



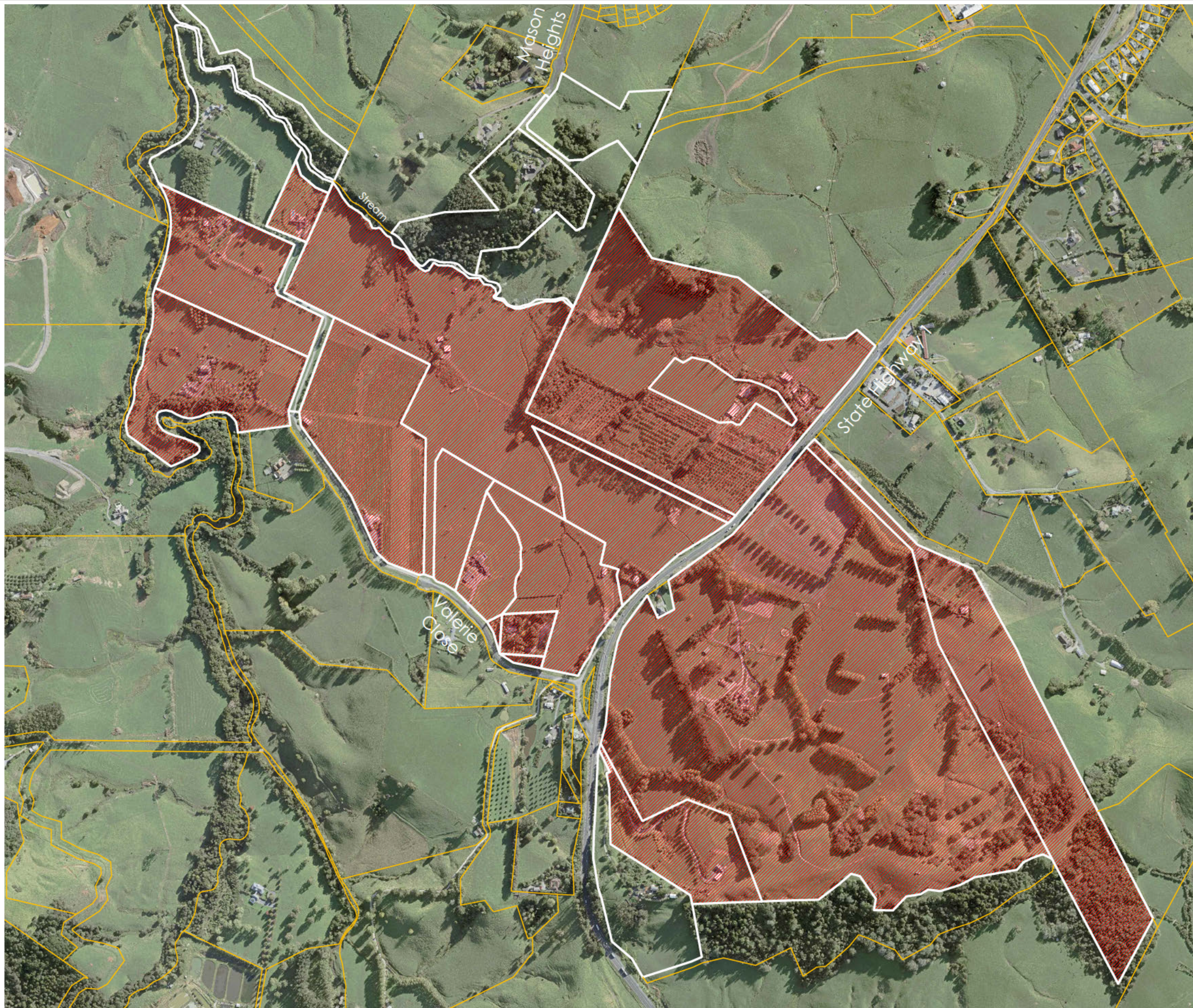
NOTES:
 1. This plan has been prepared for consent purposes only and is not to be used for any other purpose.
 2. See Sheet 2 for parcel descriptions.

PRIMARY PARCELS

<u>Parcel</u>	<u>Legal Description</u>	<u>Address</u>	<u>RT</u>	<u>Owner</u>
P1	Lot 7 DP 150976	49 Mason Heights, Warkworth	NA 90A /260	Lynda Joslyn Maddock
P2	Lot 6 DP 150976	Lot 6 Mason Heights, Warkworth	NA 90A /259	Jung Ja Park
P3	Lot 1 DP 563173	1773 State Highway 1, Warkworth	1000428	Robyn June Morrison & Thomas Douglas Morrison
P4	Lot 3 DP 539629	40 Valerie Close, Warkworth	902781	Endeans Farm Limited
P5	Lot 2 DP 539629	1723 State Highway 1, Warkworth	902780	KA Waimanawa Limited Partnership
P6	Lot 1 DP 539629	1711 State Highway 1, Warkworth	902779	KA Waimanawa Limited Partnership
P7	Lot 6 DP 353748	8 Valerie Close, Warkworth	219708	DL Morgan Limited & DO Morgan Limited
P8	Lot 4 DP 353748	8 Valerie Close, Warkworth	219708	DL Morgan Limited & DO Morgan Limited
P9	Lot 5 DP 353748	8 Valerie Close, Warkworth	219708	DL Morgan Limited & DO Morgan Limited
P10	Lot 2 DP 451512	30 Valerie Close, Warkworth	575619	Linda Crosswell & Raymond Reginald Crosswell
P11	Lot 4 DP 539629	36 Valerie Close, Warkworth	902782	Endeans Farm Limited
P12	Lot 3 DP 155544	46 Valerie Close, Warkworth	NA 92D/742	Endeans Farm Limited
P13	Lot 5 DP 155544	83 Valerie Close, Warkworth	NA 92D/744	John William Gowing & Louisa Elsie Gowing
P14	Lot 6 DP 155544	123 Valerie Close, Warkworth	NA 92D/745	Christine Heather Endean & William Arthur Endean
P15	Lots 2 and 4 DP 344489	125 Valerie Close, Warkworth	182623	Alan Farnell & YRW Trustees 2010 Limited
P16	Lot 1 DP 344489	127 Valerie Close, Warkworth	182622	Alastair John Miles, Hamish Gregory Miles & Fishers Business Trustees No.2 Limited
P17	Lot 3 DP 344489	No Details Available	182624	Auckland Council (Esplanade Reserve)
P18	Lot 5 DP 150976	43 Mason Heights, Warkworth	NA 90A /258	Aimin Huang & Qingquan Zheng
P19	Lot 1 DP 568727	1738 State Highway 1, Warkworth	1029181	Thriving Development Limited
P20	Pt Allots 64, 72 and 73 PSH OF Mahurangi	1768 State Highway 1, Warkworth	NA 1008/250	Karen Garland Richardson & Stefan Nigel Richardson
P21	Lot 2 DP 119449	1684A State Highway 1, Warkworth	NA 68C/987	John Andrew Gray, Francis Ashley Hames and Kenneth Charles Hames
P22	Lot 1 DP 119449	1684 State Highway 1, Warkworth	NA 68C/986	Anthony Thomas Snowden & Jacqueline Anne Snowden
P23	Lot 2 DP 563173	1765 State Highway 1, Warkworth	1000429	Robyn June Morrison & Thomas Douglas Morrison

Environmental Protection Parcels

<u>Parcel</u>	<u>Legal Description</u>	<u>Burdened Parcel</u>	<u>Created By</u>
P1-G	AREA G DP 150976	Lot 7 DP 150976	BOND C388235.5
P1-F	AREA H DP 150976	Lot 7 DP 150976	BOND C388235.5
P2-S	AREA S LT 514515	Lot 6 DP 150976	Covenant 10888032.2
P4-T	AREA T LT 514515	Lot 3 DP 539629	Covenant 10888032.1
P4-U	AREA U LT 514515	Lot 3 DP 539629	Covenant 10888032.1
P4-V	AREA V LT 514515	Lot 3 DP 539629	Covenant 10888032.1
P4-W	AREA W LT 514515	Lot 3 DP 539629	Covenant 10888032.1
P15-F	AREA F DP 344489	Lot 2 DP 344489	Consent Notice 6291643.2
P15-G	AREA G DP 344489	Lot 2 DP 344489	Consent Notice 6291643.2
P15-G	AREA H DP 344489	Lot 4 DP 344489	Consent Notice 6291643.2



Land owned by applicants
and/or cooperating
landowners

NOTES:
1. This plan has been prepared for consent
purposes only and is not to be used for any
other purpose.



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

Identifier **NA90A/260**
Land Registration District **North Auckland**
Date Issued 24 June 1992

Prior References

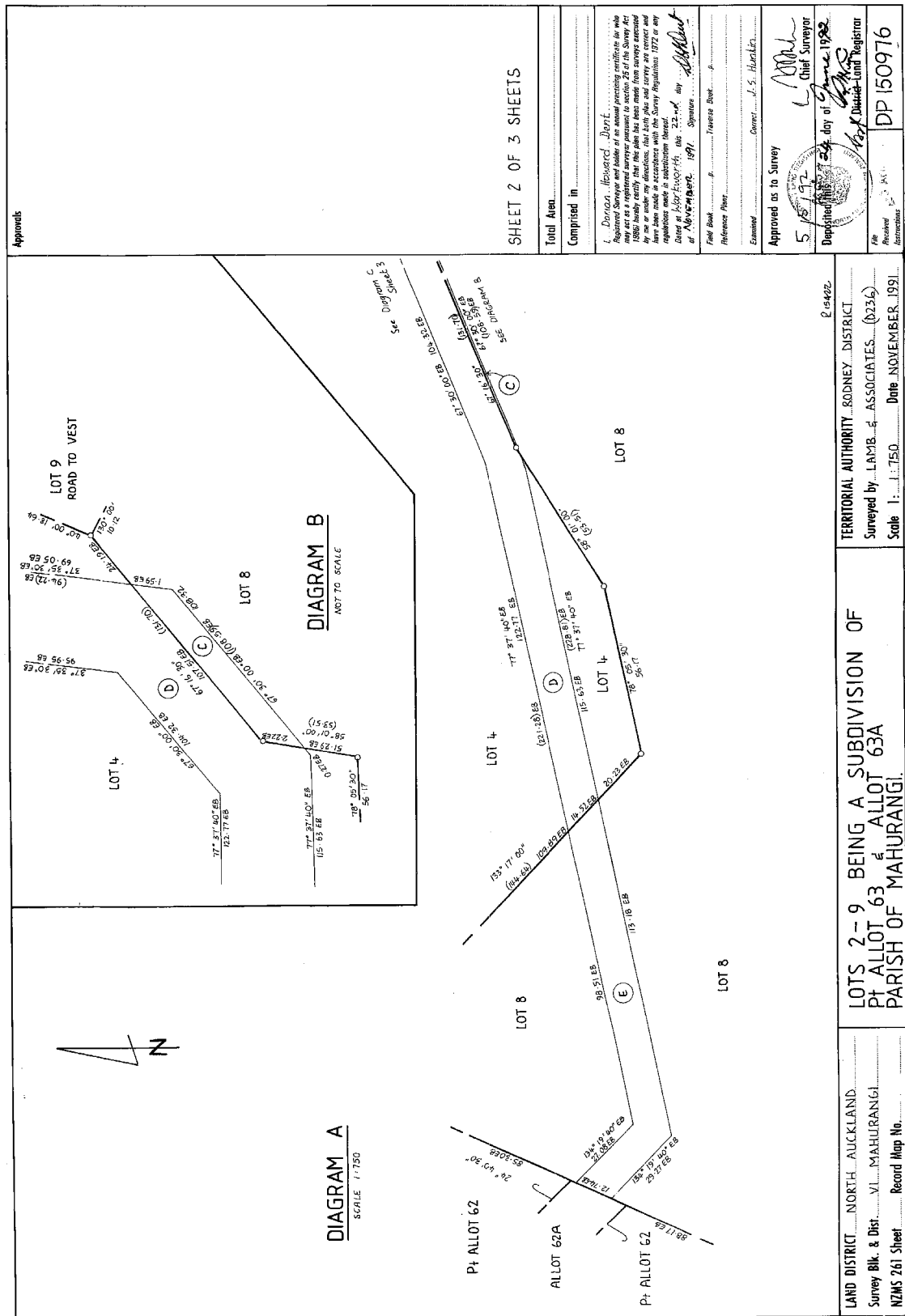
NA35B/379 NA49C/1413

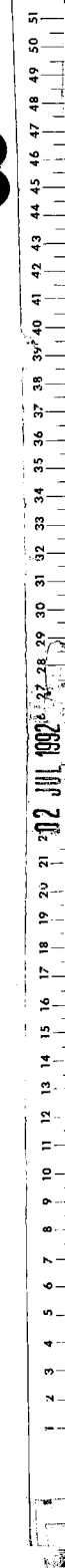
Estate Fee Simple
Area 5.0384 hectares more or less
Legal Description Lot 7 Deposited Plan 150976
Registered Owners
Lynda Joslyn Maddock

Interests

Appurtenant hereto is a right of way specified in Easement Certificate C388235.4 - 24.6.1992 at 10.26 am
The easements specified in Easement Certificate C388235.4 are subject to Section 309 (1) (a) Local Government Act 1974
C388235.5 Bond under Part XX Local Government Act 1974 - 24.6.1992 at 10.26 am
Land Covenant in Transfer C404733.2 - 17.8.1992 at 10.25 am

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

Identifier **NA90A/259**
Land Registration District **North Auckland**
Date Issued 24 June 1992

Prior References
NA35B/379 NA49C/1413

Estate Fee Simple
Area 4.3556 hectares more or less
Legal Description Lot 6 Deposited Plan 150976
Registered Owners
Jung Ja Park

Interests

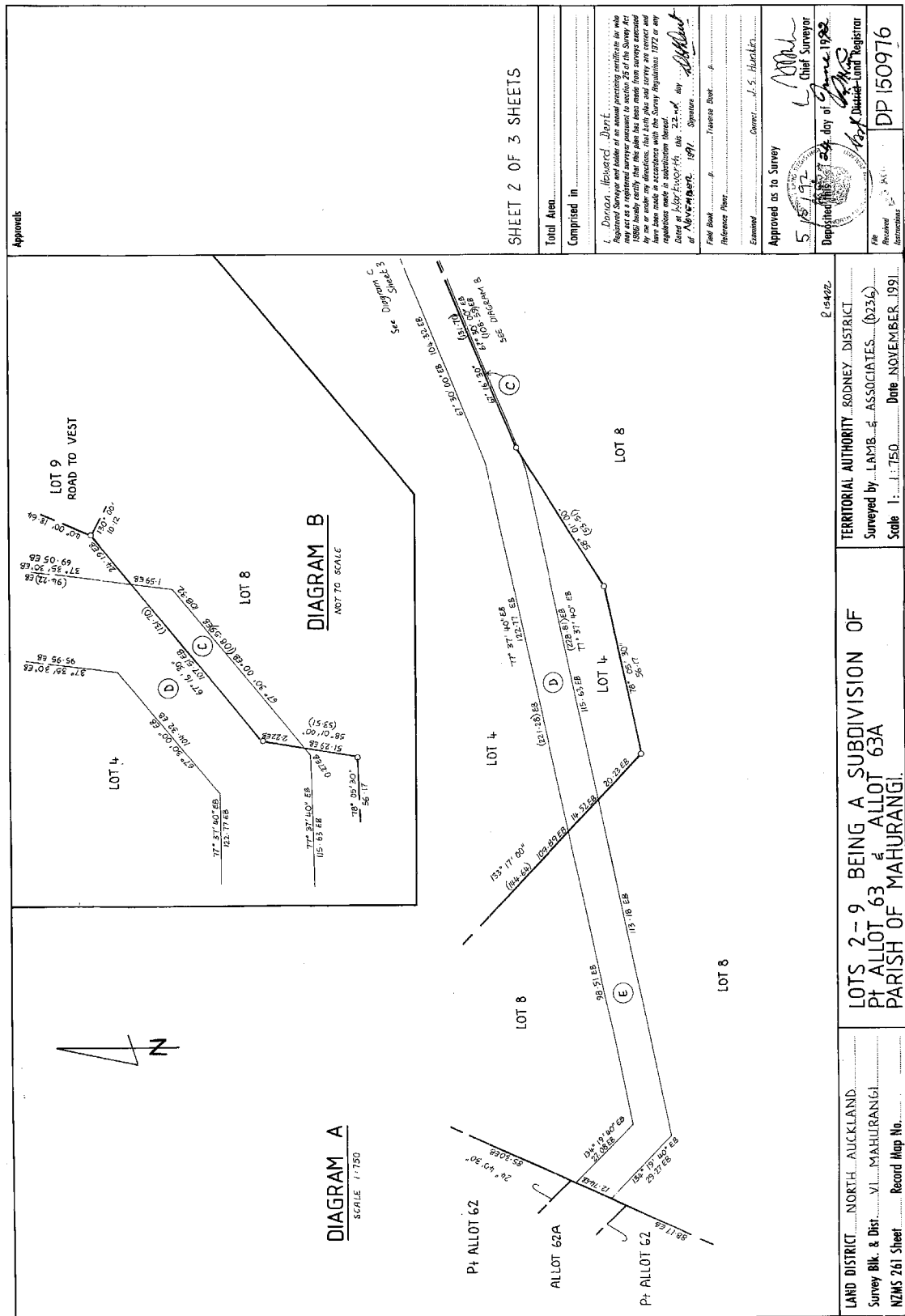
Subject to a right of way over part marked F on Plan 150976 specified in Easement Certificate C388235.4 - 24.6.1992 at 10.26 am

The easements specified in Easement Certificate C388235.4 are subject to Section 309 (1) (a) Local Government Act 1974
Land Covenant in Transfer C433500.2 - 23.11.1992 at 2.22 pm

9657841.2 Mortgage to Bank of New Zealand - 3.3.2014 at 5:36 pm

10888032.2 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 11.9.2017 at 3:31 pm

5	4	3	2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51
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UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
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Identifier **1000428**
Land Registration District **North Auckland**
Date Issued 18 November 2022

Prior References
NA47A/370

Estate Fee Simple
Area 2.0300 hectares more or less
Legal Description Lot 1 Deposited Plan 563173

Registered Owners

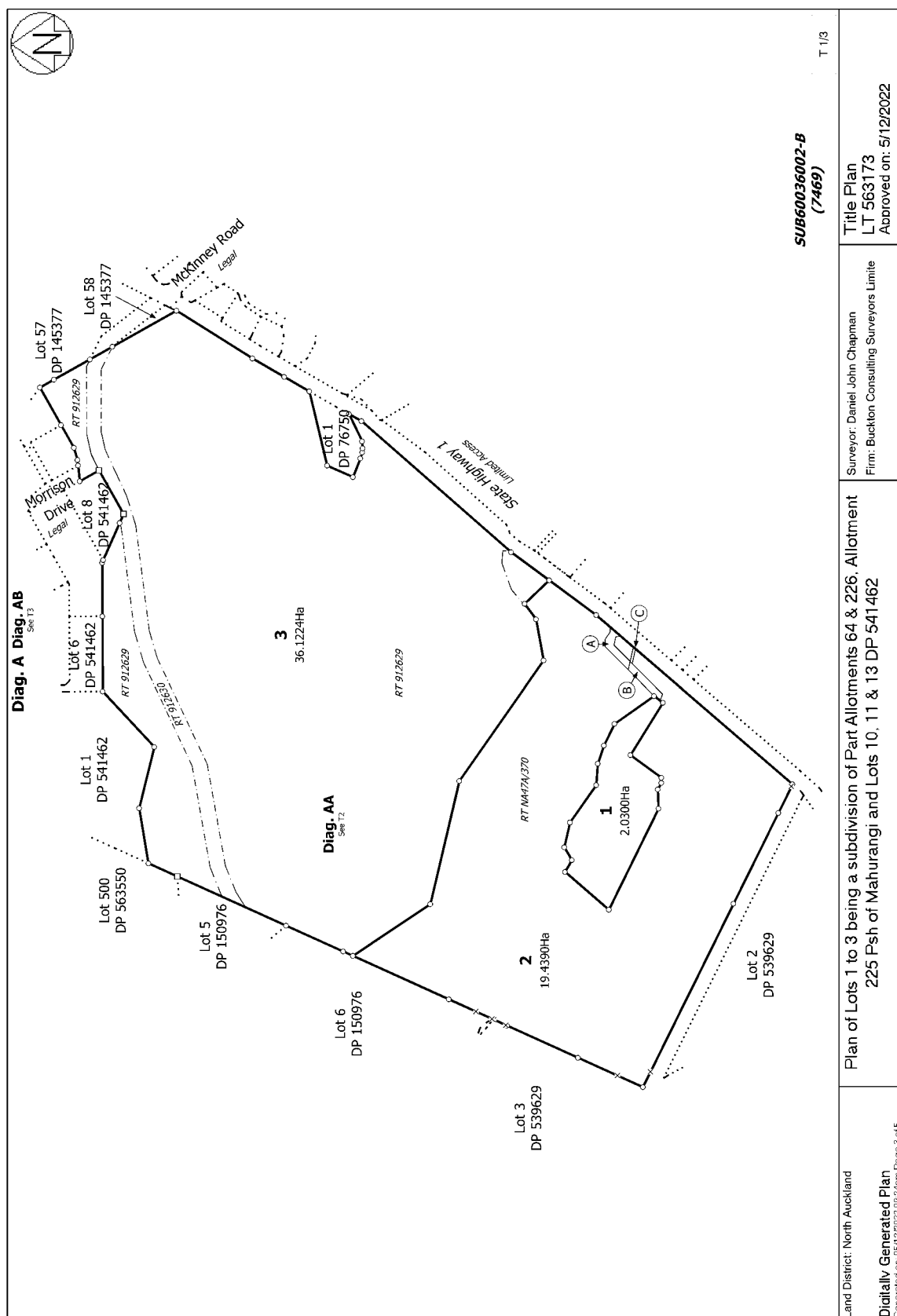
Thomas Douglas Morrison as to a 1/2 share
Robyn June Morrison as to a 1/2 share

Interests

464508.1 Gazette Notice (N.Z. Gazette 3.11.1977 p. 2868) declaring State Highway adjoining to be a limited access road - 29.11.1977 at 1.47 pm

Appurtenant hereto is a right of way, right to convey electricity and telecommunications created by Easement Instrument 12603100.3 - 18.11.2022 at 3:04 pm

Some of the easements created by Easement Instrument 12603100.3 are subject to Section 243 (a) Resource Management Act 1991 (See DP 563173)





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Identifier **902781**
Land Registration District **North Auckland**
Date Issued 13 August 2020

Prior References

575618 575620 575621

Estate Fee Simple
Area 16.3450 hectares more or less
Legal Description Lot 3 Deposited Plan 539629
Registered Owners
Endeans Farm Limited

Interests

464508.1 Gazette Notice (1977 p 2868) declaring State Highway adjoining to be a limited access road - 29.11.1977 at 1.47 pm

Subject to a right (in gross) to convey electricity over part marked BA on DP 539629 in favour of Vector Limited created by Easement Instrument 7938889.3 - Produced 17.9.2008 at 9:00 am and Entered 21.10.2008 at 9:00 am

Fencing Covenant in Transfer 7980607.2 - 12.11.2008 at 3:05 pm (affects part formerly Lot 1 DP 353748)

10888032.1 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 11.9.2017 at 3:31 pm (affects part formerly Lots 3-4 DP 451512)

11674745.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.8.2020 at 10:55 am

Subject to a right of way and a right to convey electricity and telecommunications over parts marked BA and K on DP 539629 created by Easement Instrument 11674745.6 - 13.8.2020 at 10:55 am

Appurtenant hereto is a right to convey water created by Easement Instrument 11674745.6 - 13.8.2020 at 10:55 am

The easements created by Easement Instrument 11674745.6 are subject to Section 243 (a) Resource Management Act 1991

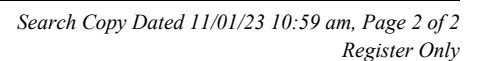
11674745.8 CERTIFICATE PURSUANT TO SECTION 77 BUILDING ACT 2004 THAT THIS RECORD OF TITLE IS SUBJECT TO THE CONDITION IMPOSED UNDER SECTION 75(2) (ALSO AFFECTS 902782 and NA92D/742) - 13.8.2020 at 10:55 am

11674745.8 Subject to Section 81(2) and 81(3) Building Act 2004 (also affects 902782 and NA92D/742) - 13.8.2020 at 10:55 am

Subject to a right of way over part marked A on DP 557603 created by Easement Instrument 12005357.2 - 12.2.2021 at 11:37 am

Subject to a right to drain water over part marked A on DP 564661 created by Easement Instrument 12171145.1 - 11.10.2021 at 4:15 pm

12269848.7 Mortgage to KA Waimanawa Limited Partnership - 1.11.2021 at 4:05 pm





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Identifier **902780**
Land Registration District **North Auckland**
Date Issued 13 August 2020

Prior References

575620 NA12D/906

Estate Fee Simple
Area 5.0128 hectares more or less
Legal Description Lot 2 Deposited Plan 539629
Registered Owners
KA Waimanawa Limited Partnership

Interests

464508.1 Gazette Notice (1977 p 2868) declaring State Highway adjoining to be a limited access road - 29.11.1977 at 1.47 pm

Subject to a right (in gross) to convey electricity over part marked CA on DP 539629 in favour of Vector Limited created by Easement Instrument 7938889.3 - Produced 17.9.2008 at 9:00 am and Entered 21.10.2008 at 9:00 am

Fencing Covenant in Transfer 7980607.2 - 12.11.2008 at 3:05 pm (affects part formerly Lot 1 DP 353748)

10888032.1 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 11.9.2017 at 3:31 pm (affects part formerly Lot 3 DP 451512)

11674745.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.8.2020 at 10:55 am

Subject to a right to convey electricity over part marked F, G and I and a right to convey water over part marked F, H, R and S all on DP 539629 created by Easement Instrument 11674745.6 - 13.8.2020 at 10:55 am

Appurtenant hereto is a right of way and a right to convey electricity and telecommunications created by Easement Instrument 11674745.6 - 13.8.2020 at 10:55 am

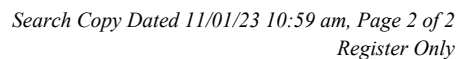
The easements created by Easement Instrument 11674745.6 are subject to Section 243 (a) Resource Management Act 1991

11674745.7 CERTIFICATE PURSUANT TO SECTION 77 BUILDING ACT 2004 THAT THIS RECORD OF TITLE IS SUBJECT TO THE CONDITION IMPOSED UNDER SECTION 75(2) (ALSO AFFECTS 902779) - 13.8.2020 at 10:55 am

11674745.7 Subject to Section 81(2) and 81(3) Building Act 2004 (also affects 902779) - 13.8.2020 at 10:55 am

Fencing Covenant in Transfer 12269848.6 - 1.11.2021 at 4:05 pm

12269848.8 Mortgage to Guardians of New Zealand Superannuation as the manager and administrator of the New Zealand Superannuation Fund - 1.11.2021 at 4:05 pm





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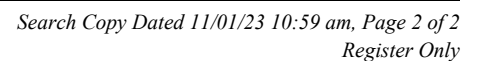
Identifier **902779**
Land Registration District **North Auckland**
Date Issued 13 August 2020

Prior References
575620

Estate Fee Simple
Area 5.0112 hectares more or less
Legal Description Lot 1 Deposited Plan 539629
Registered Owners
KA Waimanawa Limited Partnership

Interests

464508.1 Gazette Notice (1977 p 2868) declaring State Highway adjoining to be a limited access road - 29.11.1977 at 1.47 pm
Fencing Covenant in Transfer 7980607.2 - 12.11.2008 at 3:05 pm (affects part formerly Lots 1-3 DP 353748)
10888032.1 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 11.9.2017 at 3:31 pm
11674745.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.8.2020 at 10:55 am
Subject to a right of way over part marked J and P and a right to convey water over part marked P and Q all on DP 539629 created by Easement Instrument 11674745.6 - 13.8.2020 at 10:55 am
Appurtenant hereto is a right to convey electricity created by Easement Instrument 11674745.6 - 13.8.2020 at 10:55 am
The easements created by Easement Instrument 11674745.6 are subject to Section 243 (a) Resource Management Act 1991
11674745.7 CERTIFICATE PURSUANT TO SECTION 77 BUILDING ACT 2004 THAT THIS RECORD OF TITLE IS SUBJECT TO THE CONDITION IMPOSED UNDER SECTION 75(2) (ALSO AFFECTS 902780) - 13.8.2020 at 10:55 am
11674745.7 Subject to Section 81(2) and 81(3) Building Act 2004 (also affects 902780) - 13.8.2020 at 10:55 am
Fencing Covenant in Transfer 12269848.6 - 1.11.2021 at 4:05 pm
12269848.8 Mortgage to Guardians of New Zealand Superannuation as the manager and administrator of the New Zealand Superannuation Fund - 1.11.2021 at 4:05 pm





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Identifier **219708**
Land Registration District **North Auckland**
Date Issued 07 November 2005

Prior References

NA101A/115 NA1819/14

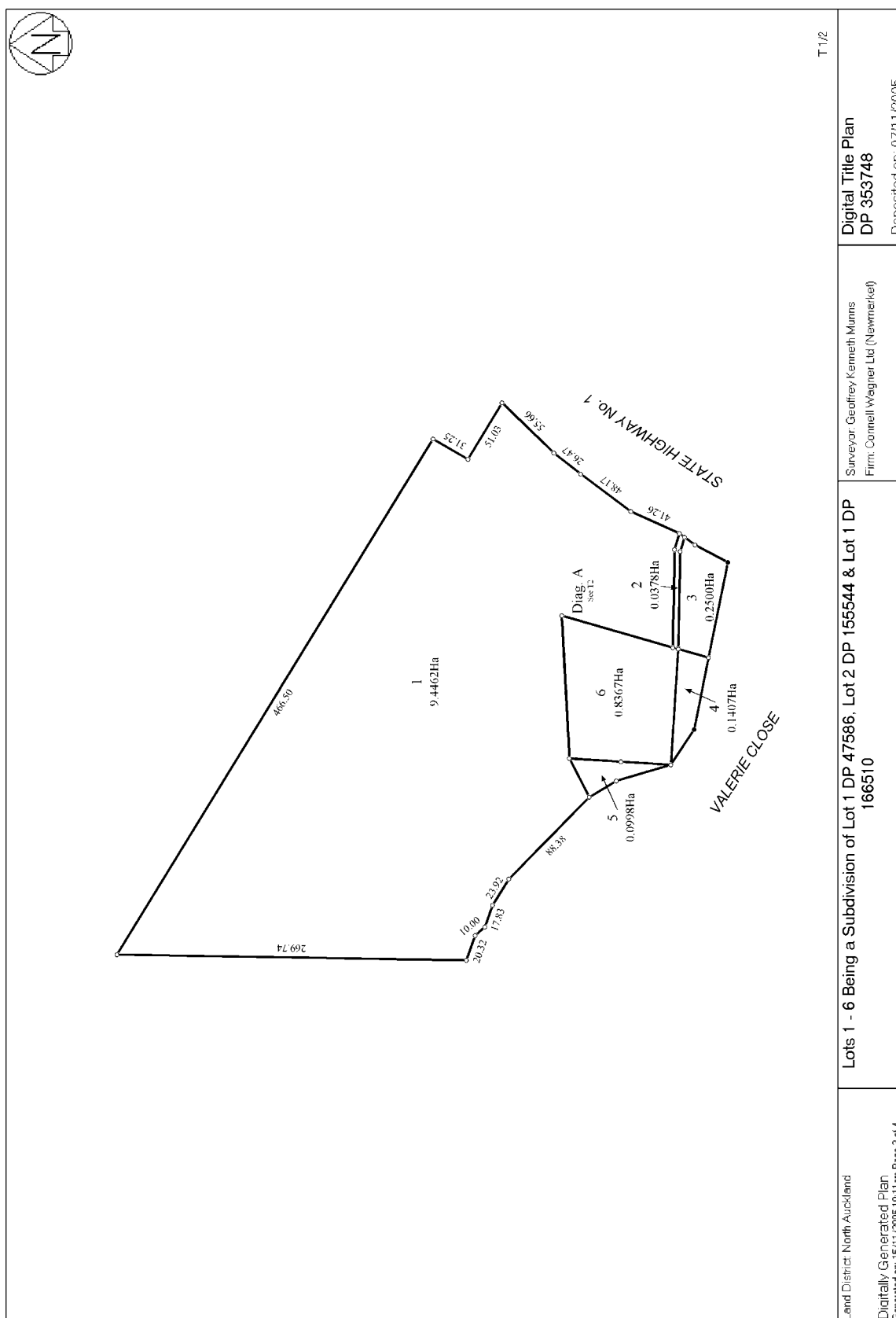
Estate Fee Simple
Area 1.0772 hectares more or less
Legal Description Lot 4-6 Deposited Plan 353748

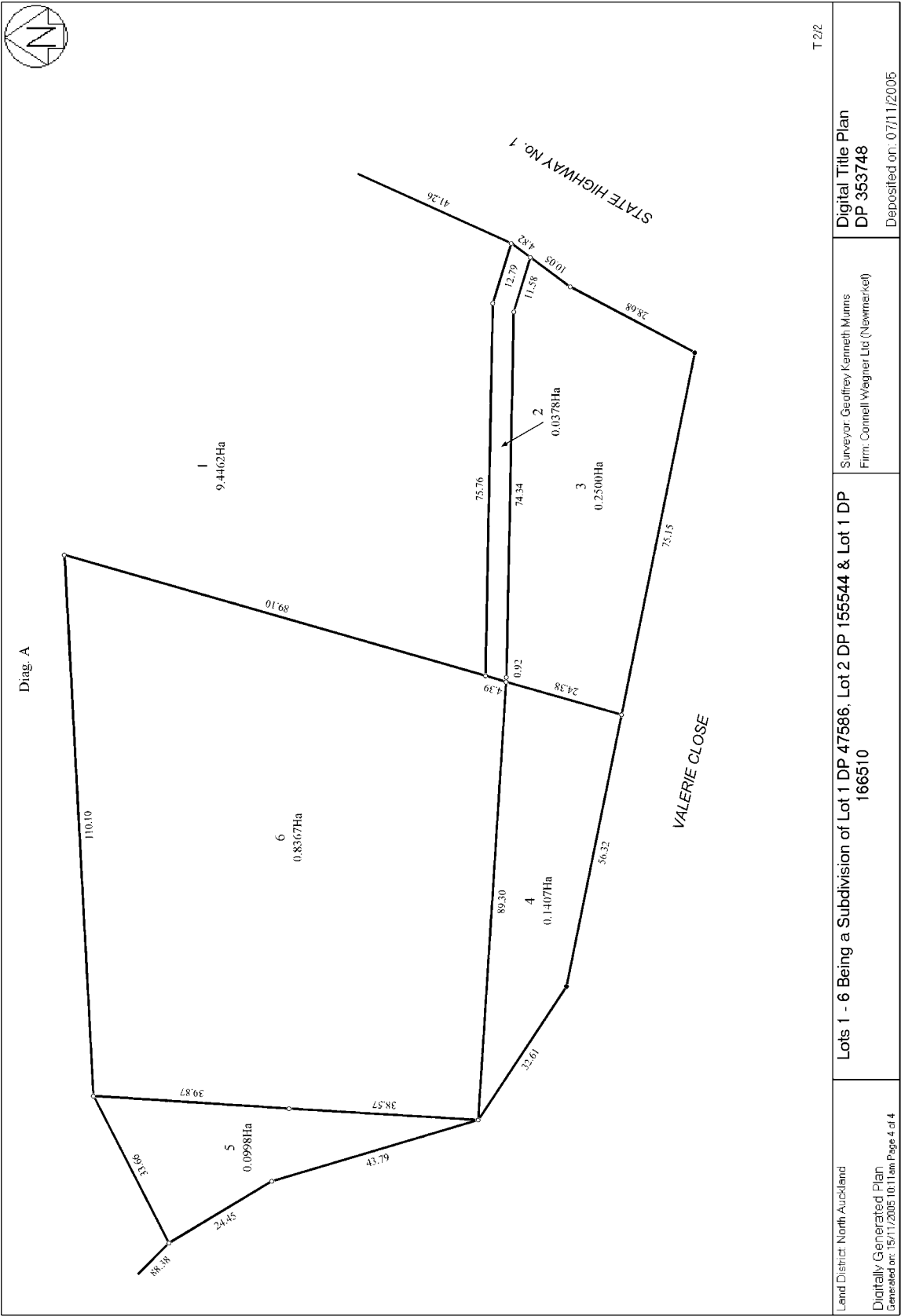
Registered Owners

D O Morgan Limited as to a 1/2 share
D L Morgan Limited as to a 1/2 share

Interests

Subject to Section 241(2) Resource Management Act 1991 (affects DP 353748)
9901639.2 Mortgage to Bank of New Zealand - 28.11.2014 at 4:32 pm







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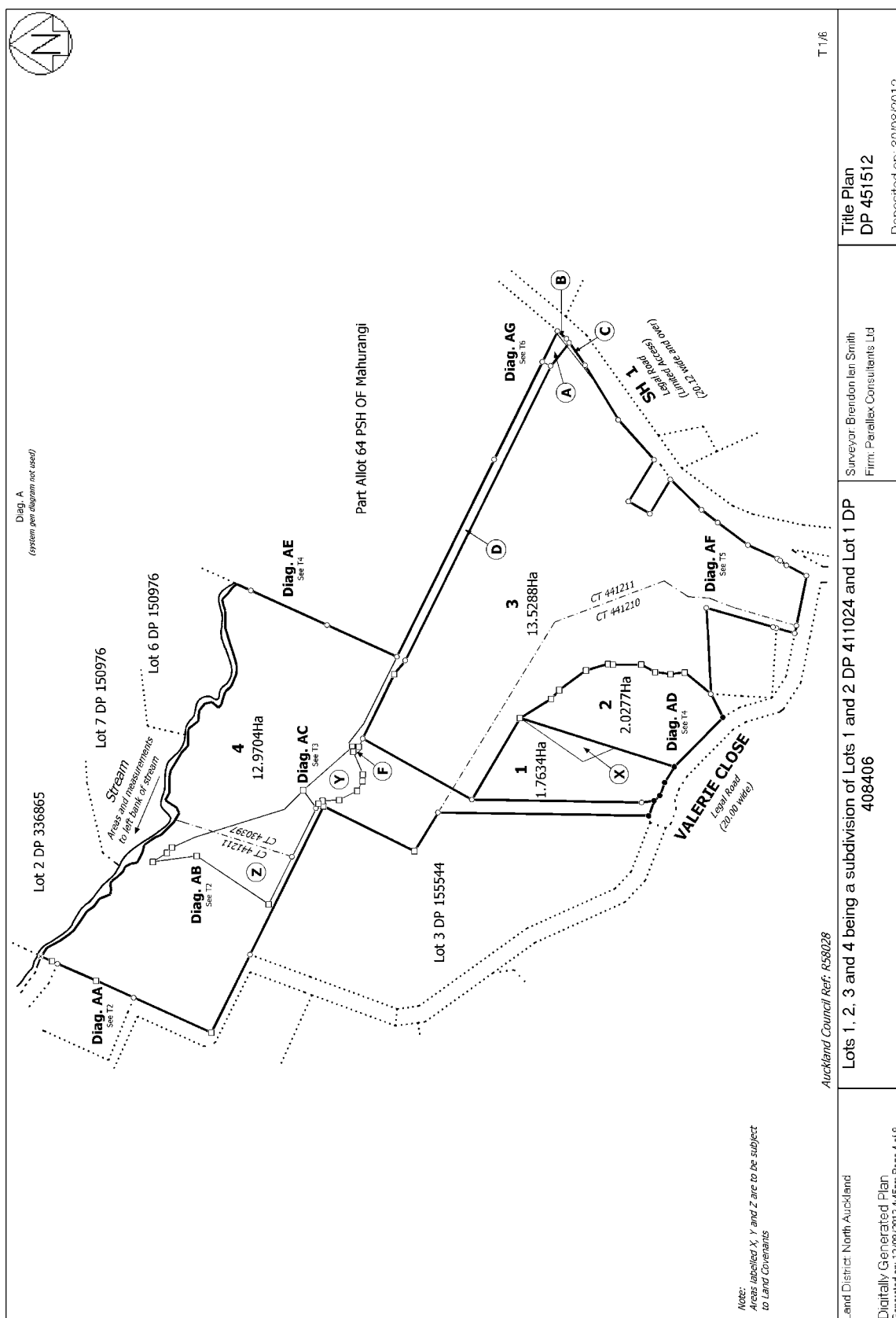
Identifier **575619**
Land Registration District **North Auckland**
Date Issued 30 August 2012

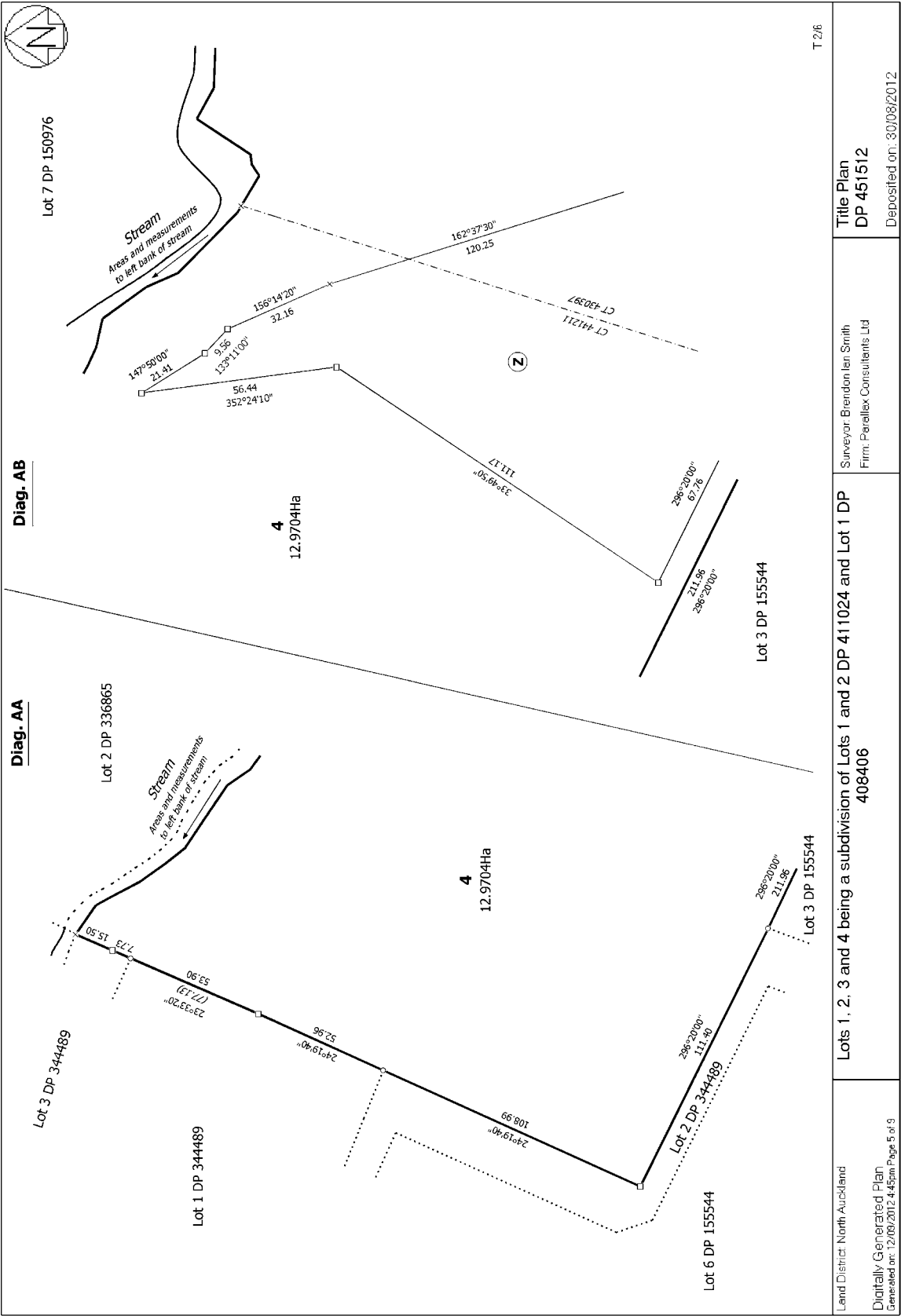
Prior References
441210

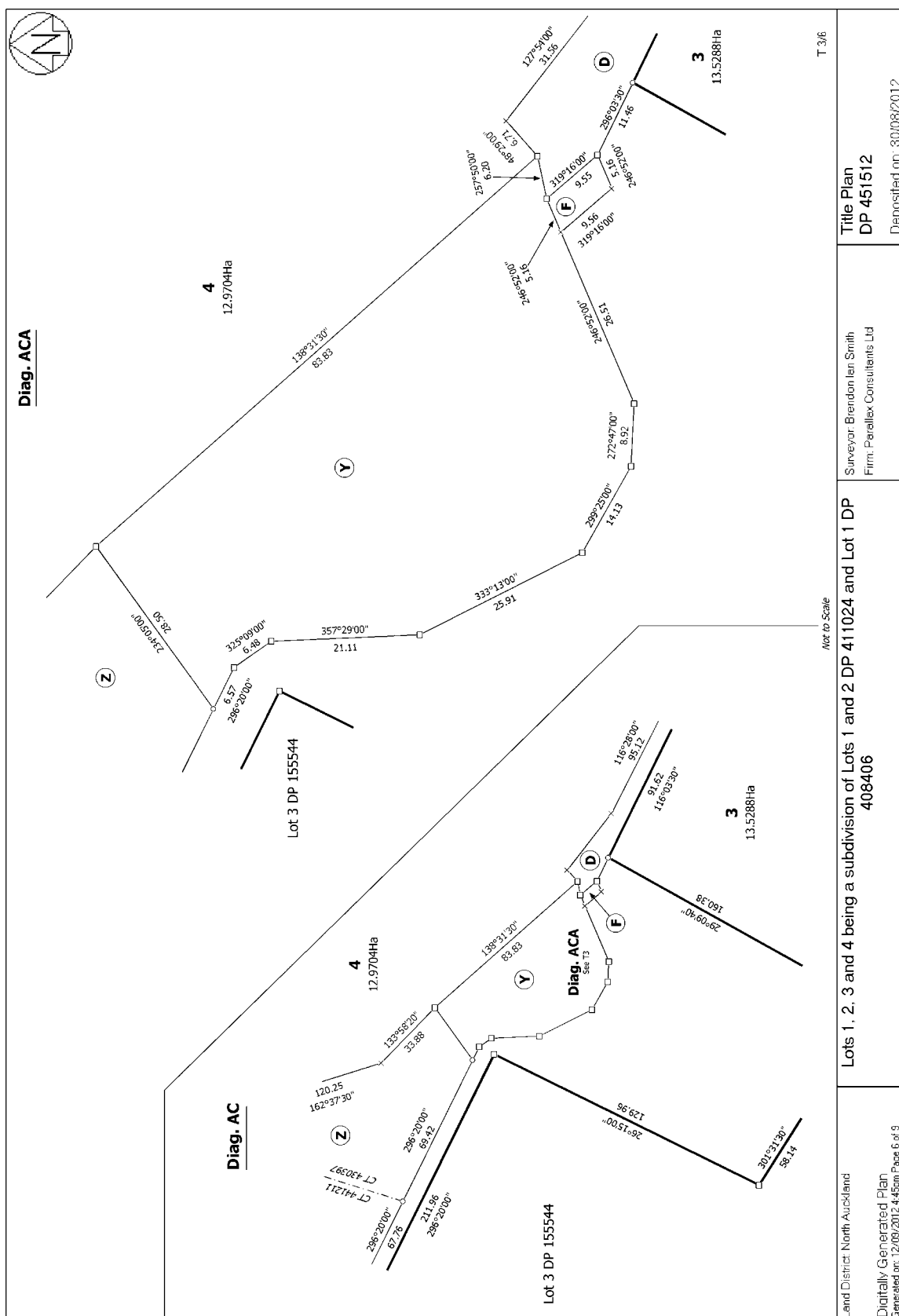
Estate Fee Simple
Area 2.0277 hectares more or less
Legal Description Lot 2 Deposited Plan 451512
Registered Owners
Raymond Reginald Crosswell and Linda Crosswell

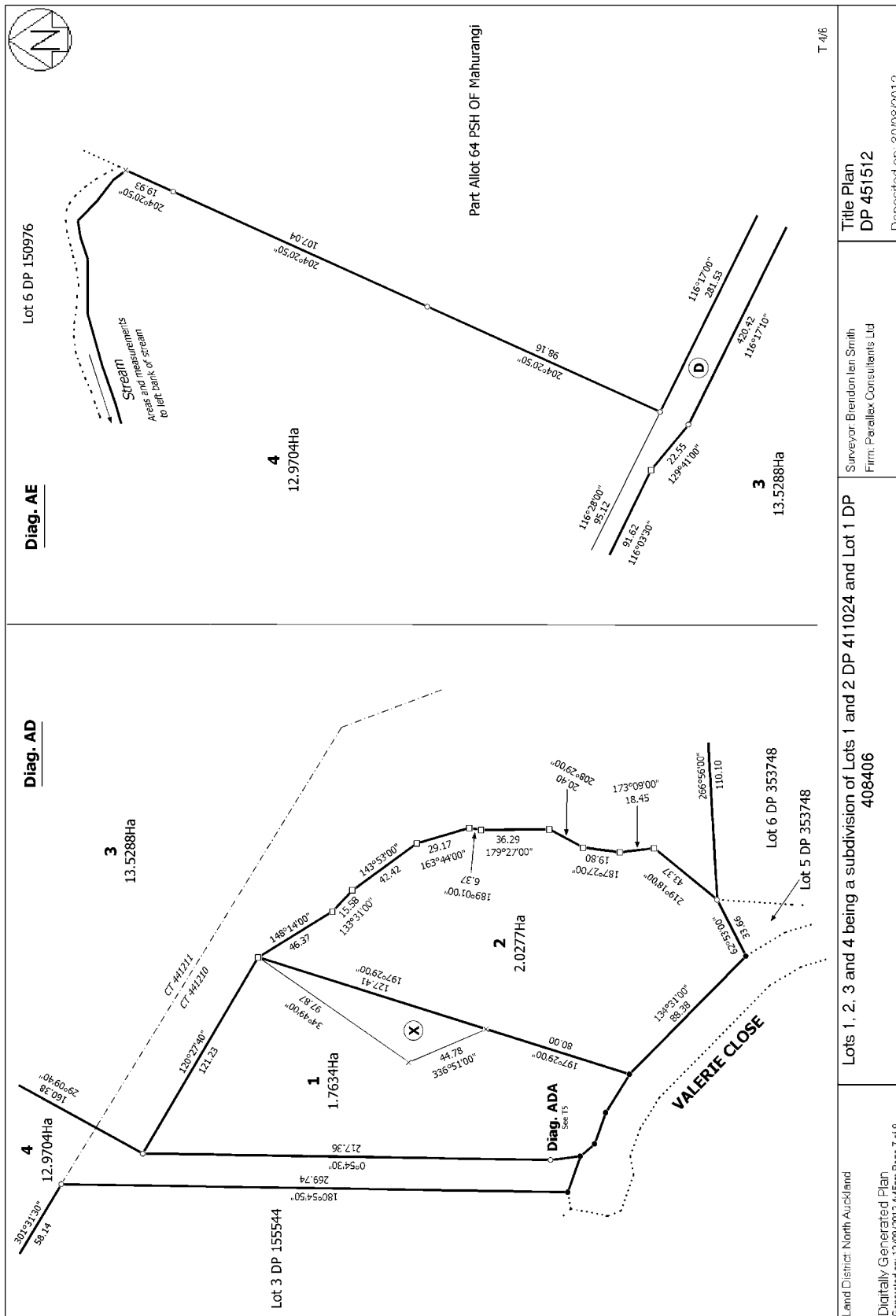
Interests

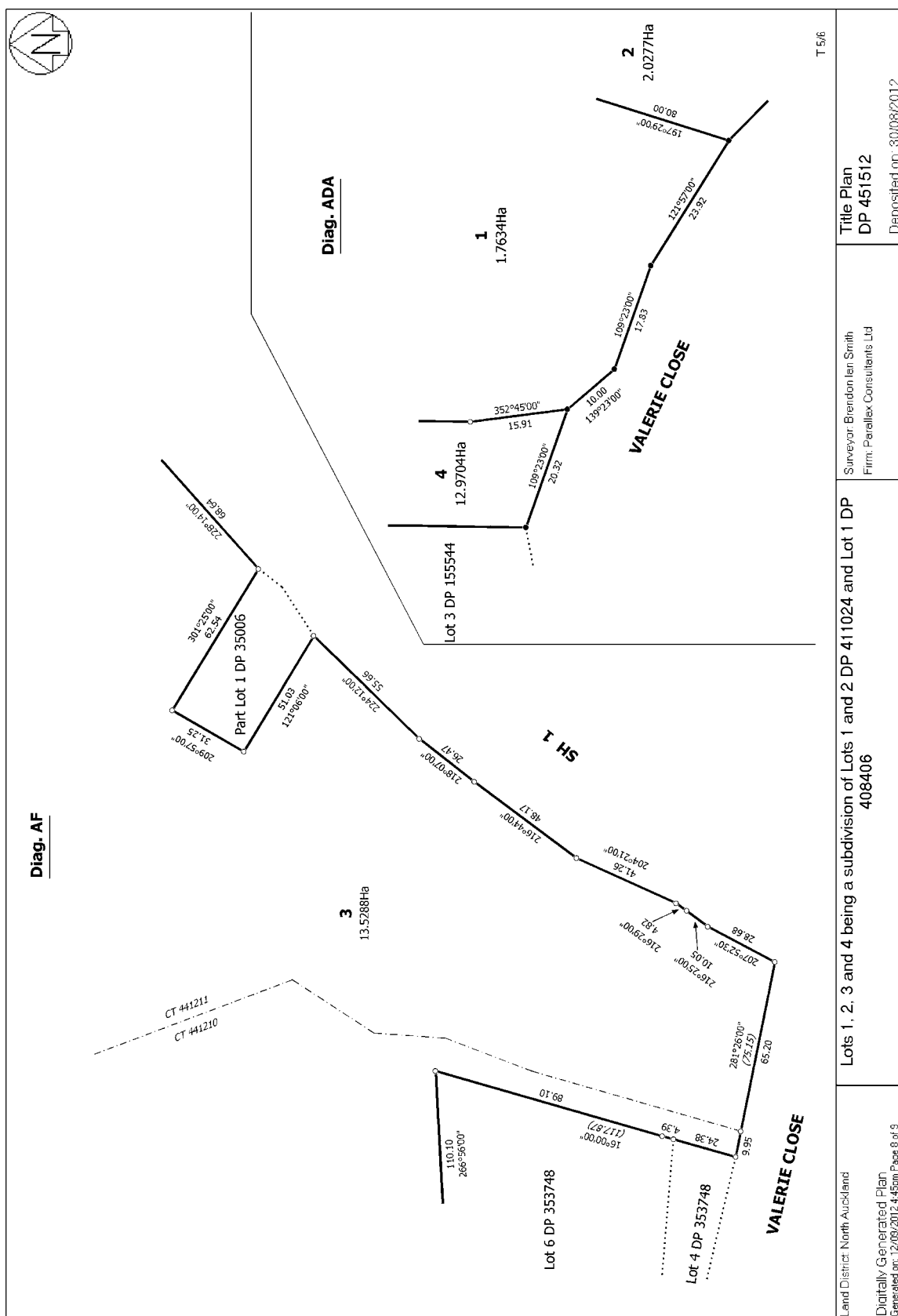
9169377.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 30.8.2012 at 10:32 am
9182228.2 Mortgage to ANZ National Bank Limited - 21.9.2012 at 3:02 pm
12340330.1 CAVEAT BY EVA CROSSWELL - 20.12.2021 at 3:33 pm

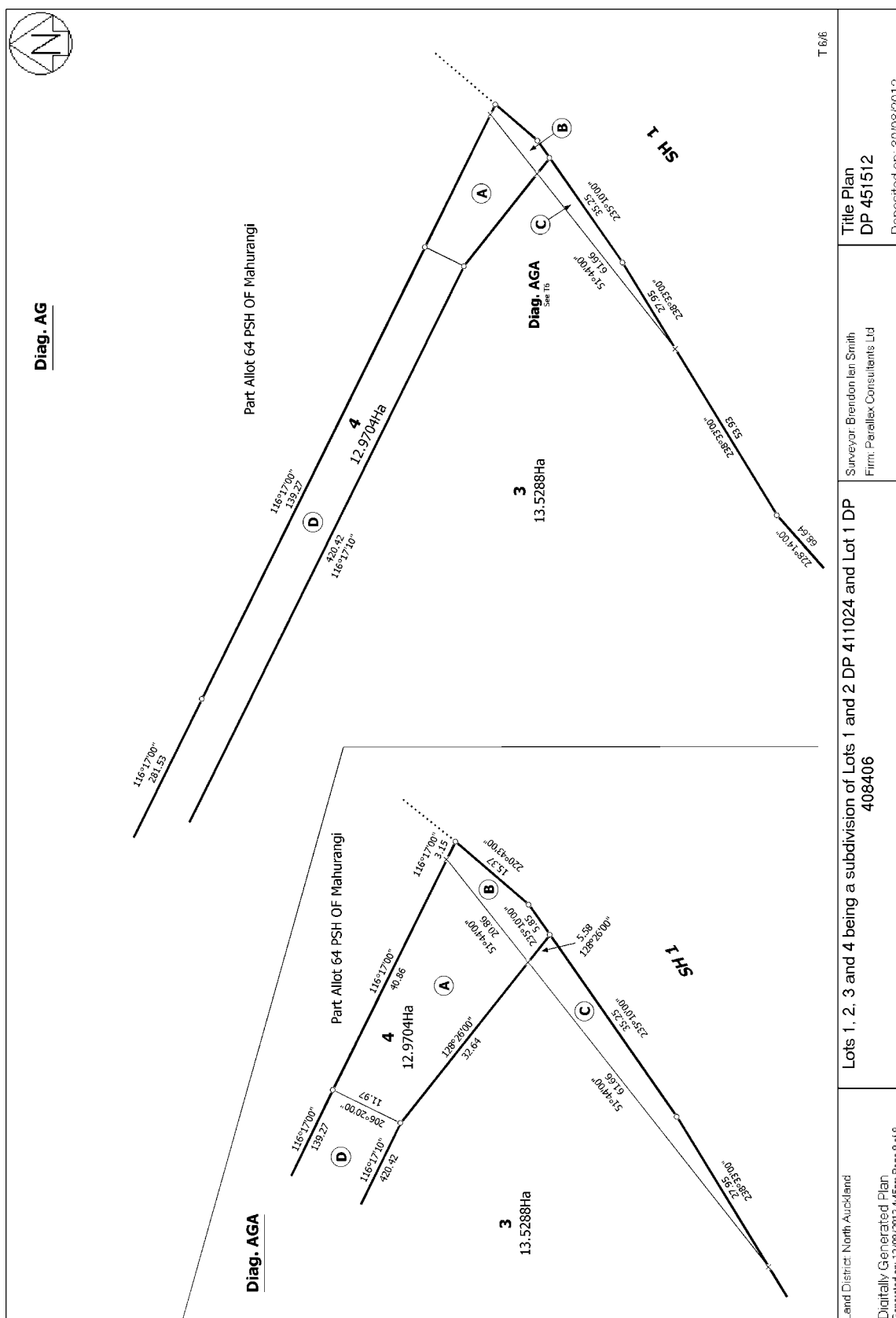














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R.W. Muir
Registrar-General
of Land

Identifier **902782**
Land Registration District **North Auckland**
Date Issued 13 August 2020

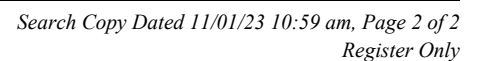
Prior References

575618 575620

Estate Fee Simple
Area 2.0237 hectares more or less
Legal Description Lot 4 Deposited Plan 539629
Registered Owners
Endeans Farm Limited

Interests

Fencing Covenant in Transfer 7980607.2 - 12.11.2008 at 3:05 pm (affects part formerly Lot 1 DP 353748)
10888032.1 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 11.9.2017 at 3:31 pm (affects part formerly Lot 3 DP 451512)
11674745.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.8.2020 at 10:55 am
11674745.8 CERTIFICATE PURSUANT TO SECTION 77 BUILDING ACT 2004 THAT THIS RECORD OF TITLE IS SUBJECT TO THE CONDITION IMPOSED UNDER SECTION 75(2) (ALSO AFFECTS 902781 and NA92D/742) - 13.8.2020 at 10:55 am
11674745.8 Subject to Section 81(2) and 81(3) Building Act 2004 (also affects 902781 and NA92D/742) - 13.8.2020 at 10:55 am
Appurtenant hereto is a right of way created by Easement Instrument 12005357.2 - 12.2.2021 at 11:37 am
12269848.7 Mortgage to KA Waimanawa Limited Partnership - 1.11.2021 at 4:05 pm





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UNDER LAND TRANSFER ACT 2017
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Registrar-General
of Land

Identifier **NA92D/742**
Land Registration District **North Auckland**
Date Issued 23 August 1993

Prior References
NA20B/107

Estate Fee Simple
Area 8.0000 hectares more or less
Legal Description Lot 3 Deposited Plan 155544
Registered Owners
Endeans Farm Limited

Interests

Appurtenant hereto are rights of way specified in Easement Certificate C509598.5 - 23.8.1993 at 1.48 pm
D631344.1 Variation of Easement Certificate C509598.5 - 15.8.2001 at 10.30 am
11674745.8 CERTIFICATE PURSUANT TO SECTION 77 BUILDING ACT 2004 THAT THIS RECORD OF TITLE IS
SUBJECT TO THE CONDITION IMPOSED UNDER SECTION 75(2) (ALSO AFFECTS 902781 and 902782) -
13.8.2020 at 10:55 am
11674745.8 Subject to Section 81(2) and 81(3) Building Act 2004 (also affects 902781 and 902782) - 13.8.2020 at 10:55
am
Appurtenant hereto is a right to drain water created by Easement Instrument 12171145.1 - 11.10.2021 at 4:15 pm
12269848.7 Mortgage to KA Waimanawa Limited Partnership - 1.11.2021 at 4:05 pm

FILE NO	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51
FILE NO	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51
FILE NO	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51



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R.W. Muir
Registrar-General
of Land

Identifier **NA92D/744**
Land Registration District **North Auckland**
Date Issued 23 August 1993

Prior References
NA20B/107

Estate Fee Simple
Area 7.0000 hectares more or less
Legal Description Lot 5 Deposited Plan 155544
Registered Owners
John William Gowing and Louisa Elsie Gowing

Estate Fee Simple - 1/3 share
Area 9105 square metres more or less
Legal Description Lot 11 Deposited Plan 155544
Registered Owners
John William Gowing and Louisa Elsie Gowing

Interests

Subject to Section 308 (4) Local Government Act 1974

Subject to a right of way over part marked A on DP 155544 specified in Easement Certificate C509598.5 - 23.8.1993 at 1.48 pm (Affects Lot 11 DP 155544)

Appurtenant hereto is a right of way created by Transfer C599562.3 - 12.5.1994 at 1.31 pm

D631344.1 Variation of easement specified in Easement Certificate C509598.5 - 15.8.2001 at 10.30 am

Subject to a right of way and right to transmit telecommunications and computer media and electricity over parts marked Y and Z on DP 342415 created by Easement Instrument 6423054.4 - 17.5.2005 at 9:00 am (affects Lot 11 DP 155544)

Some of the easements created by Easement Instrument 6423054.4 are subject to Section 243 (a) Resource Management Act 1991

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R.W. Muir
Registrar-General
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Identifier **NA92D/745**
Land Registration District **North Auckland**
Date Issued 23 August 1993

Prior References

NA20B/107 NA771/238

Estate Fee Simple
Area 5.6000 hectares more or less
Legal Description Lot 6 Deposited Plan 155544
Registered Owners
William Arthur Endean and Christine Heather Endean

Estate Fee Simple - 1/3 share
Area 9105 square metres more or less
Legal Description Lot 11 Deposited Plan 155544
Registered Owners
William Arthur Endean and Christine Heather Endean

Interests

Subject to Section 308 (4) Local Government Act 1974

Subject to a right of way over part marked A on DP 155544 specified in Easement Certificate C509598.5 - 23.8.1993 at 1.48 pm (affects Lot 11 DP 155544)

Appurtenant hereto is a right of way specified in Easement Certificate C509598.5 - 23.8.1993 at 1.48 pm

Some of the easements specified in Easement Certificate C509598.5 are subject to Section 309 (1) (a) Local Government Act 1974 (See DP 155544)

Appurtenant hereto is a right of way created by Transfer C636064.3 - 2.8.1994 at 2.37 pm

D631344.1 Variation of Easement C509598.5 - 15.8.2001 at 10.30 am

Subject to a right of way and right to transmit telecommunications and computer media and electricity over parts marked Y and Z on DP 342415 created by Easement Instrument 6423054.4 - 17.5.2005 at 9:00 am (affects Lot 11 DP 155544)

Some of the easements created by Easement Instrument 6423054.4 are subject to Section 243 (a) Resource Management Act 1991

10390398.2 Mortgage to ASB Bank Limited - 10.5.2016 at 12:33 pm

SEP 1993 6 27 28 29 30 3 02 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **182623**
Land Registration District **North Auckland**
Date Issued 27 January 2005

Prior References
170935

Estate Fee Simple
Area 8.6960 hectares more or less
Legal Description Lot 2, 4 Deposited Plan 344489
Registered Owners
Alan Farnell and YRW Trustees 2010 Limited

Estate Fee Simple - 1/6 share
Area 9105 square metres more or less
Legal Description Lot 11 Deposited Plan 155544
Registered Owners
Alan Farnell and YRW Trustees 2010 Limited

Interests

Subject to a right of way over part Lot 11 marked A on DP 155544 and part Lot 2 marked B on DP 344489 specified in Easement Certificate C509598.5

The easements specified in Easement Certificate C509598.5 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to a right of way over part Lot 2 marked B on DP 344489 created by Transfer C599562.3

Subject to a right of way over part Lot 2 marked C on Plan 344489 created by Transfer C636064.3

D631344.1 Variation of the conditions of the easement specified in Easement Certificat C509598.5 - 15.8.2001 at 10.30 am

6291643.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.1.2005 at 9:00 am (affects Lots 2 and 4)

Subject to Section 241(2) Resource Management Act 1991 (affects DP 344489)

Subject to a right of way and right to convey electric power, telecommunications and computer media over parts Lot 2 marked B, C and D on DP 344489 created by Easement Instrument 6291643.4 - 27.1.2005 at 9:00 am

The easements created by Easement Instrument 6291643.4 are subject to Section 243 (a) Resource Management Act 1991

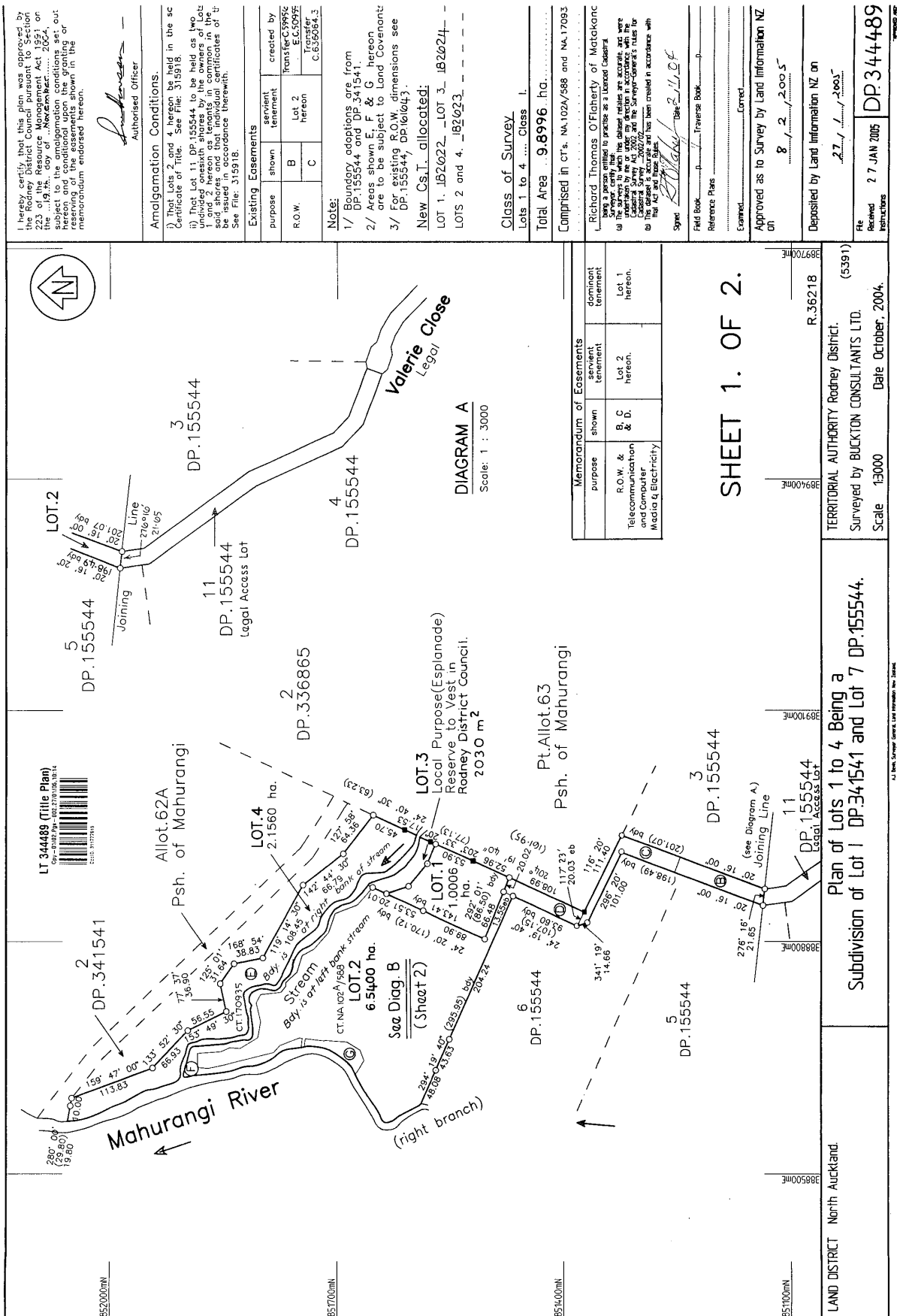
Subject to a right of way and right to transmit telecommunications and computer media and electricity over parts marked Y and Z on DP 342415 created by Easement Instrument 6423054.4 - 17.5.2005 at 9:00 am (affects Lot 11 DP 155544)

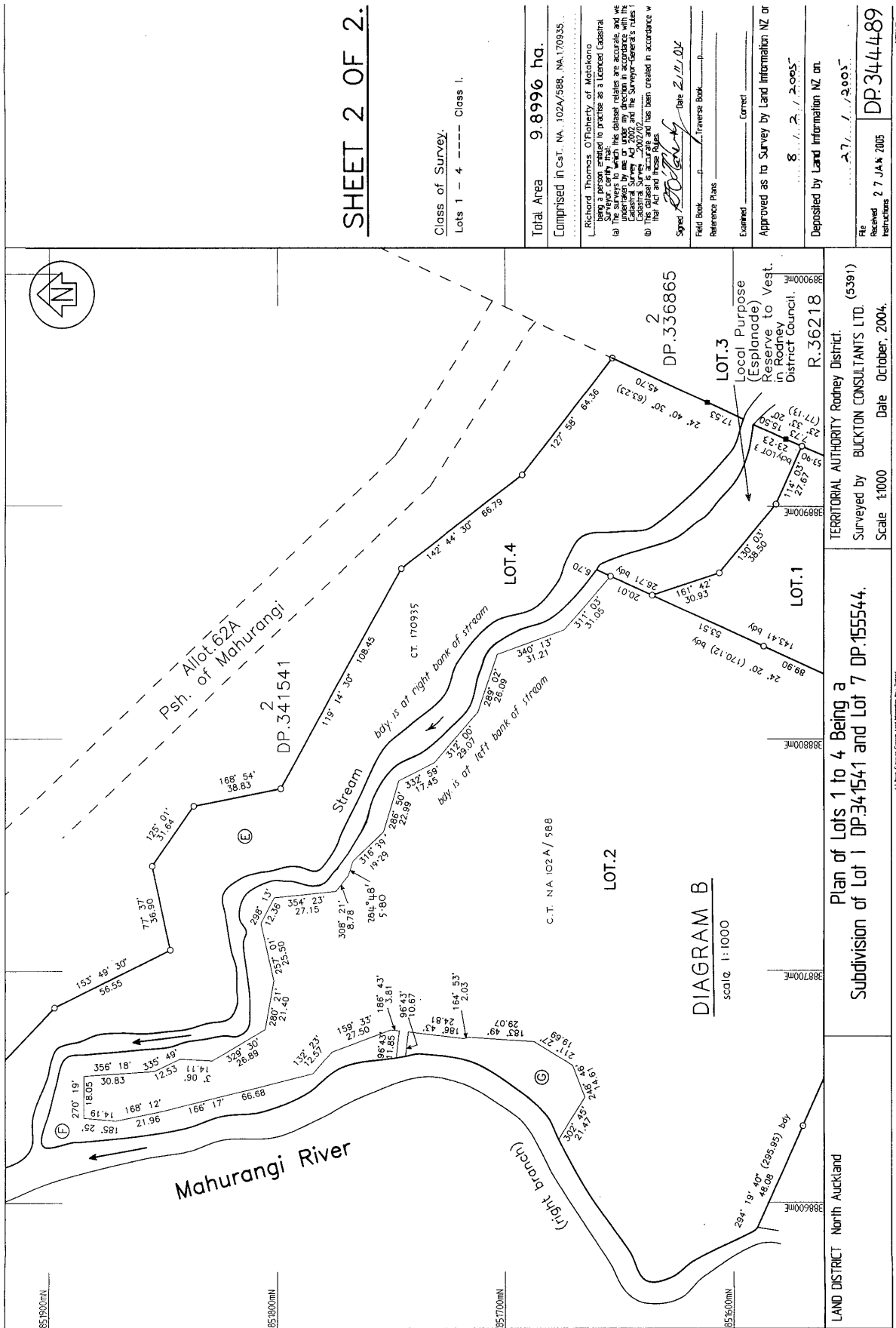
Some of the easements created by Easement Instrument 6423054.4 are subject to Section 243 (a) Resource Management Act 1991

11467414.2 Mortgage to Westpac New Zealand Limited - 4.7.2019 at 9:19 am

12350908.1 CAVEAT BY REMUERA PROPERTY HOLDINGS LIMITED - 17.1.2022 at 8:45 am

SEP 1993 6 27 28 29 30 3 02 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51







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

Identifier **182622**
Land Registration District **North Auckland**
Date Issued 27 January 2005

Prior References
170935

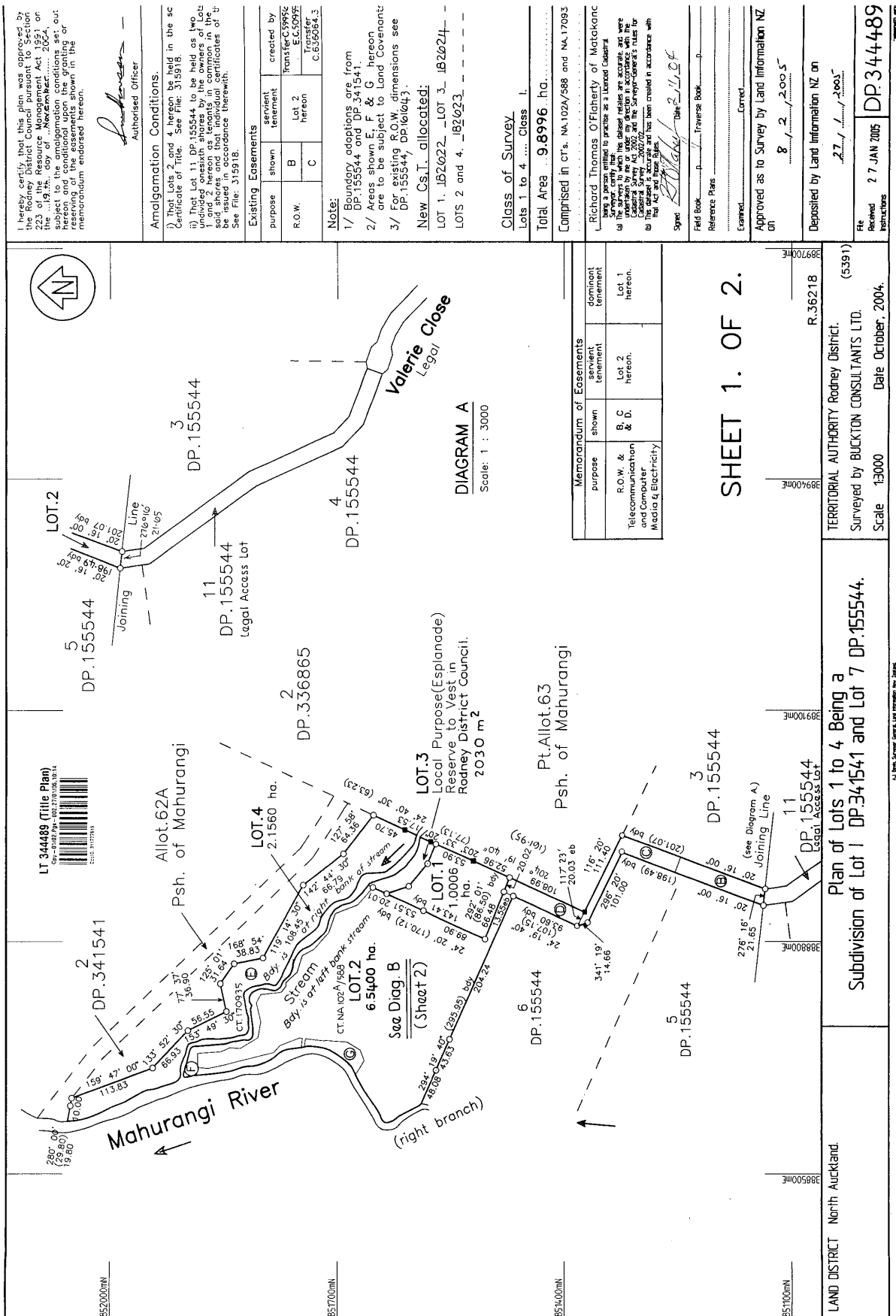
Estate Fee Simple
Area 1.0006 hectares more or less
Legal Description Lot 1 Deposited Plan 344489
Registered Owners
Hamish Gregory Miles, Alastair John Miles and Fishers Business Trustees No.2 Limited

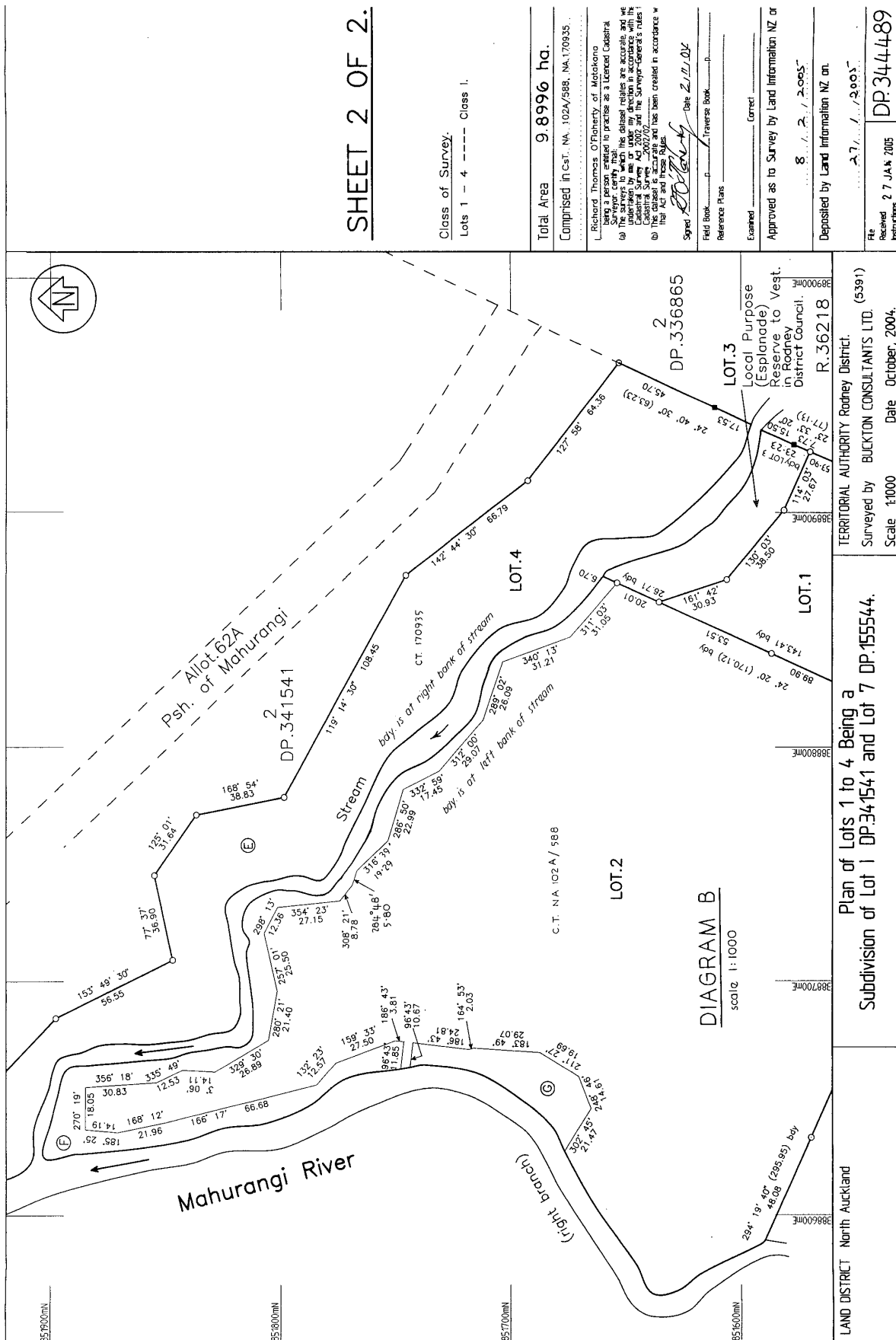
Estate Fee Simple - 1/6 share
Area 9105 square metres more or less
Legal Description Lot 11 Deposited Plan 155544
Registered Owners
Hamish Gregory Miles, Alastair John Miles and Fishers Business Trustees No.2 Limited

Interests

Subject to a right of way over part Lot 11 marked A on DP 155544 specified in Easement Certificate C509598.5
The easements specified in Easement Certificate C509598.5 are subject to Section 309 (1) (a) Local Government Act 1974 D631344.1 Variation of the conditions of the easement specified in Easement Certificate C509598.5 - 15.8.2001 at 10.30 am
Subject to Section 241(2) Resource Management Act 1991 (affects DP 344489)
Appurtenant to Lot 1 hereto is a right of way and right to convey electric power, telecommunications and computer media created by Easement Instrument 6291643.4 - 27.1.2005 at 9:00 am
The easements created by Easement Instrument 6291643.4 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right of way and right to transmit telecommunications and computer media and electricity over parts marked Y and Z on DP 342415 created by Easement Instrument 6423054.4 - 17.5.2005 at 9:00 am (affects Lot 11 DP 155544)
Some of the easements created by Easement Instrument 6423054.4 are subject to Section 243 (a) Resource Management Act 1991
9611269.3 Mortgage to ASB Bank Limited - 20.1.2014 at 2:09 pm

SEP 1993 6 27 28 29 30 3 02 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51







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UNDER LAND TRANSFER ACT 2017
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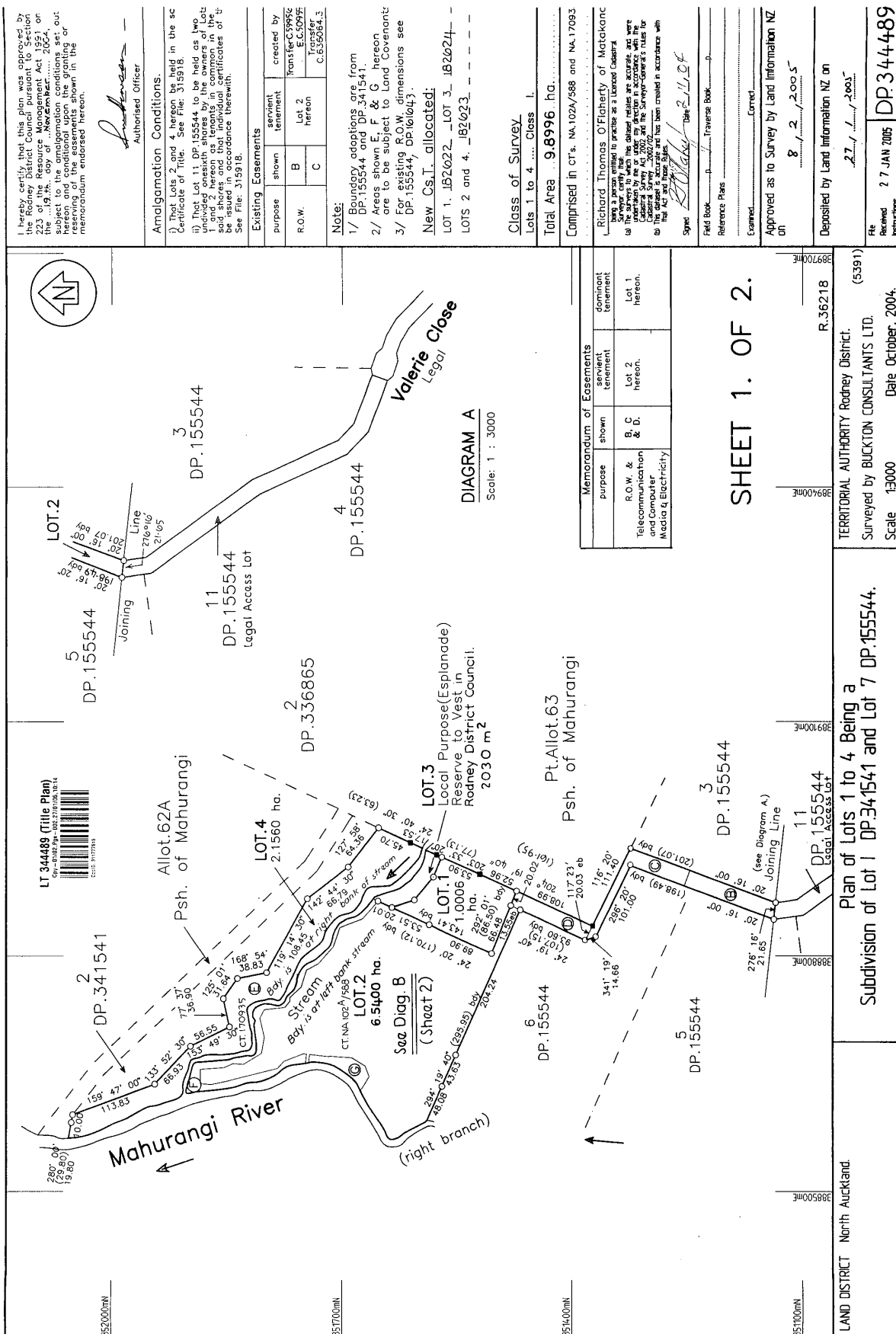

R.W. Muir
Registrar-General
of Land

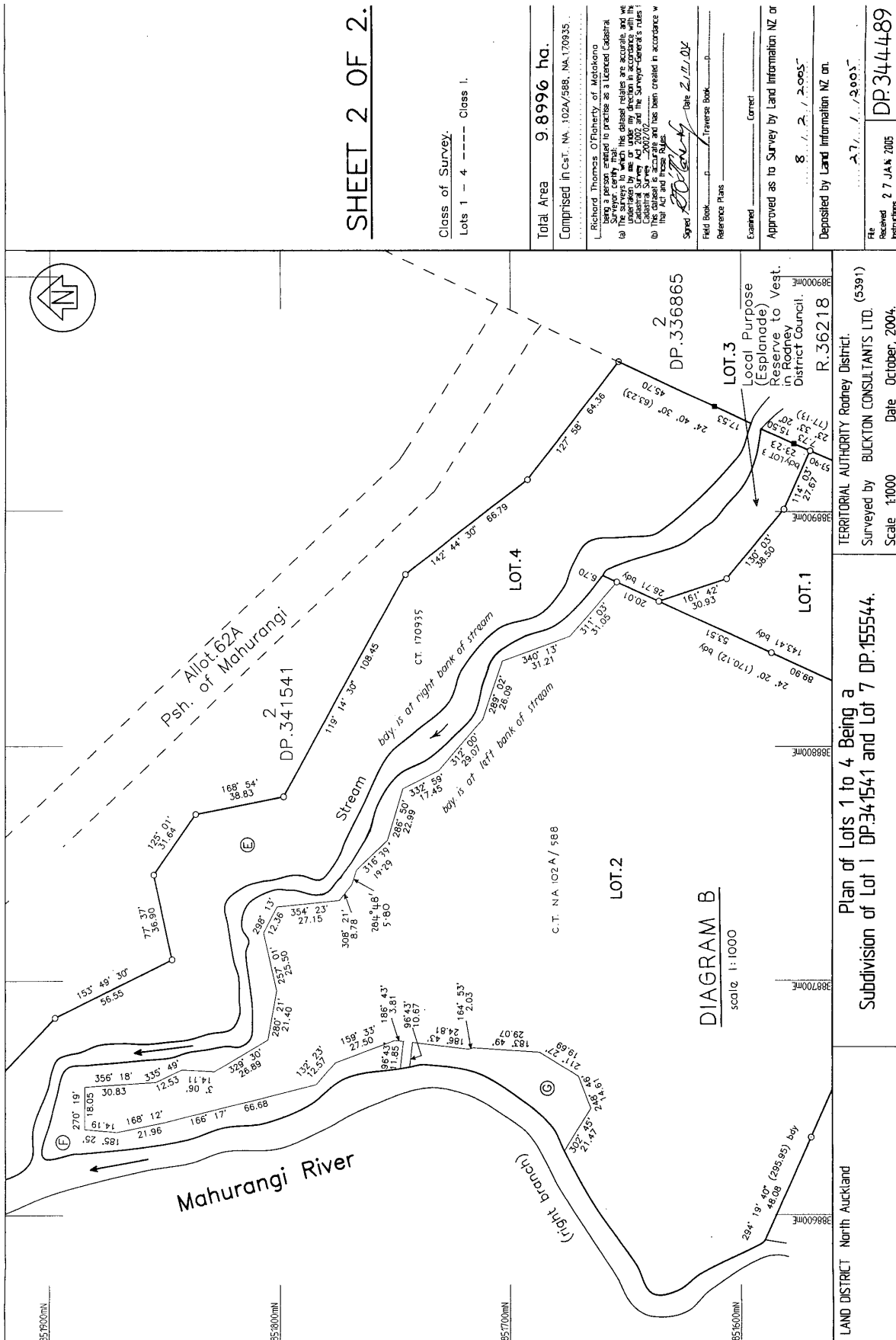
Identifier **182624**
Land Registration District **North Auckland**
Date Issued 27 January 2005

Prior References
170935

Estate	Fee Simple
Area	2030 square metres more or less
Legal Description	Lot 3 Deposited Plan 344489
Purpose	Local Purpose (Esplanade) Reserve
Registered Owners	
Auckland Council	

Interests
Subject to the Reserves Act 1977







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

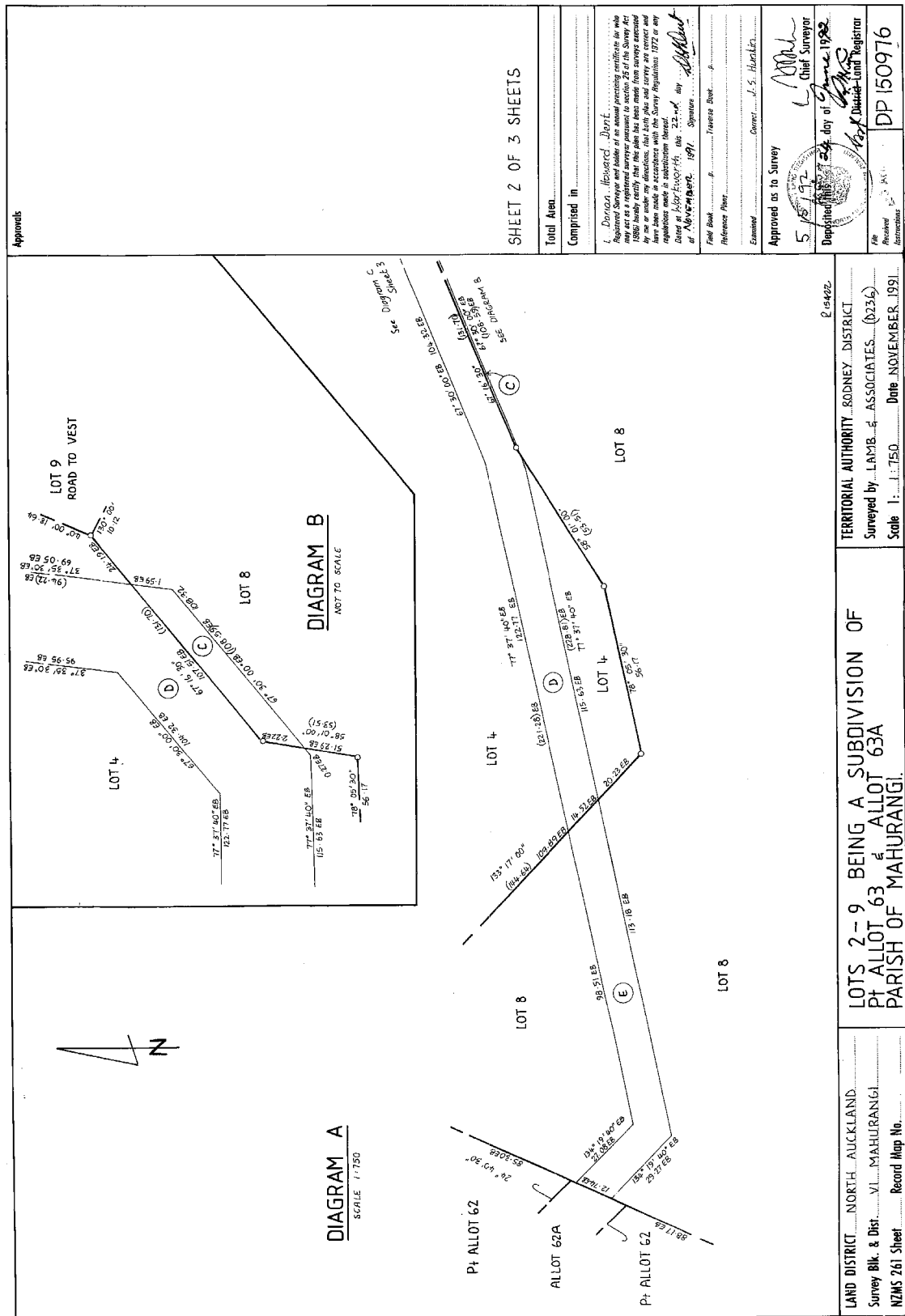
Identifier **NA90A/258**
Land Registration District **North Auckland**
Date Issued 24 June 1992

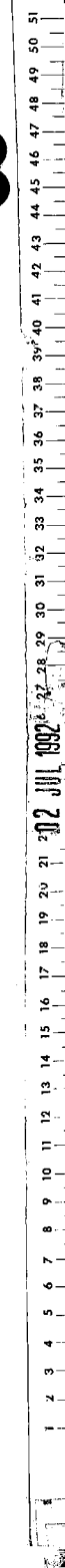
Prior References
NA35B/379 NA49C/1413

Estate Fee Simple
Area 2.8553 hectares more or less
Legal Description Lot 5 Deposited Plan 150976
Registered Owners
Aimin Huang and Qingquan Zheng

Interests
Land Covenant in Transfer C407337.2 - 25.8.1992 at 11.13 am

5	4	3	2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51
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RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R.W. Muir
Registrar-General
of Land

Identifier **102181**
Land Registration District **South Auckland**
Date Issued 18 July 2003

Prior References
88549

Estate Fee Simple
Area 7945 square metres more or less
Legal Description Lot 14 Deposited Plan South Auckland
88089

Registered Owners
Gregory James Smith and Paula Janeane Smith

Interests

B648254.2 Consent Notice pursuant to Section 221 (1) Resource Management Act 1991 - produced 1.3.2001 at 11.03 am and entered 5.3.2001 at 9.00 am

Appurtenant hereto are stockyards rights specified in Easement Certificate B648254.5 - produced 1.3.2001 at 11.03 and entered 5.3.2001 at 9.00 am

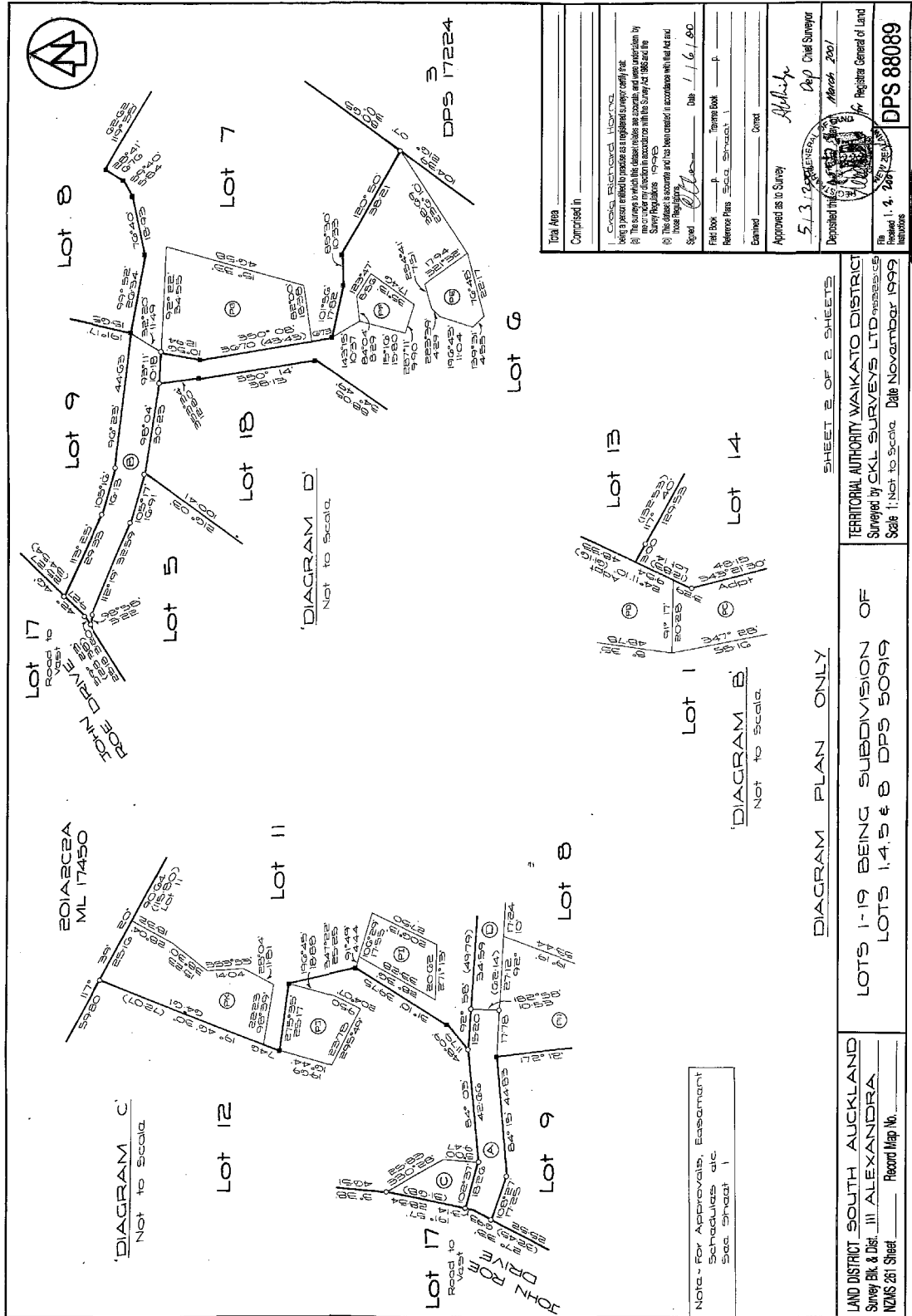
Land Covenant in Transfer B648254.6 - produced 1.3.2001 at 11.03 am and entered 5.3.2001 at 9.00 am

Fencing Covenant in Transfer B648254.6 - produced 1.3.2001 at 11.03 am and entered 5.3.2001 at 9.00 am

9200614.3 Mortgage to (now) Kiwibank Limited - 5.10.2012 at 3:17 pm



Miss Record Bureau Ltd. DATA CONVERSION





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




R.W. Muir
Registrar-General
of Land

Identifier **NA1008/250**
Land Registration District **North Auckland**
Date Issued 17 September 1951

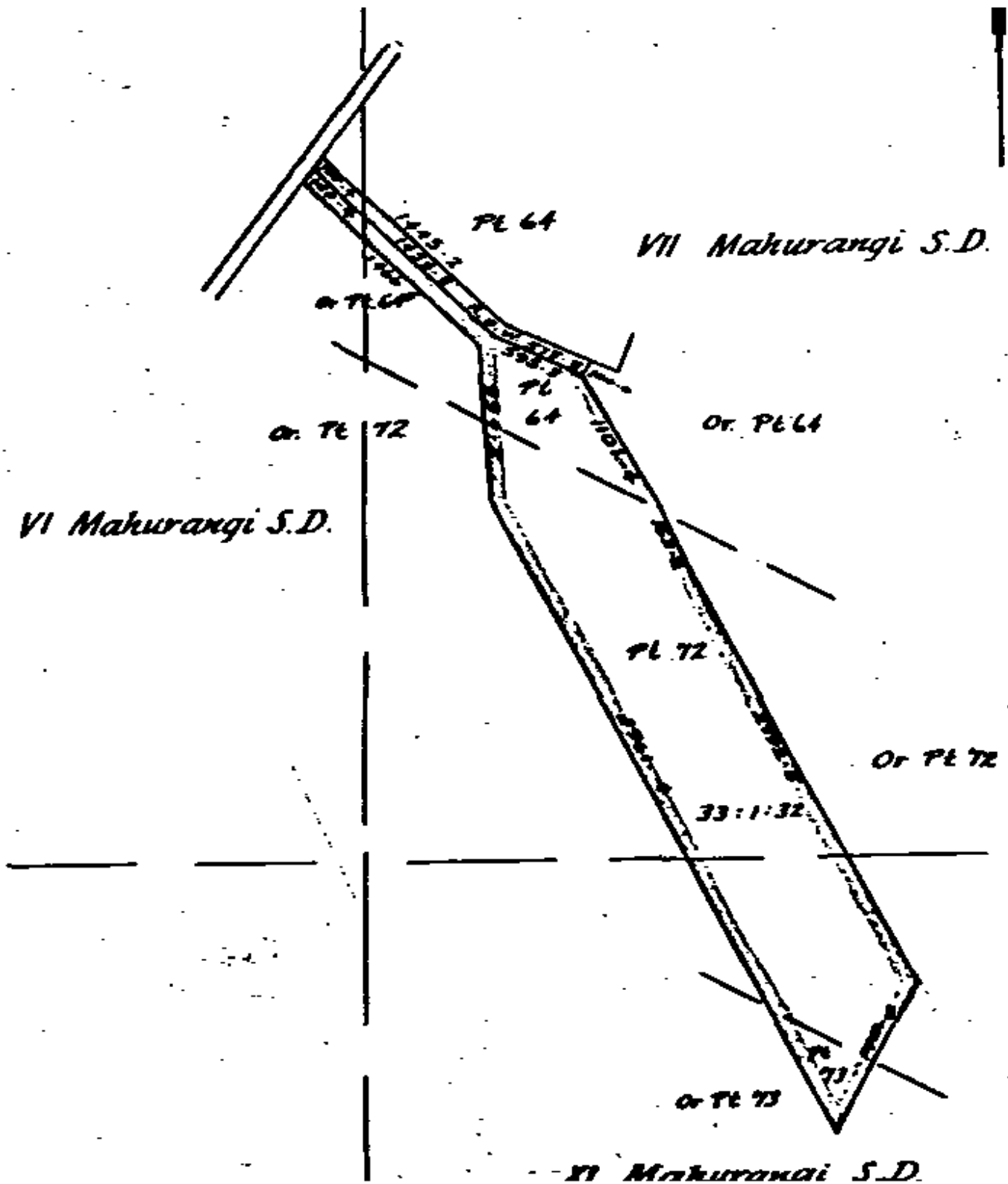
Prior References
NA545/2

Estate Fee Simple
Area 13.5367 hectares more or less
Legal Description Part Allotment 64 and Part Allotment
72-73 Parish of Mahurangi

Registered Owners
Stefan Nigel Richardson and Karen Garland Richardson

Interests

Appurtenant hereto is a right of way created by Conveyance 233624 (R215/571)
464508.1 Gazette Notice (NZ Gazette 3 November 1977 p. 2868) pursuant to Section 4 Public Works Amendment Act
1963 declaring the adjoining State Highway to be a limited access road - 29.11.1977 at 1.47 pm
12056929.2 Mortgage to ASB Bank Limited - 14.4.2021 at 11:30 am





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




R.W. Muir
Registrar-General
of Land

Identifier **NA68C/987**
Land Registration District **North Auckland**
Date Issued 07 December 1987

Prior References

NA31C/1294 NA3A/1248

Estate Fee Simple
Area 4.2509 hectares more or less
Legal Description Lot 2 Deposited Plan 119449

Registered Owners

Francis Ashley Hames, Kenneth Charles Hames and John Andrew Gray

Interests

Appurtenant hereto is a right of way created by Conveyance 233624

Subject to Section 59 Land Act 1948 (affects part)

Subject to Section 8 Coal Mines Amendment Act 1950 (affects part)

Appurtenant hereto are rights of way created by Transfer 191332.4

The easements created by Transfer 191332.4 are subject to Section 37 (1) (a) Counties Amendment Act 1961

464508.1 Gazette Notice (N.Z. Gazette No: 112 3.11.1977 page 2868) declaring the adjoining State Highway No: 1 to be a limited access road - 29.11.1977 at 1.47 pm

Appurtenant hereto is a right of way specified in Easement Certificate B761215.5 - 7.12.1987 at 11.10 am

The easements specified in Easement Certificate B761215.5 are subject to Section 309 (1) (a) Local Government Act 1974

D673151.1 Mortgage to ASB Bank Limited - 17.1.2002 at 3.30 pm

6697741.1 Variation of Mortgage D673151.1 - 20.12.2005 at 9:00 am

8435627.1 Variation of Mortgage D673151.1 - 19.3.2010 at 2:32 pm

1-10-11-12

CENTIMETRES

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51



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

Identifier **NA68C/986**
Land Registration District **North Auckland**
Date Issued 07 December 1987

Prior References

NA31C/1294 NA3A/1248 NA3D/1186

Estate Fee Simple
Area 3.9633 hectares more or less
Legal Description Lot 1 Deposited Plan 119449

Registered Owners

Anthony Thomas Snowden and Jacqueline Anne Snowden

Interests

Appurtenant hereto is a right of way created by Conveyance 233624

Subject to Section 59 Land Act 1948 (affects part)

Subject to Section 8 Coal Mines Amendment Act 1950 (affects part)

Appurtenant hereto are rights of way created by Transfer 191332.4

The easements created by Transfer 191332.4 are subject to Section 37 (1) (a) Counties Amendment Act 1961

464508.1 Gazette Notice (N.Z. Gazette No: 112 3.11.1977 page 2868) declaring the adjoining State Highway No: 1 to be a limited access road - 29.11.1977 at 1.47 pm

Subject to a right of way over part marked A on DP 119449 specified in Easement Certificate B761215.5 - 7.12.1987 at 11.10 am

The easements specified in Easement Certificate B761215.5 are subject to Section 309 (1) (a) Local Government Act 1974

7024762.1 Mortgage to Kiwibank Limited - 11.9.2006 at 9:00 am



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




R.W. Muir
Registrar-General
of Land

Identifier 1000429
Land Registration District North Auckland
Date Issued 18 November 2022

Prior References
NA47A/370

Estate Fee Simple
Area 19.4390 hectares more or less
Legal Description Lot 2 Deposited Plan 563173

Registered Owners

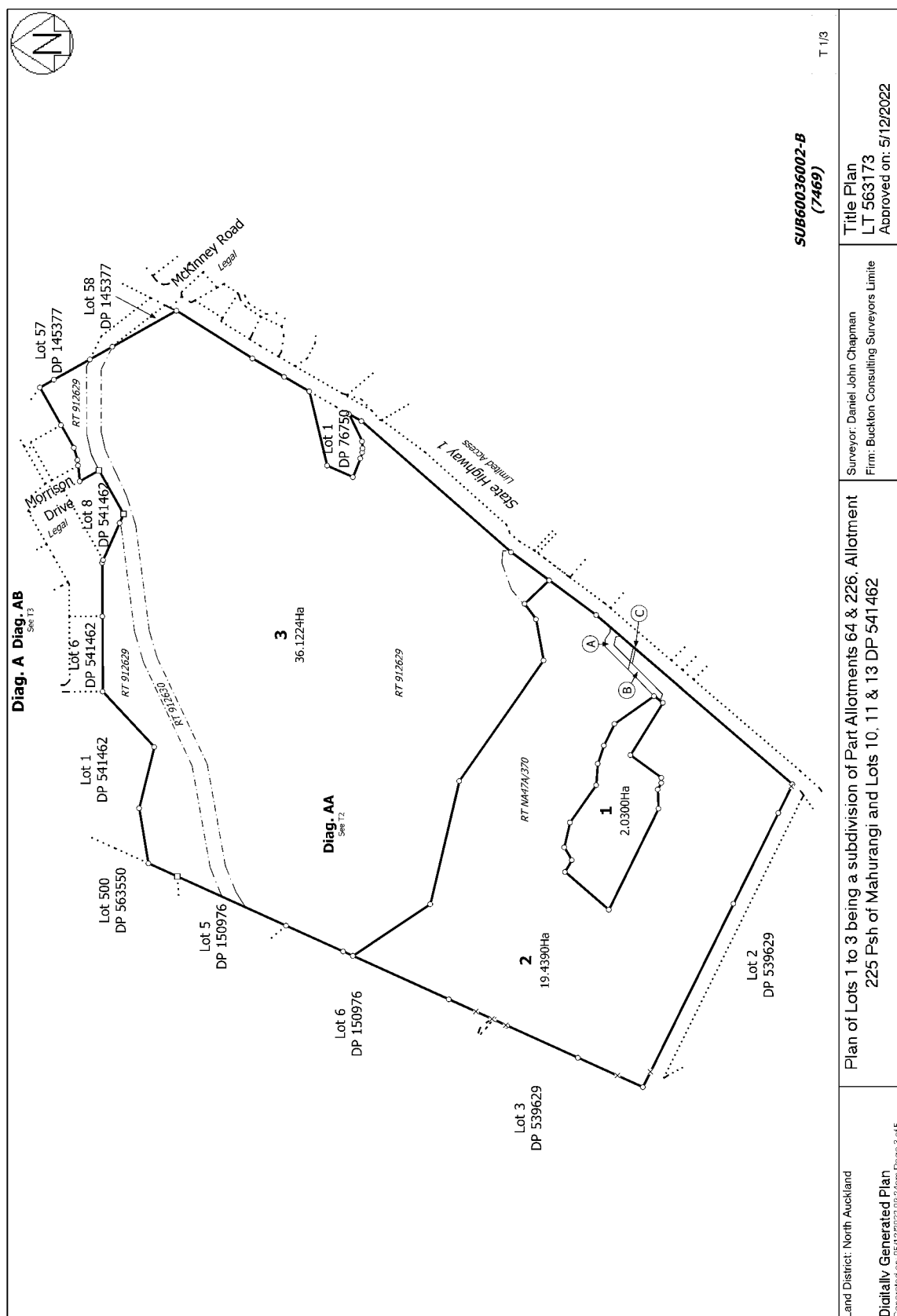
Thomas Douglas Morrison as to a 1/2 share
Robyn June Morrison as to a 1/2 share

Interests

464508.1 Gazette Notice (N.Z. Gazette 3.11.1977 p. 2868) declaring State Highway adjoining to be a limited access road - 29.11.1977 at 1.47 pm

Subject to a right of way over part marked A and B and a right to convey electricity and telecommunications over part marked B and C all on DP 563173 created by Easement Instrument 12603100.3 - 18.11.2022 at 3:04 pm

Some of the easements created by Easement Instrument 12603100.3 are subject to Section 243 (a) Resource Management Act 1991 (See DP 563173)



View Instrument Details



Instrument No	11674745.7
Status	Registered
Date & Time Lodged	13 August 2020 10:55
Lodged By	Stevenson, Roxanne June
Instrument Type	Building Act 2004 - Certificate Imposing Condition - s77(4)



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
902779	North Auckland
902780	North Auckland

Annexure Schedule Contains 1 Pages.

Signature

Signed by Dong-On Lee as Territorial Authority Representative on 11/08/2020 03:06 PM

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

Certificate imposing condition under section 75(2)



Section 77(1) and section 77(4) of the Building Act 2004

Land Registration District(s): North Auckland

C77

Computer register(s) of land on which building work is to be carried out

Unique identifier	All / Part	Legal description	Unique identifier(s) of Other Specified Allotment(s) to be included in any Transfer or Lease
902779	All	Lot 1 DP 539629 Lot 2 DP 539629	902780

Full name and signature of all Registered Proprietor/s

Full name (please print) <i>Surname to be underlined</i>	Signature	Signature date
Warkworth Estate Limited by its Directors:		
Name :William Arthur Endean		5/8/2020
Name :Claire Christine Endean		31/7/2020

A Building Consent is to be granted, subject to a condition under section 75 of the Building Act 2004, which the specified allotments must not be transferred or leased except in conjunction with (the) other allotment(s), as set out in the above table.

Dated this

05th day of August

2020

Signature:

Name:

Bashir Ahmed

Jason Wang

Designation / role:

Team Leader, Project Assessment
North/West

Manager, Project Assessment, central

Duly authorised to execute this form for and on behalf of the Auckland Council Building Consent Authority

View Instrument Details



Instrument No	11674745.8
Status	Registered
Date & Time Lodged	13 August 2020 10:55
Lodged By	Stevenson, Roxanne June
Instrument Type	Building Act 2004 - Certificate Imposing Condition - s77(4)



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
902781	North Auckland
902782	North Auckland
NA92D/742	North Auckland

Annexure Schedule Contains 1 Pages.

Signature

Signed by Dong-On Lee as Territorial Authority Representative on 11/08/2020 03:06 PM

*** End of Report ***

Certificate imposing condition under section 75(2)



Section 77(1) and section 77(4) of the Building Act 2004

Land Registration District(s): North Auckland

C77

Computer register(s) of land on which building work is to be carried out

Unique identifier	All / Part	Legal description	Unique identifier(s) of Other Specified Allotment(s) to be included in any Transfer or Lease
902781	All	Lot 3 DP 539629 Lot 4 DP 539629 Lot 3 DP 155544	902782 NA92D/742

Full name and signature of all Registered Proprietor/s

Full name (please print) <i>Surname to be underlined</i>	Signature	Signature date
Warkworth Estate Limited by its Directors:		
Name :William Arthur Endean		28/7/20
Name :Claire Christine Endean		28/7/2020

A Building Consent is to be granted, subject to a condition under section 75 of the Building Act 2004, which the specified allotments must not be transferred or leased except in conjunction with (the) other allotment(s), as set out in the above table.

Dated this

30th day of July

2020

Signature:

Name:

Bashir Ahmed

Richard Kaggwa

Designation / role:

Team Leader Project Assessment

Manager Project Assessment
(Acting)

Duly authorised to execute this form for and on behalf of the Auckland Council Building Consent Authority .

C388235.5 BON

IN THIS BOND given this 28th day of May 1992
the following expressions shall have the following meanings:

THE OWNER: WOODCOCKS HOLDINGS LIMITED at Warkworth

THE COUNCIL: THE RODNEY DISTRICT COUNCIL duly
constituted under the Local Government
Act 1974

THE SUM: TWO THOUSAND DOLLARS (\$2,000)

THE ESTATE: Fee simple

THE LAND: All that parcel of land containing
5.0384ha more or less being Lot 7
Deposited Plan 150976 and being part
allotment 63A Parish of Mahurangi and
being all the land comprised and
described in Certificate of Title
90A/260 (North Auckland Registry)
SUBJECT TO: Gas pipe easement in gross
and mortgage C047840.2.

KNOW ALL MEN BY THESE PRESENTS that the owner is held and
firmly bound to the Council in the sum to be paid to the
Council for which payment well and truly to be made the
owner binds itself firmly by these presents.

NOW THE CONDITION of the above-written bond is that if the
owner shall duly and punctually observe and perform all and
singular the covenants agreements and stipulations and
provisions contained and implied in the schedule hereunder
then this bond shall become void but otherwise shall remain
in full force and effect

And the owner HEREBY COVENANTS with the Council:

1. That in case of default being made in the performance and observance of the foregoing condition the sum shall be recoverable by the Council from the owner or when the owner is no longer the registered proprietor of the land then the registered proprietor for the time being of the land as liquidated damages in any court of competent jurisdiction.
2. The owner shall pay the costs of the Council and its solicitors for the preparation and registration of these presents and for the preparation and registration of any release hereof and any and all further costs incurred by the Council in exercising any of its rights powers or remedies hereunder.
3. In these presents where the context requires:
 - (a) The expression "the owner" and "the Council" shall include their respective executors administrators successors and assigns.
 - (b) Words importing one gender shall import all other genders.
 - (c) Words importing the plural or singular shall import the singular or plural respectively.
4. This bond shall create a continuing and running obligation on the part of the owner to observe and perform the said covenants agreements and stipulations contained and implied in the schedule hereunder and payment of the sum or any part thereof shall not exonerate the owner from the continuous compliance with the said covenants agreements and stipulations and demand for such payment by the Council in respect of any breach hereof.

In witness of which this agreement has been executed.

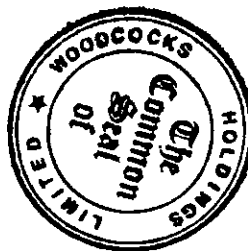
SCHEDULE

- (a) The owner covenants with the Council that during the term of 999 years from the date hereof the owner or its successor in title for the time being registered as proprietor of Lot 7 on Deposited Plan 150976 a copy of which is annexed hereto shall preserve the natural landscape trees and areas of bush now thereon within those parts of Lot 7 shown as the areas marked "G" and "H" on the said plan and shall not (without the prior written consent of the Council and then only in strict compliance with any conditions imposed by the Council) cut down damage or destroy any of such natural landscape trees or areas of bush or suffer or permit the cutting down damaging or destruction of any of such natural landscape trees or areas of bush and shall not do anything which would prejudice the health of any of such trees or bush. The owner shall be deemed to be not in breach of this covenant if any of such trees or bush shall die from fire or natural causes not attributable to any act or default by or on behalf of the owner or for which the owner is responsible.
- (b) That in the case of default being made in the performance and observance of the above covenants the sum of TWO THOUSAND DOLLARS (\$2,000) shall be recoverable by the Council upon demand from the owner or registered proprietor for the time being of the land as liquidated damages in any court of competent jurisdiction.

THE COMMON SEAL of)
WOODCOCKS HOLDINGS LIMITED)
was affixed in the)
presence of:)

[Handwritten signature]

[Handwritten signature] Director



~~Director/Secretary~~

[Handwritten mark]

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Guy Jordan HAYWARD
of Wellington in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated the 20th July 1990 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered C.190265.2
BLENHEIM (Marlborough Registry) and there numbered 154321
CHRISTCHURCH (Canterbury Registry) and there numbered 897782
DUNEDIN (Otago Registry) and there numbered 763508/1
GISBORNE (Poverty Bay Registry) and there numbered G.180796.1
HAMILTON (South Auckland Registry) and there numbered H.979266
HOKITIKA (Westland Registry) and there numbered 086662.1
INVERCARGILL (Southland Registry) and there numbered 179414.2
NAPIER (Hawkes Bay Registry) and there numbered 535231.1
NELSON (Nelson Registry) and there numbered 301615.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 374742.1
WELLINGTON (Wellington Registry) and there numbered B.102391

WESTPAC BANKING CORPORATION duly incorporated in the State of New South Wales of Commonwealth of Australia and having its principal place of business in New Zealand at 318-324 Lambton Quay Wellington and carrying on the business of banking appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. **THAT** at the date hereof I was Manager Legal of the said Bank.
3. **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **WESTPAC BANKING CORPORATION** or otherwise.

SIGNED at Wellington)
this 19th day of)
May 1992)



CONSENT OF MORTGAGEE

WESTPAC BANKING CORPORATION being the mortgagee under and by virtue of memorandum of mortgage no. C047840.2 (North Auckland Registry) HEREBY CONSENTS to the foregoing bond and undertakes that in the event of the said mortgagee exercising any of the mortgagee's rights powers and remedies under the said mortgage it shall do so subject to the provisions of the foregoing bond.

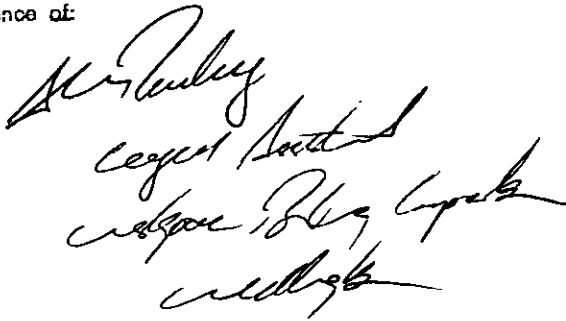
DATED this 19th day of May 1992.

Signed by

~~Westpac~~ Westpac Banking Corporation

By its Attorney/s GUY JORDAN HAYWARD
in the presence of:

~~Westpac~~ Westpac Banking Corporation
BY ITS ATTORNEY/S



Handwritten signatures of witnesses, including "Guy Jordan Hayward" and others.

Subject to the granting or reserving of the ~~rights~~ ^{securities} shown in the memorandum endorsed hereon.

Pursuant to a resolution of the Railway District Council, passed on the 10th day of February, 1932 approving pursuant to Section 335 of the Local Government Act 1914, this survey plan and certifying that the survey plan is in accordance with the requirements and provisions of the operative District Scheme and the proposed New District Scheme for the area to which the survey plan relates the common seal of the Railway District Council was affixed hereto in the presence of

Kimberlin
 For Mayor
 P. H. Garrett
 For General Manager

Existing Easement in gross	
Shown	Created by Purpose

	(A)	(B)	(C)			
				5. 694131.1	Gas	Aspholite.

	Memorandum of Understanding	
	Service	Dominant

Lot	Tenement	Tenement	Lot
202	(F)	lot 6	lot 1

SHEET 1 OF 3 SHEETS

[illegible]

Total Area 46 1363 ha

Comprised in CT's 49C/1413... 49D (BAL)
35B/379 (ALL)

1. *Dorian Howard, Dent.*
Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1969, hereby certify that the plan has been made from surveys executed by one or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any amendments made in substitution thereof.

Present at Warterworth... the 22nd... day...
of November... 1891...
Signature... *W. B. Burt*

<i>Field Book</i>	<i>P.</i>	<i>Inverse Book</i> ..	<i>P.</i>
-------------------------	-----------------	------------------------	-----------------

[illegible]

DATE	TO WHOM	BY	AMOUNT	REMARKS
1911	10	10	10	10
1912	10	10	10	10
1913	10	10	10	10
1914	10	10	10	10
1915	10	10	10	10
1916	10	10	10	10
1917	10	10	10	10
1918	10	10	10	10
1919	10	10	10	10
1920	10	10	10	10
1921	10	10	10	10
1922	10	10	10	10
1923	10	10	10	10
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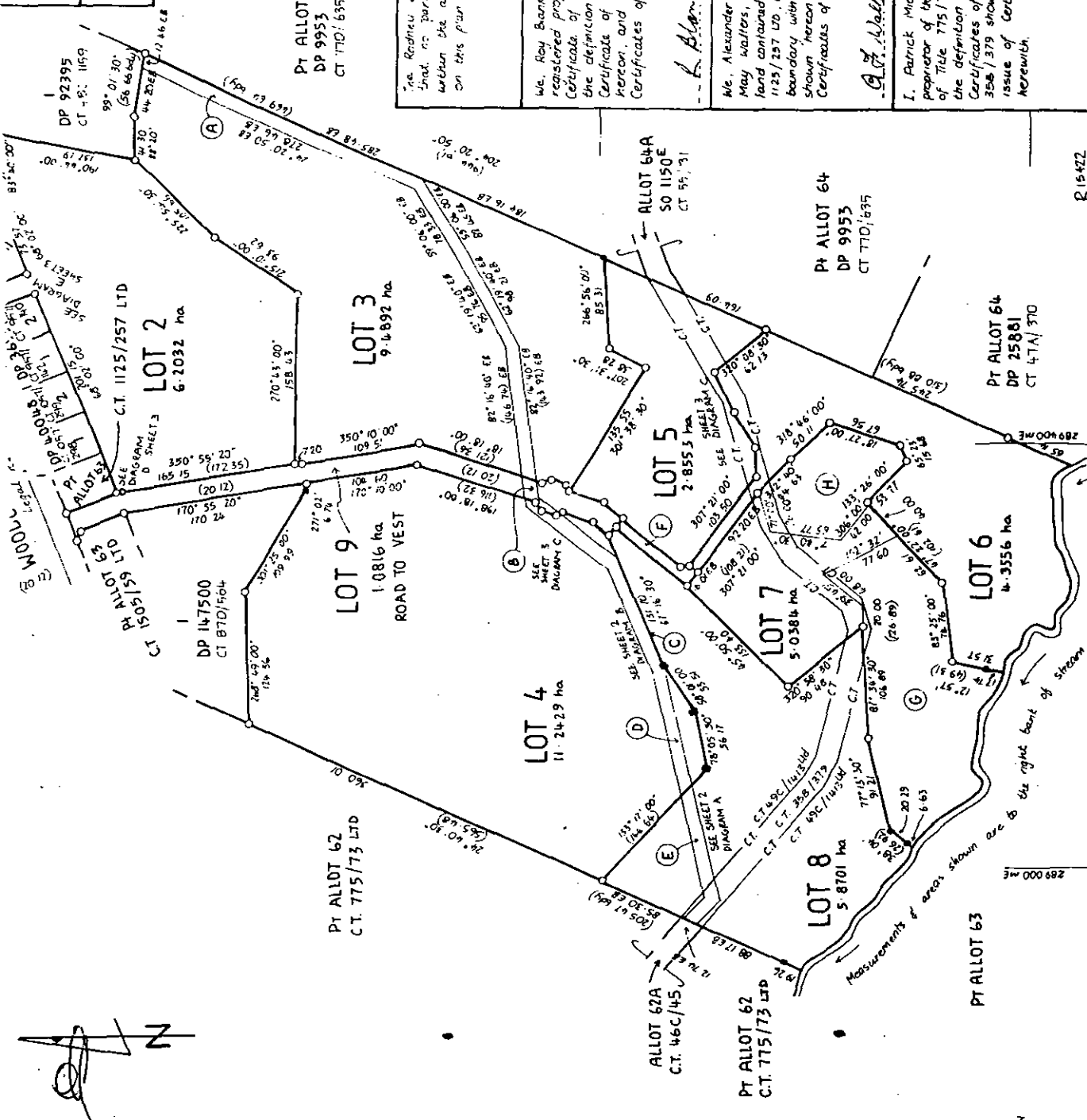
1

Chief Surveyor

Full featured

District Land Registrar

Received



TERRITORIAL AUTHORITY RODNEY ... DISTRICT

Surveyed by LAMB & ASSOCIATES (D236)

Scale 1. 1:2000. Base map scale 1:2500.

LOTS 2-9 BEING A SUBDIVISION OF

Pt ALLOT 63 & ALLOT 63A

PARISH OF MAHURANGI.

3 NORTH AUCKLAND

Dist. VI MAHURANGI.

Record Map No. 2 VI. MAHURANGI

BOND under section 291 Local
Government Act 1974

Correct for the purposes
of the Land Transfer Act
1952

WOODCOCKS HOLDINGS LIMITED

The Owner

M. Macdonald

Solicitor for the Council

THE RODNEY DISTRICT COUNCIL

The Council

Particulars entered in the
Register as shown in
respect of the land
referred to herein

Assistant - Land Registrar
North Auckland

SIMPSON GRIERSON BUTLER WHITE
SOLICITORS
AUCKLAND

SP
BOND (2)



10.26 24 JUN 92 C 383265
92/260
PARTICULARS ENTERED IN
LAND TRANSFER ACT 1952
RECORD
NORTH AUCKLAND
3768X, 105
LAND REGISTRAR



AUCKLAND DISTRICT LAW SOCIETY

Order for new Computer Register

OCT 6291643.3 Order for

Cpy - 01/01, Pgs - 011, 27/01/05, 11:58



DocID: 311778015

To the Registrar - General of Land

Please issue a new computer register in the name of

RODNEY DISTRICT COUNCIL

for

Lot(s)	Deposited Plan	Computer Register(s)
Lot 3	DP 344489	182624

being ~~all~~ balance/part of the land included in Computer Register(s)

~~1027/588 and~~ 170935

for

NORTH AUCKLAND

Registration District

Dated this 26th day of

2005.

[Solicitor for] the Registered Proprietor

*Delete as appropriate

REF: 4090 - AUCKLAND DISTRICT LAW SOCIETY



AUCKLAND DISTRICT LAW SOCIETY

Order for new Computer Register

BARCODE

To the Registrar - General of Land

Please issue a new computer register in the name of

DAVID MATCHETT ALFRED CASHMORE, VIRGINIA HUME CLARK and PETER
ALEXANDER HERDSON

for

Lot(s)	Deposited Plan	Computer Register(s)
1/6th share Lot 11 and Lot 1	DP 155544 DP 344489	182622
1/6th share Lot 11 and Lot 2	DP 155544 DP 344489	182623

being ^{part} ~~the whole~~ of the land included in Computer Register(s)

~~1021/500~~ and 170935

for **NORTH AUCKLAND** Registration District

Dated this 21st day of

2005.

[Solicitor for] the Registered Proprietor

*Delete as appropriate

REF: 4090 - AUCKLAND DISTRICT LAW SOCIETY


ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Andrew Mark McLean of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of Acting Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Andrew Mark McLean

SIGNED at Auckland this day of **21 DEC 2004** 200

ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

Easement Instrument

Page of Pages

[Insert type of Instrument]

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

ASB Bank Limited

Mortgagee pursuant to
M.6111542.2

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to:

Deposit of Plan 344489 and the vesting of Lot 3 thereon in
Rodney District Council as local purpose (Esplanade Reserve)

Dated this

day of

21 DEC 2004 20

Attestation

<p>SIGNED by ASB BANK LIMITED by its Attorney ANDREW MARK MCLEAN</p> <p>without prejudice to the rights and powers existing under the interest of the Consignor</p> <p>in the presence of: Witness: Bank Officer, ALEX Aiono AUCKLAND</p> <p>Signature [Common seal] of Person giving consent</p>	<p>Signed in my presence by the Person giving consent</p> <p>Signature of Witness _____</p> <p>Witness to complete in BLOCK letters (unless legibly printed):</p> <p>Witness name _____</p> <p>Occupation _____</p> <p>Address _____</p>
---	--

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

CASHMORE - CLARK #71
30915 - 0200452

ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

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Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of Acting Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Andrew Mark McLean

SIGNED at Auckland this

day of

21 DEC 2004 200

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Land Transfer Act 1952 section 238(2)

Easement Instrument

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Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

ASB Bank Limited

Mortgagee pursuant to
M.6111542.2

Consent

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State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent.]

the Person giving consent hereby consents to:

Consent Notice to protect bush/vegetation on areas E, F &
G, DP 344489

Dated this

day of

21 DEC 2004 20

Attestation

SIGNED by ASB BANK LIMITED by its Attorney

ANDREW MARK MCLEAN

without prejudice to the rights and powers existing
under the interest of the Consentor

in the presence of:

Witness:

Bank Officer, AUCKLAND

Alex Alono

Signature [Common seal]
of Person giving consent

Signed in my presence by the Person giving consent

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed):

Witness name

Occupation

Address

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

~~Easement Instrument~~

Page of Pages

[Insert type of Instrument]

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent
(eg. Caveator under Caveat no.)

PATRICK MICHAEL O'CALLAGHAN

Mortgagee under & by virtue
of M 6255205.7

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to:

Consent Notice to protect bush/vegetation on areas E, F &
G, DP 344489

Dated this

25th day of

January

2005.

Attestation

Signed in my presence by the Person giving consent

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed):

Witness name DAVID RAY LAKE

Occupation SURVEYOR

Address WELLSFORD

Signature [Common seal]
of Person giving consent

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

Page of Pages

~~Easement Instrument~~

[Insert type of Instrument]

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

PATRICK MICHAEL O"CALLAGHAN

Mortgagee under and by virtue
of M 6255205.7

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

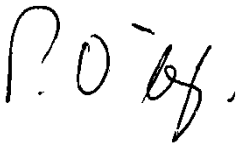
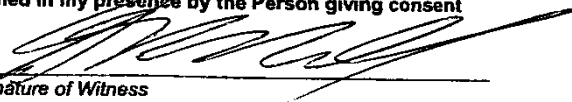
[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to:

Deposit of Plan 344489 and the vesting of Lot 3 thereon in
Rodney District Council as local purpose (Esplanade Reserve)

Dated this 25th day of January 2005

Attestation

	Signed in my presence by the Person giving consent 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name <u>DAVID ROY ROLFE</u> Occupation <u>SOLICITOR</u> Address <u>WELLSFORD</u>
Signature [Common seal] of Person giving consent	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

Easement Instrument

Page 5 of 5 Pages

[Insert type of Instrument]

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

PATRICK MICHAEL O'CALLAGHAN

Mortgagee under and by virtue
of M 6255205.7

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to:

Easement Instrument granting right of way, right to convey electric power, telecommunications and computer media over areas marked B, C and D on DP 344489 (Servient tenement Lot 2 DP 344489; Dominant tenement Lot 1 DP 344489)

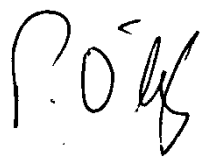
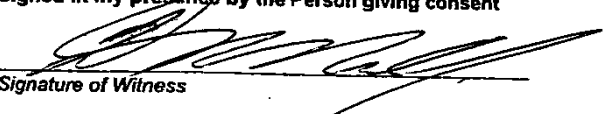
Dated this

25th day of

July

2008.

Attestation

	Signed in my presence by the Person giving consent
	 Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed):
	Witness name DAVID ROY KATZ
	Occupation SOLICITOR
	Address WELLSFORD
Signature [Common seal] of Person giving consent	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

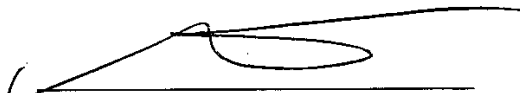
ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Andrew Mark McLean of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of Acting Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Andrew Mark McLean

SIGNED at Auckland this day of **21 DEC 2004** 200

ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

Easement Instrument

Page **4** of **5** Pages

[Insert type of instrument]

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

ASB BANK Limited

Mortgagee pursuant to
M.6111542.2

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to:

Easement Instrument granting right of way, right to convey electric power, telecommunications and computer media over areas marked B, C and D on DP 344489 (Servient tenement Lot 2 DP 344489; Dominant tenement Lot 1 DP 344489)

Dated this

day of

20

21 DEC 2004

Attestation

<p>SIGNED by ASB BANK LIMITED by its Attorney ANDREW MARK MCLEAN</p> <p>without prejudice to the rights and powers existing under the interest of the Consentor</p> <p>in the presence of: Witness: Bank Officer, ALEX AIONO AUCKLAND</p> <p>Signature [Common seal] of Person giving consent</p>	<p>Signed in my presence by the Person giving consent</p> <p>_____ <i>Signature of Witness</i></p> <p>Witness to complete in BLOCK letters (unless legibly printed):</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
--	--

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Terranet document ordering service

Document, Interest, Instrument: 6291643.2

Billing Code: Endeans

CoreLogic Reference: 2934824/1

Processed: 11 March 2021

Sourced from Terranet, a CoreLogic solution. For any queries about this document or this service please call 0800 355 355 or email documentordering@corelogic.co.nz.

Pursuant to Section 221 of the Resource Management Act 1991 **THE RODNEY DISTRICT COUNCIL HEREBY GIVES NOTICE** that its subdivision consent given in respect of the land in the Second Schedule as shown on Land Transfer Plan 344489 is conditional inter alia upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Third Schedule hereto with the conditions set forth in the First Schedule hereto.

FIRST SCHEDULE

(bush protection) The existing native bush to be protected on Lots 2 and 4 (Areas marked E, F & G) shall be protected in perpetuity to the satisfaction of the Consents Manager.

The owners, or their successors in title for the time being, of the above lots:

- Shall preserve the natural landscape trees, vegetation and areas of bush now thereon within that part of each lot identified as such on the survey plan; and
- Shall not (without the prior written consent of the Council and then only in strict compliance with any conditions imposed by the Council) cut down, damage or destroy, or permit the cutting down, damaging or destruction of, any of such natural landscape trees, vegetation or areas of bush; and
- Shall not do anything that would prejudice the health of any of such natural landscape trees, vegetation or areas of bush; and
- Shall control all noxious plants and animals within the identified part of each lot; and
- Shall maintain a stock-proof fence as approved by the Council around the perimeter of the identified part of each lot.

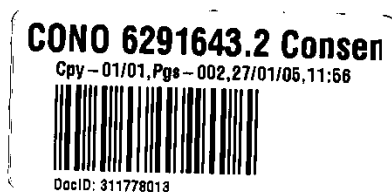
The owners shall be deemed not to be in breach of this covenant if any of such trees, vegetation or bush die from fire or natural causes not attributable to any act or default by or on behalf of the owners and for which the owners are responsible. Failure to comply with this condition may result in enforcement action being taken by the Council under the Resource Management Act 1991 to ensure full compliance and the continuing protection of the bush.

The owners shall pay to the Council the fair and reasonable costs incurred by the Council in monitoring this condition at not less than two-yearly intervals, unless required otherwise by a legitimate complaint. The owners will be advised of the costs, assessed under the Council's Schedule of Fees and Charges, as they fall due.

(Weed and pest control) The landowners for the time being shall implement the Weed and Pest Control Plan approved under condition 3.(f).

SECOND SCHEDULE

An estate in fee simple in 9.8996 hectares more or less being Lot 1 DP 314541 and Lot 7 DP 155544 comprised in Certificates of Title NA102A/588 and NA170935 North Auckland Land Registry.



THIRD SCHEDULE

Lots 2 and 4 DP 344489 totalling 8.6960 hectares in area.

DATED this 13th day of January 2005.

SIGNED for and on behalf of)
the RODNEY DISTRICT COUNCIL)



Authorised Officer

SCHEME PLAN: R 36218



View Instrument Details

Instrument No.	9169377.2
Status	Registered
Date & Time Lodged	30 Aug 2012 10:32
Lodged By	Hinchco, Linda Susan
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
575619	North Auckland

Annexure Schedule: Contains 1 Page.

Signature

Signed by William Arthur Endean as Territorial Authority Representative on 31/08/2012 01:44 PM

*** End of Report ***



IN THE MATTER

of a Plan lodged for
Deposit under
Number 451512

Pursuant to Section 221 of the Resource Management Act 1991 THE AUCKLAND COUNCIL HEREBY GIVES NOTICE that its subdivision consent given in respect of the land in the Second Schedule as shown on Land Transfer Plan 451512 is conditional inter alia upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Third Schedule hereto with the conditions set forth in the First Schedule hereto.

FIRST SCHEDULE

(stormwater neutrality) At the time of building consent for any building on Lot 2, the consent holder shall provide to the Consents Engineer, a report prepared by a Chartered Professional Engineer in terms of the requirements of the document "Management of Stormwater in Countryside Living (Rural and Town) Zones - A Toolbox of Methods" detailing the proposed methods of mitigating the effects of the development on stormwater discharge from the site.

Once the written approval of the report is received, the collection and disposal system shall be installed prior to the erection of any buildings, or other development works on the site, and shall thereafter be maintained to the specified capacity and standard in perpetuity.

SECOND SCHEDULE

An estate in fee simple being Lots 1 and 2 DP 411024 and Lot 1 DP 408406 comprised in Certificates of Title 441211, 441210 and 430397.

THIRD SCHEDULE

Lot 2 DP 451512 totalling 2.0277 hectares in area.

DATED this 19th day of April 2012.

SIGNED for and on behalf of
the AUCKLAND COUNCIL

Authorised Officer

RESOURCE CONSENT: R58028



View Instrument Details

Instrument No. 11674745.5
Status Registered
Date & Time Lodged 13 Aug 2020 10:55
Lodged By Stevenson, Roxanne June
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
902779	North Auckland
902780	North Auckland
902781	North Auckland
902782	North Auckland

Annexure Schedule Contains 2 Pages.

Signature

Signed by Claire Christine Endean as Territorial Authority Representative on 12/08/2020 02:21 PM

*** End of Report ***

IN THE MATTER

of a Plan lodged for
Deposit under
Number 539629

Pursuant to Section 221 of the Resource Management Act 1991 THE AUCKLAND COUNCIL HEREBY GIVES NOTICE that its subdivision consent given in respect of the land in the Second Schedule as shown on Land Transfer Plan 539629 is conditional inter alia upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Third Schedule hereto with the conditions set forth in the First Schedule hereto.

FIRST SCHEDULE

Building restrictions Lots 1 and 2 shall be retained in common ownership for the period which the temporary buildings consented under LUC60313231 are retained on site , or until the temporary buildings on Lot 1 are removed or provided with a separate consented wastewater system located fully within the boundaries of Lot 1.

Lots 3 and 4 shall be retained in common ownership for the period which the temporary buildings consented under LUC60313231 are retained on site, or until the temporary buildings on Lot 4 are removed or provided with a separate consented wastewater system located fully within the boundaries of Lot 4.

Building restrictions Any buildings erected on Lots 1 to 4 shall be subject to the requirements of the Geotech Report prepared by Riley, ref: 160422-C, dated 11 December 2017, and any subsequent reports. Copies of the said plan and report(s) will be held at the offices of the Council, Centreway Road, Orewa.

Building restrictions – stormwater control All stormwater from buildings and paved areas shall be collected and disposed of in accordance with the Flood Assessment report prepared by Riley, ref: 160422-B, dated 6 December 2017. The collection and disposal system shall be installed in conjunction with the erection of any buildings and shall thereafter be maintained to the specified capacity and standard in perpetuity.

Firefighting supply Upon the construction of a habitable buildings/units on Lots 1 to 4, sufficient water volume shall be provided in accordance with NZFS Fire Fighting Water Supplies CoP SNZ 4509:2008 and that this water supply be accessible for firefighting purposes. Should the water supply be provided by way of tank storage, this storage must be located a safe distance away from any habitable dwelling in accordance with the above CoP.

SECOND SCHEDULE

An estate in fee simple being Lots 1, 3 and 4 DP 451512 and Part Lot 1 DP 35006 comprised in Records of Title NA12D/906, 575621, 575620 and 575618.

THIRD SCHEDULE

Lots 1 to 4 DP 539629.

DATED this 17th day of December 2019.

SIGNED for and on behalf of the AUCKLAND COUNCIL



Authorised Officer

RESOURCE CONSENT: CCT90080640



Waikato District
COUNCIL

B648254.2
CONC

CONSENT NOTICE PURSUANT TO SECTION 221 RESOURCE MANAGEMENT ACT 1991

The Registrar General of Land
South Auckland Land Registry

IN THE MATTER

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

and

IN THE MATTER

of a subdivision Consent pursuant to
Sections 105, 108, 220, and 221 of the
Resource Management Act 1991

PURSUANT to section 252(1)(a) of the Local Government Act 1974, I, WARWICK LESLIE BENNETT Chief Executive of THE WAIKATO DISTRICT COUNCIL, hereby certify that by way of delegated authority conferred on Council Officers under Section 34(4) of the Resource Management Act 1991 the following Notice should be registered on the Certificates of Title for Lots 1 to 16 and Lot 18 on Deposited Plan S. 88089 being a subdivision of Lots 1,4,5, & 8 on Deposited Plan S. 50919 comprised in Certificates of Title 48B/525, 48B/527, 60B/440 and 60B/441(South Auckland Registry).

THE Owner of the land (as defined in the Resource Management Act 1991) shall, on a continuing basis, ensure that:

In respect of Lots 1 to 16 and 18:

- 1 Any ponding of stormwater at the top of all slopes be prevented and there shall be no concentrated flows of stormwater, such as discharges from stormwater pipes, over gully banks.

In respect of Lots 1,2,6,7,8,11,12 and 15:

- 2 The ongoing management and maintenance of the dams be carried out by the owner of the Lot on which the dam is located, in accordance with the Management Plan for Existing Earth Dam Structures prepared by Mark T Mitchell Ltd, Geotechnical Engineer, dated 16 March 2000. A copy of this report can be obtained from the offices of the Waikato District Council.

A handwritten signature in black ink, appearing to be 'W. Bennett', located at the bottom right of the page.



Waikato District
COUNCIL

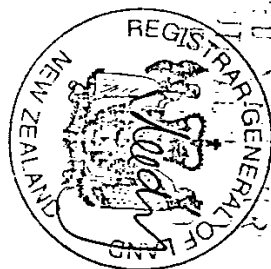
- 3 The recommendations concerning geotechnical assessment and dam stability contained in the report prepared by Mark T Mitchell, Registered Engineer, and dated 28 August 1997, be observed. A copy of this report can be obtained from the offices of the Waikato District Council.
- 4 Any effluent disposal fields be located as far as practicable away from ponding areas.
- 5 The maintenance and inspection programme for the Domestic on-site Wastewater Treatment and Disposal, prepared by CKL Surveys Limited, and dated 23 June 2000, be complied with. A copy of the programme can be obtained from the offices of the Waikato District Council.

DATED at Ngaruawahia this 3rd day of July 2000


WARWICK LESLIE BENNETT
Principal Administrative Officer

PRODUCED 11.03.01.MAR01 B 648254.2
ENTERED 5.3.2001 at 9.00

PARTICULARS ENTERED
LAND REGISTRY
FOR REFERENCE



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View Instrument Details

Instrument No.	10888032.2
Status	Registered
Date & Time Lodged	11 Sep 2017 15:31
Lodged By	Freestone, Lynley
Instrument Type	Covenant (All types except Land covenants)

Toitu te
Land *whenua*
Information
New Zealand



Affected Computer Registers	Land District
NA90A/259	North Auckland

Annexure Schedule: Contains 5 Pages.

Signature

Signed by William Arthur Endean as Grantor/Grantee Representative on 08/09/2017 12:51 PM

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

DATED

7 September

2017

JUNG JA PARK
("Owner")

AUCKLAND COUNCIL
("Council")

**COVENANT UNDER SECTION 108 RESOURCE
MANAGEMENT ACT 1991**

DAWSONS
LAWYERS & NOTARIES

PO Box 38443, Ellerslie, Auckland 2042
Phone: 272 0042 Fax 272 0041


**COVENANT UNDER SECTION 108
RESOURCE MANAGEMENT ACT 1991**

JUNG JA PARK

The Owner

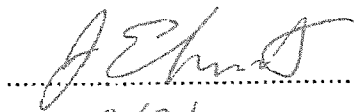
AUCKLAND COUNCIL

The Council



Correct for the purposes of the Land Transfer Act 1952

Signed for and on behalf of Auckland Council



..... Authorised Signatory

Date: 8/9/2017

THIS DEED is made this 7th day of SEPTEMBER 2017

BETWEEN JUNG JA PARK ("Owner")

AND AUCKLAND COUNCIL ("Council")

BACKGROUND

- A. The Owner is the registered proprietor of the Land.
- B. The Council has granted the Consent for OREWA DEVELOPMENTS LIMITED (ODL) to carry out a development on its Land being Lots 3 and 12, DP 310813 and Lot 4, DP 105978 on the condition, amongst other things, that the Owner enters into this covenant and registers it against the title to the Land.
- C. This deed is entered into as a covenant under section 108(2)(c) of the Resource Management Act 1991.

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this deed unless the context indicates otherwise:

"Council" means Auckland Council and its successors as territorial authority of the district where the Land is situated;

"Consent" means the resource consent granted by the Council dated 6 July 2017 (file reference SUB 60035747-D);

"Covenant Area" means area marked "S" on the Title Plan LT 514515 (a copy of which is attached);

"Land" means land being Lot 6, DP 150976 in certificate of title NA90A/259 (North Auckland Registry);

"Operative Date" means the date of registration of this deed at Land Information New Zealand; and

"Owner" means the owner named in this deed and includes the Owner's successors but only as they are registered proprietor of the Land.

2. COVENANTS

- 2.1 The Owner accepts the requirements of the Council under the Resource Management Act 1991 as set out in the Consent.

2

- 2.2 The Owner will from the Operative Date at the Owner's cost and to the Council's reasonable satisfaction comply with the covenants set out in the Schedule.

3. POWERS NOT AFFECTED

- 3.1 Nothing in this deed is to be treated as limiting any other rights or powers which the Council may have under any statute, bylaw or regulation except as expressly provided in this deed.
- 3.2 The Owner's liability under this deed will not be affected by any delay, extension of time, forbearance or waiver by the Council, or by any failure or neglect by the Council to enforce any of the covenants.

4. COSTS

The Owner will meet the costs of preparing and registering this deed.

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

SIGNED by the said **JUNG JA PARK** in the presence of:

Signature of witness

Occupation

Address

한정자

SCHEDULE (covenants)

1. The Owner must maintain the trees, shrubs and bushes ("Plantings") on the Covenant Area so they exhibit strong, healthy, new growth and must not:
 - 1.1. cut down, trim, remove, burn, damage, destroy or allow the cutting down, trimming, removing, burning, damaging or destroying of any of the Plantings without the prior consent of the Council and then only in strict compliance with any conditions imposed by the Council; or
 - 1.2. do anything which would affect the health of any of the Plantings.
2. The Owner will not be in breach of the covenant in clause 1 above if any of the Plantings die from fire or natural causes not caused by any act or default by or on behalf of the Owner or for which the Owner is responsible.
3. The Owner will consult with the Council if the Owner is of the opinion that a Planting on the covenant area:
 - 3.1. is dangerous and/or hazardous; or
 - 3.2. has been damaged or destroyed to the extent that the Planting will not survive; or
4. If the Council is satisfied that the state of the Planting is such that it is not practical to leave the Planting in its current condition then the Owner will, at the direction of the Council, remove the Planting from the Covenant Area. The Owner is responsible for all costs relating to the Council's directions and the removing of any Planting.
5. The Owner will replace any Planting which has been damaged or destroyed with a Planting which is categorised as an eco-sourced specimen Planting. The replacement Planting will be planted by the Owner during the months of April to October and the Owner will seek and follow the direction of the Council as to the method of and placement of planting. The Owner will take all measures possible to ensure the survival of the replacement Planting.
6. The Owner will remove all weeds from the Covenant Area on a regular basis to the Council's satisfaction.
7. The Owner will ensure the Covenant Area is at all times kept free of feral animals by eradicating such animals found on the Covenant Area to Council's satisfaction.
8. The Owner will ensure the Covenant Area is at all times protected by a stock proof fence.
9. Any officer or authorised agent of the Council may obtain access onto the Land to examine and record the condition of the Plantings or to carry out protection or maintenance work on the Plantings. Before doing so, the Council or its officer or agent is to consult with the Owner.



View Instrument Details

Instrument No.	10888032.1
Status	Registered
Date & Time Lodged	11 Sep 2017 15:31
Lodged By	Freestone, Lynley
Instrument Type	Covenant (All types except Land covenants)

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Land *whenua*
Information
New Zealand



Affected Computer Registers	Land District
575620	North Auckland
575621	North Auckland

Annexure Schedule: Contains 5 Pages.

Signature

Signed by William Arthur Endean as Grantor/Grantee Representative on 08/09/2017 12:10 PM

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

DATED

25 August

2017

WARKWORTH ESTATE LIMITED
("Owner")

AUCKLAND COUNCIL
("Council")

**COVENANT UNDER SECTION 108 RESOURCE
MANAGEMENT ACT 1991**

DAWSONS
LAWYERS & NOTARIES

PO Box 38143, Howick, Auckland 2143
Phone: 272 0002 Fax 272 0001

**COVENANT UNDER SECTION 108
RESOURCE MANAGEMENT ACT 1991**

WARKWORTH ESTATE LIMITED

The Owner

AUCKLAND COUNCIL

The Council

[Handwritten signature]

1. NAME OF PERSON
 2. DATE OF BIRTH
 3. DATE OF DEATH
 4. DATE OF BURIAL
 5. DATE OF CREMATION
 6. DATE OF INTERMENT
 7. DATE OF EXHUMATION
 8. DATE OF REINTERMENT
 9. DATE OF RECREMATION
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 99. DATE OF RECREMATION
 100. DATE OF REINTERMENT

Correct for the purposes of the Land Transfer Act 1952

Signed for and on behalf of Auckland Council

J. E. Howard

. Authorised Signatory

Date: 8/9/2017

THIS DEED is made this 25 day of August 2017

BETWEEN **WARKWORTH ESTATE LIMITED** ("Owner")
AND **AUCKLAND COUNCIL** ("Council")

BACKGROUND

- A. The Owner is the registered proprietor of the Land.
- B. The Council has granted the Consent for OREWA DEVELOPMENTS LIMITED (ODL) to carry out a development on its Land being Lots 3 and 12, DP 310813 and Lot 4, DP 105978 on the condition, amongst other things, that the Owner enters into this covenant and registers it against the title to the Land.
- C. This deed is entered into as a covenant under section 108(2)(c) of the Resource Management Act 1991.

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this deed unless the context indicates otherwise:

"Council" means Auckland Council and its successors as territorial authority of the district where the Land is situated;

"Consent" means the resource consent granted by the Council dated 6 July 2017 (file reference SUB 60035747-D);

"Covenant Area" means area marked "T", "U", "V" and "W" on the Title Plan LT 514515 (a copy of which is attached);

"Land" means land being Lots 3 & 4 DP 451512 in certificates of title 575620 and 575621 (North Auckland Registry);

"Operative Date" means the date of registration of this deed at Land Information New Zealand; and

"Owner" means the owner named in this deed and includes the Owner's successors but only as they are registered proprietor of the Land.

2. COVENANTS

- 2.1 The Owner accepts the requirements of the Council under the Resource Management Act 1991 as set out in the Consent.

2

2.2 The Owner will from the Operative Date at the Owner's cost and to the Council's reasonable satisfaction comply with the covenants set out in the Schedule.

3. POWERS NOT AFFECTED

3.1 Nothing in this deed is to be treated as limiting any other rights or powers which the Council may have under any statute, bylaw or regulation except as expressly provided in this deed.

3.2 The Owner's liability under this deed will not be affected by any delay, extension of time, forbearance or waiver by the Council, or by any failure or neglect by the Council to enforce any of the covenants.

4. COSTS

The Owner will meet the costs of preparing and registering this deed.

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

SIGNED by the said **WARKWORTH ESTATE LIMITED** in the presence of:

.....
Signature of witness

.....
Occupation LYNLEY FREESTONE
 Legal Executive
 Dawsons, Solicitors
 Howick & East Tamaki
.....
Address

.....
.....

SCHEDULE (covenants)

1. The Owner must maintain the trees, shrubs and bushes ("Plantings") on the Covenant Area so they exhibit strong, healthy, new growth and must not:
 - 1.1. cut down, trim, remove, burn, damage, destroy or allow the cutting down, trimming, removing, burning, damaging or destroying of any of the Plantings without the prior consent of the Council and then only in strict compliance with any conditions imposed by the Council; or
 - 1.2. do anything which would affect the health of any of the Plantings.
2. The Owner will not be in breach of the covenant in clause 1 above if any of the Plantings die from fire or natural causes not caused by any act or default by or on behalf of the Owner or for which the Owner is responsible.
3. The Owner will consult with the Council if the Owner is of the opinion that a Planting on the covenant area:
 - 3.1. is dangerous and/or hazardous; or
 - 3.2. has been damaged or destroyed to the extent that the Planting will not survive; or
4. If the Council is satisfied that the state of the Planting is such that it is not practical to leave the Planting in its current condition then the Owner will, at the direction of the Council, remove the Planting from the Covenant Area. The Owner is responsible for all costs relating to the Council's directions and the removing of any Planting.
5. The Owner will replace any Planting which has been damaged or destroyed with a Planting which is categorised as an eco-sourced specimen Planting. The replacement Planting will be planted by the Owner during the months of April to October and the Owner will seek and follow the direction of the Council as to the method of and placement of planting. The Owner will take all measures possible to ensure the survival of the replacement Planting.
6. The Owner will remove all weeds from the Covenant Area on a regular basis to the Council's satisfaction.
7. The Owner will ensure the Covenant Area is at all times kept free of feral animals by eradicating such animals found on the Covenant Area to Council's satisfaction.
8. The Owner will ensure the Covenant Area is at all times protected by a stock proof fence.
9. Any officer or authorised agent of the Council may obtain access onto the Land to examine and record the condition of the Plantings or to carry out protection or maintenance work on the Plantings. Before doing so, the Council or its officer or agent is to consult with the Owner.

TRANSFER
Land Transfer Act 1952

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

Land Registration District

SOUTH AUCKLAND

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

608	347	A11	
488	525	A11	
608	527	A11	
608	440	A11	
608	441	A11	

Transferor Surnames must be underlined or in CAPITALS

Charles William SWANSON and Julie Rosaleen SWANSON

Transferee Surnames must be underlined or in CAPITALS

Charles William SWANSON and Julie Rosaleen SWANSON

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

Fee simple and the transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 and subject to a land covenant (continued on pages 1-4 annexure schedule)

Consideration



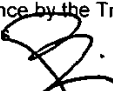
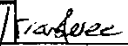
\$1.00

Operative Clause

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


Dated this 12th day of February 2001

Attestation

 	Signed in my presence by the Transferor <i>Transferee</i> Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name P.G. Ellice
	Occupation Solicitor
	Address Hamilton
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)



Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

12 February 2001

Page

1

of

4

Pages



Continuation of "Estate or Interest or Easement to be created"

WHEREAS The Transferor and the Transferee are desirous of creating land covenants so that each of the lots in the First Schedule shall have the burden and the land in the Second Schedule the benefit of the stipulations and restrictions set out in the Third Schedule ("building covenants")

AND AS INCIDENTAL to the transfer of the fee simple so as to provide such mutual covenants and in order to bind those lots subject to the covenants for those lots taking the benefit of the same, the Transferor and the Transferee **HEREBY COVENANT AND AGREE** with each other that each of the lots in the First Schedule ("the servient lots") shall bear the burden of the stipulations and restrictions set out in the Third Schedule and that each of the other lots in the Second Schedule ("the dominant lots") shall have the benefit of the said stipulations and restrictions TO THE END AND INTENT that the servient lots shall be bound in perpetuity by the respective stipulations and restrictions set out in the Third Schedule and that any of the owners or occupiers for the time being of the other dominant lots may enforce the observance of such stipulations and restrictions against any of the owners or occupiers for the time being of the servient lots; and

PROVIDED ALWAYS that the owners or occupiers of the servient lots as the case may be, shall as regards such applicable stipulations and restrictions be personally liable only in respect of breaches thereof which shall occur while they are registered as proprietors of the said lots in respect of which such breach shall occur (or is alleged to occur).

FIRST SCHEDULE

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 18 on DPS. 88089.

SECOND SCHEDULE

Lots 2 & 6 on DPS.50919 together with Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 18 on DPS.88089.

THIRD SCHEDULE

1. (a) Not to use the property or permit the property to be used for any trading or commercial purposes other than horticultural, agricultural or pastoral production excluding animal feed lots, wintering barns, poultry farming, fitch farming, pig farming, boarding and breeding kennels and greyhound training grounds and at all times not to allow any horses, poultry or pigs to be kept on the property and ensure that goats are tethered at all times.
- (b) Not to allow any form of shooting gun or rifle sports or other noisome recreational activity.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule



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

Transfer

Dated

12 February 2001

Page

2

of

4

Pages

Continuation of "Estate or Interest or Easement to be created"

- (b) Not to erect any fence or hedge or shelter belt exceeding 1.1 metres in height above the natural ground level on the boundaries of any property provided however that this clause shall not be construed to prevent the erection of tennis court surround netting or swimming pool tubular or bar fencing panels on the property.
- (c) Shall ensure that the property at all times is adequately fenced to prevent stock escaping from the property and/or damaging any of the trees located on it.
- (d) No dwelling with a floor area of less than 120 Metres square (excluding garage, carport and decking) shall be erected and it shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof; and in the case of a single dwelling house the dwelling excluding the garage shall be constructed to a value, GST inclusive of not less than \$150,000.00.
- (e) A minimum of 80% of the exterior cladding of the dwelling must consist of any of the following materials: kiln fired or concrete brick, Stucco textured finish, stone, or pre-finished metal, weatherboard bonded to solid timber boards (ie Lockwood type construction). Any dwelling whose exterior finish is in the form of flat cladding, concrete block, poured concrete or similar shall have textured the surface of the same in such a manner so to fully cover the base material.
- (f) No work for the erection of improvements whether the same be for buildings accessory buildings or fences and this shall also include exterior finishes and excavation of foundations upon the property shall be commenced unless plans and specifications and all other details of construction and finish as the Transferor at the Transferor's absolute discretion may require have first been submitted to the Transferor and have received the Transferor's written approval which approval shall not be unreasonably withheld where the dwelling complies with the terms of clauses (e) (f) and (h) hereof and the Transferee shall not erect or permit to be erected any improvement upon the property not first approved by the Transferor in terms of this clause.
- (g) Not to use any metal clad roof or walls that do not comprise colour steel or which have not been prepainted or covered with a surface coating of similar quality.
- (h) Any dwelling will be completed within twelve months of laying down the foundations for such dwelling and no dwelling once under construction shall be left without substantial work being carried out for a period exceeding three months.
- (i) No dwelling other than a new residential home and one shed shall be erected or, if a relocatable home it shall only be a show home which has not been previously lived in. Any shed which is not constructed of the same materials as the dwellinghouse or not annexed to the dwellinghouse shall not exceed 3.5metres in height above the natural ground level of the property.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below

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

Transfer

Dated

12 February 2001

Page

3

of

4

Pages

**Continuation of "Estate or Interest or Easement to be created"**

- (j) No temporary building or structure shall be erected on the property except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of the work.
- (k) The Transferee will keep the land in a neat and tidy condition and shall not permit excessive growth of grass so that it becomes long and unsightly.
- (l) The remaining lots in the subdivision are serviced by an electric fence feed and pipes conveying water which runs across the lot. The Transferee consents to the Transferor continuing to run these services over the lot until the last lot in the subdivision is sold.
- (m) Not to develop farm cultivate or otherwise use the property except in accordance with the best husbandlike farming practice and will at all times clear and keep clear the property from all noxious weeds rabbits vermin and other pests as may be damaging to pastures or crops, and duly and punctually comply with the provisions of the Fencing Act 1978, the Noxious Plants Act 1978, the Agricultural Pests Destruction Act 1967, The Plants Act 1970, the Local Government Act 1974, the Resource Management Act 1991, the relevant regional plan and the relevant Council District Plan and all amendments thereto and all notices or demands lawfully given or made by any person in pursuance thereof.
- (n) Not to permit the property to be occupied or used as a residence unless the buildings on the property have been substantially completed in accordance with these covenants and the buildings meet the requirements of the local authority.
- (o) That if the property is subdivided then each and every parcel of land resulting from such subdivision shall be subject to the same stipulations and restrictions as are contained in these covenants AND FURTHER the Transferee covenants with the Transferor and each registered proprietor for the time being of each of the subdivisional lots that the Transferee shall obtain from the Transferee of each of the said parcels of land resulting from such subdivision the same stipulations and restrictions as are contained in these covenants TO THE INTENT that the same subdivisional standards intended by the Transferor herein are preserved.
- (p) The owners of Lots 1, 2, 6, 7, 8, 11, 12, and 15 acknowledge that there are wetland areas depicted as PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ & PK located on their respective lots. The lot owners agree to maintain the wetland areas to the standard detailed in the management plan of Mark Mitchell dated the 16th day of March 2000 a copy of which is attached and marked "Appendix A".

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule



Insert below

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

Transfer

Dated

12 February 2001

Page

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of

4

Pages

Continuation of "Estate or Interest or Easement to be created"

AND THE TRANSFEREE further covenants with the Transferor for themselves, their executors, administrators and assigns that if they should fail to comply with or complete any obligation or restriction contained herein and such breach is not remedied within 20 working days of the purchaser receiving written notice of their failure to comply then without prejudice to any other liability the Transferor the sum of \$20,000.00 immediately upon receipt of written demand for the same by the Transferor or the Transferors solicitors.

2. (a) TO THAT END AND THE INTENT that the Transferor hereby covenants with the Transferee that it will while it owns lots in the subdivision do all things necessary to ensure compliance with the aforesaid intention that all residential lots described in the First Schedule hereto shall be subject to a general scheme applicable to and for the benefit of all the said lots.
- (b) THE RIGHTS AND OBLIGATIONS of the Transferor to enforce the foregoing covenants shall terminate six calendar months from the date on which the Transferor ceased to be the owner of any of the subdivisional lots and from that date the right to enforce the covenants shall (in accordance with normal legal principles) vest in the owners of the subdivisional lots which obtained benefits from the said covenants.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

SWANSON RESIDENTIAL SUBDIVISION

**MANAGEMENT PLAN
FOR
EXISTING EARTH DAM STRUCTURES**

for

Mr Chas Swanson
C/- CKL Surveys Limited
PO Box 171
Hamilton

by

Mark T Mitchell Ltd
Consulting Geotechnical Engineer
P O Box 9123 - 1202/1 Victoria Street
Hamilton

16 March 2000

Mark T Mitchell

Consulting Geotechnical Engineer

1202/1 Victoria Street
P.O. Box 9123
Hamilton New Zealand
Facsimile 07 839 3125
Telephone 07 838 3119
e-mail: geocon@voyager.co.nz

Ref: W-4130
17 March, 2000

Resource Use Group
Environment Waikato
PO Box 5012
Hamilton East

Attention: Brent Fletcher

Dear Sirs,

**Re: Resource Consent Applications
Existing Earth Dam Structures - Ferguson Road, Whatawhata**

We have been involved with a residential subdivision site located on the corner of State Highway 23 and Ferguson Road, Whatawhata in which a number of earth dam structures were originally present at the site.

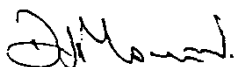
The owner of the property has wanted to make the dams a feature of the subdivision and has therefore left them in place. However, following our original assessment of the dams, we were concerned with the stability of two of the structures. These particular dams have subsequently been rebuilt under our direct engineering supervision.

Due to the size of some of the dams, we expect that resource consents will be required to permit their presence at the site. Accordingly, please find enclosed copies of consent applications for four of the dams together with an associated Management Plan, prepared for all of the dams on the property.

The owner of the property, Mr Chas Swanson, has consulted with whom he advised is the main property owner downstream of the site. Results of this correspondence are included with the consent application.

Yours faithfully

Mark T Mitchell



Dave Morton
Engineering Geologist

Damming and Diversion of Water

Application for a land use and water consent

- To ensure efficient processing of your application read the booklet "Applying for a Resource Consent" and talk to Resource Use Group staff before proceeding.

Office Use Only

File No.

Client ID

Project

1. Applicant's Details

1. Full name and address of applicant (this name and address will appear on the consent certificate)

Name(s) or company name: Interlaken Residential Subdivision
Contact person: Chas Swanson Best contact time: 0830 - 1700
Postal address: R.D. 5
Hamilton
Daytime Phone Number(s): 07 829 8722 Fax: 07 892 8336
Email address: _____

Application is hereby made for the consent(s) detailed in this form:

Signature of applicant
(or person authorised to sign
on behalf of the applicant)



Mark T Mitchell - Consulting Geotechnical Engineer

Date: 17/3/2000

Consultant/Agent (if applicable)

Surname(s) or company name: Mark T Mitchell - Consulting Geotechnical Engineer
First name(s): _____
Contact person: Dave Morton Best contact time: 0830 - 1700
Postal address: PO Box 9123
Hamilton
Daytime Phone Number(s): 07 838 3119 Fax: 07 839 3125
Email address: geocon@voyager.co.nz



Hamilton Office: 401 Grey Street, P.O. Box 4010, Hamilton East

Phone for Enquiries: 0800 800 402

11 If the owner and/or occupier of the site differ from the applicant please provide their names and addresses:

Owner's Name	Applicant		
Postal address			
Daytime Phone Number(s)		Fax:	

Occupier's Name	Applicant		
Postal address			
Daytime Phone Number(s)		Fax:	

3. Types of Resource Consent Sought

12 What type of consent are you applying for?

NOTE: if you are replacing existing or previous consents record the consent number(s) in the space below

Please tick

☒ **DAM**

Previous consent number

Office Use Only

If applying for a consent to dam a waterway, please complete sections 1-29, 36-45 & 62-67 of this form

☐ **WEIR**

If applying for a consent for a weir in a waterway, please complete sections 1-22, 46-48 & 62-67 of this form

☐ **STREAMBED DIVERSION**

If applying for a consent to divert a streambed, please complete sections 1-22 & 49-67 of this form

☐ **STOPBANK OR OTHER DIVERSION**

If applying for a consent for a stopbank or other diversion, please complete sections 1-22, 30-44 & 62-67 of this form

13 Name of the stream/river to be dammed or diverted? (If the waterway is an unnamed tributary then what is the name of the stream/river it flows into?)

> Small localised gullies that drain to Waipa River via wetland area

14 What other consents are related to this activity.

Consent required	District/City Council	Date applied for	Date granted
<u>Subdivision</u>	<u>Waikato District Council</u>		

Note: You might need to get a building permit from your district council for construction of a dam or stopbank

19 Please describe the current nature of the waterway at the proposed site for the works:

Water colour/clarity: Generally clear collecting runoff from residential lots and open paddocks.

Flow: Low flow volumes from localised catchments.

Critical 50 yr return period storm - 1 hour duration: Western Catchment = 160 litres/sec
Eastern Catchment = 230 litres/sec

Bed material (eg rocky, silty etc): Low flow velocities provide natural silt/clay bed.

Bank material: Naturally occurring silty clay soil types.

Vegetation: Predominantly pasture grass species intermixed with recently planted tree and shrub species.

Erosion: Engineer-designed culvert overflows and spillways to resist erosion.

Fish and Invertebrate life: Predominantly eels.

Other: Localised catchment restricted largely within property boundaries.

20 What is the catchment area upstream of the proposed location for the works, if known? (If unknown then please ensure that the location of the dam is marked clearly on an enclosed plan or map.)

- > Western Catchment = 11 hectares
- > Eastern Catchment = 9 hectares

21 Please describe the extent of tracking to be undertaken in relation to this proposal.

(Note if the tracking works are significant, or on steep or erosion prone land, then an additional application may be required for a landuse consent – please contact staff of the Resource Use Group to confirm your requirements)

- > All tracking works have been undertaken under direct engineer supervision with all formations now containing a sealed finish together with associated stormwater system.
- > Works covered by Waikato District Council Subdivision Consent

22 Please describe the extent of vegetation removal to be undertaken in relation to this proposal.

(Note if vegetation removal works are significant, or contains a significant area of indigenous vegetation, or will be on steep or erosion prone land, then an additional application may be required for a landuse consent – please contact staff of the Resource Use Group to confirm your requirements)

- > Previous vegetation removal of only grass and weed species.
- > Vegetation now reinstated and consists of grass and selection of tree and shrub species.

7 Maintenance and Mitigation of Dams and Stopbanks

7/A Existing Dams and Stopbanks

30 When was the dam/stopbank constructed?

- Refer Section 2 of attached Management Plan

31 Describe the maintenance programme for the dam/stopbank

(Note: The following aspects of a dam should be checked at least annually: green cover, erosion, any stock or vehicle damage, whether crest levels have consolidated, seepage – any seepage problems should be further investigated by an engineer)

- Refer Section 5 of attached Management Plan

32 How will stock be prevented from access to the structure and its banks, batters and/or spillway? Please describe.

- Stockproof fences have been constructed around all dam structures to eliminate accelerated erosion and protect young trees and shrubs planted over dam face.

33 For DAMS only - Describe what plants exist, or are proposed, to provide shading over the water in the pond behind the dam?

- Existing young and old trees surround all dams.
- Water lilies to be placed within ponds

64: Fish

Placement of structures in a waterway have the potential to affect the passage of fish past a structure due to alterations in water flow and physical barriers to fish passage both up and down stream.

- **FOR DAM AND WEIR PROPOSALS ONLY - What are the actual and potential effects of your proposed activity in terms of fish passage and how do you propose to avoid or minimise these effects?**

- Eel passage continued with migration across dam faces and through overflow spillways.

Fish and their habitats can be affected by diversions. It is important that a diverted section of a stream has meanders (corners and curves), pools and riffles and that the gradient of the stream bed is not changed as increased flows can change the ecology of a stream. New stream banks require planting to provide shade, habitat areas and organic material as the primary source of energy for aquatic communities (and to provide bank stabilisation).

- **FOR DIVERSION PROPOSALS ONLY - What are the actual and potential effects of your proposed activity in terms of fish habitat and how do you propose to avoid or minimise these effects?**

65 Erosion

Placement of structures in the bed or banks of a waterway can cause or increase erosion due to changes in water flow velocities and water flow paths and through the removal of vegetation associated with the works.

- **What are the actual and potential effects of your proposed activity in terms of erosion and how do you propose to avoid or minimise these effects?**

- Full reinstatement of vegetation over all dams faces now achieved.

- Overflow structures engineer designed to resist erosion forces.

66 Neighbours and Other People

Other people may be affected by activities in a waterway such as dams and diversions. Effects can be changes in water flow velocities, restricted water flow causing upstream ponding or flooding, changes in water quality and effects on cultural, heritage and archaeological values. People may be particularly affected if they take water downstream or use the water recreationally. See the Consultation section of this application form – all affected or potentially affected parties must be consulted regarding your proposal.

- **What are the actual and potential effects of your proposed activity in terms of effects on other people or groups and how do you propose to avoid or minimise these effects?**

- Runoff contribution to downstream waterways considered minimal due to ephemeral nature of original gullies.

67 Other Effects

- **Are there any other actual or potential effects of your proposed activity and how do you propose to avoid or minimise these effects (eg visual effects, other physical effects etc)?**

- Established to enhance aesthetic nature of the environment and are considered a positive environmental gain within a lifestyle rural-residential development.

12. Notes

Information Management

The information provided on this application form and in documentation provided in support of your application(s) will be used to process your resource consent application(s) and, together with other official information, assist in the management of the region's natural and physical resources. Access to the information held by the Waikato Regional Council is administered in accordance with the Local Government Information and Meetings Act 1987 and the Privacy Act 1993. Under the Privacy Act 1993 you have right of access to personal information held by the Waikato Regional Council and you are entitled to request information about you to be corrected.

Deposit and processing costs

Environment Waikato operates a user-pays policy for the processing of resource consent applications. We charge all costs associated with the processing of consent applications on an actual and reasonable basis. These costs are recovered whether your application is granted or declined.

For us to begin processing your application(s) an **initial deposit of \$500** is required. This will cover costs associated with administration and an initial review of your application(s). A further deposit is unlikely to be sought for simple, non-notified applications, or for notified applications that do not involve complex issues. Generally, processing costs for these simple applications are in the range of \$500 - \$1500 and the initial deposit is therefore sufficient to initiate processing.

Applications that are notified and receive submissions which are resolved without the need for a hearing may involve costs in the range of \$2500 - \$5000. Applications with significant environmental effects and which may require public meetings and/or hearings can be significantly more costly (e.g. \$5000 upward). For these complex proposals staff may seek a further deposit of up to 50% of the estimated processing costs. Staff will provide you with a cost guide for processing your applications and will advise in writing the sum of a further deposit should it be required. You should receive this advice within two weeks of us receiving your application.

For complex proposals, you will generally receive an invoice on a monthly basis for costs incurred in the previous month. For simple consents that are processed quickly, you will generally only receive one final invoice at, or close to the time that you receive our decision on your application(s).

If you have any queries regarding your deposit or processing costs, please contact us for clarification.

On-going Charges

Annual administrative charges and monitoring charges are payable on most resource consents. Please contact us for details on the current charges for your activity.

Have you?

Please tick



Filled in all parts of this form and included a location plan



Enclosed a cheque for \$500.00 as an initial deposit - **PLEASE INVOICE CHAS SWANSON DIRECTLY**



Applied for any District Council consents required in respect of your proposal



Read the information booklet "Applying for a Resource Consent"



Consulted with all interested and affected parties, and obtained their written approval (if possible)



Hamilton Office: 401 Grey Street, P.O. Box 4010, Hamilton East

Phone or Enquiries Office on 0800 800 402

Appendix - Consultation Form

Photocopy this form for each person/group to be consulted

• Applicant: Mr Chas Swanson

• Person/group consulted in regard to this proposal:

Name of Contact Person David & Nicki Peacocke Daytime Phone No. 07 825 6705

Name of group (if appropriate) _____

Postal address Phillips Road, Te Mata (Raglan)

Street address _____

Email address _____ Fax No 825 6768

Consulted party's views on the proposal (to be completed by person/group consulted)

If you would like Environment Waikato to know your views on the applicant's proposal, and/or if you consider you may be adversely affected, please indicate your views below (attach additional pages if necessary).

Consider the following: How do you consider you will be affected? How would you like the applicant's proposal to be modified to take account of your views? What other comments do you have on the proposal that you would like Environment Waikato to consider in making a decision on these resource consent applications?

Applicant's response to views of consulted parties (to be completed by applicant)

Please indicate how your proposal can be modified to take account of the views of the party you have consulted with (or why the proposal may not be able to be modified to take account of those views).

Consulted Party's response to the proposal (to be completed by person/group consulted)

I/We give my/our approval for the proposal

☒

(Please tick one only)

I/We do not give my/our approval for the proposal

☐

Signed: _____

[Signature]

Date

14-3-80



Hamilton Office - 401 Grey Street, P O Box 4010, Hamilton East

Phone our Enquiries Officer on 0800 800 402

Appendix - Consultation with Individuals

Photocopy this form for each person/group to be consulted

• Applicant: Mr Chas Swanson

• Person/group consulted in regard to this proposal:

Name of Contact Person Hariot Heu Daytime Phone No. 029 8896

Name of group (if appropriate) _____

Postal address Raglan Road, Whatawhata.

Street address 1355 State Highway 23, Whatawhata

Email address _____ Fax No _____

Consulted party's views on the proposal (to be completed by person/group consulted)

If you would like Environment Waikato to know your views on the applicant's proposal, and/or if you consider you may be adversely affected, please indicate your views below (attach additional pages if necessary).

Consider the following: How do you consider you will be affected? How would you like the applicant's proposal to be modified to take account of your views? What other comments do you have on the proposal that you would like Environment Waikato to consider in making a decision on these resource consent applications?

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Consulted Party's response to the proposal (to be completed by person/group consulted)

I/We give my/our approval for the proposal



(Please tick one only)

I/We do not give my/our approval for the proposal



Signed: H. Heu

Date 13 - 3 - 2000



Hamilton Office - 401 Grey Street, P O Box 4010, Hamilton East

Phone our Enquiries Officer on 0800 800 402

SWANSON RESIDENTIAL SUBDIVISION

**MANAGEMENT PLAN
FOR
EXISTING EARTH DAM STRUCTURES**

for

Mr Chas Swanson
C/- CKL Surveys Limited
PO Box 171
Hamilton

by

Mark T Mitchell Ltd
Consulting Geotechnical Engineer
P O Box 9123 - 1202/1 Victoria Street
Hamilton

16 March 2000

SWANSON RESIDENTIAL SUBDIVISION

MANAGEMENT PLAN

FOR

EXISTING EARTH DAM STRUCTURES

1. Introduction

Mr Chas Swanson is seeking resource consent from Waikato District Council to establish a residential subdivision located off Ferguson Road, Whatawhata. As part of the subdivision completion certificate requirements, Council requires the development and implementation of a Management Plan for a number of earth dams located on the property.

The property consists of gentle to moderate ridge and swale topography with two separate shallow gully formations present that drain to the lower ground areas to the north. Each of the gully formations contain a number of earth dams that have been constructed to enhance the aesthetic nature of the property and to provide a haven to various wildlife species.

The western gully contains a total of four dams, which bound the downstream margin of Ponds A, B, C and D. The locations of these dams and associated ponds are shown on the attached Site Plan, Drawing No. 4130-01.

The attached Site Plan shows the eastern gully to contain a total of seven ponds, denoted Ponds E, F, G, H, I, J and K. Ponds E and F however, consist of localised depressions within the natural ground surface, therefore not being strictly classified as dams. These features contain natural spillways that disperse excess water flows out across the undulating topography present in this area.

2. Background

In addition to the District Council Requirements, Environment Waikato also regulate the construction of earth dams by the issue of resource consents for certain structures. The Proposed Waikato Regional Plan provides an outline of what conditions are to be satisfied in relation to dam construction within ephemeral (intermittent flows) streams or waterways.

Rule 3.6.4.4 of the Proposed Plan is a permitted activity not requiring resource consent. This rule allows the construction of small dams within any offstream of ephemeral waterway that satisfies a number of criteria as follows:

1. The catchment area is less than one square kilometre (100 hectares); and
2. The maximum water depth is less than 1.5 metres; and
3. The area of water impounded behind the dam is no greater than 0.5 hectare

Most of the dams located within the Swanson Property satisfy these criteria and are therefore covered under a General Authorisation that is provided by Environment Waikato.



Geotechnical reports have been completed by this office on previous occasions regarding the stability and dimensions of the existing farm dams on the property. Earlier this year, five of the dams on the property were identified as exceeding a height of 1.5 metres. These dams are identified on the attached Site Plan as containing Ponds A, B, G, H and J. Since that time, however, the height of the Dam of Pond J has been lowered so that its height is now below 1.5 metres.

The remaining dams that contain Ponds A, B, G and H have been constructed under Controlled Activity Rule 3.6.4.9 of the Proposed Waikato Regional Plan and therefore require resource consent for this activity. This Management Plan is therefore primarily concerned with these dams only although the ongoing maintenance programme should be applied to all of the dams on the property.

For the purposes of this Management Plan and for convenience, the dams that contain Ponds A, B, G and H are referred to as Dams A, B, G and H respectively.

2. Construction Techniques

2.1 Western Catchment

Dams A and B, located within the western gully, were constructed in excess of 30 years ago using the excess cut material obtained from the construction of the nearby State Highway 23. Previous geotechnical investigations of these dams, carried out by this office, together with their general visual appearance indicate they currently are in an adequate condition to serve their intended purpose.

Representative cross sections through each of Dams A and B are presented on the attached Drawing No. 4130-10.

2.2 Eastern Catchment

Dams G and H, located within the eastern gully, were constructed several years ago, using excavated clay soils obtained from adjacent farm areas. The results of geotechnical studies, together with obvious visible stability problems required that these dams be reconstructed, which took place in the 1997/98-summer period.

The proposed subdivision scheme plan shows that both Dams G and H are required to support right-of-ways that provide access to several of the lots. In order to provide suitable embankments for this purpose, further remedial works under direct engineer supervision were undertaken. This work was carried out towards the end of winter 1999.

The reconstruction works involved the excavation of the existing dam faces into a series of near level benches to expose the dam fill materials. Following an inspection of the exposed soils, the benches were backfilled with compacted clay soils obtained from nearby excavations. The fill soils were compacted with a bulldozer and sheepsfoot roller to achieve a soil density of minimum 95 percent of maximum dry density, as determined by field and laboratory testing. Filling over the faces of Dams G and H was also extended to provide a final slope gradient of around 1 vertical to 3 horizontal.

Representative final cross sections through each of Dams G and H are provided on the attached Drawing No. 4130-11.



3. Design Pond Operating Capacities

Discharge from each of the ponds on the property is via culvert outlet pipes of variable diameters located within the dam structures. Catchment studies related to the theoretical pond inflow volumes and culvert outlet capacities for each of the dams were carried out as part of the original geotechnical assessment.

The results of these studies for the Western Catchment are summarised in the attached Table 1 and indicate that the combined pond storage volume and culvert capacity within Ponds A and B are sufficient to cater for the critical 50-year return period storm event. However, Pond C is significantly smaller in area, resulting in a reduced storage capacity and predicted overflow over the associated dam crest during the critical runoff event. Subsequently, an overflow spillway, excavated into the adjacent natural ground area has been provided to cater for excess flow volumes.

The results of hydrological studies for the Eastern Catchment are presented in the attached Table 2. The discharge culverts from each of Dams G and H were designed to cater for maximum storm flows of 2-year return period. For greater runoff events, catchment studies indicated that combined pond storage and culvert discharge capacities were exceeded for Ponds G, H, I and J.

Subsequently, overflow spillways have been excavated into the adjacent original ground surface to cater for such storm flows. The level of the overflow spillway structures is at a maximum of 100mm above the pipe culvert soffit levels to minimise pond water level rise during intense storm events.

Due to the required final levels of the Right-of-Way formation across Dam H, the overflow spillway across this structure is located within the centre of the dam. However, a ford has been created at this location to contain excess water flows. Extensive erosion protection has also been provided on the downstream face of the dam.

Design criteria and dimensions for the overflow spillways are presented on the attached Tables 1 and 2.

4. Design Surface and Ground Water Elevations

4.1 Pond Surface Water Elevations

The representative cross sections through each of Dams A and B show the operating water levels with respect to the lowest point of the dam crests. This operating water level therefore also represents the lowest point of the culvert spillway. The difference in height elevation between these levels and the crest of the dams equates to 0.8 and 1.2 metres for Dams A and B respectively.

The attached Table 1 shows that this freeboard height is sufficient to provide a pond storage capacity (above the discharge culvert level) that will wholly contain runoff volumes generated from the critical 50-year return period storm event.



As Dams G and H are to serve as proposed right-of-way supporting structures, it is important that surface and associated groundwater elevations do not rise to a level where they may effect the road sub-base and basecourse layers. On this account, the pond discharge pipe soffit levels for Dams G and H have been located well below the underside of the roading basecourse layer and the spillway constructed with sufficient capacity to cater for flows that exceed the capacity of the culvert.

4.2 Dam Groundwater Elevations

As part of the ongoing monitoring of dam stability, the monitoring of maximum piezometric or groundwater levels across the dam cross sections is required. Two individual monitoring well locations are to be set up at each of the main Dams A, B, G and H by inserting slotted PVC pipe into pre-drilled holes below the dam surface. The first well is to be located on the downstream side of the dam crest with the other located approximately half way down the lower dam face. The locations of the proposed monitoring wells are shown on each of the dam cross sections.

The criteria for maximum piezometric levels is a direct line drawn from the upper retained pond level to the lower pond level present at the toe of the dam. This line is also shown on the attached dam cross sections.

5. Maintenance and Inspection Requirements

As part of the ongoing maintenance and stability assessment of the dams, it is recommended that regular inspections of the dams should be carried out. The frequency of inspections should be on a 6-monthly basis for the first two years of operation and on an annual basis thereafter. The collected information is to include:

- Information relative to day of inspection, such as time, date, weather conditions at the time of inspection and also of the preceding month
- Information relative to the condition of the dam, such as the presence of any cracks that may have developed, indicating their location, extent and width, and also vegetation and plant root growth and operating pond water levels.
- Measured water levels within each of the PVC-lined groundwater level observation holes.
- Inspection of inlet and outlet of culvert discharge pipes for condition of soil surround and potential for pipe blockages
- Inspection of condition of spillway, indicating any evidence of new scour
- Location of any evidence of new seepage areas developing on downstream face of dam
- Location of any evidence of erosion or scouring of the downstream and downstream faces of the dam

Following each inspection, an inspection report is to be prepared, to make reference to each of the above points, together with any other relevant information. This report to be provided to each of the Owners who are provided with right-of-way access over the dams and also to the person(s) who are responsible for the maintenance of the dams.



Where the inspection report indicates that there are items of concern, recommendations for remedial work will also be provided.

A copy of the regular inspection reports is also to be provided to the Body Corporate for the development and to the Waikato District Council.

6. De-commissioning Requirements

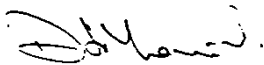
In the unforeseen event of enhanced dam instability, or on account of a change in use for the land, decommissioning of one or more of the existing dams may be required. This is to be carried out in a controlled manner so as to avoid potential accelerated erosion of the dams and flooding of the downstream gully areas.

The procedure for carrying out this activity is as follows:

- Pump all water volumes from the pond(s) involved to a downstream location prior to carrying out any earthworks activities.
- After the ponds have been completely drained, the dams can be removed from the gully area and the site topsoiled and grassed.
- It is important that all remnants of the dams be removed from the gully and re-spread over the gully surface or removed from the site. This is to prevent the ongoing erosion of the fill material that originally comprised the dams during subsequent storm events.

Management Plan Prepared by:

Reviewed by:



David Morton
Engineering Geologist



Mark T Mitchell
Consulting Geotechnical Engineer

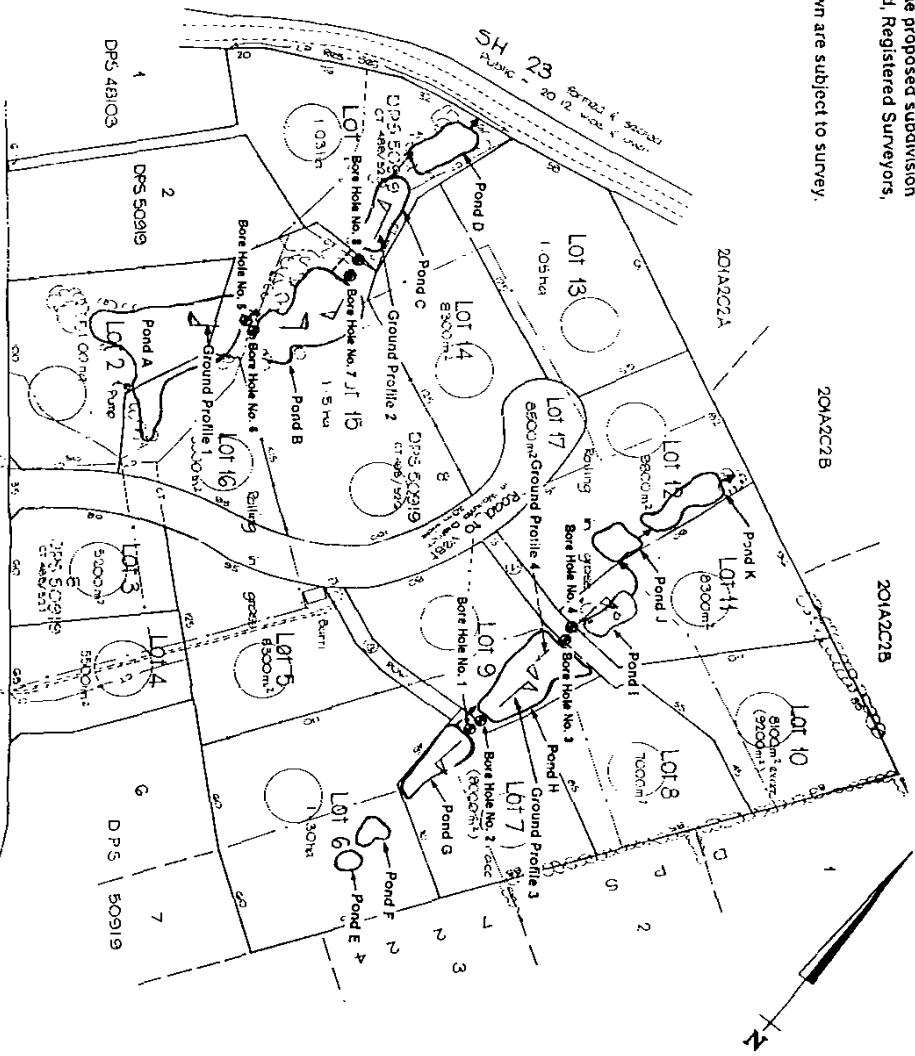


TABLE 1. RAINFALL · RUNOFF CALCULATIONS (Western Catchment)

TABLE 1 - RAINFALL - RUNOFF CALCULATIONS (Western Catchment)									
PROJECT: Swanston Residential Subdivision Ref. 4130									
1. WHATAWHATA RAINFALL RECORDS -									
DURATION		INTENSITY (mm/hr)		RUNOFF RATE (liters/Sec)		TOTAL RAINFALL (cu m)		TOTAL RAINFALL (cu m)	
(hours)	2 yr	10 yr	20 yr	50 yr	2 yr	10 yr	20 yr	50 yr	2 yr
0.187	48	86	78	233	133	183	217	233	0.8
0.33	33	54	54	187	92	133	150	187	1.1
0.5	30	46	46	167	83	128	144	167	1.6
1	20	37	37	119	56	89	103	119	2.3
2	14	27	27	86	39	58	64	86	3.7
3	10	21	21	60	28	42	46	60	4.6
6	8	13	13	42	22	28	31	42	7.8
12	5	9	9	25	14	22	23	25	13.2
24	3	5	5	17	9	14	17	17	16.6
2. CONTRIBUTING AREAS (CATCHMENT X)									
Cell#	Cell#	Rolling Pasture	Effective Area for Runoff	TOTAL RAINFALL (cu m)		TOTAL RAINFALL (cu m)		TOTAL RAINFALL (cu m)	
Pond				2 yr	10 yr	20 yr	50 yr	2 yr	10 yr
A	58000	17,400	452	572	487	713	840	572	713
B	19240	6,472	119	137	128	192	210	137	192
C	20560	6,185	160	185	262	259	284	262	259
D	13810	4,143	95	124	178	174	191	178	174
3. POND RETENTION AND OUTFLOW CHARACTERISTICS									
Pond A	Pond surface area = 2,700 sq m	Concentration time = 30 mins	Outlet pipe diam = 450 mm	Outlet velocity = 1.2 m/sec	Pond C	Pond surface area = 600 sq m	Concentration time = 30 mins	Outlet pipe diam = 300 mm	Outlet velocity = 1.2 m/sec
	Outlet pipe capacity = 200 l/sec (approx)	720 l/sec (approx)	0.4			Outlet pipe capacity = 97 l/sec (approx)	3.69 cu m/hr		
	Dam Height (above pipe soffit) =								
For Case	Inflow	Reqd Storage	Wt Rise above pipe soffit	Wt Rise above pipe soffit	50 year RP	Outflow	Reqd Storage	Wt Rise above pipe soffit	Wt Rise above pipe soffit
Storm 1 hour duration, 2 year RP	348	720	0	0.00 metres					
Storm 2 hour duration, 2 year RP	487	1,440	0	0.00 metres					
Storm 6 hour duration, 2 year RP	835	4,320	0	0.00 metres					
Storm 12 hour duration, 2 year RP	1,044	8,640	0	0.00 metres					
Storm 1 hour duration, 10 year RP	557	720	0	0.00 metres					
Storm 2 hour duration, 10 year RP	731	1,440	0	0.00 metres					
Storm 6 hour duration, 10 year RP	1,357	4,320	0	0.00 metres					
Storm 12 hour duration, 10 year RP	1,670	8,640	0	0.00 metres					
Storm 1 hour duration, 50 year RP	748	720	28	0.01 metres					
Storm 2 hour duration, 50 year RP	940	1,440	0	0.00 metres					
Storm 6 hour duration, 50 year RP	1,378	4,320	0	0.00 metres					
Storm 12 hour duration, 50 year RP	2,297	8,640	0	0.00 metres					
Pond B									
Pond surface area = 1,800 sq m	Concentration time = 30 mins								
Outlet pipe diam = 300 mm	Outlet velocity = 1.2 m/sec								
Outlet pipe capacity = 97 l/sec (approx)	349 l/sec (approx)								
Critical Storm = 1 hour duration, 50 year RP									
Inflow (incl Pond A ditch)	Outflow	Reqd Storage	Wt Rise above pipe soffit	Wt Rise above pipe soffit					
	240	405	0	0					

NOTES:

1. This drawing is reproduced from the proposed subdivision plans prepared by CKL Surveys Ltd, Registered Surveyors, Principal Project Consultants.
2. All areas and distances where shown are subject to survey.



LEGEND

- denotes Bore Hole locations
- Ground Profile locations

Mark T Mitchell

Consulting Geotechnical Engineer

1202 Victoria Street, P.O. Box 9123, Hamilton

MR CHAS SWANSON

Proposed Swanson Residential Subdivision

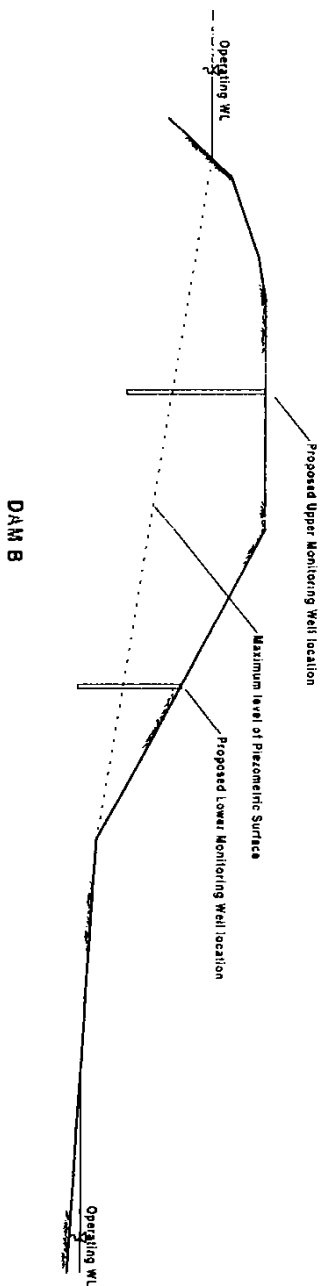
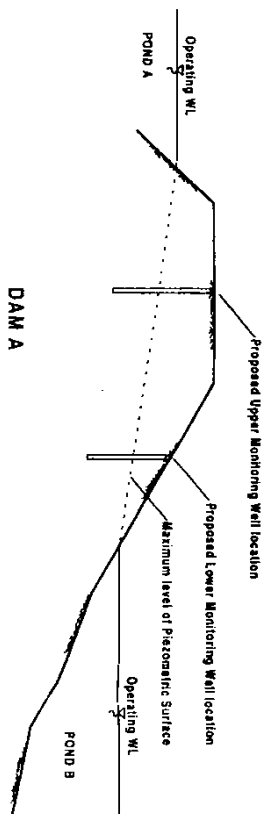
@ Ferguson Road, Whatawhata

SITE PLAN

DRAWING No. 4130-01

DATE August 1997

ISSUE One



NORTH

Mark T Mitchell Ltd

Consulting Geotechnical Engineer

1202/1 Victoria Street, P.O. Box 9123, Hamilton

CHAS SWANSON

Management Plan - Existing Earth Dams

Swanson Residential Subdivision - Ferguson Road, Whatawhata

CROSS SECTIONS

DRAWING No. 4130-10

DATE October 1999

ISSUE One



TRANSFER

Land Transfer Act 1952

PRODUCED
ENTERED

Law Firm Acting
Ellice & Tanner Barristers & Solicitors Hamilton New Zealand

Auckland District Law Society
REF 4135 /4

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STATUTORY DECLARATION TO BE MADE WHERE
PURCHASER IS AN INDIVIDUAL

DEPOSITED
14/8/91

Form 1

IN THE MATTER of the Land Settlement Promotion and Land Acquisition Act 1952 (hereinafter referred to as the Act) and

IN THE MATTER of AN AGREEMENT FOR SALE AND PURCHASE

dated the 16th day of JULY 19 91
from WOODCOCK HOLDINGS LIMITED as Vendor (or Lessor)

to STEPHEN JOHN BRACKENRIDGE and SUSAN JOAN BRACKENRIDGE, both of Warkworth, Company Directors
as Purchaser (~~or Lessor~~)

affecting all that parcel of land

containing 4.76 hectares more or less being Lot 7 of a subdivision of Part Allotment 63 and 63A Parish of Mahurangi

being all/part of the land comprised and described in certificate of title, Volume 49C folio 1413 (NORTH AUCKLAND Land Registry).

I, STEPHEN JOHN BRACKENRIDGE of Warkworth, Company Director

solemnly and sincerely declare:

1. I am the purchaser (~~or lessee~~) above-named of the land above described
2. I have entered into the transaction together with SUSAN JOAN BRACKENRIDGE above-named ~~solely on my behalf~~ as the person beneficially entitled thereunder.
3. I do not own, lease, hold, or occupy in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as defined in the Act, outside a city or borough or town district, and I have no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.
4. ~~I am unmarried~~
or
My wife (~~or husband~~) does not own, lease, hold, or occupy in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, and she (or he) has no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.
5. No company of which I or my wife (~~or husband~~) is a member, the members of which are less than 10 in number, owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will, in any such farm land.
6. I have attained the age of 17 years. (~~Or Neither my father nor my mother owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land).~~
7. I have not since the passing of the Act (namely, the 16th day of October 1952) transferred, granted, leased, or otherwise disposed of any estate or interest in farm land, as so defined, to any person as trustee for any person or created any trust in respect of any estate or interest in any such farm land
8. ~~The transaction is subject to Part IIA of this Act and—~~
 - (a) I am a British subject, but not a New Zealand citizen (~~or, I am a British protected person within the meaning of the British Nationality and New Zealand Citizenship Act 1948~~); and
 - b) I have resided in New Zealand for not less than 2½ years during the period of 3 years immediately preceding the date of the transaction, and intend to continue to reside permanently in New Zealand.

LAND AND DEEDS
21 AUG 1991
AUCKLAND

BRACKENRIDGE, S.J. & S.J.

9. The transaction is not subject to Part IIA of the Act because—

~~The transaction does not relate to any land of any of the classes described in paragraph (f) of subsection (1) of section 35B of the said Act (as substituted by section 2 of Land Settlement Promotion and Land Acquisition Amendment Act 1969 and amended by section 2 of the Land Settlement Promotion and Land Acquisition Amendment Act 1972.~~

Or I am a New Zealand citizen, and so declare because—

~~(a) Immediately before the date of commencement of the British Nationality and New Zealand Citizenship Act 1948 I was a British subject, and I was born within the territories comprised at the commencement of that Act in New Zealand and would have been a New Zealand citizen if section 6 of that Act had been in force at the time of my birth (or I was ordinarily resident in New Zealand at the commencement of that Act and had been so resident throughout the period of 12 months immediately preceding the commencement of that Act).~~

(b) I am a person naturalised in New Zealand.

~~(c) I am registered as a New Zealand citizen.~~

(d) I am a New Zealand citizen by birth.

~~(e) I am a New Zealand citizen by descent.~~

(f) I am the wife of
who is qualified as a New Zealand citizen as set out in paragraph

above.

g)

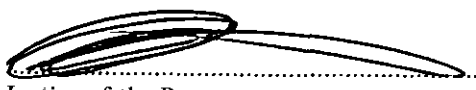
I am the purchaser (lessee) as trustee under the following trust
and every beneficiary under the trust is a New Zealand citizen (or every beneficiary under the trust who is an individual is a New Zealand citizen and no beneficiary under the trust that is a body corporate is an overseas corporation as defined in section 35A of the Act).

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 WARKWORTH

this 8th day of August 1991

before me—


Justice of the Peace

Solicitor of the High Court

~~other person authorised to take and receive statutory declarations~~

NOTE—1. Where both Parts II and IIA of the Act apply to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 to 8 of this form.

2. Where only Part II of the Act applies to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 to 7 and paragraph 9 of this form.

3. Where only Part IIA of the Act applies to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 and 8 of this form.

4. Where the declaration is made for the purposes of section 35D of the Act, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 and 9 of this form.

5. Where Part II only or both Parts II and IIA of the Act apply to the transaction, and the purchaser or lessee is a trustee then, under section 24 (1) (a) of the Act the consent of the Court is required and this form is not applicable.

6. Section 2 (1) of the Act contains the following definitions:

“Farm land” means land that, in the opinion of the Land Valuation Committee, or, as the case may be, of the Land Valuation Court, is or should be used exclusively or principally for agricultural purposes:

Provided that, where land that is being used exclusively or principally for agricultural purposes could, in the opinion of the Committee or, as the case may be, of the Court, be used with greater advantage to the community generally for non-agricultural purposes, it shall for the purposes of this Act be deemed not to be farm land.

“Agricultural purposes” has a meaning corresponding to the term “agriculture”, which for the purposes of this definition means the cultivation of the soil for the production of food products and other useful products of the soil, and includes the use of land for horticultural or pastoral purposes, or for the keeping of pigs, bees, or poultry.

7. The classes of land described in paragraph (f) of section 35B (1) of the Act are as follows:

(a) Any land of 4,000 square metres or over in area which under any operative regional planning scheme or proposed or operative district scheme under the Town and Country Planning Act 1953, is designated or zoned as a reserve, or as a public park, or for recreation purposes, or as private open space, or for preservation as a place of or containing an object of historical or scientific interest or natural beauty, or any proposed such purpose.

(b) Any land of 2 hectares or over in area which under any such proposed or operative district scheme is zoned for rural purposes or is so zoned that farming of any kind is a predominant or conditional use in that zone.

(c) Any land of 4,000 square metres or over in area which is not included in any proposed or operative district scheme provided and maintained by any Council or other local authority under that Act.

(d) Any land being or forming part of any island (except the North Island and the South Island) which is less than 150 kilometres from the nearest part of the coast of the North Island or of the South Island.

(e) Any land being or forming part of any island of the Chatham Islands.

65748

DEPOSITED
STATUTORY DECLARATION TO BE MADE WHERE
PURCHASER IS AN INDIVIDUAL

Form 1

IN THE MATTER of the Land Settlement Promotion and Land Acquisition Act 1952 (hereinafter referred to as the Act) and

IN THE MATTER of AN AGREEMENT FOR SALE AND PURCHASE

dated the 16th day of JULY 1991

from WOODCOCK HOLDINGS LIMITED

as Vendor ~~(or lessor)~~

to STEPHEN JOHN BRACKENRIDGE and SUSAN JOAN BRACKENRIDGE, both of Warkworth, Company Directors

as Purchaser ~~(or lessee)~~

affecting all that parcel of land

containing 4.76 hectares more or less being Lot 7 of a subdivision of Part Allotment 63 and 63A Parish of Mahurangi

being ~~the~~ part of the land comprised and described in certificate of title, Volume 49C

folio 1413 (NORTH AUCKLAND Land Registry).

I, SUSAN JOAN BRACKENRIDGE, of Warkworth, Company Director

solemnly and sincerely declare:

1. I am the purchaser ~~(or lessee)~~ above-named of the land above described

2. I have entered into the transaction ~~solely on my behalf~~ together with STEPHEN JOHN BRACKENRIDGE above-named as the person beneficially entitled thereunder.

3. I do not own, lease, hold, or occupy in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as defined in the Act, outside a city or borough or town district, and I have no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.

4. ~~XXXXXX~~
or

~~XXXXXX~~ (or husband) does not own, lease, hold, or occupy in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, and she (or he) has no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.

5. No company of which I or my wife ~~(or husband)~~ is a member, the members of which are less than 10 in number, owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will, in any such farm land.

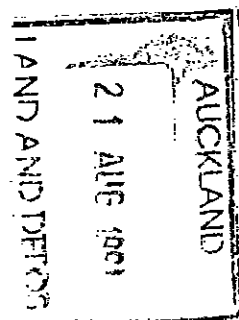
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8. The transaction is subject to Part IIA of this Act and—

(a) I am a British subject, but not a New Zealand citizen (or, I am a British protected person within the meaning of the British Nationality and New Zealand Citizenship Act 1948); and

b) I have resided in New Zealand for not less than 2½ years during the period of 3 years immediately preceding the date of the transaction, and intend to continue to reside permanently in New Zealand.



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~~(b) I am a person naturalised in New Zealand.~~

~~(c) I am registered as a New Zealand citizen.~~

~~(d) I am a New Zealand citizen by birth.~~

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(f) I am the wife of
who is qualified as a New Zealand citizen as set out in paragraph

above.

g)


I am the purchaser (lessee) as trustee under the following trust
and every beneficiary under the trust is a New Zealand citizen (or every beneficiary under the trust who is an individual is a New Zealand citizen and no beneficiary under the trust that is a body corporate is an overseas corporation as defined in section 35A of the Act).

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 ... WARKWORTH

this ... 8th ... day of ... August ... 1991 ...

before me—


Justice of the Peace

Solicitor of the High Court

~~other person authorised to take and receive statutory declarations~~

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(d) Any land being or forming part of any island (except the North Island and the South Island) which is less than 150 kilometres from the nearest part of the coast of the North Island or of the South Island.

(e) Any land being or forming part of any island of the Chatham Islands.

SL1b

MEMORANDUM OF EASEMENTS

PURPOSE	SHOWN	SERV TEN	DOM TEN
ROW	1	PT LOT 6	LOT 7

I, LORIAN HOWARD DENT, REGISTERED SURVEYOR, HEREBY CERTIFY THAT THIS SCHEME HAS BEEN PREPARED BY ME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 275(1) OF THE LOCAL GOVERNMENT ACT 1978:

Lorian Howard Dent
REGISTERED SURVEYOR

UNDERLYING TITLES:

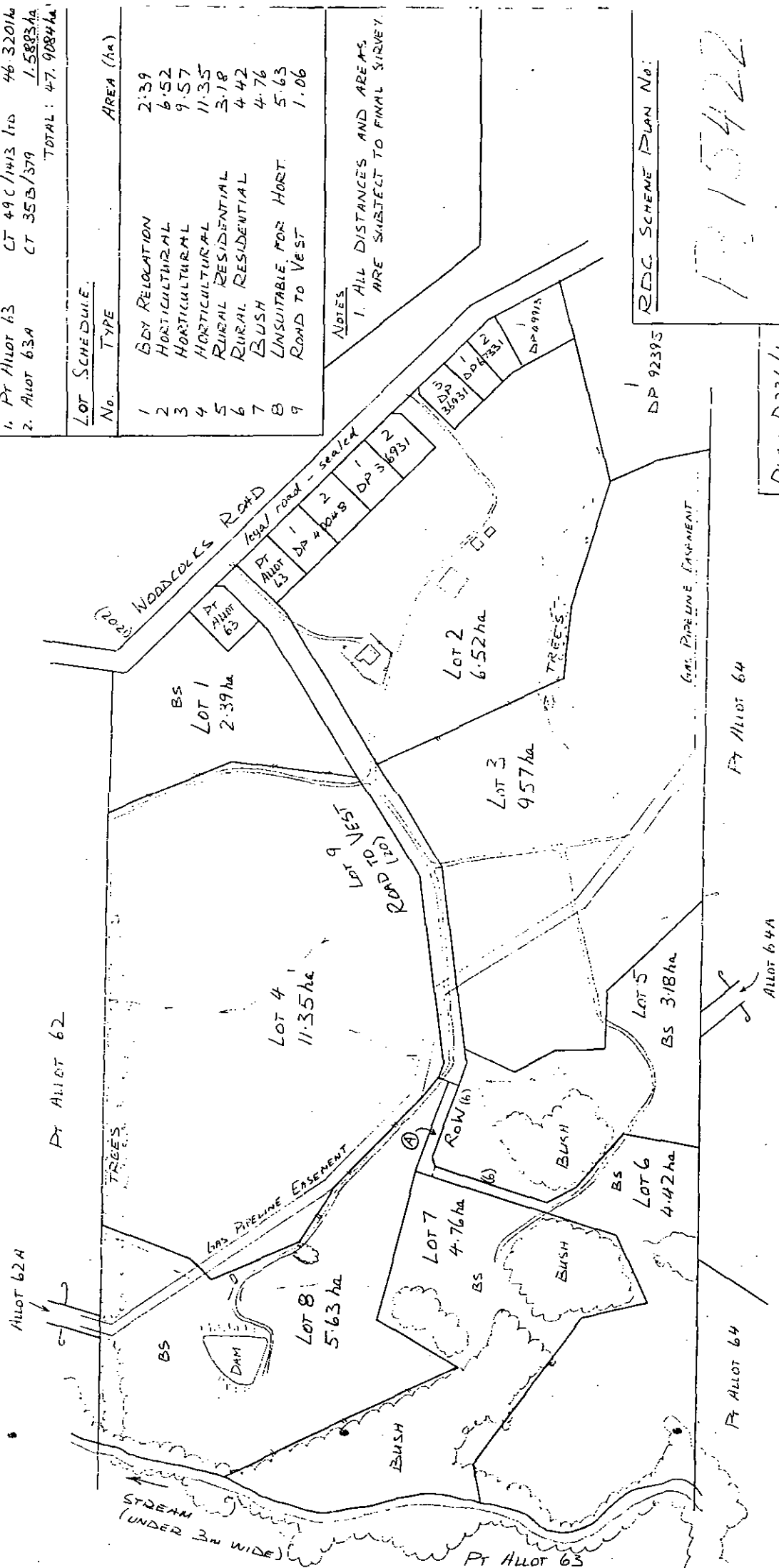
1. PT Allot 63	CT 49C/1413	hd	46.3201ha
2. Allot 63A	CT 35B/379		1.5883ha
TOTAL:			47.9084ha

LOT SCHEDULE:

No.	TYPE	AREA (ha)
1	GOV RELOCATION	2.39
2	HORTICULTURAL	6.52
3	HORTICULTURAL	9.57
4	HORTICULTURAL	11.35
5	RURAL RESIDENTIAL	3.18
6	RURAL RESIDENTIAL	4.42
7	BUSH	4.76
8	UNSUITABLE FOR HORT.	5.63
9	ROAD TO VEST	1.06

NOTES

1. ALL DISTANCES AND AREAS ARE SUBJECT TO FINAL SURVEY.



REG. SCHEME PLAN No:

1215422

PLAN D236/1

PREPARED BY: LAMS & ASSOCIATES
73 BAXTER ST WILKINSON
PO BOX 143
PH: (09) 425-1393

PROPOSED SUBDIVISION OF PT ALLOTMENT 63 AND ALLOTMENT 63A,
PARISH OF MANGARANGI

DATE	PREPARED FOR:	DATE	NO.
1	WOODCOCKS HOLDINGS LIMITED	1:2500	REF D236
DATE	CHECKED	DATE	NO.
1	1	1	1

MEMORANDUM OF TRANSFER

WOODCOCKS HOLDINGS LIMITED at Warkworth

(herein called "the Transferor") being registered as proprietor of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda under-written or endorsed hereon in the piece or pieces of land herein described containing 5.0384 hectares more or less being Lot 7 on Deposited Plan 150976 and being part Allotment 63 Parish of Mahurangi and being all the land in Certificate of Title Volume 90A Folio 260 (North Auckland Registry)

TOGETHER WITH Right of way in easement certificate C.388235.4

SUBJECT TO C.388235.5 Bond under Part XX Local Government Act 1974 (called "the land")

THE FIRST SCHEDULE

LOT	DP	CT	LOT	DP	CT
2	150976	90A/255	8	150976	90A/261
3	150976	90A/256			
4	150976	90A/257			
5	150976	90A/258			
6	150976	90A/259			

In Consideration of the sum of EIGHTY THOUSAND DOLLARS (\$ 80,000.00)

NEW ZEALAND STAMP DUTY AK2
12/08/9200336001 NONLIABLE *.00

paid to the Transferor by STEPHEN JOHN BRACKENRIDGE of Warkworth, Builder and SUSAN JOAN BRACKENRIDGE his wife

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all the Transferor's estate and interest in the said piece or pieces of land. and the Transferee hereby covenants and agrees with the Transferor for the benefit of the land described in the First Schedule not to permit any house which has previously been lived in and is more than five years old to be moved on to the land to the intent that such restriction shall be forever appurtenant to the land described in the First Schedule hereto

In Witness Whereof these presents have been executed this

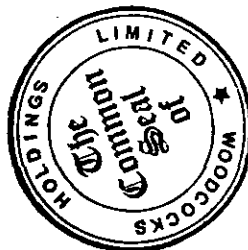
3rd day of August 19 92

EXECUTED by the Transferor

WOODCOCKS HOLDINGS LIMITED

(by the affixing of its common seal)

in the presence of;



SIGNED by the said
STEPHEN JOHN BRACKENRIDGE
and SUSAN JOAN BRACKENRIDGE
in the presence of:

~~TRANSFER, MORTGAGE, LEASE~~
~~ASSIGNMENT and AGREEMENT~~
stamped with duty of
\$25.00 on 12/8/92
\$12.50 on 12/8/92
Fine
Dist. Commissioner of Inland
Revenue

[Handwritten signature]
Cus Director

[Handwritten signature]
Solicitor
Warkworth

[Handwritten signature]

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

WOODCOCKS HOLDINGS LIMITED

Transferor

SOLICITOR FOR THE TRANSFEREE

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

S.J. & S.J. BRACKENRIDGE

Transferee

SOLICITOR FOR THE TRANSFEREE

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

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

Assistant / District Land Registrar of the

District of

SOLICITOR FOR THE TRANSFEREE

To: The District Land Registrar

Please note the land covenant contained herein on CT 90A/260 North Auckland Registry

CSP 6544A

JACKSON RUSSELL DIGNAN ARMSTRONG
SOLICITORS
WARKWORTH

10.25 17.AUG 92
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR

404/260
L/C



C433500.2 T

Declaration of Non-Revocation of Enduring Power of Attorney

Enter Name, Address,
Occupation of Donor

I, **MALVINA JOY LEENDERS** of Matakana, Housewife
Solemnly and Sincerely declare:-

Enter date of Power

Enter Name, Address,
Occupation of Donor

- 1) That by enduring Power of Attorney dated 10.10.19 91
COLIN CHRISTIANUS LEENDERS of Matakana, Contractor
appointed me this declarant attorney on the terms
and subject to the conditions, if any, set out in the said
Power of Attorney.
- 2) That at the date hereof the declarant has not received
any notice or information of the revocation of that
appointment by the death of the said
COLIN CHRISTIANUS LEENDERS
- 3) That the said Power of Attorney is in all respects
in force at the date hereof by virtue of its terms and the
provisions of Part IX of the Protection of Personal
and Property Rights Act 1988.
- 4) The Declarant is authorised by the enduring Power
of Attorney to execute the annexed instrument.
- 5) That the annexed instrument complies with all
conditions and restrictions set out in the said
Power of Attorney, if any.

Enter Name of Donor

Declared at Wakapu

This 3rd day of August 1992 m/j Leenders

Before me:-

A Solicitor of the High Court of New Zealand.

STATUTORY DECLARATION TO BE MADE WHERE
PURCHASER IS AN INDIVIDUAL

DEPOSITED

7086

IN THE MATTER of the Land Settlement Promotion and Land Acquisition Act 1952 (hereinafter referred to as the Act) and

IN THE MATTER of an Agreement for Sale and Purchase

dated the 28th day of October 19 91

from **WOODCOCKS HOLDINGS LIMITED** as Vendor (or Lessor)

to **COLIN CHRISTIANUS LEENDERS**

as Purchaser (or Lessee)

affecting all that parcel of land containing 4.42 hectares more or less being part of Allotment 63 and 63A Parish of Mahurangi more particularly shown as Lot 6 on approved Rodney District Council Scheme Plan R15422 copy attached

being all/part of the land comprised and described in certificate of title, Volume 49C

folio 1413 (North Auckland Land Registry).

I, **COLIN CHRISTIANUS LEENDERS** of Matakana, Contractor

solemnly and sincerely declare:

1. I am the purchaser (or lessee) above-named of the land above described
2. I have entered into the transaction solely on my behalf as the person beneficially entitled thereunder.
3. I do not own, lease, hold, or occupy in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as defined in the Act, outside a city or borough or town district, and I have no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.
4. I am unmarried

~~My wife (or husband) does not own, lease, hold, or occupy in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, and she (or he) has no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.~~

5. No company of which I ~~or my wife (or husband)~~ is a member, the members of which are less than 10 in number, owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will, in any such farm land.

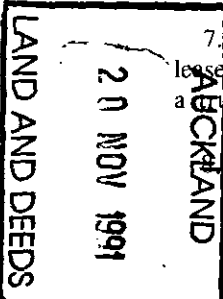
6. I have attained the age of 17 years. ~~(Or Neither my father nor my mother owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land).~~

7. I have not since the passing of the Act (namely, the 16th day of October 1952) transferred, granted, leased, or otherwise disposed of any estate or interest in farm land, as so defined, to any person as a trustee for any person or created any trust in respect of any estate or interest in any such farm land.

The transaction is subject to Part IIA of this Act and—

a) I am a British subject, but not a New Zealand citizen (or, I am a British protected person within the meaning of the British Nationality and New Zealand Citizenship Act 1948); and

b) I have resided in New Zealand for not less than 2½ years during the period of 3 years immediately preceding the date of the transaction, and intend to continue to reside permanently in New Zealand.



LEENDERS, C.C.

9. The transaction is not subject to Part IIA of the Act because—

~~The transaction does not relate to any land of any of the classes described in paragraph (f) of subsection (1) of section 35B of the said Act (as substituted by section 2 of Land Settlement Promotion and Land Acquisition Amendment Act 1969).~~

~~Or~~ I am a New Zealand citizen, and so declare because—

~~(a) Immediately before the date of commencement of the British Nationality and New Zealand Citizenship Act 1948 I was a British subject, and I was born within the territories comprised at the commencement of that Act in New Zealand and would have been a New Zealand citizen if section 6 of that Act had been in force at the time of my birth (or I was ordinarily resident in New Zealand at the commencement of that Act and had been so resident throughout the period of 12 months immediately preceding the commencement of that Act).~~

~~(b) I am a person naturalised in New Zealand.~~

~~(c) I am registered as a New Zealand citizen.~~

~~(d) I am a New Zealand citizen by birth.~~

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~~(f) I am the wife of~~
who is qualified as a New Zealand citizen as set out in paragraph above.

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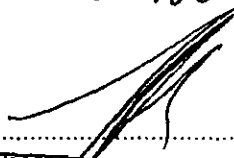
~~I am the purchaser (lessee) as trustee under the following trust and every beneficiary under the trust is a New Zealand citizen (or every beneficiary under the trust who is an individual is a New Zealand citizen and no beneficiary under the trust that is a body corporate is an overseas corporation as defined in section 35A of the Act).~~

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 WARKWORTH

this 19th day of November 1991

before me—


Justice of the Peace

Solicitor of the Supreme Court

other person authorised to take and receive statutory declarations

NOTE—1. Where both Parts II and IIA of the Act apply to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 to 8 of this form.

2. Where only Part II of the Act applies to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 to 7 and paragraph 9 of this form.

3. Where only Part IIA of the Act applies to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 and 8 of this form.

4. Where the declaration is made for the purposes of section 35D of the Act, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 and 9 of this form.

5. Where Part II only or both Parts II and IIA of the Act apply to the transaction, and the purchaser or lessee is a trustee then, under section 24 (1) (a) of the Act the consent of the Court is required and this form is not applicable.

6. Section 2 (1) of the Act contains the following definitions:

“Farm land” means land that, in the opinion of the Land Valuation Committee, or, as the case may be, of the Land Valuation Court, is or should be used exclusively or principally for agricultural purposes:

Provided that, where land that is being used exclusively or principally for agricultural purposes could, in the opinion of the Committee or, as the case may be, of the Court, be used with greater advantage to the community generally for non-agricultural purposes, it shall for the purposes of this Act be deemed not to be farm land.

“Agricultural purposes” has a meaning corresponding to the term “agriculture”, which for the purposes of this definition means the cultivation of the soil for the production of food products and other useful products of the soil, and includes the use of land for horticultural or pastoral purposes, or for the keeping of pigs, bees, or poultry.

7. The classes of land described in paragraph (f) of section 35B (1) of the Act are as follows:

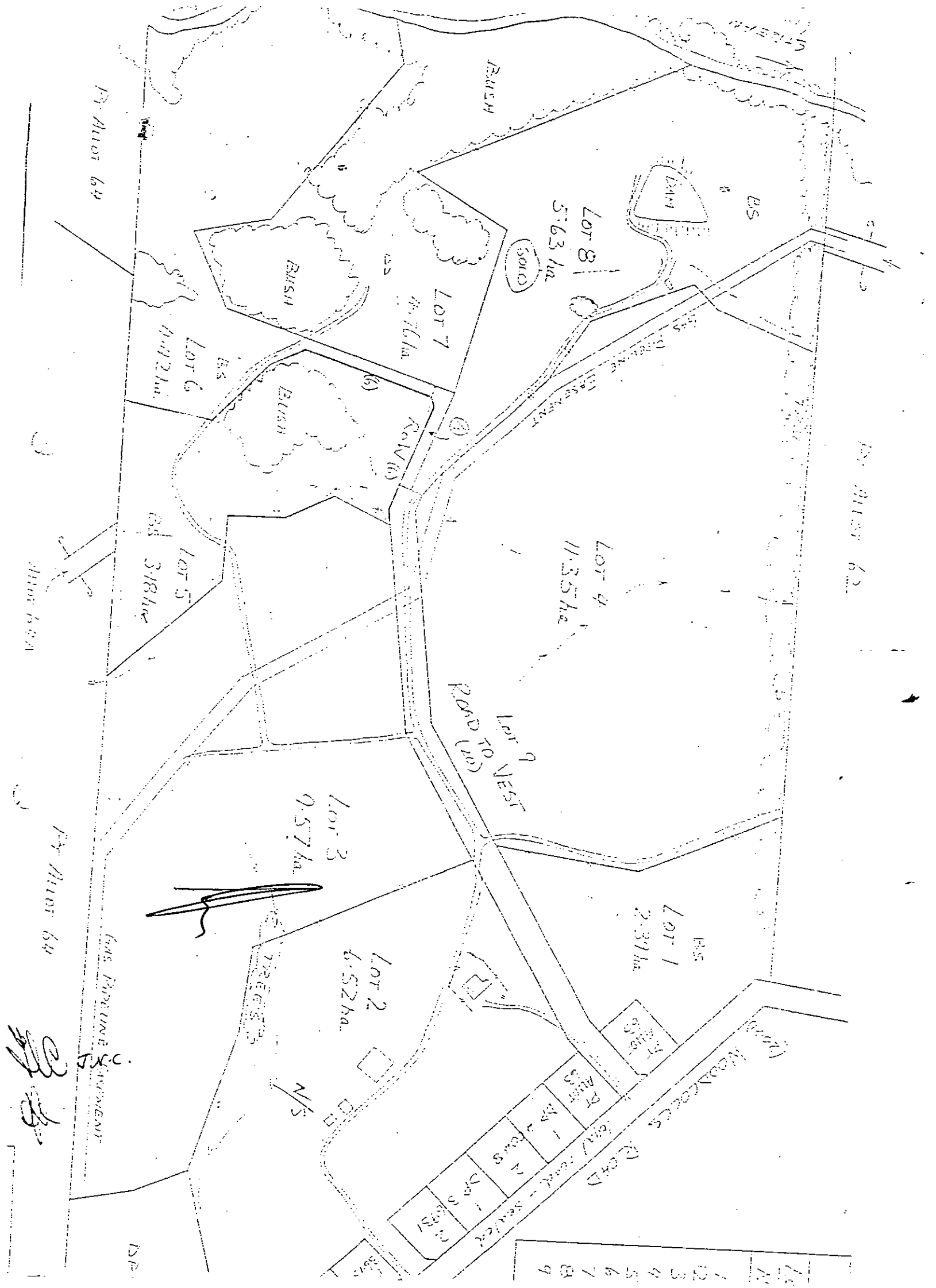
a) Any land of 1 acre or over in area which under any operative regional planning scheme or proposed or operative district scheme under the Town and Country Planning Act 1953, is designated or zoned as a reserve, or as a public park, or for recreation purposes, or as private open space, or for preservation as a place of or containing an object of historical or scientific interest or natural beauty, or any proposed such purpose.

(b) Any land of 5 acres or over in area which under any such proposed or operative district scheme is zoned for rural purposes or is so zoned that farming of any kind is a predominant or conditional use in that zone.

(c) Any land of 1 acre or over in area which is not included in any proposed or operative district scheme provided and maintained by any Council or other local authority under that Act.

(d) Any land being or forming part of any island (except the North Island and the South Island) which is less than 100 miles from the nearest part of the coast of the North Island or of the South Island.

(e) Any land being or forming part of any island of the Chatham Islands.



STATUTORY DECLARATION TO BE MADE WHERE
PURCHASER IS AN INDIVIDUAL

IN THE MATTER of the Land Settlement Promotion and Land Acquisition Act 1952 (hereinafter referred to as the Act) and

IN THE MATTER of an Agreement for Sale and Purchase

dated the 28th day of October 19 91

from **WOODCOCKS HOLDINGS LIMITED** as Vendor (or Lessor)

to **COLIN CHRISTIANUS LEENDERS**

as Purchaser (or Lessee)

affecting all that parcel of land containing 4.42 hectares more or less being part of Allotment 63 and 63A Parish of Mahurangi more particularly shown as Lot 6 on approved Rodney District Council Scheme Plan R15422 copy attached

being all/part of the land comprised and described in certificate of title, Volume 49C

folio 1413 (North Auckland Land Registry).

I, **COLIN CHRISTIANUS LEENDERS** of Matakana, Contractor

solemnly and sincerely declare:

1. I am the purchaser (or lessee) above-named of the land above described
2. I have entered into the transaction solely on my behalf as the person beneficially entitled thereunder.

3. I do not own, lease, hold, or occupy in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as defined in the Act, outside a city or borough or town district, and I have no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.

4. I am unmarried

or

~~My wife (or husband) does not own, lease, hold, or occupy in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, and she (or he) has no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.~~

5. No company of which I ~~or my wife (or husband)~~ is a member, the members of which are less than 10 in number, owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will, in any such farm land.

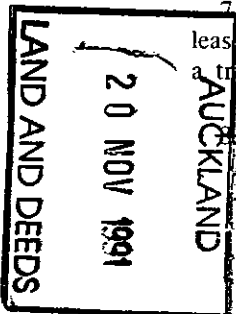
6. I have attained the age of 17 years. ~~(Or Neither my father nor my mother owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land).~~

7. I have not since the passing of the Act (namely, the 16th day of October 1952) transferred, granted, leased, or otherwise disposed of any estate or interest in farm land, as so defined, to any person as a trustee for any person or created any trust in respect of any estate or interest in any such farm land.

8. The transaction is subject to Part II A of this Act and—

(a) I am a British subject, but not a New Zealand citizen (or I am a British protected person within the meaning of the British Nationality and New Zealand Citizenship Act 1948); and

b) I have resided in New Zealand for not less than 2½ years during the period of 3 years immediately preceding the date of the transaction, and intend to continue to reside permanently in New Zealand.



9. The transaction is not subject to Part IIA of the Act because—

~~The transaction does not relate to any land of any of the classes described in paragraph (f) of subsection (1) of section 35B of the said Act (as substituted by section 2 of Land Settlement Promotion and Land Acquisition Amendment Act 1969).~~

~~Or~~ I am a New Zealand citizen, and so declare because—

~~(a) Immediately before the date of commencement of the British Nationality and New Zealand Citizenship Act 1948 I was a British subject, and I was born within the territories comprised at the commencement of that Act in New Zealand and would have been a New Zealand citizen if section 6 of that Act had been in force at the time of my birth (or I was ordinarily resident in New Zealand at the commencement of that Act and had been so resident throughout the period of 12 months immediately preceding the commencement of that Act).~~

~~(b) I am a person naturalised in New Zealand.~~

~~(c) I am registered as a New Zealand citizen.~~

~~(d) I am a New Zealand citizen by birth.~~

~~(e) I am a New Zealand citizen by descent.~~

~~(f) I am the wife of~~
who is qualified as a New Zealand citizen as set out in paragraph

above.

~~g)~~


~~I am the purchaser (lessee) as trustee under the following trust and every beneficiary under the trust is a New Zealand citizen (or every beneficiary under the trust who is an individual is a New Zealand citizen and no beneficiary under the trust that is a body corporate is an overseas corporation as defined in section 35A of the Act).~~

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 WARKWORTH

this 19th day of Nov 1991

before me—


Justice of the Peace

Solicitor of the Supreme Court

other person authorised to take and receive statutory declarations

NOTE—1. Where both Parts II and IIA of the Act apply to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 to 8 of this form.

2. Where only Part II of the Act applies to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 to 7 and paragraph 9 of this form.

3. Where only Part IIA of the Act applies to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 and 8 of this form.

4. Where the declaration is made for the purposes of section 35D of the Act, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 and 9 of this form.

5. Where Part II only or both Parts II and IIA of the Act apply to the transaction, and the purchaser or lessee is a trustee then, under section 24 (1) (a) of the Act the consent of the Court is required and this form is not applicable.

6. Section 2 (1) of the Act contains the following definitions:

"Farm land" means land that, in the opinion of the Land Valuation Committee, or, as the case may be, of the Land Valuation Court, is or should be used exclusively or principally for agricultural purposes:

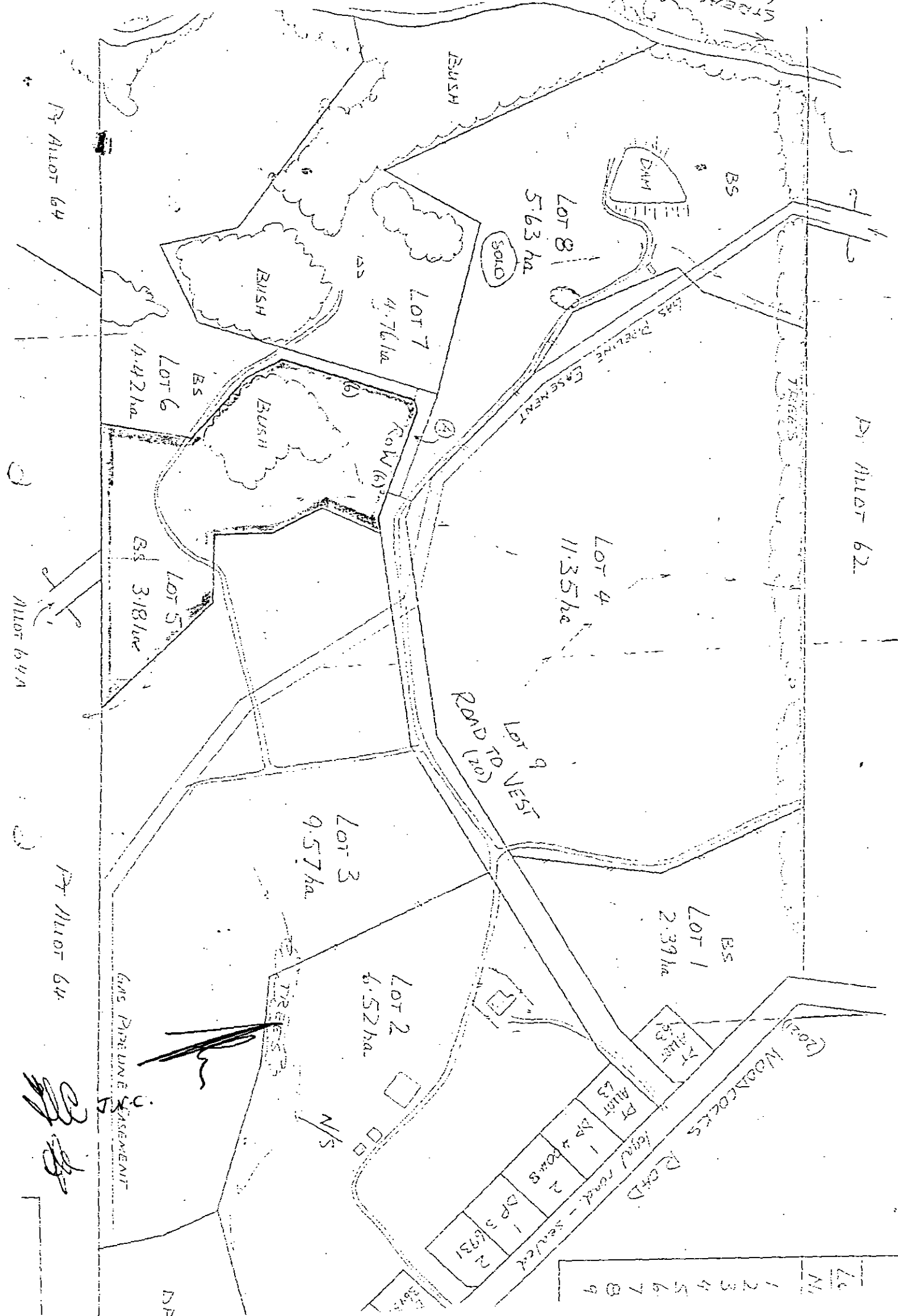
Provided that, where land that is being used exclusively or principally for agricultural purposes could, in the opinion of the Committee or, as the case may be, of the Court, be used with greater advantage to the community generally for non-agricultural purposes, it shall for the purposes of this Act be deemed not to be farm land.

"Agricultural purposes" has a meaning corresponding to the term "agriculture", which for the purposes of this definition means the cultivation of the soil for the production of food products and other useful products of the soil, and includes the use of land for horticultural or pastoral purposes, or for the keeping of pigs, bees, or poultry.

7. The classes of land described in paragraph (f) of section 35B (1) of the Act are as follows:

- Any land of 1 acre or over in area which under any operative regional planning scheme or proposed or operative district scheme under the Town and Country Planning Act 1953, is designated or zoned as a reserve, or as a public park, or for recreation purposes, or as private open space, or for preservation as a place of or containing an object of historical or scientific interest or natural beauty, or any proposed such purpose.
- Any land of 5 acres or over in area which under any such proposed or operative district scheme is zoned for rural purposes or is so zoned that farming of any kind is a predominant or conditional use in that zone.
- Any land of 1 acre or over in area which is not included in any proposed or operative district scheme provided and maintained by any Council or other local authority under that Act.
- Any land being or forming part of any island (except the North Island and the South Island) which is less than 100 miles from the nearest part of the coast of the North Island or of the South Island.
- Any land being or forming part of any island of the Chatham Islands.

PI ALLOT 62



PI ALLOT 64

ALLOT 64A

PI ALLOT 64

0 1 2 3 4 5 6 7 8 9

MEMORANDUM OF TRANSFER

230

WOODCOCKS HOLDINGS LIMITED a duly incorporated Company having its registered office at Warkworth
(herein called "the Transferor") being registered as proprietor of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda under-written or endorsed hereon in the piece or pieces of land herein described containing 4.3556 hectares more or less being Lot 6 DP 150976 and being part Allotment 63 Parish of Mahurangi and being all of the land comprised in Certificate of Title 90A/259 North Auckland Registry **Subject to Right of Way** referred to in Easement Certificate C388235.4 which is subject to Section 309(1)(a) Local Government Act 1974 (called "the land")

THE FIRST SCHEDULE

LOT	DP	CT	LOT	DP	CT
2	150976	90A/255	5	150976	90A/258
3	150976	90A/256	7	150976	90A/260
4	150976	90A/257	8	150976	90A/261

In Consideration of the sum of \$78,000.00 (SEVENTY EIGHT THOUSAND DOLLARS)

paid to the Transferor by **COLIN CHRISTIANUS LEENDERS** of Matakana, Contractor

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all the Transferor's estate and interest in the said piece or pieces of land. and the Transferee hereby covenants and agrees with the Transferor for the benefit of the land described in the First Schedule not to permit any house which has previously been lived in and is more than five years old to be moved on to the land to the intent that such restriction shall be forever appurtenant to the land described in the First Schedule hereto

NEW ZEALAND STAMP DUTY AK1
07/08/9200122001 DUTY *230.00

In Witness Whereof these presents have been executed this 3rd day of August 1992

EXECUTED by the Transferor
WOODCOCKS HOLDINGS LIMITED

(by the affixing of its common seal)
in the presence of;



SIGNED by the said)
COLIN CHRISTIANUS)
LEENDERS by his attorney)
MALVINA JOY LEENDERS in)
the presence of:

mf Leenders

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

MEMORANDUM OF TRANSFER

WOODCOCKS HOLDINGS LTD Transferor

C C LEENDERS Transferee

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

Assistant / District Land Registrar of the

District of

To: The District Land Registrar

Please note the land covenant
contained herein on CT
90A/259 North Auckland
Registry

DYSON SMYTHE & GLADWELL
SOLICITORS
WARKWORTH

2F

Correct for the purposes of the Land Transfer Act 1952

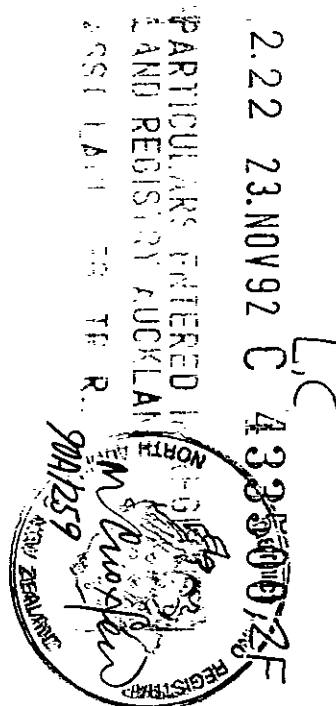
SOLICITOR FOR THE TRANSFEE

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

SOLICITOR FOR THE TRANSFEE

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

SOLICITOR FOR THE TRANSFEE



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

EI 6291643.4 Easement I

Cpy - 01/01, Pgs - 003, 27/01/06, 11:56



DocID: 311778022
Surname(s) must be underlined.

Land registration district

NORTH AUCKLAND

Grantor

Surname(s) must be underlined.

DAVID MATCHETT ALFRED CASHMORE, VIRGINIA HUME CLARK and PETER
ALEXANDER HERDSON

Grantee

Surname(s) must be underlined.

DAVID MATCHETT ALFRED CASHMORE, VIRGINIA HUME CLARK and PETER
ALEXANDER HERDSON

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).

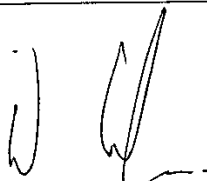
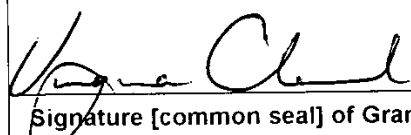
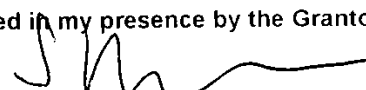
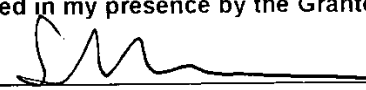
Dated this

21st day of

January

2005

Attestation

  Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>STUART HUTTON</u> Occupation <u>MANAGER</u> Address <u>X AUBURN AUCKLAND</u>
	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>STUART HUTTON</u> Occupation <u>MANAGER</u> Address <u>AUBURN AUCKLAND</u>

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



[Solicitor for] the Grantee

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

Annexure Schedule 1

Easement instrument

Dated

21st January 2005

Page

2

of

5

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way, and Right to convey electric power, telecommunications and computer media	Marked B, C & D on DP 344489	Lot 2 DP 344489 being part CT 182623	CT 182622

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

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

~~[the provisions set out in Annexure Schedule 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

Sh O Connolly *W H Merton*

Annexure Schedule

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

Easement Instrument

Dated 21st January 2005

Page 3 of 5 Pages

Signed in my presence by the Grantor

P.A. Mordan

Signature of Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

John Goodman

Occupation

Director

Address

Auckland

Signed in my presence by the Grantee

P.A. Mordan

Signature of Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

John Goodman

Occupation

Director

Address

Auckland

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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

2003/6180EF
Approved
Registrar-General of Land

Land registration district

North Auckland

EI 6423054.4 Easement

Cpy - 01/01, Pgs - 010, 18/06/06, 14:27



DocID: 311931936

Grantor

Surname(s) must be underlined or in CAPITALS.

Shelley Ann SAYES, Millwood Enterprises Limited AND David Matchett Alfred CASHMORE, Virginia Hume CLARK,
Peter Alexander HERDSON, Justin Mark CORLES and Samantha Kate CORLES

Grantee

Surname(s) must be underlined or in CAPITALS.


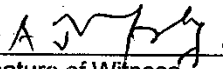
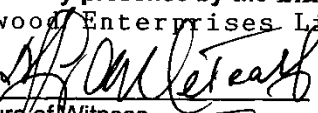
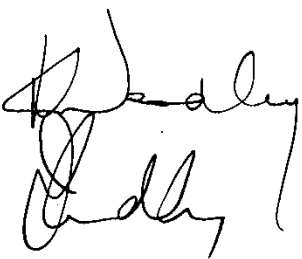
Robin Alexander RANSOM, Marion Ellen RANSOM and Lynne Reindler Trustees Limited

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 12 day of May 2005

Attestation

 Signature [Common Seal] of Grantor	Signed in my presence by the Grantor Shelley Ann SAYES  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name: <u>A.J. MURPHY.</u> Occupation: <u>RETIRED.</u> Address: <u>29 FERGUSON AVENUE</u> <u>SANDRINGHAM AK3.</u>
	Signed in my presence by the Grantor Grantee Millwood Enterprises Limited  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name: <u>M.L.A. METCALF</u> Occupation: <u>RET.</u> Address: <u>123 Valerie Rd.</u> <u>Warkworth.</u>
 Signature [Common Seal] of Grantor Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

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

Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Easement

Dated 12.05.05

Page 2 of 5 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

Signed in my presence by
the Grantor

David Matchett Alfred CASHMORE

in the presence of

C. L. W. B.
D. L. W. B.
D. L. W. B. (Solicitor)

Signed in my presence by
the Grantor

Virginia Hume CLARKE

in the presence of

C. L. W. B.
D. L. W. B.
D. L. W. B. (Solicitor)

Signed in my presence by
the Grantor

Peter Alexander HERDSOHN

in the presence of

JOHN ALEXANDER SMYTHE
Solicitor

Signed by the Grantor

Justin Mark CORLES and

Samantha Kate CORLES

in the presence of

MARUENE HADA WALKER.
ADMINISTRATOR
MAHURANGI WEST
WARKWORTH.

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.

[Handwritten signatures and initials in the box]

Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Easement

Dated 12.05.05

Page 3 of 5 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

Signed by the Grantee

Marion Ellen RANSOM & Robin

Alexander RANSOM in the

presence of

M. Walker

MARVENE LINDA WALKER.

ADMINISTRATOR

MAHURANGI WEST
WARKWORTH.

Signed by the Grantee

Lynne Reindler Trustees Limited

in the presence of

PA Jones

Patricia Anne Jones
Secretary

36B Derwent Crescent
Tikanga Auckland

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.

R. M. W. *PA Jones* *AG* *LR*

Annexure Schedule 1

Easement instrument

Dated

12.05.05

Page

4

of

5

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Shown as "Y" on DP 342415	CT NA92D/744 CT NA92D/745 CT NA182622 CT NA182623	CT NA174298 CT NA174299
Right of Way	Shown as "Z" on DP 342415	CT NA92D/744 CT NA92D/745 CT NA182622 CT NA182623	CT NA174299
Telecommunications & Computer Media Electricity	Shown as "Y" & "Z" on DP342415	CT NA92D/744 CT NA92D/745 CT NA182622 CT NA182623	CT NA174299

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

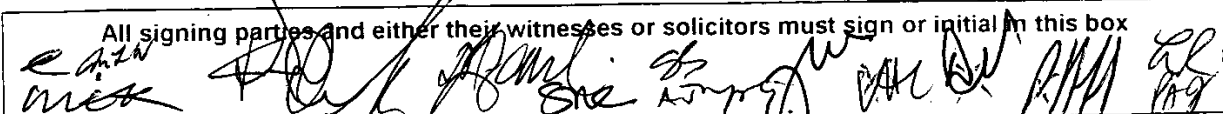
Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

2003/5038EF
Approved
Registrar-General of Land

*Easement

Dated 12.05.05

Page 5 of 5 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

Rights and Powers:-

1. The rights, powers and terms and conditions of the Right of Way Easement are the same as those set out by Easement Certificates C509598.5, Transfer C599562.3 and Transfer C636064.3 as varied by Variation of Easement D631344.1 and for the purposes of that variation,) the Grantee shall be deemed to be a registered proprietor
2. The Right of Way being lot 11 DP155544 shall as soon as possible be upgraded and widened along those areas marked "Y" and "Z" on DP342415 to a rural metalled standard as required by the Rodney District Council's "Standards for Engineering Design and Construction" (but such widening and/or upgrading shall exclude that part of lot 11 DP155544 marked "Y" on DP342415 which has already been widened and upgraded and which already meets the said Rodney District Council's standards) with the costs of such widening and/or upgrading of the areas marked "Y" and "Z" on DP342415 (being part Lot 11 DP 155544) being met by R A & M E Ransom as the Registered Proprietors of land in Certificate of Title NA92D/742
3. The Grantee shall pay the legal costs incurred by each of the Grantors of and incidental to this easement

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.

[Handwritten signatures and initials in the box]

Mortgage

ANZ National Bank Limited
~~National bank of New Zealand~~
~~Limited~~

Mortgage no. D639190.1

Act

~~18 APR 2005~~

REF: 7029 -- AUCKLAND DISTRICT LAW SOCIETY



The National Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Vanessa Mara Musin**, Manager, Lending Services of Auckland in New Zealand certifies that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

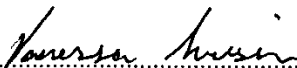
Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1			
Napier	as No.	644654.1			
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. At the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

DATED at Auckland the day of 2005

18 APR 2005



VANESSA MARA MUSIN

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc

Mortgage

Page 1 of 1 pages

Consentor

Surname must be underlined

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ASB Bank Limited

Mortgage Number 6111542.2

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]


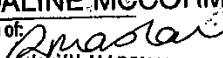
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the creation of a Right of Way easement and telecommunication & Computer Media, Electricity easement over areas marked "Y" and "Z" on Deposited Plan 342415 on Certificates of Title NA174298 & NA174299 as the Dominant Tenement and land in CT NA102A/588 as the Servient Tenement and to the registration and issue of new Certificates of Title NA174298, NA174299 & NA174529

Dated this 28th day of April 20 05

Attestation

<p> SIGNED by ASB BANK LIMITED by its Attorney MARY MAGDALINE MCCORMICK In the presence of Witness:  RUBYNN MARSHALL Bank Officer _____ AUCKLAND</p>	<p>Signed in my presence by the Consentor</p> <p>Signature of Witness _____</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name _____</p> <p>Occupation _____</p> <p>Address _____</p>
	<p>Signature of Consentor _____</p>

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

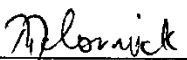
ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Mary Magdaline McCormick of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of
Manager Security Alterations and Settlements, Lending Services, with
ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or
information of the revocation of that appointment by the winding up of
the said company or otherwise.



Mary Magdaline McCormick

SIGNED at Auckland this 5th day of May

2005

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc

Mortgage

Page 1 of 1 pages

Consentor

Surname must be underlined

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ASB Bank Limited

Mortgage no. 6334201.6

Consent

Delete Land Transfer Act 1952. If inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

The creation of a Right of Way easement and Telecommunication and Computer Media, Electricity Easement over areas marked "Y" and "Z" on Deposited Plan 342415 on Certificates of Title NA174298 and NA174299 as the Dominant tenement and Land in Certificate of Title NA182622 as the Servient tenement and to registration of and issue of new Certificates of Title NA174298, NA174299 & NA174529

Dated this 5 day of May 2005

Attestation

SIGNED by ASB BANK LIMITED by its Attorney

MARY MAGDALINE MCCORMICK

Witness:

ROBYN MARSHALL

Bank Officer AUCKLAND

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

NORTH AUCKLAND



EI 7938889.3 Easemen

Cpy - 01/01, Pgs - 007, 16/09/08, 12:26



DocID: 313182366

Grantor

Surname(s) must

WARKWORTH ESTATE LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

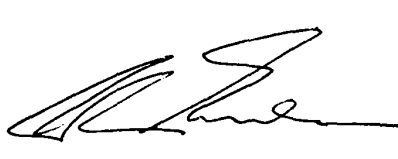
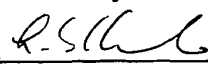
VECTOR LIMITED

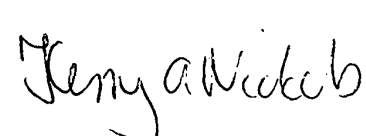
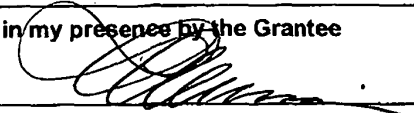
Grant* of easement or profit à prendre or creation or covenant

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 3rd day of September 2008

Attestation

 Director	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	LINDA HINCHCO Legal Executive Dawsons, Solicitors Howick & East Tamaki

 Kerry Ann Morris Director / Attorney / Authorised Signatory	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	Lisa Ann Morris Administrator Auckland

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.



Easement instrument

Dated

3rd September 2008

Page

1

of

5

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	Marked "B" on DP 408406 Marked "C" on DP 408406	Lot 1 DP 408406 (CT 430397) Lot 2 DP 408406 (CT 430398)	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 Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~[varied]~~ ~~[negatives]~~ ~~[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

Insert type of instrument

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

Easement

Dated 3rd September 2008

Page 2 of 5 Pages



(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

1. DEFINITIONS AND INTERPRETATION

In this instrument unless the context otherwise requires:

- (a) **"Accommodation"** means that building or other structure (if any) enclosing and/or surrounding the Substation from time to time including the foundation, floor, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation (if any).
- (b) **"Easement Land"** means those parts of the Land specifically marked on the Plan and referred to in this instrument.
- (c) **"Emergency Situation"** means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity or telecommunications and computer media.
- (d) **"Equipment"** includes the Substation (if any) and all pipes, ducting, cables (including fibre optic cables), meters and load management devices and conducting media, transformers and all other equipment which is situated on, in, over or under the Easement Land or which the Grantee requires to place on, in, over or under the Easement Land to carry out the Permitted Uses.
- (e) **"Land"** is the land comprised and described in the computer freehold register referred to in this instrument.
- (f) **"Land Code"** means the code of practice from time to time applying to the land based activities of organizations (including the Grantee) involved in the transmission and distribution of electricity and gas, and with respect to which the Grantee has agreed to be bound.
- (g) **"Permitted Uses"** are for the transmission and conducting of electric current for the benefit of the Land and any other land the conveyance and supply of telecommunications and computer media and for any other purpose reasonably required by the Grantee for the purposes of its business.
- (h) **"Plan"** is the deposited plan referred to in this instrument.
- (i) **"Rights"** are the full, free, uninterrupted and unrestricted ability and licence at all times to go on, over and under the Land to enter the Easement Land with or without vehicles, tools or machinery to:
 - (i) undertake Works; and
 - (ii) use the Equipment,

provided that, except in the event of an Emergency Situation or when operating or inspecting the Equipment or carrying out Works of a minor nature ancillary to such inspection, the Grantee shall provide the Grantor and/or the occupier for the time being of the Land at least five (5) Working Days' notice prior to exercising the Rights.

For the avoidance of doubt, the Grantor acknowledges that, in substitution for the notice specified from time to time in the Land Code (if any), it agrees to the Grantee's operating, inspecting or carrying out Works of a minor nature ancillary to such inspection without the provision of notice. The Grantor further acknowledges that it agrees to the five (5) Working Day notice period above in substitution for the ten (10) Working Day notice period (or such other period as may be specified from time to time) specified in the Land Code (if any).

- (j) **"Substation"** means the distribution substation and/or switching equipment (if any) installed from time to time on the Easement Land.
- (k) **"Working Day"** means any day of the week other than:
 - (i) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Waitangi Day and the Provincial Anniversary Day as observed at the place where the Land is situated; and
 - (ii) a day in the period commencing with 25 December in any year and ending with 2 January in the following year.

A Working Day shall be deemed to commence at 8.00 am and to terminate at 8.00 pm.
- (l) **"Works"** means constructing, laying, equipping, maintaining, inspecting, repairing, altering, renewing, replacing (with or without something substantially similar), upgrading, adding to, removing and operating the Equipment or any other works including but not limited to excavating trenches in which the Equipment will be placed, required to be undertaken by the Grantee in order that it may use the Easement Land for the Permitted Uses.

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.

[Handwritten signatures and initials]

Annexure Schedule

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



Easement

Dated

3rd September 2008

Page

3

of

5

Pages

(Continue in additional Annexure Schedule, if required.)

- (m) Headings are included for convenience only and do not affect the interpretation of this instrument.
- (n) Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.
- (o) Reference to the Grantee and Grantor is deemed to be a reference also to the Grantee's and Grantor's employees, workmen, engineers and agents unless repugnant to the context and, in the case of the Grantee, to any person nominated by the Grantee in accordance with clause 8.
- (p) Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.
- (q) References to the parties includes reference to the parties, executors, administrators, successors in title and assigns.

2. GRANT

The Grantor grants and the Grantee accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses together with the right to exercise the Rights for all time on the basis that no power is implied for the Grantor to determine this easement in gross for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement in gross shall subsist until surrendered.

3. GRANTEE'S OBLIGATIONS

The Grantee shall:

- (a) In undertaking any Works cause as little damage as possible to the Land and as little inconvenience as possible to the Grantor; and
- (b) Following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land as soon as possible after the Works have been completed and restore the surface of the Land as nearly as possible to its former condition (unless otherwise agreed).

4. GRANTOR'S OBLIGATIONS

4.1 The Grantor shall not:

- (a) Place or allow to be placed any buildings, fences or other erections on the Easement Land other than those in existence as at the date of this instrument; or
- (b) Allow any tree or shrub to grow on the Easement Land other than those in existence as at the date of this instrument; or
- (c) Permit to be done any act on the Land that interferes with or affects the Permitted Uses or the exercise by the Grantee of the Rights. In particular and without limiting the generality of this clause 4.1(c), the Grantor shall, at its cost, at all times keep the access route over the Land to the Easement Land clear and in good condition including the prompt undertaking of any necessary reinstatement works; or
- (d) Interfere with or allow any interference with the Equipment or cause or allow any damage to be done to the Equipment; or
- (e) Grant any rights over the Easement land to any party other than the Grantee.

4.2 Should the Grantor fail to observe or breach any of its obligations contained in this clause 4 the Grantee may remedy any such failure to observe or breach and the Grantor shall reimburse the Grantee for the cost of any such remedy.

5. MAINTENANCE

The Grantee shall at its cost keep the Equipment in good and substantial repair although the Grantor acknowledges that the Grantee shall not be liable for any loss, cost or damage caused to or suffered by the Grantor as a result of any failure to repair the Equipment except to the extent of any compensation which would be payable under the Grantee's then standard terms and conditions of electricity supply as published and publicly notified on the Grantee's website from time to time.

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.

Kailu

Annexure Schedule

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



Easement

Dated 3rd September 2008

Page 4 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

6. OWNERSHIP

The Grantee retains ownership of the Equipment which does not form part of the Land.

7. IMPLIED RIGHTS AND POWERS

The rights and powers implied in certain easements pursuant to section 90D of the Land Transfer Act 1952 (and currently set out in Schedule 4 of the Land Transfer Regulations 2002) are, as between the Grantor and Grantee, substituted and replaced by the terms set out in this instrument.

8. NOMINATION OF GRANTEE

The Grantee may, by serving written notice to that effect on the Grantor (and without prejudice to the rights of the Grantee pursuant to section 291 Property Law Act 2007) nominate any person to exercise (either together with the Grantee or otherwise) any of the rights granted to the Grantee hereunder and may require the Grantor to grant to such person an easement substantially in the form of this instrument in respect of such rights.

9. GRANTOR TO NOTIFY OCCUPIER

The Grantor shall notify every occupier of the Land of the terms of this instrument and shall procure that any such occupier shall comply with the terms of this instrument as necessary for the Grantee to have the full use and benefit thereof

10. DISPUTES

If any dispute arises between the Grantor and the Grantee concerning the rights created by this instrument and the parties are unable to resolve that dispute through good faith negotiations.

- (a) To the extent that the dispute falls within the categories of dispute dealt with pursuant to the Land Code, the parties shall comply with the provisions of the Land Code; and
- (b) To the extent that the dispute does not come within the provisions of clause 10(a) and if the dispute is not resolved within one (1) month of the date on which the parties begin their negotiations:
 - (i) the dispute shall be referred to a senior manager or executive of each of the Grantor and the Grantee who shall enter into negotiations in good faith to resolve the dispute; or
 - (ii) if the parties agree (including as to the terms of reference), the matter may be referred to mediation.

11. ACCOMMODATION OWNED BY GRANTOR

- (a) Where this instrument states that there exists Accommodation owned by the Grantor, the following provisions of this clause 11 shall apply but such provisions shall not otherwise be binding on the parties.
- (b) The Grantor shall not enter that part of the Easement Land on which the Accommodation is situated except for the purposes of carrying out inspection of and maintenance on the Accommodation pursuant to clause 11(c) and in accordance with clause 11(d).
- (c) The Grantor shall at its cost keep the Accommodation in good and substantial repair. The Grantor may enter and inspect the Accommodation from time to time in accordance with clause 11(d) to determine the condition of the Accommodation and to carry out necessary repairs in terms of this clause 11(c). Without prejudice to the foregoing, the Grantor shall at all times ensure that:
 - (i) The ventilation both within and from the Accommodation is no way restricted; and
 - (ii) The fire resistance rating and fire protection measures of the Accommodation at the date of this instrument are maintained.
- (d) The Grantor acknowledges that the Accommodation containing the Equipment is locked at all times by the Grantee. If the Grantor reasonably suspects that the Accommodation requires repair, upon receiving notification from the Grantor the

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.

RS [Signature] KAW

Annexure Schedule

Insert type of instrument

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

Easement

Dated 3rd September 2008

Page 5 of 5 Pages



(Continue in additional Annexure Schedule, if required.)

Grantee agrees to, on reasonable notice (except in an Emergency Situation), accompany the Grantor to enter the Accommodation for the purpose of inspecting the Accommodation or carrying out repair, provided that the Grantor shall have the right to inspect the Accommodation without charge by the Grantee no more than twice a year (other than in an Emergency Situation).

- (e) If the Grantee becomes actually aware of any want of repair or maintenance in respect of the Accommodation, the Grantee shall notify the Grantor in writing of any such want of repair or maintenance provided always that the Grantee is not required to carry out inspections of the Accommodation when it enters the Accommodation or otherwise, and the Grantee shall not be imputed with constructive awareness of any want of maintenance or repair.
- (f) Should the Grantor fail to observe its obligations contained in clause 11(c) the Grantee may remedy any such failure to observe and the Grantor shall reimburse the Grantee (on demand) for the cost of any such remedy.

12. ACCOMMODATION OWNED BY GRANTEE

- (a) Where this instrument states that there exists Accommodation owned by the Grantee the following provisions of this clause 12 shall apply.
- (b) The Grantor shall not enter that part of the Easement Land on which the Accommodation is situated.
- (c) The Grantee shall at its cost keep the Accommodation in good and substantial repair although it shall not be liable for any loss, cost or damage caused to or suffered by the Grantor as a result of any failure to repair the Accommodation.
- (d) The Grantee retains ownership of the Accommodation which does not form part of the Land.

13. BUILDING

13.1 Where this instrument states that there exists a Building on the Land at the date of the Easement Instrument the following provisions of this clause 13 shall apply:

13.2 For the purposes of this clause 13:

- (a) "Building" means the building or other improvements situated on the Land.
- (b) The definition of "Rights" in clause 1(i) shall be varied by inserting the words "and to go into and have access to and through the Building" after the words "over and under the Land".

13.3 In addition to the obligations contained in clause 13:

- (a) the Grantee shall, in undertaking any Works, cause as little damage as possible to the Building and as little inconvenience as possible to the Grantor and/or the Grantor's tenants, licensees and other persons who have the right to use the Building; and
- (b) following undertaking of the Works, shall make good any damage to the Building caused through the undertaking of the Works.

13.4 The Grantor and the Grantee acknowledge that the provisions of clause 4.1 shall apply including (without limitation) that the Grantor shall not place or allow to be placed any buildings, fences or other erections on the Easement Land (with the exception of the Building existing at the date of the Easement Instrument).

14. PRESENCE OF ACCOMMODATION

- (a) There is no Accommodation.

15. PRESENCE OF BUILDING

- (a) At the date of this instrument there is a Building on the Land.

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.

Handwritten signatures and initials, including "KAV".

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

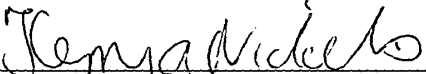
I, **Kerry Ann Nickels** of **Auckland**, New Zealand certify:

1. That by deed dated **12 December 2007**, registered with Land Information New Zealand under number **7670147.1** and having a supplementary document number of **700615**, I was appointed as attorney for Vector Limited, a company incorporated and existing under New Zealand law and having its registered office at Level 4, 101 Carlton Gore Road, Newmarket, Auckland, subject to the provisions set out in such deed.
2. To date I have not received any notice or information of the revocation of that appointment by the liquidation or dissolution of Vector Limited or otherwise.

DATED:

3 September 2008

SIGNED at Auckland


Signature of **Kerry Ann Nickels**

View Instrument Details



Instrument No 11674745.6
Status Registered
Date & Time Lodged 13 August 2020 10:55
Lodged By Stevenson, Roxanne June
Instrument Type Grant of Easement Without Transfer



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
902779	North Auckland
902780	North Auckland
902781	North Auckland
902782	North Auckland

Annexure Schedule Contains 1 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 11115102.1 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 11115102.2 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 11115102.3 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 11115102.4 has consented to this transaction and I hold that consent ☒

Signature

Signed by Claire Christine Endean as Grantor Representative on 21/08/2020 10:19 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Claire Christine Endean as Grantee Representative on 21/08/2020 10:20 AM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6266

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

Sections 109 Land Transfer Act 2017



Grantor

WARKWORTH ESTATE LIMITED

Grantee

WARKWORTH ESTATE LIMITED

Grant of Easement or Profit à prendre

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way Rights to convey electricity and telecommunications	BA and K DP 539629	Lot 3 DP 539629 902781	Lot 2 DP 539629 902780
Right of way	J and P DP 539629	Lot 1 DP 539629 902779	Lot 2 DP 539629 902780
	M DP 539629	Lot 3 DP 539629 902781	Lot 4 DP 539629 902782
Right to convey electricity	F, G and I DP 539629	Lot 2 DP 539629 902780	Lot 1 DP 539629 902779
Right to convey water	F, H, R, S DP 539629	Lot 2 DP 539629 902780	Lot 3 DP 539629 902781
	P and Q DP 539629	Lot 1 DP 539629 902779	Lot 3 DP 539629 902781

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

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

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

View Instrument Details



Instrument No 12005357.2
Status Registered
Date & Time Lodged 12 February 2021 11:37
Lodged By Stevenson, Roxanne June
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
902781	North Auckland
902782	North Auckland

Annexure Schedule Contains 1 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 11115102.1 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 11115102.2 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 11115102.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Claire Christine Endean as Grantor Representative on 12/02/2021 11:00 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Claire Christine Endean as Grantee Representative on 12/02/2021 11:00 AM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6266

EASEMENT INSTRUMENT TO GRANT EASEMENT OR *PROFIT À PRENDRE*

Sections 109 Land Transfer Act 2017

**Grantor**

ENDEANS FARM LIMITED

Grantee

ENDEANS FARM LIMITED

Grant of Easement or *Profit à prendre*

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	A on DP 557603	Lot 3 DP 539629 (RT 902781)	Lot 4 DP 539629 (RT 902782)

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

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

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

View Instrument Details



Instrument No 12171145.1
Status Registered
Date & Time Lodged 11 October 2021 16:15
Lodged By Stevenson, Roxanne June
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
902781	North Auckland
NA92D/742	North Auckland

Annexure Schedule Contains 1 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 11115102.1 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 11115102.2 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 11115102.3 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 11182759.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Claire Christine Endean as Grantor Representative on 11/10/2021 03:57 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 Claire Christine Endean as Grantee Representative on 11/10/2021 03:57 PM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6266

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

Sections 109 Land Transfer Act 2017



Grantor

ENDEANS FARM LIMITED

Grantee

ENDEANS FARM LIMITED

Grant of Easement or Profit à prendre

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain water	A on DP 564661	Lot 3 DP 539629 (RT 902781)	Lot 3 DP 155544 (RT NA92D/742)

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

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

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

View Instrument Details



Instrument No 12603100.3
Status Registered
Date & Time Lodged 18 November 2022 15:04
Lodged By Smythe, Lucy Jane
Instrument Type Easement Instrument



Affected Records of Title	Land District
1000428	North Auckland
1000429	North Auckland

Annexure Schedule Contains 2 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Lucy Jane Smythe as Grantor Representative on 16/11/2022 09:18 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Lucy Jane Smythe as Grantee Representative on 16/11/2022 09:18 AM

*** End of Report ***

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Thomas Douglas Morrison (1/2 share) and **Robyn June Morrison** (1/2 share)

Grantee

Thomas Douglas Morrison (1/2 share) and **Robyn June Morrison** (1/2 share)

Grant of Easement or *Profit à prendre*

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

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	A and B on DP 563173	Lot 2 DP 563173 (1000429)	Lot 1 DP 563173 (1000428)
Right to convey electricity and telecommunications	B and C on DP 563173	Lot 2 DP 563173 (1000429)	Lot 1 DP 563173 (1000428)

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

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

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

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

EASEMENT CERTIFICATE

B761215.5 EC

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

I,/We DAVID MALCOLM LAWSON of Waipukurau, Farmer and PAULINE ANNE LAWSON his wife

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 87 under No. 119449 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. 119449

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	3.9633 ha Lot 1 DP 119449 Allotments 365, 366 Part Allot- ments 73 and 361 Parish of Mahurangi	Marked A		68C/986
			4.2509 ha Lot 2 DP 119449 part Allotments 361 and 73 Parish of Mahurangi	68C/987
			3.9633 ha Lot 1 DP 119449 and being Allotments 365 and 366 Parish of Mahurangi	68C/986

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:

The only other rights or powers in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952 expressed or implied in the above easement are those set forth in the Ninth Schedule to the Property Law Act 1952

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

- Dated this

15

day of

October

1987

Signed by the above-named

DAVID MALCOLM LAWSON and
PAULINE ANNE LAWSON

Lawson P.A. Lawson

in the presence of

Witness

Occupation

Address

Salisbury

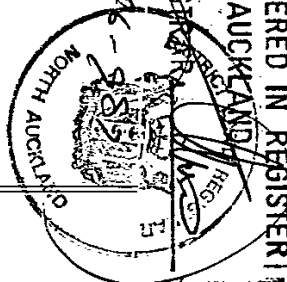
WARRICKWORTH

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



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST LAND REGISTRAR

11.10 07.DEC87 B 761215

WEBSTER MALCOLM & KILPATRICK
SOLICITORS
WARKWORTH



C388235-4EC.

Approved by the District Land Registrars: North Auckland 422175, 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).

K WOODCOCKS HOLDINGS LIMITED

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 North Auckland on the day of 19 92 under No. 150976 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. 150976

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of way servient tenement	Lot 6 DP 150976	Marked "A" on DP 150976	Lot 7 DP150976	90A/260

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

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

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:

As set out in the 7th Schedule to the Land Transfer
Act 1952

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

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

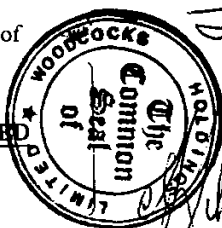
XX

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 June 1992

Signed by the ~~authorized~~
THE COMMON SEAL OF
WOODCOCKS HOLDINGS LIMITED
was hereunto affixed



in the presence of

Witness

Occupation

Address

[Signature] Rev. Director
WOODCOCKS HOLDINGS

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

*The written right of way when created
when created will be subject
to Section 209(1)(a) Local Government
Act 1974*

A.L.R.

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

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

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

10.26 24.JUN92 C 388235
PARTICULARS ENTERED
LAND REGISTRY AUCKLAND
904/259 - 260
DISTRICT LAND REGISTRAR
AUCKLAND NEW ZEALAND

ECG1

(4)

DYSON SMYTHE & GLADWELL
Solicitors
WARKWORTH



REGISTERED IN DUPLICATE

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

C. 509598.5
ET

EASEMENT CERTIFICATE

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

~~XXXX~~ COTTERALL FARM LIMITED at Auckland

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at North Auckland on the day of 1993 under No. 155544 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. 155544

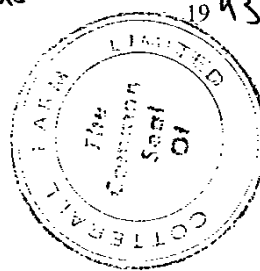
Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) - or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 11	A	Lots 3 & 4	92D/742 92D/743
Right of Way	Lot 7	B	Lot 6	92D/745

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

1. Rights and powers:

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

Dated this 20th day of August 1993
Signed by the above-named COTTERALL
FARM LIMITED by the
affixing of its common
seal
in the presence of [Signature]
Witness [Signature]
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

SF

MARTIN MOORHOUSE,
SOLICITOR,
AUCKLAND.

1. 8 23 AUG 83 11 12 00 AM 3.5 (4)

920/742-746
M. Moorhouse



C599562-3 TE

Under the Land Transfer Act 1952

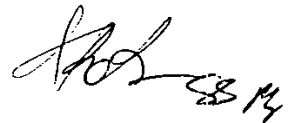
Memorandum of Transfer

WHEREAS COTTERALL FARM LIMITED at Auckland (hereinafter called "the Transferor") ~~being registered as proprietor of an estate in fee simple~~ 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 those pieces of land situated in the Land District of North Auckland containing 8.1598 hectares more or less being Lots 7 and 12 Deposited Plan 155544 being part Allotments 62,72 and 441 Parish of Mahurangi together with an estate in fee simple as to an undivided on third ~~share in 9105 square metres more or less being Lot 11~~ Deposited Plan 155544 being part Allotment 72 Parish of Mahurangi and being all the land comprised and described in Certificate of Title No. 92D/746 (North Auckland Registry) SUBJECT to Section 308 (4) Local Government Act 1974, Mortgage C.409151.2, Rights of Way created by Easement Certificate C.509598.5 of which easement marked "B" is subject to Section 309(1)(a) Local Government Act (hereinafter referred to as "the land first described")

AND WHEREAS SHELLEY ANN SAYES of Auckland, Consultant (hereinafter called "the Transferee") being registered as proprietor subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land situated in the Land District of North Auckland containing 7.000 hectares more or less being Lot 5 Deposited Plan 155544 being part Allotment 72 Parish of Mahurangi together with an undivided one third share in 9105 square metres more or less being Lot 11 Deposited Plan 155544 being part Allotment 72 Parish of Mahurangi and being all the land comprised and described in Certificate of Title No. 92D/744 (North Auckland Registry) SUBJECT to Section 308 (4) Local Government Act 1974 and to Easement Certificate C.509598.5 (hereinafter referred to as "the land secondly described")

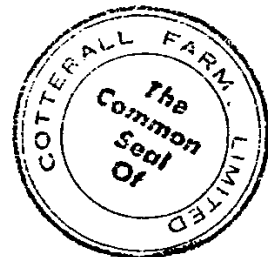
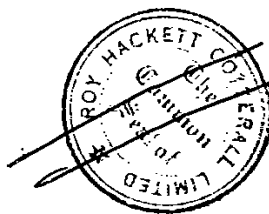
AND WHEREAS the parties have agreed to the grant of rights of way as hereinafter set out



NOW THEREFORE in pursuance of the said agreement and IN CONSIDERATION of the premises the Transferor hereby transfers and grants to the Transferee her servants agents workmen and visitors and all persons having business with her a free and perpetual right of way ingress egress and regress by vehicle or on foot and with or without implements and vehicles of every description loaded or unloaded, by night as well as by day, over and upon that part of Lot 7 marked "B" on Deposited Plan 155544 for the purpose of giving access to and from the land secondly described TO THE INTENT that the easement of right of way hereby created shall be forever appurtenant to the secondly described land. *not not*

IN WITNESS WHEREOF these presents have been executed this *twentieth* day of *April* One thousand nine hundred and ninety-four (1994).

THE COMMON SEAL of COTTERALL
FARM LIMITED was hereunto
affixed as Transferor in the
presence of :



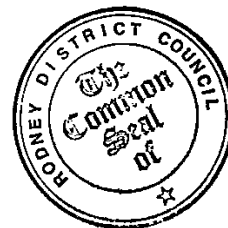
authentic signature

SIGNED by the said SHELLEY
ANN SAYES as Transferee in
the presence of :

Shelley Ann Sayes
Solicitor
Angland

Approved by the Rodney District
Council pursuant to Section 348
Local Government Act 1974 on
21 December 1993.

[Signature] for Mayor



P.A. Garcia for General Manager

In Consideration of the sum of

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all estate and interest in the said land above described

In witness whereof these presents have been executed this
of 19

day

Signed by the above named

in the presence of:—

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act 1952

P. Sayes

~~SOLICITOR FOR THE TRANSFEREE~~

COTTERALL FARM LIMITED Transferor

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

S.A. SAYES Transferee

P. Sayes

~~SOLICITOR FOR THE TRANSFEREE~~

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

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

Assistant / District Land Registrar of the

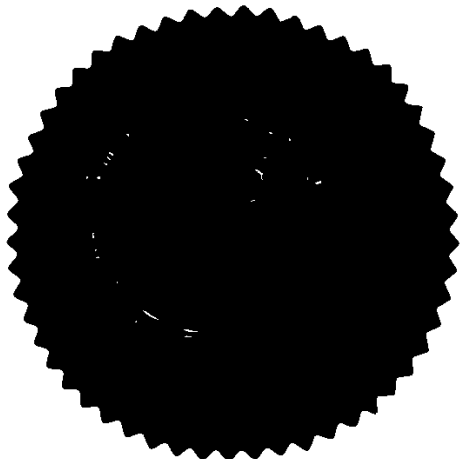
District of

P. Sayes

~~SOLICITOR FOR THE TRANSFEREE~~

BANK OF NEW ZEALAND as Mortgagee under and by virtue of Memorandum of Mortgage No. C.409151.2 HEREBY CONSENTS to the creation of the right of way evidenced by this Transfer but without prejudice to its rights under the said Mortgage.

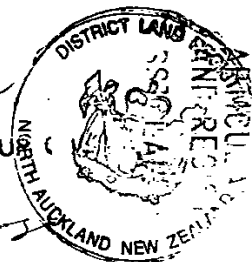
DATED this 14th day of April 1994.



THE COMMON SEAL OF BANK OF NEW ZEALAND WAS HERETO AFFIXED PURSUANT TO AN ORDER OF THE BOARD OF DIRECTORS IN PRESENCE OF:

MANAGER GROUP

COMPANY SECRETARY



1.31 12.MAY94 C 599562.3F

MARTIN MOORHOUSE,
SOLICITOR,
AUCKLAND.

19940761

9/10/94-746

Julia Lee

(C)



Under the Land Transfer Act 1952

Memorandum of Transfer

C636064.3
TE.

WHEREAS COTTERALL FARM LIMITED at Auckland (hereinafter called "the Transferor") ~~(being registered as proprietor of an estate in fee simple)~~ 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 those pieces of land situated in the Land District of North Auckland containing— 8.1598 hectares more or less being Lots 7 and 12— Deposited Plan 155544 being part Allotments 62, 72 and 441 Parish of Mahurangi together with an estate in fee simple as to an undivided one-third ~~more or less being~~ share in 9105 square metres more or less being Lot 11 Deposited Plan 155544 being part Allotment 72 Parish of Mahurangi and being all the land comprised and described in Certificate of Title No. 92D/746 (North Auckland Registry) SUBJECT to Section 308 (4) Local Government Act 1974, Mortgage C.409151.2, Rights of Way created by Easement Certificate C.509598.5 of which easement marked "B" is subject to Section 309(1)(a) Local Government Act (hereinafter referred to as "the land first described")

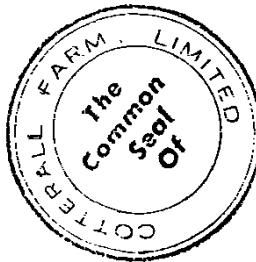
AND WHEREAS SIMON GRAHAM DEAN LLOYD of Kaipara Flats, Farmer and ANNE PATRICIA LLOYD his wife (hereinafter called "the Transferees") being registered as proprietor subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in that piece of land situated in the Land District of North Auckland containing 5.6000 hectares more or less being Lot 6 Deposited Plan 155544 being part Allotments 62 and 72 Parish of Mahurangi together with an undivided one third share in 9105 square metres more or less being Lot 11 Deposited Plan 155544 being part Allotment 72 Parish of Mahurangi and being all the land comprised and described in Certificate of Title No. 92D/745 (North Auckland Registry) SUBJECT to Section 308 (4) Local Government Act 1974 and to Easement Certificate C.509598.5 of which easement marked "B" is subject to Section 309(1)(a) Local Government Act 1974 (hereinafter referred to as "the land secondly described")

AND WHEREAS the parties have agreed to the grant of rights of way as hereinafter set out

NOW THEREFORE in pursuance to the said agreement and IN CONSIDERATION of the premises the Transferor hereby transfers and grants to the Transferees their servants agents workmen and visitors and all persons having business with them a free and perpetual right of way ingress egress and regress by vehicle or on foot and with or without implements and vehicles of every description loaded or unloaded, by night as well as by day, over and upon that part of Lot 7 marked "C" on Deposited Plan 161643 for the purpose of giving access to and from the land secondly described TO THE INTENT that the easement of right of way hereby created shall be forever appurtenant to the secondly described land.

IN WITNESS WHEREOF these presents have been executed this 4th day of July One thousand nine hundred and ninety-four (1994).

THE COMMON SEAL of COTTERALL
FARM LIMITED as Transferor
was hereunto affixed in the
presence of :



[Handwritten signature]
authorised signatory

SIGNED by the said SIMON
GRAHAM DEAN LLOYD and ANNE
PATRICIA LLOYD as Transferees
in the presence of :

X *[Handwritten signature]*

X *[Handwritten signature]*

[Handwritten signature]
Graham Dean Lloyd
Anne Patricia Lloyd
Annette

For office use only

Date

In Consideration of the sum of

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all estate and interest in the said land above described

In witness whereof these presents have been executed this
of 19

day

Signed by the above named

in the presence of:—

NOTARY PUBLIC
J. H. HARRIS
NOTARY PUBLIC
J. H. HARRIS

No.

TRANSFER ~~XX~~ CREATING
RIGHT OF WAY

Correct for the purposes of the Land Transfer Act 1952

SOLICITOR FOR THE TRANSFEREE

COTTERALL FARM LIMITED Transferor

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

S.G.D. & A.P. LLOYD Transferee

SOLICITOR FOR THE TRANSFEREE

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

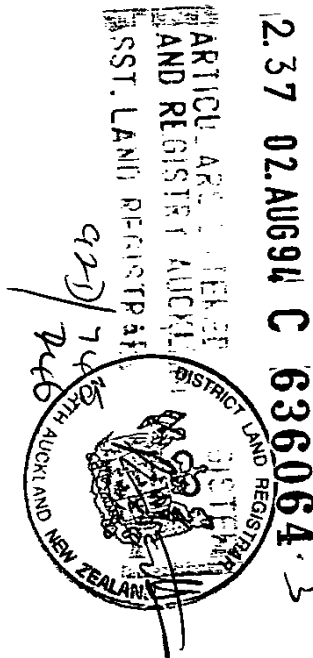
I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

Assistant / District Land Registrar of the

District of

SOLICITOR FOR THE TRANSFEREE

MARTIN MOORHOUSE,
SOLICITOR,
AUCKLAND.



D631344.1 VE

MEMORANDUM OF
VARIATION OF RIGHT OF WAY EASEMENTS

BETWEEN: **ROBIN ALEXANDER RANSOM** and **MARION ELLEN RANSOM**

AND **TOKATU HOLDINGS LIMITED**

AND **SHELLEY ANN SAYES**

AND **MILLWOOD ENTERPRISES LIMITED**

AND **DAVID MATCHETT ALFRED CASHMORE** and
VIRGINIA HUME CLARK and **PETER ALEXANDER HERDSON**

BACKGROUND

- A. By Easement Certificate dated 20th August 1993 registered number C.509598.5 Cotterall Farm Limited granted certain right of way easements in favour of Lots 3 and 4 Deposited Plan 155544 over Lot 11 Deposited Plan 155544 and in favour of Lot 6 Deposited Plan 155544 over Lot 7 Deposited Plan 155544.
- B. By Transfer dated 20th April 1994 registered number C.599562.3 Cotterall Farm Limited the registered proprietor of Lots 7 and 12 Deposited Plan 155544 granted a right of way marked B on plan 155544 in favour of Lot 5 Deposited Plan 155544.
- C. By Transfer dated 4th July 1994 registered number C.636064.3 Cotterall Farm Limited the registered proprietor of Lots 7 and 12 Deposited Plan 155544 granted a right of way marked C on Plan 161643 in favour of Lot 6 Deposited Plan 155544.
- D. The parties being the current Registered Proprietors of Lots 3, 4, 5, 6, 7 and 11, Deposited Plan 155544, comprised in Certificates of Title 92D/742, 92D/743, 92D/744, 92D/745, and 102A/588 (North Auckland Registry) ("the Dominant and Servient Tenements") have agreed to contribute towards a fund for the maintenance, repair and upkeep of the rights of way referred to in clauses A, B and C above ("the Rights of Way").
- E. The parties by this memorandum wish to record their agreement.

Handwritten signatures and initials on the right margin, including "PAM", "JHC", "SS", and "D".

Handwritten signature or mark.

Handwritten signature or mark.

IT IS AGREED:-

1. THE Rights of Way easements be varied as follows:-

- 1.1 The Registered Proprietors agree to contribute towards a fund for the maintenance, repair and upkeep of the Rights of Way ("the Fund");
- 1.2 Contributions to the Fund shall be calculated in accordance with the following formula:-

A x B

where:

A = *Length in metres from commencement of right of way to the end of each Registered Proprietor's right of way*

B = *Dollar amount to be determined annually by majority consent of the Registered Proprietors*
- 1.3 The formula for calculating contributions due from each of the Registered Proprietors may be varied from time to time by unanimous agreement of the Registered Proprietors;
- 1.4 Contributions shall be paid by each of the Registered Proprietors by monthly instalments to a nominated bank account by way of automatic payment or otherwise as determined by majority consent of the Registered Proprietors;
- 1.5 Signatories to the nominated bank account shall be appointed and removed by majority consent of the Registered Proprietors;
- 1.6 Withdrawals from the Fund shall be for the purpose of maintenance and repair of the Rights of Way (excluding damage under clause 2 herein) and shall be authorised by majority consent of the Registered Proprietors;
- 1.7 Any mortgagee of the Dominant and Servient Tenements or any creditor of the Registered Proprietors shall not be entitled to appropriate contributions in the Fund or be required to contribute to

PHH
DMM
VAC
MER
OLW
SS
aa

2

9

the Fund upon default in payment by any of the Registered Proprietors;

- 1.8 Should any of the Dominant or Servient Tenements be transferred by way of sale or other disposition, the Registered Proprietor of that land as transferor/disposor shall advise the transferee/disposee of the existence of the Fund and obtain an automatic payment authority for the next and subsequent contributions payable;
- 1.9 On transfer or other disposition of any of the Dominant or Servient Tenements the Registered Proprietor of that land will not be entitled to recover any contribution from the Fund but may recover a proportion of the monthly contribution paid from the transferee/disposee at settlement;
- 1.10 The Fund may be terminated by unanimous consent of the Registered Proprietors following which the nominated bank account shall be closed and the proceeds distributed between the Registered Proprietors calculated in accordance with the formula in clause 1.2 at the time of termination.

2. ANY damage caused to the surface of the Rights of Way by heavy vehicles, machinery, or equipment, or through commercial use involving heavy vehicles, shall be repaired, and the surface restored to its original condition, at the cost of the Registered Proprietor or their agents, servants, contractors, invitees or the like responsible for such damage.

3. IF any Registered Proprietor ("the defaulting party") neglects or refuses to perform or join with the other Registered Proprietors ("the other party") in performing any obligation under this memorandum the following provisions shall apply:-

- 3.1 the other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that after the expiration of seven (7) days from service of the default notice the other party may perform such obligation;
- 3.2 if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may perform such obligation;



3.3 the defaulting party shall be liable to pay to the other party the costs incurred in performing such obligation;

3.4 the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.

4. IN this Memorandum the following terms shall have the following definitions:-

4.1 "Registered Proprietor" or "Registered Proprietors" as the case may be shall mean the registered proprietor or registered proprietors of the Dominant and Servient Tenements together with their successors in title;

4.2 "majority" shall mean three quarters or more of the Registered Proprietors.

5. THE provisions contained herein shall be registered against the Certificates of Title for the Dominant and Servient Tenements and each party:-

(a) shall use his/her/its best endeavours to produce the relevant Certificate of Title as soon as practicable for this purpose; and

(b) shall bear his/her/its own costs (including any production fees, disbursements on LINZ registration, and solicitor and client costs).

6. THE background to this Memorandum is warranted true and correct and forms part of this Memorandum.

IN WITNESS WHEREOF this memorandum was executed the 29th day of June 2001

Signed by **ROBIN ALEXANDER RANSOM**
and **MARION ELLEN RANSOM** in the
presence of:-

) *Robin Alexander Ransom*
) *Marion Ellen Ransom*

Christopher John Gilbert
21.0 B Shelly Rd Papatua New Zealand

[Signature]

[Signature]

[Signatures]
SS
ea

Signed by TOKATU HOLDINGS LIMITED)

STEVEN MARGERY AUBON
Full Name of Director

Susan Mary Hilborn
Full Name of Director/Authorised Person

[Signature]
Signature of Director

[Signature]
Signature of Director/
~~Authorised Person~~

~~in the presence of:~~

Signed by SHELLEY ANN SAYES)

in the presence of:-

[Signature]
30A Ferguson Ave
Mt Albert
Reside of

LINDA LURICH)

[Signature]

Signed by MILLWOOD ENTERPRISES LIMITED)

Melwyn David Woodley
Full Name of Director

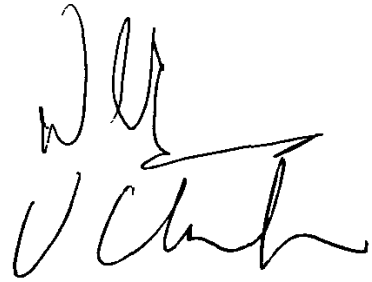
IAN CHARLES WOODLEY
Full Name of Director/Authorised Person

[Signature]
Signature of Director

[Signature]
Signature of Director/
Authorised Person

~~in the presence of:~~

Signed by DAVID MATCHETT ALFRED
CASHMORE and VIRGINIA HUME CLARK
in the presence of:-



Reynolds
Lorena Reynolds
Rose Elaine
380B Mahurangi East Road
Snells Beach
Nanny-

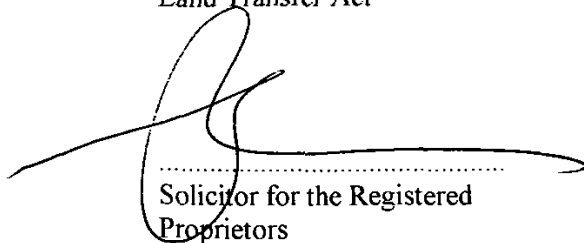
Signed by PETER ALEXANDER HERDSON
in the presence of:-



Daniel Bowden
PO Box 1631
Auckland
Sales



Correct for the purposes of the
Land Transfer Act



Solicitor for the Registered
Proprietors

LINZ COPY



10.30 15.AUG01 D 631344 IF

PARICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
REGISTRAR - 15 AUG 2001

VE specified in EC C5095985

(P) VE - 105

92D/742 to 744 inc

102A/588

92D/745 - PN 969345

- Wladimir