



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

Identifier SA14B/1246
Land Registration District South Auckland
Date Issued 27 June 1972

Prior References
SA933/286

Estate Fee Simple
Area 5.0232 hectares more or less
Legal Description Lot 1 Deposited Plan South Auckland
15049

Registered Owners
Steven Murray Howarth and Claire Jane Howarth

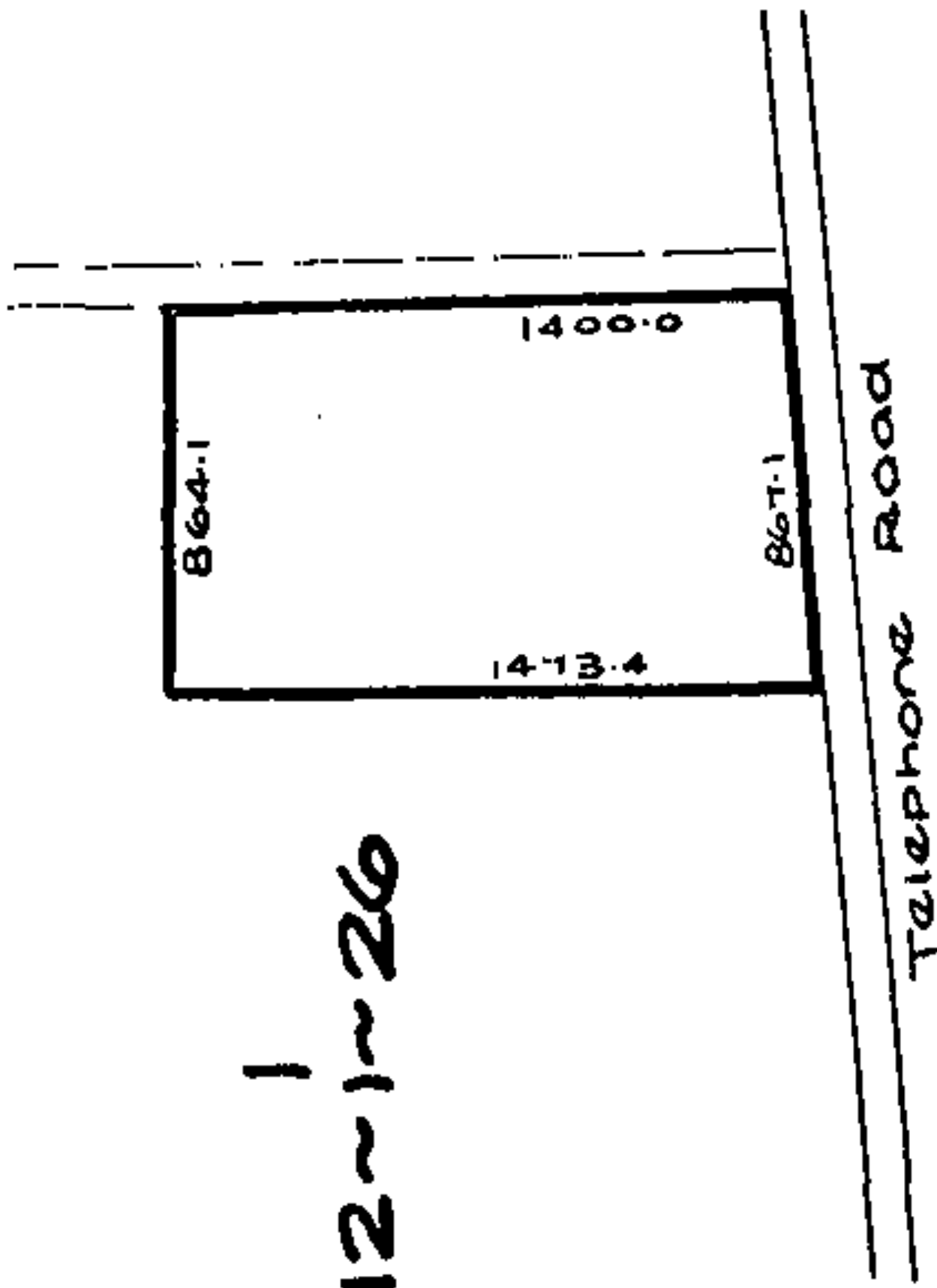
Interests

Subject to drainage rights (in gross) over part in favour of The New Zealand Land Association Limited created by Transfer 44864

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)

12501081.3 Mortgage to ASB Bank Limited - 8.7.2022 at 2:33 pm

Subject to a right (in gross) to convey electricity and telecommunications over part marked A on DP 597077 in favour of WEL Networks Limited created by Easement Instrument 12934299.1 - 27.3.2024 at 1:20 pm





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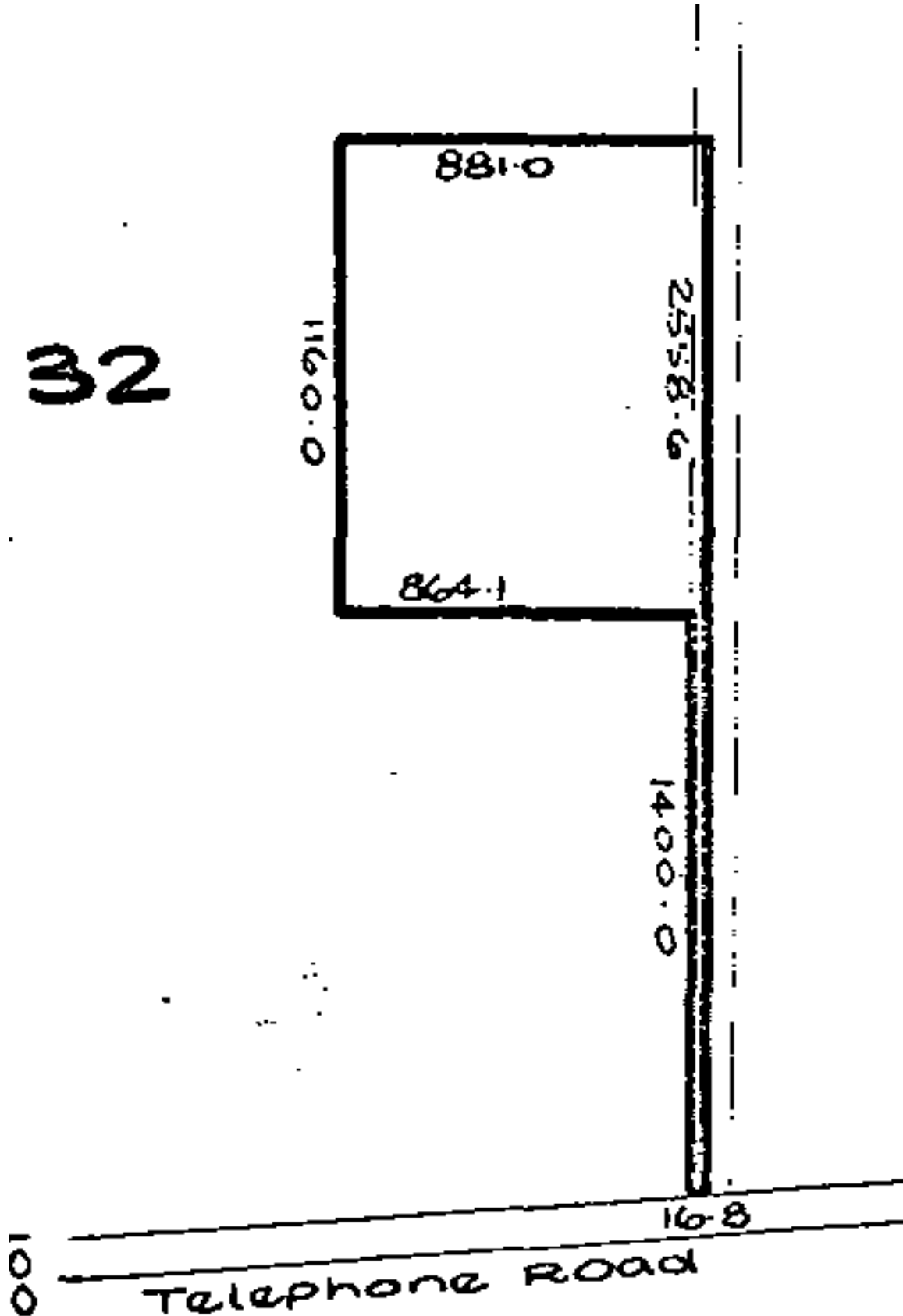
Identifier **SA14B/1247**
Land Registration District **South Auckland**
Date Issued 27 June 1972

Prior References
SA933/286

Estate Fee Simple
Area 4.2290 hectares more or less
Legal Description Lot 2 Deposited Plan South Auckland
15049

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests
Subject to a drainage right (in gross) over part in favour of The New Zealand Land Association Limited created by Transfer 44864
11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm
Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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R.W. Muir
Registrar-General
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Identifier **SA14B/1248**
Land Registration District **South Auckland**
Date Issued 27 June 1972

Prior References
SA933/286

Estate Fee Simple
Area 4.3858 hectares more or less
Legal Description Lot 3 Deposited Plan South Auckland
15049

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

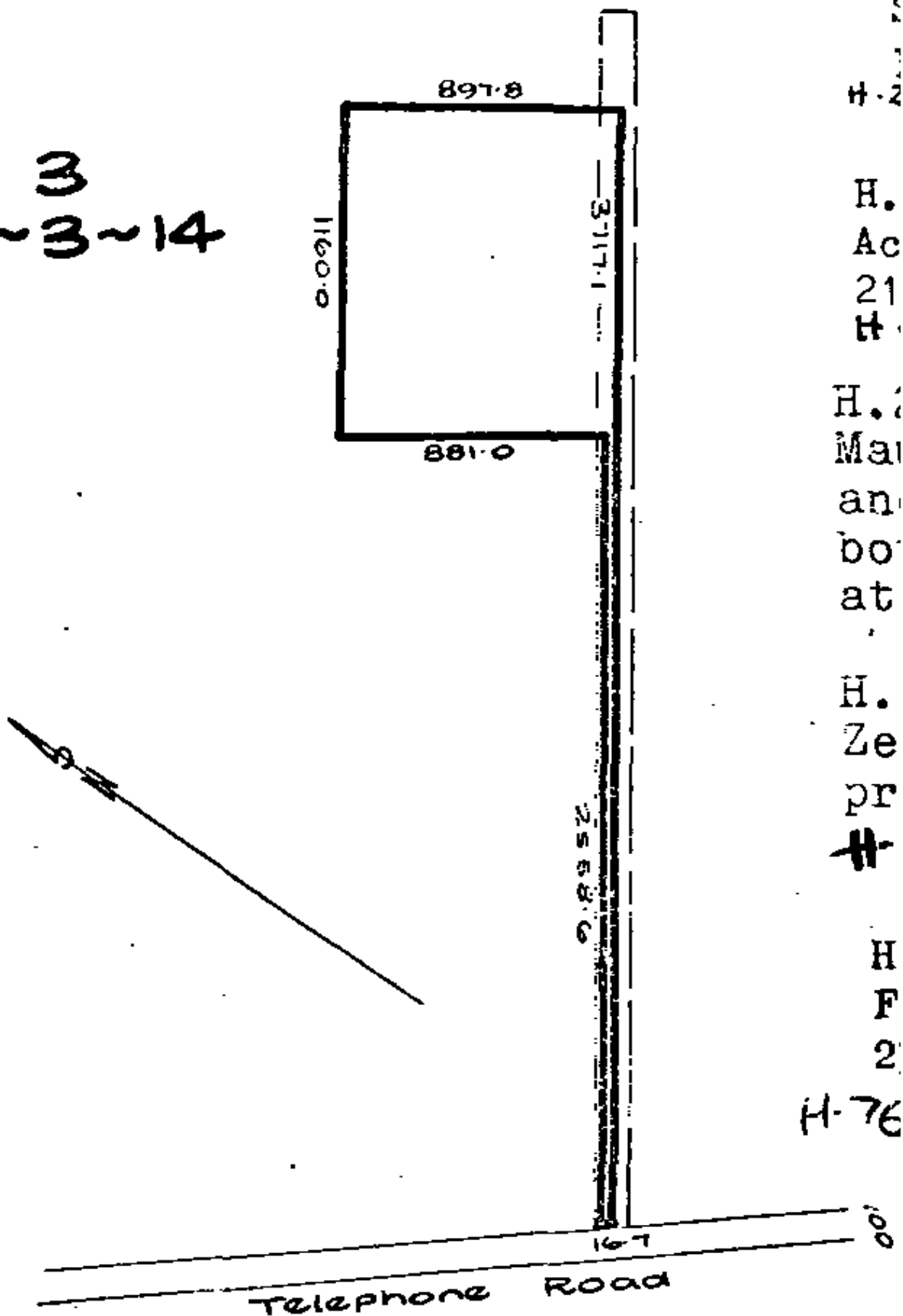
Interests

Subject to drainage rights (in gross) over part in favour of The New Zealand Land Association Limited created by Transfer 44864

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)

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Registrar-General
of Land

Identifier **SA14B/1249**
Land Registration District **South Auckland**
Date Issued 27 June 1972

Prior References
SA933/286

Estate Fee Simple
Area 6.0121 hectares more or less
Legal Description Lot 4 Deposited Plan South Auckland
15049

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

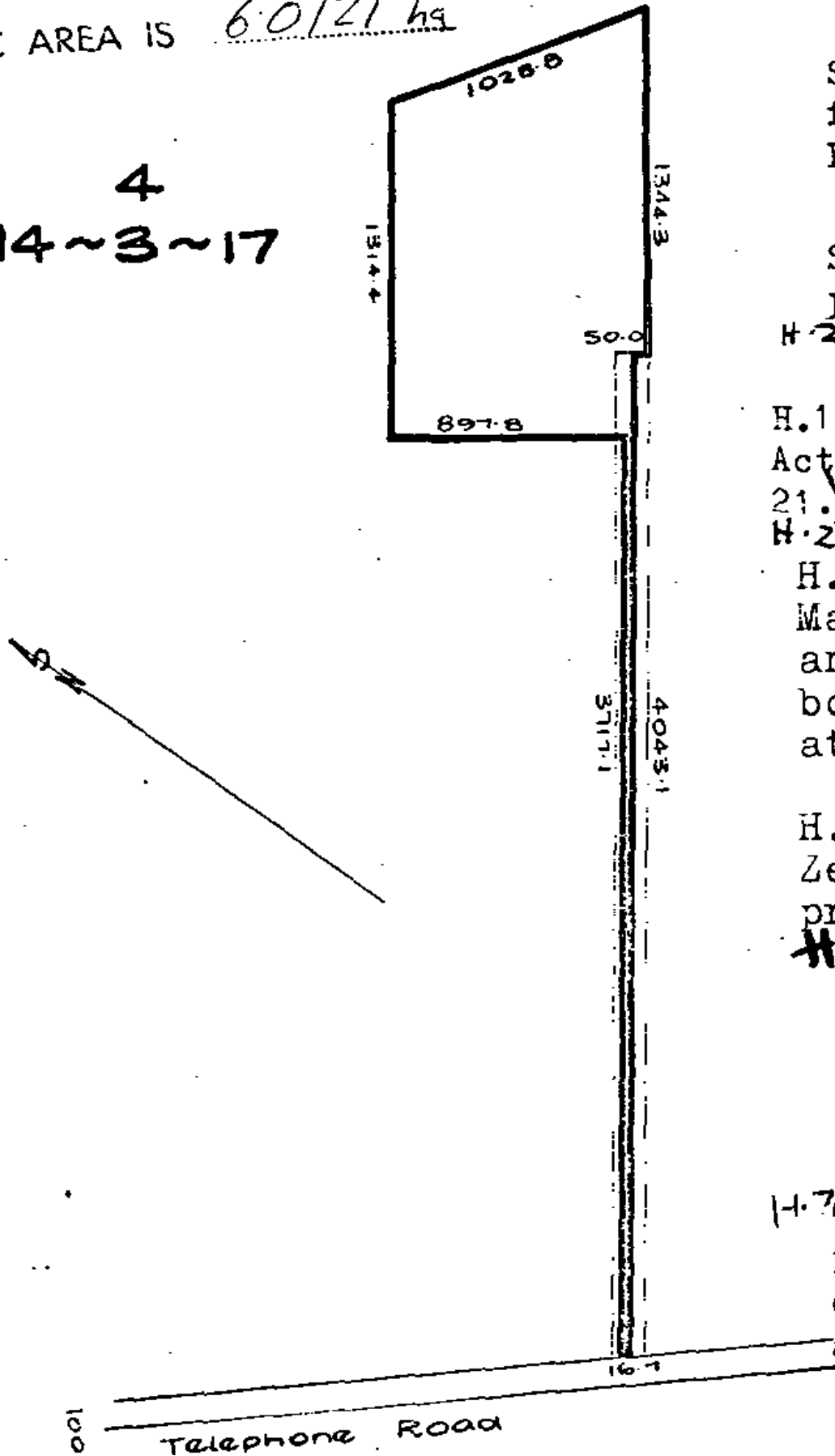
Subject to drainage rights (in gross) over part in favour of The New Zealand Land Association Limited created by Transfer 44864

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)

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Registrar-General
of Land

Identifier **SA14B/1250**
Land Registration District **South Auckland**
Date Issued 27 June 1972

Prior References
SA933/286

Estate Fee Simple
Area 6.1335 hectares more or less
Legal Description Lot 5 Deposited Plan South Auckland
15049

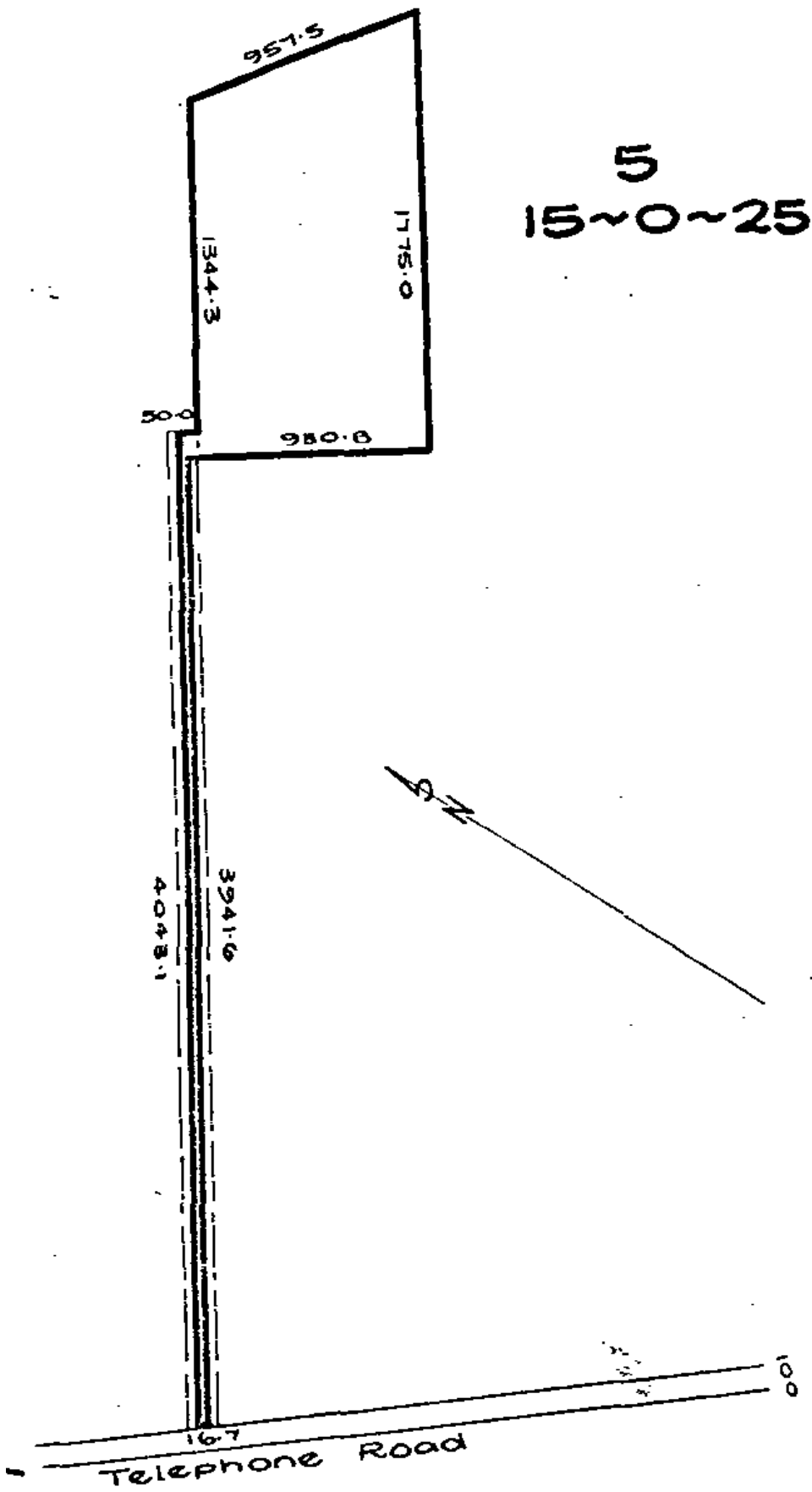
Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

Subject to drainage rights (in gross) over part in favour of The New Zealand Land Association Limited created by Transfer 44864

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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Identifier SA14B/1251
Land Registration District South Auckland
Date Issued 27 June 1972

Prior References
SA933/286

Estate Fee Simple
Area 4.3883 hectares more or less
Legal Description Lot 6 Deposited Plan South Auckland
15049

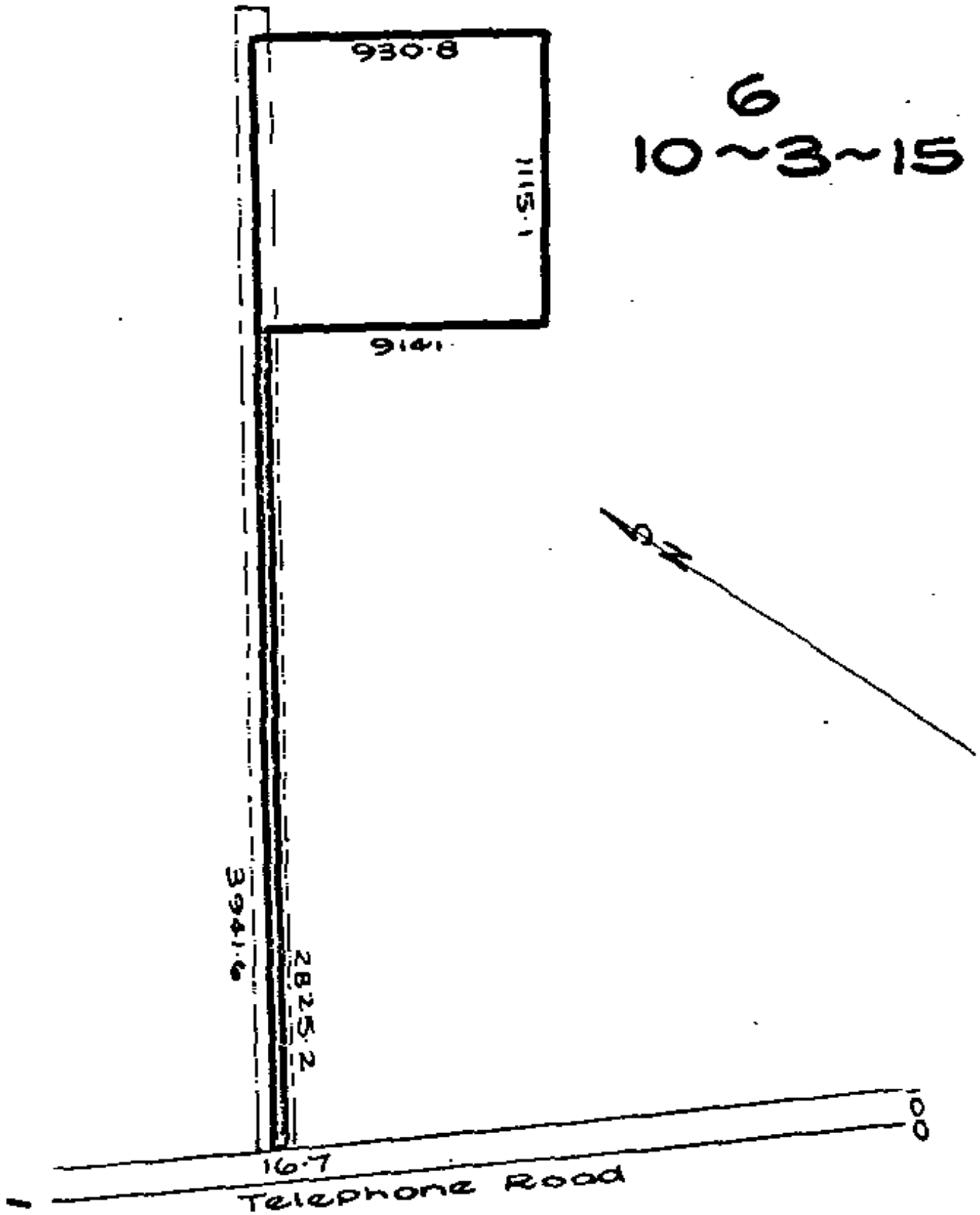
Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

Subject to drainage rights (in gross) over part in favour of The New Zealand Land Association Limited created by Transfer 44864

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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Identifier **SA14B/1252**
Land Registration District **South Auckland**
Date Issued 27 June 1972

Prior References
SA933/286

Estate Fee Simple
Area 4.2366 hectares more or less
Legal Description Lot 7 Deposited Plan South Auckland
15049

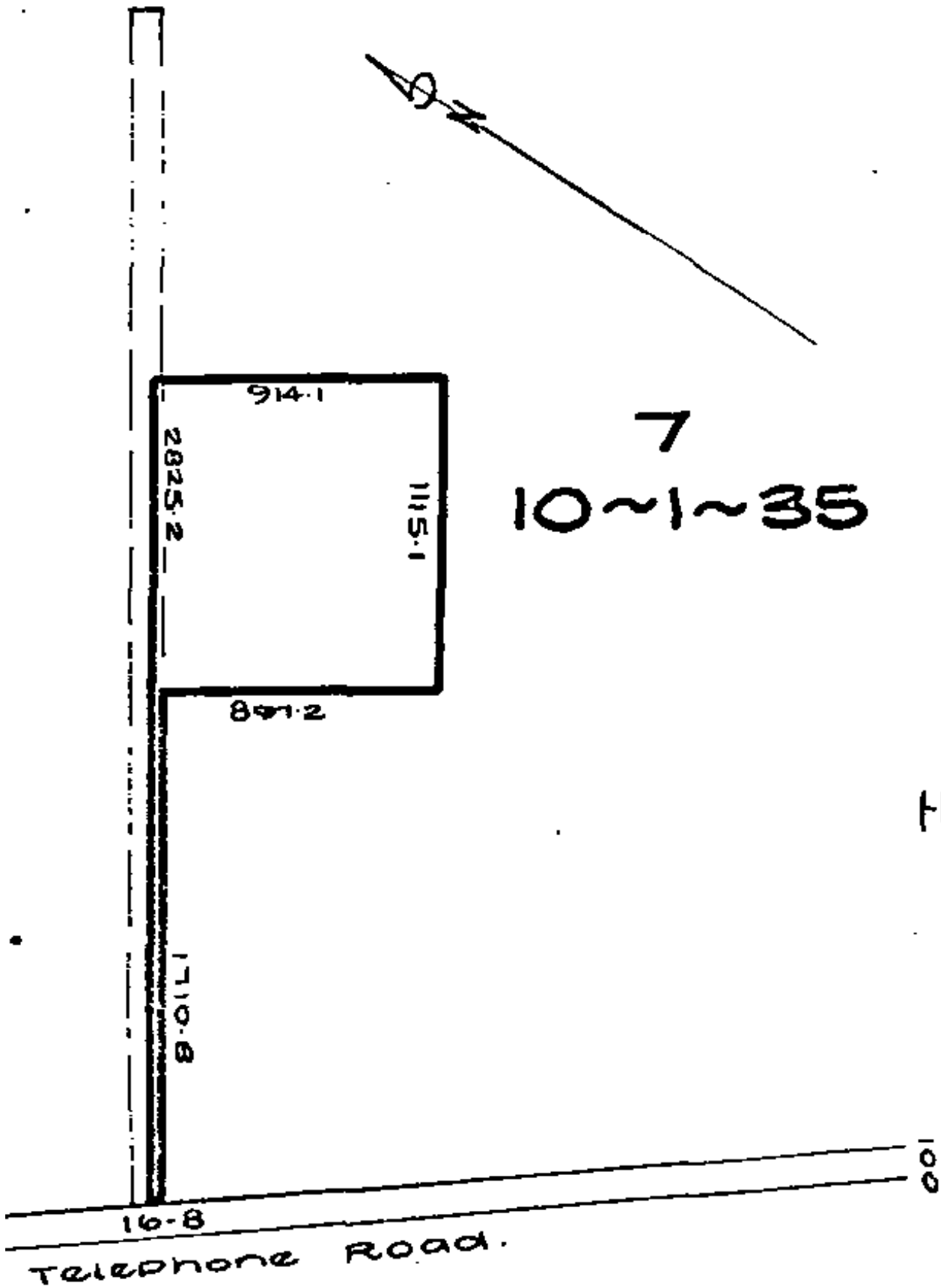
Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

Subject to drainage rights (in gross) over part in favour of The New Zealand Land Association Limited created by Transfer 44864

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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Registrar-General
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Identifier **SA21C/623**
Land Registration District **South Auckland**
Date Issued 18 November 1976

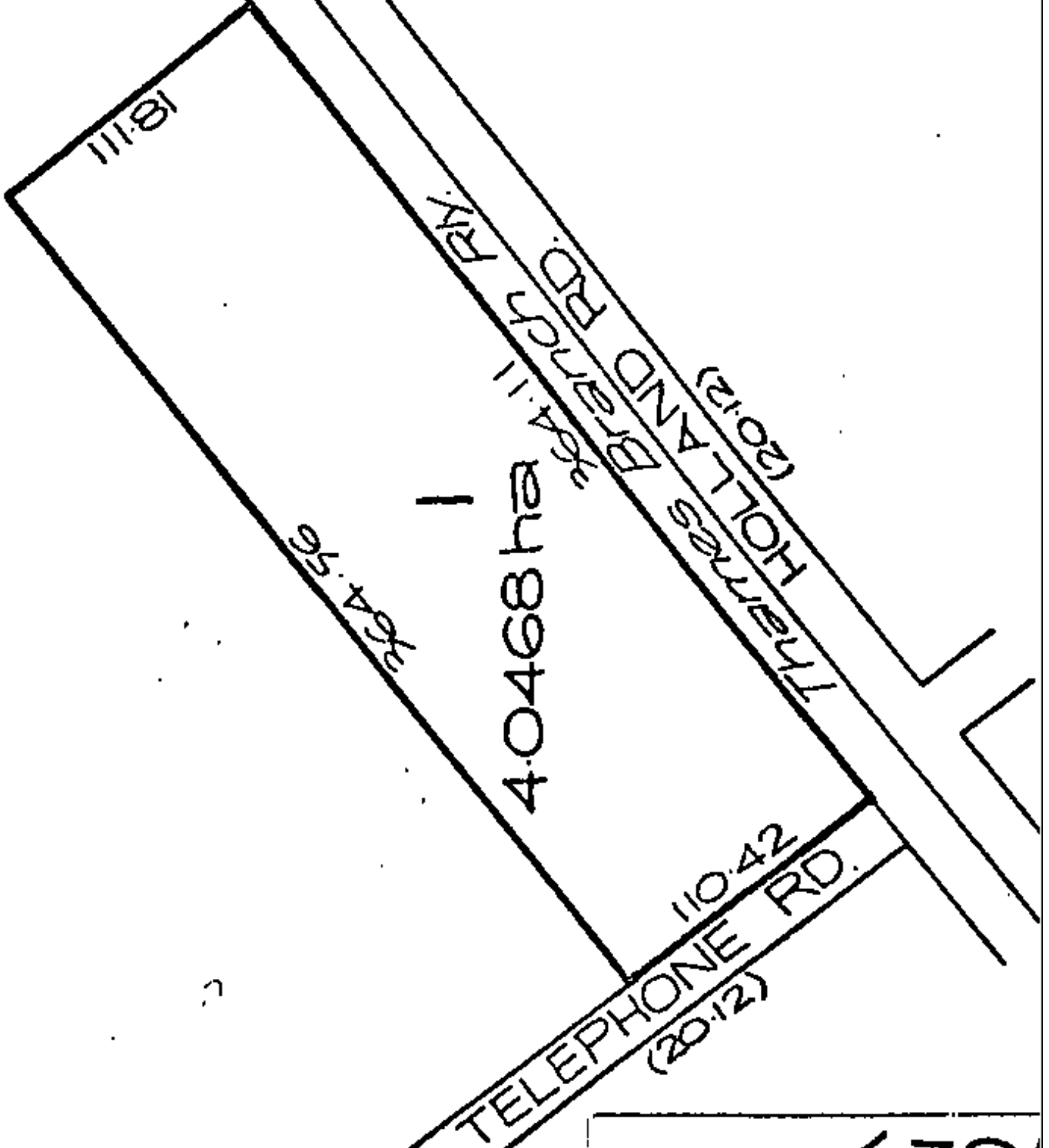
Prior References
SA281/251

Estate Fee Simple
Area 4.0468 hectares more or less
Legal Description Lot 1 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests
Appurtenant hereto is a water supply right created by Transfer B090603.5
11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm
Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)

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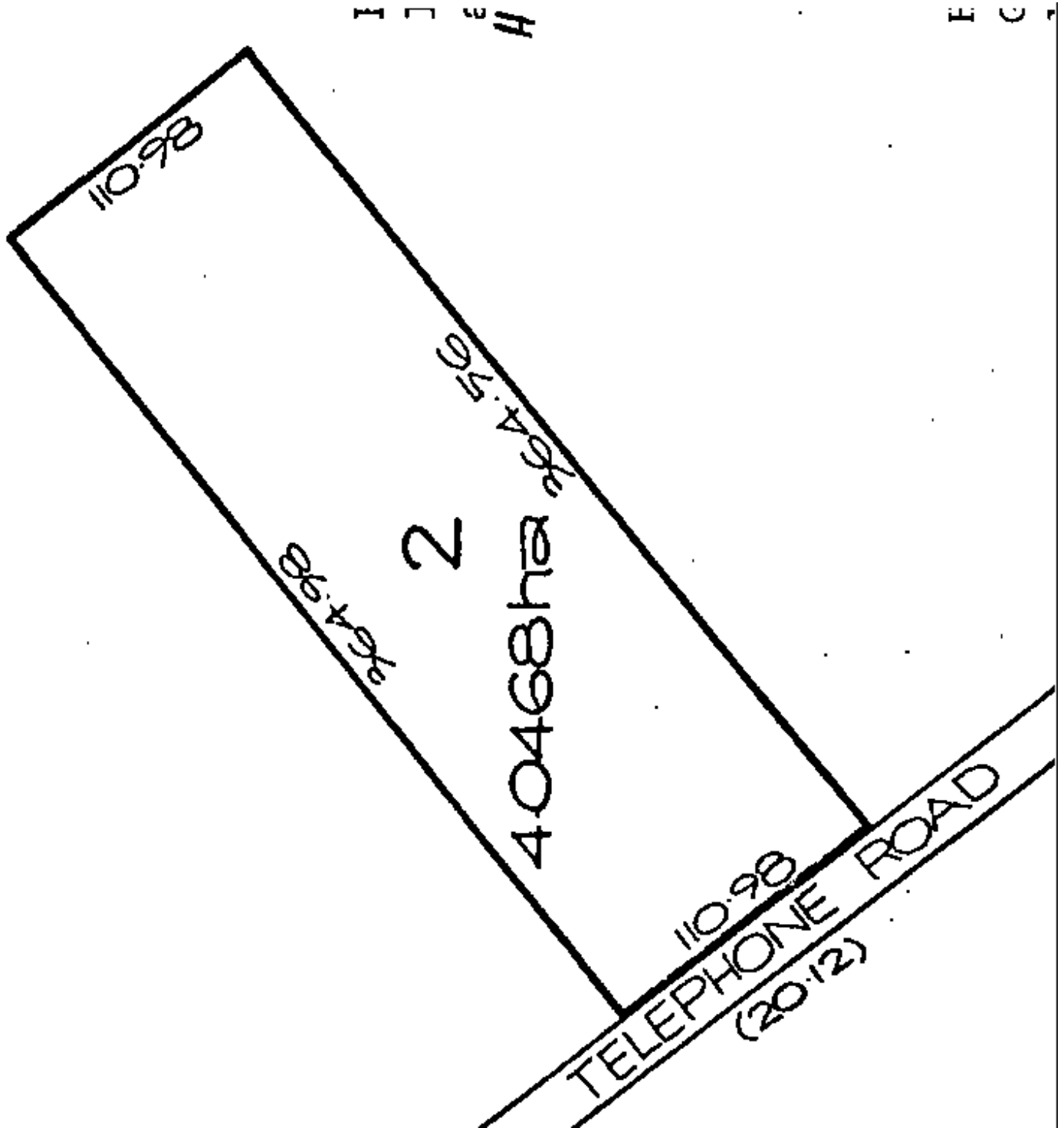
Identifier **SA21C/624**
Land Registration District **South Auckland**
Date Issued 18 November 1976

Prior References
SA281/251

Estate Fee Simple
Area 4.0468 hectares more or less
Legal Description Lot 2 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests
Appurtenant hereto is a water supply right created by Transfer B090603.5
11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm
Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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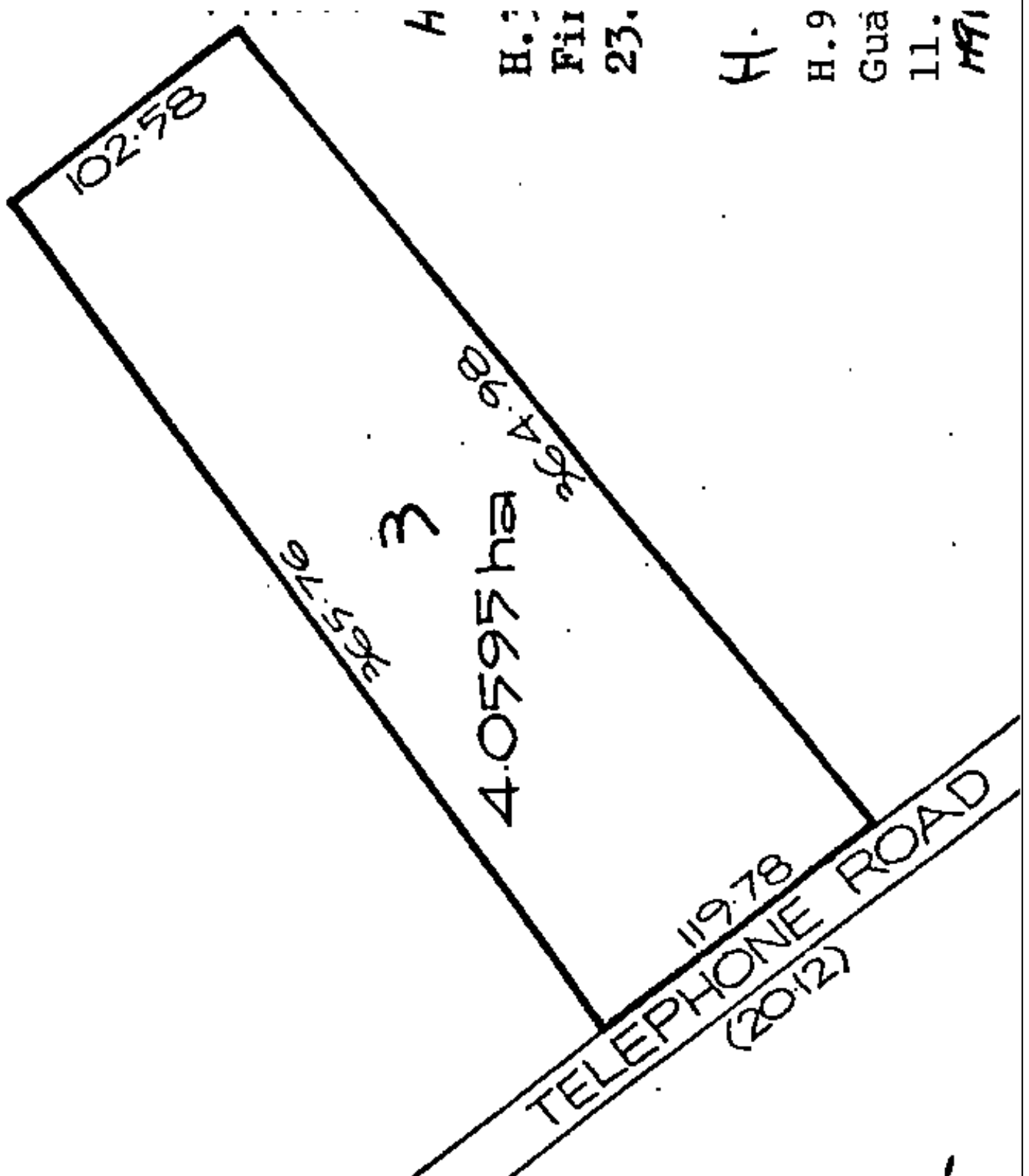
Identifier **SA21C/625**
Land Registration District **South Auckland**
Date Issued 18 November 1976

Prior References
SA281/251

Estate Fee Simple
Area 4.0595 hectares more or less
Legal Description Lot 3 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests
Appurtenant hereto is a water supply right created by Transfer B090603.5
11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm
Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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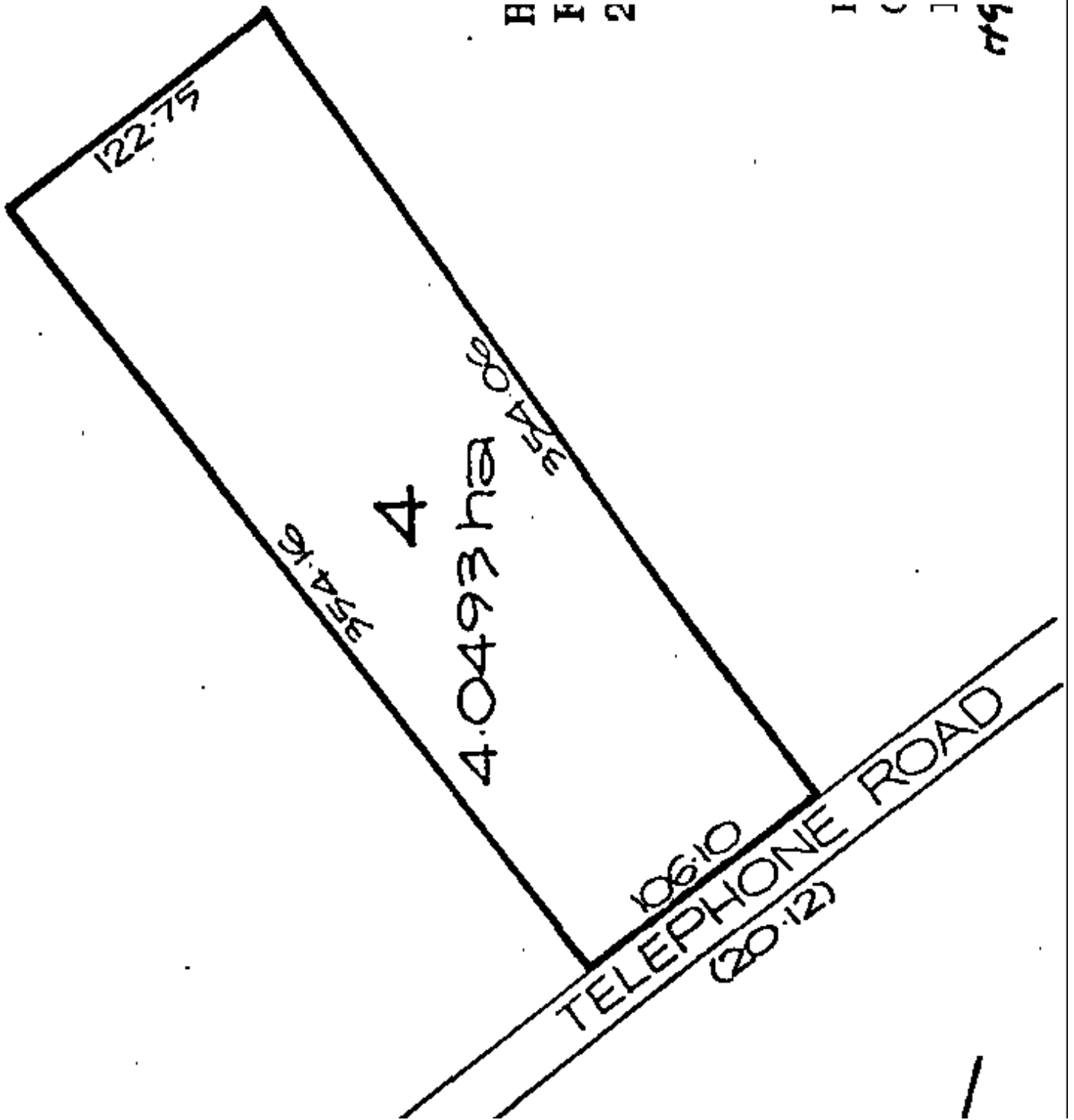
Identifier **SA21C/626**
Land Registration District **South Auckland**
Date Issued 18 November 1976

Prior References
SA281/251

Estate Fee Simple
Area 4.0493 hectares more or less
Legal Description Lot 4 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests
Appurtenant hereto is a water supply right created by Transfer B090603.5
11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm
Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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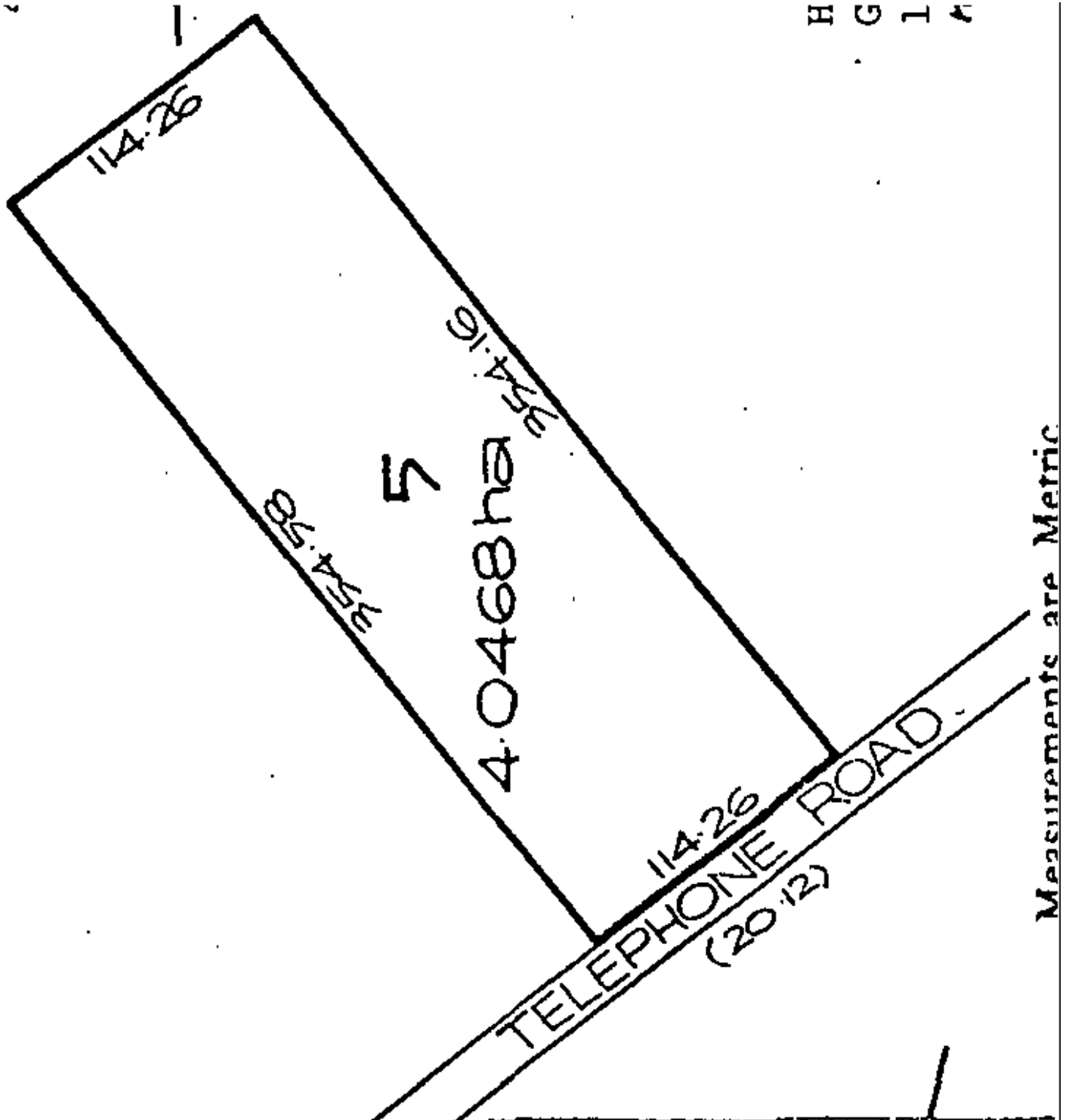
Identifier SA21C/627
Land Registration District South Auckland
Date Issued 18 November 1976

Prior References
SA281/251

Estate Fee Simple
Area 4.0468 hectares more or less
Legal Description Lot 5 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests
Appurtenant hereto is a water supply right created by Transfer B090603.5
11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm
Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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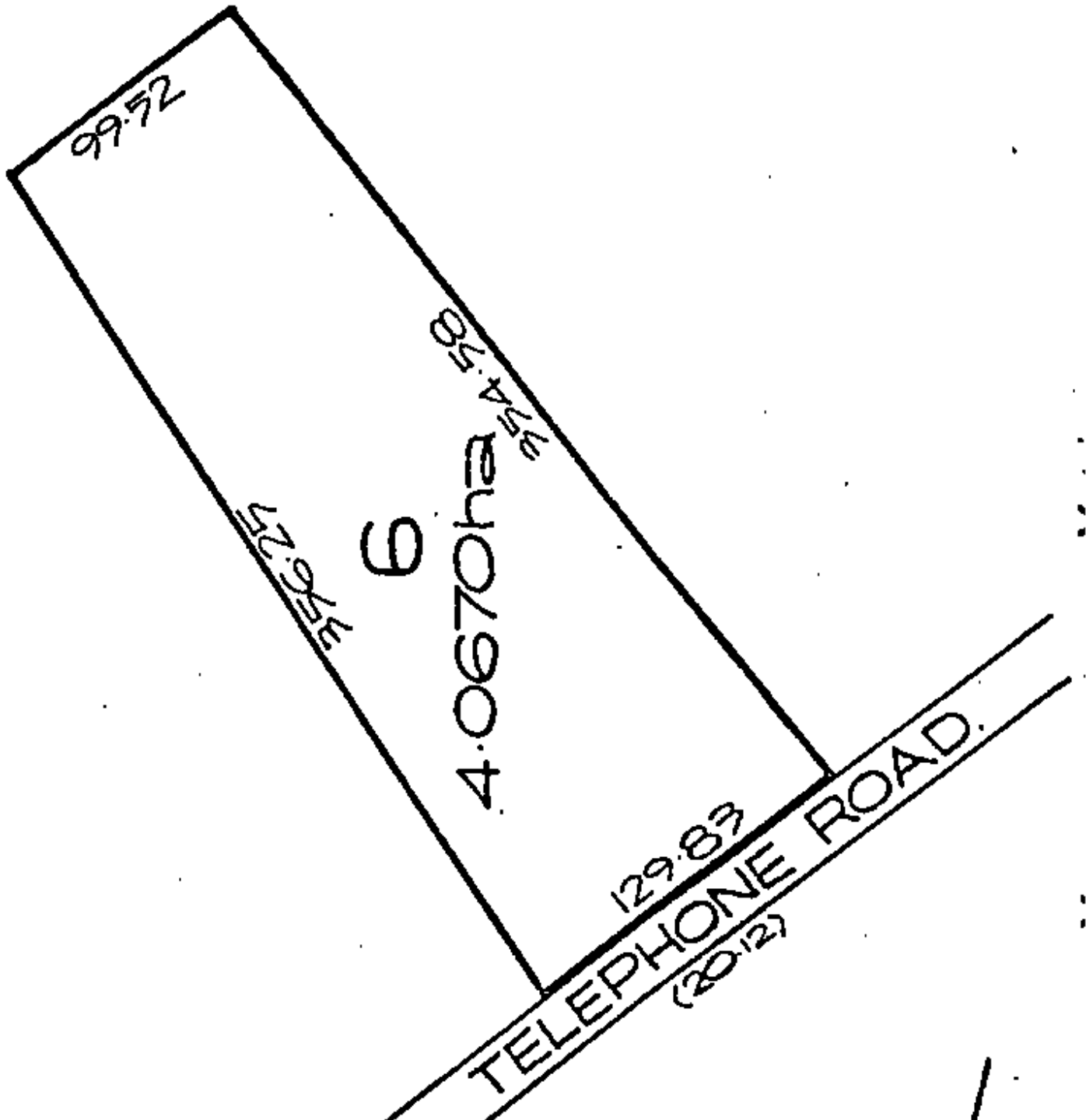
Identifier SA21C/628
Land Registration District South Auckland
Date Issued 18 November 1976

Prior References
SA281/251

Estate Fee Simple
Area 4.0670 hectares more or less
Legal Description Lot 6 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests
Appurtenant hereto is a water supply right created by Transfer B090603.5
11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm
Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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

Identifier **SA25D/1283**
Land Registration District **South Auckland**
Date Issued 29 April 1980

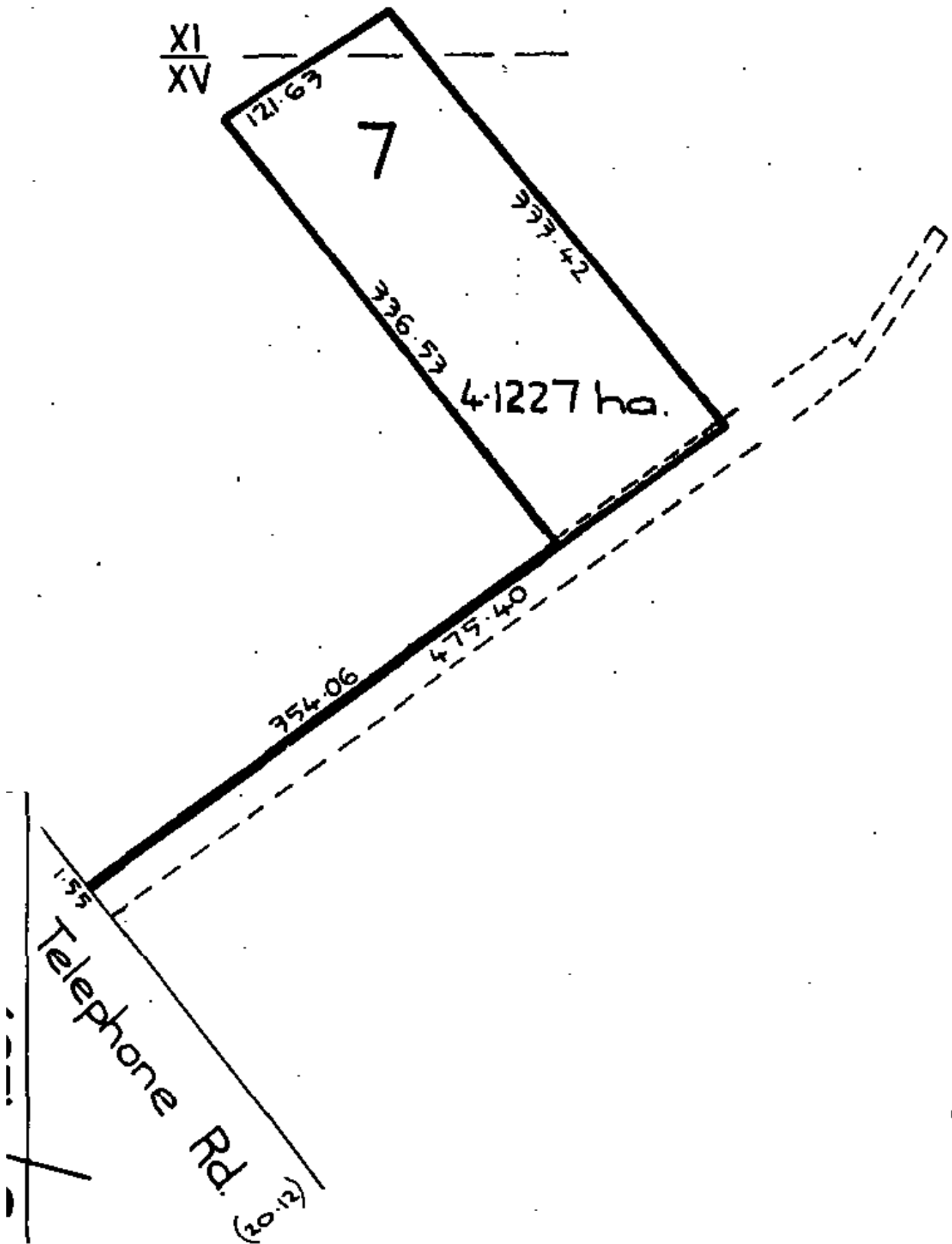
Prior References
SA21C/629

Estate Fee Simple
Area 4.1227 hectares more or less
Legal Description Lot 7 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

Subject to Section 348 Local Government Act 1974
Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am
Subject to a right of way over part coloured blue on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am
Appurtenant hereto is a water supply right created by Transfer B090603.5
11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm
Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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R.W. Muir
Registrar-General
of Land

Identifier **SA25D/1284**
Land Registration District **South Auckland**
Date Issued 29 April 1980

Prior References
SA21C/629

Estate Fee Simple
Area 4.1606 hectares more or less
Legal Description Lot 8 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

Subject to Section 348 Local Government Act 1974

Subject to a right of way over part coloured yellow on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

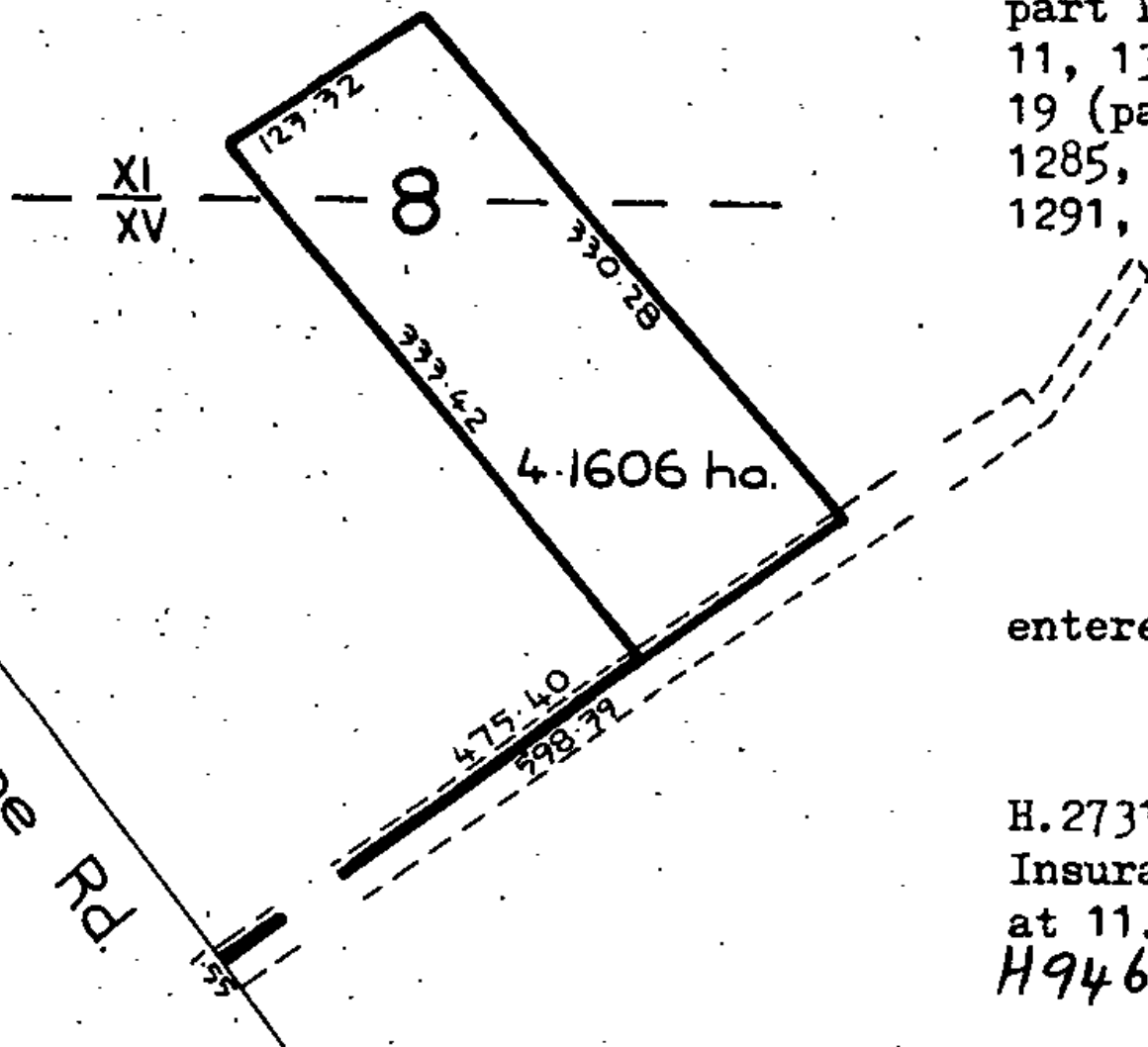
Appurtenant hereto is a water supply right created by Transfer B090603.5

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)

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Blk XI + XV Komakorau S.D.

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R.W. Muir
Registrar-General
of Land

Identifier SA25D/1285
Land Registration District South Auckland
Date Issued 29 April 1980

Prior References
SA21C/629

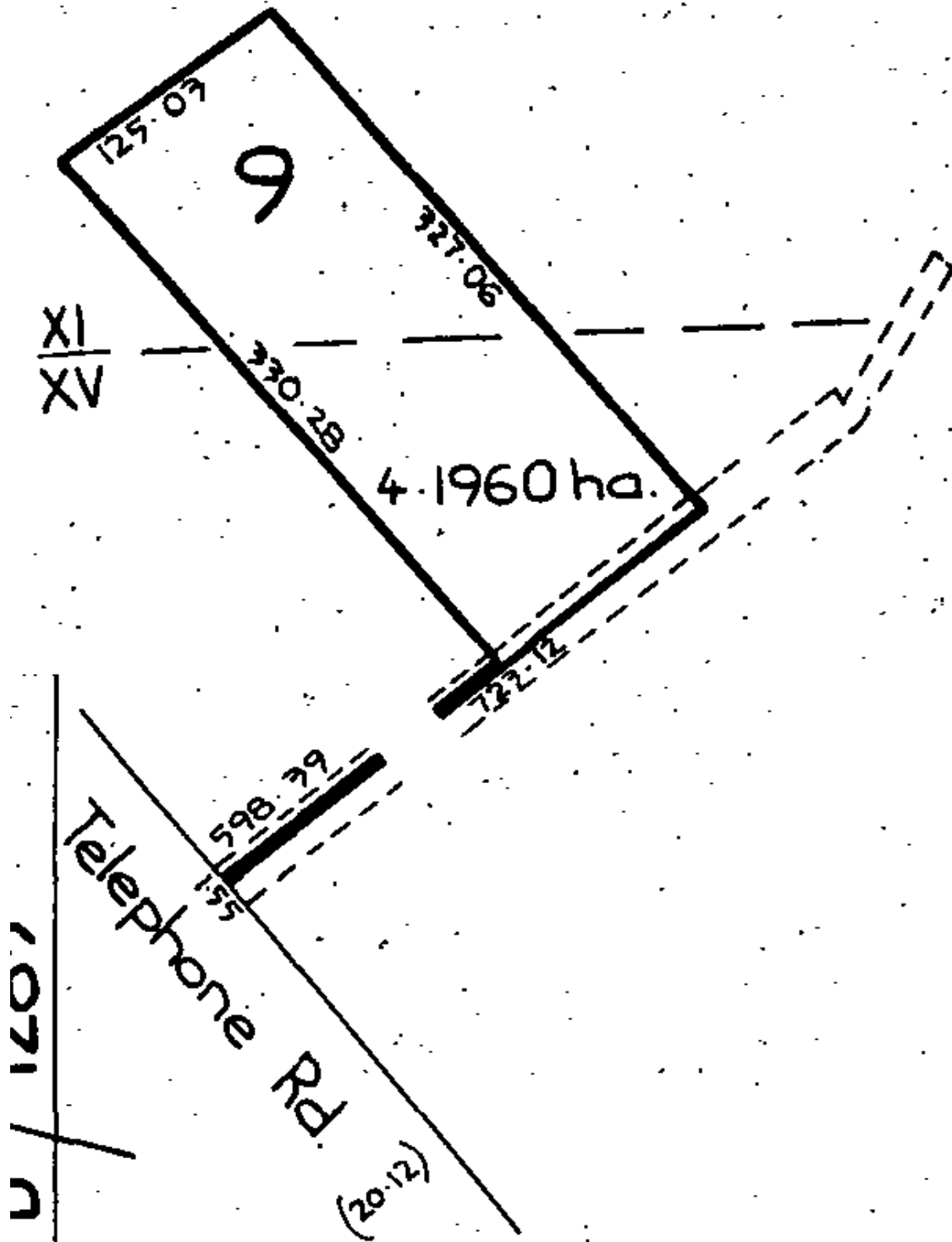
Estate Fee Simple
Area 4.1960 hectares more or less
Legal Description Lot 9 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

Subject to Section 348 Local Government Act 1974
Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am
Subject to a right of way over part coloured blue on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am
Appurtenant hereto is a water supply right created by Transfer B090603.5 - 7.7.1992 at 9:16 am
11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm
Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)

Bik XI & XV Komakorau S.D





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R.W. Muir
Registrar-General
of Land

Identifier **SA25D/1286**
Land Registration District **South Auckland**
Date Issued 29 April 1980

Prior References
SA21C/629

Estate Fee Simple
Area 4.2365 hectares more or less
Legal Description Lot 10 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

Subject to Section 348 Local Government Act 1974

Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

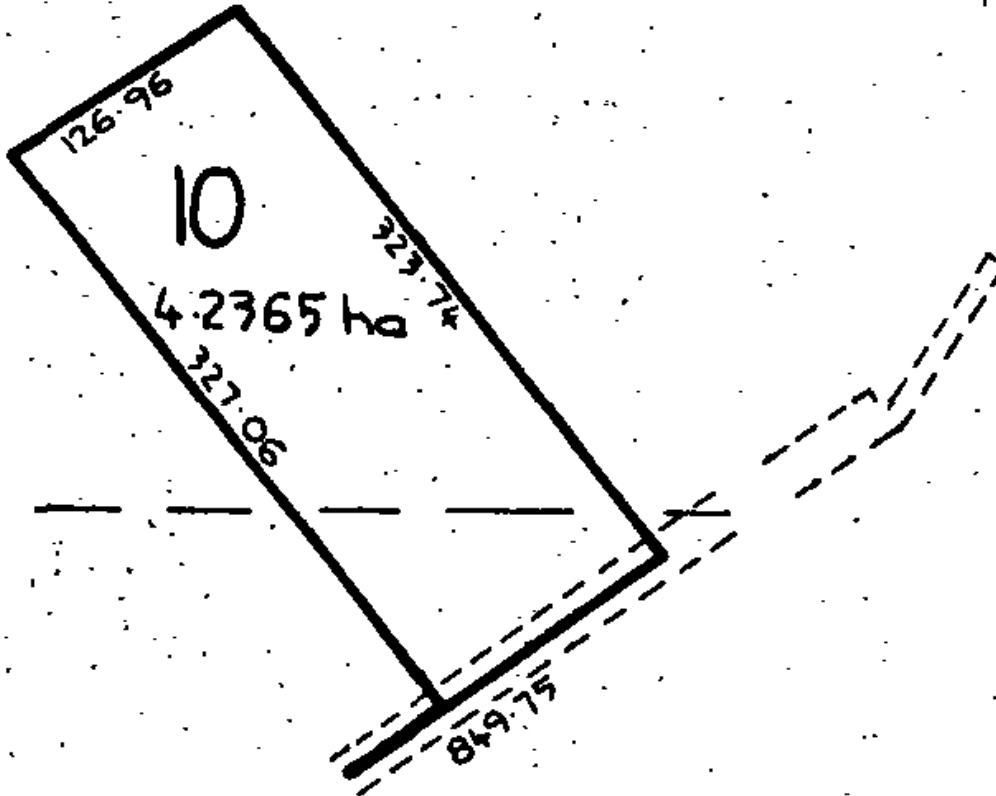
Subject to a right over part coloured yellow on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto is a water supply right created by Transfer B090603.5

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)

Blk XI & XV Komakorau S.D.



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

Identifier SA25D/1287
Land Registration District South Auckland
Date Issued 29 April 1980

Prior References
SA21C/629

Estate Fee Simple
Area 4.2820 hectares more or less
Legal Description Lot 11 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

Subject to Section 348 Local Government Act 1974

Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

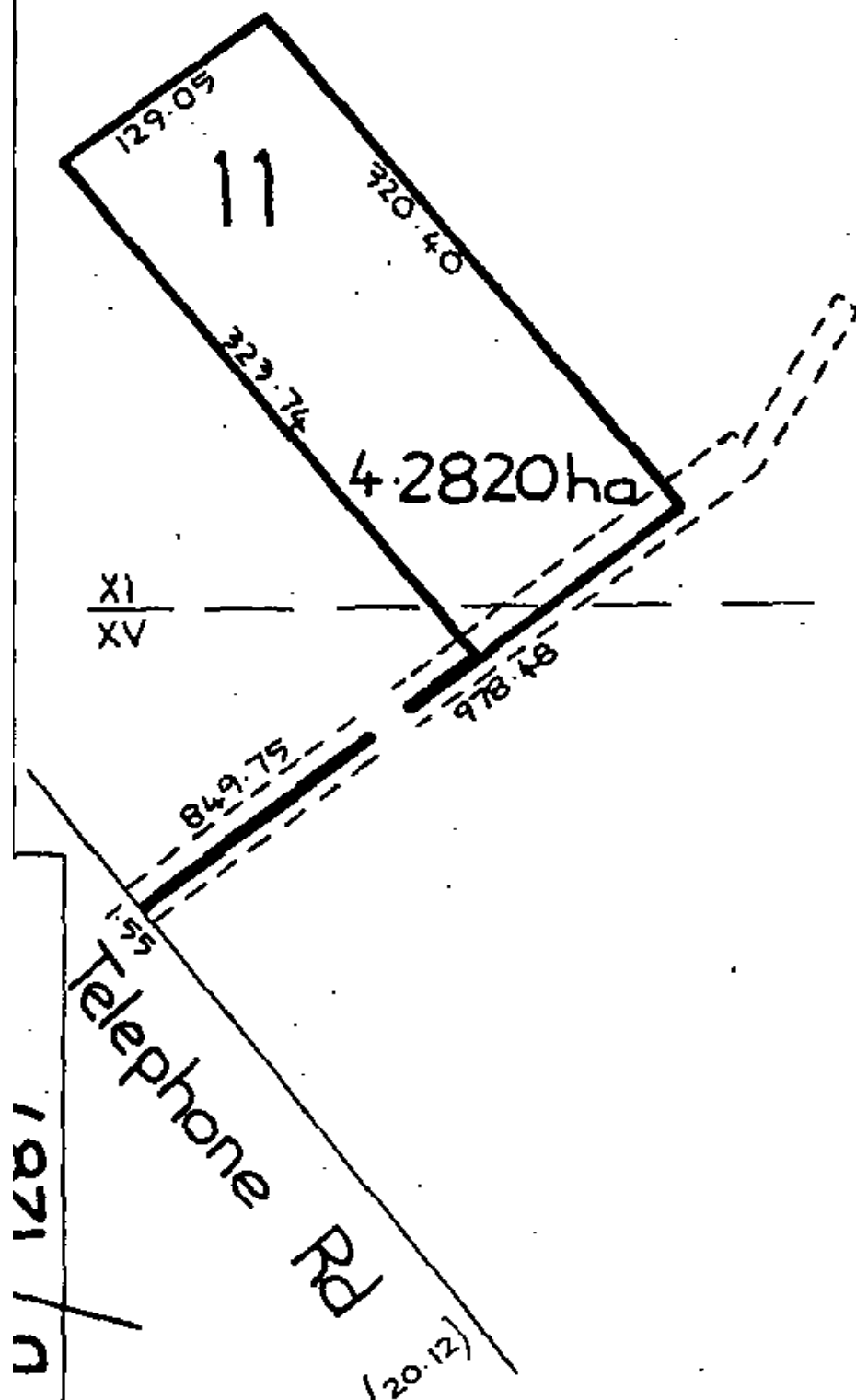
Subject to a right over part coloured blue on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto is a water supply right created by Transfer B090603.5

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)

Blk XI & XV Komakorau S.D.



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R.W. Muir
Registrar-General
of Land

Identifier **SA25D/1288**
Land Registration District **South Auckland**
Date Issued 29 April 1980

Prior References
SA21C/629

Estate Fee Simple
Area 5.7086 hectares more or less
Legal Description Lot 12 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

Subject to Section 348 Local Government Act 1974

Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

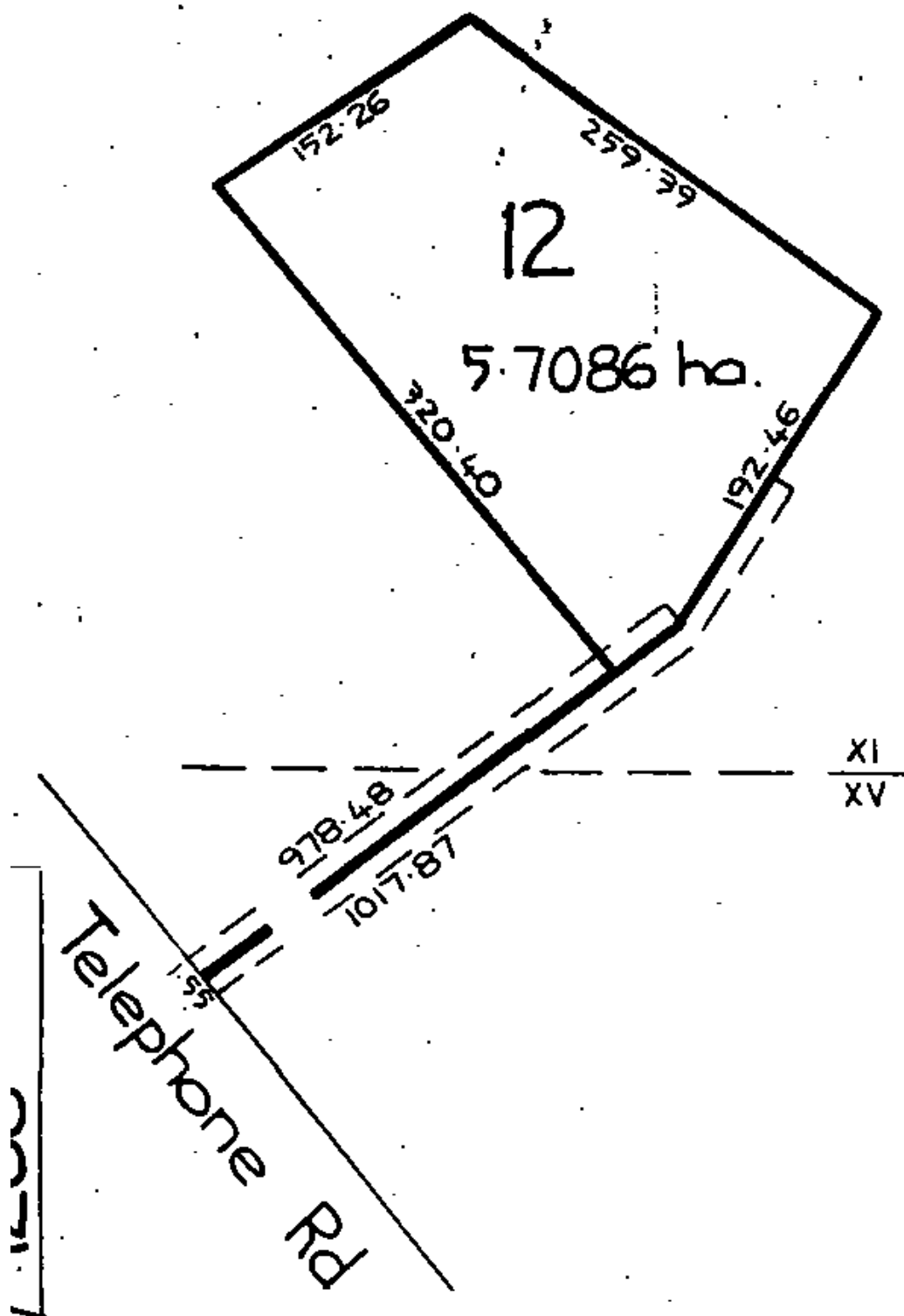
Subject to a right over part coloured yellow on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto is a water supply right created by Transfer B090603.5

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)

Blik XI & XV Komakorau S.D.





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

Identifier **SA25D/1289**
Land Registration District **South Auckland**
Date Issued 29 April 1980

Prior References
SA21C/629

Estate Fee Simple
Area 4.2289 hectares more or less
Legal Description Lot 13 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

The provisions of Section 348 Local Government Act 1974 are applicable to the within land

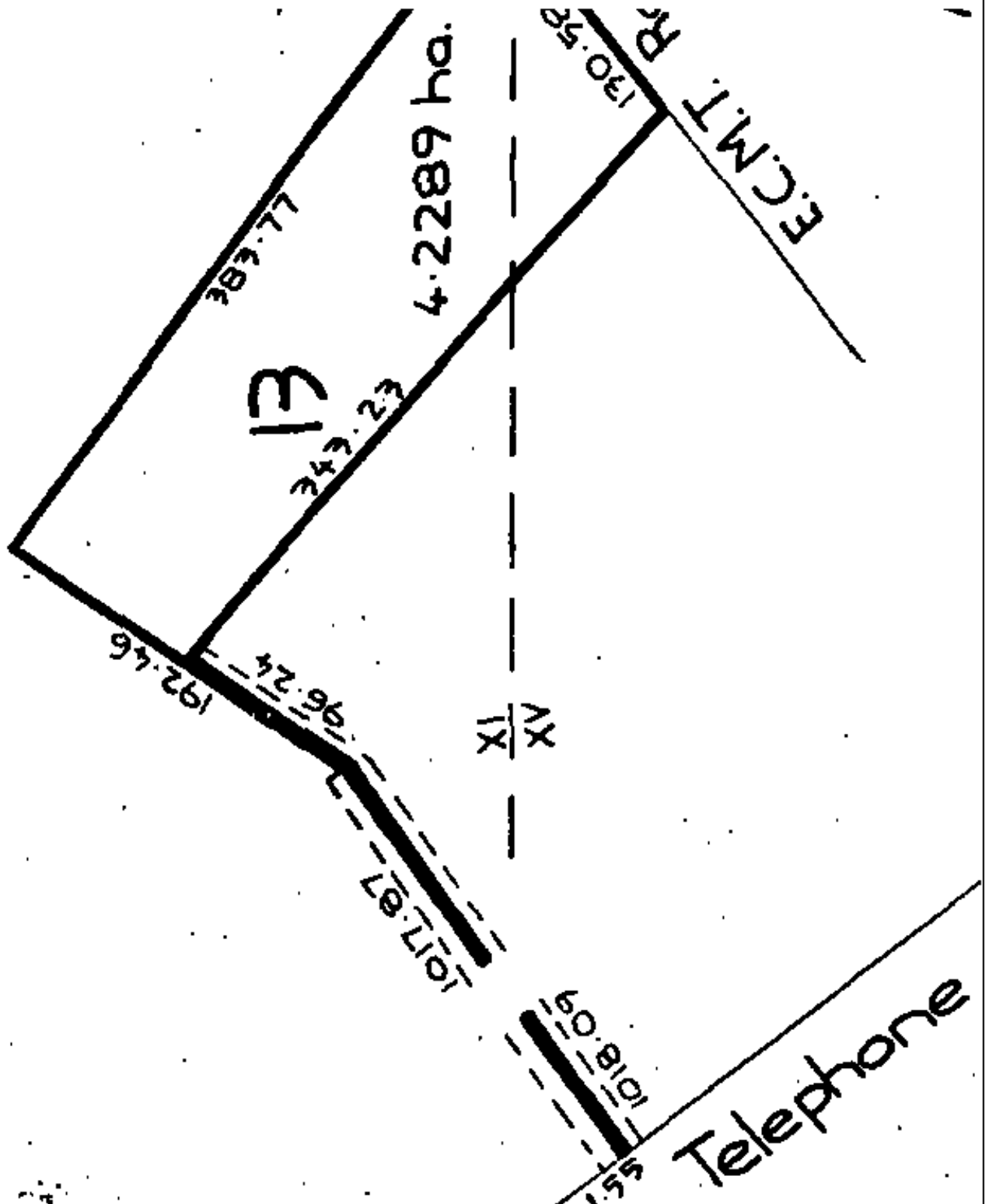
Subject to a right of way over part marked Blue on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto is a water supply right created by Transfer B090603.5

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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

Identifier SA25D/1290
Land Registration District South Auckland
Date Issued 29 April 1980

Prior References
SA21C/629

Estate Fee Simple
Area 4.1885 hectares more or less
Legal Description Lot 14 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

The provisions of Section 348 Local Government Act 1974 are applicable to the within land

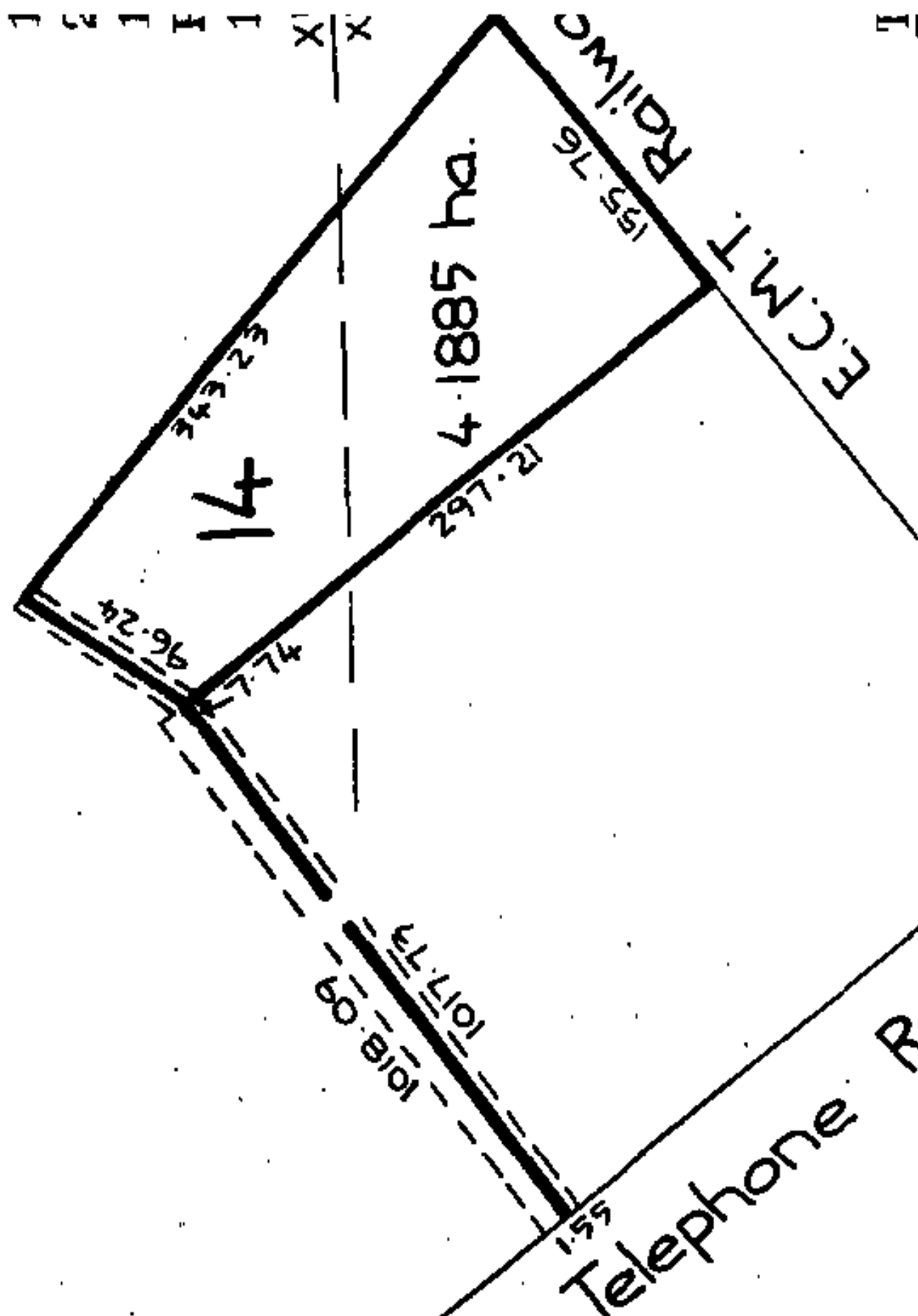
Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Subject to a right of way over part coloured yellow on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto is a water supply right created by Transfer B090603.5

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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R.W. Muir
Registrar-General
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Identifier **SA25D/1291**
Land Registration District **South Auckland**
Date Issued 29 April 1980

Prior References
SA21C/629

Estate Fee Simple
Area 4.2871 hectares more or less
Legal Description Lot 15 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

The provisions of Section 348 Local Government Act 1974 are applicable to the within land

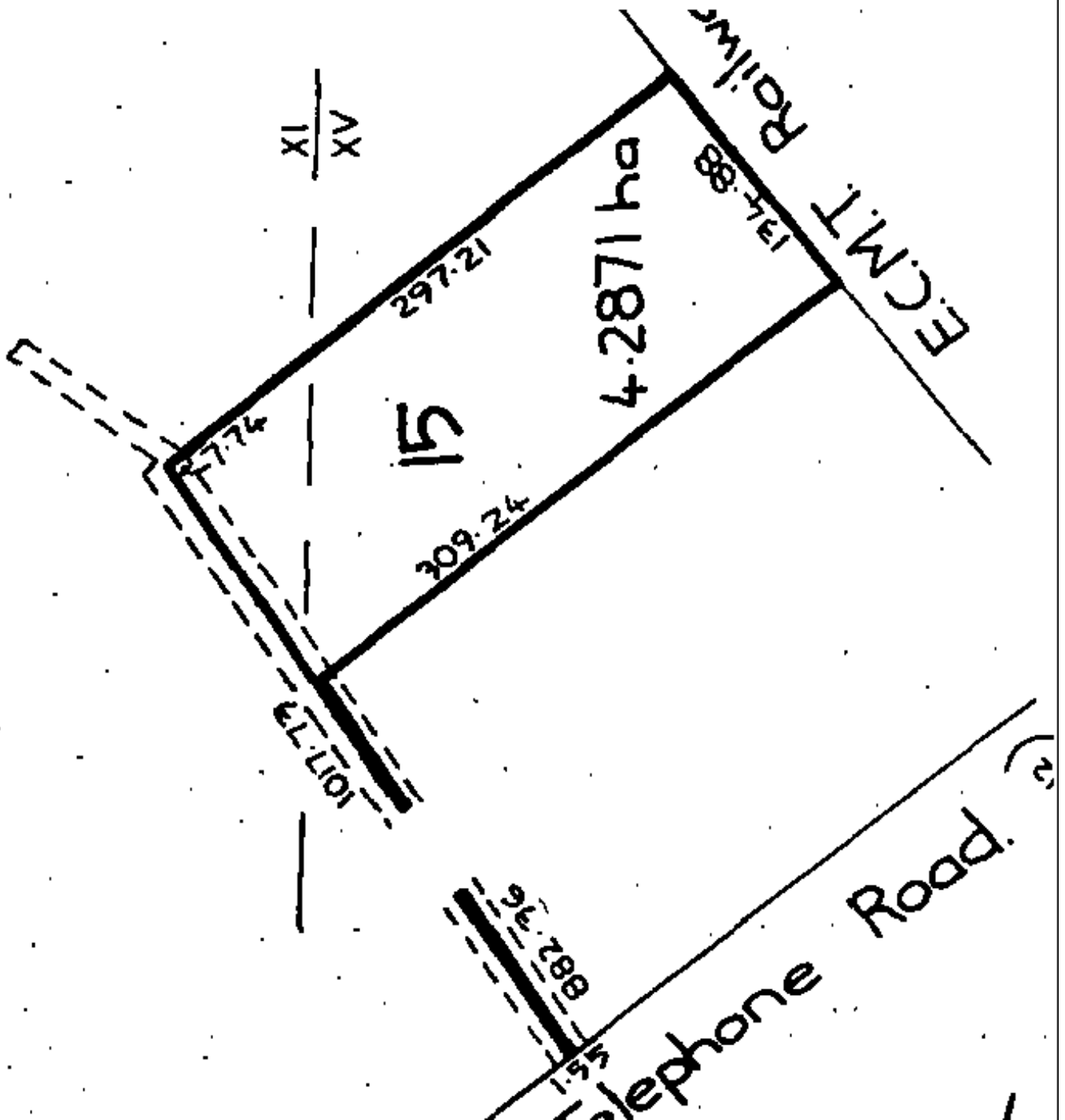
Subject to a right of way over part coloured blue on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto is a water supply right created by Transfer B090603.5

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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R.W. Muir
Registrar-General
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Identifier SA25D/1292
Land Registration District South Auckland
Date Issued 29 April 1980

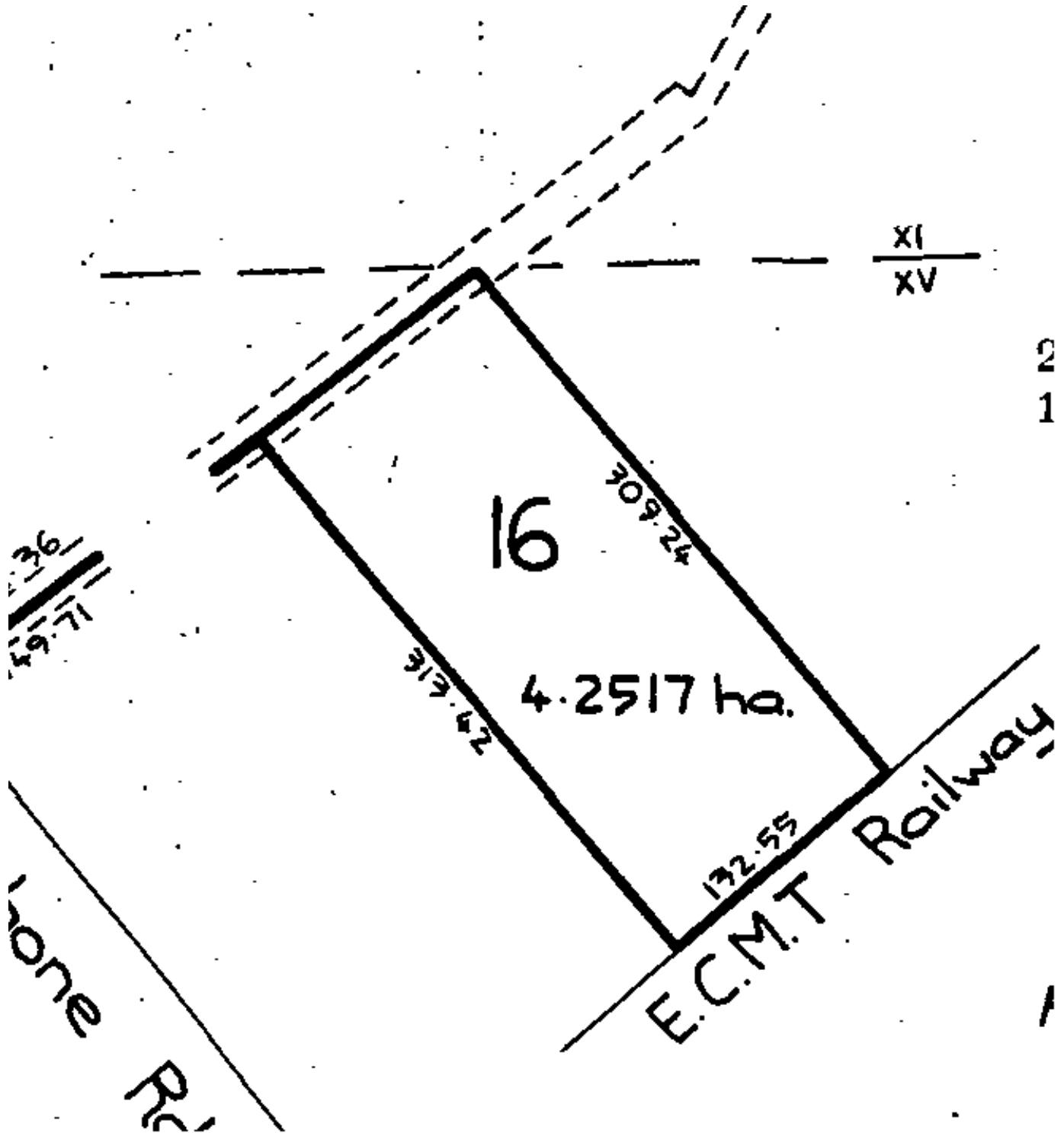
Prior References
SA21C/629

Estate Fee Simple
Area 4.2517 hectares more or less
Legal Description Lot 16 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

The provisions of Section 348 Local Government Act 1974 are applicable to the within land
Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am
Subject to a right of way over part coloured yellow on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977
at 11.50 am
Appurtenant hereto is a water supply right created by Transfer B090603.5
11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm
Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





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




R.W. Muir
Registrar-General
of Land

Identifier **SA25D/1293**
Land Registration District **South Auckland**
Date Issued 29 April 1980

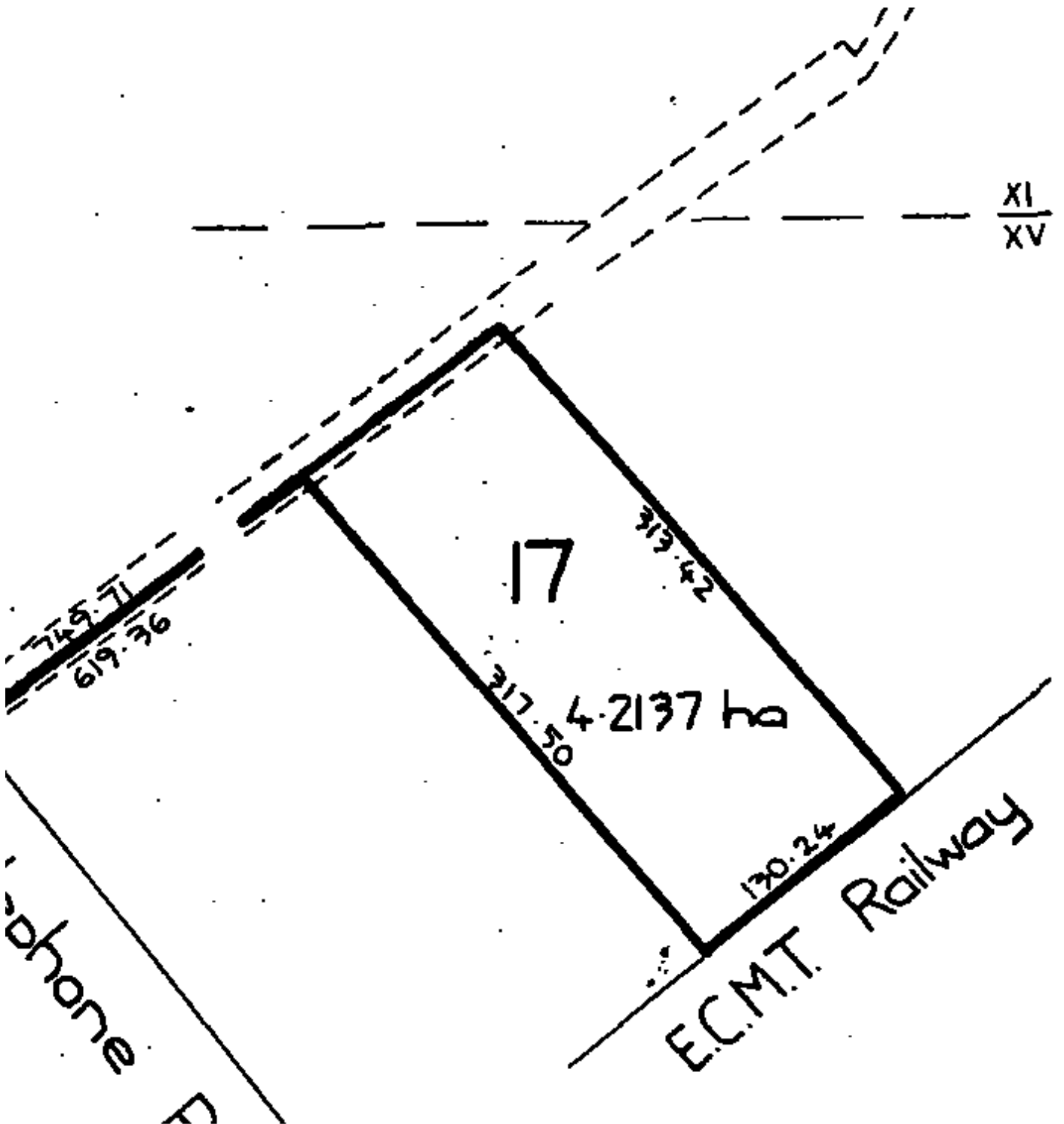
Prior References
SA21C/629

Estate Fee Simple
Area 4.2137 hectares more or less
Legal Description Lot 17 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

The provisions of Section 348 Local Government Act 1974 are applicable to the within land
Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am
Subject to a right of way over part coloured blue on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am
Appurtenant hereto is a water supply right created by Transfer B090603.5
11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm
Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **SA25D/1294**
Land Registration District **South Auckland**
Date Issued 29 April 1980

Prior References
SA21C/629

Estate Fee Simple
Area 4.1707 hectares more or less
Legal Description Lot 18 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

The provisions of Section 348 Local Government Act 1974 are applicable to the within land

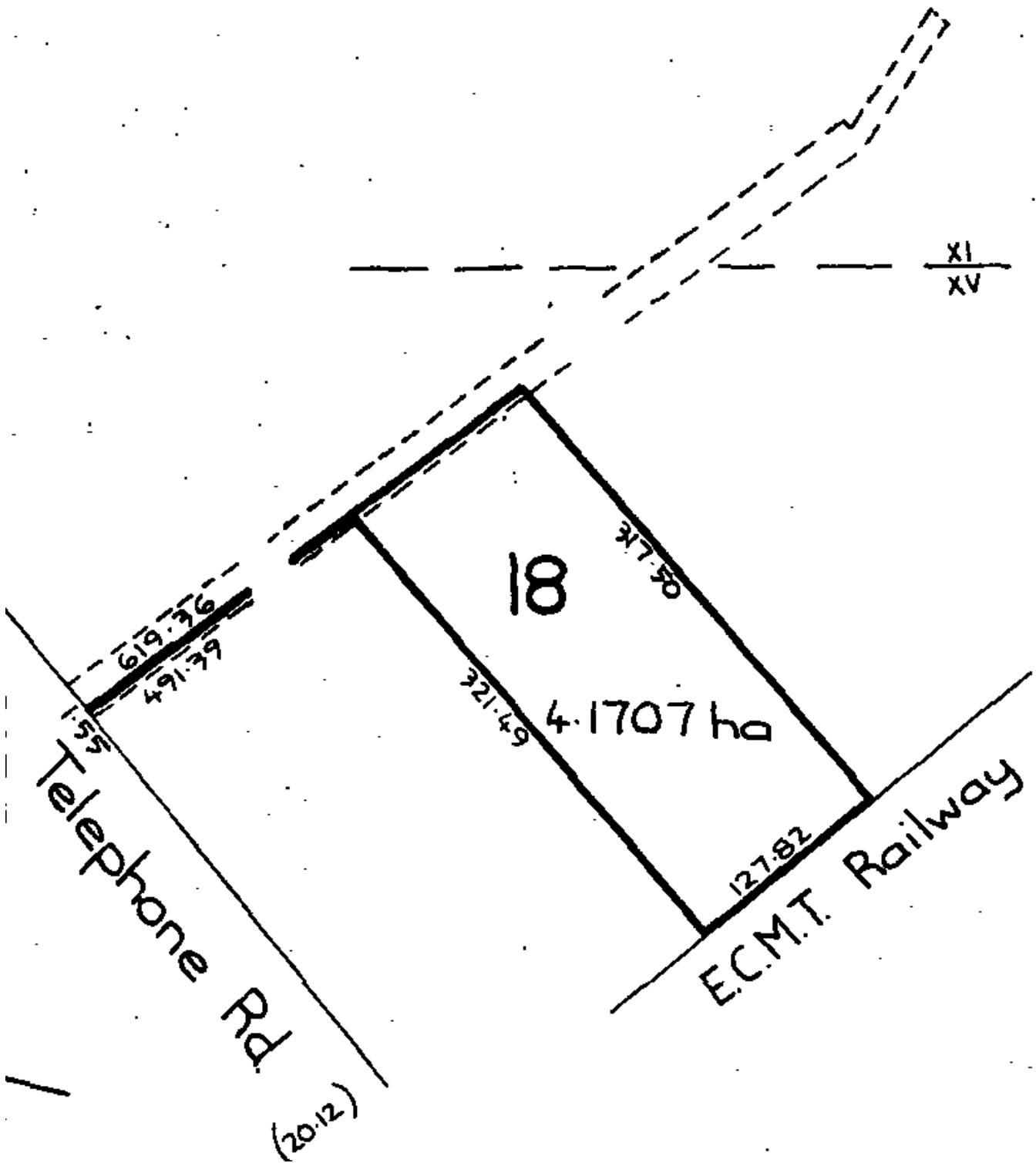
Subject to a right of way over part coloured yellow on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto is a water supply right created by Transfer B090603.5

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **SA25D/1295**
Land Registration District **South Auckland**
Date Issued 29 April 1980

Prior References
SA21C/629

Estate Fee Simple
Area 4.1252 hectares more or less
Legal Description Lot 19 Deposited Plan South Auckland
14821

Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests

The provisions of Section 348 Local Government Act 1974 are applicable to the within land

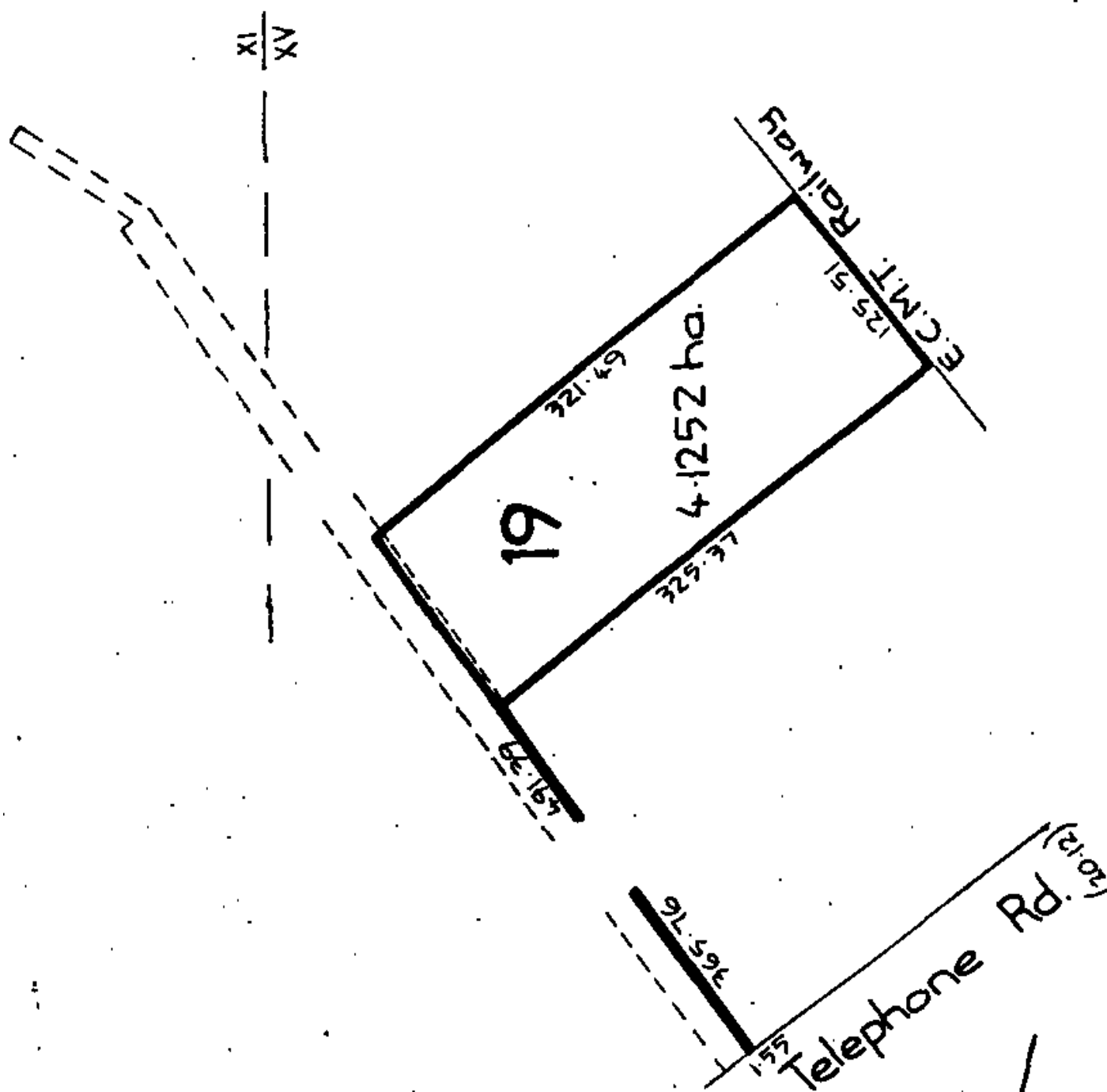
Subject to a right of way over part coloured blue on DPS 14821 specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto are rights of way specified in Easement Certificate H122339 - 15.3.1977 at 11.50 am

Appurtenant hereto is a water supply right created by Transfer B090603.5

11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm

Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



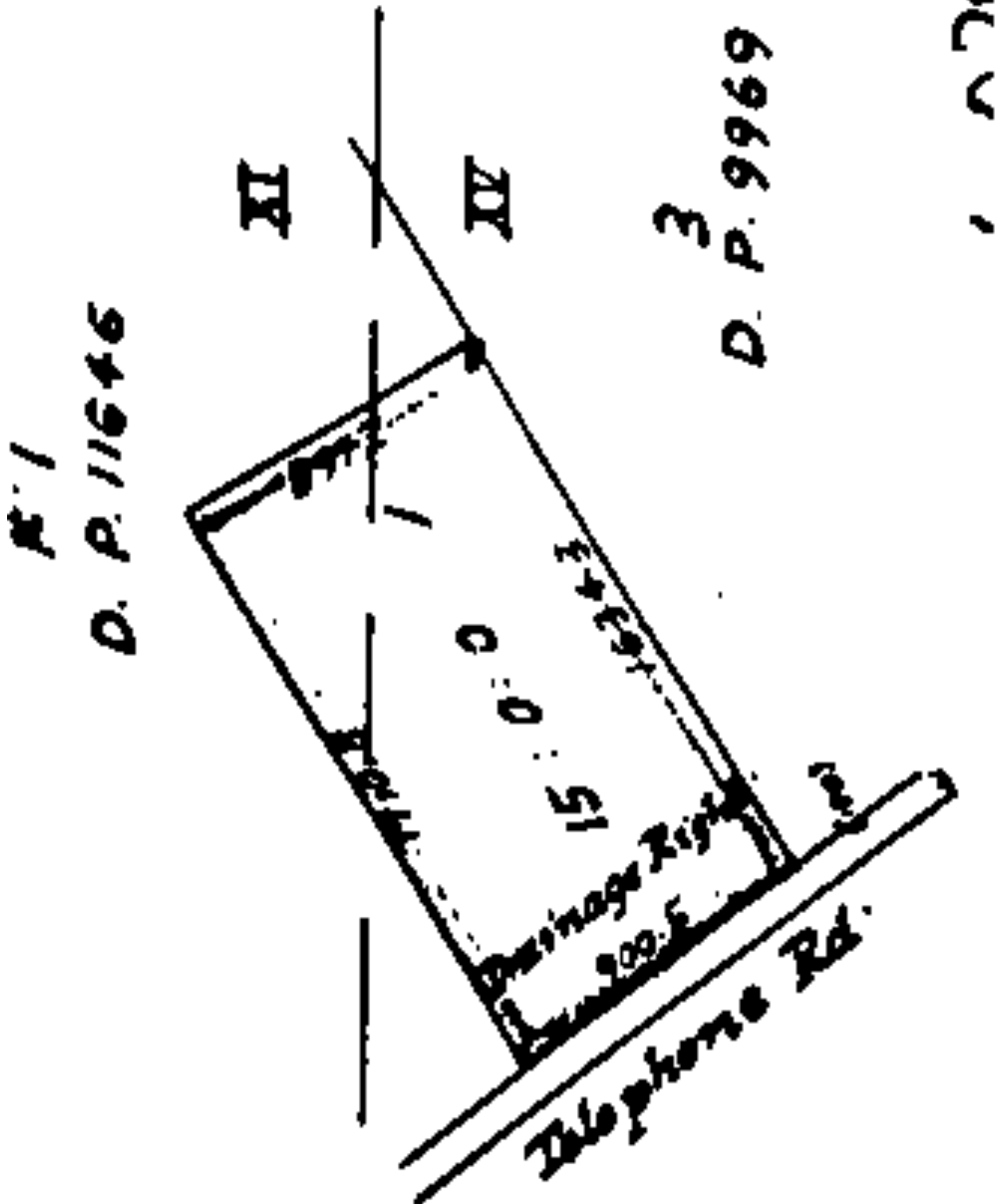

R.W. Muir
Registrar-General
of Land

Identifier **SA933/285**
Land Registration District **South Auckland**
Date Issued 26 August 1949

Prior References
SA278/248

Estate Fee Simple
Area 6.0703 hectares more or less
Legal Description Lot 1 Deposited Plan 36551
Registered Owners
Melanie Jones and CB Trustees 2010 Limited

Interests
Subject to drainage rights over part created by Transfer 44864
11725835.2 Mortgage to ASB Bank Limited - 25.3.2020 at 5:32 pm
Land Covenant in Covenant Instrument 12492329.1 - 22.6.2022 at 3:03 pm (Limited as to duration)



Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017

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

Melanie Jones and CB Trustees 2010 Limited

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

Melanie Jones and CB Trustees 2010 Limited

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
land covenant		RT SA14B/1246	RTs SA 25D/1285 - SA 25D/1295, SA 933/285, SA 14B/1247 - SA 14B/1252, SA 21C/623 - SA 21C/628, SA 25D/1283 and SA 25D/1284

Covenant rights and powers (including terms, covenants and conditions)*Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.]

[Annexure Schedule _____].

Annexure Schedule

Page of Pages

2015/5049
APPROVED
Registrar-General of Land

Insert instrument type

covenant instrument to note land covenant

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

The intention of these land covenants is to establish and maintain an attractive, high quality and well-designed residential development, while providing for appropriate flexibility in the design and architecture of the Houses and other buildings and structures to allow for creativity and individuality within the development.

Interpretation

- 1 In these land covenants, the following terms have the corresponding meanings provided below:
- (a) **"Grantor"** means Swordfish Projects Limited (company number 4100919) or any party nominated by Swordfish Projects Limited.
 - (b) **"House"** or **"Houses"** mean any residential building or house, or part of a residential building or house, which is intended to be used as a separate residence.
 - (c) **"Owner"** means any registered proprietor of any Lot referred to as the Servient Land in Schedule A.
 - (d) **"Property"** or **"Properties"** mean any Lot referred to as the Servient Land in Schedule A.

Further Subdivision

- 2 The Owner must not subdivide the Property, without the written consent of the Grantor, such consent to be at the Grantor's sole discretion provided that this clause 2 of the covenants shall expire at the point that the trustees for the time being of the Wishbone Trust created by trust deed dated 15 October 2014 (the trustees at the date of registration of this covenant being Melanie Jones and CB Trustees 2010 Limited) no longer own any of the land comprised in RTs SA 25D/1285 - SA 25D/1295, SA 933/285, SA 14B/1247 - SA 14B/1252, SA 21C/623 - SA 21C/628, SA 25D/1283 and SA 25D/1284 owned by the Trust as at the date of registration of these covenants.

House

- 3 Unless expressly provided otherwise in these land covenants, the Owner must not build or cause to be built on the Property any buildings other than one House and one residential ancillary unit, and only be resided in by immediate family of the Owner.
- 4 The House and ancillary residential unit must be newly constructed on the Property and not a relocated or second hand House.
- 5 All materials used in construction of the House and ancillary residential unit must be first grade new materials, provided that the ancillary residential unit must be appropriately painted or prefinished and of materials and colour that match the House unless otherwise approved by the Grantor.
- 6 The minimum floor area of the House (excluding any garage or carport, deck, veranda, patio, pergola or covered area) must be 240 m².

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

For the purpose of this clause:

- (a) the floor area will be calculated "over framing", and will exclude:
 - (i) the thickness of wall claddings, unless those wall claddings form a significant part of the structural integrity of the wall (for example masonry block walls); and
 - (ii) any area outside the insulated building envelope of the House. For the avoidance of doubt, any insulated or un-insulated internal garaging will not be considered floor area; and
 - (b) the Grantor may waive the minimum floor area requirement if it is satisfied in its sole discretion that it will not detract significantly from the overall nature of the development and that the House is otherwise in accordance with all other land covenants.
- 7 The exterior cladding of the House must be constructed from one or more of the following types of materials:
- (a) Wall cladding:
 - (i) brick (kiln fired clay or concrete);
 - (ii) masonry block;
 - (iii) stone;
 - (iv) weatherboard ("linea" or "cedar");
 - (v) textured plaster finish (provided that it is on a solid substance such as brick or block); or
 - (vi) a type approved by the Grantor, provided that in the Grantor's opinion it is not of lesser visual appeal and or quality than the materials provided above;
- Provided that:
- (i) any brick or block selection used as wall cladding must first be approved by the Grantor' and
 - (ii) any exterior paint colour used in finishing any exterior wall cladding must also first be approved by the Grantor.
- 8 The roof of the House must have:
- (a) three or more hips or gables, or a combination of three or more hips and gables; and
 - (b) a roof pitch with a minimum angle of 28 degrees; or
 - (c) a flat roof or mono-pitched roof with three or more levels of roofing that provided it has first been approved by the Grantor; or
 - (d) have otherwise been specifically designed as an architectural feature and first approved by the Grantor.

- 9 Construction of the House must be completed within 12 months from the commencement of construction of the House.

Driveways & Parking

- 10 All driveways, parking and manoeuvring areas on the Property must be completed within three months of completion of the House.
- 11 Any motor homes, caravans, boats or similar objects parked on the Property must not be used for accommodation whilst on the Property.
- 12 No vehicles are to be parked on the Property, unless parked on a driveway or formed parking or manoeuvring area.

Fencing & Retaining Walls

- 13 No fences and/or retaining walls on the Property are to be located within five metres from the road boundary, unless first approved by the Grantor.
- 14 All fences and retaining walls on the Property which are visible from the road must be painted, stained or otherwise finished as first approved by the Grantor.
- 15 The height of any fence on the Property must:
- (a) not be more than 1.2 metres from the natural ground level unless first approved in writing by the Grantor; or
 - (b) if the fence is located on a retaining wall or any retained material not be higher than 1.2 metres above the top of the retaining wall, unless first approved by the Grantor.

Other Buildings or Structures

- 16 Sheds are permitted on the Property, provided that they:
- (a) are constructed from new materials and appropriately painted or prefinished and of materials and colour that match the House, or if it is a factory built shed, is of materials and colour that match the House; and
 - (b) are of a design and dimensions first approved in writing by the Grantor; and
 - (c) comply with all relevant local authority requirements.
- 17 Clotheslines on the Property must be located away from the road and appropriately screened so that they are not visible from any road.

Landscaping

- 18 An Owner must keep the Property in a neat and tidy condition, including by ensuring that:
- (a) grass is maintained so that it does not exceed a height of 100 mm on the area comprising the house and curtilage part of the Property;

- (b) rubbish does not accumulate on the Property; and
- (c) the Property does not otherwise look untidy.

- 19 If in the Grantor's opinion the Owner is at any time in breach of clause 18, the Grantor may cut the grass, remove the rubbish, or undertake any other work reasonably required to bring the Property in compliance with clause 18. Any costs for this work may be levied against the Owner, and the Owner must pay any such costs within ten working days of receiving an invoice from the Grantor.

Animals

- 20 An Owner must not allow to be kept on the Property, without the written consent of the Grantor in the sole discretion of the Grantor, any animals other than a maximum of 70 sheep and/or cattle, no more than 7 horses and no more than 6 hens at any one time, and no goats, pigs, roosters and beehives.
- 21 Further, an Owner will not allow to be kept on the Property more than two dogs or three cats of a greater age than three months.

Use of Property

- 22 The Property must not be issued for commercial or trading purposes, other than for normal agricultural practice of the purchase and sale of cattle and/or sheep and/or forage, cropping and pasture conversion without first obtaining the written approval of the Grantor.
- 23 The Property must not be used as a residence or occupied in any other manner whatsoever, unless the House:
- (a) has first been constructed and is substantially completed;
 - (b) complies with these land covenants; and
 - (c) has been granted a Code Compliance Certificate by the territorial authority.

Damage outside of Property

- 24 Any damage to improvements outside the Property or within the road reserve caused by the Owner, its agents, or invitees, including but not limited to damage caused to footpaths, roads or street lamps must be repaired by the Owner immediately following completion of the House and Driveway.

Signage

- 25 An Owner must not erect, place or allow to be erected or placed, any sign or hoarding of a commercial nature on the Property, excluding building or real estate related signs without first having obtained the written approval of the Grantor to the plans and specifications and design and appearance of the proposed signage and, once approval is obtained, not make any change to the plans and specifications and design and appearance of the proposed signage.

Future Development

- 26 The Owner, and/or any tenant, occupier of the Property will:
- (a) Not object to, lodge a submission or appeal objecting to, frustrate, hinder, or prevent any application for resource consent, building consent, or a plan change or variation by the trustees for the time being of the Wishbone Trust created by trust deed dated 14 October 2014 (the trustees at the date of registration of this covenant being Melanie Jones and CB Trustees 2010 Limited) ("the Trust") in relation to any future development by the Trust of all or any of the land comprised in RTs SA 25D/1285 - SA 25D/1295, SA 933/285, SA 14B/1247 - SA 14B/1252, SA 21C/623 - SA 21C/628, SA 25D/1283 and SA 25D/1284 owned by the Trust as at the date of registration of these covenants, and
 - (b) Support and provide its unconditional consent to any subdivision or development to be undertaken by the Trust, or any proposed plan, plan change, or variation providing for such a subdivision or development, under the Resource Management Act 1991, the Building Act 2004, or any other relevant legislation or law, and will upon request from the Trust, execute all documents and do all things necessary to provide such unconditional consent as may be required by the Trust in that regard.
- 27 In the event any documents are not signed in accordance with clause 26(b) within 10 working days of being provided such documents, the relevant Owner (and/or tenant, occupier or user of the Property) will be deemed to have consented and this clause will be sufficient evidence of such consent to any relevant authority.
- 28 These land covenants will automatically expire as to any part of the Property that is to vest as road, in connection with a road, or reserve as part of developing the Property (provided that the Trust's consent has first been obtained). In which case the following provisions will apply in respect of that part that is to vest as road:
- (a) The expiry will take effect upon the approval of the survey plan that will give effect to any such vesting under s224(c) of the Resource Management Act 1991;
 - (b) The Owner will be deemed to have consented to such vesting in accordance with s224(b)(i) of the Resource Management Act 1991 upon deposit of such survey plan with Land Information New Zealand (LINZ); and
 - (c) LINZ will deposit the plan without requiring any further written consent from the Owner or surrender in respect of these land covenants.

Grantor's Approval

- 29 The Owner shall not commence any construction or development of the Property without first having obtained the written approval of the Grantor to the plans and specifications and exterior design and appearance of the proposed building and, once approval is obtained, not make any change to the plans and specifications and exterior design and appearance of the proposed building.
- 30 The Grantor may in its absolute discretion grant to any person a dispensation in respect of any of these land covenants. For the avoidance of doubt, dispensation granted by the Grantor pursuant to this clause for a particular act relates solely to that act at the time and not to any future acts where Grantor's approval is required.

- 31 The Grantor may assign or delegate its rights, powers and discretions set out in these land covenants.
- 32 Any approval required from the Grantor under these land covenants means written approval.
- 33 The Grantor's right to grant or decline any request for approval under the land covenants is an unfettered right and does not allow any person to challenge for any reason the giving or the declining of any such approval. For the avoidance of doubt, no person will have any claim against the Grantor in respect of any decision that the Grantor or their assignee or delegate makes in respect of any approval sought.

Breach

- 34 Acknowledging that the value of the Dominant land may be affected by the standard of House erected on the Property and by failure to comply with these land covenants, the Owner covenants for the Owner personally and their executors, administrators and assigns that should the Owner fail to comply with, observe, perform or complete any of the land covenants contained in clauses 1 to 32, and without prejudice to any other liability the Owner may have to the Grantor or any other person, the Owner will:
- (a) immediately upon receipt of a written demand for payment from the Grantor or the Grantor's solicitors pay to the Grantor as liquidated damages the sum of \$1,000.00 per day for each day the default continues unremedied, such liquidated damages to be limited to a maximum of \$150,000.00;
 - (b) shall immediately undertake such remedial action as may be required by the Grantor including but not limited to permanently removing or causing to be permanently removed from the Property any building or other structure so erected or repaired or other cause of any breach or non-observance of these land covenants;
 - (c) pay on demand the Grantor's costs incurred in respect of the default and any enforcement or attempted enforcement of the Grantor's rights, such costs to include but not be limited to legal costs on a solicitor/client basis; and
 - (d) pay interest at the rate of 15% on any money which may be demanded and not paid, such interest to accrue from the date of the demand until the date it is finally received by the Grantor;

provided that:

- (i) except for those defaults notified to the Owner when it is a registered proprietor, the Owner shall only be liable while the Owner is a registered proprietor of the Property;
- (ii) if a default is completely and finally remedied within one month of notice in writing requiring the removal or remedy of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants the sum payable under clause 33(a) shall abate to \$1.00 per day provided that this statement shall not apply in respect of any subsequent default of a similar nature; and

- (iii) the right of the Grantor to enforce these covenants and by this clause shall continue for twelve calendar months from the date on which it ceases to be an Owner provided however that the Grantor is under no liability whatsoever to enforce these land covenants.

Expiry

35 These land covenants will expire on 31 December 2042.

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

ANNEXURE SCHEDULE - CONSENT FORM

Regulation 6, Land Transfer Regulations 2018

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

mortgage

Page 1 of pages

ConsentorSurname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ASB Bank Limited

Mortgagee under Mortgage No. 11725835.2

Consent

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [Section of the Land Transfer Act 2017]

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

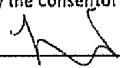
The Consentor hereby consents to:

1. the lodgement of the attached covenant instrument to note land covenant.
- 2.
- 3.
- 4.
- 5.

Dated this 22 day of June

2022

Attestation

 LINDA MEENAN PARK Auckland, New Zealand Manager Loan Advancing Banking, Card and Wealth Operations ASB Bank Limited	Signed in my presence by the Consentor 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Fanny Tsoi Occupation BANK OFFICER Address AUCKLAND
Signature of Consentor	

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

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



ASB BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Linda Meeran Park of Auckland, New Zealand, hereby certify:

1. THAT by a Deed dated **12 December 2019** and deposited with Land Information New Zealand and registered number **PA 11667003.1** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

General Manager, Lending, Card & Wealth Operations

Head of Lending Operations, Lending, Card & Wealth Operations

Head of Card Operations & Operational Support, Lending, Card & Wealth Operations

Head of Wealth Operations, Lending, Card & Wealth Operations

Manager Security Alterations, Lending, Card & Wealth Operations

Manager Loan Advancing, Lending, Card & Wealth Operations

Manager Loan Documentation, Lending, Card & Wealth Operations

Manager Transaction Advisory & Approvals, Lending, Card & Wealth Operations

Manager Loan & Data Maintenance, Lending, Card & Wealth Operations

Legal Executive, Lending, Card & Wealth Operations

Executive Manager, Collections & Credit Solutions

Credit Recoveries Manager, Collections & Credit Solutions

Executive Manager Group Credit Structuring - Commercial

each being appointed officers of ASB Bank Limited

2. THAT I hold the appointment of Manager Loan Advancing, Lending, Card & Wealth Operations with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.


Linda Meeran Park

SIGNED at Auckland this 22 day of June 2022

V 2022.02

A MEMBER OF THE COMMONWEALTH BANK OF AUSTRALIA GROUP

Lending Operations, ASB North Wharf, 12 Jellicoe Street, Auckland Central, Auckland 1010, P O Box 35, Shortland Street, Auckland 1140, New Zealand
Telephone +64 9 377 8930 Facsimile +64 9 630 3918 DX CX10087 Auckland DX Sort www.asb.co.nz

~~MEMORANDUM OF TRANSFER~~

B090603.5
TE

~~registered as the proprietor of an estate~~

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

piece of land situate in the

containing

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

~~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

all

estate and interest in the said piece

~~of land above described~~

CONSENT OF MORTGAGEE

TRUST BANK WAIKATO LIMITED at Hamilton as Mortgagee under Memorandum of Mortgage number H.957593.2 consents to the creation of the easement in this transfer but without prejudice to its rights remedies or powers under the said Mortgage.

THE COMMON SEAL of TRUST BANK)
WAIKATO LIMITED was hereunto)
affixed as Mortgagee in the)
presence of:)

THE COMMON SEAL of TRUST BANK
WAIKATO LIMITED was hereto affixed by
order of the Board of Directors
in the presence of:-

KH Myers
[Signature]
LENDING SUPERVISOR
ASSISTANT LENDING MANAGER



MEMORANDUM OF TRANSFER

CREATING WATER SUPPLY EASEMENT

WHEREAS THOMAS CHARLES HICKMOTT, Farmer and WENDY ISABEL HICKMOTT, Married Woman, both of Hamilton as tenants in common in equal shares are registered proprietors of that estate or interest in the land as set out in the First Schedule ("the Servient Tenement")

AND WHEREAS THE NEW ZEALAND GUARDIAN TRUST COMPANY LIMITED, ^{at Auckland} is registered as proprietor of that estate or interest in the land as set out in the Second Schedule ("the Dominant Tenement")

1. DEFINITIONS AND INTERPRETATION

1.1 The following words and phrases shall unless the context otherwise requires have the meaning ascribed to them:

"Dominant Tenement" - means an estate or interest in the land described in the Second Schedule.

"Easement" - means an easement in respect of those areas of the Servient Tenement in the Third Schedule.

"Grantee" - means THE NEW ZEALAND GUARDIAN TRUST COMPANY LIMITED together with its executors, administrators, successors and assigns registered proprietor for the time being of the Dominant Tenement.

"Grantor" - means THOMAS CHARLES HICKMOTT and WENDY ISABEL HICKMOTT together with their executors, administrators, successors and assigns registered proprietors for the time being of the Servient Tenement.

"Water Supply" - means the easement described as "water supply" in the Third Schedule.

J. T. W. J. H.

"Servient Tenement" - means an estate or interest in the land described in the First Schedule.

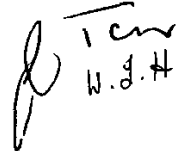
"This Transfer" - means this memorandum of transfer.

1.2 In this transfer and unless a contrary intention is expressed:

- (a) Words denoting the singular shall include the plural and visa versa;
- (b) Headings where inserted are for the ease of reference only and shall not in any way limit or govern the construction of the terms of this transfer;
- (c) Any provisions of this transfer to be preformed by two or more persons shall bind those persons jointly and severally;
- (d) References to clauses, sub-clauses and schedules are reference to clauses, sub-clauses and schedules in this transfer;
- (e) References to the parties shall extend to their executors, administrators, successors and assigns and, where not repugnant to the context of this transfer shall extend to that parties servants, agents, contractors, workmen and invitees.

2. GRANT OF EASEMENT

2.1 In consideration of the sum of ONE DOLLAR (\$1.00) paid by the Grantee to the Grantor, the Grantor transfers, creates and grants to the Grantee from the date of deposit of Deposited Plan No. S.62161 the Easement over the Servient Tenement to the intent that the Easement shall be forever appurtenant to the Dominant Tenement.

 W.J.H.

3. WATER SUPPLY - RIGHTS AND POWERS

- 3.1 The following rights and powers shall apply to the water supply.
- 3.2 The full free uninterrupted and unrestricted right, liberty and privilege for the Grantee and the Grantee's tenants, servants, workmen, licensees and invitees and persons authorised by the the Grantee from time to time and at all times by day and by night and at all the Grantee's will and pleasure to use the bore, the pump, the motor, the pumphouse and all relevant electrical accessories and fittings incidental thereto on that portion of the Servient Tenement described in the Third Schedule as being subject to the water supply.
- 3.3 In order to comply with the Grantee's maintenance obligations under clause 4 the full, free uninterrupted and unrestricted right, liberty, and privilege for the Grantee and its tenants, servants, contractors and workmen with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon that portion of the Servient Tenement shown in the Third Schedule as being subject to the water supply and to remain there for a reasonable time for the purpose of carrying out any necessary repairs or maintenance to the bore, the pump, the motor, the pumphouse and all relevant electrical accessories and fittings incidental thereto provided that in doing so the Grantee will ensure that as little disturbance, inconvenience and interruption to the use of the water supply as possible is caused.

4. WATER SUPPLY - TERMS AND CONDITIONS

- 4.1 The terms, conditions, covenants or restrictions that apply to the water supply are as follows:

J ^{TCN}
W.S.H.

- 4.2 If any repair or maintenance to the water supply is rendered necessary by any act, neglect or default by the Grantor or the Grantor's tenants, servants, workmen, licensees or invitees then the Grantor shall promptly carry out such repair and maintenance and shall bear the whole cost of such work.
- 4.3 If any repair or maintenance to the water supply is rendered necessary by the act, neglect or default of the Grantee or the Grantee's tenants, servants, workmen, licensees or invitees then the Grantee shall promptly carry out such repair and maintenance and shall bear the whole cost of such work.
- 4.4 Otherwise the cost of all repairs and maintenance to the water supply shall be borne by the Grantor and the Grantee in equal proportions.
- 4.5 If any party shall neglect or refuse to carry out or pay for or as the case may be neglect or refuse to join with the other liable party(s) in carrying out or paying for any work required in respect of the water supply pursuant to the provisions of this clause, then the party who is willing to proceed may serve upon the other party(s) so neglecting or refusing a notice in writing requiring that the other party(s) join in, carry out or pay for as the case may be such work and stating that after the expiration of seven (7) days from the date of service of such notice the party willing to proceed may carry out or pay for the work itself and if at that expiry of such notice the party(s) neglecting or refusing still neglects or refuses or carry out or pay for the required work then the party willing to proceed may perform and execute or pay for as the case may be the necessary works and for that purpose may enter into and upon that part of the Servient Tenement subject to the Easement the land and premises of the other party and thereon do and perform and execute the necessary works and the party(s)

W.G.H.

4.8 It is acknowledged by the parties hereto that the liability of The New Zealand Guardian Trust Company Limited as trustee of the Awatea Trust created under a Deed of Trust dated 31 January 1967 shall be limited to the assets under its administration from time to time in the said trust and that the trustee shall be under no personal liability whatsoever.

A handwritten signature in black ink, appearing to be 'JF' or similar, located at the end of the text block.

neglecting or in default shall then forthwith be liable to pay to the party who have carried out or paid for as the case may be the costs of the notice and that party's appropriate proportion of the cost of carrying out or paying for as the case may be the work and in case of failure to make such payments the same may be recoverable by action at law or as a liquidated debt and the party(s) neglecting or in default shall pay interest on that party(s) proportion of such costs to the party(s) incurring such costs at the rate of 17% per annum from the date such costs are incurred to the date of payment in full by the party(s) neglecting or in default.

4.6 No power is implied in respect of the water supply for the Grantor in its capacity as registered proprietor of the Servient Tenement to determine the water supply for any breach of covenant or condition (whether express or implied) or for any cause whatsoever, it being the intention of the parties that the water supply shall be forever appurtenant to the Dominant Tenement unless it is surrendered at some time.

4.7 Any notice required to be given in this transfer shall be in writing and shall be sufficiently given in any of the ways provided for in Section 152 of the Property Law Act 1952, or if the relevant Section or Act has been repealed then the equivalent replacement Section of (if appropriate) the relevant replacement Act. In any event notices shall be deemed to be sufficiently given if actually received by the party or its solicitor.

FIRST SCHEDULE

An estate in fee simple in all that parcel of land containing ~~1.4578~~ ^{1.4578} hectares being Lot 1 on Deposited Plan S.62161 and being all the land in Certificate of Title No. / (South Auckland Registry) SUBJECT TO: TRANSFER E:

1.4578 ha
area amended
on DP S.
62161 by 1.4578
Doxall 1.4552

W.G.H.

SECOND SCHEDULE

An estate in fee simple in those parcels of land set out as follows:

- I 4.0468 hectares being Lot 1 on Deposited Plan S.14821 and being Certificate of Title No. 21C/623 (South Auckland Registry)
SUBJECT TO: Mortgage Number H.968666.3; and
- II 4.0468 hectares being Lot 2 on Deposited Plan S.14821 and being Certificate of Title No. 21C/624 (South Auckland Registry)
SUBJECT TO: Mortgage Number H.968666.3; and
- III 4.0595 hectares being Lot 3 on Deposited Plan S.14821 and being Certificate of Title No. 21C/625 (South Auckland Registry)
SUBJECT TO: Mortgage Number H.968666.3; and
- IV 4.0493 hectares being Lot 4 on Deposited Plan S.14821 and being Certificate of Title No. 21C/626 (South Auckland Registry)
SUBJECT TO: Mortgage Number H.968666.3; and
- V 4.0468 hectares being Lot 5 on Deposited Plan S.14821 and being Certificate of Title No. 21C/627 (South Auckland Registry)
SUBJECT TO: Mortgage Number H.968666.3; and
- VI 4.0670 hectares being Lot 6 on Deposited Plan S.14821 and being Certificate of Title No. 21C/628 (South Auckland Registry)
SUBJECT TO: Mortgage Number H.968666.3; and
- VII 4.1227 hectares being Lot 7 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1283 (South Auckland Registry)
SUBJECT TO: 1. Easement Certificate Number H.122339
 2. Section 348 Local Government Act 1974
 3. Mortgage Number H.968666.3; and
- VIII 4.1606 hectares being Lot 8 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1284 (South Auckland Registry)

T. C. W. H.
W. S. H.

- SUBJECT TO: 1. Easement Certificate Number H.122339
2. Section 348 Local Government Act 1974
3. Mortgage Number H.968666.3; and
- IX 4.1960 hectares being Lot 9 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1285 (South Auckland Registry)
- SUBJECT TO: 1. Easement Certificate Number H.122339
2. Section 348 Local Government Act 1974
3. Mortgage Number H.968666.3; and
- X 4.2365 hectares being Lot 10 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1286 (South Auckland Registry)
- SUBJECT TO: 1. Easement Certificate Number H.122339
2. Section 348 Local Government Act 1974
3. Mortgage Number H.968666.3; and
- XI 4.2820 hectares being Lot 11 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1287 (South Auckland Registry)
- SUBJECT TO: 1. Easement Certificate Number H.122339
2. Section 348 Local Government Act 1974
3. Mortgage Number H.968666.3; and
- XII 5.7086 hectares being Lot 12 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1288 (South Auckland Registry)
- SUBJECT TO: 1. Easement Certificate Number H.122339
2. Section 348 Local Government Act 1974
3. Mortgage Number H.968666.3; and
- XIII 4.2289 hectares being Lot 13 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1289 (South Auckland Registry)
- SUBJECT TO: 1. Easement Certificate Number H.122339
2. Section 348 Local Government Act 1974
3. Mortgage Number H.968666.3; and
- XIV 4.1885 hectares being Lot 14 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1290 (South Auckland Registry)
- SUBJECT TO: 1. Easement Certificate Number H.122339
2. Section 348 Local Government Act 1974
3. Mortgage Number H.968666.3; and

 W. J. H.

- XV 4.2871 hectares being Lot 15 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1291 (South Auckland Registry)
SUBJECT TO: 1. Easement Certificate Number H.122339
2. Section 348 Local Government Act 1974
3. Mortgage Number H.968666.3; and
- XVI 4.2517 hectares being Lot 16 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1292 (South Auckland Registry)
SUBJECT TO: 1. Easement Certificate Number H.122339
2. Section 348 Local Government Act 1974
3. Mortgage Number H.968666.3; and
- XVII 4.2137 hectares being Lot 17 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1293 (South Auckland Registry)
SUBJECT TO: 1. Easement Certificate Number H.122339
2. Section 348 Local Government Act 1974
3. Mortgage Number H.968666.3; and
- XVIII 4.1707 hectares being Lot 18 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1294 (South Auckland Registry)
SUBJECT TO: 1. Easement Certificate Number H.122339
2. Section 348 Local Government Act 1974
3. Mortgage Number H.968666.3; and
- XIX 4.1252 hectares being Lot 19 on Deposited Plan S.14821 and being Certificate of Title No. 25D/1295 (South Auckland Registry)
SUBJECT TO: 1. Easement Certificate Number H.122339
2. Section 348 Local Government Act 1974
3. Mortgage Number H.968666.3; and

THIRD SCHEDULE

Type of easement

Area on Deposited Plan

Water Supply

Marked

"B"

W.A.H.

IT WITNESS WHEREOF these presence have been executed
this 11th day of June 1992

SIGNED by THOMAS CHARLES)
HICKMOTT and WENDY ISABEL)
HICKMOTT as Grantor in)
the presence of:)

Thomas Charles Hickmott
W. B. Hickmott,
L. W. Beattie J. P.
18 Pinewood Grove,
Villa Park
Hawick, Scottish Borders.
Retired Engineer

THE COMMON SEAL of THE)
NEW ZEALAND GUARDIAN)
TRUST COMPANY LIMITED as)
Grantee was hereunto)
affixed in the presence)
of:)



[Signature] Authorised Signatory
[Signature] Authorised Signatory

CONSENT OF MORTGAGEE

THE NEW ZEALAND GUARDIAN TRUST COMPANY LIMITED as the mortgagee
under memorandum of mortgage number H.968666.3 consents to the
creation of the easement in this transfer but without prejudice to
its rights remedies or powers under the said mortgage.

THE COMMON SEAL of THE)
NEW ZEALAND GUARDIAN)
TRUST COMPANY LIMITED as)
Mortgagee was hereunto)
affixed in the presence)
of:)



[Signature] Authorised Signatory
[Signature] Authorised Signatory

lc/jrw/579t

~~IN WITNESS WHEREOF these presents have been executed this~~

day of

One thousand nine hundred and

SIGNED by the abovenamed

in the presence of

Witness:

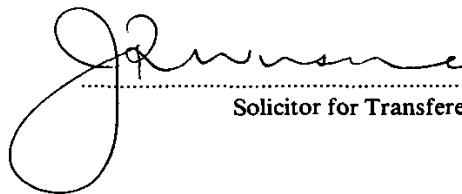
Occupation:

Address:

No.

TRANSFER

Correct for the purposes of the Land Transfer Act.



Solicitor for Transferee/s.

T.C. & W.I. HICKMOTT

("the Servient Tenement")

THE NEW ZEALAND GUARDIAN

TRUST COMPANY LIMITED

("the Dominant Tenement")

~~Transferor~~

~~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
Schedule of Land herein on the
stamped below

Assistant Land Registrar
of the District of South

1916 07 JUL 92 B 090603 .5



TOMPKINS WAKE,
SOLICITORS,
HAMILTON

HAMILTON DISTRICT LAW SOCIETY

PRICE PRINTING LIMITED

STCE