



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




R.W. Muir
Registrar-General
of Land

Identifier **SA48C/372**
Land Registration District **South Auckland**
Date Issued 30 May 1991

Prior References
SA44B/976

Estate Fee Simple
Area 4.0020 hectares more or less
Legal Description Lot 1 Deposited Plan South Auckland
59491

Registered Owners
Hamilton City Council

Interests

Appurtenant hereto is a drainage right created by Transfer S404790

Appurtenant hereto is a right of way and a right to convey water supply, and telephone services, sewage, stormwater drainage, power and gas rights created by Transfer B063851.3 - 30.1.1992 at 10.45 am

The easements created by Transfer B063851.3 are subject to Section 309 (1) (a) Local Government Act 1974

Appurtenant hereto is a right of way and a right to convey water supply, and telephone services, sewage, stormwater drainage, power and gas rights created by Transfer B063851.4 - 30.1.1992 at 10.45 am

Subject to a right of way and a right to convey water supply and to telephone services, sewage, stormwater drainage, power and gas rights over part marked C on DPS 59491 created by Transfer B063851.4 - 30.1.1992 at 10.45 am

The easements created by Transfer B063851.4 are subject to Section 309 (1) (a) Local Government Act 1974

B128169 Lease containing Right of Renewal Term 8 years commencing on 30.10.1992. Term expired - see historic view or details - 1.3.1993 at 9.08 am

Approvals

As a condition of the plan being approved on the 19 day of December 1991, the owner must ensure that the plan is not used for any purpose other than the purpose for which it was approved.

[Signature]
Mayor

[Signature]
Deputy Mayor

[Signature]
Registered Owners

LAND DISTRICT SOUTH AUCKLAND

SURVEY BLK. & DIST. HAMILTON

NZMS 261 SHT 51

RECORD MAP No. 3034

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, Lot 24, Lot 25, Lot 26, Lot 27, Lot 28, Lot 29, Lot 30, Lot 31, Lot 32, Lot 33, Lot 34, Lot 35, Lot 36, Lot 37, Lot 38, Lot 39, Lot 40, Lot 41, Lot 42, Lot 43, Lot 44, Lot 45, Lot 46, Lot 47, Lot 48, Lot 49, Lot 50, Lot 51, Lot 52, Lot 53, Lot 54, Lot 55, Lot 56, Lot 57, Lot 58, Lot 59, Lot 60, Lot 61, Lot 62, Lot 63, Lot 64, Lot 65, Lot 66, Lot 67, Lot 68, Lot 69, Lot 70, Lot 71, Lot 72, Lot 73, Lot 74, Lot 75, Lot 76, Lot 77, Lot 78, Lot 79, Lot 80, Lot 81, Lot 82, Lot 83, Lot 84, Lot 85, Lot 86, Lot 87, Lot 88, Lot 89, Lot 90, Lot 91, Lot 92, Lot 93, Lot 94, Lot 95, Lot 96, Lot 97, Lot 98, Lot 99, Lot 100.

Approved as to Survey

[Signature]
Chief Surveyor

Deposited this 19 day of May 1992

Received 19 day of May 1992

Land Registrar

D P S 59491

Total Area 1.0030 Ha

Comprised in 1 Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, Lot 24, Lot 25, Lot 26, Lot 27, Lot 28, Lot 29, Lot 30, Lot 31, Lot 32, Lot 33, Lot 34, Lot 35, Lot 36, Lot 37, Lot 38, Lot 39, Lot 40, Lot 41, Lot 42, Lot 43, Lot 44, Lot 45, Lot 46, Lot 47, Lot 48, Lot 49, Lot 50, Lot 51, Lot 52, Lot 53, Lot 54, Lot 55, Lot 56, Lot 57, Lot 58, Lot 59, Lot 60, Lot 61, Lot 62, Lot 63, Lot 64, Lot 65, Lot 66, Lot 67, Lot 68, Lot 69, Lot 70, Lot 71, Lot 72, Lot 73, Lot 74, Lot 75, Lot 76, Lot 77, Lot 78, Lot 79, Lot 80, Lot 81, Lot 82, Lot 83, Lot 84, Lot 85, Lot 86, Lot 87, Lot 88, Lot 89, Lot 90, Lot 91, Lot 92, Lot 93, Lot 94, Lot 95, Lot 96, Lot 97, Lot 98, Lot 99, Lot 100.

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

Printed by Lithpress Wellington, New Zealand

CENTIMETRES

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51



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

Identifier **1100385**
Land Registration District **South Auckland**
Date Issued 23 January 2023

Prior References

957619 957620

Estate Fee Simple
Area 7.8866 hectares more or less
Legal Description Lot 1 Deposited Plan 584573
Registered Owners
Industre Property Tahī Limited

Interests

Appurtenant hereto is a drainage right created by Transfer S404790 - 29.5.1968 at 10:40 am

Appurtenant hereto is a right of way, a right to convey water supply, and telephone services, sewage, stormwater drainage, power and gas rights created by Transfer B063851.3 - 30.1.1992 at 10:45 am

The easements created by Transfer B063851.3 are subject to Section 309(1)(a) Local Government Act 1974

Appurtenant hereto is a right of way, a right to convey water supply, and telephone services, sewage, stormwater drainage, power and gas rights created by Transfer B063851.4 - 30.1.1992 at 10:45 am

The easements created by Transfer B063851.4 are subject to Section 309(1)(a) Local Government Act 1974

6837043.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 24.4.2006 at 9:00 am

10227683.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 22.12.2015 at 12:20 pm

Land Covenant in Covenant Instrument 11713595.3 - 1.4.2020 at 2:00 pm

11872275.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 12.11.2020 at 11:39 am

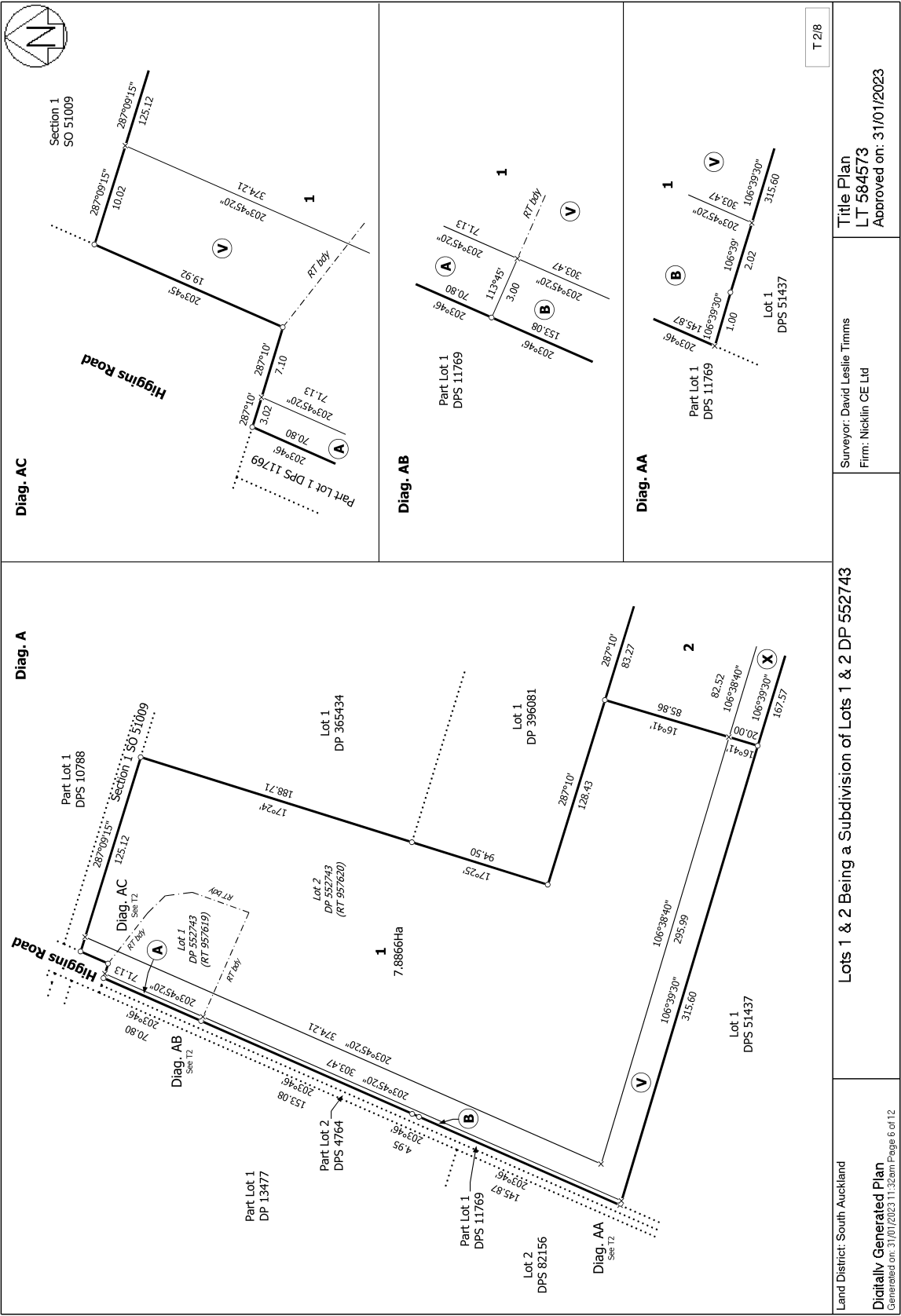
Subject to a right (in gross) to convey electricity and telecommunications over parts marked A & B on DP 584573 in favour of WEL Networks Limited created by Easement Instrument 11872275.3 - 12.11.2020 at 11:39 am

12607131.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.1.2023 at 9:25 am

Appurtenant hereto is a right of way created by Easement Instrument 12607131.3 - 23.1.2023 at 9:25 am

The easement created by Easement Instrument 12607131.3 is subject to Section 243(a) Resource Management Act 1991

13618376.1 Mortgage to ANZ Bank New Zealand Limited - 27.5.2026 at 10:02 am





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **1179322**
Land Registration District **South Auckland**
Date Issued 23 July 2024

Prior References
1100386

Estate Fee Simple
Area 16.8340 hectares more or less
Legal Description Lot 1 Deposited Plan 603134
Registered Owners
Southpark Agri Development Limited

Interests

Appurtenant hereto is a drainage right created by Transfer S404790 - 29.5.1968 at 10:40 am

Appurtenant hereto is a right of way, a right to convey water supply, and telephone services, sewage, stormwater drainage, power and gas rights created by Transfer B063851.3 - 30.1.1992 at 10:45 am

The easements created by Transfer B063851.3 are subject to Section 309(1)(a) Local Government Act 1974

Subject to a right of way, a right to convey water supply, and telephone services, sewage, stormwater drainage, power and gas rights over part marked J on DP 603134 created by Transfer B063851.4 - 30.1.1992 at 10:45 am

Appurtenant hereto is a right of way, a right to convey water supply, and telephone services, sewage, stormwater drainage, power and gas rights created by Transfer B063851.4 - 30.1.1992 at 10:45 am

The easements created by Transfer B063851.4 are subject to Section 309(1)(a) Local Government Act 1974

Subject to an electricity easement (in gross) over part marked EA on DP 603134 in favour of WEL Networks Limited created by Transfer 6207873.1 - 8.11.2004 at 9:00 am

6837043.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 24.4.2006 at 9:00 am

Subject to a right of way, a right to drain water and sewage and a right to convey water, gas, electricity, telecommunications and computer media over parts marked I & J on DP 603134 created by Easement Instrument 6837043.3 - 24.4.2006 at 9:00 am

The easements created by Easement Instrument 6837043.3 are subject to Section 243(a) Resource Management Act 1991

Subject to a right of way, a right to drain water and sewage and a right to convey water, gas, electricity, telecommunications and computer media over parts marked G, H, I & J on DP 603134 created by Easement Instrument 7878083.3 - 15.7.2008 at 9:00 am

The easements created by Easement Instrument 7878083.3 are subject to Section 243(a) Resource Management Act 1991

Subject to a right of way, a right to drain water and sewage and a right to convey water, gas, electricity, telecommunications and computer media over parts marked G, H, I & J on DP 603134 created by Easement Instrument 10227683.7 - 22.12.2015 at 12:20 pm

The easements created by Easement Instrument 10227683.7 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 G, H, I & J on DP 603134 in favour of WEL Networks Limited created by Easement Instrument 10227683.8 - 22.12.2015 at 12:20 pm

Land Covenant in Covenant Instrument 11713595.3 - 1.4.2020 at 2:00 pm

11872275.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 12.11.2020 at 11:39 am

Subject to a right (in gross) to convey electricity and telecommunications over parts marked C & DA on DP 603134 in favour of WEL Networks Limited created by Easement Instrument 11872275.3 - 12.11.2020 at 11:39 am

12607131.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.1.2023 at 9:25 am

Subject to a right of way over parts marked G, H, I, J, and X on DP 603134 created by Easement Instrument 12607131.3 - 23.1.2023 at 9:25 am

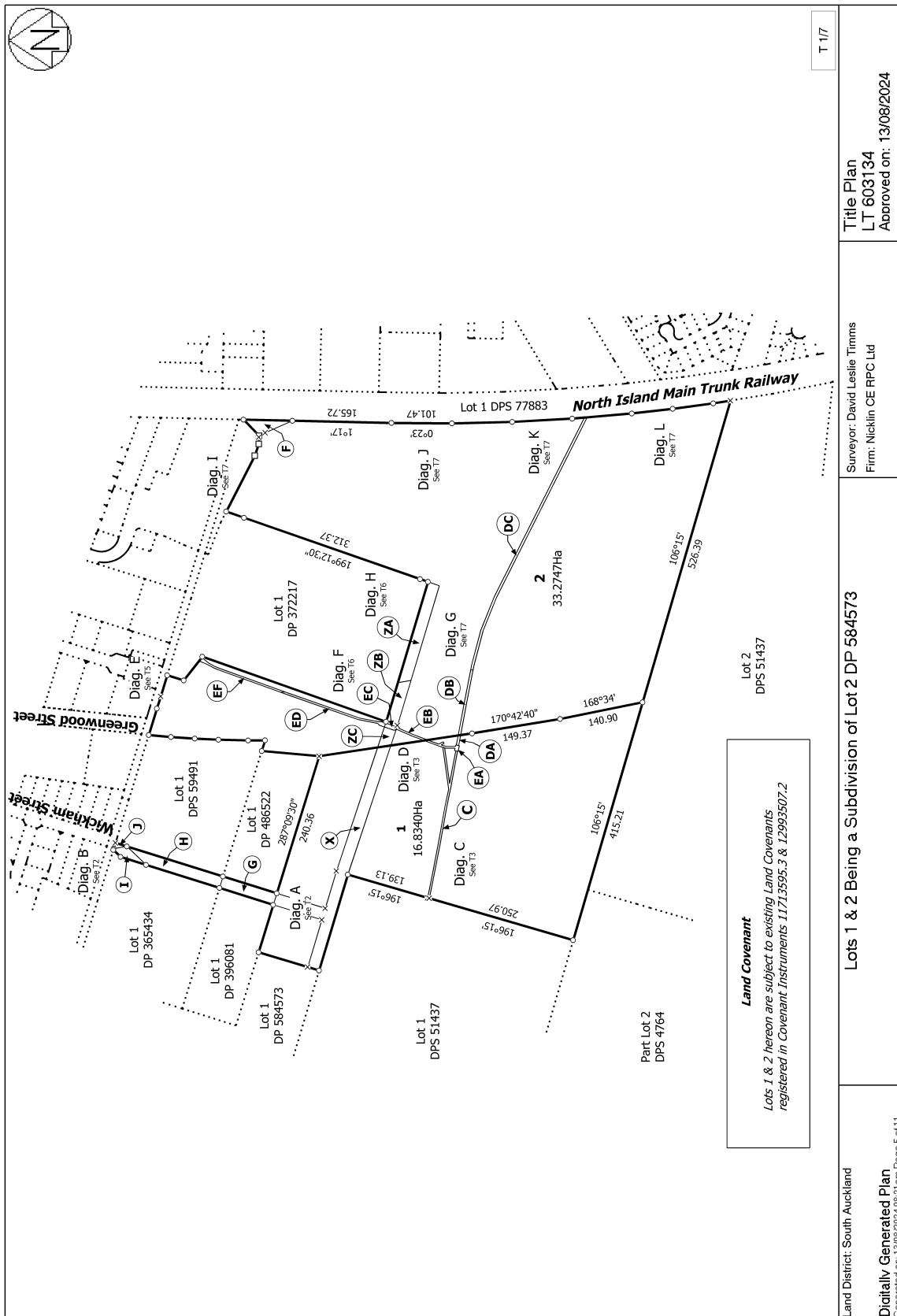
The easement created by Easement Instrument 12607131.3 is subject to Section 243(a) Resource Management Act 1991

12988232.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.7.2024 at 9:56 am

Subject to a right of way, a right to drain sewage and water and a right to convey electricity, gas, telecommunications and water over parts marked G, H, I, J and X on DP 603134 created by Easement Instrument 12988232.4 - 23.7.2024 at 9:56 am

Some of the easements created by Easement Instrument 12988232.4 are subject to Section 243 (a) Resource Management Act 1991 (see DP 603134)

12988232.5 Encumbrance to Hamilton City Council - 23.7.2024 at 9:56 am





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R.W. Muir
Registrar-General
of Land

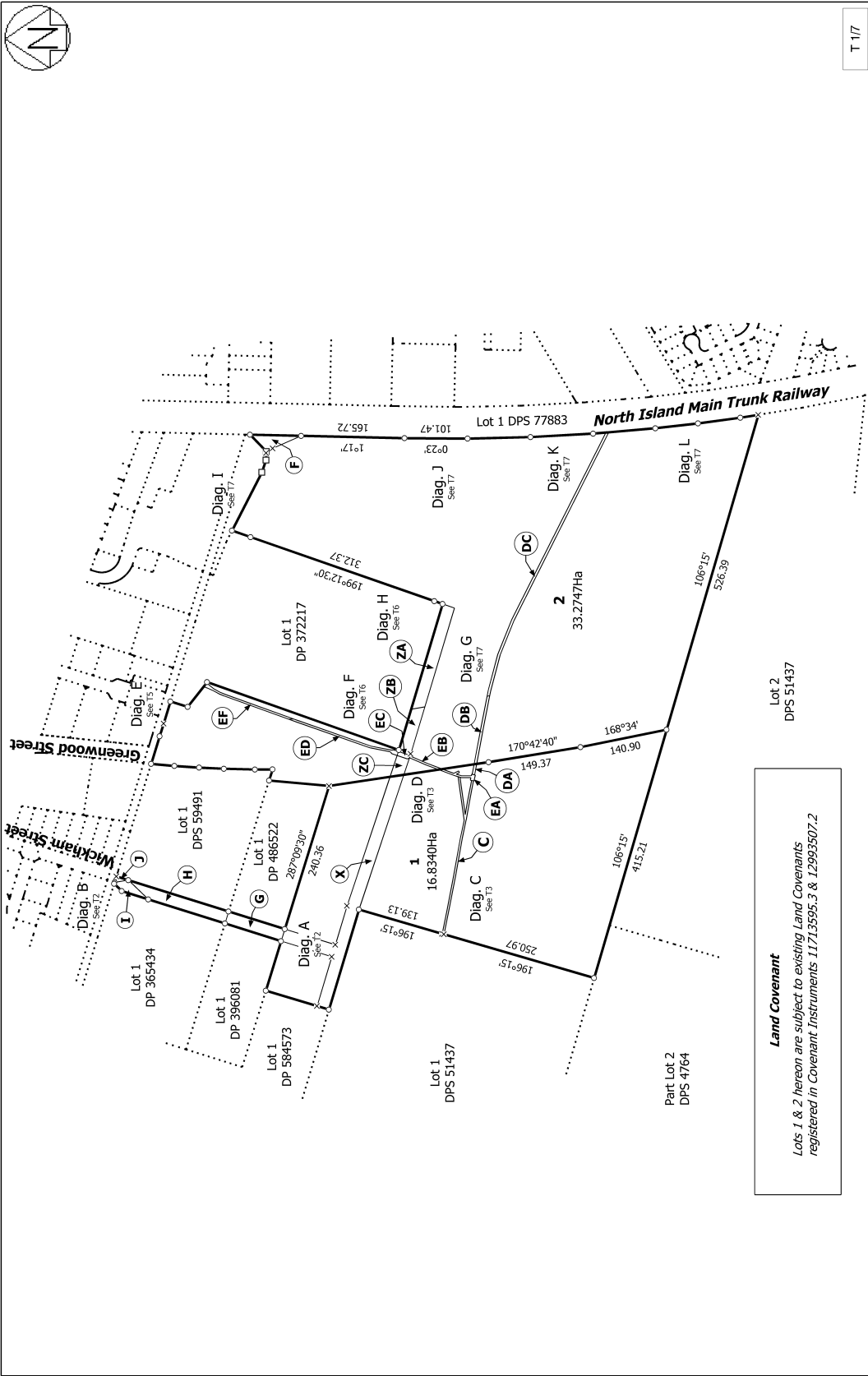
Identifier **1179323**
Land Registration District **South Auckland**
Date Issued 23 July 2024

Prior References
1100386

Estate Fee Simple
Area 33.2747 hectares more or less
Legal Description Lot 2 Deposited Plan 603134
Registered Owners
Southpark Agri Development Limited

Interests

Appurtenant hereto is a drainage right created by Transfer S404790 - 29.5.1968 at 10:40 am
Subject to a rail sliding right over part marked F on DP 603134 created by Transfer H698857 - 11.12.1986 at 12:10 pm
Appurtenant hereto is a right of way, a right to convey water supply, and telephone services, sewage, stormwater drainage, power and gas rights created by Transfer B063851.3 - 30.1.1992 at 10:45 am
The easements created by Transfer B063851.3 are subject to Section 309(1)(a) Local Government Act 1974
Appurtenant hereto is a right of way, a right to convey water supply, and telephone services, sewage, stormwater drainage, power and gas rights created by Transfer B063851.4 - 30.1.1992 at 10:45 am
The easements created by Transfer B063851.4 are subject to Section 309(1)(a) Local Government Act 1974
Subject to an electricity easement (in gross) over parts marked EB, EC, ED & EF on DP 603134 in favour of WEL Networks Limited created by Transfer 6207873.1 - 8.11.2004 at 9:00 am
6837043.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 24.4.2006 at 9:00 am
Land Covenant in Covenant Instrument 11713595.3 - 1.4.2020 at 2:00 pm
11872275.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 12.11.2020 at 11:39 am
Subject to a right (in gross) to convey electricity and telecommunications over parts marked DB & DC on DP 603134 in favour of WEL Networks Limited created by Easement Instrument 11872275.3 - 12.11.2020 at 11:39 am
12607131.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.1.2023 at 9:25 am
Subject to a right of way over parts marked EC, ZA, ZB & ZC on DP 603134 created by Easement Instrument 12607131.3 - 23.1.2023 at 9:25 am
The easement created by Easement Instrument 12607131.3 is subject to Section 243(a) Resource Management Act 1991
12988232.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.7.2024 at 9:56 am
Appurtenant hereto is a right of way, a right to drain water and sewage and a right to convey electricity, gas, telecommunications and water created by Easement Instrument 12988232.4 - 23.7.2024 at 9:56 am
Some of the easements created by Easement Instrument 12988232.4 are subject to Section 243 (a) Resource Management Act 1991 (see DP 603134)



T 1/7

Land District: South Auckland Digitally Generated Plan Generated on: 13/08/2024 08:21 am Page 5 of 11	Lots 1 & 2 Being a Subdivision of Lot 2 DP 584573	Surveyor: David Leslie Timms Firm: Nicklin CE RPC Ltd	Title Plan LT 603134 Approved on: 13/08/2024
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TRANSFER
Land Transfer Act 1952

TE 6207873.1 Transfer a

Cpy - 01/01, Page - 008, 12/11/04, 16:11



DocID: 511048948

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: 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

480/373

All

124847

Transferor Surnames must be underlined

DONALD JOHN WILSON AND DOROTHY AGNES WILSON

Transferee Surnames must be underlined

WEL NETWORKS LIMITED

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

Electricity Easement in gross (continued on page 2 annexure schedule)

Consideration

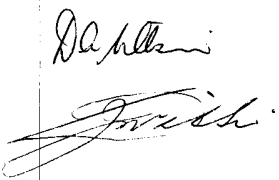
\$1.00

Operative Clause

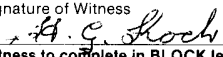
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 21 day of August 2004

Attestation


Signature, or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness


Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

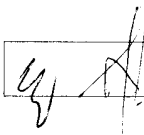
Witness name H. G. Koch

Occupation Farm Worker

Address 6 Burrows Place HAMILTON.

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4130


Solicitor for the Transferee

TRANSFER

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF. 4130

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

Annexure Schedule

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

Dated 21.6.2004

Page 2 of 5 Pages

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

The Transferee will have a perpetual easement in gross for electricity purposes on the terms set out in and over that part of the land marked "B" on Deposited Plan 309593 ("the Electricity Easement"). That part of the land subject to the Electricity easement is referred to as "the Land".

EASEMENT TERMS

1. The full free right, liberty and licence for all times for the Transferee, its engineers, surveyors, servants, agents, employees, contractors and invitees with or without vehicles laden or unladen and with materials, machinery and implements from time to time and at all times:
 - a) to convey electric power through the Land by means of an Underground Cable, Cables or Works;
 - b) to lay in place and maintain at a depth of not less than 600 millimetres from the surface in and under the soil of the Land such Underground Cable, Cables or Works or as the case may be to erect construct and maintain the Cable, Cables or Works from time to time under the Land;
 - c) to enter and remain upon the Land for the purposes of laying, maintaining, inspecting, repairing, renewing, erecting, construction, replacing or altering the Underground Cable, Cables or Works as the case may be and opening up the soil of the Land make any cuttings, fillings, grades, batters or trenches, and to reopen the same and generally do and perform such acts or things upon the Land as may be necessary to enable the Transferee to receive the full free use and enjoyment of the rights and privileges granted in this transfer;
 - d) to use the Underground Cable, Cables or Works for the purpose of electricity without interruption nor impediment (except during any periods of inspection, repair, renewal, replacement or alteration).

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.

Annexure Schedule

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

Dated

21.6.2004

Page

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of

7

Pages

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

2. In laying, erecting, constructing, maintaining, inspecting, repairing, replacing or altering an Underground Cable, Cables or Works over or under the Land, the Transferee will:
 - a) give to the Transferor reasonable notice of the Transferee's intention to enter the Land (but at any time and without notice in the case of an emergency);
 - b) make all reasonable attempts not to interfere with the business activity of the Transferor or the use of the Electricity Easement land by the Transferor, and
 - c) at the sole expense of the Transferee restore the surface of the Land as nearly as possible to its former condition and consolidated to its former level to a good and workmanlike standard.
3. The Transferor will not place any buildings, erections, trees, shrubs or fences on the Land and will not at any time do, permit or suffer any act which interferes or affects the rights, powers and privileges transferred to the Transferee.
4. The easements recorded in this memorandum are not in substitution for and are without prejudice to such statutory rights and authorities as the Transferee may have from time to time in respect of the Land.
5. The ownership of the Underground Cable, Cables or Works installed in, over or under the Land from time to time by the Transferee will at all times remain vested in the Transferee. No person will have any interest in such Underground Cable, Cables or Works by reason only of having an interest or estate in the Land.
6. The Transferee may also enter from time to time onto such parts of the land immediately adjacent to the Land as is necessary to be able to carry out the Transferee's rights and obligations.
7. The Transferee will at all times comply with all Acts, Bylaws, and Regulations affecting the Easement.

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

[Handwritten signatures and initials]

Annexure Schedule

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

Dated 21.8.2004

Page 4 of 5 Pages

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

8. The Transferee will pay the Transferor's reasonable legal costs and expenses in respect of this Memorandum of Transfer.
9. If a dispute arises between the Transferor and the Transferee about anything in relation to the Easement the Transferor and Transferee may notify the other in writing stating that there is a dispute and giving details of it. The Transferor and Transferee must then attempt in good faith to settle the dispute. These attempts may include using alternative dispute resolution techniques. If such attempts do not result in a resolution within 60 days, then the dispute will be referred to the arbitration in New Zealand of a single arbitrator if the parties can agree upon one or otherwise an arbitrator appointed by the then President of the Waikato / Bay of Plenty Law Society. Such arbitration is to be governed by the Arbitration Act 1996.
10. "Transferee" means WEL Networks Limited and includes any subsidiary (within the meaning of Section 5 of the Companies Act 1993) and also any related company (within the meaning of Section 2 of the Companies Act 1993) of any of those companies and where not repugnant of the context, the successors and assigns and the servants and agents of those companies.
11. "Overhead" or "Underground" "Cable", "Cables", or "Works" means a wire cable or a conductor of any kind used or intended to be used for the conveying of electricity and includes any pole, mast, transformer, receiver, machinery, insulator, casing, fixture or other equipment or material used, intended to be used or relating to supporting or ancillary to the generation, conversion or conveyance of electricity and includes any part of any Cable, Cables or Works and includes "existing works" as defined by the Electricity Act 1992.

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.

Auckland District Law Society
REF 4120

Annexure Schedule

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

Dated

24th Sept. 2011

Page

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of

5

Pages

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

Signed by the Transferee)

WEL Networks Limited)

by two directors:)

Director

Director

CONSENT OF MORTGAGEE

BANK OF NEW ZEALAND being the mortgagee of Certificate of Title 48C/373 under and by virtue of Mortgage H.343799.5, consents to the within transfer by way of grant of electricity easement, but without prejudice to its rights, powers and remedies in Mortgage H.343799.5.

Executed by BANK OF
ZEALAND by:

NEW
)

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys:	BANK OF NEW ZEALAND by its Attorneys:
Rachel Elizabeth Wood	<i>R. Wood</i>
Leigh Carin Bernard	<i>L. Bernard</i>
In the presence of: Margaret Jane Aston	<i>M. Aston</i>
Witness:	
Occupation: Bank Officer	
Address: Auckland	

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.



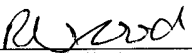
**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, Rachel Elizabeth Wood and Leigh Carin Bernard both of Auckland, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

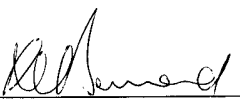
Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 24th day of September 2004



Rachel Elizabeth Wood

SIGNED at Auckland this 24th day of September 2004



Leigh Carin Bernard

HAMILTONISHA
HAMILTON LEGAL SERVICES LTD
DX GP20013
HAMILTON
PH 0800 77 66 88
19

1401/W/309593 WILSON D & D
71940-1902

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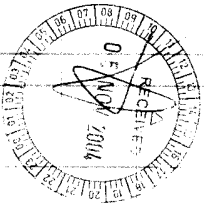
T 6207873.1 Transfer
Cpy - 02/04, 19s - 008,06/11/04, 08:26
Copies
(inc. original)
DocID 51143948

✓ 124847

✓
WILSON DJ & DA
to WEL
NETWORKS LTD

50.00

50.00



50.00
50.00

Original Signatures? _____



CONSENT NOTICE

IN THE MATTER of the Land Transfer Act
1952

AND

IN THE MATTER of Section 221 of the
Resource Management Act
1991

AND

IN THE MATTER of the Land in Certificate of
Title 124847 (South
Auckland Registry) and
Plan No. DP 365434

WHEREAS -

- 1 The **WAIPA DISTRICT COUNCIL** has pursuant to Sections 104B, 108 and 220 of the Resource Management Act 1991 granted to **DONALD JOHN WILSON** and **DOROTHY AGNES WILSON** a subdivision consent for the subdivision of Lot 2 DP 330345.
- 2 The subdivision to which consent has been given is shown on Plan No. DP 365434.
- 3 It was a condition of the said consent that pursuant to Section 108(2) of the Resource Management Act 1991 that:
 - a. Lot 1 DP 365434 (for which new Certificate of Title 265149 has been allocated) cannot be subdivided further pursuant to Rule 10.6.1.1 of the operative Waipa District Plan; and
 - b. In relation to Lot 2 DP 365434 (for which new Certificate of Title 265150 has been allocated), only one additional lot can be created on the site through subdivision in accordance with the provisions of Rule 10.6.1.1 of the operative Waipa District Plan.
- 4 The said conditions are to be complied with pursuant to the provisions of Section 221 of the Resource Management Act 1991 on a continuing basis.

NOW PURSUANT TO Section 221 of the Resource Management Act 1991 the **WAIPA DISTRICT COUNCIL HEREBY CONSENTS** to the deposit of the Survey Plan of Subdivision under the Land Transfer Act 1952.

DATED at Te Awamutu this 6th day of March 2006


.....
Authorised Officer

IN THE MATTER of the Land Transfer Act 1952

AND

IN THE MATTER of Section 221 of the Resource
Management Act 1991

AND

IN THE MATTER of the Land in Certificate of
Title 124847 (South Auckland
Registry) and Plan No.
DP 365434

CONSENT NOTICE

01 Cons 124847.
So

GALLIE MILES
SOLICITORS
TE AWAMUTU

G:\DATA\wp\val\docs\wdc\221\6103.458 - wilson
WDC REF: 04570/003.00

Landonline User ID: HAMILTONLSHA

HEREWITH

Dealing / SUD Number:

(LINZ Use only)

LODGING FIRM: HAMILTON LEGAL SERVICES LTD

Survey Plan (#)

Address: DX GP20013

Title Plan (#)

HAMILTON

Traverse Sheets (#)

PH 0800 77 66 88

Field Notes (#)

19

Calc Sheets (#)

Uplifting Box Number:

Survey Report

Client Code / Ref: WIL006/1 WILSON

148418-1603

Other (state)

Plan Number Pre-Allocated or
to be deposited
Rejected Dealing Number

365434

CONO 6837043.1 Conser
Cpy - 02/04, Pgs - 003, 24/04/06, 08:29

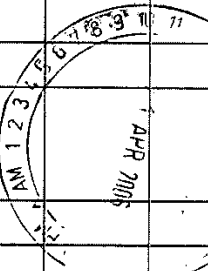
Copies
(Inc. original)

DocID: 511477201

Priority Order	CT Ref:	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RESUBMISSION PRIORITY FEE	FEES & GST INCLUSIVE
1	124847	CONO	WILSON	50.00							50.00
2	124847	OCT	WILSON	212.00							212.00
3	265149 265150	EI	WILSON to WILSON	50.00							50.00
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)



Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Original Signatures? _____

Subtotal (for this page)	312.00
Total for this dealing	312.00
Less Fees paid on Dealing #	
Debit my Account for	312.00

EASEMENT INSTRUMENT

EI 6837043.3 Easement I

Cpy - 01/01, Pgs - 004, 24/04/06, 08:28



DocID: 511477196

Land Registration District

South Auckland

Grantor

Surname must be underlined

Donald Wilson and Dorothy Agnes Wilson

Grantee

Surname must be underlined

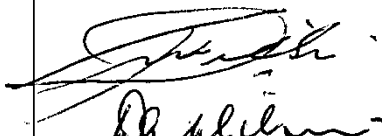
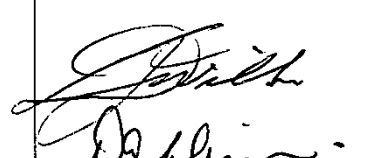
Donald Wilson and Dorothy Agnes Wilson

Grant of Easement

The Grantor, being the registered proprietor of the servient land set out in Schedule A. **Grants to the Grantee** the easement(s) set out in Schedule A with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 10th day of April 2006

ATTESTATION -

 Signature, or common seal of Grantor	Signed in my presence by the Grantor Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name John Neverman Occupation Solicitor Address Hamilton
	Signed in my presence by the Grantee Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name John Neverman Occupation Solicitor Address Hamilton
Signature, or common seal of Grantee 	

Certified correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the Grantee

ANNEXURE SCHEDULE 1

Easement Instrument

Dated

10-4-2006

Schedule A

Purpose (Nature and effect) of easement	Shown (Plan reference) DP 365434	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT or in gross)
Right of way Right to convey water Right to convey gas Right to convey Electricity Right to convey telecommunications and computer media Right to drain water and sewage	A & B	Lot 2 DP 365434 (CT 265150)	Lot 1 DP 365434 (CT 265149)

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

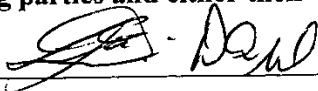
Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

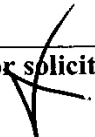
The implied rights and powers are varied and added to by the following provisions:

1. Any maintenance repair or replacement of any easement facility that is necessary because of any act or omission by any user of the easement facility being either or all the owners of the dominant and servient land (which includes any of their agents, employees, contractors, sub-contractors or invitees) must be carried out promptly by that user at the sole costs of that user or in such proportion as relates to the act or omission.
2. Where there is a conflict between the provisions of the Fourth Schedule Land Transfer Regulations 2002 and the Ninth Schedule Property Law Act 1952 the provisions of the Ninth Schedule Property Law Act 1952 will prevail.

jua/92

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





Annexure Schedule



Insert type of instrument

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

Dated

Page

1

of

1

pages

(Continue in additional Annexure Schedule, if required.)

Bank of New Zealand as mortgagee under mortgage H343799.5 hereby consents to:

1. The deposit of DP 365434;
2. The creation of the easements set out on DP 365434.

The above consents are without prejudice to the rights of the mortgagee under mortgage H343799.5.

Dated this 14th day of March 2006

Signed by Bank of New Zealand
by its attorneys in the
presence of:

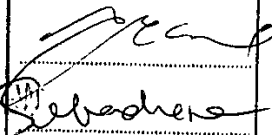
)
)
)

Signature of witness:

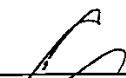
Name of witness:

Occupation:

Address:

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney: Pero loane In the presence of: GUADRAMATI Witness: Occupation: Bank Officer Address: Auckland	BANK OF NEW ZEALAND by its Attorney: 
--	---

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.

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

Fono loane

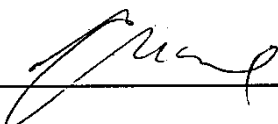
I, _____, Quality Assurance Officer, of Auckland, New Zealand,
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:

North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland

DATED: 14 March 2006



Fono loane



CONSENT NOTICE

IN THE MATTER of the Land Transfer Act
1952

AND

IN THE MATTER of Section 221 of the
Resource Management Act
1991

AND

IN THE MATTER of the Land in Certificate of
Title 292030 (South
Auckland Registry) and
Plan No. DP 396081

WHEREAS -

- 1 The **WAIPA DISTRICT COUNCIL** has pursuant to Sections 104, 104B, 108 and 220 of the Resource Management Act 1991 granted to **DONALD JOHN WILSON** and **DOROTHY AGNES WILSON** a subdivision consent for the subdivision of Lot 2 DP 372217.
- 2 The subdivision to which consent has been given is shown on Plan No. DP 396081.
- 3 It was a condition of the said consent that pursuant to Section 108 of the Resource Management Act 1991 that:
 - a For subsequent development of Lot 1 DP 396081 (for which new Certificate of Title 383221 has been allocated) an effluent and stormwater disposal system shall be designed, installed and continually maintained to the satisfaction of Council's Building Control Manager.
 - b For subsequent development of Lot 1 DP 396081 (for which new Certificate of Title 383221 has been allocated) a suitably qualified and experienced Geotechnical Engineer will be required to inspect the site and submit to Council for approval, at the time of building consent, design details on the foundations of the building.
- 4 The said conditions are to be complied with pursuant to the provisions of Section 221 of the Resource Management Act 1991 on a continuing basis.

NOW PURSUANT TO Section 221 of the Resource Management Act 1991 the **WAIPA DISTRICT COUNCIL HEREBY CONSENTS** to the deposit of the Survey Plan of Subdivision under the Land Transfer Act 1952.

DATED at Te Awamutu this 9th day of April 2008

.....
Authorised Officer

292030

①

CONO

60-

IN THE MATTER of the Land Transfer Act 1952

AND

IN THE MATTER of Section 221 of the Resource
Management Act 1991

AND

IN THE MATTER of the Land in Certificate of
Title 292030 (South Auckland
Registry) and Plan No.
DP 396081

CONSENT NOTICE

GALLIE MILES
SOLICITORS
TE AWAMUTU

G:\DATA\ fionabiwendy\docs\wdc\221s\2008\6103-679 – Shaw Asphalters Ltd
WDC REF: 4570/003.03

Landonline UserID:

landinfo@netta

LODGING FIRM:

Land Info Net Ltd - Hamilton

Address:

PO Box 9213 or DX GX10061

Hamilton

0508 534 251

Uplifting Box Number:

37

ASSOCIATED FIRM:

Client Code / Ref:

A70392 GM-8184/3 SHAW ASPHALTERS LTD - DP
-396081

Other (State)

Dealing / SUD Number:

(LINZ Use only)

Priority Barcode Date Stamp
(LINZ Use only)

CONO 7878083.1 Consen

Copy - 03/04, Pgs - 004, 15/07/08, 07:45

Copies
(inc. original)

DocID: 511864880

Plan Number Pre-Allocated

or to be Deposited: DP 396081 Fast Track - letter to LINZ

Rejected Dealing Number:

Priority Order	CT Ref	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION PRIORITY FEE	FEES & GST INCLUSIVE
1	SA292030	CONO	MAIPA DISTRICT COUNCIL	\$60.00							\$60.00
2	SA292030	OCT	DJ & DA WILSON	\$130.00							\$130.00
3	383221	EI	DJ & DA WILSON	\$60.00							\$60.00
4	383221	PDM	H343799.5	\$60.00							\$60.00
5	383221	T	DJ & DA WILSON TO HAYPIN HOLDINGS LTD	\$60.00							\$60.00

Fees Receipt and Tax Invoice

Annotations (LINZ Use Only)

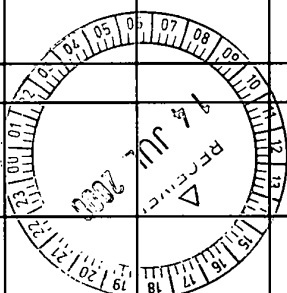
Land Information New Zealand lodgement Form

GST Registered Number 17-022-895

LINZ Form P005

Original Signatures ?

rcs 0, pr 2
rtmk



Subtotal (for this page)	\$0.00
Total for this dealing	See Over
Less Fees Paid on Dealing #	\$0.00
Please debit my landonline account for	See Over

Landonline UserID: landinfonetha

LODGING FIRM: Land Info Net Ltd - Hamilton

Address: PO Box 9213 or DX GX10061

Hamilton

0508 534 251

37

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref: A70392 GM-8184/3 SHAW ASPHALTERS LTD - DP
-396081

Other (State)

HERE WITH

Survey Plan (#)

Title Plan (#)

Traverse sheets (#)

Field Notes (#)

Calc sheets (#)

Survey Report

Dealing / SUD Number:

(LINZ Use only)

Priority Barcode Date Stamp:
(LINZ Use only)

Plan Number Pre-Allocated

or to be Deposited: DP 396081 Fast Track - letter to LINZ

Rejected Dealing Number: _____

Priority Order	CT Ref	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION PRIORITY FEE	FEES \$ GST INCLUSIVE
6	383221	M	HAYPIN HOLDINGS LTD TO DJ & DA WILSON	\$60.00							\$60.00

Fees Receipt and Tax Invoice

Land Information New Zealand lodgement Form
GST Registered Number 17-022-895
LINZ Form P005

Annotations (LINZ Use Only)

Original Signatures ?

rcs 0, pr 2
r/mk

Subtotal (for this page)	\$0.00
Total for this dealing	\$430.00
Less Fees Paid on Dealing #	\$0.00
Please debit my landonline account for	\$430.00

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

EI 7878083.3 Easement

Land registration district

SOUTH AUCKLAND



Cpy - 01/01, Pgs - 006, 15/07/08, 07:45



DocID: 511884884

Grantor

Surname(s) must be underlined or in CAPITALS.

Donald John WILSON and Dorothy Agnes WILSON

Grantee

Surname(s) must be underlined or in CAPITALS.

Donald John WILSON and Dorothy Agnes WILSON

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

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

Dated this 1st day of July 2008

Attestation

	Signed in my presence by the Grantor and Grantee _____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name John Newerman Occupation Solicitor Address Hamilton
	Signature [common seal] of Grantor / Grantee
	Signed in my presence by the Grantee _____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
	Signature [common seal] of Grantee

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

383221
383222

[Solicitor for] the Grantee

3

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

E1 REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

60-

Annexure Schedule 1

Easement instrument

Dated

1/7/2008

Page

2

of

2

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way, right to convey gas, water, electricity, telecommunications and computer media and right to drain water and sewage	A, B, C and D on DP 396081	Lot 2 DP 396081 CT 383222	Lot 1 DP 396081 CT 383221

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

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

Continue in additional Annexure Schedule if required.

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

The implied rights and powers are [varied] ~~[negative]~~ ~~[added to]~~ or ~~[substituted]~~ by:

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2]~~

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

✓ *Daw.*
[Signature]

Annexure Schedule



Insert type of instrument

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

Grant of Easement

Dated

1/7/2008

Page

3

of

3

pages

(Continue in additional Annexure Schedule, if required.)

- 1 Any easement facility, other than an easement facility in respect of a right of way easement, will be under and within the ground comprising the stipulated course.
- 2 Where there is a conflict between the provisions of the Fourth Schedule of the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 the provisions of the Fifth Schedule of the Property Law Act 2007 will prevail.

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.

David. X

ANNEXURE SCHEDULE - CONSENT FORM¹

Land Transfer Act 1952 section 238(2)

Page of Pages

Person giving consent

Capacity and interest of person giving consent

Surname must be underlined

(eg. Caveator under Caveat no.)

Bank of New Zealand	As mortgagee in Mortgage H343799.5
---------------------	------------------------------------

Consent

Delete words in [] if the inconsistent with the consent

State full details of the matter for which consent is required

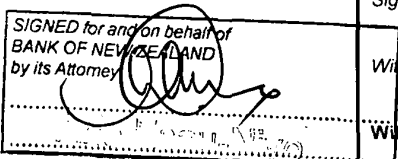
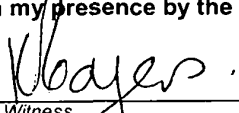
Bank of New Zealand hereby consents to:

The deposit of DP 396081 and the creation of the easements shown thereon.

The above consent is without prejudice to the rights of the mortgagee under mortgage H343799.5

Dated this 26th day of February 2008

Attestation

	Signed in my presence by the Person giving consent
	 _____ Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed):
	Witness name <u>Katrina Rodgers</u>
	Occupation <u>Bank Officer</u>
	Address <u>Auckland</u>
Signature [Common seal] Of Person giving consent	

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



Bank of New Zealand

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

I, **Ann Leong N'wo**, **Quality Assurance Officer of** Auckland, New Zealand, Bank Officer, certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 26 February 2008

A handwritten signature in black ink, appearing to read 'Ann Leong N'wo', written over a horizontal line.

View Instrument Details



Instrument No	10227683.3
Status	Registered
Date & Time Lodged	22 December 2015 12:20
Lodged By	Jarden, Tania Dale
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
383222	South Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by John Gordon Neverman as Territorial Authority Representative on 26/11/2015 01:01 PM

*** End of Report ***

CONSENT NOTICE

IN THE MATTER of the Land Transfer Act 1952
AND

IN THE MATTER of Section 221 of the Resource
Management Act 1991
AND

IN THE MATTER of the Land in Certificate of
Title 383222 (South Auckland
Registry) and Plan No DP
486522

WHEREAS:

1. The **WAIPA DISTRICT COUNCIL** has in consideration of Sections 104 and pursuant to Sections 104B, 108 and 220 of the Resource Management Act 1991 granted to **DONALD JOHN WILSON and DOROTHY AGNES WILSON** subdivision consent for the subdivision of Lot 2 DP 396081.
2. The subdivision to which consent has been given is shown on Plan No. DP 486522.
3. It was a condition of the said consent that pursuant to Section 108(2) of the Resource Management Act 1991 that:

- (a) Any noise sensitive activity* established on Lot 1 or 3 DP 486522 (for which new certificates of title 704262 and 704263 respectively have been allocated), within 100m from the boundary of the designation or the state highway carriageway shall be designed and constructed to meet noise and performance standards relating to traffic recommended by AS/NZS 2107:2000 Acoustics – Recommended design sound levels and reverberation times for building interiors.

*Noise sensitive activities means buildings or parts of buildings used for, or intended to be used for the following purposes: residential activity (including visitor accommodation and retirement accommodation); education; healthcare; and/or places of worship/marae.

Reason: *The above condition has been imposed at the request of New Zealand Transport Agency to mitigate the reverse sensitivity caused by the location of the Southern Links designation on the property.*

- (b) Lots 1 and 3 DP 486522 (for which new certificates of title 704262 and 704263 respectively have been allocated) are located in the vicinity of various approved resource consents for commercial and industrial activities. This includes an organic dump, a relocatable house depot and an agricultural depot. These activities are legally and legitimately established and the resultant noise and odour emissions are part of the existing environment.
- (c) For subsequent development of Lot 3 DP 486522 (for which new certificate of title 704263 has been allocated) a suitably qualified and experienced Engineer will be required to inspect the site and submit to Council for approval, at the time of building consent, design details on the proposed on-site stormwater disposal system.

Reason: The above condition is required to ensure that stormwater generated from the development on Lot 3 DP 486522 (for which new certificate of title 704263 has been allocated) is wholly disposed of on site. Lot 3 DP 486522 (for which new certificate of title 704263 has been allocated) is identified as having significant peat deposits which may contain a seasonally high water table requiring specific design of stormwater disposal.

- (d) That for subsequent development of Lot 3 DP 486522 (for which new certificate of title 704263 has been allocated) a suitably qualified and experienced Engineer will be required to inspect the site and submit to Council for approval, at the time of building consent, design details on the proposed on-site waste water disposal system.

Reason: That for subsequent development of Lot 3 DP 486522 (for which new certificate of title 704263 has been allocated) a suitably qualified and experienced Engineer will be required to inspect the site and submit to Council for approval, at the time of building consent, design details on the proposed on-site waste water disposal system.

- e) That for subsequent development of Lot 3 DP 486522 (for which new certificate of title 704263 has been allocated) a suitably qualified and experienced Engineer will be required to inspect the site and submit to Council for approval, at the time of building consent, design details on the foundations of the buildings.

Reason: The above condition is required as the site contains peat deposits necessitating specific foundation design.

4. The said conditions are to be complied with pursuant to the provisions of Section 221 of the Resource Management Act 1991 on a continuing basis.

NOW PURSUANT TO Section 221 of the Resource Management Act 1991 the **WAIPA DISTRICT COUNCIL** **HEREBY CONSENTS** to the deposit of the Survey Plan of Subdivision under the Land Transfer Act 1952.

DATED at Te Awamutu this 21st day of July 2015


.....
Authorised Officer

View Instrument Details



Instrument No 10227683.7
Status Registered
Date & Time Lodged 22 December 2015 12:20
Lodged By Jarden, Tania Dale
Instrument Type Easement Instrument



Affected Computer Registers Land District

704262	South Auckland
704263	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	☒
Mortgage 8371597.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required	☒

Signature

Signed by John Gordon Neverman as Grantor Representative on 26/11/2015 01:01 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 Linda Maree Lucelle Miles as Grantee Representative on 21/12/2015 02:26 PM

*** End of Report ***

Easement instrument to grant easement

(Section 90A Land Transfer Act 1952)

Grantor**Donald John Wilson and Dorothy Agnes Wilson****Grantee****Haypin Holdings Limited****Grant of Easement**

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) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose (Nature and extent) of easement	Shown (plan reference)	Servient Tenement (Legal Description and Computer Register)	Dominant Tenement (Legal Description and Computer Register) or in gross
Right of way, right to convey electricity, gas, water, and telecommunications and computer media, right to drain water, and sewage	A, B, C & D DP 486522	Lot 3 DP 486522 (CT 704263)	Lot 1 DP 486522 (CT 704262)

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

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

The implied rights and powers are hereby varied, negatived, and added to by the provisions set out in the Annexure Schedule.

Annexure Schedule

- Any easement facility, other than an easement facility in respect of a right of way easement, will be under and within the ground comprising the stipulated course, provided that any part of the easement facility that is required to be above the ground to enable the correct functioning of the easement is allowed.
- Where there is a conflict between the provisions of the Fourth Schedule of the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007, the provisions of the Fifth Schedule of the Property Law Act

2007 will prevail.

3. The Grantee will within two years of the date of this easement upgrade the right of way contained in this easement, at its cost, to a standard acceptable to the Grantor.

From:

To:1679700001

29/10/2015 15:12

#173 P.004/007

21/OCT/2015/WED 08:56

NB Lawyers

FAX No. +64-7-9700001

P. 014

ANNEXURE SCHEDULE - CONSENT FORM¹

Land Transfer Act 1952 section 238(2)

Person giving consent	Capacity and interest of Person giving consent
Bank of New Zealand	Mortgagee under Mortgage no. H343799.5

Consent

Without prejudice to the rights and powers existing under the interest of the person giving consent, the **Person giving consent hereby consents** to registration of the easements shown on DP 486522.

Dated this 29th day of October 2015

Attestation

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney: <i>[Signature]</i> PATRICIA ANN REID	Signed in my presence by the Person giving consent <i>[Signature]</i>
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Maryam Masoudi Occupation Bank Officer Address Auckland
Signature of Person giving consent	

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.

From:

To:1079700001

29/10/2015 15:11

#173 P 002/007



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

JUDITH ANN REED

I, **JUDITH ANN REED**, Quality Support Lending Fulfilment Officer of
Auckland, New Zealand, certify:

1. That by deed dated 8 May 2015, Bank of New Zealand, of Level 4,
80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the Hamilton registration district of
Land Information New Zealand as dealing No. 10097085.2
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 29 October 2015

JUDITH ANN REED



View Instrument Details

Instrument No 10227683.8
Status Registered
Date & Time Lodged 22 December 2015 12:20
Lodged By Jarden, Tania Dale
Instrument Type Easement Instrument



Affected Computer Registers **Land District**
704263 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 ☒

Mortgage 8371597.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒

Signature

Signed by John Gordon Neverman as Grantor Representative on 26/11/2015 01:02 PM

Grantee Certifications

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

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

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

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

Signature

Signed by John Gordon Neverman as Grantee Representative on 26/11/2015 01:02 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

DONALD JOHN WILSON AND DOROTHY AGNES WILSON

Grantee

WEL NETWORKS LIMITED

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

The Grantor, being the registered proprietor of the Servient Tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) 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	Easement Land Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) <i>or</i> in gross
Right to convey Electricity, Telecommunications and Computer Media	"A", "B", "C" and "D" on DP 486522	Lot 3 DP 486522 contained in CT 704263	In Gross

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

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

The Implied rights and powers are varied by the provisions set out in Annexure Schedule 1.

ANNEXURE SCHEDULE 1

Definitions

1. "Land" means all the estate and interest comprising the Servient Tenement identified in Schedule A of this instrument.
2. "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.
3. "Easement Land" means that part of the Land shown in Schedule A of this instrument.
4. "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 (radio or otherwise), 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.

Grant

5. The Grantor grants to the Grantee perpetual easements in gross for Electricity, Telecommunications and Computer Media purposes ("Easements") in, through and below the Easement Land.

Terms

6. The Grantee shall have the following rights and powers:
 - (a) 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;
 - (b) to lay, erect, construct, maintain, monitor, inspect, replace, alter, add to, upgrade, retain and remove Equipment on, over and under the Easement Land;
 - (c) to enter onto and over the land and remain on it with or without machinery, vehicles, active and/or passive monitoring and inspection apparatus or devices for the purposes of placing, laying, erecting, constructing, maintaining, monitoring, inspecting, repairing, renewing, adding to, upgrading, replacing, altering or removing the Equipment and excavating or removing soil and

- 2 -

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;

- (d) to erect gates, fences and other protective barriers around the Equipment;
 - (e) to keep the Easement Land clear of vegetation (including trees and shrubs);
 - (f) 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.
7. When exercising its rights and powers, the Grantee will:
- (a) 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;
 - (b) cause as little disturbance to the Land as is reasonably possible;
 - (c) 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; and
 - (d) not interfere with the reasonable use of land by the Grantor.
8. The Grantor will not without the Grantee's written permission:
- (a) erect or permit to be erected any improvements on the Easement Land including buildings and fences;
 - (b) grow or permit to be grown any vegetation (including trees and shrubs) on the Easement Land;
 - (c) excavate or deposit material on the Easement Land;
 - (d) 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; and
 - (e) grant any easement, right or interest in the Easement Land to any third party.
9. 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.
10. 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.
11. 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.

- 3 -

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

From:

To:1679700001

29/10/2015 15:12

#173 P.004/007

21/OCT/2015/WED 08:56

NB Lawyers

FAX No. +64-7-9700001

P. 014

ANNEXURE SCHEDULE - CONSENT FORM¹

Land Transfer Act 1952 section 238(2)

Person giving consent	Capacity and interest of Person giving consent
Bank of New Zealand	Mortgagee under Mortgage no. H343799.5

Consent

Without prejudice to the rights and powers existing under the interest of the person giving consent, the **Person giving consent hereby consents** to registration of the easements shown on DP 486522.

Dated this 29th day of October 2015

Attestation

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney: <i>[Signature]</i> PATRICIA ANN REID	Signed in my presence by the Person giving consent <i>[Signature]</i>
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Maryam Masoudi Occupation Bank Officer Address Auckland
Signature of Person giving consent	

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.

From:

To:1079700001

29/10/2015 15:11

#173 P 002/007



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

JUDITH ANN REED

I, **JUDITH ANN REED**, Quality Support Lending Fulfilment Officer of
Auckland, New Zealand, certify:

1. That by deed dated 8 May 2015, Bank of New Zealand, of Level 4,
80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the Hamilton registration district of
Land Information New Zealand as dealing No. 10097085.2
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 29 October 2015

JUDITH ANN REED

View Instrument Details



Instrument No 11713595.3
Status Registered
Date & Time Lodged 01 April 2020 14:00
Lodged By Stevens, Lucinda Rose
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
265149	South Auckland
704262	South Auckland
704263	South Auckland

Annexure Schedule Contains 4 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Shannon Kay Maxfield as Covenantor Representative on 01/04/2020 11:41 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Covenantee Representative on 01/04/2020 11:42 AM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Les Harrison Properties Limited, Southpark Agri Development Limited and Waikato Agri Farms Limited

Covenantee

Les Harrison Properties Limited, Southpark Agri Development Limited and Waikato Agri Farms 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 required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	Not applicable	265149	704262 704263
Land Covenant	Not applicable	704262	265149 704263

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Land covenant	Not applicable	704263	265149 704262
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Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

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

[Annexure Schedule 1].

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form L

Annexure Schedule 1

Page 3 of 4 Pages

Insert instrument type

Covenant Instrument

Continue in additional Annexure Schedule, if required

1. For the purposes of this Instrument:
 - (a) **Covenantee** means the Covenantee named on the first page of this Instrument and includes its successors in title and any registered proprietor from time to time of the Covenantee's Land;
 - (b) **Covenantee's Land** means those parcels of land being the land described as the "Benefitted Land" on the first page of this Instrument;
 - (c) **Covenantor** means the Covenantor named on the first page of this Instrument and includes its successors in title and any registered proprietor from time to time of the Property;
 - (d) **Instrument** means this easement instrument and includes the schedules and any annexures;
 - (e) **Property** means that parcel of land subject to this Instrument being the land described as the "Burdened Land" on the first page of this Instrument; and
 - (f) **Tenant** means any tenant or occupier from time to time of any part or parts of the Covenantee's Land.
2. The Covenantor, either personally or through any agent or employee, will not at any time:
 - (a) directly or indirectly, lodge or support in any way any objection or submission (including, without limitation, taking part in any hearing, appeal or reference) against:
 - (i) any resource consent to subdivide, develop or use the Covenantee's Land for industrial, commercial or business use and the associated environmental effects arising from such activities (including, without limitation, noise (including blasting), vibrations, dust, the effects of transportation on access ways and/or roads and other incidental effects);
 - (ii) any application for a building consent for any building or structure to be built on the Covenantee's Land; and
 - (iii) any industrial, commercial or business activities carried out by the Covenantee or the Tenant on the Covenantee's Land (provided that such activities are being carried out in compliance with any resource consents and all applicable laws);
 - (b) make any demand for damages, costs or expenses, bring any legal action in nuisance or any other action in law or allege any liability arising out of or in connection with the activities described in sub-clauses 2(a)(i) to (iii);

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form L

Annexure Schedule 1

Page 4 of 4 Pages

Insert instrument type

Covenant Instrument

Continue in additional Annexure Schedule, if required

- (c) do or permit to be done any act, matter or thing intended to restrict or inhibit or which may have the effect of restricting or inhibiting any of the activities described in sub-clauses 2(a)(i) to (iii) above; and
 - (d) aid, abet, counsel or procure any other person or entity to exercise any of the actions restricted by virtue of clauses 2 (a) to (c) (inclusive) above.
3. The Covenantor (and its successors in title) hereby gives written approval for the purposes of the Resource Management Act 1991 to any subdivision or development (in accordance with clause 2(a)(i)) of the Covenantee's Land and in the event of failing to do so, the Covenantee shall be entitled to provide a copy of this Instrument to the relevant consent authority as evidence that such written approval is given.
4. The covenants given in this Instrument by the Covenantor are given only for the benefit of the Covenantee, and any Tenant and, in the case of any Tenant, are enforceable in terms of the Contract and Commercial Law Act 2017.

View Instrument Details



Instrument No	11872275.2
Status	Registered
Date & Time Lodged	12 November 2020 11:39
Lodged By	Gurnell, Andrew John
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
957619	South Auckland
957620	South Auckland

Annexure Schedule Contains 2 Pages.

Signature

Signed by Andrew John Gurnell as Territorial Authority Representative on 11/11/2020 01:51 PM

*** End of Report ***

CONSENT NOTICE

IN THE MATTER	of the Land Transfer Act 2017
AND	
IN THE MATTER	of Section 221 of the Resource
	Management Act 1991
AND	
IN THE MATTER	of the Land in Record of Title
	704263 (South Auckland
	Registry) and Plan No DP
	552743

WHEREAS:

1. The **WAIPA DISTRICT COUNCIL** has pursuant to Sections 34A(1), 104, 104B, 104D and 108 of the Resource Management Act 1991 granted to **SOUTHPARK AGRI DEVELOPMENT LIMITED** subdivision consent for the subdivision of Lot 3 DP 486522.
2. The subdivision to which consent has been given is shown on Plan No. DP 552743.
3. It was a condition of the said consent that pursuant to Section 108(2) of the Resource Management Act 1991 that:
 - (a) For subsequent development of Lot 2 DP 552743 (for which new record of title 957620 has been allocated) a suitably qualified and experienced Engineer will be required to inspect the site and submit to Council for approval, at the time of building consent, design details on the proposed on-site stormwater disposal system.

Reason: The above condition is required to ensure that stormwater generated from the development on Lot 2 DP 552743 (for which new record of title 957620 has been allocated) is wholly disposed of on-site. Lot 2 DP 552743 (for which new record of title 957620 has been allocated) is identified as having significant peat deposits which may contain a seasonally high water table requiring specific design of stormwater disposal.
 - (b) For subsequent development of Lot 2 DP 552743 (for which new record of title 957620 has been allocated) a suitably qualified and experienced Engineer will be required to inspect the site and submit to Council for approval, at the time of building consent, design details on the foundations of the buildings.

Reason: The above condition is required as the site is subject to soft soils as identified in the site suitability report provided by AgFirst Waikato Ltd, dated March 2019 (Document set ID: 10389697, Page 259).
 - (c) The registered owner of Lots 1 and 2 DP 552743 (for which new records of title 957619 and 957620 have been allocated) shall ensure that any new building (constructed after 5 June 2020) supplied with electricity complies with Rule 15.4.2.22(b) of the Waipa District Plan, (access to an adequate water supply for firefighting purposes, where water is not supplied by Council) or any Rule enacted in variation or substitution of that rule.

Reason: It is important that any prospective purchaser of Lots 1 and 2 DP 552743 (for which new records of title 957619 and 957620 have been allocated) are made aware of this requirement when undertaking building work on Lots 1 and 2 DP 552743 (for which new records of title 957619 and 957620 have been allocated). Rule 15.4.2.22(b) of the District Plan requires all lots to provide access to an adequate water supply for firefighting purposes where infrastructure services are not provided by Council.

- (d) The registered owner of Lot 2 DP 552743 (for which new record of title 957620 has been allocated), shall prior to future subdivision, development or building on Lot 2 DP 552743 (for which new record of title 957620 has been allocated), demonstrate compliance with the National Environmental Standard for Assessing and Managing Contaminates in Soil to Protect Human Health, or obtain the necessary resource consent approval under that legislation.

Reason: The site is subject to an activity on the Hazardous Activities and Industrial List and is therefore subject to the Regulations in the National Environmental Standard for Assessing and Managing Contaminates in Soil to Protect Human Health.

- (e) Secondary dwellings, as defined by the Operative Waipa District Plan, shall not be constructed on Lot 1 or Lot 2 DP 552743 (for which new records of title 957619 and 957620 have been allocated).

Reason: To avoid adverse effects associated with potential future development opportunities on the site, this consent notices restricts development on the site to one additional dwelling, consistent with the existing development opportunities on the site.

- (f) Lots 1 and 2 DP 552743 (for which new records of title 957619 and 957620 have been allocated) are located in the vicinity of an approved resource consent for a waste management facility. This activity is legally and legitimately consented, and the resultant noise and odour emissions are part of the existing environment.

Reason: This consent notice will advise future owners of the special and continuing circumstances of the site. Specifically, it will advise future owners of the site's proximity to commercial and industrial activities, thereby avoiding potential reverse sensitivity effects.

4. The said conditions are to be complied with pursuant to the provisions of Section 221 of the Resource Management Act 1991 on a continuing basis.

NOW PURSUANT TO Section 221 of the Resource Management Act 1991 the **WAIPA DISTRICT COUNCIL** HEREBY CONSENTS to the deposit of the Survey Plan of Subdivision under the Land Transfer Act 2017.

DATED at Cambridge this 11th day of September 2020

SIGNED by Waipa District Council



Hayley Thomas
Authorised Officer

View Instrument Details



Instrument No 11872275.3
Status Registered
Date & Time Lodged 12 November 2020 11:39
Lodged By Gurnell, Andrew John
Instrument Type Easement Instrument



Affected Records of Title	Land District
957619	South Auckland
957620	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 ☒

I certify that the Mortgagee under Mortgage 11101157.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Andrew John Gurnell as Grantor Representative on 12/11/2020 11:34 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 Andrew John Gurnell as Grantee Representative on 12/11/2020 11:36 AM

*** End of Report ***

Easement Instrument to Grant Easement or *Profit à Prendre*
Section 109 Land Transfer Act 2017

Grantor

SOUTHPARK AGRI DEVELOPMENT LIMITED

Grantee

WEL NETWORKS LIMITED

Grant of Easement or *Profit à Prendre*

The Grantor, being the registered owner of the Burdened Land set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or <i>profits(s) à prendre</i> set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).
--

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

Purpose of easement or <i>profit</i>	Easement Land Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey Electricity and Telecommunications	A on DP 552743	Lot 1 DP 552743 (957619)	In Gross
	B, C and D on DP 552743	Lot 2 DP 552743 (957620)	

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are varied by the provisions set out in Annexure Schedule 1.

ANNEXURE SCHEDULE 1

Definitions

1. "Land" means all the estate and interest comprising the Burdened Land identified in Schedule A of this instrument.
2. "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.
3. "Easement Area" means that part of the Land shown in Schedule A of this instrument.
4. "Equipment" means all things used or intended to be used as, or ancillary to, a physical medium for transmitting and/or conveying electricity and telecommunications. 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 (radio or otherwise), 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.

Grant

5. The Grantor grants to the Grantee perpetual easements in gross for Electricity and Telecommunications purposes ("Easements") in, through and below the Easement Area.

Terms

6. The Grantee shall have the following rights and powers:
 - (a) to use the Equipment to convey, conduct, send, distribute, pass, convert, transport, transmit and receive electricity and telecommunications as defined in the Land Transfer Regulations 2018, on, over and under the Easement Area free of interruption or impediment;
 - (b) to lay, erect, construct, maintain, monitor, inspect, replace, alter, add to, upgrade, retain and remove Equipment on, over and under the Easement Area;
 - (c) to enter onto and over the Land and remain on it with or without machinery, vehicles, active and/or passive monitoring and inspection apparatus or devices for the purposes

- 2 -

of placing, laying, erecting, constructing, maintaining, monitoring, 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 Grantees rights under this instrument as the Grantee considers reasonable;

- (d) to erect gates, fences and other protective barriers around the Equipment;
 - (e) to keep the Easement Area clear of vegetation (including trees and shrubs);
 - (f) 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.
7. When exercising its rights and powers, the Grantee will:
- (a) 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;
 - (b) cause as little disturbance to the Land as is reasonably possible;
 - (c) 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.
8. The Grantor will not without the Grantee's written permission:
- (a) erect or permit to be erected any improvements on the Easement Area including buildings and fences;
 - (b) grow or permit to be grown any vegetation (including trees and shrubs) on the Easement Area;
 - (c) excavate or deposit material on the Easement Area;
 - (d) do anything on the Easement Area 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; and
 - (e) grant any easement, or similar right or interest in the Easement Area.
9. 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.

- 3 -

10. Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 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.
11. 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.
12. 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.
13. 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.
14. Clause 14(c) of the Fifth Schedule of the Land Transfer Regulations 2018 is amended by deleting the reference to 14 working days and replacing it with 60 days.
15. 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.
16. 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.

View Instrument Details



Instrument No	12607131.2
Status	Registered
Date & Time Lodged	23 January 2023 09:25
Lodged By	Newman, Maggie Alexandra
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1100385	South Auckland
1100386	South Auckland

Annexure Schedule Contains 1 Pages.

Signature

Signed by Maggie Alexandra Newman as Territorial Authority Representative on 23/01/2023 09:24 AM

*** End of Report ***

CONSENT NOTICE

IN THE MATTER of the Land Transfer Act 2017
AND
IN THE MATTER of Section 221 of the Resource
Management Act 1991
AND
IN THE MATTER of the Land in Records of Title
957619 and 957620 (South
Auckland Registry) and Plan No
DP 584573

WHEREAS:

1. The **WAIPA DISTRICT COUNCIL** has pursuant to Sections 34A(1), 104, 104A, 104B and 108 of the Resource Management Act 1991 granted subdivision consent for the subdivision of Lot 1 DP 552743 and Lot 2 DP 552743 owned by **SOUTHPARK AGRI DEVELOPMENT LIMITED**.
2. The subdivision to which consent has been given is shown on Plan No. DP 584573.
3. It was a condition of the said consent that pursuant to Section 108(2) of the Resource Management Act 1991 that the registered owner of Lots 1 and 2 DP 584573 (for which new records of title 1100385 and 1100386 have been allocated) shall ensure that any new dwelling complies with Rule 15.4.2.23 of the Waipa District Plan (access to an adequate water supply for firefighting purposes, where water is not supplied by Council), or any rule enacted in variation or substitution of that rule.

***Reason:** It is important that any prospective purchaser of Lots 1 and 2 DP 584573 (for which new records of title 1100385 and 1100386 have been allocated) are made aware of this requirement when undertaking building work on Lots 1 and 2 DP 584573 (for which new records of title 1100385 and 1100386 have been allocated). Rule 15.4.2.23 of the District Plan requires all lots to provide access to an adequate water supply for firefighting purposes where infrastructure services are not provided by Council.*

4. The said condition is to be complied with pursuant to the provisions of Section 221 of the Resource Management Act 1991 on a continuing basis.

NOW PURSUANT TO Section 221 of the Resource Management Act 1991 the **WAIPA DISTRICT COUNCIL** **HEREBY CONSENTS** to the deposit of the Survey Plan of Subdivision under the Land Transfer Act 2017.

DATED at Cambridge this 22nd day of November 2022

SIGNED by Waipa District Council



.....
Authorised Officer

Quentin Budd

.....
Name of Authorised Officer

View Instrument Details



Instrument No 12607131.3
Status Registered
Date & Time Lodged 23 January 2023 09:25
Lodged By Newman, Maggie Alexandra
Instrument Type Easement Instrument



Affected Records of Title	Land District
1100385	South Auckland
1100386	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 11101157.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Maggie Alexandra Newman as Grantor Representative on 16/02/2023 02:25 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 Maggie Alexandra Newman as Grantee Representative on 16/02/2023 02:25 PM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

SOUTHPARK AGRI DEVELOPMENT LIMITED

Grantee

SOUTHPARK AGRI DEVELOPMENT LIMITED

Grant of Easement or *Profit à prendre*

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

Schedule A
Schedule, if required

Continue in additional Annexure

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	A, B & V on DP 584573	Lot 1 DP 584573 - 1100385	Lot 2 DP 584573 - 1100386
	G, H, I, J, ZA, ZB, ZC, EC, X on DP 584573	Lot 2 DP 584573 - 1100386	Lot 1 DP 584573 - 1100385

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 2018 and/or Schedule 5 of the Property Law Act 2007

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

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

the provisions set out in Annexure Schedule

ANNEXURE SCHEDULE

TERMS AND CONDITIONS FOR THE EASEMENTS OF RIGHT OF WAY

1. If, in respect of easements of right of way, there is conflict between the provisions of Schedule Five to the Land Transfer Regulations 2018 and the provisions of the Fifth Schedule to the Property Law Act 2007, then the latter shall prevail.
2. Where there is conflict between the rights powers terms covenants or restrictions herein (the modifications) and the provisions of Schedule Five to the Land Transfer Regulations 2018 and/or the provisions of the Fifth Schedule to the Property Law Act 2007 then the modifications shall prevail.

View Instrument Details



Instrument No	12988232.3
Status	Registered
Date & Time Lodged	23 July 2024 09:56
Lodged By	Newman, Maggie Alexandra
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
1179322	South Auckland
1179323	South Auckland

Annexure Schedule Contains 2 Pages.

Signature

Signed by Maggie Alexandra Newman as Territorial Authority Representative on 12/07/2024 12:03 PM

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

CONSENT NOTICE

IN THE MATTER of the Land Transfer Act 2017
AND

IN THE MATTER of Section 221 of the Resource
Management Act 1991
AND

IN THE MATTER of the Land in Record of Title
1100386 (South Auckland
Registry) and Plan No DP
603134

WHEREAS:

1. The **WAIPA DISTRICT COUNCIL** has pursuant to Sections 34A(1), 104, 104A/104B and 108 of the Resource Management Act 1991 granted subdivision consent to **SOUTHPARK AGRI DEVELOPMENT LIMITED** for the subdivision of Lot 2 DP 584573.
2. The subdivision to which consent has been given is shown on Plan No. DP 603134.
3. It was a condition of the said consent that pursuant to Section 108(2) of the Resource Management Act 1991 that:

- (a) Future owners are advised that no reticulated telecommunication connections are provided to Lots 1 and 2 DP 603134 (for which new records of title 1179322 and 1179323 have been allocated).

Reason: *The applicant demonstrated at time of subdivision that alternative telecommunications options are available to the said lots.*

- (b) The registered owner of Lot 2 DP 603134 (for which new record of title 1179323 has been allocated) cannot construct or relocate a dwelling or secondary dwelling on Lot 2 DP 603134 (for which new record of title 1179323 has been allocated).

Reason: *This consent notice was proffered by the agent within the application.*

- (c) The future registered owners of Lots 1 and 2 DP 603134 (for which new records of title 1179322 and 1179323 have been allocated) are advised that no reticulated power supply is provided to the said lots.

Reason: *Lots 1 and 2 DP 603134 (for which new records of title 1179322 and 1179323 have been allocated) are subject to a Strategic Boundary agreement between Hamilton City Council and Waipa District Council, and an indicative Structure Plan (SL1) which would see the zoning of the site change from Rural to Industrial in the future. As a result, it is more economically viable to service the site with power once the area is re-zoned, in order to prevent retrofitting. It is highly unlikely that the site will be developed for any activities requiring a power supply prior to the zone changing.*

- 2 -

4. The said conditions are to be complied with pursuant to the provisions of Section 221 of the Resource Management Act 1991 on a continuing basis.

NOW PURSUANT TO Section 221 of the Resource Management Act 1991 the **WAIPA DISTRICT COUNCIL** **HEREBY CONSENTS** to the deposit of the Survey Plan of Subdivision under the Land Transfer Act 2017.

DATED at Cambridge this 20th day of June 2024

SIGNED by Waipa District Council



.....
Authorised Officer

Quentin Budd
.....
Name of Authorised Officer

View Instrument Details



Instrument No 12988232.4
Status Registered
Date & Time Lodged 23 July 2024 09:56
Lodged By Newman, Maggie Alexandra
Instrument Type Easement Instrument



Affected Records of Title	Land District
1179322	South Auckland
1179323	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 ☒

Signature

Signed by Maggie Alexandra Newman as Grantor Representative on 12/07/2024 12:03 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 Maggie Alexandra Newman as Grantee Representative on 12/07/2024 12:03 PM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

SOUTHPARK AGRI DEVELOPMENT LIMITED

Grantee

SOUTHPARK AGRI DEVELOPMENT LIMITED

Grant of Easement or *Profit à prendre*

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way, right to drain sewage, water, right to convey electricity, gas, telecommunications, water	G, H, I, J and X on DP 603134	Lot 1 DP 603134 - 1179322	Lot 2 DP 603134 - 1179323

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 2018 and/or Schedule 5 of the Property Law Act 2007

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

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

the provisions set out in Annexure Schedule

ANNEXURE SCHEDULE

TERMS AND CONDITIONS FOR THE EASEMENTS OF RIGHT OF WAY, RIGHT TO CONVEY WATER, ELECTRICITY, GAS, TELECOMMUNICATIONS AND RIGHT TO DRAIN WATER AND SEWAGE

1. Where practicable, easement facilities in respect of the within easements, other than the easement of right of way, shall be placed under and within the ground comprising the stipulated course.

This provision does not extend to those easement facilities, which are required to be located on or above the ground for the proper functioning, maintenance and inspection of the easements.
2. If, in respect of easements of right of way, there is conflict between the provisions of Schedule Five to the Land Transfer Regulations 2018 and the provisions of the Fifth Schedule to the Property Law Act 2007, then the latter shall prevail.
3. Where there is conflict between the rights powers terms covenants or restrictions herein (the modifications) and the provisions of Schedule Five to the Land Transfer Regulations 2018 and/or the provisions of the Fifth Schedule to the Property Law Act 2007 then the modifications shall prevail.

View Instrument Details



Instrument No 12988232.5
Status Registered
Date & Time Lodged 23 July 2024 09:56
Lodged By Newman, Maggie Alexandra
Instrument Type Encumbrance



Affected Records of Title	Land District
1179322	South Auckland

Annexure Schedule Contains 2 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 Maggie Alexandra Newman as Encumbrancer Representative on 14/08/2024 03:33 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 Maggie Alexandra Newman as Encumbrancee Representative on 14/08/2024 03:33 PM

*** End of Report ***

Form 18

Encumbrance instrument
(Section 100 Land Transfer Act 2017)

Land registration district

SOUTH AUCKLAND

BARCODE

Record of Title (unique identifier)	All/part	Area/description of part
1179322	All	Lot 1 DP 603134

Encumbrancer *Surname(s) must be underlined.*

SOUTHPARK AGRI DEVELOPMENT LIMITED

Encumbrancee *Surname(s) must be underlined.*

HAMILTON CITY COUNCIL

Estate or interest to be encumbered *Insert, eg, fee simple, leasehold in lease number, etc.*

FEE SIMPLE

Encumbrance memorandum number

N/A

Nature of security *State whether sum of money, annuity, or rentcharge, and amount.*

RENT CHARGE OF \$10.00 (INCLUDING GST) PER ANNUM

Operative clause *Delete words in [], as appropriate.*

The **Encumbrancer encumbers for the benefit of the Encumbrancee** the land in the above record of title(s) **with** the above sum of money, annuity, or rentcharge to be raised and paid in accordance with the terms set out in the ~~{above encumbrance memorandum}~~ [Annexure Schedule(s)] **and** so as to incorporate in this encumbrance the terms and other provisions set out in the ~~{above encumbrance memorandum}~~ [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Annexure Schedule

1. Length of term – 999 Years
2. Payment date(s) Annually on 1 December in each year
3. Rate(s) of interest – N/A
4. Event(s) in which the sum, annuity, or rent charge becomes payable – Upon the Encumbrancee giving notice to the Encumbrancer that the Encumbrancee is in breach of this Encumbrance Instrument until the date the breach is remedied to the satisfaction of the Encumbrancee.
5. Event(s) in which the sum, annuity, or rent charge ceases to be payable – Upon the Encumbrancee giving written notice to the Encumbrancer that the Encumbrance is no longer required

Covenants and conditions

1. The Encumbrancer will not allow any activities on the land other than those permitted in the Rural Zone under the Waipa District Plan and will not seek resource consent for any activities which are not permitted in that zone.

Modification of statutory provisions

1. Section 203 of the Property Law Act 2007 applies (except as modified by the covenants and conditions above) but otherwise and without prejudice to the Encumbrancee's rights of action at common law as a rent charge or Encumbrancee:
 - (a) The Encumbrancee shall be entitled to none of the powers and remedies given to the Encumbrancee by the Land Transfer Act 2017 and the Property Law Act 2007; and
 - (b) No covenants on behalf of the Encumbrancer and their successors in the title are implied into this instrument other than the covenants for further assurance implied by section 24 of the Land Transfer Act 2017.
2. For the purposes of the Property Law Act 2007 and the Land Transfer Act 2017, the Encumbrancee consents to the following dealings affecting the record of title for the encumbered land without having to execute a consent instrument:
 - (a) Variation of mortgage instrument or priority of mortgages;
 - (b) Creation, variation or surrender of an easement or covenant; and
 - (c) Any dealing that is expressed as subject to this encumbrance.

In the event that Land Information New Zealand requires the Encumbrancee consent to any of the matters referred to above, the Encumbrancee will provide its consent without unreasonable delay, at the Encumbrancers cost, subject to the Encumbrancee's interest under this encumbrance not being prejudiced.



View Instrument Details

Instrument No	13133374.2
Status	Registered
Lodged By	Tuinukuafe, Max Sioape
Date & Time Lodged	01 Nov 2024 10:40
Instrument Type	Mortgage

Affected Records of Title	Land District
210824	North Auckland
615246	North Auckland
615247	North Auckland
668481	North Auckland
687747	North Auckland
704262	South Auckland
92739	North Auckland
956771	North Auckland
NA103C/184	North Auckland
NA114A/776	North Auckland
NA124C/167	North Auckland
NA127D/394	North Auckland
NA127D/395	North Auckland
NA127D/398	North Auckland
NA35B/1190	North Auckland
NA35B/1191	North Auckland
NA392/120	North Auckland
NA42C/1135	North Auckland
NA46C/933	North Auckland
NA49D/666	North Auckland
NA49D/667	North Auckland
NA54C/484	North Auckland
NA57B/1154	North Auckland
NA78D/997	North Auckland
NA80C/128	North Auckland
NA85A/374	North Auckland
NA993/126	North Auckland
NA993/231	North Auckland

Mortgagors

Industre Property Tahi Limited

Mortgagees

ANZ Bank New Zealand Limited

Share

Mortgage Details

Memorandum Number	2018/4346
Priority Amount \$	500,000,000.00 plus interest

Mortgage Details

This mortgage incorporates the provisions of the above memorandum registered pursuant to Section 209 of the Land Transfer Act 2017

Annexure Schedule Contains 2 Pages

Mortgagor Certifications

- I certify that I have the authority to act for the Mortgagor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have the authority to act for the Mortgagee 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 Caveator under Caveat 12569817.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

Signature

Signed by Justin James Maloney as Mortgagor Representative on 30/10/2024 02:00 PM

*** End of Report ***

Mortgage Annexure Schedule
AMENDMENTS TO MEMORANDUM

The provisions of Memorandum 2018/4346 incorporated into and applying to the Mortgage are amended as follows:

1. Clause 1(b)(iv) is deleted and replaced with the following:

"the "mortgagee" means the party named as such in the mortgage instrument being the Security Trustee on behalf of the Secured Parties."

2. A new clause 1(b)(vii) is inserted after clause 1(b)(vi):

"(vii) a reference to any document includes reference to that document as modified, novated, supplemented, varied or replaced from time to time."

3. In clause 1(c), the definition of "secured agreement" is deleted, and the following definitions are added in the correct alphabetical order:

"default" means an Event of Default (as defined in the Facility Agreement);

"Facility Agreement" means the 'Syndicated Senior Secured Facility Agreement' originally dated on or about the date of this mortgage (and as amended, varied, supplemented and/or restated (or similar) from time to time) between, among others, the mortgagor as borrower, Industrie Property Holdings Limited as parent, ANZ Bank New Zealand Limited as agent and security trustee, ANZ Bank New Zealand Limited, Westpac New Zealand Limited, Commonwealth Bank of Australia, Industrial and Commercial Bank of China Limited, Auckland Branch and Bank of China Limited, Auckland Branch as lenders (and includes their respective successors and permitted assigns);

"Finance Document" has the meaning given to that term in the Facility Agreement;

"Finance Party" has the meaning given to that term in the Facility Agreement;

"General Security Deed" has the meaning given to "GSD" in the Facility Agreement;

"secured agreement" means any Finance Document;

"Secured Parties" means the Beneficiaries (as defined in the Security Trust Deed);

"Security Trust Deed" has the meaning given to that term in the Facility Agreement; and

"Security Trustee" has the meaning given to that term in the Facility Agreement.

4. Clause 2(a) is deleted and replaced by the following:

"In this mortgage, "the secured moneys" means the "Secured Money" as defined in the General Security Deed."

5. Clause 15 is deleted and replaced with the following:

"15. Intentionally deleted."

6. A new clause 27 is inserted as follows:

"27 **OVERRIDING PROVISION**

Notwithstanding any provision of this mortgage, including this Annexure schedule and Memorandum No. 2018/4346, in the event of any direct or indirect conflict between and provisions of the mortgage and the other Finance Documents, the relevant provision of such other Finance Document shall prevail to the extent of such conflict, and to the extent any representations or undertakings given by the mortgagor under this mortgage are not given by the mortgagor under any other Finance Document, those representations and undertakings under this mortgage are of no force and effect.”



View Instrument Details

Instrument No	13133374.3
Status	Registered
Lodged By	Tuinukuafe, Max Sioape
Date & Time Lodged	01 Nov 2024 10:40
Instrument Type	Mortgage

Affected Records of Title	Land District
265149	South Auckland
526949	North Auckland
GS4A/1052	Gisborne
GS4A/1053	Gisborne
GS4A/1054	Gisborne
GS4A/873	Gisborne
NA129B/131	North Auckland

Mortgagors

Industre Property Rua Limited

Mortgagees

ANZ Bank New Zealand Limited

Share

Mortgage Details

Memorandum Number	2018/4346
Priority Amount \$	250,000,000.00 plus interest

This mortgage incorporates the provisions of the above memorandum registered pursuant to Section 209 of the Land Transfer Act 2017

Annexure Schedule	Contains 2 Pages
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Mortgagor Certifications

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

I certify that I have the authority to act for the Mortgagee 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 Justin James Maloney as Mortgagor Representative on 30/10/2024 01:55 PM

*** End of Report ***

Mortgage Annexure Schedule
AMENDMENTS TO MEMORANDUM

The provisions of Memorandum 2018/4346 incorporated into and applying to the Mortgage are amended as follows:

1. Clause 1(b)(iv) is deleted and replaced with the following:

"the "mortgagee" means the party named as such in the mortgage instrument being the Security Trustee on behalf of the Secured Parties."

2. A new clause 1(b)(vii) is inserted after clause 1(b)(vi):

"(vii) a reference to any document includes reference to that document as modified, novated, supplemented, varied or replaced from time to time."

3. In clause 1(c), the definition of "secured agreement" is deleted, and the following definitions are added in the correct alphabetical order:

"default" means an Event of Default (as defined in the Facility Agreement);

"Facility Agreement" means the 'Syndicated Senior Secured Facility Agreement' originally dated on or about the date of this mortgage (and as amended, varied, supplemented and/or restated (or similar) from time to time) between, among others, the mortgagor as borrower, Industrie Property Holdings Limited as parent, ANZ Bank New Zealand Limited as agent and security trustee, ANZ Bank New Zealand Limited, Westpac New Zealand Limited, Commonwealth Bank of Australia, Industrial and Commercial Bank of China Limited, Auckland Branch and Bank of China Limited, Auckland Branch as lenders (and includes their respective successors and permitted assigns);

"Finance Document" has the meaning given to that term in the Facility Agreement;

"Finance Party" has the meaning given to that term in the Facility Agreement;

"General Security Deed" has the meaning given to "GSD" in the Facility Agreement;

"secured agreement" means any Finance Document;

"Secured Parties" means the Beneficiaries (as defined in the Security Trust Deed);

"Security Trust Deed" has the meaning given to that term in the Facility Agreement; and

"Security Trustee" has the meaning given to that term in the Facility Agreement.

4. Clause 2(a) is deleted and replaced by the following:

"In this mortgage, "the secured moneys" means the "Secured Money" as defined in the General Security Deed."

5. Clause 15 is deleted and replaced with the following:

"15. Intentionally deleted."

6. A new clause 27 is inserted as follows:

"27 **OVERRIDING PROVISION**

Notwithstanding any provision of this mortgage, including this Annexure schedule and Memorandum No. 2018/4346, in the event of any direct or indirect conflict between and provisions of the mortgage and the other Finance Documents, the relevant provision of such other Finance Document shall prevail to the extent of such conflict, and to the extent any representations or undertakings given by the mortgagor under this mortgage are not given by the mortgagor under any other Finance Document, those representations and undertakings under this mortgage are of no force and effect.”



View Instrument Details

Instrument No	13618376.1
Status	Registered
Lodged By	Rapoto, Gloria Angelus
Date & Time Lodged	27 May 2026 10:02
Instrument Type	Mortgage

Affected Records of Title	Land District
1100385	South Auckland

Mortgagors

Industre Property Tahī Limited

Mortgagees

ANZ Bank New Zealand Limited

Share

Mortgage Details

Memorandum Number	2018/4346
Priority Amount \$	500,000,000.00 plus interest

This mortgage incorporates the provisions of the above memorandum registered pursuant to Section 209 of the Land Transfer Act 2017

Annexure Schedule	Contains 2 Pages
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Mortgagor Certifications

I certify that I have the authority to act for the Mortgagor 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 Eri Te Ana Moetuma Short as Mortgagor Representative on 27/05/2026 09:43 AM

Mortgagee Certifications

I certify that I have the authority to act for the Mortgagee 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 Eri Te Ana Moetuma Short as Mortgagee Representative on 27/05/2026 09:44 AM

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

SCHEDULE - FORM OF MORTGAGE ANNEXURE

Mortgage Annexure Schedule

AMENDMENTS TO MEMORANDUM

The provisions of Memorandum 2018/4346 incorporated into and applying to the Mortgage are amended as follows:

1. Clause 1(b)(iv) is deleted and replaced with the following:

"the "mortgagee" means the party named as such in the mortgage instrument being the Security Holder on behalf of the Secured Parties."

2. A new clause 1(b)(vii) is inserted after clause 1(b)(vi):

"(vii) a reference to any document includes reference to that document as modified, novated, supplemented, varied or replaced from time to time."

3. In clause 1(c), the definition of "secured agreement" is deleted, and the following definitions are added in the correct alphabetical order:

"default" means an Event of Default (as defined in the Facility Agreement);

"Facility Agreement" means the 'Syndicated Senior Secured Facility Agreement' originally dated on or about the date of this mortgage (and as amended, varied, supplemented and/or restated (or similar) from time to time) between, among others, the mortgagor as borrower, Industrie Property Holdings Limited as parent, ANZ Bank New Zealand Limited (in various capacities), Westpac New Zealand Limited, Commonwealth Bank of Australia, Industrial and Commercial Bank of China Limited, Auckland Branch and Bank of China Limited, Auckland Branch as lenders (and includes their respective successors and permitted assigns);

"Finance Document" has the meaning given to that term in the Facility Agreement;

"Finance Party" has the meaning given to that term in the Facility Agreement;

"General Security Deed" has the meaning given to "GSD" in the Facility Agreement;

"secured agreement" means any Finance Document;

"Secured Parties" means the entities specified in the Security Holder Deed that the Security Holder holds the mortgage for the benefit of;

"Security Holder Deed" means the deed dated 30 October 2024 between, among others, the Security Holder and the Secured Parties; and

"Security Holder" means ANZ Bank New Zealand Limited as holder of the benefit of this mortgage on behalf of the Secured Parties under the Security Holder Deed and each other Finance Document, or any duly appointed successor or assigns.

4. Clause 2(a) is deleted and replaced by the following:

"In this mortgage, "the secured moneys" means the "Secured Money" as defined in the General Security Deed."

5. Clause 15 is deleted and replaced with the following:

"15. Intentionally deleted."

6. A new clause 27 is inserted as follows:

"27 OVERRIDING PROVISION

Notwithstanding any provision of this mortgage, including this Annexure schedule and Memorandum No. 2018/4346, in the event of any direct or indirect conflict between and provisions of the mortgage and the other Finance Documents, the relevant provision of such other Finance Document shall prevail to the extent of such conflict, and to the extent any representations or undertakings given by the mortgagor under this mortgage are not given by the mortgagor under any other Finance Document, those representations and undertakings under this mortgage are of no force and effect."

New Zealand
6063851.3 TE

MEMORANDUM OF TRANSFER

WHEREAS the HAMILTON CITY COUNCIL (hereinafter called "the Grantor")
is

registered as the proprietor of an estate in fee simple

subject however, to such encumbrances, liens and interests as are notified by memoranda underwritten or enclosed
hereon, in all that piece of land situate in the City of Hamilton

containing ~~SIX HUNDRED AND FORTY FIVE~~
FIVE THOUSAND THREE HUNDRED AND ONE (5301) ~~SQUARE METRES~~
~~(645) SQUARE METRES~~

be the same a little more or less being ~~part of Lots 1 and 2 on Deposited Plan~~
~~S.4764 and part of Lot 1 on Deposited Plan S.11769 (as the same are~~
~~more particularly delineated and shown as the area marked "A" on~~
~~Deposited Plan S.59491) and being the whole of the land comprised~~
and described in Certificate of Title Volume NF Folio
South Auckland Registry (hereinafter referred to as "the servient
land")

AND WHEREAS DONALD JOHN WILSON of Rotokauri, Farmer and DOROTHY AGNES
WILSON his wife (hereinafter called "the Grantees") are registered
as proprietors of an estate in fee simple in all those parcels of
land situated in the Land Registration District of South Auckland
containing FIRSTLY FOUR DECIMAL NOUGHT NOUGHT TWO NOUGHT (4.0020)
HECTARES more or less situated in Block I Hamilton Survey District
being Lot 1 on Deposited Plan S.59491 and being the whole of the
land comprised and described in Certificate of Title Volume 48C Folio
372 South Auckland Registry SUBJECT TO Compensation Certificate
H.315680 ^{and 219(1)(c) Local Government Act 1974} and ~~Memoranda of Mortgage H.808226.3 and H.343799.5~~ AND
HAVING APPURTENANT THERETO the Drainage Easement created by Transfer
S.404790

AND SECONDLY SEVENTY FIVE DECIMAL EIGHT EIGHT FOUR EIGHT (75.8848)
HECTARES more or less situated in Block I Hamilton Survey District
being part Lot 1 on Deposited Plan S.4764 and being the whole of
the land comprised and described in Certificate of Title Volume 48C

Folio 373 South Auckland Registry SUBJECT TO Rail Siding Easement
over part created by Transfer H.698857, Compensation Certificate
~~which was included in XXXXXXXXXX the channels~~ ^{AND SEC. 309(1)(c) COMP. ACT 1962}
H.315680 and Memoranda of Mortgage H.808226.3 and H.343799.5 AND
HAVING APPURTENANT THERETO the Drainage Easement created by Transfer
~~Doc 12xx~~

AND WHEREAS the Grantor and the Grantees have between them agreed to the Grantor providing the dominant lands by way of easement with the several services hereinafter referred to

NOW THEREFORE in pursuance of the premises and IN CONSIDERATION of the sum of ONE DOLLAR (\$1-00) (the receipt of which sum is hereby acknowledged) paid to the Grantor by the Grantees the Grantor DOETH HEREBY TRANSFER AND GRANT to the Grantees to be appurtenant to the

dominant lands for all time the several rights specified in the Schedule hereto under, over and along ^{that part of the} ~~the~~ ^{marked "A" on D.P. S.59491} ~~servient land~~ for all purposes connected with the use occupation and enjoyment of the dominant lands and including all the various rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952 subject only to any limitations in such rights and powers appearing in the Schedule hereto.

IN WITNESS WHEREOF these presents have been executed this 7th
day of October One thousand nine hundred and ninety-one
(1991).

THE COMMON SEAL of the)
HAMILTON CITY COUNCIL)
was hereunto affixed in)
the presence of:)

F. L. Woodward
E. T. Armstrong
J. H. Hill

Councilor
~~Mayor~~

Council

City Secretary ~~Associate~~ Town Clerk



SIGNED by the said DONALD JOHN)
WILSON and DOROTHY AGNES WILSON)
as Grantees in the presence of:)

[Signature]
DQ Wilson

[Signature]
[Signature] *solomon*
[Signature] *promised*

THE SCHEDULE

1. The right for the Grantees of free and uninterrupted passage and running of water✓sewage✓gas✓electricity✓telephone✓storm-water and other services or supplies to and from the dominant lands through over and along the pipes drains mains channels gutters watercourses sewers wires cables and all other conducting media which are now or are to be laid in over or under the servient land for the use and enjoyment of the dominant lands.
2. The right for the Grantees and the persons authorised by the Grantees to enter on the servient land with or without workmen materials and specialist services for the purposes of repairing maintaining and renewing and relaying or removing any such pipes drains mains channels gutters watercourses sewers wires cables and all other conducting media, the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the servient land.
3. The right for the Grantees and the Grantees servants tenants agents workmen licencees and invitees in common with the Grantor and any other persons lawfully entitled at all times by day and by night to go pass and repass with or without motor vehicles animals machinery and implements of any kind over and along the servient land for any purpose connected with the use occupation and enjoyment of the dominant lands.
4. The Grantee shall and will at all times repair and maintain all such pipes drains mains channels gutters water courses sewers wires cables and all other conducting media as may be laid down, constructed or erected pursuant to this transfer in or under the said land, in a good and efficient state of

[Signature]

repair for the purposes for which the same were designed and will prevent the same from becoming a nuisance.

5. That in the event of the Grantees desiring to enter the servient land for the purposes of installation repair renewal or inspection that the Grantor will be given written notice prior to such work being carried out.



~~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:

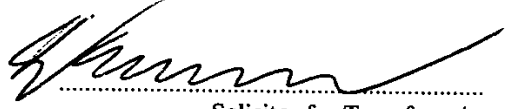
Occupation:

Address:

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER


Solicitor for Transferee/s.

HAMILTON CITY COUNCIL Grantor
D.J. & D.A. WILSON Grantees

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

The easements referred to herein
are subject to Section 309(1)(a)
Local Government Act 1974

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

Solicitor for the Purchaser
or Lessee

Solicitor for Purchaser/Lessee

Particulars entered in the Register as shown in the
Schedule of Land herein on the
stamped below

Assistant Land Registrar
of the District of South

McKINNON, GARBETT & CO.,
SOLICITORS,
HAMILTON

HAMILTON DISTRICT LAW SOCIETY

PRICE PRINTERS LIMITED



10.45 30.JAN92 B 063851.3
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND

B063851.4
New Zealand
TE

MEMORANDUM OF TRANSFER

DONALD JOHN WILSON of Rotokauri, Farmer and DOROTHY AGNES WILSON his wife
~~XXX~~ (hereinafter called "the transferors") are

registered as the proprietors of an estate in fee simple

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

hereon, in all that piece of land situate in the South Auckland Land Registry
containing 4.0020 hectares

be the same a little more or less being Lot 1 on Deposited Plan S.59491 and being all the
land in Certificate of Title Volume 484 Folio 372

SUBJECT TO

Compensation Certificate number H.315680
(hereinafter called "the said land")

NEW ZEALAND STAMP DUTY AK2
23/08/9100160001 NOLIALE *.00

TRANSFER, MORTGAGE, LEASE,
ASSIGNMENT and AGREEMENT
stamped with duty of
\$713 on 23/8/91
\$565 on 23/8/91
Fine
Dist Commissioner of Inland
Revenue

IN CONSIDERATION of the sum of. \$70,000.00

(which sum includes \$XXXXXXXXXXXX for chattels)

paid to us by BARRY ALAN PRYCE of Hamilton, Self Employed Landscaper and ANA MARITA PRYCE his wife (hereinafter called "the transferees")

(the receipt of which sum is hereby acknowledged) DO

HEREBY TRANSFER to the said transferees

BARRY ALAN PRYCE and ANA MARITA PRYCE

all our estate and interest in the said piece

of land above described

And for the consideration aforesaid the transferors DO HEREBY TRANSFER and grant to the transferees and their assigns tenants servants agents workmen and visitors and all persons having business with them a free and perpetual right of way ingress egress and regress on horseback or on foot and with or without implements and vehicles of every description loaded or unloaded by night as well as by day in over and upon that portion of the transferor's land described in the first schedule hereto for the purpose of giving access to and from the said land and any part thereof to or from the public road named Wickham Street and the area marked "A" delineated on Deposited Plan S.59491 to the end and intent that the easement of right of way hereby created shall be forever appurtenant to the said land for all purposes connected with the use occupation and enjoyment thereof RESERVING NEVERTHELESS to the transferors and the registered proprietor or Proprietors for the time being of the land described in the second schedule hereto or any part thereof and their assigns tenants servants agents workmen and visitors and all persons having business with them a free and perpetual right of way ingress egress and regress on horseback or on foot and with or without implements and vehicles of every description loaded or unloaded by night as well as by day in over and upon that portion of the land described in the third schedule hereto for the purpose of giving access to and from the land described in the second schedule hereto and any part thereof or from the public road named Wickham Street and the area marked "A" delineated upon Deposited Plan S.59491 to the end and intent that the easement of right of way hereby created shall be forever appurtenant to the land described in the second schedule hereto for all purposes connected with the use occupation and enjoyment thereof.

22.11.12
Barry Pryce

PRICE BA

DEPOSITED

STATUTORY DECLARATION TO BE MADE WHERE PURCHASER IS AN INDIVIDUAL

27/8 1990 Form 1

IN THE MATTER of the Land Settlement Promotion and Land Acquisition Act 1952 (hereinafter referred to as the Act) and

IN THE MATTER of an agreement for sale and purchase

dated the 23rd day of August 19 90

from DONALD JOHN WILSON of Rotokauri, Farmer and DOROTHY AGNES WILSON his wife as Vendor (or Lessor)

Self Employed Landscaper
to BARRY ALAN PRYCE of Hamilton, ~~XXXXXXXXXX~~ and ANA MARITA PRYCE his wife

as Purchaser (or Lessee)

affecting all that parcel of land containing 4 hectares more or less being the area shown on the plan annexed and being a subdivision of 79.8868 hectares more or less being part Lot 1 on Deposited Plan S.4764

being all/part of the land comprised and described in certificate of title, Volume 44B

folio 976 (South Auckland Land Registry).

I, BARRY ALAN PRYCE of Hamilton, ~~XXXXXXXXXX~~ Self Employed Landscaper

Land and Deeds Registry

solemnly and sincerely declare:

one of

1. I am the purchaser (or lessee) above-named of the land above described
2. I have entered into the transaction solely on my behalf as the person beneficially entitled thereunder.
3. I do not own, lease, hold, or occupy in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as defined in the Act, outside a city or borough or town district, and I have no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.

4. I am unmarried

or

My wife (or husband) does not own, lease, hold, or occupy in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, and she (or he) has no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.

5. No company of which I or my wife (or husband) is a member, the members of which are less than 10 in number, owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will, in any such farm land.

6. I have attained the age of 17 years. (~~Or Neither my father nor my mother owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.~~)

7. I have not since the passing of the Act (namely, the 16th day of October 1952) transferred, granted, leased, or otherwise disposed of any estate or interest in farm land, as so defined, to any person as a trustee for any person or created any trust in respect of any estate or interest in any such farm land

~~8. The transaction is subject to Part II A of this Act and—~~

(a) I am a British subject, but not a New Zealand citizen (or, I am a British protected person within the meaning of the British Nationality and New Zealand Citizenship Act 1948); and

b) I have resided in New Zealand for not less than 2½ years during the period of 3 years immediately preceding the date of the transaction, and intend to continue to reside permanently in New Zealand.

9. The transaction is not subject to Part IIA of the Act because—

~~The transaction does not relate to any land of any of the classes described in paragraph (f) of subsection (1) of section 35B of the said Act (as substituted by section 2 of Land Settlement Promotion and Land Acquisition Amendment Act 1969 and amended by section 2 of the Land Settlement Promotion and Land Acquisition Amendment Act 1972).~~

Or I am a New Zealand citizen, and so declare because—

~~(a) Immediately before the date of commencement of the British Nationality and New Zealand Citizenship Act 1948 I was a British subject, and I was born within the territories comprised at the commencement of that Act in New Zealand and would have been a New Zealand citizen if section 6 of that Act had been in force at the time of my birth (or I was ordinarily resident in New Zealand at the commencement of that Act and had been so resident throughout the period of 12 months immediately preceding the commencement of that Act).~~

(b) I am a person naturalised in New Zealand.

~~(c) I am registered as a New Zealand citizen.~~

~~(d) I am a New Zealand citizen by birth.~~

~~(e) I am a New Zealand citizen by descent.~~

~~(f) I am the wife of —~~

~~who is qualified as a New Zealand citizen as set out in paragraph — above~~

g)

~~I am the purchaser (lessee) as trustee under the following trust — and every beneficiary under the trust is a New Zealand citizen (or every beneficiary under the trust who is an individual is a New Zealand citizen and no beneficiary under the trust that is a body corporate is an overseas corporation as defined in section 35A of the Act)~~

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Hamilton

this 23rd day of August 1990 } Barry Payne

before me—

Justice of the Peace

Solicitor of the High Court

~~other person authorised to take and receive statutory declarations~~

NOTE—1. Where both Parts II and IIA of the Act apply to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 to 8 of this form.

2. Where only Part II of the Act applies to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 to 7 and paragraph 9 of this form.

3. Where only Part IIA of the Act applies to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 and 8 of this form.

4. Where the declaration is made for the purposes of section 35D of the Act, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 and 9 of this form.

5. Where Part II only or both Parts II and IIA of the Act apply to the transaction, and the purchaser or lessee is a trustee then, under section 24 (1) (a) of the Act the consent of the Court is required and this form is not applicable.

6. Section 2 (1) of the Act contains the following definitions:

"Farm land" means land that, in the opinion of the Land Valuation Committee, or, as the case may be, of the Land Valuation Court, is or should be used exclusively or principally for agricultural purposes:

Provided that, where land that is being used exclusively or principally for agricultural purposes could, in the opinion of the Committee or, as the case may be, of the Court, be used with greater advantage to the community generally for non-agricultural purposes, it shall for the purposes of this Act be deemed not to be farm land.

"Agricultural purposes" has a meaning corresponding to the term "agriculture", which for the purposes of this definition means the cultivation of the soil for the production of food products and other useful products of the soil, and includes the use of land for horticultural or pastoral purposes, or for the keeping of pigs, bees, or poultry.

7. The classes of land described in paragraph (f) of section 35B (1) of the Act are as follows:

(a) Any land of 4,000 square metres or over in area which under any operative regional planning scheme or proposed or operative district scheme under the Town and Country Planning Act 1953, is designated or zoned as a reserve, or as a public park, or for recreation purposes, or as private open space, or for preservation as a place of or containing an object of historical or scientific interest or natural beauty, or any proposed such purpose.

(b) Any land of 2 hectares or over in area which under any such proposed or operative district scheme is zoned for rural purposes or is so zoned that farming of any kind is a predominant or conditional use in that zone.

(c) Any land of 4,000 square metres or over in area which is not included in any proposed or operative district scheme provided and maintained by any Council or other local authority under that Act.

(d) Any land being or forming part of any island (except the North Island and the South Island) which is less than 150 kilometres from the nearest part of the coast of the North Island or of the South Island.

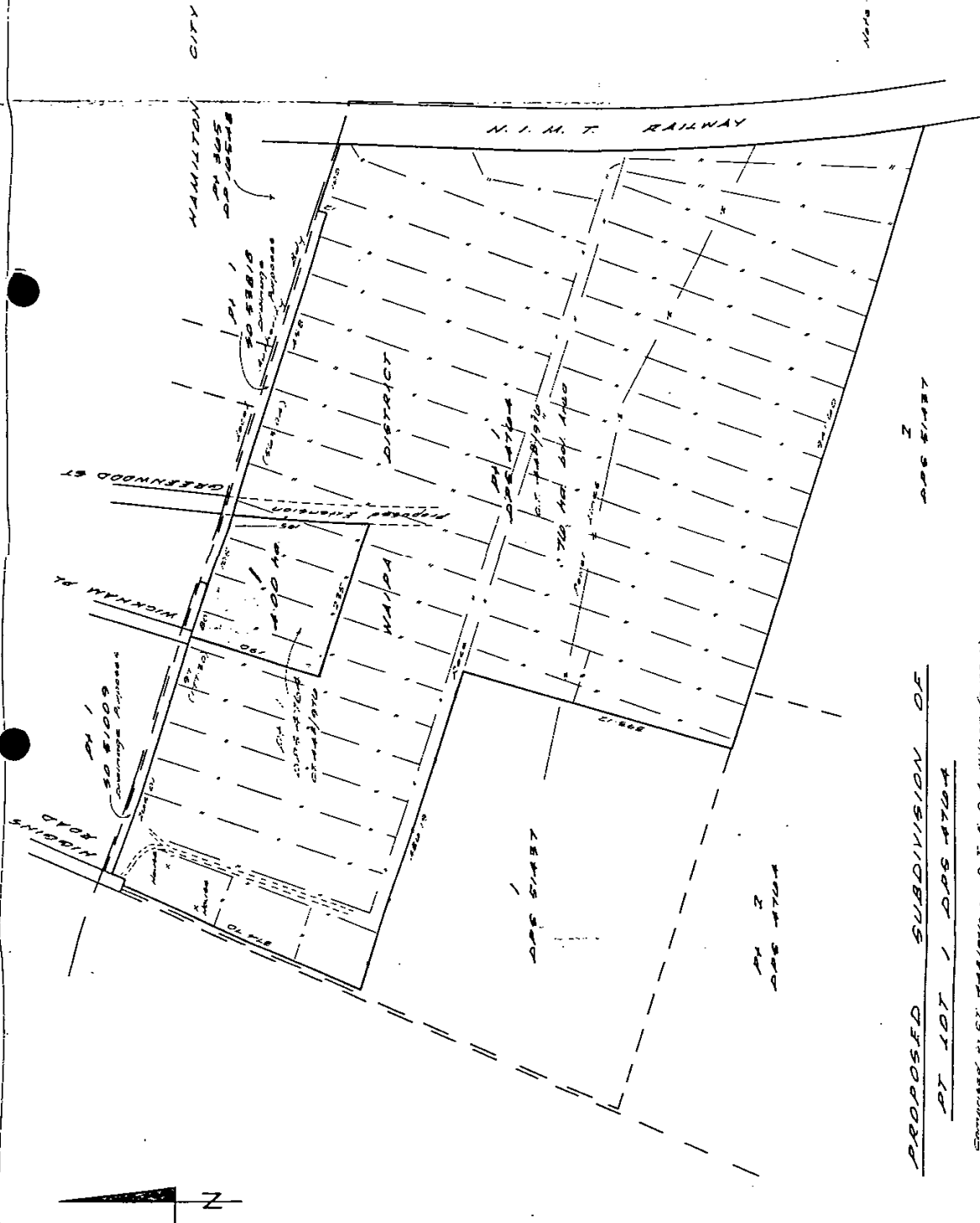
(e) Any land being or forming part of any island of the Chatham Islands.

SL1b

Notes: Answers to questions vary according to survey.

Barry Ryan
D. J. Ryan

Ref: 9368



PROPOSED SUBDIVISION OF

PT 10T / DDB 4760A

Handwritten: $\frac{1}{\sqrt{2}}$

[illegible]

0661 NY 00001 810051

July 1990

AND the Transferors DO HEREBY FURTHER TRANSFER AND GRANT to the Transferees and their successors in title the right to convey water supply, sewage and stormwater drainage, power, gas and telephone services (incorporating in such rights the implied rights and powers specified in the Seventh Schedule to the Land Transfer Act 1952 relating to such services and also the following rights:

(a) The right to convey sewage shall carry the same rights as those set out in the Seventh Schedule to the Land Transfer Act 1952 regarding "right to drain sewage".

(b) The right to convey stormwater drainage shall carry the same rights as those set out in the said Seventh Schedule regarding "right to drain water".

(c) The rights to convey power, gas and telephone services shall carry the same rights as those set out in the said Seventh Schedule regarding right to convey water with adjustment of those rights as may be necessary to provide for the conveying of power, gas and telephone rather than water and with the necessary adaptation of their means of conveyance and structural and maintenance requirements) through, over and along the land described in the First Schedule hereto TO THE END AND INTENT that such easements shall be forever appurtenant to the said land for all purposes connected with the use, occupation and enjoyment thereof RESERVING NEVERTHELESS to the Transferors and the registered proprietors for the time being of the land described in the Second Schedule hereto or any part thereof the same such rights to convey water supply, sewage and stormwater drainage, power, gas and telephone services through over and along the land described in the Third Schedule hereto TO THE END AND INTENT that such easements shall be forever appurtenant to the land described in the Second Schedule hereto for all purposes connected with the use, occupation and enjoyment thereof.

ar. 15

FIRST SCHEDULE

ALL THAT parcel of land shown marked "B" on Deposited Plan S.59491 being portion of all that parcel of land containing 75.8848 hectares more or less situated in Block I Hamilton Survey District being part Lot 1 on Deposited Plan S.4764 and being the whole of the land comprised and described in Certificate of Title Volume 48C Folio 373 South Auckland Registry SUBJECT TO Section 309(1)(c) Local Government Act 1974, Rail Siding Easement created by Transfer H.698857, Compensation Certificate H.315680 and Memoranda of Mortgage H.808226.3 and H.343799.5 ~~and having appurtenant thereto the Drainage Easement created by Transfer S.404790.~~

SECOND SCHEDULE

ALL THAT parcel of land containing 75.8848 hectares more or less situated in Block I Hamilton Survey District being part Lot 1 on Deposited Plan S.4764 and being the whole of the land comprised and described in Certificate of Title Volume 48C Folio 373 South Auckland Registry SUBJECT TO Section 309(1)(c) Local Government Act 1974, Rail Siding Easement created by Transfer H.698857, Compensation Certificate H.315680 and Memoranda of Mortgage H.808226.3 and H.343799.5 ~~and having appurtenant thereto the Drainage Easement created by Transfer S.404790.~~

THIRD SCHEDULE

ALL THAT the area marked "C" on Deposited Plan S.59491 being portion of all that parcel of land containing 4.0020 hectares more or less situated in Block I Hamilton Survey District being Lot 1 on Deposited Plan S.59491 and being the whole of the land comprised and described in Certificate of Title Volume 48C Folio 372 South Auckland Registry SUBJECT TO Section 309(1)(c) Local Government Act 1974 and Compensation Certificate H.315680 ~~and having appurtenant thereto the Drainage Easement created by Transfer S.404790.~~

LAP
BP.

(5)

IN WITNESS WHEREOF these presents have been executed this

day of

June

28th
One thousand nine hundred and ninety one

SIGNED by the abovenamed
DOROTHY AGNES WILSON

DONALD JOHN WILSON and

[Signature]
D. A. Wilson

in the presence of

Witness:

[Signature]

Occupation:

Solicitor *Solicitor*

Address:

Hamilton *Hamilton*

SIGNED by the abovenamed BARRY ALAN PRYCE)

and ANA MARITA PRYCE in the presence of:).....

A. Kyle Barry Pryce

Witness:

Wachter

Occupation:

Solicitor *Solicitor*

Address:

Hamilton *Hamilton*

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER

Wachter
Solicitor for Transferee/s.

DJ & DA WILSON

Transferor

BA & AM PRYCE

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.

Wachter
Solicitor for the Purchaser
or Lessee

The easements created herein are
subject to Section 30A(1)(a) Local
Government Act 1974

AR

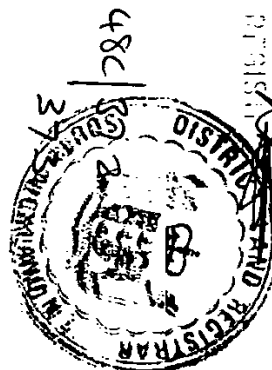
Particulars entered in the Register as shown in the
Schedule of Land herein on ne
stamped

Assistant Land Registrar
of the District of St

E/TE
McCAW LEWIS CHAPMAN
SOLICITORS
HAMILTON
MEW:MDS

HAMILTON DISTRICT LAW SOCIETY

PRICE PRINTERS LIMITED



10.45 30.JAN92 B 063851-7
PARTICULARS ENTERED IN REGISTERED
LAND REGISTER SDJH 10/1/92

10/10
B128169 L

MEMORANDUM OF LEASE

THE HAMILTON CITY COUNCIL (hereinafter called "the Lessor") being registered as the proprietor 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 the city of Hamilton containing 4.0020 hectares more or less situated in Block I Hamilton Survey District being Lot 1 on Deposited Plan S.59491 being all the land comprised and described in Certificate of Title 48C/372 (South Auckland Registry) SUBJECT TO a right of way and rights to convey water supply, sewage, stormwater drainage, power, gas and telephone services easements over the within land marked "C" on Deposited Plan S.59491 created by Transfer B.063851.4⁴ AND HAVING APPURTENANT THERETO Drainage Easement over Part Lot 1 DPS.11769 created by Transfer S.404790; right of way and rights to convey water supply, sewage, stormwater drainage, power, gas and telephone services easements over Part Section 1 Survey Office Plan 51009 marked "A" on DPS.59491 created by Transfer B.063851.3; rights of way and rights to convey water supply, sewage, stormwater drainage, power, gas and telephone services easements over Part Lot 1 DPS.4764 marked "B" on DPS.59491 created by Transfer B.063851.4

NEW ZEALAND STAMP DUTY AK1
27/01/93 00031001 C/P *.00

(hereinafter called "the said land") IS HEREBY LEASED TO HAMILTON ORGANIC RECYCLING CENTRE LIMITED a duly incorporated company having its registered office at Auckland (hereinafter called "the Lessee") all the said land to be held by the Lessee as tenant for a term and at the yearly rental as set out in the First Schedule AND SUBJECT TO the covenants and restrictions as set forth in the Second Schedule.

R.60(1)

ORDER OF LAND VALUATION TRIBUNALIn the Land Valuation Tribunal
WAIKATO

No. 793/92

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

BETWEEN THE HAMILTON CITY COUNCIL

~~Vendor~~/Lessorand HAMILTON ORGANIC RECYCLING CENTRE LIMITED ~~Purchaser/Lessor~~BEFORE THE WAIKATO LAND VALUATION TRIBUNAL

On the application of DAVID JASON GILBERT

for Lease of the land

In respect of the land described in the schedule hereto

IT IS ORDERED that consent of the Waikato Land Valuation Tribunal
be granted pursuant to Part II ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of
the Land Settlement Promotion and Land Acquisition Act 1952

SCHEDULE

An estate in fee simple being all that parcel of land containing
4.0020 hectares more or less situated in Block I Hamilton Survey
District being Lot 1 on Deposited Plan S.59491 being all the land
comprised and described in Certificate of Title 48C/372 (South
Auckland Registry)

Dated at HAMILTON this 1st day of December 19.92

Julius J. [Signature]
(Deputy) Registrar

Solicitors: SWARBRICK DIXON
P.O. BOX 19010
HAMILTON

MCCAW LEWIS CHAPMAN
P.O. BOX 19221 ✓
HAMILTON



NOTICE OF ORDER GRANTING UNCONDITIONAL CONSENT UNDER SECTION 28
OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952

On reading the application referred to overleaf the Waikato Land Valuation Tribunal is satisfied that the application should be granted, and has made an order dated the 1st day of December 1992 consenting, pursuant to Part II ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXX~~ of the Land Settlement Promotion and Land Acquisition Act 1952, to the transaction in accordance with the transaction without calling on the applicant or hearing evidence.

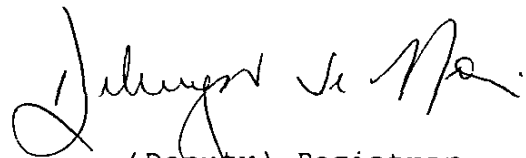
Lease
Date of Agreement: ~~XXXXXXXXXX~~ 4 November 1992

The land is situated in the County of Waipa District Council

<u>CONSIDERATION:</u>	S	C	
	-		(Land)
	-		(Stock & Chattels - if shown in agreement)
	-		
	=====		

~~XX~~

RENTAL: 8% of the annual gross sales made from the site.


(Deputy) Registrar

HAMILTON ORGANIC RECYCLING CENTRE LIMITED a duly incorporated company having its registered office at Auckland do hereby accept this lease of the above described land to be held by it as tenant and subject to the conditions, restrictions and covenants above set forth.

DATED this 4th day of November 1992

THE COMMON SEAL of)
THE HAMILTON CITY COUNCIL)
was hereunto affixed in the)
presence of :)

Mayoral Seal
..... Mayor

J. J. McWhirter
..... Councillor

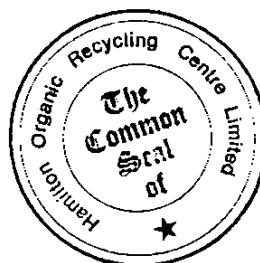
[Signature]
..... City Secretary/Associate Town Clerk



THE COMMON SEAL of)
HAMILTON ORGANIC RECYCLING)
CENTRE LIMITED)
was hereunto affixed in the)
presence of:)

[Signature]
..... Director

Barry Poy
..... Director



FIRST SCHEDULE

PREMISES: The said land together with the Lessor's fixtures and fittings being: security fencing, drainage system and holding pond, 30 x 11 x 1.2m drop off apron, 15 x 10 x 5 m building, amenities building and facilities, and garage subject to completion by the lessor of the lessor's fitout work.

TERM: 8 years
30 October 1992
6 November 1992

COMMENCEMENT DATE: ~~30 October 1992~~ or such earlier date as agreed between the parties. X

FURTHER TERMS: One further term of six years.
30 October 2000
6 November 2000

RENEWAL DATES: 30 October 2000
29 October 2006
5 November 2006

FINAL EXPIRY DATE: 29 October 2006

ANNUAL RENTAL: For the first two years of the term hereby created nil and thereafter to be determined in accordance with clause 1 of the Second Schedule.

MONTHLY PAYMENTS OF RENT: Calculated as one-twelfth of the annual rental each plus Goods and Services Tax.

RENT PAYMENT DATES: The 30th day of each month commencing on the 30th day of October 1994.
6th 30th
6th 30th
6th 30th

REVIEW DATES: Annually as provided in clause 1 of the Second Schedule.
6th 30th
6th 30th
6th 30th

PROPORTION OF OUTGOINGS: 100%

DEFAULT INTEREST RATE: 18% per annum

BUSINESS USE: The operation of an Organic Recycling Centre.

IMPROVEMENTS RENT PERCENTAGE: 12.5%

INSURANCE: Full replacement and reinstatement.

OUTGOINGS

1. Rates or levies payable to any local or territorial authority.
2. Charges for water, gas, electricity, telephones and other utilities or services.
3. Rubbish collection charges.
4. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
5. Such portion of the Landlord's land tax as the value of the land forming part of the property bears to the total value of all land included in the Landlord's assessment for land tax.
6. Insurance premiums and related valuation fees.
7. Cleaning maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair).
8. The provisioning of toilets and other shared facilities.
9. The cost of ground maintenance, ie: lawns, gardens and planted areas.
10. Yard and carparking area maintenance and repair charges but excluding charges for structural repairs to the building.

SECOND SCHEDULE

1. Rent

1.1 In each lease year (excepting as provided in the First Schedule) the Lessee shall pay a rental being the lesser of:

- (a) An annual rental calculated at the rate of 8.0% of the Gross Sales for that lease year OR:
- (b) An annual rental calculated at the rate of 12.5% of the Lessor's ingoing capital investment. Such capital investment to include (without limiting the generality of the same) the total cost of the Lessor's fit-out work and cost of purchase of the within described land.

1.2 The Lessee shall pay rental by interim equal monthly instalments equal to one-twelfth of the rental as determined pursuant to clause 1.1 for the then immediately preceding lease year (hereinafter called "the base rental")

Within 30 days of the end of each lease year the actual percentage rental for the then current period shall be determined in accordance with clause 1.1.

1.3 Where the actual percentage rental is found to be greater than the base rental the Lessee shall immediately pay to the Lessor the amount by which the interim monthly instalments during that period are less than the actual percentage rental.

1.4 Where the actual percentage rental is found to be less than the base rental the Lessor shall immediately pay to the Lessee the amount by which the interim monthly instalments during that period are greater than the actual percentage rental.

2. Calculation of Rent

2.1 For the purpose of determining the rent and expression "gross sales" where herein used shall mean and include the:

- (a) actual cash sale price (including deposits and instalments) of all merchandise sold; and
- (b) charges for all services performed or hirings made by the Lessee or persons under the control of the Lessee in at on or from the Premises whether made for cash and/or credit or otherwise and without reserve or deduction for inability or failure to collect including by way of example only all such sales, hirings and services:
 - (i) originating and/or accepted at the Premises but delivery or performance is other than at or from the Premises or vice-versa;
 - (ii) pursuant to mail, telegraph, telephone or other similar orders or enquiries received, accepted or recorded at or from the Premises;
 - (iii) by means of mechanical or other vending devices in the Premises;
 - (iv) all deposits taken and not refunded to customers;
 - (v) which the Lessee in the normal and customary course of the Lessee's operations would credit or attribute to the Lessee's business at on from the Premises; and
- (c) all monies or other things of value received by the Lessee from the Lessee's operations in, on or connected with the Premises and arising from sales or other transactions not included in subclauses 1.2(b)(i)-(v) (inclusive) of this clause but made arising from or performed in such a manner as to deprive the Lessor of their benefit.

2.2 Gross Sales shall not include:

- (a) Goods and Services Tax paid or payable by the Lessee in respect of merchandise sold and services performed.

2.3 The Lessor and the Lessee agree that;
each sale shall be a sale or charge for the full cash price at the date when made irrespective of the time the Lessee receives payment.

3. Records and Books

3.1 The Lessee shall furnish to the Lessor within:

- (a) 10 days of the expiration of each month a statement certified by the Lessee showing for that month:
 - (i) sales for each week or part week;
 - (ii) customer counts;
 - (iii) the Lessee's Gross Sales; and
- (b) 30 days of the expiration of each Lease Year a statement certified by a Chartered Accountant of the Lessee's Gross Sales for that Lease Year.

3.2 The Lessee shall maintain full and accurate books of account and records from which the Gross Sales, in respect of each Lease Year can be ascertained and determined.

3.3 The Lessee shall keep and preserve on the Premises for at least one year after the end of each Lease Year all sales slips, dockets, cash register tapes, bank deposit records, tax returns (including Goods and Services Tax Returns) and other evidence of Gross Sales for such year.

4. Audit

4.1 The Lessor may at any time inspect and/or audit all the Lessee's books of account, statements, documents, records, returns, papers and files relating to Gross Sales. The Lessee shall make them available for inspection or audit at the Premises or such other place as the Lessor may reasonably require.

4.2 In the event of:

- (a) the Lessor having caused an audit to be made; and
- (b) the Gross Sales shown by any statement pursuant to clause 3.1 of this Schedule are found to be under or over stated by more than 3%

the Lessee shall pay to the Lessor the cost of any such audit.

4.3 If it is established by the Lessor's audit that any statement pursuant to clause 3.1 of this Schedule is inaccurate any necessary adjustment for any over or under payment of Actual Percentage Rental shall immediately be made.

5. Compliance

5.1 If the Lessee fails to comply with the provisions of clauses 3.1, 3.2, 3.3 and 4.1 of this Schedule then at the option of the Lessor and without prejudice to any other rights of the Lessor Gross Sales for the Lease Year in which such failure occurs shall be deemed to be:

- (a) an amount equal to 12 times the highest amount mentioned in any statement given by the Lessee pursuant to clause 3.1 of this Schedule for any month prior to such failure; or

- (b) if no such statement has been given by the Lessee, an amount equal to 12 times the highest amount for any month of Gross Sales as determined by audit pursuant to clause 4.1 of this Schedule.

6. Outgoings

- 6.1 The Lessee shall pay the outgoings in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Lessee shall pay such proportion thereof as is specified in the First Schedule.
- 6.2 The outgoings shall be apportioned between the Lessor and the Lessee in respect of periods current at the commencement and termination of the term.
- 6.3 The outgoings shall be payable on demand or if required by the Lessor by monthly instalments on each rent payment date of such reasonable amount as the Lessor shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 6.4 The Lessee's liability to pay outgoings during the term shall subsist notwithstanding the end or earlier termination of the term.
- 6.5 Land tax shall be apportionable on a daily basis and the Lessee shall continue to be liable to pay land tax to a former lessor notwithstanding any sale of the property prior to the tax becoming payable by the Lessor.

7. Goods & Services Tax

- 7.1 The Lessee shall pay to the Lessor or as the Lessor shall direct the Goods and Services Tax payable by the Lessor in

respect of the rental and other payments payable by the Lessee hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.

- 7.2 If the Lessee shall make default in payment of the rental or other monies payable hereunder and the Lessor becomes liable to pay additional Goods and Services Tax then the Lessee shall on demand pay to the Lessor the additional tax.

8. Interest on Unpaid Money

If the Lessee defaults in payment of the rent or other monies payable hereunder for fourteen (14) days then the Lessee shall pay on demand interest at the default interest rate on the monies unpaid from the due date for payment down to the date of payment.

9. Costs

- 9.1 Each party shall bear its own solicitors costs of and incidental to the preparation and execution of this lease.
- 9.2 The Lessee shall pay the Lessor's solicitors costs of and incidental to any variation or renewal or any deed recording a rent review, the stamp duty and registration fees payable, and the Lessor's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Lessor's rights, remedies and powers under this lease.

10. Indemnities

The Lessee shall indemnify the Lessor against all damage or loss resulting from any act or omission on the part of the Lessee or the Lessee's employees, contractors or invitees. The Lessee shall recompense the Lessor for all expenses incurred by

the Lessor in making good any damage to the property resulting from any such act or omission. The Lessee shall be liable to indemnify only to the extent that the Lessor is not fully indemnified under any policy of insurance.

11. Insurance

11.1 The Lessee shall insure and keep insured the Premises against destruction or damage by fire, earthquake, storm, water damage and malicious damage to their full insurable value such insurance to be effected with such an approved insurance office in the joint names of the Lessor and the Lessee.

11.2 The Lessee shall deliver to the Lessor the receipt for payment of the premium on the insurance policy abovenamed.

MAINTENANCE & CARE OF PREMISES

12. Lessee's Obligations

12.1 The Lessee shall in a proper and workmanlike manner and to the reasonable requirements of the Lessor:

(a) Maintain the Premises

Keep and maintain the exterior and the interior of the premises including the Lessor's fixtures and fittings in the same clean order repair and condition as they were in at the commencement of this lease and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. In each case the Lessee shall not be liable for fair wear and tear arising from reasonable use or damage by fire, earthquake, flood, storm, act of God, inevitable accident or any risk against which the Lessor is insured unless the insurance monies are rendered irrecoverable in consequence of any act or default of the Lessee or the Lessee's agents, employees, contractors or invitees.

(b) Repair Minor Breakages

Repair all glass breakages and breakage or damage to all doors, windows, light fittings and power points of the premises and shall keep that portion of the electrical system of the premises from the switchboard to all power outlets in good operating condition. This provision shall apply notwithstanding any other provision in this lease.

(c) Painting

Paint and decorate those parts of the premises which have previously been painted and decorated when the same reasonably require repainting and redecoration.

(d) Floor Coverings

Keep all floor coverings in the premises clean and replace all worn or damaged floor coverings with floor coverings of a similar quality when reasonably required by the Lessor.

(e) Make Good Defects

Make good any damage to the property caused by improper, careless or abnormal use by the Lessee or those for whom the Lessee is responsible.

(f) Maintain Yards

Keep and maintain any car parks pavings and other sealed or surfaced areas in good order and repair.

(g) Care of Grounds

Keep any grounds yards and surfaced areas in a tidy condition and maintain any garden or lawn areas in a tidy and cared for condition.

(h) Water & Drainage

Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.

(i) **Other Works**

Carry out such works to the property as the Lessor may require in respect of which outgoings are payable by the Lessee.

13. **Toilets**

The toilets, sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

14. **Rubbish Removal**

The Lessee shall regularly cause all non-organic rubbish and garbage to be removed from the premises and will keep any rubbish bins or containers in a tidy condition. The Lessee will also at the Lessee's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

15. **Notification of Defects**

The Lessee shall give to the Lessor prompt notice of any accident to or defect in the premises of which the Lessee may be aware and in particular in relation to any pipes or fittings used in connection with the water, electrical, gas or drainage services.

16. **Lessor's Right of Inspection**

The Lessor and the Lessor's employees, contractors and invitees may at all reasonable times enter upon the premises to view their condition. If the Lessor shall give the Lessee written notice of any failure on the part of the Lessee to comply with

any of the requirements of clause 12 the Lessee shall with all reasonable speed so comply.

17. Lessor May Repair

If default shall be made by the Lessee in the due and punctual compliance with any repair notice given pursuant to the previous clause or in the event that any repairs for which the Lessee is responsible require to be undertaken as a matter of urgency then without prejudice to the Lessor's other rights and remedies expressed or implied the Lessor may by the Lessor's employees and contractors with all necessary equipment and material at all reasonable times enter upon the premises to execute such works. Any monies expended by the Lessor in executing such works shall be payable by the Lessee to the Lessor upon demand together with interest thereon at the default interest rate from the date of expenditure down to the date of payment.

18. Access for Repairs

The Lessee shall permit the Lessor and the Lessor's employees and contractors at all reasonable times to enter the premises to carry out repairs to the premises or adjacent premises and to install, inspect, repair, renew or replace any services where the same are not the responsibility of the Lessee all such repairs, inspections, and work to be carried out with the least possible inconvenience to the Lessee.

19. Use of Premises

19.1 The Lessee shall not without the prior written consent of the Lessor use or permit the whole or any part of the premises to be used for any use other than the business use. The Lessor's consent shall not be unreasonably or arbitrarily withheld in respect of any proposed use.

- (a) reasonably suitable for the premises;
- (b) conforming with all town planning ordinances, provisions and consents.

If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Lessor as a condition of granting consent may require the Lessee to pay the increased or extra premium.

20. Signage

The Lessee shall not affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, nameplate, signboard or advertisement of any description on or to the exterior of the building or the appurtenances thereof without the prior approval in writing of the Lessor but such approval shall not be unreasonably or arbitrarily withheld in respect of signage describing the Lessee's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or person and the Lessee shall at the end or sooner determination of the term remove the signage and make good any damage occasioned thereby.

21. Additions & Alterations

The Lessee shall neither make nor allow to be made any alterations or additions to any part of the premises without first producing to the Lessor on every occasion plans and specifications and obtaining the written consent of the Lessor (not to be unreasonably or arbitrarily withheld) for that purpose. If the Lessor shall authorise any alterations or additions the Lessee will at the Lessee's own expense if required by the Lessor at the end of the term reinstate the premises. The Lessee will promptly discharge and procure the withdrawal of any liens or charges under the Wages Protection

and Contractors Liens Act 1939 of which notice may be given to the Lessee or the Lessor in respect of any work carried out by the Lessee.

22. Compliance with Statutes & Regulations

The Lessee shall comply with the provision of all statutes, ordinances, regulations and by-laws in any way relating to or affecting the premises or the use of the premises by the Lessee or other occupant and will also comply with the provisions of all licences, requisitions and notices issued, made or given by any competent authority in respect of all premises or their use by the Lessee or other occupancy **PROVIDED THAT:**

- (a) the Lessee shall not be required to make any structural repairs or alterations other than those required by reason of the particular nature of the business carried on by the Lessee or other occupant of the premises or the number or sex of persons employed on the premises;
- (b) if the Lessor is obliged by any such legislation or requirement to expend monies on any improvements, addition or alteration to the premises then the Lessor shall be entitled to charge in addition to the rent an annual sum equal to the Improvements Rent Percentage of the amount so expended by the Lessor and the monthly payments of the rent shall increase accordingly from the first day of the month in which such improvement, addition or alteration is completed. If the Lessor would be obliged to expend an unreasonable amount then the Lessor may determine this lease and any dispute as to whether or not the amount is unreasonable shall be determined by arbitration.

23. No Noxious Use

The Lessee shall not:

- (a) bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery or goods or things of any offensive, noxious, illegal or dangerous nature, or of such weight, size or shape as is likely to cause damage to the premises or any surfaced area;
- (b) use the premises or allow them to be used for any noisome, noxious, illegal or offensive trade or business or
- (c) allow any act or thing to be done which may or grow to be a nuisance, disturbance or annoyance to the Lessors or any other person and generally the Lessee shall conduct the Lessee's business upon the premises in a clean, quiet and orderly manner free from the damage, nuisance, disturbance or annoyance to any such persons BUT the carrying on by the Lessee in a reasonable manner of the business use shall be deemed not to be a breach of this clause.

24. Lessee not to Void Insurances

The Lessee shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which

- (a) shall make void or voidable any policy of insurance on the property or
- (b) may render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Lessee shall have first obtained the consent of the insurer of the

premises and the Lessor and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Lessee in a reasonable manner of the business use or of any use to which the Lessor has consented shall be deemed not to be a breach of this clause.

In any case where in breach of this clause the Lessee has rendered any insurance less effective or void and the Lessor has suffered loss or damage thereby the Lessee shall forthwith compensate the Lessor in full for such loss or damage.

DAMAGE TO OR DESTRUCTION OF PREMISES

25. Partial Destruction

25.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable, and

- (a) the Lessor's policy or policies of insurance shall not have been invalidated or payment of the policy monies refused in consequence of some act or default of the Lessee, and
- (b) all the necessary permits and consents shall be obtainable

Then the Lessor shall with all reasonable speed expend all the insurance monies received by the Lessor in respect of such damage towards repairing such damage or reinstating the premises and/or the said buildings, but the Lessor shall not be liable to expend any sum of money greater than the amount of the insurance money received.

25.2 Any repair or reinstatement may be carried out by the Lessor using such materials and form of construction and according to such plan as the Lessor thinks fit and shall be sufficient so long as it is reasonably adequate for the Lessee's occupation and use of the premises.

25.3 Until the completion of the repairs or reinstatement a fair proportion of the rent from time to time shall cease to be payable according to the nature and extent of the damage.

25.4 If any necessary permit or consent shall not be obtainable or the insurance monies received by the Lessor shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

26. Default

The Lessor may distrain for rent or other monies payable under this lease remaining unpaid fourteen (14) days after due date.

27. Re-entry

The Lessor may re-enter the premises at the time or at any time thereafter:

- (a) if the rent shall be in arrear fourteen (14) days after any of the rent payment dates;
- (b) in case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied;
- (c) if the Lessee shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Lessee's creditors;
- (d) in the event of the insolvency bankruptcy or liquidation of the Lessee;

(e) if the Lessee shall suffer distress or execution to issue against the Lessee's property goods or effects under any judgment against the Lessee in any Court for a sum in excess of FIVE THOUSAND DOLLARS (\$5,000.00);

and the term shall terminate on such re-entry but without prejudice to the rights of either party against the other.

28. Loss on Re-entry

Upon re-entry the Lessor may remove from the premises any chattels in the apparent possession of the Lessee and place them outside the premises and the Lessor shall not be answerable for any loss resulting from the exercise of the power of re-entry.

29. Essentiality of Payments

29.1 Failure to pay rent or other monies payable hereunder on the due date shall be a breach going to the essence of the Lessee's obligations under the Lease. The Lessee shall compensate the Lessor and the Lessor shall be entitled to recover damages from the Lessee for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Lessor may have.

29.2 The acceptance by the Lessor of arrears of rent or other monies shall not constitute a waiver of the essentiality of the Lessee's continuing obligation to pay rent and other monies.

30. Repudiation

The Lessee shall compensate the Lessor and the Lessor shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Lessee constituting a repudiation of the lease or the Lessee's obligations under the

lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Lessor may have.

REMOVAL OF LESSEE'S FIXTURES

31. The Lessee not being in breach may at any time before and will if required by the Lessor at the end or earlier termination of the term remove all the Lessee's fixtures and fittings and make good at the Lessee's own expense all resulting damage and if not removed within seven (7) days of the Lessor's request ownership of the Lessee's fixtures and fittings passes to the Lessor.

QUIET ENJOYMENT

32. The Lessee paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the premises throughout the term without any interruption by the Lessor or any person claiming under the Lessor.

RENEWAL OF TERM

33. If the Lessee has not been in breach of this lease and has given to the Lessor written notice to renew the lease at least six (6) calendar months before the end of the term then the Lessor will at the cost of the Lessee renew the lease for the next further term from the renewal date as follows:

- (a) Such annual rent shall be subject to review during the further term on the equivalent periods of time as are provided herein for rent reviews.

- (b) The renewed lease shall otherwise be upon and subject to the covenants and agreements herein expressed and implied except that the term of this lease plus all further terms shall expire on or before the final expiry date.
- (c) If the Lessee exercises the right of renewal herein contained such renewal shall be deemed to have contemporaneously renewed the Services Provision Contract executed by the parties on the *14* day of *November* 1992. Conversely, if the Lessee exercises the right of renewal contained in the Services Provision Contract then such renewal shall be deemed to have contemporaneously renewed the lease on the terms herein contained. *98*
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GENERAL

35. Holding Over

If the Lessor permits the Lessee to remain in occupation of the premises after the expiration or sooner determination of the term, such occupation shall be a monthly tenancy only terminable by one month's written notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a monthly tenancy) as herein expressed or implied.

35. Access for Re-Letting

The Lessee will at all reasonable times during the period of three months immediately preceding expiration of the term permit intending tenants and others with written authority from the Lessor or the Lessor's agents at all reasonable times to view the premises.

36. Suitability

No warranty or representation expressed or implied has been or is made by the Lessor that the premises are now suitable or will remain suitable or adequate for use by the Lessee or that any use of the premises by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

37. Waiver

No waiver or failure to act by the Lessor in respect of any breach by the Lessee shall operate as a waiver of another breach.

38. Notice

Subject to the provisions of the Property Law Act 1952 any notice to be given to the Lessor or the Lessee hereunder shall be deemed sufficiently served if

- (a) sent by registered post to the addressee's last known address in New Zealand, or
- (b) in the case of a body corporate sent to its registered office, or
- (c) if there is no last known address or registered office, placed conspicuously on any part of the premises.

Any notice so posted or placed shall be deemed to have been served on the day following the posting or placing thereof. Anything served or given by the Lessor shall be valid if served or given under the hand of the Managing Director, General Manager, Secretary or a director or other authorised representative of the Lessor.

39. ARBITRATION

All disputes and differences between the parties shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration) such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1908 or any then statutory provisions relating to arbitration. This clause shall not prevent the Lessor suing the Lessee for arrears of rent or other monies payable by the Lessee.

40. Right of First Refusal to Purchase Premises

40.1 Lessor to offer property to Lessee

If at any time during the term or any renewal the Lessor desires to sell the whole of the land and buildings of which the Premises form part [the Premises] (for the purposes of subclauses 1-4 (inclusive) "the Property"), the Lessor shall first deliver written notice ("the Lessor's Notice") specifying the terms and conditions upon which the Lessor is prepared to sell the Property.

40.2 Lessee's acceptance of offer

The Lessee shall have 15 ordinary business days from receipt of the Lessor's Notice to by written notice ("the Lessee's Notice") advise the Lessor whether the Lessee wishes to acquire the Property on the terms and conditions specified in the Lessor's Notice. If the Lessee's Notice contains advice that the Lessee wishes to acquire the Property on such terms and conditions then from receipt by the Lessor of the Lessee's Notice a binding agreement shall exist for the sale and purchase of the Property.

40.3 Terms & Conditions of agreement

The terms and conditions of such agreement shall be those specified in the Lessor's Notice and otherwise those of the

then most recent edition of the Real Estate Institute of New Zealand/Auckland District Law Society "Agreement for Sale and Purchase of Real Estate".

40.4 Lessor may sell property

If the Lessee either does not respond to the Lessor's Notice within the period as provided in sub-clause 2, or the Lessee's Notice contains advice the Lessee does not wish to purchase the Property on the terms and conditions stipulated in the Lessor's Notice, then at any time during the term or any renewal the Lessor may sell the Property to any other person on terms and condition no less favourable to the purchaser than those provided for in an agreement under subclause 2. If within such period the Lessor wishes to offer more favourable terms and conditions of a sale the Lessor shall reoffer the Property to the Lessee under subclause 1 but the Lessee shall only have three (3) business days in which to respond.

41. Interpretation

In this lease

- (a) "the Lessor" and "the Lessee" means where appropriate the executors, administrators, successors of the Lessor and the Lessee.
- (b) "the property" and "the building" mean the land and buildings of the Lessor which comprise or contain the premises.
- (c) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (d) Where the context requires or admits, words importing the singular shall import the plural and vice versa.

8307780 Transfer to Semmar
Enterprises Development Co. Limited
-13.11.1995 at 9.20.00 *J. M. P. de*
FAUR

HAMILTON CITY COUNCIL

Lessor

HAMILTON ORGANIC RECYCLING
CENTRE LIMITED

Lessee

Correct for the Purposes of the
Land Transfer Act 1952

S. J. Sandford

Solicitor for the Lessee

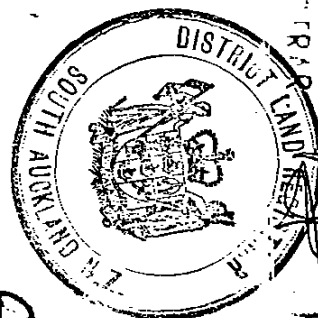
I hereby certify that this transaction
does not contravene the provisions of
Part IIA of the Land Settlement Pro-
motion and Land Acquisition Act 1952

S. J. Sandford
Solicitor for the Lessee

REGISTERED IN
INDICATE

MEMORANDUM OF LEASE

SWARBRICK DIXON
SOLICITORS
HAMILTON
2190J



ABC137D

PARTICULARS ENTERED IN THE
LAND REGISTRY SOUTH AUCKLAND
1995 AND DEPOSITED

9.08 01.MAR93 B 128169



1/2/F PROO 912 FORM FEE \$35



Title Plan - DP 584573

Survey Number DP 584573
Surveyor Reference 4816 Southpark Agri (160 Higgins Road)
Surveyor David Leslie Timms
Survey Firm Nicklin CE Ltd
Surveyor Declaration I David Leslie Timms, being a licensed cadastral surveyor, certify that--
(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and Cadastral Survey Rules 2021; and
(b) the survey was undertaken by me or under my personal direction.
Declared on 20 Jan 2023 02:41 PM

Survey Details

Dataset Description Lots 1 & 2 Being a Subdivision of Lots 1 & 2 DP 552743
Status Deposited
Land District South Auckland
Submitted Date 20/01/2023
Survey Class Class B
Survey Approval Date 31/01/2023
Deposit Date 23/01/2023

Territorial Authorities

Waipa District

Comprised In

RT 957619
RT 957620

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Lot 1 Deposited Plan 584573	Fee Simple Title	7.8866 Ha	1100385
Lot 2 Deposited Plan 584573	Fee Simple Title	50.1116 Ha	1100386
Area A Deposited Plan 584573	Easement		
Area B Deposited Plan 584573	Easement		
Area C Deposited Plan 584573	Easement		
Area DA Deposited Plan 584573	Easement		
Area DB Deposited Plan 584573	Easement		
Area DC Deposited Plan 584573	Easement		
Area EA Deposited Plan 584573	Easement		
Area EB Deposited Plan 584573	Easement		
Area EC Deposited Plan 584573	Easement		
Area ED Deposited Plan 584573	Easement		
Area EF Deposited Plan 584573	Easement		
Area F Deposited Plan 584573	Easement		
Area V Deposited Plan 584573	Easement		
Area X Deposited Plan 584573	Easement		
Area ZA Deposited Plan 584573	Easement		
Area ZB Deposited Plan 584573	Easement		
Area ZC Deposited Plan 584573	Easement		



Title Plan - DP 584573

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Area I Deposited Plan 584573	Easement		
Area J Deposited Plan 584573	Easement		
Area G Deposited Plan 584573	Easement		
Area H Deposited Plan 584573	Easement		
Total Area		57.9982 Ha	

EASEMENT MEMORANDUM/SCHEDULE

Land Registration District

South Auckland

Plan Number

DP 584573

Territorial Authority (the Council)

Waipa District Council

Memorandum of Easements (Pursuant to s243 Resource Management Act 1991)			
Purpose	Shown	Burdened Land	Benefited Land
RIGHT OF WAY	A ,B V	LOT 1 HEREON	LOT 2 HEREON
	G , H I , J ZA , ZB , ZC EC , X	LOT 2 HEREON	LOT 1 HEREON

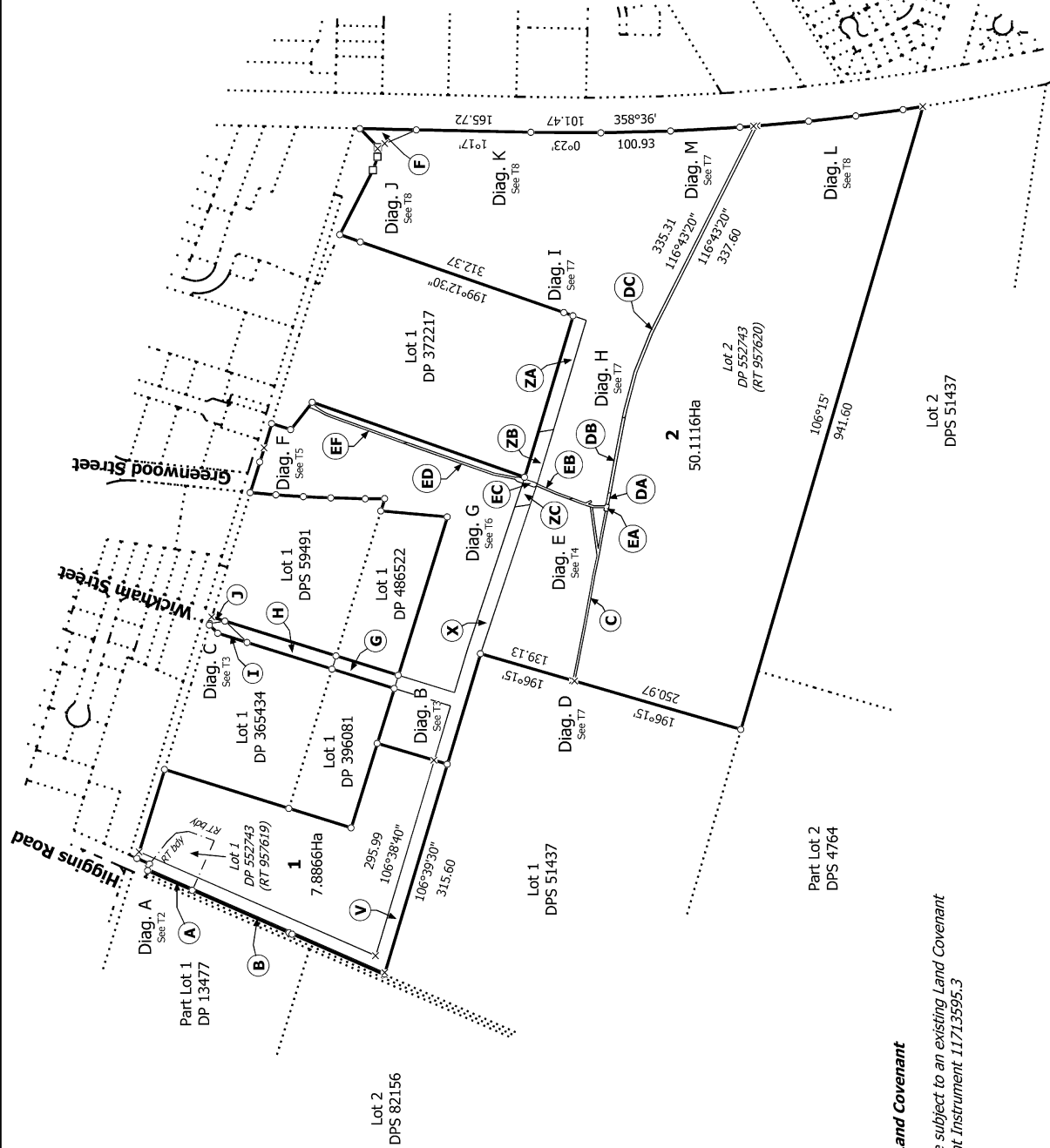
Schedule of Existing Easements			
Purpose	Shown	Burdened Land	Document No.
RAIL SIDING	F	LOT 2 HEREON	Transfer H698857
RIGHT OF WAY RIGHT TO CONVEY WATER SUPPLY AND TO TELEPHONE SERVICES, SEWAGE, STORMWATER DRAINAGE, POWER AND GAS RIGHTS	J	LOT 2 HEREON	Transfer B063851.4
RIGHT OF WAY RIGHT TO CONVEY WATER, GAS, ELECTRICITY AND TELECOMMUNICATIONS AND COMPUTER MEDIA RIGHT TO DRAIN WATER AND SEWAGE	I , J	LOT 2 HEREON	EI 6837043.3

Schedule of Existing Easements (continued)			
Purpose	Shown	Burdened Land	Document No.
RIGHT OF WAY RIGHT TO CONVEY GAS, WATER, ELECTRICITY, TELECOMMUNICATIONS, COMPUTER MEDIA AND RIGHT TO DRAIN WATER AND SEWAGE	G , H I , J	LOT 2 HEREON	EI 7878083.3
RIGHT OF WAY, RIGHT TO CONVEY GAS, WATER, ELECTRICITY, TELECOMMUNICATIONS AND COMPUTER MEDIA RIGHT TO DRAIN WATER AND SEWAGE	G , H I , J	LOT 2 HEREON	EI 10227683.7

Schedule of Existing Easements in Gross			
Purpose	Shown	Burdened Land	Document No.
RIGHT TO CONVEY ELECTRICITY	EA , EB EC , ED EE , EF	LOT 2 HEREON	Transfer 6207873.1
RIGHT TO CONVEY ELECTRICITY, TELECOMMUNICATIONS AND COMPUTER MEDIA	G , H I , J	LOT 2 HEREON	EI 10227683.8
RIGHT TO CONVEY ELECTRICITY AND TELECOMMUNICATIONS	A , B	LOT 1 HEREON	EI 11872275.3
	C , DA DB , DC	LOT 2 HEREON	EI 11872275.3

Land Covenant

Lots 1 & 2 hereon are subject to an existing Land Covenant registered in Covenant Instrument 11713595.3

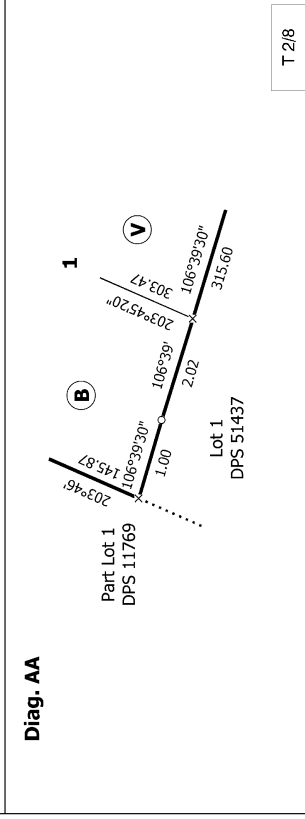
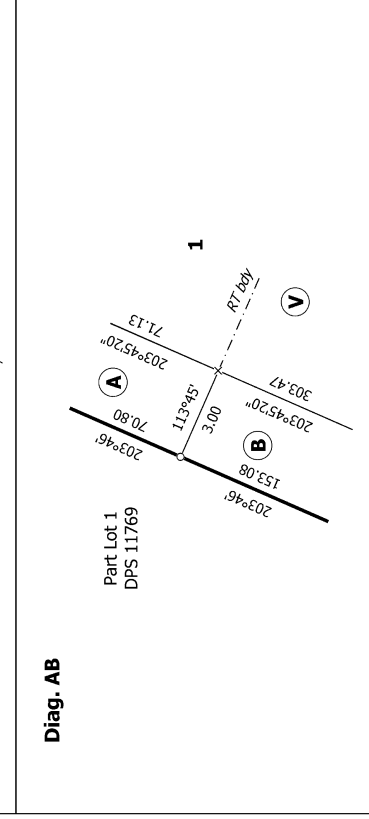
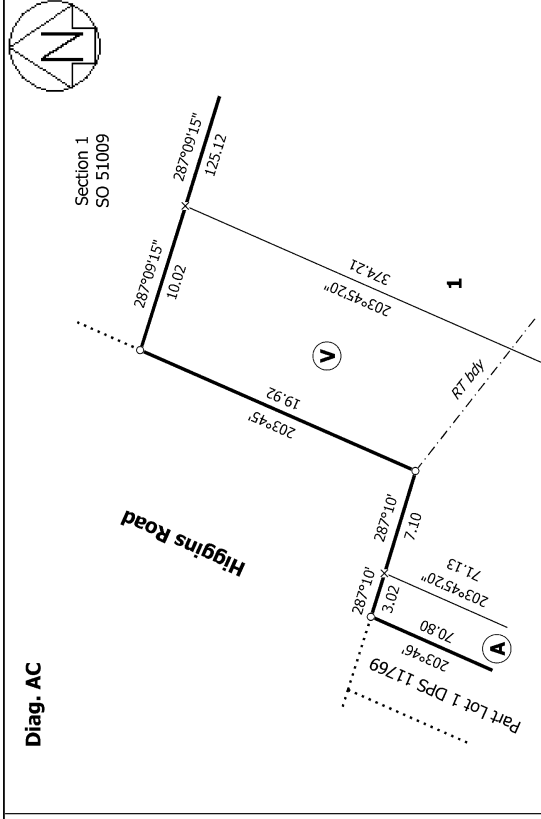
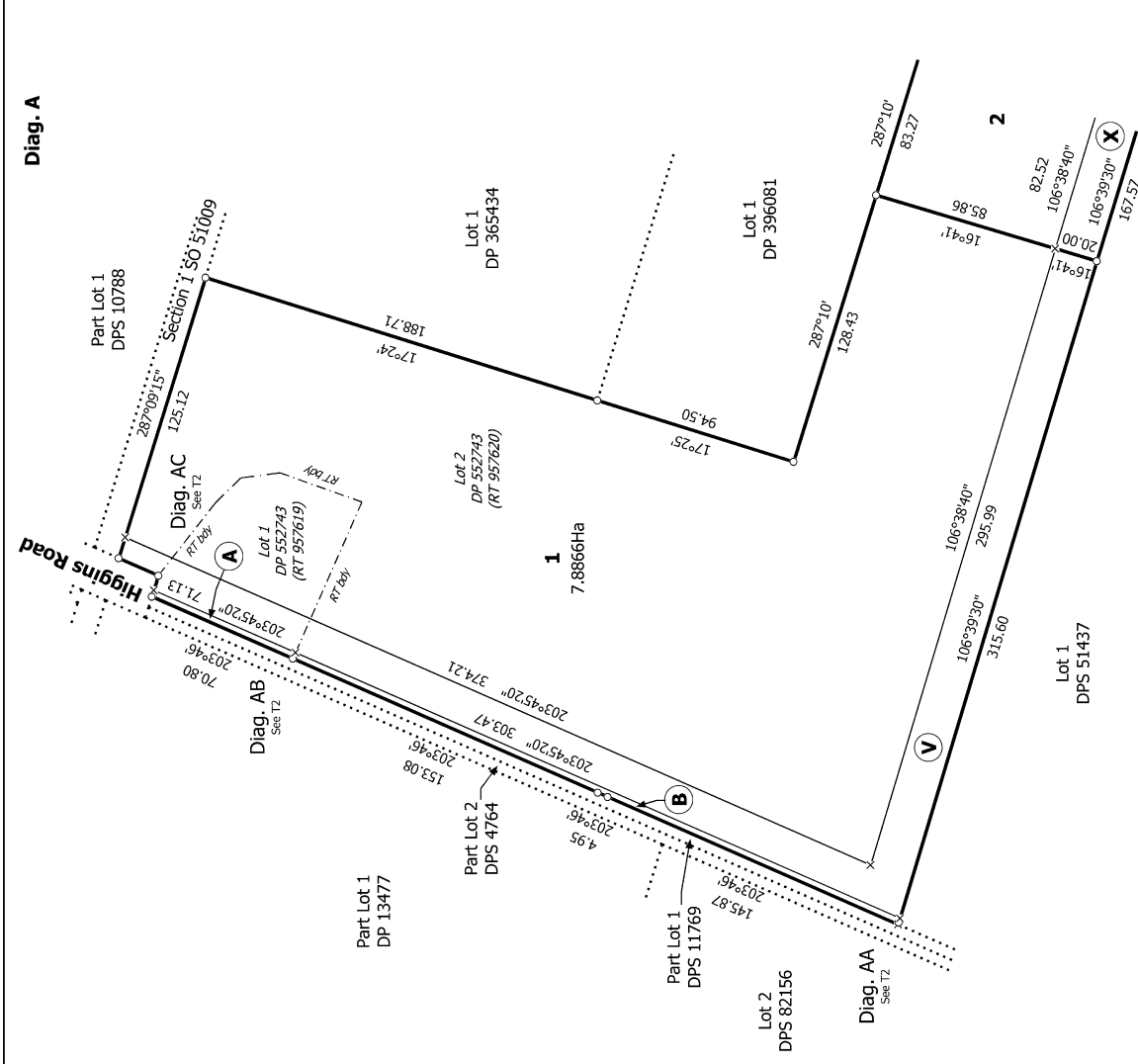


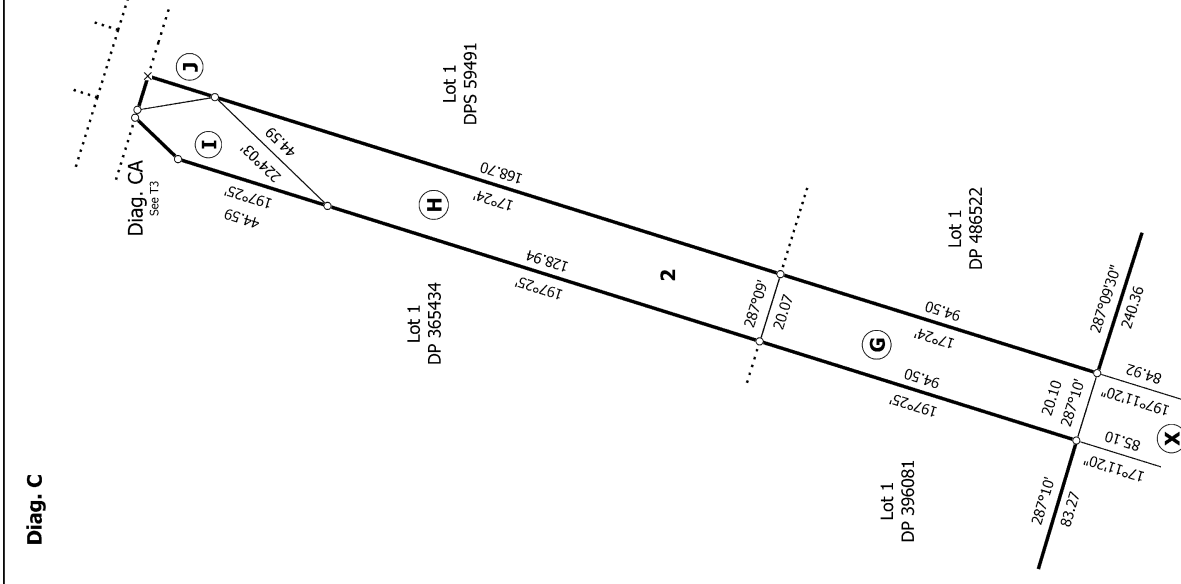
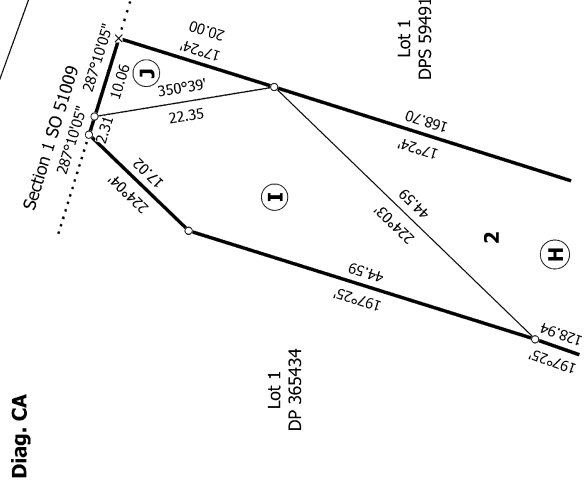
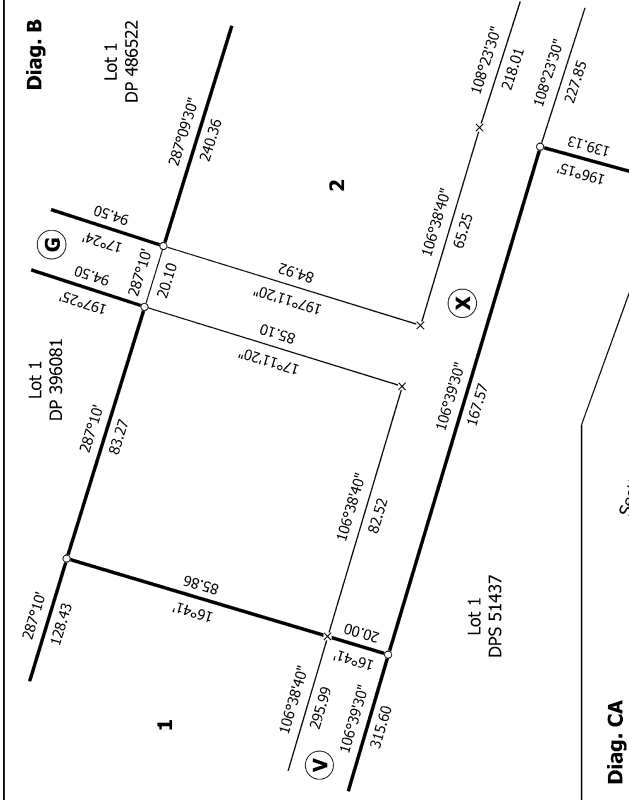
Land Covenant

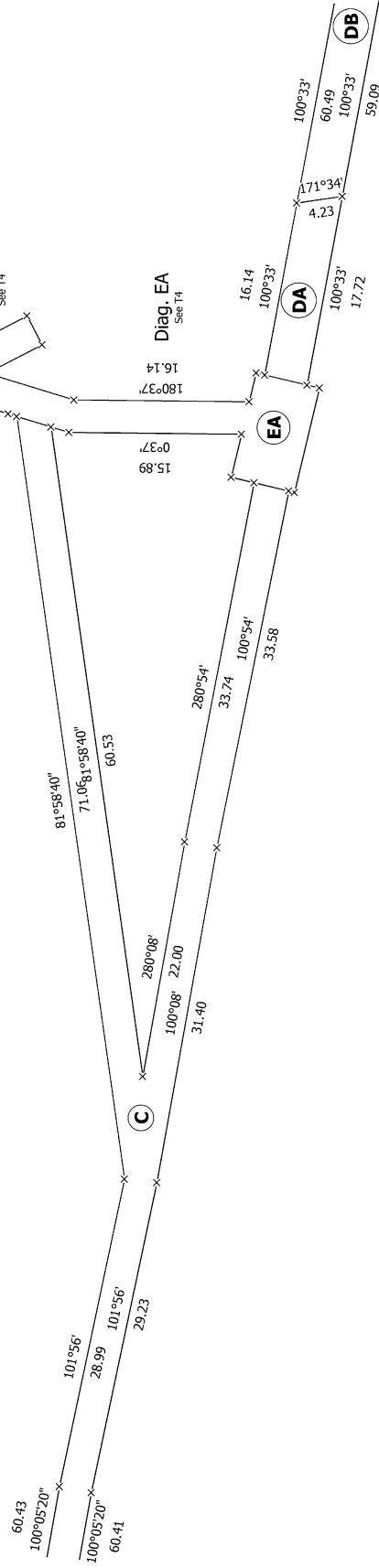
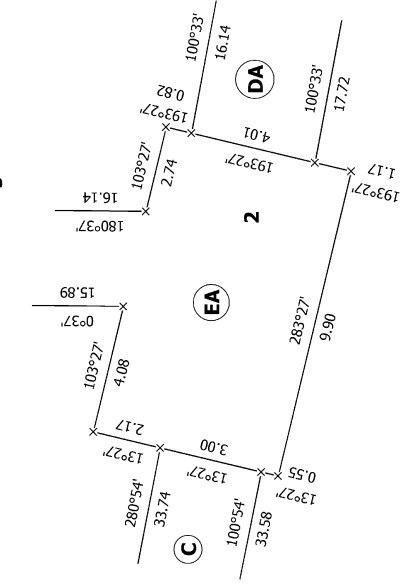
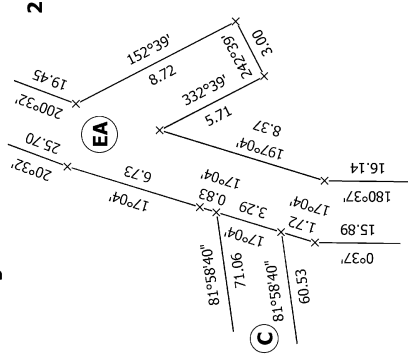
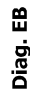
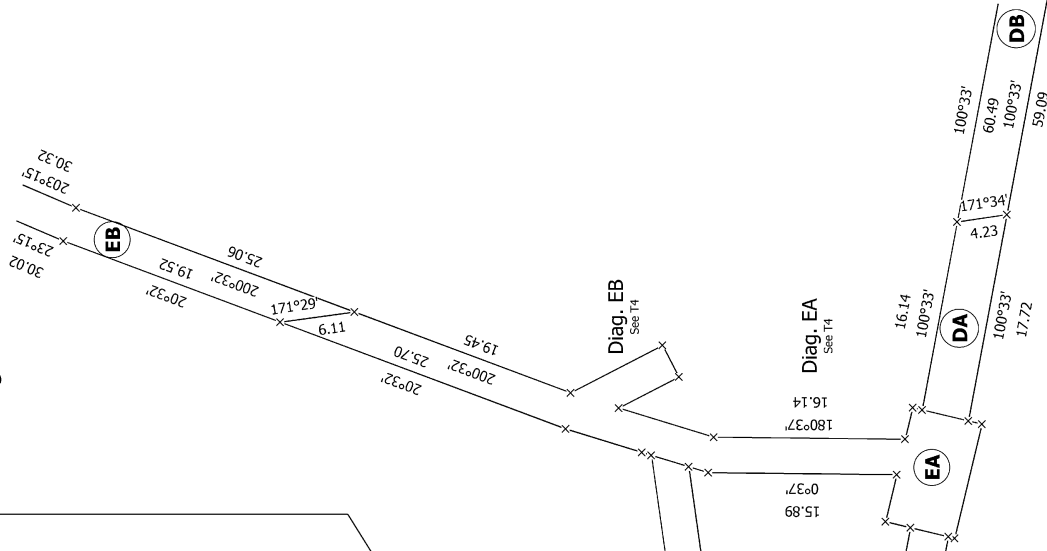
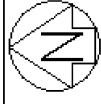
Lots 1 & 2 hereon are subject to an existing Land Covenant registered in Covenant Instrument 11713595.3

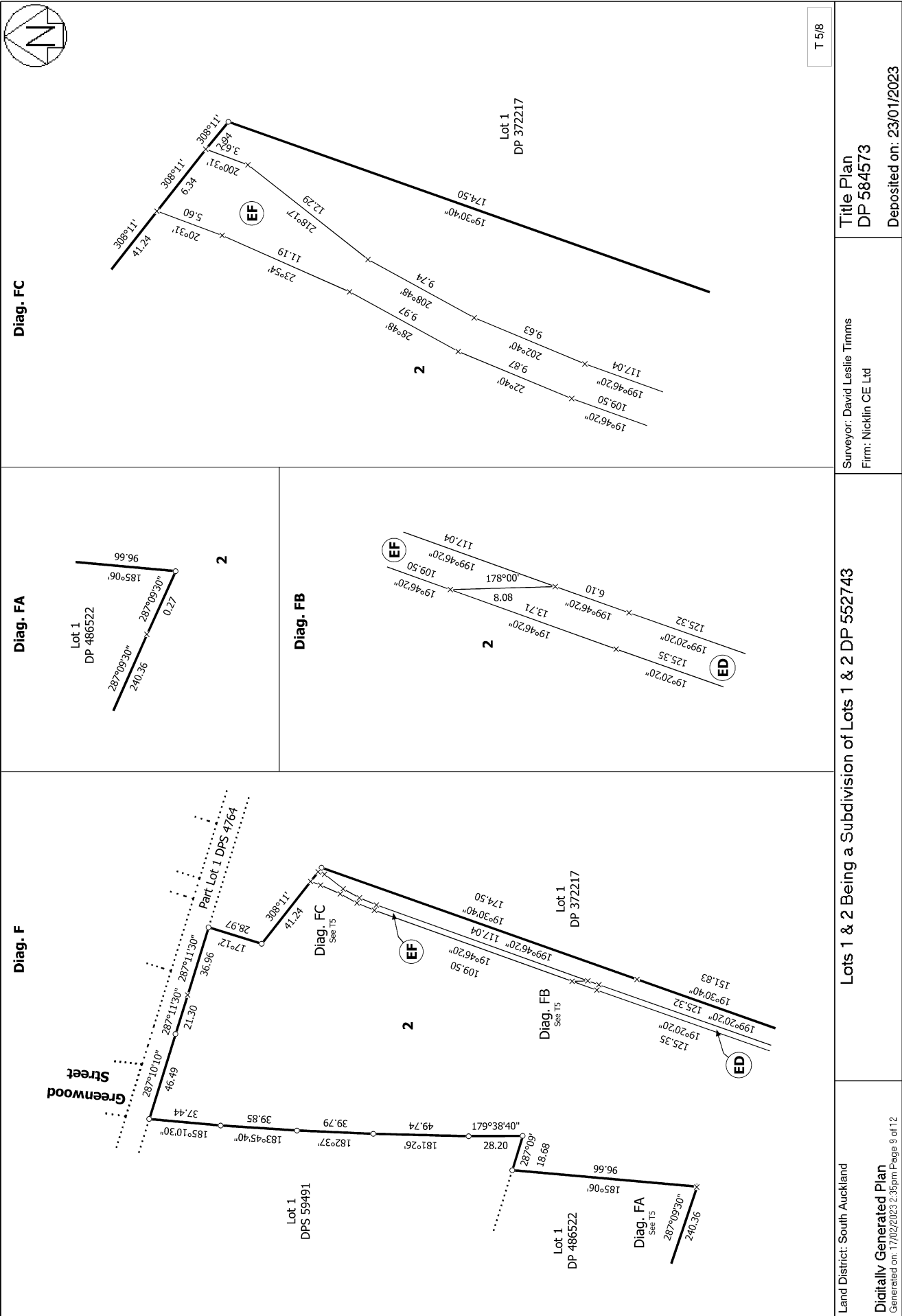
T 1/8

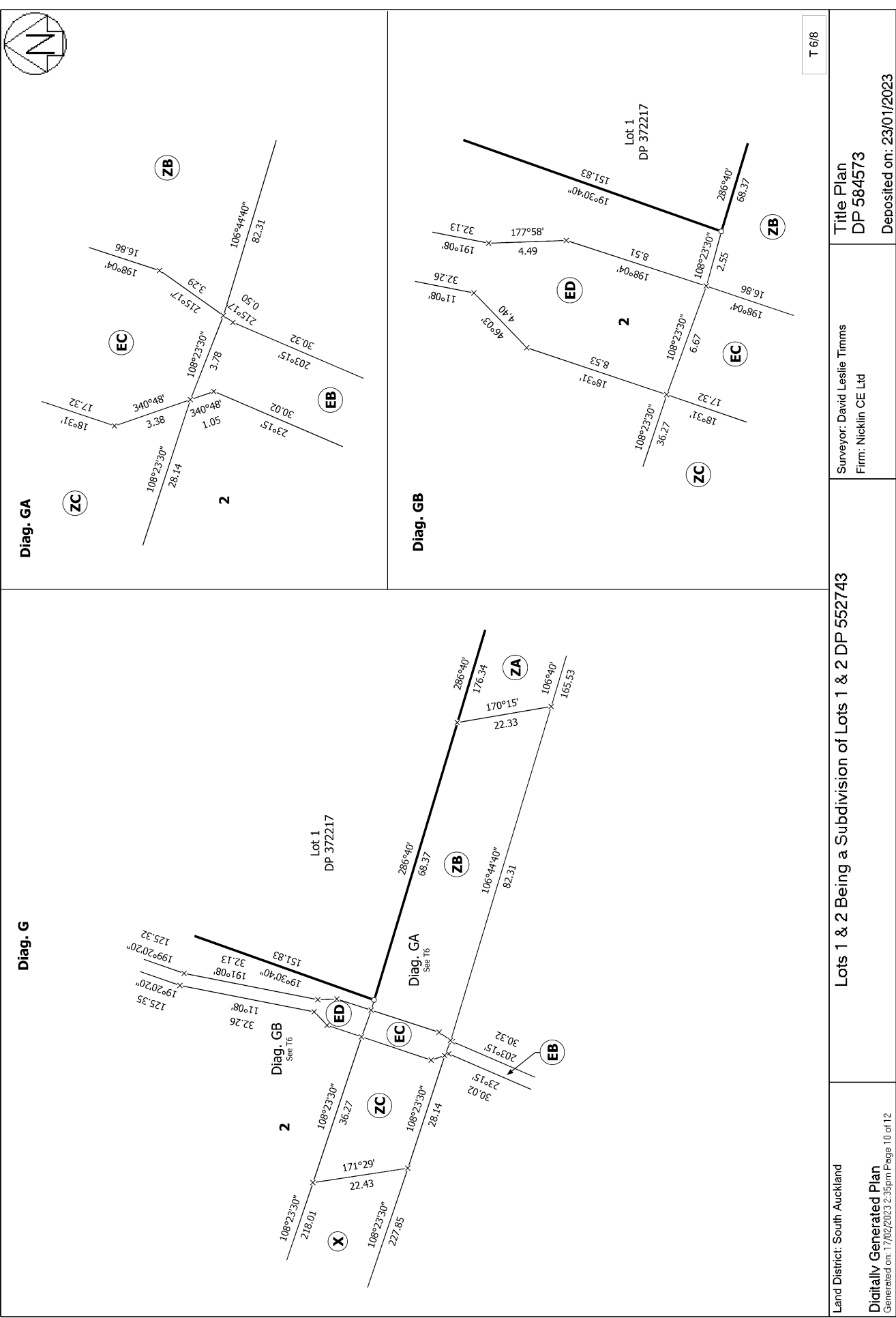
Land District: South Auckland	Lots 1 & 2 Being a Subdivision of Lots 1 & 2 DP 552743	Surveyor: David Leslie Timms Firm: Nicklin CE Ltd	Title Plan DP 584573 Deposited on: 23/01/2023
Digitally Generated Plan Generated on: 17/02/2023 2:35pm Page 5 of 12			

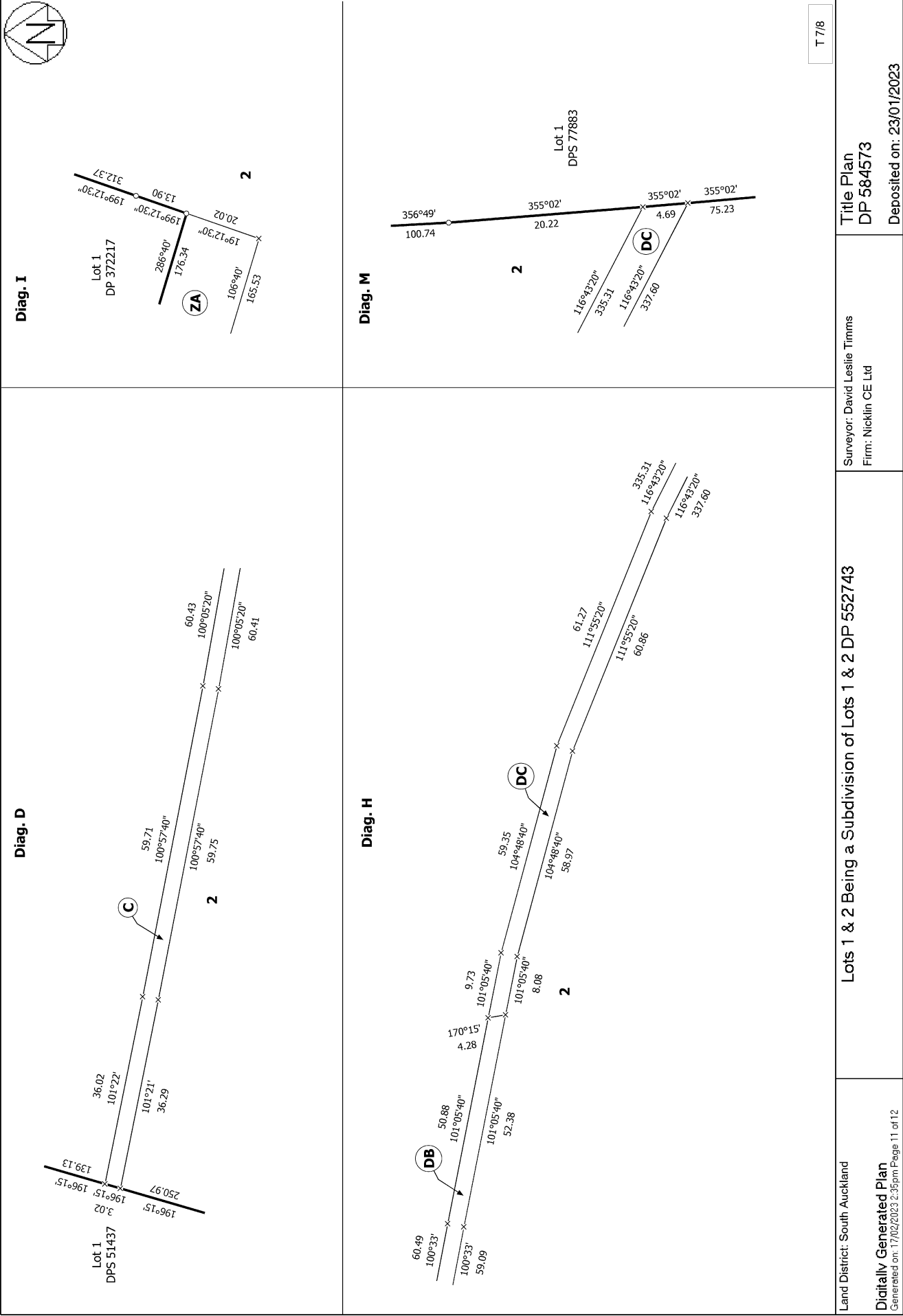


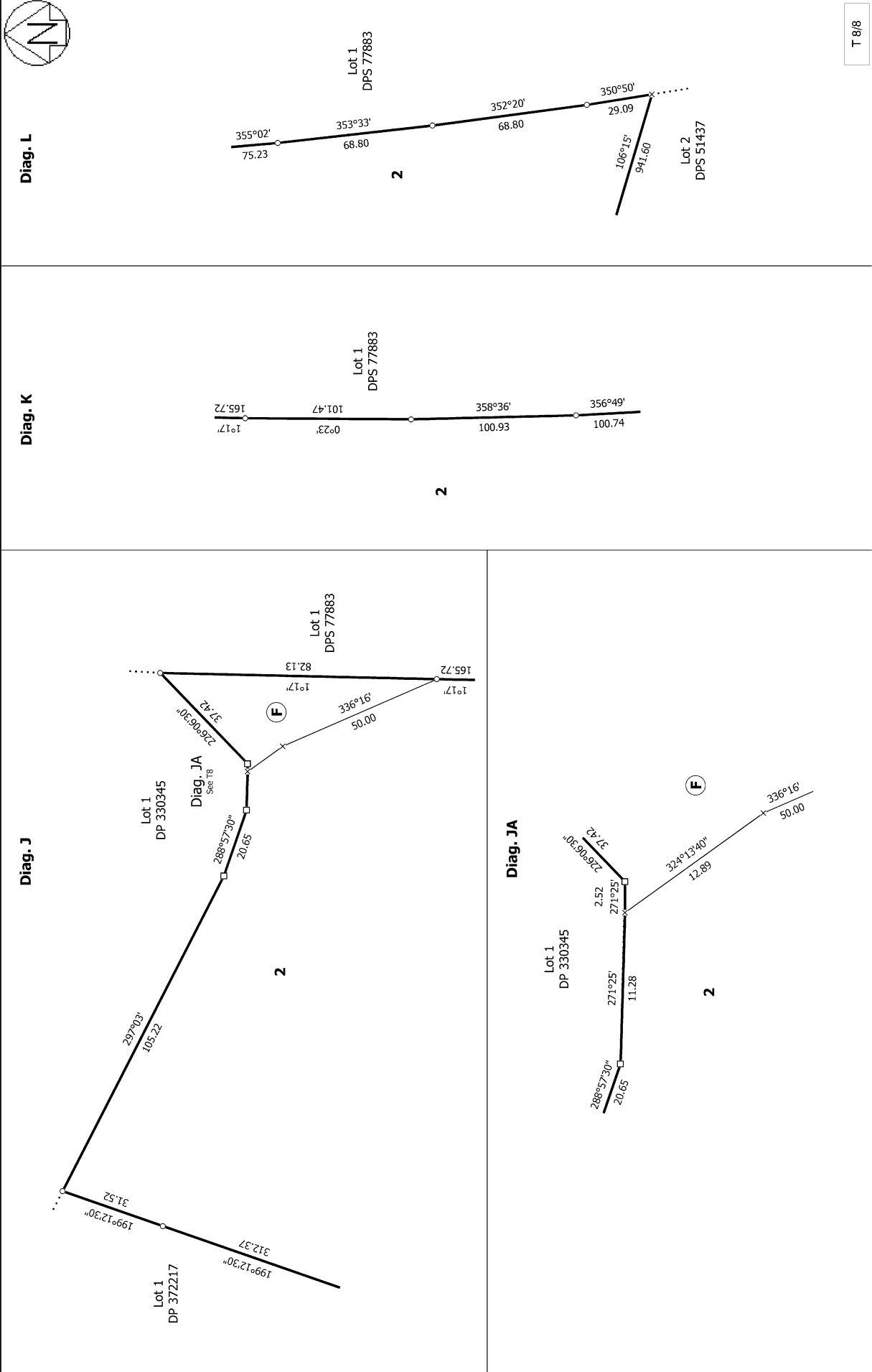












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Land District: South Auckland	Lots 1 & 2 Being a Subdivision of Lots 1 & 2 DP 552743		Surveyor: David Leslie Timms Firm: Nicklin CE Ltd	Title Plan DP 584573
Digitally Generated Plan Generated on: 17/02/2023 2:35pm Page 12 of 12		Deposited on: 23/01/2023		



Title Plan - DP 603134

Survey Number	DP 603134
Surveyor Reference	60131 Southpark Agri (Wickham Street)
Surveyor	David Leslie Timms
Survey Firm	Nicklin CE RPC Ltd
Surveyor Declaration	I David Leslie Timms, being a licensed cadastral surveyor, certify that-- (a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and Cadastral Survey Rules 2021; and (b) the survey was undertaken by me or under my personal direction. Declared on 12 Aug 2024 03:55 PM

Survey Details

Dataset Description	Lots 1 & 2 Being a Subdivision of Lot 2 DP 584573		
Status	Deposited		
Land District	South Auckland	Survey Class	Class B
Submitted Date	12/08/2024	Survey Approval Date	13/08/2024
		Deposit Date	23/07/2024

Territorial Authorities

Waipa District

Comprised In

RT 1100386

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Lot 1 Deposited Plan 603134	Fee Simple Title	16.8340 Ha	1179322
Lot 2 Deposited Plan 603134	Fee Simple Title	33.2747 Ha	1179323
Area C Deposited Plan 603134	Easement		
Area DA Deposited Plan 603134	Easement		
Area DB Deposited Plan 603134	Easement		
Area DC Deposited Plan 603134	Easement		
Area EA Deposited Plan 603134	Easement		
Area EB Deposited Plan 603134	Easement		
Area EC Deposited Plan 603134	Easement		
Area ED Deposited Plan 603134	Easement		
Area EF Deposited Plan 603134	Easement		
Area F Deposited Plan 603134	Easement		
Area G Deposited Plan 603134	Easement		
Area H Deposited Plan 603134	Easement		
Area I Deposited Plan 603134	Easement		
Area J Deposited Plan 603134	Easement		
Area X Deposited Plan 603134	Easement		
Area ZA Deposited Plan 603134	Easement		
Area ZB Deposited Plan 603134	Easement		



Title Plan - DP 603134

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Area ZC Deposited Plan 603134	Easement		
Total Area		50.1087 Ha	

LT 603134 Schedule/Memorandum

Land registration district
South Auckland

Territorial authority
Waipa District

Memorandum of Easements

Parcels shown with a prefix of *HL*- include height-limited boundaries

PURPOSE	SHOWN	BURDENED LAND	BENEFITED LAND
Right of way	G, H, I, J, X	Lot 1	Lot 2

Schedule of Easements

PURPOSE	SHOWN	BURDENED LAND	BENEFITED LAND
Right to drain sewage, water Right to convey electricity, gas, telecommunications, water	G, H, I, J, X	Lot 1	Lot 2

Schedule of Existing Easements

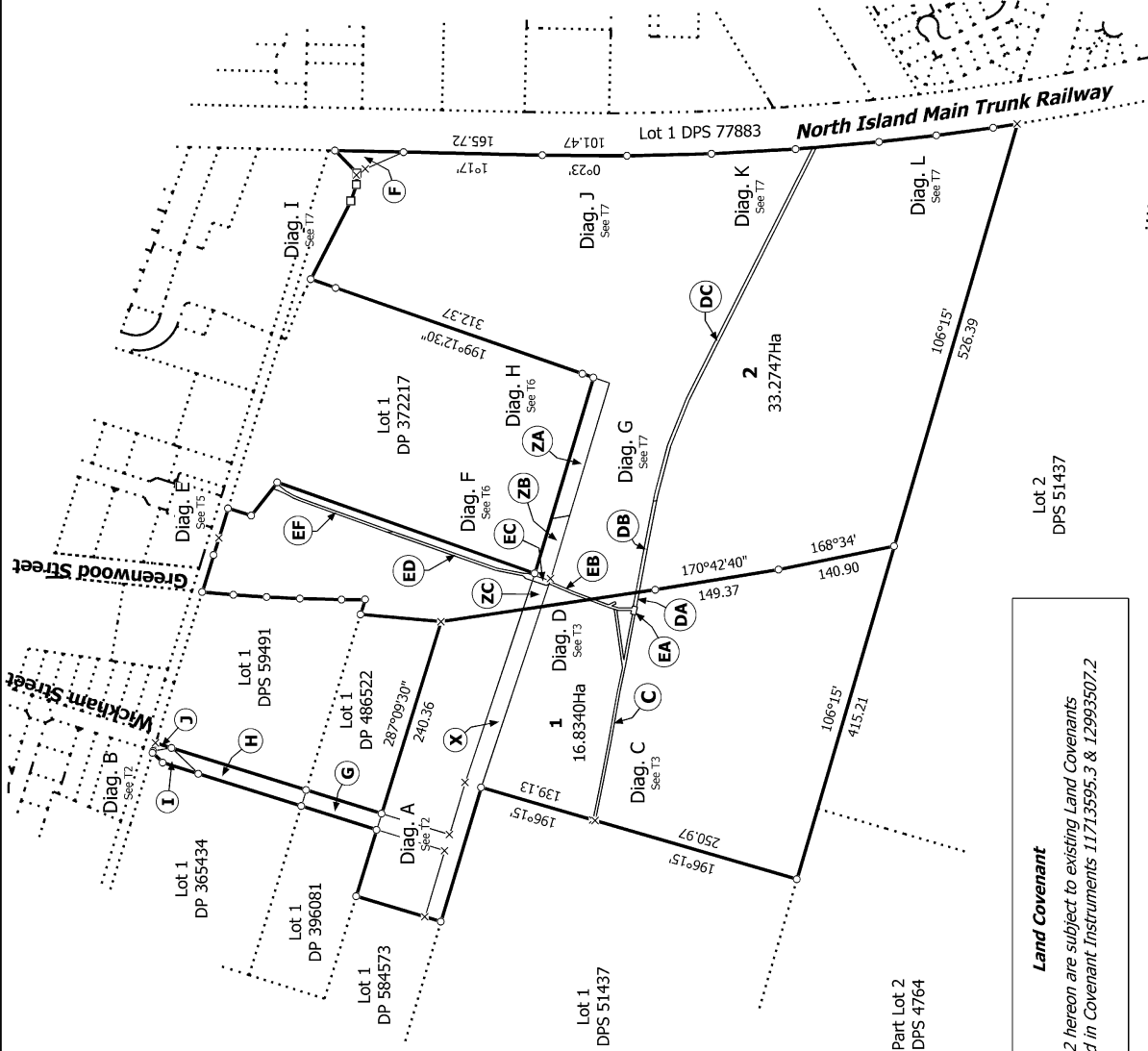
PURPOSE	SHOWN	BURDENED LAND	CREATING DOCUMENT
Right of way	G, H, I, J, X	Lot 1	12607131.3
" "	EC, ZA, ZB, ZC	Lot 2	12607131.3
Right of way Right to convey water supply, and telephone services, sewage, stormwater drainage, power and gas rights	J	Lot 1	B063851.4
Right of way Right to drain sewage, water Right to convey electricity, gas, water Right to convey telecommunications and computer media	I, J	Lot 1	6837043.3
" "	G, H, I, J	Lot 1	7878083.3
" "	G, H, I, J	Lot 1	10227683.7
rail siding	F	Lot 2	H698857

Schedule of Existing Easements in Gross

PURPOSE	SHOWN	BURDENED LAND	CREATING DOCUMENT
Right to convey electricity	EA	Lot 1	6207873.1
" "	EB, EC, ED, EF	Lot 2	6207873.1
Right to convey electricity Right convey telecommunications and computer media	G, H, I, J	Lot 1	10227683.8
Right to convey electricity, telecommunications	C, DA	Lot 1	11872275.3
" "	DB, DC	Lot 2	11872275.3

Notes

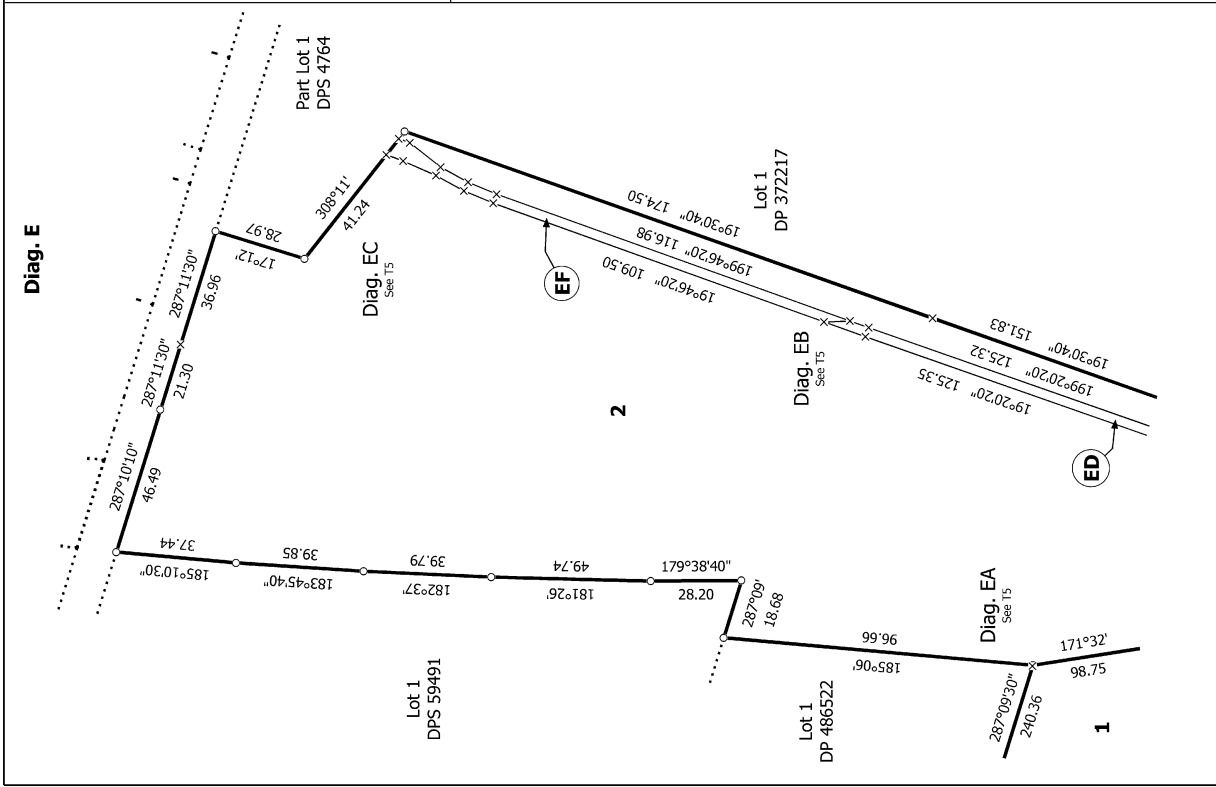
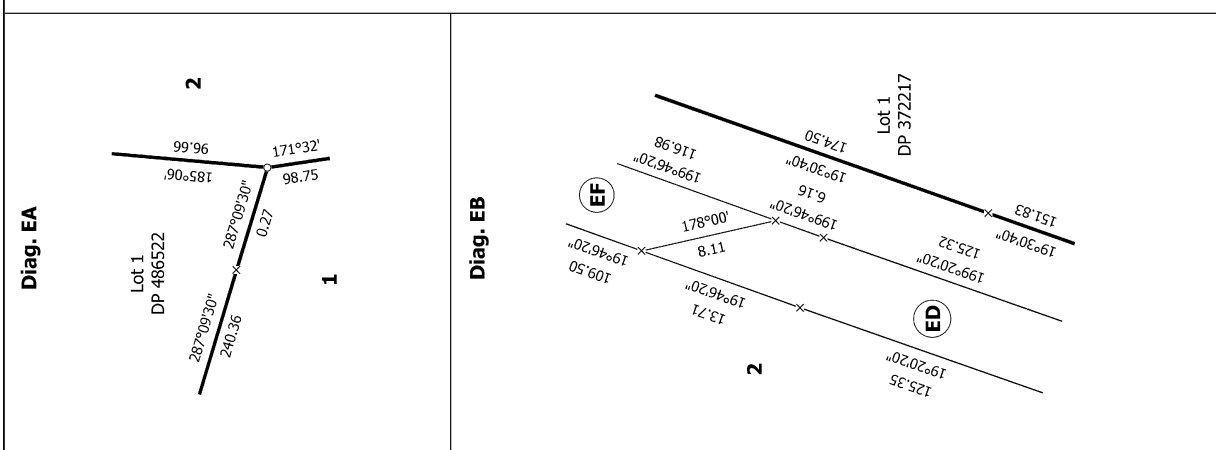
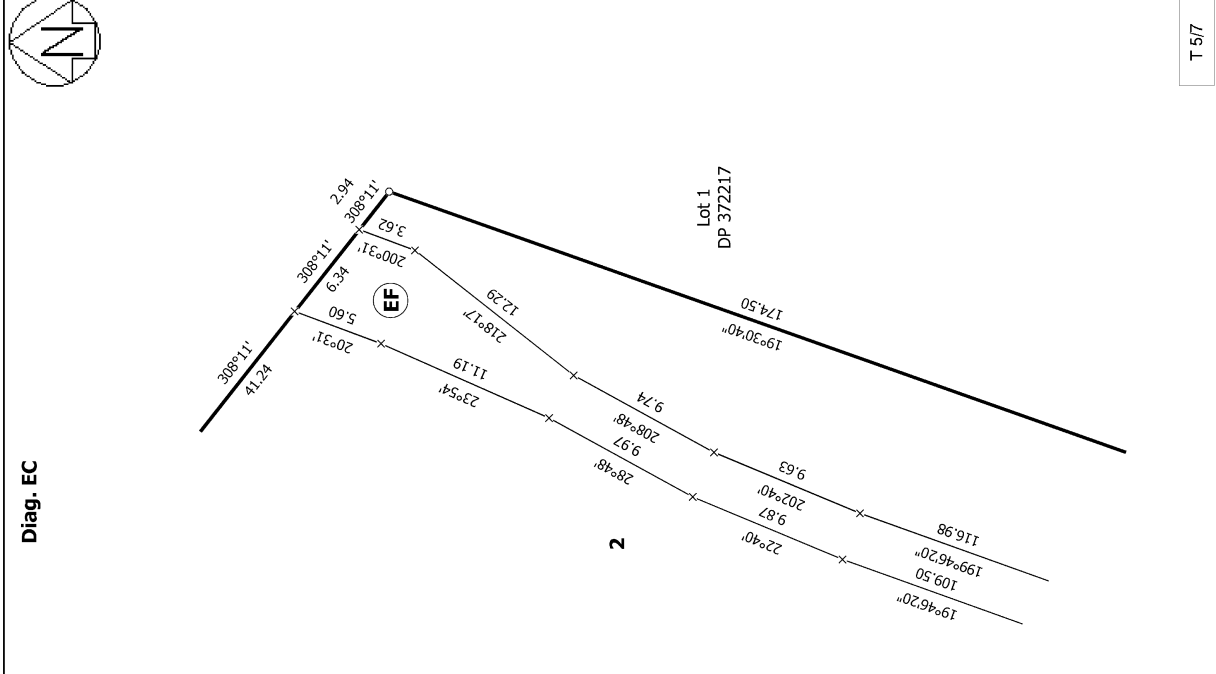
Lots 1 & 2 hereon subject to a Land Covenant created by CI 11713595.3
Lots 1 & 2 hereon subject to a Land Covenant created by CI 12993507.2

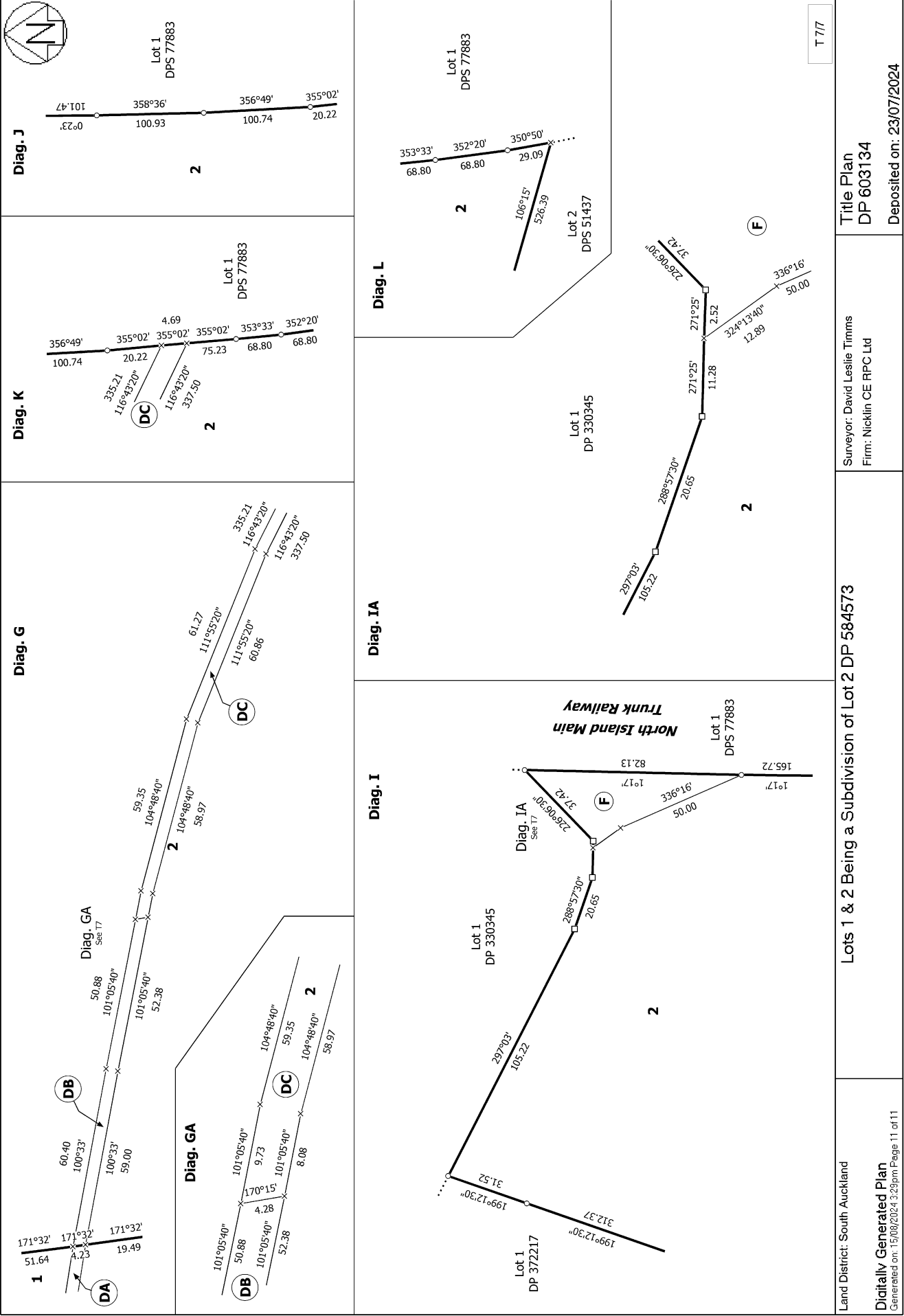


Land Covenant
Lots 1 & 2 hereon are subject to existing Land Covenants registered in Covenant Instruments 11713595.3 & 12993507.2

T 17

Land District: South Auckland	Lots 1 & 2 Being a Subdivision of Lot 2 DP 584573		Surveyor: David Leslie Timms Firm: Nicklin CE RPC Ltd	Title Plan DP 603134
Digitally Generated Plan Generated on: 15/08/2024 3:29pm Page 5 of 11			Deposited on: 23/07/2024	





H315680 CC

IN THE MATTER of THE PUBLIC WORKS ACT
1981

A N D:

IN THE MATTER of Compensation Certificate
No. H.315680

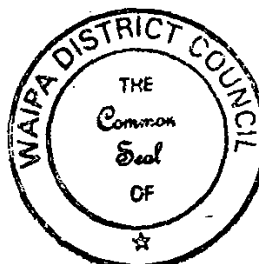
The WAIPA DISTRICT COUNCIL constituted by the Local Government Re-organisation Order 1989 published in NZ Gazette No.99 on the 13th June 1989 as successor to the Waipa County Council the local authority on whose behalf the abovementioned Compensation Certificate No.H.315680 is registered against inter alia all that parcel of land containing 4.0020 hectares more or less being Lot 1 on Deposited Plan S.59491 being all the land in Certificate of Title Volume 48C Folio 372 (South Auckland Registry) TOGETHER WITH Drainage Easement created by Transfer S.404790 and Rights-of-Way and Rights to convey Water Supply, Sewage, Stormwater Drainage, Power, Gas and Telephone Services created by Transfer B.063851.3 which easements are subject to Section 309(1)(a) Local Government Act 1974 AND SUBJECT TO Mortgage B.063851.1 and Caveat B.063852 HEREBY CERTIFIES that all requirements of the agreement under Section 17 of the Public Works Act 1981 in respect whereof the said Compensation Certificate H.315680 was registered have been performed so far as they affect Lot 1 on Deposited Plan S.59491

This Certificate is given pursuant to Section 19(7) of the Public Works Act 1981

DATED this 4 day of December 1992

SIGNED *[Signature]*

County Clerk & Principal
Administrative Officer
Waipa District Council



PLC:608

IN THE MATTER OF THE PUBLIC WORKS ACT 1981

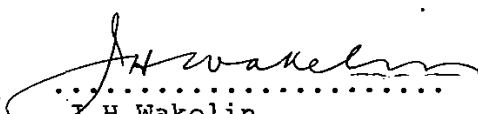
A N D

IN THE MATTER OF COMPENSATION CERTIFICATE NO H 315680

The WAIPA COUNTY COUNCIL the local authority on whose behalf the abovementioned Compensation Certificate No H 315680 was registered against all that parcel of land having an area of 100.1210 hectares more or less being the balance of part Lot 1 DPS 4764 and the balance of the land comprised in Certificate of Title Volume 8D Folio 668 (South Auckland Registry) together with rights to drain water created by Transfer S 404790 subject to Mortgage H 343799.5, Mortgage H 808226.3 and Rail Siding Easement created by Transfer H 698857 **HEREBY CERTIFIES** that all the requirements of the agreement under Section 17 of the Public Works Act 1981 in respect whereof the said Compensation Certificate H 315680 was registered have been performed so far as they affect Lot 1 on Plan to be deposited S 51437.

This Certificate is given pursuant to Section 19(7) of the Public Works Act 1981.

DATED ...9th May 1989...

SIGNED 
J H Wakelin
County Clerk and Principal
Administrative Officer
WAIPA COUNTY COUNCIL

(2)

D/cc
\$NIL

Hold with H315680

1.45 23.JUN89 H 880878

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
ASSISTANT REGISTRAR

12.00 26.JUL89 H 888282.2



PARTICULARS ENTERED IN
LAND REGISTRY SOUTH

ASSISTANT REGISTRAR

H315680

80/668

4/888282.2

COMPENSATION CERTIFICATE

TO: THE DISTRICT LAND REGISTRAR of the Land Registration
District of South Auckland

PURSUANT to Section 17 of the Public Works Amendment Act 1948, this Compensation Certificate is forwarded to you to be deposited in your Registry and a memorial thereof registered against the title to all land affected thereby.

(a) Description of land affected by the Certificate:

ALL THAT piece of land comprising 101.3601 hectares more or less being part Lot 1 on Deposited Plan S.4764 and being all the land described in Certificate of Title Volume 8D Folio 668 (South Auckland Registry)

(b) Brief particulars of the Agreement:

Date : 20th October 1980

Agreement under Section 32 of the Public Works Act 1948 for taking that part of the above described land containing 321 square metres more or less shown on Survey Office Plan No. 51009 marked with the letter "D".

(c) Names and Addresses of parties to Agreement:

W.B. & R.E. WILSON LIMITED a duly incorporated company having its registered office at Hawera Owner

THE WAIPA COUNTY COUNCIL Local Authority

(d) (i) Place where copy of Agreement may be inspected:

The office of the Waipa County Council, 19 Bank Street Te Awamutu

(ii) Hours during which a copy of the Agreement may be inspected:

8.30 a.m. to 5.00 p.m. Monday to Friday inclusive.

(iii) Reference by which Agreement may be identified:

HCC/Waitawhiriwhiri Drain

DATED at Te Awamutu this 20th day of October 1980

THE COMMON SEAL of THE WAIPA)
COUNTY COUNCIL was hereto)
affixed in the presence of:)

H.A. Sherrin
Chairman

J. Wakefield
Councillor

J. Wakefield
County Clerk



#888282.2 Discharged as to lot
1 DPS 51437 - 26.7.1989 at 12000

B. Wood
882

B119494.2 Discharged as to
all the land in CT 48C/372 -
22.12.1992 at 12:27 o'clock.

[Signature]
For A.C.C.

OK
revised



48C/372
48C/373

NOV 13 2 55 PM '93

District Land Registrar
Hamilton

82/668

315680



H698857 JE 10.00

Approved by the District Land Registrar, South Auckland. H. 310733
New Zealand

403377-08

MEMORANDUM OF TRANSFER

WHEREAS DONALD JOHN WILSON of Totokauri, Farmer, and DOROTHY AGNES WILSON his wife (called "the grantors") are

16-D-86 73185 --BY *****10.00

registered as the proprietors of an estate in fee simple

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

piece of land situate in the Parish of Tuhikaramea

containing 100.7978 ha

be the same a little more or less being part lot 1 on deposited plan S4764 and being part allotment 371 Parish of Tuhikaramea and part allotment 365 Parish of Te Rapa and being all of the land comprised and described in certificate of title volume 8D folio 668 (South Auckland Registry) APPURTENANT are rights of way created by transfer S404790

SUBJECT TO 1. Compensation certificate H311522 and H315680 and H654012.
2. Gazette notice H345612
3. Memoranda of mortgage H343799.4, H343799.5, ~~H343799.6~~ and ~~H537892.2~~
(called "the servient tenement") H658576.2

AND WHEREAS WAIKATO COOLSTORES LIMITED a duly incorporated company having its registered office at Hamilton (called "the grantee") is registered as the proprietor of an estate in fee simple in all that parcel of land containing 5.8102ha more or less being part allotment 365 Parish of Te Rapa and part lot 2 on deposited plan 17677 and being part allotment 365 Parish of Te Rapa and being all of the land comprised and described in certificate of title volume 28B folio 35 (South Auckland Registry)

SUBJECT TO Memorandum of mortgage H ~~661861.3~~ and ~~H661861.4~~ (called "the dominant tenement")

AND WHEREAS the grantors have agreed with the grantee for the grant to the transferee of an easement of right of way appurtenant to the dominant tenement over part of the servient tenement in the term now set forth NOW THEREFORE

IN CONSIDERATION of the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00).

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

paid to the grantors by the grantee

(the receipt of which sum is hereby acknowledged) ^{they the grantees} ~~DO~~ ^{AND GRANT} ~~HEREBY TRANSFER to the said~~
grantee and its and each of its servants, tenants, agents, workmen, licensees and
and invitees and any other person lawfully entitled so to do from time to time and at
all time to have the full, free, uninterrupted and unrestricted, right, liberty and
privilege to lay railway sleepers and railway lines and to have the full, free,
uninterrupted and unrestricted right, liberty and privilege by day and by night to go
pass and repass with or without railway engines carriages and railway transport or
~~all estate and interest in the said piece~~
~~of land above described~~

of any kind and with or without such railway engines or carriages over and along
that part of the servient land marked "A" on deposited plan S40899 to the intent that
such easment of right of way and right to lay a railway siding and to use the same
hereby created shall be forever appurtenant to the dominant tenement in every
part thereof provided

FIRST that the cost of maintaining, repairing and as necessary reconstructing the
park of serving tenement over which the easement of right of way is hereby granted
shall be borne wholly by the owners for the time being of the dominant tenement

AND SECONDLY if the dominant tenement is hereafter sub-divided then henceforth such
costs shall be contributed to equally by the owners of the additional lots created upon
such sub-divisions to the intent that the owners of all lots from time to time having
appurtenant rights over the servient tenement shall bear equally the cost of the
aforesaid costs.

AND THIRDLY where two or more persons are registered as the proprietors of any lot
having appurtenant rights by the part of the servient tenement then they shall be
treated as one owner for the purposes or the contribution herein prescribed

AND FOURTHLY if any dispute shall arise as to the need for or desirability of for
extensive maintenance repair, or reconstruction of the part of the servient tenement
marked "A" or any part thereof or for the materials to be employed therein or to the
manner in which the same shall be carried out then such dispute shall be referred to
arbitration in accordance with provisions of the Arbitration Act 1908 or any Act in
amendment with substitution therefore.

BANK NEW ZEALAND SAVINGS BANK LIMITED

CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY

We, Gordon Ronald Drown of HAMILTON
and Kevin James Compton of Hamilton New
Zealand, Bank Officers, hereby severally certify:-

1. THAT by deed dated the 1st day of July 1985
copies of which are deposited in the Land Transfer Offices
at:-

Auckland	as No.B500414.2	Hokitika	as No. 72476
Blenheim	as No.127700	Invercargill	as No.124293.1
Christchurch	as No.575092.2	Napier	as No.455064.2
Dunedin	as No.646698/2	Nelson	as No.255386.2
Gisborne	as No.1601513.1	New Plymouth	as No.325999.2
Hamilton	as No.H623570.1	Wellington	as No.717027.1

Bank of New Zealand Savings Bank Limited appointed as its
Attorneys on the terms and subject to the conditions set out in
the said deed either:-

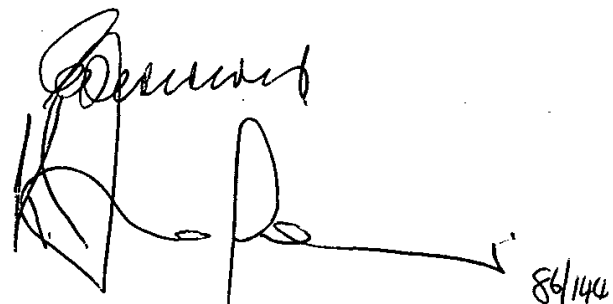
- (a) any two of the following persons, namely the Group Chief
Executive of Bank of New Zealand, a body corporate constituted
under the Bank of New Zealand Act 1979 and having its head
office at Wellington (Hereinafter called "the Bank") and every
General Manager, Deputy General Manager, Assistant General
Manager, Chief Manager, District Manager, Area Manager,
District Manager Administration and District Assistant Manager
Administration for the time being of the Bank and every other
person who shall for the time being be acting as the Group
Chief Executive or as a General Manager, Deputy General
Manager, Assistant General Manager, Chief Manager, District
Manager, Area Manager, District Manager Administration or
District Assistant Manager Administration of the Bank; or
- (b) any one of the persons referred to in paragraph (a) above
together with any one of the following persons, namely every
Branch Manager and Branch Loans Manager for the time being of
the Bank and every other person who shall for the time being
be acting as a Branch Manager or Branch Loans Manager of the
Bank.

2. THAT we are respectively **AREA MANAGER**
Branch Manager of the Bank and as such are
Attorneys for Bank of New Zealand Savings Bank Limited pursuant
to the said deed.

3. THAT at the date hereof we have not received any notice or
information of the revocation of that appointment by the winding
up of Bank of New Zealand Savings Bank Limited or otherwise.

SIGNED at Hamilton
this 25th day of August
19 86

SIGNED at Hamilton
this 25th day of August
19 86


86/140

CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY

We, Gordon Ronald Drown of HAMILTON
and Kevin James Compton of Hamilton New
Zealand, Bank Officers, hereby severally certify:-

1. THAT by deed dated the 1st day of July 1985
copies of which are deposited in the Land Transfer Offices at:-

Auckland	as No.B500414.1	Hokitika	as No.72477
Blenheim	as No. 127701	Invercargill	as No.124294.1
Christchurch	as No.575092.1	Napier	as No.455064.1
Dunedin	as No.646698/1	Nelson	as No.255386.1
Gisborne	as No.160512.1	New Plymouth	as No.325999.1
Hamilton	as No.H623570.2	Wellington	as No.717023.1

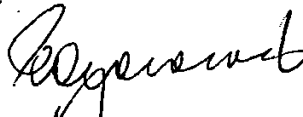
Bank of New Zealand appointed as its Attorneys on the terms and subject to the conditions set out in the said deed either:

- (a) any two of the following persons, namely the Group Chief Executive and every General Manager, Deputy General Manager, Assistant General Manager, Chief Manager, District Manager, Area Manager, District Manager Administration and District Assistant Manager Administration for the time being of the said Bank and every other person who shall for the time being be acting as the Group Chief Executive or as a General Manager, Deputy General Manager, Assistant General Manager, Chief Manager, District Manager, Area Manager, District Manager Administration or District Assistant Manager Administration of the said Bank; or
- (b) any one of the persons referred to in paragraph (a) above together with any one of the following persons, namely every Branch Manager and Branch Loans Manager for the time being of the said Bank and every other person who shall for the time being be acting as a Branch Manager or Branch Loans Manager of the said Bank.

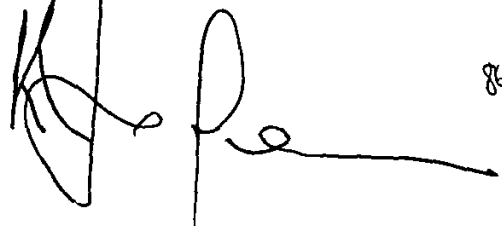
2. THAT we are respectively AREA MANAGER and
Branch Manager of the said Bank and as such
Attorneys for the said Bank pursuant to the said deed.

3. THAT at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up of the said Bank or otherwise.

SIGNED at Hamilton
this 25 day of August
1986

) 

SIGNED at Hamilton
this 25 day of August
1986

)  86/164

THE BANK OF NEW ZEALAND SAVINGS BANK LIMITED Mortgagee pursuant to Mortgage H.343799.4 hereby consents to the within transfer

THE COMMON SEAL of the BANK)

OF NEW ZEALAND was hereunto affixed pursuant to an order of the Board of Directors in the presence of:

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys	BANK OF NEW ZEALAND by its Attorneys:—
.....)	)
.....)	)
.....)	)
Witness	Witness to the signature of
Occupation	Occupation
Address	Address

Incorrect stamp - see reverse

THE BANK OF NEW ZEALAND Mortgagee pursuant to Mortgage H.343799.5 hereby consents to the within mortgage

THE COMMON SEAL of the BANK)

OF NEW ZEALAND was hereunto affixed pursuant to an order of the Board of Directors in the presence of:

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys	BANK OF NEW ZEALAND by its Attorneys:—
Gordon Ronald Drown	Kevin James Compton
Witness	Witness to the signature of
Occupation	Occupation
Address	Address

Witness to the signature of Gordon Ronald Drown
Witness
Occupation
Address

MCKINNON GARBETT NOMINEES LIMITED Mortgagees pursuant to Memorandum of Mortgage H.658976.2 hereby consent to the within transfer

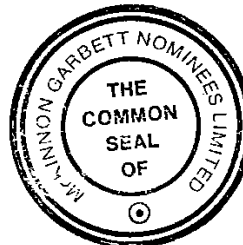
THE COMMON SEAL of
MCKINNON GARBETT NOMINEES
LIMITED was hereunto affixed
in the presence of:

Director
Director



McKINNON GARBETT NOMINEES LIMITED hereby applies to be registered as proprietor of Mortgage No. H.658576.2 ~~and~~ by virtue of its change of name which is evidenced by the Change of Name which has been deposited in the South Auckland Land Registry under No. H.657345.

THE COMMON SEAL of McKINNON)
GARBETT NOMINEES LIMITED was)
 hereunto affixed in the)
 presence of:)



[Signature] Director

[Signature] Director

SIGNED for and on behalf of BANK OF NEW ZEALAND SAVINGS BANK LTD by its Attorneys	) BANK OF NEW ZEALAND SAVINGS BANK LTD by its Attorneys:—
Kevin James Compton	[Signature]
Witness to the signature of	Witness to the signature of
Kevin James Compton	Kevin James Compton
Witness	Witness
Occupation	Occupation
Address	Address
	Hamilton

SIGNED for and on behalf of BANK OF NEW ZEALAND SAVINGS BANK LIMITED by its Attorneys	) BANK OF NEW ZEALAND SAVINGS BANK LTD by its Attorneys:—
Gordon Ronald Drown	[Signature]
Kevin James Compton	[Signature]
Witness to the signature of	Witness to the signature of
Gordon Ronald Drown	Kevin James Compton
Witness	Witness
Occupation	Occupation
Address	Address
	Hamilton

IN WITNESS WHEREOF these presents have been executed this

day of

August

One thousand nine hundred and eighty-six

SIGNED by the abovenamed DONALD JOHN WILSON and DOROTHY AGNES WILSON as grantors in the presence of

Da Wilson Jones

Witness:

John

Occupation:

Printer

Address:

Hanaka

THE COMMON SEAL of WAIKATO COOLSTORES
LIMITED as grantee was hereto affixed)
in the presence of:

Director

Chas. H. Jones

Secretary

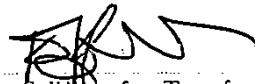
Ernest E. Wherry
(in trust)



No.

Correct for the purposes of the Land Transfer Act.

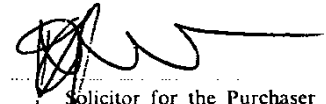
TRANSFER of right
of way easement DPS40899


Solicitor for Transferee/s.

D. J. & D. A. WILSON Transferor

WAIKATO COOLSTORES LIMITED 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 at the time
stamped

Assistant Land Registrar
of the District of

12.10 11. DEC 86 H 698857
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
ASST. LAND REGISTRAR




TOMPKINS WAKE & CO
SOLICITORS
HAMILTON

HAMILTON DISTRICT LAW SOCIETY

5404790 TE

(30)

J. E. G. G. G. G. G.

N30 05'000'000 -

1527 20 A 01

[New Zealand

Approved by the D.L.R., { Wellington No. 504
Auckland No. 271
Taranaki No. 214

Memorandum of Transfer

WHEREAS FRANCIS LEWIS JONES of Tuhikaramea, Farmer (hereinafter referred to as "the Transferor" which term shall unless inconsistent with the context extend to and include the said Francis Lewis Jones and all them his executors administrators and assigns and the registered proprietors for the time being of the hereafter described part of Lot 1 Deposited Plan S.4764 and any part thereof) is
being registered as proprietor
of an estate in fee simple

subject, however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or indorsed hereon, in all those pieces of land situate in the County of Waipa

containing FIRST TWO HUNDRED AND FIFTY

ACRES ONE ROOD THIRTY-FOUR DECIMAL SIX PERCHES (250a.1r.34.6p.) more or less (hereinafter with where the context admits every part thereof referred to as "the dominant tenement") being the residue of Lot 1 Deposited Plan S.4764 after excluding therefrom the land on Deposited Plan S.11769 and being portions of Allotment 365 Parish of Te Rapa and of Allotment 371 Parish of Tuhikaramea and being part of the land comprised and described in Certificate of Title Volume 325 Folio 142 South Auckland Registry AND SECONDLY ONE ACRE AND FOUR-TENTHS OF A PERCH (1a.00.4p.) more or less being Lot 1 on the said Deposited Plan S.11769 and being the residue of the land comprised and described in the said Certificate of Title Volume 325 Folio 142 South Auckland Registry.

AND WHEREAS BRUCE CLARKE of Tuhikaramea, Farmer, (hereinafter referred to as "the Transferee" which term shall unless inconsistent with the context extend to and include the said Bruce Clarke and all them his executors administrators and assigns and the registered proprietors for the time being of the said Lot 1 Deposited Plan S.11769 or of any part thereof and the hereafter described Lot 2 Deposited Plan S.4764 or of any part thereof) is registered as proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situate in the County of Waipa containing ONE HUNDRED AND FOUR ACRES ONE ROOD TWENTY-FIVE PERCHES (104a.1r.25.0p.) more or less being Lot 2 on Deposited Plan S.4764 and being portions of Allotment 365 Parish of Te Rapa and of Allotment 371 Parish of Tuhikaramea and being the whole of the land comprised and described in Certificate of Title Volume 1497 Folio 31 South Auckland Registry AND WHEREAS for the considerations hereinafter appearing the Transferor has agreed to transfer unto the Transferee the said Lot 1 Deposited Plan S.11769 (hereinafter with where

~~Do hereby transfer~~ to the said

the context admits every part thereof referred to as "the first servient tenement") reserving nevertheless unto the Transferor the easement thereover herein-

TRANSFER, MORTGAGE, LEASE,
ASSIGNMENT and AGREEMENT
transferred with date of

15-10-56

Dist. Commissioner of Stamp Duties
HAMILTON

Y. L. J.

66.

after appearing and the Transferee has agreed to grant unto the Transferor the easements over parts of the said Lot 2 Deposited Plan S.4764 hereinafter appearing NOW THEREFORE IN CONSIDERATION of the premises and in consideration of the sum of FIVE HUNDRED DOLLARS (\$500-00) paid to the Transferor by the Transferee (the receipt whereof is hereby acknowledged) the Transferor DOTH HEREBY transfer unto the Transferee all that the estate and interest of the Transferor in and to the said Lot 1 Deposited Plan S.11769 RESERVING NEVERTHELESS unto the Transferor the full free and uninterrupted right and liberty from time to time and at all times to lead and convey water whether drainage seepage soakage rain tempest or storm water through any part of the said Lot 1 Deposited Plan S.11769 for the purpose of draining the same ultimately into the drain (hereinafter referred to as "the main drain") already dug and constructed along that part of Lot 2 Deposited Plan S.4764 as is shown coloured Yellow on the said Plan S.11769 and thereon marked "drainage easement" (such part of the said Lot 2 being hereinafter with where the context admits every part thereof referred to as "the third servient tenement") upon and subject to the terms conditions restrictions and agreements and with the rights and powers and subject to the duties and liabilities specified in the Schedule hereto.

AND IN CONSIDERATION of the premises and in pursuance of the aforesaid recited agreements THE TRANSFEEEE DOT H HEREBY TRANSFER AND GRANT unto the Transferor the full free right and liberty at all times to lead and convey water whether drainage seepage soakage rain tempest or stormwater through any part of that portion of Lot 2 Deposited Plan S.4764 as is shown blue edged blue on the said Deposited Plan S.11769 (hereinafter with where the context admits every part thereof referred to as "the second servient Tenement") for the purpose of discharging the same into the main drain AND to convey such water by means of the main drain situated on the area shown coloured yellow on Deposited Plan S.11769 and being part of Lot 2 on Deposited Plan S.4764 to the culvert already laid and constructed at the northern end of the main drain upon and subject to the terms conditions restrictions and agreements and with the rights and powers specified in the Schedule hereto PROVIDED HOWEVER that nothing whatsoever other than normal and proper drainage operations caused done suffered permitted or omitted by the Transferor whether in pursuance of the powers to him hereby granted or reserved or otherwise howsoever shall affect the liability of the Transferee to any other person or persons and such thing shall be deemed to be the act or omission of the Transferor and the Transferor shall indemnify and save harmless the Transferee

J. L. J.

D. E.

from and against all losses whatsoever and all costs claims demands actions and expenses whatsoever arising from or in consequence of any such thing caused done suffered permitted or omitted as aforesaid to the intent that the Transferee shall be saved and kept harmless and indemnified by the Transferor from and against any such liability as in this proviso mentioned to which he would not have become subject if the easements hereby created had not been created.

TO THE INTENT that the aforesaid easements over the said Lot 1 Deposited Plan S.11769 and parts of the said Lot 2 Deposited Plan S.4764 shall be forever hereafter appurtenant to the dominant ^{tenement} and any part thereof.

IN WITNESS WHEREOF these presents have been executed this 11th day of March 1968.

S C H E D U L E

1. PROVISIONS RELATING TO THE ENJOYMENT OF THE EASEMENTS hereinbefore granted over Lot 1 Deposited Plan S.11769 and the parts Lot 2 Deposited Plan S.4764 coloured blue edged blue and yellow on Deposited Plan S.11769.
 - (a) THE TRANSFEROR or other the registered proprietor or proprietors for the time being of the dominant tenement or any part thereof shall be entitled from time to time and at all times to lead and convey in manner hereinafter appearing such water as is hereinbefore mentioned through and across any part of the first servient tenement and the second servient tenement from the dominant tenement for the purpose of discharging the same into the main drain.
 - (b) SUCH WATER as aforesaid shall be so led and conveyed only by means of properly constructed culverts of a diameter sufficient to carry freely and without flooding all water sought to be discharged thereinto and conveyed thereby and running in a direction at right angles to the main drain or as near thereto as is practicable and such culverts as may be reasonably necessary shall be constructed at the expense in all respects of the Transferor in proper and workmanlike manner to a standard and of a strength or resistance sufficient to carry such water as aforesaid and to withstand at all times the passage thereover of all such stock and also all such vehicles including commercial lorries, dragline excavators, tractors, bulldozers, motor cars, motor trucks, carts and any other vehicle or vehicles whatsoever as may reasonably pass thereover for any reasonable purpose of the Transferee and such culverts shall at the like expense of the Transferor be maintained and kept efficient clean and clear of any obstruction whatsoever and in good order and repair notwithstanding any damage caused by the passage thereover of any stock vehicle or vehicles as aforesaid unless such damage is caused by the wilful neglect or default of the Transferee PROVIDED HOWEVER that the obligations of the Transferor pursuant to this sub-clause shall be carried out with all convenient speed in such manner as to cause as little inconvenience as possible to the Transferee and on completion of construction of any culvert the Transferor

J. L. J.

56.

shall at his own expense restore the surface of the land above the same to its former condition in all respects.

- (c) IMMEDIATELY UPON RECEIPT of notice from the Transferee or his agent that the Transferee desires to commence using the first and or second and or third servient tenements for access purposes the Transferor shall forthwith commence, proceed diligently with and shall within three months from the date of such notice complete the construction of culverts in manner aforesaid at all points where drains whether open or covered at the present time pass through across or under any part of the first, second and/or third servient tenements.
- (d) THE TRANSFEROR shall not without the prior written consent of the registered proprietors for the time being of the first, second and third servient tenements be entitled by any means whatsoever to cause suffer or permit any water whatsoever to flow from the dominant tenement into the main drain save by means of such culverts as are hereinbefore provided for nor to construct any drain in the dominant tenement the purpose or effect or result of which is or may be to collect water and cause it to flow in such a course whether natural or unnatural as will or may lead it towards the eastern boundary of the first servient tenement unless such water flows into a culvert constructed as aforesaid by the Transferor nor to cause do suffer or permit anything whatsoever which may result in the flooding of or damage to the first, second or third servient tenements or the main drain and in the event of his being in breach of the provisions of this sub-paragraph or of the provisions of sub-paragraph (c) of paragraph 1 hereof he shall in all respects indemnify therefrom and from and against all losses costs claims demands actions and expenses arising therefrom the Transferee or other the registered proprietor for the time being of the first, second and/or third servient tenements as the case may be who shall be entitled but not obliged to construct such culverts and otherwise to take such action to remedy such breach as may in his opinion be necessary for the proper disposal of such water and may recover the total costs thereof including the value of his own time and labour from the Transferor as liquidated damages.

2. MAINTENANCE OF MAIN DRAIN

The main drain shall at all times be kept efficient clean clear of any obstructions whatsoever and of sufficient depth and width to convey without flooding from the South-western end thereof to the culvert at the North-eastern end thereof near the end of Higgins Road all such water as may from time to time be sought to be discharged thereinto whether from the said Lot 2 Deposited Plan S. 4764 or any part thereof or from the dominant tenement in exercise of the drainage easement hereinbefore provided for or whether from any boundary drain between the dominant tenement and the said Lot 2 Deposited Plan S. 4764 or whether from any other land owned by the registered proprietor for the time being of the said Lot 2 Deposited Plan S. 4764 and for such purpose shall from time to time as may be necessary be cleaned cleared scoured and if necessary widened and deepened so as to give at all times such full free and perpetual flow as aforesaid to all such water as aforesaid in the direction hereinbefore specified and the costs thereof shall be apportioned and borne and paid as follows:-

- (a) One half of the costs of all such maintenance as aforesaid of the main drain shall be borne by the registered proprietor or proprietors for the time being of the said Lot 2 Deposited Plan S. 4764 or of such parts thereof as may be within the catchment area served by the main drain.

J. L. J. B.C.

- (b) The remaining one half of the costs of all such maintenance as aforesaid shall be borne by the registered proprietor or proprietors for the time being of the dominant tenement or any part thereof and in the event of there being more persons than one liable under this sub-paragraph to bear one half of the costs of all such maintenance as aforesaid the same shall be borne by such persons in the like proportions as between themselves as the North-western boundaries of their respective portions of the dominant tenement and contiguous to the eastern boundary of Lot 1 Deposited Plan S.11769 bear to the length of the main drain encompassed within the third servient tenement.

AND IN THE EVENT of any person under any obligation to pay any of the costs of maintenance of the main drain as in this clause provided neglecting failing or refusing for the space of twenty-eight days after demand for the same has been served upon him by the person doing the work, any other registered proprietor who is liable to bear any portion of the costs may pay the same and immediately thereupon recover the same from such neglecting registered proprietor in full as liquidated damages.

5. GENERAL

- (a) THE MAIN DRAIN shall serve as well the lands owned by the Transferee and the registered proprietor for the time being of the said Lot 2 Deposited Plan S. 4764 or any part thereof or the dominant tenement or any part thereof within the same catchment area as the main drain PROVIDED HOWEVER that the registered proprietors for the time being of the dominant tenement or the said Lot 2 Deposited Plan S. 4764 or any part thereof as aforesaid shall not construct any drain or do or cause or suffer or permit any act or omission whatsoever which shall have the effect of bringing water from a different catchment area to the catchment area served by the main drain.
- (b) IN THE EVENT of any dispute arising between the parties or between any of them the registered proprietors for the time being of all or any part of the dominant tenement or of the first or second or third servient tenements or of the said Lot 2 Deposited Plan S. 4764 or any interest therein the same shall be referred to the arbitration of referees, one to be appointed by each party to the dispute and if such referees cannot agree then to an umpire to be appointed by such referees before entering upon their arbitration and in the event of any party failing within a reasonable time to appoint a referee then the referees appointed by the other parties or as the case may be their umpire shall (after seven days after giving notice of their intention so to do to the party failing to appoint a referee as aforesaid) determine the dispute and this clause shall be deemed to be a submission to arbitration.
- (c) The rights and powers implied herein by the Seventh Schedule to the Land Transfer Act 1952 shall be limited to those specified in paragraphs 3 and 5 of the said Schedule PROVIDED HOWEVER that no line of pipes shall be laid in the main drain without the written consent of all persons for the time being entitled to the use thereof.
- (d) ANY NOTICE made or given pursuant to any of the provisions hereof shall be served in accordance with provisions of Section 152 of the Property Law Act, 1952.

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(f)

IT IS HEREBY FURTHER AGREED AND DECLARED that neither the Transferor nor the Transferee nor any person claiming or deriving title through or under either of them shall be entitled to sell or exchange his respective land or any part thereof for the time being subject to or having appurtenant thereto any of the easements hereby created nor to present for registration nor compel registration of any transfer (including a Transfer in exercise of power of sale contained in any Instrument), transmission or other document whatsoever whereby any interest may be created or disposed of including any caveat supporting any Agreement or unregistered Instrument unless and until he has obtained a Deed of Covenant from the person taking the benefit of such transaction as aforesaid as the case may be and binding the executors administrators assigns and successors respectively as the case may be of such person and made in favour of all those persons for the time being entitled to the benefit of any of the provisions of these presents and their respective executors administrators assigns and successors as the case may be to the effect that the covenantor shall duly and punctually pay perform observe and keep all and singular the payments covenants conditions and restrictions on his part or on the part of his predecessors in title herein contained including this present provision whereby Deeds of Covenant are required.

H. L. Jones

Dunce Clarke.

- (e) IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that notwithstanding anything to the contrary hereinbefore contained or implied, the said FRANCIS LEWIS JONES shall not, so long as he personally remains the registered proprietor of the dominant tenement or of any part thereof be personally liable to pay or contribute towards the cost of any maintenance of the main drain in accordance with provisions hereinbefore appearing but this proviso shall in no way affect the liability of them the registered proprietor or proprietors for the time being other than the said FRANCIS LEWIS JONES personally of the dominant tenement or of any part thereof or of any interest in possession therein or in any part thereof PROVIDED FURTHER that so long as this sub-paragraph applied the said Francis Lewis Jones shall not be entitled to undertake any maintenance on the main drain until he shall have given the Transferee 28 days' written notice of his intention so to do.

all-----estate or interest in the said piece-----of land

In Witness Whereof this Memorandum of Transfer hath been executed
this 8th day of March one thousand nine hundred and sixty-eight.

Signed by the said abovenamed

FRANCIS LEWIS JONES

Fr. L. Jones

as Transferor in the presence of :-

W. A. Martin
W. A. Martin
W. A. Martin

SIGNED by the abovenamed

BRUCE CLARKE

as Transferee in the presence
of :-

W. A. Martin
W. A. Martin
W. A. Martin

Bruce Clarke

404790

REGISTERED IN
TRIPLICATE

No.

Correct for the purposes of the Land Transfer Act

TRANSFER

[Signature]

Solicitor of the Supreme Court
of New Zealand.
for Transferee

FRANCIS LEWIS JONES

TRANSFEROR.

BRUCE CLARKE

TRANSFEEEE.

H888282.5 Transfer merging the
easement created by the within
Transfer as to lot 1 DPS 51437
(CT 44A/639) appurtenant to lot 2
DPS 4764 (CT 1497/31) - 26.7.1987
at 12.00 pm B. Lloyd
A.R.

Particulars entered in the Register-book, Vol. 325

Folio 142 and 1447/31
the 29th day of May
1968 at 10.40 o'clock.



[Signature]
District Land Registrar
of the District of South Auckland.

LAND & DEEDS	
Nature:	Transferring Easements
Firm:	Sandford McBrean & Partners
22 MAY 1968	
Time:	11.20
Fee:	2.00
Abstract No.	6239

SANDFORD, MCBREEN & PARTNERS,
STRANG AND FERGUSON
SOLICITORS,
HAMILTON, N.Z.

LAND & DEEDS	
Nature:	Refers
Firm:	Sandford McBrean & Partners
29 MAY 1968	
Time:	10.40
Fee:	
Abstract No.	6484

82/666

LV 1 D.P.S. 11769
area 1-0-00.4p

Prallor 365 Te Rapa
Parish a PV allot
371 Tukikoroa
Parish.
Blk. I Hamilton S.D.

@ 19/6/68

subject to drainage easement
Equestrian
[Signature]

Sandford McBrean
12/13/68

