



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **472117**

**Land Registration District** **North Auckland**

**Date Issued** 31 July 2009

**Prior References**

273250 400214

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**Estate** Fee Simple

**Area** 15.7286 hectares more or less

**Legal Description** Lot 2 Deposited Plan 418770

**Registered Owners**

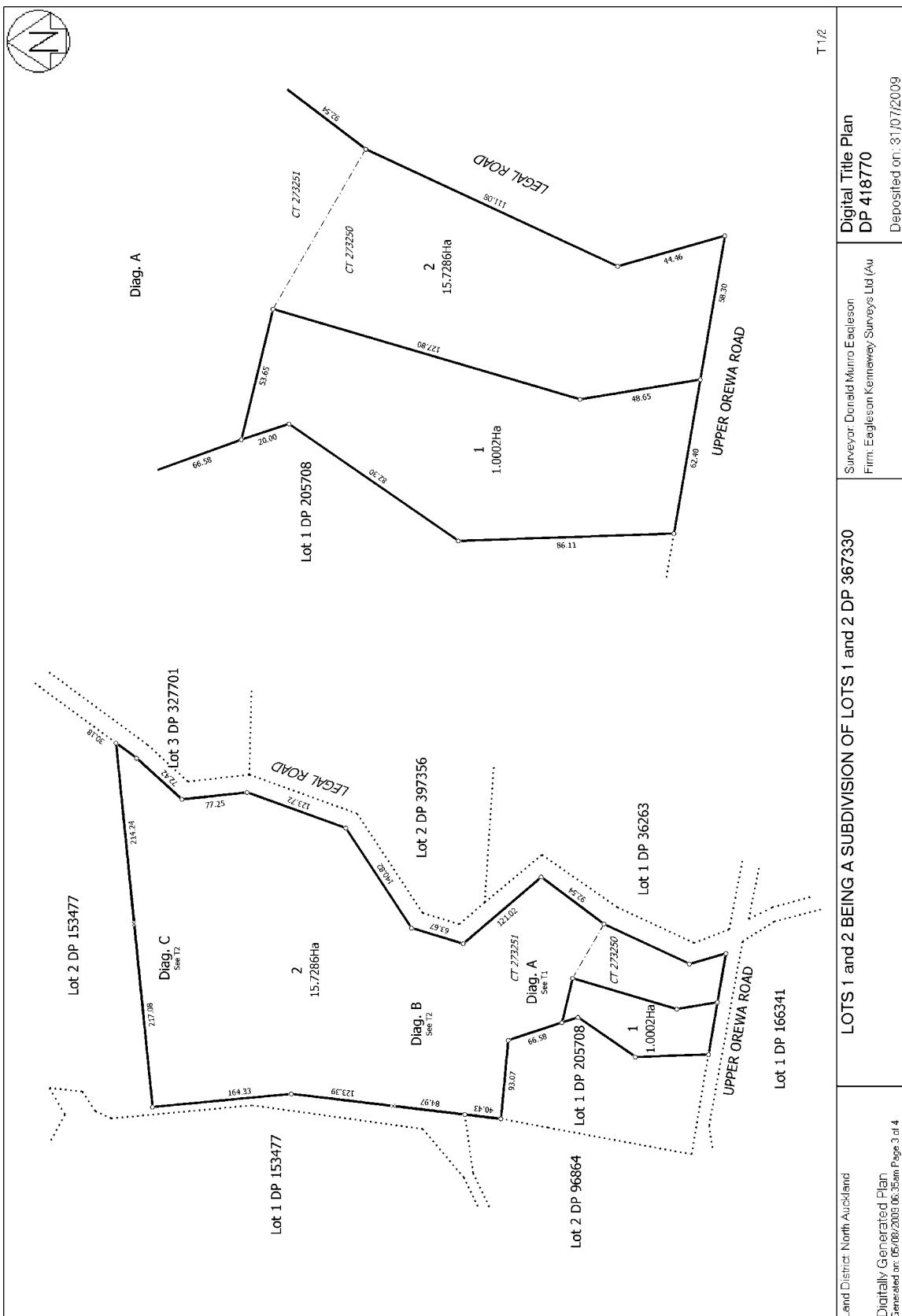
[REDACTED]

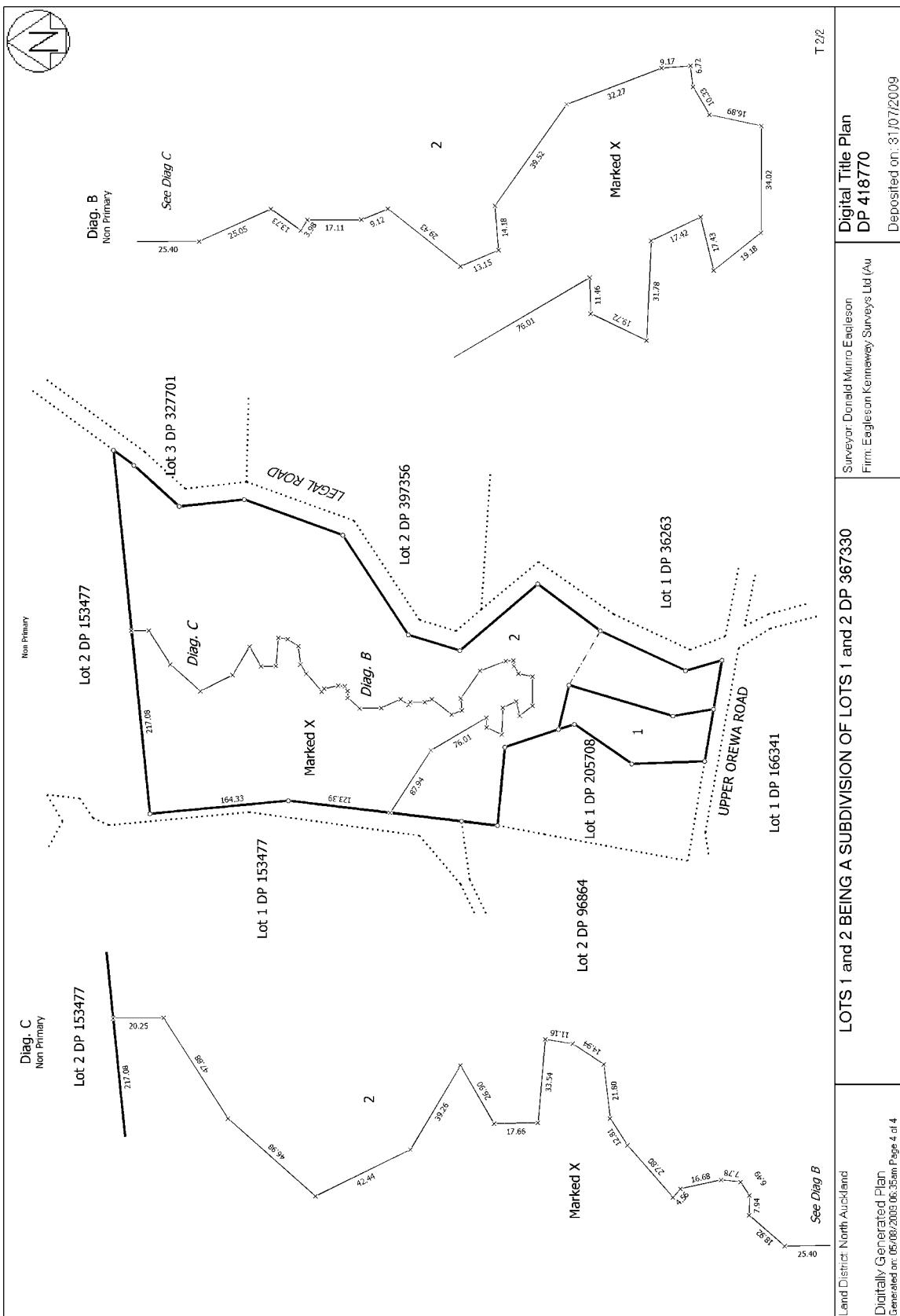
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**Interests**

7405348.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.6.2007 at 9:00 am

10114626.4 Mortgage to ANZ Bank New Zealand Limited - 8.7.2015 at 3:41 pm







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

**Identifier** **NA91C/410**

**Land Registration District** **North Auckland**

**Date Issued** 19 May 1993

**Prior References**

NA52C/1076

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**Estate** Fee Simple

**Area** 42.2000 hectares more or less

**Legal Description** Lot 2 Deposited Plan 153477

**Registered Owners**

[REDACTED]

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**Interests**

C481469.3 Certificate pursuant to Section 321(3) (c) Local Government Act 1974 (DP 153477) - 19.5.1993 at 10.49 am  
Appurtenant hereto is a right of way and a power and telephone services right specified in Easement Certificate C481469.8 - 19.5.1993 at 10.49 am

Some of the easements specified in Easement Certificate C481469.8 are subject to Section 243 (a) Resource Management Act 1991 (See DP 153477)

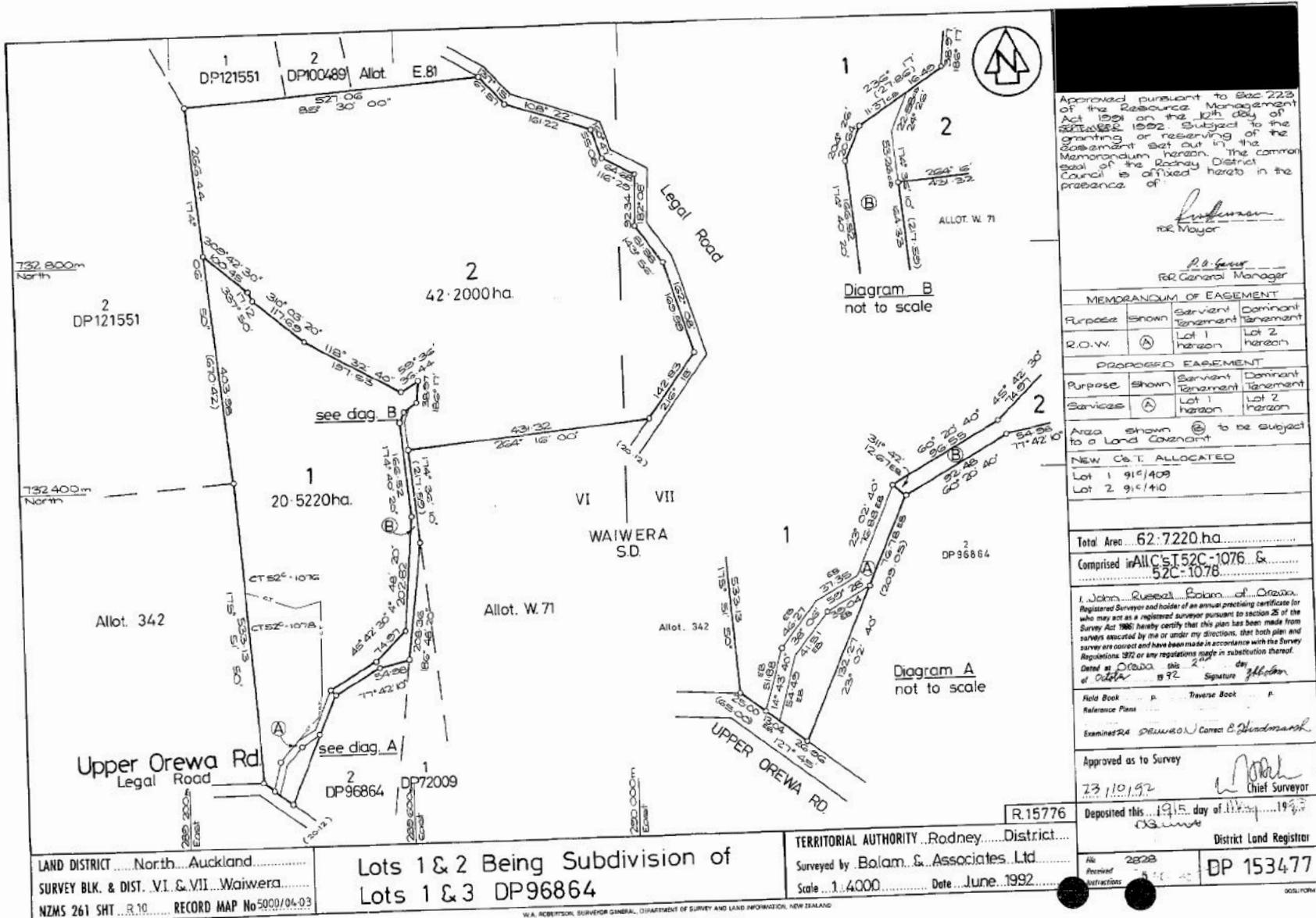
Subject to a vehicular right of way over part marked B on DP 153477 created by Transfer C613976.1 - 16.6.1994 at 12.21 pm

Fencing Covenant in Transfer C613976.1 - 16.6.1994 at 12.21 pm

Land Covenant in Transfer C613976.1 - 16.6.1994 at 12.21 pm

5729445.3 Mortgage to ANZ Banking Group (New Zealand) Limited - 15.9.2003 at 9:00 am

6621281.1 Variation of Mortgage 5729445.3 - 25.10.2005 at 9:00 am



## Memorandum of Transfer

WHEREAS [REDACTED] and [REDACTED] both of  
Auckland, Company Directors

FIRSTLY  
(herein called "the Transferors) being registered as proprietor of an estate  
in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten  
or endorsed hereon in all that piece of land situated in the Land District of NORTH AUCKLAND  
containing FOUR TWO DECIMAL TWO NOUGHT NOUGHT HECTARES (42.2000 ha)

NEW ZEALAND STAMP DUTY AK1

07/06/94 00291001 DUTY \$2098.00

more or less being Lot 2 Deposited Plan 153477 being all the land comprised and described  
in Certificate of Title Volume 91C Folio 410 (North Auckland Registry)

SUBJECT TO: (1) Resolution C.481469.3 under Section 321 (3) (c) of the Local  
Government Act 1974  
(2) Easements described in Easement Certificate C.481469.8 which easements  
when created will be SUBJECT TO Section 243 (a) of the Resource  
Management Act 1991

(hereinafter called "Lot 2")

AND WHEREAS the Transferors are also registered as proprietors of ALL THAT parcel of  
land containing TWO NOUGHT DECIMAL FIVE TWO TWO NOUGHT HECTARES (20.5220 ha) more or  
less being Lot 1 on Deposited Plan 153477 being all the land comprised and described  
in Certificate of Title Volume 91C Folio 409 (North Auckland Registry)

SUBJECT TO: (1) Mortgage No. C.481469.7  
(2) Fencing covenant in Transfer B.161858.1  
(3) Right of Way and Power and Telephone easement created by Easement  
Certificate C.481469.8 which easements when created will be subject to  
Section 243 (a) of the Resource Management Act 1991

(hereinafter called "Lot 1")

AND WHEREAS by agreement in writing dated the 11 day of March 1994 the Transferors  
agreed to sell Lot 2 to [REDACTED] of Auckland, [REDACTED]  
(hereinafter called "the Transferee") for the consideration of [REDACTED]  
[REDACTED] SUBJECT TO the Transferee agreeing to grant the right of  
way and to enter into the covenants hereinafter referred to

NOW THESE PRESENTS WITNESSETH in pursuance of the said agreement and in consideration  
of the sum of [REDACTED] paid by the Transferee

to the Transferors (the receipt of which sum is hereby acknowledged) the Transferors DO TH HEREBY TRANSFER to the Transferee all their estate and interest in Lot 2 hereinbefore described but reserving to the Transferors and their successors in title an easement of vehicular right of way over that part of Lot 2 shown marked "B" on Deposited Plan 153477 TO BE APPURTENANT to Lot 1 AND IT IS MUTUALLY COVENANTED between the Transferors and the Transferee (with intent to bind themselves and their respective executors administrators successors and assigns) that the cost of maintaining the accessway will be borne by the registered proprietors of the said Lot 1 and Lot 2 in the proportions of one equal part to each such tenement PROVIDED THAT any damage caused to the said area marked "B" by machinery or implements or vehicles or other equipment shall be repaired forthwith by the registered proprietor on whose behalf such damage is caused and the cost of such repairs shall be borne solely by that proprietor

AND the Transferee DO TH HEREBY COVENANT AND AGREE with the Transferors and the registered proprietor or proprietors for the time being of Lot 1 that he will not at any time hereafter

- (a) permit any plants or tree to grow to a height exceeding two (2) metres on that part of Lot 2 shown marked "B" on Deposited Plan 153477 and
- (b) erect any building whatsoever on that part of the said Lot 2 marked "B" on Deposited Plan 153477

to the end and intent that the aforesaid restrictions shall be forever hereafter APPURTENANT to the said Lot 1 for all purposes connected with the use occupation and enjoyment thereof

PROVIDED HOWEVER that the Transferors shall not be liable to pay for or contribute towards the cost of erection or maintenance of any boundary or dividing fence between the land hereby transferred and any land belonging to the Transferors but this provision shall not enure to the benefit of any subsequent purchaser of such adjoining land or any part thereof

ORDER OF LAND VALUATION TRIBUNAL

In the Land Valuation Tribunal  
AUCKLAND

No 139/94

IN THE MATTER of an application  
under the Land Settlement Promotion and Land  
Acquisition Act 1952 for consent to a sale  
of land

Between [REDACTED] Vendor/Lessor

and [REDACTED] Purchaser/Lessee

BEFORE THE AUCKLAND LAND VALUATION TRIBUNAL

On the application of [REDACTED] and [REDACTED]

for consent to the sale of land

In respect of the land described in the schedule hereto

And on hearing

IT IS ORDERED that the consent of the Auckland Land Valuation Tribunal  
be granted to the transaction pursuant to Part II (xxxRaxxxKxxAxxgxx  
RaxxxKxxandxxAxx) of the Land Settlement Promotion and Acquisition  
Act 1952

upon the following grounds:

SCHEDULE

42.2000ha more or less being Lot 2 DP 153477 and being part  
Allotments 76, 77 and 80 Parish of Waiwera and being all the land  
comprised in CT 91C/410 (North Auckland Registry)  
SUBJECT TO: Resolution C.481469.3 and Easement Certificate C.481469.8

Dated at AUCKLAND this 2nd day of May 1994

*[Signature]*  
(Deputy) Registrar.



Solicitors for the applicant:

12.21 16.JUN94 C 613976

ARTICLES ENTERED IN THE  
LAND REGISTRY AUCKLAND  
WEST. LAND REGISTRAR

**In Consideration of the sum of—**

**paid to the Transferor by—**

~~—(herein called "the Transferee") the receipt of which sum is hereby acknowledged. Hereby Transfers to the Transferee all~~ ~~estate and interest in the said land above described.~~

**In witness whereof** these presents have been executed this  
of [REDACTED]

*1st*

day

**Signed** by the above named Transferors  
[REDACTED]  
and [REDACTED]

In the presence of:—  
[REDACTED]  
[REDACTED]

Signed by the above named Transferee  
[REDACTED]  
in the  
presence of:  
[REDACTED]  
[REDACTED]

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act 1952

  
SOLICITOR FOR THE TRANSFeree

[REDACTED] Transferor

[REDACTED] Transferee

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

Assistant / District Land Registrar of the

District of

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

  
SOLICITOR FOR THE TRANSFeree

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

SOLICITOR FOR THE TRANSFeree

DANIEL OVERTON & GOULDING  
SOLICITORS  
AUCKLAND

12.21 16.JUN94 C 613976 17





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R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA91C/409**

**Land Registration District** **North Auckland**

**Date Issued** 19 May 1993

**Prior References**

NA52C/1076 NA52C/1078

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**Estate** Fee Simple

**Area** 20.5220 hectares more or less

**Legal Description** Lot 1 Deposited Plan 153477

**Registered Owners**

[REDACTED]

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**Interests**

Subject to a right of way and to power and telephone services rights over part marked A on DP 153477 specified in Easement Certificate C481469.8 - 19.5.1993 at 10.49 am

Some of the easements specified in Easement Certificate C481469.8 are subject to Section 243 (a) Resource Management Act 1991 (see DP 153477)

Appurtenant hereto is a vehicular right created by Transfer C613976.1 - 16.6.1994 at 12.21 pm

<p>Approved pursuant to section 223 of the Resource Management Act 1991 on the 10th day of September 1992, Subject to the granting or reserving of the easement set out in the Memorandum below. The common seal of the Regional Council of the Rodney District is affixed hereto in the presence of [Signature] [Signature] [Signature] [Signature]</p>		<p>For General Manager</p>
<p>MEMORANDUM OF EASEMENT</p>		
<p>Purpose Shown Servient Tenement</p>		
<p>Q.C.W. (A) Lot 1 Horizon</p>		
<p>PROPOSED EASEMENT</p>		
<p>Purpose Shown Servient Tenement</p>		
<p>Services (A) Lot 1 Horizon</p>		
<p>Area shown (B) to be subject to a Land Covenant</p>		
<p>NEW C.R. ALLOCATED</p>		
<p>Lot 1 91c/409 Lot 2 91c/410</p>		
<p>Total Area 62.7220 ha..... Comprised in ALCS 150C-1076 &amp; 52C-1078.....</p>		
<p>I, [Signature], Surveyor, of [Address], Registered Surveyor and holder of a current practising certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1988, hereby certify that this plan has been made from surveys ascertained by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Act 1988 or my registration or my registration as a surveyor or both. Date [Signature] 23/9/92 2. Signature [Signature]</p>		
<p>Approved as to Survey</p>		
<p>[Signature] 23/9/92 Chief Surveyor</p>		
<p>Revised Back P. Reference Plans P. Examination for Special Act Certificate P. [Signature]</p>		
<p>R15776</p>		
<p>Deposited this 19th day of November 1992 [Signature]</p>		
<p>District Land Register</p>		
<p>File 2000 Receiver [Signature] Date June 1992 [Signature]</p>		
<p>LAND DISTRICT North Auckland SURVEY BLD &amp; DIST. VI. &amp; VII. Waiwera NZMS 261 SHT R.10 RECORD MAP No 5000/04-03</p>		
<p>Lots 1 &amp; 2 Being Subdivision of Lots 1 &amp; 3 DP96864</p>		
<p>Lots 1 &amp; 2 Being Subdivision of Lots 1 &amp; 3 DP96864</p>		
<p>TERRITORIAL AUTHORITY Rodney District Surveyed by Bolam &amp; Associates Ltd State 1/4000 Date June 1992</p>		

W.A. SURVEYOR, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND



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

**Identifier** **747403**

**Land Registration District** **North Auckland**

**Date Issued** 27 October 2016

**Prior References**

388618

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**Estate** Fee Simple

**Area** 1.0963 hectares more or less

**Legal Description** Lot 1 Deposited Plan 497022

**Registered Owners**

[REDACTED]

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**Interests**

10576706.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.10.2016 at 10:02 am

Land Covenant in Easement Instrument 10576706.3 - 27.10.2016 at 10:02 am (Limited as to duration)

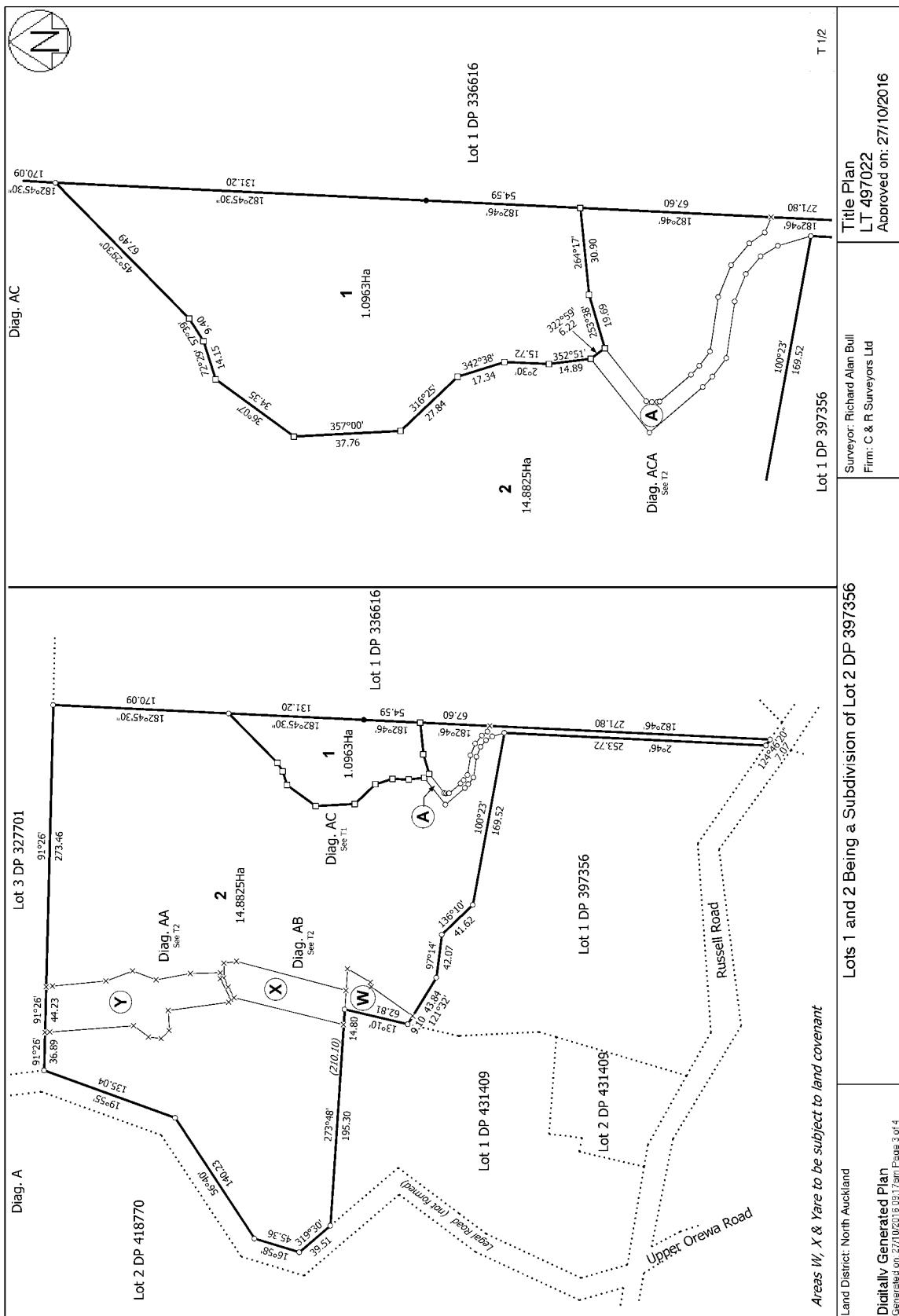
Appurtenant hereto is a right of way, right to convey electricity, telecommunications, computer media, water and gas created by Easement Instrument 10576706.5 - 27.10.2016 at 10:02 am

The easements created by Easement Instrument 10576706.5 are subject to Section 243 (a) Resource Management Act 1991

Fencing Covenant in Transfer 10619863.2 - 18.11.2016 at 12:48 pm

10948267.3 Mortgage to ASB Bank Limited - 10.11.2017 at 4:02 pm

11802336.3 Variation of Mortgage 10948267.3 - 24.7.2020 at 2:22 pm



**RODNEY DISTRICT COUNCIL**

**CERTIFICATE UNDER SECTION 321(3)(c) OF THE LOCAL GOVERNMENT ACT 1974**

SCHEME PLAN R15776

OWNER: [REDACTED]

I [REDACTED] Senior Development Engineer, hereby certify that at a meeting held on 15 January 1992 a resolution was passed whereby a subdivision of Lots 1 and 3, DP 96864, comprised in Certificates of Title 52C/1076 and 52C/1078, totalling in area 62.7162 hectares was approved. As part of that approval it was also resolved that:

"PURSUANT TO SECTION 321(3)(c) OF THE ACT THE COUNCIL HEREBY RESOLVES THAT SECTION (321)(1) OF THE ACT SHALL NOT APPLY TO LOT 2 HEREON ON THE GROUNDS THAT THE COUNCIL IS SATISFIED THAT ADEQUATE ACCESS TO THAT ALLOTMENT IS PROVIDED OVER OTHER LAND BY AN EASEMENT OF RIGHT-OF-WAY RUNNING WITH THE LAND AND APPURTEnant TO THAT ALLOTMENT."

Signed by [REDACTED] authenticating as Senior Development Engineer for the Rodney District Council pursuant to Section 252 of the Local Government Act 1974, this 7th day of October 1992.

SENIOR DEVELOPMENT ENGINEER

10.49 19 MAY 93 C 481469 -103

PARTICULARS ENTERED IN REGISTRY  
LAND REGISTRY AUCKLAND, NEW ZEALAND  
ASST. LAND REGISTRAR



✓  
C  
A



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **747404**

**Land Registration District** **North Auckland**

**Date Issued** 27 October 2016

**Prior References**

388618

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**Estate** Fee Simple

**Area** 14.8825 hectares more or less

**Legal Description** Lot 2 Deposited Plan 497022

**Registered Owners**

[REDACTED] as to a 1/2 share

[REDACTED] as to a 1/2 share

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**Interests**

10392458.2 Mortgage to (now) ASB Bank Limited - 21.4.2016 at 5:30 pm

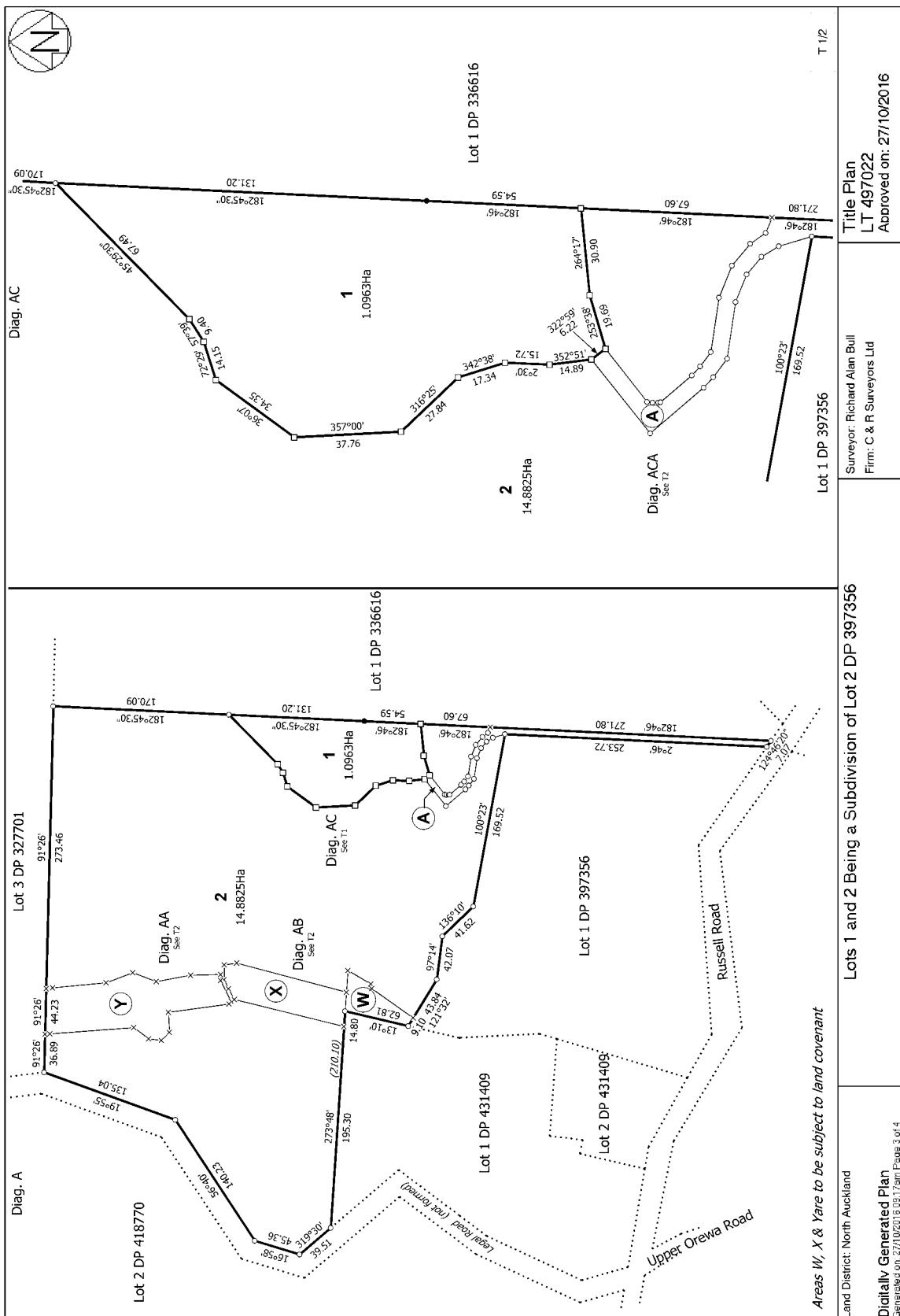
10576706.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.10.2016 at 10:02 am

Land Covenant in Easement Instrument 10576706.3 - 27.10.2016 at 10:02 am (Limited as to duration)

Subject to a right (in gross) to convey telecommunications and computer media over part marked A on DP 497022 in favour of Chorus New Zealand Limited created by Easement Instrument 10576706.4 - 27.10.2016 at 10:02 am

Subject to a right of way, right to convey electricity, telecommunications, computer media, water and gas over part marked A on DP 497022 created by Easement Instrument 10576706.5 - 27.10.2016 at 10:02 am

The easements created by Easement Instrument 10576706.5 are subject to Section 243 (a) Resource Management Act 1991



C 481469.8 EC

Approved by the District Land Registrar, South Auckland No. 351560

Approved by the District Land Registrar, North Auckland, No. 4380/81

Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

## **EASEMENT CERTIFICATE**

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

I/We [REDACTED] and [REDACTED]  
both of Auckland, Company Directors

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **North Auckland** on the day of **19 93** under No. **153477** are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

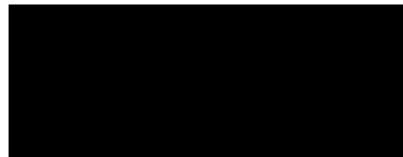
**SCHEDULE**  
DEPOSITED PLAN NO. 153477

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
RIGHT OF WAY	Lot 1 DP 153477	Shown "A"	Lot 2 DP 153477	91C/409 91C/410
SERVICES	Lot 1 DP 153477	Shown "A"	Lot 2 DP 153477	91C/409 91C/410

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

1. Rights and powers:

(See attached insert sheets)



RIGHTS AND POWERS:

1. Right of Way

The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952.

2. Services

(a) Power Supply and Telephone Line Easements

The full free and uninterrupted right liberty and privilege:

(i) To transmit electric current by cable

(ii) To lay and use telephone cables for transmission

AND in each case for the free and unimpeded use of the Grantee and his tenants (in common with the Grantor, his tenants, and any other person lawfully entitled so to do) FROM the source of supply or point of entry as the case may be, across the land over which the easement is granted or created; and for the respective purposes of the easement concerned (subject to the terms and conditions of easement hereinafter recorded):

(I) To use any line of cables already laid for the purpose on the land and available for such use or any cable or cables in replacement or in substitution therefor; and

(II) When no such line of cables exists, to lay place and maintain or have laid placed and maintained a line of cables and/or casing for cables of a sufficient capacity and of sufficient size and material for the purpose under the surface of the land over which the easement is granted or created; and

(III) In order to construct or maintain the efficiency of any such cable, the full free and uninterrupted and unrestricted right liberty and privilege for the Grantee, his servants tenants agents and workmen (in common with the Grantor, his servants tenants agents and workmen) with any tools implements machinery vehicles or equipment necessary for the purpose to enter upon the land over which the easement is granted and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the cables and/or casing or any part thereof and of opening up the soil of such land to such extent as may be reasonably necessary in that regard.

(b) Right of Convey Water

The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952 are varied as follows:

Any pipe or pipes must be laid under the surface of the land over which the easement is granted or created.

(c) Right to Convey Sewage and/or Stormwater

The full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee and his tenants (in common with the Grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead sewage and/or stormwater in a free and unimpeded flow from the point of entry, across the land over which the easement is granted; and for the purpose of the easement concerned:

- (i) To use any line of sewage and/or stormwater pipes already laid on the land over which the easement is granted, or any pipe or pipes in replacement or in substitution for all or any of those pipes;
- (ii) Where no such line of pipes exists, to lay, place and maintain, or to have laid, placed and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under the surface of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;
- (iii) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee, his tenants, servants, agents and workmen (in common with the Grantor, his tenants, servants, agents, and workmen) with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing,

repairing, maintaining and renewing the pipeline or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored to its original condition and any other damage done by reason of the aforesaid operations is repaired.

TERMS CONDITIONS COVENANTS AND RESTRICTIONS IN RESPECT OF THE ABOVE EASEMENTS:

(1) Right of Way

The terms conditions covenants and restrictions contained in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952 with the following variations:

- (a) The cost of maintaining the right of way will be borne by the registered proprietors of the dominant and the servient tenements in the proportions of one equal part to each such tenement.
- (b) Any damage caused to the right of way by machinery or implements or vehicles or other equipment shall be repaired forthwith by the proprietor on whose behalf such damage is caused and the cost of such repairs shall be borne solely by that proprietor.

(2) Services

(a) Power Supply and Telephone Line Easements

- (i) The terms conditions covenants and restrictions contained in the Seventh Schedule to the Land Transfer Act 1952 except where inconsistent with the provisions of this easement.
- (ii) All cables and casings shall be laid below the surface of the land so as not to interfere with the use of the land over which the easement is granted.
- (iii) In respect of the easements and each of them the exercise of the Grantee's rights are subject to the

condition that as little disturbance as possible is caused to the surface of the land over which the easement is granted and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operation is repaired.

(b) Right to Convey Water

The terms conditions covenants and restrictions contained in the Seventh Schedule to the Land Transfer Act 1952 are varied as follows:

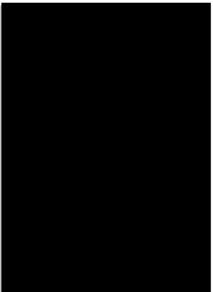
- (i) Any pipe or pipes must be laid below the surface of the land so as not to interfere with the use of the land over which the easement is granted.
- (ii) The Grantee's rights are subject to the condition that as little disturbance as possible is caused to the surface of the land over which the easement is granted and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operation is repaired.

(c) Right to Convey Sewage and/or Stormwater

The terms conditions covenants and restrictions herein contained or implied.

(d) All Easements

Any disputes between the Grantor and the Grantee relating to the aforesaid Easements shall be referred to Arbitration pursuant to the provisions of the Arbitration Act 1908 or any Act passed in amendment or substitution.



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

(See attached insert sheets)

Dated this 25<sup>th</sup> day of February 19 93

Signed by the above-named

[REDACTED] and [REDACTED]

in the pre

Witness

Legal Executive to

Occupation .....

Address .....

Solicitor, Takapuna

## EASEMENT CERTIFICATE

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

*Correct for the purposes of the  
Land Transfer Act*

*Solicitor for the registered proprietor*

*[REDACTED]*  
SOLICITOR, TAKAPUNA

© AUCKLAND DISTRICT LAW SOCIETY 1983

10.49 19.MAY.93 C 481469-2

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST. LAND REGISTRAR



# View Instrument Details



**Instrument No** 10576706.2  
**Status** Registered  
**Date & Time Lodged** 27 October 2016 10:02  
**Lodged By** [REDACTED]  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



## Affected Computer Registers      Land District

747403	North Auckland
747404	North Auckland

**Annexure Schedule:** Contains 2 Pages.

## Signature

Signed by [REDACTED] as Territorial Authority Representative on 13/10/2016 02:53 PM

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



IN THE MATTER

of a Plan lodged for  
Deposit under  
Number 497022

Pursuant to Section 221 of the Resource Management Act 1991 THE AUCKLAND COUNCIL HEREBY GIVES NOTICE that its subdivision consent given in respect of the land in the Second Schedule as shown on Land Transfer Plan 497022 is conditional *inter alia* upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Third Schedule hereto with the conditions set forth in the First Schedule hereto.

**FIRST SCHEDULE**

Protection of wetland area The wetland and buffer area labelled W, X and Y shall be protected in perpetuity to the satisfaction of the council's Team Leader Northern Monitoring.

Maintenance of wetland and additional planting area The owners or their successors in title of Lot 2 shall:

- Preserve the native vegetation, wildlife habitats and the natural landscape within the areas of wetland and buffer area riparian margins to be protected on Lot 2.
- Maintain any stock crossings and/or fish passage(s) in accordance with any easement(s) through the covenant areas;
- Not (without the prior written consent of the council and then only in strict compliance with any conditions imposed by the council) cut down, damage or destroy, or permit the cutting down, damage or destruction of the vegetation or wildlife habitats within the area to be protected;
- Not do anything that would prejudice the health or ecological value of the area to be protected, their long term viability and/or sustainability;
- Control all invasive plants and control pest animals within the areas of wetland and buffer to be protected, in accordance with but not limited to the approved Plant and Animal pest Management Plan by Wetland Solutions and dated 09/2014.

**Advice Note:** *Weed Control means, that there are no mature, fruiting and / or flowering individuals of weed species present within the covenant area and any weed species present are dead. In addition there shall be no areas where weed species are smothering and / or out competing native vegetation including suppressing the natural regeneration processes. Control shall be demonstrated to the satisfaction of council's Team Leader, Northern Monitoring or similar position.*

- Maintain a stock-proof fence and other fencing as approved by the council around the perimeter of the wetland and buffer area to be protected on Lot 2 (Areas W, X and Y,) and keep stock out of these areas.
- Not to be in breach of this covenant if any of the areas of wetland and buffer to be protected die as a result of fire and/or natural causes not attributable to any act or default on their part for which they are not responsible.

Building restrictions Any buildings erected on the building sites identified on the plan prepared by C & R Surveyors, reference 4305, dated August 2016, shall be subject to the requirements of the report prepared by Geoconsult, reference GF647, dated 16 July 2014, or any subsequent geotechnical reports prepared. Copies of the said plan and report(s) will be held at the offices of the Council, Centreway Road, Orewa.

Limit on impermeable area The maximum impermeable area on Lot 1 shall not exceed 250 square meters, excluding driveway, unless a specific design for stormwater disposal is prepared by a Chartered Professional Engineer in terms of the requirements of the document "Management of Stormwater in Countryside Living (Rural and Town) Zones - A Toolbox of Methods" and approved in writing by the Consents Engineer. Copies of the said report and document are held at the offices of the Council, Centreway Road, Orewa.

Building restrictions Any buildings erected on Lot 1 shall be subject to a minimum habitable floor level not lower than RL 21.50 m, DosLI Datum.

#### SECOND SCHEDULE

An estate in fee simple being Lot 2 DP 397356 comprised in Certificate of Title 388618.

#### THIRD SCHEDULE

Lots 1 and 2 DP 497022.

DATED this 7th day of October 2016.

SIGNED for and on behalf of  
the AUCKLAND COUNCIL



\_\_\_\_\_  
Authorised Officer

RESOURCE CONSENT: R63363

# View Instrument Details



Instrument No 10576706.3  
Status Registered  
Date & Time Lodged 27 October 2016 10:02  
Lodged By [REDACTED]  
Instrument Type Easement Instrument



## Affected Computer Registers Land District

747403 North Auckland  
747404 North Auckland

**Annexure Schedule:** Contains 4 Pages.

## Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 10392458.2 has consented to this transaction and I hold that consent

## Signature

Signed by [REDACTED] as Grantor Representative on 04/11/2016 03:59 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 [REDACTED] as Grantee Representative on 04/11/2016 04:00 PM

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

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

2015/6246  
 APPROVED  
 Registrar-General of Land

Page  of  pages

**Grantor**

	as to a 1/2 share
	as to a 1/2 share

**Grantee**

	as to a 1/2 share
	as to a 1/2 share

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

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

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	DP 497022	Lot 1 DP 497022 Identifier 747403	Lot 2 DP 497022 Identifier 747404

Page  of  pages

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

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

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

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

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

[the provisions set out in Annexure Schedule \_\_\_\_\_]

**Covenant provisions**

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

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

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

[Annexure Schedule **3&** \_\_\_\_\_]

4

Annexure Schedule

Page 3 of 4 Pages

2015/5049

APPROVED

Registrar-General of Land

*Insert instrument type*

*Continue in additional Annexure Schedule, if required*

- A. THE Grantor is the Registered Proprietor of the Servient Tenement and the Dominant Tenement.
- B. THE Servient Tenement and the Dominant Tenement are part of a rural residential development.
- C. THE Grantor has agreed to create the covenants as set out herein in favour of the Grantee in order to ensure that the character of the rural estate is maintained, preserved and enhanced.
- D. The Grantor for the Grantor and the Grantor's successors in title covenants with and for the benefit of the Grantee and the Grantee's successors in title, so as to bind the servient land set out in Schedule A ("the property") in favour of the Dominant Land, that the Grantor shall:
  - 1. Not permit or suffer the use of the property for any purpose other than a residential lifestyle nor use the property for any commercial farming which includes, other than and ancillary to the predominant residential lifestyle use, any horticulture, agriculture, animal boarding facilities, market gardening activities, or which includes the keeping of poultry, pigs or goats.
  - 2. Not permit or suffer any rubbish to accumulate or to be placed upon the property and at all times to maintain the property in a tidy condition.
  - 3. Not permit noxious weeds to grow upon the property.
  - 4. Not carry on or permit the aerial spraying over the property of any noxious or toxic substances for weed control or any other purposes.
  - 5. Not place, erect, construct or permit to remain on any part of the property any second hand or relocatable dwelling/building or containers except that which may be used in conjunction with the construction of a permanent residential building and which will be removed from the land upon completion of construction of the new residential building.
  - 6. Not use any second hand materials in the construction of any dwelling/building on the property.
  - 7. Not construct more than one (1) residential dwelling and one minor household unit on the property that must comply in all respects with Auckland Council requirements.
  - 8. Not fence the property unless such fencing is 7 wire post & batten or alternative fencing that has first been approved in writing by the Grantee.
  - 9. Not place erect construct or permit to remain on any part of the property any caravans, buses or any other type of temporary accommodation that is used for permanent long term use on the property.
  - 10. Not permit any telecommunications or electricity services to be provided by "overhead" means to the dwelling (and any other structures/buildings to be erected on the property) and all other utilities and services are to be by underground means.

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

Annexure Schedule

Page  of  Pages

2015/5049

APPROVED

Registrar-General of Land

*Insert instrument type*

*Continue in additional Annexure Schedule, if required*

11. The Grantor will ensure that once construction of a residential dwelling has commenced, the exterior of same is fully closed in and finished within twelve (12) months from the date of commencement of construction and that construction is fully completed within twenty four (24) months from the date of commencement.

12. Should there be any breach or no-observance by the Grantor of any of the covenants or restrictions expressed or implied herein, then, without prejudice to any other remedy which the Grantee or any other person or persons having the benefit of these covenants and restrictions may have against the Grantor, the Grantor will upon written demand by the Grantee or their nominee or by any party having the benefit of these covenants:

(a) Pay to the person making such demand as liquidated damages the sum of five hundred dollars (\$500) (which sum will, on the 1st of April in each year, commencing in the year immediately following deposit of the Land Transfer Plan, be adjusted to take account of movement in the preceding year in the Consumer Price (All Groups) Index) per day for every day or part of a day that the breach or non-observance of the covenants continues from and after the date upon which written demand is made; and

(b) Remove or cause to be removed from the property any building or structure erected, placed or located in breach or non-observance of these covenants and otherwise take all steps necessary to remedy the breach or non-observance of those covenants it is capable of remedy.

13. The provisions of these land covenants shall cease to have effect on and from the 25th anniversary of the issue of the separate freehold title for the property.

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.

# View Instrument Details

**Instrument Type** Transfer  
**Instrument No** 10619863.2  
**Status** Registered  
**Date & Time Lodged** 18 November 2016 12:48  
**Lodged By** [REDACTED]

---

**Affected Computer Registers** **Land District**  
747403 North Auckland

---

**Transferors**

[REDACTED]  
[REDACTED]  
[REDACTED]

**Transferees**

[REDACTED] and [REDACTED]

---

**Clauses, Conditions or Intent**

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

---

**Transferor Certifications**

I certify that I have the authority to act for the Transferor 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 [REDACTED] as Transferor Representative on 17/11/2016 05:20 PM

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**Transferee Certifications**

I certify that I have the authority to act for the Transferee 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 [REDACTED] as Transferee Representative on 17/11/2016 02:51 PM

# View Instrument Details

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

# View Instrument Details



Instrument No 10576706.4  
Status Registered  
Date & Time Lodged 27 October 2016 10:02  
Lodged By [REDACTED]  
Instrument Type Easement Instrument



Affected Computer Registers Land District  
747404 North Auckland

**Annexure Schedule:** Contains 4 Pages.

## Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 10392458.2 has consented to this transaction and I hold that consent

## Signature

Signed by [REDACTED] as Grantor Representative on 13/10/2016 02:57 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 [REDACTED] as Grantee Representative on 13/10/2016 02:58 PM

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

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

Sections 90A and 90F, Land Transfer Act 1952

<b>Grantor</b>	<i>Surname(s) must be <u>underlined</u>.</i>		
[REDACTED] as to a ½ share and [REDACTED] as to a ½ share			
<b>Grantee</b>	<i>Surname(s) must be <u>underlined</u>.</i>		
<b>CHORUS NEW ZEALAND LIMITED</b>			
<b>Grant of easement or <i>profit à prendre</i> or creation of covenant</b>			
<p><b>The Grantor</b>, being the registered proprietor of the servient tenement(s) set out in Schedule A, <b>grants to the Grantee</b> (and, if so stated, in gross) the easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, <b>or creates</b> the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).</p>			
<b>Schedule A</b>	<i>Continue in additional Annexure Schedule if required.</i>		
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Right to convey telecommunications and computer media</b>	A on DP 497022	Lot 2 DP 497022 (CFR 747404)	<b>Chorus New Zealand Limited (in gross)</b>
<b>Easements or profits à prendre rights and powers (including terms, covenants, and conditions)</b>	<i>Delete phrases in [ ] and insert memorandum number as required.</i> <i>Continue in additional Annexure Schedule if required.</i>		
Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.			
The implied rights and powers are <b>varied/negated/added to or substituted</b> by:			
Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.			
The provisions set out in the Annexure Schedule.			
<b>Covenant provisions</b>	<i>Delete phrases in [ ] and insert memorandum number as required.</i> <i>Continue in additional Annexure Schedule if required.</i>		
The provisions applying to the specified covenants are those set out in:			
Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.			
Annexure Schedule 2.			

## Annexure Schedule

**Insert type of instrument**

Easement	Dated	Page <span style="border: 1px solid black; padding: 2px;">2</span> of <span style="border: 1px solid black; padding: 2px;"> </span> Pages
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*Continue in additional Annexure Schedule, if required.*

### **Continuation of "Easement rights and powers":**

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

### **2 Grant of Easement**

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

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

### **3 Grantee's Covenants**

- 3.1 The Grantee shall be responsible for:
  - (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
  - (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Servient Tenement.
- 3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Servient Tenement and to any building or building improvement (including, without limitation, any interior fitout) located on the Servient Tenement.
- 3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Servient Tenement (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this

## Annexure Schedule

**Insert type of instrument**

Easement	Dated	Page <span style="border: 1px solid black; padding: 2px;">3</span> of <span style="border: 1px solid black; padding: 2px;"> </span> Pages
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*Continue in additional Annexure Schedule, if required.*

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

### 4 Access

- 4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Servient Tenement (including, for the avoidance of doubt, any areas of Common Property on the Servient Tenement) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.
- 4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Servient Tenement (except in the case of an Emergency, when notice will not be required). Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Servient Tenement and the Easement Land.

### 5 Grantor's Covenants

- 5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):
  - (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
  - (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
  - (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
  - (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

### 6 Removal

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

## Annexure Schedule

**Insert type of instrument**

Easement	Dated	Page <input type="text" value="4"/> of <input type="text"/> Pages
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*Continue in additional Annexure Schedule, if required.*

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

### 7 **Further Assurances**

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

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

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

### 9 **Definitions and interpretation**

9.1 In this easement:

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

# View Instrument Details



Instrument No 10576706.5  
Status Registered  
Date & Time Lodged 27 October 2016 10:02  
Lodged By [REDACTED]  
Instrument Type Easement Instrument



## Affected Computer Registers Land District

747403 North Auckland  
747404 North Auckland

**Annexure Schedule:** Contains 2 Pages.

## Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 10392458.2 has consented to this transaction and I hold that consent

## Signature

Signed by [REDACTED] as Grantor Representative on 04/11/2016 04:02 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 [REDACTED] as Grantee Representative on 04/11/2016 04:03 PM

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

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

2015/6246  
 APPROVED  
 Registrar-General of Land

Page  of  pages

**Grantor**

	as to a 1/2 share
	as to a 1/2 share

**Grantee**

	as to a 1/2 share
	as to a 1/2 share

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

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

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way Right to Convey Electricity, Telecommunications, Computer Media, Water and Gas	DP 497022  A	Lot 2 DP 497022 Identifier 747404	Lot 1 DP 497022 Identifier 747403

Page  of  pages

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

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

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

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

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

[the provisions set out in Annexure Schedule \_\_\_\_\_]

**Covenant provisions**

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

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

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

[Annexure Schedule \_\_\_\_\_].



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier**

**149880**

**Land Registration District** **North Auckland**

**Date Issued** 15 July 2004

**Prior References**

NA913/296

---

**Estate** Fee Simple

**Area** 14.7674 hectares more or less

**Legal Description** Lot 1 Deposited Plan 336616

**Registered Owners**

[REDACTED]

---

**Interests**

5394234.3 Mortgage to The National Bank of New Zealand Limited - 7.11.2002 at 9:00 am

6079871.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2004 at 9:00 am

Appurtenant hereto is an electricity easement created by Easement Instrument 6079871.4 - 15.7.2004 at 9:00 am



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

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

Sections 90A and 90F, Land Transfer Act 1952

**EI 6079871.4 Easement**

Cpy - 01/01, Pgs - 008, 13/08/04, 09:03



Land registration district

**NORTH AUCKLAND**

Grantor

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

Grantee

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

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

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

Dated this 28 day of June 2004

Attestation

	<b>Signed in my presence by</b> 
	<i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <b>Witness name</b>  <b>Occupation</b>  <b>Address</b>
<b>Signature [common seal] of Grantor</b>	      

	<b>Signed in my presence by</b> 
	<i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <b>Witness name</b>  <b>Occupation</b>  <b>Address</b>
<b>Signature [common seal] of Grantee</b>	      

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY



Easement instrument

Dated

28th June 2004

Page 1 of

5 pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, <del>or profit, or covenant</del>	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Right to convey electricity</b>	marked "A" on Plan 336616	149881	149880

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

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

*Continue in additional Annexure Schedule if required.*

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

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

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

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

**Covenant provisions**

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

*Continue in additional Annexure Schedule if required.*

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

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

**[Annexure Schedule 2].**

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

**Annexure Schedule****Insert type of instrument****"Mortgage", "Transfer", "Lease" etc****Easement**

Dated

28th June 2004

Page 2 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

**1. Interpretation**

In this instrument unless the context otherwise requires:

"the certificate" means this easement certificate (including these conditions) as it may be varied from time to time.

"these conditions" means these conditions as they may be varied from time to time.

"costs" means the costs of the installation, creation, establishment, repair, maintenance, and serving of any article, property or facility used or needed for the proper exercise of the rights created by this certificate.

"dominant land" in relation to any easement means the land described in the first schedule to which the relevant easement is appurtenant.

"easement" means an easement recorded by this certificate.

"electricity supply area" means that part of the land described in the first schedule as being subject to a electricity supply easement.

"electricity supply easement" means the rights recorded by this certificate in relation to each electricity supply area.

"the Grantee" in relation to each easement means the registered proprietor for the time being of the dominant land which the relevant easement is appurtenant.

"the Grantee and other authorised persons" in relation to any easement means the Grantee and the agents, employees, contractors, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement and where the context so admits, means any of such persons.

"the Grantor" in relation to each easement means the registered proprietor for the time being of the servient land which is subject to the relevant easement.

"the Grantor and other authorised persons" in relation to any easement means the Grantor and the agents, employees, contractors, tenants, licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the relevant easement and where the context so admits, means any of such persons.

"the plan" means deposited plan No. 336616 (North Auckland Registry)

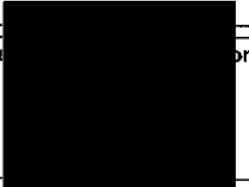
"servient land" in relation to any easement means the land described in the first schedule which is subject to the relevant easement.

"specified area" means any part of the land specified in the first schedule as being subject to an easement.

"specified proportion" in relation to any party and any costs means the proportion of such costs payable by such party in accordance with this certificate.

"telecommunications service area" means that part of the land described in the first schedule as being subject to a telecommunications service easement.

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



**Annexure Schedule**

Insert type of instrument

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

**Easement**

Dated

28th June 2004

Page 3 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

"telecommunications services easement" means the rights recorded by this certificate in relation to each telecommunications service area.

**2. General provisions relating to easements**

The following provisions are applicable to the easements recorded by this certificate:

- (a) Each grant shall be for all times ("the term") from the date such easements are deemed to be created pursuant to section 90A(5) of the Land Transfer Act 1952.
- (b) No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this certificate (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time.
- (c) If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this certificate the following provisions shall apply:
  - (i) the other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven days from service of the default notice the other party may perform such obligation;
  - (ii) if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
    - (A) perform such obligation; and
    - (B) for that purpose enter the relevant servient land or dominant land and carry out any work.
  - (iii) the defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of costs incurred in performing such obligation;
  - (iv) the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.
- (d) The Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to any easement.
- (e) (i) The Grantee may for the purpose of complying with any obligation of the Grantee under this certificate in relation to any easement:
  - (A) enter the servient land with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and
  - (B) remain on the servient land for such time as is reasonable for the purpose of performing such obligation.
- (ii) In exercising any rights under this subclause the Grantee shall;

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

**Annexure Schedule**



Insert type of instrument

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

Easement

Dated

28th June 2004

Page 4

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Pages

(Continue in additional Annexure Schedule, if required.)

- (A) cause as little damage, disturbance, inconvenience and interruption to the servient land and to the use of the servient land as is reasonably necessary; and
- (B) forthwith make good any damage done to the servient land and to the occupier of the servient land.
- (f) The parties shall pay all costs incurred in connection with the easements created by this certificate in the proportions recorded in the second schedule, unless the incurring of costs was caused by the deliberate act or omission of either the Grantor or the Grantee, in which case that party shall be responsible for the costs.

**3. Electricity supply easements**

The following provisions shall apply to each electricity supply easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to lead and convey electricity, electric impulses, gas and any other form of power without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the servient land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the electricity supply area to the dominant land.
- (b) The Grantee shall be responsible for arranging:
  - (i) the installation of the electricity supply; and
  - (ii) the repair and maintenance of the electricity supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

**FIRST SCHEDULE**

(As attached)

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

**Annexure Schedule**

Insert type of instrument

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

**Easement**

Dated

28th June 2004

Page 5 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

**SECOND SCHEDULE**

Specified proportion of costs payable pursuant to clause 2(f)

Type of Easement	Servient Land	Dominant Land	Grantor's Proportion	Grantee's Proportion
Right to convey electricity (electrical supply marked "A")	149881	149880	By the party having the benefit of the supply and if more than one in equal shares	

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



IN THE MATTER of the Land Transfer Act  
1952

AND

IN THE MATTER of Mortgage No.  
5394234.3 (North Auckland Land  
Registry)

CONSENT TO DEPOSIT OF PLAN 336616

ANZ National Bank Limited *[Signature]*  
~~THE NATIONAL BANK OF NEW ZEALAND LIMITED~~; the Mortgagee under and by  
virtue of Mortgage No.5394234.3 **HEREBY CONSENTS** to registration against Certificate  
of Title NA913/296 all documents necessary to deposit Unit Plan No. 336616 including  
easement certificate creating electrical supply easement over area "A" on the said plan

BUT subject to and without prejudice to the rights of the Mortgagee protected by the said  
Mortgage.

DATED at this day of 07 JUL 2004 2004.

ANZ National Bank Limited  
by its Attorney

in the presence of

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part X111 of the Companies Act 1993.

DANIEL COOPER  
AUCKLAND



# The National Bank

of New Zealand

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, [REDACTED] Manager Lending Services of Auckland in New Zealand certifies that:

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

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

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

2. On 26<sup>th</sup> June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. At the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

07 JUL 2004

DATED at Auckland this [REDACTED] day of [REDACTED] 2004

[REDACTED]  
.....



Pursuant to Section 221 of the Resource Management Act 1991 THE RODNEY DISTRICT COUNCIL HEREBY GIVES NOTICE that its subdivision consent given in respect of the land in the Second Schedule as shown on Land Transfer Plan 336616 is conditional *inter alia* upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Third Schedule hereto with the conditions set forth in the First Schedule hereto.

#### FIRST SCHEDULE

(building restrictions) Any buildings erected on the building site on Lot 2 identified on the drawing prepared by Cato Bolam Consultants Ltd, dated May 2004 and signed and dated by Engineering Geology Ltd on 10 May, 2004, shall be located on the building site and shall be subject to the requirements of the report prepared by Engineering Geology Ltd, reference 4823, dated 7 June 2002 and any subsequent reports. Copies of the said drawing and report are held at the offices of the Council, Centreway Road, Orewa.

(bush protection) The existing native bush to be protected on Lot 1 (Areas marked B & C) shall be protected in perpetuity to the satisfaction of the Consents Manager.

The owners, or their successors in title for the time being, of the above lots:

- (i) Shall preserve the natural landscape trees, vegetation and areas of bush now thereon within that part of each lot identified as such on the survey plan; and
- (ii) Shall not (without the prior written consent of the Council and then only in strict compliance with any conditions imposed by the Council) cut down, damage or destroy, or permit the cutting down, damaging or destruction of, any of such natural landscape trees, vegetation or areas of bush; and
- (iii) Shall not do anything that would prejudice the health of any of such natural landscape trees, vegetation or areas of bush; and
- (iv) Shall control all noxious plants and animals within the identified part of each lot; and
- (v) Shall maintain a stock-proof fence as approved by the Council around the perimeter of the identified part of each lot.

The owners shall be deemed not to be in breach of this covenant if any of such trees, vegetation or bush die from fire or natural causes not attributable to any act or default by or on behalf of the owners and for which the owners are responsible. Failure to comply with this condition may result in enforcement action being taken by the Council under the Resource Management Act 1991 to ensure full compliance and the continuing protection of the bush.

(monitoring) The respective owners of Lot 1 shall pay to the Council the fair and reasonable costs incurred by the Council in monitoring on ongoing conditions of consent as they apply to the Lot 1 at approximately two-yearly intervals, unless required otherwise by a legitimate complaint or as part of an area wide monitoring process. The respective owners will be advised of the costs, assessed under the Council's Schedule of Fees and Charges, as they fall due.

## SECOND SCHEDULE

An estate in fee simple in 16.1874 hectares more or less being Allot 70 Parish of Waiwera comprised in Certificate of Title 913/296 Ltd (All) North Auckland Land Registry.

## THIRD SCHEDULE

Lots 1 and 2 DP 336616 totalling 16.1874 hectares in area.

DATED this 23rd day of June 2004.

SIGNED for and on behalf of  
the RODNEY DISTRICT COUNCIL )



David Dawson  
Authorised Officer

SCHEME PLAN: R 33600

**CONO 7405348.2 Consen**

Cpy - 01/01, Pgs - 002, 08/06/07, 10:44



DocID: 312903744

IN THE MATTER of a Plan lodged for  
Deposit under  
Number 267330

Pursuant to Section 221 of the Resource Management Act 1991 THE RODNEY DISTRICT COUNCIL HEREBY GIVES NOTICE that its subdivision consent given in respect of the land in the Second Schedule as shown on Land Transfer Plan 267330 is conditional inter alia upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Third Schedule hereto with the conditions set forth in the First Schedule hereto.

#### **FIRST SCHEDULE**

(native bush and riparian revegetation protection) The existing native bush to be protected on Lot 2 (labelled X) shall be protected in perpetuity to the satisfaction of the Consents Manager.

The owners, or their successors in title for the time being, of the above lots:

- Shall preserve the natural landscape trees, vegetation and areas of bush now thereon within that part of each lot identified as such on the survey plan; and
- Shall not do anything that would prejudice the health of any of such natural landscape trees, vegetation or areas of bush and riparian areas; and
- Shall control all noxious plants and animals within the identified part of each lot; and
- Shall maintain a stock-proof fence as approved by the Council around the perimeter of the identified part of each lot.

The owners shall be deemed not to be in breach of this covenant if any of such trees, vegetation or bush die from fire or natural causes not attributable to any act or default by or on behalf of the owners and for which the owners are responsible.

Failure to comply with this condition may result in enforcement action being taken by the Council under the Resource Management Act 1991 to ensure full compliance and the continuing protection of the bush.

(weed and pest control) The landowners for the time being shall implement the Weed and Pest Control Plan approved under condition c) ii).

(building restrictions) Any buildings erected on the building site on Lot 1 shall be subject to the requirements of the report prepared by Geotech Professionals, reference 6440/05/AS, dated 28 March 2005, and any subsequent reports. Copies of the said report(s) will be held at the offices of the Council, Centreway Road, Orewa.

(limit on impermeable area) The maximum impermeable area on Lot 1 shall not exceed 455 square metres, unless a specific design for stormwater disposal is prepared by a Chartered Professional Engineer in terms of the requirements of the document "Management of Stormwater in Countryside Living (Rural and Town) Zones – A Toolbox of Methods" and approved in writing by the Consents Engineer. Copies of the said report and document are held at the offices of the Council, Centreway Road, Orewa.

(building restrictions - stormwater control) All stormwater from buildings and paved areas on Lot 1 shall be collected and disposed of in accordance with the report prepared by I L Watson, reference J1728, dated 13 September 2005. The collection and disposal system shall be installed prior to the erection of any buildings and shall thereafter be maintained to the specified capacity and standard in perpetuity.

(monitoring) The owners for the time being of Lots 1 and 2 shall pay to the Council the fair and reasonable costs incurred by the Council in monitoring the ongoing conditions of consent as they apply to the lots at not less than two-yearly intervals, unless required otherwise by a legitimate complaint. The owners will be advised of the costs, assessed under the Council's Schedule of Fees and Charges, as they fall due.

## SECOND SCHEDULE

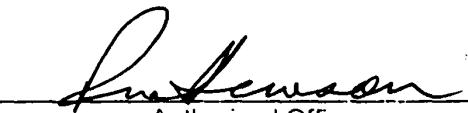
An estate in fee simple in 16.728 hectares more or less being Lot 2 DP 205708 comprised in Certificate of Title 134A/290(Pt) North Auckland Land Registry.

## THIRD SCHEDULE

Lots 1 and 2 DP 267330 totalling 16.7280 hectares in area.

DATED this 9<sup>th</sup> day of May 2007.

SIGNED for and on behalf of )  
the RODNEY DISTRICT COUNCIL )

  
Authorised Officer

SCHEME PLAN: R40241