

Attachment 3

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Records of Title and Interests

# RPNZ document ordering service

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**Certificate of Title with diagram: 472117**

**Property: 88 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 418770**

**CoreLogic Reference: 3189088/14**

**Processed: 17 April 2024**

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



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 472117  
**Land Registration District** North Auckland  
**Date Issued** 31 July 2009

**Prior References**

273250 400214

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**Estate** Fee Simple  
**Area** 15.7286 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 418770

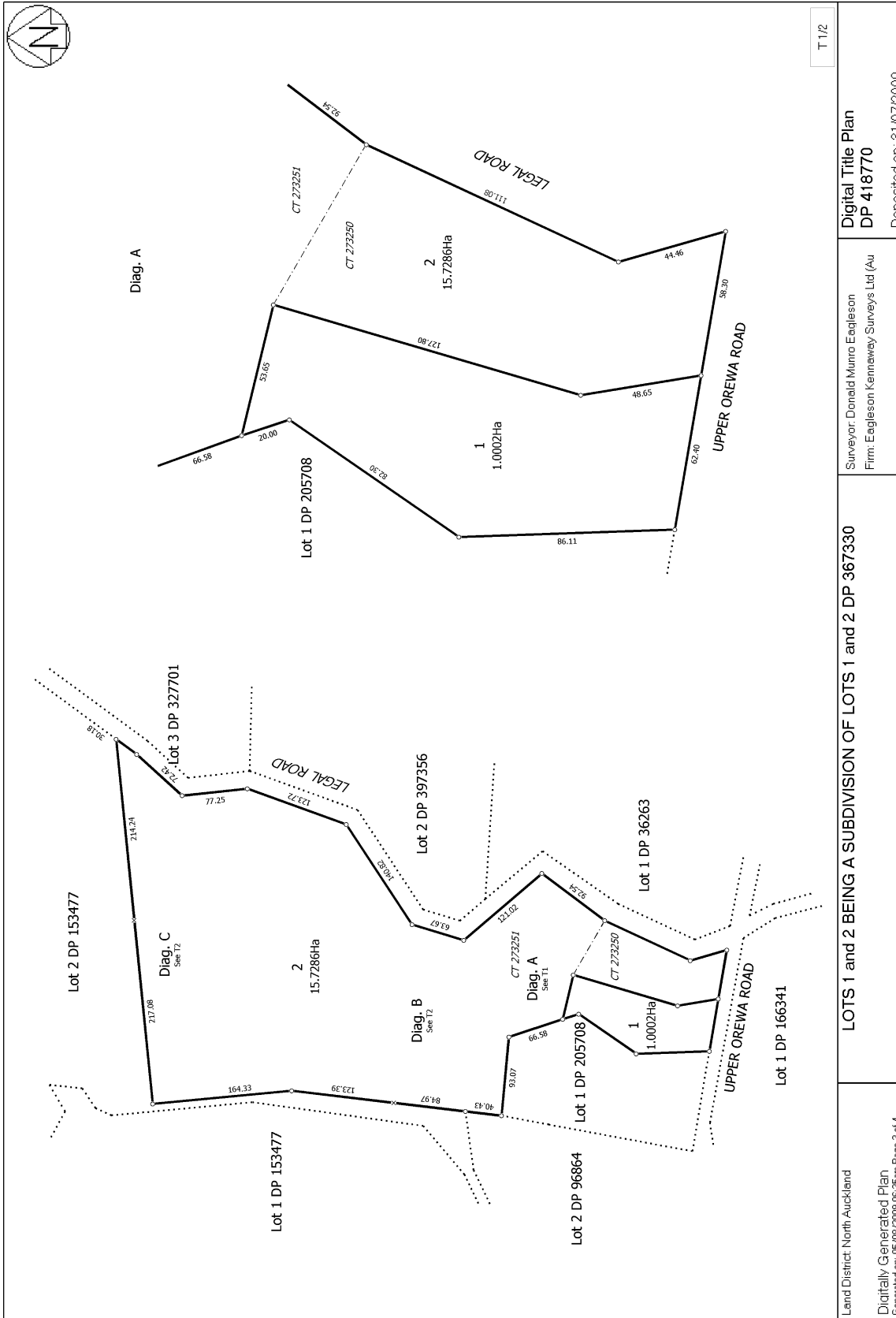
**Registered Owners**

s 9(2)(b)(ii)

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**Interests**

7405348.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.6.2007 at 9:00 am  
10114626.4 Mortgage to ANZ Bank New Zealand Limited - 8.7.2015 at 3:41 pm



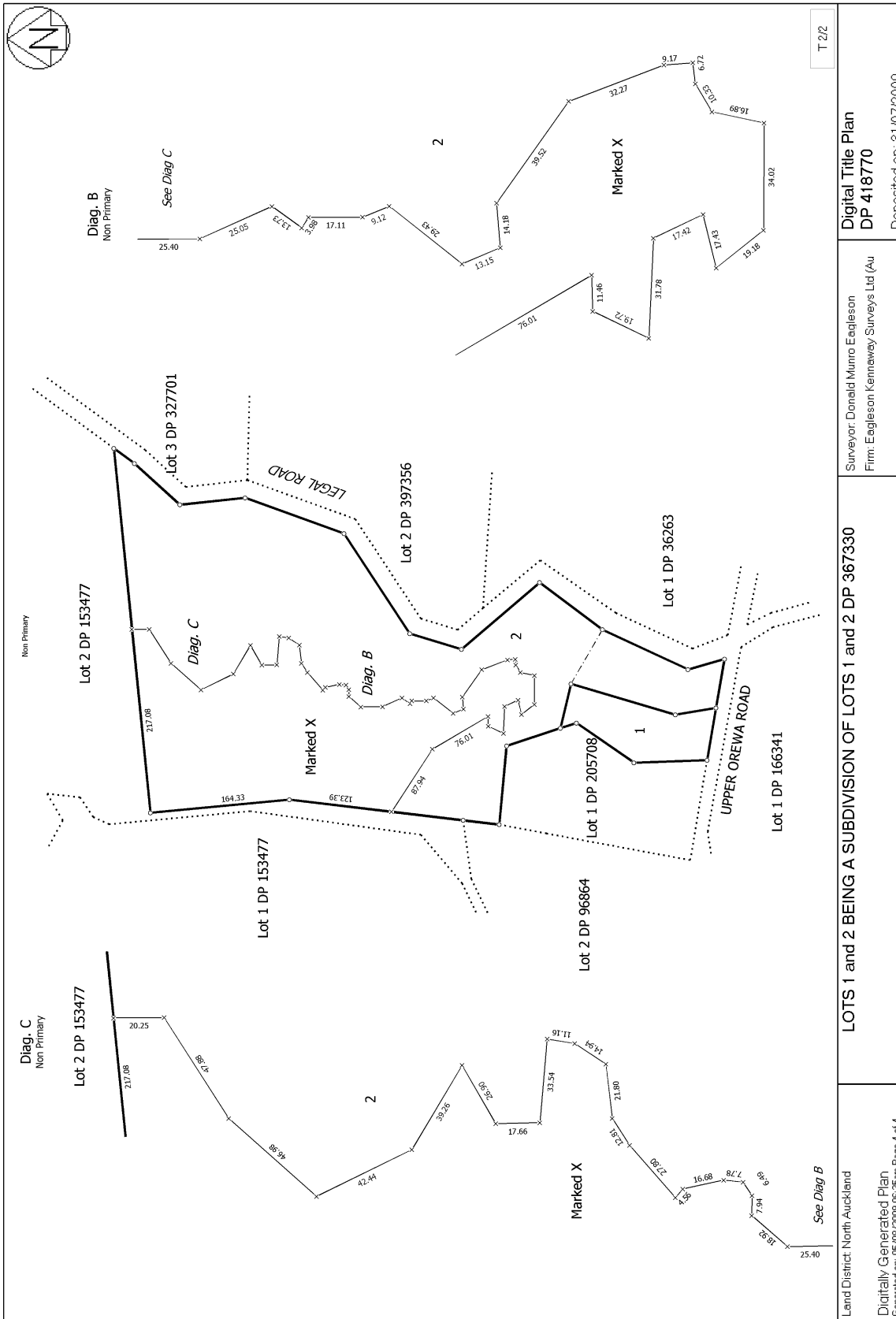
T 1/2

Digital Title Plan  
DP 418770  
Deposited on: 31/07/2009

Surveyor: Donald Munro Eagleson  
Firm: Eagleson Kerinway Surveys Ltd (Au)

LOTS 1 and 2 BEING A SUBDIVISION OF LOTS 1 and 2 DP 367330

Land District: North Auckland  
Digitally Generated Plan  
Generated on: 05/08/2009 06:35am Page 3 of 4



T 2/2

Digital Title Plan DP 418770

Surveyor: Donald Munro Eagleson  
Firm: Eagleson Kernehan Surveys Ltd (Au)

LOTS 1 and 2 BEING A SUBDIVISION OF LOTS 1 and 2 DP 367330

Land District: North Auckland  
Digitally Generated Plan  
Generated on: 15/08/2009 06:35am Page 4 of 4

Deposited on: 31/07/2009

# RPNZ document ordering service

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**Document, Interest, Instrument: 7405348.2**

**Property: 88 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 418770**

**CoreLogic Reference: 3189088/3**

**Processed: 17 April 2024**

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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 267330 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

(native bush and riparian revegetation protection) The existing native bush to be protected on Lot 2 (labelled X) 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 do anything that would prejudice the health of any of such natural landscape trees, vegetation or areas of bush and riparian areas; 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.

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

(building restrictions) Any buildings erected on the building site on Lot 1 shall be subject to the requirements of the report prepared by Geotech Professionals, reference 6440/05/AS, dated 28 March 2005, and any subsequent reports. Copies of the said report(s) will be held at the offices of the Council, Centreway Road, Orewa.

(limit on impermeable area) The maximum impermeable area on Lot 1 shall not exceed 455 square metres, unless a specific design for stormwater disposal is 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" and approved in writing by the Consents Engineer. Copies of the said report and document are held at the offices of the Council, Centreway Road, Orewa.

(building restrictions - stormwater control) All stormwater from buildings and paved areas on Lot 1 shall be collected and disposed of in accordance with the report prepared by I L Watson, reference J1728, dated 13 September 2005. The collection and disposal system shall be installed prior to the erection of any buildings and shall thereafter be maintained to the specified capacity and standard in perpetuity.

(monitoring) The owners for the time being of Lots 1 and 2 shall pay to the Council the fair and reasonable costs incurred by the Council in monitoring the ongoing conditions of consent as they apply to the lots 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.

### SECOND SCHEDULE

An estate in fee simple in 16.728 hectares more or less being Lot 2 DP 205708 comprised in Certificate of Title 134A/290(Pt) North Auckland Land Registry.

### THIRD SCHEDULE

Lots 1 and 2 DP 267330 totalling 16.7280 hectares in area.

DATED this 9<sup>th</sup> day of May 2007.

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

s 9(2)(b)(ii)

Authorised Officer

SCHEME PLAN: R40241



# RPNZ document ordering service

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**Document, Interest, Instrument: 8815781.2**

**Property: 88 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 418770**

**CoreLogic Reference: 3189088/4**

**Processed: 17 April 2024**

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email [documentordering@corelogic.co.nz](mailto:documentordering@corelogic.co.nz).



# View Instrument Details

**Instrument Type** Mortgage  
**Instrument No** 8815781.2  
**Status** Registered  
**Date & Time Lodged** 22 July 2011 13:10  
**Lodged By** s 9(2)(b)(ii)

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**Affected Computer Registers** Land District  
472117 North Auckland

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## Mortgagors

s 9(2)(b)(ii)

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## Mortgagees

ANZ National Bank Limited

## Share

## Mortgage Details

**Memorandum Number** s 9(2)(b)(ii)  
**Priority Amount \$** s 9(2)(b)(ii)

This mortgage incorporates the provisions of the above memorandum registered pursuant to section 155A of the Land Transfer Act 1952

---

## Mortgagor Certifications

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

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

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

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

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

## Signature

Signed by s 9(2)(b)(ii) as Mortgagor Representative on 22/07/2011 09:54 AM

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

# RPNZ document ordering service

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**Document, Interest, Instrument: 8242119.5**

**Property: 88 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 418770**

**CoreLogic Reference: 3189088/5**

**Processed: 17 April 2024**

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# View Instrument Details

**Instrument Type** Mortgage  
**Instrument No** 8242119.5  
**Status** Registered  
**Date & Time Lodged** 31 July 2009 15:10  
**Lodged By** s 9(2)(b)(ii)

---

**Affected Computer Registers** **Land District**  
472116 North Auckland  
472117 North Auckland

---

**Mortgagors**  
s 9(2)(b)(ii)

---

**Mortgagees** **Share**  
ASB Bank Limited

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## Mortgage Details

**Memorandum Number** 2008/4251  
**Priority Amount \$** s 9(2)(b)(ii)

This mortgage incorporates the provisions of the above memorandum registered pursuant to section 155A of the Land Transfer Act 1952

---

## Mortgagor Certifications

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

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

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

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

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

## Signature

Signed by s 9(2)(b)(ii) as Mortgagor Representative on 30/07/2009 03:21 PM

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

# RPNZ document ordering service

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**Document, Interest, Instrument: 8815781.3**

**Property: 88 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 418770**

**CoreLogic Reference: 3189088/6**

**Processed: 17 April 2024**

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# View Instrument Details

**Instrument Type** Discharge of Mortgage  
**Instrument No** 8815781.3  
**Status** Registered  
**Date & Time Lodged** 22 July 2011 13:10  
**Lodged By** s 9(2)(b)(ii)

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**Affected Computer Registers** **Land District**  
472117 North Auckland

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**Affected Instrument** Mortgage 8242119.5

The mortgagee(s) discharges the land estate and interest comprised in the above mortgage from the moneys thereby secured without prejudice to all other rights and remedies of the mortgagee(s) whatsoever.

## Mortgagees

ASB Bank Limited

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## Mortgagee Certifications

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

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

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

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

## Signature

Signed by s 9(2)(b)(ii) as Mortgagee Representative on 15/07/2011 10:42 AM

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

# RPNZ document ordering service

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**Document, Interest, Instrument: 8815781.1**

**Property: 88 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 418770**

**CoreLogic Reference: 3189088/7**

**Processed: 17 April 2024**

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# View Instrument Details

**Instrument Type** Transfer  
**Instrument No** 8815781.1  
**Status** Registered  
**Date & Time Lodged** 22 July 2011 13:10  
**Lodged By** s 9(2)(b)(ii)

---

**Affected Computer Registers** 472117  
**Land District** North Auckland

---

## Transferors

s 9(2)(b)(ii)

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## Transferees

s 9(2)(b)(ii)

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## Transferor Certifications

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

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

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

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

## Signature

Signed by s 9(2)(b)(ii) as Transferor Representative on 15/07/2011 10:45 AM

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## Transferee Certifications

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

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

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

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

## Signature

Signed by s 9(2)(b)(ii) as Transferee Representative on 22/07/2011 09:53 AM

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



# RPNZ document ordering service

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**Document, Interest, Instrument: 10054277.1**

**Property: 88 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 418770**

**CoreLogic Reference: 3189088/8**

**Processed: 17 April 2024**

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# View Instrument Details

**Instrument Type** Caveat against dealings with land under s137 Land Transfer Act 1952  
**Instrument No** 10054277.1  
**Status** Registered  
**Date & Time Lodged** 06 May 2015 14:49  
**Lodged By** s 9(2)(b)(ii)

---

**Affected Computer Registers** 472117  
**Land District** North Auckland

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## Registered Proprietor

s 9(2)(b)(ii)

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## Caveator

s 9(2)(b)(ii)

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## Estate or Interest claimed

s 9(2)(b)(ii)

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## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

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## Address for Service of Caveator

s 9(2)(b)(ii)

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## Address for Registered Proprietor

s 9(2)(b)(ii)

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# View Instrument Details

## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 **S 9(2)(b)(ii)** as Caveator Representative on 06/05/2015 02:35 PM

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

# RPNZ document ordering service

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**Document, Interest, Instrument: 10114626.4**

**Property: 88 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 418770**

**CoreLogic Reference: 3189088/9**

**Processed: 17 April 2024**

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# View Instrument Details

**Instrument Type** Mortgage  
**Instrument No** 10114626.4  
**Status** Registered  
**Date & Time Lodged** 08 July 2015 15:41  
**Lodged By** s 9(2)(b)(ii)

---

**Affected Computer Registers** **Land District**  
472117 North Auckland

---

**Mortgagors**  
s 9(2)(b)(ii)

---

Mortgagees	Share
ANZ Bank New Zealand Limited	

---

## Mortgage Details

**Memorandum Number** 2012/4308  
**Priority Amount \$** s 9(2)(b)(ii)

This mortgage incorporates the provisions of the above memorandum registered pursuant to section 155A of the Land Transfer Act 1952

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## Mortgagor Certifications

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

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

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

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

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

## Signature

Signed by s 9(2)(b)(ii) as Mortgagor Representative on 08/07/2015 11:26 AM

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

# RPNZ document ordering service

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**Document, Interest, Instrument: 8837859.1**

**Property: 88 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 418770**

**CoreLogic Reference: 3189088/10**

**Processed: 17 April 2024**

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# View Instrument Details

**Instrument Type** Variation of Mortgage  
**Instrument No** 8837859.1  
**Status** Registered  
**Date & Time Lodged** 11 August 2011 12:29  
**Lodged By** s 9(2)(b)(ii)

---

**Affected Computer Registers** **Land District**  
472117 North Auckland

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**Affected Instruments**  
Mortgage 8815781.2

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**Mortgagors**  
s 9(2)(b)(ii)

---

**Mortgagees**  
ANZ National Bank Limited

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**Mortgage 8815781.2 is varied as follows:**

**New Priority Amount \$** s 9(2)(b)(ii)  
**Change with effect from** 11 August 2011

**The above mortgage is hereby varied to incorporate the new details set out above.**

---

## Mortgagor Certifications

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

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

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

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

## Signature

Signed by s 9(2)(b)(ii) as Mortgagor Representative on 11/08/2011 12:29 PM

---

## Mortgagee Certifications

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

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

---



# View Instrument Details

## Mortgagee Certifications

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 S 9(2)(b)(ii) as Mortgagee Representative on 11/08/2011 12:29 PM

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



# RPNZ document ordering service

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**Document, Interest, Instrument: 10114626.3**

**Property: 88 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 418770**

**CoreLogic Reference: 3189088/11**

**Processed: 17 April 2024**

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# View Instrument Details

**Instrument Type** Transfer  
**Instrument No** 10114626.3  
**Status** Registered  
**Date & Time Lodged** 08 July 2015 15:41  
**Lodged By** s 9(2)(b)(ii)

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**Affected Computer Registers** **Land District**  
472117 North Auckland

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## Transferors

s 9(2)(b)(ii)

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## Transferees

s 9(2)(b)(ii)

---

## Transferor Certifications

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

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

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

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

## Signature

Signed by s 9(2)(b)(ii) as Transferor Representative on 07/07/2015 04:36 PM

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## Transferee Certifications

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

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

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

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

## Signature

Signed by s 9(2)(b)(ii) as Transferee Representative on 08/07/2015 11:24 AM

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

# RPNZ document ordering service

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**Document, Interest, Instrument: 10114626.2**

**Property: 88 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 418770**

**CoreLogic Reference: 3189088/12**

**Processed: 17 April 2024**

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# View Instrument Details

**Instrument Type** Discharge of Mortgage  
**Instrument No** 10114626.2  
**Status** Registered  
**Date & Time Lodged** 08 July 2015 15:41  
**Lodged By** s 9(2)(b)(ii)

---

**Affected Computer Registers** **Land District**  
472117 North Auckland

---

**Affected Instrument** s 9(2)(b)(ii)

The mortgagee(s) discharges the land estate and interest comprised in the above mortgage from the moneys thereby secured without prejudice to all other rights and remedies of the mortgagee(s) whatsoever.

## Mortgagees

ANZ National Bank Limited

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## Mortgagee Certifications

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

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

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

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

## Signature

Signed by George s 9(2)(b)(ii) as Mortgagee Representative on 07/07/2015 04:34 PM

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

# RPNZ document ordering service

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**Document, Interest, Instrument: 10114626.1**

**Property: 88 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 418770**

**CoreLogic Reference: 3189088/13**

**Processed: 17 April 2024**

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# View Instrument Details

**Instrument Type** Withdrawal of Caveat  
**Instrument No** 10114626.1  
**Status** Registered  
**Date & Time Lodged** 08 July 2015 15:41  
**Lodged By** s 9(2)(b)(ii)

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**Affected Computer Registers** **Land District**  
472117 North Auckland

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**Affected Instrument** Caveat 10054277.1

**Caveators**  
s 9(2)(b)(ii)

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## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 s 9(2)(b)(ii) as Caveator Representative on 08/07/2015 11:21 AM

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

# **RPNZ document ordering service**

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**Certificate of Title with diagram: NA91C/410**

**Property: 130 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 153477**

**CoreLogic Reference: 3189090/1**

**Processed: 17 April 2024**

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email [documentordering@corelogic.co.nz](mailto:documentordering@corelogic.co.nz).



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



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **NA91C/410**  
**Land Registration District** **North Auckland**  
**Date Issued** 19 May 1993

**Prior References**  
NA52C/1076

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**Estate** Fee Simple  
**Area** 42.2000 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 153477

**Registered Owners**

s 9(2)(b)(ii)

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**Interests**

C481469.3 Certificate pursuant to Section 321(3) (c) Local Government Act 1974 (DP 153477) - 19.5.1993 at 10.49 am

Appurtenant hereto is a right of way and a power and telephone services right specified in Easement Certificate C481469.8 - 19.5.1993 at 10.49 am

Some of the easements specified in Easement Certificate C481469.8 are subject to Section 243 (a) Resource Management Act 1991 (See DP 153477)

Subject to a vehicular right of way over part marked B on DP 153477 created by Transfer C613976.1 - 16.6.1994 at 12.21 pm

Fencing Covenant in Transfer C613976.1 - 16.6.1994 at 12.21 pm

Land Covenant in Transfer C613976.1 - 16.6.1994 at 12.21 pm

5729445.3 Mortgage to ANZ Banking Group (New Zealand) Limited - 15.9.2003 at 9:00 am

6621281.1 Variation of Mortgage 5729445.3 - 25.10.2005 at 9:00 am



Applicant: *[Signature]*  
 B. Balam  
 Reg. Owners  
 H. Reimer

Approved Pursuant to Sec. 223 of the Resource Management Act 1991 on the 15th day of September 1992 by the Registrar of Land in the presence of the Registrar of Land and the Registrar of Land. The common seal of the Registrar of Land is affixed hereto in the presence of:

*[Signature]*  
 Reg. Mayor

*[Signature]*  
 P. J. Lewis  
 Reg. General Manager

MEMORANDUM OF EASEMENT	
Purpose Shown	Subservient Dominant
R.O.V.	(A) Lot 1 horizon
PROPOSED EASEMENT	
Purpose Shown	Subservient Dominant
Services	(A) Lot 1 horizon
Area Shown	(B) to be subject to a Land Covenant

NEW C&T ALLOCATED  
 Lot 1 91c/1409  
 Lot 2 91c/1410

Total Area... 62.7220 ha  
 Comprised in ALIENATED 52C-1076 &  
 52C-1078

I, John Russell Bolam of Otago, Registered Surveyor and holder of an annual practicing certificate for the Survey Act 1980 hereby certify that this plan has been made from surveys according to the provisions of the Survey Act 1980 and that the regulations 1972 or any regulations made in accordance with the Survey Act 1980 have been made in substitution thereof.  
 Dated at DUNEDIN this 22nd day of October 1992  
 Signature *[Signature]*  
 John Russell Bolam  
 Registered Surveyor

Field Book No. P. Traverse Book P.  
 Reference Plans  
 Examiner P. J. LEWIS  
 Approved as to Survey  
 23/10/92  
 Deposited this 19th day of May 1992  
 District Land Registrar  
 DP 153477

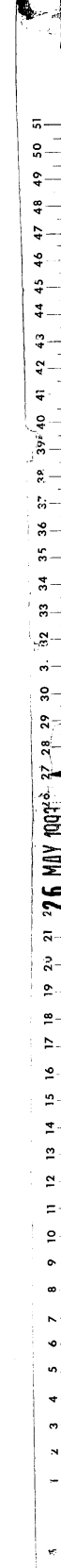
Diagram B  
 not to scale

Diagram A  
 not to scale

Legal Road  
 Upper Orewa Rd  
 DP121551  
 DP100489 Allot. E.81  
 DP72009  
 DP96864  
 DP96864  
 Allot. 342  
 Allot. W.71  
 WAIWERA S.D.  
 VI  
 VII  
 42.2000 ha  
 20.5220 ha  
 732.800m North  
 732.400m North

LAND DISTRICT... Auckland  
 SURVEY BLK. & DIST. VI. & VII. Waiwera  
 NZMS 261 SHT. R.10 RECORD MAP No 5000/04-03

TERRITORIAL AUTHORITY... Rodney... District  
 Surveyed by... Bolam & Associates, Ltd  
 Scale 1:4,000 Date June 1992



# RPNZ document ordering service

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**Document, Interest, Instrument: C481469.8**

**Property: 130 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 153477**

**CoreLogic Reference: 3189090/4**

**Processed: 17 April 2024**

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C 481469.8 EC

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

## EASEMENT CERTIFICATE

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

I/We **s 9(2)(b)(ii)**

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 **19 93** under No. **153477** 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. 153477

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
RIGHT OF WAY	Lot 1 DP 153477	Shown "A"	Lot 2 DP 153477	91C/409 91C/410
SERVICES	Lot 1 DP 153477	Shown "A"	Lot 2 DP 153477	91C/409 91C/410

*[Handwritten signatures in the left margin of the table]*

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:

(See attached insert sheets)

Two handwritten signatures are present. The first signature on the left is a stylized, cursive 'JR'. The second signature on the right is a more complex, cursive signature with a long horizontal stroke extending to the right.

RIGHTS AND POWERS:

1. Right of Way

The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952.

2. Services

(a) Power Supply and Telephone Line Easements

The full free and uninterrupted right liberty and privilege:

(i) To transmit electric current by cable

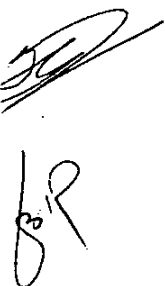
(ii) To lay and use telephone cables for transmission

AND in each case for the free and unimpeded use of the Grantee and his tenants (in common with the Grantor, his tenants, and any other person lawfully entitled so to do) FROM the source of supply or point of entry as the case may be, across the land over which the easement is granted or created; and for the respective purposes of the easement concerned (subject to the terms and conditions of easement hereinafter recorded):

(I) To use any line of cables already laid for the purpose on the land and available for such use or any cable or cables in replacement or in substitution therefor; and

(II) When no such line of cables exists, to lay place and maintain or have laid placed and maintained a line of cables and/or casing for cables of a sufficient capacity and of sufficient size and material for the purpose under the surface of the land over which the easement is granted or created; and

(III) In order to construct or maintain the efficiency of any such cable, the full free and uninterrupted and unrestricted right liberty and privilege for the Grantee, his servants tenants agents and workmen (in common with the Grantor, his servants tenants agents and workmen) with any tools implements machinery vehicles or equipment necessary for the purpose to enter upon the land over which the easement is granted and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the cables and/or casing or any part thereof and of opening up the soil of such land to such extent as may be reasonably necessary in that regard.

Handwritten signature and initials in the bottom left corner of the page.

(b) Right of Convey Water

The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952 are varied as follows:

Any pipe or pipes must be laid under the surface of the land over which the easement is granted or created.

(c) Right to Convey Sewage and/or Stormwater

The full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee and his tenants (in common with the Grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead sewage and/or stormwater in a free and unimpeded flow from the point of entry, across the land over which the easement is granted; and for the purpose of the easement concerned:

(i) To use any line of sewage and/or stormwater pipes already laid on the land over which the easement is granted, or any pipe or pipes in replacement or in substitution for all or any of those pipes;

(ii) Where no such line of pipes exists, to lay, place and maintain, or to have laid, placed and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under the surface of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;

(iii) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee, his tenants, servants, agents and workmen (in common with the Grantor, his tenants, servants, agents, and workmen) with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing,

repairing, maintaining and renewing the pipeline or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored to its original condition and any other damage done by reason of the aforesaid operations is repaired.

TERMS CONDITIONS COVENANTS AND RESTRICTIONS IN RESPECT OF THE ABOVE EASEMENTS:

(1) Right of Way

The terms conditions covenants and restrictions contained in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952 with the following variations:

- (a) The cost of maintaining the right of way will be borne by the registered proprietors of the dominant and the servient tenements in the proportions of one equal part to each such tenement.
- (b) Any damage caused to the right of way by machinery or implements or vehicles or other equipment shall be repaired forthwith by the proprietor on whose behalf such damage is caused and the cost of such repairs shall be borne solely by that proprietor.

(2) Services

(a) Power Supply and Telephone Line Easements

- (i) The terms conditions covenants and restrictions contained in the Seventh Schedule to the Land Transfer Act 1952 except where inconsistent with the provisions of this easement.
- (ii) All cables and casings shall be laid below the surface of the land so as not to interfere with the use of the land over which the easement is granted.
- (iii) In respect of the easements and each of them the exercise of the Grantee's rights are subject to the

condition that as little disturbance as possible is caused to the surface of the land over which the easement is granted and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operation is repaired.

(b) Right to Convey Water

The terms conditions covenants and restrictions contained in the Seventh Schedule to the Land Transfer Act 1952 are varied as follows:



- (i) Any pipe or pipes must be laid below the surface of the land so as not to interfere with the use of the land over which the easement is granted.
- (ii) The Grantee's rights are subject to the condition that as little disturbance as possible is caused to the surface of the land over which the easement is granted and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operation is repaired.

(c) Right to Convey Sewage and/or Stormwater

The terms conditions covenants and restrictions herein contained or implied.

(d) All Easements

Any disputes between the Grantor and the Grantee relating to the aforesaid Easements shall be referred to Arbitration pursuant to the provisions of the Arbitration Act 1908 or any Act passed in amendment or substitution.





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

(See attached insert sheets)

s 9(2)(b)(ii)

s 9(2)(b)(ii)

s 9(2)(b)(ii),

# 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*

**s 9(2)(b)(ii)**

*Solicitor for the registered proprietor*

10.49 19.MAY.93 C 481469-85  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND DISTRICT  
ASST. LAND REGISTRAR



8  
ECC

AJH WITTEN-HANNAH  
SOLICITOR, TAKAPUNA



# **RPNZ document ordering service**

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**Certificate of Title with diagram: NA91C/409**

**Property: 132 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 1 Deposited Plan 153477**

**CoreLogic Reference: 3189092/1**

**Processed: 17 April 2024**

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email [documentordering@corelogic.co.nz](mailto:documentordering@corelogic.co.nz).



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



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** NA91C/409  
**Land Registration District** North Auckland  
**Date Issued** 19 May 1993

**Prior References**

NA52C/1076 NA52C/1078

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**Estate** Fee Simple  
**Area** 20.5220 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 153477

**Registered Owners**

s 9(2)(b)(ii)

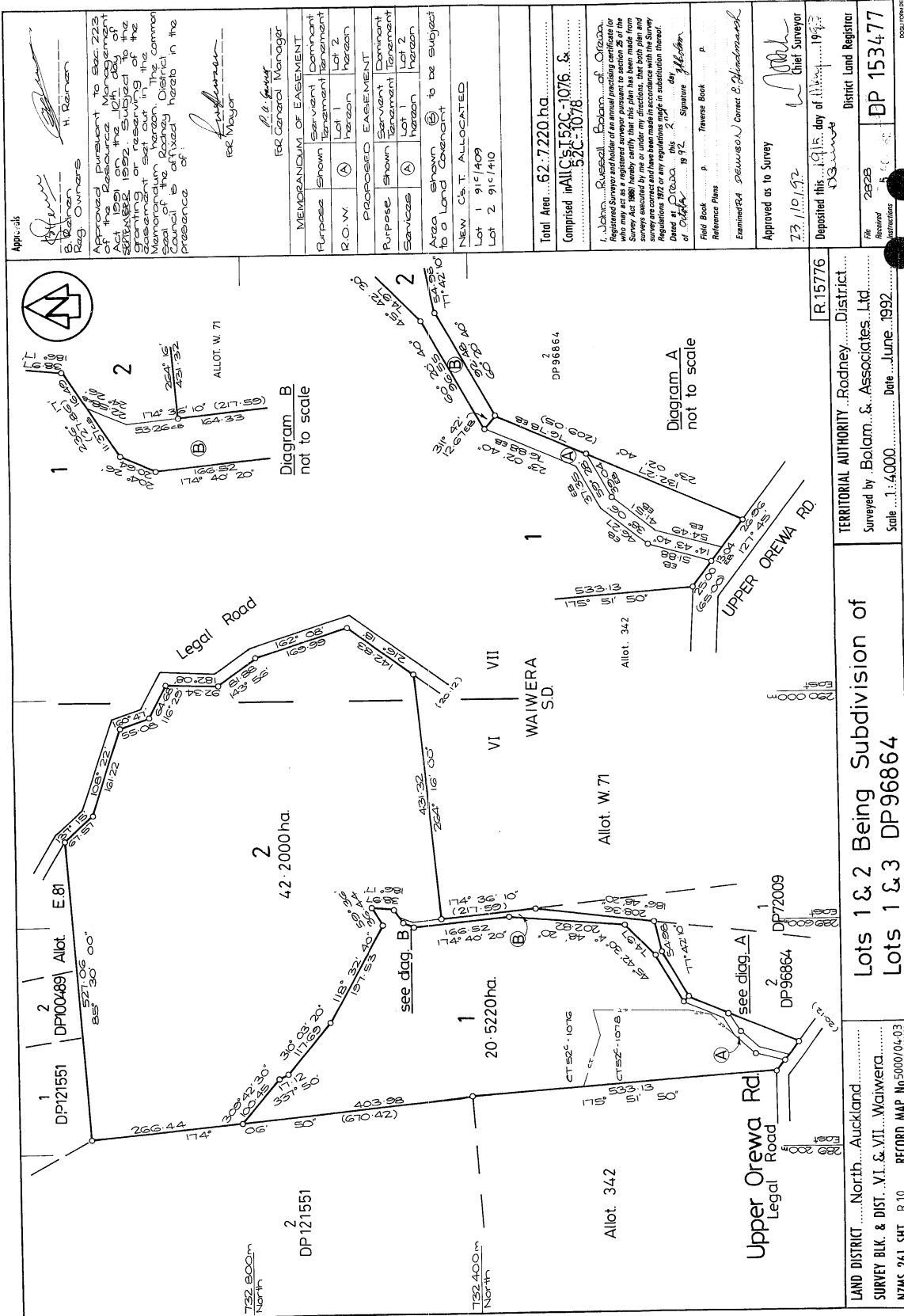
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**Interests**

Subject to a right of way and to power and telephone services rights over part marked A on DP 153477 specified in Easement Certificate C481469.8 - 19.5.1993 at 10.49 am

Some of the easements specified in Easement Certificate C481469.8 are subject to Section 243 (a) Resource Management Act 1991 (see DP 153477)

Appurtenant hereto is a vehicular right created by Transfer C613976.1 - 16.6.1994 at 12.21 pm  
10772970.2 Mortgage to TSB Bank Limited - 1.5.2017 at 9:33 am



Applicant  
 B. Reiner  
 H. Reiner  
 Reg. Owners

Approved Pursuant to Sec. 223 of the Resource Management Act 1991 on the 15th day of February 1992 by the Surveyors and Registrar of the Department of Survey and Land Information in the presence of the Registrar of Land Information. The Registrar's seal is affixed hereto in the presence of:

*[Signature]*  
 Reg. Manager

*P. J. Lewis*  
 Reg. General Manager

MEMORANDUM OF EASEMENT	
Purpose Shown	Subservient Dominant
R.O.W.	(A) Lot 1 horizon
	(B) Lot 2 horizon

PROPOSED EASEMENT	
Purpose Shown	Subservient Dominant
Services	(A) Lot 1 horizon
	(B) Lot 2 horizon

Area shown (B) to be subject to a Land Covenant

NEW C&T ALLOCATED  
 Lot 1 91C/409  
 Lot 2 91C/410

Total Area... 62.7220 ha  
 Comprised in A.L.C. 52C-1076 & 52C-1078

I, John Russell Bolam of Oranga, Registered Surveyor and holder of an annual practising certificate for the Survey Act 1980 hereby certify that this plan has been made from surveys according to the regulations made under the Survey Act 1980 and that all regulations have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Oranga this 22nd day of February 1992  
*[Signature]*  
 Signature

Field Book No. P  
 Reference Plans  
 Examiner P4  
 Approved as to Survey  
 23/10/92  
 Deposited this 19th day of February 1992  
*[Signature]*  
 District Land Registrar

DP121551  
 DP100489  
 DP72009  
 DP96864

Legal Road  
 Upper Orewa Rd

WAIWERA S.D.

Allot. W. 71

Allot. 342

Diagram A not to scale

R.15776 District

TERRITORIAL AUTHORITY... Rodney

Surveyed by... Bolam & Associates Ltd

Scale 1:4000 Date June 1992

DP 153477

LAND DISTRICT... Auckland  
 SURVEY BLK. & DIST... VI. & VII. Waivera  
 NZMS 261 SHT... R.10 RECORD MAP No 5000/04-03

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

# RPNZ document ordering service

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**Document, Interest, Instrument: C481469.8**

**Property: 132 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 1 Deposited Plan 153477**

**CoreLogic Reference: 3189092/9**

**Processed: 17 April 2024**

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C 481469.8 EC

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

## EASEMENT CERTIFICATE

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

I/We **s 9(2)(b)(ii)**

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 **19 93** under No. **153477** 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. 153477

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
RIGHT OF WAY	Lot 1 DP 153477	Shown "A"	Lot 2 DP 153477	91C/409 91C/410
SERVICES	Lot 1 DP 153477	Shown "A"	Lot 2 DP 153477	91C/409 91C/410

*[Handwritten signatures in the bottom left corner of the table area]*

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:

(See attached insert sheets)

Two handwritten signatures are present. The first signature on the left is a stylized, cursive 'JR'. The second signature on the right is a more complex, cursive signature that appears to be 'J.R.' followed by a flourish.



RIGHTS AND POWERS:

1. Right of Way

The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952.

2. Services

(a) Power Supply and Telephone Line Easements

The full free and uninterrupted right liberty and privilege:

(i) To transmit electric current by cable

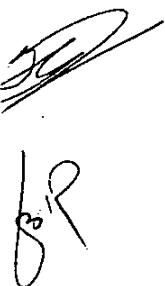
(ii) To lay and use telephone cables for transmission

AND in each case for the free and unimpeded use of the Grantee and his tenants (in common with the Grantor, his tenants, and any other person lawfully entitled so to do) FROM the source of supply or point of entry as the case may be, across the land over which the easement is granted or created; and for the respective purposes of the easement concerned (subject to the terms and conditions of easement hereinafter recorded):

(I) To use any line of cables already laid for the purpose on the land and available for such use or any cable or cables in replacement or in substitution therefor; and

(II) When no such line of cables exists, to lay place and maintain or have laid placed and maintained a line of cables and/or casing for cables of a sufficient capacity and of sufficient size and material for the purpose under the surface of the land over which the easement is granted or created; and

(III) In order to construct or maintain the efficiency of any such cable, the full free and uninterrupted and unrestricted right liberty and privilege for the Grantee, his servants tenants agents and workmen (in common with the Grantor, his servants tenants agents and workmen) with any tools implements machinery vehicles or equipment necessary for the purpose to enter upon the land over which the easement is granted and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the cables and/or casing or any part thereof and of opening up the soil of such land to such extent as may be reasonably necessary in that regard.

Handwritten signature and initials in the bottom left corner of the page.

(b) Right of Convey Water

The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952 are varied as follows:

Any pipe or pipes must be laid under the surface of the land over which the easement is granted or created.

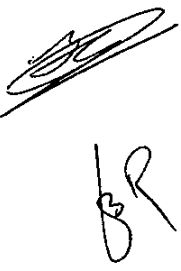
(c) Right to Convey Sewage and/or Stormwater

The full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee and his tenants (in common with the Grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead sewage and/or stormwater in a free and unimpeded flow from the point of entry, across the land over which the easement is granted; and for the purpose of the easement concerned:

(i) To use any line of sewage and/or stormwater pipes already laid on the land over which the easement is granted, or any pipe or pipes in replacement or in substitution for all or any of those pipes;

(ii) Where no such line of pipes exists, to lay, place and maintain, or to have laid, placed and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under the surface of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;

(iii) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee, his tenants, servants, agents and workmen (in common with the Grantor, his tenants, servants, agents, and workmen) with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing,

Handwritten signature and initials, possibly 'BR', located on the left side of the page.

repairing, maintaining and renewing the pipeline or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored to its original condition and any other damage done by reason of the aforesaid operations is repaired.

TERMS CONDITIONS COVENANTS AND RESTRICTIONS IN RESPECT OF THE ABOVE EASEMENTS:

(1) Right of Way

The terms conditions covenants and restrictions contained in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952 with the following variations:

- (a) The cost of maintaining the right of way will be borne by the registered proprietors of the dominant and the servient tenements in the proportions of one equal part to each such tenement.
- (b) Any damage caused to the right of way by machinery or implements or vehicles or other equipment shall be repaired forthwith by the proprietor on whose behalf such damage is caused and the cost of such repairs shall be borne solely by that proprietor.

(2) Services

(a) Power Supply and Telephone Line Easements

- (i) The terms conditions covenants and restrictions contained in the Seventh Schedule to the Land Transfer Act 1952 except where inconsistent with the provisions of this easement.
- (ii) All cables and casings shall be laid below the surface of the land so as not to interfere with the use of the land over which the easement is granted.
- (iii) In respect of the easements and each of them the exercise of the Grantee's rights are subject to the



condition that as little disturbance as possible is caused to the surface of the land over which the easement is granted and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operation is repaired.

(b) Right to Convey Water

The terms conditions covenants and restrictions contained in the Seventh Schedule to the Land Transfer Act 1952 are varied as follows:

- (i) Any pipe or pipes must be laid below the surface of the land so as not to interfere with the use of the land over which the easement is granted.
- (ii) The Grantee's rights are subject to the condition that as little disturbance as possible is caused to the surface of the land over which the easement is granted and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operation is repaired.

(c) Right to Convey Sewage and/or Stormwater

The terms conditions covenants and restrictions herein contained or implied.

(d) All Easements

Any disputes between the Grantor and the Grantee relating to the aforesaid Easements shall be referred to Arbitration pursuant to the provisions of the Arbitration Act 1908 or any Act passed in amendment or substitution.



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

(See attached insert sheets)

s 9(2)(b)(ii)

# 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*

**s 9(2)(b)(ii)**

*Solicitor for the registered proprietor*

10.49 19.MAY.93 C 481469-85  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND DISTRICT  
ASST. LAND REGISTRAR



8  
ECC

AJH WITTEN-HANNAH  
SOLICITOR, TAKAPUNA



# RPNZ document ordering service

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**Document, Interest, Instrument: C613976.1**

**Property: 132 Upper Orewa Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 1 Deposited Plan 153477**

**CoreLogic Reference: 3189092/5**

**Processed: 17 April 2024**

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30 98 /

## Memorandum of Transfer

s 9(2)(b)(ii)

FIRSTLY

(herein called "the Transferors") 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 **all that** piece of land situated in the Land District of **NORTH AUCKLAND** containing **FOUR TWO DECIMAL TWO NOUGHT NOUGHT NOUGHT HECTARES** (42.2000 ha)

NEW ZEALAND STAMP DUTY AK1

07/06/9400291001 DUTY \*3098.00

more or less being Lot 2 Deposited Plan 153477 being all the land comprised and described in Certificate of Title Volume 91C Folio 410 (North Auckland Registry)

**SUBJECT TO:** (1) Resolution C.481469.3 under Section 321 (3) (c) of the Local Government Act 1974  
(2) Easements described in Easement Certificate C.481469.8 which easements when created will be **SUBJECT TO** Section 243 (a) of the Resource Management Act 1991

(hereinafter called "Lot 2")

**AND WHEREAS** the Transferors are also registered as proprietors of **ALL THAT** parcel of land containing **TWO NOUGHT DECIMAL FIVE TWO TWO NOUGHT HECTARES** (20.5220 ha) more or less being Lot 1 on Deposited Plan 153477 being all the land comprised and described in Certificate of Title Volume 91C Folio 409 (North Auckland Registry)

**SUBJECT TO:** (1) Mortgage No. C.481469.7  
(2) Fencing covenant in Transfer B.161858.1  
(3) Right of Way and Power and Telephone easement created by Easement Certificate C.481469.8 which easements when created will be subject to Section 243 (a) of the Resource Management Act 1991

(hereinafter called "Lot 1")

**AND WHEREAS** by agreement in writing dated the 11 day of March 1994 the Transferors agreed to sell Lot 2 to **MURRAY JOHN SAMPSON** of Auckland, Veterinary Surgeon (hereinafter called "the Transferee") for the consideration of **TWO HUNDRED AND TWO THOUSAND DOLLARS** (\$202,000) **SUBJECT TO** the Transferee agreeing to grant the right of way and to enter into the covenants hereinafter referred to

**NOW THESE PRESENTS WITNESSETH** in pursuance of the said agreement and in consideration of the sum of **TWO HUNDRED AND TWO THOUSAND DOLLARS** (\$202,000) paid by the Transferee



to the Transferors (the receipt of which sum is hereby acknowledged) the Transferors DOETH HEREBY TRANSFER to the Transferee all their estate and interest in Lot 2 hereinbefore described but reserving to the Transferors and their successors in title an easement of vehicular right of way over that part of Lot 2 shown marked "B" on Deposited Plan 153477 TO BE APPURTENANT to Lot 1 AND IT IS MUTUALLY COVENANTED between the Transferors and the Transferee (with intent to bind themselves and their respective executors administrators successors and assigns) that the cost of maintaining the accessway will be borne by the registered proprietors of the said Lot 1 and Lot 2 in the proportions of one equal part to each such tenement PROVIDED THAT any damage caused to the said area marked "B" by machinery or implements or vehicles or other equipment shall be repaired forthwith by the registered proprietor on whose behalf such damage is caused and the cost of such repairs shall be borne solely by that proprietor

AND the Transferee DOETH HEREBY COVENANT AND AGREE with the Transferors and the registered proprietor or proprietors for the time being of Lot 1 that he will not at any time hereafter

- (a) permit any plants or tree to grow to a height exceeding two (2) metres on that part of Lot 2 shown marked "B" on Deposited Plan 153477 and
- (b) erect any building whatsoever on that part of the said Lot 2 marked "B" on Deposited Plan 153477

to the end and intent that the aforesaid restrictions shall be forever hereafter APPURTENANT to the said Lot 1 for all purposes connected with the use occupation and enjoyment thereof

PROVIDED HOWEVER that the Transferors shall not be liable to pay for or contribute towards the cost of erection or maintenance of any boundary or dividing fence between the land hereby transferred and any land belonging to the Transferors but this provision shall not enure to the benefit of any subsequent purchaser of such adjoining land or any part thereof

153477

ORDER OF LAND VALUATION TRIBUNAL

In the Land Valuation Tribunal  
AUCKLAND

No 139/94

IN THE MATTER of an application  
under the Land Settlement Promotion and Land  
Acquisition Act 1952 for consent to a sale  
of land

Between **s 9(2)(b)(ii)** Vendor/~~Lessee~~  
and **s 9(2)(b)(ii)** Purchaser/~~Lessee~~

BEFORE THE AUCKLAND LAND VALUATION TRIBUNAL

On the application of **s 9(2)(b)(ii)**  
for consent to the sale of land  
In respect of the land described in the schedule hereto

And on hearing

IT IS ORDERED that the consent of the Auckland Land Valuation Tribunal  
be granted to the transaction pursuant to Part II (~~of the Land Settlement Promotion and Acquisition Act 1952~~)  
of the Land Settlement Promotion and Acquisition  
Act 1952

upon the following grounds:

SCHEDULE

42.2000ha more or less being Lot 2 DP 153477 and being part  
Allotments 76,77 and 80 Parish of Waiwera and being all the land  
comprised in CT 91C/410(North Auckland Registry)  
SUBJECT TO:Resolution C.481469.3 and Easement Certificate C.481469.8

Dated at AUCKLAND this 2nd day of May 19 94

*[Signature]*  
(Deputy) Registrar.



Solicitors for the applicant

17/1 1994  
C 91308

12.21 16.JUN94 C 613976

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST. LAND REGISTRAR

~~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.~~

s 9(2)(b)(ii)

ay

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act 1952

s 9(2)(b)(ii)

SOLICITOR FOR THE TRANSFEEE

s 9(2)(b)(ii)

Transferor,

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 9(2)(b)(ii)

SOLICITOR FOR THE TRANSFEEE

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

Assistant / District Land Registrar of the

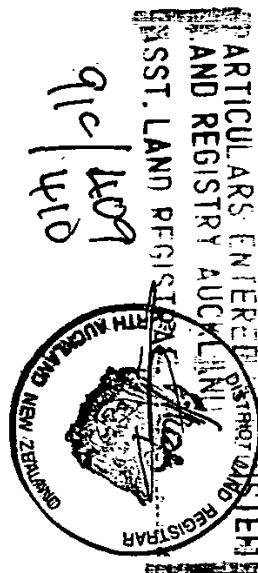
District of

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 TRANSFEEE

DANIEL OVERTON & GOULDING  
SOLICITORS  
AUCKLAND

#/C  
H/C



12.21 16 JUN 94 C 613976



# RPNZ document ordering service

---

**Guaranteed Title: 149880**

**Property: 55 Russell Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 1 Deposited Plan 336616**

**CoreLogic Reference: 3189093/7**

**Processed: 17 April 2024**

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



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

  
R.W. Muir  
Registrar-General  
of Land

**Identifier** 149880  
**Land Registration District** North Auckland  
**Date Issued** 15 July 2004

**Prior References**  
NA913/296

---

**Estate** Fee Simple  
**Area** 14.7674 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 336616

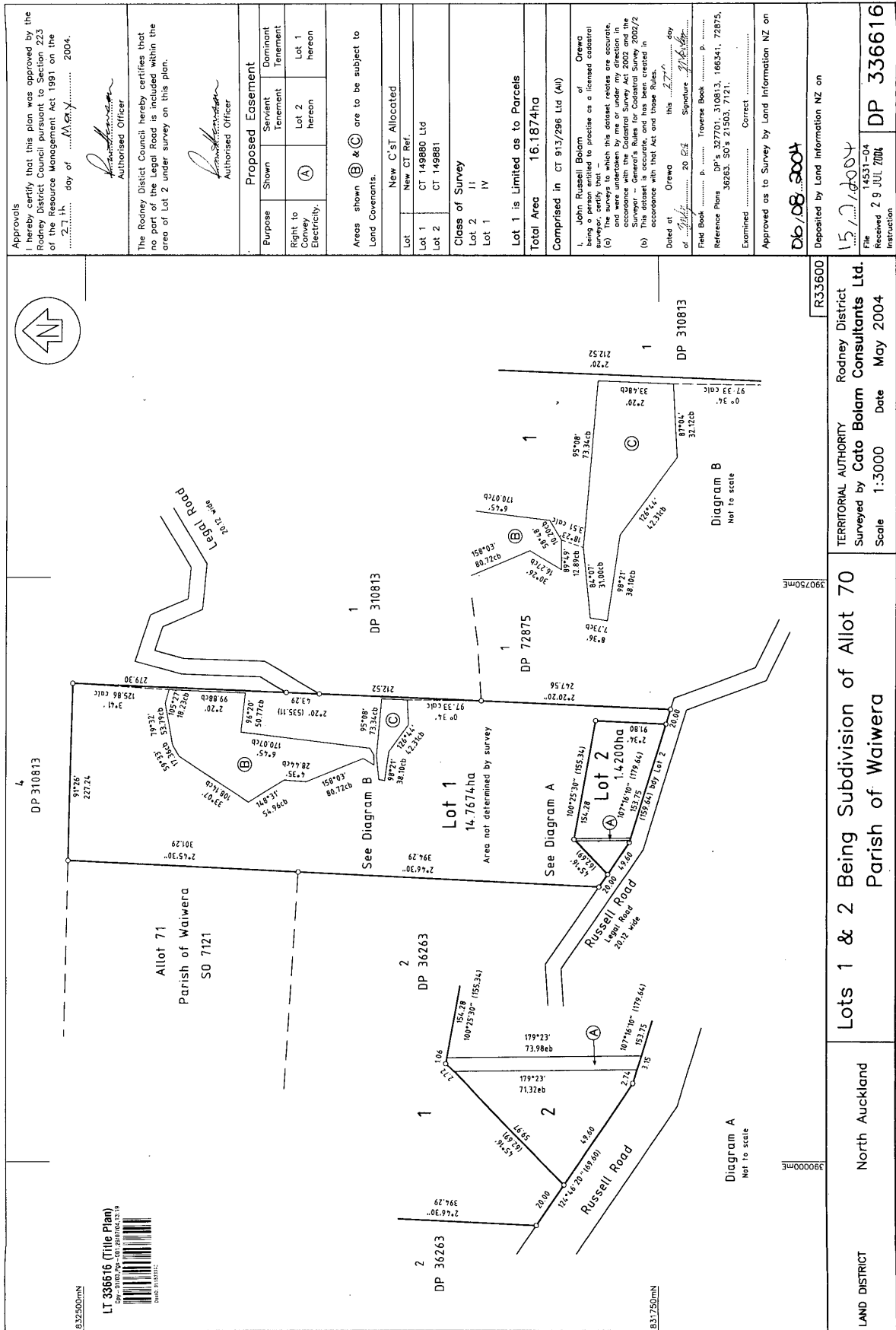
**Registered Owners**

s 9(2)(b)(ii)

---

**Interests**

5394234.3 Mortgage to The National Bank of New Zealand Limited - 7.11.2002 at 9:00 am  
6079871.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2004 at 9:00 am  
Appurtenant hereto is an electricity easement created by Easement Instrument 6079871.4 - 15.7.2004 at 9:00 am



Approvals  
I hereby certify that this plan was approved by the Rodney District Council pursuant to Section 223 of the Resource Management Act 1991 on the 27th day of May 2004.

*[Signature]*  
Authorised Officer

The Rodney District Council hereby certifies that no part of the Legal Road is included within the area of Lot 2 under survey on this plan.

*[Signature]*  
Authorised Officer

Proposed Easement	
Purpose	Servient Tenement
Right to Convey Electricity	Lot 1 hereon
	Lot 2 hereon

Areas shown (B) & (C) are to be subject to Land Covenants.

New C'sT Allocated

Lot 1	New CT Ref.
Lot 2	CT 149880 Ltd
Lot 1	CT 149881

Class of Survey  
Lot 2 11  
Lot 1 1V

Lot 1 is Limited as to Parcels

Total Area 16.1874ha

Comprised in CT 913/296 Ltd (All)

John Russell Bolam of Orewa being called to practise as a licensed cadastral surveyor, certifies that -  
(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the provisions of the Survey Act 2002/2.  
(b) This dataset is accurate, and has been created in accordance with that Act and those Rules.

Dated at Orewa this 20th day of May 2004  
Signature *[Signature]*

Field Book P. DP's 327701, 310813, 166341, 72875, 36263, SO's 21503, 7121.  
Reference Plans  
Examined Correct

Approved as to Survey by Land Information NZ on 06/08/2004

Deposited by Land Information NZ on 15/07/2004  
File 14531-04  
Received 29 JUL 2004  
Instruction DP 336616

LAND DISTRICT North Auckland	Lots 1 & 2 Being Subdivision of Allot 70 Parish of Waiwera		TERRITORIAL AUTHORITY Rodney District Surveyed by Cato Bolam Consultants Ltd. Scale 1:3000 Date May 2004
			R33600



# RPNZ document ordering service

---

**Document, Interest, Instrument: 6079871.2**

**Property: 55 Russell Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 1 Deposited Plan 336616**

**CoreLogic Reference: 3189093/5**

**Processed: 17 April 2024**

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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 336616 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) Any buildings erected on the building site on Lot 2 identified on the drawing prepared by Cato Bolam Consultants Ltd, dated May 2004 and signed and dated by Engineering Geology Ltd on 10 May, 2004, shall be located on the building site and shall be subject to the requirements of the report prepared by Engineering Geology Ltd, reference 4823, dated 7 June 2002 and any subsequent reports. Copies of the said drawing and report are held at the offices of the Council, Centreway Road, Orewa.

(bush protection) The existing native bush to be protected on Lot 1 (Areas marked B & C) 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:

- (i) 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
- (ii) 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
- (iii) Shall not do anything that would prejudice the health of any of such natural landscape trees, vegetation or areas of bush; and
- (iv) Shall control all noxious plants and animals within the identified part of each lot; and
- (v) 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.

(monitoring) The respective owners of Lot 1 shall pay to the Council the fair and reasonable costs incurred by the Council in monitoring on ongoing conditions of consent as they apply to the Lot 1 at approximately two-yearly intervals, unless required otherwise by a legitimate complaint or as part of an area wide monitoring process. The respective owners will be advised of the costs, assessed under the Council's Schedule of Fees and Charges, as they fall due.

**SECOND SCHEDULE**

An estate in fee simple in 16.1874 hectares more or less being Allot 70 Parish of Waiwera comprised in Certificate of Title 913/296 Ltd (All) North Auckland Land Registry.

**THIRD SCHEDULE**

Lots 1 and 2 DP 336616 totalling 16.1874 hectares in area.

DATED this 23rd day of June 2004.

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

**s 9(2)(b)(ii)**

Authorised Officer

SCHEME PLAN: R 33600

# RPNZ document ordering service

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**Certificate of Title with diagram: 747403**

**Property: 53A Russell Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 1 Deposited Plan 497022**

**CoreLogic Reference: 3189096/11**

**Processed: 17 April 2024**

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



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 747403  
**Land Registration District** North Auckland  
**Date Issued** 27 October 2016

**Prior References**  
388618

---

**Estate** Fee Simple  
**Area** 1.0963 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 497022

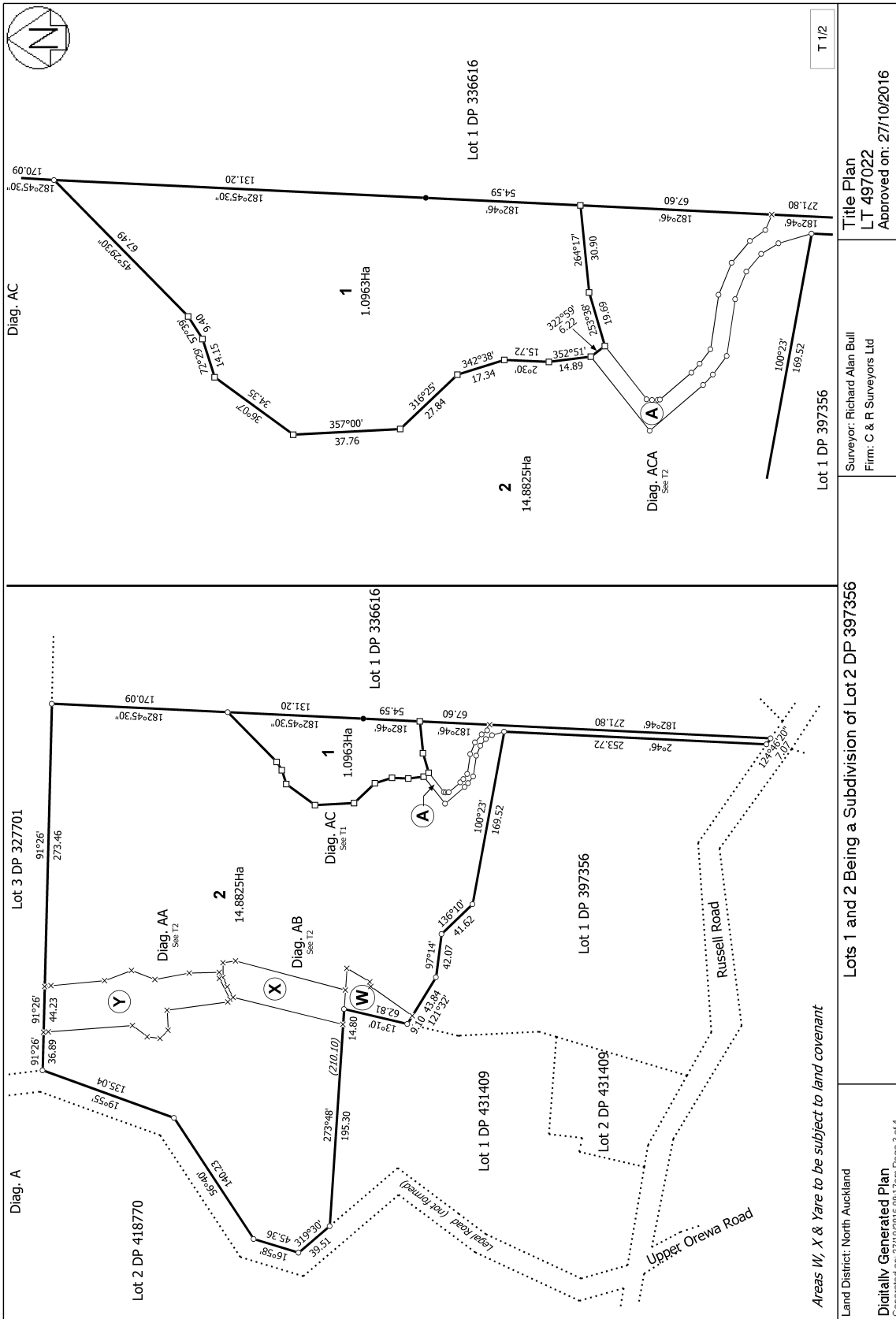
**Registered Owners**

s 9(2)(b)(ii)

---

**Interests**

10576706.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.10.2016 at 10:02 am  
Land Covenant in Easement Instrument 10576706.3 - 27.10.2016 at 10:02 am (Limited as to duration)  
Appurtenant hereto is a right of way, right to convey electricity, telecommunications, computer media, water and gas created by Easement Instrument 10576706.5 - 27.10.2016 at 10:02 am  
The easements created by Easement Instrument 10576706.5 are subject to Section 243 (a) Resource Management Act 1991  
Fencing Covenant in Transfer 10619863.2 - 18.11.2016 at 12:48 pm  
10948267.3 Mortgage to ASB Bank Limited - 10.11.2017 at 4:02 pm  
11802336.3 Variation of Mortgage 10948267.3 - 24.7.2020 at 2:22 pm



Areas W, X & Y are to be subject to land covenant

Land District: North Auckland

Digitally Generated Plan

Generated on: 27/10/2016 08:17:am Page 3 of 4

Lots 1 and 2 Being a Subdivision of Lot 2 DP 397356

Surveyor: Richard Alan Bull  
Firm: C & R Surveyors Ltd

Title Plan  
LT 497022  
Approved on: 27/10/2016

T 1/2

# RPNZ document ordering service

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**Document, Interest, Instrument: 10576706.3**

**Property: 53A Russell Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 1 Deposited Plan 497022**

**CoreLogic Reference: 3189096/5**

**Processed: 17 April 2024**

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# View Instrument Details



**Instrument No** 10576706.3  
**Status** Registered  
**Date & Time Lodged** 27 October 2016 10:02  
**Lodged By** s 9(2)(b)(ii)  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
747403	North Auckland
747404	North Auckland

---

**Annexure Schedule:** Contains 4 Pages.

---

## Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 10392458.2 has consented to this transaction and I hold that consent

## Signature

Signed by s 9(2)(b)(ii) as Grantor Representative on 04/11/2016 03:59 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 s 9(2)(b)(ii) as Grantee Representative on 04/11/2016 04:00 PM

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



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

2015/6246  
 APPROVED  
 Registrar-General of Land

Page  of  pages

**Grantor**  
 s 9(2)(b)(ii)

**Grantee**  
 s 9(2)(b)(ii)

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

**Schedule A** *Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	DP 497022	Lot 1 DP 497022 Identifier 747403	Lot 2 DP 497022 Identifier 747404

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

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

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

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

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

[the provisions set out in Annexure Schedule \_\_\_\_\_ ]

**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 ~~3&~~ ]

4

## Annexure Schedule

Page 3 of 4 Pages

2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

--

*Continue in additional Annexure Schedule, if required*

- A. THE Grantor is the Registered Proprietor of the Servient Tenement and the Dominant Tenement.
- B. THE Servient Tenement and the Dominant Tenement are part of a rural residential development.
- C. THE Grantor has agreed to create the covenants as set out herein in favour of the Grantee in order to ensure that the character of the rural estate is maintained, preserved and enhanced.
- D. The Grantor for the Grantor and the Grantor's successors in title covenants with and for the benefit of the Grantee and the Grantee's successors in title, so as to bind the servient land set out in Schedule A ("the property") in favour of the Dominant Land, that the Grantor shall:
1. Not permit or suffer the use of the property for any purpose other than a residential lifestyle nor use the property for any commercial farming which includes, other than and ancillary to the predominant residential lifestyle use, any horticulture, agriculture, animal boarding facilities, market gardening activities, or which includes the keeping of poultry, pigs or goats.
  2. Not permit or suffer any rubbish to accumulate or to be placed upon the property and at all times to maintain the property in a tidy condition.
  3. Not permit noxious weeds to grow upon the property.
  4. Not carry on or permit the aerial spraying over the property of any noxious or toxic substances for weed control or any other purposes.
  5. Not place, erect, construct or permit to remain on any part of the property any second hand or relocatable dwelling/building or containers except that which may be used in conjunction with the construction of a permanent residential building and which will be removed from the land upon completion of construction of the new residential building.
  6. Not use any second hand materials in the construction of any dwelling/building on the property.
  7. Not construct more than one (1) residential dwelling and one minor household unit on the property that must comply in all respects with Auckland Council requirements.
  8. Not fence the property unless such fencing is 7 wire post & batten or alternative fencing that has first been approved in writing by the Grantee.
  9. Not place erect construct or permit to remain on any part of the property any caravans, buses or any other type of temporary accommodation that is used for permanent long term use on the property.
  10. Not permit any telecommunications or electricity services to be provided by "overhead" means to the dwelling (and any other structures/buildings to be erected on the property) and all other utilities and services are to be by underground means.

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.

Annexure Schedule

Page 4 of 4 Pages

2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

[Empty box for instrument type]

Continue in additional Annexure Schedule, if required

- 11. The Grantor will ensure that once construction of a residential dwelling has commenced, the exterior of same is fully closed in and finished within twelve (12) months from the date of commencement of construction and that construction is fully completed within twenty four (24) months from the date of commencement.
- 12. Should there be any breach or non-observance by the Grantor of any of the covenants or restrictions expressed or implied herein, then, without prejudice to any other remedy which the Grantee or any other person or persons having the benefit of these covenants and restrictions may have against the Grantor, the Grantor will upon written demand by the Grantee or their nominee or by any party having the benefit of these covenants:
  - (a) Pay to the person making such demand as liquidated damages the sum of five hundred dollars (\$500) (which sum will, on the 1st of April in each year, commencing in the year immediately following deposit of the Land Transfer Plan, be adjusted to take account of movement in the preceding year in the Consumer Price (All Groups) Index) per day for every day or part of a day that the breach or non-observance of the covenants continues from and after the date upon which written demand is made; and
  - (b) Remove or cause to be removed from the property any building or structure erected, placed or located in breach or non-observance of these covenants and otherwise take all steps necessary to remedy the breach or non-observance of those covenants it is capable of remedy.
- 13. The provisions of these land covenants shall cease to have effect on and from the 25th anniversary of the issue of the separate freehold title for the property.

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.

# RPNZ document ordering service

---

**Document, Interest, Instrument: 10576706.5**

**Property: 53A Russell Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 1 Deposited Plan 497022**

**CoreLogic Reference: 3189096/3**

**Processed: 17 April 2024**

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# View Instrument Details

**Instrument No** 10576706.5  
**Status** Registered  
**Date & Time Lodged** 27 October 2016 10:02  
**Lodged By** s 9(2)(b)(ii)  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
747403	North Auckland
747404	North Auckland

---

**Annexure Schedule:** Contains 2 Pages.

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## 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 10392458.2 has consented to this transaction and I hold that consent

## Signature

Signed by s 9(2)(b)(ii) as Grantor Representative on 04/11/2016 04:02 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 s 9(2)(b)(ii) as Grantee Representative on 04/11/2016 04:03 PM

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

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

2015/6246  
 APPROVED  
 Registrar-General of Land

Page  of  pages

Grantor

s 9(2)(b)(ii)

Grantee

s 9(2)(b)(ii)

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

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

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way Right to Convey Electricity, Telecommunications, Computer Media, Water and Gas	DP 497022  A	Lot 2 DP 497022 Identifier 747404	Lot 1 DP 497022 Identifier 747403

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

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

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

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

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

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

**Covenant provisions**

Delete phrases in [ ] and insert Memorandum number as 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 \_\_\_\_\_]~~



# RPNZ document ordering service

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**Document, Interest, Instrument: 10576706.2**

**Property: 53A Russell Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 1 Deposited Plan 497022**

**CoreLogic Reference: 3189096/8**

**Processed: 17 April 2024**

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# View Instrument Details



**Instrument No** 10576706.2  
**Status** Registered  
**Date & Time Lodged** 27 October 2016 10:02  
**Lodged By** s 9(2)(b)(ii)  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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Affected Computer Registers	Land District
747403	North Auckland
747404	North Auckland

---

**Annexure Schedule:** Contains 2 Pages.

---

## Signature

Signed by s 9(2)(b)(ii) as Territorial Authority Representative on 13/10/2016 02:53 PM

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



IN THE MATTER

of a Plan lodged for  
Deposit under  
Number 497022

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 497022 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

Protection of wetland area The wetland and buffer area labelled W, X and Y shall be protected in perpetuity to the satisfaction of the council's Team Leader Northern Monitoring.

Maintenance of wetland and additional planting area The owners or their successors in title of Lot 2 shall:

- Preserve the native vegetation, wildlife habitats and the natural landscape within the areas of wetland and buffer area riparian margins to be protected on Lot 2.
- Maintain any stock crossings and/or fish passage(s) in accordance with any easement(s) through the covenant areas;
- 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, damage or destruction of the vegetation or wildlife habitats within the area to be protected;
- Not do anything that would prejudice the health or ecological value of the area to be protected, their long term viability and/or sustainability;
- Control all invasive plants and control pest animals within the areas of wetland and buffer to be protected, in accordance with but not limited to the approved Plant and Animal pest Management Plan by Wetland Solutions and dated 09/2014.

***Advice Note:*** *Weed Control means, that there are no mature, fruiting and / or flowering individuals of weed species present within the covenant area and any weed species present are dead. In addition there shall be no areas where weed species are smothering and / or out competing native vegetation including suppressing the natural regeneration processes. Control shall be demonstrated to the satisfaction of council's Team Leader, Northern Monitoring or similar position.*

- Maintain a stock-proof fence and other fencing as approved by the council around the perimeter of the wetland and buffer area to be protected on Lot 2 (Areas W, X and Y,) and keep stock out of these areas.
- Not to be in breach of this covenant if any of the areas of wetland and buffer to be protected die as a result of fire and/or natural causes not attributable to any act or default on their part for which they are not responsible.

Building restrictions Any buildings erected on the building sites identified on the plan prepared by C & R Surveyors, reference 4305, dated August 2016, shall be subject to the requirements of the report prepared by Geoconsult, reference GF647, dated 16 July 2014, or any subsequent geotechnical reports prepared. Copies of the said plan and report(s) will be held at the offices of the Council, Centreway Road, Orewa.

Limit on impermeable area The maximum impermeable area on Lot 1 shall not exceed 250 square meters, excluding driveway, unless a specific design for stormwater disposal is 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" and approved in writing by the Consents Engineer. Copies of the said report and document are held at the offices of the Council, Centreway Road, Orewa.

Building restrictions Any buildings erected on Lot 1 shall be subject to a minimum habitable floor level not lower than RL 21.50 m, DoSLI Datum.

## SECOND SCHEDULE

An estate in fee simple being Lot 2 DP 397356 comprised in Certificate of Title 388618.

---

## THIRD SCHEDULE

Lots 1 and 2 DP 497022.

DATED this 7th day of October 2016.

SIGNED for and on behalf of  
the AUCKLAND COUNCIL

---

Authorised Officer

RESOURCE CONSENT: R63363

# RPNZ document ordering service

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**Certificate of Title with diagram: 747404**

**Property: 53B Russell Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 497022**

**CoreLogic Reference: 3189097/9**

**Processed: 17 April 2024**

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email [documentordering@corelogic.co.nz](mailto:documentordering@corelogic.co.nz).



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



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **747404**  
**Land Registration District** **North Auckland**  
**Date Issued** 27 October 2016

**Prior References**  
388618

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**Estate** Fee Simple  
**Area** 14.8825 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 497022

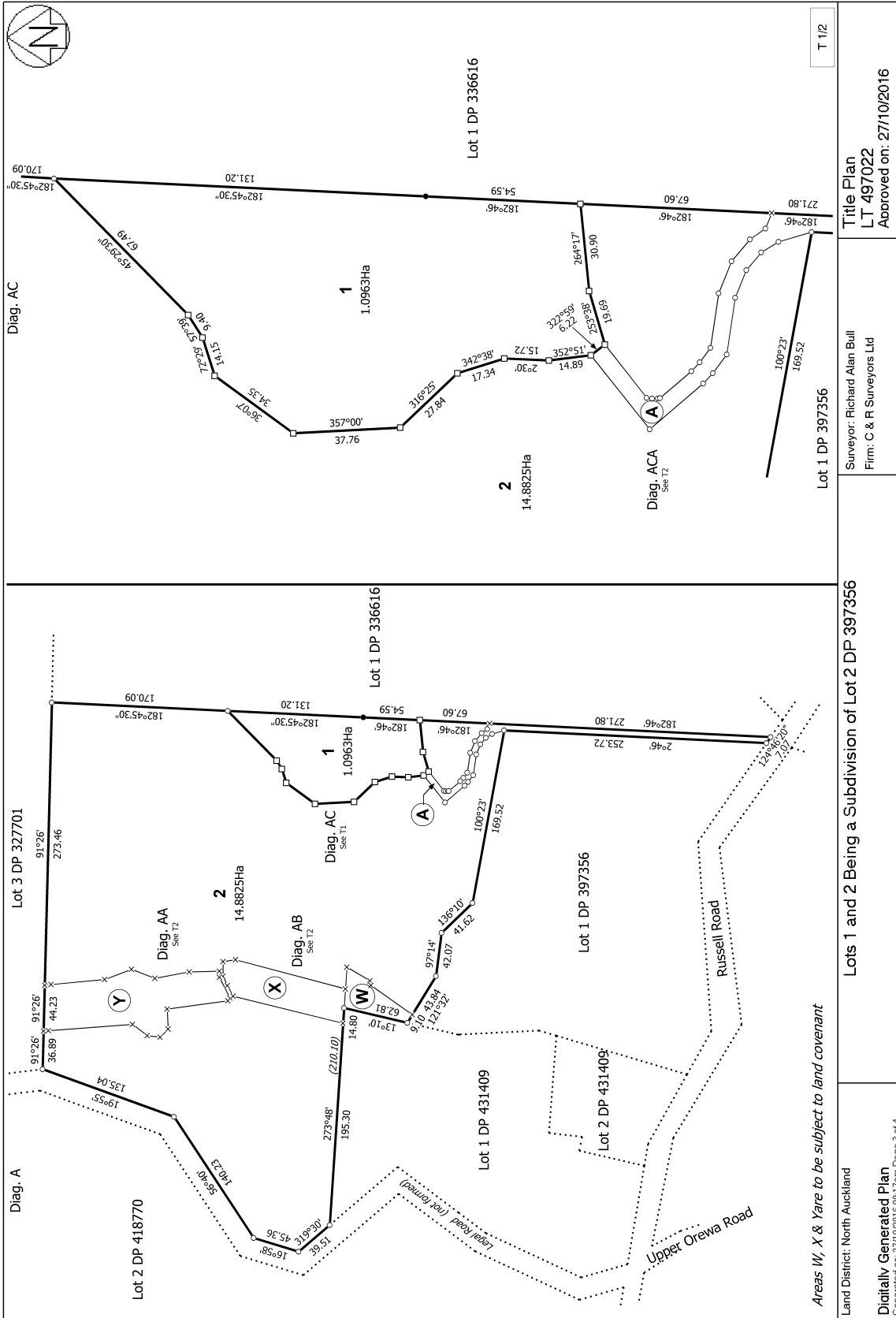
**Registered Owners**

s 9(2)(b)(ii) as to a 1/2 share  
s 9(2)(b)(ii) as to a 1/2 share

---

**Interests**

10392458.2 Mortgage to (now) ASB Bank Limited - 21.4.2016 at 5:30 pm  
10576706.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.10.2016 at 10:02 am  
Land Covenant in Easement Instrument 10576706.3 - 27.10.2016 at 10:02 am (Limited as to duration)  
Subject to a right (in gross) to convey telecommunications and computer media over part marked A on DP 497022 in favour of Chorus New Zealand Limited created by Easement Instrument 10576706.4 - 27.10.2016 at 10:02 am  
Subject to a right of way, right to convey electricity, telecommunications, computer media, water and gas over part marked A on DP 497022 created by Easement Instrument 10576706.5 - 27.10.2016 at 10:02 am  
The easements created by Easement Instrument 10576706.5 are subject to Section 243 (a) Resource Management Act 1991



Areas W, X & Y are to be subject to land covenant

Land District: North Auckland

Digitally Generated Plan

Generated on: 27/10/2016 03:17:46 PM Page 3 of 4

Lots 1 and 2 Being a Subdivision of Lot 2 DP 397356

Surveyor: Richard Alan Bull  
Firm: C & R Surveyors Ltd

Title Plan  
LT 497022  
Approved on: 27/10/2016

T 1/2

# RPNZ document ordering service

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**Document, Interest, Instrument: 10576706.3**

**Property: 53B Russell Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 497022**

**CoreLogic Reference: 3189097/6**

**Processed: 17 April 2024**

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# View Instrument Details

Instrument No 10576706.3  
Status Registered  
Date & Time Lodged 27 October 2016 10:02  
Lodged By s 9(2)(b)(ii)  
Instrument Type Easement Instrument



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Affected Computer Registers	Land District
747403	North Auckland
747404	North Auckland

---

Annexure Schedule: Contains 4 Pages.

---

## Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 10392458.2 has consented to this transaction and I hold that consent

## Signature

Signed by s 9(2)(b)(ii) as Grantor Representative on 04/11/2016 03:59 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 s 9(2)(b)(ii) as Grantee Representative on 04/11/2016 04:00 PM

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

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

2015/6246  
 APPROVED  
 Registrar-General of Land

Page **1** of  pages

**Grantor**  
 S 9(2)(h)(ii)   
 S 9(2)(b)(ii)

**Grantee**  
 S 9(2)(h)(ii)   
 S 9(2)(b)(ii)

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

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

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	DP 497022	Lot 1 DP 497022 Identifier 747403	Lot 2 DP 497022 Identifier 747404

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

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

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

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

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

[the provisions set out in Annexure Schedule \_\_\_\_\_ ]

**Covenant provisions**

Delete phrases in [ ] and insert Memorandum number as 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 ~~3&~~ ]

~~4~~

## Annexure Schedule

Page 3 of 4 Pages

2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

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*Continue in additional Annexure Schedule, if required*

- A. THE Grantor is the Registered Proprietor of the Servient Tenement and the Dominant Tenement.
- B. THE Servient Tenement and the Dominant Tenement are part of a rural residential development.
- C. THE Grantor has agreed to create the covenants as set out herein in favour of the Grantee in order to ensure that the character of the rural estate is maintained, preserved and enhanced.
- D. The Grantor for the Grantor and the Grantor's successors in title covenants with and for the benefit of the Grantee and the Grantee's successors in title, so as to bind the servient land set out in Schedule A ("the property") in favour of the Dominant Land, that the Grantor shall:
1. Not permit or suffer the use of the property for any purpose other than a residential lifestyle nor use the property for any commercial farming which includes, other than and ancillary to the predominant residential lifestyle use, any horticulture, agriculture, animal boarding facilities, market gardening activities, or which includes the keeping of poultry, pigs or goats.
  2. Not permit or suffer any rubbish to accumulate or to be placed upon the property and at all times to maintain the property in a tidy condition.
  3. Not permit noxious weeds to grow upon the property.
  4. Not carry on or permit the aerial spraying over the property of any noxious or toxic substances for weed control or any other purposes.
  5. Not place, erect, construct or permit to remain on any part of the property any second hand or relocatable dwelling/building or containers except that which may be used in conjunction with the construction of a permanent residential building and which will be removed from the land upon completion of construction of the new residential building.
  6. Not use any second hand materials in the construction of any dwelling/building on the property.
  7. Not construct more than one (1) residential dwelling and one minor household unit on the property that must comply in all respects with Auckland Council requirements.
  8. Not fence the property unless such fencing is 7 wire post & batten or alternative fencing that has first been approved in writing by the Grantee.
  9. Not place erect construct or permit to remain on any part of the property any caravans, buses or any other type of temporary accommodation that is used for permanent long term use on the property.
  10. Not permit any telecommunications or electricity services to be provided by "overhead" means to the dwelling (and any other structures/buildings to be erected on the property) and all other utilities and services are to be by underground means.

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.

Annexure Schedule

Page 4 of 4 Pages

2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

[Empty box for instrument type]

Continue in additional Annexure Schedule, if required

- 11. The Grantor will ensure that once construction of a residential dwelling has commenced, the exterior of same is fully closed in and finished within twelve (12) months from the date of commencement of construction and that construction is fully completed within twenty four (24) months from the date of commencement.
- 12. Should there be any breach or non-observance by the Grantor of any of the covenants or restrictions expressed or implied herein, then, without prejudice to any other remedy which the Grantee or any other person or persons having the benefit of these covenants and restrictions may have against the Grantor, the Grantor will upon written demand by the Grantee or their nominee or by any party having the benefit of these covenants:
  - (a) Pay to the person making such demand as liquidated damages the sum of five hundred dollars (\$500) (which sum will, on the 1st of April in each year, commencing in the year immediately following deposit of the Land Transfer Plan, be adjusted to take account of movement in the preceding year in the Consumer Price (All Groups) Index) per day for every day or part of a day that the breach or non-observance of the covenants continues from and after the date upon which written demand is made; and
  - (b) Remove or cause to be removed from the property any building or structure erected, placed or located in breach or non-observance of these covenants and otherwise take all steps necessary to remedy the breach or non-observance of those covenants it is capable of remedy.
- 13. The provisions of these land covenants shall cease to have effect on and from the 25th anniversary of the issue of the separate freehold title for the property.

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.

# RPNZ document ordering service

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**Document, Interest, Instrument: 10576706.5**

**Property: 53B Russell Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 497022**

**CoreLogic Reference: 3189097/5**

**Processed: 17 April 2024**

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# View Instrument Details



**Instrument No** 10576706.5  
**Status** Registered  
**Date & Time Lodged** 27 October 2016 10:02  
**Lodged By** s 9(2)(b)(ii)  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
747403	North Auckland
747404	North Auckland

---

**Annexure Schedule:** Contains 2 Pages.

---

## Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 10392458.2 has consented to this transaction and I hold that consent

## Signature

Signed by s 9(2)(b)(ii) as Grantor Representative on 04/11/2016 04:02 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 s 9(2)(b)(ii) as Grantee Representative on 04/11/2016 04:03 PM

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

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

2015/6246  
 APPROVED  
 Registrar-General of Land

Page  of  pages

**Grantor**  
 s 9(2)(b)(ii)   
 s 9(2)(b)(ii)

**Grantee**  
 s 9(2)(b)(ii)   
 s 9(2)(b)(ii)

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

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

**Schedule A** *Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way Right to Convey Electricity, Telecommunications, Computer Media, Water and Gas	DP 497022 'A'	Lot 2 DP 497022 Identifier 747404	Lot 1 DP 497022 Identifier 747403



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

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

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

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

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

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

**Covenant provisions**

Delete phrases in [ ] and insert Memorandum number as 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 \_\_\_\_\_]~~

# RPNZ document ordering service

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**Document, Interest, Instrument: 10576706.4**

**Property: 53B Russell Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 497022**

**CoreLogic Reference: 3189097/3**

**Processed: 17 April 2024**

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# View Instrument Details

**Instrument No** 10576706.4  
**Status** Registered  
**Date & Time Lodged** 27 October 2016 10:02  
**Lodged By** s 9(2)(b)(ii)  
**Instrument Type** Easement Instrument



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**Affected Computer Registers**    **Land District**  
747404                                      North Auckland

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**Annexure Schedule:** Contains 4 Pages.

---

## Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 10392458.2 has consented to this transaction and I hold that consent

## Signature

Signed by s 9(2)(b)(ii) as Grantor Representative on 13/10/2016 02:57 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 s 9(2)(b)(ii) as Grantee Representative on 13/10/2016 02:58 PM

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

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

Sections 90A and 90F, Land Transfer Act 1952

<b>Grantor</b>		<i>Surname(s) must be <u>underlined</u>.</i>	
s 9(2)(b)(ii) _____ as to a ½ share and			
s 9(2)(b)(ii) _____ as to a ½ share			
<b>Grantee</b>		<i>Surname(s) must be <u>underlined</u>.</i>	
<b>CHORUS NEW ZEALAND LIMITED</b>			
<b>Grant of easement or <i>profit à prendre</i> or creation of covenant</b>			
<b>The Grantor</b> , being the registered proprietor of the servient tenement(s) set out in Schedule A, <b>grants to the Grantee</b> (and, if so stated, in gross) the easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, <b>or creates</b> the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).			
<b>Schedule A</b>		<i>Continue in additional Annexure Schedule if required.</i>	
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Right to convey telecommunications and computer media</b>	A on DP 497022	Lot 2 DP 497022 (CFR 747404)	<b>Chorus New Zealand Limited (in gross)</b>
<b>Easements or <i>profits à prendre</i> rights and powers (including terms, covenants, and conditions)</b>		<i>Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
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 <b>varied/negated/added to</b> or <b>substituted</b> by:			
Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.			
The provisions set out in the Annexure Schedule.			
<b>Covenant provisions</b>		<i>Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
The provisions applying to the specified covenants are those set out in:			
Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.			
Annexure Schedule 2.			

## Annexure Schedule

Insert type of instrument

Easement

Dated

Page

2

of

Pages

*Continue in additional Annexure Schedule, if required.*

### Continuation of "Easement rights and powers":

- 1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 4 to the Land Transfer Regulations 2002 ("the Fourth Schedule") and where the terms of this easement are in conflict with either the Fourth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Servient Tenement, the terms of this easement shall prevail.
  
- 2 **Grant of Easement**
  - 2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:
    - (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land;
    - (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Servient Tenement for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any accessways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Servient Tenement as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
    - (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications and computer media without interruption or impediment, provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way.
  
- 3 **Grantee's Covenants**
  - 3.1 The Grantee shall be responsible for:
    - (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
    - (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Servient Tenement.
  - 3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Servient Tenement and to any building or building improvement (including, without limitation, any interior fitout) located on the Servient Tenement.
  - 3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Servient Tenement (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this

**Annexure Schedule**

Insert type of instrument

Easement

Dated

Page 3

of

Pages

*Continue in additional Annexure Schedule, if required.*

easement as reasonably close as possible to the original condition of the Servient Tenement prior to such damage and to the reasonable satisfaction of the Grantor.

**4 Access**

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Servient Tenement (including, for the avoidance of doubt, any areas of Common Property on the Servient Tenement) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Servient Tenement (except in the case of an Emergency, when notice will not be required). Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Servient Tenement and the Easement Land.

**5 Grantor's Covenants**

- 5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):
  - (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
  - (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
  - (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
  - (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

**6 Removal**

6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Servient Tenement.

## Annexure Schedule

### Insert type of instrument

Easement Dated  Page 4 of  Pages

*Continue in additional Annexure Schedule, if required.*

6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

### 7 Further Assurances

7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

### 8 Telecommunications Act 2001 and End User Terms

8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Servient Tenement, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

### 9 Definitions and interpretation

9.1 In this easement:

- (a) "**Common Property**" has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) "**Easement Land**" means that part of the Servient Tenement identified in Schedule A in this easement as Easement Land and those other parts of the Servient Tenement (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) "**Emergency**" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) "**Grantee**" means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) "**Grantor**" includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) "**Line**" and "**Works**" shall have the meanings ascribed to those terms under the Telecommunications Act 2001;

# RPNZ document ordering service

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**Document, Interest, Instrument: 10576706.2**

**Property: 53B Russell Road, Wainui, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 497022**

**CoreLogic Reference: 3189097/4**

**Processed: 17 April 2024**

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# View Instrument Details

**Instrument No** 10576706.2  
**Status** Registered  
**Date & Time Lodged** 27 October 2016 10:02  
**Lodged By** s 9(2)(b)(ii)  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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Affected Computer Registers	Land District
747403	North Auckland
747404	North Auckland

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**Annexure Schedule:** Contains 2 Pages.

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## Signature

Signed by as Territorial Authority Representative on 13/10/2016 02:53 PM

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



IN THE MATTER

of a Plan lodged for  
Deposit under  
Number 497022

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 497022 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

Protection of wetland area The wetland and buffer area labelled W, X and Y shall be protected in perpetuity to the satisfaction of the council's Team Leader Northern Monitoring.

Maintenance of wetland and additional planting area The owners or their successors in title of Lot 2 shall:

- Preserve the native vegetation, wildlife habitats and the natural landscape within the areas of wetland and buffer area riparian margins to be protected on Lot 2.
- Maintain any stock crossings and/or fish passage(s) in accordance with any easement(s) through the covenant areas;
- 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, damage or destruction of the vegetation or wildlife habitats within the area to be protected;
- Not do anything that would prejudice the health or ecological value of the area to be protected, their long term viability and/or sustainability;
- Control all invasive plants and control pest animals within the areas of wetland and buffer to be protected, in accordance with but not limited to the approved Plant and Animal pest Management Plan by Wetland Solutions and dated 09/2014.

***Advice Note:*** Weed Control means, that there are no mature, fruiting and / or flowering individuals of weed species present within the covenant area and any weed species present are dead. In addition there shall be no areas where weed species are smothering and / or out competing native vegetation including suppressing the natural regeneration processes. Control shall be demonstrated to the satisfaction of council's Team Leader, Northern Monitoring or similar position.

- Maintain a stock-proof fence and other fencing as approved by the council around the perimeter of the wetland and buffer area to be protected on Lot 2 (Areas W, X and Y,) and keep stock out of these areas.
- Not to be in breach of this covenant if any of the areas of wetland and buffer to be protected die as a result of fire and/or natural causes not attributable to any act or default on their part for which they are not responsible.

Building restrictions Any buildings erected on the building sites identified on the plan prepared by C & R Surveyors, reference 4305, dated August 2016, shall be subject to the requirements of the report prepared by Geoconsult, reference GF647, dated 16 July 2014, or any subsequent geotechnical reports prepared. Copies of the said plan and report(s) will be held at the offices of the Council, Centreway Road, Orewa.

Limit on impermeable area The maximum impermeable area on Lot 1 shall not exceed 250 square meters, excluding driveway, unless a specific design for stormwater disposal is 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" and approved in writing by the Consents Engineer. Copies of the said report and document are held at the offices of the Council, Centreway Road, Orewa.

Building restrictions Any buildings erected on Lot 1 shall be subject to a minimum habitable floor level not lower than RL 21.50 m, DoSLI Datum.

## SECOND SCHEDULE

An estate in fee simple being Lot 2 DP 397356 comprised in Certificate of Title 388618.

## THIRD SCHEDULE

Lots 1 and 2 DP 497022.

DATED this 7th day of October 2016.

SIGNED for and on behalf of  
the AUCKLAND COUNCIL

s 9(2)(b)(ii)

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Authorised Officer

RESOURCE CONSENT: R63363