RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Guaranteed Search Copy issued under Section 60 of the Land Transfer Act 2017

R.W. Muir
Registrar-General
of Land

Identifier **NA90A/610**

Land Registration District **North Auckland**

Date Issued 08 June 1992

Prior References

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

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

Registered Owners

University of Auckland

Interests

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

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

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

Subject to Section 11 of the Crown Minerals Act 1991

Subject to Part IV A of the Conservation Act 1987

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

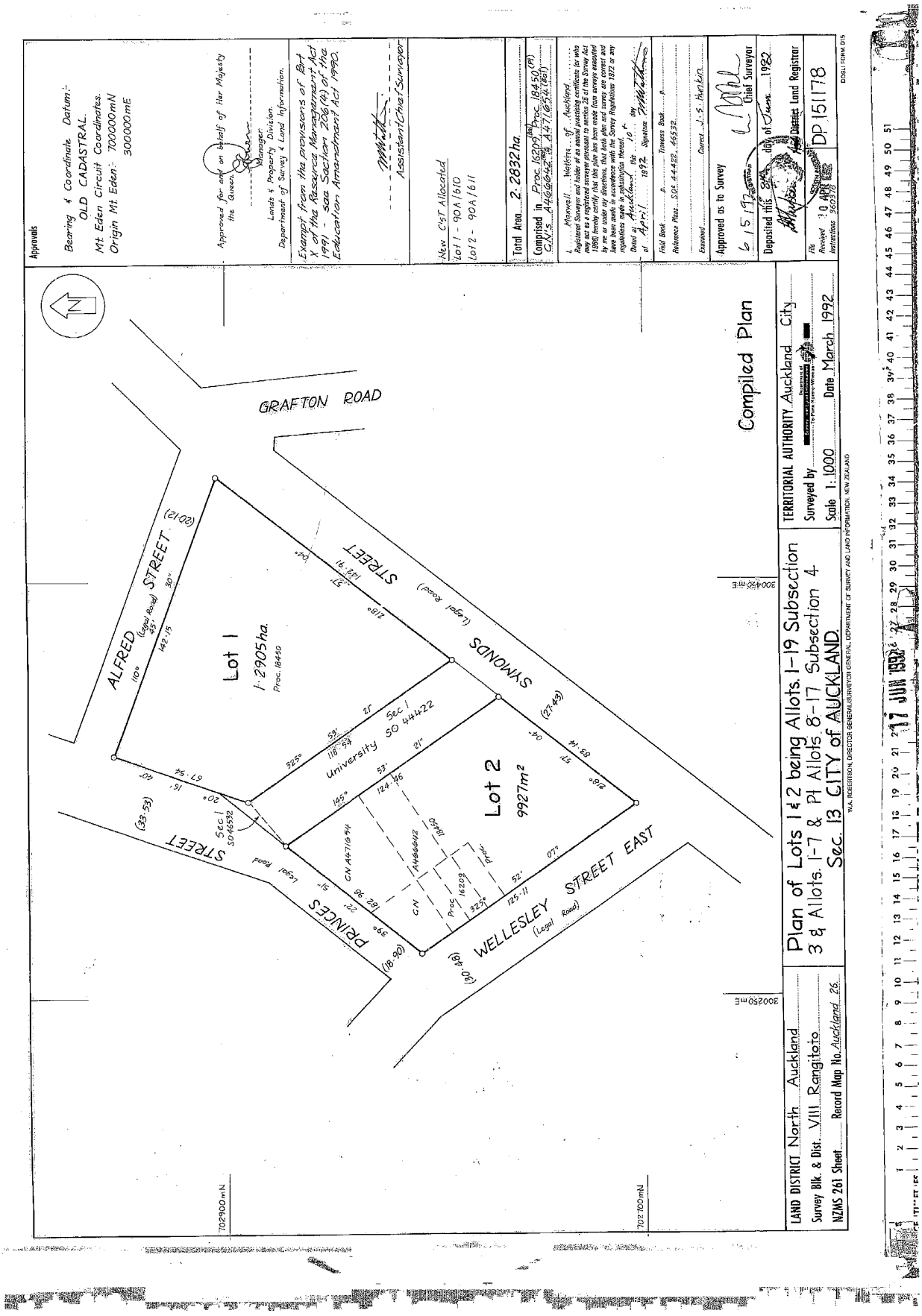
11625557.1 Encumbrance to Her Majesty the Queen - 2.12.2019 at 7:00 am

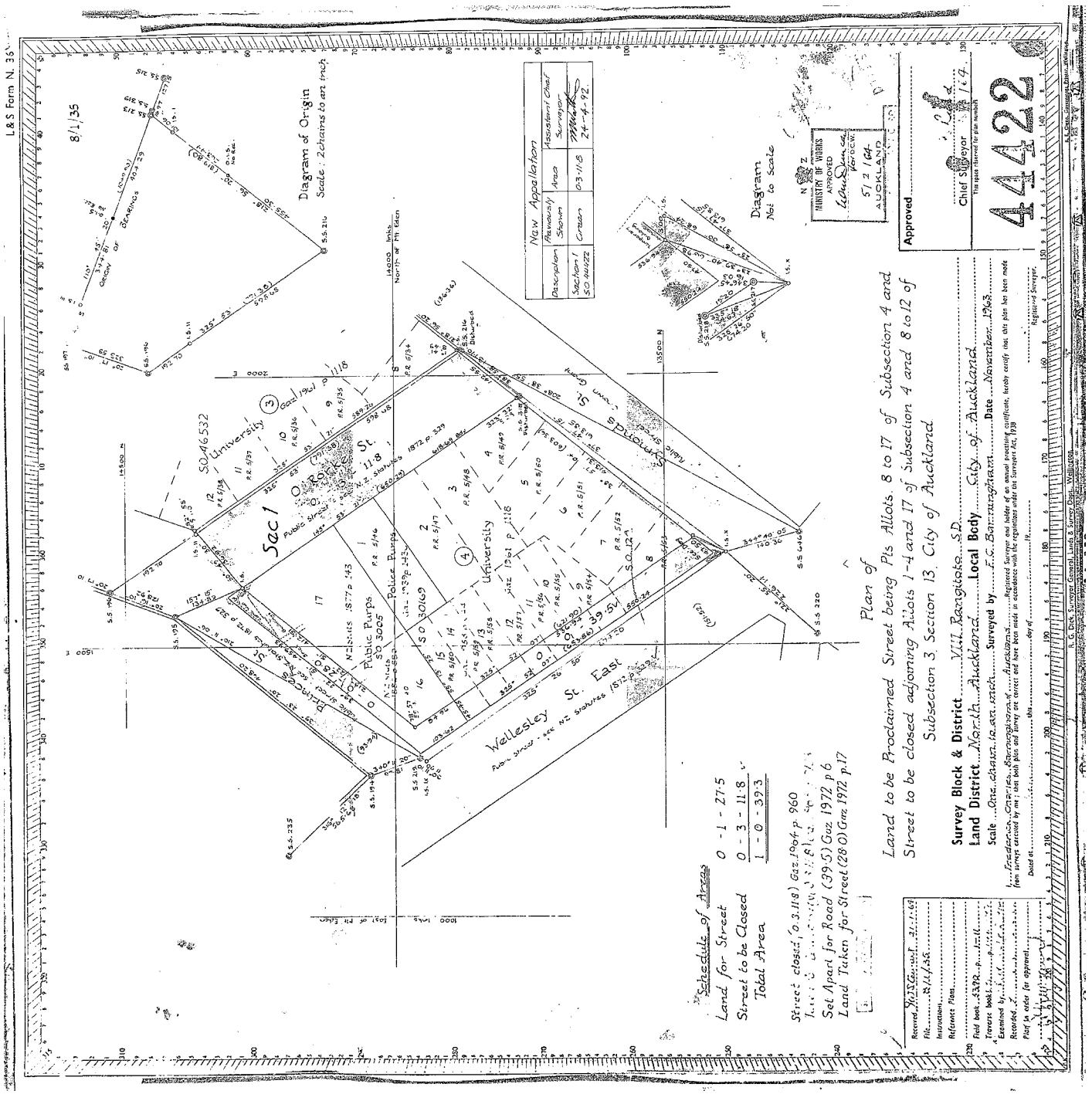
Subject to a right (in gross) to convey electricity over Lot 2 DP 151178 marked A, B and C on DP 506327 in favour of Vector Limited created by Easement Instrument 11652901.1 - 23.4.2020 at 10:39 am

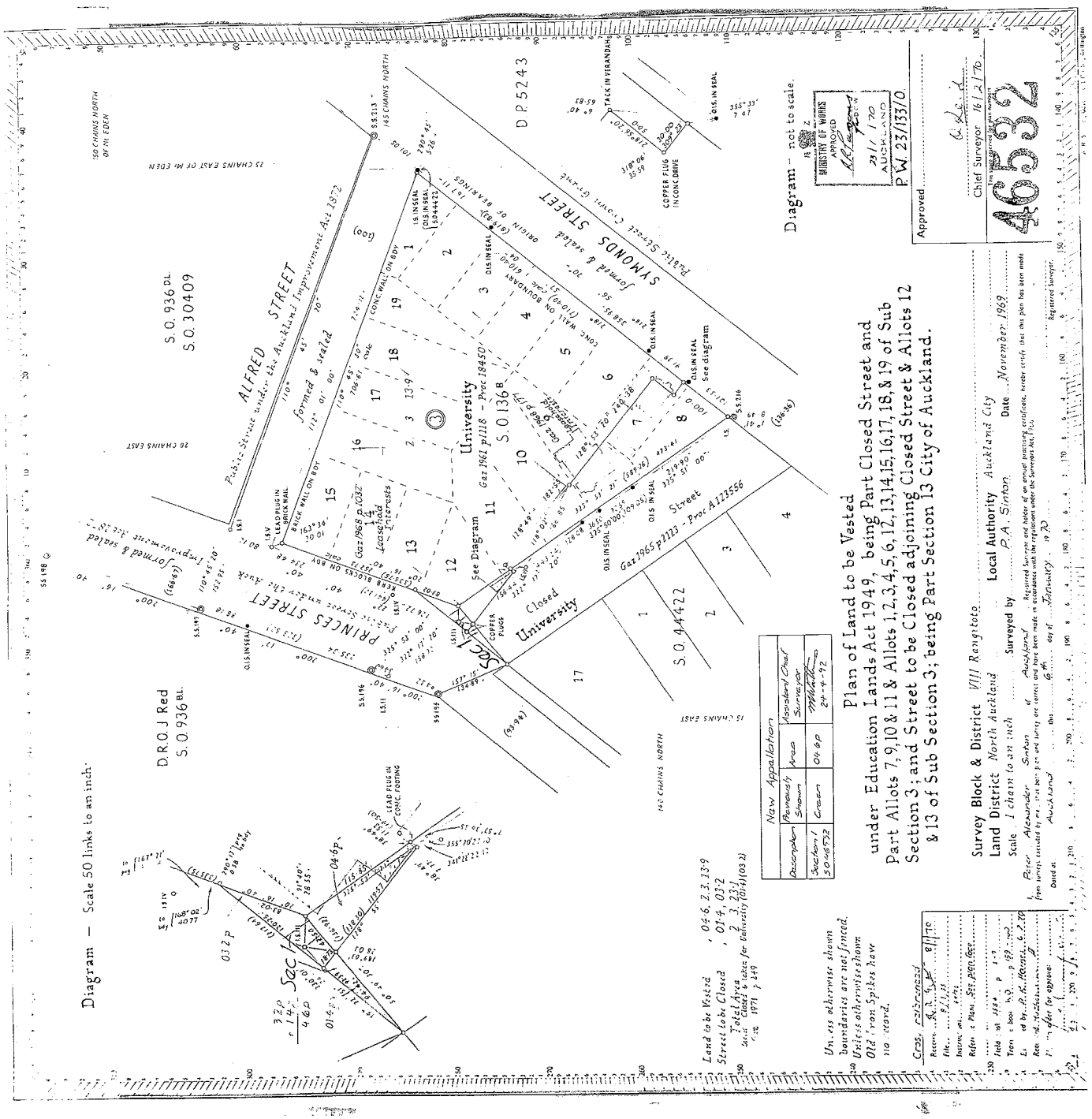
Subject to a right (in gross) to convey electricity over part Section 1 SO 46532 marked A, Lot 1 DP 151178 marked B and Section 1 SO 44422 marked C all on DP 547256 in favour of Vector Limited created by Easement Instrument 11859461.1 - 30.7.2021 at 4:18 pm

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

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


Approvals
Bearing & Coordinate Datum:
OLD CADASTRAL.
Mt Eden Circuit Coordinates.
Origin Mt Eden: 700000mN
300000mE
Approved for and on behalf of Her Majesty the Queen
Manager
Lands & Property Division.
Department of Survey & Land Information.
Exempt from the provisions of Part X of the Resource Management Act 1991 - see Section 206(4) of the Education Amendment Act 1990.
Assistant Chief Surveyor
New CST Allocated
Lot 1 - 90A/610
Lot 2 - 90A/611
Total Area 2.2832ha
Comprised in Proc. 18450(pt) Proc. 18450(pt)
CT's 90A/644 & 90A/647
I, Maxwell Watkins of Auckland
Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
Dated at Auckland this 16th day of April 1992
Signature
Field Book p Traverse Book p
Reference Plans SO 44432, 46532
Examined Current J.S. Plan Exam.
Approved as to Survey
15/5/92
Chief Surveyor
Deposited this 24th day of June 1992
Land District Registrar
File Reference 360978
Received 10 APR
Instructions
DP 151178
DOSLI FORM 015
Compiled Plan
GRAFTON ROAD
ALFRED STREET (Legal Road)
SYMONDS STREET (Legal Road)
PRINCES STREET (Legal Road)
WELLESLEY STREET EAST (Legal Road)
Lot 1
1·2905ha.
Proc. 18450
Lot 2
9927m²
Sec 1 University SO 44422
Sec 1 SO 46532
CN A471694
A466642
Proc 16203
CN
TERRITORIAL AUTHORITY Auckland City
Surveyed by
Scale 1:1000
Date March 1992
Plan of Lots 1 & 2 being Allots. 1-19 Subsection 3 & Allots. 1-7 & Pt Allots 8-17 Subsection 4 Sec. 13 CITY of AUCKLAND
W.A. ROBERTSON, DIRECTOR GENERAL/SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND
LAND DISTRICT North Auckland
Survey Blk. & Dist. VIII Rangitoto
NZMS 261 Sheet Record Map No. Auckland 26
702900mN
702100mN
300250mE
300450mE


L & S Form N. 35
Plan of
Land to be Proclaimed Street being Pts Allots. 8 to 17 of Subsection 4 and
Street to be closed adjoining Allots 1-4 and 17 of Subsection 4 and 8 to 12 of
Subsection 3 Section 13. City of Auckland
Survey Block & District VIII Rangitoto S.D.
Land District North Auckland
Local Body City of Auckland
Scale One chain to an inch
Surveyed by E.C. Barningham
Date November 1963
Diagram of Origin
Scale: 2 chains to an inch
Diagram
Not to Scale
Schedule of Areas
Land for Street 0 - 1 - 27.5
Street to be Closed 0 - 3 - 11.8
Total Area 1 - 0 - 39.3
Street closed (0.3.11.8) Gaz 1964 p. 960
Set Apart for Road (39.5) Gaz 1972 p 6
Land Taken for Street (28.0) Gaz 1972 p.17
New Appellation
Description
Previously Shown
Area
Assistant Chief Surveyor
Section 1 SO 44022
Crater
0.3.11.8
24-4-92
MINISTRY OF WORKS APPROVED
57 2 164 AUCKLAND
Approved
Chief Surveyor
This space reserved for plan number
A 1472
Wellesley St. East
Public Purpose
SO 3005
SO 30169
SOA6532
University
Sac 1
Public Street
Police Purpose
Public Purpose
Public Purpose
Public


Plan of Land to be Vested
under Education Lands Act 1949, being Part Closed Street and
Part Allots 7, 9, 10 & 11 & Allots 1, 2, 3, 4, 5, 6, 12, 13, 14, 15, 16, 17, 18, & 19 of Sub
Section 3; and Street to be Closed adjoining Closed Street & Allots 12
& 13 of Sub Section 3; being Part Section 13 City of Auckland.
Survey Block & District VIII Rangitoto
Land District North Auckland
Local Authority Auckland City
Scale 1 chain to an inch
Surveyed by P.A. Sinton
Date November 1969
Diagram – Scale 50 links to an inch
Diagram – not to scale.
ALFRED STREET
SYMONDS STREET
PRINCES STREET
University
Closed
Street
S.O. 30409
S.O. 136B
S.O. 44422
D.P. 5243
D.R.O.J Red
S.O. 936 BL.
Chief Surveyor 16/2/70
46532
P.W. 23/133/0
Approved
Land to be Vested
Street to be Closed
Total Area
Unless otherwise shown boundaries are not fenced.
Unless otherwise shown Old Iron Spikes have no record.
New Appellation
Description
Previously Shown
Area
Assistant Chief Surveyor
Section 1 S046532
Crown
04-6p
24-4-92

Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument

Section 90, Land Transfer Act 1952

Registrar-General of Land Approval 02/1026EF A.D.L.S.

TE 6615379.1 Transfer a

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

Doc ID 312166770

Land registration district

NORTH AUCKLAND

Unique identifier(s) or C/T(s)	All/part	Area/description of part or stratum
NA90A/610	All	

Transferor *Surname(s) must be underlined or in CAPITALS.*

HER MAJESTY THE QUEEN for a University

Transferee *Surname(s) must be underlined or in CAPITALS.*

VECTOR LIMITED

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

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

(continued on Annexure Schedules)

Operative clause

Pursuant to Section 48 Public Works Act 1981

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

Dated this 14th day of October 2005

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

ROSS JAMES SUTHERLAND

For and on behalf of
Her Majesty the Queen
Acting pursuant to delegated
authority from the Chief
Executive of Land Information NZ
pursuant to section 41 of the
State Sector Act 1988

JOB AK012863

Signature [common seal] of Transferor

Signed in my presence by the Transferor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name Jerome J. Paui

Occupation C&R, HELP DESK.

Address Auckland

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

[Solicitor for] the Transferee

REF: 7002 – AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Transfer	Dated 14 October 2005	Page 1 of 4 pages

(Continue in additional Annexure Schedule, if required.)

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

1. DEFINITIONS AND INTERPRETATION

In this memorandum unless the context otherwise requires:

(a) **"Accommodation"** includes the foundation, floor, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation.

(b) **"Building"** means the building or other improvements situated on the Land.

(c) **"Equipment"** includes the Substation and all pipes, ducting, cables (including fibre optic cables) and conducting media, transformers and all other equipment which is situated on, over or under the Permitted Area or which the Transferee requires to place on, over or under the Permitted Area.

(d) **"Land"** is the land comprised and described in certificate of title NA90A/610 (North Auckland Registry).

(e) **"Permitted Area"** means those parts of the Land marked "A", "B" and "C" on the Plan.

(f) **"Permitted Use"** is for the transmission and conducting of electric current or for any other purpose reasonably required by the Transferee for the purposes of its business.

(g) **"Plan"** is deposited plan 333807.

(h) **"Rights"** are the full, free, uninterrupted and unrestricted ability and licence at all times to go on, over and under the Land and to go into and have access to the Building to enter the Permitted Area with or without vehicles, tools or machinery to:

(i) undertake Works; and

(ii) use the Equipment.

(i) **"Substation"** is the distribution substation and/or switching station equipment installed or to be installed on that part of the Permitted Area marked "A".

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

(j) **"Works"** means constructing, laying, equipping, maintaining, inspecting, repairing, altering, renewing, replacing (with or without something substantially similar), upgrading, adding to, removing and operating the Equipment or any other works including but not limited to excavating trenches in which the Equipment will be placed, required to be undertaken by the Transferee in order that it may use the Permitted Area for the Permitted Use.

(k) headings are included for convenience only and do not affect the interpretation of this memorandum.

(l) words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.

(m) reference to the Transferee and Transferor is deemed to be a reference also to the Transferee's and Transferor's employees, workmen, engineers and agents.

(n) reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.

(o) references to the parties includes reference to the parties' successors in title and assigns.

2. GRANT

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

3. TRANSFEREE'S OBLIGATIONS

The Transferee shall:

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

(b) following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land as soon as possible after the Works have been completed.

4. TRANSFEROR'S OBLIGATIONS

4.1 The Transferor shall not:

(a) place or allow to be placed any buildings or other erections on the Permitted Area; or

(b) allow any tree or shrub to grow on the Permitted Area; or

(c) permit to be done any act on the Land or in the Building that interferes with or affects the Permitted Use or the exercise by the Transferee of the Rights; or

(d) interfere with or allow any interference with the Equipment or cause or allow any damage to be done to the Equipment; or

(e) grant any rights over the Permitted Area to any party other than the Transferee; or

(f) enter that part of the Permitted Area marked "A" except for the purposes of carrying out maintenance on the Accommodation pursuant to clause 5.2.

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

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

5. MAINTENANCE

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

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

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

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

Annexure Schedule

Approval 02/5032EF Registrar-General of Land A.D.L.S.

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

Transfer	Dated 14 October 2005	Page 4 of 4 pages

(Continue in additional Annexure Schedule, if required.)

6. OWNERSHIP

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

EXECUTED

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

~~Director~~/Authorised Signatory

~~Director~~/Authorised Signatory

Witness signature

Tracey Ribechini
Full name

1/7 Mimosa Place
Address

Assistant to CEO
Occupation

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

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

Landonline User ID: BUDDLEFAU

LODGING FIRM: BUDDLE FINDLAY

Address: PO BOX 1433
AUCKLAND

Uplifting Box Number: POSTAL

ASSOCIATED FIRM:

Client Code / Ref: VEC699 328 ACF

HEREWITH

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

Other (state)

Dealing / SUD Number: (LINZ Use only)

Priority Barcode/Date Stamp (LINZ use only)

Plan Number Pre-Allocated or to be Deposited:

Rejected Dealing Number:

LAND INFORMAT NEW ZEALANI
19 OCT 2005
LAND TITLES SERVICES

TE 6615379.1 Transfer a
Cpy – 02/03, Pgs – 006, 20/10/05, 11:02
Copies (inc. original)
DocID 312166778

Prority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERSING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES $ GST INCLUSIVE
1	NA90A/610	T	HMQ - VECTOR LTD	50.00							$50.00
2											
3											
4											
5											
6											

RECEIVED
17 OCT 2005
LAND INFORMATION
N.Z., AUCK

Land Information New Zealand Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-695

LINZ Form P005

LINZ Form P005 - PDF

Annotations (LINZ use only)

Original Signatures? ____

Subtotal (for this page)	$50.00
Total for this dealing	$50.00
Less Fees paid on Dealing #	
Cash/Cheque enclosed for	**$50.00**

5720 A 002 18/10/2005 CHEQUE 50.00

Version 1.7: 28 May 2004

View Instrument Details

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

Affected Computer Registers	Land District
NA90A/610	North Auckland

Annexure Schedule: Contains 15 Pages.

Encumbrancer Certifications

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

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

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

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

Signature

Signed by Joanna Dorothy Cassidy as Encumbrancer Representative on 09/11/2012 01:11 PM

Encumbrancee Certifications

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

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

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

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

Signature

Signed by Michael Alastair John Wood as Encumbrancee Representative on 12/11/2012 02:16 PM

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

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Form E

Encumbrance Instrument

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
NA90A/610	All	

Encumbrancer

Her Majesty the Queen for a University

Encumbrancee

Auckland Transport

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

Fee simple

Encumbrance Memorandum Number

N/A

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

Rent charge of $1.00 per annum

Encumbrance *Delete words in [ ], as appropriate*

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

Form E *continued*

Terms

1	Length of term – 999 years from the date of this encumbrance instrument
2	Payment date(s) – 1 June in each year if demanded prior to that date
3	Rate(s) of interest - Nil
4	Event(s) in which the sum, annuity or rent charge becomes payable – if demanded
5	Event(s) in which the sum, annuity or rent charge ceases to be payable – Refer Annexure Schedule

Covenants and conditions *Continue in Annexure Schedule(s), if required*

Refer Annexure Schedule

Modification of statutory provisions *Continue in Annexure Schedule(s), if required*

Form L

Annexure Schedule Page 1 of 13 Pages

Insert instrument type

Encumbrance Instrument

Continue in additional Annexure Schedule, if required

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this instrument, unless the context indicates otherwise:

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

Council means the Auckland Council and its successors;

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

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

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

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

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

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

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

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

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

Form L

Annexure Schedule Page 2 of 13 Pages

Insert instrument type

Encumbrance Instrument

(d) **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;

(e) **Plural and Singular:** references to the singular include the plural and vice versa;

(f) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this instrument. Each such schedule and attachment forms part of this instrument;

(g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it; and

(h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.

2. **BACKGROUND**

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

3. **COVENANTS**

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

Form L

Annexure Schedule

Insert instrument type

Encumbrance Instrument

4. **DISCHARGE OR REDEMPTION**

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

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

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

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

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

4.2 To avoid any doubt:

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

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

5. **COSTS**

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

Form L

Annexure Schedule Page 4 of 13 Pages

Insert instrument type

Encumbrance Instrument

6. **IMPLIED TERMS**

Sections 203, 204 and 205 of the Property Law Act 2007 apply to this encumbrance instrument but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent chargee or encumbrancee):

6.1 the Encumbrancee is entitled to none of the powers and remedies of encumbrancees by the Land Transfer Act 1952 and the Property Law Act 2007; and

6.2 no covenants by the Encumbrancer or its successors in title are implied in this encumbrance instrument other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.

Form L

Annexure Schedule

Page 5 of 13 Pages

Insert instrument type

Encumbrance Instrument

SCHEDULE 1

(Background)

1. The Encumbrancer is registered as proprietor of the Land, which is situated in the district of the Encumbrancee.

2. The Encumbrancer has requested the Encumbrancee to consent to the placing of a accessibility ramp, stairs and associated planters within the Road, being legal road to facilitate access to the building on the Land.

3. The Encumbrancee has agreed to consent to the application on the condition (amongst other things) that the Encumbrancer grants the rent charge and enters into the covenants in this encumbrance instrument.

4. The Encumbrancer acknowledges that the obligations of the Encumbrancer will be performed by the University of Auckland, as occupier of the Land, on behalf of the Encumbrancer.

Form L

Annexure Schedule Page 6 of 13 Pages

Insert instrument type

Encumbrance Instrument

SCHEDULE 2

(Encumbrancer's Covenants)

1. CONSENT OF THE ENCUMBRANCEE

1.1 The Encumbrancer must, before commencing any work of construction, maintenance or repair of the Authorised Work, obtain consent from the Manager in addition to any other regulatory consents required from the Encumbrancee. The Encumbrancer must include with the application:

(a) engineering design drawings;

(b) a programme of works, which must include a safety management plan and a traffic management plan; and

(c) producer statements from a chartered professional engineer certifying that the design and construction of the Authorised Work within the road is sound.

1.2 The Encumbrancer must obtain a corridor access request from the Encumbrancee and submit a traffic management plan to the Encumbrancee prior to commencement of the works on the Road.

2. OTHER CONSENTS

2.1 The Encumbrancer must, a reasonable time before the works commence, notify all network utility operators, including but not limited to telecommunications, water, wastewater, storm water, electricity and gas of its intention to construct the Authorised Work on the Road.

2.2 The Encumbrancer must obtain and fully comply with all other necessary statutory and other consents and the requirements of the following parties:

(a) all network utility operators, including but not limited to telecommunications, water, wastewater, storm water, electricity and gas;

(b) all owners of private property affected;

(c) all consents which may be required under the Resource Management Act 1991 and the Building Act 2004; and

(d) all consents and other documents required to enable registration of this encumbrance instrument with Land Information New Zealand as a first charge against the computer register to the Land.

Form L

Annexure Schedule

Insert instrument type

Encumbrance Instrument

3. CONDUCT OF WORK

3.1 The Encumbrancer must comply with the New Zealand Building Code and Council's Standard Conditions for Work in the Road in force at the time when carrying out any work in the Road. These conditions may be amended by the Council at any time.

3.2 Before commencing any work in the Road the Encumbrancer must ensure that its contractors have obtained and carry adequate public liability insurance cover (being at least $1,000,000) to indemnify both the Encumbrancer and the Encumbrancee against public liability. The Encumbrancer must provide evidence of the contractor's public liability insurance to the Encumbrancee prior to the commencement of the works.

3.3 The Encumbrancer must not, without the prior written consent of the Manager, do anything or allow anything to be done which causes interruption to the passage of vehicular and pedestrian traffic using the Road. All work must be carried out continuously at times reasonably approved by the Manager, and is to be completed as soon as is reasonably possible.

3.4 The Encumbrancer must reinstate those parts of the Road not occupied by the Authorised Work to the satisfaction of the Encumbrancee immediately after completion of any works. No materials, plant or equipment should be abandoned or left in the Road but must be removed as soon as possible after the completion of the work.

3.5 The Encumbrancee may at all reasonable times inspect any construction, maintenance or repair of the Authorised Work. The Encumbrancer will pay all reasonable expenses incurred by the Encumbrancee in supervision or inspection of that construction, maintenance or repair.

3.6 The Encumbrancer will on or before 1 June in the fifth year after the date of this encumbrance instrument, and on each fifth anniversary of that date, arrange for an inspection of the Authorised Work by a suitably qualified engineer and provide a report by the engineer in a form satisfactory to the Encumbrancee as to the structural soundness and general state of repair of the Authorised Work. If the Encumbrancer fails to provide this report by the due date the Encumbrancee may arrange for an inspection and report by its own engineer for this purpose, the cost of which will be borne by the Encumbrancer. The Encumbrancer must carry out any works recommended in the report provided by its own or the Encumbrancee's engineer within one month of receiving the report.

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

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

4. **MAINTENANCE AND REPAIR**

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

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

5. **ALTERATIONS BY ENCUMBRANCER**

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

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Insert instrument type

Encumbrance Instrument

6. **ALTERATIONS REQUIRED BY ENCUMBRANCEE: NO PROPRIETORY INTEREST OR COMPENSATION**

6.1 If at any time the Authorised Work gives rise to a public or private nuisance or in any way interferes with any other lawful work, or if the Encumbrancee considers removal or alteration necessary for safety, or for widening, realignment or reconstruction of the Road or for any other public work, then the Encumbrancee may on reasonable notice (being at least 15 working days) require the Encumbrancer to raise, lower, remove or otherwise alter the Authorised Work. If the Encumbrancer fails to do so within a reasonable time, the Encumbrancee may carry out the alterations itself at the Encumbrancer's cost.

6.2 The Encumbrancer acknowledges that nothing in this encumbrance instrument gives the Encumbrancer the right to encroach across the road frontage of any neighbouring property. If the Encumbrancee at any time is of the view that such an encroachment exists or has occurred, it may require the Encumbrancer at the Encumbrancer's cost to alter or remove the Authorised Work in such a way as to remove the encroachment.

6.3 Neither the consent given by the Encumbrancee for the construction of the Authorised Work, nor any provision of this encumbrance instrument, will be deemed to give the Encumbrancer any proprietary interest or other right, or give any expectation to the Encumbrancer as to the continued existence of the Authorised Work, nor will that consent or anything else in this encumbrance instrument prevent or limit the Encumbrancee from dealing with the Authorised Work, being part of the legal road, in any manner which it is lawfully empowered to do.

6.4 Notwithstanding clauses 6.1, 6.2 and 6.3, the Encumbrancee will provide the Encumbrancer with an opportunity for consultation before the removal or alteration is required, and will not in any event deprive the Encumbrancer of adequate vehicular and pedestrian access to the Land.

6.5 No compensation or damages will be payable to the Encumbrancer if the Encumbrancee requires the Authorised Work to be removed or altered, and the Encumbrancee may on reasonable grounds require that the removal or alteration be carried out at the cost of the Encumbrancer.

7. **COMPLIANCE WITH STATUTORY REQUIREMENTS**

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

8. **PROVISION OF AS-BUILT PLANS**

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

9. **INDEMNITY**

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

10. **INSURANCE**

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

11. **SERVICE OF NOTICES**

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

Form L

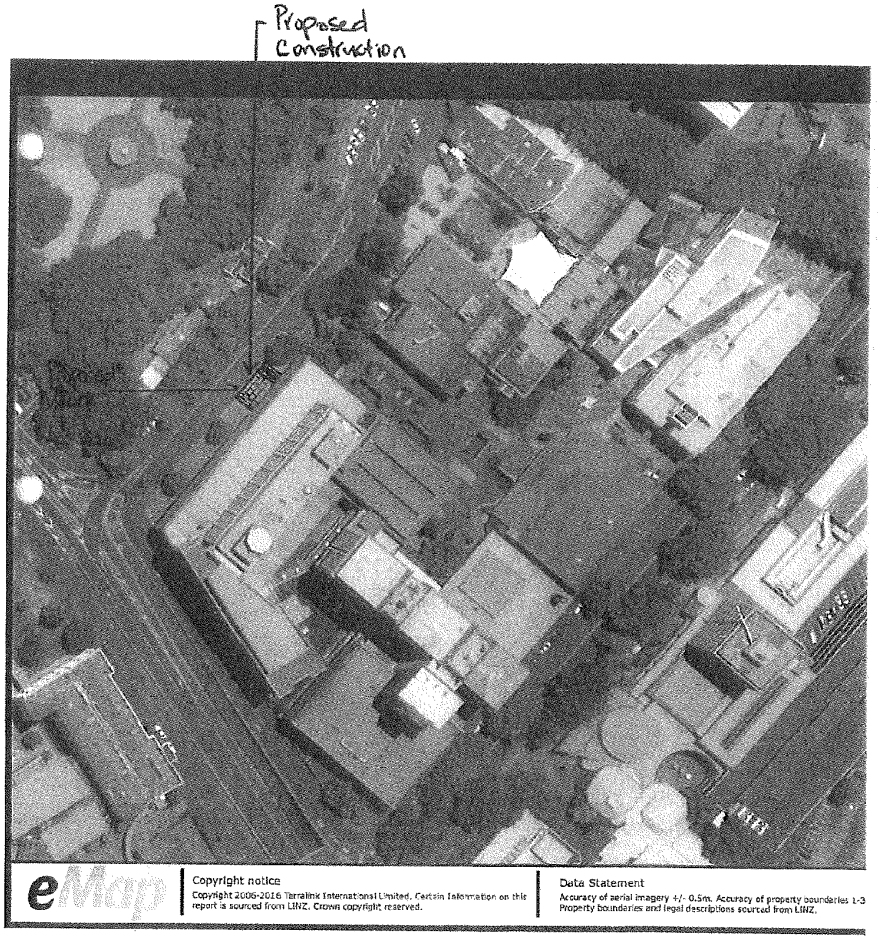
Annexure Schedule

Insert instrument type

Encumbrance Instrument

SCHEDULE 3

APPENDIX 1



Form L

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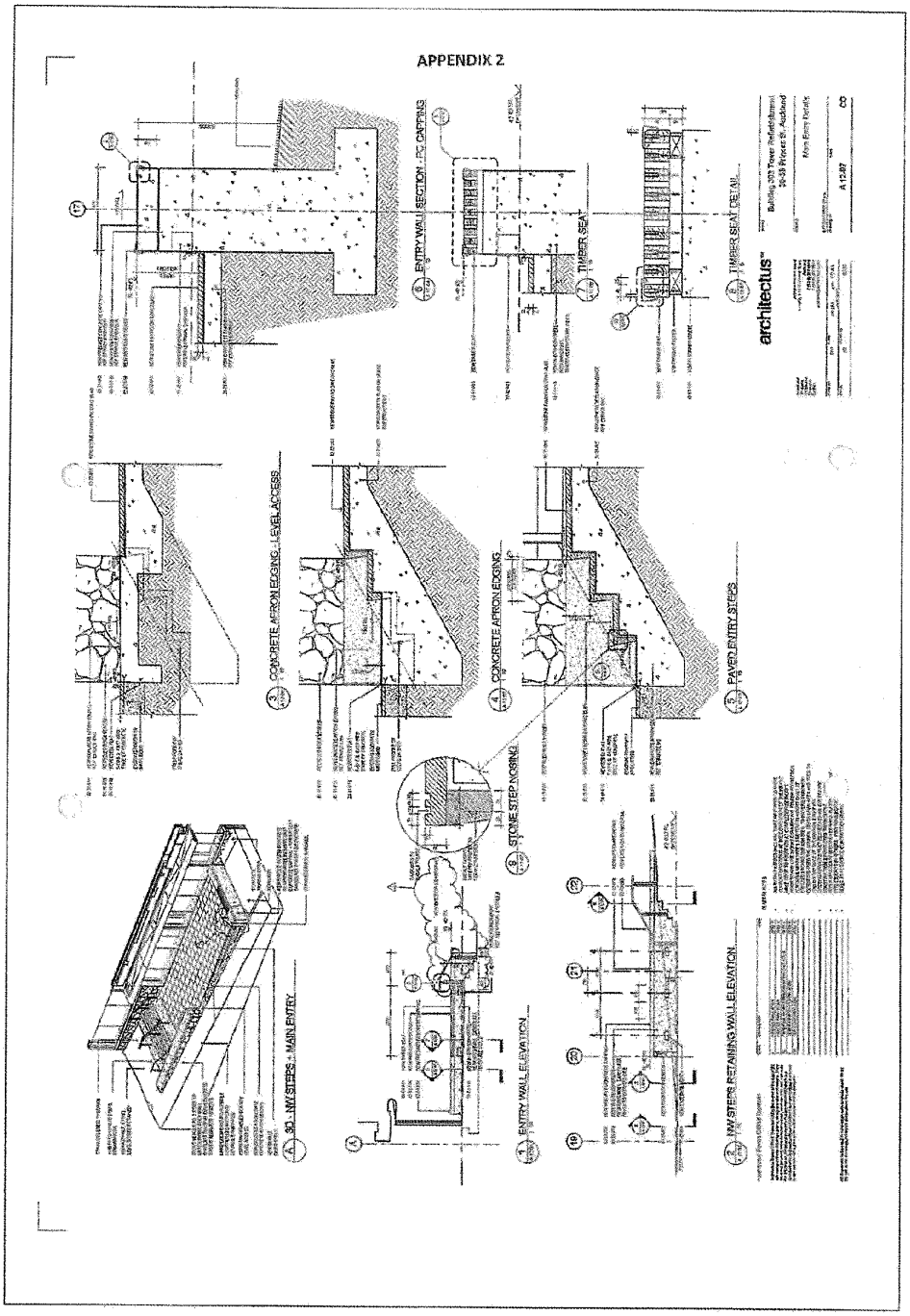
Insert instrument type

Encumbrance Instrument

APPENDIX 2



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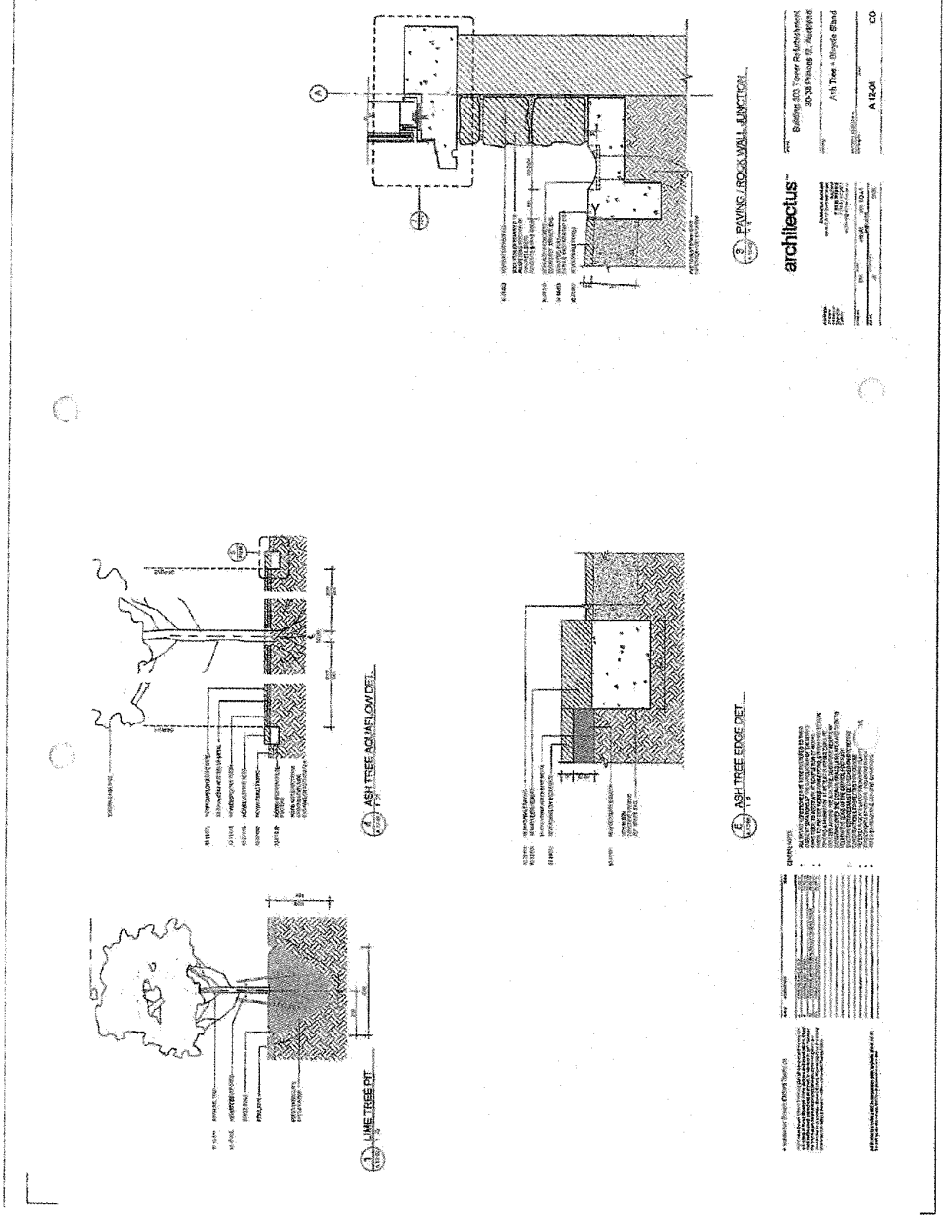
Encumbrance Instrument

APPENDIX 4



RFR 9889372.1 Right of
Cpy - 01/02, Pgs - 014, 21/11/14, 13:37
DocID: 515237976

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

To: The Registrar-General of Land

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

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

1. is RFR land as defined in section 118 of the above Act; and

2. is subject to Subpart 1 of Part 4 of the above Act (which restricts disposal, including leasing, of the land).

SCHEDULE

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

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

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

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

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

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

TB

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

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

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

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

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

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

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

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

MANUAL DEALING LODGEMENT FORM

Landonline User ID: LINZCPMWE

LODGING FIRM: **Crown Property, LINZ NO**

Private Individual: **Attn: Ginny Leggett**

Address:

ASSOCIATED FIRM:

Client Code / Ref: Tamaki Makaurau RFR Certificate 3 of 3

Dealing/SUD Number: (LINZ use only)

REQUISITIONED

Priority Barcode/Date Stamp (LINZ use only)

RFR 9889372.1 Right of
Cpy – 02/02, Pgs – 014, 21/11/14, 13:37
Copies (inc. original)
DocID: 515237976

Plan Number Pre-Allocated or to be Deposited:

Rejected Dealing Number:

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEES $ GST INCLUSIVE
1	see schedule	RFR		$176.00	SENT ON REQ 18-11-14 BB			176.00
2				$0.00				
3				$0.00				
4				$0.00				
5				$0.00				

RECEIVED - 7 NOV 2014

Land Information New Zealand Manual Dealing Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Annotations (LINZ use only).

Original Signatures?

Subtotal	$176.00
Total for this dealing	$176.00
Less fees paid on Dealing #	
Debit my Landonline account for (Only available for Landonline customers)	**$176.00**
or Cash / Cheque enclosed for (Only pay in cash if depositing in drop box at a LINZ processing centre)	
or Eft-pos payment due for (Eft-pos only available if lodging the dealing in person at a LINZ processing centre)	

* Making a priority lodgement ensures the lodgement is entered into the LINZ work queue at the time and date it was handed over at the counter. Priority does not provide urgency in processing the dealing. For further details please reference the manual dealing user guide.

Land Acquired for University Purposes, Auckland

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

North Auckland Land District—Auckland

First Schedule

Land Acquired for University Purposes

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

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Cpy - 01/03, Pgs - 004, 29/11/19, 15:31
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1.8205	Lot 1-2 Deposited Plan 151179, Lot 1 Deposited Plan 152888, Section 1 Survey Office Plan 45036. Section 1 Survey Office Plan 52074 and Allotment 30-31 Survey Office Plan 49188 - Record of Title NA89C/588	NAPR5/123, NAPR5/122, NAPR5/120, NAPR5/119, NAPR5/118, NAPR5/110, NAPR5/111, NAPR5/112, NAPR5/113, NAPR5/114, NAPR5/115, NAPR5/116, NAPR5/117, NA82/274

Second Schedule

Encumbrance

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

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

8. The Encumbrancee acknowledges that this encumbrance does not preclude the Encumbrancer from leasing (subject to compliance with any statutory constraints) or mortgaging or allowing security of whatever kind over the Land and consent from the Encumbrancee, except in any regulatory role, shall not be required.
9. The Encumbrancer:
    a. acknowledges that this encumbrance:
        i. has been granted for valuable consideration received, in full compensation for the grant of this encumbrance; and
        ii. is intended to charge the Land and bind the Encumbrancer (and successors) to perform the Encumbrancer's obligations for the period of time set out in this encumbrance; and
    b. therefore covenants with the Encumbrancee:
        i. not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this encumbrance prior to the expiry of that period of time, whether by payment of the total security or otherwise, except under clause 3 of this encumbrance;
        ii. to preserve for the period of time set out in this encumbrance the integrity of the agreements in this encumbrance; and

    always to act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement encumbrance) and/or easement or land covenant whenever reasonably required by the Encumbrancee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Encumbrancer and the Encumbrancee.

Dated at Wellington this 14th day of November 2019.

KERRY McPHAIL, for the Minister for Land Information.

2019-ln5288 18-11-2019 09:56

MANUAL DEALING LODGEMENT FORM

Landonline Firm Code: kward005

Lodging Firm: **WSP**

Private Individual:

Address: P O Box 1482
Christchurch

Associated Firm:

Client Code / Ref: 6-UOA01.01 - 346GD

Tax Statement included ☐

Dealing/SUD Number: (LINZ use only)

Priority Barcode/Date Stamp (LINZ use only)

GN 11625557.1 Gazette I
Cpy – 02/03, Pgs – 004, 29/11/19, 15:31
Copies (inc. original)
DocID: 215710053

Plan Number Pre-Allocated or to be Deposited:

Rejected Dealing Number:

NA

Priority Order	RT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	FEES $ GST INCLUSIVE
1	NA89C/261, NA89C/588 NA46D/310, NA90A/610, NA90D/103, NA89C/584	GN	HMQ - UoA	$0.00			$0.00
2	NA46D/310	COV	HMQ - UoA	$176.00			$176.00
3	NA89C/261	COV	HMQ - UoA	$176.00			$176.00
4	NA90D/103	COV	HMQ - UoA	$176.00			$176.00

RECEIVED
29 NOV 2019
LAND INFORM.
NEW ZEALAND
CHRISTCHURCH

Land Information New Zealand Manual Dealing Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

December 2018

Annotations (LINZ use only).

Original Signatures? _____

Subtotal	$528.00
Total for this dealing	$528.00
Less fees paid on Dealing # _____	
Debit my Landonline account for (Only available for Landonline customers)	**$528.00***
or Cash / Cheque enclosed for (Only pay in cash if depositing in drop box at a LINZ processing centre)	
or Eft-pos payment due for (Eft-pos only available if lodging the dealing in person at a LINZ processing centre)	

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

View Instrument Details

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

Affected Records of Title	**Land District**
NA90A/610	North Auckland

Annexure Schedule Contains 7 Pages.

Grantor Certifications

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

Signature

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

Grantee Certifications

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

Signature

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

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

Easement Instrument to Grant Easement
Section 109 Land Transfer Act 2017

Grantor

UNIVERSITY OF AUCKLAND

Grantee

VECTOR LIMITED

Grant of Easement

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

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

Purpose of Easement	Easement Land Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey Electricity	A, B and C on DP 506327 (Areas B and C are limited to the height limits as shown on the plan)	Lot 2 DP 151178 (RT NA90A/610)	In Gross

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

The rights and powers implied in specified classes of easement prescribed by the Land Transfer Regulations 2018 shall not apply and are substituted by the provisions set out in the Annexure Schedule.

Presence of Accommodation (select as applicable):

~~There is no Accommodation~~ ☐	**The Accommodation is owned by the Landowner** ☒	~~The Accommodation is owned by the Network Operator~~ ☐

Annexure Schedule Page 1 of 5

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

1. DEFINITIONS

In this easement unless the context otherwise requires:

"Accommodation" means that building or other structure (if any) enclosing, supporting and/or surrounding the Substation (if any) from time to time including the foundation, floor, pole, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation.

"Building" means the building or other improvements situated on the Land.

"Easement Land" means those parts of the Land specifically marked on the Plan and referred to in Schedule A of this easement.

"Emergency Situation" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity, gas or telecommunications and computer media.

"Equipment" includes the Substation and all pipes, ducting, cables (including fibre optic cables), meters and load management devices and conducting media, transformers, gas measurement systems, distribution systems and fittings (as defined in the Gas Act 1992) and all other equipment (owned by the Network Operator) which is situated on, in, over or under the Easement Land or which the Network Operator requires to place on, in, over or under the Easement Land to carry out the Permitted Uses.

"HSW Act" means the Health and Safety at Work Act 2015, any regulations under that Act, and any other approved codes of practice, standards or rules relating to health and safety.

"Land" means the burdened land referred to in Schedule A of this easement.

"Landowner" means the Grantor under this easement, being initially the party specified as the Grantor on the first page of this easement.

"Network Operator" means the Grantee under this easement, being initially the party specified as the Grantee on the first page of this easement.

"Permitted Uses" means the purpose specified in Schedule A, being either the conveyance of electricity and/or gas and/or the conveyance of telecommunications and computer media in each case, for the benefit of the Land and any other land, and for any other purpose reasonably required by the Network Operator.

"Plan" is the deposited plan referred to in Schedule A of this easement.

"Rights" are the full, free, uninterrupted and unrestricted ability and licence (as reasonably required by the Network Operator) at all times to go on, over and under the Land and have access to and through the Building (if any) to enter the Easement Land with or without vehicles, tools or machinery to undertake Works and use the Equipment.

"Substation" means the distribution substation and/or transformer and/or switching equipment (if any) installed from time to time on the Easement Land.

"Working Day" means any day other than a Saturday, Sunday or statutory public holiday at the place where the Land is situated.

"Works" means any works (including but not limited to excavating trenches in which the Equipment will be placed and any other construction, maintenance, inspection, repair, upgrading and replacement works), required to be undertaken by the Network Operator in order that it may use the Easement Land for the Permitted Uses.

Headings are included for convenience only and do not affect the interpretation of this easement.

Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

Reference to the Network Operator and Landowner is deemed to be a reference also to the Network Operator's and Landowner's employees, workmen, engineers and agents unless the context requires otherwise and, in the case of the Network Operator, to any person nominated by the Network Operator in accordance with clause 9.

Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.

References to a party includes reference to that party's executors, administrators, successors in title and assigns.

2. GRANT

2.1 The Landowner grants and the Network Operator accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses together with the right to exercise the Rights for all time.

2.2 The Landowner agrees that no power is implied for the Landowner to terminate this easement for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement shall continue until surrendered.

3. NETWORK OPERATOR'S OBLIGATIONS

3.1 The Network Operator shall:

(a) in undertaking any Works cause as little damage as possible to the Land and Building and as little inconvenience as possible to the Landowner and/or the Landowner's tenants, licensees and other persons who have the right to use the Land and the Building; and

(b) following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land as soon as possible after the Works have been completed and restore the surface of the Land as nearly as possible to its former condition (unless otherwise agreed) and make good any damage to the Building caused through the undertaking of the Works.

3.2 The Network Operator shall provide the Landowner and/or the occupier for the time being of the Land, at least five (5) Working Days' notice prior to exercising the Rights except:

(a) in an Emergency Situation; or

(b) when operating or inspecting the Equipment or carrying out Works of a minor nature (that have come to the attention of the Network Operator in the course of such inspection or operation).

4. LANDOWNER'S OBLIGATIONS

4.1 The Landowner shall not (and shall not allow any other person to), without the prior written consent of the Network Operator:

(a) place or allow to be placed any further improvements or fencing or other erections, or allow any further trees or shrubs to grow on the Easement Land other than improvements, fences, erections, trees or shrubs in place as at the date of this easement or replacements for those improvements, fences, erections, trees or shrubs;

(b) carry out any act on the Land that interferes with or affects the Permitted Uses or the exercise by the Network Operator of the Rights. In particular, the Landowner shall, at its own cost, at all times keep an access route over the Land to the Easement Land clear and in good condition and promptly carry out any reinstatement works which become necessary from time to time;

(c) interfere with or cause any damage to be done to the Equipment;

(d) grant any rights over the Easement Land to any party other than the Network Operator except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan; or

(e) permit to be done any act on the Land that interferes with the Network Operator's:

(i) access to the Substation (if any) including personnel and Equipment access;

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(ii) ventilation of the Substation and/or Accommodation (if any);

(iii) fire-rating of the Substation and/or Accommodation (if any); or

4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

5. MAINTENANCE

The Network Operator shall, at its cost, keep the Equipment in good and substantial repair and shall be liable to the Landowner for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Equipment to the extent (but not greater than) specified in:

(a) the Network Operator's then standard terms and conditions for the supply of distribution services as published and publicly notified on the Network Operator's official website from time to time (if applicable);

(b) the direct agreement for the supply of distribution services between the Network Operator and the Landowner (if applicable); or

(c) the Landowner's energy supply agreement with its retailer (to the extent the terms of such agreement are enforceable against the Landowner by the Network Operator).

6. HEALTH AND SAFETY

6.1 The Network Operator shall, while undertaking any Works, do so in accordance with its health and safety obligations and all applicable health and safety legislation and regulations. In particular, the Network Operator shall:

(a) comply with the HSW Act;

(b) ensure, so far as is reasonably practicable, the health and safety of its workers and those who are influenced or directed by it while carrying out work for it;

(c) ensure the health and safety of other persons is not put at risk from work carried out by the Network Operator; and

(d) ensure, so far as is reasonably practicable, that the way in which any Equipment is installed is without risks to the health and safety of any persons who:

(i) use or install such Equipment; or

(ii) are at or in the vicinity of the Landowner's workplace and may be affected by that use or activity.

6.2 Where the Landowner conducts a business or undertaking, the Landowner shall:

(a) comply with the HSW Act;

(b) in relation to any workplace under the Landowner's management or control:

(i) notify the Network Operator of any known hazards to which a worker or any person may be exposed;

(ii) ensure the workplace is without risks to the health and safety of any person.

6.3 The Landowner must notify the Network Operator of any known hazards or special health and safety requirements for the Land and the Network Operator shall use reasonable endeavours to comply with those.

6.4 The parties agree to work together to consult, co-operate and co-ordinate activities in order to meet each other's respective health and safety obligations under applicable legislation, regulations and this easement.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

7. OWNERSHIP

The Network Operator retains ownership of the Equipment and the Landowner acknowledges that such Equipment does not form part of the Land.

8. IMPLIED RIGHTS AND POWERS

The rights and powers implied in certain easements pursuant to section 109 of the Land Transfer Act 2017 (and currently set out in Schedule 5 of the Land Transfer Regulations 2018) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

9. NOMINATION OF NETWORK OPERATOR

The Network Operator may, by serving written notice on the Landowner (and without limiting the rights of the Network Operator pursuant to section 291 Property Law Act 2007) nominate any person to exercise (either together with the Network Operator or otherwise) any of the rights granted to the Network Operator.

10. LANDOWNER TO NOTIFY OCCUPIER

The Landowner shall notify every occupier of the Land of the terms of this easement and shall make sure that any such occupier complies with the terms of this easement in order that the Network Operator can have the full use and benefit of the rights granted under this easement.

11. DISPUTES

11.1 If any dispute arises between the Landowner and the Network Operator concerning the rights created by this instrument and the parties are unable to resolve that dispute through good faith negotiations within 20 Working Days of beginning such negotiations:

(a) to the extent that the dispute falls within the categories of dispute dealt with pursuant to the Energy Complaints Scheme (the "Scheme"), the Landowner may refer the dispute to the Scheme; and

(b) to the extent that the dispute does not come within the provisions of clause 11.1(a) either party may refer the matter to the arbitration of a single arbitrator pursuant to the Arbitration Act 1996, such arbitrator to be agreed by the parties (within 10 Working Days), or failing that, appointed by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration will be held in Auckland, New Zealand.

12. ACCOMMODATION OWNED BY LANDOWNER

12.1 Where Accommodation is owned by the Landowner (as indicated on the front page of this easement), the following provisions of this clause 12 shall apply:

(a) the Landowner shall not enter that part of the Easement Land on which the Accommodation is situated except for the purposes of carrying out inspection of and maintenance of the Accommodation pursuant to clause 12(b) and 12(c).

(b) the Landowner shall at its cost keep the Accommodation in good and substantial repair. If the Landowner fails to comply with this obligation then the Network Operator may remedy any such failure and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

(c) the Landowner acknowledges that the Accommodation is locked at all times by the Network Operator. If the Accommodation requires repair or the Network Operator reasonably suspects that the Accommodation requires repair, upon receiving notification from the Landowner the Network Operator agrees to, on reasonable notice (except in an Emergency Situation), accompany the Landowner to enter the Accommodation for the purpose of inspecting the Accommodation or carrying out repair, provided that the Landowner shall have the right to inspect the Accommodation without charge by the Network Operator no more than twice a year (other than in an Emergency Situation). The Landowner shall at all times ensure that:

(i) the ventilation to and from the Accommodation is not restricted; and

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(ii) the fire resistance rating and fire protection measures of the Accommodation are maintained at the same levels as at the date of this easement.

(d) if the Network Operator becomes aware of any want of repair or maintenance, the Network Operator shall notify the Landowner, provided that the Network Operator has no responsibility to carry out inspections of the Accommodation when it enters the Accommodation or otherwise.

13. ACCOMMODATION OWNED BY NETWORK OPERATOR

13.1 Where this easement states that there exists Accommodation owned by the Network Operator (as indicated on the front page of this easement) the following provisions of this clause 13 shall apply:

(a) the Landowner shall not enter the Accommodation.

(b) the Network Operator shall at its cost keep the Accommodation in good and substantial repair and shall be liable for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Accommodation to the extent set out in clause 5.

(c) the Landowner acknowledges that the Accommodation does not form part of the Land.

MINISTRY OF EDUCATION
TE TĀHUHU O TE MĀTAURANGA

17 April 2020

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

By email: [redacted]

Tēnā koe Annette,

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

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

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

Nāku noa, nā

Katrina Sutich
Group Manager Graduate Achievement Vocations and Careers

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

View Instrument Details

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

Affected Records of Title	Land District
NA90A/610	North Auckland

Annexure Schedule Contains 8 Pages.

Grantor Certifications

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

Signature

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

Grantee Certifications

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

Signature

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

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

Easement Instrument to Grant Easement
Section 109 Land Transfer Act 2017

Grantor

UNIVERSITY OF AUCKLAND

Grantee

VECTOR LIMITED

Grant of Easement

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

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

Purpose of Easement	Easement Land Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey Electricity	A on DP 547256	Section 1 SO 46532 (RT NA90A/610)	In Gross
	B on DP 547256	Lot 1 DP 151178 (RT NA90A/610)	
	C on DP 547256	Section 1 SO 44422 (RT NA90A/610)	

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

The rights and powers implied in specified classes of easement prescribed by the Land Transfer Regulations 2018 shall not apply and are substituted by the provisions set out in the Annexure Schedule.

Presence of Accommodation (select as applicable):

~~There is no Accommodation~~ ☐	~~The Accommodation is owned by the Landowner~~ ☐	**The Accommodation is owned by the Network Operator** ☒

Annexure Schedule Page 1 of 5

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

1. DEFINITIONS

In this easement unless the context otherwise requires:

(a) "Accommodation" means that building or other structure (if any) enclosing, supporting and/or surrounding the Substation (if any) from time to time including the foundation, floor, pole, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation.

(b) "Building" means the building or other improvements situated on the Land.

(c) "Easement Land" means those parts of the Land specifically marked on the Plan and referred to in Schedule A of this easement.

(d) "Emergency Situation" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity, gas or telecommunications and computer media.

(e) "Equipment" includes the Substation and all pipes, ducting, cables (including fibre optic cables), meters and load management devices and conducting media, transformers, gas measurement systems, distribution systems and fittings (as defined in the Gas Act 1992) and all other equipment (owned by the Network Operator) which is situated on, in, over or under the Easement Land or which the Network Operator requires to place on, in, over or under the Easement Land to carry out the Permitted Uses.

(f) "HSW Act" means the Health and Safety at Work Act 2015, any regulations under that Act, and any other approved codes of practice, standards or rules relating to health and safety.

(g) "Land" means the burdened land referred to in Schedule A of this easement.

(h) "Landowner" means the Grantor under this easement, being initially the party specified as the Grantor on the first page of this easement.

(i) "Network Operator" means the Grantee under this easement, being initially the party specified as the Grantee on the first page of this easement.

(j) "Permitted Uses" means the purpose specified in Schedule A, being either the conveyance of electricity and/or gas and/or the conveyance of telecommunications and computer media in each case, for the benefit of the Land and any other land, and for any other purpose reasonably required by the Network Operator.

(k) "Plan" is the deposited plan referred to in Schedule A of this easement.

(l) "Rights" are the full, free, uninterrupted and unrestricted ability and licence (as reasonably required by the Network Operator) at all times to go on, over and under the Land and have access to and through the Building (if any) to enter the Easement Land with or without vehicles, tools or machinery to undertake Works and use the Equipment.

(m) "Substation" means the distribution substation and/or transformer and/or switching equipment (if any) installed from time to time on the Easement Land.

(n) "Working Day" means any day other than a Saturday, Sunday or statutory public holiday at the place where the Land is situated.

(o) "Works" means any works (including but not limited to excavating trenches in which the Equipment will be placed and any other construction, maintenance, inspection, repair, upgrading and replacement works), required to be undertaken by the Network Operator in order that it may use the Easement Land for the Permitted Uses.

(p) Headings are included for convenience only and do not affect the interpretation of this easement.

(q) Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(r) Reference to the Network Operator and Landowner is deemed to be a reference also to the Network Operator's and Landowner's employees, workmen, engineers and agents unless the context requires otherwise and, in the case of the Network Operator, to any person nominated by the Network Operator in accordance with clause 9.

(s) Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.

(t) References to a party includes reference to that party's executors, administrators, successors in title and assigns.

2. GRANT

2.1 The Landowner grants and the Network Operator accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses together with the right to exercise the Rights for all time.

2.2 The Landowner agrees that no power is implied for the Landowner to terminate this easement for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement shall continue until surrendered.

3. NETWORK OPERATOR'S OBLIGATIONS

3.1 The Network Operator shall:

(a) in undertaking any Works cause as little damage as possible to the Land and Building and as little inconvenience as possible to the Landowner and/or the Landowner's tenants, licensees and other persons who have the right to use the Land and the Building; and

(b) following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land as soon as possible after the Works have been completed and restore the surface of the Land as nearly as possible to its former condition (unless otherwise agreed) and make good any damage to the Building caused through the undertaking of the Works.

3.2 The Network Operator shall provide the Landowner and/or the occupier for the time being of the Land, at least five (5) Working Days' notice prior to exercising the Rights except:

(a) in an Emergency Situation; or

(b) when operating or inspecting the Equipment or carrying out Works of a minor nature (that have come to the attention of the Network Operator in the course of such inspection or operation).

4. LANDOWNER'S OBLIGATIONS

4.1 The Landowner shall not (and shall not allow any other person to), without the prior written consent of the Network Operator:

(a) place or allow to be placed any further improvements or fencing or other erections, or allow any further trees or shrubs to grow on the Easement Land other than improvements, fences, erections, trees or shrubs in place as at the date of this easement or replacements for those improvements, fences, erections, trees or shrubs;

(b) carry out any act on the Land that interferes with or affects the Permitted Uses or the exercise by the Network Operator of the Rights. In particular, the Landowner shall, at its own cost, at all times keep an access route over the Land to the Easement Land clear and in good condition and promptly carry out any reinstatement works which become necessary from time to time;

(c) interfere with or cause any damage to be done to the Equipment;

(d) grant any rights over the Easement Land to any party other than the Network Operator except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan; or

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(e) permit to be done any act on the Land that interferes with the Network Operator's:

(i) access to the Substation (if any) including personnel and Equipment access;

(ii) ventilation of the Substation and/or Accommodation (if any);

(iii) fire-rating of the Substation and/or Accommodation (if any); or

4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

5. MAINTENANCE

The Network Operator shall, at its cost, keep the Equipment in good and substantial repair and shall be liable to the Landowner for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Equipment to the extent (but not greater than) specified in:

(a) the Network Operator's then standard terms and conditions for the supply of distribution services as published and publicly notified on the Network Operator's official website from time to time (if applicable);

(b) the direct agreement for the supply of distribution services between the Network Operator and the Landowner (if applicable); or

(c) the Landowner's energy supply agreement with its retailer (to the extent the terms of such agreement are enforceable against the Landowner by the Network Operator).

6. HEALTH AND SAFETY

6.1 The Network Operator shall, while undertaking any Works, do so in accordance with its health and safety obligations and all applicable health and safety legislation and regulations. In particular, the Network Operator shall:

(a) comply with the HSW Act;

(b) ensure, so far as is reasonably practicable, the health and safety of its workers and those who are influenced or directed by it while carrying out work for it;

(c) ensure the health and safety of other persons is not put at risk from work carried out by the Network Operator; and

(d) ensure, so far as is reasonably practicable, that the way in which any Equipment is installed is without risks to the health and safety of any persons who:

(i) use or install such Equipment; or

(ii) are at or in the vicinity of the Landowner's workplace and may be affected by that use or activity.

6.2 Where the Landowner conducts a business or undertaking, the Landowner shall:

(a) comply with the HSW Act;

(b) in relation to any workplace under the Landowner's management or control

(i) notify the Network Operator of any known hazards to which a worker or any person may be exposed;

(ii) ensure the workplace is without risks to the health and safety of any person.

6.3 The Landowner must notify the Network Operator of any known hazards or special health and safety requirements for the Land and the Network Operator shall use reasonable endeavours to comply with those.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

6.4 The parties agree to work together to consult, co-operate and co-ordinate activities in order to meet each other's respective health and safety obligations under applicable legislation, regulations and this easement.

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

7. OWNERSHIP

The Network Operator retains ownership of the Equipment and the Landowner acknowledges that such Equipment does not form part of the Land.

8. IMPLIED RIGHTS AND POWERS

The rights and powers implied in certain easements pursuant to section111 of the Land Transfer Act 2017 (and currently set out in Schedule 5 of the Land Transfer Regulations 2018) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

9. NOMINATION OF NETWORK OPERATOR

The Network Operator may, by serving written notice on the Landowner (and without limiting the rights of the Network Operator pursuant to section 291 Property Law Act 2007) nominate an industry participant (as defined in the Electricity Industry Act 2010) to exercise (either together with the Network Operator or otherwise) any of the rights granted to the Network Operator.

10. LANDOWNER TO NOTIFY OCCUPIER

The Landowner shall notify every occupier of the Land of the terms of this easement and shall make sure that any such occupier complies with the terms of this easement in order that the Network Operator can have the full use and benefit of the rights granted under this easement.

11. DISPUTES

11.1 If any dispute arises between the Landowner and the Network Operator concerning the rights created by this instrument and the parties are unable to resolve that dispute through good faith negotiations within 20 Working Days of beginning such negotiations:

(a) to the extent that the dispute falls within the categories of dispute dealt with pursuant to the Energy Complaints Scheme (the "Scheme"), the Landowner may refer the dispute to the Scheme; and

(b) to the extent that the dispute does not come within the provisions of clause 11.1(a) either party may refer the matter to the arbitration of a single arbitrator pursuant to the Arbitration Act 1996, such arbitrator to be agreed by the parties (within 10 Working Days), or failing that, appointed by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration will be held in Auckland, New Zealand.

12. ACCOMMODATION OWNED BY LANDOWNER

12.1 Where Accommodation is owned by the Landowner (as indicated on the front page of this easement), the following provisions of this clause 12 shall apply:

(a) the Landowner shall not enter that part of the Easement Land on which the Accommodation is situated except for the purposes of carrying out inspection of and maintenance of the Accommodation pursuant to clause 12(b) and 12(c).

(b) the Landowner shall at its cost keep the Accommodation in good and substantial repair. If the Landowner fails to comply with this obligation then the Network Operator may remedy any such failure and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(c) the Landowner acknowledges that the Accommodation is locked at all times by the Network Operator. If the Accommodation requires repair, the Network Operator reasonably suspects that the Accommodation requires repair, upon receiving notification from the Landowner the Network Operator agrees to, on reasonable notice (except in an Emergency Situation), accompany the Landowner to enter the Accommodation for the purpose of inspecting the Accommodation or carrying out repair, provided that the Landowner shall have the right to inspect the Accommodation without charge by the Network Operator no more than twice a year (other than in an Emergency Situation). The Landowner shall at all times ensure that:

(i) the ventilation to and from the Accommodation is not restricted; and

(ii) the fire resistance rating and fire protection measures of the Accommodation are maintained at the same levels as at the date of this easement.

(d) if the Network Operator becomes aware of any want of repair or maintenance, the Network Operator shall notify the Landowner, provided that the Network Operator has no responsibility to carry out inspections of the Accommodation when it enters the Accommodation or otherwise.

13. ACCOMMODATION OWNED BY NETWORK OPERATOR

13.1 Where this easement states that there exists Accommodation owned by the Network Operator (as indicated on the front page of this easement) the following provisions of this clause 13 shall apply:

(a) the Landowner shall not enter the Accommodation.

(b) the Network Operator shall at its cost keep the Accommodation in good and substantial repair and shall be liable for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Accommodation to the extent set out in clause 5.

(c) the Landowner acknowledges that the Accommodation does not form part of the Land.

14. ACKNOWLEDGEMENT

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

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

ANNEXURE SCHEDULE - CONSENT FORM

Regulation 6, Land Transfer Regulations 2018

Registrar-General of Land Approval 2018/6261 ADLS

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

Encumbrance

Page 1 of 1 pages

Consentor *Surname must be underlined or in CAPITALS*	**Capacity and Interest of Consentor** *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
Auckland Transport	**Encumbrancee under Encumbrance 9210599.2**

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

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

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

The **Consentor hereby consents** to:

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

Dated this 19th day of October 2020

Attestation

	Signed in my presence by the Consentor **Signature of Witness** *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** Charmaine Vessaokar **Occupation** PA to GMs Property & Planning & Chief Engineer **Address** Auckland
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 2017.

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

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

ANNEXURE SCHEDULE - CONSENT FORM

Regulation 6, Land Transfer Regulations 2018

Registrar-General of Land Approval 2018/6261 ADLS

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

Easement

Page 1 of 1 pages

Consentor *Surname must be underlined or in CAPITALS*	**Capacity and Interest of Consentor** *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
Her Majesty the Queen	**Encumbrance under Encumbrance 11625557.1**

Consent

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

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

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

The **Consentor hereby consents** to:

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

Dated this 1st day of November 2020

Attestation

For and on behalf of Her Majesty the Queen Acting pursuant to delegated authority from the Chief Executive of Land Information NZ pursuant of section 41 of the State Sector Act 1988 JONATHAN WRIGHT	Signed in my presence by the Consentor Signature of Witness *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Kerry McPhail Occupation: Crown Property Clearances Land Information New Zealand Address: 155 The Terrace Wellington
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 2017.

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

View Instrument Details

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

Affected Records of Title	Land District
NA90A/610	North Auckland

Annexure Schedule Contains 1 Pages.

Signature

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

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

Certificate imposing condition under section 75(2)

Auckland Council
Te Kaunihera o Tāmaki Makaurau

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

Land Registration District(s):	North Auckland	C77

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

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

Full name and signature of all Registered Proprietor/s

Full name (please print) *Surname to be underlined*	Signature	Signature date
Simon Neale Director Property Service, University of Auckland		20.03.2023

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

Dated this	10 day of July	2023
Signature:		Graeme Stokes
Name:	Jason Wang Manager Project Assessment Central	Graeme Stokes Team Leader Project Assessment
Designation / role:	Manager Project Assessment Central	Team Leader Project Assessment 1

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

View Instrument Details

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

Affected Records of Title	Land District
NA90A/610	North Auckland

Annexure Schedule Contains 6 Pages.

Grantor Certifications

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

Signature

Signed by Alastair James Pettitt as Grantor Representative on 22/01/2024 12:19 PM

Grantee Certifications

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

Signature

Signed by Briar Louise Shaw as Grantee Representative on 19/02/2024 11:59 AM

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

Easement Instrument to Grant Easement
Section 109 Land Transfer Act 2017

Grantor

UNIVERSITY OF AUCKLAND

Grantee

VECTOR LIMITED

Grant of Easement

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

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

Purpose of Easement	Easement Land Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey Electricity	A on DP 592136 (Note: Area A is subject to height limit – refer plan graphic for details)	Lot 1 DP 151178 (RT NA90A/610)	In Gross
	B on DP 592136 (Note: Area B is subject to height limit – refer plan graphic for details)	Lot 1 DP 151178 (RT NA90A/610)	

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

The rights and powers implied in specified classes of easement prescribed by the Land Transfer Regulations 2018 shall not apply and are substituted by the provisions set out in the Annexure Schedule.

Presence of Accommodation (select as applicable):

~~There is no Accommodation~~ ☐	**The Accommodation is owned by the Landowner** ☒	~~The Accommodation is owned by the Network Operator~~ ☐

Annexure Schedule Page 1 of 5

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

1. DEFINITIONS

In this easement unless the context otherwise requires:

(a) "Accommodation" means that building or other structure (if any) enclosing, supporting and/or surrounding the Substation (if any) from time to time including the foundation, floor, pole, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation.

(b) "Building" means the building or other improvements situated on the Land.

(c) "Easement Land" means those parts of the Land specifically marked on the Plan and referred to in Schedule A of this easement.

(d) "Emergency Situation" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity, gas or telecommunications and computer media.

(e) "Equipment" includes the Substation and all pipes, ducting, cables (including fibre optic cables), meters and load management devices and conducting media, transformers, gas measurement systems, distribution systems and fittings (as defined in the Gas Act 1992) and all other equipment (owned by the Network Operator) which is situated on, in, over or under the Easement Land or which the Network Operator requires to place on, in, over or under the Easement Land to carry out the Permitted Uses.

(f) "HSW Act" means the Health and Safety at Work Act 2015, any regulations under that Act, and any other approved codes of practice, standards or rules relating to health and safety.

(g) "Land" means the burdened land referred to in Schedule A of this easement.

(h) "Landowner" means the Grantor under this easement, being initially the party specified as the Grantor on the first page of this easement.

(i) "Network Operator" means the Grantee under this easement, being initially the party specified as the Grantee on the first page of this easement.

(j) "Permitted Uses" means the purpose specified in Schedule A, being either the conveyance of electricity and/or gas and/or the conveyance of telecommunications and computer media in each case, for the benefit of the Land and any other land, and for any other purpose reasonably required by the Network Operator.

(k) "Plan" is the deposited plan referred to in Schedule A of this easement.

(l) "Rights" are the full, free, uninterrupted and unrestricted ability and licence (as reasonably required by the Network Operator) at all times to go on, over and under the Land and have access to and through the Building (if any) to enter the Easement Land with or without vehicles, tools or machinery to undertake Works and use the Equipment.

(m) "Substation" means the distribution substation and/or transformer and/or switching equipment (if any) installed from time to time on the Easement Land.

(n) "Working Day" means any day other than a Saturday, Sunday or statutory public holiday at the place where the Land is situated.

(o) "Works" means any works (including but not limited to excavating trenches in which the Equipment will be placed and any other construction, maintenance, inspection, repair, upgrading and replacement works), required to be undertaken by the Network Operator in order that it may use the Easement Land for the Permitted Uses.

(p) Headings are included for convenience only and do not affect the interpretation of this easement.

(q) Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(r) Reference to the Network Operator and Landowner is deemed to be a reference also to the Network Operator's and Landowner's employees, workmen, engineers and agents unless the context requires otherwise and, in the case of the Network Operator, to any person nominated by the Network Operator in accordance with clause 9.

(s) Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.

(t) References to a party includes reference to that party's executors, administrators, successors in title and assigns.

2. GRANT

2.1 The Landowner grants and the Network Operator accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses together with the right to exercise the Rights for all time.

2.2 The Landowner agrees that no power is implied for the Landowner to terminate this easement for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement shall continue until surrendered.

3. NETWORK OPERATOR'S OBLIGATIONS

3.1 The Network Operator shall:

(a) in undertaking any Works cause as little damage as possible to the Land and Building and as little inconvenience as possible to the Landowner and/or the Landowner's tenants, licensees and other persons who have the right to use the Land and the Building; and

(b) following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land as soon as possible after the Works have been completed and restore the surface of the Land as nearly as possible to its former condition (unless otherwise agreed) and make good any damage to the Building caused through the undertaking of the Works.

3.2 The Network Operator shall provide the Landowner and/or the occupier for the time being of the Land, at least five (5) Working Days' notice prior to exercising the Rights except:

(a) in an Emergency Situation; or

(b) when operating or inspecting the Equipment or carrying out Works of a minor nature (that have come to the attention of the Network Operator in the course of such inspection or operation).

4. LANDOWNER'S OBLIGATIONS

4.1 The Landowner shall not (and shall not allow any other person to), without the prior written consent of the Network Operator:

(a) place or allow to be placed any further improvements or fencing or other erections, or allow any further trees or shrubs to grow on the Easement Land other than improvements, fences, erections, trees or shrubs in place as at the date of this easement or replacements for those improvements, fences, erections, trees or shrubs;

(b) carry out any act on the Land that interferes with or affects the Permitted Uses or the exercise by the Network Operator of the Rights. In particular, the Landowner shall, at its own cost, at all times keep an access route over the Land to the Easement Land clear and in good condition and promptly carry out any reinstatement works which become necessary from time to time;

(c) interfere with or cause any damage to be done to the Equipment;

(d) grant any rights over the Easement Land to any party other than the Network Operator except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan; or

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(e) permit to be done any act on the Land that interferes with the Network Operator's:

(i) access to the Substation (if any) including personnel and Equipment access;

(ii) ventilation of the Substation and/or Accommodation (if any); or

(iii) fire-rating of the Substation and/or Accommodation (if any).

4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

5. MAINTENANCE

The Network Operator shall, at its cost, keep the Equipment in good and substantial repair and shall be liable to the Landowner for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Equipment to the extent (but not greater than) specified in:

(a) the Network Operator's then standard terms and conditions for the supply of distribution services as published and publicly notified on the Network Operator's official website from time to time (if applicable);

(b) the direct agreement for the supply of distribution services between the Network Operator and the Landowner (if applicable); or

(c) the Landowner's energy supply agreement with its retailer (to the extent the terms of such agreement are enforceable against the Landowner by the Network Operator).

6. HEALTH AND SAFETY

6.1 The Network Operator shall, while undertaking any Works, do so in accordance with its health and safety obligations, including the HSW Act.

6.2 Where the Landowner conducts a business or undertaking, the Landowner shall comply with the HSW Act.

6.3 The Landowner must notify the Network Operator of any known hazards or special health and safety requirements for the Land and the Network Operator shall use reasonable endeavours to comply with those.

6.4 The parties agree to work together to consult, co-operate and co-ordinate activities in order to meet each other's respective health and safety obligations under applicable legislation and this easement.

7. OWNERSHIP

The Network Operator retains ownership of the Equipment and the Landowner acknowledges that such Equipment does not form part of the Land.

8. IMPLIED RIGHTS AND POWERS

The rights and powers implied in certain easements pursuant to section 111 of the Land Transfer Act 2017 (and currently set out in Schedule 5 of the Land Transfer Regulations 2018) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

9. NOMINATION OF NETWORK OPERATOR

The Network Operator may, by serving written notice on the Landowner (and without limiting the rights of the Network Operator pursuant to section 291 Property Law Act 2007) nominate any person to exercise (either together with the Network Operator or otherwise) any of the rights granted to the Network Operator.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

10. LANDOWNER TO NOTIFY OCCUPIER

The Landowner shall notify every occupier of the Land of the terms of this easement and shall make sure that any such occupier complies with the terms of this easement in order that the Network Operator can have the full use and benefit of the rights granted under this easement.

11. DISPUTES

11.1 If any dispute arises between the Landowner and the Network Operator concerning the rights created by this instrument and the parties are unable to resolve that dispute through good faith negotiations within 20 Working Days of beginning such negotiations:

(a) to the extent that the dispute falls within the categories of dispute dealt with pursuant to the Energy Complaints Scheme (the "Scheme"), the Landowner may refer the dispute to the Scheme; and

(b) to the extent that the dispute does not come within the provisions of clause 11.1(a) either party may refer the matter to the arbitration of a single arbitrator pursuant to the Arbitration Act 1996, such arbitrator to be agreed by the parties (within 10 Working Days), or failing that, appointed by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration will be held in Auckland, New Zealand.

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12.1 Where Accommodation is owned by the Landowner (as indicated on the front page of this easement), the following provisions of this clause 12 shall apply:

(a) the Landowner shall not enter that part of the Easement Land on which the Accommodation is situated except for the purposes of carrying out inspection of and maintenance of the Accommodation pursuant to clause 12(b) and 12(c).

(b) the Landowner shall at its cost keep the Accommodation in good and substantial repair. If the Landowner fails to comply with this obligation then the Network Operator may remedy any such failure and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

(c) the Landowner acknowledges that the Accommodation is locked at all times by the Network Operator. If the Accommodation requires repair or the Network Operator reasonably suspects that the Accommodation requires repair, upon receiving notification from the Landowner the Network Operator agrees to, on reasonable notice (except in an Emergency Situation), accompany the Landowner to enter the Accommodation for the purpose of inspecting the Accommodation or carrying out repair, provided that the Landowner shall have the right to inspect the Accommodation without charge by the Network Operator no more than twice a year (other than in an Emergency Situation). The Landowner shall at all times ensure that:

(i) the ventilation to and from the Accommodation is not restricted; and

(ii) the fire resistance rating and fire protection measures of the Accommodation are maintained at the same levels as at the date of this easement.

(d) if the Network Operator becomes aware of any want of repair or maintenance, the Network Operator shall notify the Landowner, provided that the Network Operator has no responsibility to carry out inspections of the Accommodation when it enters the Accommodation or otherwise.

13. ACCOMMODATION OWNED BY NETWORK OPERATOR

13.1 Where this easement states that there exists Accommodation owned by the Network Operator (as indicated on the front page of this easement) the following provisions of this clause 13 shall apply:

(a) the Landowner shall not enter the Accommodation.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(b) the Network Operator shall at its cost keep the Accommodation in good and substantial repair and shall be liable for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Accommodation to the extent set out in clause 5.

(c) the Landowner acknowledges that the Accommodation does not form part of the Land.