



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

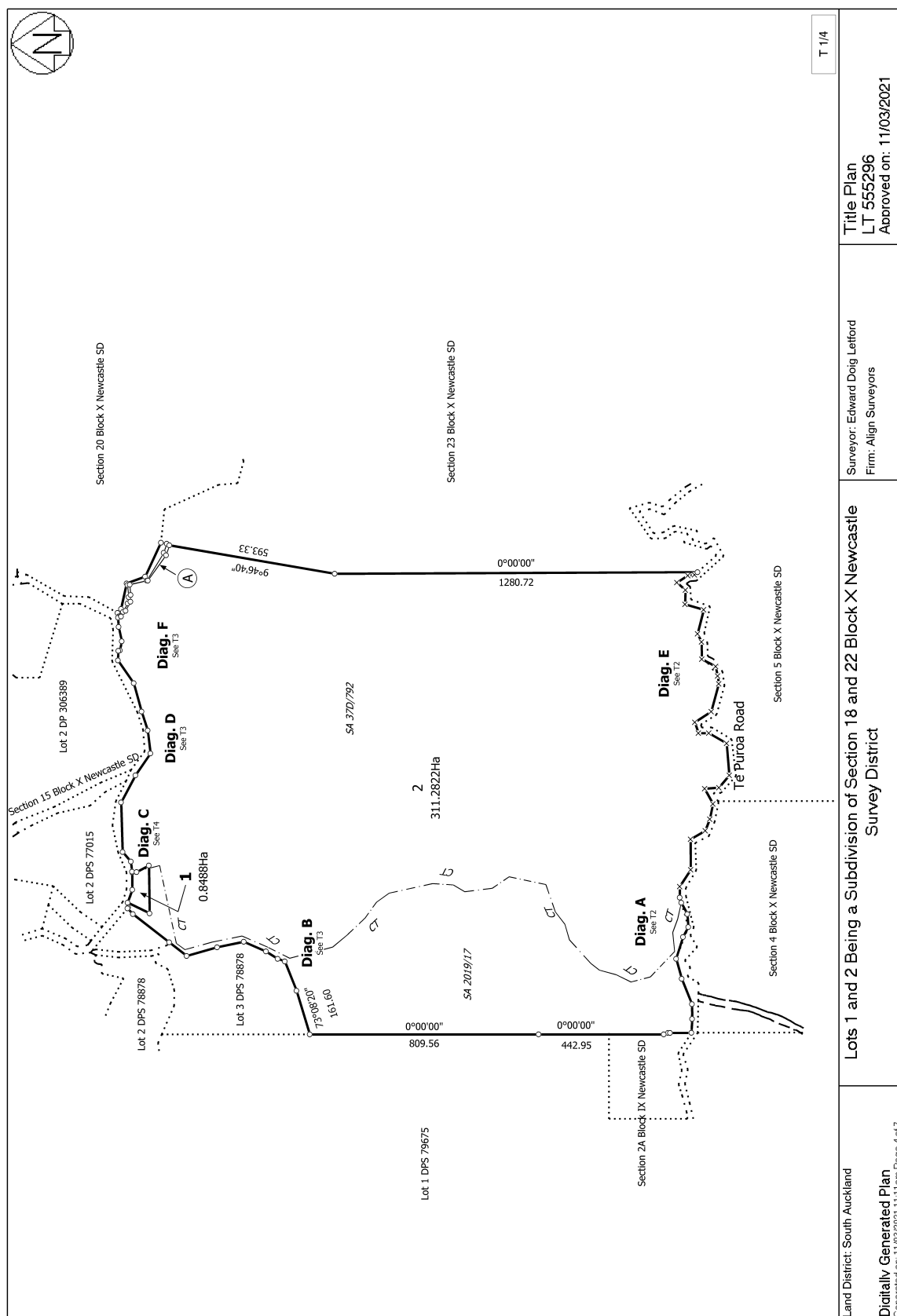
Identifier 967099
Land Registration District South Auckland
Date Issued 11 March 2021

Prior References
SA2019/17 SA37D/792

Estate Fee Simple
Area 311.2822 hectares more or less
Legal Description Lot 2 Deposited Plan 555296
Registered Owners
Pukemiro Farms Limited

Interests

Surface Only - affects part formerly Section 18 Block X Newcastle Survey District
Subject to Section 59 Land Act 1948
Subject to a right (in gross) of way over part marked A on DP 555296 in favour of Her Majesty the Queen created by Transfer H705151.4 - 29.1.1987 at 11.15 am
11946617.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 11.3.2021 at 4:07 pm





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Identifier SA3A/121
Land Registration District South Auckland
Date Issued 06 March 1964

Prior References
SA1201/74 SA1201/75

Estate Fee Simple
Area 738.3894 hectares more or less
Legal Description Section 1 Block IX Newcastle Survey
District, Section 4 Block X Newcastle
Survey District and Lot 63F Section 8
Parish of Waipa

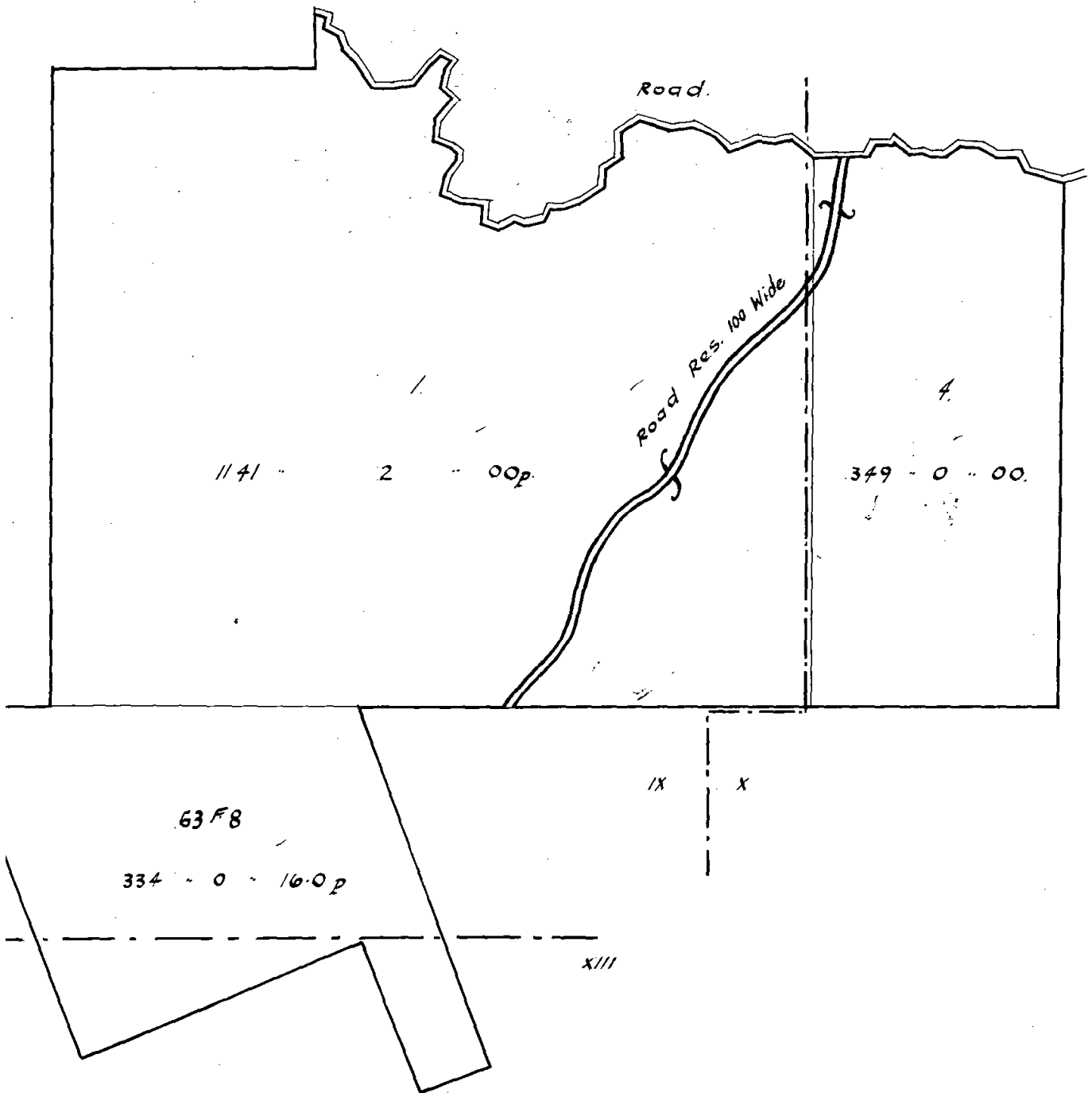
Registered Owners
Pukemiro Farms Limited

Interests

Subject to a mining right created by Transfer 60335 (affects Section 1 Block IX and Section 4 Block X NewCastle Survey District)

Excepting from out of Section 1 Block IX and Section 4 Block X Newcastle Survey District all coal mines veins and seams of coal and all other mines metals and minerals whatsoever upon or under the said land as excepted by Transfer 60335

B/k IX, X, XIII Newcastle S. D



METRIC AREA IS 738.3895 ha



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Identifier **SA24D/1036**
Land Registration District **South Auckland**
Date Issued 06 April 1979

Prior References
SA2012/84

Estate Fee Simple
Area 105.2132 hectares more or less
Legal Description Section 20 Block X Newcastle Survey
District

Registered Owners
Pukemiro Farms Limited

Interests
Subject to Section 59 Land Act 1948

Blk X Newcastle S.D.

20

105.2132 ha.

Public Road
(over 20.12)Wilton - Collieries Road.
(over 20.12)

50 39284

MEASUREMENTS ARE METRIC
G.E.C. B.T.



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Identifier **SA704/9**

Land Registration District **South Auckland**

Date Issued 28 June 1938

Part-Cancelled

Prior References

SAPR181/453 WA 3779

Estate Fee Simple

Area 606.8489 hectares more or less

Legal Description Section 5, Section 8, Section 8A and
Section 11-13 Block X Newcastle Survey
District

Registered Owners

Oji Fibre Solutions (NZ) Limited

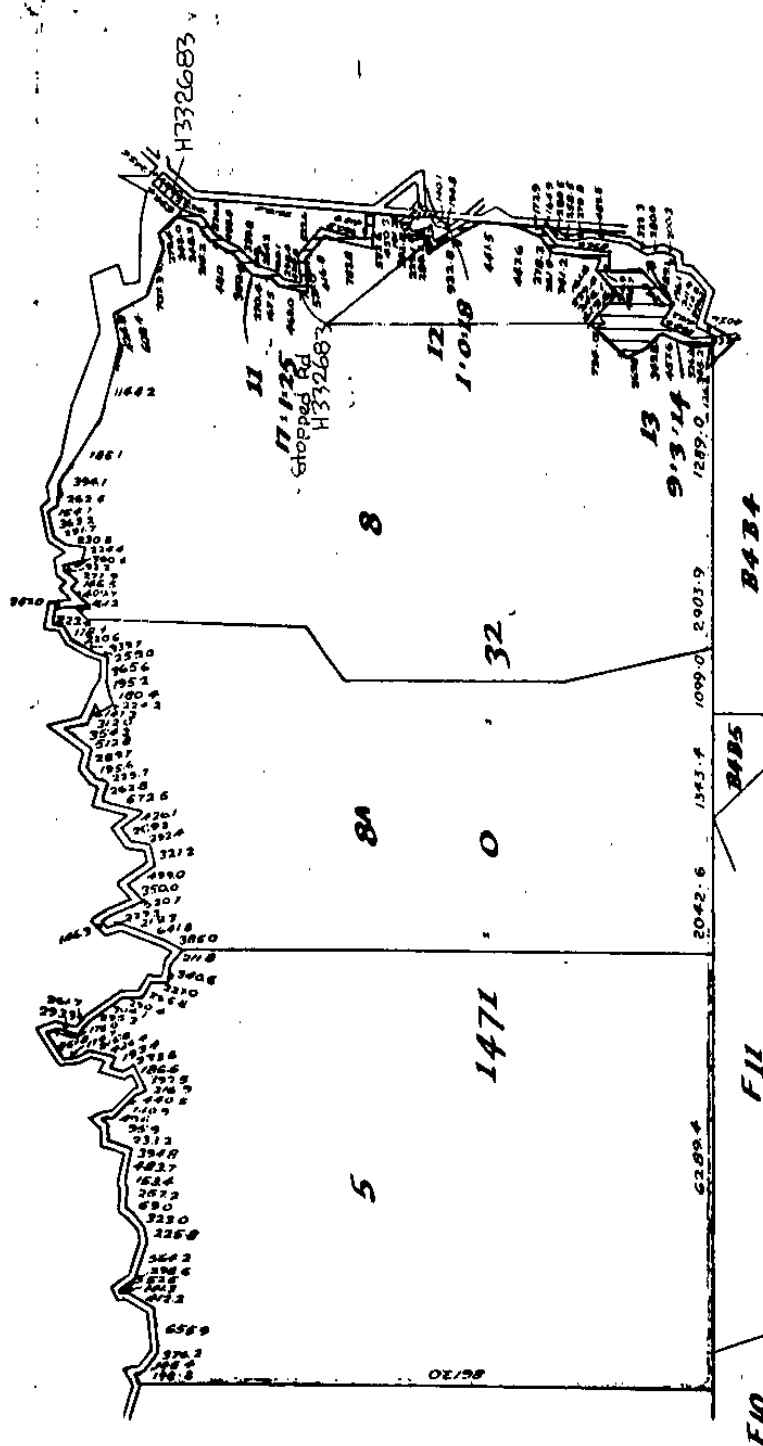
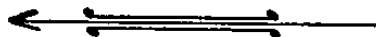
Interests

Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the said land and reserving always to Her Majesty the Queen and all persons lawfully entitled to work the said minerals a right of ingress egress and regress over the said land

H332683 Gazette Notice proclaiming 4096 m² (part within land) as road and vesting same in Raglan County Council - 18.3.1981 at 11.17 am

9282663.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 17.1.2013 at 3:55 pm (affects Section 5, 8, 8A, 11, 13 Block X Newcastle Survey District)

X Newcastle S.D.





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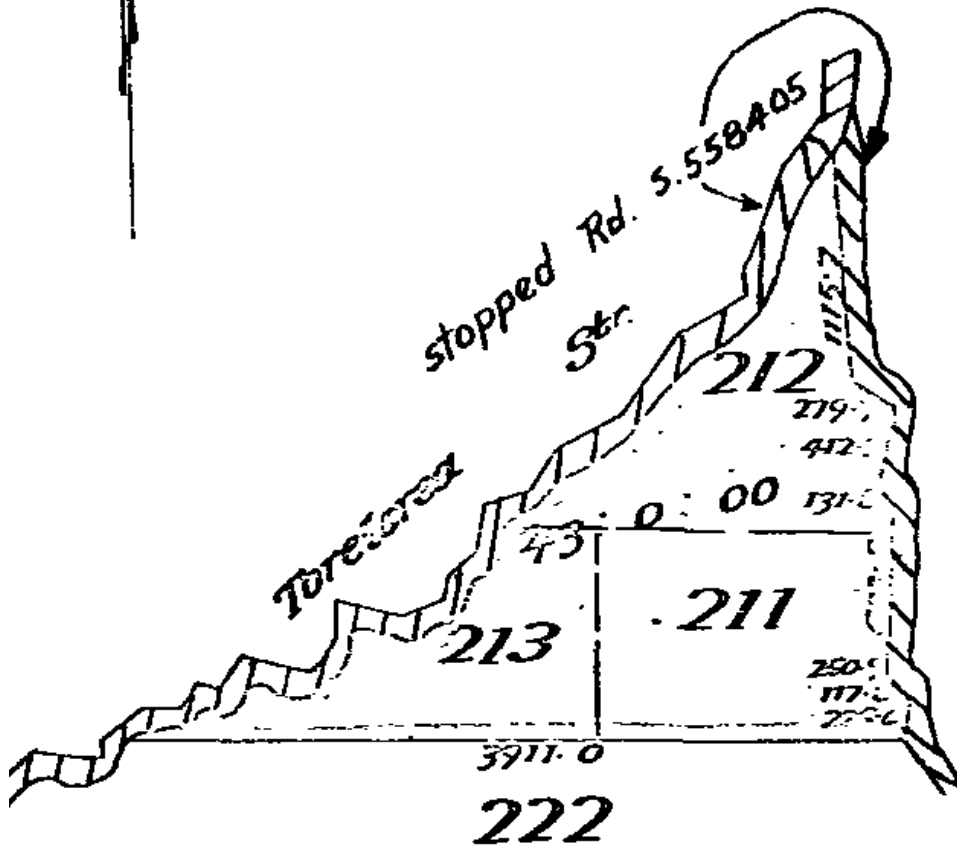
Identifier **SA730/82**
Land Registration District **South Auckland**
Date Issued 19 June 1940

Prior References
SA255/158

Estate Fee Simple
Area 17.4015 hectares more or less
Legal Description Allotment 211-213 Parish of Waipa
Registered Owners
Pukemiro Farms Limited

Interests

METRIC AREA IS 17.4014



scale: 10 Chains to an inch

image Quality due
to Condition
of Original



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Identifier **SA895/163**
Land Registration District **South Auckland**
Date Issued 28 May 1948

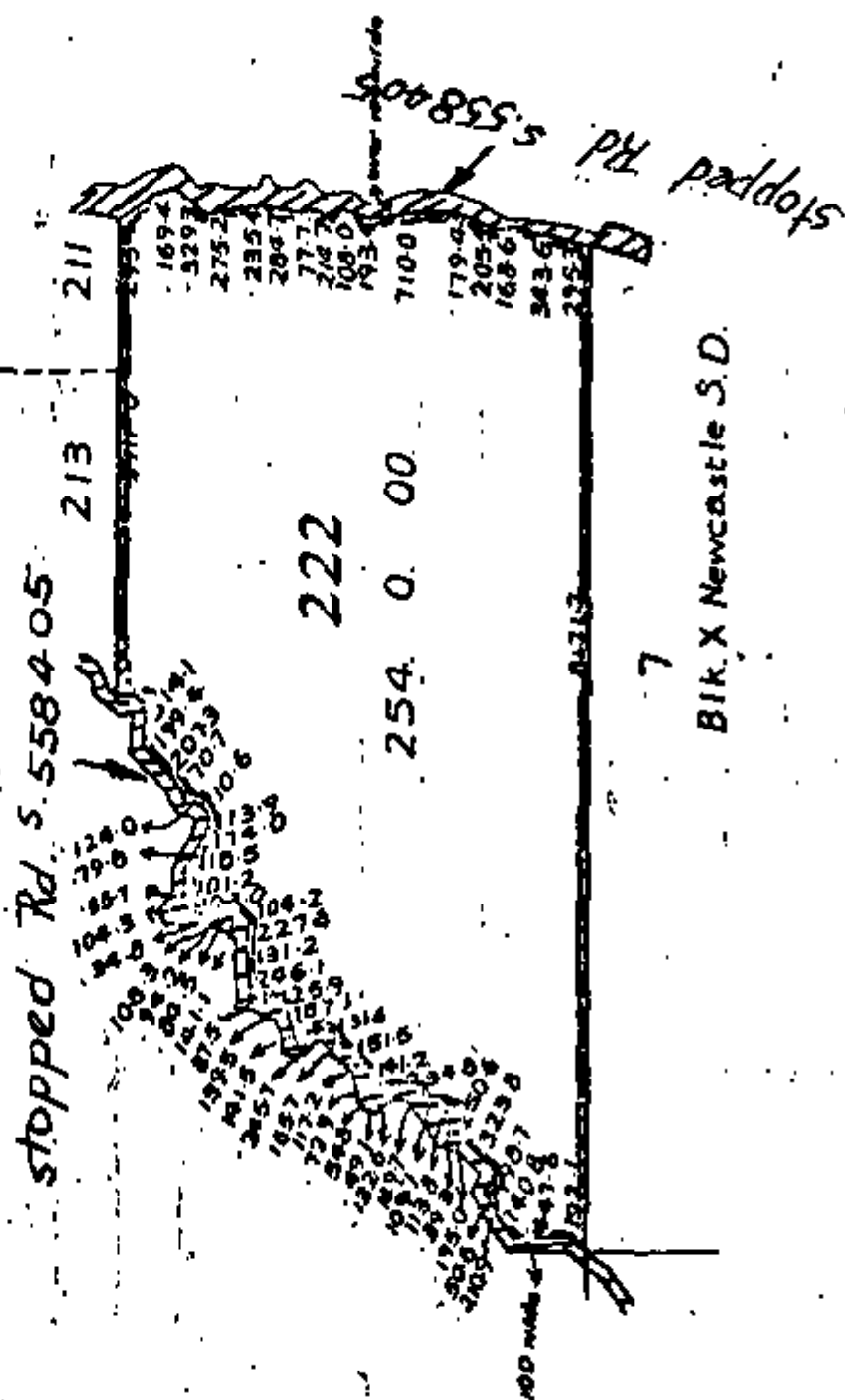
Prior References
SAPR193/270 WA 4851

Estate Fee Simple
Area 102.7902 hectares more or less
Legal Description Allotment 222 Parish of Waipa
Registered Owners
Pukemiro Farms Limited

Interests

Waipā Parish

**Image Quality due
to Condition
of Original**





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Identifier **SA1028/141** **Part-Cancelled**

Land Registration District **South Auckland**

Date Issued 01 April 1952

Prior References

SA228/216

Estate	Fee Simple
Area	264.6644 hectares more or less
Legal Description	Part Section 9 Block X Newcastle Survey District

Registered Owners

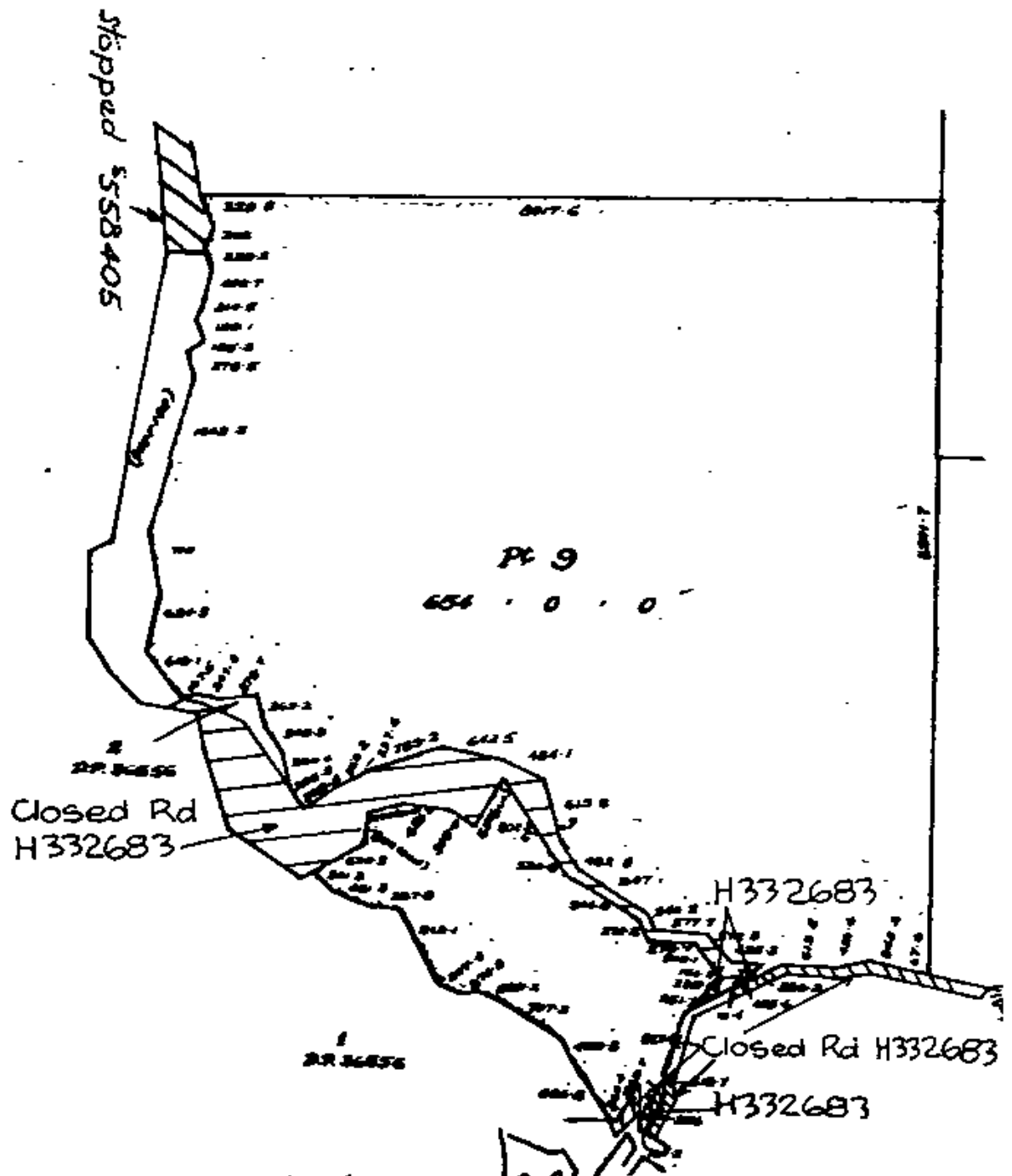
Oji Fibre Solutions (NZ) Limited

Interests

H332683 Gazette Notice proclaiming 4492m² (part within land) as road and vesting same in Raglan County Council - 18.3.1981 at 11.17 am

Subject to a right of way over part marked A and D, an electricity right over part marked E. J and N and a repeater site right (in gross) over part marked C on DPS 67243 in favour of (now) WEL Networks Limited created by Transfer B254279.2 - 1.2.1995 at 2.45 pm

9282663.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 17.1.2013 at 3:55 pm



METRIC AREA IS 264.6644 ha
 4492-H332683
 21.4.2152 ha

60335 TE

[New Zealand.



Memorandum of Transfer.

I INNES GRANT MACFARLANE formerly of Ngaruawahia and now of Auckland Farmer
 er _____, 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 endorsed hereon, in that piece _____ of land situated in the provincial district of Auckland
 containing one thousand one hundred and forty-one acres two roods be -
 the same a little more or less being section One of Block Nine of the New-
 castle Survey District and the whole of the land comprised in Certificate of
 Title Volume 163 folio 27 of the Register Book at Auckland AND ALSO in that
 piece of land containing three hundred and forty nine acres more or less be-
 ing section four of block ten of the Newcastle Survey District aforesaid and
 the whole of the land comprised in Certificate of Title Volume 163 folio 281
 of the said Register Book IN CONSIDERATION of the sum of FOUR THOUSAND
AND NINETY-EIGHT POUNDS SEVENTEEN SHILLINGS AND SIX PENCE paid to me by -
PETER HALLIDAY and JAMES JOHNSTONE HALLIDAY both of Pahiatua Farmers (the
 receipt of which sum I hereby acknowledge) DO HEREBY transfer to the said -
 Peter Halliday and James Johnstone Halliday as tenants in common in equal -
 shares an estate in-fee simple in the said lands above described SUBJECT -
 however to the exception and reservation hereinafter contained that is to -
 say Except and reserving unto the transferor Innes Grant Macfarlane his -
 executors administrators and assigns out of the transfer hereby made all -
 coal mines veins and seams of coal and all other mines metals and minerals -
 whatsoever upon or under the said lands with full power and liberty for the
 said Innes Grant Macfarlane his executors administrators and assigns and his
 and their workmen servants and agents at his and their free will and pleasure
 to enter search for dig work win get raise make merchantable and carry away
 the same both by underground and open workings and to make sink maintain and
 use pits shafts levels adits drifts tunnels airways drains watercourses and
 reservoirs and to construct erect maintain and use spoil banks railroads -
 tramroads and other roads (above or below ground) bridges engines machinery
 necessary buildings for the purposes aforesaid and conveniences and works of
 any kind and from time to time to remove any of the same and to use a reason-
 able amount of water from any surface stream or spring for the purposes
 aforesaid and to let down any part of the surface of the said lands not oc-
 cupied by buildings now existing or hereafter to be erected and to do all -

30/15/-
 40 15/-
 163/27
 231
 Reserving all
 coal and other
 minerals together
 with certain
 easements

such acts works and things in under upon through or over the said lands or -
any part thereof as may be necessary expedient or convenient for all or any
of the purposes aforesaid doing as little injury as may be to the surface of
the said lands and making reasonable compensation to the said Peter Halliday
and James Johnstone Halliday their executors administrators or assigns for
any damage or subsidence thereby done or occasioned to the said lands such
compensation to be settled in case of dispute in accordance with and subject
to the provisions of "The Arbitration Act 1908" or any statutory modification
thereof for the time being in force

IN WITNESS WHEREOF I the said Innes Grant Macfarlane and the said -
Peter Halliday and James Johnstone Halliday have hereunto subscribed my name
and their names respectively this *Thirtieth* day of *June* one
thousand nine hundred and eleven

SIGNED by the said Innes Grant Mac-)
farlane in the presence of)

I Macfarlane

Geo Ws Bailey
Solicitor

Ponrose Auckland

SIGNED by the said Peter Halliday -)
in the presence of)

Peter Halliday

Geo Ws Bailey
Solicitor Auckland

SIGNED by the said James Johnstone)
Halliday in the presence of)

James Johnstone Halliday

Geo Ws Bailey
Solicitor Auckland

MEMORANDUM OF ENCUMBRANCE

The Title to the said lands is subject to part 13 of "The Land Act 1908"

In the matter of "The Land
Act 1908"

We Peter Halliday of Pahiaua and
James Johnstone Halliday of Ngaruawahia
Farmers do solemnly and sincerely declare
That we are the purchasers from James
Grant Macfarlane of Auckland settler of
all that piece of land containing 1491 acres
2 roads more or less being Sec 1 Block IX and
Sec. 4 Block X Newcastle Survey District
being the whole of the lands comprised in
Vol. 163 Folio 27 and Vol. 163 Folio 231 of the
Register Book at Auckland

Neither of us acquires by virtue of such
purchase any interest in breach of the
provisions of Part XIII of the Land Act 1908
And we make this solemn declaration
conscientiously believing the same to be
true and by virtue of the provisions of
the Justice of the Peace Act 1908

Severally declared at Auckland

this 30th day of June 1911

Before me

Peter Halliday
James Johnstone Halliday

[Signature]

A Solicitor of the Supreme
Court of New Zealand

No.

TRANSFER of Sec. 1 Blk. 9 & Sec. 2

Correct for the purposes of the Land Transfer Act.

Blk. 10

situated in Newcastle Survey District

J. G. Macfarlane Transferor.

T. Halliday and Transferee.

34/121

Particulars entered in the Register Book, Vol. 163

Folio 276 231
the 12 day of July 1917
at 11 o'clock.



District Land Registrar of the District of Auckland.

~~Transmission No. 21452 of the interest
of James Grant Macfarlane deceased
to the Public Trustee entered 2nd
May 1924 at 11.45am
Entered in Error
Transmission No. 183418 of the rights retained in
with transfer the Public Trustee to the
Baptist Union of New Zealand
produced 22nd October 1924 at 10.3am~~

SOUTH

HESKETH & RICHMOND,
Solicitors,
AUCKLAND.

Solicitor.

Transmission No. 21452 of the interest
of James Grant Macfarlane deceased
to the Public Trustee entered 2nd
May 1924 at 11.45am

Transmission No. 183418 of the rights retained in
with transfer the Public Trustee to the
Baptist Union of New Zealand
produced 22nd October 1924 at 10.3am

James Grant Macfarlane
James Grant Macfarlane

Dep to Road B.



View Instrument Details



Instrument No	11946617.2
Status	Registered
Date & Time Lodged	11 March 2021 16:07
Lodged By	Clews, Jennifer Doreen
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
967099	South Auckland

Annexure Schedule Contains 2 Pages.

Signature

Signed by Jennifer Doreen Clews as Territorial Authority Representative on 11/03/2021 04:05 PM

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

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



www.waikatodistrict.govt.nz

The Registrar General of Land
South Auckland Land Registry

IN THE MATTER

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

and

IN THE MATTER

of a subdivision Consent pursuant to Sections 104,
108, 220, and 221 of the Act

I, TONY GRANT WHITTAKER Chief Operating Officer of the WAIKATO DISTRICT COUNCIL, hereby certify that the Waikato District Council has granted its consent to the subdivision shown on Deposited Plan 555296, (and being the land described in the First Schedule), subject to certain conditions, including the requirement that the Owner (as defined in the Act) comply on a continuing basis with the conditions set out in the Second Schedule and that this Notice be registered against the Record of Title for Lot 2 on Deposited Plan 555296.

First Schedule

An estate in fee simple in all those parcels of land containing First 58.7629 hectares more or less being Section 18 Block X Newcastle Survey District comprised in Record of Title SA2019/17 And Secondly 252.5238 hectares more or less being Section 22 Block X Newcastle Survey District comprised in Record of Title SA37D/792.

Second Schedule

1. No underground hardwire telecommunications supply reticulation is available to the boundary of Lot 2 as confirmation was obtained from a telecommunications provider advising that provision for a wireless telecommunication connection is available to Lot 2. Details of both the hardwire and alternative services to Lot 2 is available within the application file SUB0154/20 held at the offices of the Waikato District Council.
2. No hardwire energy reticulation is available at the boundary of Lot 2. At the time of building consent, energy supply shall be provided to the land, either via reticulation or an alternative "off the grid" method, to the satisfaction of the Council.

If an "off the grid" method is used, the ongoing costs of maintaining and replacing system components will be at the Owners' cost. The proposed off grid energy solution shall include provision for energy supply and storage suitable to service the scale of any dwelling and building's proposed.



0800 492 452 • www.waikatodistrict.govt.nz

3. The Owners shall pay the Council's costs and disbursements in respect of the preparation, execution, registration and enforcement of this Notice and the Council's conditions set out in this Notice and any variation or cancellation of them.

DATED at Ngaruawahia this 10th day of November 2020

SIGNED for the **WAIKATO DISTRICT COUNCIL** by Tony Grant Whittaker under delegated authority)
)
)

A handwritten signature in black ink, appearing to be "T. Grant Whittaker", written over a horizontal line.

Tony Grant Whittaker
Chief Operating Officer

SUB0154/20

Memorandum of Transfer

GRANT OF EASEMENT

B 254279-2 TE

NEW ZEALAND RURAL PROPERTY TRUST NOMINEES LIMITED

OK (herein called "the ~~Transferor~~") being registered as proprietor of ~~an~~ estates

Grantor

in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of South Auckland containing ~~more or less being~~

FIRSTLY

24.8090 hectares more or less being Allotments 452, 453 and 454 Parish of Waipa and Sections 28, 29, 30, 31, 32, 33, 34 and 35 Block X Newcastle Survey District and excepting from Allotments 452, 453 and 454 Parish of Waipa pursuant to Section 19 Public Works Act 1928 all mines of coal or other minerals not taken by Proclamation 1877 and being all the land comprised and described in Certificate of Title Volume 37B Folio 816 (South Auckland Registry)

SUBJECT TO:

Section 5 Coal Mines Act 1979

NEW ZEALAND STAMP DUTY L-1-1
20/10/9400054001 NONIABLE *.00

SECONDLY

20.2848 hectares more or less being Lots 1 and 2 Deposited Plan 36556 and being portion Section 9 Block X Newcastle Survey District and being all the land comprised and described in Certificate of Title Volume 1115 Folio 59 (Auckland Land Registry)

SUBJECT TO:

Gazette Notice H.332683

THIRDLY

264.2152 hectares more or less being parts of Section 9 Block X Newcastle Survey District and being all the land comprised and described in Certificate of Title Volume 1028 Folio 141 (Auckland Land Registry)

SUBJECT TO:

Gazette Notice H.332683

AA

11
IN CONSIDERATION of an Agreement dated 13 November 1992 between the Grantor and TRANS POWER NEW ZEALAND LIMITED a duly incorporated company at Wellington ("the Grantee") and of the covenants hereafter contained the Grantor TRANSFERS AND GRANTS to the Grantee the following rights and interests as an easement in gross:

1. The right from time to time and at all times to:

- (a) (i) erect and change the size of (with the prior consent in writing of the Grantor to the Grantee's plans and specifications, which consent shall not be unreasonably withheld); and

- (ii) maintain, upgrade, repair, replace and remove;

any building, structure and other apparatus or appliance of whatever nature associated with the transmission of electricity, light and telecommunications signals waves or impulses together with all necessary cables, supports, foundations and other appurtenances ("the structure") in over and through that piece of land marked "B" and "C" on Deposited Plan 67243 ("the Repeater Site Land"), the structure to remain the property of the Grantee; and

- (b) convey send or transport electricity, light and telecommunications signals waves or impulses on over in under across and through the Repeater Site Land.

2. The rights of ingress and egress together with its engineers, surveyors, workmen, agents, employees, servants, contractors, licensees, lessees, or invitees together with the Grantor, the Grantor's lessees, and any other person lawfully entitled with or without any vehicles equipment plant aircraft implements tools cables and materials of any kind in over and through those pieces of land marked "A", "D" and "F" on Deposited Plan 67243, marked "H", "K", "M" and "O" on Deposited Plan 67244 and marked "Q", "S" and "U" on Deposited Plan 67245 ("the Right of Way") for any and all purposes necessary or convenient to the exercise by the Grantee of its rights and interests herein granted in this grant (including the right to extinguish fires), and including the right to construct on the Easement Land all such roads, tracks, access ways, fences, gates and other works limited to the extent deemed necessary by the Grantee for the exercise of its rights and interests granted herein and causing the minimum of disturbance to the Grantor, his land, stock, forestry operations and other property in doing so and provided that any roads, tracks, access ways, fences, gates and other works constructed on the Easement Land are to be constructed using materials of a quality suitable for their purpose and are to be constructed in a proper workmanlike manner.

row

3. The right from time to time and at all times to lay, install, use, maintain, repair, renew, upgrade, change the size of and remove transmission lines in, through or under those pieces of land marked "E" and "G" on Deposited Plan 67243, marked "J", "L", "N" and "P" on Deposited Plan 67244 and marked "R", "T" and "V" on Deposited Plan 67245 ("the Transmission Easement"), the transmission lines to remain the property of the Grantee and to convey, send or transport electricity through the transmission lines.

The term "transmission lines" includes one or more conductors or apparatus or appliances of whatever nature associated with the transmission of electricity and of telecommunications signals, waves or impulses together with all necessary cables, supports, foundations and all appurtenances thereto.

4. (a) The use of the Easement Land by the Grantee and any impact that has on the value of the Land or the use of the Land at any time (whether as forest or otherwise) shall be reviewed by an independent valuer appointed by both parties if they can agree on one and failing agreement appointed by the president for the time being of the New Zealand Law Society at ten yearly intervals during the existence of this grant of easement until it is surrendered merged or extinguished with a view to assessing whether any additional compensation should be paid by the Grantee to the Grantor.
- (b) The valuer shall in undertaking its review have regard to:
- (i) the acknowledgement by both parties (which is hereby given) that at the time the consideration in respect of the grant of this easement was paid the Grantee intended to use Easement Land:
 - (A) as a part of its communication network required to operate the national electricity grid;
 - (B) for making excess capacity available to other permitted users on a cost recovery basis but not to make it available to any users as a commercial revenue making exercise;
 - (ii) the value to the Grantee of the use of the Easement Land and the impact of the grant of easement on the value of the Land or the use of the Land by the Grantor at any time (whether as forest or otherwise); and
 - (iii) the amount of consideration paid by the Grantee to the Grantor at the date of grant of this easement.
- (c) If on the conclusion of the review carried out pursuant to this clause the valuer determines additional compensation should be paid by the Grantee to the Grantor then the Grantee will within 7 days of receipt of the valuers' written determination pay to the Grantor the amount of the additional compensation determined by the valuer.

- (d) The parties will equally share the costs of the valuer.
5. The Repeater Site Land, the Right of Way and the Transmission Easement collectively referred to as the "Easement Land".
6. (a) The right to keep the Easement Land cleared of any buildings, structures, fences, or vegetation both natural and cultivated including trees and shrubs (including any buildings, structures, fences, or vegetation which overhangs the Easement Land) by any means which the Grantee may consider necessary provided that the Grantee shall cause minimum interference to the Easement Land and the Land and the Grantor's use of the Land and the Grantor shall restore the Easement Land and the Land in accordance with clause 7.
- (b) The Grantee may consent in writing to certain existing buildings, structures, fences, or vegetation upon or overhanging the Easement Land at [date of Agreement], remaining on the Easement Land. If the existence of those buildings, structures, fences or vegetation consented to subsequently interferes with or restricts the Grantee's right to use the Easement Land then such consent may be revoked by the Grantee and the Grantee shall indemnify the Grantor for all loss injury or damage suffered and costs incurred by the Grantor as a result of the revocation of consent. If such consent is revoked the cost of removal of any building, structures, fences, or vegetation shall be borne by the Grantee.
- (c) The Grantee may consent in writing to the construction of any buildings, structures, fences, or the planting or cultivation of vegetation including trees and shrubs on the Easement Land or on the Land to the extent any buildings, structures, fences, or vegetation overhang the Easement Land. If the existence of those buildings, structures, fences or vegetation consented to subsequently interferes with or restricts the Grantee's rights to use the Easement Land then such consent may be revoked by the Grantee provided that the Grantee shall indemnify the Grantor for all loss injury or damage suffered and costs incurred by the Grantor as a result of the revocation of consent. If such consent is revoked the cost of removal of any buildings, structures, fences or vegetation shall be borne by the Grantee.
- (d) The Grantee shall be responsible for the removal of any buildings, structures, fences, or vegetation existing on or overhanging the Easement Land at [date of Agreement] in respect of which no consent in writing has been sought or obtained pursuant to clause 5(b). Any loss or damage suffered by the Grantor (if any) as a consequence of removal has been compensated for in the payment for this grant of easement pursuant to the Agreement dated [date of Agreement].



- (e) The Grantee shall not be responsible for or be liable to contribute to the cost of removing any buildings, structures, fences or vegetation, built or cultivated on or overhanging the Easement Land after the [date of Agreement] in respect of which no consent in writing has been sought or obtained pursuant to clause 6(c).
7. The Grantee shall be responsible at its own cost for restoring any part of the Easement Land and any part of the Owner's land adjacent to the Easement Land affected by the Grantee's works to a condition equivalent as far as reasonably practicable to that existing before the works in respect to the effect to the Land caused by its own actions including any negligent act or omission by the Grantee. In particular the Grantee agrees to carry out at its own cost the following:
- (a) Remove surplus soil arising from excavations from the work site if required by the Grantor and leave the site in a neat, contoured condition.
 - (b) Loosen the temporary construction access with suitable equipment to eliminate compaction, if it is agreed that this is necessary.
 - (c) Spread previously existing top soil evenly on the site. If top soil has been lost or damaged in appreciable quantities the Grantee will import top soil of equal quality to make good the quantity lost.
 - (d) Level off the ground so as to present a neat level appearance which follows the contours of the undisturbed surrounding ground.
 - (e) When dealing with arable land and pasture, remove from the surface of the land, all stones in excess of 100mm diameter if they have appeared as a result of the activities of the Grantee.
 - (f) Reseed and fertilise permanent pasture which has suffered heavy damage, in consultation with the Grantor. The rate of seeding, type of seeding, fertilisers and methods used should be sufficient so as to restore the affected area to the standard of the surrounding pasture.
 - (g) Replant forestry which has suffered heavy damage, in consultation with the Grantor. The replanting shall be sufficient so as to restore the affected area to the standard it was in prior to the damage.
 - (h) Maintain access tracks (if any) at its own cost.
8. The Grantor shall not at any time do permit or suffer to be done any act whereby the rights powers licences and liberties granted to the Grantee may be interfered with or affected in any way and in particular the Grantor shall not without the consent in writing of the Grantee:
- (a) Burn off crops trees or undergrowth on the Easement Land.

MB

- (b) Operate or permit to be operated any large machinery or equipment (e.g. cranes, drilling rigs, pile drivers, excavators) within the Easement Land.
9. The consent of the Grantee pursuant to clause 8 hereof shall not be unreasonably withheld, but may be given subject to the power to revoke with appropriate compensation, if it is revoked.
10. The Grantee shall pay to the Grantor damages for all loss, injury or damage suffered by the Grantor caused by the Grantee in respect of the exercise of the rights granted to the Grantee under this easement.
11. The Grantee shall indemnify the Grantor against all claims or demands from third parties for any loss, damage or liability in respect of or arising out of the carrying out by the Grantee (including its employees, agents or invitees) of any works or the exercise of any of the rights or obligations of the Grantee PROVIDED THAT the Grantee shall not be liable to indemnify the Grantor in respect of claims or demands from third parties for any loss, damage or liability caused by the actions of the Owner.
12. The Grantee agrees to comply with the "Code of Practice for Entry on to Private Land - Survey, Investigation, Construction and Maintenance" as agreed with the New Zealand Federated Farmers Inc. and any amendments to it and to comply with the Trans Power "Maintenance Standard for Access Tracks" and any amendments to it.
13. The Grantee shall be entitled as of right to assign all or any of its rights under this grant of easement to any company which is a related company or subsidiary company of the Grantee as those terms are defined in the Companies Act 1955, and shall be entitled to assign all or any of its rights under this grant of easement but only with the prior written consent of the Grantor to any other company, person or body.
14. In this grant of easement unless inconsistent with the context the singular includes the plural and the masculine gender includes the other genders and vice versa and words importing persons include companies and vice versa.
15. All differences which may at any time arise between the Grantor and the Grantee concerning this grant shall be referred to a single arbitrator if the parties can agree upon one arbitrator and otherwise two arbitrators (one to be appointed by each party) and an umpire agreed upon by the arbitrators, and the arbitration shall be governed by the Arbitration Act 1908 or its equivalent in force.

16. This grant and the covenants and conditions herein set forth shall be binding upon and enure for the benefit of the executors administrators successors and assigns of the parties hereto.

IN WITNESS WHEREOF this Transfer has been executed the 3rd day of October
1994

THE COMMON SEAL of NEW)
ZEALAND RURAL PROPERTY)
TRUST NOMINEES LIMITED)
was affixed in the presence of:)



Director

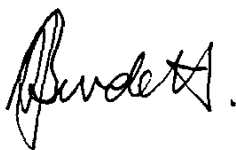
Director/Secretary

THE COMMON SEAL of TRANS)
POWER NEW ZEALAND)
LIMITED was affixed in the)
presence of:)

Director

Director/Secretary

SIGNED for and on behalf of
TRANS POWER NEW ZEALAND LIMITED
by its attorney ALLAN JARDINE
BURDETT in the presence of;

A handwritten signature in dark ink, appearing to read 'Burdett', with a stylized flourish at the end.

Witness

Name

A handwritten signature in dark ink, appearing to read 'A.E. Stead Martin', written in a cursive style.

Occupation

Address

ADRIENNE EILEEN STEAD MARTIN
SOLICITOR
WELLINGTON

TRANS POWER NEW ZEALAND LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, ALLAN JARDINE BURDETT of Wellington, Land and Property Officer, hereby certify that;

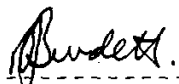
1. By Deed dated 11 June 1991 Trans Power New Zealand Limited at Wellington appointed me its attorney on the terms and subject to the conditions set out in the said Deed.

Copies of that Deed are deposited in the Land Transfer Offices listed below under the number shown alongside each of those offices:

Auckland	C.300979.1	Nelson	309778.1
South Auckland	B.042026.1	Marlborough	160184
New Plymouth	384830	Westland	089851
Gisborne	G.186127.1	Canterbury	945540.1
Hawkes Bay	566736.1	Otago	792575
Wellington	B.185411.1	Southland	192838.1

2. At the date hereof I have not received any notice or information of the revocation of that appointment.

SIGNED at Wellington this 3rd day of October 1994



ALLAN JARDINE BURDETT

~~In Consideration of the sum of~~

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all the Transferor's estate and interest in the said piece or pieces of land

In witness whereof these presents have been executed this day of 19

Signed by the Transferor

(by the affixing of its common seal)

in the presence of:

No.

MEMORANDUM OF TRANSFER

New Zealand Rural Property Trust ~~Transferor~~
Nominees Limited Grantor

Trans Power New Zealand Limited ~~Transferee~~
Grantee

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

Assistant / District Land Registrar of the

District of

Correct for the purposes of the Land Transfer Act 1952

NEP Martin

SOLICITOR FOR THE TRANSFEE

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

P. a. R. K.

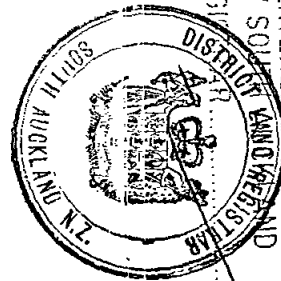
SOLICITOR FOR THE TRANSFEE

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

SOLICITOR FOR THE TRANSFEE

578/216
115/59
102/1141

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH ISLAND
ASST. LAND REGISTRAR



2.45 01.FEB.95 B 204219.2

403 1017-1
TON, cards left in 1 mry
2002 not in register...
S202 JCA. HENRY
15/10/2002
10/10/2002

H705151-4
TE

MEMORANDUM OF TRANSFER
BY WAY OF EASEMENT OF RIGHT OF WAY

WHEREAS:

1 TE WHARE FARMS LIMITED a Company incorporated under the Companies Act 1955 having its registered office at Hamilton (hereinafter with its successors in title and permitted assigns referred to as "the owner") is

registered as the ~~proprietor of an estate~~ 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 South Auckland Land District

containing 252.5239 hectares

be the same a little more or less being Section 22 Block X Newcastle Survey District EXCEPTING THEREOUT the Mines and Minerals contained in Certificate of Title Volume 420 Folio 56 and being all the land comprised in and described in Certificate of Title Volume Folio (South Auckland Registry) (hereinafter referred to as "the servient land") SUBJECT TO Mortgage H316668 and to the reservations and conditions imposed by Section 59 of the Land Act 1948

2 HER MAJESTY THE QUEEN (hereinafter with her heirs and successors referred to as "the Crown") is the owner as scenic reserve subject to the Reserves Act 1977 by New Zealand Gazette 1979/1976 of all that piece of land in the South Auckland Land District containing 221.8689 hectares-be the same a little more or less being Section 23 Block X Newcastle Survey District/(hereinafter referred to as "the dominant land")

/* contained in Gazette Notice H.241460

3 The Minister of Lands acting for and on behalf of the Crown (pursuant to the provisions of Section 12 of the Reserves Act 1977) and the owner have entered into an Agreement whereby the owner has agreed (upon the terms and conditions following) to grant to the Crown a right of way through over and along that part of the servient land as is more particularly shown outlined by bold black lines and marked A on Deposited plan S.20008

NOW THEREFORE pursuant to the provisions of Section 12 of the Reserves Act 1977 and of the said agreement AND IN CONSIDERATION of these presents and of the covenants conditions and agreements hereinafter expressed and implied the owner HEREBY TRANSFERS AND GRANTS to the Crown her officers servants agents employees workers AND with the consent of the owner the public at large (in common with the owner and other persons lawfully entitled) the full free and perpetual right liberty and privilege from time to time on foot only and in daylight hours only TO go pass and repass for the purpose of giving access to the dominant land from the public road abutting the servient land through over and along the said right of way

~~IN CONSIDERATION of the sum of~~

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

~~paid to~~

~~(the receipt of which sum is hereby acknowledged) DO-----HEREBY TRANSFER to the said~~
PROVIDED HOWEVER

- i) that for the purposes of controlling reasonable use of the said right of way by the public at large the gates at both ends of the said right of way may be kept locked and the key in possession of the owner;

~~-----all-----estate and interest in the said piece~~
~~of land above described~~

- ii) that the rights of the public at large shall not extend to or include any person or persons:

- (a) in possession of any firearms, airguns, pistols, restricted weapons, ammunition explosives or other instrument;
- (b) accompanied by any animal of any kind whatsoever or causing or allowing the same to trespass;

Notwithstanding that any such person or persons may hold a licence, permit or other right or authority issued under the provisions of the Reserves Act 1977 and/or the Arms Act 1983 or any regulations thereunder,

TO THE INTENT that the said grant of easement of right of way shall be forever appurtenant to the dominant land for the purpose aforesaid

AND IT IS HEREBY AGREED by and between the owner and the Crown as follows:

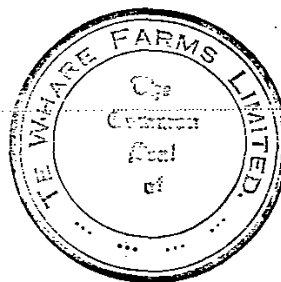
- 1 the Crown will be solely responsible for the construction, maintenance and repair of the said right of way to such standard as she may determine
- 2 the Crown will in the exercise of rights hereby granted cause as little interference as is reasonably possible to the owner's farming operations and keep indemnified the owner from and against any claims which may be made against the owner in respect of any loss or damage arising out of the the exercise of the said rights by the public at large
- 3 the owner will not do anything on or about the said right of way whereby the exercise of the rights hereby conferred may be unreasonably withheld or interrupted.

JP Mc
14/6

IN WITNESS WHEREOF these presents have been executed this fourth (4th)
day of August

One thousand nine hundred and eighty six

THE COMMON SEAL of TE WHARE FARMS
SIGNED by the abovesigned
LIMITED was hereunto affixed
in the presence of



Witness: Mr. H. Cleland (Director)

Occupation: Mr. J. Cleland (Secretary)

Address:

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN by LAWSON)
CHARLES PRICE an Assistant)
Commissioner of Crown Lands for)
the South Auckland Land District,)
in the presence of:)

[Signature]
(Assistant Commissioner of Crown Lands)

[Signature]
Clerk, Lands & Survey

Hamilton

THE CONSENT of the RURAL BANKING AND FINANCE CORPORATION OF NEW ZEALAND as mortgagee
under and by virtue of Memorandum of Mortgage H.316668 is hereby given to the
within written Easement

SIGNED by the RURAL BANKING AND)
FINANCE CORPORATION OF NEW ZEALAND)
as Mortgagee by)
John Henry Coey)
acting on behalf of and under the)
authority of the said Corporation)
pursuant to Section 16 of the Rural)
Banking and Finance Corporation Act)
1974 in the presence of:

[Signature]
Loans Officer
Rural Bank, Hamilton

[Signature]

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER BY WAY OF
GRANT OF EASEMENT OF RIGHT OF WAY

[Signature]
Solicitor for Transferee/s.

HER MAJESTY THE QUEEN Transferor

TE WHARE FARMS 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 and at the time

Assistant Land
of the

The District Solicitor
Department of Lands & Survey
HAMILTON

HAMILTON DISTRICT LAW SOCIETY

R.C.E. PRINT

To [unclear] 16/7
Te Whare Farms Ltd 16-7-86

11.15 29 JAN 87 H 705151
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
ASST. LAND REGISTRAR

