RECORD OF TITLE ASSESSMENT

H20210152 – Te Orokohanga Hou
Riverbend Road, Napier

Prepared For:

Riverbend Road Residential Development

February 2023

DEVELOPMENT NOUS

www.developmentnous.nz

Contents

Appendices

Revision History

Revision №	Prepared By	Description	Date
1	Michael Vanderpeet	Draft	24/01/2023
2	Michael Vanderpeet	Final Issue	23/02/2023

1.0 Introduction

1.1 Overview

This document provides a summary of the existing record of title status of the parcels that make up Te Orokohanga Hou, the proposed Riverbend Road Residential Development site in Napier. The legal descriptions for the lots that comprise the entirety of the development are as follows:

- Lot 1 DP 545750,
- Part Lot 1 DP 23515,
- Part Lot 1 DP 22039,
- Part Lot 1 DP 22039 (also described as Section 2 SO 343196),
- Lot 1 DP 366576,
- Lot 2 DP 525428 &
- Part Lot 1 DP 13197.

An explanation is provided for each of the records of title and applicable registered interests. Appendices are provided which include copies of the current records of title and associated instrument documents in their entirety as well as the relevant acts of legislation for context.

1.2 Site Location and Context

Figure 1 illustrates the general location and extents of the main development site, including land required for servicing the development (stormwater management purposes) as necessary.

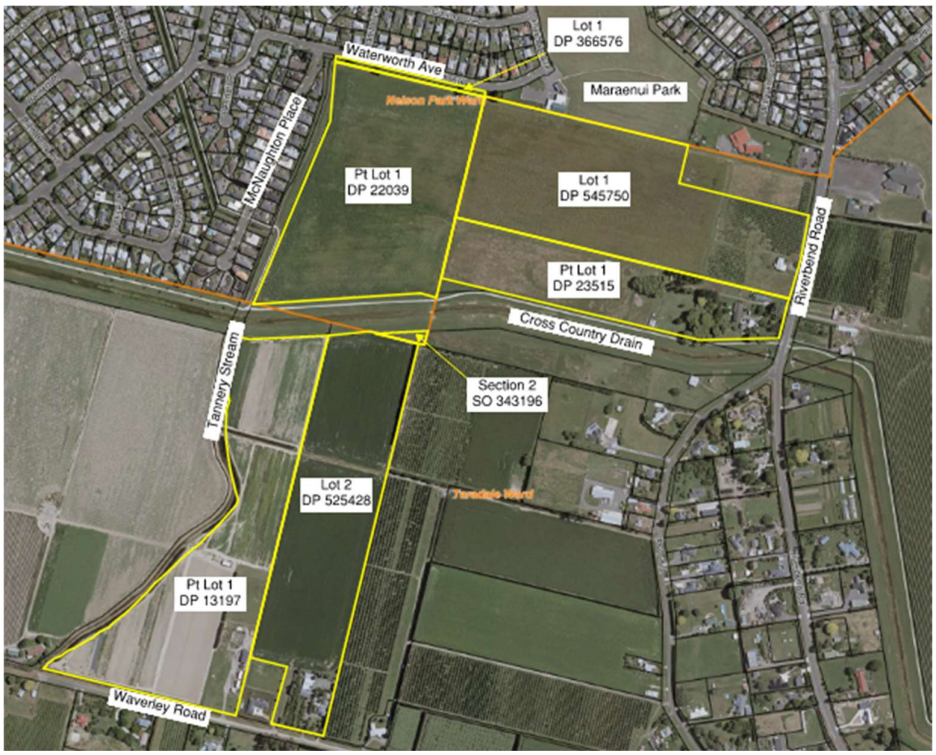


Figure 1: Development Location (Source: NCC Intramaps)

Waterworth Avenue sits to the northwest of the main development site, with Maraenui Park and the Pukemokimoki Marae to the north.

A future church development site sits in the north-eastern corner.

The main subdivision development site is bound by Riverbend Road to the east.

The Cross-Country Drain bisects the development site from the area identified for stormwater management purposes to the south.

The Tannery Stream borders both the main development site and stormwater management area to the west.

The southern stormwater management area is bound by Waverley Road to the south, with a lifestyle lot sitting along this road frontage.

The east of the stormwater management area is privately owned and currently being used for orchard land.

2.0 Records of Title Summaries

2.1 Lot 1 DP 545750

The below table provides a record of title overview for Lot 1 DP 545750.

Item	Description
Site Address	195 Riverbend Road, Napier
Legal Description	Lot 1 DP 545750
Record of Title	927606
Site Area	8.7901ha
Registered Interests	EC. 553419.4

Table 1: Lot 1 DP 545750 Record of Title Summary

This parcel has recently been subdivided in 2020. Lot 2 DP 545750 is now owned by the Riverbend Road Chapel Trust Boards Incorporated, with resource consent in place to develop a portion of the site into a church.

The current boundaries are well defined and establishing survey definition should not be of concern.

Easement Certificate 553419.4
This easement certificate has appurtenant (benefited) rights to take and convey water over Pt Lot 1 DP 23515. The rights relating to Lot 1 DP 545750 are to be surrendered at Stage 1A of the development and will therefore be no longer be necessary due to the redevelopment of the site.

2.2 Part Lot 1 DP 23515

The below table provides a record of title overview for Part Lot 1 DP 23515.

Item	Description
Site Address	215 Riverbend Road, Napier
Legal Description	Pt Lot 1 DP 23515
Record of Title	HBP4/1097
Site Area	4.8095ha (Original title area 5.00ha with 1905m² part-cancelled - see Section 3 SO 368373)
Registered Interests	EC. 553419.4 EC. 594363.2 GN. 7641327.3 12255444.3

Table 2: Pt Lot 1 DP 23515 Record of Title Summary

In 2007, Section 3 SO 368373 (1905m²) was acquired by the Napier City Council for drainage purposes from Lot 1 DP 23515, creating Part Lot 1 DP 23515 and reducing the title area from 5.00ha to 4.8095ha.

Easement Certificate 553419.4
Pt Lot 1 DP 23515 is the servient tenement (burdened land) for the right to take and convey water from an existing rural bore. Lot 1 DP 545750, Pt Lot 1 DP 22039 and Lot 2 DP 545750 are the dominant tenements, benefitting from these rights.

The water rights for the dominant lots will no longer be required as the site will be reserviced at Stage 1A of the subdivision.

Lot 1 DP 545750 and Pt Lot 1 DP 22039 both form part of the proposed subdivision and therefore rights over them can be surrendered as necessary. Lot 2 DP 545750 is owned by the Riverbend Road Chapel Trust Board Incorporated and an approval will be required to surrender the instrument in full.

Easement Certificate 594363.2
Pt Lot 1 DP 23515 is the servient tenement for the right to take water, right to convey water and the right to drain water. The dominant tenement was originally Lot 2 DP 23515.

In 2006 Lot 2 DP 23515 was divided into portions by way of a legalisation survey with most of the land being claimed by Council for drainage purposes as well as a severance parcel. The remaining Pt Lot 2 DP 23515 is located of the Southern side of the drain and is now owned by the Napier City Council. Record of Title 396347 (Pt Lot 2 DP 23515) still has this easement instrument registered against it, even though there is no direct physical connection to Pt Lot 1 DP 23515.

It is proposed that Easement Certificate 594363.2 is to be surrendered in full at Stage 1A of the subdivision as they are no longer serving their intended purpose. Approval from the Napier City Council, being the registered proprietors will be required to approve the surrender of these rights at the time of application to Land Information New Zealand.

Gazette Notice 7641327.3
This Gazette Notice was used to remove Section 3 SO 368373 from Lot 1 DP 23515, part cancelling the original title. This Gazette Notice will no longer exist at the time of future subdivision on this portion of the site.

Instrument 12255444.3
This property has a mortgage registered against it in favour of the Thomas Michael Semmens, Melody Lyn Townsend and WTR Trustee Services Limited.

2.3 Part Lot 1 DP 22039, Part Lot 1 DP 22039 (also known as Section 2 SO 343196) & Lot 1 DP 366576

The below table provides a title overview of Part Lot 1 DP 22039, Part Lot 1 DP 22039 (also known as Section 2 SO 343196) & Lot 1 DP 366576.

Item	Description
Site Address	20 Waterworth Avenue, Napier
Legal Description	Pt Lot 1 DP 22039, Pt Lot 1 DP 22039 (Section 2 SO 343196) & Lot 1 DP 366576
Record of Title	270171
Site Area	8.5727ha (Noting 1.0222ha part cancelled from Lot 1 DP 22039 – See Section 1 SO 343196)
Instruments	T.553419.2 T.553419.3

	EC.553419.4 EC.594363.2 EI. 7190150.1 T. 7190150.3

Table 3: Pt Lot 1 DP 22039, Pt Lot 1 DP 22039 (Section 2 SO 343196) & Lot 1 DP 366576 Record of Title Summary

In 2004 Lot 1 DP 22039 was divided into portions by way of a legalisation survey with Section 1 SO 343196 created to vest in the Napier City Council for drainage purposes, removing 1.0222ha from the underlying parcel, creating Pt Lot 1 DP 22039 and Section 2 SO 343196 which is also referred to through the title document as Pt Lot 1 DP 22039.

Lot 1 DP 366576 is subject to Section 59 Land Act 1948, which has been repealed by Section 245 of the Minerals Act 1971. All remaining rights relating to Lot 1 DP 366576 will be required to be removed at Stage 1E of the development as this parcel is to vest in the Napier City Council as road upon deposit.

Lot 1 DP 366576 is also subject to Section 241 (2) and Sections 242 (1) & (2) RMA 1991. These relate to the amalgamation between Part Lot 1 DP 22039 and Lot 1 DP 366576. These are also to be cancelled at Stage 1E of the development as this parcel is to vest in the Napier City Council as road upon deposit.

Transfer 553419.2
The Transfer document has not been able to be located through Land Information New Zealand.

Based on the current title information, this document provides the right to convey electric power over Pt Lot 1 DP 22039 marked F on DP 22039 in favour of The Hawkes Bay Electric Power Board, now referred to as Unison Networks Limited. This easement is subject to Section 243(a) of the Resource Management Act 1991 and will therefore require consent from Council to be surrendered as well as Unison Networks Limited. As part of this development this easement is to be retained.

Transfer 553419.3
The transfer provides right of way over Lot 1 DP 366576 in favour of Pt Lot 1 DP 22039, being land from the same record of title. As previously mentioned, this right will be required to be removed at Stage 1E of the development as this parcel is to vest in the Napier City Council as road upon deposit. No approval is required to surrender the rights of this transfer.

Easement Certificate 553419.4
This easement certificate has appurtenant (benefited) rights to take water and convey water and is intended to be surrendered. Please refer to Section 2.2 of this report for further details as necessary.

Easement Instrument 7190150.1
This easement instrument relates to the right to convey electricity in favour of Unison Networks Limited over Lot 1 DP 366576. This easement is subject to Section 243(a) of the Resource Management Act 1991 and will therefore require consent from Council to be surrendered as well as Unison Networks Limited as this parcel is to vest in the Napier City Council as road upon deposit.

Easement Instrument 7190150.3
This easement instrument relates to a fencing covenant over Lot 1 DP 366576 and is to be surrendered in full at Stage 1E, as this parcel is the be vested in Napier City Council as road upon deposit.

2.4 Lot 2 DP 525428

The below table provides a title overview of Lot 2 DP 525428.

Item	Description
Site Address	75 Waverley Road, Napier
Legal Description	Lot 2 DP 525428
Record of Title	841256
Site Area	7.8650ha
Instruments	T.333389.1 CN.11260171.1 EI.11260171.3 11779983.3

Table 4: Lot 2 DP 525428 Record of Title Summary

Lot 2 DP 525428 has recently been subdivided as part of a 2 lot subdivision. The boundaries have been well defined by very recent land transfer surveys and establishing survey definition should be of no concern.

Transfer 333389.1
This Transfer document provides Pt Lot 1 DP 13197 water and pipeline rights shown as Area B DP 525428. This will be retained as the new Lot 604 (refer to subdivision scheme plan H20210152-060) will utilise this service, although discussions may be had with the current landowner and a decision can be made a later date as to whether or not the easement is ultimately necessary to be retained. As this is a private easement, no certification from Council would be necessary to remove the associated rights.

Transfer 333389.1 will need to be part surrendered where Lot 603 (refer to subdivision scheme plan H20210152-060) incorporates a portion of Pt Lot 1 DP 13197.

Consent Notice 11260171.1
Condition 4 – Relates to building finished floor levels. Any new habitable dwelling constructed is required to have a minimum floor level of whichever is higher:

1) 0.5m above existing ground or
2) NZ Building Code 2004 E1 Surface Water.

As the area being developed is to be a stormwater management area, this requirement will become redundant and therefore able to be removed from the title of the proposed Lot 603.

Easement Instrument 11260171.3
This Easement Instrument provides Lot 1 DP 525428 right of way over Lot 2 DP 525428. This right is to be retained as Lot 1 DP 525428 utilises the existing vehicle crossing that passes through Lot 2 DP 525428.

Instrument 11779983.3
This property has a mortgage registered against it in favour of the ANZ Bank New Zealand Limited

2.5 Part Lot 1 DP 13197

The below table provides a title overview of Part Lot 1 DP 13197.

Item	Description
Site Address	91 Waverley Road, Napier
Legal Description	Pt Lot 13197
Record of Title	HBE3/765
Site Area	8.8050ha

Instruments	T.333389.1 GN.6336566.3 10270245.2

Table 5: Part Lot 1 DP 13197 Record of Title Summary

In 2004, Section 1 SO 345548 (5027m²) was acquired by the Napier City Council for drainage purposes from Lot 1 DP 13197, creating Part Lot 1 DP 13197 and reducing the title area to 8.8050ha.

Recent neighbouring survey plans assist with definition for this site. Establishing survey definition is not considered problematic for this title.

Transfer 333389.1
This Transfer document provides Pt Lot 1 DP 13197 water and pipeline rights shown as Area B DP 525428. Please refer to Section 2.5 of this report for further details as necessary.

Gazette Notice 6336566.3
This Gazette Notice was used to remove Section 1 SO 345548 from Lot 1 DP 13197, part cancelling the original title. This Gazette Notice will no longer exist at the time of future subdivision on this portion of the site.

Instrument 10270245.2
This property has a mortgage registered against it in favour of the ANZ Bank New Zealand Limited

3.0 Summary

This document provides a summary of the existing record of title status of the parcels that are associated with Te Orokohanga Hou, the proposed Riverbend Road Residential Development site in Napier. Copies of the records of title and the associated registered interests with guiding legislation have been attached for reference.

Based on a review of the associated record of title documentation there are no unexpected or significant record of title impediments for the project to contend with prior to the development of the site.

Prepared by:	Reviewed by:
Michael Vanderpeet	Karl Carew
Senior Surveyor	Licensed Cadastral Surveyor | Director
for Development Nous Ltd	for Development Nous Ltd
.....	.....
February 2023	February 2023

APPENDIX A

Current Record of Title

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier **927606**

Land Registration District **Hawkes Bay**

Date Issued 28 February 2020

Prior References
HBM4/625

Estate Fee Simple

Area 8.7901 hectares more or less

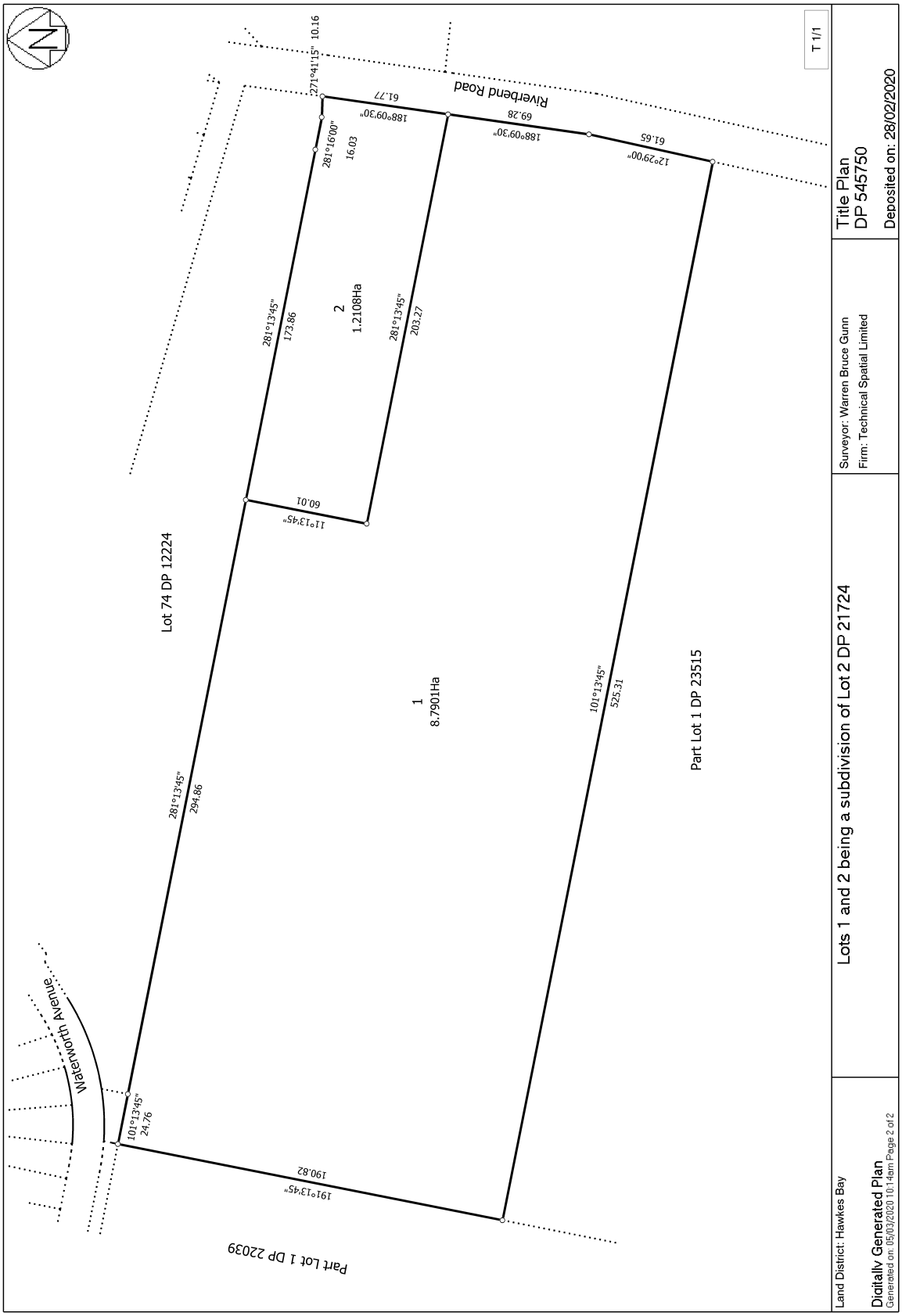
Legal Description Lot 1 Deposited Plan 545750

Purpose State Housing

Registered Owners
Her Majesty the Queen

Interests

Appurtenant hereto are rights to take water and convey water specified in Easement Certificate 553419.4 - 28.2.1991 at 2.30 pm


T 1/1
Title Plan
DP 545750
Deposited on: 28/02/2020
Surveyor: Warren Bruce Gunn
Firm: Technical Spatial Limited
Lots 1 and 2 being a subdivision of Lot 2 DP 21724
Land District: Hawkes Bay
Digitally Generated Plan
Generated on: 05/03/2020 10:14am Page 2 of 2
Riverbend Road
Waterworth Avenue
Lot 74 DP 12224
Part Lot 1 DP 23515
Part Lot 1 DP 22039
2
1.2108Ha
1
8.7901Ha
271°41'15" 10.16
61.77
188°09'30"
69.28
188°09'30"
61.65
120°29'00"
281°16'00" 16.03
281°13'45" 173.86
281°13'45" 203.27
110°13'45" 60.01
281°13'45" 294.86
101°13'45" 525.31
101°13'45" 24.76
191°13'45" 190.82

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier **HBP4/1097**

Part-Cancelled

Land Registration District **Hawkes Bay**

Date Issued 23 August 1993

Prior References
HBP1/346

Estate Fee Simple

Area 5.0000 hectares more or less

Legal Description Lot 1 Deposited Plan 23515

Registered Owners
215 Riverbend Limited

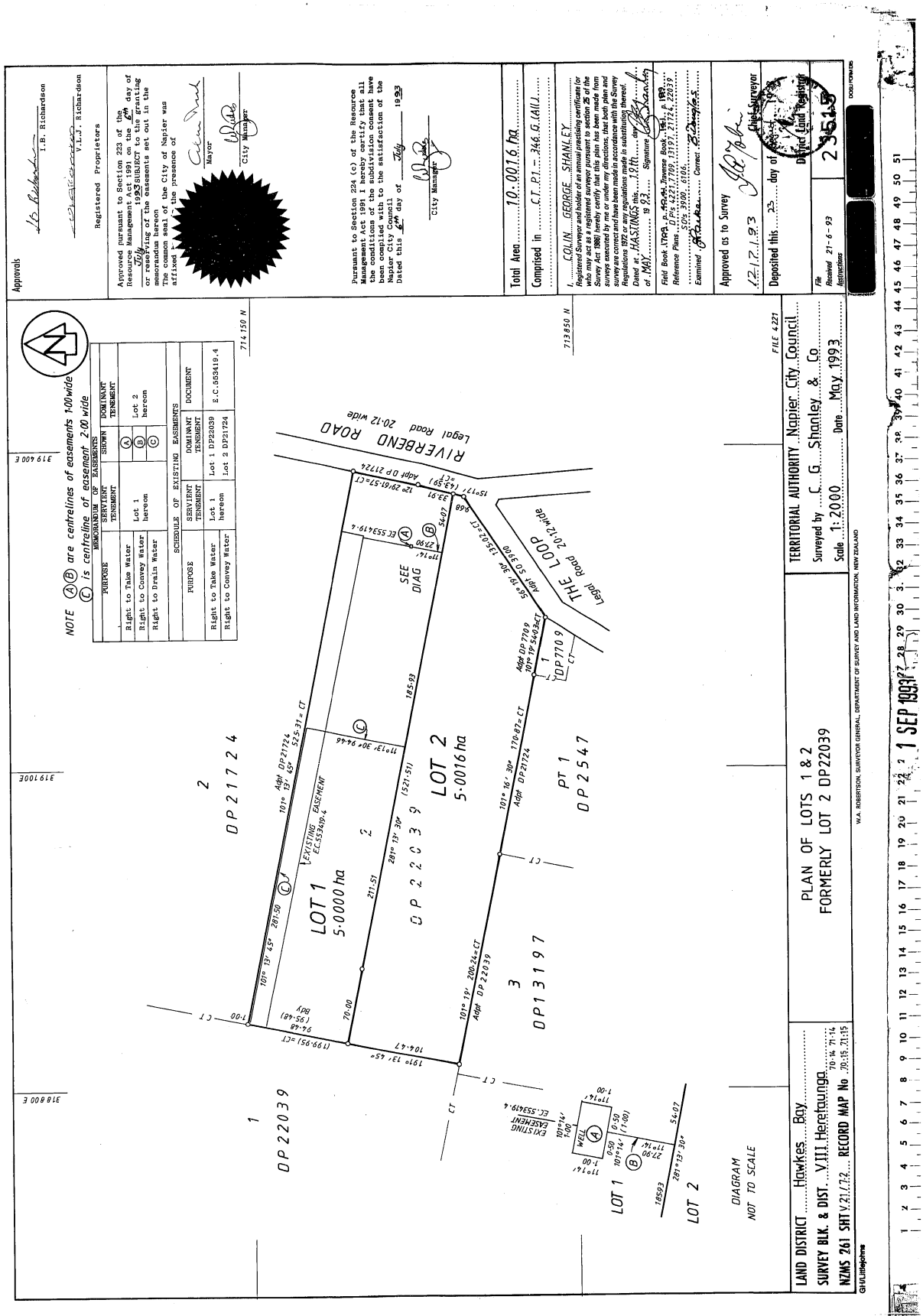
Interests

Subject to rights to take and convey water over part specified in Easement Certificate 553419.4

Subject to a right to take water over part marked A and a right to convey water over part marked B and a right to drain water over part marked C on DP 23515 specified in Easement Certificate 594363.2 - 23.8.1993 at 2.00 pm

7641327.3 Gazette Notice 2007 page 3311 declaring Section 3 SO 368373 (0.1905 ha) is hereby acquired for drainage purposes and vested in the Napier City Council CIR 396347 issued - 4.12.2007 at 9:00 am

12255444.3 Mortgage to (now) James Russell Batten and WTR Trustee Services Limited - 1.10.2021 at 9:14 am


Approvals
I.B. Richardson
V.L.J. Richardson
Registered Proprietors
Approved pursuant to Section 223 of the Resource Management Act 1991 on the 2nd day of July 1993 subject to the conditions attached or referring of the easements set out in the memorandum hereon
The common seal of the City of Napier was affixed in the presence of
Mayor
City Manager
Pursuant to Section 224 (c) of the Resource Management Act 1991 I certify that all the conditions of the subdivision consent have been complied with to the satisfaction of the Napier City Council
Dated this 2nd day of July 1993
City Manager
Total Area 10.0016 ha
Comprised in C.T. P1 346/G (A1)
I, COLIN GEORGE SHANLEY
Registered Surveyor and holder of an annual practising certificate for who may act as a registered surveyor in accordance with the Survey Act 1986 and certify that the 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 Regulations 1972 or any regulations made in substitution thereof.
Dated at HASTINGS this 18th day of MAY 1993
Signature
Field Book 1795 p. 45-46 Traverse Book
Reference Plans
Examined
Approved as to Survey
12.7.1.93
Chief Surveyor
Deposited this 23 day of
District Land Registrar
File
Received 21-6-93
Instructions
2 35613
FILE 4221
NOTE (A)(B) are centrelines of easements 1.00 wide
(C) is centreline of easement 2.00 wide
MEMORANDUM OF EASEMENTS
PURPOSE
SERVIENT TENEMENT
SHOWN
DOMINANT TENEMENT
Right to Take Water
Right to Convey Water
Right to Drain Water
Lot 1 hereon
A
B
C
Lot 2 hereon
SCHEDULE OF EXISTING EASEMENTS
PURPOSE
SERVIENT TENEMENT
DOMINANT TENEMENT
DOCUMENT
Right to Take Water
Right to Convey Water
Lot 1 hereon
Lot 1 DP22039
Lot 2 DP21724
E.C.553419.4
714 150 N
713 850 N
319 400 E
319 100 E
318 800 E
RIVERBEND ROAD
Legal Road 20.12 wide
THE LOOP
Legal Road 20.12 wide
SEE DIAG
LOT 2
5.0016 ha
LOT 1
5.0000 ha
EXISTING EASEMENT
EC.553419.4
DP 21724
DP 22039
DP 13197
DP 2547
DP 7709
DIAGRAM
NOT TO SCALE
TERRITORIAL AUTHORITY Napier City Council
Surveyed by C. G. Shanley & Co.
Scale 1:2000
Date May 1993
PLAN OF LOTS 1 & 2
FORMERLY LOT 2 DP22039
W.A. ROBERTSON, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND
LAND DISTRICT Hawkes Bay
SURVEY BLK. & DIST. VIII Heretaunga
NZMS 261 SHT V21/172 RECORD MAP No
1 SEP 1993

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier **270171**

Land Registration District **Hawkes Bay**

Date Issued 16 January 2007

Prior References

HBD3/551 HBP1/345

Estate Fee Simple

Area 8.5727 hectares more or less

Legal Description Lot 1 Deposited Plan 366576 and Part Lot 1 Deposited Plan 22039

Purpose State housing purposes

Registered Owners

Her Majesty the Queen

Interests

Subject to Section 59 Land Act 1948 (affects Lot 1 DP 366576)

Subject to a right (in gross) to convey electric power over part Lot 1 DP 22039 marked F on DP 22039 in favour of The Hawkes Bay Electric Power Board created by Transfer 553419.2 - 28.2.1991 at 2.30 pm

The easements created by Transfer 553419.2 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to a right of way over part Lot 1 DP 366576 marked B, D on DP 366576 created by Transfer 553419.3 - 28.2.1991 at 2.30 pm

Appurtenant to part Lot 1 DP 22039 is a right of way created by Transfer 553419.3 - 28.2.1991 at 2.30 pm

Appurtenant to part Lot 1 DP 22039 is a right to take water and convey water specified in Easement Certificate 553419.4 - 28.2.1991 at 2.30 pm

Subject to a right to convey electricity in gross over part Lot 1 DP 366576 marked A, B, C on DP 366576 in favour of Unison Networks Limited created by Easement Instrument 7190150.1 - 16.1.2007 at 9:00 am

The easement created by Easement Instrument 7190150.1 is subject to Section 243 (a) Resource Management Act 1991

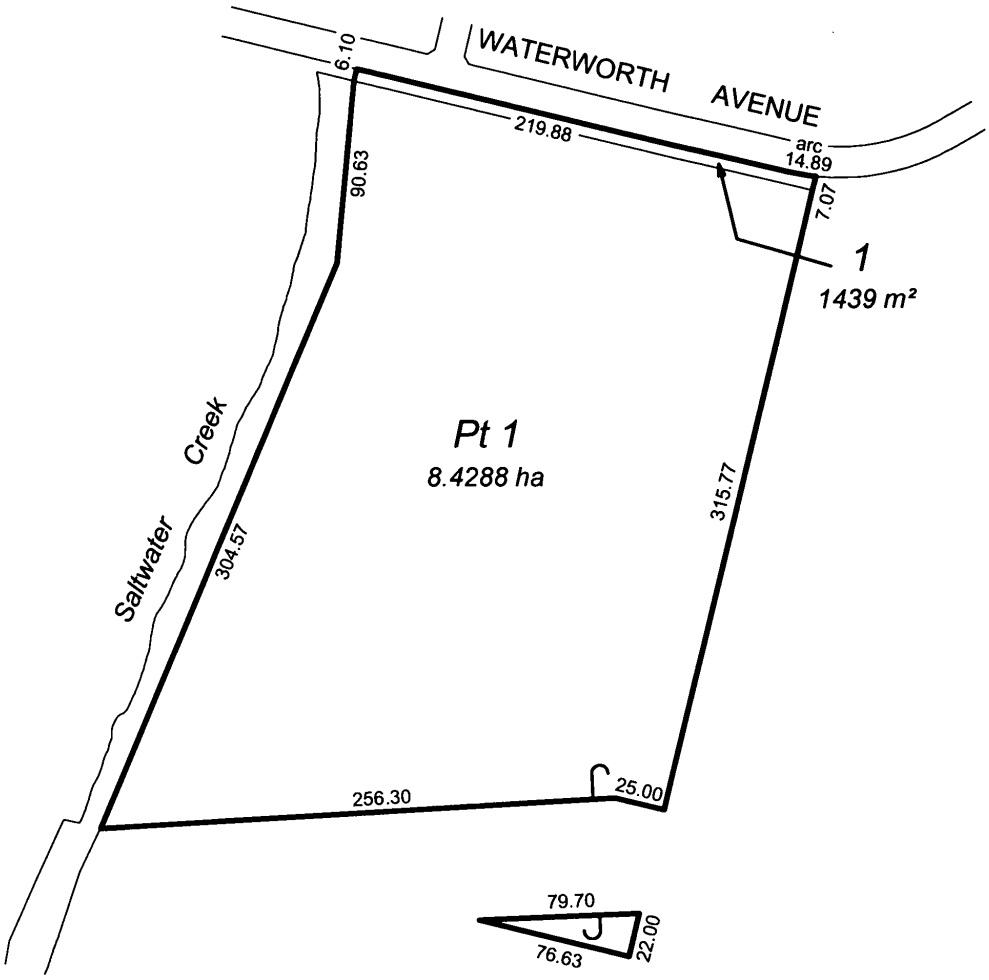
Fencing Covenant in Transfer 7190150.3 - 16.1.2007 at 9:00 am (affects Lot 1 DP 366576)

Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991(affects DP 366576)

Title Diagram CT 270171

Cpy – 01/01, Pgs – 001, 18/01/07, 11:49

DocID: 411808716



Total Area: 8.5727 ha

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**841256**
Land Registration District	**Hawkes Bay**
Date Issued	04 December 2018

Prior References
HBE3/766

Estate	Fee Simple
Area	7.8650 hectares more or less
Legal Description	Lot 2 Deposited Plan 525428

Registered Owners
Duncan William Thomas and Victoria Jane Thomas

Interests

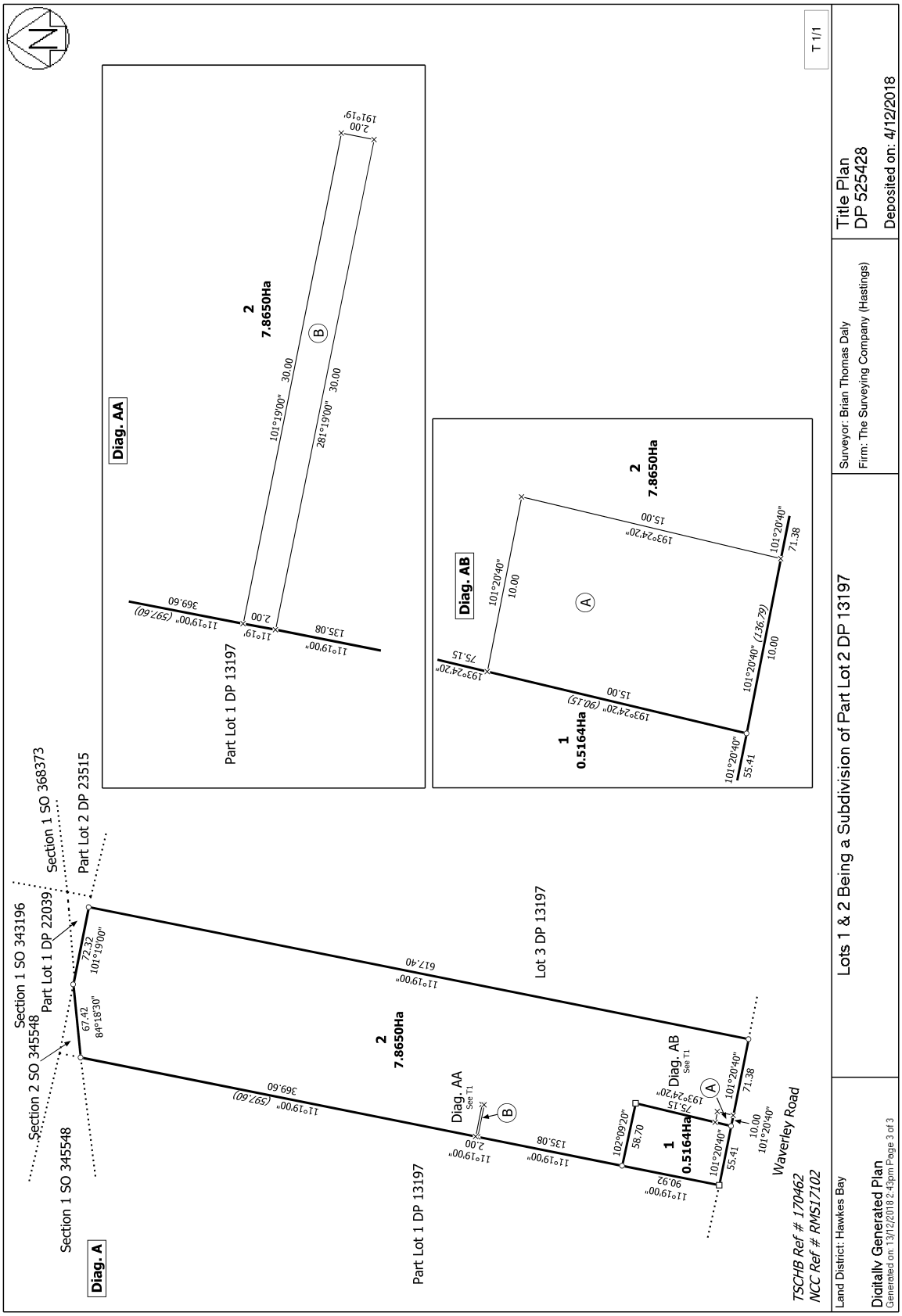
Subject to water and pipeline rights over part marked B on DP 525428 created by Transfer 333389.1 - 9.12.1976 at 9.20 am

11260171.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 4.12.2018 at 4:47 pm

Subject to a right of way over part marked A on DP 525428 created by Easement Instrument 11260171.3 - 4.12.2018 at 4:47 pm

The easements created by Easement Instrument 11260171.3 are subject to Section 243 (a) Resource Management Act 1991

11779983.3 Mortgage to ANZ Bank New Zealand Limited - 12.8.2020 at 11:47 am


Diag. AA
2
7.8650Ha
101°19'00"
30.00
B
30.00
181°19'00"
2.00
191°19'
369.60
11°19'00" (597.60)
2.00
11°19'
135.08
11°19'00"
Part Lot 1 DP 13197
Diag. AB
2
7.8650Ha
101°20'40"
10.00
A
193°24'20"
15.00
101°20'40"
71.38
75.15
193°24'20"
15.00
193°24'20" (90.15)
101°20'40" (136.79)
10.00
1
0.5164Ha
101°20'40"
55.41
Section 1 SO 343196
Part Lot 1 DP 22039
Section 1 SO 368373
Part Lot 2 DP 23515
72.32
101°19'00"
67.42
84°18'30"
Section 2 SO 345548
Section 1 SO 345548
Diag. A
617.40
11°19'00"
Lot 3 DP 13197
2
7.8650Ha
369.60
11°19'00" (597.60)
Diag. AA
See T1
B
2.00
11°19'00"
135.08
11°19'00"
Part Lot 1 DP 13197
102°09'20"
58.70
1
0.5164Ha
90.92
11°19'00"
Diag. AB
See T1
193°24'20"
75.15
A
101°20'40"
55.41
101°20'40"
71.38
10.00
101°20'40"
Waverley Road
TSCHB Ref # 170462
NCC Ref # RMS17102
T 1/1
Land District: Hawkes Bay
Digitally Generated Plan
Generated on: 13/12/2018 2:43pm Page 3 of 3
Lots 1 & 2 Being a Subdivision of Part Lot 2 DP 13197
Surveyor: Brian Thomas Daly
Firm: The Surveying Company (Hastings)
Title Plan
DP 525428
Deposited on: 4/12/2018

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier **HBE3/765**

Part-Cancelled

Land Registration District **Hawkes Bay**

Date Issued 09 May 1973

Prior References

HBA1/81

Estate Fee Simple

Area 9.3077 hectares more or less

Legal Description Lot 1 Deposited Plan 13197

Registered Owners

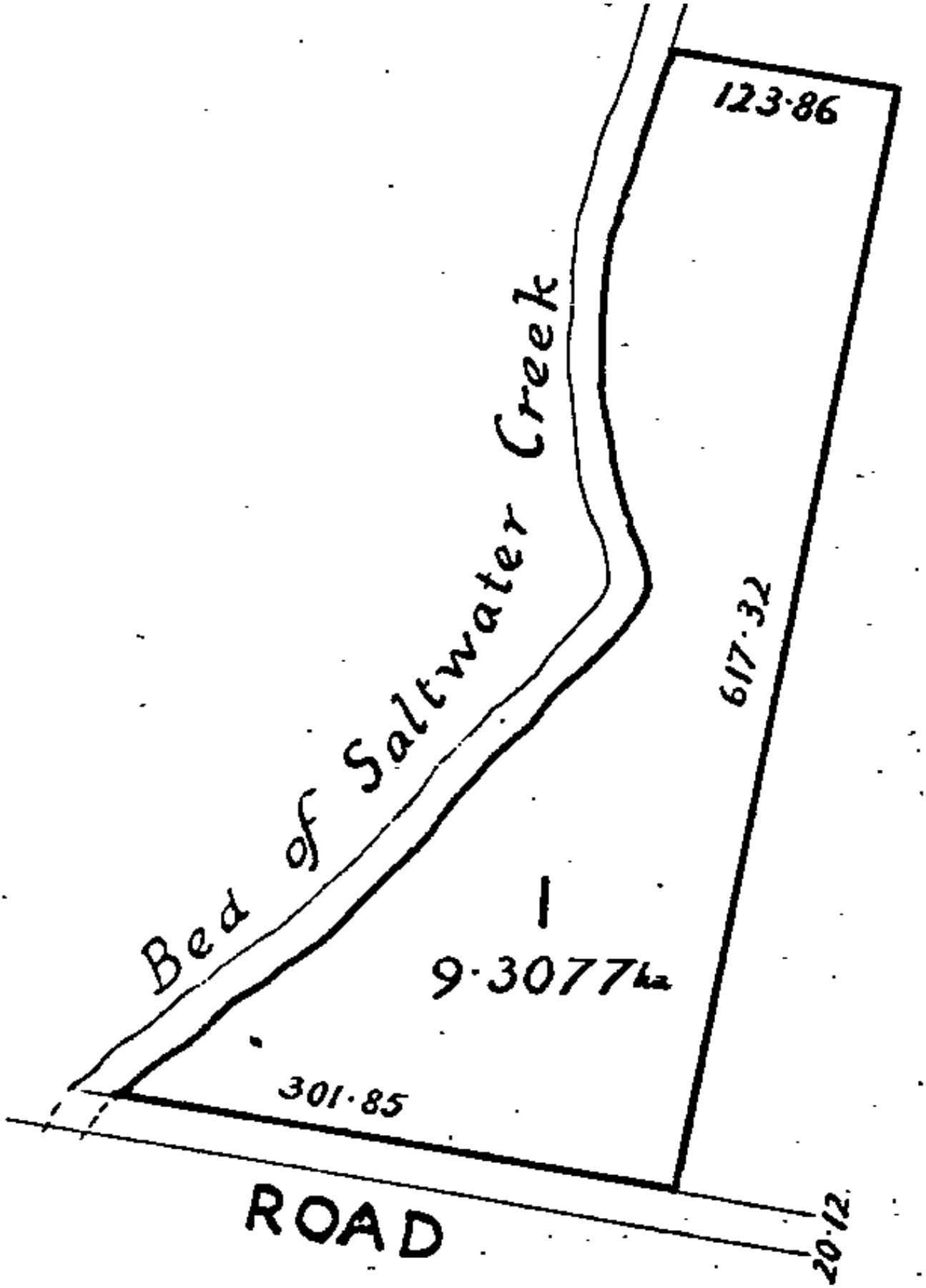
Stuart Noel Little and Mei Zhang

Interests

Appurtenant hereto are water and pipeline rights created by Transfer 333389.1 - 9.12.1976 at 9.20 am

6336566.3 Gazette Notice declaring that part of the within land (5027m2) shown as Section 1 on SO Plan 345548 is acquired for drainage purposes and vested in the Napier City Council on the 24.2.2005 -7.3.2005 at 9:00 am Computer Freehold CT 205273 issued for Section 1 Plan SO 35548

10270245.2 Mortgage to ASB Bank Limited - 11.12.2015 at 9:55 am


123·86
Bed of Saltwater Creek
617·32
1
9·3077ha
301·85
ROAD
20·12

APPENDIX B

Current Title Plans

Title Plan - DP 545750

Survey Number	DP 545750
Surveyor Reference	19047
Surveyor	Warren Bruce Gunn
Survey Firm	Technical Spatial Limited
Surveyor Declaration	I Warren Bruce Gunn, being a licensed cadastral surveyor, certify that: (a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b)the survey was undertaken by me or under my personal direction. Declared on 28 Feb 2020 10:24 AM

Survey Details

Dataset Description	Lots 1 and 2 being a subdivision of Lot 2 DP 21724		
Status	Deposited		
Land District	Hawkes Bay	**Survey Class**	Class B
Submitted Date	28/02/2020	**Survey Approval Date**	04/03/2020
		Deposit Date	28/02/2020

Territorial Authorities

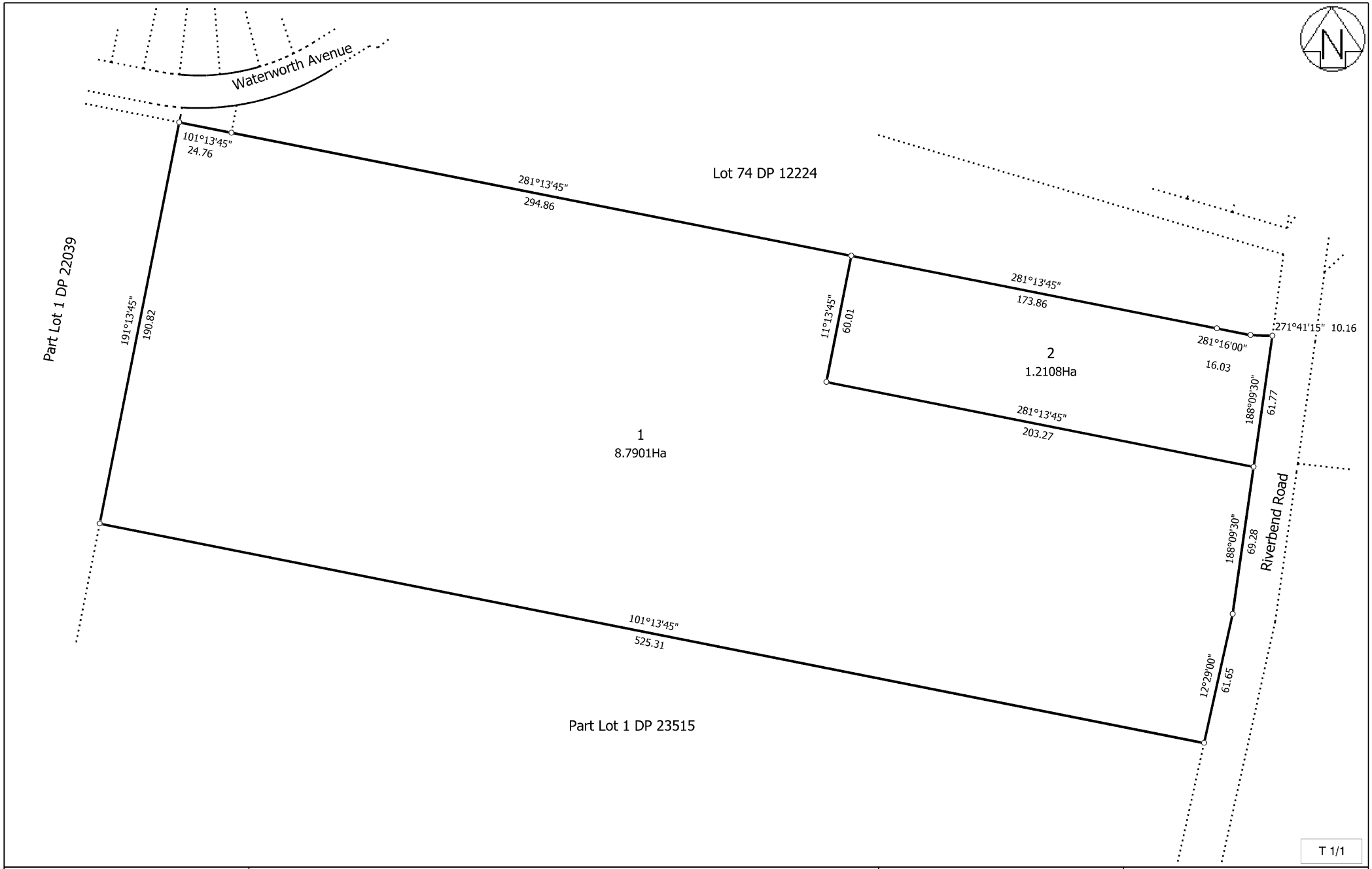
Napier City

Comprised In

RT HBM4/625

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Lot 1 Deposited Plan 545750	Fee Simple Title	8.7901 Ha	927606
Lot 2 Deposited Plan 545750	Fee Simple Title	1.2108 Ha	927607
Total Area		10.0009 Ha	

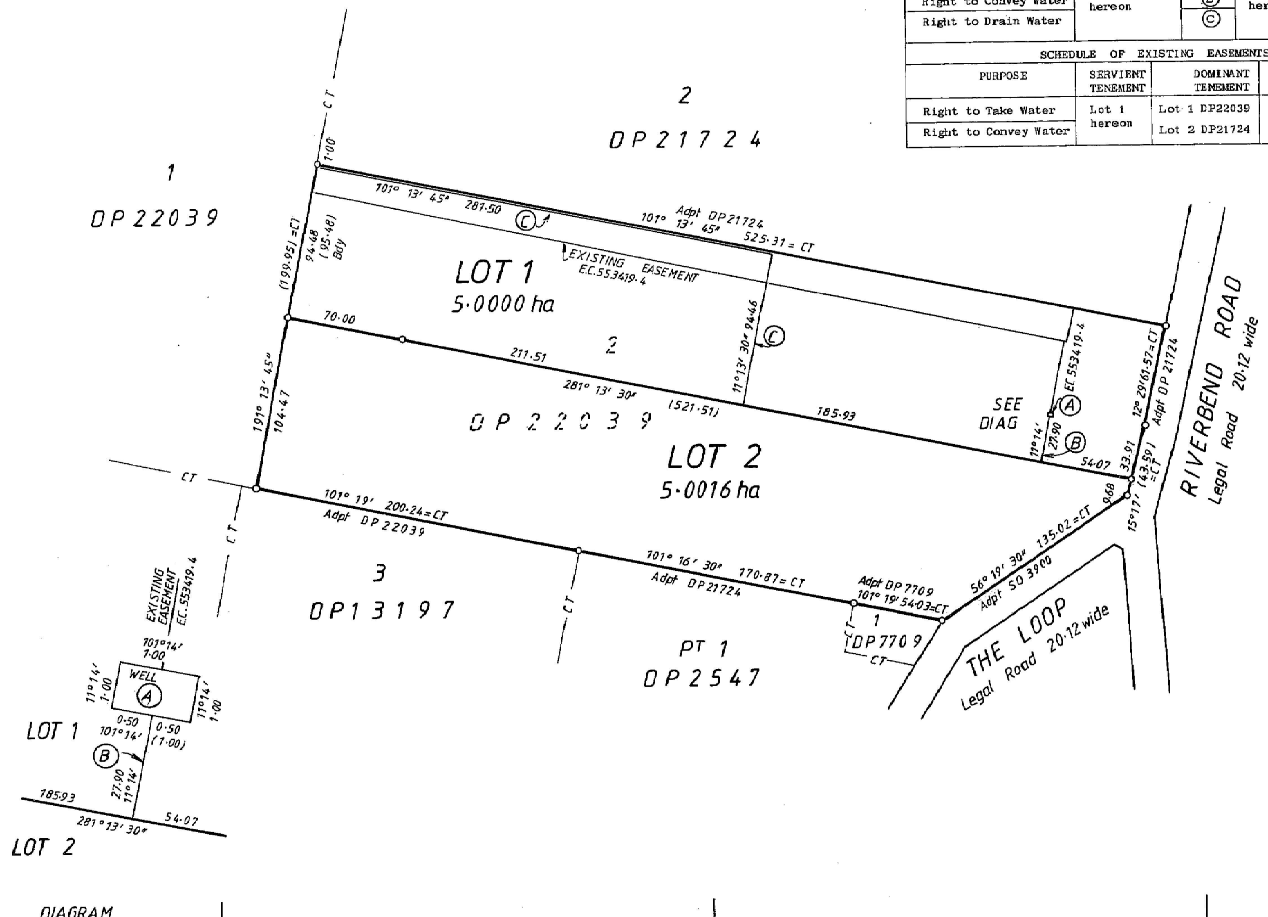


Land District: Hawkes Bay Digitally Generated Plan Generated on: 05/03/2020 10:14am Page 2 of 2	Lots 1 and 2 being a subdivision of Lot 2 DP 21724	Surveyor: Warren Bruce Gunn Firm: Technical Spatial Limited	Title Plan DP 545750 Deposited on: 28/02/2020

NOTE (A)(B) are centrelines of easements 1·00 wide
(C) is centreline of easement 2·00 wide

MEMORANDUM OF EASEMENTS			
PURPOSE	SERVIENT TENEMENT	SHOWN	DOMINANT TENEMENT
Right to Take Water	Lot 1 hereon	(A)	Lot 2 hereon
Right to Convey Water		(B)	
Right to Drain Water		(C)	

SCHEDULE OF EXISTING EASEMENTS			
PURPOSE	SERVIENT TENEMENT	DOMINANT TENEMENT	DOCUMENT
Right to Take Water	Lot 1 hereon	Lot 1 DP22039	E.C.553419.4
Right to Convey Water		Lot 2 DP21724	



Approvals

I.B. Richardson

V.L.J. Richardson

Registered Proprietors

Approved pursuant to Section 223 of the Resource Management Act 1991 on the 6th day of July 1993 SUBJECT to the granting or reserving of the easements set out in the memorandum hereon
The common seal of the City of Napier was affixed [redacted] the presence of

Mayor

City Manager

Pursuant to Section 224 (c) of the Resource Management Act 1991 I hereby certify that all the conditions of the subdivision consent have been complied with to the satisfaction of the Napier City Council
Dated this 6th day of July 1993

City Manager

Total Area 10·0016 ha

Comprised in CT P1 – 346 G (All)

I, COLIN GEORGE SHANLEY
Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) 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 Regulations 1972 or any regulations made in substitution thereof.
Dated at HASTINGS this 17th day of MAY 19 93 Signature

Field Book 1789 p. 4244 Traverse Book 141 p. 189
Reference Plans DPs 4227, 7709, 13197, 21724, 22039
SO's 3900, 6106.
Examined Correct

Approved as to Survey
12.7.1993 Chief Surveyor

Deposited this 23 day of [illegible] 19[illegible]
District Land Registrar

File
Received 21-6-93
Instructions

23515

LAND DISTRICT Hawkes Bay
SURVEY BLK. & DIST. VIII Heretaunga 70·14 71·14
NZMS 261 SHT V 21/7·2 RECORD MAP No 70·15 71·15

PLAN OF LOTS 1 & 2
FORMERLY LOT 2 DP22039

TERRITORIAL AUTHORITY Napier City Council
Surveyed by C G Shanley & Co
Scale 1:2000 Date May 1993

FILE 4221

GH/Littlejohns

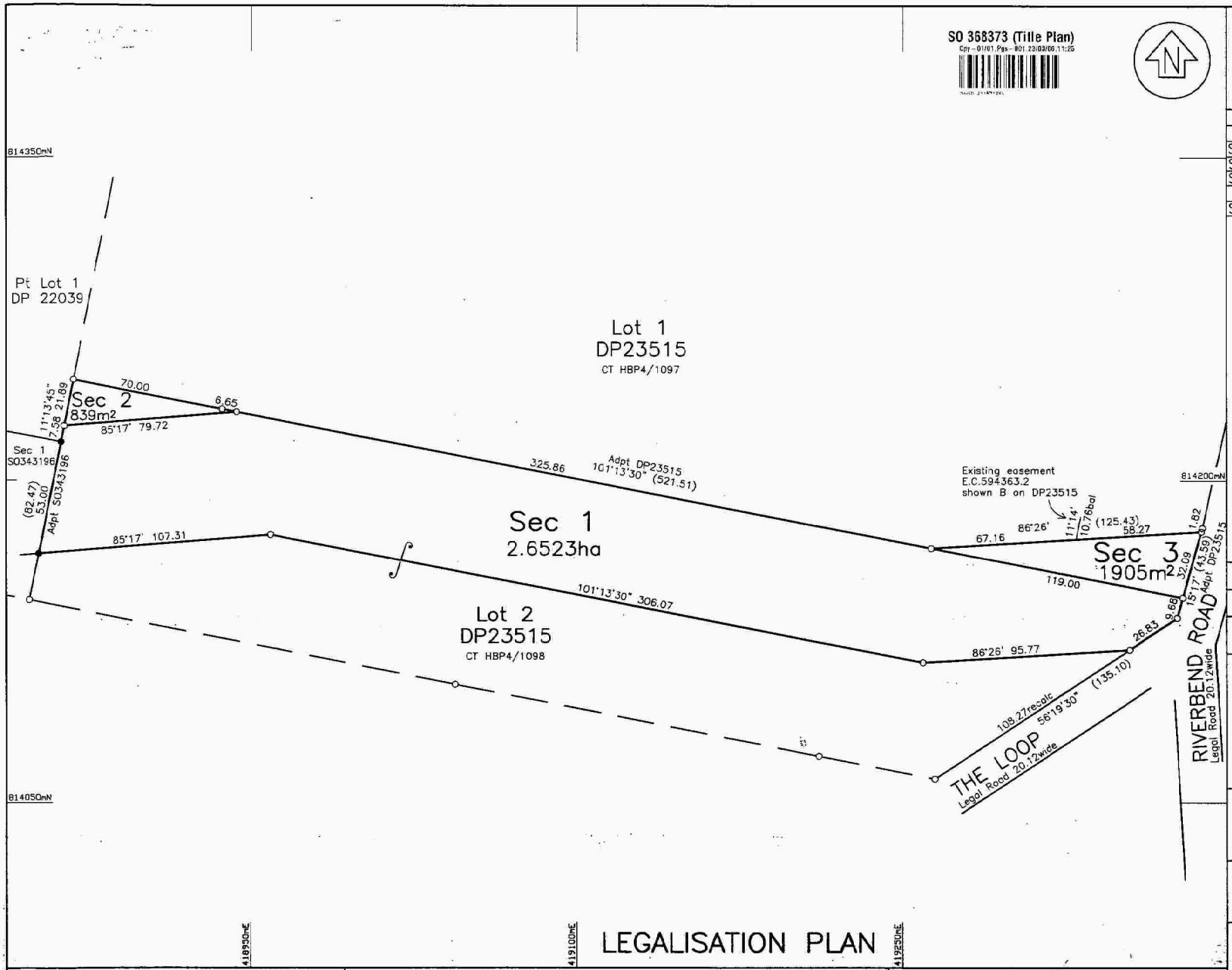
W.A. ROBERTSON, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

DOSLI FORM D8

1 SEP 1993

SO 368373 (Title Plan)

Cpy - 01/01, Pgs - 001, 23/03/06, 11:25



LEGALISATION PLAN

SCHEDULE OF AREAS			
LAND REQUIRED FOR DRAINAGE			
Shown	Description	CT	Area
Sec 1	Pt Lot 2 DP23515	HBP4/1098	2.6523ha
Sec 3	Pt Lot 1 DP23515	HBP4/1097	1905m²
SEVERENCE			
Sec 2	Pt Lot 2 DP23515	HBP4/1098	839m²

Class of Survey: II

Total Area 2.9267ha

Comprised in

I, Peter Michael Smidt,
being a person entitled to practise as a licensed cadastral surveyor, certify that -
(a) The Surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2;
(b) This dataset is accurate, and has been created in accordance with that Act and those Rules

P.M. Smidt 22/3/06

Reference Plans SO's 6106, 343196,
DP's 6396, 7709, 21724, 23515,

Approved as to Survey by Land Information NZ on

1/5/2006

Deposited by Land Information NZ on

..../..../....

Received 22.3.06

SO 368373

LAND DISTRICT HAWKES BAY

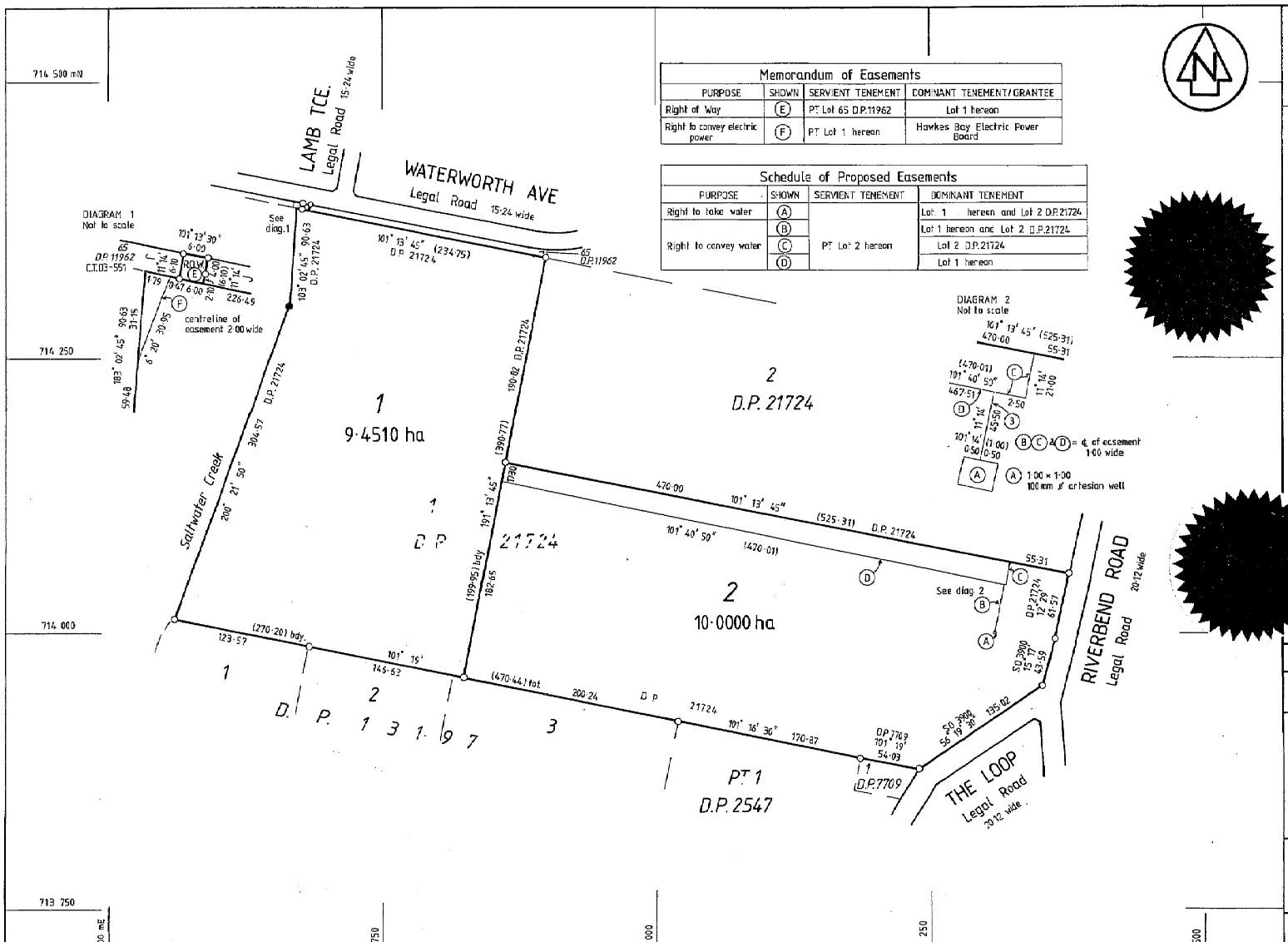
Job No. 05117

SECTIONS 1 – 3

TERRITORIAL AUTHORITY NAPIER CITY

Surveyed by Peter Smidt Surveyors Ltd

Scale 1:1250 Date March 2006



Memorandum of Easements			
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT/GRANTEE
Right of Way	(E)	Pt Lot 65 D.P.11962	Lot 1 hereon
Right to convey electric power	(F)	Pt Lot 1 hereon	Hawkes Bay Electric Power Board

Schedule of Proposed Easements			
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
Right to take water	(A)	Pt Lot 2 hereon	Lot 1 hereon and Lot 2 D.P.21724
Right to convey water	(B)		Lot 1 hereon and Lot 2 D.P.21724
	(C)		Lot 2 D.P.21724
	(D)		Lot 1 hereon

Approvals

J.M. Macerlich

owners C.T. M4/624. A. Macerlich

Pursuant to a resolution of the Napier City Council passed on the 6th day of November 1990 approving under Section 305 of the Local Government Act 1974 this plan of subdivision conditional, upon the granting or reserving of the easements shown in the memorandum endorsed hereon and certifying that the plan is in accordance with the requirements and provisions of the operative district scheme, the common seal of the Napier City Council was affixed hereto in the presence of

Mayor

City Manager

Pursuant to Section 306 (1)(f)(i) of the Local Government Act 1974 I do hereby certify that all conditions shown on or referred to on the approved scheme plan have been complied with to the satisfaction of the Napier City Council

City Manager

Napier City Council – owners

Mayor

City Manager

C.T. D3-551

Total Area 19·4510 ha

Comprised in C.T. M4-624 G (All) & C.T. D3-551 G Easement

I, Warwick Miles Marshall of Eskdale

Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 26 of the Survey Act 1986) 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 Regulations 1972 or any regulations made in substitution thereof.

Dated at Eskdale *this* 5th *day of* September 1990 *Signature*

Field Book 1650 p. 6-7 *Traverse Book* 132 p. 44

Reference Plans D.P. 11559, 11962, 13197, 21724

Examined *Correct*

Approved as to Survey 8/11/90

Chief Surveyor

Deposited this 28 day of February 1991

District Land Registrar

File

Received 18-10-90

Instructions

22039

LAND DISTRICT HAWKES BAY

Survey Blk. & Dist. VIII Heretaunga

NZMS 261 Sheet V21 **Record Map No.** 72 69-14, 70-14, 71-14, 70-15, 71-15

LOTS 1 & 2

FORMERLY LOT 1 D.P. 21724

AND PROPOSED R.O.W. OVER PT LOT 65 D.P. 11962

TERRITORIAL AUTHORITY NAPIER CITY

Surveyed by W.M. Marshall

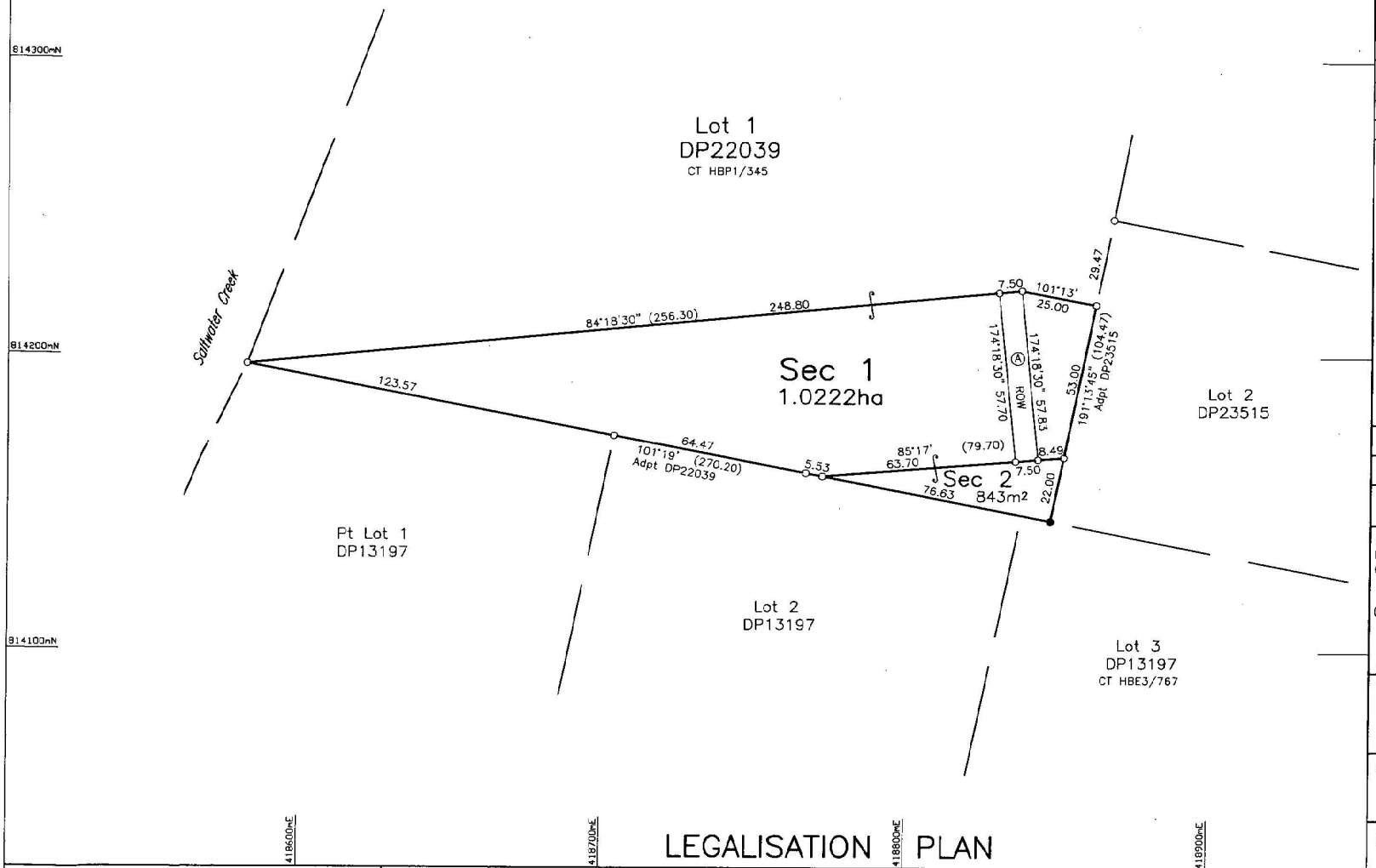
Scale 1:2500 **Date** July 1990

SO 343196 (Title Plan)

Copy - 01/01, Pgs - 001, 23/09/04, 11:24

Doc ID 41111913

Schedule of Proposed Easements			
PURPOSE	SERVIENT TENEMENT	SHOWN	DOMINANT TENEMENT
Right of Way	Sec 1 hereon	(A)	Pt Lot 1 DP22039 Lot 3 DP13197



LEGALISATION PLAN

LAND DISTRICT HAWKES BAY

Job No. 04026

SECTIONS 1 & 2

TERRITORIAL AUTHORITY NAPIER CITY

Surveyed by Peter Smidt Surveyors Ltd

Scale 1:1000 Date September 2004

Approved as to layout

Chief Executive Officer
Napier City Council

SCHEDULE OF AREAS			
LAND REQUIRED FOR DRAINAGE			
Shown	Description	CT	Area
Sec 1	Pt Lot 1 DP22039	HBP1/345	1.0222ha

SEVERANCE			
Shown	Description	CT	Area
Sec 2	Pt Lot 1 DP 22039	HBP1/345	843m2

Class of Survey: II

Total Area 1.1065ha

Comprised in

I, Peter Michael Smidt,
being a person entitled to practise as a licensed cadastral surveyor, certify that -
(a) The Surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2:
(b) This dataset is accurate, and has been created in accordance with that Act and those Rules

P.M. Smidt. 27/9/04

Reference Plans

Approved as to Survey by Land Information NZ on

28/10/2004

Deposited by Land Information NZ on

..../..../....

Received 28 · 9 · 04

SO 343196

Digital Title Plan - DP 366576

Survey Number	DP 366576
Surveyor Reference	06006
Surveyor	Peter Michael Smidt
Survey Firm	Peter Smidt Surveyors Ltd
Surveyor Declaration	I Peter Michael Smidt, being a person entitled to practise as a licensed cadastral surveyor, certify that - (a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2; (b) This dataset is accurate, and has been created in accordance with that Act and those Rules. Declared on 22/03/2006.

Survey Details

Dataset Description	Lots 1 to 3 Being a Subdivision of Lot 65 DP 11962		
Status	Deposited		
Land District	Hawkes Bay	**Survey Class**	Class I Cadastral Survey
Submitted Date	22/03/2006	**Survey Approval Date**	23/03/2006
		Deposit Date	16/01/2007

Territorial Authorities

Napier City

Comprised In

CT HBD3/551

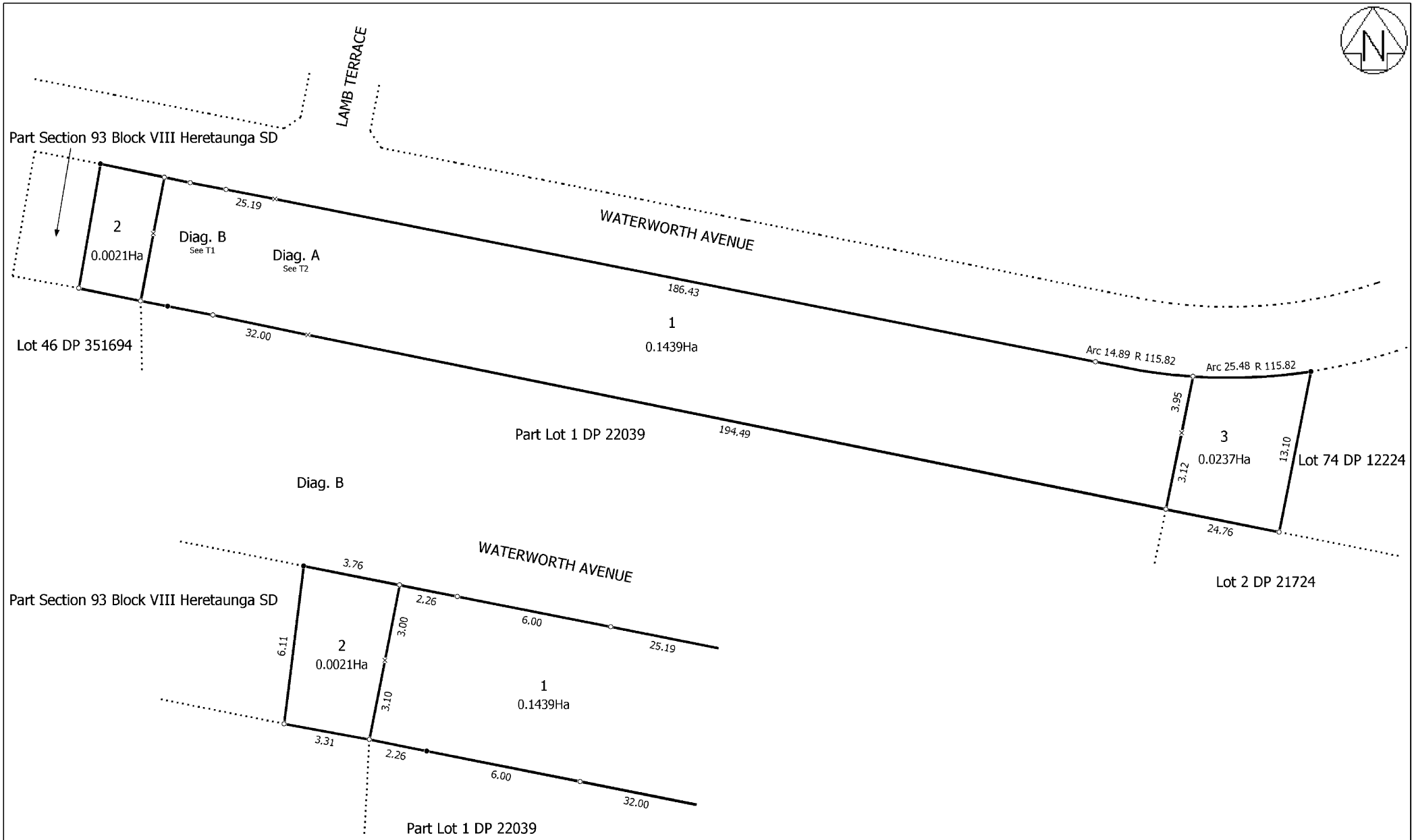
Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Lot 1 Deposited Plan 366576	Fee Simple Title	0.1439 ha	270171
Lot 2 Deposited Plan 366576	Fee Simple Title	0.0021 ha	270172
Marked B Deposited Plan 366576	Easement		
Marked C Deposited Plan 366576	Easement		
Lot 3 Deposited Plan 366576	Fee Simple Title	0.0237 ha	270172
Marked D Deposited Plan 366576	Easement		
Marked A Deposited Plan 366576	Easement		
Total Area		0.1697 ha	

Schedule/Memorandum

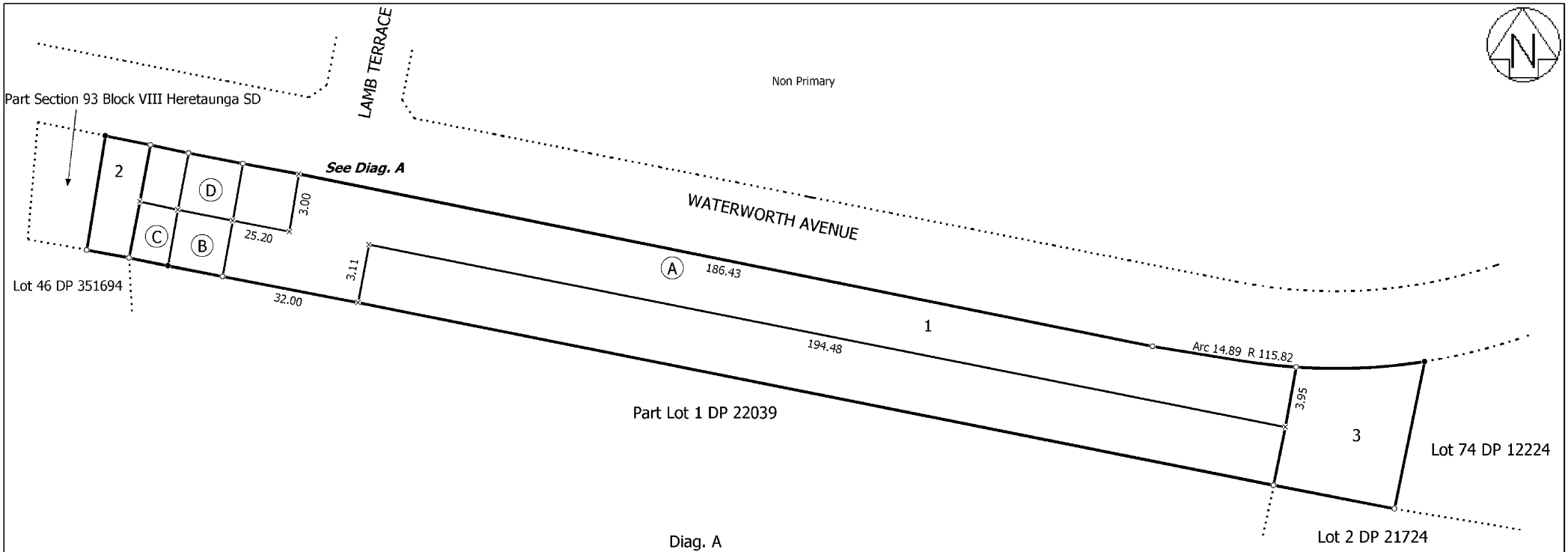
Schedule Of Existing Easements – Plan LT 366576			
PURPOSE	SERVIENT TENEMENT	SHOWN	DOCUMENT
Right Of Way	Lot 1 Hereon	B D	T.553419.3

Memorandum Of Easements In Gross – Plan LT 366576			
PURPOSE	SERVIENT TENEMENT	SHOWN	GRANTEE
Right To Convey Electricity	Lot 1	A B C	UNISON Networks Ltd

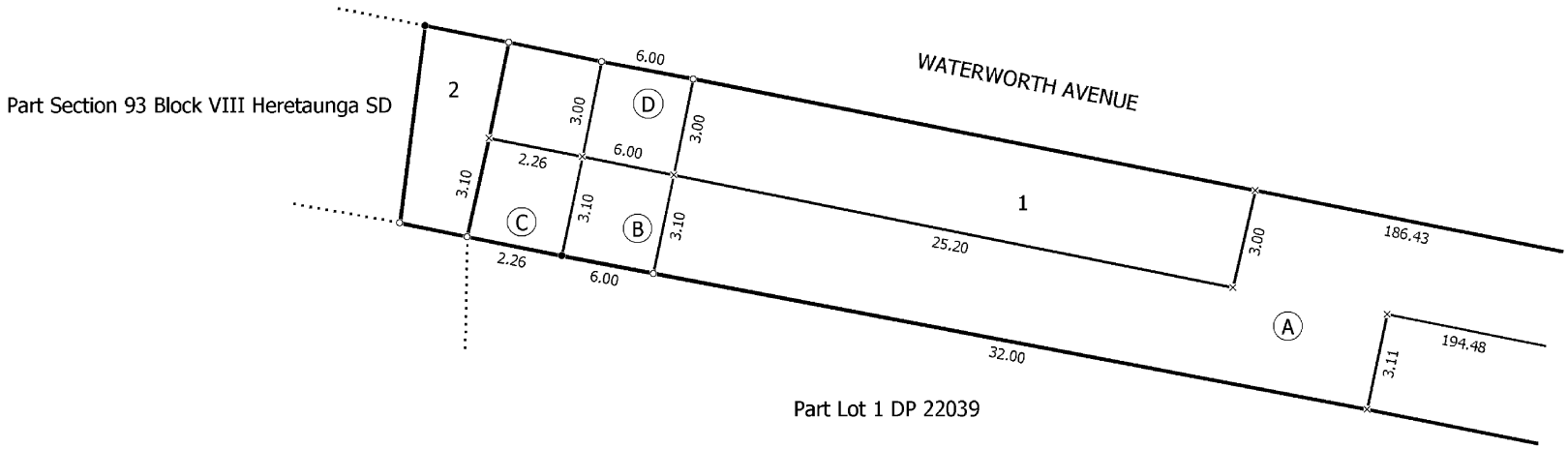


T 1/2

Land District: Hawkes Bay Digitally Generated Plan Generated on: 29/01/2007 2:32pm Page 3 of 4	Lots 1 to 3 Being a Subdivision of Lot 65 DP 11962	Surveyor: Peter Michael Smidt Firm: Peter Smidt Surveyors Ltd	Digital Title Plan DP 366576 Deposited on: 16/01/2007



Diag. A
Non Primary



T 2/2

Land District: Hawkes Bay Digitally Generated Plan Generated on: 29/01/2007 2:32pm Page 4 of 4	Lots 1 to 3 Being a Subdivision of Lot 65 DP 11962	Surveyor: Peter Michael Smidt Firm: Peter Smidt Surveyors Ltd	Digital Title Plan DP 366576 Deposited on: 16/01/2007

Title Plan - DP 525428

Survey Number	DP 525428
Surveyor Reference	170462 Waverley Orchard Ltd
Surveyor	Brian Thomas Daly
Survey Firm	The Surveying Company (Hastings)
Surveyor Declaration	I Brian Thomas Daly, being a licensed cadastral surveyor, certify that: (a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b)the survey was undertaken by me or under my personal direction. Declared on 05 Dec 2018 08:22 AM

Survey Details

Dataset Description	Lots 1 & 2 Being a Subdivision of Part Lot 2 DP 13197		
Status	Deposited		
Land District	Hawkes Bay	**Survey Class**	Class B
Submitted Date	05/12/2018	**Survey Approval Date**	10/12/2018
		Deposit Date	04/12/2018

Territorial Authorities

Napier City

Comprised In

RT HBE3/766

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Area A Deposited Plan 525428	Easement		
Lot 1 Deposited Plan 525428	Fee Simple Title	0.5164 Ha	841255
Area B Deposited Plan 525428	Easement		
Lot 2 Deposited Plan 525428	Fee Simple Title	7.8650 Ha	841256
Total Area		8.3814 Ha	

SD.

THE SURVEYING COMPANY
YOUR SUBDIVISION PROFESSIONALS

THE SURVEYING COMPANY
115E Avenue Road
PO BOX 922 HASTINGS
PH: 06 878 6349
FAX: 06 878 6989

SCHEDULE/MEMORANDUM

Land Registration District
Hawkes Bay

Plan Number
DP 525428

Territorial Authority (the Council)
Napier City Council

Council Reference
RMS17102

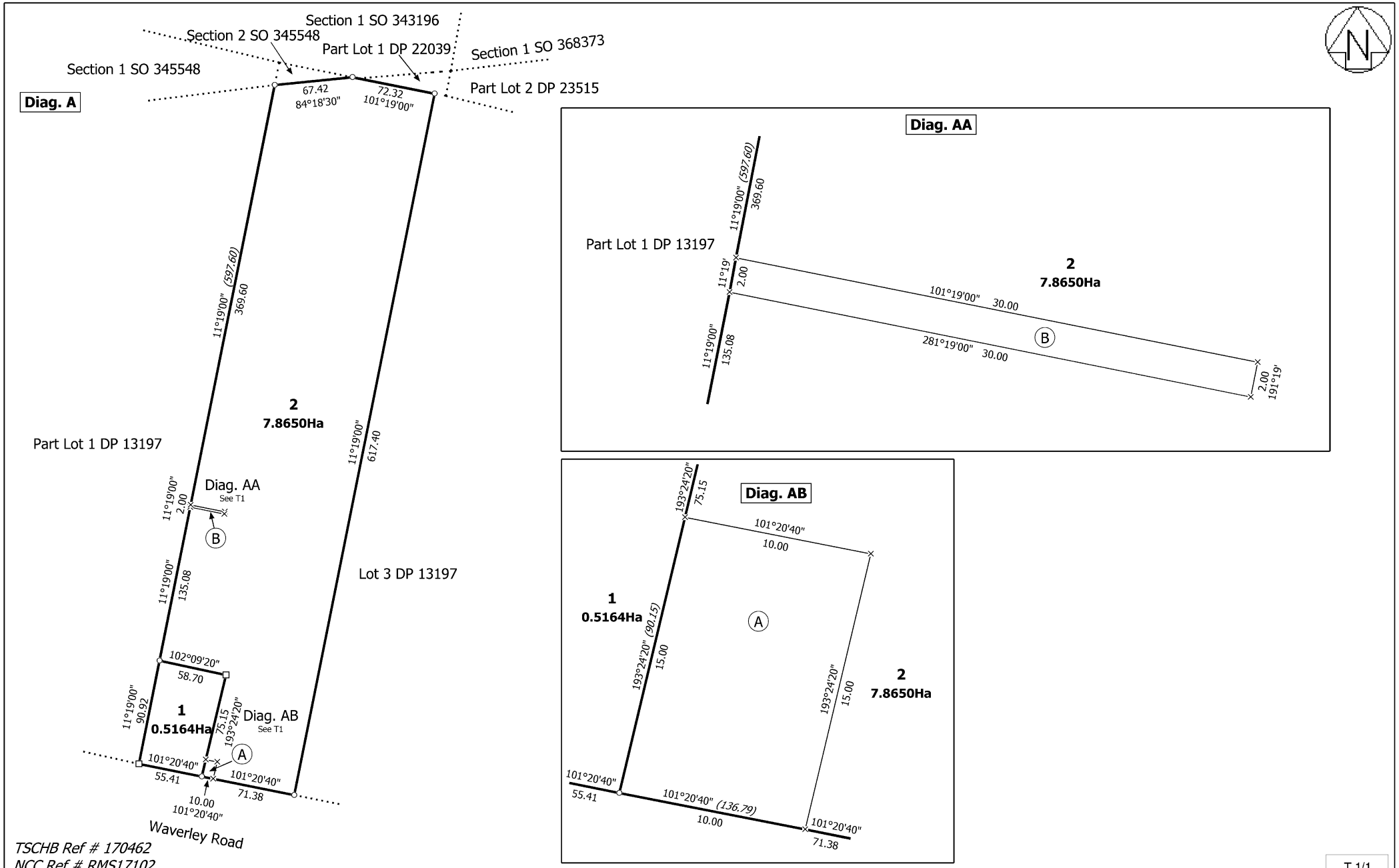
MEMORANDUM OF EASEMENT

PURPOSE	SERVIENT TENEMENT (Burdened Land)	SHOWN	DOMINANT TENEMENT (Benefited Land)
RIGHT OF WAY	LOT 2 HEREON	A	LOT 1 HEREON

SCHEDULE OF EXISTING EASEMENT

PURPOSE	SERVIENT TENEMENT (Burdened Land)	SHOWN	DOCUMENT
WATER AND PIPELINE RIGHTS	LOT 2 HEREON	B	T. 333389.1

TSCHB Ref: 170462 **1/1**



TSCHB Ref # 170462
NCC Ref # RMS17102

T 1/1

Land District: Hawkes Bay Digitally Generated Plan Generated on: 13/12/2018 2:43pm Page 3 of 3	Lots 1 & 2 Being a Subdivision of Part Lot 2 DP 13197	Surveyor: Brian Thomas Daly Firm: The Surveying Company (Hastings)	Title Plan DP 525428 Deposited on: 4/12/2018

LAND TRANSFER ACT 1952

L&S Form N. 31

Land Transfer Office

Received

Title Reference

Referred to L. T. Surveyor

13197

69

It is hereby certified pursuant to Sec. 33 of the Town and Country Planning Act 1953, that this plan complies with the requirements and provisions of every operative district scheme relating to the land in the Plan.

IN WITNESS WHEREOF the Common Seal of the County of Hawkes Bay was hereto affixed this 27th day of February 1973 in the presence of

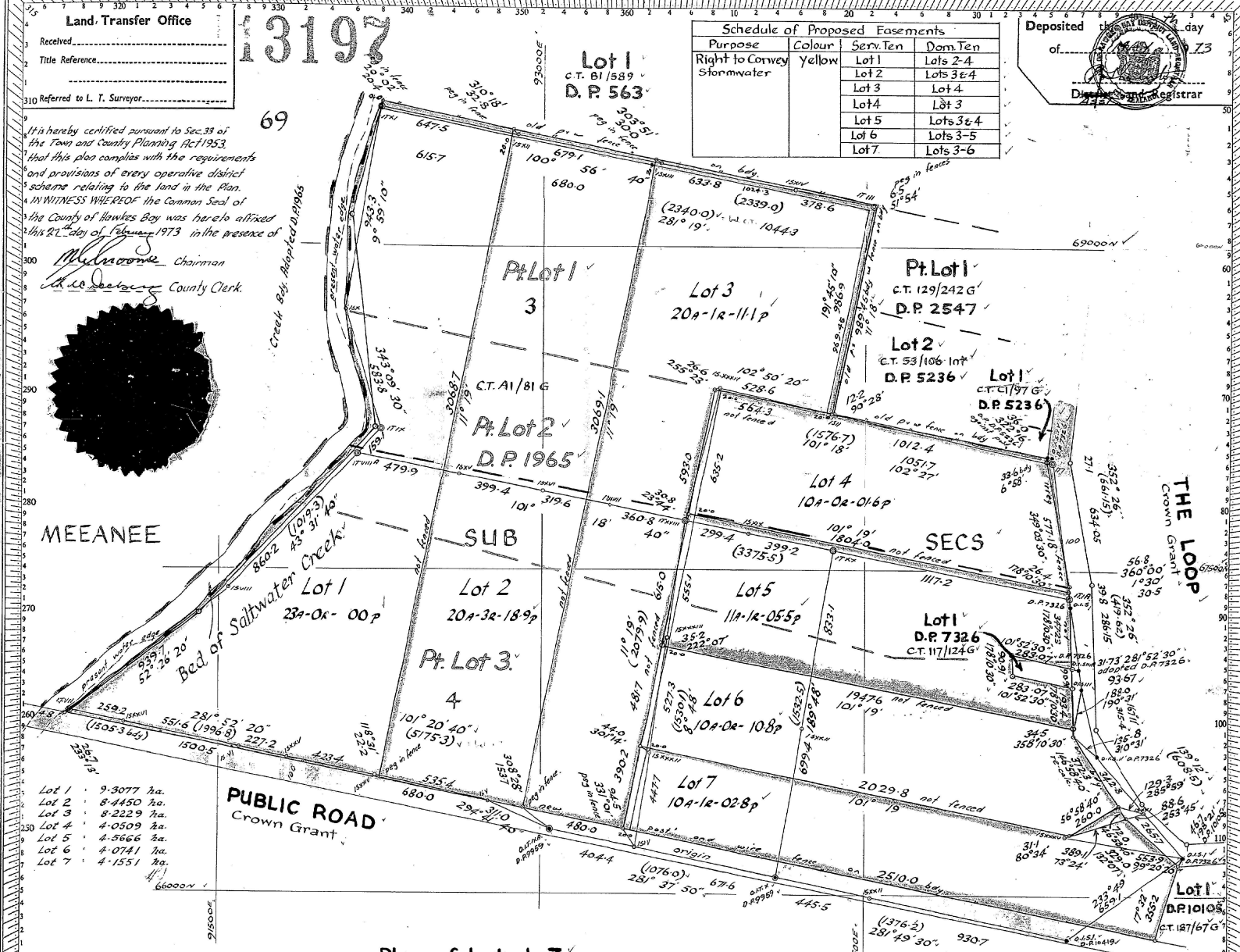
Chairman

County Clerk.

Schedule of Proposed Easements			
Purpose	Colour	Serv. Ten	Dom. Ten
Right to Convey Stormwater	Yellow	Lot 1	Lots 2-4
		Lot 2	Lots 3 & 4
		Lot 3	Lot 4
		Lot 4	Lot 3
		Lot 5	Lots 3 & 4
		Lot 6	Lots 3-5
		Lot 7	Lots 3-6

Deposited this day of 1973

District Land Registrar



Lot 1 : 9.3077 ha.
Lot 2 : 8.4450 ha.
Lot 3 : 8.2229 ha.
Lot 4 : 4.0509 ha.
Lot 5 : 4.5666 ha.
Lot 6 : 4.0741 ha.
Lot 7 : 4.1551 ha.

Total Area :- 105A-3R-10.7P

Plan of Lots 1-7
being Pt Sub. Secs. 3 & 4 Meeanee
(formerly Pts. Lots 1-3 D.P. 1965)

Approved as to Survey

Chief Surveyor
27.3.73.

Received 27/3/73

Reference plans D.P.s 563, 1965, 7326, 2547, 10105, 5236

Field book 1085 p. 59-70

Traverse book 70 p. 124-129

Examined by

Recorded WG. GR. Napier 27.3.73

Correct

L. T. Surveyor

Comprised in C.T. A1/81 G (All)

Survey Block & District Block VIII Herbertville S. D.

Land District Hawkes Bay **Local Body** Hawkes Bay County

Scale 3 chains to an inch **Surveyed by** Duley & Devine **Date** November 1972

I, David Devine of Napier Registered Surveyor and holder of an annual practising certificate, solemnly and sincerely declare that this plan has been made from surveys executed by me; that both plan and survey are correct, and have been made in accordance with the regulations under the Surveyors Act 1938.

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

Declared at NAPIER this 2nd day of March 1973 before me—

Registered Surveyor.

~~Justice of the Peace, (or other person authorised to take a statutory declaration)~~

A Solicitor of the Supreme Court of New Zealand.

Applicant or Registered Owner

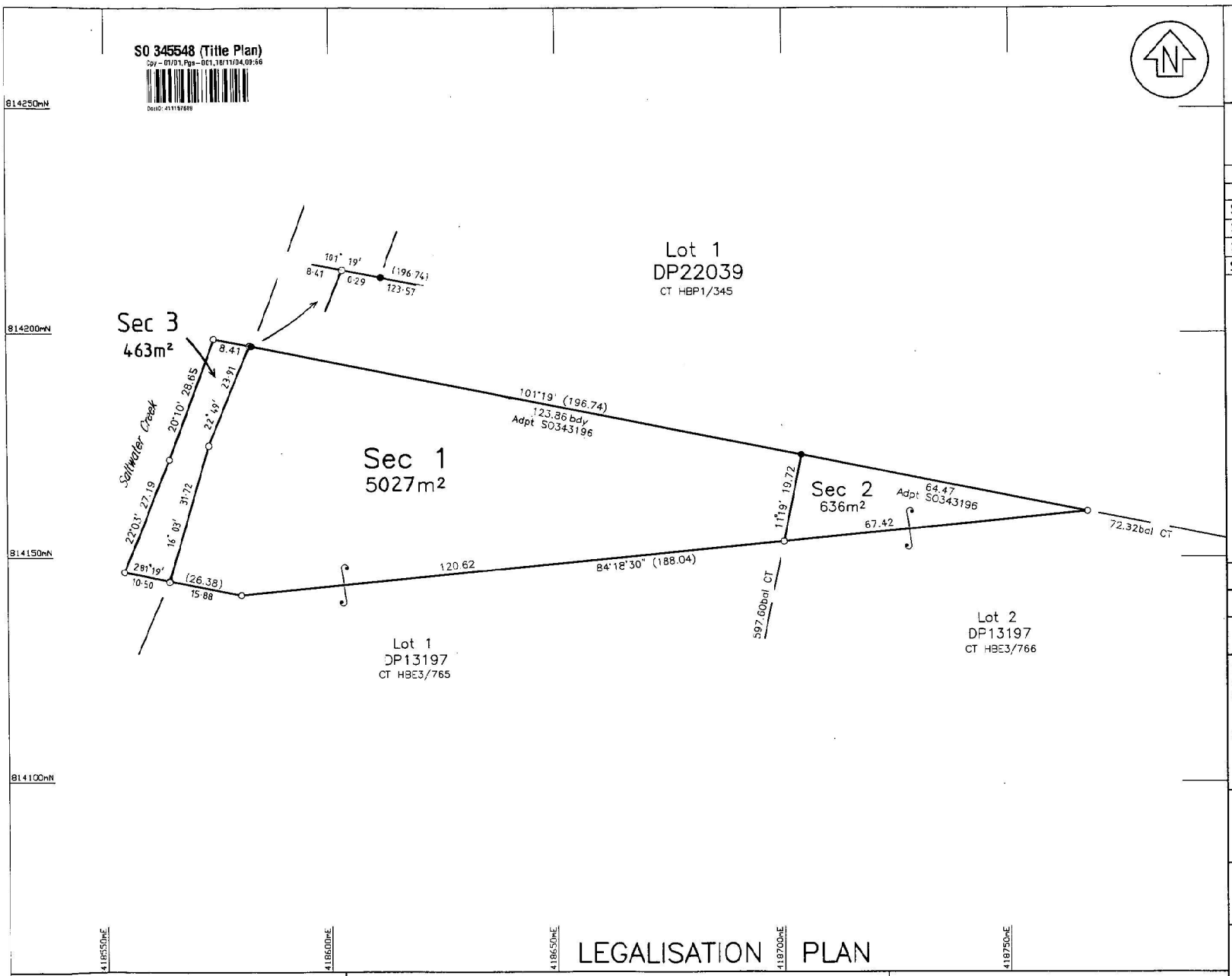
This space reserved for plan numbers

13197

SO 345548 (Title Plan)

Approved as to layout

Chief Executive Officer
Napier City Council



SCHEDULE OF AREAS			
LAND REQUIRED FOR DRAINAGE			
Shown	Description	CT	Area
Sec 1	Pt Lot 1 DP13197	HBE3/765	5027m²
Sec 2	Pt Lot 2 DP13197	HBE3/766	636m²
Sec 3	Creek bed	No CT	463m²

Class of Survey: II

Total Area 6126m²

Comprised in

I, Peter Michael Smidt,
being a person entitled to practise as a licensed cadastral surveyor, certify that -
(a) The Surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2:
(b) This dataset is accurate, and has been created in accordance with that Act and those Rules

P.M. Smidt. 15.11.04

Reference Plans

Approved as to Survey by Land Information NZ on

20/1/2005

Deposited by Land Information NZ on

..../..../....

LEGALISATION PLAN

LAND DISTRICT HAWKES BAY

Job No. 04023

SECTIONS 1 - 3

TERRITORIAL AUTHORITY NAPIER CITY

Surveyed by Peter Smidt Surveyors Ltd

Scale 1:600 Date November 2004

Received 16 · 11 · 04

SO 345548

APPENDIX C
Historical Titles

553419.4 EC

Approved by the District Land Registrars: North Auckland 4221/75, South Auckland H.008116/1974, Canterbury 957768, Marlborough 75776, Gisborne 112239.9, Hawkes Bay 303051, Taranaki 217464.1, Wellington A038045, Westland 45629.

EASEMENT CERTIFICATE

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

I, **JOHN MALCOLM MACERLICH** of Napier, Drilling Superintendent and **ANN MACERLICH** his wife

being the registered proprietor 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 Napier on the day of December 19 90 under No. 22039 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. 22039

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement: Lot No.(s) or other Legal Description	Servient Tenement: Colour, or Other Means of Identification, of Part Subject to Easement	Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
~~Right of Way~~	~~Part Lot 65 DP 11962~~	~~Marked "E" on Plan 22039~~	~~Lot 1 DP 22039~~	~~D3/551~~
Right ~~XXXXXXX~~ to take Water	Lot 2 DP 22039	Marked "A" on Plan 22039	Lot 1 DP 22039 Lot 2 DP 21724	P1/346
Right to Convey Water	Lot 2 DP 22039	Marked "B", "C", & "D" on Plan 22039	Lot 1 DP 22039 Lot 2 DP 21724 CT. M4/625.	P1/346 M4/625

N.B. On no account should this margin be used

N.B. On no account should this margin be used

LT31

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:

N.B. On no account should this margin be used

N.B. On no account should this margin be used

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

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Dated this 22nd day of January 1991

Signed by the above-named
JOHN MALCOLM MACERLICH and
ANN MACERLICH

in the presence of

Witness .....

Occupation .....

Address .....

Sole Copy

EASEMENT CERTIFICATE

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

Correct for purposes of the Land Transfer Act

(Solicitor for) the registered proprietor

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Sole Copy

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

.....

District Land Registrar
Assistant
of the District of .....

2.30 28.FEB91 5[illegible]

PARTICULARS ENTERED IN THE REGISTER
LAND REGISTRY HAWKE'S BAY

M4/625, P1/345, 346

P4/097

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

EASEMENT CERTIFICATE 594363.2EC

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

X/We IAN BRUCE RICHARDSON of Napier, Horticulturist and VANESSE LEONIE JANE RICHARDSON of Napier, Married Woman as tenants in common in equal shares

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 Napier on the day of 19 93 under No. 23515 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. 23515

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to take Water	1	A	2	P4/1097 and P4/1098
Right to Convey Water	1	B	2	P4/1097 and P4/1098
Right to Drain Water	1	C	2	P4/1097 and P4/1098

THE [redacted] rights or powers set out here are in lieu of [redacted] those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

RIGHT TO TAKE WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and their tenants (in common with the grantor, their tenants, and any other person lawfully entitled so to do) from time to time and at all times to draw and use water from the well on the said land in a free, and uninterrupted flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of other persons having the same or similar rights.

RIGHT TO CONVEY WATER

The full, free, uninterrupted and unrestricted right, liberty, and privilege for the grantee and their tenants (in common with the grantor, their tenants, and any other person lawfully entitled so to do) from time to time and at all times to convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) from the source of supply or point of entry, as the case may be, and following the stipulated course across the land over which the easement is granted or created.

RIGHT TO DRAIN WATER

The full, free, uninterrupted and unrestricted right, liberty, and privilege for the grantee and their tenants (in common with the grantor, their tenants and any other person lawfully entitled so to do) from time to time and for all time to discharge and convey storm and surface water from the dominant tenement over that portion of the servient tenement along and through the stipulated course being the drain marked "C" on Deposited Plan 23515 across the land over which the easement is granted and created.

Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Craig Brandon Scott-Hill of WELLINGTON and Sadie Velma Eltl of WELLINGTON, New Zealand, Bank Officers, hereby severally certify:-

1. That by deed dated the 13th day of December 1991 copies of which are deposited in the Land Transfer Offices at:-

Auckland	as No. C335360	Hawkes Bay	as No. 566926.1
Blenheim	as No. 161308	Nelson	as No. 313544.1
Christchurch	as No. 971555/1	New Plymouth	as No. 387508
Dunedin	as No. 795462	South Auckland	as No. B060309
Gisborne	as No. G186322.1	Wellington	as No. B210898.1
Invercargill	as No. 193890.1	Westland	as No. 090302

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

(a) any two of the following persons (and each and every person as may for the time being be acting as such): the Managing Director of the Bank; the Deputy Group Chief Executive of the Bank; each General Manager of the Bank; each Chief Manager of the Bank; each Manager Loan Documentation of the Bank; and each Team Leader Loans of the Bank; and

(b) any one of the persons referred to in paragraph (a) above together with any one of the following persons (and each and every person as may for the time being be acting as such): each Loans Documentation Officer of the Bank;

2. **THAT** we are respectively Loans Documentation Officer and Team Leader Loans of the said Bank and as such are Attorneys for the said Bank pursuant to the said deed.

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

SIGNED at WELLINGTON this 19th day of August 1993

Craig Brandon Scott-Hill

SIGNED at WELLINGTON this 19th day of August 1993

Sadie Velma Eltl

26753 (2/92)

(f) Water from the well shall be reticulated to and serve only one dwelling on each of the servient and dominant tenements.

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

(a) The rights of entry and repair set out in Clause 5(c) of the Seventh Schedule to the Land Transfer Act 1952 shall mutatis mutandis apply to the Easements granting right to take water, the right to Convey Water, and the Right to Drain Water.

(b) Subject as is hereinafter provided the cost of maintenance and repairs to the well and the water pipeline shall to the extent that the said well and pipeline are:-

(i) Used in common by the Grantor and the Grantee be borne and done at the joint expense of the Grantor and the Grantee so using the same.

(ii) Used by a Grantee solely be borne by and done at the sole expense of that Grantee.

PROVIDED HOWEVER that no party shall be called upon to contribute to the cost of any such maintenance and repairs arising solely from the act or omission of a party hereto.

(c) Notwithstanding anything hereinbefore contained any maintenance repair or replacement of the water pipes or drains relating thereto or other works, rendered necessary by the act or omission of any one party shall be borne by and done at the expense of that party alone.

(d) No building or other improvement shall be erected or constructed and no tree or shrub planted in any position likely to obstruct or interfere with the exercise of the rights and powers contained or implied in any easement created in terms hereof by the operation of Section 90A of the Land Transfer Act, 1952 or to damage any pipe or impede the flow of water or fluid through a pipe or drain.

(e) All differences and disputes which shall arise between the parties touching or concerning the easements created by this certificate or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to arbitration in accordance with the Arbitration Act 1908 or any amendment thereto or re-enactment thereof for the time being in force.

Dated this 19th day of August 19 93.

Signed by the above-named

IAN BRUCE RICHARDSON

in the presence of

Witness

Occupation

Address

Signed by the above-named
VANESSE LEONIE JANE RICHARDSON
in the presence of

Witness

Occupation

Address

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

Bank of New Zealand as Mortgagee under Mortgage No 553994.2 (Hawkes Bay Land Registry) hereby consents to the within,
(a) Easement Certificate put Easement Certificate and

(b) Order for new certificates of title (respectively).

Dated this 19th day of August 1993.

~~Please then endorse your usual attestation clause.~~

SIGNED for and on behalf of
BANK OF NEW ZEALAND
by its Attorneys:
Sadie Velma Fitt
Craig Brandon Scott-Hill
in the presence of:
Witness:
Occupation: Bank officer, BNZ
Address: Wellington

BANK OF NEW ZEALAND
By its Attorneys:

The within easements when created will be subject to Section 243 (a) Resource Management Act 1991.

P4/1097, 1098

SOLE COPY

2.00 23.AUG93
PARTICULARS ENTERED
LAND REGISTRY HAWKES BAY

SEAL OF THE HAWKES BAY DISTRICT LAND REGISTRAR NEW ZEALAND

Extract from *New Zealand Gazette*, 22/11/2007, No. 127, p. 3311

Land Acquired and Land Set Apart for Drainage Purposes—Riverbend Road, Napier

Pursuant to the Public Works Act 1981, and to a delegation from the Minister for Land Information, Charles William Le Breton, Land Information New Zealand:

(a) Pursuant to section 20, declares that, pursuant to an agreement to that effect having been entered into, the land described in the First Schedule to this notice is hereby acquired for drainage purposes and vested in the Napier City Council on the date of publication of this notice in the *New Zealand Gazette*; and

(b) Pursuant to section 52(4), declares the land described in the Second Schedule to this notice be set apart for drainage purposes and to remain vested in the Napier City Council.

Hawke's Bay Land District—Napier City

First Schedule

Area ha	Description
0.1905	Part Lot 1 DP 23515; shown as Section 3 on SO 368373 (part Computer Freehold Register HBP4/1097).

Second Schedule

Area ha	Description
2.6523	Part Lot 2 DP 23515; shown as Section 1 on SO 368373 (part Computer Freehold Register HBP4/1098).

Dated at New Plymouth this 16th day of November 2007.

C. W. LE BRETON, for the Minister for Land Information.

(LINZ CPC/2005/10900)

ln8023

7641327.3 - CIR 396347 has issued for Section 3 SO 368373 and Section 1 SO 368373 - 4.12.2007 at 9.00 am

L.E Roe
for RGL

NOTICE NO: 8023

5534193 TE

(Approved by District Land Registrar, Napier, No. 142)

Memorandum of Transfer

WHEREAS **THE NAPIER CITY COUNCIL** (hereinafter called "the Grantor") , being registered as proprietor of an estate **in fee simple** subject however to such encumbrances liens and interests as are notified by memoranda underwritten

or endorsed hereon in that piece of land situate in the City of Napier containing 1697 square metres more or less being Lot 65 on Deposited Plan 11962 and being all of the land in Certificate of Title D3/551 **Subject To** the reservations and conditions imposed by Section 59 of the Land Act 1948 (hereinafter called "the servient land").

AND WHEREAS **JOHN MALCOLM MACERLICH** of Napier, Drilling Superintendant and **ANN MACERLICH** his wife (hereinafter called "the Grantees") are registered as proprietors of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situate in the City of Napier containing 9.4510 hectares more or less being Lot 1 on Deposited Plan 22039 and being all of the land in Certificate of Title P1/345 (hereinafter called "the dominant land").

AND WHEREAS the Grantor has agreed to grant to the Grantees the Easement hereinafter set forth.

NOW THEREFORE IN PURSUANCE OF the said Agreement and in the consideration of the sum of One Dollar ($1.00) (if demanded) the Grantor **Hereby Transfers and Grants** to the Grantee to be forever appurtenant to the dominant land and every part of it an Easement of Right of Way over that part of the servient land marked "E" on Deposited Plan 22039 upon the terms and conditions set out in the Seventh Schedule to the Land Transfer Act 1952.

AND the Grantees covenant with the Grantors that the Grantees will at their own cost in all things for seal drain maintain and repair the right of way to the satisfaction of the Grantor.

IN WITNESS WHEREOF these presents have been executed this 11th day of February 1991.

SEALED with the Common Seal of)
THE NAPIER CITY COUNCIL in the)
presence of:)

_____ Mayor

_____ Chief Executive Officer

SIGNED by the said)
JOHN MALCOLM MACERLICH)
and **ANN MACERLICH** in)
the presence of:)

x John M MacErlich

x A. MacErlich.

IG3:D76

No.

TRANSFER

THE NAPIER CITY COUNCIL (GRANTOR) ~~XXXXXXXXX~~

J M & A MACERLICH (GRANTEE) ~~XXXXXXXXX~~

Particulars entered in the Register Book, H.B.

Vol. Folio

the day of . 19

at o'clock

Land Registrar

of the District of Hawke's Bay

Correct for the purposes of the Land Transfer Act.

Solicitor for the ~~Transferee~~ Grantee

Napier

The within easements ~~are~~ is subject to Section 309 (1) (a) Local Government Act 1974

L.R.

PARTICULARS ENTERED IN THE REGISTER BOOK
LAND REGISTRY HAWKE'S BAY DISTRICT
2.30 28.FEB 91
552419.3
P/345, 03561

WILLIS TOOMEY ROBINSON

SOLICITORS

NAPIER, N.Z.

C.P.S. Printers, Napier

Unison E/C

(1)

Approved by Registrar-General of Land under No. 2002/6055

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

Sections 90A and 90F, Land Transfer Act 1952

Registrar-General of Land Approval 02/6055EF A.D.L.S.

EI 7190150.1 Easemen
Cpy – 01/04, Pgs – 005, 16/01/07, 09:46
DocID: 411806861

Land registration district

HAWKE'S BAY

Grantor *Surname(s) must be underlined or in CAPITALS.*

NAPIER CITY COUNCIL

Grantee *Surname(s) must be underlined or in CAPITALS.*

UNISON NETWORKS LIMITED

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

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) 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 16th day of August **2006**

Attestation

	Signed in my presence by the Grantor *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **Address**
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** **Occupation** **Address**
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.

Approved by Registrar-General of Land under No. 2002/6055

Annexure Schedule 1

Registrar-General of Land Approval 02/6055EF A.D.L.S.

Easement instrument Dated 16 . 8 - 2006 Page 1 of 3 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 to convey Electricity and Right to convey Telecommunications and Electronic Data	A, B, C On DP 366576	HBD3/551	In gross

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

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement	Dated	16. 8. 2006	Page	2	of	3	Pages

(Continue in additional Annexure Schedule, if required.)

EASEMENTS RIGHTS AND POWERS (INCLUDING TERMS COVENANTS AND CONDITIONS)

The rights and powers implied in the above easements are those prescribed by the Fourth Schedule to the Land Transfer Regulations 2002 ("the Fourth Schedule") but modified as set out below. Where the modifications and the Fourth Schedule are in conflict the modifications must prevail.

Modifications

1. The right to convey electronic data has the same rights and powers as provided in the Fourth Schedule for "computer media" (subject to the modifications in this instrument).

2. In exercising the right of entry to carry out any work on the easement facility, the Grantee will (except in an emergency) give the Grantor 48 hours prior notice before entering onto the servient land.

3. (a) The Grantor must not place any buildings erections or fences on the stipulated course or plant or suffer or allow to grow any tree or shrub on or near the stipulated course that may interfere with any easement facility and will not do or omit to do or allow or suffer any things which may interfere in any way with the Grantee's rights herein.

   (b) Where in the sole opinion of the Grantee any tree or shrub, whether in or near the stipulated course, is causing or is likely to cause interference with the easement facility or access to it, the Grantor must at the request of the Grantee remove or trim back the offending tree or shrub, and the provisions of Clause 13 of the Fourth Schedule will apply.

4. Nothing in this easement compels the Grantee to convey electricity or telecommunications or electronic data through the easement facility, and the Grantee may discontinue and recommence such usage at will.

5. Nothing in this easement restricts limits abrogates or abridges any rights powers or remedies vested in the Grantee by any statute or regulation or statutory rule.

6. The Grantor and Grantee agree that all lines, poles, transformers, cables and other equipment within the easement facility associated with this easement are the property of the Grantee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement	Dated	16.8.2006	Page	3	of	3	Pages

(Continue in additional Annexure Schedule, if required.)

Acceptance

Unison Networks Limited accepts the grant of the Easements specified in this Easement Instrument

Signed by **UNISON NETWORKS LIMITED as** Grantee:

Authorised Persons signature

Authorised Persons signature

KENNETH IAN SUTHERLAND

Authorised Persons full name

ALLAN CHARLES CARVELL

Authorised Persons full name

Signature of witness

Name of witness

Occupation

Address

Kelly Hosken
Executive Assistant
Napier

SEALED with the Common Seal)
of the NAPIER CITY COUNCIL)
in the presence of:)

Mayor

Chief Executive Officer

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

Landonline User ID: Willistrna

LODGING FIRM: Willis Toomey Robinson

Address: Private Bag 6018
Napier

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref: RIC-302426-84

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Other (state)

Dealing / SUD Number: (LINZ Use only)

Priority Barcode/Date Stamp (LINZ use only)

EI 7190150.1 Easemen
Cpy – 03/04,Pgs – 005,15/01/07,09:46
Copies
(inc. original)
DocID: 411806861

Plan Number Pre-Allocated or to be Deposited:

Rejected Dealing Number: 7148142

Priority Order	CT Ref.	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES		NOTICES		ADVERTISING		NEW TITLES		OTHER	RE-SUBMISSION & PRIORITY FEE	FEES $ GST INCLUSIVE
1	HBD3/551	EI	NCC - Unison	50.00											$50.00
2	HBP1/345 HBD3/551	C243	NCC - Dooney	50.00	1	$2									$52.00
3	HBD3/551	T	NCC - Dooney & Ors	50.00											$50.00
4	HBP1/345 HBD3/551	TMEE	NCC - Dooney	50.00	1	$2							8.00		$60.00
5	As Above	OCT	Dooney & Ors								1	$106			$106.00
6	HBD3/551	OCT	NCC								1	$106			$106.00

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Subtotal (for this page)	$424.00
Total for this dealing	$424.00
Less Fees paid on Dealing # 7148142	$424.00
Cash/Cheque enclosed for	$0.00

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Original Signatures?

LINZ Form P005 - PDF

Version 1.7: 28 May 2004

(3)

Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument

Section 90, Land Transfer Act 1952

Registrar-General of Land Approval 02/1026EF A.D.L.S.

T 7190150.3 Transfer
Cpy – 01/01, Pgs – 002, 16/01/07, 09:46
DocID: 411806853

Land registration district

HAWKE'S BAY

Unique identifier(s) or C/T(s)	All/part	Area/description of part or stratum
HBD3/551	Part	1439 square metres being Lot 1 DP 366576

Transferor *Surname(s) must be underlined or in CAPITALS.*

NAPIER CITY COUNCIL

Transferee *Surname(s) must be underlined or in CAPITALS.*

See Annexure Schedule

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created
State if fencing covenant imposed.

Fee Simple

Operative clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or *profit à prendre* is described above, that easement or *profit à prendre* is granted or created. Continued on Annexure Schedule

Dated this 12 day of October **2006**

Attestation *(If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).*

	Signed in my presence by the Transferor
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) **Witness name**
	Occupation
Signature [common seal] of Transferor	**Address**

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

[Solicitor for] the Transferee

BA NT

REF: 7002 – AUCKLAND DISTRICT LAW SOCIETY

302426-384-D02

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer	Dated 4 · 10 · 06	Page 2 of 2 pages

(Continue in additional Annexure Schedule, if required.)

Transferee

David Eric DOONEY (1/6 share); **Graham Mitchell COWLEY, Peter James DOONEY, Terrence Lawrence DOONEY, Michael Prior DOONEY** and **David Eric DOONEY** (1/4 share); **Peter James DOONEY** (7/36 share); **Terence Lawrence DOONEY** (7/36 share); **Michael Prior DOONEY** (7/36 share)

Operative Clause continued

and the land transferred is **subject to** a Fencing Covenant as described in Section 2 of the Fencing Act 1978 for the benefit of Lots 2 and 3 DP 366576

Notes

1. The within transfer is in partial settlement for the taking under the Public Works Act 1981 by the Transferor of part of the Transferee's adjoining land; and

2. The within transfer is pursuant to an Amalgamation Condition imposed by the Transferor in approving Plan 366576

Attestation

Common Seal of Transferor	**SEALED** with the Common Seal of the **NAPIER CITY COUNCIL** in the presence of: Mayor Chief Executive

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

302426-384-902A

TLCC

TRANSFER AND GRANT OF EASEMENTS

WHEREAS PETER JOHN ALLUM of Napier Land Salesman and JEAN ALLUM his wife (hereinafter together called "the first Transferor") being registered as proprietors of an estate in fee simple in all that parcel of land as more particularly described in the first Schedule hereto AND WHEREAS COLLEEN ANNIE DOONEY of Napier Married Woman (hereinafter called "the second Transferor") being registered as proprietor of an estate in fee simple in all that parcel of land as more particularly described in the second Schedule hereto AND WHEREAS JAMES HENRY McGRATH of Napier Machinist (hereinafter called "the third Transferor") being registered as proprietor of an estate in fee simple in all that parcel of land as more particularly described in the third Schedule hereto AND WHEREAS JUNE CYNTHIA SUTHERLAND of Napier Widow (hereinafter referred to as "the first Transferee") is registered as proprietor of an estate in fee simple in all that parcel of land as more particularly described in the fourth Schedule hereto AND WHEREAS PETER JAMES DOONEY of Napier Insurance Agent TERRENCE LAURENCE DOONEY of Napier Motor Mechanic and MICHAEL PRIOR DOONEY of Napier Boilermaker (hereinafter together called "thesecond Transferee") are registered as proprietors as tenants in common in equal shares of an estate in fee simple in all that parcel of land as more particularly described in the fifth Schedule hereto AND WHEREAS JAMES HENRY McGRATH of Napier Machinist (hereinafter called "the third Transferee") is registered as proprietor of an estate in fee simple in all that parcel of land as more particularly described in the sixth Schedule hereto AND WHEREAS JAMES HENRY McGRATH of Napier Farmer and TERESA MARY McGRATH his wife (hereinafter together called "the fourth Transferee") are registered as proprietors of an estate in fee simple in all that parcel of land as more particularly described in the seventh Schedule hereto NOW THEREFORE IN CONSIDERATION OF THESE PREMISES the first Transferor DOTH HEREBY TRANSFER AND GRANT to the first Transferee on, over, under or through that part of Lot 2 on Deposited Plan 13197 marked "A" on the plan attached hereto the full, free, uninterrupted and unrestricted right, liberty and privilege for the Transferees and their tenants (in common with the Transferors, their tenants and any other person lawfully entitled so to do from time to time and at all times to take convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of other persons having the same or similar rights from the source of supply or point of entry, as the case may be, and following the stipulated course as delineated on the attached plan across the land over which the easement is granted or created together with the additional rights and obligations incidental thereto as set out in paragraph 1 hereunder AND the second Transferor DOTH HEREBY TRANSFER AND GRANT to the second Transferee on, over, under or through that part of Lot 4 on Deposited Plan 13197 marked "B" on the plan attached hereto the full, free, uninterrupted and unrestricted right, liberty and privilege for the Transferees and their tenants (in common with the Transferors their tenants and any other person

1ST

2ND

1ST

2ND

3RD

333389.1

lawfully entitled so to do) from time to time and at all times to take convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of other persons having the same or similar rights from the source of supply or point of entry, as the case may be, and following the stipulated course as delineated on the attached plan across the land over which the easement is granted or created together with the additional rights and obligations incidental thereto as set out in paragraph 1 hereunder AND the second Transferor DOTH HEREBY TRANSFER AND GRANT to the third Transferee on, over, under or through that part of Lot 4 on Deposited Plan 13197 marked "C" on the plan attached hereto the full, free, uninterrupted and unrestricted right, liberty and privilege for the Transferees and their tenants (in common with the Transferors their tenants and any other person lawfully entitled so to do) from time to time and at all times to take, convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of other persons having the same or similar rights from the source of supply or point of entry, as the case may be, and following the stipulated course as delineated on the attached plan across the land over which the easement is granted or created together with the additional rights and obligations incidental thereto as set out in paragraph 1 hereunder AND the third Transferor DOTH HEREBY TRANSFER AND GRANT to the fourth Transferee on, over, under or through that part of Lot 5 on Deposited Plan 13197 marked "D" on the plan attached hereto the full, free, uninterrupted and unrestricted right, liberty and privilege for the Transferees and their tenants (in common with the Transferors their tenants and any other person lawfully entitled so to do) from time to time and at all times to take, convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of other persons having the same or similar rights from the source of supply or point of entry, as the case may be, and following the stipulated course as delineated on the attached plan across the land over which the easement is granted or created together with the additional rights and obligations incidental thereto as set out in paragraph 1 hereunder:

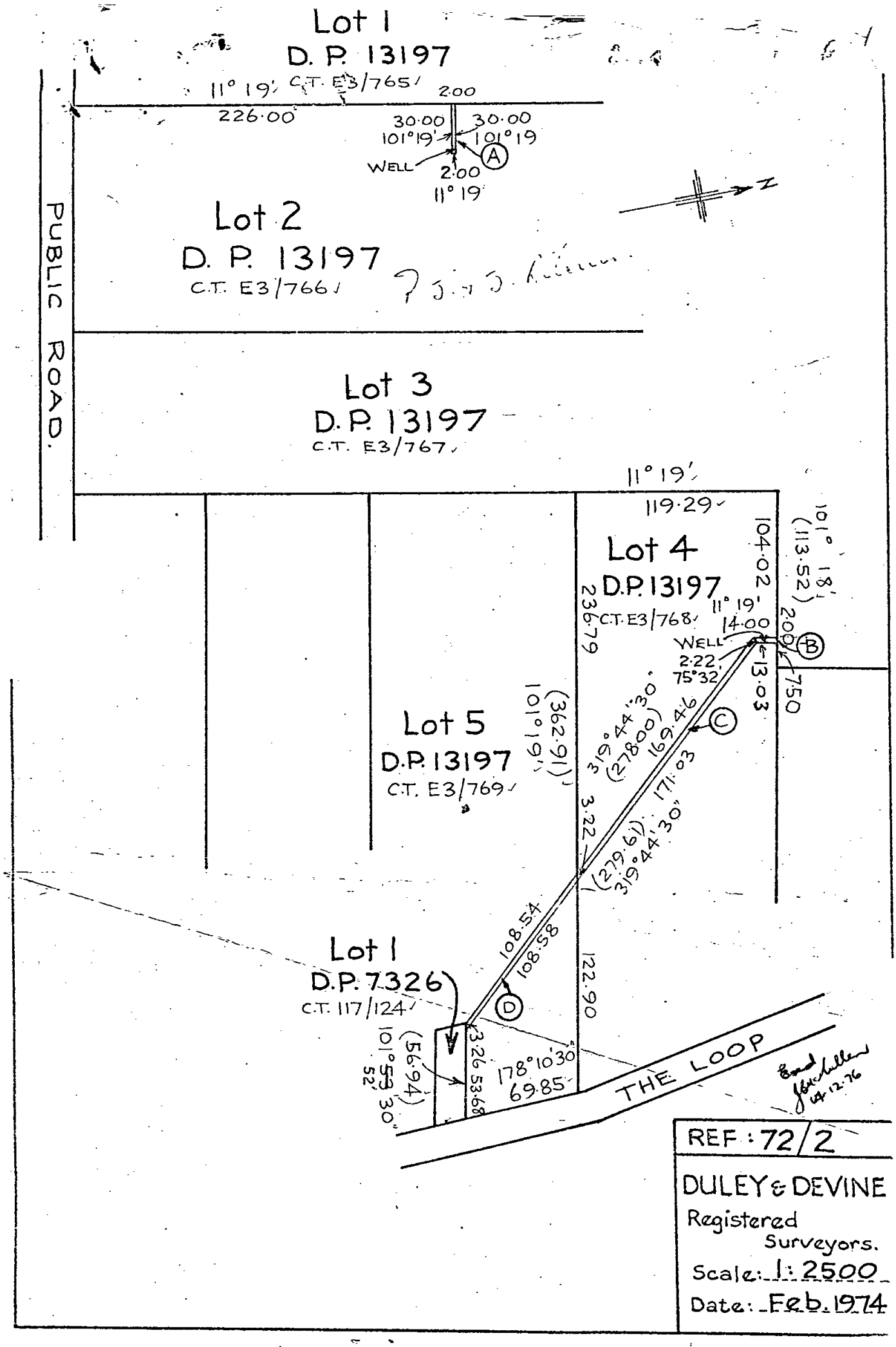
Paragraph 1:

(a) The full, free, uninterrupted and unrestricted right, liberty and privilege for the Transferees and their tenants (in common with the Transferors their tenants and any other person lawfully entitled so to do) for the purposes of the easement concerned.

(b) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes.

(c) Where no such line of pipes exists to lay place and maintain or to have laid placed and maintained a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose and delineated ~~in yellow and blue~~ on the plan attached hereto.

(d) In order to construct or maintain the efficiency of any such pipeline the


Lot 1
D. P. 13197
C.T. E3/765
11° 19'
226·00
2·00
30·00
30·00
101°19'
101°19
WELL
2·00
11° 19'
A
Lot 2
D. P. 13197
C.T. E3/766
PUBLIC ROAD
Lot 3
D. P. 13197
C.T. E3/767
11° 19'
119·29
Lot 4
D.P. 13197
C.T. E3/768
104·02
101° 18'
(113·52)
236·79
11° 19'
14·00
2·00
WELL
2·22
75°32
B
13·03
7·50
Lot 5
D.P. 13197
C.T. E3/769
101° 19'
(362·91)
319°44'30"
(278·00)
169·46
C
171·03
3·22
(279·61)
319°44'30"
108·54
108·58
Lot 1
D.P. 7326
C.T. 117/124
D
122·90
101°53'30"
(56·94)
52'
3·26
53·68
178°10'30"
69·85
THE LOOP
REF : 72/2
DULEY & DEVINE
Registered
Surveyors.
Scale: 1:2500
Date: Feb. 1974

WILLIAM JAMES McGRATH being the Mortgagee under and by virtue of Memorandum of Mortgage 284202 HEREBY CONSENTS to the within Transfer and Grant of Easement.

IN WITNESS WHEREOF these presents have been executed this 5th day of April 1976.

SIGNED by the said WILLIAM JAMES McGRATH in the presence of:-)

Legal Clerk to Robinson Toomey & Partners Solicitors Napier

LANGLEY TWIGG NOMINEES LIMITED being the Mortgagee under and by virtue of Memorandum of Mortgage 317291.1 HEREBY CONSENTS to the within Transfer and Grant of Easement.

IN WITNESS WHEREOF these presents have been executed this 5th day of April 1976.

THE COMMON SEAL of LANGLEY TWIGG NOMINEES LIMITED was hereunto affixed in the presence of:-

LANGLEY TWIGG NOMINEES LIMITED THE COMMON SEAL OF

BANK OF NEW ZEALAND being the Mortgagee under and by virtue of Memorandum of Mortgage 290845 HEREBY CONSENTS to the within Transfer and Grant of Easement.

IN WITNESS WHEREOF these presents have been executed this 5th. day of April 1976.

THE COMMON SEAL of the BANK OF NEW ZEALAND was hereunto affixed pursuant to an Order of the Board of Directors in the presence of:-

.....
Senior Advances Manager

.....
Advances Manager

761565

full, free, uninterrupted and unrestricted right, liberty and privilege for the Transferees, their tenants, servants, agents and workmen with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created (or where only the position of the pipeline is defined in the easement upon such part of the land of the Transferors and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the pipeline or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the land of the Transferors and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operation is repaired AND IT IS HEREBY AGREED AND DECLARED as follows:-

(i) That no building or any improvements shall be erected or constructed and no tree or shrub planted in any position likely to obstruct or interfere with the exercise of the rights and powers contained or implied in any easement created in terms hereof.

(ii) That the expression "the Transferors" shall unless the context otherwise requires extend to and include the said first, second and third Transferors and their successors and assigns and any other or others the registered proprietor or proprietors or occupier or occupiers for the time being of the said land as more particularly described in the first, second and third Schedules hereto and the expression "the Transferees" shall unless the context otherwise requires extend to and include the first, second, third and fourth Transferees and their successors and assigns subject as hereinafter appears no personal party who is neither the occupier nor the registered proprietor for the time beimg of the land as more particularly described in the fourth, fifth, sixth and seventh Schedules hereto shall be entitled to the benefits or subject to the obligations contained or implied in any easement created in terms hereof.

(iii) That the legal costs in connection with the creation of the easement herein shall be borne in equal shares by the first, second, third and fourth Transferees.

FIRST SCHEDULE

ALL THAT parcel of land containing 8.4450 Hectares more or less situate Block VIII Heretaunga Survey District BEING Lot 2 on Deposited Plan 13197 AND BEING all the land comprised and described in Certificate of Title E3/766 (Hawke's Bay Registry) SUBJECT to: (1) Fencing Covenants in Deed 39165 and Transfer 284201. E3/766

(2) Mortgage 284202 (3) Mortgage 317291.1 (4) Mortgage 290845 (5) Mortgage 326536.1

SECOND SCHEDULE

ALL THAT parcel of land containing 4.0509 Hectares more or less situate Block VIII Heretaunga Survey District BEING Lot 4 on Deposited Plan 13197 AND BEING all the land comprised and described in Certificate of Title E3/768 (Hawke's Bay Registry) SUBJECT to: (1) Fencing Covenants in Deed 39165 and Transfer 284203. E3/768

THIRD SCHEDULE

E3/769

ALL THAT parcel of land containing 4.5666 Hectares more or less situate Block VIII Heretaunga Survey District BEING Lot 5 on Deposited Plan 13197 AND BEING all the land comprised and described in Certificate of Title E3/769 (Hawke's Bay Registry) SUBJECT to: (1) Fencing Covenants in Deed 39165 and Transfer 284204.

FOURTH SCHEDULE

E3/765

ALL THAT parcel of land containing 9.3077 Hectares more or less situate Block VIII Heretaunga Survey District BEING Lot 1 on Deposited Plan 13197 AND BEING all the land comprised and described in Certificate of Title E3/765 (Hawke's Bay Registry) SUBJECT to: (1) Fencing Covenants in Deed 39165 and Transfer 286232. (2) Mortgage 286233

FIFTH SCHEDULE

E3/767

ALL THAT parcel of land containing 8.2229 Hectares more or less situate Block VIII Heretaunga Survey District BEING Lot 3 on Deposited Plan 13197 AND BEING all the land comprised and described in Certificate of Title E3/767 (Hawke's Bay Registry) SUBJECT to: (1) Fencing Covenants in Deed 39165 and Transfer 284199. (2) Mortgage 314373.1 (3) Mortgage 284200

SIXTH SCHEDULE

E3/769

ALL THAT parcel of land containing 4.5666 Hectares more or less situate Block VIII Heretaunga Survey District BEING Lot 5 on Deposited Plan 13197 AND BEING all the land comprised and described in Certificate of Title E3/769 (Hawke's Bay Registry) SUBJECT to: (1) Fencing Covenants in Deed 39165 and Transfer 284204.

SEVENTH SCHEDULE

117/124

ALL THAT parcel of land containing 1 Rood more or less situate Block VIII Heretaunga Survey District BEING Lot 1 on Deposited Plan 7326 part Suburban Section 4 Meeanee AND BEING all the land comprised and described in Certificate of Title 117/124 (Hawke's Bay Registry) SUBJECT to: (1) Fencing Covenants contained in Deed 39165.

DATED this 16th day of October 1975.

SIGNED by the said PETER JOHN ALLUM and JEAN ALLUM as first Transferor in the presence of:-

P. J. Allum

J. Allum

SIGNED by the said COLLEEN ANNIE DOONEY as second Transferor in the presence of:-

C. A. Dooney

Solicitor
Napier

SIGNED by the said JAMES HENRY McGRATH as third Transferor in the presence of:-

J H McGrath

Solicitor
Napier

SIGNED by the said JUNE CYNTHIA SUTHERLAND as first Transferee in the presence of:-

J. Sutherland

Solicitor
Napier

SIGNED by the said PETER JAMES DOONEY, TERRENCE LAURENCE DOONEY and MICHAEL PRIOR DOONEY as second Transferee in the presence of:-

P. J. Dooney
T. L. Dooney
M. P. Dooney

Solicitor
Napier

SIGNED by the said JAMES HENRY McGRATH as third Transferee in the presence of:-

J H McGrath

Solicitor
Napier

SIGNED by the said JAMES HENRY McGRATH and TERESA MARY McGRATH as fourth Transferee in the presence of:-

J H McGrath
T. M. McGrath

Solicitor
Napier

I HEREBY CERTIFY that this transaction is exempt from the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act, 1952, and is correct for the purpose of the Land Transfer Act.

[redacted]
Solicitor for the [redacted] PARTIES.

TRANSFER AND GRANT OF EASEMENTS

Situate in Block VIII Heretaunga Survey District

PETER JOHN ALLUM AND ORS. (Transferors)

JUNE CYNTHIA SUTHERLAND AND ORS. (Transferees)

Robinson Toomey 4395/4

ROBINSON, TOOMEY & PARTNERS,
SOLICITORS,
NAPIER.

333389.1
E3/766 MT 254202
E3/768 317241.1
E3/769 290845
E3/765
E3/767
E3/764
17/4/79

DEC 9 20 A 76
DISTRICT LAND REGISTRAR
HAWKES BAY

View Instrument Details

Instrument No	11260171.1
Status	Registered
Date & Time Lodged	04 December 2018 16:47
Lodged By	Gibson, Patricia Ruth
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Records of Title	Land District
HBE3/766	Hawkes Bay

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Mark Leslie Robert Goodson as Territorial Authority Representative on 30/11/2018 03:45 PM

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

NAPIER
CITY COUNCIL
Te Kaunihera o Ahuriri

IN THE MATTER of Land Transfer Plan 525428

AND

IN THE MATTER of subdivision consent pursuant to sections 104, 105 and 108 of the Resource Management Act 1991.

CONSENT NOTICE PURSUANT TO SECTION 221

RESOURCE MANAGEMENT ACT 1991

Pursuant to sections 108 and 221 of the Resource Management Act 1991 **THE NAPIER CITY COUNCIL,** by resolutions passed on 8th of February 2018 imposed the following conditions of consent on the subdivision of Part Lot 2 DP 13197 (Scheme Plan Number RMS17102) at 75 Waverley Road, Napier.

Conditions:

1. Any application for a building consent for a building on **Lot 1** that requires a water supply must include provision for a potable water supply system (NZ Drinking Water Standards 2005) that is in accordance with the Napier City Council Code of Practice for Subdivision and Land Development.

2. Any application for a building consent for a building or building platform on **Lot 1** must include provision for piped stormwater drainage disposal in accordance with the Building Code E1: Surface Water, and the Napier City Council Code of Subdivision and Land Development, incorporated with the consent application.

3. Any application for building consent for a building requiring onsite wastewater disposal on **Lot 1** must include
   - confirmation from the Hawkes Bay Regional Council that the designed onsite effluent disposal is a permitted activity, or
   - a copy of a resource consent granted by the Hawkes Bay Regional Council, with the design and construction details for the approved onsite disposal system.

231 Hastings Street, Napier 4110
Private Bag 6010, Napier 4142
www.napier.govt.nz

t +64 6 835 7579
f +64 6 835 7574
e info@napier.govt.nz

Land Transfer Plan 525428

(Consent Notice continued)

4. Any new habitable dwelling constructed on **Lot 1 or Lot 2** must have a minimum finished floor level of whichever is the higher:
   - 500mm above existing ground level, or
   - In accordance with the N.Z. Building Code 2004 E1 Surface Water.

5. **Lot 1** is located in a productive rural area where agricultural management practices such as agrochemical spraying, use of farm machinery, operation of bird scarers and other similar activities may occur.

Where landuse activities in the surrounding area are carried out in accordance with the relevant District Plan requirements, the property owner or their successors in title shall not:

Bring any proceedings for damages, negligence, nuisance, trespass or interference arising from the use of that land; or

- Make nor lodge; nor
- Be party to; nor
- Finance nor contribute to the cost of;

Any application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict the continuation of the operations of any rural activity on surrounding land, including without limitation any action to require the surrounding landowners/occupiers to modify the rural operations carried out on their land.

Dated at Napier this 21st day of November 2018

Authorised Officer

NAPIER CITY COUNCIL

View Instrument Details

Instrument No	11260171.3
Status	Registered
Date & Time Lodged	04 December 2018 16:47
Lodged By	Gibson, Patricia Ruth
Instrument Type	Easement Instrument

Affected Records of Title	Land District
841255	Hawkes Bay
841256	Hawkes Bay

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 7711416.2 has consented to this transaction and I hold that consent ☑

Signature

Signed by Mark Leslie Robert Goodson as Grantor Representative on 30/11/2018 03:45 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 Mark Leslie Robert Goodson as Grantee Representative on 30/11/2018 03:45 PM

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

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

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

WAVERLEY ORCHARD LIMITED

Grantee

WAVERLEY ORCHARD LIMITED

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; *profit* or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way	A on DP 525428	841256 (Lot 2)	841255 (Lot 1)

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] [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 B

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]~~

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Schedule B

Definition
The term "Grantor" shall mean and include the original registered proprietor of the servient tenement and such Grantors heirs executors administrators successors and assigns.

The term "Grantee" shall mean and include the original registered proprietor of the dominant tenement and such Grantees respective heirs executors administrators successors and assigns.

The provisions in Schedule 4 of the Land Transfer Regulations 2002 are varied and added to as follows:

Maintenance

1. Any maintenance, repair or replacement of any easement facility on the servient or dominant land that is necessary because of any act or omission by the owner of the servient land or the owner of the dominant land (which includes agents, employees, contractors, subcontractors and invitees of that owner) must be carried out promptly by that owner and at that owner's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of Schedule 4 of the Land Transfer Regulations 2002).

2. Where there is a conflict between the provisions of Schedule 4 of the Land Transfer Regulations 2002 and the provisions of this Easement Instrument, the provisions of this Easement Instrument must prevail.

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

The provisions of Schedule 5 to the Property Law Act 2007 are varied and added to as follows:

Right of Way

1. Any maintenance, upkeep or repair of the driveway that is necessary because of any act or omission by the owner of the servient land or the owner of the dominant land (which includes agents, employees, contractors, subcontractors and invitees of that owner) must be carried out promptly by that owner and at that owner's sole cost. Where the act or omission is the partial cause of the maintenance, upkeep or repair the costs payable by the owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 2(d) of Schedule 5 to the Property Law Act 2007).

2. Contributions by the owner of the servient land and the owner of the dominant land for the repair and maintenance of the right of way to maintain the surface of the driveway in reasonable order for the purpose of passage over it will be based on reasonable contributions in terms of clause 2(d) of Schedule 5 to the Property Law Act 2007.

3. Where there is a conflict between the provisions of Schedule 4 of the Land Transfer Regulations 2002 and Schedule 5 to the Property Law Act 2007, the provisions of Schedule 5 to the Property Law Act 2007 must prevail.

4. Where there is a conflict between the provisions of Schedule 4 of the Land Transfer Regulations 2002 and/or Schedule 5 to the Property Law Act 2007 and the provisions of this Easement Instrument, the provisions of this Easement Instrument must prevail.

Land Acquired for Drainage Purposes—Waverley Road, Napier City

Pursuant to section 20 (1) of the Public Works Act 1981, and to a delegation from the Minister for Land Information, Stephen Robert Gilbert, Land Information New Zealand, declares that, an agreement to that effect having been entered into, the land described in the Schedule to this notice is hereby acquired for drainage purposes and vested in the Napier City Council on the date of publication of this notice in the *New Zealand Gazette*.

Hawke's Bay Land District—Napier City

Schedule

Area ha	Description
0.5027	Part Lot 1, DP 13197; shown as Section 1 on SO 345548 (part Computer Freehold Register HBE3/765).
0.0636	Part Lot 2, DP 13197; shown as Section 2 on SO 345548 (part Computer Freehold Register HBE3/766).

Dated at Christchurch this 16th day of February 2005.

S. R. GILBERT, for the Minister for Land Information.

(LINZ CPC/1998/1036/B2)

ln1023

OCT. 6336566.4.
7-3. 2005 @ 9.00am.
– Computer Freehold Register 205273 issued for within land.
For R.G.L.

NOTICE NO: 1023

APPENDIX D

Title Instruments and Relevant Legislation

Michael Vanderpeet

From: christchurch s 9(2)(a)
Sent: Tuesday, 13 December 2022 12:00 pm
To: Michael Vanderpeet
Subject: Request 1831997, Record Number 553419.2, Client Reference mvanderpeet001

Kia Ora,

Request Number: 1831997
Record Number: 553419.2

We have carried out a thorough search of LINZ's records and contacted all relevant parties who might hold a copy of this record.

Unfortunately, we have not managed to find the document or a copy that we can supply you.

You may consider contacting other parties to the document about cancelling and registering a replacement and I invite you to contact LINZ directly as to how we can assist further e.g. waiving registration fees and supervising the registration process.

Please accept our apologies for any inconvenience caused.

Ngā mihi,

Kush Patel, (He/him)
Centre Support Officer.
Property Rights-Titles.

Toitū Te Whenua
Land Information New Zealand

Christchurch Office, 112 Tuam Street
Private Bag 4721, Christchurch 8140, New Zealand
www.linz.govt.nz | data.linz.govt.nz