



WINSTONE
AGGREGATES

**Part
A**

Boffa Miskell



Appendix A6.9

Records of Title - 101 Coalmine Road, Drury -
Allotment 38 Parish of Hunua

View Instrument Details



Instrument No 12112652.16
Status Registered
Date & Time Lodged 29 June 2021 12:12
Lodged By Cho, Hyung Jun
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
NA576/104	North Auckland
832771	North Auckland
832772	North Auckland
NA126C/763	North Auckland
NA18D/1181	North Auckland
NA28A/1311	North Auckland
NA575/139	North Auckland
NA576/105	North Auckland
NA57D/1355	North Auckland
NA69D/366	North Auckland
NA8A/243	North Auckland
NA91A/948	North Auckland
NA99C/513	North Auckland

Annexure Schedule Contains 7 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Simon James Munday as Covenantor Representative on 23/06/2021 03:56 PM

Covantee Certifications

I certify that I have the authority to act for the Covantee 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 Anna Louise Hickmott as Covantee Representative on 23/06/2021 03:50 PM

*** End of Report ***

Form 26**Covenant instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor**REFUSE MANAGEMENT LIMITED****Covenantee****FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED****Grant of Covenant**

The Covenantor being the registered owner of the burdened land(s) set out in Schedule A **grants to the Covenantee** (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	DP 523503	Lots 1 and 2 DP 523503 (832771 and 832772)	Lot 1 DP 105061 (NA57D/1355) Lot 1 DP 60065 (NA18D/1181) Part Allotment 79 Parish of Hunua (NA576/104) Part Allotment 79 Parish of Hunua (NA576/105) Allotment 38 Parish of Hunua (NA575/139) Lot 2 DP 55769 (NA8A/243)

			<p>Lot 2 DP 115598 (NA99C/513)</p> <p>Lot 1 DP 120541 (NA69D/366)</p> <p>Allotment 345 Hunua Parish (NA28A/1311)</p> <p>Lot 5 DP 152736 (NA91A/948)</p> <p>Lot 1 DP 197292 (NA126C/763)</p>
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Covenant rights and powers (including terms, covenants and conditions)

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

Continue in additional Annexure Schedule if required.

<p>The provisions applying to the specified covenants are those set out in:</p> <p>[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].</p> <p>[Annexure Schedule B].</p>
--

Annexure Schedule B

Page 3 of 7 Pages

Insert instrument type

Land covenant

BACKGROUND

- A. The Covenantor is registered owner of the lands described as Lots 1 and 2 DP 523503 contained in records of title 832771 and 832772 (North Auckland Registry), to which this Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered owner of the following lands, which are adjacent and/or nearby Covenant Land:
- (i) Lot 1 DP 105061 comprised in certificate of title NA57D/1355;
 - (ii) Lot 1 DP 60065 comprised in certificate of title NA18D/1181;
 - (iii) Part Allotment 79 Parish of Hunua comprised in certificate of title NA576/104;
 - (iv) Part Allotment 79 Parish of Hunua comprised in certificate of title NA576/105;
 - (v) Allotment 38 Parish of Hunua comprised in certificate of title NA575/139;
 - (vi) Lot 2 DP 55769 comprised in certificate of title NA8A/243;
 - (vii) Lot 2 DP 115598 comprised in certificate of title NA99C/513;
 - (viii) Lot 1 DP 120541 comprised in certificate of title NA69D/366;
 - (ix) Allotment 345 Hunua Parish comprised in certificate of title NA28A/1311;
 - (x) Lot 5 DP 152736 comprised in certificate of title NA91A/948; and
 - (xi) Lot 1 DP 197292 comprised in certificate of title NA126C/763,
- (together the "**Winstone Land**").
- C. The Covenantor intends to construct dwellings on the Covenant Land ("**Dwellings**").

Annexure Schedule B

Insert instrument type

Land covenant

- D. The Covenantee carries out various aggregate extraction, processing, importing of materials, distribution, disposal of overburden, rehabilitation activities and other ancillary and incidental activities ("**Quarry Activities**") on the Winstone Land which result in, or are likely to result in, effects including, but not limited to, noise, vibration, wind borne distribution of aggregate particles, dust, effects of transportation of materials (including noise and vibration) on roadways and accessways, effects of dewatering processes, and the effects of explosion (including ground vibration and airblast) and the usual incidences associated with Quarry Activities ("**Quarry Effects**") which may have consequences beyond the boundaries of the Winstone Land.
 - E. The Covenantor has agreed with the Covenantee to accept for itself and its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land a requirement to comply with the terms of this Covenant.
- COVENANTS**
- 1. The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land for the benefit of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.
 - 2. The Covenantor covenants with and for the benefit of the Covenantee that the Covenantor will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 1 provided always that any party shall as regards this Covenant be liable only in respect of breaches of this Covenant which shall occur while it shall be the registered proprietor of the Covenant Land or any part thereof.

Annexure Schedule B

Page 5 of 7 Pages

Insert instrument type

Land covenant

SCHEDULE 1

Covenants

1. The Covenantor covenants that it is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users or lawful invitees coming to use or having an interest in or being on the Covenant Land or any part thereof, of:
 - (a) the location of the proposed Dwellings, which is in immediate proximity to the Winstone Land where Quarry Activities occur; and
 - (b) the usual incidences of Quarry Activities, which result in, or are likely to result in Quarry Effects which may have consequences beyond the Winstone Land.
2. Without limiting clause 1, the Covenantor further covenants to include in any lease, licence or any other written document relating to the use or occupation of the Covenant Land (including without limitation the proposed Dwellings), a covenant with the Covenantor on the same terms as set out in this Schedule 1, for the benefit of both the Covenantor and Covenantee, and to require compliance with such obligations.
3. The Covenantor covenants that it shall not object to or take any legal or other action in respect of any Quarry Effects generated by any Quarry Activities including but not limited to noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, effects of dewatering processes and the effects of explosion (including ground vibration and airblast) provided that any noise effects are within the levels:
 - (a) authorised by existing use rights;
 - (b) authorised by current or future resource consents; or
 - (c) permitted by the District or Regional Plans.

Annexure Schedule B

Page 6 of 7 Pages

Insert instrument type

Land covenant

4. Without limiting clause 3, the Covenantor further covenants that it shall not:
 - (a) make or lodge; nor
 - (b) be party to, procure, assist or support, any submission, application or proceeding (under the Resource Management Act 1991 or otherwise) with the Auckland Council or any other territorial or other authority having jurisdiction, designed or intended to or having the effect of limiting the Covenantee's conducting of Quarry Activities from the Winstone Land or in opposition to any resource consent application or any other application or submission made under the Resource Management Act 1991 by the Covenantee in relation to Quarry Activities on the Winstone Land.
5. The Covenantor covenants that it will indemnify and keep indemnified the Covenantee against all losses, damages, costs and expenses for which the Covenantee shall or may suffer, incur, or become liable for arising out of any compliant made about the Covenantee's conducting of Quarry Activities from the Winstone Land or application for resource consent in relation to Quarry Activities on the Winstone Land in breach of clauses 3 or 4 above.
6. The Covenantor covenants to provide written approval, if requested by the Covenantee, for any application for a resource consent or, where applicable, any other application or submission made under the Resource Management Act 1991 by the Covenantee in relation to Quarry Activities on the Winstone Land.
7. The Covenantor covenants that the proposed Dwellings shall be designed to achieve internal noise levels that shall not exceed 35 dBA_{Leq} over a 24 hour period in bedrooms and 40 dBA_{Leq} over a 24 hour period in other habitable rooms, based on an external noise level of 55dBA_{Leq} during the hours of 6:00am to 10:00pm and 45dBA_{Leq} during the hours of 10:00pm to 6:00am.
8. The criteria set out above in clause 7, shall be met at the same time as the ventilation provisions of the clause G4 of the New Zealand Building Code.

Annexure Schedule B

Page 7 of 7 Pages

Insert instrument type

Land covenant

9. A certificate from a suitably qualified and experienced acoustical consultant shall be provided to the Covenantee prior to any application for building consent demonstrating that the building design of the proposed Dwellings will achieve the criteria set out in clauses 7 and 8.
10. The Covenantor covenants that the proposed Dwellings will be constructed in accordance with the design criteria set out in clauses 7 and 8 and the certificate set out in clause 9.

View Instrument Details



Instrument No 12962925.1
Status Registered
Date & Time Lodged 13 March 2024 16:13
Lodged By Carey, Richard Anthony
Instrument Type Climate Change Response Act 2002 - Notice of status under s195(2)



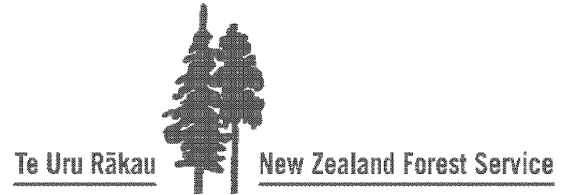
Affected Records of Title	Land District
1009097	Hawkes Bay
1024103	Hawkes Bay
1068885	Otago
1071253	Southland
463123	Wellington
951828	Wellington
951829	Wellington
HBH2/798	Hawkes Bay
NA138B/373	North Auckland
NA575/139	North Auckland
NA576/104	North Auckland
NA57D/1355	North Auckland
NA63/29	North Auckland
NA99C/513	North Auckland
OT18B/489	Otago
OT7D/1317	Otago
OT7D/1318	Otago
SA150/35	South Auckland
SA54A/922	South Auckland
SA99/204	South Auckland
TNC2/1064	Taranaki
WN43D/86	Wellington
WN54D/65	Wellington

Annexure Schedule Contains 2 Pages.

Signature

Signed by Ranginui James Moore as Crown Representative on 13/03/2024 03:26 PM

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



Notice of status of forest land

Section 195, Climate Change Response Act 2002

To the Registrar-General of Land,

Part of the following land is post-1989 forest land that forms part of a carbon accounting area in respect of which a person is a participant under the Climate Change Response Act 2002.

Description of land

Legal Description	Region	Title Reference
Lot 1 Deposited Plan 578565	Southland	1071253
Lot 2 Deposited Plan 578167 and Section 2 Block XI Rankleburn Survey District	Otago	1068885
Part Section 4, Section 6 and Part Section 5 Block XI Rankleburn Survey District	Otago	OT18B/489
Section 74 Block XI Glenkenich Survey District	Otago	OT7D/1318
Section 1 Block XI Rankleburn Survey District	Otago	OT7D/1317
Part Maungaporau and Section 11-12 Survey Office Plan 15089	Wellington	463123
Part Section 3 Block VIII Awakino Survey District	South Auckland	SA150/35
Lot 1 Deposited Plan 36217	South Auckland	SA54A/922
Part Section 4 Block VIII Awakino North Survey District and Defined On Deposited Plan 2286	South Auckland	SA99/204
Section 6 Block IV Kapara Survey District	Taranaki	TNC2/1064
Lot 2 Deposited Plan 568894	Hawkes Bay	1024103
Lot 2 Deposited Plan 565261	Hawkes Bay	1009097
Lot 1 Deposited Plan 15479	Hawkes Bay	HBH2/798
Section 81 Parish of Kaiaka	North Auckland	NA63/29

ETS Reference:

Case: 00034731

Lot 1 Deposited Plan 79975 and Lot 1 Deposited Plan 71278	Wellington	951829
Part Lot 1 Deposited Plan 66856	Wellington	951828
Lot 3 DP 77172	Wellington	WN43D/86
Lot 2 Deposited Plan 210153	North Auckland	NA138B/373
Lot 100 Deposited Plan 210153	North Auckland	NA138B/373
Allotment 38 Parish of Hunua	North Auckland	NA575/139
Lot 1 Deposited Plan 105061	North Auckland	NA57D/1355
Lot 2 Deposited Plan 115598	North Auckland	NA99C/513
Part Allotment 79 Parish of Hunua	North Auckland	NA576/104
Lot 1 Deposited Plan 17181, Part Lot 1 Deposited Plan 3293 and Part Lot 3 Deposited Plan 5582	Wellington	WN54D/65

Date: 13/03/2024

Signature:



Megan Anderson

Team Leader, Forestry ETS Operations

Te Uru Rākau New Zealand Forest Service

For the Chief Executive of the Ministry for Primary Industries - Manatū Ahu Matua

(Acting under delegated authority)

ETS Reference:

Case: 00034731



View Instrument Details

Instrument No 8465852.1
Status Registered
Date & Time Lodged 19 April 2010 15:49
Lodged By Burton, John
Instrument Type Easement Instrument



Affected Computer Registers	Land District
41206	North Auckland
41207	North Auckland

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- Mortgage 8446338.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Signature

Signed by Alan Sinclair Henry as Grantor Representative on 19/04/2010 10:49 AM

Grantee Certifications

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

Signature

Signed by Alan Sinclair Henry as Grantee Representative on 19/04/2010 10:49 AM

*** End of Report ***

Form B

Easement Instrument to create land covenant

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

Grantor

TIVANZ LIMITED

Grantee

RUDOLF ADRIAN DE MONCHY, KATHINKA DE MONCHY AND ALAN SINCLAIR HENRY

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 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 Covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
HEIGHT RESTRICTION		41207	41206

Form B - continued

CONVENANT PROVISIONS

1. The Grantor and its successor in title and assigns, covenants with the Grantee that it will not erect any building, appurtenances or structures on the servient tenement that will exceed a height of 5 metres from the highest point of the property.

2. If the Grantor breaches or fails to observe the covenant herein the Grantor in default upon written demand being made by the Grantee will:

- (a) remove or cause to be removed any building or structure or offending part thereof erected or placed in breach or non-observance of the covenant
- (b) pay to the person making such demand as liquidated damages the sum of \$400.00 per day for every day that such breach continues after the date upon which written demand has been made PROVIDED THAT the Grantor and its successors in title will only be liable for breaches of the covenant which occur while it is registered as proprietor of the servient tenement.



D470767.6TE

RUSSELL McVEAGH

25 January 2000

By hand

PARTNERS

JOHN KING
JOHN LUSK
GERARD CURRY
SUZ CHAPMAN
PAUL OLDFIELD
CAMERON FLEMING
PATRICK BOWLER
DEREK NOLAN
JEFF MORRISON
DEREK JOHNSTON
LAURIE MAYNE
ANDREW HARMOS
JOHN COLLINGS
FRED THORP
STEPHEN KOS
GREG THOMPSON
ALAN A COURT
FRIDENCE FLACKS
CHRISTOPHER BROWNE
GEOFFREY HARLEY
MATTHEW DUNNING
LANCE HEENAN
RICHARD MEHRTEHS
DAVE WETHERELL
PHILIP SKELTON
PAUL MAJUREY
JUSTIN SMITH
PAUL DAVID
PRAVIR TESIARAM
MARK GAVIN
SIMON HORNER
GRAEME DUGLEY
MICHAEL CROHN
ALAN PATERSON
GARTH SINCLAIR
FREDERICK WARD
RICHARD McLEATH
GRANT WILSON
CHERYL GWYN
MICHAEL HOLM
MARY PETERS
BRUCE MCCLINTOCK
GRANT KEMBLE
NICHOLAS WELLS

CONSULTANTS

GEOFFREY RICKETTS
MICHAEL BENNETT
MARTIN DAWSON

District Land Registrar
North Auckland Land Registry
AUCKLAND

For: Karuna


DEALING D.470767

We enclose notice of production 941915 in respect of certificates of title 118D/1181 and 576/104, which are required to complete registration of the land covenant in favour of Winstone Aggregates Limited included in the above dealing.

We also enclose a letter of authority from Short & Co solicitors lodging the dealing, authorising us to act on their behalf in this respect.

Please contact the writer if you have any queries.

Yours faithfully
RUSSELL McVEAGH


Samantha Gain
Senior solicitor

Direct phone: 367 8116
Direct fax: 367 8459
Email: samantha.gain@russellmcveagh.com

SHORT & CO

BARRISTERS SOLICITORS NOTARIES

214 GREAT SOUTH ROAD
TAKANINI
NEW ZEALAND

P O BOX 153, PAPAURA
DX EP76513, PAPAURA
TELEPHONE: (09) 298 9460
FAX: (09) 298 0476

PARTNERS
DAVID C R SHORT LLB Notary Public
JOHN MACDONALD LLB(BONS) LLM
TIMOTHY J BURCHELL LLB
JOHN GRAY LLB M Com Law (HONS)

21 January 2000

Russell McVeagh McKenzie Bartleet & Co.
Solicitors,
DX CX 10085
AUCKLAND

FAX 367 8459

ATTENTION: SAMANTHA GAIN

WINTONE AGGREGATES LIMITED - DE BAUGH

We refer to our telephone conversations this morning and hereby authorise you to lodge as part of our dealing the production slips for the additional titles required to enable registration of the Easement Transfer.

We confirm that Karuna at Linz is handling the matter and the abstract number is D470767.

Yours faithfully
SHORT & CO


MARIE OFFEN

TRANSFER
Land Transfer Act 1952



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No. All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

126C	763	All	(together "servient tenement")
126C	764	All	

Transferor Surnames must be underlined or in CAPITALS

BRUCE GORDON de BAUGH and MARLENE JOY de BAUGH

Transferee Surnames must be underlined or in CAPITALS

WINSTONE AGGREGATES LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Easement to carry on quarrying activities to be forever appurtenant to the Transferee's land being all the land in certificates of title 18D/1181, 576/104 (limited as to parcels), 8A/243, 575/139, 57D/1355 and 99C/513 ("dominant tenement") (continued on Annexure Schedule) * 576/105 and 28A/1311

Consideration

\$1.00

Operative Clause

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

Dated this 7th day of December 2009

Attestation

	Signed in my presence by the Transferor
B G de Baugh	Signature of Witness
 	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
M J de Baugh	Witness name Marie A. Offen
	Occupation Legal Executive
Signature, or common seal of Transferor	Address Takanini

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

[Empty box for date]

Page

1

of

2

Pages



ESTATE OR INTEREST OR EASEMENT TO BE CREATED (CONTINUED)

The Transferor transfers and grants to the Transferee, an easement for all time being the full, free, uninterrupted and unrestricted right, liberty and licence from time to time and at all times to carry on all quarrying activities on the dominant tenement in a manner authorised under the Resource Management Act 1991 and which may have adverse effects on the servient tenement, including (but without limitation):

- (a) the emission of noise, vibrations, earth movement and dust over the servient tenement and effects of explosion on the servient tenement; and
- (b) allowing such emissions to escape, pass over or settle on and vibrations and effects of explosions to pass through the servient tenement.

COVENANTS, TERMS AND CONDITIONS

The Transferor and the Transferee acknowledge and confirm that:

1. The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952 shall not apply to this easement.
2. Any dispute which may arise between the parties out of or in connection with this easement ("Dispute") shall be referred to and resolved by arbitration by a sole arbitrator under the Arbitration Act 1996. The arbitral proceedings shall commence on the date that a written request for the Dispute to be referred to arbitration as received by the respondent. The arbitrator shall be appointed by the parties to the initial Dispute failing agreement within 10 working days, after the date of receipt of the written request the arbitrator shall be appointed at the request of a party by the president or vice president for the time being of the New Zealand Law Society or the Nominee of such president or vice president. The place of the arbitration shall be Auckland, New Zealand. The substantive law of New Zealand shall apply to the arbitration. No arbitral proceedings are to be commenced in respect of any Dispute unless the written request for the Dispute to be referred to arbitration is receiving by the respondent within three months of the time when the matter or matters giving rise to the Dispute first came to the attention of the parties seeking to commence the arbitral proceedings.
3. Clauses 3 and 6 of the Second Schedule of the Arbitration Act 1996 shall apply to any arbitral proceedings under this easement. All other clauses in the Second Schedule shall not apply.
4. This grant and the covenants and conditions herein set forth shall be binding upon the executors, administrators, successors in title and assigns of the Transferor.
5. The Transferee may grant any licence or right in respect of any estate or interest conferred by this easement and may assign any such estate or interest.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signatures and initials]

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page 2 of 2 Pages

WINSTONE AGGREGATES LIMITED

by:

JOHN LEONARD PATERSON

Name of director

[Signature]

Signature of director

CHRISTOPHER BRIAN SCULLIN

Name of director

[Signature]

Signature of director

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Registrar-General
of Land under No. 1995/1004EF



TRANSFER

Land Transfer Act 1952

LINZ COPY

**PRODUCED
ENTERED**

3.10.19 JAN 00

**PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
for REGISTER GENERAL OF LAND**
22.1.2000 at 9:00
D 470767-6F

*all actions over domain
land / service land papers
for effect*

Law Firm Acting
Russell McVeagh McKenzie Bartleet & Co PO Box 8 Auckland 51-53 Shortland Street Auckland

Auckland District Law Society
REF 4135 /4

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



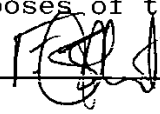
D683074.1 ENC.

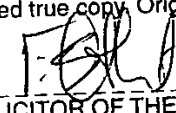
WINSTONE AGGREGATES, a division of FLETCHER CONCRETE
AND INFRASTRUCTURE LIMITED

PAPAKURA DISTRICT COUNCIL

MEMORANDUM OF ENCUMBRANCE

Certified correct for the purposes of the Land
Transfer Act 1952


Certified true copy Original Sighted


A SOLICITOR OF THE HIGH COURT
OF NEW ZEALAND

RICE CRAIG
SOLICITORS

(FG HERBERT)
PO BOX 72-440
PAPAKURA
PH: (09) 299-6900

MEMORANDUM OF ENCUMBRANCE

PARTIES

WINSTONE AGGREGATE, a division of FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED ("Encumbrancer")

PAPAKURA DISTRICT COUNCIL ("Encumbrancee")

INTRODUCTION

- A. The Encumbrancer is the registered proprietor of land more particularly described in Schedule 1 ("Quarry Land").
- B. The Encumbrancer uses the land, or intends to use the land, for quarrying purposes.
- C. The Encumbrancee has included in its District Plan, an area surrounding the Quarry Land known as the "Aggregate Resource Protection Area" ("ARPA"), which is intended to signify the boundary of the buffer zone between the Quarry Land and surrounding land.
- D. If any owner of land within the APRA wishes to construct a dwelling or certain other noise or vibration sensitive buildings or to undertake certain noise or vibration sensitive activities on the land, then they must apply to the Encumbrancee for consent ("Application").
- E. A protocol has been agreed between the Encumbrancee and Encumbrancer to assist the processing of Applications. The Encumbrancee and Encumbrancer have agreed to apply the protocol, in the current form or as amended from time to time.
- F. This encumbrance records the existence of the protocol and the intent of the Encumbrancee and Encumbrancer to continue to apply a protocol for these purposes.

COVENANTS

- 1. The Encumbrancer hereby encumbers the Quarry Land for the benefit of the Encumbrancee for a term of 999 years commencing on the date of this encumbrance with an annual rent charge of \$1 payable in one sum upon demand by the Encumbrancee and thereafter on the anniversary of the date of such demand in the event of a breach of any of the covenants contained in Clause 2 of this encumbrance by the Encumbrancer.
- 2. The Encumbrancer covenants with and for the benefit of the Encumbrancee that the Encumbrancer shall observe and perform all the stipulations and restrictions contained in Schedule 2, or as amended by agreement between the Encumbrancer and Encumbrancee from time to time.
- 3. With the exception of section 104 of the Property Law Act 1952 and section 154 of the Land Transfer Act 1952, none of the rights, powers, remedies and implied covenants provided pursuant to the Land Transfer Act 1952 and the Property Law Act 1952 shall apply to his encumbrance.

4. The Encumbrancer shall be entitled to a release of this encumbrance where:
- (a) the Encumbrancer is able to demonstrate to the Encumbrancee, upon reasonable grounds, that the obligations secured by this encumbrance have become obsolete; and
 - (b) in such circumstances the Encumbrancee shall provide the Encumbrancer with a full release of this encumbrance.

SIGNED AS A DEED

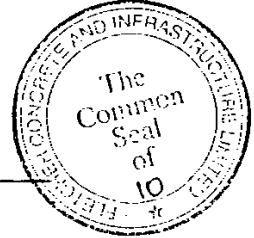
FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED by:

Signature of director

Willem Jon Roest
Name of director

Signature of director

Mark James Binns
Name of director



PAPAKURA DISTRICT COUNCIL by:

Signature of director

David Buisi
Name of director

MM

Signature of director
CEO

THOMAS M'LEAN
Name of director

SCHEDULE 1

Legal description of Quarry Land

1. 52.3056 ha, Lot 1 DP60065, contained in certificate of title 18D/1181 ✓
2. 101.2283 ha, part allotment 79 parish of hunua, contained in certificate of title 576/104 ✓
(limited as to parcels)
3. 12.5907 ha, LOT 2 DP55769, contained in certificate of title 8A/243 ✓
4. 43.5037 ha, allot 38 parish of hunua, contained in certificate of title 575/139 ✓
5. 23.5247 ha, lot 1 DP105061, contained in certificate of title 57D/1355 ✓
6. 17.9700 ha, lot 2 DP115598, contained in certificate of title 99C/513 ✓

(all North Auckland Registry)

SCHEDULE 2

Covenants

The Encumbrancee covenants for the term of this encumbrance that the Encumbrancer and its successors in title shall comply with the obligations of Winstone Aggregates as set out in the protocol hereunder between the Encumbrancee and Encumbrancer from time to time or as varied by agreement.

Protocol

1. This protocol between **Winstone Aggregates a division of Fletcher Concrete and Infrastructure Limited** and **Papakura District Council** provides a procedure to process resource consent applications for subdivision or land use within the ARPA around the Hunua / Symonds Hill Quarry zone.
2. The Protocol is intended:
 - (a) to protect the aggregate resource so that it can be efficiently used and developed, in recognition of its significance to the region;
 - (b) to minimise possible future conflict between activities on neighbouring land and quarry operations;
 - (c) to minimise cost and delay to proposed activities on land within the ARPA by early identification of whether any potential conflicts arise and how they might be addressed, and by avoiding public notification where such notification would otherwise be unnecessary; and
 - (d) where agreement cannot be reached, to use the procedures of the RMA to resolve any conflicts in land use.

Definitions

- "ARPA" means the Aggregate Resource Protection Area more particularly delineated in the Papakura District Council's operative district plan.
- "ARPA Values" means the efficient use and development of the aggregate resource within the Hunua/Symonds Hill Quarry Zone in accordance with the provisions of the operative district plan and good quarry practice.
- "Neighbour" means any owner or occupier of land within the ARPA who wishes to subdivide land or commence an activity within the ARPA requiring a resource consent.
- 'PDC' means Papakura District Council
- "RMA" means the Resource Management Act 1991 or any enactment and substitution thereof.
- 'Winstone' means Winstone Aggregates a division of Fletcher Concrete and Infrastructure Limited, where Winstone is the operator of the Hunua/Symonds Hill Quarry and Fletcher Concrete and Infrastructure Limited is the owner of the land within the Hunua/ Symonds Hill Quarry Zone.

Initial Advice

3. Where PDC receives an initial inquiry about a proposed new activity in the ARPA, PDC will:
 - (a) advise the Neighbour to contact and discuss the proposed activity with Winstone; and
 - (b) supply the Neighbour with a copy of this protocol and associated flow chart and information sheet.
4. Where an application for resource consent within the ARPA is lodged by a Neighbour and where the application material does not include information from Winstone on the activity's potential effects on ARPA Values, and (where appropriate) the way in which such effects might be avoided, remedied or mitigated, PDC will immediately forward a copy of the application to Winstone and request the applicant under section 92(2) of the RMA to provide further information on the potential impact of the application on ARPA Values.

Initial Assessment

5. Upon receiving advice of a proposed subdivision or new activity or of an application, Winstone will at its own cost make an immediate initial assessment as to whether the application/proposal would have adverse effects on ARPA Values.
6. If Winstone is satisfied that there would be no adverse effects of concern to it, it will advise the Neighbour and PDC that it has no concerns about impacts on ARPA Values and what factors Winstone considered were material in reaching that conclusion.
7. If subsequent to Winstone's advice that it has no concerns about the proposal, there is any alteration to the proposal from that originally notified to Winstone affecting factors that were material to its initial assessment, PDC will seek information from Winstone on any likely effects on ARPA Values.

Detailed Assessment

8. If, from its initial assessment, and subject to clause 9 below, Winstone considers there may be potential adverse effects by the proposal on ARPA Values, Winstone will at its own cost carry out a more detailed site-specific assessment of the potential constraints and effects of the proposal on Winstone's intended or actual quarry operations. Such an assessment will be undertaken by Winstone as promptly as is reasonably possible, recognising that there may be technical issues, the need to involve independent experts and the like.
9. Winstone need not undertake the more detailed assessment referred to in clause 8 above if the assessment is likely to involve significant cost and if PDC advises Winstone there are other issues unrelated to potential effects on ARPA Values requiring more information and it would be appropriate to wait until those matters are first sufficiently resolved.
10. If Winstone requires further information from the Neighbour to make its more detailed assessment, it will seek PDC's assistance. If appropriate, PDC will require such further information from the Neighbour (under Section 92(1)) and will supply that information to Winstone.
11. If Winstone concludes from its more detailed assessment that there are unlikely to be adverse effects on ARPA Values of concern to it, Winstone will forthwith advise the Neighbour and PDC accordingly and state what factors Winstone considered were material in reaching that conclusion.

12. If, subsequent to Winstone's advice that it has no concerns, there is any alteration to the proposal from that originally notified to Winstone affecting the factors that were material to its more detailed assessment, PDC will seek information from Winstone on any likely effects on ARPA Values.
13. Winstone will use its best endeavours to carry out the initial and any more detailed assessments as described above, in a timely fashion and in co-operation with applicants and PDC, so as to enable PDC to make any determinations it is responsible for under section 92 (further information) and sections 93 and 94 (public notification or non-notification), and to assist PDC with any pre-hearing reports it may wish to prepare under section 42A.

Agreement on Mitigation / Avoidance of Impacts

14. If Winstone's more detailed assessment identifies potential adverse effects on ARPA Values of concern to it, Winstone will negotiate with the Neighbour to try and resolve those concerns by agreement. Resolution could include re-siting or realignment of the proposed activity or development, provision of bunding or other protections to shield the Neighbour's activity or development from quarry operations, or design changes to the development or the placement of covenants on titles, which may then be incorporated into the proposal.
15. If a resolution can be reached by agreement, Winstone and the Neighbour will record their agreement in writing and Winstone will advise PDC that it has no remaining concerns about any adverse effects on ARPA Values.

Procedure if no agreement

16. If, after discussion, the Neighbour and Winstone cannot reach agreement on appropriate measures to avoid or mitigate adverse effects of a proposal on ARPA Values, Winstone will advise PDC of that.
17. PDC will consider any advice received from Winstone under clauses 15 and 16 above when making any decision under sections 93 and 94 on whether or not the application should be publicly notified. Winstone and PDC recognise that there may be other factors which warrant public notification in any event and that even if there are no other factors, PDC shall not be bound to require public notification solely because of the advice received from Winstone, as PDC must make its own determination on such an issue.
18. In the event that any application is publicly notified and Winstone has concerns over potential adverse effects on ARPA Values, Winstone reserves the right to lodge a submission and to bring its concerns to the attention of PDC in the normal way.

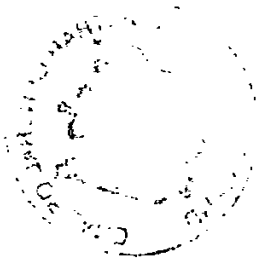
Amendments to Protocol

19. If as a result of actual experience with the processing of resource consent applications or other reasons PDC or Winstone consider it would be desirable to alter the terms of this Protocol to better give effect to its intended purpose, both parties agree that they will work together in good faith to endeavour to reach agreement on appropriate amendments.

Duration of Protocol

20. This protocol and any subsequently agreed amendments shall remain in force for so long as the district plan provisions applying to the Hunua/Symonds Hill Quarry and to the land within the ARPA are in the form contained in the operative district plan applying as at 1 April 2001 which shall be deemed to incorporate any provisions made by consent order of the Environment Court on the determination of references 162/95

*Winstone Aggregates Limited v Papakura District Council and RMA 174/95 Auckland
Regional Council v Papakura District Council.*



LINCOLN

340 21 FEB 02 D 683074

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND



CGT
=



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




R. W. Muir
Registrar-General
of Land

Identifier **NA575/139**
Land Registration District **North Auckland**
Date Issued 25 July 1934

Prior References
DI 98A.284

Estate Fee Simple
Area 43.5037 hectares more or less
Legal Description Allotment 38 Parish of Hunua

Registered Owners
Fletcher Concrete and Infrastructure Limited

Interests

Appurtenant hereto is a quarry emissions right created by Transfer D470767.6 - produced 19.1.2000 at 3.10 pm and entered 24.1.2000 at 9.00 am

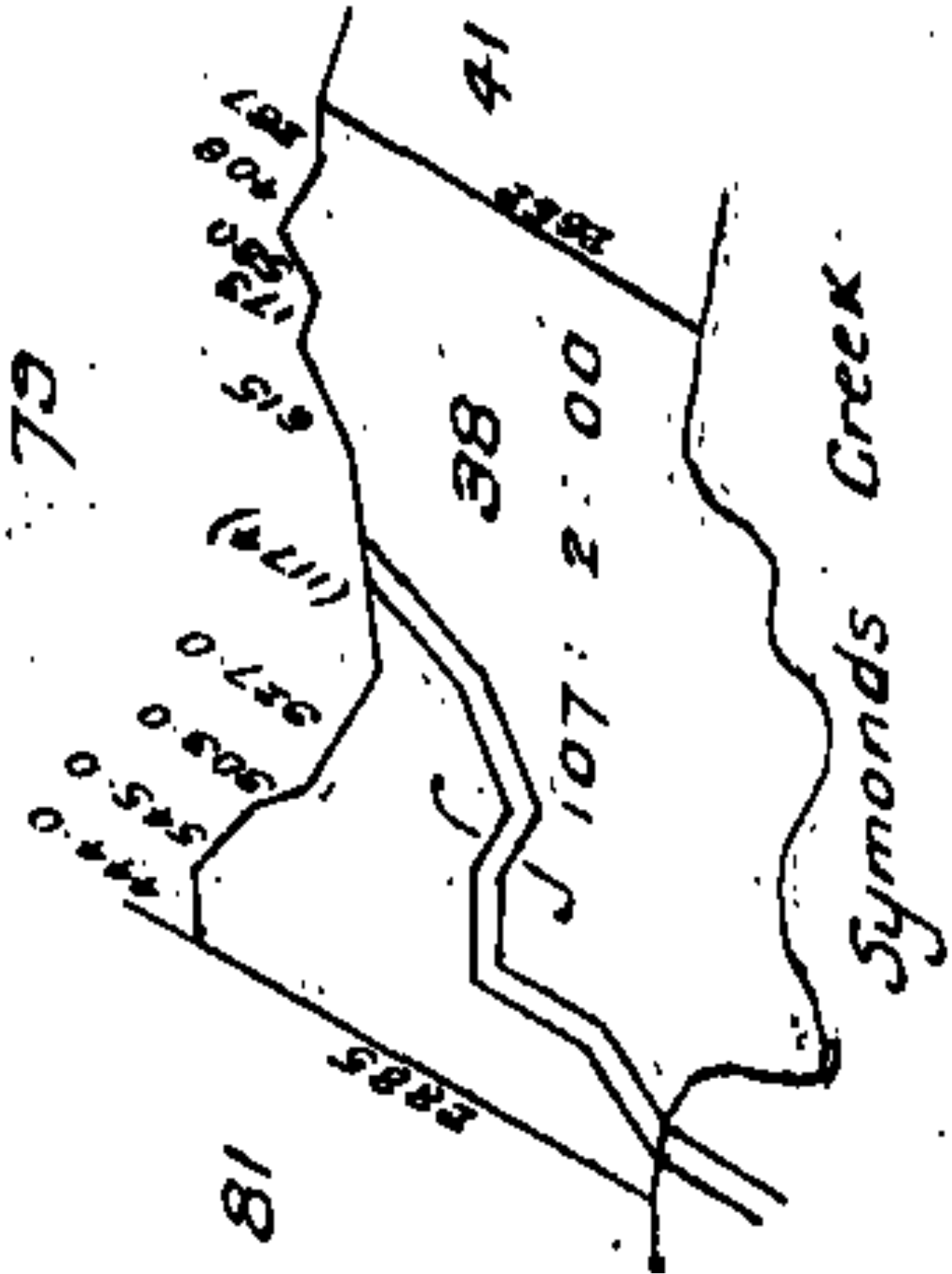
The easements created by Transfer D470767.6 are subject to Section 243 (a) Resource Management Act 1991

D683074.1 Encumbrance to Papakura District Council - 21.2.2002 at 3.40 pm

8223869.1 Land Covenant - 14.7.2009 at 9:00 am

Land Covenant in Covenant Instrument 12112652.16 - 29.6.2021 at 12:12 pm

12962925.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 13.3.2024 at 4:13 pm





WINSTONE
AGGREGATES

**Part
A**

Boffa Miskell



Appendix A6.9

Records of Title - 193 Middleton Road, Drury -
Lot 1 DP 120541

View Instrument Details



Instrument No 12112652.16
Status Registered
Date & Time Lodged 29 June 2021 12:12
Lodged By Cho, Hyung Jun
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
NA576/104	North Auckland
832771	North Auckland
832772	North Auckland
NA126C/763	North Auckland
NA18D/1181	North Auckland
NA28A/1311	North Auckland
NA575/139	North Auckland
NA576/105	North Auckland
NA57D/1355	North Auckland
NA69D/366	North Auckland
NA8A/243	North Auckland
NA91A/948	North Auckland
NA99C/513	North Auckland

Annexure Schedule Contains 7 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Simon James Munday as Covenantor Representative on 23/06/2021 03:56 PM

Covantee Certifications

I certify that I have the authority to act for the Covantee 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 Anna Louise Hickmott as Covantee Representative on 23/06/2021 03:50 PM

*** End of Report ***

Form 26**Covenant instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor**REFUSE MANAGEMENT LIMITED****Covenantee****FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED****Grant of Covenant**

The Covenantor being the registered owner of the burdened land(s) set out in Schedule A **grants to the Covenantee** (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	DP 523503	Lots 1 and 2 DP 523503 (832771 and 832772)	Lot 1 DP 105061 (NA57D/1355) Lot 1 DP 60065 (NA18D/1181) Part Allotment 79 Parish of Hunua (NA576/104) Part Allotment 79 Parish of Hunua (NA576/105) Allotment 38 Parish of Hunua (NA575/139) Lot 2 DP 55769 (NA8A/243)

			<p>Lot 2 DP 115598 (NA99C/513)</p> <p>Lot 1 DP 120541 (NA69D/366)</p> <p>Allotment 345 Hunua Parish (NA28A/1311)</p> <p>Lot 5 DP 152736 (NA91A/948)</p> <p>Lot 1 DP 197292 (NA126C/763)</p>
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Covenant rights and powers (including terms, covenants and conditions)

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 209 of the Land Transfer Act 2017].

[Annexure Schedule B].

Annexure Schedule B

Page 3 of 7 Pages

Insert instrument type

Land covenant

BACKGROUND

- A. The Covenantor is registered owner of the lands described as Lots 1 and 2 DP 523503 contained in records of title 832771 and 832772 (North Auckland Registry), to which this Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered owner of the following lands, which are adjacent and/or nearby Covenant Land:
- (i) Lot 1 DP 105061 comprised in certificate of title NA57D/1355;
 - (ii) Lot 1 DP 60065 comprised in certificate of title NA18D/1181;
 - (iii) Part Allotment 79 Parish of Hunua comprised in certificate of title NA576/104;
 - (iv) Part Allotment 79 Parish of Hunua comprised in certificate of title NA576/105;
 - (v) Allotment 38 Parish of Hunua comprised in certificate of title NA575/139;
 - (vi) Lot 2 DP 55769 comprised in certificate of title NA8A/243;
 - (vii) Lot 2 DP 115598 comprised in certificate of title NA99C/513;
 - (viii) Lot 1 DP 120541 comprised in certificate of title NA69D/366;
 - (ix) Allotment 345 Hunua Parish comprised in certificate of title NA28A/1311;
 - (x) Lot 5 DP 152736 comprised in certificate of title NA91A/948; and
 - (xi) Lot 1 DP 197292 comprised in certificate of title NA126C/763,
- (together the "**Winstone Land**").
- C. The Covenantor intends to construct dwellings on the Covenant Land ("**Dwellings**").

Annexure Schedule B

Insert instrument type

Land covenant

- D. The Covenantee carries out various aggregate extraction, processing, importing of materials, distribution, disposal of overburden, rehabilitation activities and other ancillary and incidental activities ("**Quarry Activities**") on the Winstone Land which result in, or are likely to result in, effects including, but not limited to, noise, vibration, wind borne distribution of aggregate particles, dust, effects of transportation of materials (including noise and vibration) on roadways and accessways, effects of dewatering processes, and the effects of explosion (including ground vibration and airblast) and the usual incidences associated with Quarry Activities ("**Quarry Effects**") which may have consequences beyond the boundaries of the Winstone Land.
 - E. The Covenantor has agreed with the Covenantee to accept for itself and its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land a requirement to comply with the terms of this Covenant.
- COVENANTS**
- 1. The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land for the benefit of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.
 - 2. The Covenantor covenants with and for the benefit of the Covenantee that the Covenantor will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 1 provided always that any party shall as regards this Covenant be liable only in respect of breaches of this Covenant which shall occur while it shall be the registered proprietor of the Covenant Land or any part thereof.

Annexure Schedule B

Insert instrument type

Land covenant

SCHEDULE 1

Covenants

1. The Covenantor covenants that it is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users or lawful invitees coming to use or having an interest in or being on the Covenant Land or any part thereof, of:
 - (a) the location of the proposed Dwellings, which is in immediate proximity to the Winstone Land where Quarry Activities occur; and
 - (b) the usual incidences of Quarry Activities, which result in, or are likely to result in Quarry Effects which may have consequences beyond the Winstone Land.
2. Without limiting clause 1, the Covenantor further covenants to include in any lease, licence or any other written document relating to the use or occupation of the Covenant Land (including without limitation the proposed Dwellings), a covenant with the Covenantor on the same terms as set out in this Schedule 1, for the benefit of both the Covenantor and Covenantee, and to require compliance with such obligations.
3. The Covenantor covenants that it shall not object to or take any legal or other action in respect of any Quarry Effects generated by any Quarry Activities including but not limited to noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, effects of dewatering processes and the effects of explosion (including ground vibration and airblast) provided that any noise effects are within the levels:
 - (a) authorised by existing use rights;
 - (b) authorised by current or future resource consents; or
 - (c) permitted by the District or Regional Plans.

Annexure Schedule B

Page 6 of 7 Pages

Insert instrument type

Land covenant

4. Without limiting clause 3, the Covenantor further covenants that it shall not:
 - (a) make or lodge; nor
 - (b) be party to, procure, assist or support, any submission, application or proceeding (under the Resource Management Act 1991 or otherwise) with the Auckland Council or any other territorial or other authority having jurisdiction, designed or intended to or having the effect of limiting the Covenantee's conducting of Quarry Activities from the Winstone Land or in opposition to any resource consent application or any other application or submission made under the Resource Management Act 1991 by the Covenantee in relation to Quarry Activities on the Winstone Land.
5. The Covenantor covenants that it will indemnify and keep indemnified the Covenantee against all losses, damages, costs and expenses for which the Covenantee shall or may suffer, incur, or become liable for arising out of any compliant made about the Covenantee's conducting of Quarry Activities from the Winstone Land or application for resource consent in relation to Quarry Activities on the Winstone Land in breach of clauses 3 or 4 above.
6. The Covenantor covenants to provide written approval, if requested by the Covenantee, for any application for a resource consent or, where applicable, any other application or submission made under the Resource Management Act 1991 by the Covenantee in relation to Quarry Activities on the Winstone Land.
7. The Covenantor covenants that the proposed Dwellings shall be designed to achieve internal noise levels that shall not exceed 35 dBA_{Leq} over a 24 hour period in bedrooms and 40 dBA_{Leq} over a 24 hour period in other habitable rooms, based on an external noise level of 55dBA_{Leq} during the hours of 6:00am to 10:00pm and 45dBA_{Leq} during the hours of 10:00pm to 6:00am.
8. The criteria set out above in clause 7, shall be met at the same time as the ventilation provisions of the clause G4 of the New Zealand Building Code.

Annexure Schedule B

Page 7 of 7 Pages

Insert instrument type

Land covenant

9. A certificate from a suitably qualified and experienced acoustical consultant shall be provided to the Covenantee prior to any application for building consent demonstrating that the building design of the proposed Dwellings will achieve the criteria set out in clauses 7 and 8.
10. The Covenantor covenants that the proposed Dwellings will be constructed in accordance with the design criteria set out in clauses 7 and 8 and the certificate set out in clause 9.



FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED

CLIFFORD LEONARD DAVIS AND CHERRY ANNE DAVIS

DEED OF COVENANT

It is hereby requested that the
within covenant be noted on
both the servient and dominant
lands within.

Solicitor for the covenantee.

Correct for the purposes of the
Land Transfer Act 1952:

Solicitor for the covenantee.

RUSSELL McVEAGH

DEED dated

13 October

2008

PARTIES

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED ("Covenantee")

CLIFFORD LEONARD DAVIS AND CHERRY ANNE DAVIS ("Covenantor")

INTRODUCTION

- A. The Covenantor is registered as proprietor of the land described as Lot 1 DP 203567 contained in certificate of title 132A/778 (North Auckland Registry), to which this Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered as the proprietor of adjacent land described as Lot 1 DP 105061, Lot 1 DP 60065, Part Lot 79 Parish of Hunua, Part Lot 38 Parish of Hunua, Lot 2 DP 55769, Lot 2 DP 115598, Lot 1 DP 120541, ~~Lot 1 DP 109558~~, Lot 345 Parish of Hunua and Lot 5 DP 152736 (North Auckland Registry) ("**Winstone Land**"). Titles = 570/1355, 180/1181, 576/104, 576/105, 575/139, 8A/243, 999/513, 690/366, ~~127/259~~, 28A/1311 & 91A/948.
- C. The Covenantee carries out various aggregate extraction, processing, importing of materials, distribution, disposal of overburden, rehabilitation activities and other ancillary and incidental activities ("**Quarry Activities**") on the Winstone Land which result in, or are likely to result in, effects including, but not limited to, noise, vibration, wind borne distribution of aggregate particles, dust, effects of transportation (including noise and vibration) on roadways and accessways, effects of dewatering processes, and the usual incidences associated with Quarry Activities ("**Quarry Effects**") which may have consequences beyond the boundaries of the Winstone Land.
- D. The Covenantor has agreed with the Covenantee to accept for itself and its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land a requirement to comply with the terms of this Covenant.

COVENANTS

The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land for the benefit of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.

The Covenantor covenants with and for the benefit of the Covenantee that the Covenantor will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 1 provided always that any party shall as regards this Covenant be liable only in respect of breaches of this Covenant which shall occur while it shall be the registered proprietor of the Covenant Land or any part thereof.

SIGNATURES

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED by:

Signature of director

Name of director

[Handwritten Signature]
Mark James King

Signature of director

Name of director

[Handwritten Signature]
William J Reed

SIGNED by CLIFFORD LEONARD DAVIS in the presence of:

Signature of witness

Occupation

City/town of residence

[Handwritten Signature]
Sales Consultant
Karaka

Clifford Leonard Davis

[Handwritten Signature]

SIGNED by CHERRY ANNE DAVIS in the presence of:

Signature of witness

Occupation

City/town of residence

[Handwritten Signature]
Sales Consultant
Karaka

Cherry Anne Davis

[Handwritten Signature]

SCHEDULE 1**Covenants**

1. The Covenantor covenants that it is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users coming to use or having an interest in the Covenant Land or any part thereof, of:
 - (a) the location of the proposed dwelling, which is in immediate proximity to the Winstone Land where Quarry Activities occur; and
 - (b) the usual incidences of Quarry Activities, which result in, or are likely to result in, environmental effects including (but without limitation) noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, effects of dewatering processes, and the effects of explosion (including ground vibration and airblast) which may have consequences beyond the Winstone Land.
2. Without limiting clause 1, the Covenantor further covenants to include in any lease, licence or any other written document relating to the use or occupation of the Covenant Land, a covenant with the Covenantor on the same terms as set out in this Schedule 1, for the benefit of both the Covenantor and Covenantee, and to require compliance with such obligations.
3. The Covenantor covenants that it shall not object or take any legal or other action in respect of any Quarry Effects generated by any Quarry Activities including but not limited to noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, and the effects of explosion (including ground vibration and airblast) provided that the Quarry Effects are within the levels:
 - (a) authorised by existing use rights;
 - (b) authorised by resource consents; or
 - (c) permitted by the District or Regional Plans.
4. Without limiting clause 3, the Covenantor further covenants that it shall not:

- (a) make or lodge; nor
- (b) be party to, procure, assist or support

any submission, application or proceeding (under the Resource Management Act 1991 or otherwise) with the Papakura District Council ("PDC") or the Auckland Regional Council ("ARC") or any other territorial or other authority having jurisdiction, designed or intended to or having the effect of limiting the Covenantee's conducting of Quarry Activities from the Winstone Land or in opposition to any resource application made by Winstone in relation to Quarry Activities on the Winstone Land.

5. The Covenantor covenants that it will indemnify and keep indemnified Winstone against all losses, damages, costs and expenses for which Winstone shall or may suffer, incur, or become liable for arising out of any complaint made about Winstone's conducting of Quarry Activities from the Winstone Land or application for resource consent in relation to Quarry Activities on the Winstone Land in breach of clauses 3 or 4 above.
6. The Covenantor covenants to provide written approval, if requested by Winstone, for any application for resource consent made by Winstone in relation to Quarry Activities on the Winstone Land.
7. The Covenantor covenants that the proposed dwelling shall be designed to achieve internal noise levels that shall not exceed 35 dBA L_{eq} over a 24 hour period in bedrooms and 40 dBA L_{eq} over a 24 hour period in other habitable rooms, based on an external noise level of 55dBA L_{10} during the hours of 6:00am to 9:00pm and 45dBA L_{10} during the hours of 9:00pm to 6:00am.
8. The criteria set out above in clause 7, shall be met at the same time as the ventilation provisions of the clause G4 of the New Zealand Building Code.
9. A certificate from a suitably qualified and experienced acoustical consultant shall be provided to Winstone prior to any application for building consent demonstrating that the building design will achieve the criteria set out in clauses 7 and 8.
10. The Covenantor covenants that the proposed dwelling will be constructed in accordance with the design criteria set out in clauses 7 and 8 and the certificate set out in clause 9.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Mortgage

Page **1** of **1** pages

Consentor
Surname must be underlined or in CAPITALS

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

ANZ NATIONAL BANK LIMITED (formerly ANZ Banking Group (New Zealand) Limited)	Mortgagee under mortgage no. D660291.3
---	---

Consent

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

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

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

the registration of the attached deed of covenant dated 13 October 2008 over certificate of title 132A/778 (North Auckland Registry).

It is certified that on 26 June 2004 ANZ Banking Group (New Zealand) Limited was amalgamated with the National Bank of New Zealand Limited to become ANZ National Bank Limited and that this mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.

Dated this 7th day of May 2009

Attestation

ANZ National Bank Limited By its Attorney Michael John Kemp	Signed in my presence by the Consentor
	Signature of Witness
Signature of Consentor	Witness to complete in BLOCK letters (unless legibly printed) Witness name Yi-Ling Hsu Occupation Bank Officer Address Auckland

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

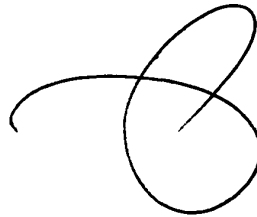
**CERTIFICATE OF NON-REVOCATION OF POWER OF
ATTORNEY**

I, Michael John Kemp of **Auckland**, New Zealand, **Team Leader,**
Lending Services Centre of ANZ National Bank Limited, certify –

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.

2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland this day of 8 May 2009.



Land Information New Zealand, Dealing Numbers:

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

Landonline User ID: russellman
 LODGING FIRM: RUSSELL MCEVEAGH
 Address: PO BOX 8
 AUCKLAND

Uploading Box Number: JW8
 ASSOCIATED FIRM: JW8
 Client Code / Ref: 1538245

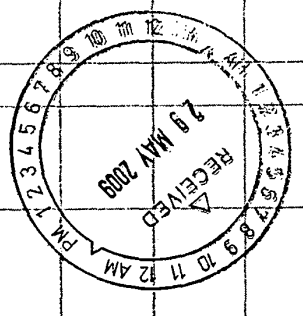
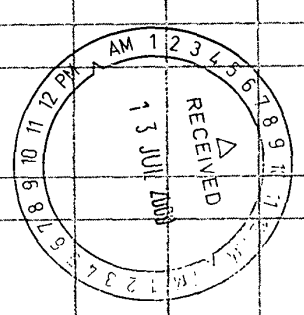
HEREWITH:
 Survey Plan
 Title Plan of
 Traverse Sites
 Field Notes
 Calc Sheets (#)
 Survey Report

Plan Number Pre-Allocated or to be Deposited

Other (state): NA
 Rejected Dealing Number: 8181077.1

COV 8223869.1 Covenan
 Copy - 02/03, Pgs - 009, 13/07/09, 12:08
Copies
 (inc. original)
 DocID: 512044622

Priority Class	CT Ref	Type of Instrument	Names of Parties	GOVERNMENT OR SURVEY FEES	MULTITITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	SEE SCHEDULE	COV	DAVIS/ELETCHER CONCRETE	60.00						31	\$60.00
2											
3											
4											
5											
6											



Land Information New Zealand (Lodgement Form)
 Annotations: LINZ USE ONLY
 Fees, Receipt and Tax Invoice
 GST Register Number: 17-022-895
 LINZ Form P005
 LINZ Form P005 - PDF
 Original Signatures? _____
 Subtotal (for this page) \$60.00
 Total for this dealing \$60.00
 Less Fees paid on Dealing # 8181077.1 31
 Debit my Account for \$29.00

* Schedule.

- A. The Covenantor is registered as proprietor of the land described contained in certificate of title 132A/778 (North Auckland F Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered as the proprietor of adjacent land 105061, Lot 1 DP 60065, Part Lot 79 Parish of Hunua, Part Lot 2 DP 55769, Lot 2 DP 115598, Lot 1 DP 120541, Lot 1 DP 1C Hunua and Lot 5 DP 152736 (North Auckland Registry) ("**Winstone** 570/1355, 180/1181, 576/104, 576/105, 575/139, 690/366, ~~671/139~~, 28A/1311 & 91A/948).
- C. The Covenantee carries out various aggregate extraction, processing materials, distribution, disposal of overburden, rehabilitation activities and incidental activities ("**Quarry Activities**") on the Winstone Land. The effects of these activities are likely to result in, effects including, but not limited to, noise, dust, effects of transportation (vibration) on roadways and accessways, effects of dewatering and other incidences associated with Quarry Activities ("**Quarry Effects**") beyond the boundaries of the Winstone Land.
- D. The Covenantor has agreed with the Covenantee to accept for the benefit of the Covenantee, its assigns, lessees, licensees or occupiers of any part of the land the requirement to comply with the terms of this Covenant.

COVENANTS

The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land with the following covenants in favour of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.

B78L778.4 ENC

(Approved by the District Land Registrar, Auckland, No. 4394/82)

MEMORANDUM OF ENCUMBRANCE

Encumbrancer: NEIL BURNDRED of Papakura, Company Director
and JOAN MARRION BURNDRED, his wife

(in this Memorandum called "the Encumbrancer")

Council: FRANKLIN COUNTY COUNCIL duly incorporated
under the Local Government Act 1974
(in this Memorandum called "the Council")

WHEREAS:

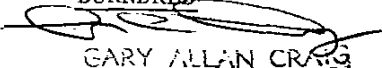
- (1) The Encumbrancer is registered as proprietor of an estate in fee simple in the land described in the *Second Schedule*.
- (2) The land is situate in the district of the Council.
- (3) As a result of the circumstances disclosed in the *Third Schedule* the Encumbrancer has agreed: —
 - (a) to grant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

DOTH JOINTLY AND SEVERALLY

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


IN WITNESS WHEREOF this Memorandum has been executed this
20th day of December, 19 87

SIGNED by the Encumbrancer
~~THE COMMON SEAL of~~ NEIL
BURNDRED and JOAN MARRION
BURNDRED


GARY ALLAN CRAIG
PAPAKURA
SOLICITOR

~~was affixed hereto~~ in
the presence of:—

Correct for the purposes of
the Land Transfer Act 1952



Solicitor for the
Encumbrancee Council

THE SECOND SCHEDULE (the Land)

JMB
MR
All those pieces of land FIRST containing 2.82 hectares more or less being Lot 1 on a Plan lodged for deposit in the Land Registry Office at Auckland under No. 120541 being part of Allotment 187 Parish of Hunua and part of the land comprised and described in Certificate of Title No. 65D/~~168~~¹⁶⁹ and the whole of the land comprised and described in Certificate of Title No. 69D/366 (North Auckland Registry) *MR*

SUBJECT TO: (1) Fencing Covenant in Transfer No. A456269.
(2) The Rights of Way referred to in Easement Certificate No. B676248.7.
(3) Section 309(1)(a) Local Government Act 1974.

X
SECONDLY containing 2.99 hectares more or less being Lot 2 on a plan lodged for deposit in the Land Registry Office at Auckland under No. 120541 being part of Allotment 187 Parish of Hunua and part of the land comprised and described in Certificate of Title No. 65D/~~168~~¹⁶⁹ and the whole of the land comprised in Certificate of Title No. 69D/367 (North Auckland Registry)

SUBJECT TO: (1) Fencing Covenant in Transfer No. A456269.
(2) The Rights of Way referred to in Easement Certificate No. B676248.7.
(3) Section 309(1)(a) Local Government Act 1974.

THE THIRD SCHEDULE (the Circumstances)

JMB
A *MR*
Application has been made to the Council for approval of a subdivisional plan of part of the land in Certificate of Title No. 65D/~~168~~¹⁶⁹ North Auckland Registry lodged with the Council under No. 284 and one of the conditions of such approval is that the stand of native bush within the area delineated in the colour green on the diagram annexed hereto and marked with the letter "A" on portion of the said land be protected the Council having accepted the offer of the Encumbrancer that the said condition be satisfied by the Encumbrancer executing this Encumbrance in registerable form and that the Encumbrancer enter into the covenants contained in the Schedule hereto.

FOURTH SCHEDULE (the Covenants)

- (a) not to cut trim top fell maim or injure any tree or plant growing within the area of native bush shown on the said diagram except where such plants are noxious plants within the meaning of the Noxious Plants Act 1978;
- (b) not to cause permit or suffer any stock to be or graze within the area of native bush shown coloured green on the said diagram;
- (c) to at all times hereafter erect retain and maintain in good stock-proof condition a fence around the perimeter of the said area of native bush shown coloured green on the said diagram as hereinbefore described such fence to be erected to the following specification namely a 7-wire

fence the posts thereof at a maximum of five metres apart, battens to be a minimum number of five between posts, the fence to be otherwise as described in Clause 7 of the Second Schedule to the Fencing Act 1978;

- (d) not to cause or permit or suffer to be lit any fire within the area of native bush shown on the said diagram or on any adjacent land owned or occupied by it or under its control when there may be a risk of fire spreading into the area of native bush shown coloured green on the said diagram;
- (e) to permit the Inspectors or other staff or officers of the Council to enter at any reasonable time upon the land upon which the said area of native bush is located, and upon any adjacent or nearby pieces of land in which the Encumbrancer has any interest, so as to ascertain whether the covenants herein are being complied with;
- (f) to pay the costs and disbursements of and incidental to the preparation, stamping and registration of this Encumbrance and upon request of the Council or by any person purporting to act as the solicitor or agent of the Council at the cost of the Encumbrancer execute such further Memorandum and/or do such things as may be reasonably required to give proper effect to the intent of the condition of the previously recited approval of the Council.

FIFTH SCHEDULE

This rent charge shall immediately determine and the Encumbrancer shall be entitled to a discharge of this Memorandum of Encumbrance either upon the Council being satisfied that the covenants of the Fourth Schedule have become obsolete, unnecessary or no longer enforceable or if the whole of the said area of native bush delineated on the said diagram shall be destroyed by flood, landslip, or other natural disaster.



FIRST SCHEDULE
(Terms and Conditions of Encumbrance)

1. The term of this Encumbrance is 999 years commencing from the date hereof subject to earlier determination in the events provided in the *Fifth Schedule*.

ONE THOUSAND DOLLARS (\$1,000.00)

2. The rent charge is ~~ONE DOLLAR (\$1.00)~~ to be paid to the Council by the 1st day of January in each year if demanded by that date. The first payment if so demanded is due on or before the 1st day of January next succeeding the date of this Memorandum. PROVIDED HOWEVER that demand shall not be made unless the Encumbrancer is in breach of one or more of the covenants contained in the *Fourth Schedule*.
3. The covenants of the *Fourth Schedule* shall be enforceable only against the owners and occupiers for the time being of the land and not otherwise against the Encumbrancer and his successors in title.

JMB
JS

4. Section 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise (and without prejudice to the Council's rights of action at common law as a rent-chargee):—

(a) The Council shall be entitled to none of the powers and remedies given to Encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and

(b) No covenants on the part of the Encumbrancer and his successors in title are implied in this Memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.

5. Insofar as the exercise of its discretion by the Council in the circumstances set out in the *Third Schedule* may amount to moneys worth provided by the Council within the meaning of Section 3(1)(a) of the Credit Contracts Act 1981 then the moneys worth so provided equates or exceeds the aggregate of the annual rent charge payable by the Encumbrancer during the term hereof.

6. In the event of the Encumbrancer wishing to enter into a mortgage or mortgages of the land to have priority to this Memorandum the Encumbrancer shall be entitled at his own cost in all things to a Memorandum of Priority granted by the Council in favour of any such mortgages or mortgages PROVIDED that the mortgagee thereunder consents to and acknowledges that it is bound by the covenants of this Memorandum for the purposes of Section 105 of the Land Transfer Act 1952.

7. In this Memorandum and its Schedules:—

(a) "the land" refers to that described in the *Second Schedule* and any part of it.

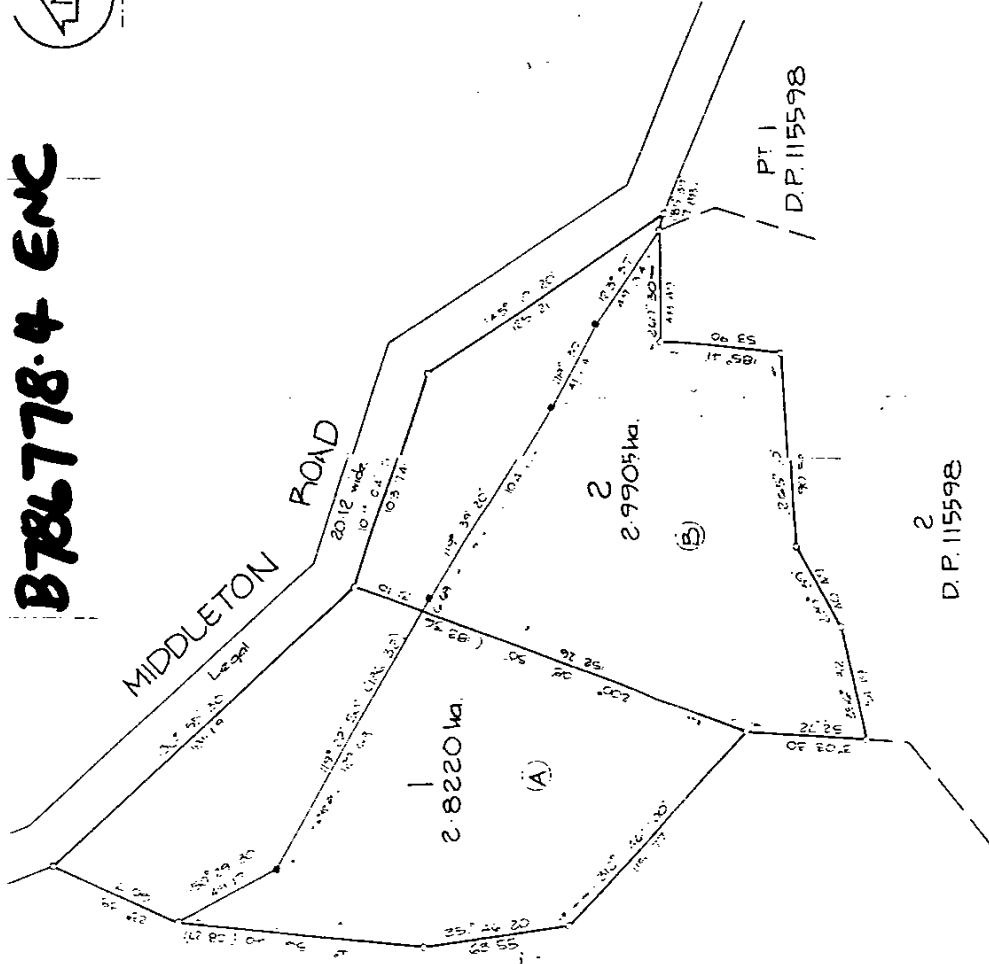
(b) "Schedule" refers to the several Schedules attached to this Memorandum.

(c) Words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.

*Confirmed with Mrs M. Crawford that
within will suffice purpose of Proposed Conservation
Covenants on Plan 120521*

G. Gump
for

B786778.4 ENC



D. P. 60065

D. P. 115598

PT. 1
D. P. 115598

Prescribed Owners
Pursuant to a resolution of the Franklin County Council passed on the 19th of 19th approving pursuant to Section 305 of the Local Government Act 1974 this survey plan does certify that the survey plan is in accordance with the requirements of provisions of the operative district scheme for the area to which the survey plan relates the Council of the Franklin County Council was off. hereto in the presence of

Shown	Description	Area
(A)	Lot 1 Herson	1.8995
(B)	Lot 2 Herson	2.2740

New C & T. Allocated
Lot 1
Lot 2

Total Area 5.8125 ha.
Comprised in CT 650/169 PT.

I, Brian Robert Roche of Pukekohe Registered Surveyor and holder of an annual practicing certificate for the Surveyors Act 1968 hereby certify that this plan has been prepared in accordance with the provisions of the Survey Act 1968 and that I have been made in accordance with the Survey Regulations 1977.

Dated at Pukekohe this 10th day of September 1987 Signature

Field Book A. Inverness Bk. B.

Reference Plans

Examined Correct

Approved as to Survey

Chief Surveyor

Deposited this day of 19

Distinct Land Register

14 Received Instructions

262566

AND DISTRICT North Auckland
URVEY BLK. & DIST. 1 Opapeke
ZMS 261 SHIT RECORD MAP No

LOTS 1 & 2 BEING SUBDIVISION
OF LOT 1 D.P. 115598

TERRITORIAL AUTHORITY Franklin County
Surveyed by Murray North Limited
Scale 1:1500 Date September 1987

Murphy
MURPHY

MEMORANDUM OF ENCUMBRANCE

The Rural Banking and Finance Corporation of New Zealand as Mortgagee of the Land under and by virtue of Memorandum of Mortgage No. B.304530.2

N. & J.M. BURNDRED

Encumbrance.

HEREBY CONSENTS to and acknowledges that it is bound by the above-written Memorandum of Encumbrance for the purposes of Section 105 of the Land Transfer Act 1952.

FRANKLIN COUNTY COUNCIL

Council

SIGNED by the Rural Banking and Finance Corporation of New Zealand as Mortgagee by

GARY FRANK HEWITT

acting for the said corporation pursuant to Section 16 of the Rural Banking and Finance Corporation Act 1974 in the presence of;

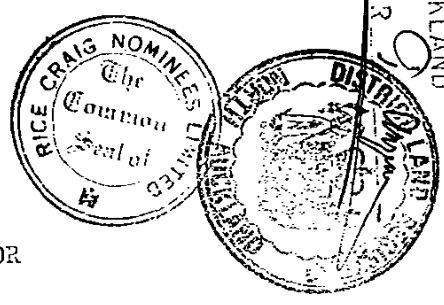
CLERK/SOLICITOR
RURAL BANKING AND
FINANCE CORPORATION,
PRIVATE BAG, AUCKLAND.

Rice Craig Nominees Limited as Mortgagee of the Land under and by virtue of Memorandum of Mortgage No. B.304530.3 HEREBY CONSENTS to and acknowledges that it is bound by the above-written Memorandum of Encumbrance for the purposes of Section 105 of the Land Transfer Act 1952.

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST LAND REGISTRAR
69B/366,367

2.05 23.FEB88 B 786778.4

The Common Seal of RICE CRAIG NOMINEES LIMITED was hereunto affixed in the presence of



..... DIRECTOR

..... DIRECTOR

LT 0 copy.

BRANTON-BROOKFIELD
SOLICITORS,
AUCKLAND.





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




R. W. Muir
Registrar-General
of Land

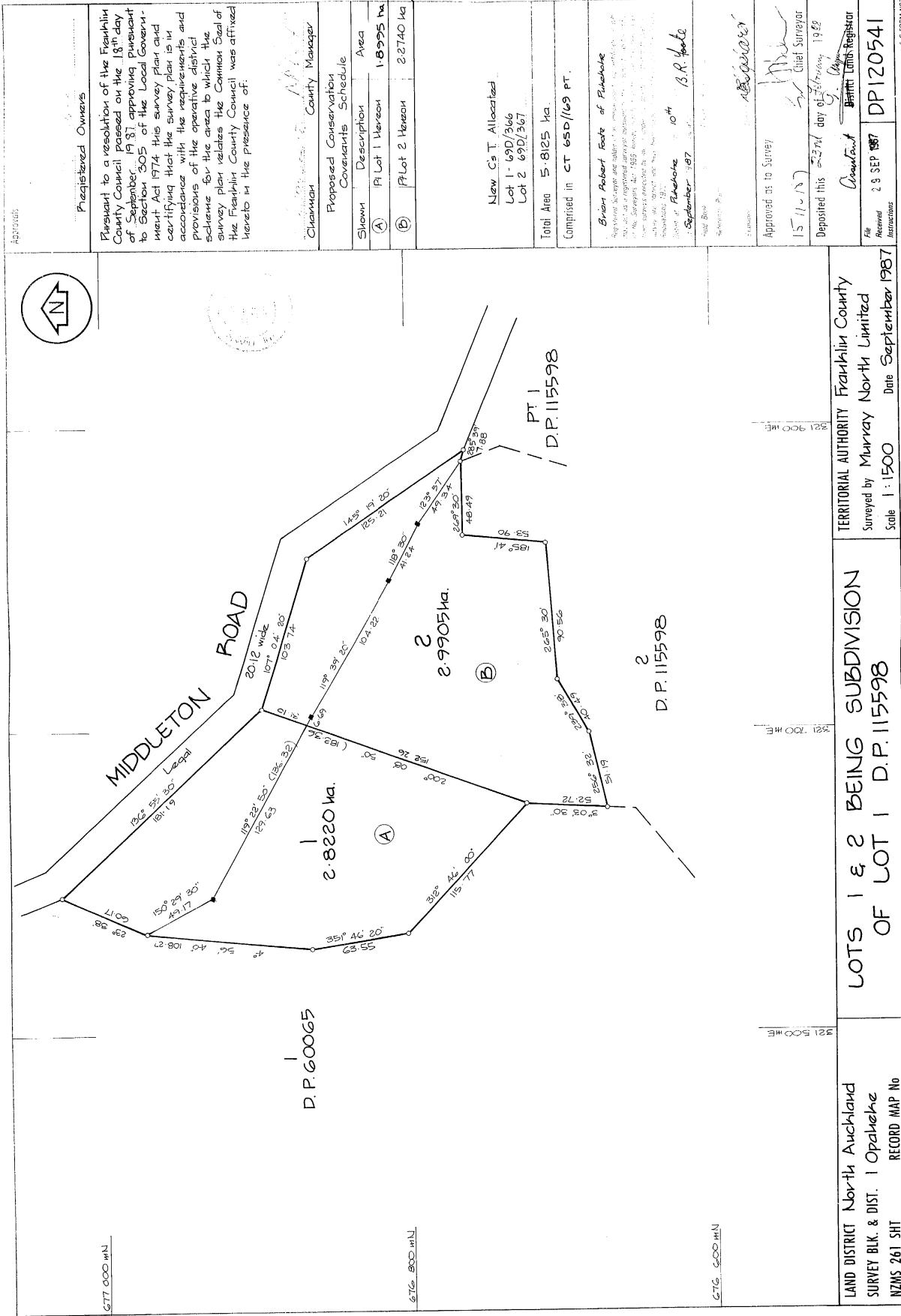
Identifier **NA69D/366**
Land Registration District **North Auckland**
Date Issued 23 February 1988

Prior References
NA65D/169

Estate Fee Simple
Area 2.8220 hectares more or less
Legal Description Lot 1 Deposited Plan 120541

Registered Owners
Fletcher Concrete and Infrastructure Limited

Interests
B786778.4 Encumbrance to Franklin County Council - 23.2.1988 at 2:05 pm
8223869.1 Land Covenant - 14.7.2009 at 9:00 am
Land Covenant in Covenant Instrument 12112652.16 - 29.6.2021 at 12:12 pm



Registered Owners

Pursuant to a resolution of the Franklin County Council passed on the 18th day of September 1987 approving pursuant to Section 305 of the Local Government Act 1974 this survey plan and certifying that the survey plan is in accordance with the requirements and provisions of the operative district scheme for the area to which the survey plan relates the Common Seal of the Franklin County Council was affixed hereto in the presence of:

Chairman _____ County Manager _____

Proposed Conservation Covenants Schedule

Shown	Description	Area
(A)	Pl Lot 1 Hereon	1.8995 ha
(B)	Pl Lot 2 Hereon	2.2740 ha

New Cs T. Allocated
 Lot 1 - 69D/366
 Lot 2 - 69D/367

Total Area 5.8125 ha.
 Comprised in CT 65D/169 FT.

Brian Robert Fote of Auckland
 Registered Surveyor
 15/11/87
 Approved as to Survey

Deposited this 23rd day of September 1987
 Registrar
 23 SEP 1987
 DP120541

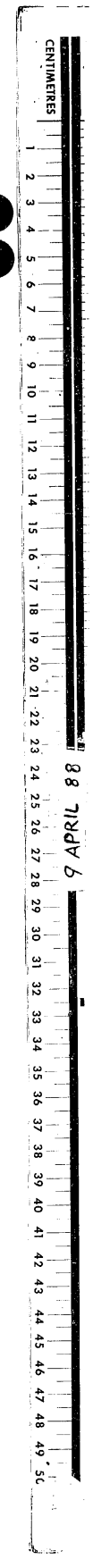
Scale 1:1500 Date September 1987

TERRITORIAL AUTHORITY Franklin County
 Surveyed by Murray North Limited

LOTS 1 & 2 BEING SUBDIVISION OF LOT 1 D.P. 115598

LAND DISTRICT North Auckland
 SURVEY BLK. & DIST. 1 Opapeke
 NZMS 261 SH1
 RECORD MAP No

G.T.C. 600 mN
 G.T.C. 600 mN
 G.T.C. 600 mN





WINSTONE
AGGREGATES

**Part
A**

Boffa Miskell



Appendix A6.9

Records of Title - 255 Middleton Road, Drury -
Lot 1 DP 60065

View Instrument Details



Instrument No 12112652.16
Status Registered
Date & Time Lodged 29 June 2021 12:12
Lodged By Cho, Hyung Jun
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
NA576/104	North Auckland
832771	North Auckland
832772	North Auckland
NA126C/763	North Auckland
NA18D/1181	North Auckland
NA28A/1311	North Auckland
NA575/139	North Auckland
NA576/105	North Auckland
NA57D/1355	North Auckland
NA69D/366	North Auckland
NA8A/243	North Auckland
NA91A/948	North Auckland
NA99C/513	North Auckland

Annexure Schedule Contains 7 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Simon James Munday as Covenantor Representative on 23/06/2021 03:56 PM

Covantee Certifications

I certify that I have the authority to act for the Covantee 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 Anna Louise Hickmott as Covantee Representative on 23/06/2021 03:50 PM

*** End of Report ***

Form 26**Covenant instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor**REFUSE MANAGEMENT LIMITED****Covenantee****FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED****Grant of Covenant**

The Covenantor being the registered owner of the burdened land(s) set out in Schedule A **grants to the Covenantee** (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	DP 523503	Lots 1 and 2 DP 523503 (832771 and 832772)	Lot 1 DP 105061 (NA57D/1355) Lot 1 DP 60065 (NA18D/1181) Part Allotment 79 Parish of Hunua (NA576/104) Part Allotment 79 Parish of Hunua (NA576/105) Allotment 38 Parish of Hunua (NA575/139) Lot 2 DP 55769 (NA8A/243)

			<p>Lot 2 DP 115598 (NA99C/513)</p> <p>Lot 1 DP 120541 (NA69D/366)</p> <p>Allotment 345 Hunua Parish (NA28A/1311)</p> <p>Lot 5 DP 152736 (NA91A/948)</p> <p>Lot 1 DP 197292 (NA126C/763)</p>
--	--	--	---

Covenant rights and powers (including terms, covenants and conditions)

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 209 of the Land Transfer Act 2017].

[Annexure Schedule B].

Annexure Schedule B

Page 3 of 7 Pages

Insert instrument type

Land covenant

BACKGROUND

- A. The Covenantor is registered owner of the lands described as Lots 1 and 2 DP 523503 contained in records of title 832771 and 832772 (North Auckland Registry), to which this Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered owner of the following lands, which are adjacent and/or nearby Covenant Land:
- (i) Lot 1 DP 105061 comprised in certificate of title NA57D/1355;
 - (ii) Lot 1 DP 60065 comprised in certificate of title NA18D/1181;
 - (iii) Part Allotment 79 Parish of Hunua comprised in certificate of title NA576/104;
 - (iv) Part Allotment 79 Parish of Hunua comprised in certificate of title NA576/105;
 - (v) Allotment 38 Parish of Hunua comprised in certificate of title NA575/139;
 - (vi) Lot 2 DP 55769 comprised in certificate of title NA8A/243;
 - (vii) Lot 2 DP 115598 comprised in certificate of title NA99C/513;
 - (viii) Lot 1 DP 120541 comprised in certificate of title NA69D/366;
 - (ix) Allotment 345 Hunua Parish comprised in certificate of title NA28A/1311;
 - (x) Lot 5 DP 152736 comprised in certificate of title NA91A/948; and
 - (xi) Lot 1 DP 197292 comprised in certificate of title NA126C/763,
- (together the "**Winstone Land**").
- C. The Covenantor intends to construct dwellings on the Covenant Land ("**Dwellings**").

Annexure Schedule B

Insert instrument type

Land covenant

- D. The Covenantee carries out various aggregate extraction, processing, importing of materials, distribution, disposal of overburden, rehabilitation activities and other ancillary and incidental activities ("**Quarry Activities**") on the Winstone Land which result in, or are likely to result in, effects including, but not limited to, noise, vibration, wind borne distribution of aggregate particles, dust, effects of transportation of materials (including noise and vibration) on roadways and accessways, effects of dewatering processes, and the effects of explosion (including ground vibration and airblast) and the usual incidences associated with Quarry Activities ("**Quarry Effects**") which may have consequences beyond the boundaries of the Winstone Land.
 - E. The Covenantor has agreed with the Covenantee to accept for itself and its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land a requirement to comply with the terms of this Covenant.
- COVENANTS**
- 1. The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land for the benefit of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.
 - 2. The Covenantor covenants with and for the benefit of the Covenantee that the Covenantor will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 1 provided always that any party shall as regards this Covenant be liable only in respect of breaches of this Covenant which shall occur while it shall be the registered proprietor of the Covenant Land or any part thereof.

Annexure Schedule B

Page 5 of 7 Pages

Insert instrument type

Land covenant

SCHEDULE 1

Covenants

1. The Covenantor covenants that it is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users or lawful invitees coming to use or having an interest in or being on the Covenant Land or any part thereof, of:
 - (a) the location of the proposed Dwellings, which is in immediate proximity to the Winstone Land where Quarry Activities occur; and
 - (b) the usual incidences of Quarry Activities, which result in, or are likely to result in Quarry Effects which may have consequences beyond the Winstone Land.
2. Without limiting clause 1, the Covenantor further covenants to include in any lease, licence or any other written document relating to the use or occupation of the Covenant Land (including without limitation the proposed Dwellings), a covenant with the Covenantor on the same terms as set out in this Schedule 1, for the benefit of both the Covenantor and Covenantee, and to require compliance with such obligations.
3. The Covenantor covenants that it shall not object to or take any legal or other action in respect of any Quarry Effects generated by any Quarry Activities including but not limited to noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, effects of dewatering processes and the effects of explosion (including ground vibration and airblast) provided that any noise effects are within the levels:
 - (a) authorised by existing use rights;
 - (b) authorised by current or future resource consents; or
 - (c) permitted by the District or Regional Plans.

Annexure Schedule B

Page 6 of 7 Pages

Insert instrument type

Land covenant

4. Without limiting clause 3, the Covenantor further covenants that it shall not:
 - (a) make or lodge; nor
 - (b) be party to, procure, assist or support, any submission, application or proceeding (under the Resource Management Act 1991 or otherwise) with the Auckland Council or any other territorial or other authority having jurisdiction, designed or intended to or having the effect of limiting the Covenantee's conducting of Quarry Activities from the Winstone Land or in opposition to any resource consent application or any other application or submission made under the Resource Management Act 1991 by the Covenantee in relation to Quarry Activities on the Winstone Land.
5. The Covenantor covenants that it will indemnify and keep indemnified the Covenantee against all losses, damages, costs and expenses for which the Covenantee shall or may suffer, incur, or become liable for arising out of any compliant made about the Covenantee's conducting of Quarry Activities from the Winstone Land or application for resource consent in relation to Quarry Activities on the Winstone Land in breach of clauses 3 or 4 above.
6. The Covenantor covenants to provide written approval, if requested by the Covenantee, for any application for a resource consent or, where applicable, any other application or submission made under the Resource Management Act 1991 by the Covenantee in relation to Quarry Activities on the Winstone Land.
7. The Covenantor covenants that the proposed Dwellings shall be designed to achieve internal noise levels that shall not exceed 35 dBA_{Leq} over a 24 hour period in bedrooms and 40 dBA_{Leq} over a 24 hour period in other habitable rooms, based on an external noise level of 55dBA_{Leq} during the hours of 6:00am to 10:00pm and 45dBA_{Leq} during the hours of 10:00pm to 6:00am.
8. The criteria set out above in clause 7, shall be met at the same time as the ventilation provisions of the clause G4 of the New Zealand Building Code.

Annexure Schedule B

Page 7 of 7 Pages

Insert instrument type

Land covenant

9. A certificate from a suitably qualified and experienced acoustical consultant shall be provided to the Covenantee prior to any application for building consent demonstrating that the building design of the proposed Dwellings will achieve the criteria set out in clauses 7 and 8.
10. The Covenantor covenants that the proposed Dwellings will be constructed in accordance with the design criteria set out in clauses 7 and 8 and the certificate set out in clause 9.



FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED

CLIFFORD LEONARD DAVIS AND CHERRY ANNE DAVIS

DEED OF COVENANT

It is hereby requested that the
within covenant be noted on
both the servient and dominant
lands within.

Solicitor for the covenantee.

Correct for the purposes of the
Land Transfer Act 1952:

Solicitor for the covenantee.

RUSSELL McVEAGH

DEED dated

13 October

2008

PARTIES

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED ("Covenantee")

CLIFFORD LEONARD DAVIS AND CHERRY ANNE DAVIS ("Covenantor")

INTRODUCTION

- A. The Covenantor is registered as proprietor of the land described as Lot 1 DP 203567 contained in certificate of title 132A/778 (North Auckland Registry), to which this Covenant applies ("Covenant Land").
- B. The Covenantee is registered as the proprietor of adjacent land described as Lot 1 DP 105061, Lot 1 DP 60065, Part Lot 79 Parish of Hunua, Part Lot 38 Parish of Hunua, Lot 2 DP 55769, Lot 2 DP 115598, Lot 1 DP 120541, ~~Lot 1 DP 109558~~, Lot 345 Parish of Hunua and Lot 5 DP 152736 (North Auckland Registry) ("Winstone Land"). Titles = 570/1355, 180/1181, 576/104, 576/105, 575/139, 8A/243, 994/513, 690/366, ~~127/259~~, 28A/1311 & 91A/948.
- C. The Covenantee carries out various aggregate extraction, processing, importing of materials, distribution, disposal of overburden, rehabilitation activities and other ancillary and incidental activities ("Quarry Activities") on the Winstone Land which result in, or are likely to result in, effects including, but not limited to, noise, vibration, wind borne distribution of aggregate particles, dust, effects of transportation (including noise and vibration) on roadways and accessways, effects of dewatering processes, and the usual incidences associated with Quarry Activities ("Quarry Effects") which may have consequences beyond the boundaries of the Winstone Land.
- D. The Covenantor has agreed with the Covenantee to accept for itself and its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land a requirement to comply with the terms of this Covenant.

COVENANTS

The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land for the benefit of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.

The Covenantor covenants with and for the benefit of the Covenantee that the Covenantor will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 1 provided always that any party shall as regards this Covenant be liable only in respect of breaches of this Covenant which shall occur while it shall be the registered proprietor of the Covenant Land or any part thereof.

SIGNATURES

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED by:

Signature of director

Name of director

[Handwritten signature]
Mark James King

Signature of director

Name of director

[Handwritten signature]
William J. Reed

SIGNED by CLIFFORD LEONARD DAVIS in the presence of:

Signature of witness

Occupation

City/town of residence

[Handwritten signature]
Sales Consultant
Karaka

Clifford Leonard Davis

[Handwritten signature]

SIGNED by CHERRY ANNE DAVIS in the presence of:

Signature of witness

Occupation

City/town of residence

[Handwritten signature]
Sales Consultant
Karaka

Cherry Anne Davis

[Handwritten signature]

SCHEDULE 1**Covenants**

1. The Covenantor covenants that it is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users coming to use or having an interest in the Covenant Land or any part thereof, of:
 - (a) the location of the proposed dwelling, which is in immediate proximity to the Winstone Land where Quarry Activities occur; and
 - (b) the usual incidences of Quarry Activities, which result in, or are likely to result in, environmental effects including (but without limitation) noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, effects of dewatering processes, and the effects of explosion (including ground vibration and airblast) which may have consequences beyond the Winstone Land.
2. Without limiting clause 1, the Covenantor further covenants to include in any lease, licence or any other written document relating to the use or occupation of the Covenant Land, a covenant with the Covenantor on the same terms as set out in this Schedule 1, for the benefit of both the Covenantor and Covenantee, and to require compliance with such obligations.
3. The Covenantor covenants that it shall not object or take any legal or other action in respect of any Quarry Effects generated by any Quarry Activities including but not limited to noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, and the effects of explosion (including ground vibration and airblast) provided that the Quarry Effects are within the levels:
 - (a) authorised by existing use rights;
 - (b) authorised by resource consents; or
 - (c) permitted by the District or Regional Plans.
4. Without limiting clause 3, the Covenantor further covenants that it shall not:

- (a) make or lodge; nor
- (b) be party to, procure, assist or support

any submission, application or proceeding (under the Resource Management Act 1991 or otherwise) with the Papakura District Council ("PDC") or the Auckland Regional Council ("ARC") or any other territorial or other authority having jurisdiction, designed or intended to or having the effect of limiting the Covenantee's conducting of Quarry Activities from the Winstone Land or in opposition to any resource application made by Winstone in relation to Quarry Activities on the Winstone Land.

5. The Covenantor covenants that it will indemnify and keep indemnified Winstone against all losses, damages, costs and expenses for which Winstone shall or may suffer, incur, or become liable for arising out of any complaint made about Winstone's conducting of Quarry Activities from the Winstone Land or application for resource consent in relation to Quarry Activities on the Winstone Land in breach of clauses 3 or 4 above.
6. The Covenantor covenants to provide written approval, if requested by Winstone, for any application for resource consent made by Winstone in relation to Quarry Activities on the Winstone Land.
7. The Covenantor covenants that the proposed dwelling shall be designed to achieve internal noise levels that shall not exceed 35 dBA L_{eq} over a 24 hour period in bedrooms and 40 dBA L_{eq} over a 24 hour period in other habitable rooms, based on an external noise level of 55dBA L_{10} during the hours of 6:00am to 9:00pm and 45dBA L_{10} during the hours of 9:00pm to 6:00am.
8. The criteria set out above in clause 7, shall be met at the same time as the ventilation provisions of the clause G4 of the New Zealand Building Code.
9. A certificate from a suitably qualified and experienced acoustical consultant shall be provided to Winstone prior to any application for building consent demonstrating that the building design will achieve the criteria set out in clauses 7 and 8.
10. The Covenantor covenants that the proposed dwelling will be constructed in accordance with the design criteria set out in clauses 7 and 8 and the certificate set out in clause 9.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Mortgage

Page **1** of **1** pages

Consentor
Surname must be underlined or in CAPITALS

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

ANZ NATIONAL BANK LIMITED (formerly ANZ Banking Group (New Zealand) Limited)

Mortgagee under mortgage no. D660291.3

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

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

[section of the Act]

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

the Consentor hereby consents to:
the registration of the attached deed of covenant dated 13 October 2008 over certificate of title 132A/778 (North Auckland Registry).

It is certified that on 26 June 2004 ANZ Banking Group (New Zealand) Limited was amalgamated with the National Bank of New Zealand Limited to become ANZ National Bank Limited and that this mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993

Dated this 7th day of May 2009

Attestation

ANZ National Bank Limited By its Attorney Michael John Kemp	Signed in my presence by the Consentor
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Yi-Ling Hsu Occupation Bank Officer Address Auckland
Signature of Consentor	

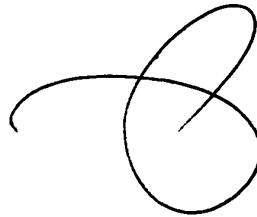
An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

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

I, Michael John Kemp of **Auckland**, New Zealand, **Team Leader,
Lending Services Centre** of ANZ National Bank Limited, certify –

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

Signed at Auckland this day of 8 May 2009.



Land Information New Zealand, Dealing Numbers:

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

Landonline User ID: russellman
 LODGING FIRM: RUSSELL MCV EAGH
 Address: PO BOX 8
 AUCKLAND

Uploading Box Number: JW8
 ASSOCIATED FIRM: JW8
 Client Code / Ref: 1538245

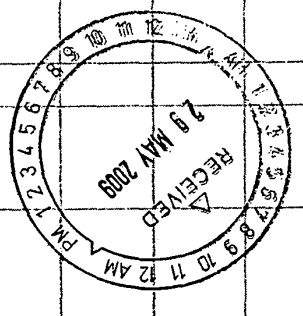
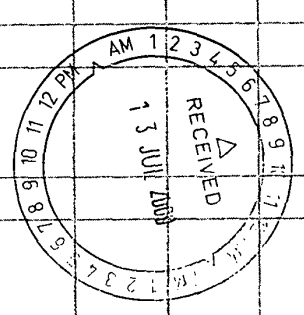
HEREWITH:
 Survey Plan
 Title Plan of
 Traverse Sites
 Field Notes
 Calc Sheets (#)
 Survey Report

Plan Number Pre-Allocated or to be Deposited
 Other (state): NA

Rejected Dealing Number: 8181077.1

COV 8223869.1 Covenan
 Copy - 02/03, Pgs - 009, 13/07/09, 12:08
Copies
 (inc. original)
 DocID: 512044622

Priority Class	CT Ref	Type of Instrument	Names of Parties	GOVERNMENT OR SURVEY FEES	MULTITITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES & GST INCLUSIVE
1	SEE SCHEDULE	COV	DAVIS/ELETCHER CONCRETE	60.00						31	\$60.00
2											
3											
4											
5											
6											



Land Information New Zealand (Lodgement Form)
 Annotations: LINZ USE ONLY
 Fees, Receipt and Tax Invoice
 GST Register Number: 17-022-895
 LINZ Form P005
 LINZ Form P005 - PDF
 Original Signatures? _____
 Subtotal (for this page) \$60.00
 Total for this dealing \$60.00
 Less Fees paid on Dealing # 8181077.1 31
 Debit my Account for \$60.00

* Schedule.

- A. The Covenantor is registered as proprietor of the land described contained in certificate of title 132A/778 (North Auckland F Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered as the proprietor of adjacent land 105061, Lot 1 DP 60065, Part Lot 79 Parish of Hunua, Part Lot 2 DP 55769, Lot 2 DP 115598, Lot 1 DP 120541, Lot 1 DP 1C Hunua and Lot 5 DP 152736 (North Auckland Registry) ("**Winstone** 570/1355, 180/1181, 576/104, 576/105, 575/139, 690/366, ~~671/139~~, 28A/1311 + 91A/948).
- C. The Covenantee carries out various aggregate extraction, processing materials, distribution, disposal of overburden, rehabilitation activities and incidental activities ("**Quarry Activities**") on the Winstone Land. The effects of these activities are likely to result in, effects including, but not limited to, noise, dust, vibration, distribution of aggregate particles, dust, effects of transportation (vibration) on roadways and accessways, effects of dewatering and incidences associated with Quarry Activities ("**Quarry Effects**") beyond the boundaries of the Winstone Land.
- D. The Covenantor has agreed with the Covenantee to accept for the benefit of the Covenantee, its assigns, lessees, licensees or occupiers of any part of the land the requirement to comply with the terms of this Covenant.

COVENANTS

The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land with the following covenants in favour of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.



D470767.6TE

RUSSELL McVEAGH

25 January 2000

By hand

PARTNERS

JOHN KING
JOHN LUSK
GERARD CURRY
SUY CHAPMAN
PAUL OLDFIELD
CAMERON FLEMING
PATRICK BOWLER
DEREK NOLAN
JEFF MORRISON
DEREK JOHNSTON
LAURIE MAYNE
ANDREW HARMOS
JOHN COLLINGS
FRED THORP
STEPHEN KOS
GREG THOMPSON
ALAN A COURT
FRIDENCE FLACKS
CHRISTOPHER BROWNE
GEOFFREY HARLEY
MATTHEW DUNNING
LANCE HEENAN
RICHARD MEHRTEHS
DAVE WETHERELL
PHILIP SKELTON
PAUL MAJUREY
JUSTIN SMITH
PAUL DAVID
PRAVIR TESIARAM
MARK GAVIN
SIMON HORNER
GRAEME DUGLEY
MICHAEL CROHN
ALAN PATERSON
GARTH SINCLAIR
FREDERICK WARD
RICHARD McLEATH
GRANT WILSON
CHERYL GWYN
MICHAEL HOLM
MARY PETERS
BRUCE MCCLINTOCK
GRANT KEMBLE
NICHOLAS WELLS

CONSULTANTS

GEOFFREY RICKETTS
MICHAEL BENNETT
MARTIN DAWSON

District Land Registrar
North Auckland Land Registry
AUCKLAND

For: Karuna

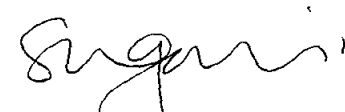
DEALING D.470767

We enclose notice of production 94/915 in respect of certificates of title 118D/1181 and 576/104, which are required to complete registration of the land covenant in favour of Winstone Aggregates Limited included in the above dealing.

We also enclose a letter of authority from Short & Co solicitors lodging the dealing, authorising us to act on their behalf in this respect.

Please contact the writer if you have any queries.

Yours faithfully
RUSSELL McVEAGH


Samantha Gain
Senior solicitor

Direct phone: 367 8116
Direct fax: 367 8459
Email: samantha.gain@russellmcveagh.com

SHORT & CO

BARRISTERS SOLICITORS NOTARIES

214 GREAT SOUTH ROAD
TAKANINI
NEW ZEALAND

P O BOX 153, PAPAURA
DX EP76513, PAPAURA
TELEPHONE: (09) 298 9460
FAX: (09) 298 0476

PARTNERS
DAVID C R SHORT LLB Notary Public
JOHN MACDONALD LLB(BONS) LL.M
TIMOTHY J BURCHELL LLB
JOHN GRAY LLB M Com Law (HONS)

21 January 2000

Russell McVeagh McKenzie Bartleet & Co.
Solicitors,
DX CX 10085
AUCKLAND

FAX 367 8459

ATTENTION: SAMANTHA GAIN

WINTONE AGGREGATES LIMITED - DE BAUGH

We refer to our telephone conversations this morning and hereby authorise you to lodge as part of our dealing the production slips for the additional titles required to enable registration of the Easement Transfer.

We confirm that Karuna at Linz is handling the matter and the abstract number is D470767.

Yours faithfully
SHORT & CO


MARIE OFFEN

TRANSFER
Land Transfer Act 1952



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No.	All or Part?	Area and legal description -- <i>Insert only when part or Stratum, CT</i>
126C	763	(together "servient tenement")
126C	764	

Transferor Surnames must be underlined or in CAPITALS

BRUCE GORDON de BAUGH and MARLENE JOY de BAUGH

Transferee Surnames must be underlined or in CAPITALS

WINSTONE AGGREGATES LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Easement to carry on quarrying activities to be forever appurtenant to the Transferee's land being all the land in certificates of title 18D/1181, 576/104 (limited as to parcels), 8A/243, 575/139, 57D/1355 and 99C/513 ("dominant tenement") (continued on Annexure Schedule) * 576/105 and 28A/1311

Consideration

\$1.00

Operative Clause

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

Dated this 7th day of December 2009

Attestation

	Signed in my presence by the Transferor
B G de Baugh	Signature of Witness
M J de Baugh	Witness to complete in BLOCK letters <i>(unless typewritten or legibly stamped)</i>
	Witness name Marie A. Offen
Signature, or common seal of Transferor	Occupation Legal Executive
	Address Takanini

Certified correct for the purposes of the Land Transfer Act 1952
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

[Empty box for date]

Page

1

of

2

Pages



ESTATE OR INTEREST OR EASEMENT TO BE CREATED (CONTINUED)

The Transferor transfers and grants to the Transferee, an easement for all time being the full, free, uninterrupted and unrestricted right, liberty and licence from time to time and at all times to carry on all quarrying activities on the dominant tenement in a manner authorised under the Resource Management Act 1991 and which may have adverse effects on the servient tenement, including (but without limitation):

(a) the emission of noise, vibrations, earth movement and dust over the servient tenement and effects of explosion on the servient tenement; and

(b) allowing such emissions to escape, pass over or settle on and vibrations and effects of explosions to pass through the servient tenement.

COVENANTS, TERMS AND CONDITIONS

The Transferor and the Transferee acknowledge and confirm that:

1. The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952 shall not apply to this easement.
2. Any dispute which may arise between the parties out of or in connection with this easement ("Dispute") shall be referred to and resolved by arbitration by a sole arbitrator under the Arbitration Act 1996. The arbitral proceedings shall commence on the date that a written request for the Dispute to be referred to arbitration as received by the respondent. The arbitrator shall be appointed by the parties to the initial Dispute failing agreement within 10 working days, after the date of receipt of the written request the arbitrator shall be appointed at the request of a party by the president or vice president for the time being of the New Zealand Law Society or the Nominee of such president or vice president. The place of the arbitration shall be Auckland, New Zealand. The substantive law of New Zealand shall apply to the arbitration. No arbitral proceedings are to be commenced in respect of any Dispute unless the written request for the Dispute to be referred to arbitration is receiving by the respondent within three months of the time when the matter or matters giving rise to the Dispute first came to the attention of the parties seeking to commence the arbitral proceedings.
3. Clauses 3 and 6 of the Second Schedule of the Arbitration Act 1996 shall apply to any arbitral proceedings under this easement. All other clauses in the Second Schedule shall not apply.
4. This grant and the covenants and conditions herein set forth shall be binding upon the executors, administrators, successors in title and assigns of the Transferor.
5. The Transferee may grant any licence or right in respect of any estate or interest conferred by this easement and may assign any such estate or interest.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signatures and initials]

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page 2 of 2 Pages

WINSTONE AGGREGATES LIMITED

by:

JOHN LEONARD PATERSON

Name of director

[Signature]

Signature of director

CHRISTOPHER BRIAN SCULLIN

Name of director

[Signature]

Signature of director

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Registrar-General
of Land under No. 1995/1004EF



TRANSFER

Land Transfer Act 1952

LINZ COPY

**PRODUCED
ENTERED**

3.10.19 JAN 00

**PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
for REGISTER GENERAL OF LAND**
22.1.2000
21.9.2000
470767-6F

*all actions over domain
land / service land papers
for effect*

Law Firm Acting
Russell McVeagh McKenzie Bartleet & Co PO Box 8 Auckland 51-53 Shortland Street Auckland

Auckland District Law Society
REF 4135 /4

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



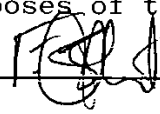
D683074.1 ENC.

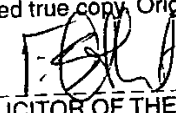
WINSTONE AGGREGATES, a division of FLETCHER CONCRETE
AND INFRASTRUCTURE LIMITED

PAPAKURA DISTRICT COUNCIL

MEMORANDUM OF ENCUMBRANCE

Certified correct for the purposes of the Land
Transfer Act 1952


Certified true copy Original Sighted


A SOLICITOR OF THE HIGH COURT
OF NEW ZEALAND

RICE CRAIG
SOLICITORS

(FG HERBERT)
PO BOX 72-440
PAPAKURA
PH: (09) 299-6900

MEMORANDUM OF ENCUMBRANCE

PARTIES

WINSTONE AGGREGATE, a division of FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED ("Encumbrancer")

PAPAKURA DISTRICT COUNCIL ("Encumbrancee")

INTRODUCTION

- A. The Encumbrancer is the registered proprietor of land more particularly described in Schedule 1 ("Quarry Land").
- B. The Encumbrancer uses the land, or intends to use the land, for quarrying purposes.
- C. The Encumbrancee has included in its District Plan, an area surrounding the Quarry Land known as the "Aggregate Resource Protection Area" ("ARPA"), which is intended to signify the boundary of the buffer zone between the Quarry Land and surrounding land.
- D. If any owner of land within the APRA wishes to construct a dwelling or certain other noise or vibration sensitive buildings or to undertake certain noise or vibration sensitive activities on the land, then they must apply to the Encumbrancee for consent ("Application").
- E. A protocol has been agreed between the Encumbrancee and Encumbrancer to assist the processing of Applications. The Encumbrancee and Encumbrancer have agreed to apply the protocol, in the current form or as amended from time to time.
- F. This encumbrance records the existence of the protocol and the intent of the Encumbrancee and Encumbrancer to continue to apply a protocol for these purposes.

COVENANTS

- 1. The Encumbrancer hereby encumbers the Quarry Land for the benefit of the Encumbrancee for a term of 999 years commencing on the date of this encumbrance with an annual rent charge of \$1 payable in one sum upon demand by the Encumbrancee and thereafter on the anniversary of the date of such demand in the event of a breach of any of the covenants contained in Clause 2 of this encumbrance by the Encumbrancer.
- 2. The Encumbrancer covenants with and for the benefit of the Encumbrancee that the Encumbrancer shall observe and perform all the stipulations and restrictions contained in Schedule 2, or as amended by agreement between the Encumbrancer and Encumbrancee from time to time.
- 3. With the exception of section 104 of the Property Law Act 1952 and section 154 of the Land Transfer Act 1952, none of the rights, powers, remedies and implied covenants provided pursuant to the Land Transfer Act 1952 and the Property Law Act 1952 shall apply to his encumbrance.

4. The Encumbrancer shall be entitled to a release of this encumbrance where:
- (a) the Encumbrancer is able to demonstrate to the Encumbrancee, upon reasonable grounds, that the obligations secured by this encumbrance have become obsolete; and
 - (b) in such circumstances the Encumbrancee shall provide the Encumbrancer with a full release of this encumbrance.

SIGNED AS A DEED

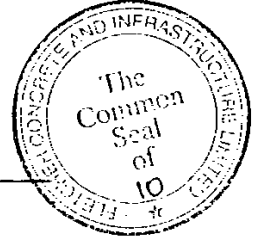
FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED by:

Signature of director

Willem Jon Roest
Name of director

Signature of director

Mark James Binns
Name of director



PAPAKURA DISTRICT COUNCIL by:

Signature of director

David Buisi
Name of director

MM

Signature of director

THOMAS M'LEAN
Name of director

SCHEDULE 1

Legal description of Quarry Land

1. 52.3056 ha, Lot 1 DP60065, contained in certificate of title 18D/1181 ✓
2. 101.2283 ha, part allotment 79 parish of hunua, contained in certificate of title 576/104 ✓
(limited as to parcels)
3. 12.5907 ha, LOT 2 DP55769, contained in certificate of title 8A/243 ✓
4. 43.5037 ha, allot 38 parish of hunua, contained in certificate of title 575/139 ✓
5. 23.5247 ha, lot 1 DP105061, contained in certificate of title 57D/1355 ✓
6. 17.9700 ha, lot 2 DP115598, contained in certificate of title 99C/513 ✓

(all North Auckland Registry)

SCHEDULE 2

Covenants

The Encumbrancee covenants for the term of this encumbrance that the Encumbrancer and its successors in title shall comply with the obligations of Winstone Aggregates as set out in the protocol hereunder between the Encumbrancee and Encumbrancer from time to time or as varied by agreement.

Protocol

1. This protocol between **Winstone Aggregates a division of Fletcher Concrete and Infrastructure Limited** and **Papakura District Council** provides a procedure to process resource consent applications for subdivision or land use within the ARPA around the Hunua / Symonds Hill Quarry zone.
2. The Protocol is intended:
 - (a) to protect the aggregate resource so that it can be efficiently used and developed, in recognition of its significance to the region;
 - (b) to minimise possible future conflict between activities on neighbouring land and quarry operations;
 - (c) to minimise cost and delay to proposed activities on land within the ARPA by early identification of whether any potential conflicts arise and how they might be addressed, and by avoiding public notification where such notification would otherwise be unnecessary; and
 - (d) where agreement cannot be reached, to use the procedures of the RMA to resolve any conflicts in land use.

Definitions

- "ARPA" means the Aggregate Resource Protection Area more particularly delineated in the Papakura District Council's operative district plan.
- "ARPA Values" means the efficient use and development of the aggregate resource within the Hunua/Symonds Hill Quarry Zone in accordance with the provisions of the operative district plan and good quarry practice.
- "Neighbour" means any owner or occupier of land within the ARPA who wishes to subdivide land or commence an activity within the ARPA requiring a resource consent.
- 'PDC' means Papakura District Council
- "RMA" means the Resource Management Act 1991 or any enactment and substitution thereof.
- 'Winstone' means Winstone Aggregates a division of Fletcher Concrete and Infrastructure Limited, where Winstone is the operator of the Hunua/Symonds Hill Quarry and Fletcher Concrete and Infrastructure Limited is the owner of the land within the Hunua/ Symonds Hill Quarry Zone.

Initial Advice

3. Where PDC receives an initial inquiry about a proposed new activity in the ARPA, PDC will:
 - (a) advise the Neighbour to contact and discuss the proposed activity with Winstone; and
 - (b) supply the Neighbour with a copy of this protocol and associated flow chart and information sheet.
4. Where an application for resource consent within the ARPA is lodged by a Neighbour and where the application material does not include information from Winstone on the activity's potential effects on ARPA Values, and (where appropriate) the way in which such effects might be avoided, remedied or mitigated, PDC will immediately forward a copy of the application to Winstone and request the applicant under section 92(2) of the RMA to provide further information on the potential impact of the application on ARPA Values.

Initial Assessment

5. Upon receiving advice of a proposed subdivision or new activity or of an application, Winstone will at its own cost make an immediate initial assessment as to whether the application/proposal would have adverse effects on ARPA Values.
6. If Winstone is satisfied that there would be no adverse effects of concern to it, it will advise the Neighbour and PDC that it has no concerns about impacts on ARPA Values and what factors Winstone considered were material in reaching that conclusion.
7. If subsequent to Winstone's advice that it has no concerns about the proposal, there is any alteration to the proposal from that originally notified to Winstone affecting factors that were material to its initial assessment, PDC will seek information from Winstone on any likely effects on ARPA Values.

Detailed Assessment

8. If, from its initial assessment, and subject to clause 9 below, Winstone considers there may be potential adverse effects by the proposal on ARPA Values, Winstone will at its own cost carry out a more detailed site-specific assessment of the potential constraints and effects of the proposal on Winstone's intended or actual quarry operations. Such an assessment will be undertaken by Winstone as promptly as is reasonably possible, recognising that there may be technical issues, the need to involve independent experts and the like.
9. Winstone need not undertake the more detailed assessment referred to in clause 8 above if the assessment is likely to involve significant cost and if PDC advises Winstone there are other issues unrelated to potential effects on ARPA Values requiring more information and it would be appropriate to wait until those matters are first sufficiently resolved.
10. If Winstone requires further information from the Neighbour to make its more detailed assessment, it will seek PDC's assistance. If appropriate, PDC will require such further information from the Neighbour (under Section 92(1)) and will supply that information to Winstone.
11. If Winstone concludes from its more detailed assessment that there are unlikely to be adverse effects on ARPA Values of concern to it, Winstone will forthwith advise the Neighbour and PDC accordingly and state what factors Winstone considered were material in reaching that conclusion.

12. If, subsequent to Winstone's advice that it has no concerns, there is any alteration to the proposal from that originally notified to Winstone affecting the factors that were material to its more detailed assessment, PDC will seek information from Winstone on any likely effects on ARPA Values.
13. Winstone will use its best endeavours to carry out the initial and any more detailed assessments as described above, in a timely fashion and in co-operation with applicants and PDC, so as to enable PDC to make any determinations it is responsible for under section 92 (further information) and sections 93 and 94 (public notification or non-notification), and to assist PDC with any pre-hearing reports it may wish to prepare under section 42A.

Agreement on Mitigation / Avoidance of Impacts

14. If Winstone's more detailed assessment identifies potential adverse effects on ARPA Values of concern to it, Winstone will negotiate with the Neighbour to try and resolve those concerns by agreement. Resolution could include re-siting or realignment of the proposed activity or development, provision of bunding or other protections to shield the Neighbour's activity or development from quarry operations, or design changes to the development or the placement of covenants on titles, which may then be incorporated into the proposal.
15. If a resolution can be reached by agreement, Winstone and the Neighbour will record their agreement in writing and Winstone will advise PDC that it has no remaining concerns about any adverse effects on ARPA Values.

Procedure if no agreement

16. If, after discussion, the Neighbour and Winstone cannot reach agreement on appropriate measures to avoid or mitigate adverse effects of a proposal on ARPA Values, Winstone will advise PDC of that.
17. PDC will consider any advice received from Winstone under clauses 15 and 16 above when making any decision under sections 93 and 94 on whether or not the application should be publicly notified. Winstone and PDC recognise that there may be other factors which warrant public notification in any event and that even if there are no other factors, PDC shall not be bound to require public notification solely because of the advice received from Winstone, as PDC must make its own determination on such an issue.
18. In the event that any application is publicly notified and Winstone has concerns over potential adverse effects on ARPA Values, Winstone reserves the right to lodge a submission and to bring its concerns to the attention of PDC in the normal way.

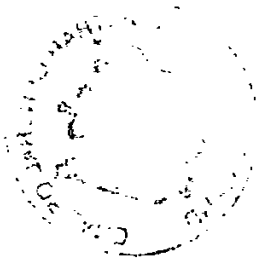
Amendments to Protocol

19. If as a result of actual experience with the processing of resource consent applications or other reasons PDC or Winstone consider it would be desirable to alter the terms of this Protocol to better give effect to its intended purpose, both parties agree that they will work together in good faith to endeavour to reach agreement on appropriate amendments.

Duration of Protocol

20. This protocol and any subsequently agreed amendments shall remain in force for so long as the district plan provisions applying to the Hunua/Symonds Hill Quarry and to the land within the ARPA are in the form contained in the operative district plan applying as at 1 April 2001 which shall be deemed to incorporate any provisions made by consent order of the Environment Court on the determination of references 162/95

*Winstone Aggregates Limited v Papakura District Council and RMA 174/95 Auckland
Regional Council v Papakura District Council.*



LINCOLN

340 21 FEB 02 D 683074

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND



CGT
=



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




R. W. Muir
Registrar-General
of Land

Identifier **NA18D/1181**
Land Registration District **North Auckland**
Date Issued 12 February 1970

Prior References
NA1146/48

Estate Fee Simple
Area 52.3056 hectares more or less
Legal Description Lot 1 Deposited Plan 60065

Registered Owners
Fletcher Concrete and Infrastructure Limited

Interests

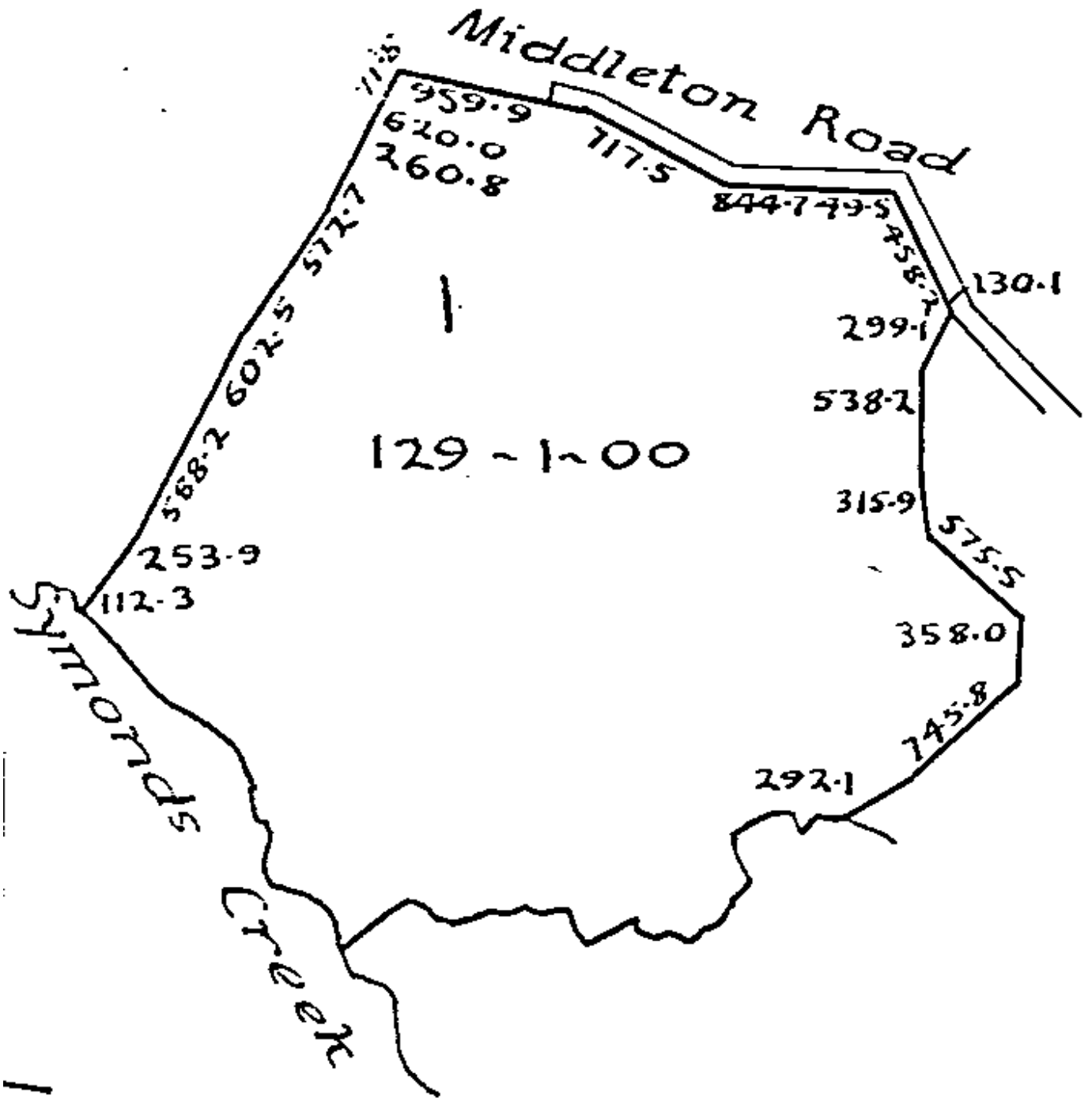
Subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a quarry emissions right created by Transfer D470767.6 - produced 19.1.2000 at 3.10 pm and entered 24.1.2000 at 9.00 am

D683074.1 Encumbrance to Papakura District Council - 21.2.2002 at 3.40 pm

8223869.1 Land Covenant - 14.7.2009 at 9:00 am

Land Covenant in Covenant Instrument 12112652.16 - 29.6.2021 at 12:12 pm





WINSTONE
AGGREGATES

**Part
A**

Boffa Miskell



Appendix A6.9

Records of Title - 255 Middleton Road, Drury -
Lot 2 DP 115598

View Instrument Details



Instrument No 11935838.1
Status Registered
Date & Time Lodged 27 November 2020 09:49
Lodged By Dunn, Robyn
Instrument Type Covenant (All types except Land covenants)



Affected Records of Title	Land District
NA99C/513	North Auckland

Annexure Schedule Contains 9 Pages.

Signature

Signed by Michael Alastair John Wood as Grantor/Grantee Representative on 23/11/2020 05:33 PM

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

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

FLETCHER CONCRETE AND
INFRASTRUCTURE LIMITED

Owner

AUCKLAND COUNCIL

Council

SIMPSON GRIERSON
SOLICITORS
AUCKLAND

DEED DATED

12 November

2020

PARTIES

1. FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED (Owner)
2. AUCKLAND COUNCIL (Council)

BACKGROUND

- A. The Owner is the registered owner 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 546627;

Land means the land at Hunua Quarry, being Lot 2 Deposited Plan 115598 being all the land in record of title NA99C/513 (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 the registered owner 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 owners 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.

6. PENALTY FOR BREACH

The Owner must pay the Council the sum of \$2,000.00 as a penalty for each and every breach of the covenants contained in this deed. The Council will issue a written notice to the Owner identifying the breach, or breaches, and the Owner must pay the Council the sum specified in the notice within 28 days of receipt of the notice. Nothing in this clause limits the Council's rights or powers under the Reserves Act 1977.

7. PROTECTION OF VIEWS FROM NEIGHBOURING PROPERTY

Notwithstanding any other provision in this deed, the Owner is permitted to trim vegetation within the Covenant Area so that it does not exceed a height of 1.5 metres, as measured from the ground, to ensure that the views of the wider landscape from the neighbouring property, being Lot 4 Deposited Plan 152736, are retained.

EXECUTED AND DELIVERED AS A DEED

SIGNED by FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED as Owner by:

Ian Jones

Full name of director/authorised signatory

Signature of director/authorised signatory

BEVAN MCKENZIE

Full name of director/authorised signatory

Signature of director/authorised signatory

Witness: (if other than two directors sign)

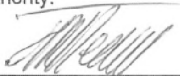
Signature of witness

Full name of witness

Occupation of witness

Address of witness

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



Jane Neary – Principal Specialist Planning –
~~South / Jane Masters – Team Leader~~
Resource Consents, Pukekohe

JM 12/11/20

**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, rats, and stoats and other 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 excavation; or
 - the pumping of any groundwater.
3. The Owner must not do, or allow to be done, any of the following acts on the Covenant Area:
 - fell, remove, destroy or damage any indigenous vegetation (unless the prior written approval of the Council is obtained);
 - introduce any substance injurious to any indigenous vegetation, or do anything that may prejudice the health of any indigenous vegetation;
 - carry out earthworks, remove soil rock or stone, or damage or destroy the natural environment or landscape amenity in any way;
 - store, dump, pile or place or allow to accumulate any rubbish or waste material of any kind;
 - allow decaying vegetation, tree branches or substances of any kind to be deposited on or remain (except that naturally occurring from the indigenous vegetation);
 - erect, place or construct any building, fence, hoarding or other structure of any kind (other than stock proof fences around the perimeter of the covenant area);
 - take any action or do anything to cause deterioration of any natural flow or supply of any water course or recourse; or
 - light any fires or allow any fires to spread.
4. The Owner must take reasonable steps to:

Grant of Conservation Covenant

- prevent the introduction or spread of all exotic tree species, and noxious plants and weeds;
 - promptly repair any damage to the indigenous vegetation caused by human intervention by replanting and reseeding using indigenous species;
 - eradicate nuisance, noxious and invasive species of flora;
 - keep the Covenant Area free from plant pests;
 - prevent erosion as far as practicable; and
 - exclude the general public.
5. At the request of the Council, the Owner must do all things reasonably necessary to give proper effect to the intent of this covenant to protect the indigenous vegetation and the Covenant Area.
6. 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 7-wire fence with posts no more than five metres apart and with a minimum of five battens between each post and otherwise is to be as defined in paragraph 7 of the second schedule to the Fencing Act 1978.
7. The Owner may not grant any easements or concessions in respect of the Covenant Area.
8. 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.
9. 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.
10. 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 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.
11. 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 email to:

Winstone Aggregates
PO Box 17-195
Greenlane
Auckland 1546
Attn: Environmental Manager

environment@winstoneaggregates.co.nz

Grant of Conservation Covenant

12. To protect the Covenant Area from the infestation of weeds and pests, the Owner must implement and maintain on an ongoing basis the weed and pest monitoring and control programme set out in the report prepared by Tonkin & Taylor Ltd titled "*Hunua Quarry: Hunua Quarry Symonds Hill extraction pit: Vegetation Management Plan*" dated August 2010 (reference 24863.400). A copy of the report is available on the Council's file for resource consent reference LUC60105191.

13. 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
Victoria Street West
Auckland 1142

ANNEXURE SCHEDULE - CONSENT FORM¹

(Regulation 6 Land Transfer Regulations 2018)

Person giving consent

Surname must be underlined

Capacity and Interest of Person giving consent

(eg. Mortgagee under Mortgage no.)

<p>AUCKLAND COUNCIL</p> <p>The interest in encumbrance B789270.2 was vested in Franklin District Council by virtue of an Order in Council dated 9 June 1989 and published in the New Zealand Gazette on 13 June 1989 – Issue No. 99 giving effect to a final reorganisation scheme and has subsequently become vested in Auckland Council pursuant to section 35 of the Local Government (Tamaki Makaurau Reorganisation) Act 2009.</p> <p><i>Encumbrance</i> <i>JHR</i></p> <p>The interest in Bond <i>Bond</i> D683074.1 has become vested in Auckland Council pursuant to section 35 of the Local Government (Tamaki Makaurau Reorganisation) Act 2009.</p>	<p>Encumbrancee pursuant to encumbrances B789270.2 and D683074.1</p>
--	--

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

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


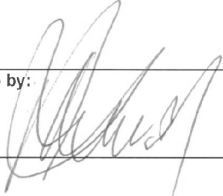
the **Person giving consent hereby consents to:**

The registration of:

- a. Land Covenant in favour of NA91A/947; and
- b. Conservation Covenant in favour of Auckland Council.

Dated this 9 day of September 2020

Attestation

<p>Signed for and on behalf of Auckland Council by its authorised signatory:</p> 	<p>Signed in my presence by: </p> <hr/> <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed):</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> <p>Nadia Naude van der Merwe Legal Executive Auckland</p>
<p>Authorised Signatory</p>	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

View Instrument Details



Instrument No 12112652.16
Status Registered
Date & Time Lodged 29 June 2021 12:12
Lodged By Cho, Hyung Jun
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
NA576/104	North Auckland
832771	North Auckland
832772	North Auckland
NA126C/763	North Auckland
NA18D/1181	North Auckland
NA28A/1311	North Auckland
NA575/139	North Auckland
NA576/105	North Auckland
NA57D/1355	North Auckland
NA69D/366	North Auckland
NA8A/243	North Auckland
NA91A/948	North Auckland
NA99C/513	North Auckland

Annexure Schedule Contains 7 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Simon James Munday as Covenantor Representative on 23/06/2021 03:56 PM

Covantee Certifications

I certify that I have the authority to act for the Covantee 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 Anna Louise Hickmott as Covantee Representative on 23/06/2021 03:50 PM

*** End of Report ***

Form 26**Covenant instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor**REFUSE MANAGEMENT LIMITED****Covenantee****FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED****Grant of Covenant**

The Covenantor being the registered owner of the burdened land(s) set out in Schedule A **grants to the Covenantee** (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	DP 523503	Lots 1 and 2 DP 523503 (832771 and 832772)	Lot 1 DP 105061 (NA57D/1355) Lot 1 DP 60065 (NA18D/1181) Part Allotment 79 Parish of Hunua (NA576/104) Part Allotment 79 Parish of Hunua (NA576/105) Allotment 38 Parish of Hunua (NA575/139) Lot 2 DP 55769 (NA8A/243)

			<p>Lot 2 DP 115598 (NA99C/513)</p> <p>Lot 1 DP 120541 (NA69D/366)</p> <p>Allotment 345 Hunua Parish (NA28A/1311)</p> <p>Lot 5 DP 152736 (NA91A/948)</p> <p>Lot 1 DP 197292 (NA126C/763)</p>
--	--	--	---

Covenant rights and powers (including terms, covenants and conditions)

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 209 of the Land Transfer Act 2017].

[Annexure Schedule B].

Annexure Schedule B

Page 3 of 7 Pages

Insert instrument type

Land covenant

BACKGROUND

- A. The Covenantor is registered owner of the lands described as Lots 1 and 2 DP 523503 contained in records of title 832771 and 832772 (North Auckland Registry), to which this Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered owner of the following lands, which are adjacent and/or nearby Covenant Land:
- (i) Lot 1 DP 105061 comprised in certificate of title NA57D/1355;
 - (ii) Lot 1 DP 60065 comprised in certificate of title NA18D/1181;
 - (iii) Part Allotment 79 Parish of Hunua comprised in certificate of title NA576/104;
 - (iv) Part Allotment 79 Parish of Hunua comprised in certificate of title NA576/105;
 - (v) Allotment 38 Parish of Hunua comprised in certificate of title NA575/139;
 - (vi) Lot 2 DP 55769 comprised in certificate of title NA8A/243;
 - (vii) Lot 2 DP 115598 comprised in certificate of title NA99C/513;
 - (viii) Lot 1 DP 120541 comprised in certificate of title NA69D/366;
 - (ix) Allotment 345 Hunua Parish comprised in certificate of title NA28A/1311;
 - (x) Lot 5 DP 152736 comprised in certificate of title NA91A/948; and
 - (xi) Lot 1 DP 197292 comprised in certificate of title NA126C/763,
- (together the "**Winstone Land**").
- C. The Covenantor intends to construct dwellings on the Covenant Land ("**Dwellings**").

Annexure Schedule B

Insert instrument type

Land covenant

- D. The Covenantee carries out various aggregate extraction, processing, importing of materials, distribution, disposal of overburden, rehabilitation activities and other ancillary and incidental activities ("**Quarry Activities**") on the Winstone Land which result in, or are likely to result in, effects including, but not limited to, noise, vibration, wind borne distribution of aggregate particles, dust, effects of transportation of materials (including noise and vibration) on roadways and accessways, effects of dewatering processes, and the effects of explosion (including ground vibration and airblast) and the usual incidences associated with Quarry Activities ("**Quarry Effects**") which may have consequences beyond the boundaries of the Winstone Land.
 - E. The Covenantor has agreed with the Covenantee to accept for itself and its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land a requirement to comply with the terms of this Covenant.
- COVENANTS**
- 1. The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land for the benefit of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.
 - 2. The Covenantor covenants with and for the benefit of the Covenantee that the Covenantor will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 1 provided always that any party shall as regards this Covenant be liable only in respect of breaches of this Covenant which shall occur while it shall be the registered proprietor of the Covenant Land or any part thereof.

Annexure Schedule B

Page 5 of 7 Pages

Insert instrument type

Land covenant

SCHEDULE 1

Covenants

1. The Covenantor covenants that it is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users or lawful invitees coming to use or having an interest in or being on the Covenant Land or any part thereof, of:
 - (a) the location of the proposed Dwellings, which is in immediate proximity to the Winstone Land where Quarry Activities occur; and
 - (b) the usual incidences of Quarry Activities, which result in, or are likely to result in Quarry Effects which may have consequences beyond the Winstone Land.
2. Without limiting clause 1, the Covenantor further covenants to include in any lease, licence or any other written document relating to the use or occupation of the Covenant Land (including without limitation the proposed Dwellings), a covenant with the Covenantor on the same terms as set out in this Schedule 1, for the benefit of both the Covenantor and Covenantee, and to require compliance with such obligations.
3. The Covenantor covenants that it shall not object to or take any legal or other action in respect of any Quarry Effects generated by any Quarry Activities including but not limited to noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, effects of dewatering processes and the effects of explosion (including ground vibration and airblast) provided that any noise effects are within the levels:
 - (a) authorised by existing use rights;
 - (b) authorised by current or future resource consents; or
 - (c) permitted by the District or Regional Plans.

Annexure Schedule B

Page 6 of 7 Pages

Insert instrument type

Land covenant

4. Without limiting clause 3, the Covenantor further covenants that it shall not:
 - (a) make or lodge; nor
 - (b) be party to, procure, assist or support, any submission, application or proceeding (under the Resource Management Act 1991 or otherwise) with the Auckland Council or any other territorial or other authority having jurisdiction, designed or intended to or having the effect of limiting the Covenantee's conducting of Quarry Activities from the Winstone Land or in opposition to any resource consent application or any other application or submission made under the Resource Management Act 1991 by the Covenantee in relation to Quarry Activities on the Winstone Land.
5. The Covenantor covenants that it will indemnify and keep indemnified the Covenantee against all losses, damages, costs and expenses for which the Covenantee shall or may suffer, incur, or become liable for arising out of any compliant made about the Covenantee's conducting of Quarry Activities from the Winstone Land or application for resource consent in relation to Quarry Activities on the Winstone Land in breach of clauses 3 or 4 above.
6. The Covenantor covenants to provide written approval, if requested by the Covenantee, for any application for a resource consent or, where applicable, any other application or submission made under the Resource Management Act 1991 by the Covenantee in relation to Quarry Activities on the Winstone Land.
7. The Covenantor covenants that the proposed Dwellings shall be designed to achieve internal noise levels that shall not exceed 35 dBA_{Leq} over a 24 hour period in bedrooms and 40 dBA_{Leq} over a 24 hour period in other habitable rooms, based on an external noise level of 55dBA_{Leq} during the hours of 6:00am to 10:00pm and 45dBA_{Leq} during the hours of 10:00pm to 6:00am.
8. The criteria set out above in clause 7, shall be met at the same time as the ventilation provisions of the clause G4 of the New Zealand Building Code.

Annexure Schedule B

Page 7 of 7 Pages

Insert instrument type

Land covenant

9. A certificate from a suitably qualified and experienced acoustical consultant shall be provided to the Covenantee prior to any application for building consent demonstrating that the building design of the proposed Dwellings will achieve the criteria set out in clauses 7 and 8.
10. The Covenantor covenants that the proposed Dwellings will be constructed in accordance with the design criteria set out in clauses 7 and 8 and the certificate set out in clause 9.

View Instrument Details



Instrument No 12962925.1
Status Registered
Date & Time Lodged 13 March 2024 16:13
Lodged By Carey, Richard Anthony
Instrument Type Climate Change Response Act 2002 - Notice of status under s195(2)



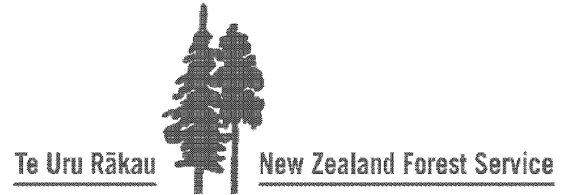
Affected Records of Title	Land District
1009097	Hawkes Bay
1024103	Hawkes Bay
1068885	Otago
1071253	Southland
463123	Wellington
951828	Wellington
951829	Wellington
HBH2/798	Hawkes Bay
NA138B/373	North Auckland
NA575/139	North Auckland
NA576/104	North Auckland
NA57D/1355	North Auckland
NA63/29	North Auckland
NA99C/513	North Auckland
OT18B/489	Otago
OT7D/1317	Otago
OT7D/1318	Otago
SA150/35	South Auckland
SA54A/922	South Auckland
SA99/204	South Auckland
TNC2/1064	Taranaki
WN43D/86	Wellington
WN54D/65	Wellington

Annexure Schedule Contains 2 Pages.

Signature

Signed by Ranginui James Moore as Crown Representative on 13/03/2024 03:26 PM

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



Notice of status of forest land

Section 195, Climate Change Response Act 2002

To the Registrar-General of Land,

Part of the following land is post-1989 forest land that forms part of a carbon accounting area in respect of which a person is a participant under the Climate Change Response Act 2002.

Description of land

Legal Description	Region	Title Reference
Lot 1 Deposited Plan 578565	Southland	1071253
Lot 2 Deposited Plan 578167 and Section 2 Block XI Rankleburn Survey District	Otago	1068885
Part Section 4, Section 6 and Part Section 5 Block XI Rankleburn Survey District	Otago	OT18B/489
Section 74 Block XI Glenkenich Survey District	Otago	OT7D/1318
Section 1 Block XI Rankleburn Survey District	Otago	OT7D/1317
Part Maungaporau and Section 11-12 Survey Office Plan 15089	Wellington	463123
Part Section 3 Block VIII Awakino Survey District	South Auckland	SA150/35
Lot 1 Deposited Plan 36217	South Auckland	SA54A/922
Part Section 4 Block VIII Awakino North Survey District and Defined On Deposited Plan 2286	South Auckland	SA99/204
Section 6 Block IV Kapara Survey District	Taranaki	TNC2/1064
Lot 2 Deposited Plan 568894	Hawkes Bay	1024103
Lot 2 Deposited Plan 565261	Hawkes Bay	1009097
Lot 1 Deposited Plan 15479	Hawkes Bay	HBH2/798
Section 81 Parish of Kaiaka	North Auckland	NA63/29

ETS Reference:

Case: 00034731

Lot 1 Deposited Plan 79975 and Lot 1 Deposited Plan 71278	Wellington	951829
Part Lot 1 Deposited Plan 66856	Wellington	951828
Lot 3 DP 77172	Wellington	WN43D/86
Lot 2 Deposited Plan 210153	North Auckland	NA138B/373
Lot 100 Deposited Plan 210153	North Auckland	NA138B/373
Allotment 38 Parish of Hunua	North Auckland	NA575/139
Lot 1 Deposited Plan 105061	North Auckland	NA57D/1355
Lot 2 Deposited Plan 115598	North Auckland	NA99C/513
Part Allotment 79 Parish of Hunua	North Auckland	NA576/104
Lot 1 Deposited Plan 17181, Part Lot 1 Deposited Plan 3293 and Part Lot 3 Deposited Plan 5582	Wellington	WN54D/65

Date: 13/03/2024

Signature:



Megan Anderson

Team Leader, Forestry ETS Operations

Te Uru Rākau New Zealand Forest Service

For the Chief Executive of the Ministry for Primary Industries - Manatū Ahu Matua

(Acting under delegated authority)

ETS Reference:

Case: 00034731



FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED

CLIFFORD LEONARD DAVIS AND CHERRY ANNE DAVIS

DEED OF COVENANT

It is hereby requested that the
within covenant be noted on
both the servient and dominant
lands within.

Solicitor for the covenantee.

Correct for the purposes of the
Land Transfer Act 1952:

Solicitor for the covenantee.

RUSSELL McVEAGH

DEED dated

13 October

2008

PARTIES

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED ("Covenantee")

CLIFFORD LEONARD DAVIS AND CHERRY ANNE DAVIS ("Covenantor")

INTRODUCTION

- A. The Covenantor is registered as proprietor of the land described as Lot 1 DP 203567 contained in certificate of title 132A/778 (North Auckland Registry), to which this Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered as the proprietor of adjacent land described as Lot 1 DP 105061, Lot 1 DP 60065, Part Lot 79 Parish of Hunua, Part Lot 38 Parish of Hunua, Lot 2 DP 55769, Lot 2 DP 115598, Lot 1 DP 120541, ~~Lot 1 DP 109558~~, Lot 345 Parish of Hunua and Lot 5 DP 152736 (North Auckland Registry) ("**Winstone Land**"). Titles = 570/1355, 180/1181, 576/104, 576/105, 575/139, 8A/243, 999/513, 690/366, ~~127/259~~, 28A/1311 & 91A/948.
- C. The Covenantee carries out various aggregate extraction, processing, importing of materials, distribution, disposal of overburden, rehabilitation activities and other ancillary and incidental activities ("**Quarry Activities**") on the Winstone Land which result in, or are likely to result in, effects including, but not limited to, noise, vibration, wind borne distribution of aggregate particles, dust, effects of transportation (including noise and vibration) on roadways and accessways, effects of dewatering processes, and the usual incidences associated with Quarry Activities ("**Quarry Effects**") which may have consequences beyond the boundaries of the Winstone Land.
- D. The Covenantor has agreed with the Covenantee to accept for itself and its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land a requirement to comply with the terms of this Covenant.

COVENANTS

The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land for the benefit of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.

The Covenantor covenants with and for the benefit of the Covenantee that the Covenantor will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 1 provided always that any party shall as regards this Covenant be liable only in respect of breaches of this Covenant which shall occur while it shall be the registered proprietor of the Covenant Land or any part thereof.

SIGNATURES

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED by:

Signature of director

Name of director

[Handwritten signature]
Mark James King

Signature of director

Name of director

[Handwritten signature]
William J. Reed

SIGNED by CLIFFORD LEONARD DAVIS in the presence of:

Signature of witness

Occupation

City/town of residence

[Handwritten signature]
Sales Consultant
Karaka

Clifford Leonard Davis

[Handwritten signature]

SIGNED by CHERRY ANNE DAVIS in the presence of:

Signature of witness

Occupation

City/town of residence

[Handwritten signature]
Sales Consultant
Karaka

Cherry Anne Davis

[Handwritten signature]

SCHEDULE 1**Covenants**

1. The Covenantor covenants that it is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users coming to use or having an interest in the Covenant Land or any part thereof, of:
 - (a) the location of the proposed dwelling, which is in immediate proximity to the Winstone Land where Quarry Activities occur; and
 - (b) the usual incidences of Quarry Activities, which result in, or are likely to result in, environmental effects including (but without limitation) noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, effects of dewatering processes, and the effects of explosion (including ground vibration and airblast) which may have consequences beyond the Winstone Land.
2. Without limiting clause 1, the Covenantor further covenants to include in any lease, licence or any other written document relating to the use or occupation of the Covenant Land, a covenant with the Covenantor on the same terms as set out in this Schedule 1, for the benefit of both the Covenantor and Covenantee, and to require compliance with such obligations.
3. The Covenantor covenants that it shall not object or take any legal or other action in respect of any Quarry Effects generated by any Quarry Activities including but not limited to noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, and the effects of explosion (including ground vibration and airblast) provided that the Quarry Effects are within the levels:
 - (a) authorised by existing use rights;
 - (b) authorised by resource consents; or
 - (c) permitted by the District or Regional Plans.
4. Without limiting clause 3, the Covenantor further covenants that it shall not:

- (a) make or lodge; nor
- (b) be party to, procure, assist or support

any submission, application or proceeding (under the Resource Management Act 1991 or otherwise) with the Papakura District Council ("PDC") or the Auckland Regional Council ("ARC") or any other territorial or other authority having jurisdiction, designed or intended to or having the effect of limiting the Covenantee's conducting of Quarry Activities from the Winstone Land or in opposition to any resource application made by Winstone in relation to Quarry Activities on the Winstone Land.

5. The Covenantor covenants that it will indemnify and keep indemnified Winstone against all losses, damages, costs and expenses for which Winstone shall or may suffer, incur, or become liable for arising out of any complaint made about Winstone's conducting of Quarry Activities from the Winstone Land or application for resource consent in relation to Quarry Activities on the Winstone Land in breach of clauses 3 or 4 above.
6. The Covenantor covenants to provide written approval, if requested by Winstone, for any application for resource consent made by Winstone in relation to Quarry Activities on the Winstone Land.
7. The Covenantor covenants that the proposed dwelling shall be designed to achieve internal noise levels that shall not exceed 35 dBA L_{eq} over a 24 hour period in bedrooms and 40 dBA L_{eq} over a 24 hour period in other habitable rooms, based on an external noise level of 55dBA L_{10} during the hours of 6:00am to 9:00pm and 45dBA L_{10} during the hours of 9:00pm to 6:00am.
8. The criteria set out above in clause 7, shall be met at the same time as the ventilation provisions of the clause G4 of the New Zealand Building Code.
9. A certificate from a suitably qualified and experienced acoustical consultant shall be provided to Winstone prior to any application for building consent demonstrating that the building design will achieve the criteria set out in clauses 7 and 8.
10. The Covenantor covenants that the proposed dwelling will be constructed in accordance with the design criteria set out in clauses 7 and 8 and the certificate set out in clause 9.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Mortgage

Page **1** of **1** pages

Consentor
Surname must be underlined or in CAPITALS

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

ANZ NATIONAL BANK LIMITED (formerly ANZ Banking Group (New Zealand) Limited)	Mortgagee under mortgage no. D660291.3
---	---

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

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

~~section~~ of the ~~Act~~

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

the Consentor hereby consents to:
the registration of the attached deed of covenant dated 13 October 2008 over certificate of title 132A/778 (North Auckland Registry).

It is certified that on 26 June 2004 ANZ Banking Group (New Zealand) Limited was amalgamated with the National Bank of New Zealand Limited to become ANZ National Bank Limited and that this mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.

Dated this 7th day of May 2009

Attestation

ANZ National Bank Limited By its Attorney Michael John Kemp	Signed in my presence by the Consentor
	Signature of Witness
Signature of Consentor	Witness to complete in BLOCK letters (unless legibly printed) Witness name Yi-Ling Hsu Occupation Bank Officer Address Auckland

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

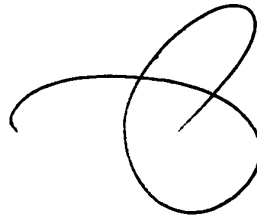
**CERTIFICATE OF NON-REVOCATION OF POWER OF
ATTORNEY**

I, Michael John Kemp of **Auckland**, New Zealand, **Team Leader,**
Lending Services Centre of ANZ National Bank Limited, certify –

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.

2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland this day of 8 May 2009.



Land Information New Zealand, Dealing Numbers:

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

Landonline User ID: russellman
 LODGING FIRM: RUSSELL MCEVEAGH
 Address: PO BOX 8
 AUCKLAND

Uploading Box Number: JW8
 ASSOCIATED FIRM: JW8
 Client Code / Ref: 1538245

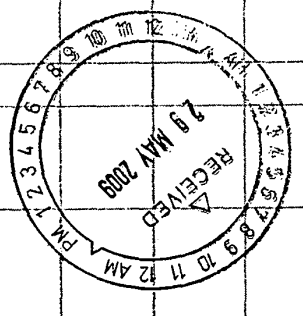
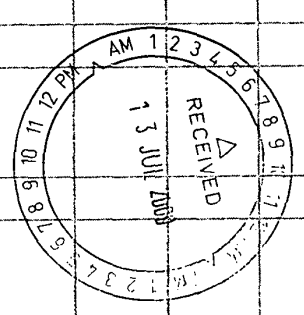
HEREWITH:
 Survey Plan
 Title Plan of
 Traverse Sites
 Field Notes
 Calc Sheets (#)
 Survey Report

Plan Number Pre-Allocated or to be Deposited
 Other (state): NA

Rejected Dealing Number: 8181077.1

COV 8223869.1 Covenan
 Copy - 02/03, Pgs - 009, 13/07/09, 12:08
Copies
 (inc. original)
 DocID: 512044622

Priority Class	CT Ref	Type of Instrument	Names of Parties	GOVERNMENT OR SURVEY FEES	MULTITITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	SEE SCHEDULE	COV	DAVIS/ELETCHER CONCRETE	60.00						31	\$60.00
2											
3											
4											
5											
6											



Land Information New Zealand (Lodgement Form)
 Annotations: LINZ USE ONLY
 Subtotal (for this page) ~~\$60.00~~
 Total for this dealing ~~\$60.00~~
 Less Fees paid on Dealing # 8181077.1 ~~31~~
 Debit my Account for ~~\$60.00~~
 Original Signatures? _____

Fees, Receipt and Tax Invoice
 GST Register Number 17-022-895
 LINZ Form P005
 LINZ Form P005 - PDF

* Schedule.

- A. The Covenantor is registered as proprietor of the land described contained in certificate of title 132A/778 (North Auckland F Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered as the proprietor of adjacent land 105061, Lot 1 DP 60065, Part Lot 79 Parish of Hunua, Part Lot 2 DP 55769, Lot 2 DP 115598, Lot 1 DP 120541, Lot 1 DP 1C Hunua and Lot 5 DP 152736 (North Auckland Registry) ("**Winstone** 570/1355, 180/1181, 576/104, 576/105, 575/139, 690/366, ~~671/139~~, 28A/1311 + 91A/948).
- C. The Covenantee carries out various aggregate extraction, processing materials, distribution, disposal of overburden, rehabilitation activities and incidental activities ("**Quarry Activities**") on the Winstone Land. The effects of these activities are likely to result in, effects including, but not limited to, noise, dust, distribution of aggregate particles, dust, effects of transportation (vibration) on roadways and accessways, effects of dewatering and incidences associated with Quarry Activities ("**Quarry Effects**") beyond the boundaries of the Winstone Land.
- D. The Covenantor has agreed with the Covenantee to accept for the benefit of the Covenantee, its assigns, lessees, licensees or occupiers of any part of the land the requirement to comply with the terms of this Covenant.

COVENANTS

The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land with the following covenants in favour of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.

B 676248.7 EC

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

EASEMENT CERTIFICATE

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

I, NEIL BURNDRED of Papakura, Company Director and JOAN MARRION BURNDRED his wife

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of April 1987 under No. 115598 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE
DEPOSITED PLAN NO. 115598

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Part Lot 1 Deposited Plan 115598	Shown marked "A" on Deposited Plan 115598	Lot 2 on Deposited Plan 115598	65D/169 65D/170
Right of Way	Part Lot 2 Deposited Plan 115598	Shown marked "B" on Deposited Plan 115598	Lot 1 on Deposited Plan 115598	65D/169 65D/170

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

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

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

1. Rights and powers:

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

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

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

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

~~The proprietors of Lot 1 Deposited Plan 115598 and Lot 2 Deposited Plan 115598 or their successors in title, shall be responsible for the future maintenance and upkeep of the said Rights of Way marked "A" and "B" on Deposited Plan 115598 in accordance with and in proportion to their use of such Right of Way, and in the event of there being any disagreement over such future maintenance or upkeep, the matter in disagreement shall forthwith be referred to arbitration in accordance with The Arbitration Act 1908.~~

Future maintenance and upkeep of the said Right of Way shall be shared equally by the registered proprietors of Lots 1 and 2 Deposited Plan 115598, and in the event of there being any disagreement over such future maintenance or upkeep, the matter in disagreement shall forthwith be referred to arbitration in accordance with The Arbitration Act 1908.

J. J. Burndred

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

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

Dated this 28th day of April 19 87

Signed by the above-named
NEIL BURNDRED and
JOAN MARRION BURNDRED

[Handwritten signature of Neil Burndred]
[Handwritten signature of Joan Burndred]

in the presence of

Witness
Occupation
Address

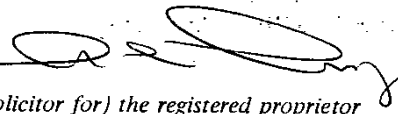
GARY ALLAN CRAIG
SOLICITOR

EASEMENT CERTIFICATE

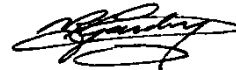
IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein.

Correct for purposes of the Land Transfer Act

N & JM BURNDRED


(Solicitor for) the registered proprietor

The within easements when created will be subject to Section 309 (1) (a) Local Government Act 1974


A.R.

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

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

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

10.15 17 JUN 87 B 676248
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND

District Land Registrar
Assistant
of the District of



*6/1/69
70*

RICE CRAIG HERBERT & M.F.P. FRANKOVICH
SOLICITORS
PAPAKURA (MR GA CRAIG)



B789270.2 ENC

IN THE MATTER of the Land
Transfer Act 1952

A N D

IN THE MATTER of part of the land
comprised and
described in
Certificate of
Title No. 65D/170
(North Auckland
Registry)

MEMORANDUM OF ENCUMBRANCE

WHEREAS NEIL BURNDRED of Papakura, Company Director and JOAN MARRION BURNDRED his wife (hereinafter called "the Encumbrancers") are registered as proprietors of an estate in fee simple in that piece of land containing SEVENTEEN DECIMAL NINE SEVEN NOUGHT NOUGHT HECTARES (17.9700 ha.) more or less being Lot 2 on a Plan deposited in the Land Registry Office at Auckland under No. 115598 and being the whole of the land comprised and described in Certificate of Title No. 65D/170 (North Auckland Registry) SUBJECT TO: (1) Fencing covenant in Transfer ~~A~~456269 (2) The Easements referred to in Easement Certificate B676248.7 (3) Section 309(1)(a) Local Government Act 1974 AND WHEREAS the Encumbrancers have subdivided the land comprised in the abovementioned Certificate of Title in the manner shown on the said Deposited Plan prepared in accordance with the Scheme Plan lodged with the FRANKLIN COUNTY COUNCIL under No. 55/1 AND WHEREAS the FRANKLIN COUNTY COUNCIL duly incorporated under the Local Government Act 1974 (hereinafter called "the Council") (within whose jurisdiction the land is situated) has approved the said Scheme Plan subject (inter



alia) to a condition imposed pursuant to Section 279)1) of the Local Government Act 1974 and subsequently varied pursuant to the provisions of Section 196 of the said Act that the Encumbrancers enter into these presents for the preservation of the stand of native bush existing at the date hereof on those parts of Lot 2 on the said Plan as are shown on the diagram attached hereto marked with the letter "A" and coloured green thereon being respectively marked "areas "W", "X", "Y", "Z" AND WHEREAS the subdivisional plan of the said land in accordance with the said Scheme Plan has been deposited in the Land Registry Office at Auckland under No. 115598 and the Encumbrancers wish to give effect to the said recited resolutions of the Council NOW THIS MEMORANDUM WITNESSETH that the Encumbrancers do jointly and each of them in satisfaction of the said recited condition (varied as aforesaid) encumber the said land for the benefit of the Council in perpetuity, determinable however upon the occurring of any of the events described in Clause 3 hereof, with an annual rent charge of ONE THOUSAND DOLLARS (\$1,000) commencing as from the 1st day of January 1987 and thereafter to be paid on the 1st day of January in each year "upon demand" PROVIDED HOWEVER that demand shall not be made unless the Encumbrancers are in breach of one or other of the covenants herein contained and PROVIDED FURTHER that this Memorandum of Encumbrance may at any time at the discretion of the Council be discharged in whole or in part by Memorandum of Discharge thereof executed under the common seal of the Council.

1. THE Encumbrancers DO HEREBY COVENANT (subject as hereinafter appears) with the Council:-



(a) not to cut trim top fell maim or injure any tree or plant growing within the said areas marked "W, X, Y and Z" of native bush shown coloured green on the said diagram except where such plants are noxious plants within the meaning of the Noxious Plants Act 1978;

(b) not to cause permit or suffer any stock to be or graze within the said areas of native bush shown on the said diagram;

+ sub
(c) to at all times hereafter erect retain and maintain in good and stock-proof condition fences around the extent of the perimeters outlined in the colour red of the said areas marked "W, Y and Z" of native bush shown coloured green on the said diagram as hereinbefore described such fence to be erected to the following specification namely a 7-wire fence the posts thereof at a maximum of five metres apart, battens to be a minimum number of five between posts, the fence to be otherwise as described in Clause 7 of the Second Schedule to the Fencing Act 1978;

+ sub
(d) to at all times hereafter erect retain and maintain in good and stock proof condition fences in such manner so as to ensure the entry of stock on the area marked "X" of native bush shown coloured green on the said diagram as herebefore described is precluded in compliance with the provisions of the preceding paragraph (a) hereof such fences to be erected to the following specification namely a 7-wire fence the posts thereof at a maximum of five metres apart, battens to be a minimum number of five between posts, the fence to be otherwise as described in

sub


Clause 7 of the Second Schedule to the Fencing Act 1978.

- (e) not to cause or permit or suffer to be lit any fire within the said areas of native bush shown on the said diagram or on any adjacent land owned or occupied by them or under their control when there may be a risk of fire spreading into the said areas of native bush shown on the said diagrams;
- (f) to permit the Inspectors or other staff or officers of the Council to enter at any reasonable time upon the lands upon which the said areas of native bush are located, and upon any adjacent or nearby pieces of land in which the Encumbrancers have any interest, so as to ascertain whether the covenants hereina re being complied with;

PROVIDED HOWEVER THAT the covenants herein shall be enforceable only against the registered proprietor or proprietors for the time being of the said land (and not otherwise against the Encumbrancers and their successors in title).

2. SECTION 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance.

3. THIS rent charge shall immediately determine and the Encumbrancers shall be entitled to a discharge of this Memorandum of Encumbrance if the whole of the said areas of native bush delineated on the said diagrams shall be destroyed by flood, landslip, fire or other natural disaster.



4. SHOULD the Encumbrancers execute a Memorandum or Memoranda of Mortgage of the said land required by the respective Mortgagee or Mortgagees thereunder to have priority over this Memorandum of Encumbrance then and in that event the Council will upon the request and at the cost in all things of the Encumbrancers execute such Memorandum or Memoranda of Priority over this encumbrance as may be necessary to give effect to such requirement PROVIDED ALWAYS HOWEVER that such Mortgagee or Mortgages shall first have consented to and acknowledged for the purposes of Section 105 of the Land Transfer Act 1952 that the covenants and conditions of this Memorandum of Encumbrance are binding upon them.

5. THE Encumbrancers will pay the costs and disbursements of and incidental to the preparation, stamping and registration of this Encumbrance and upon request of the Council or by any person purporting to act as the solicitor or agent of the Council at their cost execute such further Memorandum and/or do such things as may be reasonably required to give proper effect to the intent of the previously recited condition of consent of the Council.

DATED this 31st day of July 1987.

SIGNED by the said NEIL BURNDRED)
 and JOAN MARRION BURNDRED as)
 Encumbrancers in the presence of:-)

[Handwritten signature of Neil Burndred]
[Handwritten signature of Joan Burndred]

[Handwritten signature of Murray Allan Craig]
 MURRAY ALLAN CRAIG
 FIDELITY
 SOLICITOR

[Handwritten initials]

MEMORANDUM OF ENCUMBRANCE

Correct for the purposes of the
Land Transfer Act

Solciitor for the Encumbrancee

N. & J.M. BURNDRED

Encumbrancers

FRANKLIN COUNTY COUNCIL

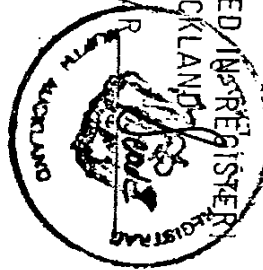
Encumbrancee

Particulars entered in the Register
described herein at
the
day and hour endorsed below.

.....
Assistant Land Registrar
of the District of Auckland

650/170
ASST. LAND REGISTRAR
LAND REGISTRY AUCKLAND
PARTICULARS ENTERED IN REGISTER
REGISTER
AUCKLAND

9.55 01.MAR88 B 789270.2



BRANDON BROOKFIELD
SOLICITORS
AUCKLAND

1072g





D470767.6TE

RUSSELL McVEAGH

25 January 2000

By hand

PARTNERS

JOHN KING
JOHN LUSK
GERARD CURRY
SUY CHAPMAN
PAUL OLDFIELD
CAMERON FLEMING
PATRICK BOWLER
DEREK NOLAN
JEFF MORRISON
DEREK JOHNSTON
LAURIE MAYNE
ANDREW HARMOS
JOHN COLLINGS
FRED THORP
STEPHEN KOS
GREG THOMPSON
ALAN A COURT
FRIDENCE FLACKS
CHRISTOPHER BROWNE
GEOFFREY HARLEY
MATTHEW DUNNING
LANCE HEENAN
RICHARD MEHRTEHS
DAVE WETHERELL
PHILIP SKELTON
PAUL MAJUREY
JUSTIN SMITH
PAUL DAVID
PRAVIR TESIARAM
MARK GAVIN
SIMON HORNER
GRAEME DUGLEY
MICHAEL CROHN
ALAN PATERSON
GARTH SINCLAIR
FREDERICK WARD
RICHARD McLEATH
GRANT WILSON
CHERYL GWYN
MICHAEL HOLM
MARY PETERS
BRUCE MCCLINTOCK
GRANT KEMBLE
NICHOLAS WELLS

CONSULTANTS

GEOFFREY RICKETTS
MICHAEL BENNETT
MARTIN DAWSON

District Land Registrar
North Auckland Land Registry
AUCKLAND

For: Karuna


DEALING D.470767

We enclose notice of production 941915 in respect of certificates of title 118D/1181 and 576/104, which are required to complete registration of the land covenant in favour of Winstone Aggregates Limited included in the above dealing.

We also enclose a letter of authority from Short & Co solicitors lodging the dealing, authorising us to act on their behalf in this respect.

Please contact the writer if you have any queries.

Yours faithfully
RUSSELL McVEAGH


Samantha Gain
Senior solicitor

Direct phone: 367 8116
Direct fax: 367 8459
Email: samantha.gain@russellmcveagh.com

SHORT & CO

BARRISTERS SOLICITORS NOTARIES

214 GREAT SOUTH ROAD
TAKANINI
NEW ZEALAND

P O BOX 153, PAPAURA
DX EP76513, PAPAURA
TELEPHONE: (09) 298 9460
FAX: (09) 298 0476

PARTNERS
DAVID C R SHORT LLB Notary Public
JOHN MACDONALD LLB(BONS) LL.M
TIMOTHY J BURCHELL LLB
JOHN GRAY LLB M Com Law (HONS)

21 January 2000

Russell McVeagh McKenzie Bartleet & Co.
Solicitors,
DX CX 10085
AUCKLAND

FAX 367 8459

ATTENTION: SAMANTHA GAIN

WINTONE AGGREGATES LIMITED - DE BAUGH

We refer to our telephone conversations this morning and hereby authorise you to lodge as part of our dealing the production slips for the additional titles required to enable registration of the Easement Transfer.

We confirm that Karuna at Linz is handling the matter and the abstract number is D470767.

Yours faithfully
SHORT & CO


MARIE OFFEN

TRANSFER
Land Transfer Act 1952



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No. All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

126C	763	All	(together "servient tenement")
126C	764	All	

Transferor Surnames must be underlined or in CAPITALS

BRUCE GORDON de BAUGH and MARLENE JOY de BAUGH

Transferee Surnames must be underlined or in CAPITALS

WINSTONE AGGREGATES LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Easement to carry on quarrying activities to be forever appurtenant to the Transferee's land being all the land in certificates of title 18D/1181, 576/104 (limited as to parcels), 8A/243, 575/139, 57D/1355 and 99C/513 ("dominant tenement") (continued on Annexure Schedule) * 576/105 and 28A/1311

Consideration

\$1.00

Operative Clause

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

Dated this 7th day of December 29

Attestation

	Signed in my presence by the Transferor
B G de Baugh	Signature of Witness
 	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
M J de Baugh	Witness name Marie A. Offen
	Occupation Legal Executive
Signature, or common seal of Transferor	Address Takanini

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

Annexure Schedule



TRANSFER

Dated

[Empty box for date]

Page

1

of

2

Pages

ESTATE OR INTEREST OR EASEMENT TO BE CREATED (CONTINUED)

The Transferor transfers and grants to the Transferee, an easement for all time being the full, free, uninterrupted and unrestricted right, liberty and licence from time to time and at all times to carry on all quarrying activities on the dominant tenement in a manner authorised under the Resource Management Act 1991 and which may have adverse effects on the servient tenement, including (but without limitation):

- (a) the emission of noise, vibrations, earth movement and dust over the servient tenement and effects of explosion on the servient tenement; and
- (b) allowing such emissions to escape, pass over or settle on and vibrations and effects of explosions to pass through the servient tenement.

COVENANTS, TERMS AND CONDITIONS

The Transferor and the Transferee acknowledge and confirm that:

1. The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952 shall not apply to this easement.
2. Any dispute which may arise between the parties out of or in connection with this easement ("Dispute") shall be referred to and resolved by arbitration by a sole arbitrator under the Arbitration Act 1996. The arbitral proceedings shall commence on the date that a written request for the Dispute to be referred to arbitration as received by the respondent. The arbitrator shall be appointed by the parties to the initial Dispute failing agreement within 10 working days, after the date of receipt of the written request the arbitrator shall be appointed at the request of a party by the president or vice president for the time being of the New Zealand Law Society or the Nominee of such president or vice president. The place of the arbitration shall be Auckland, New Zealand. The substantive law of New Zealand shall apply to the arbitration. No arbitral proceedings are to be commenced in respect of any Dispute unless the written request for the Dispute to be referred to arbitration is receiving by the respondent within three months of the time when the matter or matters giving rise to the Dispute first came to the attention of the parties seeking to commence the arbitral proceedings.
3. Clauses 3 and 6 of the Second Schedule of the Arbitration Act 1996 shall apply to any arbitral proceedings under this easement. All other clauses in the Second Schedule shall not apply.
4. This grant and the covenants and conditions herein set forth shall be binding upon the executors, administrators, successors in title and assigns of the Transferor.
5. The Transferee may grant any licence or right in respect of any estate or interest conferred by this easement and may assign any such estate or interest.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signatures and initials]

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page 2 of 2 Pages

WINSTONE AGGREGATES LIMITED

by:

JOHN LEONARD PATERSON

Name of director

[Signature]

Signature of director

CHRISTOPHER BRIAN SCULLIN

Name of director

[Signature]

Signature of director

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Registrar-General
of Land under No. 1995/1004EF



TRANSFER

Land Transfer Act 1952

LINZ COPY

PRODUCED
ENTERED

3.10.19 JAN 2008

REGISTRATION
GENERAL OF LAND
NORTH AUCKLAND
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY
for REGISTERED
24.1.2008 at 9:00
D 470767-6F

*all actions over domain
land / service land registers
the effect -*

Law Firm Acting
Russell McVeagh McKenzie Bartleet & Co PO Box 8 Auckland 51-53 Shortland Street Auckland

Auckland District Law Society
REF 4135 /4

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



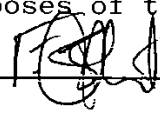
D683074.1 ENC.

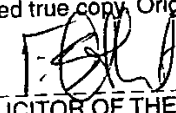
WINSTONE AGGREGATES, a division of FLETCHER CONCRETE
AND INFRASTRUCTURE LIMITED

PAPAKURA DISTRICT COUNCIL

MEMORANDUM OF ENCUMBRANCE

Certified correct for the purposes of the Land
Transfer Act 1952


Certified true copy Original Sighted


A SOLICITOR OF THE HIGH COURT
OF NEW ZEALAND

RICE CRAIG
SOLICITORS

(FG HERBERT)
PO BOX 72-440
PAPAKURA
PH: (09) 299-6900

MEMORANDUM OF ENCUMBRANCE

PARTIES

WINSTONE AGGREGATE, a division of FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED ("Encumbrancer")

PAPAKURA DISTRICT COUNCIL ("Encumbrancee")

INTRODUCTION

- A. The Encumbrancer is the registered proprietor of land more particularly described in Schedule 1 ("Quarry Land").
- B. The Encumbrancer uses the land, or intends to use the land, for quarrying purposes.
- C. The Encumbrancee has included in its District Plan, an area surrounding the Quarry Land known as the "Aggregate Resource Protection Area" ("ARPA"), which is intended to signify the boundary of the buffer zone between the Quarry Land and surrounding land.
- D. If any owner of land within the APRA wishes to construct a dwelling or certain other noise or vibration sensitive buildings or to undertake certain noise or vibration sensitive activities on the land, then they must apply to the Encumbrancee for consent ("Application").
- E. A protocol has been agreed between the Encumbrancee and Encumbrancer to assist the processing of Applications. The Encumbrancee and Encumbrancer have agreed to apply the protocol, in the current form or as amended from time to time.
- F. This encumbrance records the existence of the protocol and the intent of the Encumbrancee and Encumbrancer to continue to apply a protocol for these purposes.

COVENANTS

- 1. The Encumbrancer hereby encumbers the Quarry Land for the benefit of the Encumbrancee for a term of 999 years commencing on the date of this encumbrance with an annual rent charge of \$1 payable in one sum upon demand by the Encumbrancee and thereafter on the anniversary of the date of such demand in the event of a breach of any of the covenants contained in Clause 2 of this encumbrance by the Encumbrancer.
- 2. The Encumbrancer covenants with and for the benefit of the Encumbrancee that the Encumbrancer shall observe and perform all the stipulations and restrictions contained in Schedule 2, or as amended by agreement between the Encumbrancer and Encumbrancee from time to time.
- 3. With the exception of section 104 of the Property Law Act 1952 and section 154 of the Land Transfer Act 1952, none of the rights, powers, remedies and implied covenants provided pursuant to the Land Transfer Act 1952 and the Property Law Act 1952 shall apply to his encumbrance.

4. The Encumbrancer shall be entitled to a release of this encumbrance where:
- (a) the Encumbrancer is able to demonstrate to the Encumbrancee, upon reasonable grounds, that the obligations secured by this encumbrance have become obsolete; and
 - (b) in such circumstances the Encumbrancee shall provide the Encumbrancer with a full release of this encumbrance.

SIGNED AS A DEED

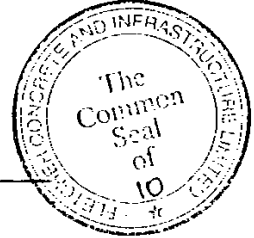
FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED by:

Signature of director

Willem Jon Roest
Name of director

Signature of director

Mark James Binns
Name of director



PAPAKURA DISTRICT COUNCIL by:

Signature of director

David Buisi
Name of director

MM

Signature of director

THOMAS M'LEAN
Name of director

SCHEDULE 1

Legal description of Quarry Land

1. 52.3056 ha, Lot 1 DP60065, contained in certificate of title 18D/1181 ✓
2. 101.2283 ha, part allotment 79 parish of hunua, contained in certificate of title 576/104 ✓
(limited as to parcels)
3. 12.5907 ha, LOT 2 DP55769, contained in certificate of title 8A/243 ✓
4. 43.5037 ha, allot 38 parish of hunua, contained in certificate of title 575/139 ✓
5. 23.5247 ha, lot 1 DP105061, contained in certificate of title 57D/1355 ✓
6. 17.9700 ha, lot 2 DP115598, contained in certificate of title 99C/513 ✓

(all North Auckland Registry)

SCHEDULE 2

Covenants

The Encumbrancee covenants for the term of this encumbrance that the Encumbrancer and its successors in title shall comply with the obligations of Winstone Aggregates as set out in the protocol hereunder between the Encumbrancee and Encumbrancer from time to time or as varied by agreement.

Protocol

1. This protocol between **Winstone Aggregates a division of Fletcher Concrete and Infrastructure Limited** and **Papakura District Council** provides a procedure to process resource consent applications for subdivision or land use within the ARPA around the Hunua / Symonds Hill Quarry zone.
2. The Protocol is intended:
 - (a) to protect the aggregate resource so that it can be efficiently used and developed, in recognition of its significance to the region;
 - (b) to minimise possible future conflict between activities on neighbouring land and quarry operations;
 - (c) to minimise cost and delay to proposed activities on land within the ARPA by early identification of whether any potential conflicts arise and how they might be addressed, and by avoiding public notification where such notification would otherwise be unnecessary; and
 - (d) where agreement cannot be reached, to use the procedures of the RMA to resolve any conflicts in land use.

Definitions

- "ARPA" means the Aggregate Resource Protection Area more particularly delineated in the Papakura District Council's operative district plan.
- "ARPA Values" means the efficient use and development of the aggregate resource within the Hunua/Symonds Hill Quarry Zone in accordance with the provisions of the operative district plan and good quarry practice.
- "Neighbour" means any owner or occupier of land within the ARPA who wishes to subdivide land or commence an activity within the ARPA requiring a resource consent.
- 'PDC' means Papakura District Council
- "RMA" means the Resource Management Act 1991 or any enactment and substitution thereof.
- 'Winstone' means Winstone Aggregates a division of Fletcher Concrete and Infrastructure Limited, where Winstone is the operator of the Hunua/Symonds Hill Quarry and Fletcher Concrete and Infrastructure Limited is the owner of the land within the Hunua/ Symonds Hill Quarry Zone.

Initial Advice

3. Where PDC receives an initial inquiry about a proposed new activity in the ARPA, PDC will:
 - (a) advise the Neighbour to contact and discuss the proposed activity with Winstone; and
 - (b) supply the Neighbour with a copy of this protocol and associated flow chart and information sheet.
4. Where an application for resource consent within the ARPA is lodged by a Neighbour and where the application material does not include information from Winstone on the activity's potential effects on ARPA Values, and (where appropriate) the way in which such effects might be avoided, remedied or mitigated, PDC will immediately forward a copy of the application to Winstone and request the applicant under section 92(2) of the RMA to provide further information on the potential impact of the application on ARPA Values.

Initial Assessment

5. Upon receiving advice of a proposed subdivision or new activity or of an application, Winstone will at its own cost make an immediate initial assessment as to whether the application/proposal would have adverse effects on ARPA Values.
6. If Winstone is satisfied that there would be no adverse effects of concern to it, it will advise the Neighbour and PDC that it has no concerns about impacts on ARPA Values and what factors Winstone considered were material in reaching that conclusion.
7. If subsequent to Winstone's advice that it has no concerns about the proposal, there is any alteration to the proposal from that originally notified to Winstone affecting factors that were material to its initial assessment, PDC will seek information from Winstone on any likely effects on ARPA Values.

Detailed Assessment

8. If, from its initial assessment, and subject to clause 9 below, Winstone considers there may be potential adverse effects by the proposal on ARPA Values, Winstone will at its own cost carry out a more detailed site-specific assessment of the potential constraints and effects of the proposal on Winstone's intended or actual quarry operations. Such an assessment will be undertaken by Winstone as promptly as is reasonably possible, recognising that there may be technical issues, the need to involve independent experts and the like.
9. Winstone need not undertake the more detailed assessment referred to in clause 8 above if the assessment is likely to involve significant cost and if PDC advises Winstone there are other issues unrelated to potential effects on ARPA Values requiring more information and it would be appropriate to wait until those matters are first sufficiently resolved.
10. If Winstone requires further information from the Neighbour to make its more detailed assessment, it will seek PDC's assistance. If appropriate, PDC will require such further information from the Neighbour (under Section 92(1)) and will supply that information to Winstone.
11. If Winstone concludes from its more detailed assessment that there are unlikely to be adverse effects on ARPA Values of concern to it, Winstone will forthwith advise the Neighbour and PDC accordingly and state what factors Winstone considered were material in reaching that conclusion.

12. If, subsequent to Winstone's advice that it has no concerns, there is any alteration to the proposal from that originally notified to Winstone affecting the factors that were material to its more detailed assessment, PDC will seek information from Winstone on any likely effects on ARPA Values.
13. Winstone will use its best endeavours to carry out the initial and any more detailed assessments as described above, in a timely fashion and in co-operation with applicants and PDC, so as to enable PDC to make any determinations it is responsible for under section 92 (further information) and sections 93 and 94 (public notification or non-notification), and to assist PDC with any pre-hearing reports it may wish to prepare under section 42A.

Agreement on Mitigation / Avoidance of Impacts

14. If Winstone's more detailed assessment identifies potential adverse effects on ARPA Values of concern to it, Winstone will negotiate with the Neighbour to try and resolve those concerns by agreement. Resolution could include re-siting or realignment of the proposed activity or development, provision of bunding or other protections to shield the Neighbour's activity or development from quarry operations, or design changes to the development or the placement of covenants on titles, which may then be incorporated into the proposal.
15. If a resolution can be reached by agreement, Winstone and the Neighbour will record their agreement in writing and Winstone will advise PDC that it has no remaining concerns about any adverse effects on ARPA Values.

Procedure if no agreement

16. If, after discussion, the Neighbour and Winstone cannot reach agreement on appropriate measures to avoid or mitigate adverse effects of a proposal on ARPA Values, Winstone will advise PDC of that.
17. PDC will consider any advice received from Winstone under clauses 15 and 16 above when making any decision under sections 93 and 94 on whether or not the application should be publicly notified. Winstone and PDC recognise that there may be other factors which warrant public notification in any event and that even if there are no other factors, PDC shall not be bound to require public notification solely because of the advice received from Winstone, as PDC must make its own determination on such an issue.
18. In the event that any application is publicly notified and Winstone has concerns over potential adverse effects on ARPA Values, Winstone reserves the right to lodge a submission and to bring its concerns to the attention of PDC in the normal way.

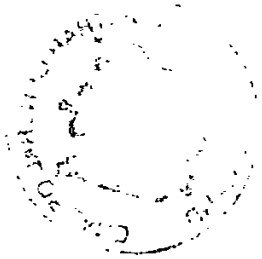
Amendments to Protocol

19. If as a result of actual experience with the processing of resource consent applications or other reasons PDC or Winstone consider it would be desirable to alter the terms of this Protocol to better give effect to its intended purpose, both parties agree that they will work together in good faith to endeavour to reach agreement on appropriate amendments.

Duration of Protocol

20. This protocol and any subsequently agreed amendments shall remain in force for so long as the district plan provisions applying to the Hunua/Symonds Hill Quarry and to the land within the ARPA are in the form contained in the operative district plan applying as at 1 April 2001 which shall be deemed to incorporate any provisions made by consent order of the Environment Court on the determination of references 162/95

*Winstone Aggregates Limited v Papakura District Council and RMA 174/95 Auckland
Regional Council v Papakura District Council.*



LINCOLN

340 21 FEB 02 D 683074

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND



CGT
=



Title Plan - DP 546627

Survey Number DP 546627
Surveyor Reference N3315
Surveyor Malcolm Ralph Dawson
Survey Firm CKL
Surveyor Declaration I Malcolm Ralph Dawson, being a licensed cadastral surveyor, certify that:
(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and
(b) the survey was undertaken by me or under my personal direction.
Declared on 31 Mar 2020 09:47 PM

Survey Details

Dataset Description LAND COVENANT OVER LOT 2 DP 115598
Status Deposited
Land District North Auckland
Submitted Date 31/03/2020
Survey Class Class A
Survey Approval Date 15/04/2020
Deposit Date 27/11/2020

Territorial Authorities

Auckland Council

Comprised In

RT NA99C/513

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Area Z Deposited Plan 546627	Covenant - Land		
Total Area		0.0000 Ha	

Schedule / Memorandum

Land Registration District

North Auckland

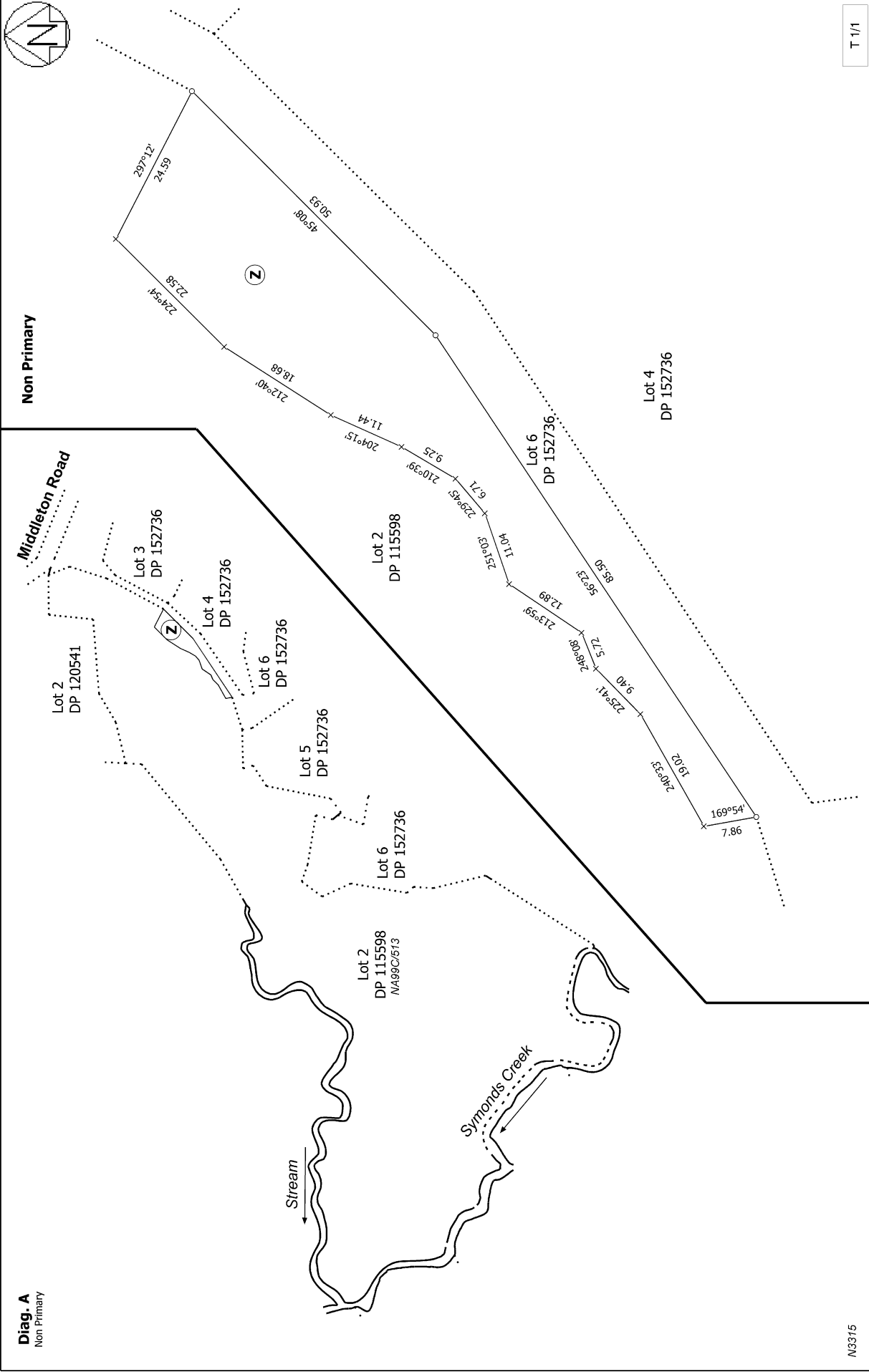
Plan Number

DP 546627

Territorial Authority (the Council)

Auckland Council

Proposed Covenant Schedule		
Purpose	Shown	Servient Tenement (Burdened Land)
Land Covenant (Bush)	Z	Lot 2 DP 115598



N3315	LAND COVENANT OVER LOT 2 DP 115598	T 1/1
Diag. A Non Primary	Land District: North Auckland Dataset Type: Parcels without Survey/Information Digitally Generated Plan <small>Generated on: 11/12/2020 11:46am Page 3 of 3</small>	Title Plan DP 548627 Deposited on: 27/11/2020
Non Primary	Middleton Road Stream Symonds Creek	Lot 2 DP 120541 Lot 3 DP 152736 Lot 4 DP 152736 Lot 5 DP 152736 Lot 6 DP 152736 Lot 2 DP 115598 MA99C/513 Lot 2 DP 115598 Lot 4 DP 152736 Lot 6 DP 152736
Surveyor: Malcolm Ralph Dawson Firm: CKL		



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




R. W. Muir
Registrar-General
of Land

Identifier NA99C/513
Land Registration District North Auckland
Date Issued 04 August 1995

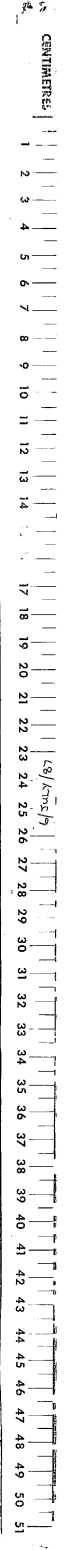
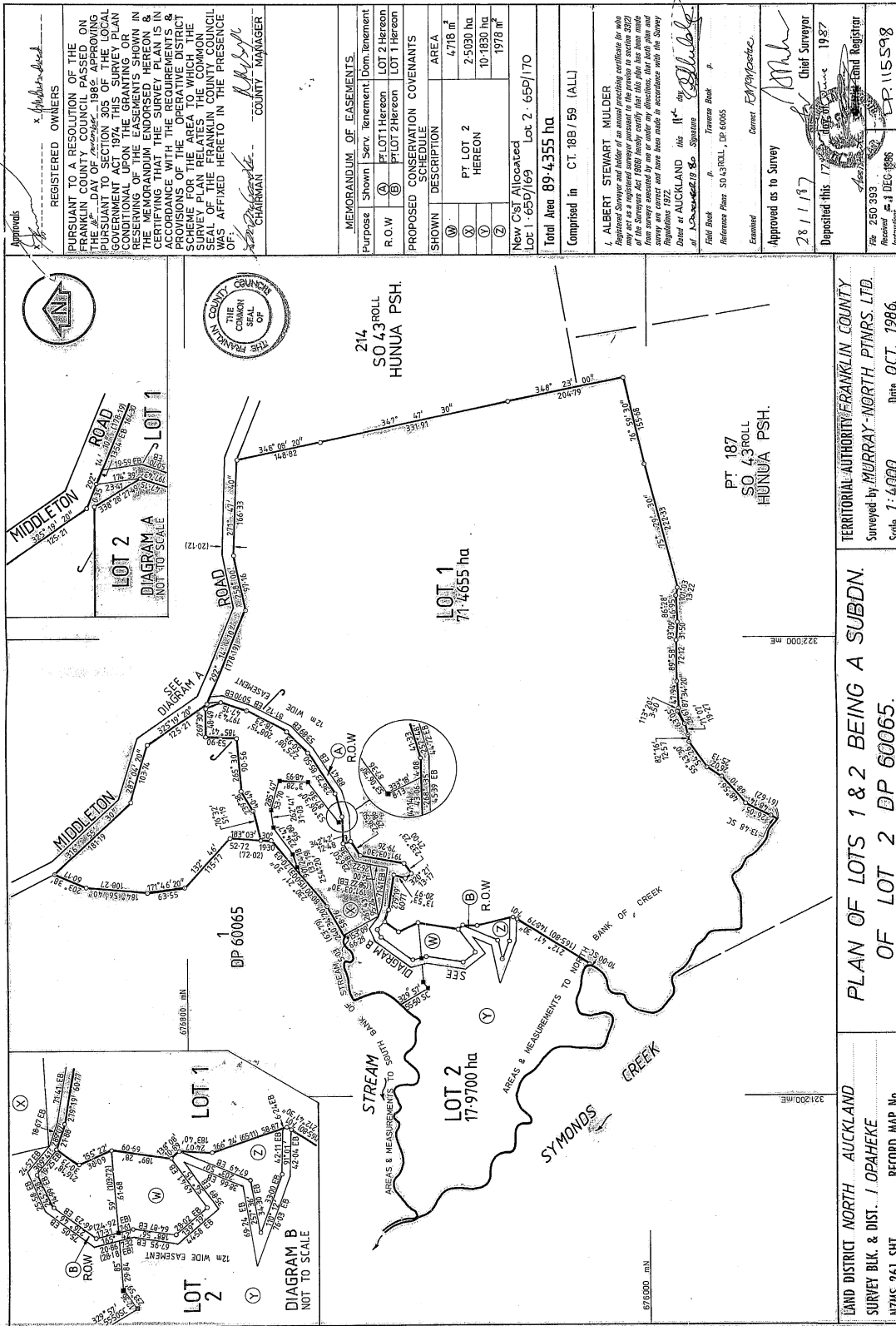
Prior References
NA65D/170

Estate Fee Simple
Area 17.9700 hectares more or less
Legal Description Lot 2 Deposited Plan 115598

Registered Owners
Fletcher Concrete and Infrastructure Limited

Interests

Appurtenant hereto is a right of way specified in Easement Certificate B676248.7
Subject to a right of way over part marked B on Plan 115598 specified in Easement Certificate B676248.7
The easements specified in Easement Certificate B676248.7 are subject to Section 309 (1) (a) Local Government Act 1974
B789270.2 Encumbrance to Franklin County Council - 1.3.1988 at 9:55 am
Appurtenant hereto is a quarry emissions right created by Transfer D470767.6 - produced 19.1.2000 at 3:10 and entered 24.1.2000 at 9:00 am
The easements created by Transfer D470767.6 are subject to Section 243 (a) Resource Management Act 1991
D683074.1 Encumbrance to Papakura District Council - 21.2.2002 at 3:40 pm
8223869.1 Land Covenant - 14.7.2009 at 9:00 am
11935838.1 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 27.11.2020 at 9:49 am
Land Covenant in Covenant Instrument 12112652.16 - 29.6.2021 at 12:12 pm
12962925.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 13.3.2024 at 4:13 pm





WINSTONE
AGGREGATES

**Part
A**

Boffa Miskell



Appendix A6.9

Records of Title - 489 Hunua Road, Drury - Lot 2

DP 55769

View Instrument Details



Instrument No 12112652.16
Status Registered
Date & Time Lodged 29 June 2021 12:12
Lodged By Cho, Hyung Jun
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
NA576/104	North Auckland
832771	North Auckland
832772	North Auckland
NA126C/763	North Auckland
NA18D/1181	North Auckland
NA28A/1311	North Auckland
NA575/139	North Auckland
NA576/105	North Auckland
NA57D/1355	North Auckland
NA69D/366	North Auckland
NA8A/243	North Auckland
NA91A/948	North Auckland
NA99C/513	North Auckland

Annexure Schedule Contains 7 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Simon James Munday as Covenantor Representative on 23/06/2021 03:56 PM

Covantee Certifications

I certify that I have the authority to act for the Covantee 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 Anna Louise Hickmott as Covantee Representative on 23/06/2021 03:50 PM

*** End of Report ***

Form 26**Covenant instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor**REFUSE MANAGEMENT LIMITED****Covenantee****FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED****Grant of Covenant**

The Covenantor being the registered owner of the burdened land(s) set out in Schedule A **grants to the Covenantee** (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	DP 523503	Lots 1 and 2 DP 523503 (832771 and 832772)	Lot 1 DP 105061 (NA57D/1355) Lot 1 DP 60065 (NA18D/1181) Part Allotment 79 Parish of Hunua (NA576/104) Part Allotment 79 Parish of Hunua (NA576/105) Allotment 38 Parish of Hunua (NA575/139) Lot 2 DP 55769 (NA8A/243)

			<p>Lot 2 DP 115598 (NA99C/513)</p> <p>Lot 1 DP 120541 (NA69D/366)</p> <p>Allotment 345 Hunua Parish (NA28A/1311)</p> <p>Lot 5 DP 152736 (NA91A/948)</p> <p>Lot 1 DP 197292 (NA126C/763)</p>
--	--	--	---

Covenant rights and powers (including terms, covenants and conditions)

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 209 of the Land Transfer Act 2017].

[Annexure Schedule B].

Annexure Schedule B

Page 3 of 7 Pages

Insert instrument type

Land covenant

BACKGROUND

- A. The Covenantor is registered owner of the lands described as Lots 1 and 2 DP 523503 contained in records of title 832771 and 832772 (North Auckland Registry), to which this Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered owner of the following lands, which are adjacent and/or nearby Covenant Land:
- (i) Lot 1 DP 105061 comprised in certificate of title NA57D/1355;
 - (ii) Lot 1 DP 60065 comprised in certificate of title NA18D/1181;
 - (iii) Part Allotment 79 Parish of Hunua comprised in certificate of title NA576/104;
 - (iv) Part Allotment 79 Parish of Hunua comprised in certificate of title NA576/105;
 - (v) Allotment 38 Parish of Hunua comprised in certificate of title NA575/139;
 - (vi) Lot 2 DP 55769 comprised in certificate of title NA8A/243;
 - (vii) Lot 2 DP 115598 comprised in certificate of title NA99C/513;
 - (viii) Lot 1 DP 120541 comprised in certificate of title NA69D/366;
 - (ix) Allotment 345 Hunua Parish comprised in certificate of title NA28A/1311;
 - (x) Lot 5 DP 152736 comprised in certificate of title NA91A/948; and
 - (xi) Lot 1 DP 197292 comprised in certificate of title NA126C/763,
- (together the "**Winstone Land**").
- C. The Covenantor intends to construct dwellings on the Covenant Land ("**Dwellings**").

Annexure Schedule B

Insert instrument type

Land covenant

- D. The Covenantee carries out various aggregate extraction, processing, importing of materials, distribution, disposal of overburden, rehabilitation activities and other ancillary and incidental activities ("**Quarry Activities**") on the Winstone Land which result in, or are likely to result in, effects including, but not limited to, noise, vibration, wind borne distribution of aggregate particles, dust, effects of transportation of materials (including noise and vibration) on roadways and accessways, effects of dewatering processes, and the effects of explosion (including ground vibration and airblast) and the usual incidences associated with Quarry Activities ("**Quarry Effects**") which may have consequences beyond the boundaries of the Winstone Land.
 - E. The Covenantor has agreed with the Covenantee to accept for itself and its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land a requirement to comply with the terms of this Covenant.
- COVENANTS**
- 1. The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land for the benefit of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.
 - 2. The Covenantor covenants with and for the benefit of the Covenantee that the Covenantor will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 1 provided always that any party shall as regards this Covenant be liable only in respect of breaches of this Covenant which shall occur while it shall be the registered proprietor of the Covenant Land or any part thereof.

Annexure Schedule B

Page 5 of 7 Pages

Insert instrument type

Land covenant

SCHEDULE 1

Covenants

1. The Covenantor covenants that it is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users or lawful invitees coming to use or having an interest in or being on the Covenant Land or any part thereof, of:
 - (a) the location of the proposed Dwellings, which is in immediate proximity to the Winstone Land where Quarry Activities occur; and
 - (b) the usual incidences of Quarry Activities, which result in, or are likely to result in Quarry Effects which may have consequences beyond the Winstone Land.
2. Without limiting clause 1, the Covenantor further covenants to include in any lease, licence or any other written document relating to the use or occupation of the Covenant Land (including without limitation the proposed Dwellings), a covenant with the Covenantor on the same terms as set out in this Schedule 1, for the benefit of both the Covenantor and Covenantee, and to require compliance with such obligations.
3. The Covenantor covenants that it shall not object to or take any legal or other action in respect of any Quarry Effects generated by any Quarry Activities including but not limited to noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, effects of dewatering processes and the effects of explosion (including ground vibration and airblast) provided that any noise effects are within the levels:
 - (a) authorised by existing use rights;
 - (b) authorised by current or future resource consents; or
 - (c) permitted by the District or Regional Plans.

Annexure Schedule B

Page 6 of 7 Pages

Insert instrument type

Land covenant

4. Without limiting clause 3, the Covenantor further covenants that it shall not:
 - (a) make or lodge; nor
 - (b) be party to, procure, assist or support, any submission, application or proceeding (under the Resource Management Act 1991 or otherwise) with the Auckland Council or any other territorial or other authority having jurisdiction, designed or intended to or having the effect of limiting the Covenantee's conducting of Quarry Activities from the Winstone Land or in opposition to any resource consent application or any other application or submission made under the Resource Management Act 1991 by the Covenantee in relation to Quarry Activities on the Winstone Land.
5. The Covenantor covenants that it will indemnify and keep indemnified the Covenantee against all losses, damages, costs and expenses for which the Covenantee shall or may suffer, incur, or become liable for arising out of any compliant made about the Covenantee's conducting of Quarry Activities from the Winstone Land or application for resource consent in relation to Quarry Activities on the Winstone Land in breach of clauses 3 or 4 above.
6. The Covenantor covenants to provide written approval, if requested by the Covenantee, for any application for a resource consent or, where applicable, any other application or submission made under the Resource Management Act 1991 by the Covenantee in relation to Quarry Activities on the Winstone Land.
7. The Covenantor covenants that the proposed Dwellings shall be designed to achieve internal noise levels that shall not exceed 35 dBA_{Leq} over a 24 hour period in bedrooms and 40 dBA_{Leq} over a 24 hour period in other habitable rooms, based on an external noise level of 55dBA_{Leq} during the hours of 6:00am to 10:00pm and 45dBA_{Leq} during the hours of 10:00pm to 6:00am.
8. The criteria set out above in clause 7, shall be met at the same time as the ventilation provisions of the clause G4 of the New Zealand Building Code.

Annexure Schedule B

Page 7 of 7 Pages

Insert instrument type

Land covenant

9. A certificate from a suitably qualified and experienced acoustical consultant shall be provided to the Covenantee prior to any application for building consent demonstrating that the building design of the proposed Dwellings will achieve the criteria set out in clauses 7 and 8.
10. The Covenantor covenants that the proposed Dwellings will be constructed in accordance with the design criteria set out in clauses 7 and 8 and the certificate set out in clause 9.



FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED

CLIFFORD LEONARD DAVIS AND CHERRY ANNE DAVIS

DEED OF COVENANT

It is hereby requested that the
within covenant be noted on
both the servient and dominant
lands within.

Solicitor for the covenantee.

Correct for the purposes of the
Land Transfer Act 1952:

Solicitor for the covenantee.

RUSSELL McVEAGH

DEED dated

13 October

2008

PARTIES

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED ("Covenantee")

CLIFFORD LEONARD DAVIS AND CHERRY ANNE DAVIS ("Covenantor")

INTRODUCTION

- A. The Covenantor is registered as proprietor of the land described as Lot 1 DP 203567 contained in certificate of title 132A/778 (North Auckland Registry), to which this Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered as the proprietor of adjacent land described as Lot 1 DP 105061, Lot 1 DP 60065, Part Lot 79 Parish of Hunua, Part Lot 38 Parish of Hunua, Lot 2 DP 55769, Lot 2 DP 115598, Lot 1 DP 120541, ~~Lot 1 DP 109558~~, Lot 345 Parish of Hunua and Lot 5 DP 152736 (North Auckland Registry) ("**Winstone Land**"). Titles = 570/1355, 180/1181, 576/104, 576/105, 575/139, 8A/243, 999/513, 690/366, ~~127/259~~, 28A/1311 + 91A/948.
- C. The Covenantee carries out various aggregate extraction, processing, importing of materials, distribution, disposal of overburden, rehabilitation activities and other ancillary and incidental activities ("**Quarry Activities**") on the Winstone Land which result in, or are likely to result in, effects including, but not limited to, noise, vibration, wind borne distribution of aggregate particles, dust, effects of transportation (including noise and vibration) on roadways and accessways, effects of dewatering processes, and the usual incidences associated with Quarry Activities ("**Quarry Effects**") which may have consequences beyond the boundaries of the Winstone Land.
- D. The Covenantor has agreed with the Covenantee to accept for itself and its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land a requirement to comply with the terms of this Covenant.

COVENANTS

The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land for the benefit of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.

The Covenantor covenants with and for the benefit of the Covenantee that the Covenantor will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 1 provided always that any party shall as regards this Covenant be liable only in respect of breaches of this Covenant which shall occur while it shall be the registered proprietor of the Covenant Land or any part thereof.

SIGNATURES

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED by:

Signature of director

Name of director

[Handwritten signature]
Mark James King

Signature of director

Name of director

[Handwritten signature]
William J. Reed

SIGNED by CLIFFORD LEONARD DAVIS in the presence of:

Signature of witness

Occupation

City/town of residence

[Handwritten signature]
Sales Consultant
Karaka

Clifford Leonard Davis

[Handwritten signature]

SIGNED by CHERRY ANNE DAVIS in the presence of:

Signature of witness

Occupation

City/town of residence

[Handwritten signature]
Sales Consultant
Karaka

Cherry Anne Davis

[Handwritten signature]

SCHEDULE 1**Covenants**

1. The Covenantor covenants that it is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users coming to use or having an interest in the Covenant Land or any part thereof, of:
 - (a) the location of the proposed dwelling, which is in immediate proximity to the Winstone Land where Quarry Activities occur; and
 - (b) the usual incidences of Quarry Activities, which result in, or are likely to result in, environmental effects including (but without limitation) noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, effects of dewatering processes, and the effects of explosion (including ground vibration and airblast) which may have consequences beyond the Winstone Land.
2. Without limiting clause 1, the Covenantor further covenants to include in any lease, licence or any other written document relating to the use or occupation of the Covenant Land, a covenant with the Covenantor on the same terms as set out in this Schedule 1, for the benefit of both the Covenantor and Covenantee, and to require compliance with such obligations.
3. The Covenantor covenants that it shall not object or take any legal or other action in respect of any Quarry Effects generated by any Quarry Activities including but not limited to noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, and the effects of explosion (including ground vibration and airblast) provided that the Quarry Effects are within the levels:
 - (a) authorised by existing use rights;
 - (b) authorised by resource consents; or
 - (c) permitted by the District or Regional Plans.
4. Without limiting clause 3, the Covenantor further covenants that it shall not:

- (a) make or lodge; nor
- (b) be party to, procure, assist or support

any submission, application or proceeding (under the Resource Management Act 1991 or otherwise) with the Papakura District Council ("PDC") or the Auckland Regional Council ("ARC") or any other territorial or other authority having jurisdiction, designed or intended to or having the effect of limiting the Covenantee's conducting of Quarry Activities from the Winstone Land or in opposition to any resource application made by Winstone in relation to Quarry Activities on the Winstone Land.

5. The Covenantor covenants that it will indemnify and keep indemnified Winstone against all losses, damages, costs and expenses for which Winstone shall or may suffer, incur, or become liable for arising out of any complaint made about Winstone's conducting of Quarry Activities from the Winstone Land or application for resource consent in relation to Quarry Activities on the Winstone Land in breach of clauses 3 or 4 above.
6. The Covenantor covenants to provide written approval, if requested by Winstone, for any application for resource consent made by Winstone in relation to Quarry Activities on the Winstone Land.
7. The Covenantor covenants that the proposed dwelling shall be designed to achieve internal noise levels that shall not exceed 35 dBA L_{eq} over a 24 hour period in bedrooms and 40 dBA L_{eq} over a 24 hour period in other habitable rooms, based on an external noise level of 55dBA L_{10} during the hours of 6:00am to 9:00pm and 45dBA L_{10} during the hours of 9:00pm to 6:00am.
8. The criteria set out above in clause 7, shall be met at the same time as the ventilation provisions of the clause G4 of the New Zealand Building Code.
9. A certificate from a suitably qualified and experienced acoustical consultant shall be provided to Winstone prior to any application for building consent demonstrating that the building design will achieve the criteria set out in clauses 7 and 8.
10. The Covenantor covenants that the proposed dwelling will be constructed in accordance with the design criteria set out in clauses 7 and 8 and the certificate set out in clause 9.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Mortgage

Page **1** of **1** pages

Consentor
Surname must be underlined or in CAPITALS

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

ANZ NATIONAL BANK LIMITED (formerly ANZ Banking Group (New Zealand) Limited)

Mortgagee under mortgage no. D660291.3

Consent

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

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

[section of the Act]

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

the Consentor hereby consents to:
the registration of the attached deed of covenant dated 13 October 2008 over certificate of title 132A/778 (North Auckland Registry).

It is certified that on 26 June 2004 ANZ Banking Group (New Zealand) Limited was amalgamated with the National Bank of New Zealand Limited to become ANZ National Bank Limited and that this mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.

Dated this 20th day of May 2009

Attestation

<p>ANZ National Bank Limited By its Attorney</p> <p>Michael John Kemp</p>	<p>Signed in my presence by the Consentor</p> <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Yi-Ling Hsu</p> <p>Occupation Bank Officer</p> <p>Address Auckland</p>
<p>Signature of Consentor</p>	

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

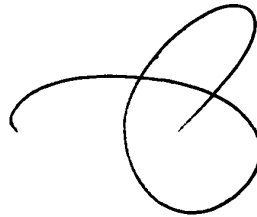
**CERTIFICATE OF NON-REVOCATION OF POWER OF
ATTORNEY**

I, Michael John Kemp of **Auckland**, New Zealand, **Team Leader,**
Lending Services Centre of ANZ National Bank Limited, certify –

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.

2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland this day of 8 May 2009.



Land Information New Zealand, Dealing Numbers:

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

Landonline User ID: russellman
 LODGING FIRM: RUSSELL MCEVEAGH
 Address: PO BOX 8
 AUCKLAND

Uploading Box Number: JW8
 ASSOCIATED FIRM: JW8
 Client Code / Ref: 1538245

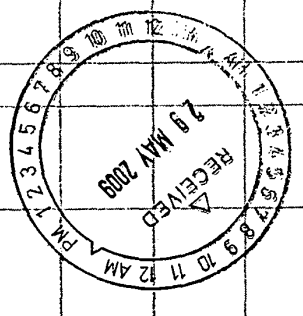
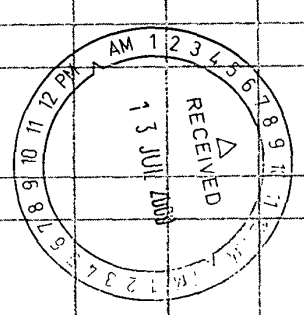
HEREWITH:
 Survey Plan
 Title Plan of
 Traverse Sites
 Field Notes
 Calc Sheets (#)
 Survey Report

Plan Number Pre-Allocated or to be Deposited
 Other (state): NA

Rejected Dealing Number: 8181077.1

COV 8223869.1 Covenan
 Copy - 02/03, Pgs - 009, 13/07/09, 12:08
Copies
 (inc. original)
 DocID: 512044622

Priority Class	CT Ref	Type of Instrument	Names of Parties	GOVERNMENT OR SURVEY FEES	MULTITITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES & GST INCLUSIVE
1	SEE SCHEDULE	COV	DAVIS/ELETCHER CONCRETE	60.00						31	\$60.00
2											
3											
4											
5											
6											



Land Information New Zealand (Lodgement Form)
 Annotations: LINZ USE ONLY
 Fees, Receipt and Tax Invoice
 GST Register Number: 17-022-895
 LINZ Form P005
 LINZ Form P005 - PDF
 Original Signatures? _____
 Subtotal (for this page) \$60.00
 Total for this dealing \$60.00
 Less Fees paid on Dealing # 8181077.1 31
 Debit my Account for \$60.00

* Schedule.

- A. The Covenantor is registered as proprietor of the land described contained in certificate of title 132A/778 (North Auckland F Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered as the proprietor of adjacent land 105061, Lot 1 DP 60065, Part Lot 79 Parish of Hunua, Part Lot 2 DP 55769, Lot 2 DP 115598, Lot 1 DP 120541, Lot 1 DP 1C Hunua and Lot 5 DP 152736 (North Auckland Registry) ("**Winstone** 570/1355, 180/1181, 576/104, 576/105, 575/139, 690/366, ~~671/139~~, 28A/1311 + 91A/948).
- C. The Covenantee carries out various aggregate extraction, processing materials, distribution, disposal of overburden, rehabilitation activities and incidental activities ("**Quarry Activities**") on the Winstone Land. The effects of these activities are likely to result in, effects including, but not limited to, noise, dust, distribution of aggregate particles, dust, effects of transportation (vibration) on roadways and accessways, effects of dewatering and incidences associated with Quarry Activities ("**Quarry Effects**") beyond the boundaries of the Winstone Land.
- D. The Covenantor has agreed with the Covenantee to accept for the benefit of the Covenantee, its assigns, lessees, licensees or occupiers of any part of the land the requirement to comply with the terms of this Covenant.

COVENANTS

The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land with the following covenants in favour of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.

Under the Land Transfer Act 1952

C667203.1 TE

Memorandum of Transfer

WHEREAS

- (1) The Grantor named as such in the attached Schedule is registered as proprietor of the estate ~~being registered as proprietor of an estate~~

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land situated in the Land District of North Auckland ~~containing~~ described in the attached Schedule ("the Land")

~~more or less being~~

- (2) The Grantor has agreed to grant to WATERCARE SERVICES LIMITED at Auckland ("the Grantee") for the purposes of its water supply activity an easement over part of the land on the terms and conditions set out within

NOW THEREFORE

In Consideration of the sum of TEN CENTS (\$0.10) paid by the Grantee to the Grantor

(the receipt of which sum is hereby acknowledged) the Grantor

Does hereby Transfer ~~to the said~~ and Grant to the Grantee an easement in gross for 1000 years from the date of this Transfer the right to convey water over that part of the Land as is described in the attached Schedule as the Easement Area in terms of paragraphs 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 as varied by the Special Terms ~~and~~ Conditions and Covenants of ~~estate and interest in the~~ the attached Schedule.
~~said land above described~~

The Common Seal of)
Watercare Services Limited)
was hereto affixed in the presence of:)



Chairman [Signature]

Secretary [Signature]

In witness whereof these presents have been executed this 17th day of May 1994

Signed by the above named

The Common Seal Of **WINSTONE LIMITED** in the presence of affixed in the presence of:



[Signature]
AUTHORISED SIGNATORY

[Signature]
AUTHORISED SIGNATORY

SCHEDULE

(Easement in Gross for Water Supply)

Winstone Limited

THE LAND

Lot 2, Deposited Plan 55769 and being part Allotment 81 Hunua Parish contained in Certificate of Title 8A/243.

EASEMENT AREA

Area "C" shown on Deposited Plan 81976

SPECIAL TERMS CONDITIONS AND COVENANTS:

1. In paragraph 5(c) of the Seventh Schedule the words, "or where only the position of the pipeline is defined in the easement", is deleted and replaced with the word, "and".
2. The Grantor shall not build, construct, erect or place any building or structure on or over the Easement Area or do permit or suffer anything which may prejudice the stability of the Easement Area.
3. The Grantor shall ensure that pipes and cables for other water, or telephone, electricity or gas laid underground through the Easement Area shall only be at a depth and location first approved by the Grantee.

DATED

EXECUTION

SIGNED for an on behalf of)
Winstone Limited by:)



in the presence of:

Witness:
Address:
Occupation


AUTHORISED SIGNATORY


AUTHORISED SIGNATORY

~~in consideration of~~

~~(the receipt of which sum is hereby acknowledged)~~

~~I do hereby Transfer to the said~~

~~all~~

~~estate and interest in the~~

~~said land above described~~

~~In witness whereof these presents have been executed this~~

~~day~~

~~of~~

~~19~~

~~Signed by the above named~~

~~in the presence of:~~

No.

TRANSFER OF

Easement in Gross for Water Supply

..... WINSTONE LIMITED Transferor

..... WATERCARE SERVICES LIMITED Transferee

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

..... Assistant / District Land Registrar of the

District of

Correct for the purposes of the Land Transfer Act 1952

[Signature]
..... SOLICITOR FOR THE TRANSFEEE

I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952.

..... SOLICITOR FOR THE TRANSFEEE

I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

..... SOLICITOR FOR THE TRANSFEEE

RUSSELL MCVEAGH
BARRISTERS SOLICITORS & NOTARIES
AUCKLAND

11.43 18.OCT94 06672030/F
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR
Transfer of easement in gross for water supply
10" on plan 81976 (shown & noted
care services limited (limited as to
duration) NWT
muc





D470767.6TE

RUSSELL McVEAGH

25 January 2000

By hand

PARTNERS

JOHN KING
JOHN LUSK
GERARD CURRY
SUEY CHAPMAN
PAUL OLDFIELD
CAMERON FLEMING
PATRICK BOWLER
DEREK NOLAN
JEFF MORRISON
DEREK JOHNSTON
LAURIE MAYNE
ANDREW HARMOS
JOHN COLLINGS
FRED THORP
STEPHEN KOS
GREG THOMPSON
ALAN A COURT
FRIDENCE FLACKS
CHRISTOPHER BROWNE
GEOFFREY HARLEY
MATTHEW DUNNING
LANCE HEENAN
RICHARD MEHRTEHS
DAVE WETHERELL
PHILIP SKELTON
PAUL MAJUREY
JUSTIN SMITH
PAUL DAVID
PRAVIR TESIARAM
MARK GAVIN
SIMON HORNER
GRAEME DUGLEY
MICHAEL CROON
ALAN PATERSON
GARTH SINCLAIR
FREDERICK WARD
RICHARD McLEATH
GRANT WILSON
CHERYL GWYN
MICHAEL HOLM
MARY PETERS
BRUCE MCCLINTOCK
GRANT KEMBLE
NICHOLAS WELLS

CONSULTANTS

GEOFFREY RICKETTS
MICHAEL BENNETT
MARTIN DAWSON

District Land Registrar
North Auckland Land Registry
AUCKLAND

For: Karuna


DEALING D.470767

We enclose notice of production 941915 in respect of certificates of title 118D/1181 and 576/104, which are required to complete registration of the land covenant in favour of Winstone Aggregates Limited included in the above dealing.

We also enclose a letter of authority from Short & Co solicitors lodging the dealing, authorising us to act on their behalf in this respect.

Please contact the writer if you have any queries.

Yours faithfully
RUSSELL McVEAGH


Samantha Gain
Senior solicitor

Direct phone: 367 8116
Direct fax: 367 8459
Email: samantha.gain@russellmcveagh.com

SHORT & CO

BARRISTERS SOLICITORS NOTARIES

214 GREAT SOUTH ROAD
TAKANINI
NEW ZEALAND

P O BOX 153, PAPAURA
DX EP76513, PAPAURA
TELEPHONE: (09) 298 9460
FAX: (09) 298 0476

PARTNERS
DAVID C R SHORT LLB Notary Public
JOHN MACDONALD LLB(BONS) LL.M
TIMOTHY J BURCHELL LLB
JOHN GRAY LLB M Com Law (HONS)

21 January 2000

Russell McVeagh McKenzie Bartleet & Co.
Solicitors,
DX CX 10085
AUCKLAND

FAX 367 8459

ATTENTION: SAMANTHA GAIN

WINTONE AGGREGATES LIMITED - DE BAUGH

We refer to our telephone conversations this morning and hereby authorise you to lodge as part of our dealing the production slips for the additional titles required to enable registration of the Easement Transfer.

We confirm that Karuna at Linz is handling the matter and the abstract number is D470767.

Yours faithfully
SHORT & CO


MARIE OFFEN

TRANSFER
Land Transfer Act 1952



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No. All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

126C	763	All	(together "servient tenement")
126C	764	All	

Transferor Surnames must be underlined or in CAPITALS

BRUCE GORDON de BAUGH and MARLENE JOY de BAUGH

Transferee Surnames must be underlined or in CAPITALS

WINSTONE AGGREGATES LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Easement to carry on quarrying activities to be forever appurtenant to the Transferee's land being all the land in certificates of title 18D/1181, 576/104 (limited as to parcels), 8A/243, 575/139, 57D/1355 and 99C/513 ("dominant tenement") (continued on Annexure Schedule) * 576/105 and 28A/1311

Consideration

\$1.00

Operative Clause

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

Dated this 7th day of December 29

Attestation

	Signed in my presence by the Transferor
B G de Baugh	Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
M J de Baugh	Witness name Marie A. Offen
Signature, or common seal of Transferor	Occupation Legal Executive
	Address Takanini

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

[Empty box for date]

Page

1

of

2

Pages



ESTATE OR INTEREST OR EASEMENT TO BE CREATED (CONTINUED)

The Transferor transfers and grants to the Transferee, an easement for all time being the full, free, uninterrupted and unrestricted right, liberty and licence from time to time and at all times to carry on all quarrying activities on the dominant tenement in a manner authorised under the Resource Management Act 1991 and which may have adverse effects on the servient tenement, including (but without limitation):

- (a) the emission of noise, vibrations, earth movement and dust over the servient tenement and effects of explosion on the servient tenement; and
- (b) allowing such emissions to escape, pass over or settle on and vibrations and effects of explosions to pass through the servient tenement.

COVENANTS, TERMS AND CONDITIONS

The Transferor and the Transferee acknowledge and confirm that:

1. The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952 shall not apply to this easement.
2. Any dispute which may arise between the parties out of or in connection with this easement ("Dispute") shall be referred to and resolved by arbitration by a sole arbitrator under the Arbitration Act 1996. The arbitral proceedings shall commence on the date that a written request for the Dispute to be referred to arbitration as received by the respondent. The arbitrator shall be appointed by the parties to the initial Dispute failing agreement within 10 working days, after the date of receipt of the written request the arbitrator shall be appointed at the request of a party by the president or vice president for the time being of the New Zealand Law Society or the Nominee of such president or vice president. The place of the arbitration shall be Auckland, New Zealand. The substantive law of New Zealand shall apply to the arbitration. No arbitral proceedings are to be commenced in respect of any Dispute unless the written request for the Dispute to be referred to arbitration is receiving by the respondent within three months of the time when the matter or matters giving rise to the Dispute first came to the attention of the parties seeking to commence the arbitral proceedings.
3. Clauses 3 and 6 of the Second Schedule of the Arbitration Act 1996 shall apply to any arbitral proceedings under this easement. All other clauses in the Second Schedule shall not apply.
4. This grant and the covenants and conditions herein set forth shall be binding upon the executors, administrators, successors in title and assigns of the Transferor.
5. The Transferee may grant any licence or right in respect of any estate or interest conferred by this easement and may assign any such estate or interest.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signatures and initials]

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page 2 of 2 Pages

WINSTONE AGGREGATES LIMITED

by:

JOHN LEONARD PATERSON

Name of director

[Signature]

Signature of director

CHRISTOPHER BRIAN SCULLIN

Name of director

[Signature]

Signature of director

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Registrar-General
of Land under No. 1995/1004EF



TRANSFER

Land Transfer Act 1952

LINZ COPY

PRODUCED
ENTERED

3.10.19 JAN 00

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
for REGISTER GENERAL OF LAND



24.1.2008
21.9.2008
470767-6F

*all actions over domain
land / service land papers
for effect*

Law Firm Acting
Russell McVeagh McKenzie Bartleet & Co PO Box 8 Auckland 51-53 Shortland Street Auckland

Auckland District Law Society
REF 4135 /4

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



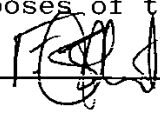
D683074.1 ENC.

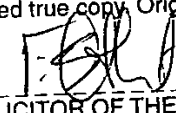
WINSTONE AGGREGATES, a division of FLETCHER CONCRETE
AND INFRASTRUCTURE LIMITED

PAPAKURA DISTRICT COUNCIL

MEMORANDUM OF ENCUMBRANCE

Certified correct for the purposes of the Land
Transfer Act 1952


Certified true copy Original Sighted


A SOLICITOR OF THE HIGH COURT
OF NEW ZEALAND

RICE CRAIG
SOLICITORS

(FG HERBERT)
PO BOX 72-440
PAPAKURA
PH: (09) 299-6900

MEMORANDUM OF ENCUMBRANCE

PARTIES

WINSTONE AGGREGATE, a division of FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED ("Encumbrancer")

PAPAKURA DISTRICT COUNCIL ("Encumbrancee")

INTRODUCTION

- A. The Encumbrancer is the registered proprietor of land more particularly described in Schedule 1 ("Quarry Land").
- B. The Encumbrancer uses the land, or intends to use the land, for quarrying purposes.
- C. The Encumbrancee has included in its District Plan, an area surrounding the Quarry Land known as the "Aggregate Resource Protection Area" ("ARPA"), which is intended to signify the boundary of the buffer zone between the Quarry Land and surrounding land.
- D. If any owner of land within the APRA wishes to construct a dwelling or certain other noise or vibration sensitive buildings or to undertake certain noise or vibration sensitive activities on the land, then they must apply to the Encumbrancee for consent ("Application").
- E. A protocol has been agreed between the Encumbrancee and Encumbrancer to assist the processing of Applications. The Encumbrancee and Encumbrancer have agreed to apply the protocol, in the current form or as amended from time to time.
- F. This encumbrance records the existence of the protocol and the intent of the Encumbrancee and Encumbrancer to continue to apply a protocol for these purposes.

COVENANTS

- 1. The Encumbrancer hereby encumbers the Quarry Land for the benefit of the Encumbrancee for a term of 999 years commencing on the date of this encumbrance with an annual rent charge of \$1 payable in one sum upon demand by the Encumbrancee and thereafter on the anniversary of the date of such demand in the event of a breach of any of the covenants contained in Clause 2 of this encumbrance by the Encumbrancer.
- 2. The Encumbrancer covenants with and for the benefit of the Encumbrancee that the Encumbrancer shall observe and perform all the stipulations and restrictions contained in Schedule 2, or as amended by agreement between the Encumbrancer and Encumbrancee from time to time.
- 3. With the exception of section 104 of the Property Law Act 1952 and section 154 of the Land Transfer Act 1952, none of the rights, powers, remedies and implied covenants provided pursuant to the Land Transfer Act 1952 and the Property Law Act 1952 shall apply to his encumbrance.

4. The Encumbrancer shall be entitled to a release of this encumbrance where:
- (a) the Encumbrancer is able to demonstrate to the Encumbrancee, upon reasonable grounds, that the obligations secured by this encumbrance have become obsolete; and
 - (b) in such circumstances the Encumbrancee shall provide the Encumbrancer with a full release of this encumbrance.

SIGNED AS A DEED

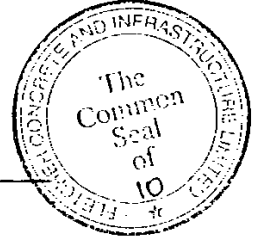
FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED by:

Signature of director

Willem Jon Roest
Name of director

Signature of director

Mark James Binns
Name of director



PAPAKURA DISTRICT COUNCIL by:

Signature of director

David Buisi
Name of director

MM

Signature of director
CEO

THOMAS M'LEAN
Name of director

SCHEDULE 1

Legal description of Quarry Land

1. 52.3056 ha, Lot 1 DP60065, contained in certificate of title 18D/1181 ✓
2. 101.2283 ha, part allotment 79 parish of hunua, contained in certificate of title 576/104 ✓
(limited as to parcels)
3. 12.5907 ha, LOT 2 DP55769, contained in certificate of title 8A/243 ✓
4. 43.5037 ha, allot 38 parish of hunua, contained in certificate of title 575/139 ✓
5. 23.5247 ha, lot 1 DP105061, contained in certificate of title 57D/1355 ✓
6. 17.9700 ha, lot 2 DP115598, contained in certificate of title 99C/513 ✓

(all North Auckland Registry)

SCHEDULE 2

Covenants

The Encumbrancee covenants for the term of this encumbrance that the Encumbrancer and its successors in title shall comply with the obligations of Winstone Aggregates as set out in the protocol hereunder between the Encumbrancee and Encumbrancer from time to time or as varied by agreement.

Protocol

1. This protocol between **Winstone Aggregates a division of Fletcher Concrete and Infrastructure Limited** and **Papakura District Council** provides a procedure to process resource consent applications for subdivision or land use within the ARPA around the Hunua / Symonds Hill Quarry zone.
2. The Protocol is intended:
 - (a) to protect the aggregate resource so that it can be efficiently used and developed, in recognition of its significance to the region;
 - (b) to minimise possible future conflict between activities on neighbouring land and quarry operations;
 - (c) to minimise cost and delay to proposed activities on land within the ARPA by early identification of whether any potential conflicts arise and how they might be addressed, and by avoiding public notification where such notification would otherwise be unnecessary; and
 - (d) where agreement cannot be reached, to use the procedures of the RMA to resolve any conflicts in land use.

Definitions

- "ARPA" means the Aggregate Resource Protection Area more particularly delineated in the Papakura District Council's operative district plan.
- "ARPA Values" means the efficient use and development of the aggregate resource within the Hunua/Symonds Hill Quarry Zone in accordance with the provisions of the operative district plan and good quarry practice.
- "Neighbour" means any owner or occupier of land within the ARPA who wishes to subdivide land or commence an activity within the ARPA requiring a resource consent.
- 'PDC' means Papakura District Council
- "RMA" means the Resource Management Act 1991 or any enactment and substitution thereof.
- 'Winstone' means Winstone Aggregates a division of Fletcher Concrete and Infrastructure Limited, where Winstone is the operator of the Hunua/Symonds Hill Quarry and Fletcher Concrete and Infrastructure Limited is the owner of the land within the Hunua/ Symonds Hill Quarry Zone.

Initial Advice

3. Where PDC receives an initial inquiry about a proposed new activity in the ARPA, PDC will:
 - (a) advise the Neighbour to contact and discuss the proposed activity with Winstone; and
 - (b) supply the Neighbour with a copy of this protocol and associated flow chart and information sheet.
4. Where an application for resource consent within the ARPA is lodged by a Neighbour and where the application material does not include information from Winstone on the activity's potential effects on ARPA Values, and (where appropriate) the way in which such effects might be avoided, remedied or mitigated, PDC will immediately forward a copy of the application to Winstone and request the applicant under section 92(2) of the RMA to provide further information on the potential impact of the application on ARPA Values.

Initial Assessment

5. Upon receiving advice of a proposed subdivision or new activity or of an application, Winstone will at its own cost make an immediate initial assessment as to whether the application/proposal would have adverse effects on ARPA Values.
6. If Winstone is satisfied that there would be no adverse effects of concern to it, it will advise the Neighbour and PDC that it has no concerns about impacts on ARPA Values and what factors Winstone considered were material in reaching that conclusion.
7. If subsequent to Winstone's advice that it has no concerns about the proposal, there is any alteration to the proposal from that originally notified to Winstone affecting factors that were material to its initial assessment, PDC will seek information from Winstone on any likely effects on ARPA Values.

Detailed Assessment

8. If, from its initial assessment, and subject to clause 9 below, Winstone considers there may be potential adverse effects by the proposal on ARPA Values, Winstone will at its own cost carry out a more detailed site-specific assessment of the potential constraints and effects of the proposal on Winstone's intended or actual quarry operations. Such an assessment will be undertaken by Winstone as promptly as is reasonably possible, recognising that there may be technical issues, the need to involve independent experts and the like.
9. Winstone need not undertake the more detailed assessment referred to in clause 8 above if the assessment is likely to involve significant cost and if PDC advises Winstone there are other issues unrelated to potential effects on ARPA Values requiring more information and it would be appropriate to wait until those matters are first sufficiently resolved.
10. If Winstone requires further information from the Neighbour to make its more detailed assessment, it will seek PDC's assistance. If appropriate, PDC will require such further information from the Neighbour (under Section 92(1)) and will supply that information to Winstone.
11. If Winstone concludes from its more detailed assessment that there are unlikely to be adverse effects on ARPA Values of concern to it, Winstone will forthwith advise the Neighbour and PDC accordingly and state what factors Winstone considered were material in reaching that conclusion.

12. If, subsequent to Winstone's advice that it has no concerns, there is any alteration to the proposal from that originally notified to Winstone affecting the factors that were material to its more detailed assessment, PDC will seek information from Winstone on any likely effects on ARPA Values.
13. Winstone will use its best endeavours to carry out the initial and any more detailed assessments as described above, in a timely fashion and in co-operation with applicants and PDC, so as to enable PDC to make any determinations it is responsible for under section 92 (further information) and sections 93 and 94 (public notification or non-notification), and to assist PDC with any pre-hearing reports it may wish to prepare under section 42A.

Agreement on Mitigation / Avoidance of Impacts

14. If Winstone's more detailed assessment identifies potential adverse effects on ARPA Values of concern to it, Winstone will negotiate with the Neighbour to try and resolve those concerns by agreement. Resolution could include re-siting or realignment of the proposed activity or development, provision of bunding or other protections to shield the Neighbour's activity or development from quarry operations, or design changes to the development or the placement of covenants on titles, which may then be incorporated into the proposal.
15. If a resolution can be reached by agreement, Winstone and the Neighbour will record their agreement in writing and Winstone will advise PDC that it has no remaining concerns about any adverse effects on ARPA Values.

Procedure if no agreement

16. If, after discussion, the Neighbour and Winstone cannot reach agreement on appropriate measures to avoid or mitigate adverse effects of a proposal on ARPA Values, Winstone will advise PDC of that.
17. PDC will consider any advice received from Winstone under clauses 15 and 16 above when making any decision under sections 93 and 94 on whether or not the application should be publicly notified. Winstone and PDC recognise that there may be other factors which warrant public notification in any event and that even if there are no other factors, PDC shall not be bound to require public notification solely because of the advice received from Winstone, as PDC must make its own determination on such an issue.
18. In the event that any application is publicly notified and Winstone has concerns over potential adverse effects on ARPA Values, Winstone reserves the right to lodge a submission and to bring its concerns to the attention of PDC in the normal way.

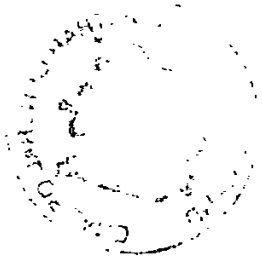
Amendments to Protocol

19. If as a result of actual experience with the processing of resource consent applications or other reasons PDC or Winstone consider it would be desirable to alter the terms of this Protocol to better give effect to its intended purpose, both parties agree that they will work together in good faith to endeavour to reach agreement on appropriate amendments.

Duration of Protocol

20. This protocol and any subsequently agreed amendments shall remain in force for so long as the district plan provisions applying to the Hunua/Symonds Hill Quarry and to the land within the ARPA are in the form contained in the operative district plan applying as at 1 April 2001 which shall be deemed to incorporate any provisions made by consent order of the Environment Court on the determination of references 162/95

*Winstone Aggregates Limited v Papakura District Council and RMA 174/95 Auckland
Regional Council v Papakura District Council.*



LINCOLN

340 21 FEB 02 D 683074

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND



CGT
=



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




R. W. Muir
Registrar-General
of Land

Identifier **NA8A/243**
Land Registration District **North Auckland**
Date Issued 04 March 1966

Prior References
NA587/3

Estate Fee Simple
Area 12.5908 hectares more or less
Legal Description Lot 2 Deposited Plan 55769

Registered Owners
Fletcher Concrete and Infrastructure Limited

Interests

Subject to a water supply right (in gross) over part marked C on Plan 81976 in favour of Watercare Services Limited created by Transfer C667203.1 - 18.10.1994 at 11.43 am (Limited as to duration)

Appurtenant hereto is a quarry emissions right created by Transfer D470767.6 - Produced 19.1.2000 at 3.10 pm and Entered 24.1.2000 at 9.00 am

The easements created by Transfer D470767.6 are subject to Section 243 (a) Resource Management Act 1991

D683074.1 Encumbrance to Papakura District Council - 21.2.2002 at 3.40 pm

8223869.1 Land Covenant - 14.7.2009 at 9:00 am

Land Covenant in Covenant Instrument 12112652.16 - 29.6.2021 at 12:12 pm

Water
durat

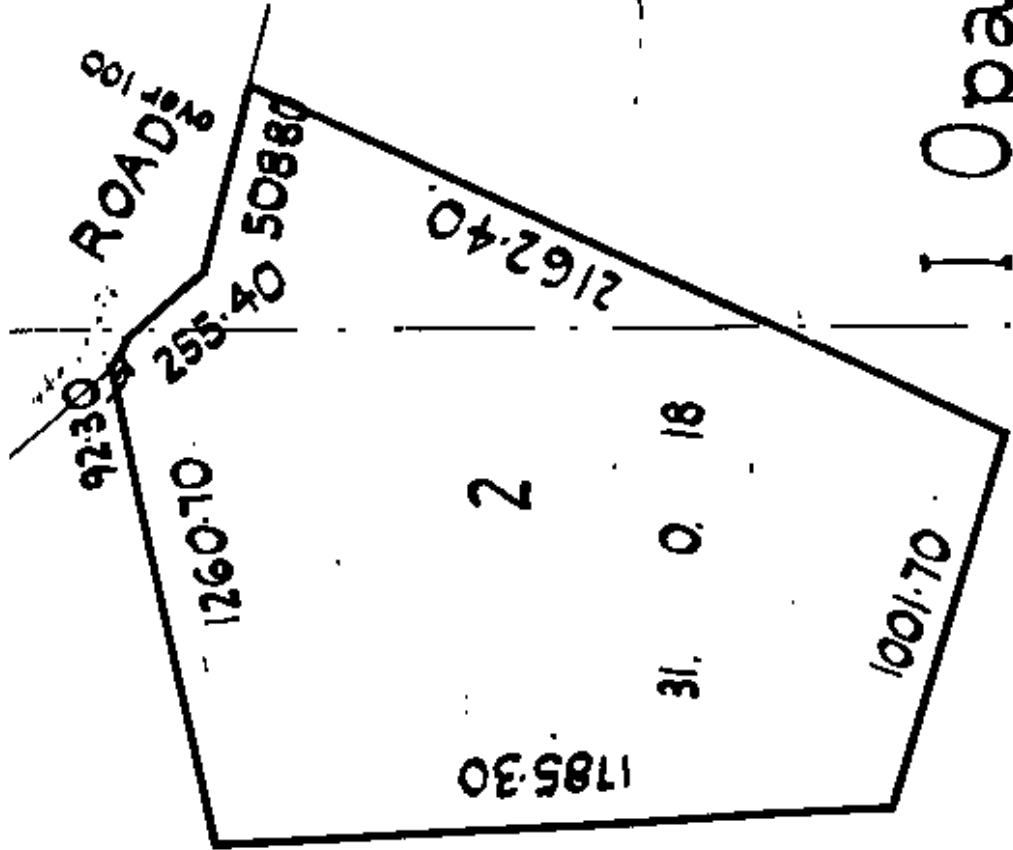
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IV Drury S.D.



I Opaheke S.D.



WINSTONE
AGGREGATES

**Part
A**

Boffa Miskell



Appendix A6.9

Records of Title - 499 Hunua Road, Drury - Lot 1
DP 105061

View Instrument Details



Instrument No 12112652.16
Status Registered
Date & Time Lodged 29 June 2021 12:12
Lodged By Cho, Hyung Jun
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
NA576/104	North Auckland
832771	North Auckland
832772	North Auckland
NA126C/763	North Auckland
NA18D/1181	North Auckland
NA28A/1311	North Auckland
NA575/139	North Auckland
NA576/105	North Auckland
NA57D/1355	North Auckland
NA69D/366	North Auckland
NA8A/243	North Auckland
NA91A/948	North Auckland
NA99C/513	North Auckland

Annexure Schedule Contains 7 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Simon James Munday as Covenantor Representative on 23/06/2021 03:56 PM

Covantee Certifications

I certify that I have the authority to act for the Covantee 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 Anna Louise Hickmott as Covantee Representative on 23/06/2021 03:50 PM

*** End of Report ***

Form 26**Covenant instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor**REFUSE MANAGEMENT LIMITED****Covenantee****FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED****Grant of Covenant**

The Covenantor being the registered owner of the burdened land(s) set out in Schedule A **grants to the Covenantee** (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	DP 523503	Lots 1 and 2 DP 523503 (832771 and 832772)	Lot 1 DP 105061 (NA57D/1355) Lot 1 DP 60065 (NA18D/1181) Part Allotment 79 Parish of Hunua (NA576/104) Part Allotment 79 Parish of Hunua (NA576/105) Allotment 38 Parish of Hunua (NA575/139) Lot 2 DP 55769 (NA8A/243)

			<p>Lot 2 DP 115598 (NA99C/513)</p> <p>Lot 1 DP 120541 (NA69D/366)</p> <p>Allotment 345 Hunua Parish (NA28A/1311)</p> <p>Lot 5 DP 152736 (NA91A/948)</p> <p>Lot 1 DP 197292 (NA126C/763)</p>
--	--	--	---

Covenant rights and powers (including terms, covenants and conditions)

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

Continue in additional Annexure Schedule if required.

<p>The provisions applying to the specified covenants are those set out in:</p> <p>[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].</p> <p>[Annexure Schedule B].</p>
--

Annexure Schedule B

Page 3 of 7 Pages

Insert instrument type

Land covenant

BACKGROUND

- A. The Covenantor is registered owner of the lands described as Lots 1 and 2 DP 523503 contained in records of title 832771 and 832772 (North Auckland Registry), to which this Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered owner of the following lands, which are adjacent and/or nearby Covenant Land:
- (i) Lot 1 DP 105061 comprised in certificate of title NA57D/1355;
 - (ii) Lot 1 DP 60065 comprised in certificate of title NA18D/1181;
 - (iii) Part Allotment 79 Parish of Hunua comprised in certificate of title NA576/104;
 - (iv) Part Allotment 79 Parish of Hunua comprised in certificate of title NA576/105;
 - (v) Allotment 38 Parish of Hunua comprised in certificate of title NA575/139;
 - (vi) Lot 2 DP 55769 comprised in certificate of title NA8A/243;
 - (vii) Lot 2 DP 115598 comprised in certificate of title NA99C/513;
 - (viii) Lot 1 DP 120541 comprised in certificate of title NA69D/366;
 - (ix) Allotment 345 Hunua Parish comprised in certificate of title NA28A/1311;
 - (x) Lot 5 DP 152736 comprised in certificate of title NA91A/948; and
 - (xi) Lot 1 DP 197292 comprised in certificate of title NA126C/763,
- (together the "**Winstone Land**").
- C. The Covenantor intends to construct dwellings on the Covenant Land ("**Dwellings**").

Annexure Schedule B

Insert instrument type

Land covenant

- D. The Covenantee carries out various aggregate extraction, processing, importing of materials, distribution, disposal of overburden, rehabilitation activities and other ancillary and incidental activities ("**Quarry Activities**") on the Winstone Land which result in, or are likely to result in, effects including, but not limited to, noise, vibration, wind borne distribution of aggregate particles, dust, effects of transportation of materials (including noise and vibration) on roadways and accessways, effects of dewatering processes, and the effects of explosion (including ground vibration and airblast) and the usual incidences associated with Quarry Activities ("**Quarry Effects**") which may have consequences beyond the boundaries of the Winstone Land.
 - E. The Covenantor has agreed with the Covenantee to accept for itself and its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land a requirement to comply with the terms of this Covenant.
- COVENANTS**
- 1. The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land for the benefit of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.
 - 2. The Covenantor covenants with and for the benefit of the Covenantee that the Covenantor will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 1 provided always that any party shall as regards this Covenant be liable only in respect of breaches of this Covenant which shall occur while it shall be the registered proprietor of the Covenant Land or any part thereof.

Annexure Schedule B

Page 5 of 7 Pages

Insert instrument type

Land covenant

SCHEDULE 1

Covenants

1. The Covenantor covenants that it is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users or lawful invitees coming to use or having an interest in or being on the Covenant Land or any part thereof, of:
 - (a) the location of the proposed Dwellings, which is in immediate proximity to the Winstone Land where Quarry Activities occur; and
 - (b) the usual incidences of Quarry Activities, which result in, or are likely to result in Quarry Effects which may have consequences beyond the Winstone Land.
2. Without limiting clause 1, the Covenantor further covenants to include in any lease, licence or any other written document relating to the use or occupation of the Covenant Land (including without limitation the proposed Dwellings), a covenant with the Covenantor on the same terms as set out in this Schedule 1, for the benefit of both the Covenantor and Covenantee, and to require compliance with such obligations.
3. The Covenantor covenants that it shall not object to or take any legal or other action in respect of any Quarry Effects generated by any Quarry Activities including but not limited to noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, effects of dewatering processes and the effects of explosion (including ground vibration and airblast) provided that any noise effects are within the levels:
 - (a) authorised by existing use rights;
 - (b) authorised by current or future resource consents; or
 - (c) permitted by the District or Regional Plans.

Annexure Schedule B

Page 6 of 7 Pages

Insert instrument type

Land covenant

4. Without limiting clause 3, the Covenantor further covenants that it shall not:
 - (a) make or lodge; nor
 - (b) be party to, procure, assist or support, any submission, application or proceeding (under the Resource Management Act 1991 or otherwise) with the Auckland Council or any other territorial or other authority having jurisdiction, designed or intended to or having the effect of limiting the Covenantee's conducting of Quarry Activities from the Winstone Land or in opposition to any resource consent application or any other application or submission made under the Resource Management Act 1991 by the Covenantee in relation to Quarry Activities on the Winstone Land.
5. The Covenantor covenants that it will indemnify and keep indemnified the Covenantee against all losses, damages, costs and expenses for which the Covenantee shall or may suffer, incur, or become liable for arising out of any compliant made about the Covenantee's conducting of Quarry Activities from the Winstone Land or application for resource consent in relation to Quarry Activities on the Winstone Land in breach of clauses 3 or 4 above.
6. The Covenantor covenants to provide written approval, if requested by the Covenantee, for any application for a resource consent or, where applicable, any other application or submission made under the Resource Management Act 1991 by the Covenantee in relation to Quarry Activities on the Winstone Land.
7. The Covenantor covenants that the proposed Dwellings shall be designed to achieve internal noise levels that shall not exceed 35 dBA_{Leq} over a 24 hour period in bedrooms and 40 dBA_{Leq} over a 24 hour period in other habitable rooms, based on an external noise level of 55dBA_{Leq} during the hours of 6:00am to 10:00pm and 45dBA_{Leq} during the hours of 10:00pm to 6:00am.
8. The criteria set out above in clause 7, shall be met at the same time as the ventilation provisions of the clause G4 of the New Zealand Building Code.

Annexure Schedule B

Page 7 of 7 Pages

Insert instrument type

Land covenant

9. A certificate from a suitably qualified and experienced acoustical consultant shall be provided to the Covenantee prior to any application for building consent demonstrating that the building design of the proposed Dwellings will achieve the criteria set out in clauses 7 and 8.
10. The Covenantor covenants that the proposed Dwellings will be constructed in accordance with the design criteria set out in clauses 7 and 8 and the certificate set out in clause 9.

View Instrument Details



Instrument No 12962925.1
Status Registered
Date & Time Lodged 13 March 2024 16:13
Lodged By Carey, Richard Anthony
Instrument Type Climate Change Response Act 2002 - Notice of status under s195(2)



Affected Records of Title	Land District
1009097	Hawkes Bay
1024103	Hawkes Bay
1068885	Otago
1071253	Southland
463123	Wellington
951828	Wellington
951829	Wellington
HBH2/798	Hawkes Bay
NA138B/373	North Auckland
NA575/139	North Auckland
NA576/104	North Auckland
NA57D/1355	North Auckland
NA63/29	North Auckland
NA99C/513	North Auckland
OT18B/489	Otago
OT7D/1317	Otago
OT7D/1318	Otago
SA150/35	South Auckland
SA54A/922	South Auckland
SA99/204	South Auckland
TNC2/1064	Taranaki
WN43D/86	Wellington
WN54D/65	Wellington

Annexure Schedule Contains 2 Pages.

Signature

Signed by Ranginui James Moore as Crown Representative on 13/03/2024 03:26 PM

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



Notice of status of forest land

Section 195, Climate Change Response Act 2002

To the Registrar-General of Land,

Part of the following land is post-1989 forest land that forms part of a carbon accounting area in respect of which a person is a participant under the Climate Change Response Act 2002.

Description of land

Legal Description	Region	Title Reference
Lot 1 Deposited Plan 578565	Southland	1071253
Lot 2 Deposited Plan 578167 and Section 2 Block XI Rankleburn Survey District	Otago	1068885
Part Section 4, Section 6 and Part Section 5 Block XI Rankleburn Survey District	Otago	OT18B/489
Section 74 Block XI Glenkenich Survey District	Otago	OT7D/1318
Section 1 Block XI Rankleburn Survey District	Otago	OT7D/1317
Part Maungaporau and Section 11-12 Survey Office Plan 15089	Wellington	463123
Part Section 3 Block VIII Awakino Survey District	South Auckland	SA150/35
Lot 1 Deposited Plan 36217	South Auckland	SA54A/922
Part Section 4 Block VIII Awakino North Survey District and Defined On Deposited Plan 2286	South Auckland	SA99/204
Section 6 Block IV Kapara Survey District	Taranaki	TNC2/1064
Lot 2 Deposited Plan 568894	Hawkes Bay	1024103
Lot 2 Deposited Plan 565261	Hawkes Bay	1009097
Lot 1 Deposited Plan 15479	Hawkes Bay	HBH2/798
Section 81 Parish of Kaiaka	North Auckland	NA63/29

ETS Reference:

Case: 00034731

Lot 1 Deposited Plan 79975 and Lot 1 Deposited Plan 71278	Wellington	951829
Part Lot 1 Deposited Plan 66856	Wellington	951828
Lot 3 DP 77172	Wellington	WN43D/86
Lot 2 Deposited Plan 210153	North Auckland	NA138B/373
Lot 100 Deposited Plan 210153	North Auckland	NA138B/373
Allotment 38 Parish of Hunua	North Auckland	NA575/139
Lot 1 Deposited Plan 105061	North Auckland	NA57D/1355
Lot 2 Deposited Plan 115598	North Auckland	NA99C/513
Part Allotment 79 Parish of Hunua	North Auckland	NA576/104
Lot 1 Deposited Plan 17181, Part Lot 1 Deposited Plan 3293 and Part Lot 3 Deposited Plan 5582	Wellington	WN54D/65

Date: 13/03/2024

Signature:



Megan Anderson

Team Leader, Forestry ETS Operations

Te Uru Rākau New Zealand Forest Service

For the Chief Executive of the Ministry for Primary Industries - Manatū Ahu Matua

(Acting under delegated authority)

ETS Reference:

Case: 00034731



FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED

CLIFFORD LEONARD DAVIS AND CHERRY ANNE DAVIS

DEED OF COVENANT

It is hereby requested that the
within covenant be noted on
both the servient and dominant
lands within.

Solicitor for the covenantee.

Correct for the purposes of the
Land Transfer Act 1952:

Solicitor for the covenantee.

RUSSELL McVEAGH

DEED dated

13 October

2008

PARTIES

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED ("Covenantee")

CLIFFORD LEONARD DAVIS AND CHERRY ANNE DAVIS ("Covenantor")

INTRODUCTION

- A. The Covenantor is registered as proprietor of the land described as Lot 1 DP 203567 contained in certificate of title 132A/778 (North Auckland Registry), to which this Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered as the proprietor of adjacent land described as Lot 1 DP 105061, Lot 1 DP 60065, Part Lot 79 Parish of Hunua, Part Lot 38 Parish of Hunua, Lot 2 DP 55769, Lot 2 DP 115598, Lot 1 DP 120541, ~~Lot 1 DP 109558~~, Lot 345 Parish of Hunua and Lot 5 DP 152736 (North Auckland Registry) ("**Winstone Land**"). Titles = 570/1355, 180/1181, 576/104, 576/105, 575/139, 8A/243, 994/513, 690/366, ~~124/259~~, 28A/1311 & 91A/948.
- C. The Covenantee carries out various aggregate extraction, processing, importing of materials, distribution, disposal of overburden, rehabilitation activities and other ancillary and incidental activities ("**Quarry Activities**") on the Winstone Land which result in, or are likely to result in, effects including, but not limited to, noise, vibration, wind borne distribution of aggregate particles, dust, effects of transportation (including noise and vibration) on roadways and accessways, effects of dewatering processes, and the usual incidences associated with Quarry Activities ("**Quarry Effects**") which may have consequences beyond the boundaries of the Winstone Land.
- D. The Covenantor has agreed with the Covenantee to accept for itself and its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land a requirement to comply with the terms of this Covenant.

COVENANTS

The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land for the benefit of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.

The Covenantor covenants with and for the benefit of the Covenantee that the Covenantor will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 1 provided always that any party shall as regards this Covenant be liable only in respect of breaches of this Covenant which shall occur while it shall be the registered proprietor of the Covenant Land or any part thereof.

SIGNATURES

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED by:

Signature of director

Name of director

[Handwritten signature]
Mark James King

Signature of director

Name of director

[Handwritten signature]
William J. Reed

SIGNED by CLIFFORD LEONARD DAVIS in the presence of:

Signature of witness

Occupation

City/town of residence

[Handwritten signature]
Sales Consultant
Karaka

Clifford Leonard Davis

[Handwritten signature]

SIGNED by CHERRY ANNE DAVIS in the presence of:

Signature of witness

Occupation

City/town of residence

[Handwritten signature]
Sales Consultant
Karaka

Cherry Anne Davis

[Handwritten signature]

SCHEDULE 1**Covenants**

1. The Covenantor covenants that it is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users coming to use or having an interest in the Covenant Land or any part thereof, of:
 - (a) the location of the proposed dwelling, which is in immediate proximity to the Winstone Land where Quarry Activities occur; and
 - (b) the usual incidences of Quarry Activities, which result in, or are likely to result in, environmental effects including (but without limitation) noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, effects of dewatering processes, and the effects of explosion (including ground vibration and airblast) which may have consequences beyond the Winstone Land.
2. Without limiting clause 1, the Covenantor further covenants to include in any lease, licence or any other written document relating to the use or occupation of the Covenant Land, a covenant with the Covenantor on the same terms as set out in this Schedule 1, for the benefit of both the Covenantor and Covenantee, and to require compliance with such obligations.
3. The Covenantor covenants that it shall not object or take any legal or other action in respect of any Quarry Effects generated by any Quarry Activities including but not limited to noise, vibration, wind borne distribution of aggregate particles, dust and effects of transportation of materials (including noise and vibration) on access ways and roadways, and the effects of explosion (including ground vibration and airblast) provided that the Quarry Effects are within the levels:
 - (a) authorised by existing use rights;
 - (b) authorised by resource consents; or
 - (c) permitted by the District or Regional Plans.
4. Without limiting clause 3, the Covenantor further covenants that it shall not:

- (a) make or lodge; nor
- (b) be party to, procure, assist or support

any submission, application or proceeding (under the Resource Management Act 1991 or otherwise) with the Papakura District Council ("PDC") or the Auckland Regional Council ("ARC") or any other territorial or other authority having jurisdiction, designed or intended to or having the effect of limiting the Covenantee's conducting of Quarry Activities from the Winstone Land or in opposition to any resource application made by Winstone in relation to Quarry Activities on the Winstone Land.

5. The Covenantor covenants that it will indemnify and keep indemnified Winstone against all losses, damages, costs and expenses for which Winstone shall or may suffer, incur, or become liable for arising out of any complaint made about Winstone's conducting of Quarry Activities from the Winstone Land or application for resource consent in relation to Quarry Activities on the Winstone Land in breach of clauses 3 or 4 above.
6. The Covenantor covenants to provide written approval, if requested by Winstone, for any application for resource consent made by Winstone in relation to Quarry Activities on the Winstone Land.
7. The Covenantor covenants that the proposed dwelling shall be designed to achieve internal noise levels that shall not exceed 35 dBA L_{eq} over a 24 hour period in bedrooms and 40 dBA L_{eq} over a 24 hour period in other habitable rooms, based on an external noise level of 55dBA L_{10} during the hours of 6:00am to 9:00pm and 45dBA L_{10} during the hours of 9:00pm to 6:00am.
8. The criteria set out above in clause 7, shall be met at the same time as the ventilation provisions of the clause G4 of the New Zealand Building Code.
9. A certificate from a suitably qualified and experienced acoustical consultant shall be provided to Winstone prior to any application for building consent demonstrating that the building design will achieve the criteria set out in clauses 7 and 8.
10. The Covenantor covenants that the proposed dwelling will be constructed in accordance with the design criteria set out in clauses 7 and 8 and the certificate set out in clause 9.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Mortgage

Page **1** of **1** pages

Consentor
Surname must be underlined or in CAPITALS

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

ANZ NATIONAL BANK LIMITED (formerly ANZ Banking Group (New Zealand) Limited)

Mortgagee under mortgage no. D660291.3

Consent

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

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

[section of the Act]

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

the Consentor hereby consents to:
the registration of the attached deed of covenant dated 13 October 2008 over certificate of title 132A/778 (North Auckland Registry).

It is certified that on 26 June 2004 ANZ Banking Group (New Zealand) Limited was amalgamated with the National Bank of New Zealand Limited to become ANZ National Bank Limited and that this mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.

Dated this 7th day of May 2009

Attestation

<p>ANZ National Bank Limited By its Attorney</p> <p>Michael John Kemp</p>	<p>Signed in my presence by the Consentor</p> <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Yi-Ling Hsu</p> <p>Occupation Bank Officer</p> <p>Address Auckland</p>
<p>Signature of Consentor</p>	

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

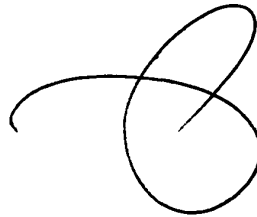
**CERTIFICATE OF NON-REVOCATION OF POWER OF
ATTORNEY**

I, Michael John Kemp of **Auckland**, New Zealand, **Team Leader,**
Lending Services Centre of ANZ National Bank Limited, certify –

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.

2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland this day of 8 May 2009.



Land Information New Zealand, Dealing Numbers:

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

Landonline User ID: russellman
 LODGING FIRM: RUSSELL MCEVEAGH
 Address: PO BOX 8
 AUCKLAND

Uploading Box Number: JW8
 ASSOCIATED FIRM: JW8
 Client Code / Ref: 1538245

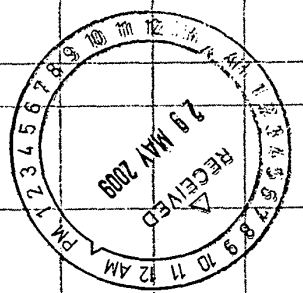
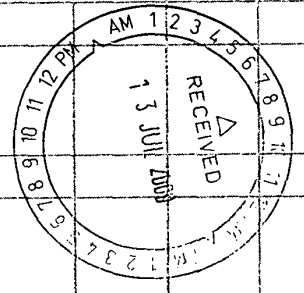
HEREWITH:
 Survey Plan
 Title Plan of
 Traverse Sites
 Field Notes
 Calc Sheets (#)
 Survey Report

Plan Number Pre-Allocated or to be Deposited
 Other (state): NA

Rejected Dealing Number: 8181077.1
 DocID: 512044622

COV 8223869.1 Covenan
 Copy - 02/03, Pgs - 009, 13/07/09, 12:08
Copies
 (inc. original)

Priority Class	CT Ref	Type of Instrument	Names of Parties	GOVERNMENT OR SURVEY FEES	MULTITITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	SEE SCHEDULE	COV	DAVIS/ELETCHER CONCRETE	60.00						31	\$60.00
2											
3											
4											
5											
6											



Fees, Receipt and Tax Invoice
 GST Register Number 17-022-895
 LINZ Form P005
 LINZ Form P005 - PDF

Annotations: LINZ USE ONLY
 Original Signatures? _____
 Subtotal (for this page) ~~\$60.00~~
 Total for this dealing ~~\$60.00~~
 Less Fees paid on Dealing # 8181077.1 ~~31~~
 Debit my Account for ~~\$60.00~~

* Schedule.

- A. The Covenantor is registered as proprietor of the land described contained in certificate of title 132A/778 (North Auckland F Covenant applies ("**Covenant Land**").
- B. The Covenantee is registered as the proprietor of adjacent land 105061, Lot 1 DP 60065, Part Lot 79 Parish of Hunua, Part Lot 2 DP 55769, Lot 2 DP 115598, Lot 1 DP 120541, Lot 1 DP 1C Hunua and Lot 5 DP 152736 (North Auckland Registry) ("**Winstone** 570/1355, 180/1181, 576/104, 576/105, 575/139, 690/366, ~~671/139~~, 28A/1311 + 91A/948).
- C. The Covenantee carries out various aggregate extraction, processing materials, distribution, disposal of overburden, rehabilitation activities and incidental activities ("**Quarry Activities**") on the Winstone Land. The effects of these activities are likely to result in, effects including, but not limited to, noise, dust, effects of transportation (vibration) on roadways and accessways, effects of dewatering and other incidences associated with Quarry Activities ("**Quarry Effects**") beyond the boundaries of the Winstone Land.
- D. The Covenantor has agreed with the Covenantee to accept for the benefit of the Covenantee, its assigns, lessees, licensees or occupiers of any part of the land the requirement to comply with the terms of this Covenant.

COVENANTS

The Covenantor for itself, its successors in title, assigns, lessees, licensees or occupiers of any part of the Covenant Land hereby encumbers the Covenant Land with the following covenants in favour of the Covenantee. This Covenant shall forever endure for the benefit of the Covenantee.



D470767.6TE

RUSSELL McVEAGH

25 January 2000

By hand

PARTNERS

JOHN KING
JOHN LUSK
GERARD CURRY
SUEY CHAPMAN
PAUL OLDFIELD
CAMERON FLEMING
PATRICK BOWLER
DEREK NOLAN
JEFF MORRISON
DEREK JOHNSTON
LAURIE MAYNE
ANDREW HARMOS
JOHN COLLINGS
FRED THORP
STEPHEN KOS
GREG THOMPSON
ALAN A COURT
FRIDENCE FLACKS
CHRISTOPHER BROWNE
GEOFFREY HARLEY
MATTHEW DUNNING
LANCE HEENAN
RICHARD MEHRTEHS
DAVE WETHERELL
PHILIP SKELTON
PAUL MAJUREY
JUSTIN SMITH
PAUL DAVID
PRAVIR TESIARAM
MARK GAVIN
SIMON HORNER
GRAEME DUGLEY
MICHAEL CROON
ALAN PATERSON
GARTH SINCLAIR
FREDERICK WARD
RICHARD McLEATH
GRANT WILSON
CHERYL GWYN
MICHAEL HOLM
MARY PETERS
BRUCE MCCLINTOCK
GRANT KEMBLE
NICHOLAS WELLS

CONSULTANTS

GEOFFREY RICKETTS
MICHAEL BENNETT
MARTIN DAWSON

District Land Registrar
North Auckland Land Registry
AUCKLAND

For: Karuna

DEALING D.470767

We enclose notice of production 94/915 in respect of certificates of title 118D/1181 and 576/104, which are required to complete registration of the land covenant in favour of Winstone Aggregates Limited included in the above dealing.

We also enclose a letter of authority from Short & Co solicitors lodging the dealing, authorising us to act on their behalf in this respect.

Please contact the writer if you have any queries.

Yours faithfully
RUSSELL McVEAGH


Samantha Gain
Senior solicitor

Direct phone: 367 8116
Direct fax: 367 8459
Email: samantha.gain@russellmcveagh.com

SHORT & CO

BARRISTERS SOLICITORS NOTARIES

214 GREAT SOUTH ROAD
TAKANINI
NEW ZEALAND

P O BOX 153, PAPAURA
DX EP76513, PAPAURA
TELEPHONE: (09) 298 9460
FAX: (09) 298 0476

PARTNERS
DAVID C R SHORT LLB Notary Public
JOHN MACDONALD LLB(BONS) LL.M
TIMOTHY J BURCHELL LLB
JOHN GRAY LLB M Com Law (HONS)

21 January 2000

Russell McVeagh McKenzie Bartleet & Co.
Solicitors,
DX CX 10085
AUCKLAND

FAX 367 8459

ATTENTION: SAMANTHA GAIN

WINTONE AGGREGATES LIMITED - DE BAUGH

We refer to our telephone conversations this morning and hereby authorise you to lodge as part of our dealing the production slips for the additional titles required to enable registration of the Easement Transfer.

We confirm that Karuna at Linz is handling the matter and the abstract number is D470767.

Yours faithfully
SHORT & CO


MARIE OFFEN

TRANSFER
Land Transfer Act 1952



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No. All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

126C	763	All	(together "servient tenement")
126C	764	All	

Transferor Surnames must be underlined or in CAPITALS

BRUCE GORDON de BAUGH and MARLENE JOY de BAUGH

Transferee Surnames must be underlined or in CAPITALS

WINSTONE AGGREGATES LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Easement to carry on quarrying activities to be forever appurtenant to the Transferee's land being all the land in certificates of title 18D/1181, 576/104 (limited as to parcels), 8A/243, 575/139, 57D/1355 and 99C/513 ("dominant tenement") (continued on Annexure Schedule) * 576/105 and 28A/1311

Consideration

\$1.00

Operative Clause

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

Dated this 7th day of December 29

Attestation

	Signed in my presence by the Transferor
B G de Baugh	Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
M J de Baugh	Witness name Marie A. Offen
Signature, or common seal of Transferor	Occupation Legal Executive
	Address Takanini

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

Annexure Schedule



TRANSFER

Dated []

Page 1 of 2 Pages

ESTATE OR INTEREST OR EASEMENT TO BE CREATED (CONTINUED)

The Transferor transfers and grants to the Transferee, an easement for all time being the full, free, uninterrupted and unrestricted right, liberty and licence from time to time and at all times to carry on all quarrying activities on the dominant tenement in a manner authorised under the Resource Management Act 1991 and which may have adverse effects on the servient tenement, including (but without limitation):

- (a) the emission of noise, vibrations, earth movement and dust over the servient tenement and effects of explosion on the servient tenement; and
- (b) allowing such emissions to escape, pass over or settle on and vibrations and effects of explosions to pass through the servient tenement.

COVENANTS, TERMS AND CONDITIONS

The Transferor and the Transferee acknowledge and confirm that:

1. The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952 shall not apply to this easement.
2. Any dispute which may arise between the parties out of or in connection with this easement ("Dispute") shall be referred to and resolved by arbitration by a sole arbitrator under the Arbitration Act 1996. The arbitral proceedings shall commence on the date that a written request for the Dispute to be referred to arbitration as received by the respondent. The arbitrator shall be appointed by the parties to the initial Dispute failing agreement within 10 working days, after the date of receipt of the written request the arbitrator shall be appointed at the request of a party by the president or vice president for the time being of the New Zealand Law Society or the Nominee of such president or vice president. The place of the arbitration shall be Auckland, New Zealand. The substantive law of New Zealand shall apply to the arbitration. No arbitral proceedings are to be commenced in respect of any Dispute unless the written request for the Dispute to be referred to arbitration is receiving by the respondent within three months of the time when the matter or matters giving rise to the Dispute first came to the attention of the parties seeking to commence the arbitral proceedings.
3. Clauses 3 and 6 of the Second Schedule of the Arbitration Act 1996 shall apply to any arbitral proceedings under this easement. All other clauses in the Second Schedule shall not apply.
4. This grant and the covenants and conditions herein set forth shall be binding upon the executors, administrators, successors in title and assigns of the Transferor.
5. The Transferee may grant any licence or right in respect of any estate or interest conferred by this easement and may assign any such estate or interest.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signatures and initials]

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page 2 of 2 Pages

WINSTONE AGGREGATES LIMITED

by:

JOHN LEONARD PATERSON

Name of director

[Signature]

Signature of director

CHRISTOPHER BRIAN SCULLIN

Name of director

[Signature]

Signature of director

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Registrar-General
of Land under No. 1995/1004EF



TRANSFER

Land Transfer Act 1952

LINZ COPY

PRODUCED
ENTERED

3.10.19 JAN 00

REGISTRY OF LAND
NORTH AUCKLAND
PARTICULARS ENTERED IN REGISTER
for REGISTERED LAND
24.1.2000 at 9:00
D 470767-6F

*all actions over domain
land / service land papers
for effect*

Law Firm Acting
Russell McVeagh McKenzie Bartleet & Co PO Box 8 Auckland 51-53 Shortland Street Auckland

Auckland District Law Society
REF 4135 /4

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



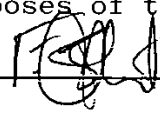
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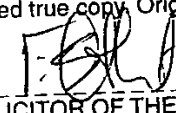
WINSTONE AGGREGATES, a division of FLETCHER CONCRETE
AND INFRASTRUCTURE LIMITED

PAPAKURA DISTRICT COUNCIL

MEMORANDUM OF ENCUMBRANCE

Certified correct for the purposes of the Land
Transfer Act 1952


Certified true copy Original Sighted


A SOLICITOR OF THE HIGH COURT
OF NEW ZEALAND

RICE CRAIG
SOLICITORS

(FG HERBERT)
PO BOX 72-440
PAPAKURA
PH: (09) 299-6900

MEMORANDUM OF ENCUMBRANCE

PARTIES

WINSTONE AGGREGATE, a division of FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED ("Encumbrancer")

PAPAKURA DISTRICT COUNCIL ("Encumbrancee")

INTRODUCTION

- A. The Encumbrancer is the registered proprietor of land more particularly described in Schedule 1 ("Quarry Land").
- B. The Encumbrancer uses the land, or intends to use the land, for quarrying purposes.
- C. The Encumbrancee has included in its District Plan, an area surrounding the Quarry Land known as the "Aggregate Resource Protection Area" ("ARPA"), which is intended to signify the boundary of the buffer zone between the Quarry Land and surrounding land.
- D. If any owner of land within the APRA wishes to construct a dwelling or certain other noise or vibration sensitive buildings or to undertake certain noise or vibration sensitive activities on the land, then they must apply to the Encumbrancee for consent ("Application").
- E. A protocol has been agreed between the Encumbrancee and Encumbrancer to assist the processing of Applications. The Encumbrancee and Encumbrancer have agreed to apply the protocol, in the current form or as amended from time to time.
- F. This encumbrance records the existence of the protocol and the intent of the Encumbrancee and Encumbrancer to continue to apply a protocol for these purposes.

COVENANTS

- 1. The Encumbrancer hereby encumbers the Quarry Land for the benefit of the Encumbrancee for a term of 999 years commencing on the date of this encumbrance with an annual rent charge of \$1 payable in one sum upon demand by the Encumbrancee and thereafter on the anniversary of the date of such demand in the event of a breach of any of the covenants contained in Clause 2 of this encumbrance by the Encumbrancer.
- 2. The Encumbrancer covenants with and for the benefit of the Encumbrancee that the Encumbrancer shall observe and perform all the stipulations and restrictions contained in Schedule 2, or as amended by agreement between the Encumbrancer and Encumbrancee from time to time.
- 3. With the exception of section 104 of the Property Law Act 1952 and section 154 of the Land Transfer Act 1952, none of the rights, powers, remedies and implied covenants provided pursuant to the Land Transfer Act 1952 and the Property Law Act 1952 shall apply to his encumbrance.

4. The Encumbrancer shall be entitled to a release of this encumbrance where:
- (a) the Encumbrancer is able to demonstrate to the Encumbrancee, upon reasonable grounds, that the obligations secured by this encumbrance have become obsolete; and
 - (b) in such circumstances the Encumbrancee shall provide the Encumbrancer with a full release of this encumbrance.

SIGNED AS A DEED

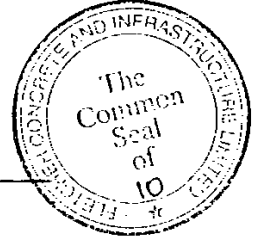
FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED by:

Signature of director

Willem Jon Roest
Name of director

Signature of director

Mark James Binns
Name of director



PAPAKURA DISTRICT COUNCIL by:

Signature of director

David Buisi
Name of director

MM

Signature of director
CEO

THOMAS M'LEAN
Name of director

SCHEDULE 1

Legal description of Quarry Land

1. 52.3056 ha, Lot 1 DP60065, contained in certificate of title 18D/1181 ✓
2. 101.2283 ha, part allotment 79 parish of hunua, contained in certificate of title 576/104 ✓
(limited as to parcels)
3. 12.5907 ha, LOT 2 DP55769, contained in certificate of title 8A/243 ✓
4. 43.5037 ha, allot 38 parish of hunua, contained in certificate of title 575/139 ✓
5. 23.5247 ha, lot 1 DP105061, contained in certificate of title 57D/1355 ✓
6. 17.9700 ha, lot 2 DP115598, contained in certificate of title 99C/513 ✓

(all North Auckland Registry)

SCHEDULE 2

Covenants

The Encumbrancee covenants for the term of this encumbrance that the Encumbrancer and its successors in title shall comply with the obligations of Winstone Aggregates as set out in the protocol hereunder between the Encumbrancee and Encumbrancer from time to time or as varied by agreement.

Protocol

1. This protocol between **Winstone Aggregates a division of Fletcher Concrete and Infrastructure Limited** and **Papakura District Council** provides a procedure to process resource consent applications for subdivision or land use within the ARPA around the Hunua / Symonds Hill Quarry zone.
2. The Protocol is intended:
 - (a) to protect the aggregate resource so that it can be efficiently used and developed, in recognition of its significance to the region;
 - (b) to minimise possible future conflict between activities on neighbouring land and quarry operations;
 - (c) to minimise cost and delay to proposed activities on land within the ARPA by early identification of whether any potential conflicts arise and how they might be addressed, and by avoiding public notification where such notification would otherwise be unnecessary; and
 - (d) where agreement cannot be reached, to use the procedures of the RMA to resolve any conflicts in land use.

Definitions

- "ARPA" means the Aggregate Resource Protection Area more particularly delineated in the Papakura District Council's operative district plan.
- "ARPA Values" means the efficient use and development of the aggregate resource within the Hunua/Symonds Hill Quarry Zone in accordance with the provisions of the operative district plan and good quarry practice.
- "Neighbour" means any owner or occupier of land within the ARPA who wishes to subdivide land or commence an activity within the ARPA requiring a resource consent.
- 'PDC' means Papakura District Council
- "RMA" means the Resource Management Act 1991 or any enactment and substitution thereof.
- 'Winstone' means Winstone Aggregates a division of Fletcher Concrete and Infrastructure Limited, where Winstone is the operator of the Hunua/Symonds Hill Quarry and Fletcher Concrete and Infrastructure Limited is the owner of the land within the Hunua/ Symonds Hill Quarry Zone.

Initial Advice

3. Where PDC receives an initial inquiry about a proposed new activity in the ARPA, PDC will:
 - (a) advise the Neighbour to contact and discuss the proposed activity with Winstone; and
 - (b) supply the Neighbour with a copy of this protocol and associated flow chart and information sheet.
4. Where an application for resource consent within the ARPA is lodged by a Neighbour and where the application material does not include information from Winstone on the activity's potential effects on ARPA Values, and (where appropriate) the way in which such effects might be avoided, remedied or mitigated, PDC will immediately forward a copy of the application to Winstone and request the applicant under section 92(2) of the RMA to provide further information on the potential impact of the application on ARPA Values.

Initial Assessment

5. Upon receiving advice of a proposed subdivision or new activity or of an application, Winstone will at its own cost make an immediate initial assessment as to whether the application/proposal would have adverse effects on ARPA Values.
6. If Winstone is satisfied that there would be no adverse effects of concern to it, it will advise the Neighbour and PDC that it has no concerns about impacts on ARPA Values and what factors Winstone considered were material in reaching that conclusion.
7. If subsequent to Winstone's advice that it has no concerns about the proposal, there is any alteration to the proposal from that originally notified to Winstone affecting factors that were material to its initial assessment, PDC will seek information from Winstone on any likely effects on ARPA Values.

Detailed Assessment

8. If, from its initial assessment, and subject to clause 9 below, Winstone considers there may be potential adverse effects by the proposal on ARPA Values, Winstone will at its own cost carry out a more detailed site-specific assessment of the potential constraints and effects of the proposal on Winstone's intended or actual quarry operations. Such an assessment will be undertaken by Winstone as promptly as is reasonably possible, recognising that there may be technical issues, the need to involve independent experts and the like.
9. Winstone need not undertake the more detailed assessment referred to in clause 8 above if the assessment is likely to involve significant cost and if PDC advises Winstone there are other issues unrelated to potential effects on ARPA Values requiring more information and it would be appropriate to wait until those matters are first sufficiently resolved.
10. If Winstone requires further information from the Neighbour to make its more detailed assessment, it will seek PDC's assistance. If appropriate, PDC will require such further information from the Neighbour (under Section 92(1)) and will supply that information to Winstone.
11. If Winstone concludes from its more detailed assessment that there are unlikely to be adverse effects on ARPA Values of concern to it, Winstone will forthwith advise the Neighbour and PDC accordingly and state what factors Winstone considered were material in reaching that conclusion.

12. If, subsequent to Winstone's advice that it has no concerns, there is any alteration to the proposal from that originally notified to Winstone affecting the factors that were material to its more detailed assessment, PDC will seek information from Winstone on any likely effects on ARPA Values.
13. Winstone will use its best endeavours to carry out the initial and any more detailed assessments as described above, in a timely fashion and in co-operation with applicants and PDC, so as to enable PDC to make any determinations it is responsible for under section 92 (further information) and sections 93 and 94 (public notification or non-notification), and to assist PDC with any pre-hearing reports it may wish to prepare under section 42A.

Agreement on Mitigation / Avoidance of Impacts

14. If Winstone's more detailed assessment identifies potential adverse effects on ARPA Values of concern to it, Winstone will negotiate with the Neighbour to try and resolve those concerns by agreement. Resolution could include re-siting or realignment of the proposed activity or development, provision of bunding or other protections to shield the Neighbour's activity or development from quarry operations, or design changes to the development or the placement of covenants on titles, which may then be incorporated into the proposal.
15. If a resolution can be reached by agreement, Winstone and the Neighbour will record their agreement in writing and Winstone will advise PDC that it has no remaining concerns about any adverse effects on ARPA Values.

Procedure if no agreement

16. If, after discussion, the Neighbour and Winstone cannot reach agreement on appropriate measures to avoid or mitigate adverse effects of a proposal on ARPA Values, Winstone will advise PDC of that.
17. PDC will consider any advice received from Winstone under clauses 15 and 16 above when making any decision under sections 93 and 94 on whether or not the application should be publicly notified. Winstone and PDC recognise that there may be other factors which warrant public notification in any event and that even if there are no other factors, PDC shall not be bound to require public notification solely because of the advice received from Winstone, as PDC must make its own determination on such an issue.
18. In the event that any application is publicly notified and Winstone has concerns over potential adverse effects on ARPA Values, Winstone reserves the right to lodge a submission and to bring its concerns to the attention of PDC in the normal way.

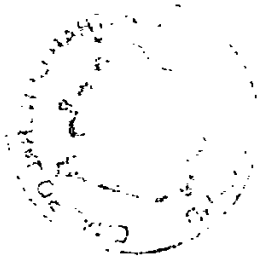
Amendments to Protocol

19. If as a result of actual experience with the processing of resource consent applications or other reasons PDC or Winstone consider it would be desirable to alter the terms of this Protocol to better give effect to its intended purpose, both parties agree that they will work together in good faith to endeavour to reach agreement on appropriate amendments.

Duration of Protocol

20. This protocol and any subsequently agreed amendments shall remain in force for so long as the district plan provisions applying to the Hunua/Symonds Hill Quarry and to the land within the ARPA are in the form contained in the operative district plan applying as at 1 April 2001 which shall be deemed to incorporate any provisions made by consent order of the Environment Court on the determination of references 162/95

*Winstone Aggregates Limited v Papakura District Council and RMA 174/95 Auckland
Regional Council v Papakura District Council.*



LINCOLN

340 21 FEB 02 D 683074

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND



CGT
=



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




R. W. Muir
Registrar-General
of Land

Identifier NA57D/1355
Land Registration District North Auckland
Date Issued 12 February 1985

Prior References
NA30A/1380

Estate Fee Simple
Area 23.5247 hectares more or less
Legal Description Lot 1 Deposited Plan 105061

Registered Owners
Fletcher Concrete and Infrastructure Limited

Interests

Appurtenant hereto is a quarry emissions right created by Transfer D470767.6 - produced 19.1.2000 at 3.10 and entered 24.1.2000 at 9.00 am

The easements created by Transfer D470767.6 are subject to Section 243 (a) Resource Management Act 1991

D683074.1 Encumbrance to Papakura District Council - 21.2.2002 at 3.40 pm

8223869.1 Land Covenant - 14.7.2009 at 9:00 am

Land Covenant in Covenant Instrument 12112652.16 - 29.6.2021 at 12:12 pm

12962925.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 13.3.2024 at 4:13 pm

PURSUANT TO A RESOLUTION OF THE FRANKLIN COUNTY COUNCIL PASSED ON THE 22ND DAY OF OCTOBER, 1984 APPROVING PURSUANT TO SECTION 305 OF THE LOCAL GOVERNMENT ACT 1974 THIS SURVEY PLAN AND CERTIFYING THAT THE SURVEY PLAN WAS IN ACCORDANCE WITH THE REQUIREMENTS AND PROVISIONS OF THE OPERATING DISTRICT SCHEME IN FORCE FOR THE AREA TO WHICH THE SURVEY PLAN RELATES AT THE DATE OF APPROVAL OF THE SURVEY PLAN BY THE CHAIRMAN OF THE FRANKLIN COUNTY COUNCIL WHO IS APPOINTED HERETO IN THE PRESENCE OF:-

John Deane CHAIRMAN
John Deane COUNTY MANAGER



REGISTERED OWNER - *John Deane* - H. PECH

NEW C.S.T. ALLOCATED - LOT 1 - 57D/1355
 Total Area 46.4222 ha.
 Comprised in CT 304/1980 (Bal.)

1. DOUGLAS GRANT OLDFIELD - of WAUKUKU - Registered Surveyor and holder of an annual practicing certificate hereby certify that this plan has been made from surveys executed by me or under my direction, that both plan and survey are correct in accordance with the provisions of the regulations under the Surveyors Act 1985.

Dated at Auckland this 5TH day of November, 1984. Signature *D. Oldfield*

Field Book T574 p 997-100 Traverse Book 7012 p 70-75 Reference Plans

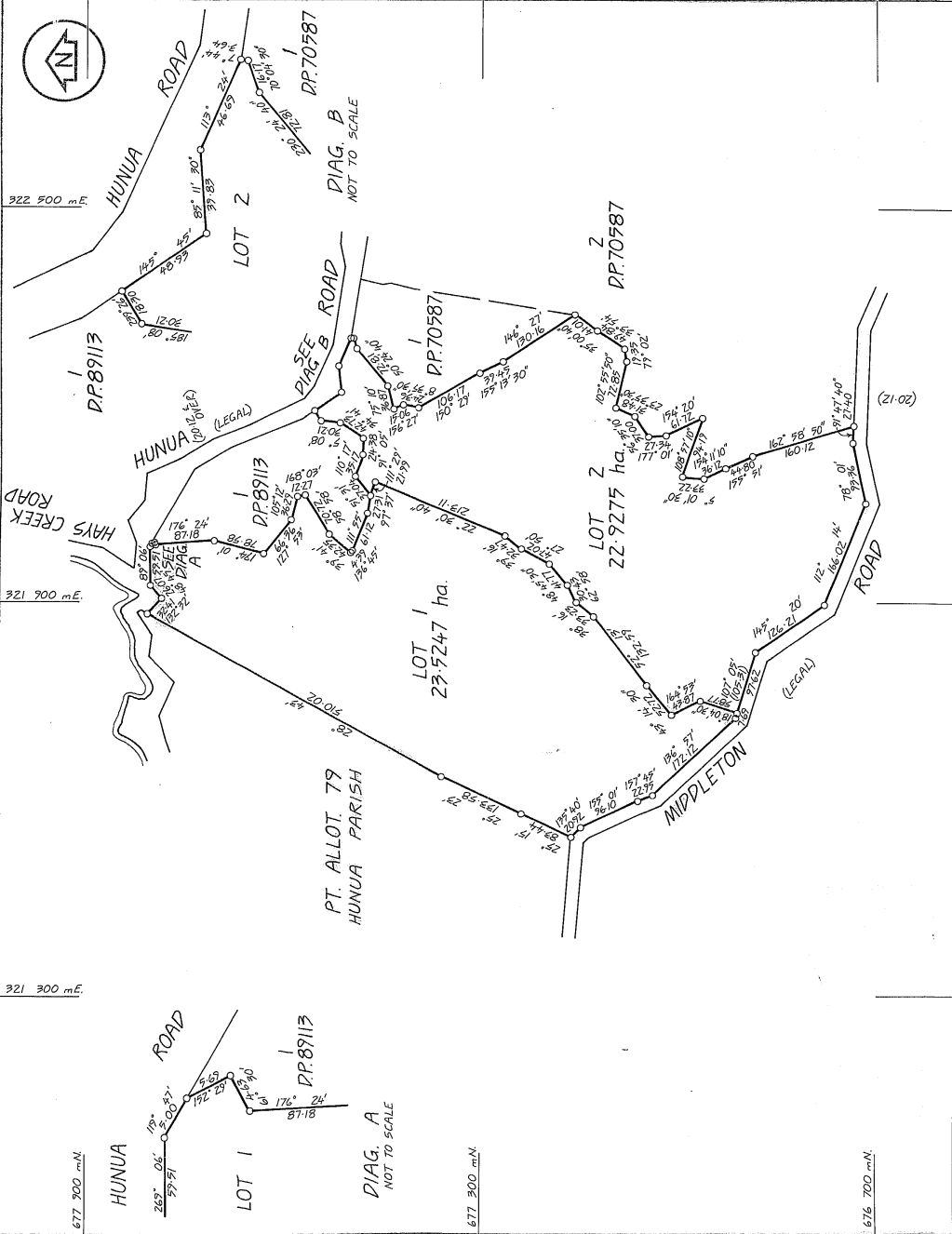
Examined *[Signature]* - Correct

Approved as to Survey

25/1/1985
[Signature] Surveyor

Deposited this 12TH day of February 1985
[Signature] Asst. District Registrar

File No. 2820
 Plan No. 1355
 Instructions DP 105061



LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK & DIST. 1 OPAHEKE
 NZMS SHEET NO. 588 1

TERMINAL AUTHORITY FRANKLIN COUNTY
 Surveyed by BIRCH, MADSEN & PTMRS.
 Scale 1:4000 Date OCT. 1984

LOTS 1 & 2 BEING SUBDIVISION OF
 PT. LOT 1 DP 30502

