



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

Identifier **846470**
Land Registration District **South Auckland**
Date Issued 27 August 2018

Prior References
725799

Estate Fee Simple
Area 23.2460 hectares more or less
Legal Description Lot 1 Deposited Plan 515771
Registered Owners
Andrew Leigh Taylor and Lisa Jane Lloyd Taylor

Interests

Subject to a right (in gross) to convey water over parts marked A, B and C on DP 515771 in favour of Waikato District Council created by Easement Instrument 9068698.3 - 22.5.2012 at 9:44 am

The easements created by Easement Instrument 9068698.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity, telecommunications and computer media over parts marked B, G, H, J, L and N on DP 515771 in favour of WEL Networks Limited created by Gazette Notice 10034225.1 - 17.4.2015 at 7:00 am
10296196.1 Encumbrance to New Zealand Transport Agency - 18.1.2016 at 4:50 pm

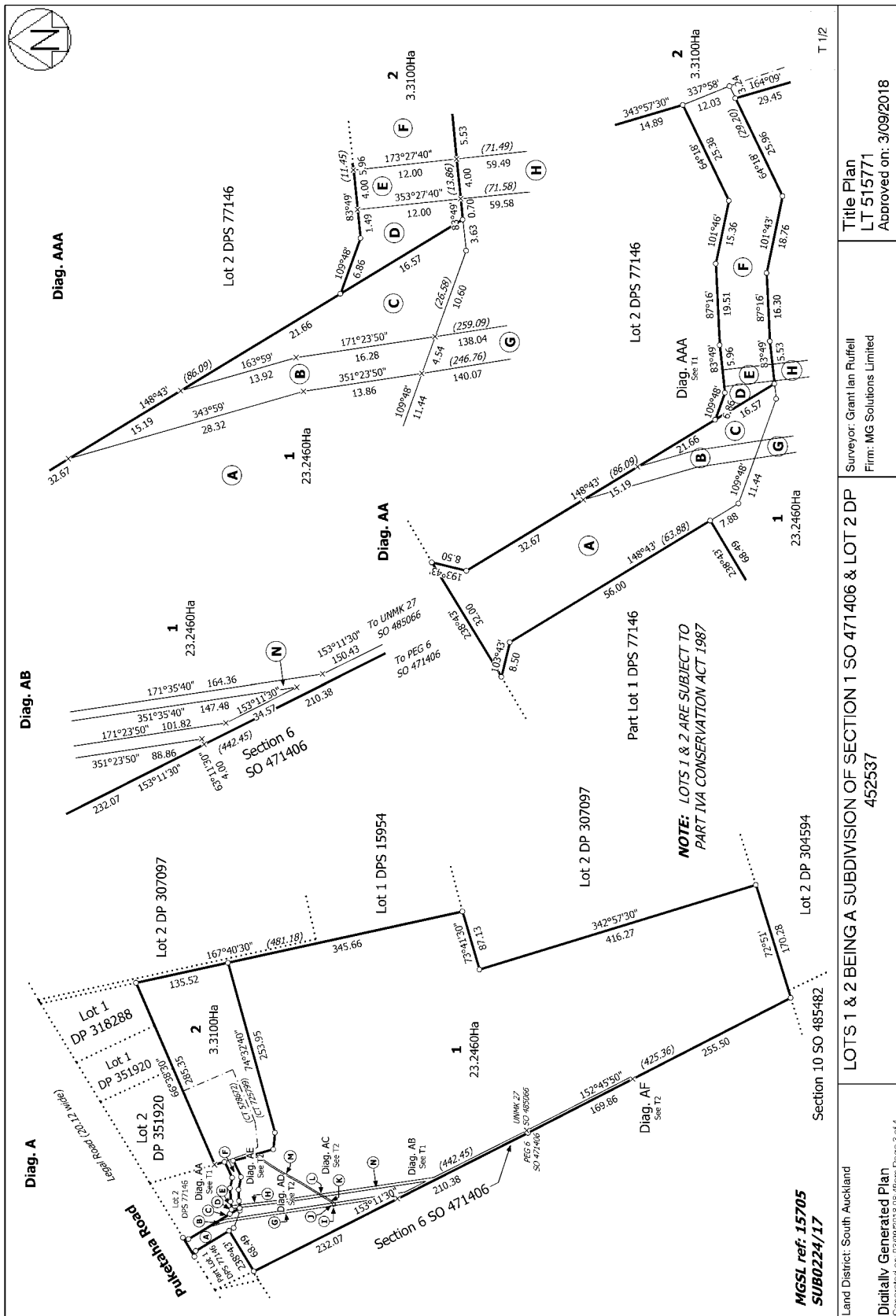
Subject to Part IVA Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

Subject to a right of way, a right to convey electricity, telecommunications and computer media and a right to drain water over parts marked A, B and C and a right to convey electricity, telecommunications and computer media over parts marked I, J, K, L and M all on DP 515771 created by Easement Instrument 11165347.3 - 27.8.2018 at 2:06 pm

Some of the easements created by Easement Instrument 11165347.3 are subject to Section 243 (a) Resource Management Act 1991 (see DP 515771)

13217368.2 Mortgage to Heartland Bank Limited - 14.2.2025 at 2:22 pm





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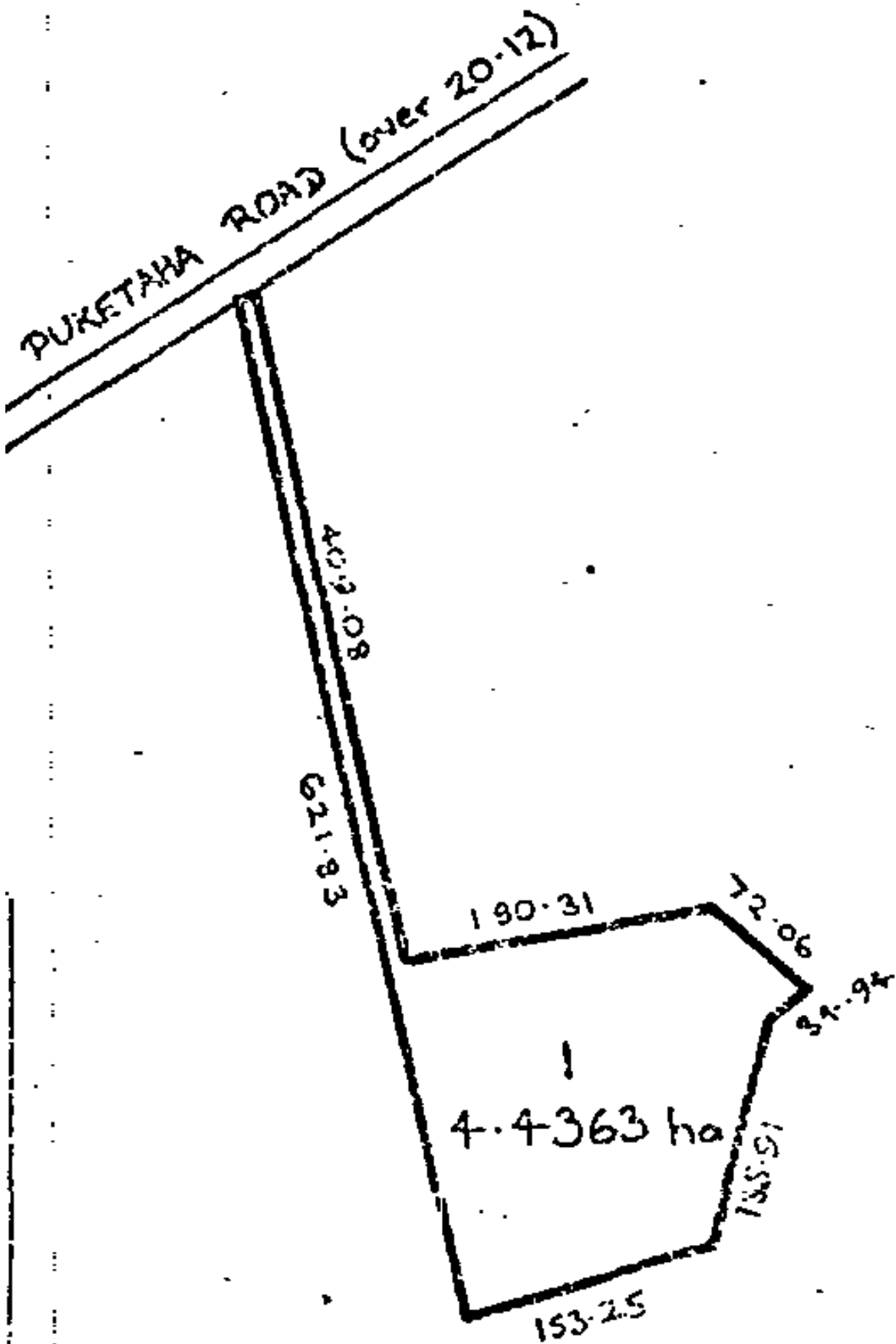
Identifier **SA16C/776**
Land Registration District **South Auckland**
Date Issued 08 January 1974

Prior References
SA718/5

Estate Fee Simple
Area 4.4363 hectares more or less
Legal Description Lot 1 Deposited Plan South Auckland
15954

Registered Owners
Malcolm Kenneth Macdonald

Interests





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

Identifier **27559**
Land Registration District **South Auckland**
Date Issued 12 November 2004

Prior References
SA50B/760

Estate Fee Simple
Area 60.7820 hectares more or less
Legal Description Lot 2 Deposited Plan 307097
Registered Owners
MacDonald Farming Trustees Limited

Interests

Approvals I hereby certify that this plan is correct and true to the District Council Survey of the Section 223 of the Resource Management Act 1991 on the day of <u>November</u> 2004. <u>W. J. Marshall</u> Authorised Officer Ref: 70 02 007 Pursuant to Section 224(4) of the Resource Management Act 1991, I hereby certify that all the conditions of the subdivision consent have been complied with to the satisfaction of the Waikato District Council. Dated this <u>3</u> day of <u>November</u> 2004. <u>W. J. Marshall</u> Authorised Officer		LT 307097 (Title Plan) DP 307097 DP 307097							
Survey Data New CT Allocated <table border="1"> <tr> <th>LOT</th> <th>CT Reference</th> </tr> <tr> <td>1</td> <td>27555</td> </tr> <tr> <td>2</td> <td>27555</td> </tr> </table> Class of Survey Lot 1 - Class 11 Lot 2 - Class 11		LOT	CT Reference	1	27555	2	27555	Survey Data Total Area <u>62 2280</u> ha Completed in <u>CT 508/790</u> I, <u>Reza Julian Cunningham</u>, being a person entitled to practice as a registered surveyor certify that: (a) The survey to which this consent relates is accurate and was undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1986. (b) This consent is accurate and the plan complies in accordance with the Act and these Regulations. Signed <u>Reza Julian Cunningham</u> Date <u>8 11 04</u> Field Book <u>DP 11006</u> Trans Book <u>DP 11006</u> Reference Plans <u>DP 11006</u>, <u>DP 9812</u>, <u>DP 9814</u>, <u>DP 9815</u>, <u>DP 9816</u>, <u>DP 9817</u>, <u>DP 9818</u>, <u>DP 9819</u>, <u>DP 9820</u>, <u>DP 9821</u>, <u>DP 9822</u>, <u>DP 9823</u>, <u>DP 9824</u>, <u>DP 9825</u>, <u>DP 9826</u>, <u>DP 9827</u>, <u>DP 9828</u>, <u>DP 9829</u>, <u>DP 9830</u>, <u>DP 9831</u>, <u>DP 9832</u>, <u>DP 9833</u>, <u>DP 9834</u>, <u>DP 9835</u>, <u>DP 9836</u>, <u>DP 9837</u>, <u>DP 9838</u>, <u>DP 9839</u>, <u>DP 9840</u>, <u>DP 9841</u>, <u>DP 9842</u>, <u>DP 9843</u>, <u>DP 9844</u>, <u>DP 9845</u>, <u>DP 9846</u>, <u>DP 9847</u>, <u>DP 9848</u>, <u>DP 9849</u>, <u>DP 9850</u>, <u>DP 9851</u>, <u>DP 9852</u>, <u>DP 9853</u>, <u>DP 9854</u>, <u>DP 9855</u>, <u>DP 9856</u>, <u>DP 9857</u>, <u>DP 9858</u>, <u>DP 9859</u>, <u>DP 9860</u>, <u>DP 9861</u>, <u>DP 9862</u>, <u>DP 9863</u>, <u>DP 9864</u>, <u>DP 9865</u>, <u>DP 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LOT	CT Reference								
1	27555								
2	27555								



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

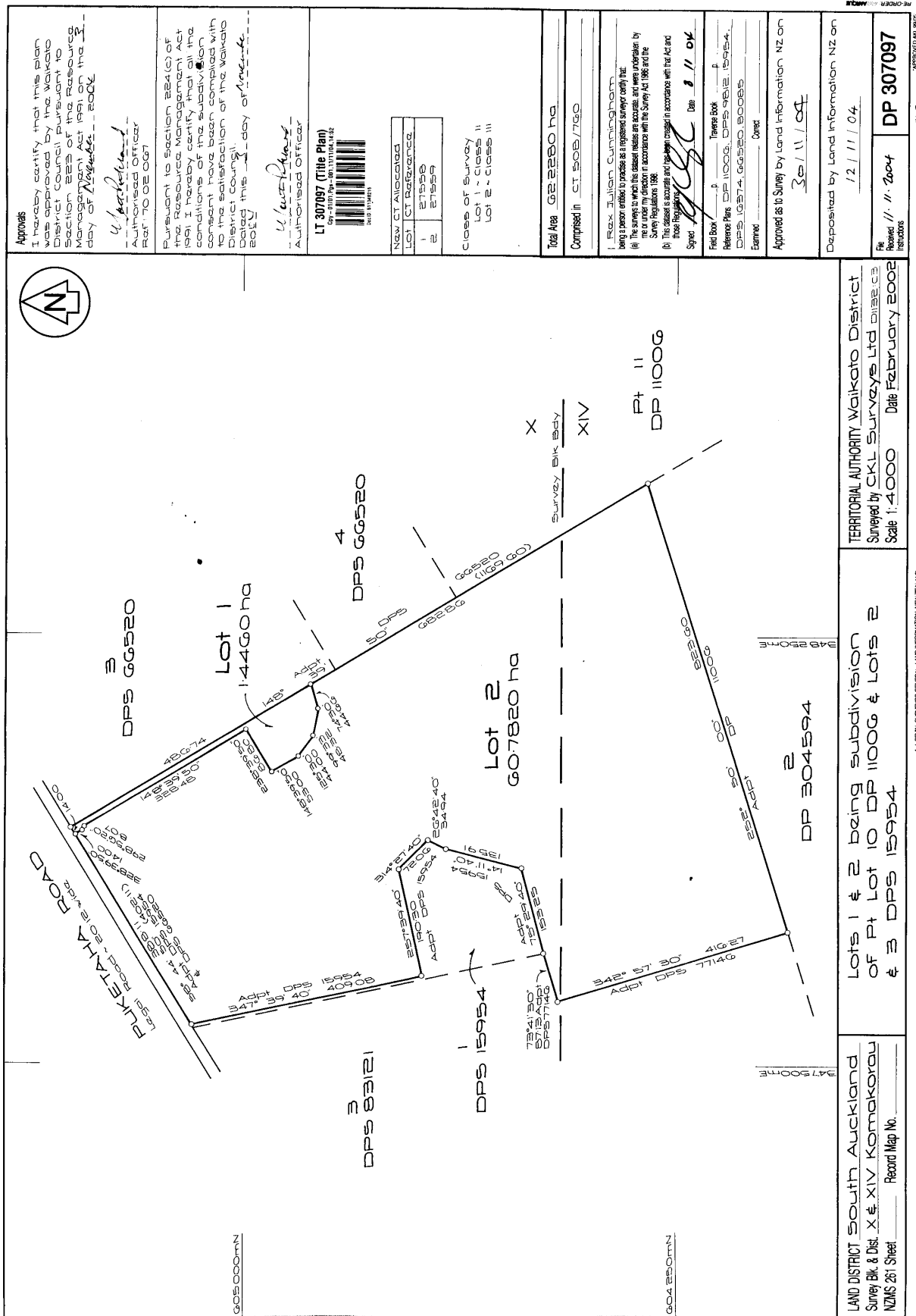
Identifier 27558
Land Registration District South Auckland
Date Issued 12 November 2004

Prior References
SA50B/760

Estate Fee Simple
Area 1.4460 hectares more or less
Legal Description Lot 1 Deposited Plan 307097

Registered Owners
Warwick Malcolm Dugald MacDonald, Kristen Mary MacDonald and Gregory William George Furniss

Interests
7090380.1 Mortgage to Bank of New Zealand - 30.10.2006 at 9:00 am





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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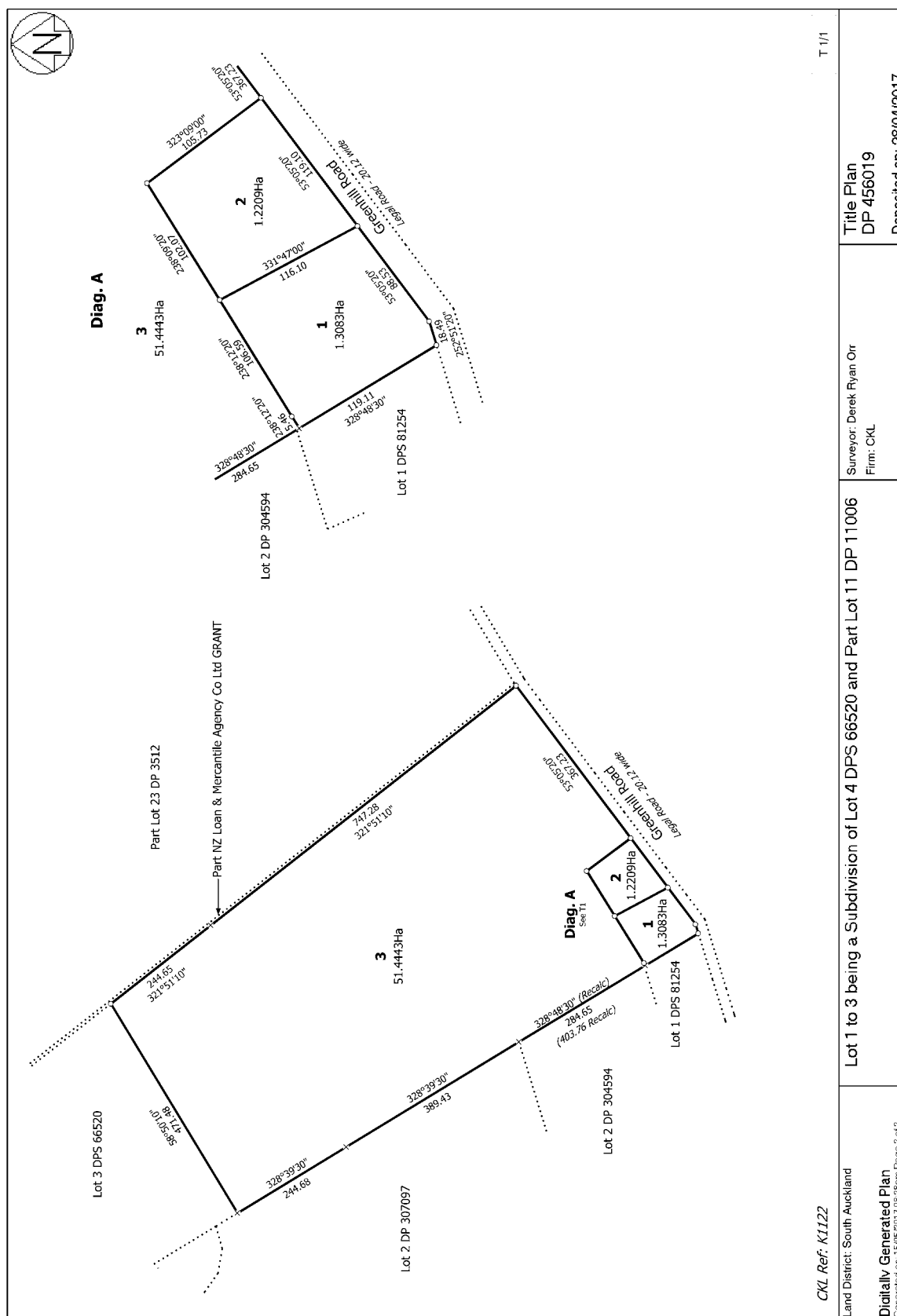

R.W. Muir
Registrar-General
of Land

Identifier **587943**
Land Registration District **South Auckland**
Date Issued 28 April 2017

Prior References
SA53D/544

Estate Fee Simple
Area 51.4443 hectares more or less
Legal Description Lot 3 Deposited Plan 456019
Registered Owners
Robyn Wendy Ballard as to a 3/10 share
Derek Wallace Finlay as to a 1/4 share
Ballard Corporate Trustee Limited and Accountants on London Trustees 2011 Limited as to a 9/20 share

Interests
Appurtenant hereto is a right to convey water and an electricity right created by Transfer B184931.7
Land Covenant in Easement Instrument 10763338.3 - 28.4.2017 at 1:23 pm





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

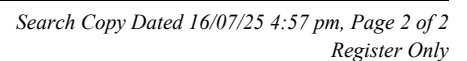
Identifier **1177690**
Land Registration District **South Auckland**
Date Issued 26 March 2024

Prior References
18435

Estate Fee Simple
Area 33.4700 hectares more or less
Legal Description Section 88 Survey Office Plan 572875
Registered Owners
Malcolm Kenneth Macdonald

Interests

5210644.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.5.2002 at 10:16 am
5210644.2 Bond pursuant to Section 108(2)(b) Resource Management Act 1991 - 7.5.2002 at 10:16 am
Subject to a right of way over part marked A on SO 572875 specified in Easement Certificate 5210644.4 - 7.5.2002 at 10:16 am
The easement specified in Easement Certificate 5210644.4 is subject to Section 243 (a) Resource Management Act 1991
10253522.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 16.11.2015 at 11:21 am
Appurtenant hereto is a right to drain water and a right to convey water created by Easement Instrument 10718827.2 - 28.3.2017 at 11:02 am





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **18434**
Land Registration District **South Auckland**
Date Issued 07 May 2002

Prior References
SA63D/340

Estate Fee Simple
Area 2.5670 hectares more or less
Legal Description Lot 1 Deposited Plan 304594
Registered Owners
Charles Ross Baker and Sherie Ann Baker

Interests

5210644.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.5.2002 at 10:16 am
5210644.2 Bond pursuant to Section 108(2)(b) Resource Management Act 1991 - 7.5.2002 at 10:16 am
Appurtenant hereto is a right of way specified in Easement Certificate 5210644.4 - 7.5.2002 at 10:16 am
The easement specified in Easement Certificate 5210644.4 is subject to Section 243 (a) Resource Management Act 1991
Subject to a right (in gross) to convey & drain water over part marked B on DP 304594 in favour of Waikato Regional Council created by Transfer 5210644.5 - 7.5.2002 at 10:16 am
Subject to a right to drain water over part marked B and C on DP 508844 and a right to convey water over part marked D on DP 508844 created by Easement Instrument 10718827.2 - 28.3.2017 at 11:02 am
10762900.2 Mortgage to Bank of New Zealand - 21.4.2017 at 3:14 pm

[illegible]



Waikato District
COUNCIL

CONSENT NOTICE PURSUANT TO SECTION 221 RESOURCE MANAGEMENT ACT 1991

The Registrar General of Land
South Auckland Land Registry

IN THE MATTER

of a Consent Notice pursuant to Section
221 of the Resource Management Act 1991

and

IN THE MATTER

of a subdivision Consent pursuant to
Sections 105, 108, 220, and 221 of the
Resource Management Act 1991

PURSUANT to section 252(1)(a) of the Local Government Act 1974, I, WARWICK LESLIE BENNETT Chief Executive of THE WAIKATO DISTRICT COUNCIL, hereby certify that by way of delegated authority conferred on Council Officers under Section 34(4) of the Resource Management Act 1991 the following Notice should be registered on the Certificate of Title for Lots 1 and 2 on Land Transfer Plan 304594 being a subdivision of Lot 1 on Deposited Plan S. 84849 comprised in Certificate of Title Volume 63D Folio 340 (South Auckland Registry).

THE Owner of the land (as defined in the Resource Management Act 1991) shall, on a continuing basis, ensure that:

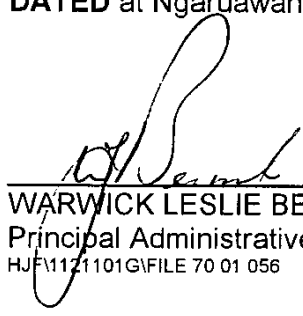
In respect of Lot 1

1. The foundations of any building(s) on Lot 1 be located, designed and constructed in accordance with the recommendations of the Geotechnical Reports prepared by Colin Jacobson, Worley Consultants, dated 22 September 2000 (ref: 51.906.91) and Meritec Ltd, dated 28 March 2001 (ref: 55.900.00). A copy of these reports can be obtained from the Waikato District Council.
2. Any on site waste water treatment and disposal system be located, designed and constructed in accordance with the recommendations made in the Geotechnical Report prepared by Colin Jacobson of Meritec, dated 28 March 2001 (ref: 55.900.00). A copy of this report can be obtained from the Waikato District Council.
3. A management plan for the operation and maintenance of the on site waste water treatment and disposal system be prepared and implemented by the Owner to the satisfaction of the Waikato District Council.

In respect of Lot 2

4. No spray irrigation of waste water onto the land on Lot 2 be undertaken within a 50 metre buffer from the legal boundary with Lot 1 or within 100 metres of the caretaker's cottage on Lot 1.

DATED at Ngaruawahia this *13th* day of *December* 2001



WARWICK LESLIE BENNETT
Principal Administrative Officer
HJF\112\1101G\FILE 70 01 056

BOND AND COVENANTS

(Pursuant to Parts VI and X of the Resource Management 1991)

GIVEN by

MARGARET PATRICIA MARY MACDONALD of Puketaha
JOHN STANLEY BIRCHAM of Puketaha
LYNDON FREDERICK CLEMENTS of Horsham Downs
MORRIS BRIAN BARLOW of Gordonton

IN FAVOUR of

THE WAIKATO DISTRICT COUNCIL a local authority duly
incorporated under the Local Government Act 1974

IN THE SUM of

\$5,500.00 (Five thousand five hundred Dollars)

PROPERTY

Greenhill Road, Hamilton

DATED

The 8th day of

February

2002

L

1 INTERPRETATION

In this Bond and Covenants:

"the Council"

means and includes THE WAIKATO DISTRICT COUNCIL
together with its successors and territorial authority for the
time being for the district within which the Land is situated.

"the Land"

means that described in the First Schedule and any part of it.

"the Owner"

means and includes:

~~Mr M. MacDonald, J.S. Bircham, L.F. Clements, and~~

~~M.B. Barlow~~

c/- M.K. MacDonald

154 Puketaha Road

R.D. 1

Hamilton

*Margaret Patricia Mary

**John Stanley

***Lyndon Frederick

****Morris Brian

together with their respective executors and administrators.

"Schedule"

refers to the several Schedules of this document.

"the Works"

means and includes all those described as such in the Third
Schedule and anything whether in the nature of works or
otherwise reasonably required by the Council to be performed
or provided by the Owner in terms of this document AND
obligations and covenants to be observed and performed by
more than one person shall bind those persons jointly and
severally.

BON 5210644.2 BOND UNDER LOCAL G
CPY-01/01.PGS-006.07/05/02.12:08



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Handwritten signatures and initials:
J.S. (John Stanley)
M.B. (Morris Brian)
L.F.C. (Lyndon Frederick Clements)
M.P.M. (Margaret Patricia Mary)

AND words importing the singular shall include the plural; and the masculine gender the feminine or neuter and vice versa; and words importing persons shall include any body corporate including companies and vice versa.

2 RECITAL OF CIRCUMSTANCES

- 2.1 THE** owner is registered as proprietor of an estate in fee simple in the land which is within the Council's district and described in the First Schedule hereto.
- 2.2 FOR** a resource consent in respect of the Land the Council has required a bond and covenants to be given pursuant to Parts VI and X of the Resource Management Act 1991.
- 2.3 THE** Owner has deposited with the Council the sum of \$5,500.00 (Five thousand five hundred Dollars) as security and for the purposes of this Bond.

3 THE BOND

BY THIS BOND the Owner **HEREBY ACKNOWLEDGES** that the owner is firmly bound to the Council in the sum of \$5,500.00 (Five thousand five hundred Dollars).

4 CONDITIONS OF THE BOND

PROVIDED the Owner completes the work within the time specified in the Third Schedule and fulfils all the conditions and obligations specified in the Second and Third Schedules to the reasonable satisfaction of the Council, the sum deposited with the Council as set out in Clause 2.3, or so much as remains to the Owner's credit, shall be refunded by the Council to the Owner. No interest will be paid on Bond monies held by the Council. The conditions and obligations of the Bond are not deemed to have been satisfied until the bond is discharged by the Council.

FIRST SCHEDULE ("the Land")

AN estate in fee simple in all that parcel of land containing 36.2555 hectares more or less being Lot 1 on Deposited Plan S. 84849 and comprised in Certificate of Title Volume 63D Folio 340 (South Auckland Registry).

Handwritten signatures and initials:
JLB
MH
MBB
L7C

SECOND SCHEDULE ("the Covenants")

THE owner covenants in favour of the Council as follows:

- 1 THE** Owner shall have the works carried out and completed in strict accordance with plans and specifications and any timetable or programme of performance first approved by the Council and to the satisfaction of the Council; and
- 2 THE** liability of the Owner hereunder shall not be released, varied or affected in any way by any delay, extension of time or other indulgence to the Owner or suffered or permitted by the Council or by any delay failure or neglect of the Council to enforce these presents or any obligation of the Owner hereunder; and
- 3 THE** powers, rights and remedies hereby conferred upon and given to the Council are in addition to and not in substitution for all other powers, rights and remedies conferred upon it by any Act of Parliament or any regulations made thereunder or bylaw of the Council, and the exercise of any power, right or remedy under these presents shall not prejudice the Council's authority to exercise any such powers, rights or remedies; and
- 4 WITHOUT** limiting its obligations and liabilities hereunder the Owner shall at its own cost effect and maintain policies of insurance fully insuring the Council and the Owner against all claims and liabilities whether under statute or at common law in respect of damage to or loss of any real or personal property of any description whatsoever arising out of or caused in the course of or caused by the execution of the Works.
- 5 IN** undertaking the works the owner shall comply with all requirements of the Health and Safety in Employment Act 1992 and indemnify the Council to the full extent permitted by the law against liability or loss arising directly and indirectly to the Council under or by virtue of the Act as a consequence of the works or anything undertaken by any person pursuant, or relative to this Bond.
- 6 THE** Owner shall forthwith upon first request pay the Council's legal costs and disbursements on a solicitor and client basis in respect of settling the terms and conditions, and the preparation, execution, operation, enforcement, any variation and the ultimate release hereof and of any action or proceedings relative hereto.

THIRD SCHEDULE ("the Works")

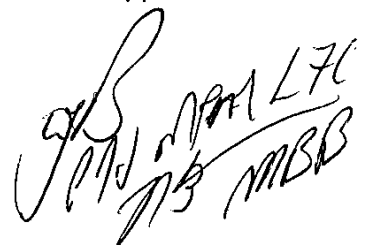
THE provision and performance to the Council's reasonable satisfaction by **31 January 2004** of the following works:

In respect of Council's resource consent dated 13 July 2001:

Vehicle Entrance

(Estimated cost: \$3,000.00)

1. The existing vehicle entrance to Lot 1 on Land Transfer Plan 304594 shall be upgraded for anticipated bus use and shall be located as indicated on the approved plan.

Handwritten signature and initials, possibly reading 'JMB L7C' and 'MBB'.

2. The existing vehicle entrance to Lot 2 on Land Transfer Plan 304594 shall be upgraded to a sealed standard heavy commercial vehicle entrance and located as indicated on the approved plan.
3. Both vehicle entrances shall be constructed in accordance with Waikato District Council Plan No. TSG-E1, to the satisfaction of the Council.
4. The surface of the sealed vehicle entrances shall be two coat chip seal, constructed with 180/200 grade bitumen and G3 and G5 chip. The seal shall extend not less than 5 metres from the edge of the existing seal, or to the property boundary if that is more than 5 metres.

Landscaping and Screen Planting:

(Estimated cost: \$2,500.00)

1. The Owner shall undertake landscaping and screen planting works in accordance with the landscaping plan prepared by Brian Saunders Landscape Planners Ltd. and received by the Council on 5 December 2001.

TOGETHER WITH:

- (a) **ALL** necessary or desirable works associated with the works described above, including on any road (including road repairs) or property adjoining or near the Land affected by the Works; and
- (b) **THE** provision to the Council as and when requested of such reports, plans, specifications, documentation and certificates acceptable to the Council; and
- (c) **THE** payment of all lawful fees and charges of the Council relative to the Works and any exercise by the Council of its rights and powers under the Second Schedule by statute or otherwise; and
- (d) **THE** securing, maintenance and due performance of any permit, licence, right or authority which may be necessary or desirable for the performance of the Works by or for the Owner or the Council, and the observance and performance of any conditions applying to any such permit, licence, right or authority

AND it is specifically expressed that performance of the Works shall require at all times the highest practicable standards of performance with particular regard to environmental, visual and aural impact and the safety and convenience of all persons directly or indirectly affected by the Works.

SIGNED BY
MARGARET PATRICIA MARY MACDONALD)
 in the presence of:)

MALCOLM KENNETH MACDONALD
 Name of Witness

6 DAISY ST RAGLAN
 Address

FARMER
 Occupation

M MacDonald

AK Macdonald
JB
PN

SIGNED BY
JOHN STANLEY BIRCHAM
in the presence of:

MALCOLM KENNETH MACDONALD
Name of Witness

6 DAISY ST RAGLAN
Address

FARMER
Occupation

)
)
)
JS Bircham

WKM MacDonald

SIGNED BY
LYNDON FREDERICK CLEMENTS
In the presence of:

Rebecca Lynn Calhoun
Name of Witness

9908 King George Dr. Manassas, VA 20109-3210
Address

Student (CURRENTLY RESIDING AT
Occupation POTOTUNA RDI HAMILTON N.Z.)

)
)
)
L F Clements

Rebecca L. Calhoun

SIGNED BY
MORRIS BRIAN BARLOW
In the presence of:

MALCOLM KENNETH MACDONALD
Name of Witness

6 DAISY ST RAGLAN
Address

FARMER
Occupation

)
)
)
MB Barlow

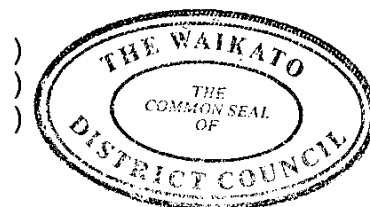
WKM MacDonald

The COMMON SEAL of THE
WAIKATO DISTRICT COUNCIL was
hereunto affixed in the presence of:

P J Harris
Mayor

WKM MacDonald
Chief Executive

GT2011706G



DATED

8 February

2002

BETWEEN: THE WAIKATO DISTRICT COUNCIL

("the Council")

AND:

MARY PATRICIA MACDONALD
JOHN STANLEY BIRCHAM
LYNDON FREDERICK CLEMENTS
MORRIS BRIAN BARLOW

("the Owner")

BOND AND COVENANTS

GJ2011706G

(2) BON \$38



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EASEMENT CERTIFICATE

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

L We ^{Mary} Margaret ~~Mary~~ Patricia MACDONALD, John Stanley BIRCHAM, Lyndon Frederick CLEMENTS and Morris Brian BARLOW

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 **SOUTH AUCKLAND** on the day of **2002** under No. **304594** are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952. L

SCHEDULE DEPOSITED PLAN NO. 304595 L

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 2	"A"	Lot 1	63D/340 18434 18435 L

MPB MPM JB LFC



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.

~~L Rights and powers:~~

SIGNED by the abovenamed
MORRIS BRIAN BARLOW
in the presence of:

) *MB Barlow*
)
)

MALCOLM KENNETH MACDONALD

AK Macdonald

FARMER

Raglan

L

SIGNED by the abovenamed
JOHN STANLEY BIRCHAM
in the presence of:

)
)
)

J. Bircham

MALCOLM KENNETH MACDONALD

AK Macdonald

FARMER

Raglan

L

SIGNED by the abovenamed
**LYNDON FREDERICK
CLEMENTS** in the presence of:

)
)
)

L F Clements

MALCOLM KENNETH MACDONALD

AK Macdonald

FARMER

Raglan

L



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

Dated this 21st day of February 2002

Signed by the above-named

MARGARET PATRICIA MARY MACDONALD

MP Macdonald

in the presence of

Witness *Mr Dixon* - (MICHAEL FRASER DIXON)
Occupation *Solicitor* (Solicitor)
Address *Hamilton* (Hamilton)

Correct for the purposes of the Land Transfer Act 1952

Mr Dixon
(Solicitor for) the registered proprietor:

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



EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting
SWARBRICK DIXON BARRISTERS & SOLICITORS P O BOX 19010 DX GP 20027 HAMILTON

Auckland District Law Society
REF: 4050 /4

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

④ EC \$38

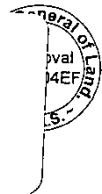
WRL 1368

TRANSFER
Land Transfer Act 1952

E 5210644.5 GRANT OF EASEMENT HT
CPV-01/01.PGS-006.07/05/02.12:01



DocID: 510372095



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

Land Registration District

SOUTH AUCKLAND

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

18434

All

Transferor Surnames must be underlined or in CAPITALS

Margaret Patricia Mary MACDONALD, John Stanley BIRCHAM, Lyndon Frederick CLEMENTS and Morris Brian BARLOW

Transferee Surnames must be underlined or in CAPITALS

WAIKATO REGIONAL COUNCIL

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

Easement in Gross for Water (continued of page 2 of annexure schedule)

Consideration

\$1.00

Operative Clause

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

Dated this 21 day of March 2002

Attestation

	Signed in my presence by the Transferor Margaret Patricia Mary MACDONALD
	Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name MICHAEL FRASER DIXON
	Occupation SOLICITOR
	Address HAMILTON
(Continued on page 4 annexure schedule)	
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952

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

REF: 4135 /2

Solicitor for the Transferee

Annexure Schedule



Insert below

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

Transfer

Dated

21.3.2002

Page

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Pages

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

THE Transferor has agreed to transfer and grant to WAIKATO REGIONAL COUNCIL ("The Transferee") an Easement under part of the said land for the conveyance of water from land in the District of Waikato through the said land for disposal in such manner as the Transferee shall from time to time determine.

PURSUANT to the above premises and in consideration of the sum of one dollar paid to the Transferor by WAIKATO REGIONAL COUNCIL (the receipt of which sum is hereby acknowledged) the Transferor DOES HEREBY TRANSFER AND GRANT as an Easement in Gross unto the Transferee on the following terms to allow the Transferee:-

- (a) Full and free right for all time to carry and convey water which WAIKATO REGIONAL COUNCIL may from time to time so wish to dispose of through into and along the pipes and/or concrete conduits under that portion of the said land marked "B" on plan DP 304594 ("the easement land").
- (b) For such purpose from time to time to dig up to any depth and again fill in the soil of that portion of the easement land.
- (c) To alter replace repair or maintain the pipes or concrete conduits thereunder.
- (d) To lay down construct erect or make under such portion of the said land at a depth of not less than 450 mm pipes or concrete conduits of such sizes as the Transferee shall think fit for carrying or conveying water with such manholes valves and surface boxes as the Transferee may consider necessary.
- (e) For such purposes to have the full right of access across the remainder of the said land to do any such work from time to time to repair and maintain all works in connection therewith.
- (f) Full power and authority for the Transferee its servants and agents with or without vehicles and machines at any time for any of the purposes aforesaid to enter and remain upon such portions of the said land as shall therefore be necessary and generally to do and perform such acts and things in or upon the said land as may be necessary or proper for or in relation to any of the purposes mentioned.

AND FOR THE CONSIDERATION AFORESAID the Transferee covenants with the Transferor as follows:

1. THAT nothing in this Transfer shall impose any obligation on the Transferee in respect of the day to day care of the drainage strip nor for keeping maintained, cleared or repaired any open drains, lines of pipes or culverts.

2. THAT in the event of the Transferee desiring to enter into and upon the said land for the purpose of repairing any pipes or conduits at present installed therein or of laying down constructing or erecting any new pipes or conduits the Transferee shall give the Transferor reasonable notice in writing of its intention to perform the said work and will carry out and complete such work with as little disturbance as possible to the surface of the said land and upon completion of any such work will restore the surface thereof as nearly as possible to that pertaining when such work was commenced and in particular will:

- (a) If requested by the Transferor place any excavated spoil on any such truck, tractor or trailer or other suitable means of conveyance which is made available for that purpose by the Transferor, and at the cost and risk in all things of

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

MSR *MSB* *JB* *L7C* *JD*

Annexure Schedule



Insert below

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

Transfer

Dated

21.3.2002

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Pages

the Transferor PROVIDED THAT the Transferee shall have no obligations in this regard if the means of conveying spoil is not available in a timely and reasonable fashion after reasonable notice has been given; or

(b) Evenly spread excavated spoil on the easement land.

3. THAT the Transferee will from time to time repair make good all damage to fences hedges trees shrubs gates drains or other improvements in upon or around the said land caused by the carrying out by the Transferee of any of the works hereinbefore mentioned AND THE TRANSFEROR covenants with the Transferee as follows:

4. THAT the Transferor throughout the currency of this grant will not do permit or cause or suffer anything which may in any way whatever limit interfere with or detract from the exercise by the Transferee of any of the rights hereby granted, in particular (but without being limited to such matters) the Transferor will not:

(a) build, construct, erect or place any building or structure except as designed and constructed or performed with prior written consent from, and to the satisfaction of the Transferee PROVIDED HOWEVER no such consent shall be required for the erection of a fence which is less than 1.2 metres high and which includes a gate or gates such that access by the Transferee, its employees, workmen and agents in accordance with the rights and powers implied or contained in this Transfer are not unduly impeded. The Transferee may in its absolute discretion agree to a retention of any buildings or other improvements situated on the easement land at the date of the execution of this Transfer PROVIDED THAT no consent will be given if the building or other improvement will unduly interfere with the rights and obligations of the Transferee granted or created by this Transfer;

(b) deposit any fill or seal on the easement land;

(c) pave, seal or plant or grow any trees or shrubs on the easement land but will ensure it is grassed and maintained in a neat and tidy condition;

(d) lay any pipes and cables for electricity, gas and telephone through the easement land other than at a depth and location first approved by the Transferee.

5. THAT the Transferee shall erect and maintain a suitable stock proof fence parallel to any open drain or line of pipes and at a distance from it of not more than 1 metre and to a height of not more than 1.2 metres from ground level PROVIDED THAT the Transferor shall have no obligations under this clause if no stock is kept on the land adjacent to the easement land and where the easement land is maintained as a lawn.

6. THAT nothing contained in this transfer shall be deemed to abrogate or restrict any of the rights powers or remedies vested in the Transferee by any statute and in particular by the Land Drainage Act 1908, the Local Government Act 1974, the Public Works Act 1981, the Land Transfer Act 1952, and the Resource Management Act 1991 or any of them or any amendment thereof or any act or acts passed in substitution therefore.

7. THAT the Transferee shall have the rights and powers in respect of the right to drain water which are set out in clauses 3 and 5 of the Seventh Schedule of the Land Transfer Act 1952 PROVIDED HOWEVER that paragraph 5 of the Seventh Schedule of the Land Transfer Act is varied by deleting from subparagraph (b) the words "or over", and by deleting the words in subparagraph (c) reading "or where only the position of the pipeline is defined in the easement" and substituting for them the word "and".

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

Initials and signatures of signing parties and witnesses/solicitors.

Annexure Schedule



Insert below

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

Transfer

Dated

21. 3. 2002

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8. THAT any dispute or difference between the Transferor and the Transferee, whether as to the correct interpretation of this Transfer or as to the rights or liabilities of other party to it, shall be determined by a single arbitrator and in accordance with the Arbitration Act 1996 or any statutory modification or reenactment of it.

AND IT IS HEREBY DECLARED AND AGREED by and between the parties that nothing herein contained or implied shall be deemed to compel the Transferee to conduct water through the said pipes or conduits and that the Transferee may discontinue such drainage at will.

IN WITNESS WHEREOF these presents have been executed the 21st day of March 2002

SIGNED by John Stanley BIRCHAM

as Transferor in the
presence of:

)
)
)

J. Bircham

MALCOLM KENNETH MACDONALD

M. K. Macdonald

FARMER Raglan

SIGNED by Lyndon Frederick CLEMENTS

as Transferor in the
presence of:

)
)
)

L. F. Clements

MALCOLM KENNETH MACDONALD

M. K. Macdonald

FARMER

Raglan

SIGNED by Morris Brian BARLOW

as Transferor in the
presence of:

)
)
)

M. B. Barlow

MALCOLM KENNETH MACDONALD

M. K. Macdonald

FARMER. Raglan

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

MBB Barlow *MA Macdonald* *MF Clements* *MB Barlow*

Annexure Schedule



Insert below

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

Transfer

Dated

21.3.2002

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of

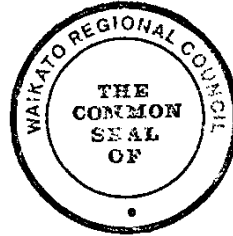
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Pages

THE COMMON SEAL of WAIKATO REGIONAL

~~DISTRICT~~ COUNCIL

was hereunto affixed in the
presence of :



Chairperson (Deputy)

Councillor

Chief Executive (Deputy)

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

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



TRANSFER

Land Transfer Act 1952

Law Firm Acting
SWARBRICK DIXON BARRISTERS & SOLICITORS P O BOX 19010 DX GP 20027 HAMILTON

Auckland District Law Society
REF: 4135 /4

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(except for "Law Firm Acting")

57 \$128

View Instrument Details



Instrument No 9068698.3
Status Registered
Date & Time Lodged 22 May 2012 09:44
Lodged By De Ridder, Christine Joy
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers **Land District**
578671 South Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage 6199963.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Stuart Alexander Barraclough as Grantor Representative on 04/05/2012 03:56 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 Stuart Alexander Barraclough as Grantee Representative on 04/05/2012 03:57 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)

Grantor

EVELYN ROSE TAYLOR and ANDREW LEIGH TAYLOR

Grantee

WAIKATO DISTRICT COUNCIL

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 of 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 to convey water	"D" on DP 452537	Lot 1 DP 452537 (CT 578671)	In Gross

Insert instrument type

Easement Instrument

Page

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of

5

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

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

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

The implied rights and powers are hereby **varied, negatived, added to, substituted** by:

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

[The provisions set out in the Annexure Schedule]

Covenant provisions

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

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

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

[Annexure Schedule]

Annexure Schedule

Grant of Rights, Powers and Privileges

1. The Grantee shall have the full free uninterrupted and unrestricted right at all times hereafter:
 - (a) to take and convey water in a free and unimpeded flow (except during periods of necessary cleaning and repairing) through the Easement Facility and over the servient land;
 - (b) to lay, make, construct, maintain, alter or repair the Easement Facility as the Grantee shall from time to time think fit

Insert instrument type

Easement Instrument

Page

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

2. The Easement Facility referred to in 1(a) and (b) is the Easement Facility laid or to be laid along the area marked "D" on Deposited Plan 452537 ("Stipulated Area")
3. For the purpose of performing any duty or in the exercise of any rights implied in this Easement instrument, the Grantee may:
 - (a) enter upon the servient land by the most practicable route from the nearest public street across any part of the servient land;
 - (b) remain on the servient land for a reasonable time for the purposes of completing any work;
 - (c) bring on to the servient land such materials, tools, equipment, machinery, vehicles or other things which may be necessary for the purposes of completing the necessary work;
 - (d) leave any vehicle or equipment on the servient land for a reasonable time if work is proceeding;
 - (e) sink and make trenches and shafts on the Stipulated Area;
 - (f) excavate any clay, gravel, shingle, stones and earth from the Stipulated Area;
 - (g) inspect, maintain, cleanse, repair, extend, remove, enlarge or replace the Easement Facility;
 - (h) generally do and perform such acts and things in or upon the Stipulated Area as may be necessary or proper for or in relation to any of the purposes of this easement.
4. The Grantee shall:
 - (a) give the Grantor reasonable notice in writing of its intention to perform any work (including inspection) on the Easement Facility unless an extreme emergency requires immediate action.
 - (b) remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the Stipulated Area;
 - (c) upon the Grantee disturbing the surface of the Stipulated Area for any reason, without delay restore the same as nearly as possible to its original condition;

Insert instrument type

Easement Instrument

Page

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

- (d) repair and make good any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights granted by this Easement Instrument but the Grantee shall not be:
 - (i) responsible for the cost of removing or damaging any fence, building or improvements or trees upon, or any tree roots growing within, the Stipulated Area, as prohibited under clause 5.
- 5. The Grantor will not permit, or cause, or suffer anything which may in any way limit, interfere with, or detract from, the exercise by the Grantee of any of the rights granted and in particular (but without being limited to such matters) the Grantor will not:
 - (a) build, construct, erect or place any building or structure (including any fence or gate) on the Stipulated Area, without prior written consent from and to the satisfaction of the Grantee;
 - (b) pave seal or plant or grow any trees or shrubs or allow any tree roots within the Stipulated Area but will ensure it is grassed and maintained in a neat and tidy condition.
 - (c) deposit any fill or seal on the Stipulated Area;
 - (d) lay any pipes and cables for electricity, gas and telephone through the Stipulated Area other than at a depth and location first approved by the Grantee.
- 6. The Easement Facility and any other structures, plant or equipment erected or installed by the Grantee on the Stipulated Area shall be the property of the Grantee.
- 7. Nothing contained or implied in this Easement Instrument shall be construed so as:
 - (a) to compel the Grantee to exercise all or any of the rights granted by this Easement Instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will;
 - (b) to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.
- 8. Where there is a conflict between the provisions of paragraphs 1-7 and/or 8 hereof ("the Modification") and the provisions of the Fourth Schedule of the Land Transfer Regulations 2002, the Modifications must prevail.

ANNEXURE SCHEDULE – CONSENT FORM¹**Land Transfer Act 1952 section 238(2)**

Person giving consent
(Surname must be underlined or in CAPS)

Capacity and interest of Person giving consent
(eg Mortgagee under Mortgage No.)

Westpac New Zealand Limited

As Mortgagee under Mortgage No: 6199963.2

Consent

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

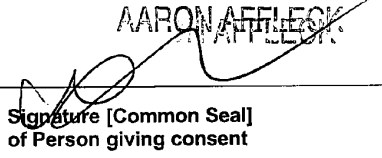
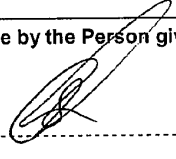
[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

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

the subdivision of the land comprised in Lot 3 Deposited Plan South Auckland 83121 and the creation of easements of right of way, right to convey electricity, telecommunications and computer media and right to convey water (in gross) in terms of Deposited Plan 452537 (South Auckland Registry)

Dated this 20 day of April 2012

Attestation

 AARON AFFLECK Signature [Common Seal] of Person giving consent	Signed in my presence by the Person giving consent 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Sandra Rae Occupation BANK OFFICER Address WESTPAC CHRISTCHURCH

CJD-251635-12-107-V1

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

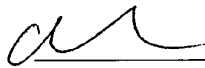
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Aaron Affleck, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Aaron Affleck

this 20 April 2012



DocID: 515581578

Easement Granting a Right to Convey Electricity, Telecommunications and Computer Media—Puketaha Road, Waikato District

Pursuant to section 48 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 easement of right to convey electricity, telecommunications and computer media in gross described in the Second Schedule to this notice is granted in favour of WEL Networks Limited over the land described in the First Schedule to this notice on the terms and conditions set out in the Third Schedule to this notice, excepting the right of revocation without compensation on three months' notice in writing on the date of publication hereof in the *New Zealand Gazette*.

South Auckland Land District—Waikato District

First Schedule

The Grantor's Land

Area ha	Description
33.3560	Sections 1 and 2 SO 471406; comprised in Computer Freehold Register 685477.

Second Schedule

Easement to be Granted

An easement of right to convey electricity, and right to convey telecommunications and computer media in gross in, over, through and below that part of Section 1 SO 471406; marked "A" on SO 485066.

An easement of right to convey electricity, and right to convey telecommunications and computer media in gross in, over, through and below that part of Section 2 SO 471406; marked "B" on SO 485066.

Third Schedule

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are varied by the provisions set out in the Third Schedule.

Terms and Conditions

Definitions

1. "Land" means the Servient Tenement identified in the First Schedule to this notice.
2. "Grantor" means Her Majesty The Queen for use in connection with a road, and includes her successors in title.
3. "Grantee" means WEL Networks Limited and includes its subsidiaries or related companies and their successors, assigns, licensees, and where appropriate, their employees, contractors, surveyors, engineers, invitees and inspectors.
4. "Easement Land" means that part of the Land shown in the Second Schedule to this notice.
5. "Equipment" means all things used or intended to be used as, or ancillary to, a physical medium for transmitting and/or conveying electricity, telecommunications and computer media. It includes (but is not limited to):
 - a. wires, lines, cables, poles, masts, transformers, antennas, receivers, machinery, insulators, tunnels, foundations, supports, ducts, pipes, casings, terminal boxes, housings, software, fixtures or other equipment or materials used, intended to be used or supporting or ancillary to the generation, conversion, conveyance, transmission, broadcasting, emission or reception of electricity, telecommunications, computer media, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature incidental; and
 - b. any part of any Equipment; and
 - c. "Works" as defined by the Electricity Act 1992; and
 - d. "Works" as defined by the Telecommunications Act 2001.

Grants

6. The Grantor grants to the Grantee a right to convey electricity and a right to convey telecommunications and computer media as perpetual easements in gross ("Easements") in, over, through and below the Easement Land.

Terms

7. The Grantee shall have the following rights and powers:
- to use the Equipment to convey, conduct, send, distribute, pass, convert, transport, transmit and receive electricity, telecommunications and computer media, on, over and under the Easement Land free of interruption or impediment;
 - to lay, erect, construct, maintain, replace, alter, add to, upgrade, retain and remove Equipment on, over and under the Easement Land;
 - to enter and remain on the Land with or without machinery and/or vehicles for the purposes of placing, laying, erecting, constructing, maintaining, inspecting, repairing, renewing, adding to, upgrading, replacing, altering or removing the Equipment and excavating or removing soil and vegetation and opening up the soil of the Land and make any cuttings, fillings, grades, batters or trenches, and to reopen the same and generally do such things on the Land for the purposes of exercising the Grantee's rights under this instrument as the Grantee considers reasonable;
 - to erect gates, fences and other protective barriers around the Equipment;
 - to keep the Easement Land clear of vegetation (including trees and shrubs);
 - to enter and exit the Land by any access point the Grantee considers reasonable to exercise its rights under this instrument or to gain access to its Equipment situated on adjoining land.
8. When exercising its rights and powers, the Grantee will:
- give the Grantor reasonable notice of its intention to enter the Land. In the case of an emergency the Grantee may enter the Land without notice;
 - cause as little disturbance to the Land as is reasonably possible;
 - restore the Land as close as is reasonably possible to its condition before the Grantee exercised its rights under this instrument. The Grantor acknowledges exercise of some rights may require significant earthworks and disruption and such earthworks and disruption are not a breach of this clause.
9. The Grantor will not without the Grantee's written permission:
- erect or permit to be erected any improvements on the Easement Land including buildings and fences;
 - grow or permit to be grown any vegetation (including trees and shrubs) on the Easement Land;
 - excavate or deposit material on the Easement Land; and
 - do anything on the Easement Land that may interfere with, restrict or adversely affect the rights of the Grantee under this instrument or the efficient operation of its Works or Equipment or endanger the continuity or safety of supply of electricity, telecommunications and computer media;
 - grant any easement, right or interest in the Easement Land to any third party.
10. The rights recorded in this instrument are not in substitution for and are without prejudice to any statutory rights and/or authorities the Grantee has from time to time in respect of the Land.
11. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the modifications in this instrument, the modifications prevail. The rule of construction known as the *contra proferentem* rule does not apply to this instrument.
12. The Equipment and any other property of the Grantee remains the sole property of the Grantee and will not for any reason become the property of the Grantor.
13. The Grantee may assign, transfer, lease or licence all or any part of its rights under this instrument without needing to obtain the consent of the Grantor.
14. There is no power in this instrument for the Grantor to terminate any of the Grantee's rights due to the Grantee breaching any term of this instrument or for any other reason. It is the intention of the parties that the Easements will subsist for all time unless they are surrendered.

15. Clause 14(c) of the Fourth Schedule of the Land Transfer Regulations 2002 is amended by deleting the reference to 14 working days and replacing it with 60 days.
16. Each party's liability under this instrument is limited to the direct and actual costs of the other party, to a maximum of \$1,000,000.00 per event or series of related events, and \$2,000,000.00 in any 12 month period, and specifically excludes indirect, consequential, or economic loss; and loss of profit.
17. The Grantor waives and will not at any time claim any compensation from the Grantee whether under the provisions of any statute or Regulation or otherwise in respect of the exercise by the Grantee of its rights under this instrument.

Dated at Wellington this 9th day of April 2015.

K. McPHAIL, for the Minister for Land Information.

(LINZ CPC/2008/12733)

2015-ln2252

MANUAL DEALING LODGEMENT FORM

Landonline User ID: opusicha

LOGGING FIRM: Opus International Consultants

Private Individual: Address: Private Bag 3057
Hamilton 3240

ASSOCIATED FIRM:

Client Code / Ref: Dave Quill

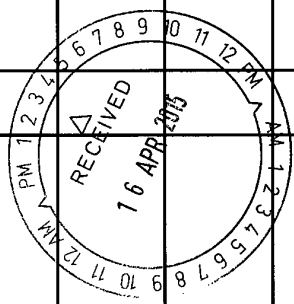
Dealing/SUD Number:
(LINZ use only)

Priority Barcode/Date Stamp
(LINZ use only)

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	685477	GN	HM Queen	\$0.00				
2								
3								
4								
5								
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):				Subtotal				
Original Signatures? _____				Total for this dealing				
				Less fees paid on Dealing # _____				
				Debit my Landonline account for (Only available for Landonline customers) 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)				
				\$0.00				



* 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.

View Instrument Details



Instrument No	10253522.1
Status	Registered
Date & Time Lodged	16 November 2015 11:21
Lodged By	Pomana, Georgina Mary
Instrument Type	Compensation Certificate



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers	Land District
18435	South Auckland
SA64D/978	South Auckland
SA64D/979	South Auckland

Annexure Schedule: Contains 1 Page.

Signature

Signed by Joanna Dorothy Cassidy as Crown or Local Authority Representative on 16/11/2015 11:19 AM

*** End of Report ***



To Registrar-General of Land
[name] Land Registration District

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

Unique Identifier(s)	All/Part	Area/Description of part or stratum
CFR SA64D/979	All	20.6038 hectares more or less being Part Lot 1 Deposited Plan South Auckland 83575 marked "B" on the TPG Land requirement Plan attached to the Agreement.
CFR SA64D/978	All	12.0000 hectares more or less being Part Lot 2 Deposited Plan South Auckland 82276 marked "A" on the TPG Land Requirement Plan attached to the Agreement.
CFR 18435	All	33.6800 hectares more or less being Part Lot 2 Deposited Plan 304594 marked "C" on the TPG Land Requirement Plan attached to the Agreement.

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

File reference	CPC/2009/14174
Agreement reference	CPC/2009/14174
Date of agreement	9/11/15
Inspection location	Land Information New Zealand Level 7, Radio New Zealand House 155 The Terrace, Wellington, 6145 Phone: (04) 460 0110
Hours for inspection	09.00 to 16.00, Monday to Friday (except public holidays)
Names/addresses of affected parties [ie other than the Minister]	MK MacDonald and GK MacDonald 6 Daisy Street Raglan 3225
Brief particulars	1. The Agreement provides for the acquisition of 8.8644 hectares (subject to survey) of the above land in connection with the Waikato Expressway (Hamilton Section). 2. The Agreement provides for the owner to receive 28.8029 hectares (subject to survey) of land in partial exchange. 3. Total consideration of \$4,970,000 plus reinstatement costs of \$125,000, less the value of the Exchange land equals an equality of exchange payment of \$2,847,000 plus GST (if any) to be paid by the Crown for the required land and injurious affection.

Dated at Wellington this 9th day of November 2015 [year]

[enter below name and designation in BLOCK letters]

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

TREVOR KNOWLES



View Instrument Details

Instrument No 10296196.1
Status Registered
Date & Time Lodged 18 January 2016 16:50
Lodged By Flawn, Corinna May
Instrument Type Encumbrance



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers	Land District
578672	South Auckland
685477	South Auckland
685478	South Auckland

Annexure Schedule: Contains 6 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 David Joseph Ehlers as Encumbrancer Representative on 18/01/2016 04:21 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 David Joseph Ehlers as Encumbrancee Representative on 18/01/2016 04:22 PM

*** End of Report ***

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
CFR 578672	All	Lot 2 DP 452537
CFR 685477	All	Section 1 - 2 SO 471406
CFR 685478	All	Section 3 SO 471406

Encumbrancer

HER MAJESTY THE QUEEN for use in connection with a road

Encumbrancee

NEW ZEALAND TRANSPORT AGENCY

Estate or interest to be encumbered

Insert e.g. Fee simple; Leasehold in Lease No. etc.

Fee simple

Encumbrance Memorandum Number

Not applicable

Nature of security

State whether sum of money, annuity or rentcharge and amount

Rent charge of TEN DOLLARS (\$10.00) per annum, and such other sums of money as are payable by the Encumbrancer to the Encumbrancee pursuant to this Encumbrance Instrument.

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 rentcharge, to be raised and paid in accordance with the terms set out in the Annexure Schedule(s) and so as to incorporate in this Encumbrance the terms and other provisions set out in the 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***Annexure Schedule**Page **2** of **6** Pages*Insert instrument type***Encumbrance***Continue in additional Annexure Schedule, if required***Terms**

- 1 Length of term **999 years**
- 2 Payment date(s) **see below**
- 3 Rate(s) of interest **Nil**
- 4 Event(s) in which the sum, annuity or rentcharge becomes payable **See below**

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

Payment date(s) and event(s) in which the sum, annuity, or rentcharge becomes payable:

- (a) In respect of the rent charge, 1 January in each year; and
- (b) In respect of other sums of money, ten working days after written demand is made by the Encumbrancee to the Encumbrancer.

Continued on the attached annexure schedule.

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

Sections 154 and 156 of the Land Transfer Act 1952, Sections 23, 203-205, 289-290 and 301-302 of the Property Law Act 2007 and Section 4 of the Contracts (Privity) Act 1982 shall apply to this Encumbrance Instrument 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 1952 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 1952 or the Property Law Act 2007.

Form E *continued***Annexure Schedule**Page **3** of **6** Pages*Insert instrument type***Encumbrance***Continue in additional Annexure Schedule, if required***BACKGROUND**

- A **Her Majesty the Queen** (together with her successors, assignees, tenants, lessees and persons under their control) ("Encumbrancer") is registered as proprietor of an estate in fee simple in all that parcel of land described on the front page of this Encumbrance Instrument ("Land").
- B The Land fronts the proposed State Highway 1, Waikato Expressway, Hamilton Section ("State Highway").
- C Under sections 61(1) and 80(1) of the Government Roadings Powers Act 1989, the Encumbrancee has sole powers of control for all purposes of all State highways and motorways.
- D For valuable consideration the Encumbrancer has agreed to encumber the Land for the benefit of the Encumbrancee with the security specified on this front page of this Encumbrance Instrument, and to covenant with the Encumbrancee to secure compliance by the Encumbrancer with the agreements set out in this Encumbrance Instrument.

OPERATIVE PROVISIONS

- 1 If, on the due date for payment (as set out in Annexure Schedule 1) of the rent charge imposed under this Encumbrance Instrument, the Encumbrancer has fully complied with all of the obligations imposed pursuant to this Encumbrance Instrument, then the rent charge payable on that day shall not be required to be paid by the Encumbrancer.
- 2 The Encumbrancer acknowledges that the covenants in this Encumbrance Instrument are of a permanent nature, and the Encumbrancer shall not be entitled to a discharge of the Encumbrance Instrument during the term, whether by payment of the total security or otherwise.

[delete one or none of the following clauses as appropriate]

- 3 The Encumbrancer covenants with the Encumbrancee that the Encumbrancer will ensure that any new dwellings constructed on the Land within 30 metres of the boundary between any part of the Land and the State Highway will satisfy the following standards for noise and vibration: noise AS/NZ2107:2000, and vibration ISO2631-2:2003, or any amended or replacement standards addressing the same subject matter.

Form E *continued***Annexure Schedule**

Page 4 of 6 Pages

*Insert instrument type***Encumbrance***Continue in additional Annexure Schedule, if required*

- 4 The Encumbrancer acknowledges and accepts that the Land is capable of being adversely affected by effects (including without limitation noise, vibration, dust, emissions, and visual, landscape or amenity effects) ("Effects") arising from the operation, upgrading and maintenance of the State Highway ("State Highway Activities") and accordingly the Encumbrancer, in consideration of having received valuable consideration, agrees:
- (a) Not to object to, hinder, or otherwise obstruct on the grounds of any such Effects, the grant, confirmation or alteration pursuant to the Resource Management Act 1991 ("RMA") of any authorisations under the RMA which in any way relate to the State Highway Activities and to sign written approvals in relation to any such authorisation if requested to by the Encumbrancee.
 - (b) Not to do, permit to be done, or omit to do, any act, matter or thing where that act, matter, thing or omission is intended to restrict, or has the effect of restricting, the State Highway Activities in any way whatsoever, including taking any civil action and/or any enforcement proceedings pursuant to the RMA or any other statute or common law, whether for nuisance, damage to Land, negligence, or interference with Land or otherwise, but only where such act, matter or thing relates to any such Effects.
 - (c) Not to claim any compensation in relation to any such Effects arising from State Highway Activities;
 - (d) Not to fund, encourage or otherwise be involved in, any act, matter or thing that if carried out by the Encumbrancer itself would breach paragraphs (a) to (c) above.
 - (e) To provide a copy of this Encumbrance to all tenants, lessees, and holders of unregistered interests in the Land (each a "third party") who acquire rights in the Land while the Encumbrancer is the registered proprietor of the Land:
 - (i) where the Encumbrancer grants the rights in the Land to that third party, prior to the Encumbrancer doing so; or
 - (ii) in all other cases, as soon as practicable after the Encumbrancer becomes aware of that third party acquiring any rights in the Land.

Form E *continued***Annexure Schedule**

Page 5 of 6 Pages

*Insert instrument type***Encumbrance***Continue in additional Annexure Schedule, if required***GENERAL**

- 5 This Encumbrance Instrument shall be binding on all transferees, tenants (to the extent permitted by law, lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Land.
- 6 Where this Encumbrance Instrument binds or benefits a party, it shall bind or benefit that party jointly and severally.
- 7 The Encumbrancer covenants with the Encumbrancee:
 - 7.1 to pay all legal costs and disbursements in the execution, registration, enforcement and any ultimate release of this Encumbrance Instrument, 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 Instrument including legal costs on a solicitor/client basis; and
 - 7.2 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 Instrument.
- 8 Each Encumbrancer will only be liable for breaches actually committed by that Encumbrancer itself, and not by any successor or other party, unless those breaches arise wholly or partly due to a breach by the Encumbrancer of clause 4(e).
- 9 No delay or failure by the Encumbrancee to enforce performance of any of the covenants set out in this Encumbrance Instrument 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.
- 10 In this Encumbrance Instrument a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it, and a regulation or statutory instrument issued under it.
- 11 In this Encumbrance Instrument, "working day" means a day on which registered banks are open for business in Auckland, excluding Saturdays, Sundays, public holidays, and any day in the period commencing on the 23rd day of December in any year and ending on the 10th day of January in the following year, both days included.
- 12 If at any time any part or provision of this Encumbrance Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:

Form E *continued*

Annexure Schedule

Page **6** of **6** Pages

Insert instrument type

Encumbrance

Continue in additional Annexure Schedule, if required

- (a) that part or provision shall be severed from this Encumbrance Instrument;
- (b) such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Encumbrance Instrument; and
- (c) the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Encumbrance Instrument.

13 The Encumbrancer:

13.1 acknowledges that this Encumbrance Instrument:

- (a) has been granted for valuable consideration received, in full compensation for the grant of this Encumbrance Instrument; and
- (b) 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 Instrument; and

13.2 therefore covenants with the Encumbrancee:

- (a) not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this Encumbrance Instrument prior to the expiry of that period of time, whether by payment of the total security or otherwise;
- (b) to preserve for the period of time set out in this Encumbrance Instrument the integrity of the agreements in this Encumbrance Instrument; and
- (c) 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.

View Instrument Details



Instrument No 10718827.2
Status Registered
Date & Time Lodged 28 March 2017 11:02
Lodged By Gibson, Claire Angharad
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers	Land District
18434	South Auckland
18435	South 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 ☒

Signature

Signed by Shannon Kay Maxfield as Grantor Representative on 28/03/2017 10:26 AM

Grantee Certifications

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

Signature

Signed by Shannon Kay Maxfield as Grantee Representative on 28/03/2017 10:26 AM

*** End of Report ***

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

2015/6246
APPROVED
Registrar-General of Land

Page 1 of 2 pages

Grantor

COLIN RAYMOND BADGER AND MORRIS BRIAN BARLOW

Grantee

MALCOLM KENNETH MACDONALD AS TO A 1/2 SHARE
MALCOLM KENNETH MACDONALD AND GILBERT KENNETH MACDONALD 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 to drain water	"B" and "C" on DP 508844	Lot 1 DP 304594 (CFR 18434)	Lot 2 DP 304594 (CFR 18435)
Right to convey water	"D" on DP 508844	Lot 1 DP 304594 (CFR 18434)	Lot 2 DP 304594 (CFR 18435)

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 1]

Annexure Schedule 1**Right to Convey Water**

1. The grantee shall install a water meter to separate the water supply of the dominant tenement to that of the servient tenement.
2. The grantee shall pay all water rates for the dominant tenement as identified by the water meter.
3. The definition of easement facility under clause 1 (a) of Schedule 4 of the Land Transfer Regulations 2002 shall include the words "water meter".
4. The easement facility for water supply shall be for domestic use only (water supply for farm operations is prohibited).

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]

View Instrument Details



Instrument No 10763338.3
Status Registered
Date & Time Lodged 28 April 2017 13:23
Lodged By Taylor, Lynette Dianne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
587941	South Auckland
587942	South Auckland
587943	South 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 ☒

Signature

Signed by Lynette Dianne Taylor as Grantor Representative on 28/04/2017 01:22 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 Lynette Dianne Taylor as Grantee Representative on 28/04/2017 01:22 PM

*** End of Report ***

Form B

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

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

Grantor

Gordon Wallace Sholto FINLAY as to a ½ share and Wilma Olive FINLAY as to a ½ share

Grantee

Gordon Wallace Sholto FINLAY as to a ½ share and Wilma Olive FINLAY as to a ½ 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	Shown (plan reference)	Servient Tenement	Dominant Tenement
Land Covenant		Lots 1-2 DP 456019 (CFR's 587941-942)	Lots 1-3 DP 456019 (CFR's 587941-943)

Form B - continued

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

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

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

The implied rights and powers are hereby ~~varied and added to by:~~

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

the provisions set out in Annexure Schedule

Covenant provisions

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

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

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

Annexure Schedule

ANNEXURE SCHEDULE

LAND COVENANTS

The Grantor and the Grantee intend to establish the subdivision of which the property forms part as a modern and well-designed rural subdivision. It is therefore important to protect the interests of all proprietors in relation to the nature and type of construction of dwellings and other buildings to be erected in the subdivision.

In recognition of these objects the Grantor for itself and its successors in title so as to bind the land contained in each of the separate titles comprising the servient tenement (each separate title called "the property") covenants with the Grantee and its successors in title for the purpose of the formation of a building scheme for the benefit of the land contained in each of the other separate titles comprising the dominant tenement and that the Grantor will observe and perform the following stipulations and restrictions:

- (1) Not to use the property or permit the property to be used for any trading or commercial purposes other than horticultural, agricultural or pastoral production, excluding animal feed lots, winter barns, poultry farming, fitch farming, pig farming, commercial beekeeping, boarding and breeding kennels and greyhound training grounds and at all times not allow any roosters or pigs to be kept on the property.
- (2) Not to allow any form of shooting or rifle sports or any other noisome recreational activities on the property including the operation and use of motorbikes over a 125cc rating is prohibited unless consented to by all of the Grantees.
- (3) Ensure that the property at all times is adequately fenced to prevent stock escaping from the property and/damaging any of the trees located on the boundaries of it.
- (4) Not to develop, farm, cultivate or otherwise use the property except in accordance with the best husbandlike farming practices and at all times clear and keep clear the property from all noxious weeds including ragwort, thistles, rabbits, vermin and other pests as may be damaging to pastures or crops and duly and punctually comply with the provisions of the Fencing Act 1978, The Biosecurity Act 1993, The Plants Act 1970, The Local Government Acts 1974 and 2004 and The Resource Management Act 1991, The Regional Plan and the relevant District Plan and all amendments thereto and all notices or demands lawfully given or made by any person in pursuance thereof. The Grantor expressly acknowledges that the property is located in a rural area and that accordingly there will be noises and activities associated with the day to day functioning and operation of a working farm. Such farming practices could include the use of large machinery, farming of animals, spreading fertiliser and animal effluent onto paddocks by way of spray irrigation or otherwise, use of animal feed out pads, cultivation of the land, land drainage and truck and heavy traffic movements to and from properties. The Grantor also acknowledges that the owners of surrounding farms may from time to time subdivide all or part of their land for residential or other purposes. The Grantor undertakes that they will not bring any action under The Resource Management Act 1991 or The Local Government Acts 1974 and 2002 or any other associated Act to inhibit or prevent the day to day farming activities of any surrounding working farm. Nor will they object or bring any action or make any submission against any intended subdivision of surrounding land whether under the Resource Management Act 1991 or any other associated Act.
- (5) Not to permit or cause any rubbish including scrap metal and car bodies to accumulate or be placed upon the property and not to permit any excessive growth of grass so that the same becomes long or unsightly.
- (6) Not to permit or cause any advertisement, sign or hoarding of a commercial nature to be erected on any part of the property.

BREACHES

- (7) Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on the property and by failure to comply with the covenants contained in the preceding clauses and sub-clauses the Grantor covenants for the Grantor personally and the Grantor's executors, administrators and assigns that should the Grantor fail to comply with, observe, perform, or complete any of the special conditions and/or covenants and restrictions contained herein, then without prejudice to any other liability the Grantor may have to any registered proprietor including the Grantee of a property in the Grantee subdivisional plan the Grantor will:
- (a) Pay to the Grantee as liquidated damages the sum of **FIFTY THOUSAND DOLLARS (\$50,000.00)** or a sum equal to 25 per centum of the cost of the erection of the dwelling house whichever sum is the larger immediately upon receipt of a written demand for payment from the Grantee or the Grantee's solicitors; and
 - (b) Shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected or repaired or remedy any other breach or non-observance of the foregoing covenants.
- PROVIDED** and it is further agreed and acknowledged that:
- (c) The Grantor shall only have liability with respect to clause 7(a) above while the Grantor is a registered proprietor of the property.
 - (d) If there is a default or defaults and if:
 - (i) such default is remedied within one month of notice in writing requiring the removal of such cause of default; and
 - (ii) the defaulting party pays all reasonable legal costs and other expenses incurred by the party enforcing the said covenants.Then the penal sum prescribed for by clause 7(a) hereof shall be waived **PROVIDED THAT** this waiver shall not apply in respect of any subsequent default of a similar nature.
- (8) These covenants shall enure for a period of fifty (50) years from the date of registration of this easement instrument.



View Instrument Details

Instrument No 11165347.3
Status Registered
Date & Time Lodged 27 August 2018 14:06
Lodged By Moratti, Narelle
Instrument Type Easement Instrument



Affected Computer Registers	Land District
846470	South Auckland
846471	South Auckland

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ✓
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ✓
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ✓
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ✓
- I certify that the Mortgagee under Mortgage 10309570.3 has consented to this transaction and I hold that consent ✓
- I certify that the Encumbrancee under Encumbrance 10296196.1 has consented to this transaction and I hold that consent ✓

Signature

Signed by Alice Marie Tocher as Grantor Representative on 27/08/2018 11:20 AM

Grantee Certifications

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

Signature

Signed by Alice Marie Tocher as Grantee Representative on 27/08/2018 11:20 AM

*** End of Report ***

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE,
OR CREATE LAND COVENANT

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

Grantor

ANDREW LEIGH TAYLOR and LISA JANE LLOYD TAYLOR

Grantee

ANDREW LEIGH TAYLOR and LISA JANE LLOYD TAYLOR

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 of provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way, Right to Convey Electricity and Right to Convey Telecommunications and Computer Media and Right to Drain Water	A, B & C on DP 515771	Lot 1 on DP 515771 CFR 846470	Lot 2 on DP 515771 CFR 846471
Right to Convey Electricity and Right to Convey Telecommunications and Computer Media	I, J, K, L, M on DP 515771	Lot 1 on DP 515771 CFR 846470	Lot 2 on DP 515771 CFR 846471



Insert instrument type

Easement Instrument

Page

2

of

3

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 and added to** by:

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

[The provisions set out in the Annexure Schedule]

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

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

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

[the Annexure Schedule]

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

1. Clause 6.(2) (Rights of Way) of the Fourth Schedule to the Land Transfer Regulations 2002 is deleted and replaced with:

"6. (2) The right to go over and along the easement facility includes the right to go over and along the easement facility with or without any kind of vehicle, machinery or implement or domestic animal. For clarity, no livestock shall be permitted to go over and along the easement facility unless such livestock is being transported in a vehicle."

2. The following clauses are added to Clause 11. (Repair, maintenance, and costs) of the Fourth Schedule to the Land Transfer Regulations 2002:

"11 (8) The Grantee shall have the right, for a period of one year from the date of registration of this instrument to carry out landscape planting within the easement facility ("the Landscape Plantings").

(9) The Grantee, at the Grantee's sole cost, shall bear the responsibility of

Insert instrument type

Easement Instrument

Page

3

of

3

Annexure Schedule (continued)*Continue in additional Annexure Schedule, if required*

maintenance and upkeep of the Landscape Plantings for a period of 36 months from the date of registration of this instrument ("the Grantee's Maintenance Period").

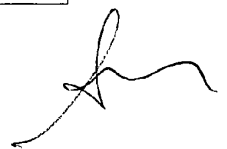
- (10) Upon expiry of the Grantee's Maintenance Period, the Grantor and Grantee shall:

- (a) not remove any plants or shrubbery within the Landscape Plantings other than for the purpose of replacement of any plants or shrubbery which fail to thrive;
- (b) share equally the responsibility for maintenance and upkeep of Landscape Plantings to the intent that the Landscape Plantings shall be kept to a reasonable standard;
- (c) share equally the costs of such maintenance and upkeep of the Landscape Plantings;
- (d) promptly carry out at that party's sole cost any repair and maintenance of the Landscape Plantings that is attributable solely to an act or omission by that party.

- (11) Notwithstanding the provisions of this clause 11, the Grantor and Grantee covenant that in the event that their use of the easement facility fouls the surface of the easement facility (such fouling to include, but not be limited to the tracking of mud over the surface of the easement facility), that the party responsible for the act of fouling the easement facility shall promptly, and at that party's sole cost, carry out remedial and/or cleaning works to bring the surface of the easement facility back to as close as reasonably possible to the state it was in prior to the fouling.

3. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail.
4. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in this Easement Instrument, the modifications must prevail.

NAM-250787-49-44-V1



B184931.7 TE

MEMORANDUM OF TRANSFER

GRANT OF WATER SUPPLY EASEMENT

WHEREAS:

1. BARRY WALLACE WARD of Hamilton, Farmer and DENISE MARÉE WARD of Hamilton, his wife ("the Grantors") are registered proprietors of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in that piece of land situated in Waikato County containing 15.2520 hectares more or less being ~~Lot 3~~ ⁶⁶⁵²⁰ ~~Deposited Plan 11006~~ Being all the land comprised in Certificate of Title ~~53D/543~~ ^{53D/542} (South Auckland Registry) (called "the first servient tenement") and 6.0000 ha (more or less) being Lot 2 on D.P. S. 66520 and being registered as the proprietor of an estate all the land in Certificate of Title ~~53D/543~~ ^{53D/542} (South Auckland Registry) (called "the second servient tenement")

~~subject however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon, in all~~

~~piece of land situate in the~~

~~containing~~

SUBJECT: to mortgages ~~H.884804.4~~ ^{H.884804.6} and charge ~~H.884804.5~~ (called the "Servient Tenement")

~~be the same a little more or less~~

2. GORDON WALLACE SHOLTO FINLAY of Puketaha, Farmer and WILMA OLIVE FINLAY of Puketaha, married woman ("the Grantees") are registered as proprietors of an estate in fee simple subject similarly in those pieces of land situated in Waikato County containing ~~54.0000~~ ^{54.0000} hectares more or less being Lot 4 DPS.66520 and part Lot 11 Deposited Plan 11006 being all the land comprised in Certificate of Title ~~53D/543~~ ^{53D/542} (South Auckland Registry) (called "the Dominant Tenement")

3. The parties desire to grant the rights and easements and to enter into the covenants set forth in this instrument

~~IN CONSIDERATION of the sum of~~

~~(which sum includes \$ for chattels)~~

~~paid to~~

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

~~HEREBY TRANSFER to the said~~

~~of land above described~~

~~all~~

~~estate and interest in the said piece~~

We, Barry Wallace Ward of Hamilton, Farmer, Kevin Ian Ward of Christchurch, Bank Officer and Ineawa Delia Ward of Hamilton, widow being registered proprietors of an estate as mortgagees under and by virtue of Memorandum of Mortgage H.884804.6 hereby consent to the within written grant of easement.

Dated this 3rd day of February 1994

Signed by BARRY WALLACE
WARD in the presence of:

John Solicitor Hamilton

) *B.W. Ward*
)

Signed by KEVIN IAN
WARD in the presence of:

John Solicitor Christchurch

) *K.I. Ward*
)

Signed by INEAWA DELIA
WARD in the presence of:

John Solicitor Hamilton

) *I.D. Ward*
)

CERTIFICATE OF NON-REVOCATION

OF POWER OF ATTORNEY

I, ..JOHN FRANCIS REDPATH..... ofHAMILTON.....
(full name) (Town/City)

in New ZealandBRANCH MANAGER..... HEREBY CERTIFY:
(Position in Bank)

1. THAT by Deed dated the 13th day of October 1989 copies of which are deposited in the Land Transfer Offices at:

Auckland	as No. C056526.1F
Blenheim	as No. 149027
Christchurch	as No. 835092.1
Dunedin	as No. 740456
Gisborne	as No. G176546.1
✓Hamilton	as No. H910602
Hokitika	as No. 083773
Invercargill	as No. 167718.1
Napier	as No. 517933.1
Nelson	as No. 292639
New Plymouth	as No. 365386
Wellington	as No. 5039320

The Rural Bank Limited (formerly Rural Banking and Finance Corporation of New Zealand Limited as is evidenced by No.B.000089 (Hamilton Registry) an incorporated company having its registered office at Wellington (hereinafter called "the Bank") appointed me its Attorney with the powers and authorities specified in the said Deed.

2. THAT at the date hereof I amBRANCH MANAGER.....
of the Bank. (Position in the Bank)
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the Bank or otherwise.

SIGNED at ..HAMILTON.....)

this ...21ST... day of *January*...)

1994..)

.....*J.F. Redpath*.....
JOHN FRANCIS REDPATH

THE RURAL BANK LIMITED as chargeholder under Statutory Land Charge H.884804.5 hereby consents to the within written grant of easement and certifies that the said statutory land charge has become vested in Rural Banking and Finance Corporation of New Zealand Limited by virtue of the provisions of the Rural Banking and Finance Corporation of New Zealand Limited Act 1989 and further certifies that the said Rural Banking and Finance Corporation of New Zealand Limited has changed its name to The Rural Bank Limited (as is evidenced by No. B.000089) (South Auckland Registry).

Dated at Hamilton this

21ST

day of

January

1994

SIGNED by

THE RURAL BANK LIMITED

by its Attorney

JOHN FRANCIS REDPATH

(name in full)

in the presence of:

J. F. Redpath

(Signature)

Witness:

Pauline Evelyn Jamieson

PAULINE EVELYN JAMIESON

Occupation:

BANK OFFICER
RURAL BANK
HAMILTON

Address:

Now this instrument witnesses that in pursuance of the premises:

The Grantors transfer and grant to the Grantees an easement of Right to Convey Water over that part of the first servient tenement marked "A" on DPS.66520 with the rights and powers referred to herein and upon and subject to the rights conditions covenants and restrictions herein set forth to the end and intent that the easement created hereby over the first servient tenement shall be forever appurtenant to the dominant tenement.

Rights and Powers:

1. The right to take and convey water in free and unimpeded flow, up to a maximum of 25,000 litres per day, from the artesian bore (and the pumping facilities connected therewith) situated on the first servient tenement and to convey such water to the dominant tenement by the pipeline already laid on the stipulated course.
2. The right to maintain at a uniformed depth of 30cms or thereabouts from the surface in and under the soil of the first servient tenement a line of water pipes of an internal diameter of not more than 5cms over and along that part of the first servient tenement marked "A" on DPS 66520 to the boundary line between the first servient tenement and the dominant tenement.
3. The right to lead and maintain at a uniform depth of 90cm or thereabouts from the surface in and under the soil of the first servient tenement an electricity supply and cable to conduct the same as required for the purpose of the said pumping facilities over and along that part of the first servient tenement marked "B" on DPS.66520 and over and along that part of the second servient tenement marked "C" on DPS.66520.

And to lead and maintain an electricity supply as required for the purposes of the said pumping facilities over the second servient tenement to the pole located on that part of the second servient tenement marked "C" on DPS.66520.

4. The right to enter upon the first servient tenement with or without engineers and workmen and with or without any necessary vehicles implements tools pipes and materials of any kind for the purposes of maintaining repairing and from time to time renewing the said pipeline and opening up the soil of the servient tenement as shall be necessary thereto and for the purposes of maintaining and repairing the water pump electric motor and ancillary equipment used for drawing the water from the artesian bore into the said pipeline or for any purpose connected therewith.
5. The right to enter upon the first servient tenement and the second servient tenement with or without engineers and workmen and with or without any necessary vehicles implements tools pipes and materials of any kind for the purpose of maintaining repairing and from time to time renewing the said electricity supply cable, and opening up the soil of the first servient tenement and the second servient tenement as shall be necessary thereto.

W.O.J.
gros

And the Grantee and Grantor hereby mutually covenant as follows:

1. The Grantee and his engineers and workman in the exercise of all or any of the rights hereby granted will cause as little damage as possible to be done to the surface and freehold of the first and second servient tenements and will at the cost of the Grantee effect all work with reasonable dispatch and restore the said surface as nearly as possible to its then former condition or state and further the Grantee will compensate the Grantor for all damage caused by any such work to any cultivation crop of any kind for the time being sown or growing or in the course of harvesting upon the said land.
2. The Grantee will at his own cost keep and maintain the said pipeline and pumping facilities and underground electricity supply cable and will pay all electricity charges in respect thereof and shall not nor will permit the same to fall into disrepair nor do any damage of any kind nor become a nuisance by bursting leakage or any cause whatsoever, and will contribute 10% of the cost of maintenance of the electricity supply from the public road to the pole located on that part of the second servient tenement marked "C" on DPS.66520, and will pay all costs of maintenance of the electricity supply over that part of the first servient tenement marked "B" on DPS.66520, and that part of the second servient tenement marked "C" on DPS.66520.
3. The Grantee shall be responsible for the cost of repair of any damage done to any other electricity supply lying within or adjacent to those parts of Lots 2 and 3, DPS.66520 marked "C" and "B" respectively on DPS.66520, which are caused by any deliberate or negligent act of the Grantee, his agents or servants or invitees.

PROVIDED THAT:

1. The Grantor shall be responsible for the cost of repair of any damage done to the said pipeline and pumping facilities and electricity supply caused by any deliberate or negligent act of the Grantor, his agents or servants.
2. The Grantee may at any time on giving three (3) calendar months notice in writing to the Grantor and on paying to the Grantor his legal costs and all damages costs and other monies if any payable by the Grantee hereunder execute stamp and register a surrender and extinguishment of this grant.
3. If the Grantee shall make default in performance or observance of any of the covenants conditions and provisos herein expressed or implied and on the part of the Grantee to be performed or observed and shall have failed to rectify such default within 30 days of notice to do so served by the Grantor or his agents upon the Grantee in the manner provided for in S.152 Property Law Act 1952, the Grantor shall be at liberty thereupon or at any time thereafter to cease to supply the Grantee with water as aforesaid and to disconnect or cut off the said pipeline from the said artesian bore and pumping facilities and or disconnect the electric supply thereto and thereupon this grant and all rights whatsoever of the Grantee hereunder shall forthwith cease and

*W.O.F.
Guss*

determine but without releasing the Grantee from liability accrued or damages for any antecedent breach or default hereof or hereunder.

4. If and when this grant shall be determined from any cause whatsoever whether on the part of the Grantor or the Grantee the necessary surrender shall be prepared stamped and registered at the sole cost of the Grantee and the said pipeline and pumping facilities and electric supply shall be and remain the sole and exclusive property of the Grantor upon whose land the same is situated unless removed by the Grantee within 21 days of notice to do so served by the Grantor or his agents upon the Grantee in the manner provided for in S.152 Property Law Act 1952 in which case the Grantee shall make good as soon as practicable, and at his own cost, any damage caused by the removal of any such equipment and facilities. Notice under this provision may be given at any time after expiry of the notice referred to in proviso 2 above.
5. In case of difference between any parties to the easements hereby created the dispute shall be determined by a single arbitrator to be agreed upon by the parties or failing agreement to be appointed by the President or acting President for the time being of the Hamilton District Law Society and in accordance with and subject to the provisions of the Arbitration Act 1908 and amendment or any statutory modifications or reenactment for the time being in force.

W.C.F.
GLES

0025.mg

IN WITNESS WHEREOF these presents have been executed this 3rd

day of

February

One thousand nine hundred and ninety four

SIGNED by the abovenamed
BARRY WALLACE WARD AND
~~in the presence of~~
DENISE MARIE WARD
in the presence of:

B.W. Ward.
D.Ward.

Witness:

[Signature]

Occupation: CHARLES FLETCHER
Barrister and Solicitor
Address: HAMILTON

SIGNED by the abovenamed
GORDON WALLACE SHOLTO
FINLAY AND WILMA OLIVE
FINLAY
in the presence of:

W.O. Finlay
G.W.S. Finlay

Witness:

[Signature]

Occupation:

[Signature]

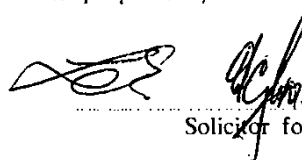
Address:

[Signature]

No.

TRANSFER

Correct for the purposes of the Land Transfer Act.


Solicitor for Transferee/s.

B W & D M Ward Transferor

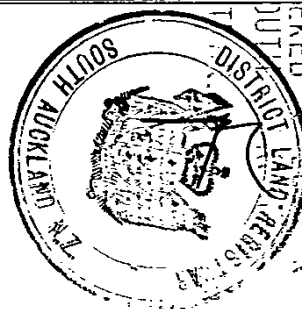
G W S & W O Finlay Transferee

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 Purchaser
or Lessee

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

Assistant Land Registrar
of the District of South Auckland



11.37 03.FEB.99 B 184931.7

Fletcher Gibson Stephens
Solicitors
Hamilton

HAMILTON DISTRICT LAW SOCIETY

NICE PRINT

