



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **908215**
Land Registration District **Hawkes Bay**
Date Issued 29 October 2019

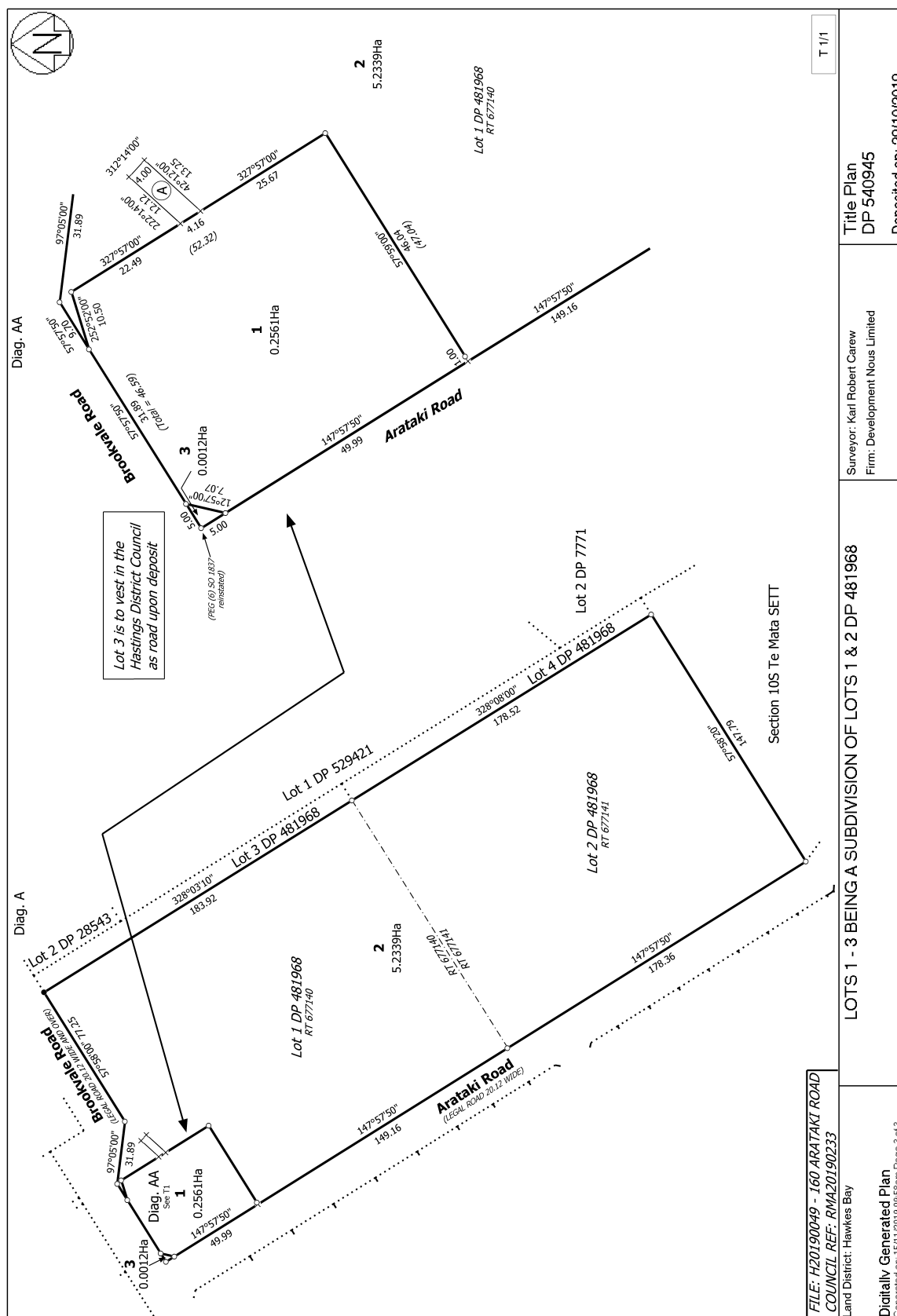
Prior References

677140 677141

Estate Fee Simple
Area 5.2339 hectares more or less
Legal Description Lot 2 Deposited Plan 540945
Registered Owners
CDL Land New Zealand Limited

Interests

Subject to Section 8 Mining Act 1971
Subject to Section 168A Coal Mines Act 1925
Land Covenant in Easement Instrument 9218697.5 - 1.11.2012 at 5:00 pm (Affects part formerly Lot 2 DP 481968)
Land Covenant in Easement Instrument 9218697.6 - 1.11.2012 at 5:00 pm (Affects part formerly Lot 1 DP 481968)
9871274.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Hastings District Council -
20.10.2014 at 10:47 am (Affects part formerly Lot 1 DP 481968)
Fencing Covenant in Transfer 11544178.2 - 29.10.2019 at 3:48 pm (Affects part formerly Lot 1 DP 481968)
11544178.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.10.2019 at 3:48 pm
Subject to a right to drain sewage over part marked A on DP 540945 created by Easement Instrument 11544178.6 -
29.10.2019 at 3:48 pm
The easements created by Easement Instrument 11544178.6 are subject to Section 243 (a) Resource Management Act 1991





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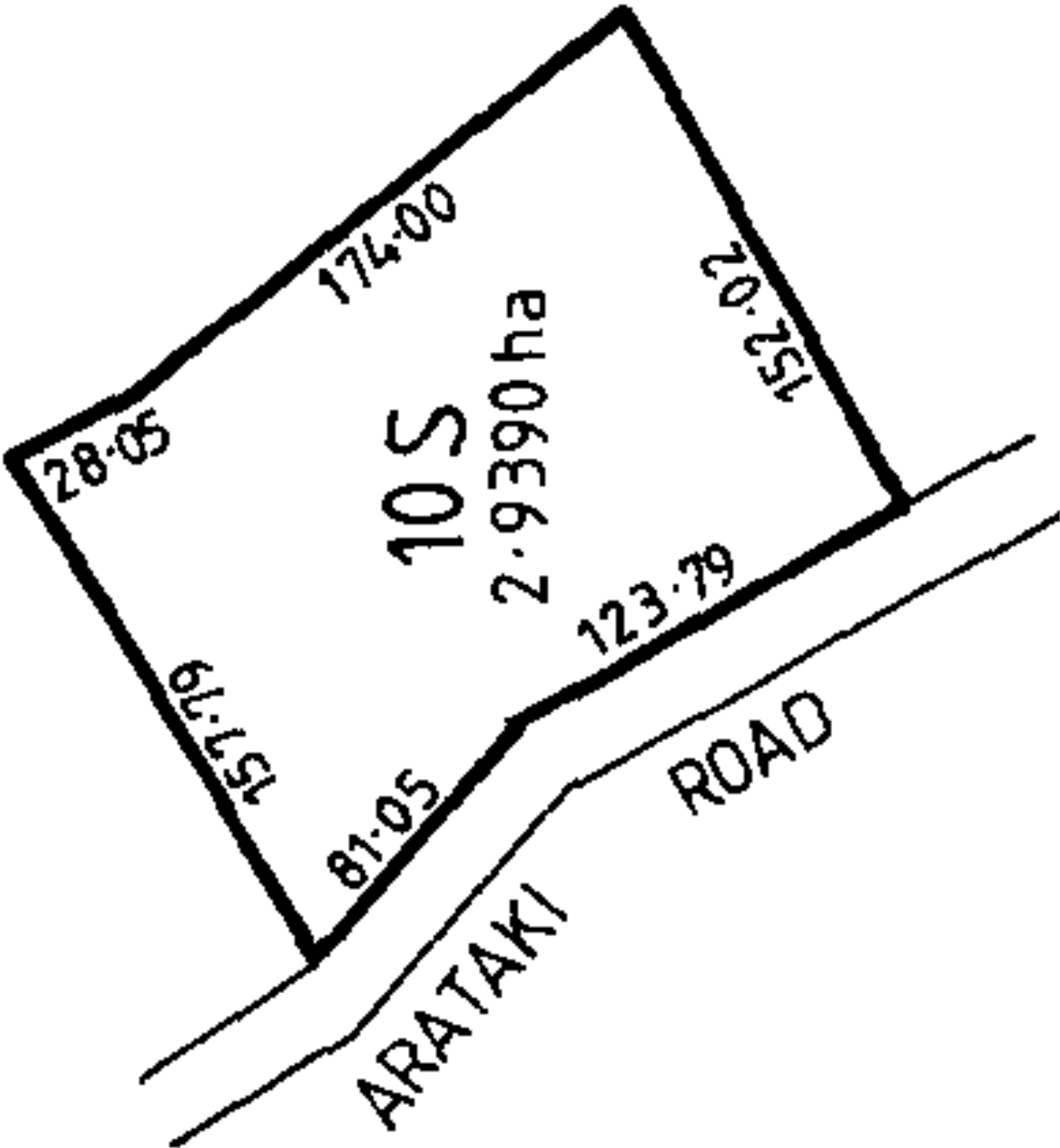

R.W. Muir
Registrar-General
of Land

Identifier **HBM2/265**
Land Registration District **Hawkes Bay**
Date Issued 26 August 1988

Prior References
HB201/90

Estate Fee Simple
Area 2.9390 hectares more or less
Legal Description Section 10S Survey Office Plan 1781
Registered Owners
CDL Land New Zealand Limited

Interests
Subject to Section 59 Land Act 1948





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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **930676**
Land Registration District **Hawkes Bay**
Date Issued 19 August 2020

Prior References

HBG3/230 HBG3/231

Estate Fee Simple
Area 2.9838 hectares more or less
Legal Description Lot 2 Deposited Plan 546439
Registered Owners
CDL Land New Zealand Limited

Interests

Subject to Section 206 Land Act 1924

11791202.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.8.2020 at 12:13 pm

Subject to a right to drain sewage over part marked B and rights to convey electricity and telecommunications over part marked A, all on DP 546439 created by Easement Instrument 11791202.6 - 19.8.2020 at 12:13 pm

The easements created by Easement Instrument 11791202.6 are subject to Section 243 (a) Resource Management Act 1991



View Instrument Details



Instrument No 9218697.5
Status Registered
Date & Time Lodged 01 November 2012 17:00
Lodged By Shearer, Emma Miriam
Instrument Type Easement Instrument



Affected Computer Registers Land District

HB125/25	Hawkes Bay
HB1/57	Hawkes Bay
HBM2/264	Hawkes Bay

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 Jodi-Elizabeth Lett as Grantor Representative on 31/10/2012 02:55 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 Simon Charles Blackwell as Grantee Representative on 01/11/2012 11:30 AM

*** End of Report ***

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

Christine Margaret Hawley, James Christopher Hawley and Martin Graham Speeden

Grantee

NORTH PEAK PROPERTIES LIMITED

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Covenant	Clause 1 and 2 Schedule B	HBM2/264	HBJ1/57 and HB 125/25

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

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

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

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

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

~~[the provisions set out in Annexure Schedule _____]~~

Covenant provisions

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

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

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

[Annexure Schedule **2**]

Annexure Schedule

Page 3 of 3 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

1. Definitions and Interpretation

In this Instrument:

Covenants: means the covenants which are intended to benefit the servient tenement;**Grantee:** means, in relation to the Covenants, at the date of this Instrument the registered proprietor of the servient tenement and all successors in title to such land and including any assigns;**Grantor:** means, at the date of this Instrument, the registered proprietor of the dominant tenement, including all successors in title to the dominant tenement and including any assigns.**2. No Objection to Use and Development of Mushroom Farm**

2.1 The Grantor irrevocably agrees and undertakes to waive (but only in respect of the use of the dominant land for the business of a mushroom farming facility operated in compliance with such local government and statutory requirements then applicable to the dominant land) all rights of complaint, submission, appeal or objection the Grantor may have under the Resource Management Act 1991 ("RMA") or otherwise in respect of the use of the dominant tenement and the land in Identifier HBJ1/56, or either of them, as a mushroom farming facility or the expansion of such mushroom farming facility on to such parts of the dominant tenement and the land in Identifier HBJ1/56 that it does not currently extend to.

2.2 For the avoidance of doubt, this covenant shall also apply to:

- (a) Any application for change or cancellation of consent conditions under RMA, or any review of consent conditions by the relevant territorial authority under the RMA (including any application to operate a retail farm store); and
- (b) Any request for a change to the District Plan by the Grantee to provide for the further development of the mushroom farming facility (including any application to operate a retail farm store, a dairy farm or butchery and café/restaurant)

provided always that such change or cancellation would not have the result that the effect on the servient tenement was substantially increased from that effect existing prior to the change or cancellation.

2.3 For the avoidance of doubt, the waiver in clause 2.1 of any right of complaint to the use of the dominant tenement or the land in Identifier HBJ1/56 extends to a waiver in respect of noise, traffic movement or smell arising from the use of the dominant tenement as part of a mushroom farming facility but does not restrict the making of any claim or demand or the taking of any action or proceedings or to be a party to any action or proceedings, claiming there has been

- (a) any breach in compliance by the dominant tenement with the relevant local government or statutory requirements or
- (b) any adverse effect, damage, loss or nuisance which has, or could have, a substantial increase in the effect on the servient tenement.

View Instrument Details



Instrument No 9218697.6
Status Registered
Date & Time Lodged 01 November 2012 17:00
Lodged By Shearer, Emma Miriam
Instrument Type Easement Instrument



Affected Computer Registers Land District

HB125/25	Hawkes Bay
HB1/57	Hawkes Bay
HBM2/271	Hawkes Bay

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 Jodi-Elizabeth Lett as Grantor Representative on 31/10/2012 02:56 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Simon Charles Blackwell as Grantee Representative on 01/11/2012 11:31 AM

*** End of Report ***

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

Christine Margaret Hawley, James Christopher Hawley and Martin Graham Speeden

Grantee

NORTH PEAK PROPERTIES LIMITED

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Covenant	Clause 1 and 2 Schedule B	HBM2/271	HBJ1/57 and HB 125/25

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

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

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

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

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

~~[the provisions set out in Annexure Schedule _____]~~

Covenant provisions

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

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

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

[Annexure Schedule 2]

Annexure Schedule

Page 3 of 3 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

1. Definitions and Interpretation

In this Instrument:

Covenants: means the covenants which are intended to benefit the servient tenement;**Grantee:** means, in relation to the Covenants, at the date of this Instrument the registered proprietor of the servient tenement and all successors in title to such land and including any assigns;**Grantor:** means, at the date of this Instrument, the registered proprietor of the dominant tenement, including all successors in title to the dominant tenement and including any assigns.**2. No Objection to Use and Development of Mushroom Farm**

2.1 The Grantor irrevocably agrees and undertakes to waive (but only in respect of the use of the dominant land for the business of a mushroom farming facility operated in compliance with such local government and statutory requirements then applicable to the dominant land) all rights of complaint, submission, appeal or objection the Grantor may have under the Resource Management Act 1991 ("RMA") or otherwise in respect of the use of the dominant tenement and the land in Identifier HBJ1/56, or either of them, as a mushroom farming facility or the expansion of such mushroom farming facility on to such parts of the dominant tenement and the land in Identifier HBJ1/56 that it does not currently extend to.

2.2 For the avoidance of doubt, this covenant shall also apply to:

- (a) Any application for change or cancellation of consent conditions under RMA, or any review of consent conditions by the relevant territorial authority under the RMA (including any application to operate a retail farm store); and
- (b) Any request for a change to the District Plan by the Grantee to provide for the further development of the mushroom farming facility (including any application to operate a retail farm store, a dairy farm or butchery and café/restaurant)

provided always that such change or cancellation would not have the result that the effect on the servient tenement was substantially increased from that effect existing prior to the change or cancellation.

2.3 For the avoidance of doubt, the waiver in clause 2.1 of any right of complaint to the use of the dominant tenement or the land in Identifier HBJ1/56 extends to a waiver in respect of noise, traffic movement or smell arising from the use of the dominant tenement as part of a mushroom farming facility but does not restrict the making of any claim or demand or the taking of any action or proceedings or to be a party to any action or proceedings, claiming there has been

- (a) any breach in compliance by the dominant tenement with the relevant local government or statutory requirements or
- (b) any adverse effect, damage, loss or nuisance which has, or could have, a substantial increase in the effect on the servient tenement.



View Instrument Details

Instrument No	9871274.1
Status	Registered
Date & Time Lodged	20 October 2014 10:47
Lodged By	Packer, Erin Lee
Instrument Type	Compensation Certificate



Affected Computer Registers Land District

HBM2/271	Hawkes Bay
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Annexure Schedule: Contains 1 Page.

Signature

Signed by Casey Dell Hucker as Crown or Local Authority Representative on 20/10/2014 09:01 AM

*** End of Report ***

Compensation Certificate Pursuant to Section 19 Public Works Act 1981.

File Reference: HAS001-42-711744

To the Registrar General of Land
for the **Land Registration District of Hawke's Bay**

This Compensation Certificate is forwarded to you, pursuant to Section 19 of the Public Works Act 1981. Please deposit it in your Registry and arrange a memorial of it to be registered against the title to all land affected by it.

(a) Description of the land affected by the Certificate:

1. **Section 28 Survey Office Plan 6878 being all of the land comprised within Computer Freehold Register HBM2/271.**

(b) Brief particulars of the Agreement:

Date: 9th October 2014

1. **Agreement provides for the acquisition of 18m²(subject to survey) of land for legal road by the Hastings District Council.**
2. **Agreement provides for the stopping and vesting of 18m²(subject to survey) of legal road in the Owner's balance land in exchange.**
3. **The parties have agreed that it is an equality of exchange with no compensation payable by either party.**

(c) Names and addresses of parties to the Agreement

J C Hawley, C M Hawley and M G Speeden
C/- James and Christine Hawley
160 Brookvale Road
Havelock North
HASTINGS

(d) (i) Place where Copy of Agreement may be inspected: **Hastings District Council, 207 Lyndon Road East, Hastings**

(ii) Hours during which a copy of the Agreement may be inspected: **9 a.m. to 4 p.m.** on any day when Regional Council Offices are open to the public.

(iii) Reference by which Agreement may be identified: **HAS001-42-711744**

Dated at Hastings this 9th day of October 2014

Signed

by:

Signature of Chief Executive Officer

John Bruce O'Shaughnessy

Name of Chief Executive Officer(print)

Acting

For and on behalf of Hastings District Council.

in the

presence of:

Signature of Witness

Peter Woodroffe

Name of witness (print)

Legal Officer

Occupation of Witness (print)

Napier

Address of Witness (print)



View Instrument Details

Instrument Type	Transfer
Instrument No	11544178.2
Status	Registered
Date & Time Lodged	29 October 2019 15:48
Lodged By	Fitchett, Dominic Inglis William

Affected Records of Title	Land District
677140	Hawkes Bay

Description of Part

Part of Lot 2 on New Plan 540945

Transferors

James Christopher Hawley, Christine Margaret Hawley and Martin Graham Speeden

Transferees

CDL Land New Zealand Limited

Clauses, Conditions or Intent

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

Transferor Certifications

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

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

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

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

Signature

Signed by Simon Michael Trevor Wilton as Transferor Representative on 20/09/2019 08:40 AM

Transferee Certifications

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

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

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

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



View Instrument Details

Signature

Signed by Dominic Inglis William Fitchett as Transferee Representative on 27/09/2019 10:00 AM

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

View Instrument Details



Instrument No	11544178.5
Status	Registered
Date & Time Lodged	29 October 2019 15:48
Lodged By	Fitchett, Dominic Inglis William
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
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908215	Hawkes Bay
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Annexure Schedule Contains 1 Pages.

Signature

Signed by Dominic Inglis William Fitchett as Territorial Authority Representative on 27/09/2019 10:01 AM

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

LT: 540945

HDC Reference: 58828#0055
RMA: 20190233



**CONSENT NOTICE PURSUANT TO
SECTION 221 OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER OF LT 540945

AND

IN THE MATTER OF Consent Notice pursuant to
Section 221 of the Resource
Management Act 1991.

I hereby certify that under delegated authority the **Hastings District Council**, in approving LT 540945 imposed Conditions on Lot 2, pursuant to Section 221 of the Resource Management Act 1991.

CONDITIONS:

1. The site contains an effluent disposal field servicing the property on Lot 1 DP 540945 within easement A DP 540945. The effluent disposal field must be decommissioned prior to any subdivision and/or development of Lot 2 DP 540945 for residential purposes.

DATED AT HASTINGS this 13th day of September 2019.

SIGNED BY:

A handwritten signature in black ink, appearing to read 'Simon Hill', written over a horizontal line.

Simon Hill
AUTHORISED OFFICER
PLANNING & REGULATORY SERVICES

View Instrument Details



Instrument No 11544178.6
Status Registered
Date & Time Lodged 29 October 2019 15:48
Lodged By Fitchett, Dominic Inglis William
Instrument Type Easement Instrument



Affected Records of Title	Land District
908214	Hawkes Bay
908215	Hawkes Bay

Annexure Schedule Contains 2 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Dominic Inglis William Fitchett as Grantor Representative on 27/09/2019 10:01 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 Simon Michael Trevor Wilton as Grantee Representative on 20/09/2019 08:40 AM

*** End of Report ***

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

CDL LAND NEW ZEALAND LIMITED

Grantee

CHRISTINE MARGARET HAWLEY, JAMES CHRISTOPHER HAWLEY and MARTIN GRAHAM SPEEDEN

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 required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Drain Sewage	A on DP 540945	Lot 2 DP 540945 (RT 908215)	Lot 1 DP 540945 (RT 908214)

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

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]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

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

~~[the provisions set out in Annexure Schedule 1]~~

View Instrument Details



Instrument No	11791202.5
Status	Registered
Date & Time Lodged	19 August 2020 12:13
Lodged By	Harper, Jack Lawrence Fulton
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
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930675	Hawkes Bay
930676	Hawkes Bay

Annexure Schedule Contains 2 Pages.

Signature

Signed by Daniel Trevor French as Territorial Authority Representative on 17/08/2020 07:42 AM

*** End of Report ***

HDC Reference: 58846#0022
RMA: 20190523



**CONSENT NOTICE PURSUANT TO
SECTION 221 OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER OF LT 546439

AND

IN THE MATTER OF Consent Notice pursuant to
Section 221 of the Resource
Management Act 1991.

I hereby certify that under delegated authority the **Hastings District Council**, in approving LT 546439 imposed Conditions on Lots 1 and 2, pursuant to Section 221 of the Resource Management Act 1991.

CONDITIONS:

1. The effluent disposal field servicing the existing dwelling on Lot 1 is situated in the adjoining Lot 2 and identified as "easement area B". In the event of subdivision of Lot 2 and/or availability of a reticulated sewage network for connection to Lot 1, the respective landowner(s) shall upon request of the Hastings District Council:
 - i. Connect Lot 1 to the reticulated network, and
 - ii. Decommission and backfill the onsite wastewater system (septic tank), and effluent disposal field used by Lot 1 on Lot 2, and
 - iii. Provide a compact certificate from a suitably qualified engineer to the Hastings District Council one month after completion, and;
 - iv. On completion of the above required works, the easements pertaining to rights to drain sewerage over Lot 2 shall be surrendered in full and the surrender registered on all affected Records of Title.
2. In the event of subdivision of Lot 2 and /or availability of a reticulated stormwater network for connection to Lot 1, the respective landowner(s) shall upon request of the Hastings District Council connect Lot 1 to the reticulated network within six months.

3. The cost of works required in conditions 1 and 2, shall be met entirely by the owners of Lot 1.

DATED AT HASTINGS this 2nd day of June 2020.

SIGNED BY:

A handwritten signature in dark ink, appearing to read 'Simon Hill', written over a horizontal line.

Simon Hill
AUTHORISED OFFICER
PLANNING & REGULATORY SERVICES

View Instrument Details



Instrument No 11791202.6
Status Registered
Date & Time Lodged 19 August 2020 12:13
Lodged By Harper, Jack Lawrence Fulton
Instrument Type Easement Instrument



Affected Records of Title	Land District
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930675	Hawkes Bay
930676	Hawkes Bay

Annexure Schedule Contains 2 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Jack Lawrence Fulton Harper as Grantor Representative on 20/08/2020 04:30 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 Jack Lawrence Fulton Harper as Grantee Representative on 20/08/2020 04:30 PM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor**CDL LAND NEW ZEALAND LIMITED****Grantee****CDL LAND NEW ZEALAND 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) DP 546439	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Electricity and Telecommunications	A	Lot 2 DP 546439 (RT 930676)	Lot 1 DP 546439 (RT 930675)
Right to Drain Sewage	B	Lot 2 DP 546439 (RT 930676)	Lot 1 DP 546439 (RT 930675)

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** by the provisions set out in **Annexure Schedule 1**.

Annexure Schedule 1

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Insert instrument type

Easement Instrument

*Continue in additional Annexure Schedule, if required***Terms, conditions, covenants or restrictions in respect of any of the above easements**

- 1 To avoid doubt:
 - (a) The "Right to Convey Electricity and Telecommunications" referred to in Schedule A is both a "Right to Convey Electricity" and a separate "Right to Convey Telecommunications", each having the implied terms in Schedule 5 of the Land Transfer Regulations 2018, subject to the modifications in this Annexure Schedule; and
 - (b) Where (and to the extent) there is a conflict between the provisions of Schedule 5 of the Land Transfer Regulations 2018 and the modifications in this easement instrument, the modifications in this easement instrument will prevail.
- 2 The cost of maintaining, repairing or replacing any easement facility or part of it will be borne by the registered owners for the time being of the lots affected in equal proportions but no registered owner shall be liable to contribute to the cost of any such maintenance repair or replacement:
 - (a) which is in respect of any part thereof which is not used by him/her/it or in respect of which use has not commenced; or
 - (b) which arises through the omission, neglect or default of any one or more of the other registered owners or their agents, employees, contractors, tenants, licensees, invitees, servants or workmen.

In the latter case the cost of making good such damage or carrying out repairs shall be borne entirely by the registered owner or owners who caused such damage or necessitated such repairs through their omission, neglect or default.
- 3 In relation only to the Right to Drain Sewage referred to in Schedule A:
 - (a) Any sewage drained, discharged or conveyed must be through the existing septic tank and effluent disposal field situated within the Benefited Land and/or Area B on DP 546439 at the date of registration of this easement, or a replacement system approved by the Grantor (acting reasonably);
 - (b) The rights of the Grantee to enjoy the easement will cease once the Benefited Land has a connection to a reticulated sewage network approved by the Hastings District Council;
 - (c) The easement must be surrendered once the works in clause 1(i), (ii) and (iii) of Consent Notice No.11791202.5, noted on the title of the Benefited Land, have been completed; and
 - (d) To avoid doubt, clause 12 of Schedule 5 of the Land Transfer Regulations 2018 (Rights of Entry) applies to the works referred to in clause 3(c) above.