



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

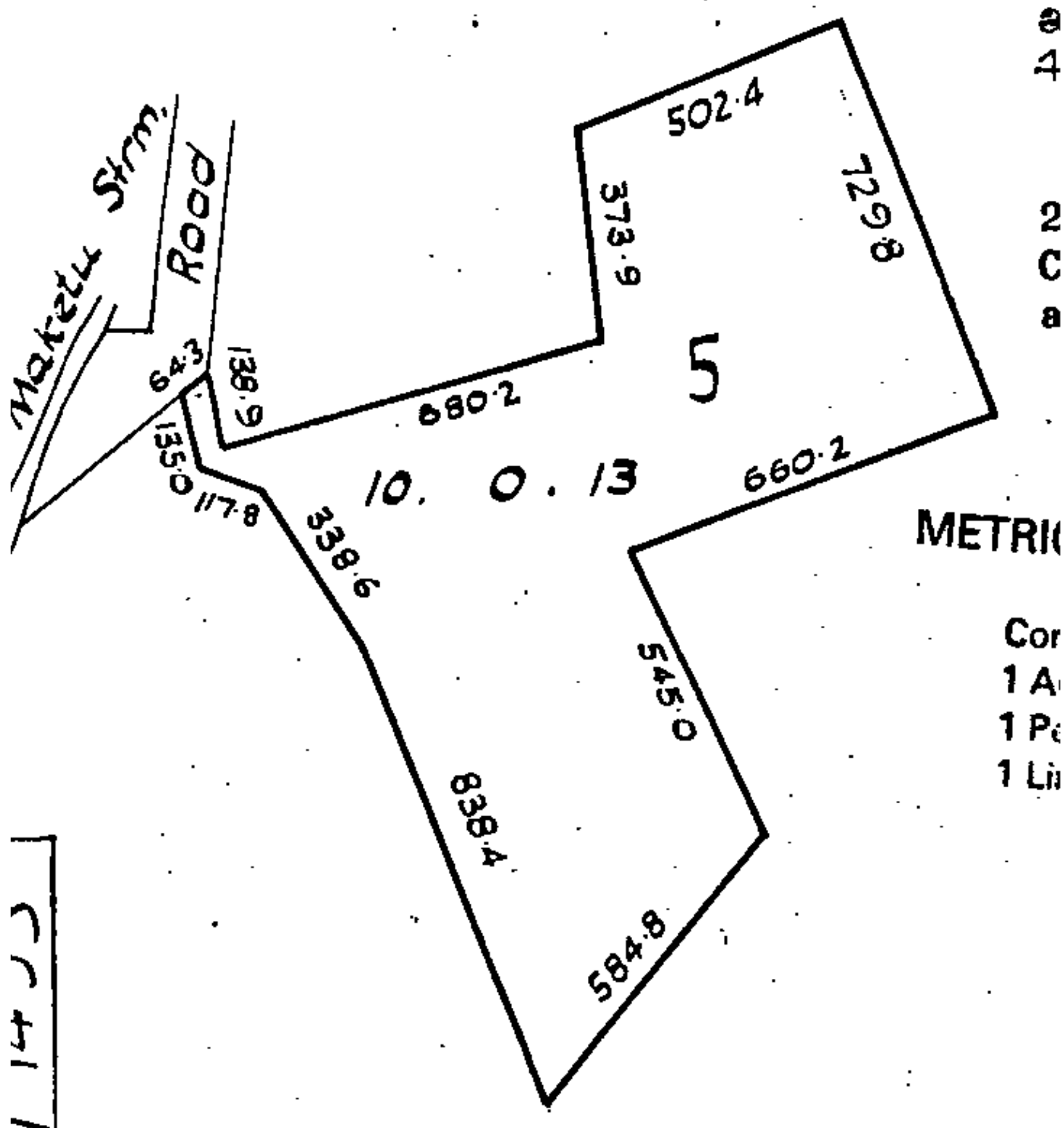
Identifier **NA11C/1493**
Land Registration District **North Auckland**
Date Issued 16 March 1967

Prior References
NA812/30

Estate Fee Simple
Area 4.0797 hectares more or less
Legal Description Lot 5 Deposited Plan 57466

Registered Owners
Kiwi Property Holdings No. 2 Limited

Interests





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Registrar-General
of Land

Identifier **NA11C/1490**
Land Registration District **North Auckland**
Date Issued 16 March 1967

Prior References

NA812/30

Estate Fee Simple
Area 4.5375 hectares more or less
Legal Description Lot 2 Deposited Plan 57466

Registered Owners

Kiwi Property Holdings No. 2 Limited

Interests

Fitzgerald Road

50.7

181.0

METRIC AREA IS

4.537
4.53751

Conversion Factors:

1 Acre = 4046m²1 Perch = 25.29m²

1 Link = .2012 metrea

28390

1125.0

2

11.

0.

34

751.4

5450

617.8



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Identifier **NA11C/1491**
Land Registration District **North Auckland**
Date Issued 16 March 1967

Prior References
NA812/30

Estate Fee Simple
Area 4.0519 hectares more or less
Legal Description Lot 3 Deposited Plan 57466

Registered Owners
Kiwi Property Holdings No. 2 Limited

Interests

A
Fitzgerald Road

560.4

3 02

1011.1

562.5

THE AREA IS 4.0519 ha

Conversion Factors:

1 Acre = 4046m²

1 Perch = 25.29m²

1 Link = .2012 metres



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Identifier **NA11C/1492**
Land Registration District **North Auckland**
Date Issued 16 March 1967

Prior References
NA812/30

Estate Fee Simple
Area 4.0519 hectares more or less
Legal Description Lot 4 Deposited Plan 57466

Registered Owners
Kiwi Property Holdings No. 2 Limited

Interests

872

27 H 32

Fitzgerald Rd

560.4

Conversion Factors:

1 Acre = 4046m²1 Perch = 25.29m²

1 Link = 2012 metres

4

10.0.02

1811.5

1811.1

562.5



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Registrar-General
of Land

Identifier **NA55D/643**
Land Registration District **North Auckland**
Date Issued 13 February 1984

Prior References
NA53A/1350

Estate Fee Simple
Area 1.6025 hectares more or less
Legal Description Lot 1 Deposited Plan 101367

Registered Owners
Kiwi Property Holdings No. 2 Limited

Interests



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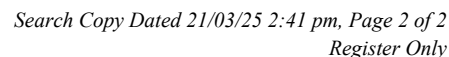
Identifier **NA57B/1238**
Land Registration District **North Auckland**
Date Issued 14 July 1986

Prior References
NA11/168

Estate Fee Simple
Area 1179 square metres more or less
Legal Description Lot 7 Deposited Plan 102224

Registered Owners
Kiwi Property Holdings No. 2 Limited

Interests





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R.W. Muir
Registrar-General
of Land

Identifier **NA9B/644**
Land Registration District **North Auckland**
Date Issued 08 August 1966

Prior References
NA1016/140

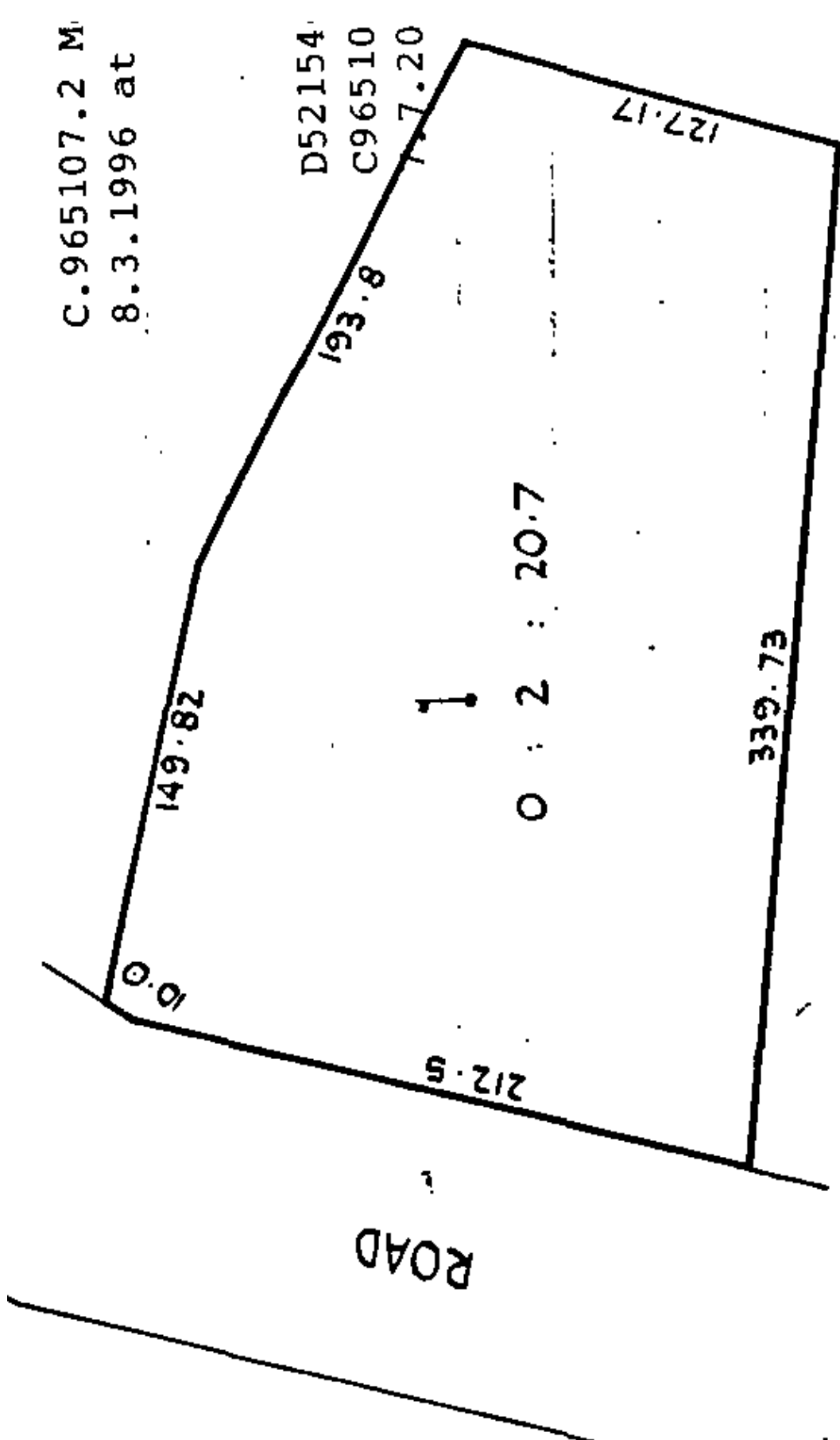
Estate Fee Simple
Area 2547 square metres more or less
Legal Description Lot 1 Deposited Plan 56120

Registered Owners
Kiwi Property Holdings No. 2 Limited

Interests

C.965107.2 M.
8.3.1996 at

D52154
C96510
177.20





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 R.W. Muir
 Registrar-General
 of Land

Identifier **NA99D/320**
Land Registration District **North Auckland**
Date Issued 18 April 1996

Prior References

NA89D/287 NA89D/288

Estate Fee Simple
Area 4.1394 hectares more or less
Legal Description Lot 8 Deposited Plan 165262

Registered Owners

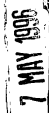
Kiwi Property Holdings No. 2 Limited

Interests

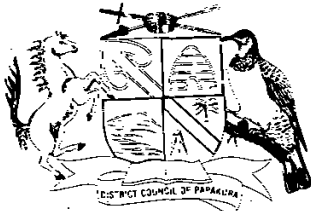
C981248.4 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 18.4.1996 at 11.09 am

Appurtenant hereto is a water supply right specified in Easement Certificate D006085.1 - 11.6.1996 at 3.36 pm

The easement specified in Easement Certificate D006085.1 is subject to Section 243 (a) Resource Management Act 1991



C 981248.4 CONO



DISTRICT COUNCIL OF PAKAKURA

COUNCIL CHAMBERS, COLES CRESCENT
PRIVATE BAG 7, PAKAKURA, NEW ZEALAND
PHONE (09) 299 8870. FAX (09) 298 1906

86:WPPLAN
16/93/43

15 April 1996

RESOLUTION OF LOCAL AUTHORITY UNDER SECTION 243 OF THE RESOURCE MANAGEMENT ACT 1991

DP 165262

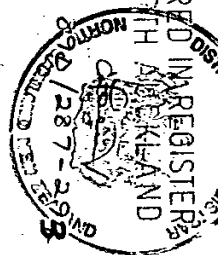
THE PAKAKURA DISTRICT COUNCIL hereby resolves that the Water Supply easements labelled A, B, C and D on DP 150451 may be surrendered, and accordingly revokes pursuant to Section 243(e) of the Resource Management Act 1991 its condition of approval of DP 150451 which required the granting or reserving of those Water Supply easements subject to the deposit of DP 165262.

Dated the 15 day of April 1996

Garry Maskill
Director of Regulation and Planning

11.09 18.APR96 C 981248-1

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
ASOT LAND



D006085.1 EC

Approved by the District Land Registrar, South Auckland No. 351560
Approved by the District Land Registrar, North Auckland, No. 4380/81
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

~~XXX~~ Robert Flanagan Limited *at PALAKURA.*

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at North Auckland on the 18th day of April 1996 under No. 165262 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO.

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of way	Lot 5 <i>X</i>	A	Lot 6 <i>X</i>	99D/317
Electricity and Communications	Lot 5 <i>X</i>	A	Lot 6 <i>X</i>	99D/317
Water Supply	Lot 1 <i>✓</i>	B	Lots 2, 3, 4, 5, 7 & 8 <i>X</i>	99D/313
	Lot 8 <i>✓</i>	C	Lots 3 & 5 <i>✓</i>	99D/320
	Lot 3 <i>X</i>	D	Lot 5 <i>X</i>	99D/315
	Lot 9 <i>X</i>	E	Lot 5 <i>X</i>	99D/314

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

1. Rights and powers:

1. Interpretation

In this Easement Certificate unless the context otherwise requires:

"**The Certificate**" means this Easement Certificate (including these conditions) as it may be varied from time to time.

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

"**Dominant Land**" in relation to any easement means the land described in the schedule to which the relevant easement is appurtenant.

"**Easement**" means any easement recorded by this Certificate.

"**Right of Way**" means that having the land described in the Schedule as being subject to a Right of Way Easement.

"**Right to Convey Electricity and Communication**" means that part of the land described in the Schedule as being subject to a Electricity and Communications Easement.

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

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

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

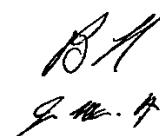
"**The Grantor**" in relation to each easement means the registered proprietor for the time being of the Servient land which is subject to the relevant easement.

"**The Plan**" means deposited Plan No. 165262 (North Auckland Registry).

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

"**Water Supply Area**" means that part of the land described in the Schedule as being subject to a Water Supply Easement.

"**Water Supply Easement**" means the rights recorded by this Certificate in relation to each Water Supply area.



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2. GENERAL PROVISIONS RELATING TO EASEMENTS

The following provisions are applicable to the Easements recorded by this Certificate:

- (a) Each Grant shall be for all time.

No power is implied in respect of any easement for the grantor to determine the easement for breach of any provision in this Certificate (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.

If any party ("**the defaulting party**") neglects or refuses to perform or join with the other party ("**the other party**") in performing any obligation under this Certificate the following provisions shall apply.

- (i) The other party may serve upon the defaulting party a written notice ("**a Default Notice**") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven (7) days from service of the Default Notice the other party may perform such obligation.
- (ii) If at the expiry of the Default Notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
 - (iii) Perform such obligation.
 - (iv) For that purpose enter the relevant Servient Land or Dominant Land and carry out any work.
 - (v) The defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of the costs incurred in performing such obligation.
 - (vi) The other party may recover from the defaulting party as a liquidated debt any monies payable pursuant to this sub-clause.
- (d) The Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to any easement.
- (e)
 - (i) The Grantee may for the purpose of complying with any obligation of the Grantee under this Certificate in relation to any easement:
 - (ii) Enter the Servient Land with or without agents, servants, contractors and workmen with all necessary tools, implements, machinery, vehicles or equipment.



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- (iii) Remain on the Servient Land for such time as is reasonable for the purposes of performing such obligation.
- (iv) In exercising any rights under this sub-clause the Grantee shall:
- (v) Causes as little damage, disturbance, inconvenience and interruption to the Servient Land and to the use of the Servient Land as is reasonably necessary and effect all work necessary with reasonable despatch; and
- (vi) Forthwith make good any damage done to the Servient Land and to the occupier of the Servient Land.

3. RIGHTS AND POWER OF WATER SUPPLY:

The right for the Grantee and other authorised persons (in common with the grantor and all other having the like right):

- (a) To convey and lead water in the approved quantities in free and unimpeded flow (except during any periods of necessary cleansing, renewal and/or repair) from the bore situated on Lot 1 on the said Deposited Plan by means of water pipes laid or to be laid under the surface of or through or across those parts of the Servient land marked B, C, D, E the Deposited Plan.
- (b) To enter upon the Servient land with or without engineers, tradesmen and workmen and with or without any necessary vehicles, implements, tools, pipes and materials of any kind for the purposes of laying, maintaining, inspecting, cleansing and repairing and renewing the said line of pipes and opening up the soil of the Servient land as may be necessary for these purposes.
- (c) The registered proprietor of Lot 1 on the said Deposited Plan shall within sixty (60) days of settlement of the sale of the Dominant lands instal and connect to the Water supply at their sole cost a reservoir tank on the said Lot 1 with capacity of not less than 2,000 litres.
- (d) The Grantee shall at the Grantee's sole cost forthwith instal water flow meters on the water supply pipeline at the boundary of the Servient and Dominant lands to measure the flow of water to the Dominant lands and the use thereof by the Grantee. The Grantee shall at all times keep the said water flow meter in good repair and working condition.
- (e) The costs of repairs, replacement, maintenance, electricity and all running costs of the pump servicing the water supply system shall be borne by the Grantee with such costs being calculated as the percentage of the Grantees usage of water as measured by the water flow meters bears to the total usage of water such total usage to be measured by a flow meter located on the pipeline at the boundary of the Servient and Dominant Land.

BH
J.M. D

4. MUTUAL COVENANTS

4.1 The Grantor covenants with the Grantee and the Grantee covenants with the Grantor as follows:

- a. The Grantor grants unto the Grantee the right to take such water as may be available from the bore and does not represent an obligation on the Grantor to supply water in the event that the water should be unavailable in or from the bore for any reasonable cause.

5. RIGHTS AND POWER OF ELECTRICITY AND COMMUNICATIONS:

- (a) The right to free and uninterrupted passage and running of **ELECTRICITY POWER SUPPLY AND TELEPHONE** to and from the land through, over and under the Servient land wires, cables, and all other conducting media which are now or are to be laid in, through over or under the Servient Land for the use and enjoyment of the Dominant land.
- (b) The right for the Grantee of the Dominant land and persons authorised by the Grantee, to enter on the Servient Land with or without workers, materials, and specialist services for the purposes of repairing, maintaining, renewing and relaying or removing any such wires, cables, and all other conducting media, the person exercising such right causing as little damage and inconvenience as reasonable practicable in so doing and making good immediately any damage caused to the servient land.

4. ARBITRATION

Any dispute which may arise as to the liability of any party or the construction or interpretation of this certificate shall be determined by arbitration in accordance with the provisions of the arbitration Act 1908 or any Act passed in substitution therefore or any amendment therefore and this clause of this instrument shall be deemed to be a submission within the meaning of that Act.

BA
G.M. 4

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

The right and power in this easement are in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952

Dated this 28th day of

May 1996

Signed by the above-named
Common Seal of
ROBERT FLANAGAN LIMITED

in the presence of

Witness

Occupation

Address

B. Holm
G.M. Flanagan

Barbara Holmes
Tweede
Darech

Maurice Flanagan.

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act



Solicitor for the registered proprietor

① EC \$25
dop 25
+ 25
50

JOHNSTON PRICHARD FEE & PARTNERS
BARRISTERS & SOLICITORS
AUCKLAND

#100 n/s B 826415.2
C15 99D/313

336 11 JUN 96 006085
PARTICULARS ENTERED IN THE
LAND REGISTRY

99D/313
99D/314
99D/315
99D/316
99D/317
99D/318
99D/319
99D/320





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R.W. Muir
Registrar-General
of Land

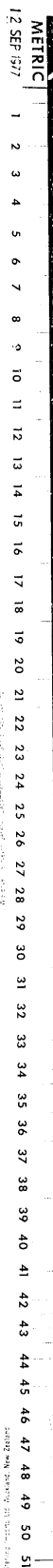
Identifier **NA37B/102**
Land Registration District **North Auckland**
Date Issued 31 August 1977

Prior References
NA20A/849

Estate Fee Simple
Area 1305 square metres more or less
Legal Description Lot 1 Deposited Plan 80559

Registered Owners
Kiwi Property Holdings No. 2 Limited

Interests





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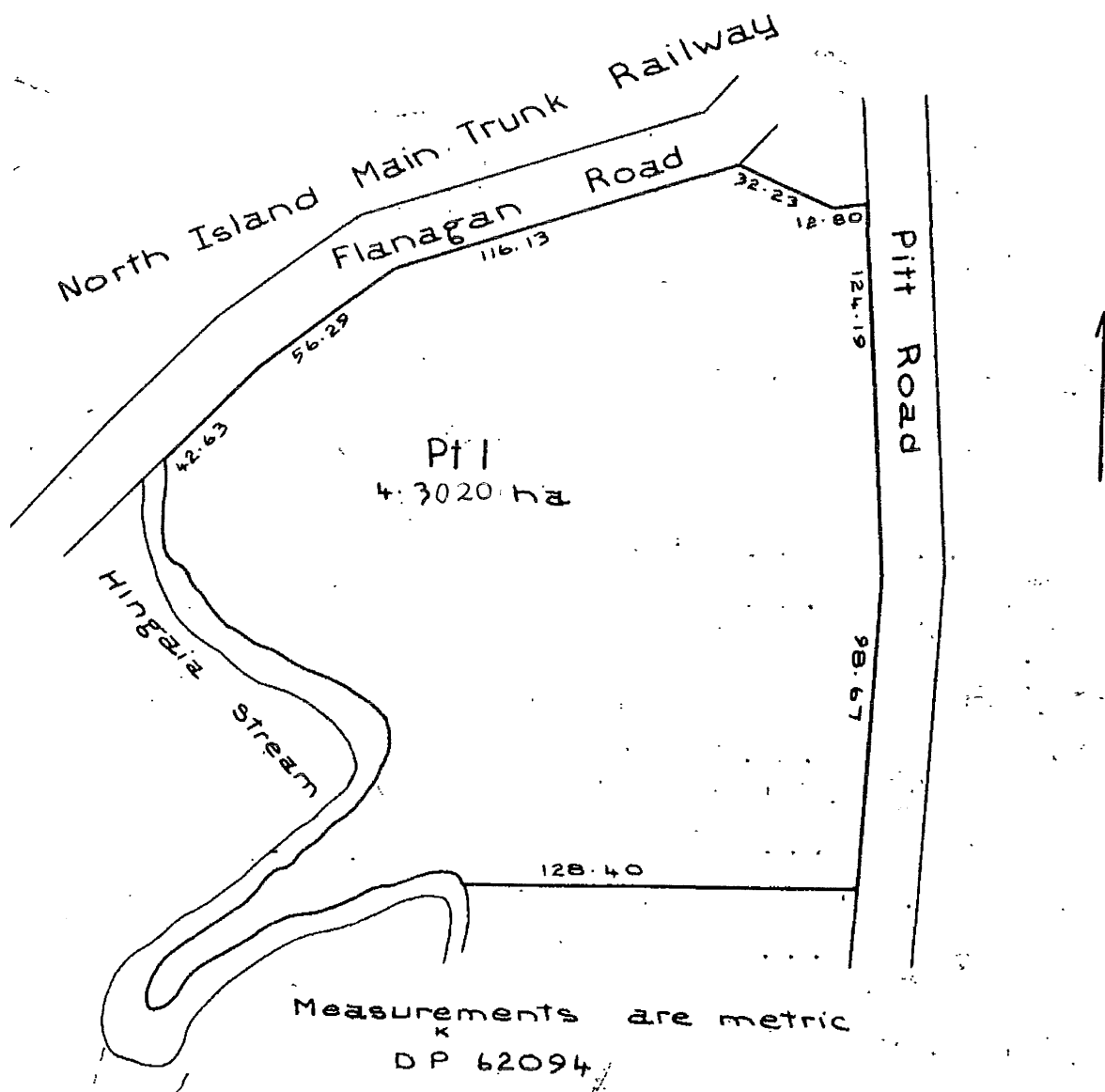

R.W. Muir
Registrar-General
of Land

Identifier **NA40C/357**
Land Registration District **North Auckland**
Date Issued 31 August 1977

Prior References
NA20A/849

Estate Fee Simple
Area 4.3020 hectares more or less
Legal Description Part Lot 1 Deposited Plan 62094
Registered Owners
Kiwi Property Holdings No. 2 Limited

Interests
Subject to Section 59 Land Act 1948 (affects Allotment 312 Parish of Opaheke)





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

Identifier **NA99D/313**
Land Registration District **North Auckland**
Date Issued 18 April 1996

Prior References

89D/287-291

Estate Fee Simple
Area 12.1077 hectares more or less
Legal Description Lot 1 Deposited Plan 165262

Registered Owners

Kiwi Property Holdings No. 2 Limited

Estate Fee Simple - 1/6 share
Area 2082 square metres more or less
Legal Description Lot 10 Deposited Plan 165262

Registered Owners

Kiwi Property Holdings No. 2 Limited

Interests

Subject to Section 241(2) Resource Management Act 1991

C981248.4 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 18.4.1996 at 11.09 am

C981248.5 Resolution pursuant to Section 321(3) (c) Local Government Act 1974 - 18.4.1996 at 11.09 am

Subject to a water supply right over part marked B on DP 165262 specified in Easement Certificate D006085.1 - 11.6.1996 at 3.36 pm (affects Lot 1 DP 165262)

The easements specified in Easement Certificate D006085.1 are subject to Section 243 (a) Resource Management Act 1991

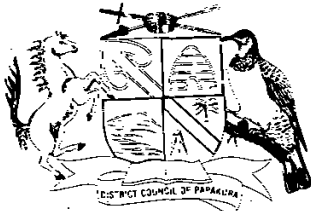
Subject to a right to convey electricity and telecommunications over part marked G on Dp 165262 created by Transfer D366527.1 - 11.3.1999 at 9.15 am

Appurtenant hereto are rights to convey electricity and telecommunications created by Transfer D366527.1 - 11.3.1999 at 9.15 am

13036602.1 Surrender of the water supply right created by Easement Certificate D006085.1 appurtenant to Lot 2 DP 16562 - 10.3.2025 at 8:32 am



C 981248.4 CONO



DISTRICT COUNCIL OF PAKAKURA

COUNCIL CHAMBERS, COLES CRESCENT
PRIVATE BAG 7, PAKAKURA, NEW ZEALAND
PHONE (09) 299 8870. FAX (09) 298 1906

86:WPPLAN
16/93/43

15 April 1996

RESOLUTION OF LOCAL AUTHORITY UNDER SECTION 243 OF THE RESOURCE MANAGEMENT ACT 1991

DP 165262

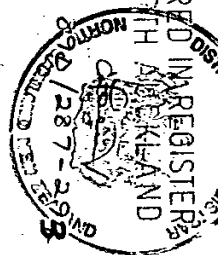
THE PAKAKURA DISTRICT COUNCIL hereby resolves that the Water Supply easements labelled A, B, C and D on DP 150451 may be surrendered, and accordingly revokes pursuant to Section 243(e) of the Resource Management Act 1991 its condition of approval of DP 150451 which required the granting or reserving of those Water Supply easements subject to the deposit of DP 165262.

Dated the 15 day of April 1996

Garry Maskill
Director of Regulation and Planning

11.09 18.APR96 C 981248-1

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
ASOT LAND



D006085.1 EC

Approved by the District Land Registrar, South Auckland No. 351560
Approved by the District Land Registrar, North Auckland, No. 4380/81
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

~~XXX~~ Robert Flanagan Limited *at PALAKURA.*

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at North Auckland on the 18th day of April 1996 under No. 165262 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO.

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of way	Lot 5 <i>X</i>	A	Lot 6 <i>X</i>	99D/317
Electricity and Communications	Lot 5 <i>X</i>	A	Lot 6 <i>X</i>	99D/317
Water Supply	Lot 1 <i>✓</i>	B	Lots 2, 3, 4, 5, 7 & 8 <i>X</i>	99D/313
	Lot 8 <i>✓</i>	C	Lots 3 & 5 <i>✓</i>	99D/320
	Lot 3 <i>X</i>	D	Lot 5 <i>X</i>	99D/315
	Lot 9 <i>X</i>	E	Lot 5 <i>X</i>	99D/314

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

1. Rights and powers:

1. Interpretation

In this Easement Certificate unless the context otherwise requires:

"**The Certificate**" means this Easement Certificate (including these conditions) as it may be varied from time to time.

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

"**Dominant Land**" in relation to any easement means the land described in the schedule to which the relevant easement is appurtenant.

"**Easement**" means any easement recorded by this Certificate.

"**Right of Way**" means that having the land described in the Schedule as being subject to a Right of Way Easement.

"**Right to Convey Electricity and Communication**" means that part of the land described in the Schedule as being subject to a Electricity and Communications Easement.

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

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

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

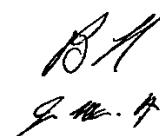
"**The Grantor**" in relation to each easement means the registered proprietor for the time being of the Servient land which is subject to the relevant easement.

"**The Plan**" means deposited Plan No. 165262 (North Auckland Registry).

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

"**Water Supply Area**" means that part of the land described in the Schedule as being subject to a Water Supply Easement.

"**Water Supply Easement**" means the rights recorded by this Certificate in relation to each Water Supply area.



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2. GENERAL PROVISIONS RELATING TO EASEMENTS

The following provisions are applicable to the Easements recorded by this Certificate:

- (a) Each Grant shall be for all time.

No power is implied in respect of any easement for the grantor to determine the easement for breach of any provision in this Certificate (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.

If any party ("**the defaulting party**") neglects or refuses to perform or join with the other party ("**the other party**") in performing any obligation under this Certificate the following provisions shall apply.

- (i) The other party may serve upon the defaulting party a written notice ("**a Default Notice**") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven (7) days from service of the Default Notice the other party may perform such obligation.
- (ii) If at the expiry of the Default Notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
 - (iii) Perform such obligation.
 - (iv) For that purpose enter the relevant Servient Land or Dominant Land and carry out any work.
 - (v) The defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of the costs incurred in performing such obligation.
 - (vi) The other party may recover from the defaulting party as a liquidated debt any monies payable pursuant to this sub-clause.
- (d) The Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to any easement.
- (e)
 - (i) The Grantee may for the purpose of complying with any obligation of the Grantee under this Certificate in relation to any easement:
 - (ii) Enter the Servient Land with or without agents, servants, contractors and workmen with all necessary tools, implements, machinery, vehicles or equipment.



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- (iii) Remain on the Servient Land for such time as is reasonable for the purposes of performing such obligation.
- (iv) In exercising any rights under this sub-clause the Grantee shall:
- (v) Causes as little damage, disturbance, inconvenience and interruption to the Servient Land and to the use of the Servient Land as is reasonably necessary and effect all work necessary with reasonable despatch; and
- (vi) Forthwith make good any damage done to the Servient Land and to the occupier of the Servient Land.

3. RIGHTS AND POWER OF WATER SUPPLY:

The right for the Grantee and other authorised persons (in common with the grantor and all other having the like right):

- (a) To convey and lead water in the approved quantities in free and unimpeded flow (except during any periods of necessary cleansing, renewal and/or repair) from the bore situated on Lot 1 on the said Deposited Plan by means of water pipes laid or to be laid under the surface of or through or across those parts of the Servient land marked B, C, D, E the Deposited Plan.
- (b) To enter upon the Servient land with or without engineers, tradesmen and workmen and with or without any necessary vehicles, implements, tools, pipes and materials of any kind for the purposes of laying, maintaining, inspecting, cleansing and repairing and renewing the said line of pipes and opening up the soil of the Servient land as may be necessary for these purposes.
- (c) The registered proprietor of Lot 1 on the said Deposited Plan shall within sixty (60) days of settlement of the sale of the Dominant lands instal and connect to the Water supply at their sole cost a reservoir tank on the said Lot 1 with capacity of not less than 2,000 litres.
- (d) The Grantee shall at the Grantee's sole cost forthwith instal water flow meters on the water supply pipeline at the boundary of the Servient and Dominant lands to measure the flow of water to the Dominant lands and the use thereof by the Grantee. The Grantee shall at all times keep the said water flow meter in good repair and working condition.
- (e) The costs of repairs, replacement, maintenance, electricity and all running costs of the pump servicing the water supply system shall be borne by the Grantee with such costs being calculated as the percentage of the Grantees usage of water as measured by the water flow meters bears to the total usage of water such total usage to be measured by a flow meter located on the pipeline at the boundary of the Servient and Dominant Land.

BH
J.M. D

4. MUTUAL COVENANTS

4.1 The Grantor covenants with the Grantee and the Grantee covenants with the Grantor as follows:

- a. The Grantor grants unto the Grantee the right to take such water as may be available from the bore and does not represent an obligation on the Grantor to supply water in the event that the water should be unavailable in or from the bore for any reasonable cause.

5. RIGHTS AND POWER OF ELECTRICITY AND COMMUNICATIONS:

- (a) The right to free and uninterrupted passage and running of **ELECTRICITY POWER SUPPLY AND TELEPHONE** to and from the land through, over and under the Servient land wires, cables, and all other conducting media which are now or are to be laid in, through over or under the Servient Land for the use and enjoyment of the Dominant land.
- (b) The right for the Grantee of the Dominant land and persons authorised by the Grantee, to enter on the Servient Land with or without workers, materials, and specialist services for the purposes of repairing, maintaining, renewing and relaying or removing any such wires, cables, and all other conducting media, the person exercising such right causing as little damage and inconvenience as reasonable practicable in so doing and making good immediately any damage caused to the servient land.

4. ARBITRATION

Any dispute which may arise as to the liability of any party or the construction or interpretation of this certificate shall be determined by arbitration in accordance with the provisions of the arbitration Act 1908 or any Act passed in substitution therefore or any amendment therefore and this clause of this instrument shall be deemed to be a submission within the meaning of that Act.

BA
G.M. 4

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

The right and power in this easement are in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952

Dated this 28th day of

May 1996

Signed by the above-named
Common Seal of
ROBERT FLANAGAN LIMITED

in the presence of

Witness

Occupation

Address

B. Holm
G.M. Flanagan

Barbara Holmes
Tweede
Darech

Maurice Flanagan.

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act



Solicitor for the registered proprietor

① EC \$25
dop 25
+ 25
50

JOHNSTON PRICHARD FEE & PARTNERS
BARRISTERS & SOLICITORS
AUCKLAND

#100 m/s

B 826415.2

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PARTICULARS ENTERED IN THE
LAND REGISTRY 11/07/96

336 11 JUN 96 006085



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TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

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

Land Registration District

North Auckland

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

(Continued on Page 2 of Annexure Schedule)

Transferor Surnames must be underlined

(Continued on Page 2 of Annexure Schedule)

Transferee Surnames must be underlined

(Continued on Pages 2 and 3 of Annexure Schedule)

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

Right to Convey Electricity and Telecommunications
(Continued on Pages 3, 4 and 5 of Annexure Schedule)

Consideration

\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created. (Continued on Page 5 of Annexure Schedule)

Dated this 2nd day of December 19 98

Attestation

Signed in my presence by the Transferor
Signature of Witness

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

Witness name

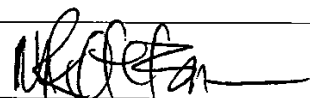
Occupation

Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)



Solicitor for the Transferee

Annexure Schedule

insert below

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

TRANSFER

Dated

02/12/98

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Pages

Continuation of "Certificate of Title No."

- | | | | |
|----|-----|-------|-----|
| 1. | 99D | 319 | All |
| 2. | 99D | 313 ✓ | All |
| 3. | 99D | 316 ✓ | All |
| 4. | 99D | 314 ✓ | All |
| 5. | 99D | 317 ✓ | All |
| 6. | 99D | 317 | All |
| 7. | 99D | 314 | All |
| | 99D | 315 ✓ | All |

Continuation of "Transferor"

DEAN GORDON EGGERS and TRACEY SHAREE EGGERS as registered proprietors of the First Land described in Schedule A;

ROBERT TERENCE FLANAGAN and MARGARET ANNE FLANAGAN as registered proprietors of the Second Land described in Schedule A;

PAUL CHARLES RAVEN and SANDRA MARGARET COZENS as registered proprietors of the Third Land described in Schedule A;

MAXWELL CHARLES LAND and GAYLEEN LAND as registered proprietors of the Fourth Land described in Schedule A;

ROBERT FLANAGAN LIMITED as registered proprietor of the Fifth Land described in Schedule A;

MAXWELL CHARLES LAND and GAYLEEN LAND (as to a one-half share) and ROBERT FLANAGAN LIMITED (as to a one-half share) as tenants in common in the said shares as registered proprietors of the Sixth Land described in Schedule A.

Continuation of "Transferee"

ROBERT TERENCE FLANAGAN and MARGARET ANNE FLANAGAN as registered proprietors of the Seventh Land described in Schedule A;

MAXWELL CHARLES LAND and GAYLEEN LAND as registered proprietors of the Eighth Land described in Schedule A;

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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

TRANSFER

Dated

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Pages

ROBERT FLANAGAN LIMITED as registered proprietor of the Ninth Land described in Schedule A;

PAUL CHARLES RAVEN and SANDRA MARGARET COZENS as registered proprietors of the Tenth Land described in Schedule A;

ROBERT FLANAGAN LIMITED as registered proprietor of the Eleventh Land described in Schedule A;

JOY ANNE CEDERMAN and GARY NORMAN CEDERMAN as registered proprietors of the Twelfth Land described in Schedule A; and

DEAN GORDON EGGERS and TRACEY SHAREE EGGERS as registered proprietors of the Thirteenth Land described in Schedule A.

Continuation of "Estate or Interest to be created:"

DEFINITIONS

1. In this transfer unless the context otherwise requires:

- 1.1 the "Servient Land" in relation to any easement means the First to Sixth Lands described in Schedule A; and
- 1.2 the "Dominant Land" in relation to any easement means the Seventh to Thirteenth Lands described in Schedule A.

RIGHT TO CONVEY ELECTRICITY AND TELECOMMUNICATIONS

2. The right to convey electricity and telecommunications is the right of the Transferees, their tenants, agents, tradespersons, licensees and invitees (in common with the Transferors, their tenants and any other persons lawfully entitled to do so):
 - 2.1 to free and uninterrupted passage and running of electricity power supply and telephone to and from the land through, over and under the Servient Land wires, cables and all other conducting media which are now or are to be laid in, through, over or under the Servient Land for the use and enjoyment of the Dominant Land; and
 - 2.2 for the Transferee of the Dominant Land and persons authorised by the Transferee to enter on the Servient Land with or without workers, materials and specialist

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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

TRANSFER

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services for the purposes of repairing, maintaining, renewing and relaying or removing any such wires, cables and all other conducting media, the person exercising such right causing as little damage and inconvenience as reasonable practicable in doing so and making good immediately any damage caused to the Servient Land.

GENERAL COVENANTS

3. The following conditions are applicable to the easements created by this Transfer:

- 3.1 No power is implied in respect of any easement for the Transferor to determine the easement for breach of any provision in this Certificate (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.
- 3.2 If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this Transfer the following provisions shall apply:
- (i) the other party may serve upon the defaulting party a written notice (a "default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven (7) days from service of the default notice the other party may perform such obligation.
 - (ii) if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
 - (a) perform such obligation.
 - (b) for that purpose enter the relevant Servient Land or Dominant Land and carry out any work.
 - (iii) the defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of the costs incurred in performing such obligation.
 - (iv) the other party may recover from the defaulting party as a liquidated debt any monies payable pursuant to this sub-clause.
- 3.3 The Transferor shall not do any act which impedes, interferes with or restricts the rights of the Transferee and other authorised persons in relation to any easement.

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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

TRANSFER

Dated

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3.4 The Transferee may for the purpose of complying with any obligation of the Transferee under this Transfer in relation to any easement:

- (i) enter the Servient Land with or without agents, servants, contractors and workmen with all necessary tools, implements, machinery, vehicles or equipment.
- (ii) remain on the Servient Land for such time as is reasonable for the purposes of performing such obligation.

3.5 In exercising any rights under this sub-clause the Transferee shall:

- (i) cause as little damage, disturbance, inconvenience and interruption to the Servient Land and to the use of the Servient Land as is reasonably necessary and effect all work necessary with reasonable despatch; and
- (ii) forthwith make good any damage done to the Servient Land and to the occupier of the Servient Land.

ARBITRATION

4. Any dispute which may arise as to the liability of any party or the construction or interpretation of this Transfer shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1996 or any Act passed in substitution thereof or any amendment thereof and this clause of this instrument shall be deemed to be a submission within the meaning of the Act.

Continuation of "Operative Clause"

For the above consideration (receipt of which is acknowledged) the Transferors hereby transfer and grant to the Transferees those easements as set out in Schedule B.

The grant of the easement rights shall be forever appurtenant to each and every part of the Dominant Land.

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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

TRANSFER

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SCHEDULE A

THE FIRST LAND being Lot 7 on DP165262 and being all that land comprised and described in Certificate of Title 99D/319;

THE SECOND LAND being Lot 1 on DP165262 and being all that land comprised and described in Certificate of Title 99D/313;

THE THIRD LAND being Lot 4 on DP165262 and being all that land comprised and described in Certificate of Title 99D/316;

THE FOURTH LAND being Lot 2 on DP165262 and being all that land comprised and described in Certificate of Title 99D/314;

THE FIFTH LAND being Lot 5 on DP165262 and being all that land comprised and described in Certificate of Title 99D/317;

THE SIXTH LAND being Lot 9 on DP165262 and being two undivided one-half shares held in Certificates of Title 99D/314 and 99D/315;

THE SEVENTH LAND being Lot 1 on DP165262 and being all that land comprised and described in Certificate of Title 99D/313;

THE EIGHTH LAND being Lot 2 on DP165262 and being all that land comprised and described in Certificate of Title 99D/314;

THE NINTH LAND being Lot 3 on DP165262 and being all that land comprised and described in Certificate of Title 99D/315;

THE TENTH LAND being Lot 4 on DP165262 and being all that land comprised and described in Certificate of Title 99D/316;

THE ELEVENTH LAND being Lot 5 on DP165262 and being all that land comprised and described in Certificate of Title 99D/317;

THE TWELFTH LAND being Lot 6 on DP165262 and being all that land comprised and described in Certificate of Title 99D/318; and

THE THIRTEENTH LAND being Lot 7 on DP165262 and being all that land comprised and described in Certificate of Title 99D/319.

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Annexure Schedule

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

TRANSFER

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SCHEDULE B

DEPOSITED PLAN NO. 165262

Nature of Easement (e.g Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to convey electricity and Telecommunications	Lot 7	F	Lots 1-6	99D/319
	Lot 1	G	Lots 2-7	99D/313
	Lot 4	H	Lots 1-3, 5-7	99D/316
	Lot 2	I	Lot 3	99D/314
	Lot 5	J	Lots 1-4, 6 and 7	99D/317
	Lot 5	K	Lot 6	99D/317
	Lot 9	L	Lots 1, 4-7	99D/314 and 99D/315

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Annexure Schedule

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

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g land
ct B Land

Signature of Transferor

B Holmes

Signature of Transferor

g land
ct B Land

Signature of Transferor

Signed in my presence by the Transferor
MAXWELL CHARLES LAND and
GAYLEEN LAND
Signature of Witness

[Signature]

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

Witness name JAMES HOLMES.

Occupation RETIRED

Address FLANAGAN ROAD DRURY

Signed in my presence by the Transferor
ROBERT FLANAGAN LIMITED
Signature of Witness

[Signature]

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

Witness name Peter B. Yates

Occupation Farmer

Address Lennard Rd Te Kaitake

Signed in my presence by the Transferor
MAXWELL CHARLES LAND and
GAYLEEN LAND and
ROBERT FLANAGAN LIMITED
Signature of Witness

[Signature]

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

Witness name JAMES HOLMES.

Occupation RETIRED

Address FLANAGAN ROAD DRURY

1404234/311103

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.

[Signatures]
BAH JH DGG. ER IR sec ct B Land g land

Annexure Schedule

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

TRANSFER

Dated

02/12/98

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Signature of Transferee

C. C. Land
g. land

Signature of Transferee

B. Holmes

Signature of Transferee

Signed in my presence by the Transferee
ROBERT TERENCE FLANAGAN and
MARGARET ANNE FLANAGAN

Signature of Witness

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

Witness name

Peta B Yake

Occupation

Farmer

Address

Stannard Rd Te Kaurake

Signed in my presence by the Transferee
MAXWELL CHARLES LAND and
GAYLEEN LAND

Signature of Witness

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

Witness name

JAMES HOLMES

Occupation

RETIRED

Address

FLANAGAN ROAD DUNN

Signed in my presence by the Transferee
ROBERT FLANAGAN LIMITED

Signature of Witness

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

Witness name

Peta B Yake

Occupation

Farmer

Address

Stannard Rd Te Kaurake

1104234/31/103

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Annexure Schedule

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

TRANSFER

Dated

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Sandra Cozens

[Signature]

Signature of Transferee

Signed in my presence by the Transferee

PAUL CHARLES RAVEN and
SANDRA MARGARET COZENS

Signature of Witness

[Signature]

Witness to complete in BLOCK letters

(Unless typewritten or legibly stamped)

Witness name Barbara Holmes

Occupation Farmer

Address Flanagan Rd Drury

Signature of Transferee

Signed in my presence by the Transferee

ROBERT FLANAGAN LIMITED

Signature of Witness

Witness to complete in BLOCK letters

(Unless typewritten or legibly stamped)

Witness name Peter B Yates

Occupation Farmer

Address Stannard Rd Te Kaitake

Signature of Transferee

Signed in my presence by the Transferee

JOY ANNE CEDERMAN and
GARY NORMAN CEDERMAN

Signature of Witness

Witness to complete in BLOCK letters

(Unless typewritten or legibly stamped)

Witness name

B.D. Lynch LL.B
Barrister & Solicitor
Papakura N.Z.

Occupation

Address

1104234/31103

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

TRANSFER

Dated

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Pages

Continuation of "Attestation"

DEAN GORDON EGGERS
TRACEY SHAREE EGGERS

Signature of Transferor

Signed in my presence by the Transferor
DEAN GORDON EGGERS and
TRACEY SHAREE EGGERS
Signature of Witness

B Holmes

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

Witness name *Barbara Holmes*

Occupation *Farmer*

Address *Flanagan Rd Drury*

ROBERT TERENCE FLANAGAN
MARGARET ANNE FLANAGAN

Signature of Transferor

Signed in my presence by the Transferor
ROBERT TERENCE FLANAGAN and
MARGARET ANNE FLANAGAN
Signature of Witness

P B Yates

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

Witness name *Pete B Yates*

Occupation *Farmer*

Address *Stannard Rd Tekapo*

PAUL CHARLES RAVEN
SANDRA MARGARET COZENS

Signature of Transferor

Signed in my presence by the Transferor
PAUL CHARLES RAVEN and
SANDRA MARGARET COZENS
Signature of Witness

B Holmes

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

Witness name *Barbara Holmes*

Occupation *Farmer*

Address *Flanagan Rd Drury*

1104234/31103

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.

[Signatures and initials of parties and witnesses]

Annexure Schedule

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

TRANSFER

Dated

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Pages

DEAN GORDON EGGERS
Tracey Sharee EGGERS

Signature of Transferee

Signed in my presence by the Transferee
DEAN GORDON EGGERS and
TRACEY SHAREE EGGERS
Signature of Witness

B Holmes

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

Witness name *Barbara Holmes*

Occupation *Farmer*

Address *Flanagan Rd Drury*

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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

TRANSFER

Dated

02/12/98

Page

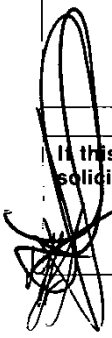
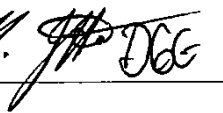

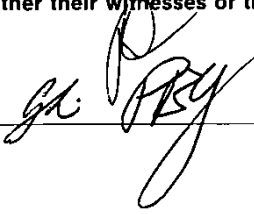
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of

13

Pages

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.

 B.A. J. DGG.  J.R. sec.  C.B.  G.A. P.R.

TRANSFER

Land Transfer Act 1952

Law Firm Acting
JOHNSTON PRICHARD FEE & PARTNERS BARRISTERS & SOLICITORS AUCKLAND

Auckland District Law Society
REF: 4135



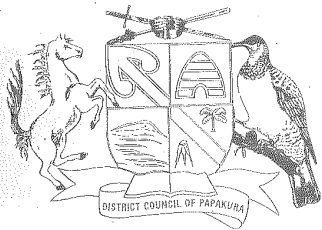
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
FOR REGISTRAR - GENERAL

9.15 11 MAR 99 D 3665271/f

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



DISTRICT COUNCIL OF PAPA KURA

COUNCIL CHAMBERS, COLES CRESCENT
PRIVATE BAG 7, PAPA KURA, NEW ZEALAND
PHONE (09) 299 8870. FAX (09) 298 1906

7980:WPTPGEN
16/93/43

15 June 1995

The District Land Registrar
Land and Deeds Registry
Private Bag
AUCKLAND

Dear Sir/Madam

**IN THE MATTER OF SECTION 321(3)(c) OF THE
LOCAL GOVERNMENT ACT 1974 AND THE PLAN OF SUBDIVISION
COMPRISING BOUNDARY RELOCATIONS
BETWEEN CERTIFICATES OF TITLE 89D/287-294
AT FLANAGAN AND FITZGERALD ROADS, DRURY**

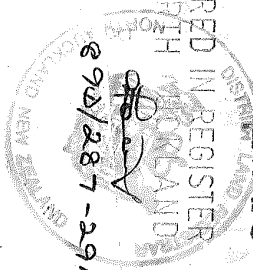
Pursuant to a Delegated Committee resolution of the Papakura District Council passed on 15 June 1995, the Papakura District Council resolved that it is satisfied that adequate access to Lots 2 and 3 is provided to Fitzgerald Road over Lot 9, being an access Lot to be held as to two undivided one-half shares by the owners of Lots 2 and 3 as tenants in common in the said shares, and that Council resolves on that ground that Section 321(1) of the Local Government Act 1974 shall not apply. Council is further satisfied that adequate access to Lots 1-6 is provided to Fitzgerald Road over Lot 10, being an access lot to be held as to six individual one-sixth shares by the owners of Lots 1-6 as tenants in common in the said shares, and that Council resolves on that ground that Section 321(1) of the Local Government Act 1974 shall not apply.

Dated at PAPA KURA this 15th day of June 1995

G W Maskill
DIRECTOR OF REGULATION AND PLANNING

11.09 18.APR96 C 981248-S

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH ISLAND
A CT LAND



981248-294



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

Identifier **NA46C/155**
Land Registration District **North Auckland**
Date Issued 18 July 1979

Prior References

NA11C/1489

Estate Fee Simple
Area 6.3161 hectares more or less
Legal Description Part Lot 1 Deposited Plan 57466

Registered Owners

Kiwi Property Holdings No. 2 Limited

Interests

Fitzgerald Road

DP87159

12.50

73.18

61.93

53.08

42.61

Pt. 1

242.25

6.3161 ha.

438.30

122.43

146.81

and
Registrar

AND, N.Z.



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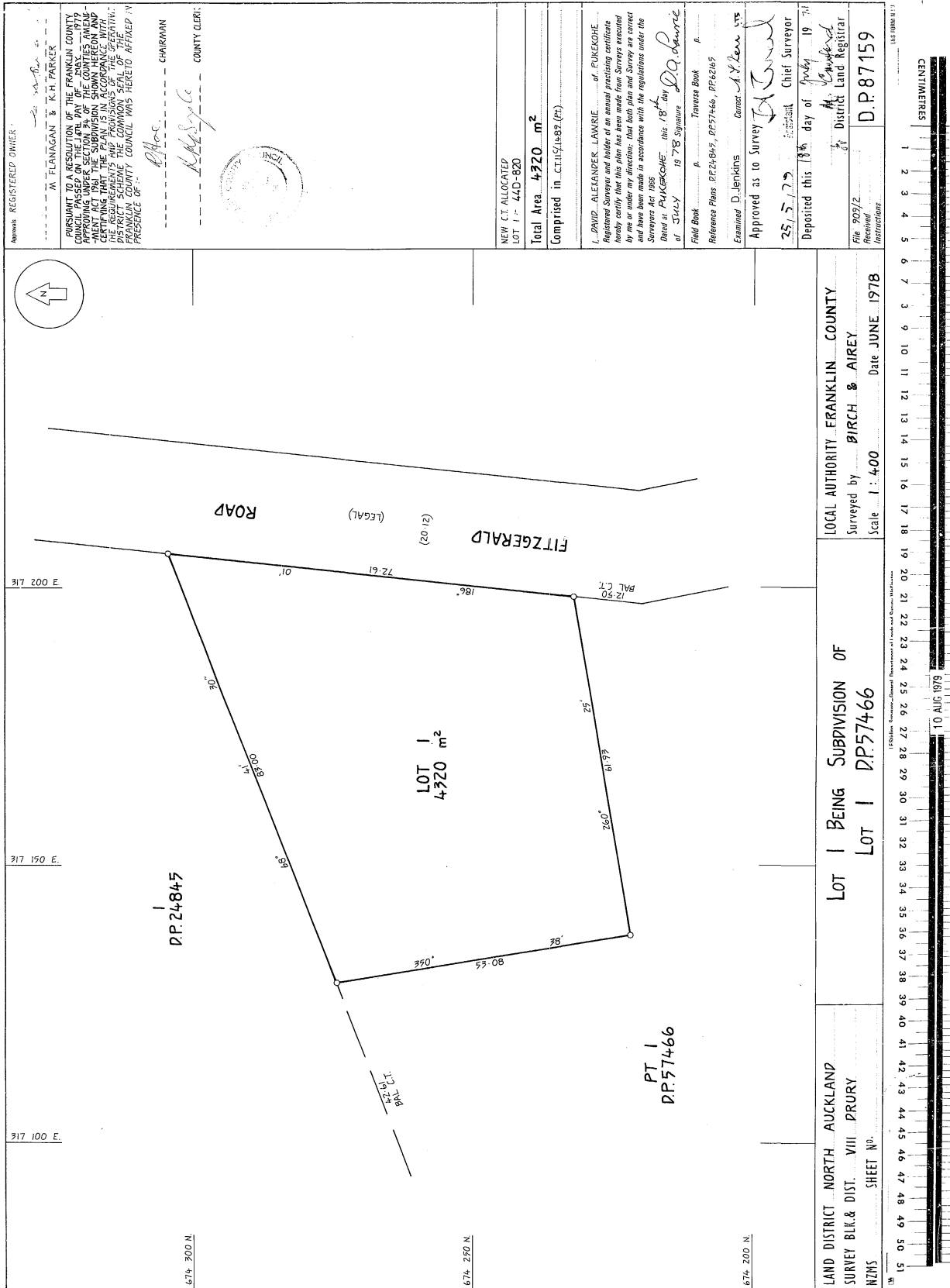

R.W. Muir
Registrar-General
of Land

Identifier **NA44D/820**
Land Registration District **North Auckland**
Date Issued 18 July 1979

Prior References
NA11C/1489

Estate Fee Simple
Area 4320 square metres more or less
Legal Description Lot 1 Deposited Plan 87159
Registered Owners
Kiwi Property Holdings No. 2 Limited

Interests





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R.W. Muir
Registrar-General
of Land

Identifier **1086811**
Land Registration District **North Auckland**
Date Issued 06 March 2024

Prior References
NA1085/196

Estate Fee Simple
Area 2.2748 hectares more or less
Legal Description Lot 1 Deposited Plan 580346

Registered Owners
Kiwi Property Holdings No. 2 Limited

Interests

