



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

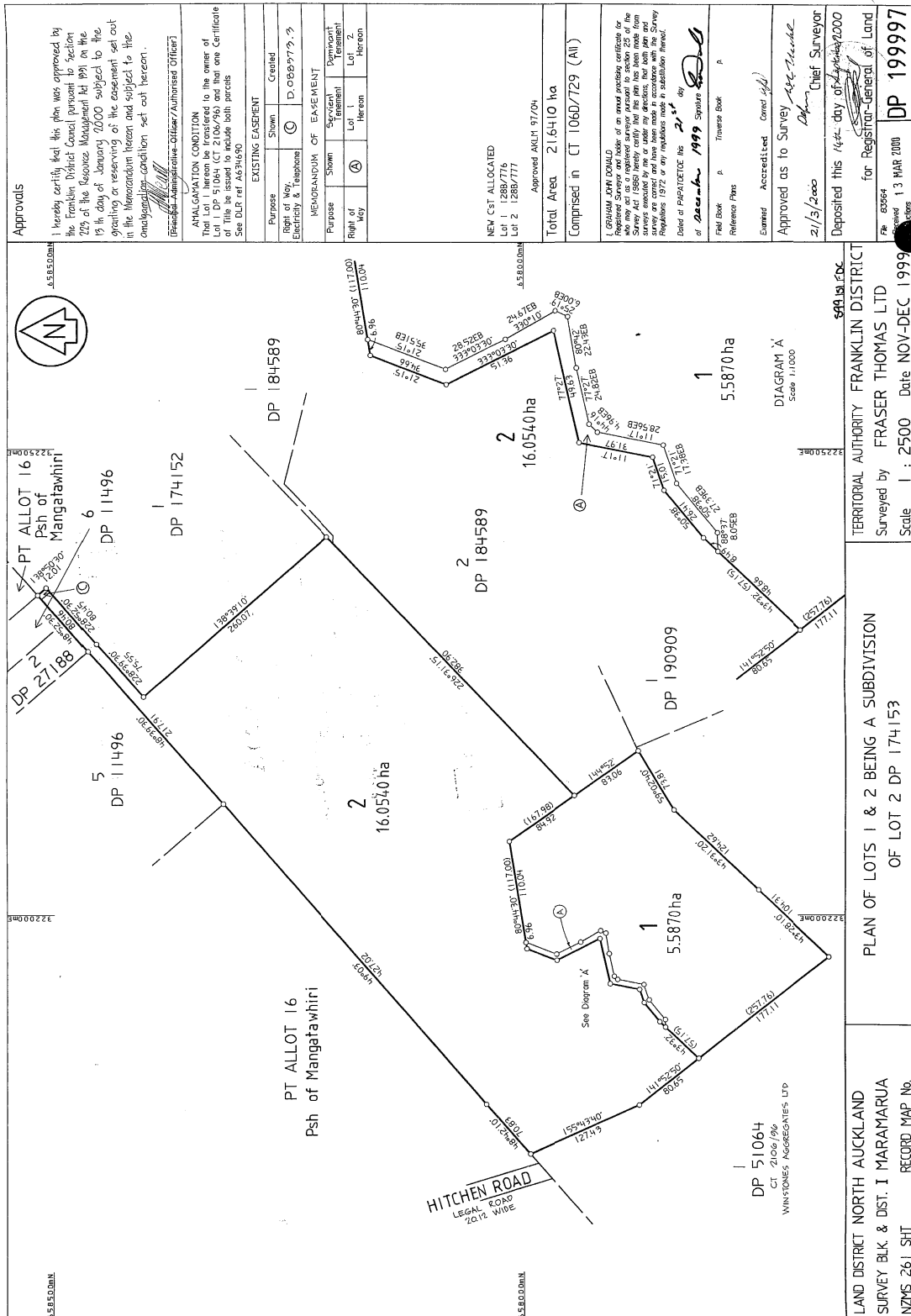
Identifier **NA128B/777**
Land Registration District **North Auckland**
Date Issued 14 September 2000

Prior References
NA106D/729

Estate Fee Simple
Area 16.0540 hectares more or less
Legal Description Lot 2 Deposited Plan 199997
Registered Owners
New Zealand Health Food Park Limited

Interests

Subject to Section 206 Land Act 1924
Subject to Section 8 Coal Mines Amendment Act 1950
D036550.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 22.8.1996 at 11.01 am
D036550.6 Bond pursuant to Section 108(1)(b) Resource Management Act 1991 - 22.8.1996 at 11.01 am
Appurtenant hereto is a right of way and electricity & telephone rights created by Transfer D088573.3 - 20.1.1997 at 1.33 pm
Subject to a right of way and to electricity & telephone rights over part marked C on DP 199997 created by Transfer D088573.3 - 20.1.1997 at 1.33 pm
12398114.1 Resolution pursuant to Section 243(e) Resource Management Act 1991 cancelling the easement condition on plan DP 174152 described in Transfer D088573.3 - 20.2.1997 at 11:33 am
The easements created by Transfer D088573.3 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Deed D284105.6 - produced 23.6.1998 at 3.03 pm and entered 6.8.1998 at 9.00 am
Appurtenant hereto is a right of way created by Transfer D541257.3 - 14.9.2000 at 3.13 pm
The easements created by Transfer D541257.3 are subject to Section 243 (a) Resource Management Act 1991





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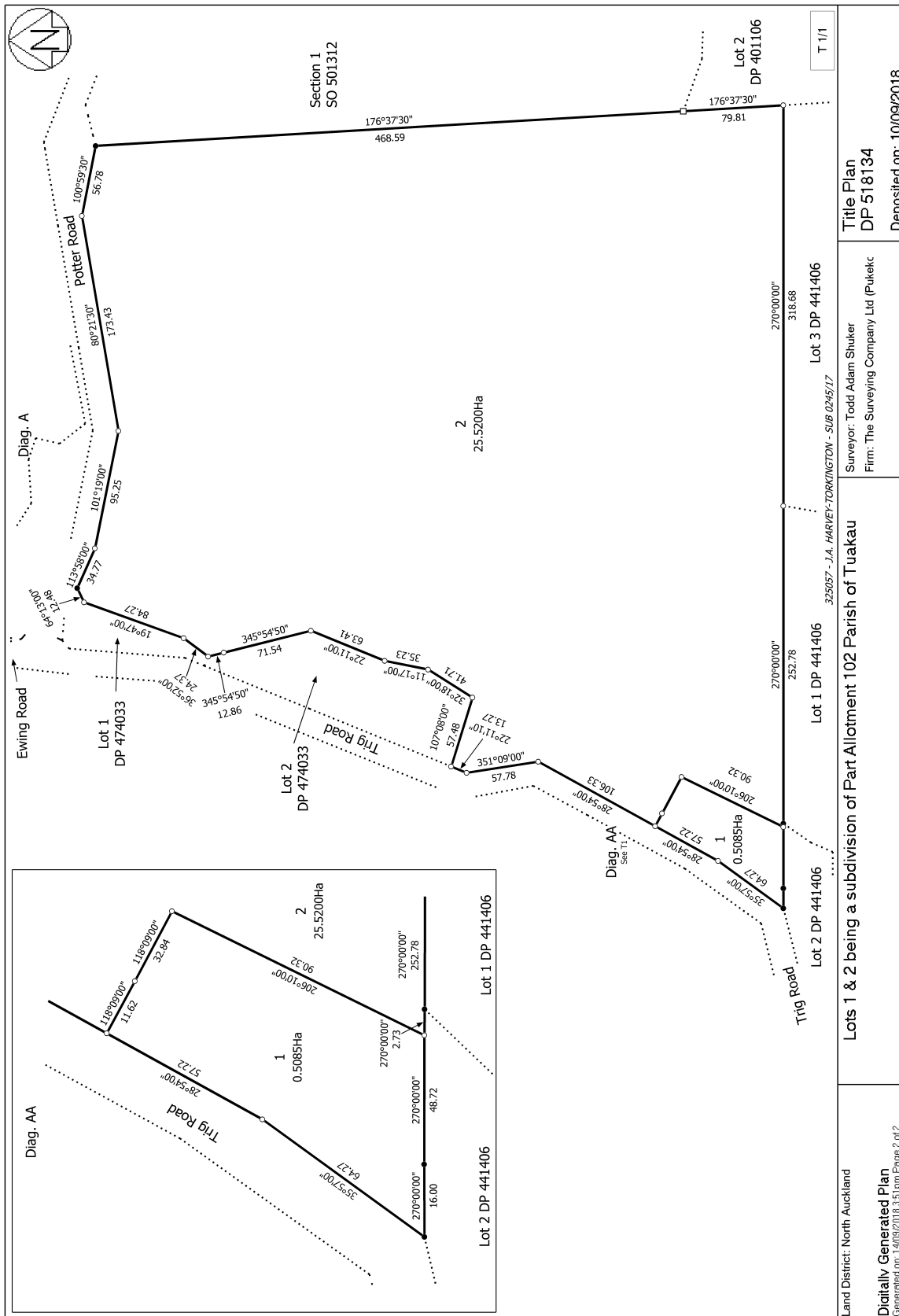

R.W. Muir
Registrar-General
of Land

Identifier 811242
Land Registration District North Auckland
Date Issued 10 September 2018

Prior References
NA58D/407

Estate Fee Simple
Area 25.5200 hectares more or less
Legal Description Lot 2 Deposited Plan 518134
Registered Owners
New Zealand Health Food Park Limited

Interests
11219476.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 10.9.2018 at 12:54 pm





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UNDER LAND TRANSFER ACT 2017
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R.W. Muir
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Identifier **402386**
Land Registration District **North Auckland**
Date Issued 25 June 2008

Prior References

NA131B/303 NA789/174

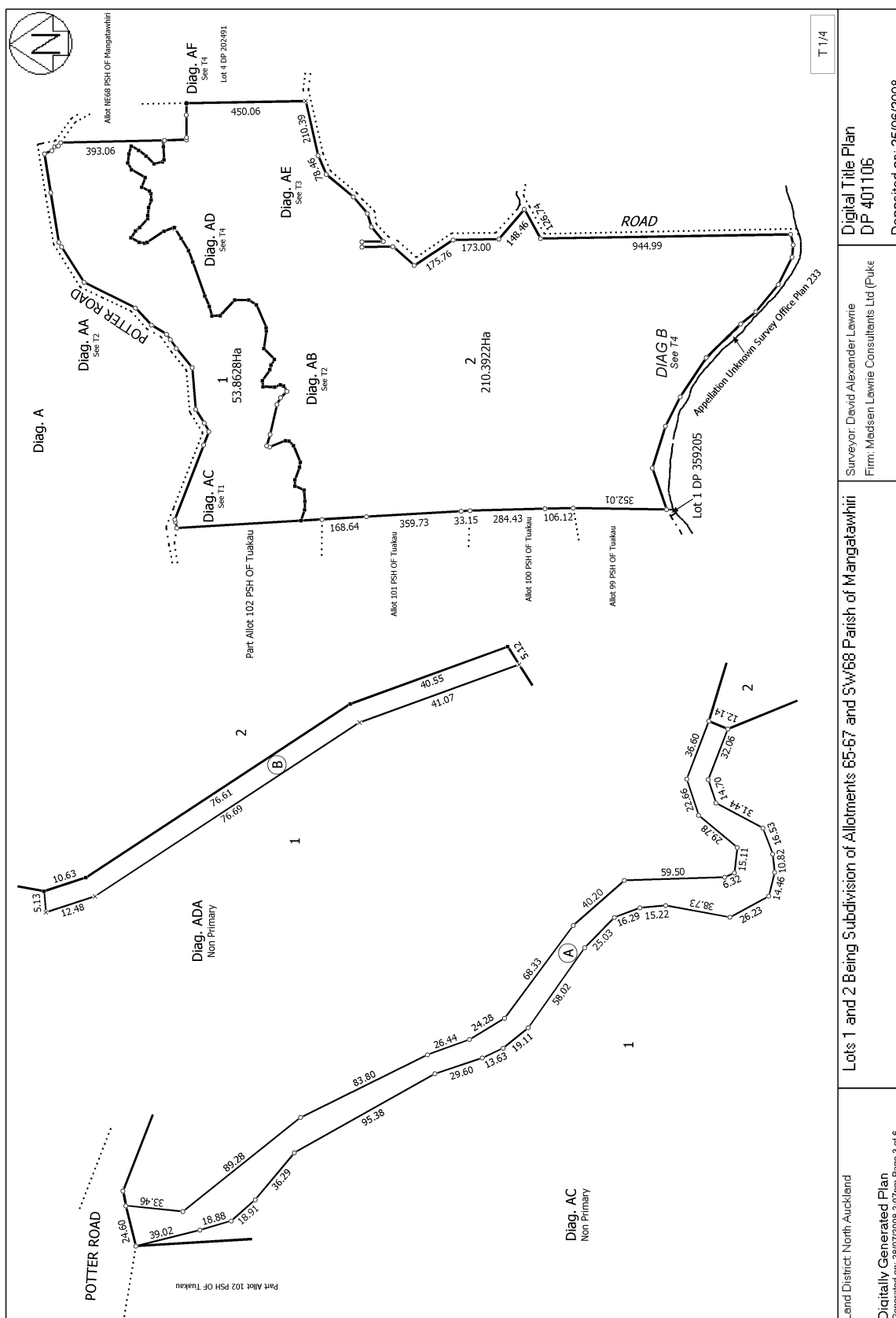
Estate Fee Simple
Area 230.2475 hectares more or less
Legal Description Lot 2 Deposited Plan 401106 and Lot 4
Deposited Plan 202491

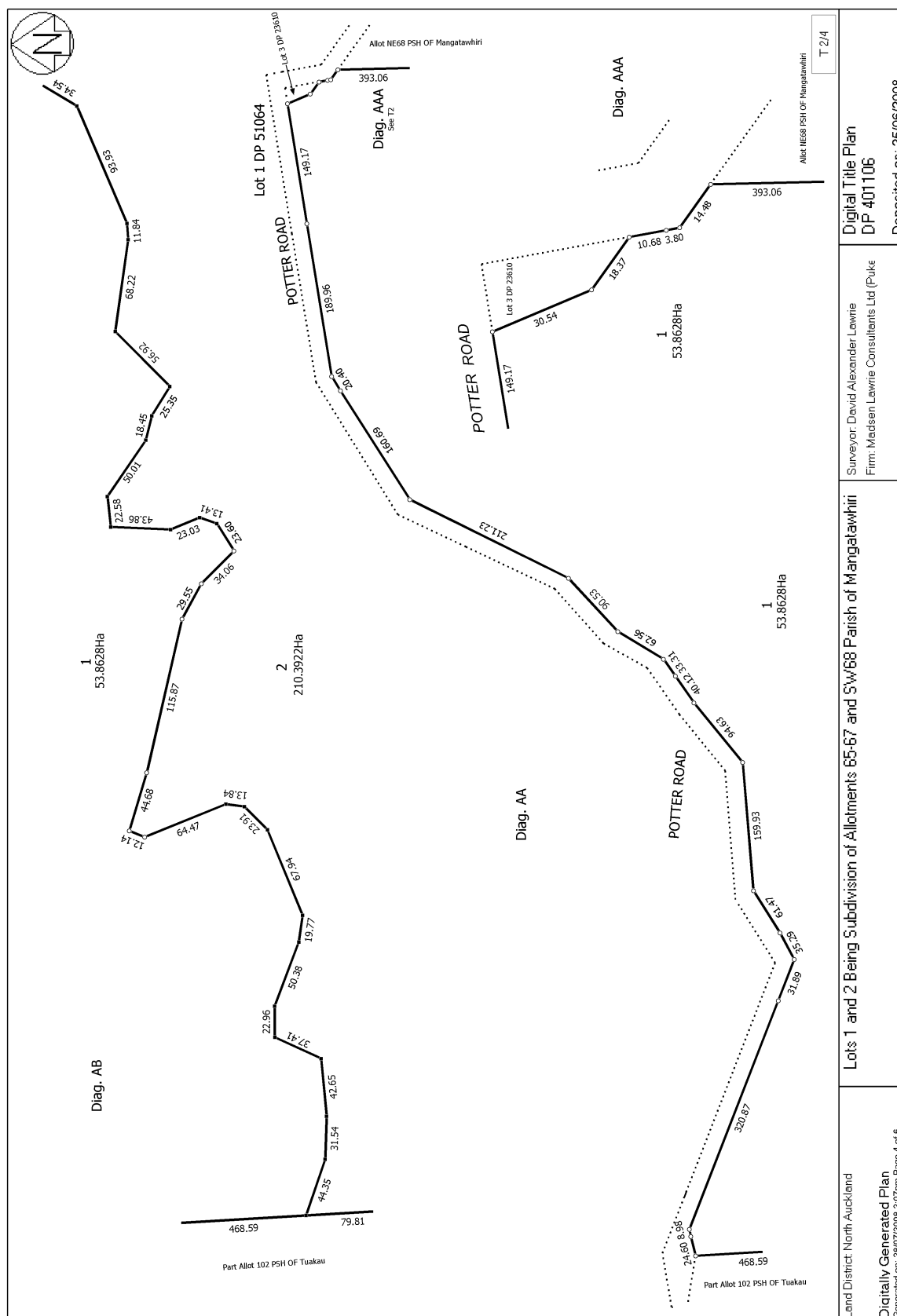
Registered Owners

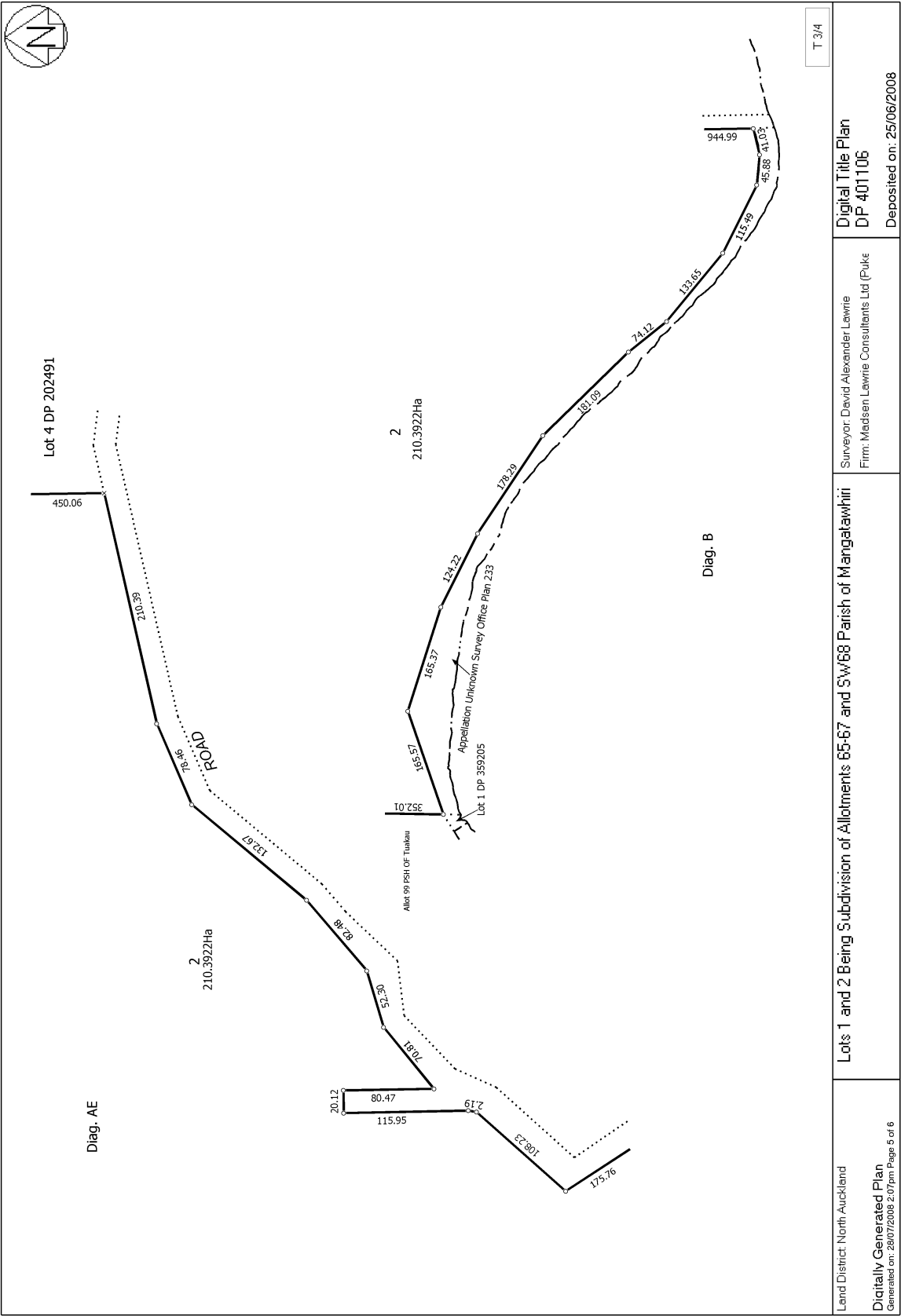
New Zealand Health Food Park Limited

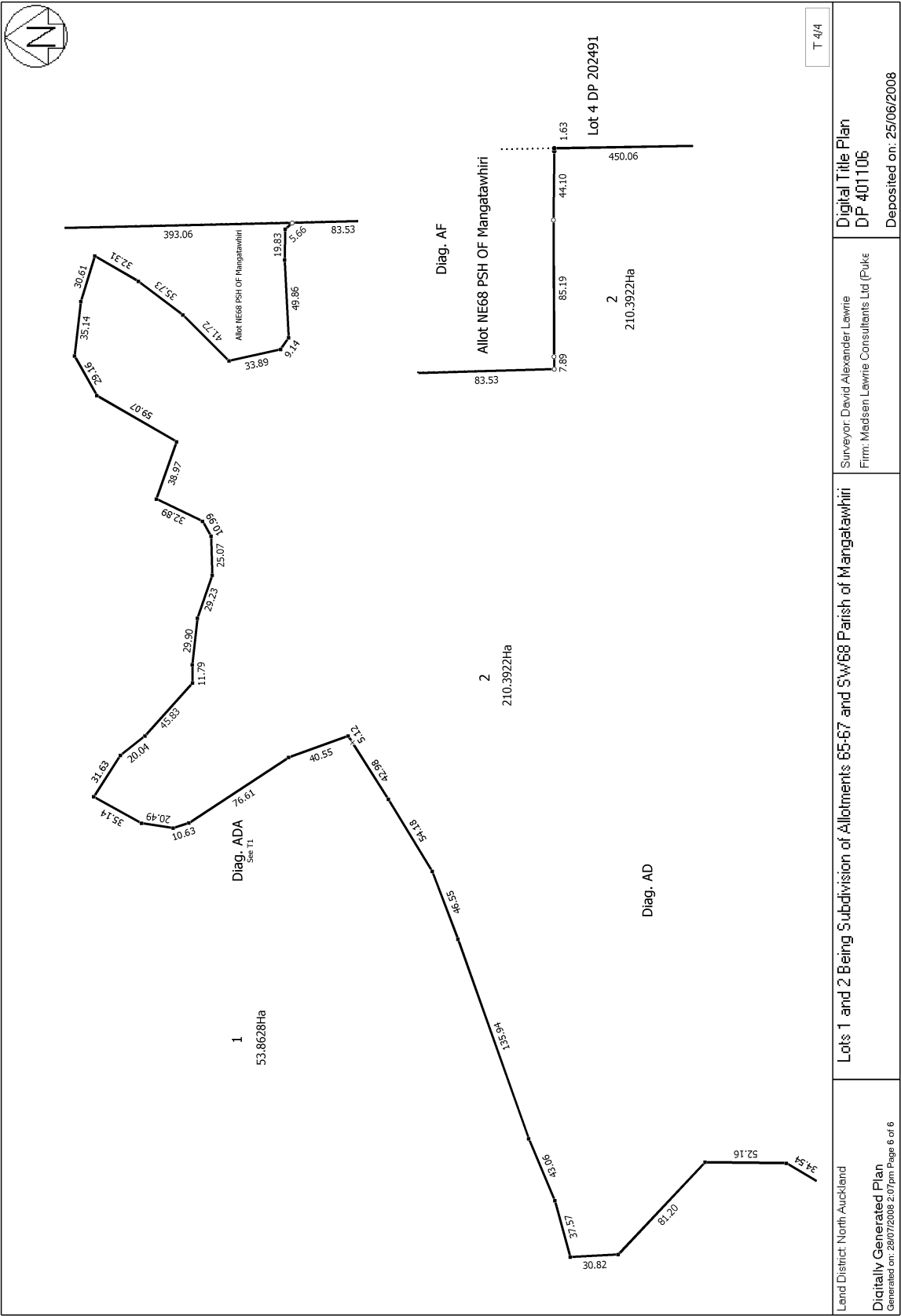
Interests

Appurtenant hereto is a right of way created by Conveyance 252834 (R271/39) (affects part formerly CT NA789/174)
Appurtenant hereto is a right of way created by Transfer 97263 (affects part formerly CT NA789/174)
Land Covenant in Transfer 6038626.2 - 11.6.2004 at 9:00 am (affects part formerly CT NA131B/303)
Appurtenant hereto Lot 2 DP 401106 is a right of way and rights to convey water, electricity, telecommunications & computer media and a right to drain stormwater created by Easement Instrument 7857540.3 - 25.6.2008 at 9:00 am
Subject to Section 241(2) Resource Management Act 1991 (affects DP 401106)
Land Covenant in Deed 7857540.7 - 25.6.2008 at 9:00 am
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm
10921703.5 Mortgage to ANZ Bank New Zealand Limited - 6.10.2017 at 3:45 pm





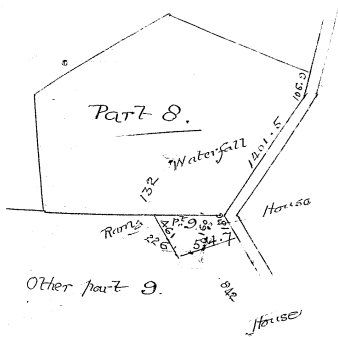




244193

1915 John H. Horvie with A. G. Diprose: Memorandum of Agreement made the 31st day of August one thousand nine hundred and fifteen between John Macfarlane Horvie of the District of Auckland Farmer of the one part and Arthur Gilbert Diprose of the same Farmer of the other part whereunto said John Macfarlane Horvie is the owner of part of the Allomans number eight and nine other part of the said Allomans nine and whereunto the said Arthur Gilbert Diprose is the owner of their joint and several land down pipes and a main for the purpose of obtaining the property of the said John Macfarlane Horvie being part of the said Allomans nine and whereunto the said Arthur Gilbert Diprose being part of the said Allomans nine (being) part of the said Allomans nine and pipes have been taken on the respective properties of the said parties and the said parties have entered to execute this agreement for the purpose of setting out the terms on which the said pipes and main shall be maintained. Now this Agreement between them that each of them the said John Macfarlane Horvie and Arthur Gilbert Diprose doth hereby for himself his executors administrators and assigns and so as to bind the owners or owners for the time being of their (A.G.D. J.H.H.) respective properties agree with the other of them his executors administrators and assigns:—

1. That the said parties shall at their joint expenses at all times keep & maintain in their present position in good and proper working order & repair and erection of said pipes and main.
2. That neither of the said parties will at any time divert or attempt to divert the water supply from the intake of pipes leading to the said main or to interfere with the said supply in any manner to the detriment of the other of them.



3. That should the said pipes or main at any part or parts thereof respectively require repairing or renewing at any time the parties may do so by either of the parties hereto and the other shall pay to the party repairing or repairing the same one half of the cost of such work.
4. That either of the said parties hereto shall be at liberty at all reasonable times with written notice to enter upon the land of the other of them for the purpose of inspecting repairing or renewing the said main and pipes at any part or parts thereof respectively. Provided that the party so entering on the land of the other his workmen and servants shall use all reasonable care to do no damage or interfere with the property of the other as little as possible.

5. Should either party make default in payment of his share of the cost of any such repairing or renewing as aforesaid the other party shall be at liberty to recover the same by process of law.

6. Should any difference or dispute arise between the parties touching or concerning any matter or thing herein contained or the construction of this agreement the same shall be referred to two arbitrators of their respective choice and with the powers conferred by the Arbitration Act 1908 or any amendment thereof.

As witnesses the hands of the parties to be signed by the said John Macfarlane Horvie. A.G. Diprose
In presence of Thos. J. Hicks Farmer of the same
Signed by the said Arthur Gilbert Diprose in the presence of Thos. J. Hicks Farmer of the same



In the Quality due
to Condition
of Original

252305 (R266/318) YEC

N. 252305

Received for Registration the

13th day of November 1916 at 1pm

Arthur H. Fletcher Dy. Registrar

20 A 64

15 A 140

Stamp
1/- 6246
Auckland
2 SP. 15

AN AGREEMENT made the 31st day of August One thousand
-----nine hundred and fifteen BETWEEN JOHN

MACFARLANE NORRIE of Pokeno in the Provincial District
of Auckland Farmer of the one part and ARTHUR GILBERT DIPROSE of Pokeno

aforesaid Farmer of the other part WHEREAS the said John Macfarlane

Norrie is the owner of part of the allotments numbered Eight and Nine

of the Parish of Maungatawhiri and the said Arthur Gilbert Diprose is

owner of the other part of the said Allotment Nine AND WHEREAS the

said parties have at their joint expense laid down pipes and a ram for

the purpose of obtaining supplies of water for their respective proper-

ties from the waterfall existing on the property of the said John

Macfarlane Norrie being part of the said allotment Eight AND WHEREAS

the said ram has been fixed on the property of the said Arthur Gilbert

Diprose being part of the said allotment Nine and pipes, have been laid

from the said waterfall to the said ram and from the said ram to tanks

on the respective properties of the said parties and the said parties

have agreed to execute this agreement for the purpose of setting out

the terms on which the said pipes and ram shall be maintained NOW THIS AGREEMENT WITNESSETH that each of

them the said John Macfarlane Norrie and Arthur Gilbert Diprose doth hereby for himself his executors

administrators and assigns and so as to bind the owners or owner for the time being of their respective

A.G.D. J.M.N

properties agree with the other of them his executors administrators and assigns.

DATED 31st August 1915

JOHN M. NORRIE

WITH

A.G. DIPROSE

MEMORANDUM OF AGREEMENT

Russell Campbell & McVeagh

Auckland

1. T H A T the said parties shall at their joint expense at all times hereafter maintain in their present ^{sic} present position in good and proper working order repair and condition the said pipes and ram

2. T H A T neither of the said parties will at any time hereafter divert or attempt to divert the water supply from the intake or pipes leading to the said ram or to interfere with the said supply in any manner to the detriment of the other of them.

3. T H A T should the said pipes or ram or any part or parts thereof respectively require repairing or removing at any time the same may be done by either of the parties hereto and the other shall pay to the party renewing or repairing the same one half of the cost of such work.

4. T H A T either of the said parties hereto shall be at liberty at all reasonable times with workmen and others to enter upon the land of the other of them for the purpose of inspecting repairing or renewing the said ram and pipes or any part or parts thereof respectively provided that the party so entering on the land of the other his workmen and servants shall use all reasonable care so as to damage or interfere with the property of the other as little as possible.

5. S H O U L D either party make default in payment of his share of the cost of any such renewing or repairing as aforesaid the other party shall be at liberty to recover the same by process of law

6. S H O U L D any difference or dispute arise between the parties touching or concerning any matter or thing herein contained or the construction of this agreement the same shall be referred to two arbitrators or their umpire in the manner prescribed and with the powers conferred by "The Arbitration Act 1908 " or any amendment thereof.

AS WITNESS the hands of the parties hereto.

SIGNED by the said John Macfarlane Norrie

J.M.Norrie

----- in the presence of :- Thos. J.Hicks

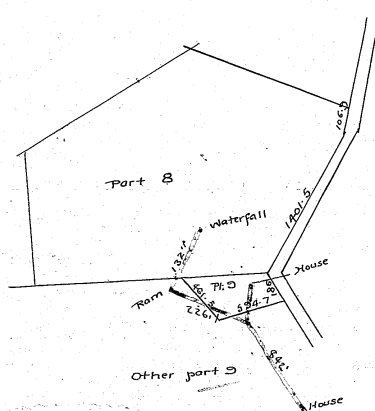
Farmer Pokeno

SIGNED by the said Arthur Gilbert Diprose

A.G.Diprose

----- in the presence of :- Thos.J.Hicks

Farmer Pokeno



The deed of which the above is a copy is attached to Deed of Assignment No. 252304 R 266-316

Compared copy & received No. 252305 this 6th day of Mar 1916

John Macfarlane Norrie





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

Identifier **549368**
Land Registration District **North Auckland**
Date Issued 06 April 2011

Prior References

NA131B/301 NA35C/660

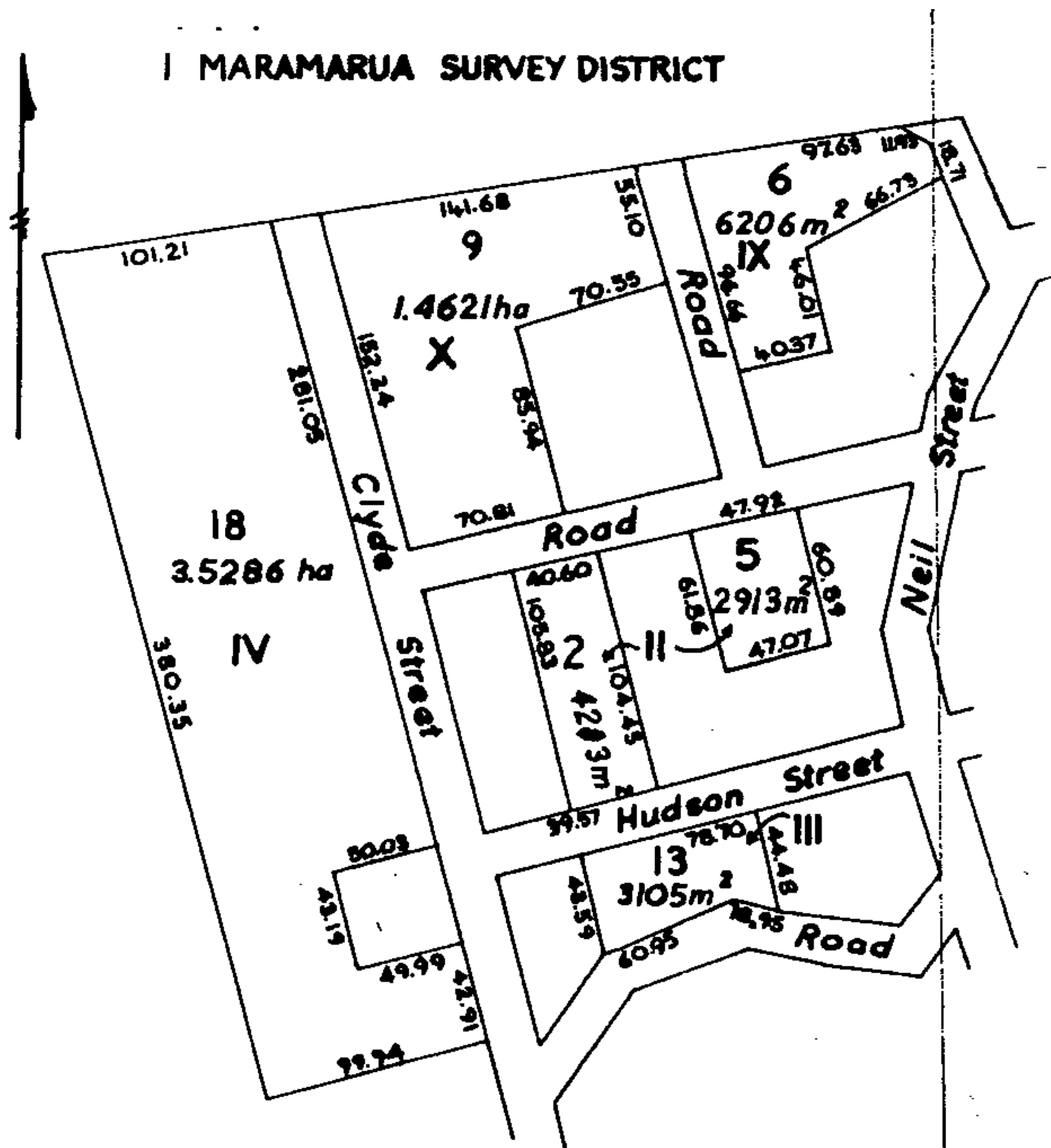
Estate Fee Simple
Area 38.2804 hectares more or less
Legal Description Lot 1, 3, 5 Deposited Plan 202491 and Lot
1-2 Deposited Plan 23610 and Allotment 9
Section X Havelock Village

Registered Owners

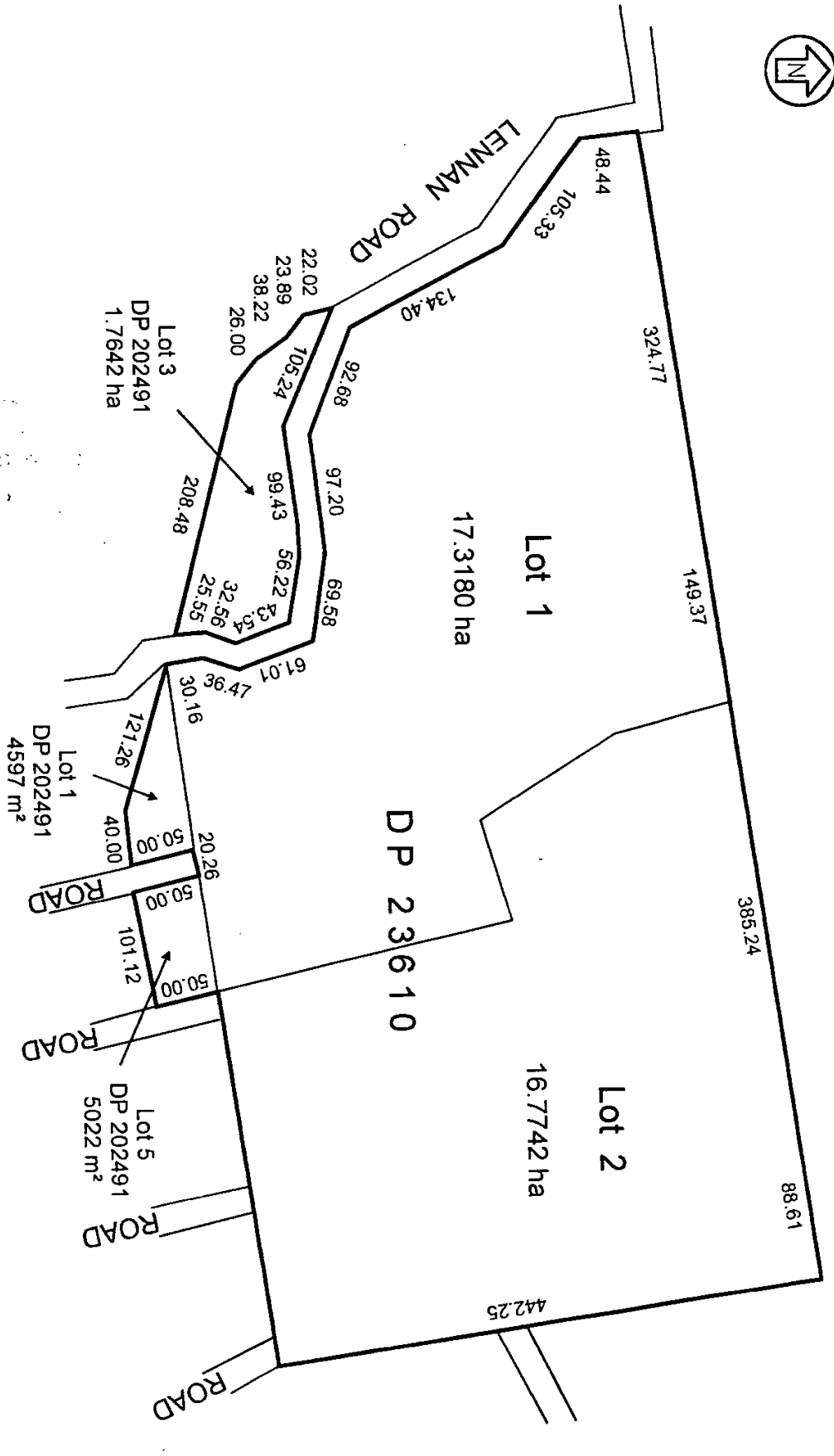
New Zealand Industrial Park Limited

Interests

Subject to Section 206 Land Act 1924 (affects part formerly in CT NA1011/257)
Subject to Section 8 Coal Mines Amendment Act 1950 (affects part formerly in CT NA1011/257)
Subject to Section 27B State-Owned Enterprises Act 1986 (which provides for the resumption of land on the recommendation of the Waitangi Tribunal and which does not provide for third parties, such as the owner of the land, to be heard in relation to the making of any such recommendation) (affects part formerly NA78D/799)
Subject to Part IV A Conservation Act 1987 (affects part formerly NA78D/799)
Subject to Section 11 Crown Minerals Act 1991(affects Lots 1 and 2 DP 23610)
Subject to Section 3 Petroleum Act 1937 (affects part formerly NA78D/799)
Subject to Section 8 Atomic Energy Act 1945 (affects part formerly NA78D/799)
Subject to Section 59 Land Act 1948 (affects part formerly NA35C/658 and NA35C/660)
Subject to Section 3 Geothermal Energy Act 1953 (affects part formerly NA78D/799)
Subject to Sections 6 and 8 Mining Act 1971 (affects part formerly NA78D/799)
Subject to Section 5 Coal Mines Act 1979 (affects part formerly NA78D/799)
Subject to Section 261 Coal Mines Act 1979 (affects part formerly NA78D/799)
Land Covenant in Deed 7857540.7 - 25.6.2008 at 9:00 am
Subject to Section 241(2) Resource Management Act 1991 (affects DP 438323)
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm
Land Covenant in Easement Instrument 9393632.3 - 28.6.2013 at 2:20 pm



Total area 36.8183 ha



CT 131B/301/
N1980



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

Identifier **614851**
Land Registration District **North Auckland**
Date Issued 26 July 2013

Prior References

344137 344138 NA128B/776
NA17D/19

Estate Fee Simple
Area 43.6225 hectares more or less
Legal Description Lot 1 Deposited Plan 51064 and Lot 1
 Deposited Plan 199997 and Lot 3
 Deposited Plan 463893

Registered Owners

New Zealand Industrial Park Limited

Interests

Subject to Section 241(2) Resource Management Act 1991 (see DP 199997)
Subject to Section 206 Land Act 1924 (affects Lot 1 DP 199997 and Lot 1 DP 51064)
Subject to Section 8 Coal Mines Amendment Act 1950 (affects Lot 1 DP 199997 and Lot 1 DP 51064)
D036550.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 22.8.1996 at 11.01 am (affects Lot 1 DP 199997)
D036550.6 Bond pursuant to Section 108(2)(b) Resource Management Act 1991 - 22.8.1996 at 11.01 am (affects Lot 1 DP 199997)
Appurtenant to Lot 1 DP 199997 is a right of way and electricity and telephone rights created by Transfer D088573.3 - 20.1.1997 at 1.33 pm
Land Covenant in Deed D284105.4 - produced 23.6.1998 at 3.03 pm and entered 6.8.1998 at 9.00 am (affects part Lot 3 DP 463893 being part formerly Lot 1 DP 184589)
Land Covenant in Deed D284105.6 - produced 23.6.1998 at 3.03 and entered 6.8.1998 at 9.00 am (affects Lot 1 DP 199997)
Subject to a right of way over part Lot 1 DP 199997 marked A on DP 199997 created by Transfer D541257.3 - 14.9.2000 at 3.13 pm
The easements created by Transfer D541257.3 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Deed D541257.6 - 14.9.2000 at 3.13 pm (affects part Lot 3 DP 463893 being part formerly Lot 1 DP 184589)
Appurtenant to part Lot 3 DP 463893 being part formerly Lot 4 DP 385944 is a right of way, a right to convey water, electricity, telecommunications and computer media created by Easement Instrument 7379320.3 - 21.5.2007 at 9:00 am
The easements created by Easement Instrument 7379320.3 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Deed 7857540.7 - 25.6.2008 at 9:00 am

Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm

Land Covenant in Easement Instrument 9393632.3 - 28.6.2013 at 2:20 pm (affects Lot 3 DP 463893)

Subject to Section 241(2) Resource Management Act 1991 (affects DP 463893)

Subject to a right (in gross) to convey gas over part Lot 3 DP 463893 marked C on DP 479019, over part Lot 1 DP 199997 marked D on DP 479019 and over part Lot 1 DP 51064 marked E on DP 479019 in favour of Vector Limited created by Easement Instrument 9957943.1 - 30.1.2015 at 1:56 pm

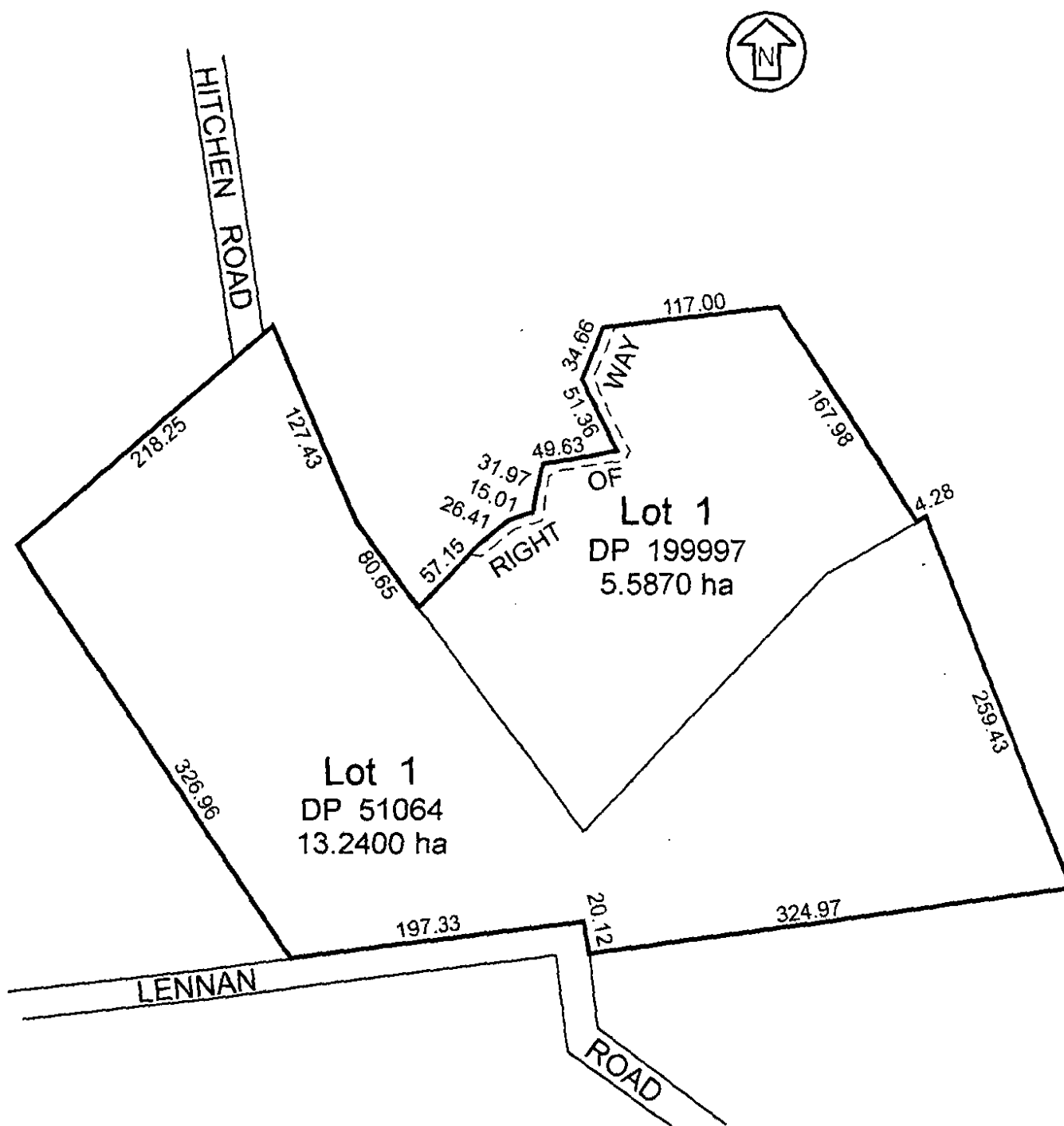
Subject to a right (in gross) to convey water over part Lot 1 DP 51064 marked A on SO 488637 in favour of Waikato District Council created by Gazette Notice 10431934.1 - 16.5.2016 at 7:00 am

10701010.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Waikato District Council - 13.2.2017 at 9:12 am

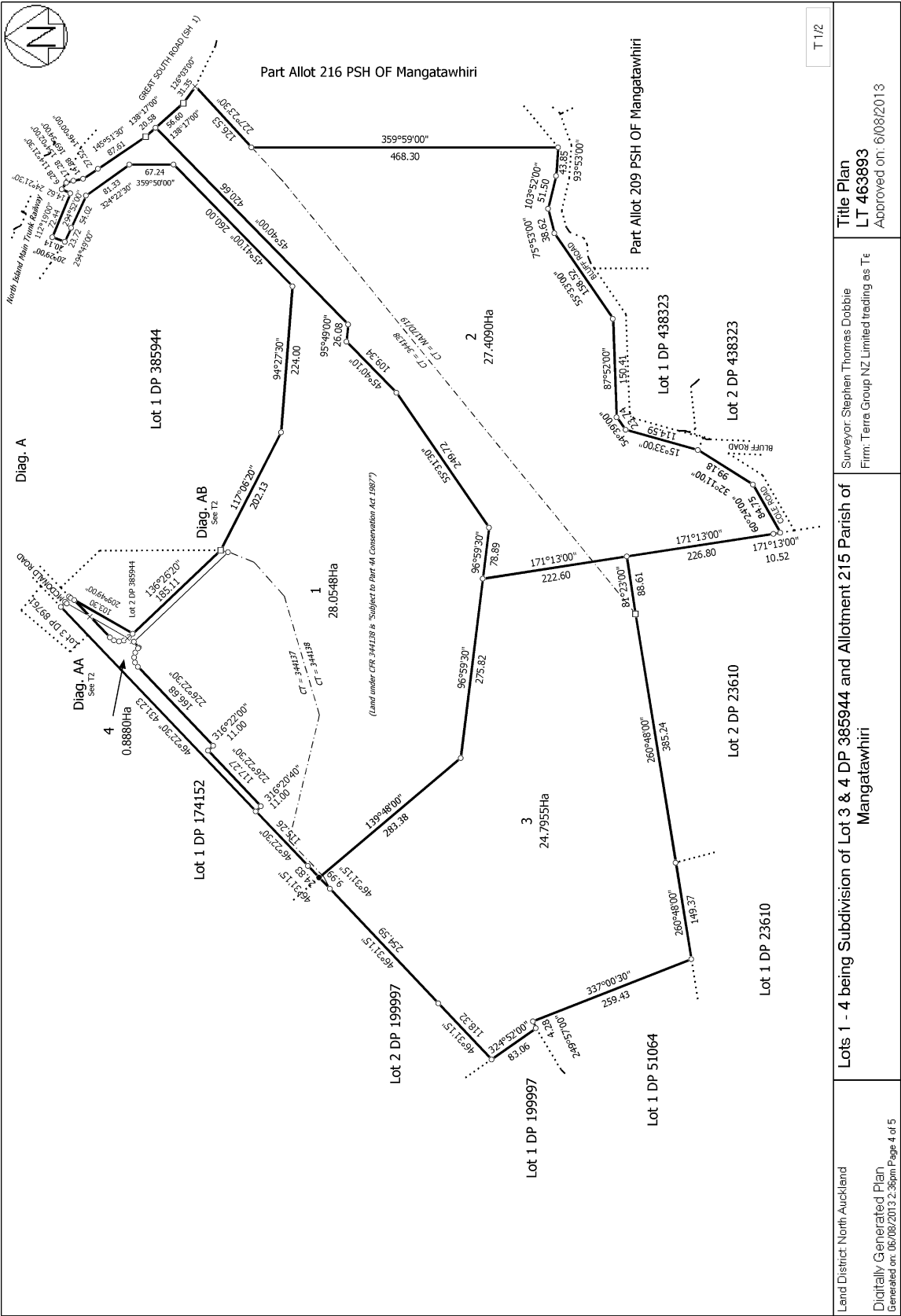
11286192.1 Court Order pursuant to Section 316 and 317 Property Law Act 2007 extinguishing Land Covenants D284105.4 and D541257.6 in so far as they affect Lot 1 DP 463893 contained in RT 614849 - 23.11.2018 at 11:18 am

11914737.1 Revocation of Land Covenant D284105.4 as to RT 614849 appurtenant hereto - 13.11.2020 at 9:13 am

11914737.2 Revocation of Land Covenant D541257.6 as to RT 614849 appurtenant hereto - 13.11.2020 at 9:13 am



TOTAL CT AREA: 18.8270 ha



T 1/2

Title Plan
LT 463893

Approved on: 6/08/2013

Surveyor: Stephen Thomas Dobbie
Firm: Terra Group NZ Limited trading as Te

Lots 1 - 4 being Subdivision of Lot 3 & 4 DP 385944 and Allotment 215 Parish of
Mangatawhiri

Land District: North Auckland
Digitally Generated Plan
Generated on: 06/08/2013 2:36pm Page 4 of 5

EASEMENT CERTIFICATE

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

EI 5609239.10 Easement

Cpy - 01/01, Pgs - 005, 03/06/03, 16:34

I/We **EDWARD GRANT BROWN and MAURICE DESMOND HAYES**



DocID 310807515

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 **AUCKLAND** **2002** under No. **211605** 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. **211605**

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 1 Lot 3	"A, B & J" "H, C & K"	Lot 2 Lot 2	1394/495
Right to convey Electricity	Lot 1 Lot 3	"B, D & E" "F, H & K"	Lots 2 & 3 Lot 2	496 497.
Right to convey Electricity and Water	Lot 2 CT 121C/610	"G"	Lot 1	

E. G. B.

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:

A. **Right of way easements**

The following provisions shall apply to each right of way easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and other authorised persons) for emergency purposes only for shifting the Grantee's stock to pass and re-pass:
 - (i) on foot with or without domestic animals of any kind; and
 - (ii) with motor and other vehicles, laden and unladen, machinery and implements of any kind for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.
- (b) In relation to the right of way shown "A, B and J" on Deposited Plan 211605 the Grantee and Grantor shall be responsible for:
 - (i) the formation of the right of way; and
 - (ii) the maintenance of the right of way in good, clean order, repair and condition.
- (c) In relation to the right of way shown "H, C and K" on Deposited Plan 211605 the Grantee shall be responsible for:
 - (i) the formation of the right of way; and
 - (ii) the maintenance of the right of way in good, clean order, repair and condition; and
 - (iii) the maintenance, repair and if necessary replacement of the bridge crossing the stream where the right of way adjoins Lot 2 and the maintenance, repair and replacement of any gates and fences thereto.

B. **Right to convey electricity**

The following provisions shall apply to each energy supply easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to lead and convey electricity, electric impulses, gas and any other form of energy without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the servient land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the energy supply area to the dominant land.
- (b) The Grantee shall be responsible for arranging:
 - (i) the installation of the energy supply; and
 - (ii) the repair and maintenance of the energy supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

E.S.B.



Annexure Schedule

EASEMENT

~~MORTGAGE~~

~~MAXIMUM~~

Dated

Page

of

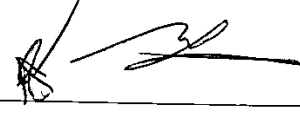
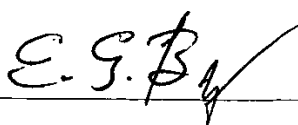
Pages

C. **Right to Convey Water**

The following provisions shall apply to each water supply easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to convey and lead water in free and unimpeded flow (except during any periods of necessary renewal and/or repair) from the public street adjoining the servient land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the energy supply area to the dominant land.
- (b) The Grantee shall be responsible for arranging:
 - (i) the installation of the water supply; and
 - (ii) the repair and maintenance of the water supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

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.



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

Dated this 26th day of November 2002

Signed by the above-named

MAURICE DESMOND HAYES

in the presence of

Witness *A. Amelia Curkren*
Occupation *Accounts clerk*
Address *45. Mame Road*
Papakura

Dated this 9th day of December 2002

Signed by the above-named

EDWARD GRANT BROWN

in the presence of

Witness *E. G. Brown*
Occupation *Solicitor*
Address *BRYAN JAMES SCOTT*
SOLICITOR
PUKEKOHE

Correct for the purposes of the Land Transfer Act 1952

[Signature]
(Solicitor for) the registered proprietor:

EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting
STURROCK MONTEITH & CO SOLICITORS PUKEKOHE

Auckland District Law Society
REF: 4050

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

10 EC 38

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

EI 5931465.4 Easement I

Cpy - 01/01, Pgs - 003, 17/03/04, 15:16



DocID: 31132/RRR

Land registration district

North Auckland

Grantor

Surname(s) must be underlined.

Sharon Christine Harris-Scoble

Grantee

Surname(s) must be underlined.

Edward Grant Brown

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

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

Dated this 24th day of February 2004

Attestation

	Signed in my presence by the Grantor
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
Witness name	RICHARD COLIN COOK.
Occupation	FARRIER.
Address	145 HELENSLEE RD
Signature [common seal] of Grantor	

	Signed in my presence by the Grantee
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
Witness name	RICHARD COLIN COOK.
Occupation	FARRIER
Address	145 HELENSLEE RD.
Signature [common seal] of Grantee	

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

[Solicitor for] the Grantee

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

Annexure Schedule 1

Easement instrument

Dated

24 February 2004

Page

1

of

1

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way power and telephone	Area A on deposited plan 133200.	Lot 2 deposited plan 176087 certificate of title NA78B/939	Lot 6 deposited plan 133200 certificate of title NA78B/943

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

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

Continue in additional Annexure Schedule if
required.

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

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

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

[the provisions set out in Annexure Schedule-2].

Covenant provisions

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

Continue in additional Annexure Schedule if required.

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

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

[Annexure Schedule-2].

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

E. G. Brown

M. J. Harris-Soule

CONSENT TO REGISTRATION OF EASEMENT

SOUTHERN CROSS BUILDING SOCIETY as Mortgagee under Mortgage D293811.2 consents to registration of an easement instrument where the registered proprietor of the land in Certificate of Title ("CT") NA78B/939 (Sharon Christine Harris-Scoble) grants to the registered proprietor of the land in CT NA78B/943 (Edward Grant Brown) right of way, power and telephone easement rights under that part of the land in CT78B/939 marked "A" on deposited plan 133200.

DATED 26 - January 2004

SIGNED by SOUTHERN)
CROSS BUILDING SOCIETY)


Alistair Rankin
Lending Analyst

View Instrument Details



Instrument No 9386533.2
Status Registered
Date & Time Lodged 17 June 2013 13:27
Lodged By Inder, Craig Wyles
Instrument Type Easement Instrument



Affected Computer Registers Land District

599273	North Auckland
599274	North Auckland

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 ☒
- I certify that the Mortgagee under Mortgage 6017882.4 has consented to this transaction and I hold that consent ☒

Signature

Signed by Craig Wyles Inder as Grantor Representative on 14/06/2013 04:33 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 Craig Wyles Inder as Grantee Representative on 14/06/2013 04:33 PM

*** End of Report ***

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

Maurice Desmond Hayes

Grantee

Maurice Desmond Hayes

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
Right of Way	D (459108)	Lot 2 (599274)	Lot 1 (599273)
Right to Convey water, electricity, telecommunications and computer media	D (459108)	Lot 2 (599274)	Lot 1 (599273)
Right to convey electricity	E (459108)	Lot 2 (599274)	Lot 1 (599273)

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

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

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

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 _____]~~



View Instrument Details

Instrument Type	Mortgage
Instrument No	11819402.3
Status	Registered
Date & Time Lodged	12 August 2020 16:41
Lodged By	Rowley, Benjamin George

Affected Records of Title	Land District
599274	North Auckland

Mortgagors

Pokeno West Limited

Mortgagees

New Zealand Health Food Park Limited

Share

Mortgage Details

Memorandum Number	2018/4346
Priority Amount \$	13,500,000.00 plus interest

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

Mortgagor Certifications

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

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

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

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

Signature

Signed by Joanna Maree Pidgeon as Mortgagor Representative on 12/08/2020 02:26 PM

Mortgagee Certifications

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

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

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

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



View Instrument Details

Signature

Signed by Alastair James Pettitt as Mortgagee Representative on 12/08/2020 01:44 PM

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



View Instrument Details

Instrument Type	Mortgage
Instrument No	12312978.4
Status	Registered
Date & Time Lodged	17 December 2021 11:46
Lodged By	Rowley, Benjamin George

Affected Records of Title	Land District
NA108B/664	North Auckland

Mortgagors
West Pokeno Limited

Mortgagees	Share
Yes Investment NZ Limited	

Mortgage Details

Memorandum Number	2018/4346
Priority Amount \$	20,000,000.00 plus interest

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

Mortgagor Certifications

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

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

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

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

Signature

Signed by Myles Antony OBrien as Mortgagor Representative on 15/12/2021 12:43 PM

Mortgagee Certifications

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

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

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

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



View Instrument Details

Signature

Signed by Myles Antony OBrien as Mortgagee Representative on 15/12/2021 12:43 PM

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



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



R. W. Muir
Registrar-General
of Land

Search Copy

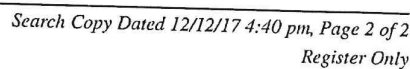
Identifier NA99D/513
Land Registration District North Auckland
Date Issued 21 March 1995

Prior References
NA1522/31

Estate Fee Simple
Area 22.2010 hectares more or less
Legal Description Lot 1 Deposited Plan 165370

Proprietors
National Dairy Limited

Interests



EASEMENT CERTIFICATE

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

I/we BARRY MYNCT TITCHMARSH of Pokeno, Farmer,

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 Auckland on the 19 day of 90 under No. 133200 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. 133200.

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 2	A	Lot 6	1008/236
✓ Power & Phone	Lot 5	B	Lots 1,2,3 & 6	" "
✓ Drainage	Lot 1	C	Lot 2	" "
✓ Drainage	Lot 3	D	Lot 2	" "
✓ Drainage	Lot 3	E	Lot 5	" "
✓ Power Supply	Lot 5	F	Lot 3	" "
✓ Power Supply	Lot 4	G	Lot 3	" "
✓ Right of Way	Lot 5	B & H	Lots 1-3, & 6	" "
✓ Telephone	Lot 2	A	Lot 6	" "

Lot 2
Power

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:

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

Dated this

1st day of

April

1990.

Signed by the above-named

BARRY MYNOT TITCHMARSH

B. M. Titchmarsh

in the presence of

Witness

Occupation

Address

B. Lang
S. H.
A. S.

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



10.57 05.APR.90 C 125065
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST LAND REGISTRAR

ROBB & BROWN,
Solicitors,
AUCKLAND.



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

CW37953.1 EC

EASEMENT CERTIFICATE

WE GARY ELLIOTT RUSSELL SONGHURST Driver and KERRY DAWN SONGHURST his
(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified
herein). wife both of Manurewa (as to the land comprised in Certificate of Title 78B/942)
AND I BARRY MYNOT TITCHMARSH of Pokeno Farmer (as to the land comprised in
Certificate of Title ~~78B/938~~ and 78B/939 and 78B/940
K/We AND I, EDWARD GRANT BROWN of Pokeno Farmer (as to the land comprised
in Certificate of Title 78B/943)
AND We, ANTHONY WILLIAM MILLS of Manurewa, Company Manager and PATRICIA
ANN MILLS his wife (as the land land comprised in Certificate of Title
78B/938)

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 Auckland
on the day of 1990 under No. 133200
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. 133200

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		
Power and Telephone	Lot 2 DP 133200	A	Lots 1 and 3 DP 133200	78B/938 78B/939 78B/940
Power and Telephone	Lot 5 DP 133200	B	Lots 1, 3 & 6 DP 133200	78B/938 78B/940 78B/942 78B/943

[Handwritten signatures]
Pam

CERD

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:

ELECTRICITY AND TELEPHONE RIGHTS EASEMENTS:

The full free uninterrupted and unrestricted right, liberty and privilege for the registered proprietors of the dominant tenements his servants, tenants and agents, workmen, licencees and invitees (in common with the registered proprietors of the servient tenements his tenants and any other person lawfully entitled so to do) from time to time and at all times:-

- (a) to transmit electric current in cables by aerial cables and/or pipes laid beneath the surface of the servient tenements; and
- (b) to transmit, emit or receive signs, signals, impulses, writing, images, sounds or intelligence of any kind by means of any electromagnetic system through aerial telephone wires and/or cables laid beneath the surface of the servient tenements.

TOGETHER WITH the full free and uninterrupted right from time to time and at all times for the registered proprietors of the dominant tenements and their servants tenants agents workmen licencees and invitees (in common with the registered proprietors of the servient tenements and any other person lawfully entitled) TO ENTER the servient tenements with or without vehicles, (laden or unladen) machinery, tools, equipment and materials for all or any of the following purposes namely:

- (a) making on the servient tenements any cuttings, fillings, grades, batters or other works and remaking or reopening the same;
- (b) laying out excavating and filling in trenches through and along and under the servient tenements and at any time thereafter reopening or re-excavating the same;
- (c) laying in such trenches at such depth and in such manner as the registered proprietors of the dominant tenements shall think fit underground electric wires, cables or other conductors of electricity or other equipment if necessary and any pipes and other coverings within which the grantee may desire to enclose the same; and telephone wires and any pipes within which the grantee may desire to enclose the same;
- (d) inspecting, altering, repairing and renewing and relaying or otherwise maintaining such wires, cables, conductors, pipes or other coverings enclosing the same;
- (e) doing and carrying out on the servient tenements all and any such acts, matters or things as the registered proprietors of the dominant tenements may consider necessary or desirable for the achievement of any of the foregoing purposes.

cl.R.D.
E.G. B.


Pam

I, BOB DYKGRAAF of Pukekohe in New Zealand, BRANCH MANAGER
HEREBY CERTIFY:

- | | | |
|--------------|--------|------------|
| Auckland | as No. | CO56526.1F |
| Blenheim | as No. | 149027 |
| Christchurch | as No. | 835092.1 |
| Dunedin | as No. | 740456 |
| Gisborne | as No. | G 176546.1 |
| Hamilton | as No. | H 910602 |
| Hokitika | as No. | 083778 |
| Invercargill | as No. | 167718.1 |
| Napier | as No. | 517938.1 |
| Nelson | as No. | 292639 |
| New Plymouth | as No. | 365386 |
| Wellington | as No. | B 039320 |

2. **THAT** at the date hereof, I am **BRANCH MANAGER** of the Bank.

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

SIGNED at Pukekohe

This 27th day of October

3 Q.2.

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

ELECTRICITY AND TELEPHONE RIGHTS EASEMENTS:

The registered proprietor of the dominant tenements shall:-

- (a) Keep and maintain all the aerial wires and/or the underground wires, pipes and cables laid for the purposes of the above described easements in a good and efficient state of repair for the purposes for which the same are designed; and
- (b) Do as little damage as is practicable to the surface of the servient tenements consistent with the exercise of its rights hereunder and at the conclusion of any work will at its own cost make good in a proper and workmanlike manner any fences, buildings or other erections damaged or removed; and
- (c) At the conclusion of any work so far as may be reasonably practicable at its own cost restore the surface of the easement land to the condition in which it was immediately prior to the commencement of such work.

Dated this 17 day of Sep 1992

Signed by the above-named)
GARY ELLIOTT RUSSELL SONGHURST)
and KERRY DAWN SONGHURST in)
the presence of:)

C.H. Dean J.P.
FARMER
Box 39 Pokono 2336274

Signed by the abovenamed)
ANTHONY WILLIAM MILLS &)
PATRICIA ANN MILLS in)
the presence of:)

A.G. Randles J.P.
FARMER
Box 39 Pokono 2336274
530 WEYMOUTH RD
WEYMOUTH
2076258.

Dated this 23rd day of Sep 1992
Signed by the above-named

BARRY MYNOT TITCHMARSH

in the presence of

Witness

Occupation

Address

Signed by the above-named)
EDWARD GRANT BROWN in the)
presence of:)

C.H. Dean J.P.
FARMER
Box 39 Pokono
2336274

E G Brown

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

We TRUST BANK AUCKLAND LIMITED
as Mortgagee under Mortgage No. C.394944.2
hereby consent to the within Easement

Common Seal of
BANK AUCKLAND LIMITED
as hereunto affixed to the presence of:

AUTHORISED
SIGNATORY

AUTHORISED
SIGNATORY



~~We RURAL BANKING AND FINANCE
CORPORATION OF NEW ZEALAND LIMITED
as Mortgagee under Mortgage No. C.393411.3
hereby consent to the within Easement~~

It is hereby further certified that the said
Rural Banking and Finance Corporation of
New Zealand Limited has changed its name to
The Rural Bank Limited as evidenced by
No. C236162.1 (Auckland Registry)

It is hereby certified that the said Mortgage(s)/
Instrument(s)/Debt(s) has/have become
vested in Rural Banking and Finance Corporation
of New Zealand Limited by virtue of the
provisions of the Rural Banking and Finance
Corporation of New Zealand Act 1989.

We WRIGHTSON FARMERS FINANCE LIMITED
as Mortgagee under Mortgage No. C.214295.1
hereby consent to the within Easement

Signed by The Rural Bank
Limited by its Attorney

BOB DYKGRAAF
(Name in full)

Signature

In the presence of:

Witness:

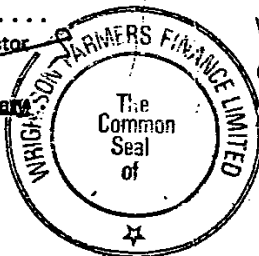
Occupation:

Address:

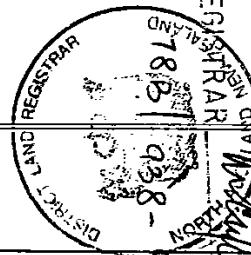
The Common Seal of WRIGHTSON FARMERS FINANCE
LIMITED was hereto affixed in the presence of

Director

Secretary



RICE CRAIG
SOLICITORS
PAPAKURA (MNR)



11.35 08 DEC 92 C 437953.1
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. REGISTRAR
AND REGISTRAR



CONSERVATION COVENANT

PURSUANT TO SECTION 77 OF THE RESERVES ACT 1977

BETWEEN **PHILIP ARTHUR BELL** of Papakura, Technical Service Officer and
JANENE FAY BELL his wife (together with their successors and
assignees called the "Owners")

AND **THE FRANKLIN DISTRICT COUNCIL** (the "Council")

BACKGROUND

A. Section 77 of the Reserves Act provides that:

- (i) the Council may agree with any Owner or lessee of land that all or part of the land should be managed so as to preserve the natural environment or landscape amenity or wildlife or fresh water life or marine life habitat or historical value of the land;
- (ii) the terms of such agreement may be recorded in a Conservation Covenant which is registered against the title to the land or the lease so as to bind the land or the lease and its Owner or lessee to the performance of the terms of the agreement in perpetuity.

B. The Owners are registered as proprietors of an estate in fee simple in all that parcel of land containing 40.0685 hectares more or less being part Lot 1 Deeds Plan WHAU 77 being part allotments 9, 47 and 48 Parish of Mangatawhiri and being all the land comprised and described in Certificate of Title (North Auckland Registry)

SUBJECT TO: Mortgages C594419.4 and C594419.5.

C. The Owners are undertaking a subdivision.

D. The Owners have agreed to grant to the Council a Conservation Covenant in respect of that piece of land marked "A" on Deposited Plan 183758 referred to as the "covenant area" being part of the balance land shown on Deposited Plan 183758 to be managed with the following objectives:

- (a) To foster the natural regeneration of indigenous vegetation by natural means.
- (b) To protect and enhance the scenic landscape values of the land.
- (c) To protect wildlife and their habitats.

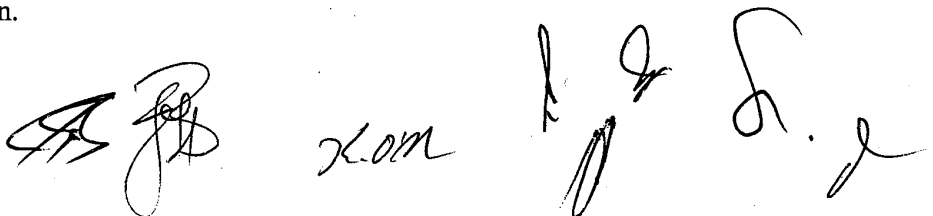
- (d) To protect the water and soil quality of the land.

NOW THEREFORE in consideration of the covenants and conditions hereinafter contained the Owners **HEREBY GRANT** to the Council a Conservation Covenant to the end and intent that the Covenant shall have effect in perpetuity and these presents witness that in pursuance of the agreement and by virtue of section 77 of the Reserves Act 1977 the Owners and the Council with intent so as to bind the land into whosoever's hands the same may come (but not so as to render the Owners personally liable in damages for any breach of covenant committed after they have parted with all interest in the property in respect of which such breach shall occur) mutually covenant at all times to observe and perform the respective duties and obligations imposed in the restrictions, stipulations and agreement contained in the Schedule hereto.

SCHEDULE

RESTRICTIONS, STIPULATIONS AND AGREEMENTS

1. **THE** Owners shall maintain the covenant area in a way that is in keeping with the principles set out in the management plan attached to this Conservation Covenant.
2. **NO** act or thing shall be done or placed or permitted to remain on the covenant area which in the opinion of the Council is prejudicial to the aim and purpose of this Conservation Covenant.
3. **THE** Owners shall not permit any fire, the erection of any building or structures or hoardings or allow any commercial or industrial development within the covenant area whether for the Owners purposes or for other private or public purposes except as may be authorised in writing by the Council.
4. **NO** exotic planting or seed sowing shall occur within the covenant area; and no bush, native trees or any indigenous plant shall be felled, removed or replaced by other species within the covenant area without the prior consent of the Council.
5. **THE** Owners shall erect fences to the Council's standards around the boundary of the covenant area, such fencing to be a 7-wire fence with posts no more than five metres apart and with a minimum of five battens between each post and otherwise as defined in clause 7 of the second schedule to the Fencing Act 1978, and maintain them in stockproof condition.
6. **THERE** shall be no keeping or grazing of livestock within the covenant area.
7. **THE** Owners will, so far as practicable:
 - 7.1 Keep the covenant area free from feral and domestic animals, rabbits and vermin.

The block contains several handwritten signatures and initials. From left to right, there is a signature that appears to be 'A. J.', followed by the initials 'K.O.M.', and then a large, stylized signature that looks like 'L. J. S.'. There is also a small, separate signature to the right of the large one.

- 7.2 Keep the covenant area free from rubbish or other unsightly or offensive material.
8. **THE** general public shall be excluded from the covenant area.
9. **THE** Owners shall grant to the Council and any officer or duly authorised agent of the Council a right of access onto the land for the purposes of examining and recording the condition of the covenant area or for carrying out protection or maintenance work on the covenant area consistent with the objectives set out in this Conservation Covenant. Prior to exercising this right, the Council and officers or agents of the Council shall consult with the Owners in advance.
10. **NO** easements or concessions may be granted in respect of the covenant area without the prior approval of the Council.
11. **THE** restrictions, stipulations and agreements set forth in this schedule of the Conservation Covenant shall bind the Owners and the Owners' heirs, executors, successors and assignees in perpetuity.
12. **WHERE** there is more than one succeeding Owner of the fee simple title to the land, the covenants contained in this Conservation Covenant shall bind each Owner jointly and severally.
13. **IT** is recorded that a Conservation Covenant under the Reserves Act 1977 is subject to sections 93 to 105 of that Act, as far as they are applicable and they shall be read subject to this agreement.
14. **THAT** any consent, approval, authorisation or notice to be given by the Council shall be sufficient if given in writing signed by the General Manager of the Council and delivered or sent by post to the residential or official address of the Owners or to the solicitor acting on behalf of the Owners.
15. **THAT** the Owners shall pay the Council's reasonable legal costs in the preparation and execution of this Covenant.

The Council **HEREBY ACCEPTS** this Conservation Covenant subject to and together with the restrictions, stipulations and agreements set forth in the Schedule hereto.

In witness of which this covenant has been executed this 10th day of February 1998.

SIGNED by PHILIP ARTHUR BELL

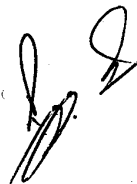
in the presence of:



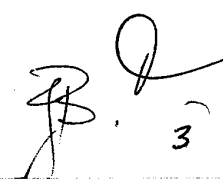
STEPHEN MATTHEW CAMERON ~~TEMA~~
SOLICITOR
PAPAKURA



KOM



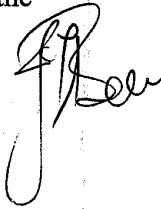



3

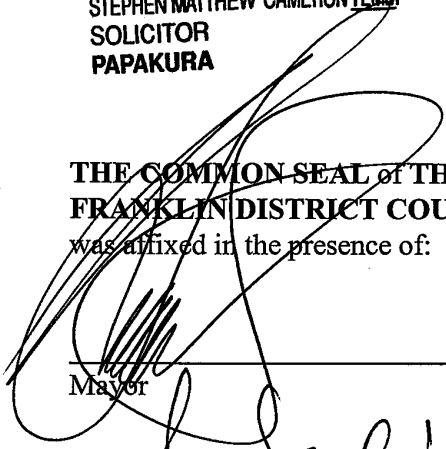
SIGNED by JANENE FAY BELL in the
presence of:

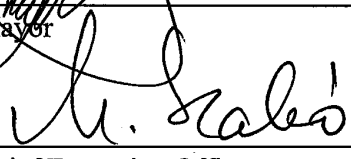


STEPHEN MATTHEW CAMERON ~~TEMM~~
SOLICITOR
PAPAKURA



THE COMMON SEAL OF THE
FRANKLIN DISTRICT COUNCIL
was affixed in the presence of:



Mayor

Chief Executive Officer

MANAGEMENT PLAN

1. Maintain fencing in stockproof condition to prevent entry to the covenanted area by grazing animals.
2. Eradicate any feral cats and rabbits.
3. Eradicate noxious weeds and recognised environmental plant pests in terms of the Biosecurity Act 1993 and exotics where necessary to maintain and enhance the natural process of regeneration of the native vegetation.
4.
 - (a) Provide suitable habitat for bird life.
 - (b) Encourage plants that are a food source to bird life.
5. Manage the plant growth to encourage the regeneration of the native vegetation through its successive stages of natural regeneration.

Handwritten signatures and initials:
L. B.
Korn
J. B.
J. B.
S.
5

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

We, Roger William Mitchell of Wellington and
JASON PAUL GOTLIEB of Wellington, New Zealand,

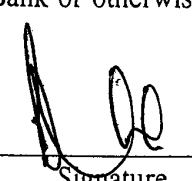
Bank Officers, severally certify that:

1. By deed dated 25 May 1994 (the "Deed") we were, by virtue of being respectively a Second Authorised Officer and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the Land Transfer Offices at:

Auckland	as No.	C622693.1F	Blenheim	as No.	174983
Christchurch	as No.	A124795.1	Dunedin	as No.	859913
Gisborne	as No.	G198246.1	Hamilton	as No.	B214884
Hokitika	as No.	098538	Invercargill	as No.	221983.1
Napier	as No.	609666.1	Nelson	as No.	339830.1
New Plymouth	as No.	412259	Wellington	as No.	B363693.1
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington

this 18 day of March 1998

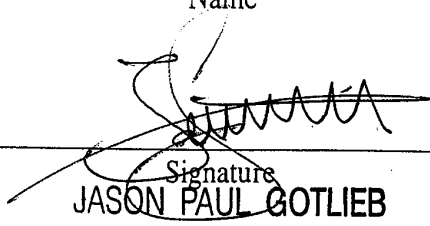

Signature

Roger William Mitchell

Name

SIGNED at Wellington

this 18 day of March 1998


Signature

JASON PAUL GOTLIEB

Name

48890819

CONSENT OF MORTGAGEE

BANK OF NEW ZEALAND being the Mortgagee under and by virtue of Mortgage No. C594419.4 (North Auckland Registry) **HEREBY CONSENTS** to the terms of the foregoing covenant and undertakes that in the event that the mortgagee exercises any of its rights, powers or remedies under the said mortgage that it will do so subject to the terms of the foregoing covenant.

DATED this 18 day of March 1998

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys	BANK OF NEW ZEALAND by its Attorneys:- Roger William Mitchell JASON PAUL GOTLIEB
---	---

In the presence of: SIMON BASIL COCKS

Bank Officer, Wellington

CONSENT OF MORTGAGEE

KENNETH ALLEN O'NEALE being the Mortgagee under and by virtue of Mortgage No. C594419.5 (North Auckland Registry) **HEREBY CONSENTS** to the terms of the foregoing covenant and undertakes that in the event that the mortgagee exercises any of his rights, powers or remedies under the said mortgage that he will do so subject to the terms of the foregoing covenant.

DATED this *4th* day of *May* 1998

SIGNED by
KENNETH ALLEN O'NEALE
in the presence of:

K.A. O'Neale

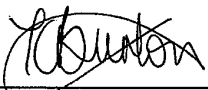
P J Rutherford

P J RUTHERFORD
SOLICITOR
PUKEKOHE

**GRANT OF CONSERVATION
COVENANT**

Correct for the purposes of the Land
Transfer Act 1952

Pursuant to section 77 of the Reserves
Act 1977


Solicitor for the Council

**PHILIP ARTHUR BELL and
JANENE FAY BELL**

The Covenantors

**THE FRANKLIN DISTRICT
COUNCIL**

The Council

SIMPSON GRIERSON
SOLICITORS
AUCKLAND

AK980130.025



D 694327. 2 TE

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

North Auckland

Certificate of Title No.

Vol fol
121C 610

All or Part? Area and legal description — *Insert only when part or Stratum, CT*

All

Transferor Surnames must be underlined

MAURICE DESMOND HAYES (herein called "the Grantor")

Transferee Surnames must be underlined

COUNTIES POWER LIMITED at Pukekohe (herein called "the Grantee")

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

an electricity easement in gross on the terms and conditions and with the rights and powers set out in the attached annexure sheets

Consideration

THE PREMISES

Operative Clause

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

Dated this 12 day of March 2002

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

CRAIG WYLES INDER
Solicitor
Papakura

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4130

Solicitor for the Transferee

TRANSFER

Land Transfer Act 1952

Law Firm Acting
WEBB MANNING & PARTNERS SOLICITORS PUKEKOHE

Auckland District Law Society
REF 4130

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

Annexure Schedule

Insert below

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

TRANSFER

Dated

12 MARCH 2002

Page

2

of

5

Pages

MEMORANDUM OF TRANSFER

The Grantor being the registered proprietor of an estate in fee simple in the land described on the preceding page of this transfer for the consideration shown **HEREBY TRANSFERS AND GRANTS TO THE GRANTEE** the right to construct, maintain, repair, renew, replace and operate an Electricity Line over that part of the Land marked A on DP 209993 and further grant the following rights and powers over the Land and in respect of the Electricity Line and the Grantee and the Grantor covenant and undertake as follows:

1. The Grantee, together with its employees, agents and contractors may enter upon the Land with such vehicles, machinery, equipment and materials as is necessary or convenient for the Grantee to gain access and to exercise its rights and interests granted under this memorandum in respect of the Electricity Line provided that the Grantee and its employees, agents and contractors when entering upon the Land and when exercising any other rights and powers in respect of the Electricity Line shall so do in a manner which causes the least inconvenience to the Grantor's use and enjoyment of the Land and will follow all reasonable requests and directions of the Grantor as to the means of access to the Electricity Line by the Grantee over the Land and as to carrying out work on or for the Electricity Line.
2. Subject to the Grantee's right to construct, maintain, repair, renew, replace and operate the Electricity Line the Grantee shall promptly restore any part of the Land affected by the Grantee exercising any of its rights hereunder, as far as is reasonably practicable, to that existing before the Grantee exercised such rights.
3. The Electricity Line shall remain the property of the Grantee.
4. The Grantee will construct and operate the overhead portion of the Electricity Line so that the supporting poles will be situated on the road reserve adjacent to the Land and so that the clearance between the ground level of the Land and the lowest part of the Safety Clearance Zone immediately overhead is at least 3.5 metres.
5. The Grantee will, where practicable, give reasonable notice to the Grantor of the Grantee's intended entry onto the Land for any purposes permitted by this memorandum and the reason for that entry. In the case of routine inspection or maintenance of the Electricity Line at least 5 working days notice shall be given. In circumstances of urgency such as a threat to safety or the need to carry out urgent repairs, where it is not practicable to give a prior written notice, the Grantee shall give particulars of entry as soon as practicable after the work has been carried out, including the reason for not giving notice prior to entry onto the Land. For the purpose of this clause notice will be deemed to have been given the day after the date of posting to the Grantor's last known address.

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

12 MARCH 2002

Page

3

of

3

Pages

6. The Grantor will not plant or permit to be planted any trees, or other vegetation, which are likely, over time, to grow into the Safety Clearance Zone. The Grantee may trim and remove any trees or other vegetation from that part of the air space above the surface of the Land comprising the Safety Clearance Zone or the Trimming Zone.
7. The Grantor will not construct or permit to be constructed any building or other structures any part of which intrudes into the Safety Clearance Zone or which breaches any code of practice or regulation or other legal requirement relating to the safety distances applicable to electricity lines.
8. If any party ("the defaulting party") breaches any of its obligations under this memorandum and continues to do so after reasonable notice has been given to it by the other party, the other party may do anything necessary to remedy the breach and the defaulting party shall be liable to reimburse the other party for all its costs in remedying the breach.

9. **Definitions:**

"Safety Clearance Zone" means the airspace surrounding the conductors of the Electricity Line indicated on Diagram A annexed hereto;

"Trimming Zone" means the airspace surrounding the Safety Clearance Zone indicated on Diagram A annexed hereto;

"Electricity Line" means conductors for the transmission of up to 110 kilovolts of electricity (including separate circuits operating at more than one voltage) plus associated earth wires, situated above the ground and supported by poles (including associated foundations, stays and supports for the poles) and includes such poles and insulators, fastenings, fittings, cross arms, and equipment necessary or convenient for the safe and efficient construction, support, operation and protection of or safety of the electric line or any part of it or otherwise necessary or convenient for the transmission of electricity.

Diagram A

The Safety Clearance Zone comprises the airspace above line A, B, C, D.

The Trimming Zone comprises the airspace between the Safety Clearance Zone and line E, F, G, H.

The indicated measurements are in metres.

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

12 MARCH 2002

Page

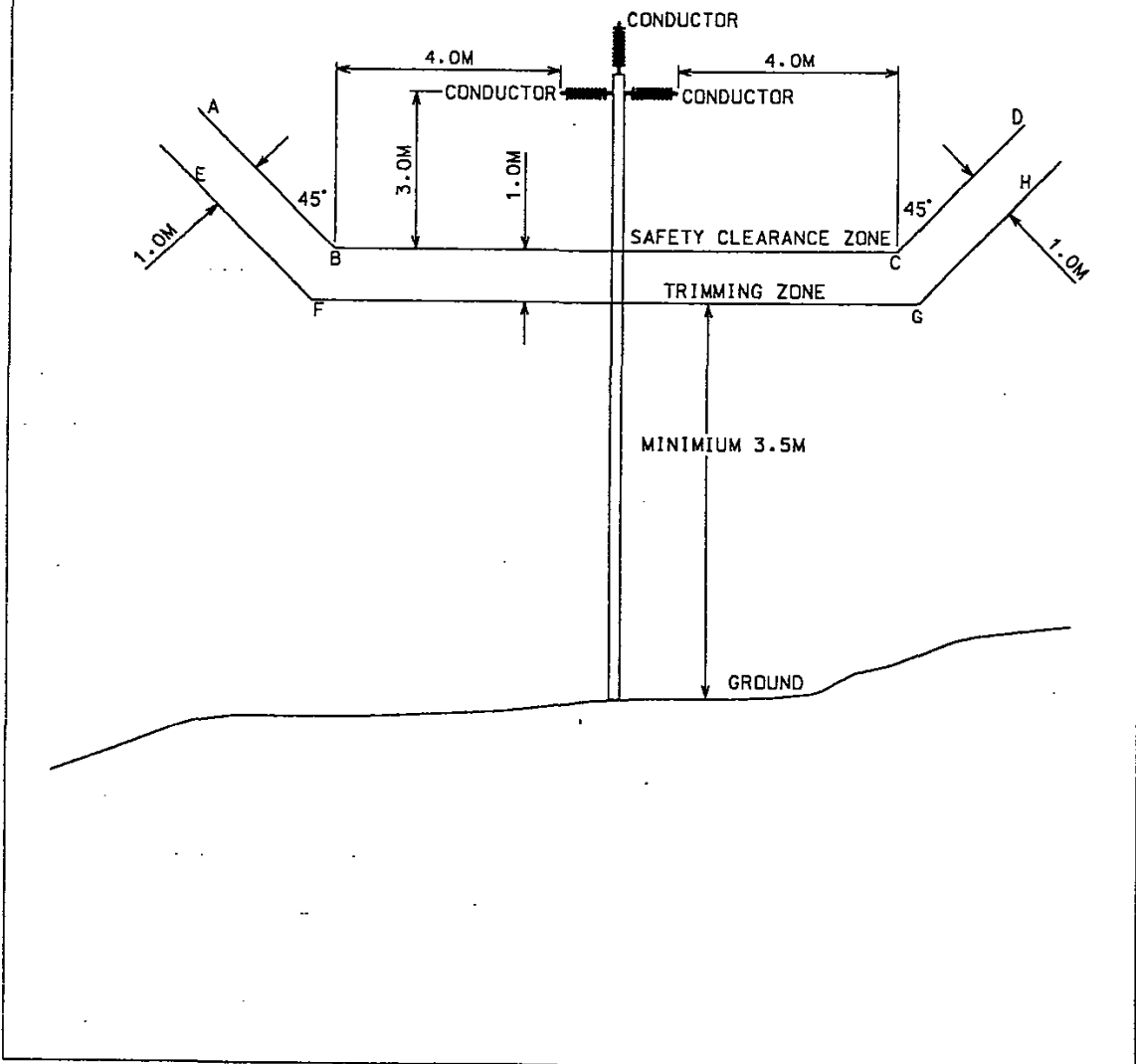
4

of

8

Pages

DIAGRAM A



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

12 MARCH 2002

Page

5

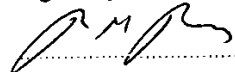
of

8

Pages

Continuation of Attestation

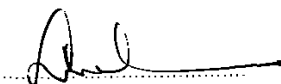
Signed by the Grantee



Acting CEO, Lumbia Power Ltd

in the presence of:-

Witness (Signature)



Name (In block letters)

ROBERT WILLIAM LACK

Occupation (In block letters)

J.P.

Address (In block letters)

PURKORHE

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.



Australian District Law Society
REF 4-20

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

WE, Marianne Astrid Goudswaard
AND Derek Edward Lines
both of Hamilton in New Zealand, Bank Officers

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th July 1996 copies of which are deposited in the Land Registry Offices at -

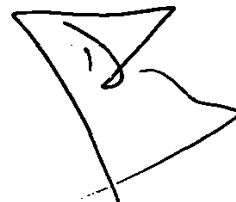
AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLenheim (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawke's Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered 533510.1

WESTPAC BANKING CORPORATION ARBN 007 457 141 incorporated in the New South Wales, Australia ("Westpac") appointed us its Attorneys on the terms and subject to the conditions set out in that Deed and the attached document is executed by us under the powers conferred by that Deed.

2. **THAT** as at the date of this certificate, we are a **Team Leader** of a legal unit and **Branch Service Officer** of a legal unit for Westpac respectively.
3. **THAT** at the date of this certificate we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **WESTPAC** or otherwise.

SIGNED at Hamilton
this 14th day of March
2002

)
)
)



Annexure Schedule

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

TRANSFER

Dated 12 MARCH 2002

Page 6 of 7 Pages

The WESTPAC BANKING CORPORATION the mortgagee under mortgage number D. 348194.15 hereby consents to the within transfer but without prejudice to its rights and remedies as mortgagee.

Dated this 14th day of March 2002

Executed by the mortgagee

in the presence of:-

EXECUTED by
WESTPAC BANKING CORPORATION
by its duly appointed attorneys:
MARIANNE ASTRID GOUDSWAARD

DEREK EDWARD LINES
Both BANK OFFICERS of HAMILTON
in the presence of:

Witness Name:
Occupation:
Address:

GLENDAMARIE WENSOR
BANK OFFICER
HAMILTON

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.



900 02 APR 02 16943272
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND

[Handwritten signature]
16943272

Subject to an electrician's agreement
in ques over the property
Mailed 11 on 11.2000 in
favor of Counties Power
limited created by "Went
D. 16943272.2



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **NA139C/495**
Land Registration District **North Auckland**
Date Issued 04 June 2003

Prior References
NA545/274

Estate Fee Simple
Area 5.2100 hectares more or less
Legal Description Lot 1 Deposited Plan 211605
Registered Owners
West Pokeno Limited

Interests

Fencing Agreement in Conveyance 235119 (R235.378)

Subject to a right of way over parts marked A, B and J, and a right to convey electricity over parts marked B, D and E on DP 211605 created by Easement Instrument 5609239.10 - 4.6.2003 at 9:00 am

Appurtenant hereto is a right to convey electricity and water created by Easement Instrument 5609239.10 - 4.6.2003 at 9:00 am

12321769.4 Mortgage to Yes Investment NZ Limited - 17.12.2021 at 4:05 pm

Approvals REGISTERED OWNERS E.G. BROWN REGISTERED SURVEYOR E.G. BROWN REGISTERED PLANNING E.G. BROWN REGISTERED ENGINEERING E.G. BROWN REGISTERED ARCHITECTURE E.G. BROWN REGISTERED LANDSCAPE ARCHITECTURE E.G. BROWN REGISTERED CIVIL ENGINEERING E.G. BROWN REGISTERED ELECTRICAL ENGINEERING E.G. BROWN REGISTERED MECHANICAL ENGINEERING E.G. BROWN REGISTERED CHEMICAL ENGINEERING E.G. BROWN REGISTERED AGRICULTURAL ENGINEERING E.G. BROWN REGISTERED MINING ENGINEERING E.G. BROWN REGISTERED METALLURGICAL ENGINEERING E.G. BROWN REGISTERED CIVIL ENGINEERING E.G. BROWN REGISTERED ELECTRICAL ENGINEERING E.G. BROWN REGISTERED MECHANICAL ENGINEERING E.G. BROWN REGISTERED CHEMICAL ENGINEERING E.G. BROWN REGISTERED AGRICULTURAL ENGINEERING E.G. BROWN REGISTERED MINING ENGINEERING E.G. BROWN REGISTERED METALLURGICAL ENGINEERING E.G. BROWN		APPROVED BY E.G. BROWN DATE 15/11/2002 CHIEF SURVEYOR E.G. BROWN DEPOSITED THIS 15/11/2002 DAY OF 15 MONTH OF 11 YEAR 2002 RECEIVED 15/11/2002 FILE NO. DP211605	
THE FRANKLIN DISTRICT COUNCIL HEREBY CERTIFIES THAT THIS PLAN WAS APPROVED BY THE FRANKLIN DISTRICT COUNCIL IN RESOLUTION 19810/02, AND THAT THE OWNERS HAVE ENTERED INTO A COVENANT PURSUANT TO SECTION 22(1)(a) OF THE LAND ACT 1980 (SEE A.636150) REGISTERED SURVEYOR E.G. BROWN REGISTERED PLANNING E.G. BROWN REGISTERED ENGINEERING E.G. BROWN REGISTERED ARCHITECTURE E.G. BROWN REGISTERED LANDSCAPE ARCHITECTURE E.G. BROWN REGISTERED CIVIL ENGINEERING E.G. BROWN REGISTERED ELECTRICAL ENGINEERING E.G. BROWN REGISTERED MECHANICAL ENGINEERING E.G. BROWN REGISTERED CHEMICAL ENGINEERING E.G. BROWN REGISTERED AGRICULTURAL ENGINEERING E.G. BROWN REGISTERED MINING ENGINEERING E.G. BROWN REGISTERED METALLURGICAL ENGINEERING E.G. BROWN		PROPOSED EASEMENTS PURPOSE RIGHT OF WAY RIGHT TO CONVEY ELECTRICITY RIGHT TO CONVEY ELECTRICITY & WATER SHOWN LOT 1 LOT 3 LOT 1 LOT 3 LOT 2 LOT 1 DOMINANT TENEMENT LOT 1 LOT 3 LOT 1 LOT 3 LOT 2 LOT 1	
COVENANT CONDITION THAT THE OWNERS OF LOT 2 HERON AND THE LAND IN COVENANT SHALL NOT, WITHOUT THE CONSENT OF THE FRANKLIN DISTRICT COUNCIL, GRANT OR SELL OR ANY PART THEREOF EXCEPT IN CONJUNCTION WITH THE OTHER OR OTHERS, (A.636150) THE FRANKLIN DISTRICT COUNCIL HEREBY CERTIFIES THAT NO PART OF A LEGAL ROAD IS INCLUDED WITHIN THE AREA UNDER SURVEY ON THIS PLAN REGISTERED SURVEYOR E.G. BROWN REGISTERED PLANNING E.G. BROWN REGISTERED ENGINEERING E.G. BROWN REGISTERED ARCHITECTURE E.G. BROWN REGISTERED LANDSCAPE ARCHITECTURE E.G. BROWN REGISTERED CIVIL ENGINEERING E.G. BROWN REGISTERED ELECTRICAL ENGINEERING E.G. BROWN REGISTERED MECHANICAL ENGINEERING E.G. BROWN REGISTERED CHEMICAL ENGINEERING E.G. BROWN REGISTERED AGRICULTURAL ENGINEERING E.G. BROWN REGISTERED MINING ENGINEERING E.G. BROWN REGISTERED METALLURGICAL ENGINEERING E.G. BROWN		CLASS OF SURVEY = CLASS III NEW C.S.T. ALLOCATED LOT 1.....C.T.139C/495... LOT 2.....C.T.139C/496... LOT 3.....C.T.139C/497... Total Area 38.9100ha Comprised in C.T.545/274 LTD.(ALL) C.T.27C/622 (ALL), C.T.12C/610 LTD (EASEMENT ONLY) JOHN MELVILLE GASSON OF PINEHURST certifies that (a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the provisions of the Survey Act 1980, and the Survey Regulations 1981. (b) This dataset is accurate, and has been created in accordance with that Act and those Regulations. Dated at PINEHURST this 28th day of April 2002. Signature Field Book Reference Plans Examined Approved as to Survey Deposited this Day of Month of Year	

DIAGRAM 'A'
NOT TO SCALE

LOTS 1, 2 & 3 BEING A SUBDIVISION OF
PT LOT 3 DEEDS WHAU 77 AND LOT 2 DP71132
AND EASEMENT OVER LOT 2 DP194407

LAND DISTRICT NORTH AUCKLAND
Survey Bk & Dist.
NZMS 261 Sheet
Record Map No.

TERRITORIAL AUTHORITY FRANKLIN DISTRICT COUNCIL
Surveyed by
Scale 1:1000 Date FEBRUARY 2002



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **NA139C/497**
Land Registration District **North Auckland**
Date Issued 04 June 2003

Prior References
NA545/274

Estate Fee Simple
Area 5.4500 hectares more or less
Legal Description Lot 3 Deposited Plan 211605
Registered Owners
West Pokeno Limited

Interests

Fencing Agreement in Conveyance 235119 (R235.378)

Subject to a right of way over parts marked H, C and K, and a right to convey electricity over parts marked F, H and K on DP 211605 created by Easement Instrument 5609239.10 - 4.6.2003 at 9:00 am

Appurtenant hereto is a right to convey electricity created by Easement Instrument 5609239.10 - 4.6.2003 at 9:00 am

12321769.4 Mortgage to Yes Investment NZ Limited - 17.12.2021 at 4:05 pm

Approvals REGISTERED OWNERS E. G. Brown		I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE FRANKLIN DISTRICT COUNCIL ON 15 APRIL 2002, IN ACCORDANCE WITH SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991, AND THAT THE OWNERS HAVE ENTERED INTO A COVENANT PURSUANT TO SECTION 223(1)(a) OF THE SAID ACT (SEE A.636150)	
AUTHORIZED OFFICER [Signature]		AUTHORIZED OFFICER [Signature]	
PROPOSED EASEMENTS SHOWN TENEMENT TENEMENT		DOMINANT TENEMENT	
PURPOSE LOT 1 LOT 2 LOT 3		LOT 1 LOT 2 LOT 3	
RIGHT OF WAY LOT 1 LOT 2 LOT 3		LOT 1 LOT 2 LOT 3	
RIGHT TO CONVEY ELECTRICITY LOT 1 LOT 2 LOT 3		LOT 1 LOT 2 LOT 3	
RIGHT TO CONVEY ELECTRICITY & WATER LOT 1 LOT 2 LOT 3		LOT 1 LOT 2 LOT 3	
COVENANT CONDITION THAT THE OWNERS OF LOT 2 HERON AND THE LAND IN C.T. 121C/610 LTD SHALL NOT, WITHOUT THE CONSENT OF THE FRANKLIN DISTRICT COUNCIL, SUBDIVIDE OR SELL OR ANY PART THEREOF EXCEPT IN CONJUNCTION WITH THE OTHER OR OTHERS. (A.636150)			
THE FRANKLIN DISTRICT COUNCIL HEREBY CERTIFIES THAT NO PART OF A LEGAL ROAD IS INCLUDED WITHIN THE AREA UNDER SURVEY ON THIS PLAN			
AUTHORIZED OFFICER [Signature]			
CLASS OF SURVEY = CLASS III NEW C.S.T. ALLOCATED LOT 1 C.T. 139C/495 LOT 2 C.T. 139C/496 LOT 3 C.T. 139C/497			
Total Area 38.9100ha Comprised in C.T. 545/274 LTD (ALL) C.T. 27C/622 (ALL), C.T. 121C/610 LTD (EASEMENT ONLY)			
I, JOHN MELVILLE GASSON OF PINEHURST, HEREBY CERTIFY THAT I AM AN UNLIMITED PRACTICE AS A REGISTERED SURVEYOR. (a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the provisions of the Survey Act 1976 and the Survey Regulations 1978. (b) This dataset is accurate, and has been created in accordance with that Act and those Regulations. Dated at PINEHURST this 28 th day of April 2002.			
Signature [Signature] Date 15/4/2002 Chief Surveyor		Field Book P Traverse Book P Reference Plans P Estimated Accuracy 1:1000 Approved as to Survey [Signature] Deposited this 20 th day of April 2002 Registered Generalist	
File DP211605 Received 9 APR 2002		File DP211605	

Diagram 'A' NOT TO SCALE

LOTS 1, 2 & 3 BEING A SUBDIVISION OF PT LOT 3 DEEDS WHAU 77 AND LOT 2 DP71132 AND EASEMENT OVER LOT 2 DP194407

LAND DISTRICT NORTH AUCKLAND
 Survey Blk. & Dist.
 NZMS 261 Sheet
 Record Map No.

TERRITORIAL AUTHORITY FRANKLIN DISTRICT COUNCIL
 Surveyed by THE SURVEYING COMPANY
 Scale 1:1000 Date FEBRUARY 2002



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **NA108B/664**
Land Registration District **North Auckland**
Date Issued 22 October 1996

Prior References

NA78B/941 NA78B/942

Estate Fee Simple
Area 1.5818 hectares more or less
Legal Description Lot 2 Deposited Plan 176087
Registered Owners
West Pokeno Limited

Interests

Appurtenant hereto are water supply rights created by Agreement 244193 (253/422)

Appurtenant hereto are water supply rights created by Agreement 252305 (R266/318)

Appurtenant hereto is a drainage right specified in Easement Certificate C125065.4 (affects part formerly in CT NA78B/942)

Subject to a power supply right over parts marked F and G on DP 176087 specified in Easement Certificate C125065.4

The easements specified in Easement Certificate C125065.4 are subject to Section 309 (1) (a) Local Government Act 1974
12312978.4 Mortgage to Yes Investment NZ Limited - 17.12.2021 at 11:46 am

Approvals

[Signature]
C. D. JOPKINS
B. R. DUNSMUIR
V. A. DUNSMUIR
19.11.1996

[Signature]
J. T. CALDER
19.11.1996

APPROVED PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE ... DAY OF ... 1996

THE COMMON SPOT ON THE FRANKLIN DISTRICT COUNCIL IS FIXED HEREIN IN THE PRESENCE OF :

[Signature] MAYOR

[Signature] CHIEF EXECUTIVE OFFICER

EXISTING EASEMENTS

PURPOSE	SHOWN	CREATED BY
RIGHT OF WAY, POWER AND TELEPHONE	(B)	(186990) CT 186990
RIGHT OF WAY	(H)	(186990) CT 186990
WATER SUPPLY	(L)	(262305) (186990) CT 186990
POWER SUPPLY	(L)	(186990) CT 186990
POWER SUPPLY	(G)	(186990) CT 186990

NEW C'ST ALLOCATED
LOT 1 CT 186990
LOT 2 CT 186990

Total Area 6.5195 ha

Comprised in CT 788/941 (ALL)
CT 788/942 (ALL)

I, KEVIN CHARLES BIRCH
Registered Surveyor and holder of an annual practising certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1980 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Act 1980 and any regulations made in pursuance thereof.

Signature *[Signature]*
Date 19.11.1996

Field Book p. Traverse Book p.
Reference Plans Correct *[Signature]*
Examined *[Signature]*

Approved as to Survey *[Signature]*
31.10.1996
Deposited this 22nd day of October 1996
Chief Surveyor *[Signature]*
Bishop Land Registrar

File 519
Sd 24 JUL 1996
Instructions DP 176087

FRANKLIN DISTRICT

TERRITORIAL AUTHORITY

Surveyed by K. C. BIRCH SURVEYORS

Scale 1 : 1250 Date MAY 1996

LAND DISTRICT NORTH AUCKLAND

SURVEY BLK. & DIST. XIII OPAHEKE

NZMS 261 SHT RECORD MAP No. AS ABOVE

LOTS 1 & 2 BEING SUBDIVISION OF LOTS 4 & 5 DP 133200.

PT 3
DEEDS WHAU 77

FDc 6/17/99

PT ALLOT 9

S0874

DP 133200

LOT 1 4.9377 ha

LOT 2 15818 ha

DP 133200

HELENSLEE (LEGAL) ROAD (20.12)

PT 3
DEEDS WHAU 77





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

Identifier **599274**
Land Registration District **North Auckland**
Date Issued 17 June 2013

Prior References

93913

Estate	Fee Simple
Area	130.3502 hectares more or less
Legal Description	Lot 2 Deposited Plan 459108

Registered Owners

Pokeno West Limited

Interests

Appurtenant to part (formerly Lot 6 DP 133200) is a water supply right created by Agreement 244193 (R 253/242) and re-registered by 252305 (R 266/318) - 13.11.1916 at 1:00 pm

Appurtenant to part (formerly Lot 6 DP 133200) are rights of way and power and telephone rights specified in Easement Certificate C125065.4 - 5.4.1990 at 10:57 am

Appurtenant to part (formerly Lot 6 DP 133200) are power and telephone rights specified in Easement Certificate C437953.1 - 8.12.1992 at 11:35 am

D348194.7 Conservation Covenant pursuant to Section 77 Reserves Act 1977 by the Franklin District Council - 14.1.1999 at 3:15 pm (affects part formerly Lot 2 DP 323377)

Subject to an electricity right (in gross) over part marked A on DP 459108 in favour of Counties Power Limited created by Transfer D694327.2 - 2.4.2002 at 9:00 am

Subject to a right to convey electricity and water over part marked G on DP 459108 created by Easement Instrument 5609239.10 - 4.6.2003 at 9:00 am

Appurtenant to part (formerly Lot 2 DP 211605) are rights of way and rights to convey electricity created by Easement Instrument 5609239.10 - 4.6.2003 at 9:00 am

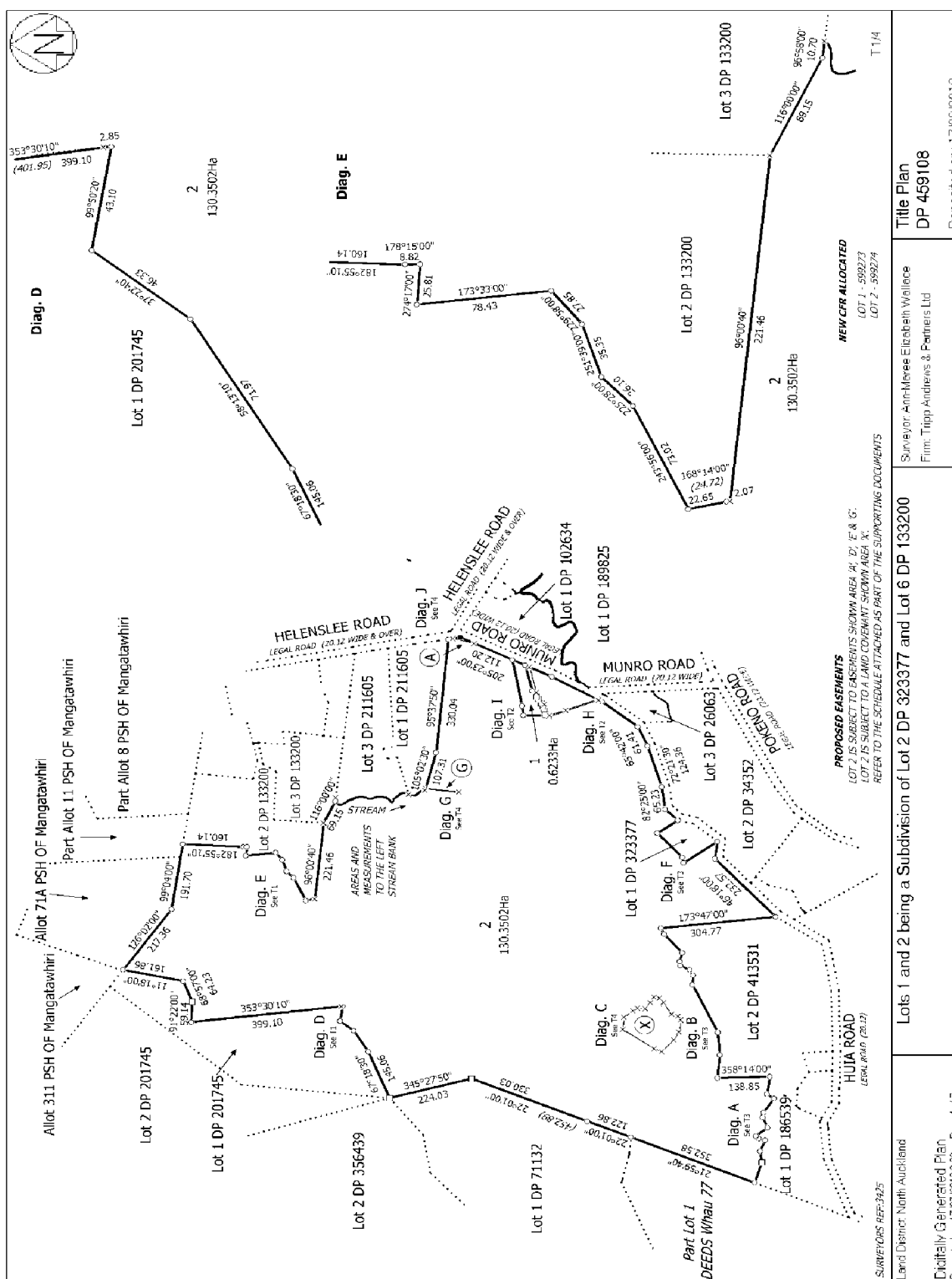
Appurtenant to part (formerly Lot 6 DP 133200) is a right of way and power and telephone easements created by Easement Instrument 5931465.4 - 12.3.2004 at 9:00 am

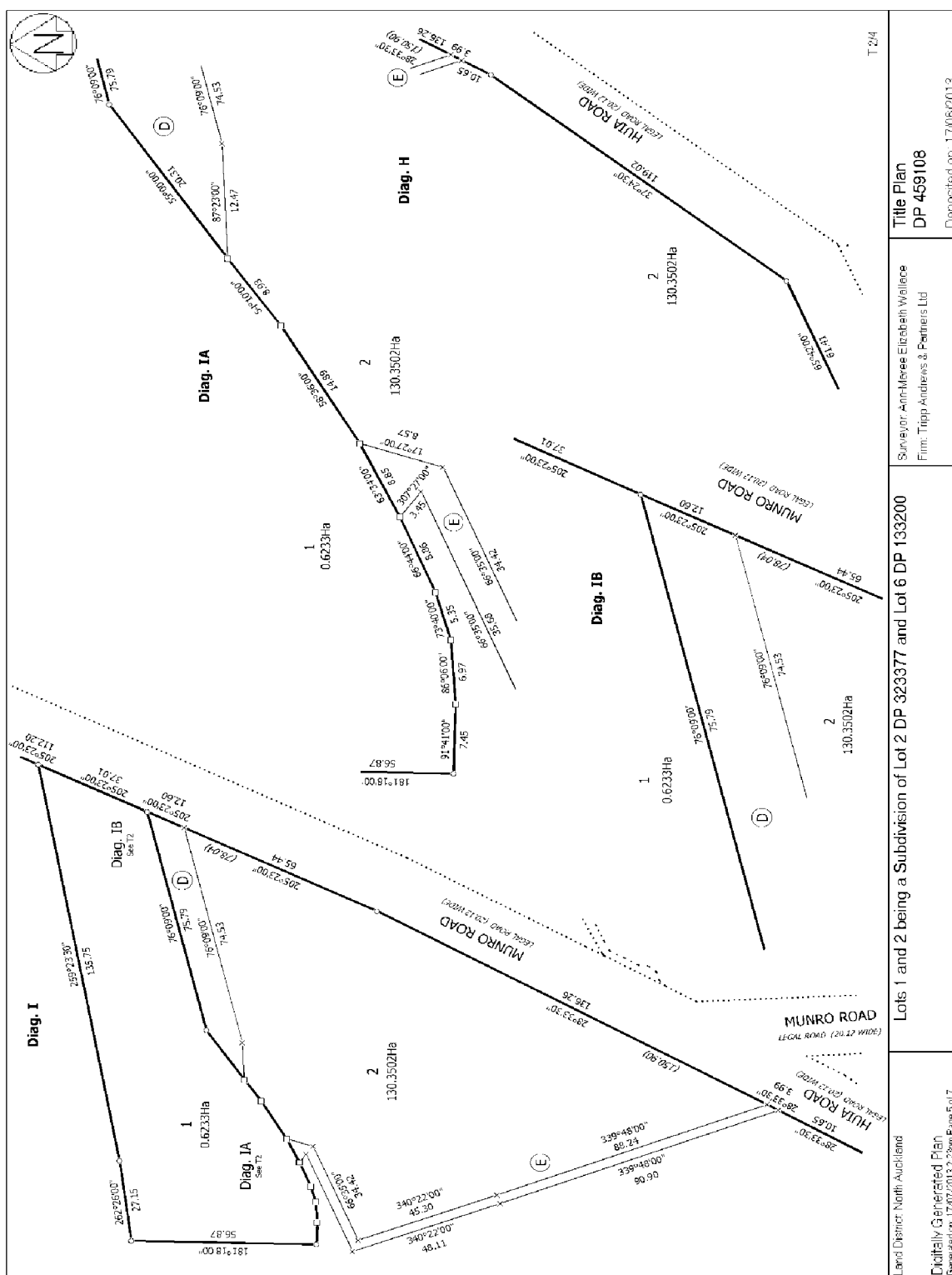
The power easement created by Easement Instrument 5931465.4 is subject to Section 243(a) Resource Management Act 1991 (see DP 133200)

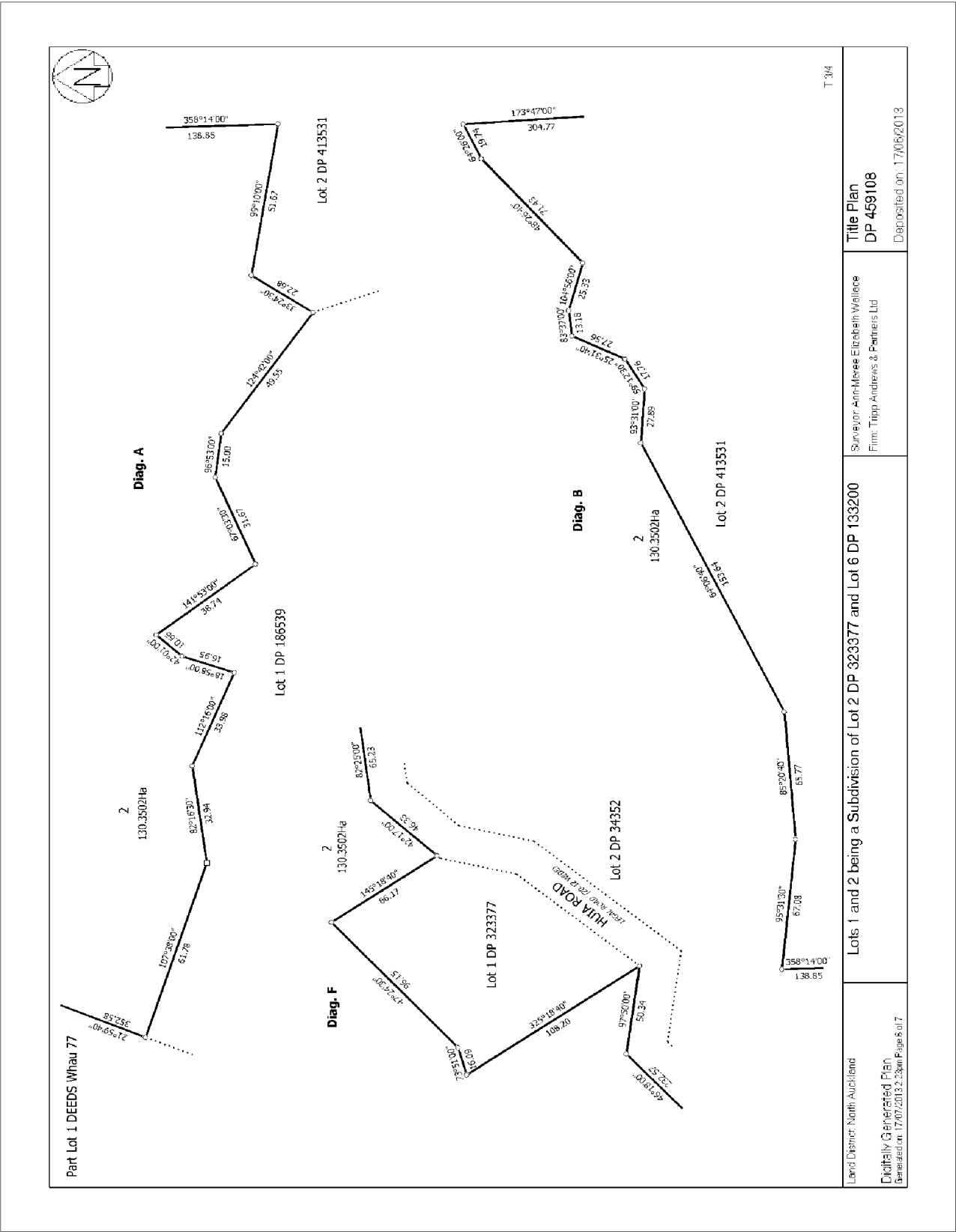
Subject to a right of way and a right to convey water, telecommunications and computer media over part marked D and a right to convey electricity over parts marked D & E on DP 459108 created by Easement Instrument 9386533.2 - 17.6.2013 at 1:27 pm

The right of way created by Easement Instrument 9386533.2 is subject to Section 243(a) Resource Management Act 1991 (see DP 459108)

11819402.3 Mortgage to New Zealand Health Food Park Limited - 12.8.2020 at 4:41 pm









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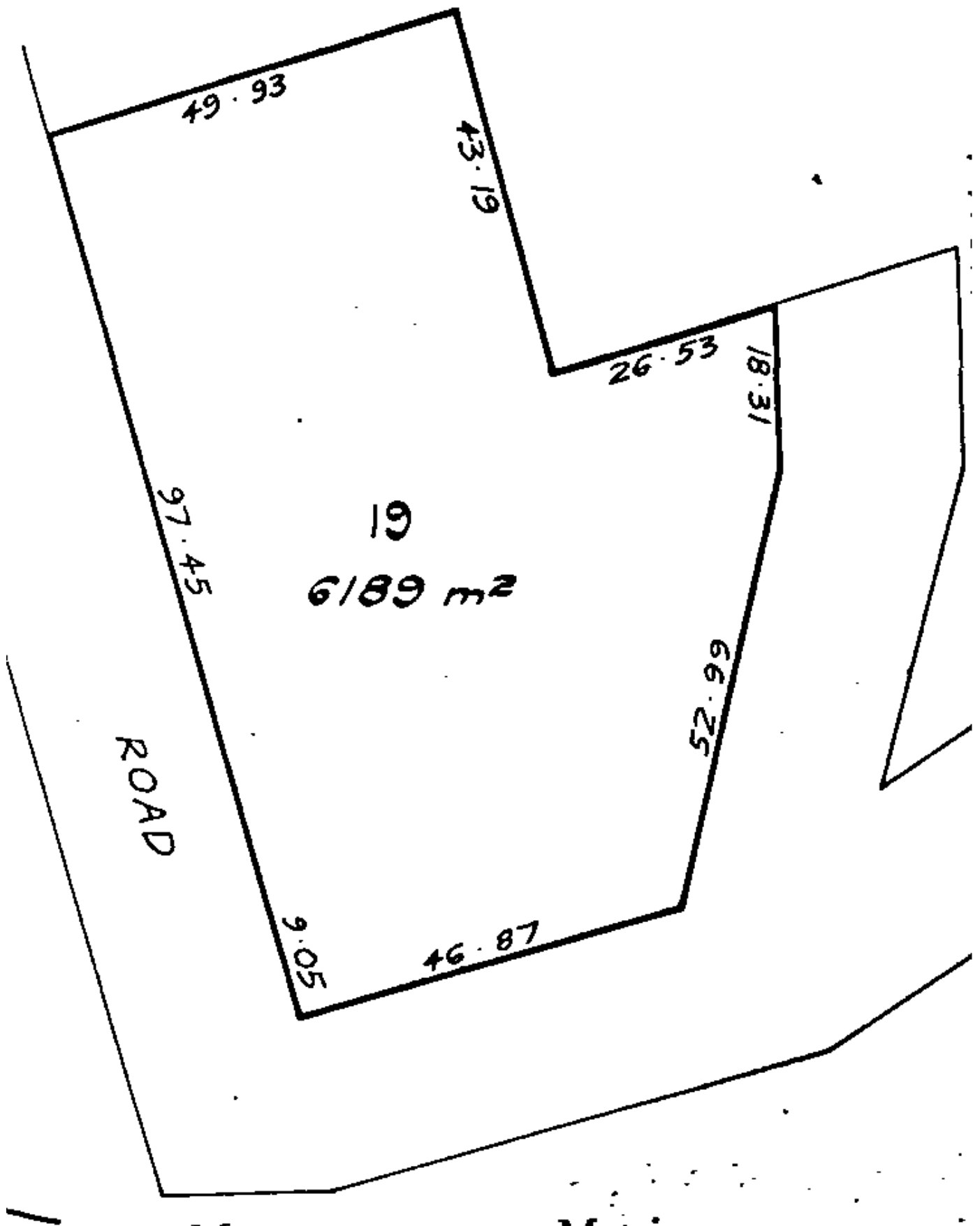

R.W. Muir
Registrar-General
of Land

Identifier **NA26B/1352**
Land Registration District **North Auckland**
Date Issued 21 September 1973

Prior References
NA13C/871

Estate Fee Simple
Area 6189 square metres more or less
Legal Description Allotment 19 Section IV Havelock Village
Registered Owners
New Zealand Industrial Park Limited

Interests
Subject to Section 59 Land Act 1948
Land Covenant in Transfer 6038626.2 - 11.6.2004 at 9:00 am
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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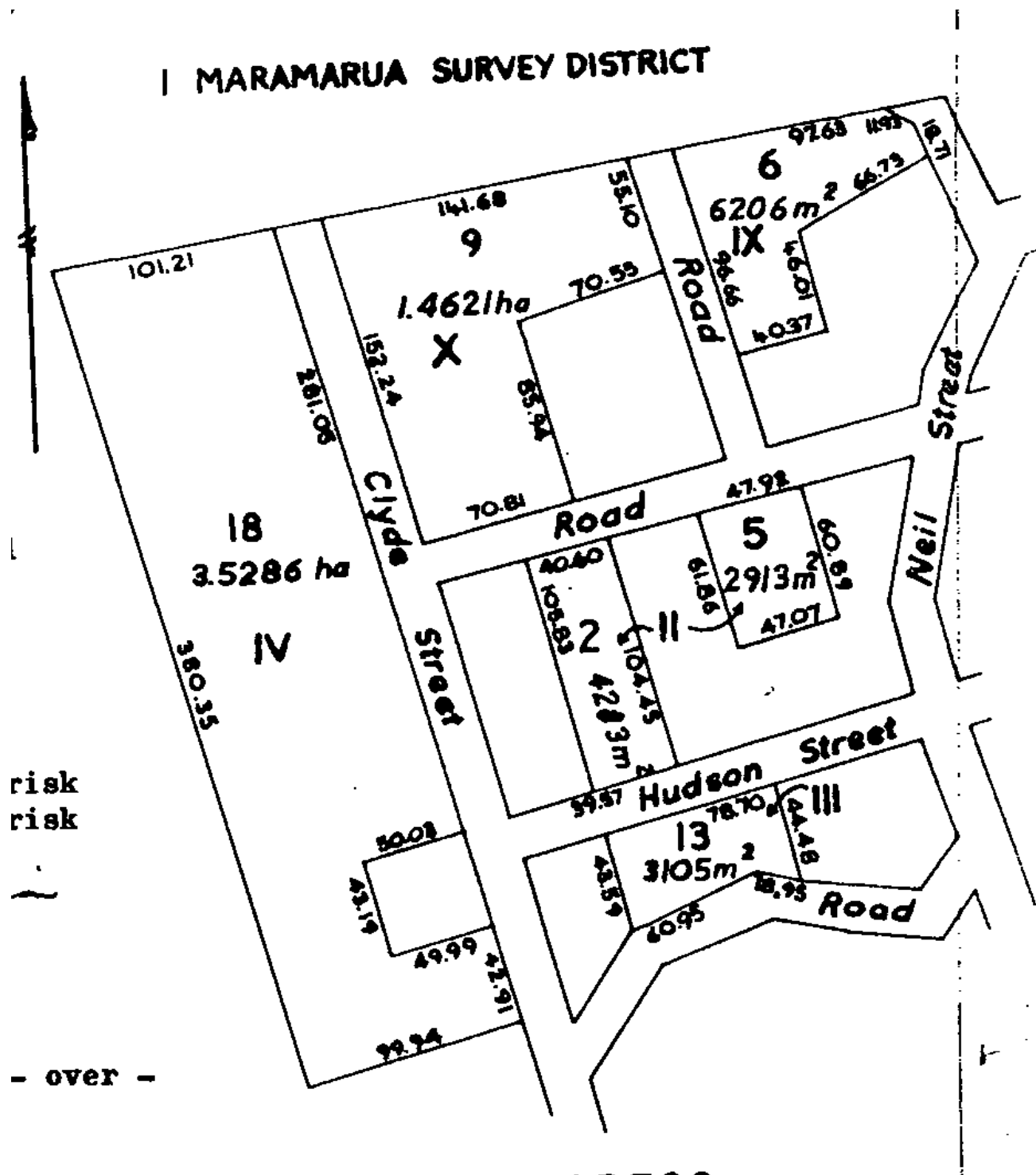

R.W. Muir
Registrar-General
of Land

Identifier **NA35C/655**
Land Registration District **North Auckland**
Date Issued 14 March 1977

Prior References
NA13C/910

Estate Fee Simple
Area 4213 square metres more or less
Legal Description Allotment 2 Section II Havelock Village
Registered Owners
New Zealand Industrial Park Limited

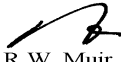
Interests
Subject to Section 59 Land Act 1948
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm





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

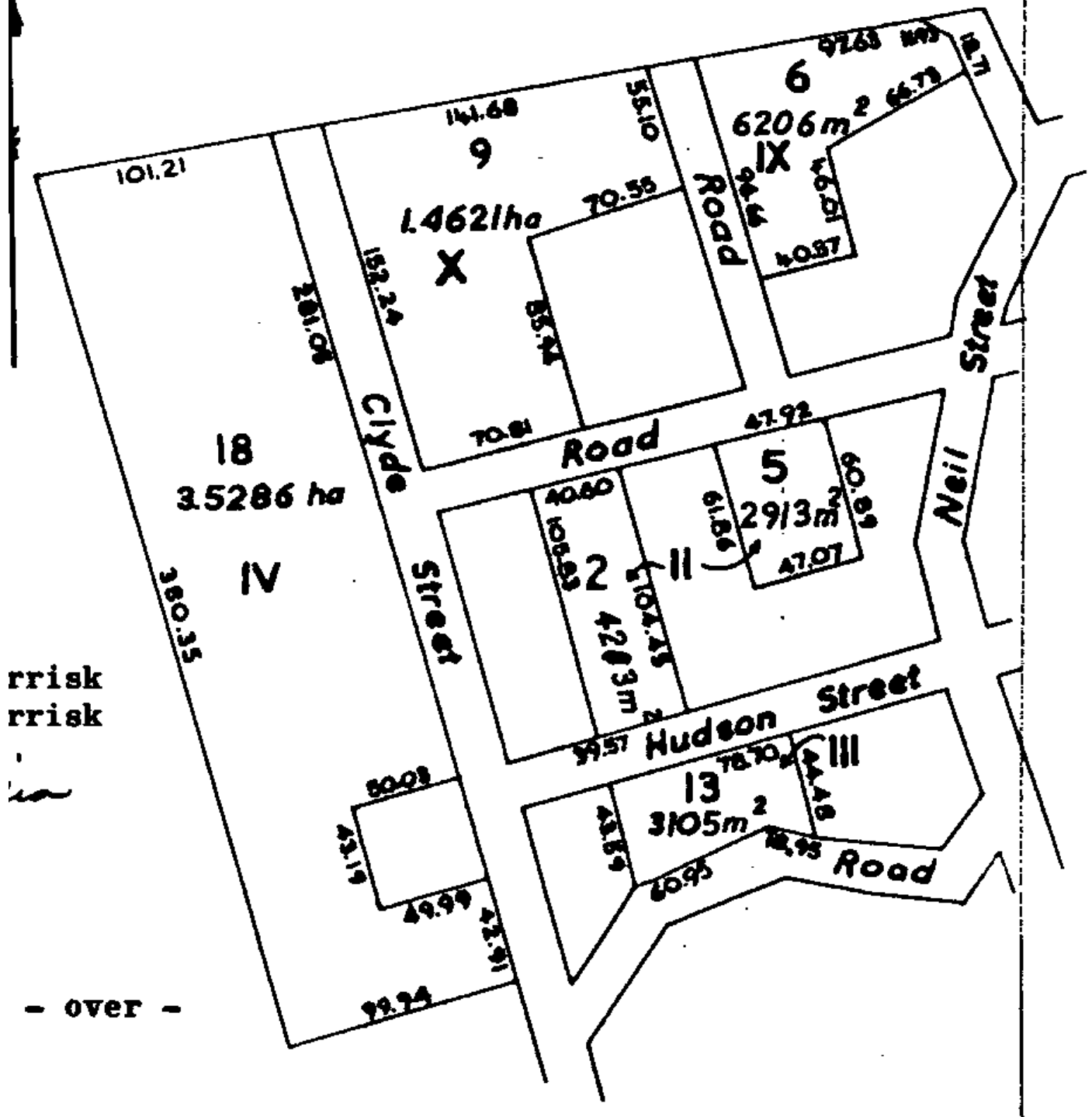
Identifier **NA35C/657**
Land Registration District **North Auckland**
Date Issued 14 March 1977

Prior References
NA13C/910

Estate Fee Simple
Area 3105 square metres more or less
Legal Description Allotment 13 Section III Havelock Village
Registered Owners
New Zealand Industrial Park Limited

Interests
Subject to Section 59 Land Act 1948
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm

I MARAMARUA SURVEY DISTRICT





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R.W. Muir
Registrar-General
of Land

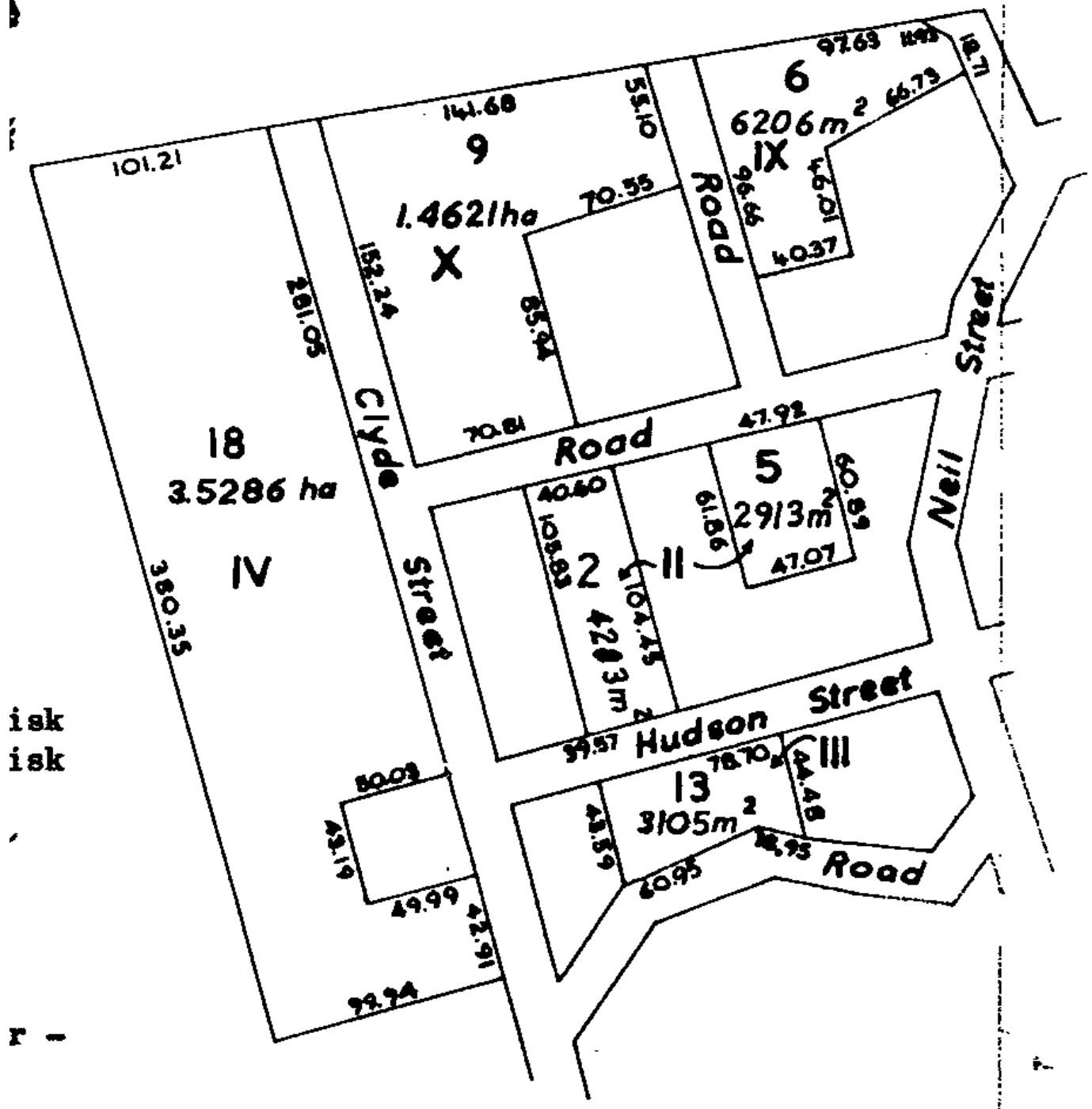
Identifier **NA35C/659**
Land Registration District **North Auckland**
Date Issued 14 March 1977

Prior References
NA13C/910

Estate Fee Simple
Area 6206 square metres more or less
Legal Description Allotment 6 Section IX Havelock Village
Registered Owners
New Zealand Industrial Park Limited

Interests
Subject to Section 59 Land Act 1948
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm

I MARAMARUA SURVEY DISTRICT





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

Identifier **NA115B/242**
Land Registration District **North Auckland**
Date Issued 03 March 1998

Prior References
NA35C/656 NA765/79

Estate Fee Simple
Area 5122 square metres more or less
Legal Description Lot 2 Deposited Plan 184553 and
Allotment 5 Section 11 Havelock Village

Registered Owners
New Zealand Industrial Park Limited

Interests

Subject to Section 241(2) Resource Management Act 1991
Subject to Section 59 Land Act 1948 (Affects part formerly in CT NA35C/656)
D231389.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - produced 23.12.1997 at 3.19 pm
and entered 3.3.1998 at 9.00 am
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm



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R.W. Muir
Registrar-General
of Land

Identifier **NA131B/305**
Land Registration District **North Auckland**
Date Issued 13 December 2000

Prior References
NA35C/658

Estate Fee Simple
Area 3.0262 hectares more or less
Legal Description Lot 6 Deposited Plan 202491
Registered Owners
New Zealand Industrial Park Limited

Interests
Subject to Section 59 Land Act 1948
Land Covenant in Transfer 6038626.2 - 11.6.2004 at 9:00 am
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Limited as to Parcels
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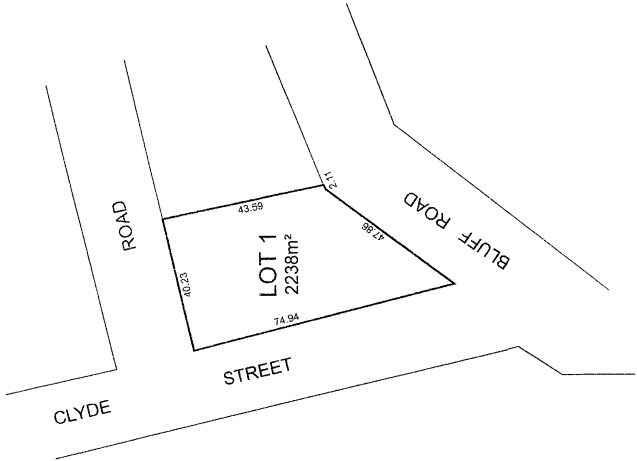

R.W. Muir
Registrar-General
of Land

Identifier **NA133C/57**
Land Registration District **North Auckland**
Date Issued 22 August 2000

Prior References
NA765/82

Estate Fee Simple
Area 2238 square metres more or less
Legal Description Lot 1 Deposited Plan 204353
Registered Owners
New Zealand Industrial Park Limited

Interests
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm

 	New CsT Allocated: Lot 1: - 133C/57	
	Parcel LOT 1	Formerly Pt Allotment 1 Section III Village of Havelock
	CT Ref 765/82 Ltd	
Total Area: (Lot 1) 2238m ²		
Approved for CT Diagram Purposes 28 / 8 / 00 <i>Deputy Chief Surveyor</i>		
Deposited for CT Diagram Purposes 25 / 8 / 00 <i>Registrar General of Land</i>		
25 AUG 2000 DP 204353		
LIMITED AS TO PARCELS		
Land District: NORTH AUCKLAND Survey District: IMARAMARUA	Local Authority: FRANKLIN DISTRICT Prepared by: Nick's Draughting Service Scale: Proportional	PLAN OF LOT 1 FOR CT DIAGRAM PURPOSES

1 SEP 2000

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



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Limited as to Parcels
Search Copy



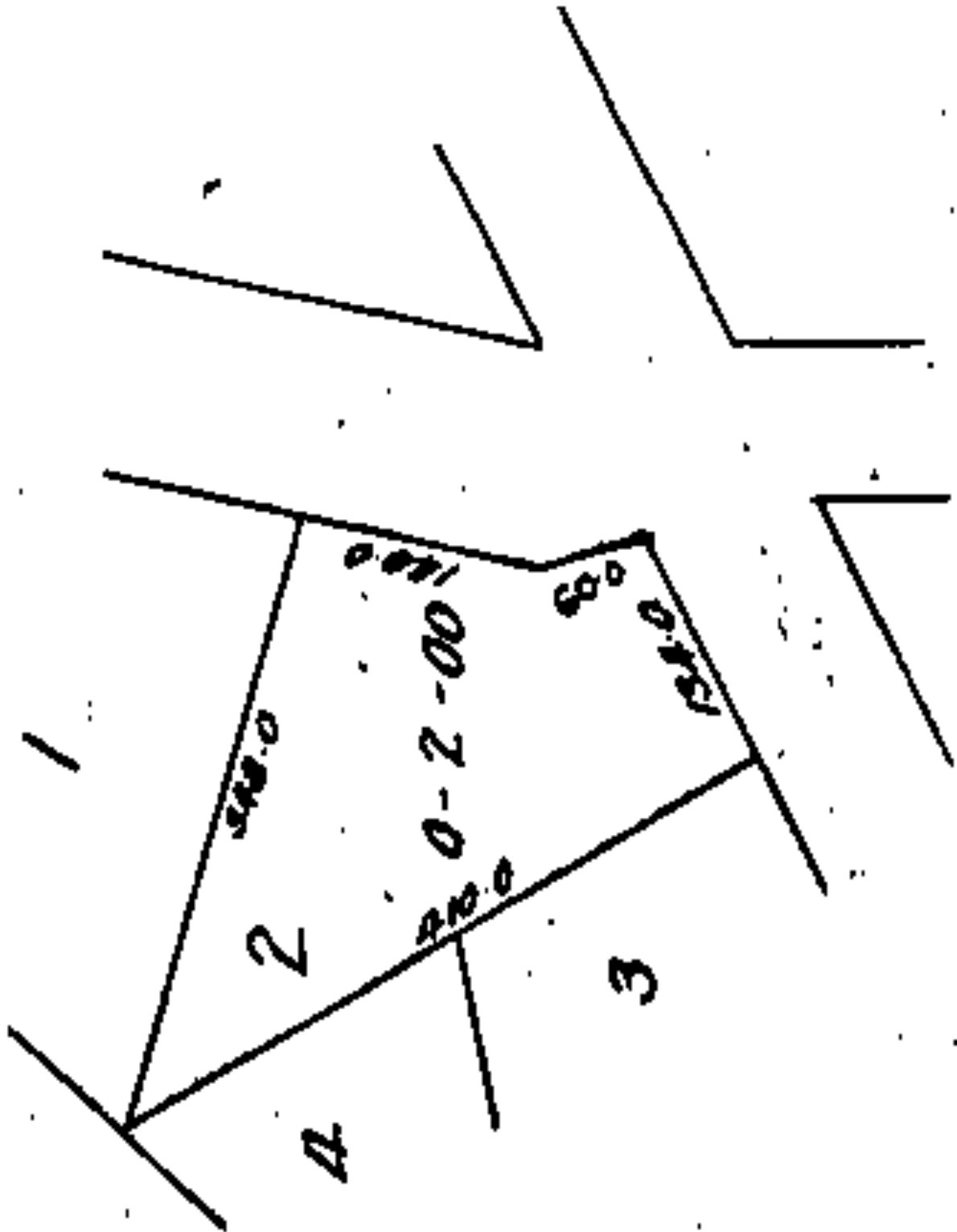

R.W. Muir
Registrar-General
of Land

Identifier **NA541/52**
Land Registration District **North Auckland**
Date Issued 15 September 1931

Prior References
DI 13A.317

Estate Fee Simple
Area 2023 square metres more or less
Legal Description Allotment 2 Section 9 Village of Havelock
Registered Owners
New Zealand Industrial Park Limited

Interests
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm





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

Identifier **NA779/159**
Land Registration District **North Auckland**
Date Issued 19 August 1949

Prior References
DI 9A/372

Estate Fee Simple
Area 2833 square metres more or less
Legal Description Allotment 4 Section 2 Village of Havelock
Registered Owners
New Zealand Industrial Park Limited

Interests
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm

**Image Quality due
to Condition
of Original**

Blk. 1 Maramerua S.D.

