

30736566TE
Approved by the District Land Registrar, North Auckland, No. 4238/1975

[New Zealand

Under the Land Transfer Act, 1952

Transfer Creating Electricity Easement

WHEREAS HALLIWELL FARMS LIMITED at Auckland

(hereinafter called "the Grantor") is registered as proprietor of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in that parcel of land situated in the Land District of North Auckland

containing 116.5051 ha more or less being Lot 7 Deposited Plan 10040, Lots 2 and 3 Deposited Plan 39493, Lot 3 Deposited Plan 45539 and part Lot 2 Deposited Plan 39494 and being parts of Allotments 48 and 80 and the western portion of Allotment 49 Parish of Wairoa and part of Allotments 47, 49, 50, 52 and 66 Parish of Maraetai and being all of the land comprised and described in Certificate of Title Volume 6D Folio 7 North Auckland Registry

SUBJECT TO:

1. Profit a prendre created by transfer 501569
 2. Electricity Easement created by transfer 578610
 3. Caveat A464855
 4. Statutory Land Charge number 624194.1
 5. Statutory Land Charge number 550015.3
- 44

AND WHEREAS the Grantor has agreed to grant to the AUCKLAND ELECTRIC POWER BOARD a Body Corporate duly constituted under the provisions of the Auckland Electric Power Board Act 1921 (hereinafter called "the Grantee"), the rights interests and licences in respect of the said land hereinafter set forth

NOW THEREFORE IN CONSIDERATION of the sum of ten cents (10¢) if demanded

the Grantor DOTH HEREBY TRANSFER AND GRANT unto the Grantee subject to the following covenants conditions and restrictions as an easement in gross the full free right liberty and licence TO TRANSMIT ELECTRIC CURRENT over

those portions of the said land marked "B" "C" "E" & "F" on Deposited Plan 93001

AND FOR THAT PURPOSE the Grantee its servants workmen and agents with or without vehicles laden or unladen and with tools machinery and equipment may from time to time and at all times as occasion shall require enter upon the said parcel of land marked "B" "C" "E" "F" as aforesaid and such other areas surrounding as may be necessary or convenient and repair renew relay and maintain poles and cables on the said portions of land marked "B" "C" "E" & "F" and to view the state or condition thereof

PROVIDED THAT the Grantee shall do as little damage as possible to the surface of the said land and any vegetation fences or erections thereon

AND PROVIDED ALSO that any opening in the surface of such land shall be filled in by the Grantee as soon as possible after the necessary work for which such opening was made has been completed and the surface levelled off in a proper manner and resurfaced if necessary to restore it to the condition it was in prior to the work being done and all damage (if any) to fences or other erections on the said land made good and restored to their prior condition in a proper and workmanlike manner

AND THE GRANTOR HEREBY COVENANTS WITH THE GRANTEE that the Grantor will not place any buildings or erections or plant or allow or suffer to grow any tree or shrub on the said portion of the said land and will not at any time hereafter do permit or suffer to be done any act whereby the rights powers licences and liberties hereby granted to the Grantee may be interfered with or affected in any way.

IN WITNESS WHEREOF these presents have been executed this 15 day of

November One thousand nine hundred and eighty one

THE COMMON SEAL of HALLIWELL)
FARMS LIMITED was hereunto)
affixed in the presence of:-)

..... Director

..... Director/Secretary

CAVEAT BY DISTRICT LAND REGISTRAR

I, CHRISTOPHER CHARLES KENNELLY

District Land Registrar of the Land Registration District of NORTH

AUCKLAND

in exercise of the powers vested

in me in that behalf, forbid the registration of any memorandum of transfer or

other instrument affecting

(1) 97.0000 Hectares more or less being Lots 2 and 3

Plan 93001 part Allotments 47, 49, 50, 52 and 66 Parish

of Maraetai - Certificate of Title 49B/1368

(2) 19.5000 Hectares more or less being Lot 1 Plan 93001

part Allotments 48 and 80 and the western portion of

Allotment 49 Parish of Wairoa part Allotment 47 Parish of

Maraetai - Certificate of Title 49B/1367

until this caveat be by me, or by the District Land Registrar for the time being,

withdrawn. The grounds for entry of this caveat are as follows:

To prevent the registration of any instrument of transfer

or lease or other disposition of any of the abovementioned

allotments unless the easements referred to in the

memorandum endorsed on Plan 93001 have been duly granted

or reserved; Section 309 of the Local Government Act 1974

Dated this 29th day of June 19 82

C.C. Kennelly
District Land Registrar.

per [Signature]

MANUKAU CITY COUNCIL the grantee of a profit a prendre under
and by virtue of Transfer No. 501569, the Caveator under
Caveat No. A464855, the charge holder under Statutory Land
Charge registerdd No. 550015.3 and the Caveator under Caveat
No. 893624.1 DOETH HEREBY CONSENT to the within written Grant.

Dated this 25TH day of MARCH 1982,

THE COMMON SEAL of)
MANUKAU CITY COUNCIL was)
hereunto affixed)
in the presence of:)

.....*H. E. Evans*.....Mayor

.....*W. A. H. H. H.*.....City Manager

.....25th March 1982.....Date



M44 596

NO:

Correct for the purposes of the Land Transfer Act.

**TRANSFER CREATING ELECTRICITY
EASEMENT**

HALLIWELL FARMS LIMITED

Grantor

AUCKLAND ELECTRIC POWER BOARD,

Grantee

L. C.
Solicitor for the Grantee

Particulars entered in the Register as shown in the
Schedule of Land herein on the date and at the time
stamped below.

Assistant District Land Register of the District of North
Auckland.

2.27 09 JUN 82 B 073656
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR
4 9 13 13 07
4 9 13 13 03 (107)

**NICHOLSON, GRIBBIN, & CO.
SOLICITORS,
AUCKLAND.**

W. G. Allen & Co. Ltd., Law Stationers, 222 Hobson St., Auckland.

Approved by the Registrar-General of Land, Wellington, No. 367635.80
Approved by the District Land Registrar, North Auckland, No. 4363/80

B427892-1 TE 10-00

Under the Land Transfer Act 1952

19/05/80 15/05/80 10.0

NEW ZEALAND STAMP 10.0

Memorandum of Transfer

WHEREAS HALLIWELL FARMS LIMITED a duly incorporated company having its registered office at Auckland (hereinafter together with its liquidators and assigns, called "the first Grantor") is

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 NINETY SEVEN (97) HECTARES more or less being Lots 2 and 3 on Deposited Plan 93001 being portion of Allotments 47, 49, 50, 52 and 66 of the Parish of Maraetai being all the land comprised and described in Certificate of Title Volume 49B Folio 1368 SUBJECT TO

- ~~memoranda being~~ 1. Section 308 Sub-Section 4 of the Local Government Act 1974.
2. Caveat No. A.464855 by the Manukau City Council.
3. Electricity Easement contained in B.073656.6 to the Auckland Electric Power Board.
4. Mortgages numbered B.135352.1 and B.135352.2.
5. Right-of-way contained in Transfer B.149186.1 which Easement is subject to Section 309(1)(a) of the Local Government Act 1974.

(hereinafter called "the first servient tenement")

AND WHEREAS FREDERICK SAMUEL HALLIWELL of Brookby, Farmer MARY ANN COULDREY of Kawakawa, Married Woman and JOAN NGAIRE WARE of Longburn, Married Woman as tenants in common in equal shares (hereinafter together with their respective executors administrators and assigns jointly and severally called "the second Grantors") are registered as proprietors of an estate in fee simple subject as aforesaid in all that piece or parcel of land situated in the land district of North Auckland containing NINETEEN DECIMAL FIVE (19.5000) HECTARES being Lot 1 on Deposited Plan 93001 being portion of Allotment 4E and 80 and the Western portion of Allotment 49 of the Parish of Wairoa and portion of Allotment 47 of the Parish of Maraetai and being all the land in Certificate of Title Volume 49B Folio 1367 SUBJECT TO Caveats numbered A.464855 and 893624.1 by the Manukau City Council and having appurtenant thereto a right-of-way over part of Lot 2 Deposited Plan 93001 (Certificate of Title Volume 49B Folio 1368) contained in Transfer B.149186.1 which Easement is subject to Section 309(1)(a) of the Local Government Act 1974 (hereinafter called "the second servient tenement")

AND WHEREAS HENDERSON & POLLARD LIMITED (together with its liquidators, successors and assigns (hereinafter called "the Grantee") is registered as proprietor of an estate in fee simple, subject to such reservations, restrictions, encumbrances and interests as are notified by memorial endorsed thereon, in ALL THAT piece or parcel of land containing 285.2780 hectares more or less being Allotment 79 and part Allotments 48, W49 and 80 of the Parish of Wairoa, the said parts Allotments 48 and W49 being Lot 3 on Deposited Plan 39494 and all the land comprised in Certificate of Title Volume 1617 Folio 73 (Auckland Registry) SUBJECT TO Certificates under the Rating Act 291463.3, 411144.3 and 550016.2, Mortgage number 617987.4 and Statutory Land Charge 624194.2 (hereinafter called "the dominant tenement")

AND WHEREAS by grant of profit-a-prendre dated the 17th day of February 1972 the first grantor at the date being the registered proprietor of the first servient tenement and the second servient tenement did transfer and grant unto the Manukau City Council (in the said profit-a-prendre called "The Body Corporate called the Mayor, Councillors and Citizens of the City of Manukau) (hereinafter called "the City Council") as a profit in gross for a term of twenty years from and exclusive of the 1st day of April 1970, the full, free, irrevocable and exclusive right, liberty and license to quarry, win, work, get and take for its own use and benefit ALL THAT stone and metal being in, upon and under that part of the servient tenement, more particularly described in the said profit and further granted to the City Council the right or license from time to time inter alia to enter and pass and re-pass upon part of the first servient tenement and second servient tenement for the purpose and upon and subject to the terms and conditions therein set out

AND WHEREAS provision is made or inferred in the said profit that the City Council may for the better and more effective exercise of its rights and privileges thereunder at the expense of the City Council, construct, form and metal, repair and maintain roadways with such bridges as it may beem necessary in such convenient position on the first servient tenement and the second servient tenement as it may select to provide access to the site of any quarry or quarries which the City Council may establish and all stone required for the construction and maintenance of such roadways may be taken by the City Council from any such quarry and shall be free and clear of any payment of Royalty PROVIDED THAT and save for the rights of the first grantor the said roadway shall be for the exclusive use and under the control of the City Council

AND WHEREAS the first grantor and the second grantors have agreed with the grantee that subject to the consent of the City Council and subject to the Grantee covenanting with the first grantor and the second grantors and the City Council as hereinafter set forth, and notwithstanding the prohibition or restriction contained in the proviso as between the first grantor and the City Council above recited, the first grantor and the second grantors shall transfer and grant unto the grantee the rights, privileges and license as herein set forth

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AND WHEREAS pursuant to such agreement the Grantee has caused a plan to be prepared and lodged for deposit in the Land Registry Office at Auckland under number 99281 delineating the position and width of the proposed roadway thereon marked "A" over the first servient tenement and marked "B" over the second servient tenement

AND WHEREAS pursuant to the above recited profit-a-prendre and in exercise of the rights vested in the City Council thereunder, the City Council has constructed, formed and metalled a roadway and now maintains such roadway over the first servient tenement marked "A" and part of the second servient tenement contained within the roadway area marked "B" on the plan number 99281

AND WHEREAS the remaining part of the roadway area marked "B" has not been constructed, formed and metalled as a roadway (hereinafter called "the unformed portion of the roadway")

NOW THEREFORE in consideration of the premises and of the covenants conditions and provisions on the part of the Grantee herein expressed or implied

- (a) The first Grantor with the consent of the City Council as is evidenced by the execution of these presents HEREBY TRANSFERS AND GRANTS unto the Grantee the full free and uninterrupted and unrestricted right, liberty and privilege for the grantee its servants, agents, workmen, contractors, licensees and invitees in common with the first Grantor and the second Grantors and the City Council and any other person lawfully entitled so to do from time to time and at all times during the term hereby created by day and by night to go pass and re-pass with or without motor vehicles (loaded or unloaded) or other machinery, implements of any kind and animals over and along that part of the first servient tenement marked "A" on the said Deposited Plan 99281 for a term of 999 years commencing on the 1st day of November 1982 TO THE END AND INTENT that the right-of-way hereby transferred and granted shall be appurtenant to the dominant tenement for the term hereof

(L + construction)

A N D

- (b) The second Grantors with the consent of the City Council as is evidenced by the execution of these presents HEREBY TRANSFERS AND GRANTS unto the Grantee the full, free and uninterrupted and unrestricted right, liberty and privilege for the grantee its servants, agents, workmen, contractors, licensees and invitees in common with the first Grantor and the second Grantors and the City Council and any other person lawfully entitled so to do from time to time and at all times during the term hereby created by day and by night to go pass and re-pass with or without motor vehicles (loaded or unloaded) or other machinery, implements of any kind and animals over and along that part of the second servient tenement marked "B" on the said Deposited Plan 99281 for a term of 999 years commencing on the 1st day of November 1982

SP. W.

[Signature]

[Signature]

TO THE END AND INTENT that the Right of Way hereby transferred and granted shall be appurtenant to the dominant tenement for the term hereof.

UPON AND SUBJECT TO THE FOLLOWING COVENANTS CONDITIONS AND PROVISIONS :-

1. THE Grantee hereby covenants with the first grantor and the second grantors as follows :
 - (a) The Grantee shall forthwith upon exercising the rights hereby created at such time and in such manner as shall first be approved by the City Council and at the sole cost in all things of the Grantee, construct and form the unformed portion of the said roadway and shall metal the same and shall cut and clear all water tables drains and culverts adjacent thereto;
 - (b) For the better use and enjoyment by the first grantor or the second grantors or the City Council of their respective rights as hereinbefore set out or of the rights of the first grantor as acknowledged and affirmed in sub-clause (c) of this clause the Grantee will when called upon in writing to do so, either by the first grantor, the second grantors or the City Council, erect or cause to be erected at the sole cost of the Grantee in all things, proper and efficient fences around such portions of the roadway as shall be required from time to time and shall erect or construct such cattle stops or gates thereon and in the case of gates, shall provide an efficient locking means;
 - (c) Notwithstanding any of the terms or conditions of these presents the Grantee, the second grantors and the City Council acknowledge and affirm the right of the first grantor to pass and re-pass across the roadway with or without livestock motor vehicles and plant of all descriptions throughout the term hereby created;
 - (d) The City Council shall be responsible for and the Grantee will contribute to the cost of the future maintenance of the roadway and of the water tables, drains and culverts adjacent thereto in the manner following, that is to say:
 - (i) in respect of that portion of the roadway not used by the City Council, it shall be maintained at the sole and exclusive cost of the Grantee;
 - (ii) that portion of the roadway used by both the Grantee and the City Council shall be maintained at the cost of the Grantee and the City Council. The proportions of the cost of such maintenance shall be calculated annually and be borne according to the formula :

1. 2A	=	Council's share
2. 3B	=	Grantee's share

where A is the number of movements on the roadway of trucks for quarry metal in the preceding year and B is similarly calculated for timber logging trucks PROVIDED HOWEVER that should any

repairs or maintenance be required to be made as a result of the improper or negligent use thereof by either party such party causing the damage shall be solely liable to meet the cost of such repairs PROVIDED FURTHER that the first grantor and the second grantors shall not be called upon to contribute towards the cost of the construction and formation or maintenance of any part of the roadway or the water tables, drains and culverts adjacent thereto;

- (e) That the Grantee acknowledges that the first grantor and the second grantors and the City Council have given no undertaking or warranty as to the condition of the said roadway or as to its suitability or fitness for the use contemplated by the Grantee at any time during the term of this grant and the Grantee shall use the same relying entirely upon its own judgment and shall indemnify and shall thereafter keep harmless and indemnified the first grantor and the second grantors and the City Council from and against any action, claim, suit (including costs and expenses) whatsoever which may be taken against or payable by the Grantee and the City Council or either of them for loss, damage or injury suffered by or by reason of damage to or loss of any property of any person employed or engaged as a contractor by the Grantee or otherwise howsoever.

2. THE Grantee HEREBY COVENANTS with the City Council as follows :

- (a) Notwithstanding the grant herein contained and subject to the rights of the first grantor, the use of the roadway by the Grantee shall at all times remain under the control of the City Council for the purposes of maintaining and ensuring the safety of the quarrying operations being carried out by the City Council on the servient tenement and in particular and without limiting the generality hereof the City Council may :
- (i) temporarily suspend the use of the roadway during periods of blasting or where quarrying operations so dictate or where instability occurs or for other reasonable cause PROVIDED HOWEVER that where possible such suspension shall be upon notice in writing and that such suspension shall continue only for such period as is necessary to remove the source of such danger;
 - (ii) regulate the speed at which traffic may pass and repass throughout the roadway;
 - (iii) determine which, if any, gates other than those for the use and enjoyment of the first grantor shall be opened and remain open or which, if any, gates other than those for the use and enjoyment of the first grantor shall be shut and remain shut;

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- (iv) in exercising any of the rights herein granted the Grantee shall not interfere with, impede or restrict the operations of the first grantor on the first servient tenement or of the City Council on the second servient tenement and will comply with all reasonable requirements of the first grantor and of the City Council in relation thereto and shall indemnify and keep harmless and indemnified the first grantor and the City Council from any actions, claims, suits (including costs and expenses) whatsoever which may be taken against or payable by the first grantor or the City Council for loss, damage or injury suffered by or by reason of damage to or loss of any property of the Grantee or any person employed or engaged as a contractor by the Grantee and in any manner arising out of the operations of the City Council on the second servient tenement.

3. AND IT IS HEREBY AGREED between the parties hereto as follows :

- (a) that the Grantee shall pay the first grantor's and the second grantors' and the City Council's reasonable legal costs and expenses incurred in the negotiation of this grant and in the preparation, execution and registration of this Transfer;
- (b) that should a public road be laid off by some other route to serve the dominant tenement in such an alignment and such gradient that will permit the Grantee to use the same for the cartage or hauling of timber and logs thereover then this Easement hereby created shall immediately cease and determine but without prejudice to the right of the first grantor and the second grantors or the City Council to require completion of any payment, act or thing which the Grantee may have been required to make or do up to the time of determination;
- (c) that should the Grantee fail or neglect within one calendar month after the first grantor or the second grantors have called upon it by notice in writing, delivered personally or by registered post to the office of the Grantee as recorded in the Companies Office to make good or remedy any failure, omission or default on the part of the Grantee or to observe or perform any condition or covenant on its part herein contained then the first grantor and/or the second grantors may by notice in writing, delivered as aforesaid, suspend or restrict the right-of-way hereby created either absolutely or to such extent as it may in such notice specify, until such time as payment has been made or such failure or default has been made good to the reasonable satisfaction of the first grantor and/or the second grantors, but without prejudice to the rights of the first grantor or the second grantors to sue for and recover damages in respect of such failure, omission or default;

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- (d) that if any dispute or difference shall arise between the first grantor or the second grantors and the Grantee or between the City Council and the Grantee touching the construction of these presents or as to any matter or thing arising herein such dispute or difference shall be referred to two arbitrators one to be appointed by the first grantor or the second grantors or the City Council as the case may be and the other by the Grantee and an umpire to be selected by the arbitrators and the reference of such dispute shall be a submission to arbitration within the meaning of the Arbitration Act 1908.

4. AND the City Council DOETH HEREBY COVENANT with the first grantor and the second grantors and with the Grantee :

- (i) that notwithstanding the provisions of the said profit-a-prendre the City Council DOETH HEREBY CONSENT to the within written transfer by way of grant of right-of-way and covenants to permit the Grantee hereunder to use and enjoy without let or hindrance save as is expressly herein reserved, the rights, privileges and licences hereby granted by the first grantor and the second grantors;
- (ii) that in exercising the rights of control set forth in paragraph 2(a) hereof the City Council will impose only such conditions as shall be necessary for the safety and security of the quarrying operations carried out by the City Council on the servient tenement and will not arbitrarily or unreasonably interfere with, impede or prevent the exercise by the Grantee, the rights, privileges and licenses hereby granted unto it.

IN WITNESS WHEREOF these presents have been executed the 28th day and year first hereinbefore appearing, of February 1925

THE COMMON SEAL of HALLIWELL FARMS LIMITED as the first Grantor was hereto set and affixed in the presence of :



[Signature] Director
[Signature] Secretary

SIGNED by the said FREDERICK SAMUEL HALLIWELL as a second Grantor in the presence of :

[Signature]
[Signature] Solicitor and Clerk

[Signature]

[Signature]

SIGNED by the said MARY ANN COULDEREY)
as a Second Grantor in the presence of:)

M.A. Couldercy

SIGNED by the said JOAN NGAIRE WARE)
as a Second Grantor in the presence of :)

Jd Ware

*C. F. O'Brien J.P.
Longburn*

THE COMMON SEAL of HENDERSON & POLLARD)
LIMITED as Grantee was hereto set and)
affixed in the presence of :)

M. W. Carter

DIRECTOR

C. O. O'Brien

DIRECTOR

J. Kump

SECRETARY

THE COMMON SEAL of MANUKAU CITY COUNCIL)
was hereto set and affixed in the presence)
of :)

Bruce R. Smith

Mayor

[Signature]

City Manager

20 December 1983 Date



2012.2

[Handwritten mark]

[Handwritten mark]

THE MANUKAU CITY COUNCIL being the Caveator under Number A.464855 and 893624.1 (Auckland Registry), DO TH HEREBY CONSENT to the within written transfer by way of grant of right-of-way but without prejudice to its rights under the said Caveat.

THE COMMON SEAL of MANUKAU CITY COUNCIL)
was hereto set and affixed in the presence)
of :

[Signature] Mayor
[Signature] City Manager
20 December 1983 Date



MARY ANN COULDREY and JOAN NGAIRE WARE the mortgagees under Mortgage No. B.135352.1 DO TH HEREBY CONSENT to the within written Transfer and grant of right-of-way but without prejudice to their rights and powers contained in the said mortgage.

SIGNED by the said MARY ANN COULDREY)
in the presence of :

[Signature] M.A. Couldrey
[Signature]
[Signature]

SIGNED by the said JOAN NGAIRE WARE)
in the presence of :

[Signature] J. P. Longman
[Signature]

FREDERICK SAMUEL HALLIWELL, MARY ANN COULDREY and JOAN NGAIRE WARE the Grantees of the Right of Way contained in Transfer B.149186.1 DO TH HEREBY CONSENT to the within written Transfer and Grant of Right-of-Way but without prejudice to their rights and powers contained in the said Transfer B.149186.1.

[Signature]

SIGNED by the said FREDERICK SAMUEL)
HALLIWELL in the presence of :

W. J. Halliwell
W. J. Halliwell

Salvator Anouland

SIGNED by the said MARY ANN COULOREY)
 in the presence of :

M. A. Coulorey

James
James

SIGNED by the said JOAN NGAIRE WARE)
 in the presence of :

Joan

B. H. Carter J.P.
Longman

THE RURAL BANKING AND FINANCE CORPORATION OF NEW ZEALAND
 the mortgagee under Mortgage No.B.135352.2 DOTH HEREBY
 CONSENT to the within written Transfer and grant of right-
 of-way but without prejudice to its rights and powers con-
 tained in the said mortgage.

SIGNED by the RURAL BANKING AND
 FINANCE CORPORATION OF NEW ZEALAND
 by GARY FRANK HEWITT

acting on behalf of the said Corpora-
 tion pursuant to Section 16 of the
 Rural Banking and Finance Corporation
 Act 1974 in the presence of :

C. H. Hing
 CLERK/SOLICITOR
 RURAL BANKING AND
 FINANCE CORPORATION
 PRIVATE BAG, AUCKLAND.

The AUCKLAND ELECTRIC POWER BOARD the Grantee under
 Electricity Easement contained in Transfer No.B.073656.6
 DOTH HEREBY CONSENT to the within written Transfer and
 Grant of Right-of-Way but without prejudice to its rights
 and powers contained in the said Transfer B.073656.6.

A *AD*

11.

THE COMMON SEAL of the AUCKLAND)
ELECTRIC POWER BOARD was hereto)
set and affixed in the presence of :)

[Signature] (Chairman)
[Signature] (Member)
[Signature] Member)



~~In Consideration of~~

~~(the receipt of which sum is hereby acknowledged)~~

~~Do hereby Transfer to the said~~

~~all~~

~~estimated interest in the~~

~~said land above described~~

~~In witness whereof these presents have been executed this~~

~~day~~

~~of~~

~~19~~

~~Signed by the above named~~

~~in the presence of:—~~

TRANSFER OF AND GRANT
OF RIGHT-OF-WAY

Adams

HALLIWELL FARMS LIMITED Transferor a
FREDERICK SAMUEL HALLIWELL
MARY ANN COULDREY and
JOAN NGAIRE WARE

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART 1A OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952

SO LICITON #07 - E TRANSFEREE

HENDERSON & POLLARD LIMITED, Transferee

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

Assistant / District Land Registrar

of the District of

MEREDITH CONNELL & CO.
SOLICITORS
AUCKLAND.

Solicitors for the Transferee

AUCKLAND DISTRICT LAW SOCIETY

12.03 24 JUN 85 B427892
PARTICULARS ENTERED IN REGISTER
LAND REGISTER 1900
ASST. LAND.

496/1367
1308
1617/73

(100% 7-7 80% 90% 100%)

IN THE MATTER

of the Resource
Management Act 1991

AND

D320415.10

IN THE MATTER

of a subdivision of land in
the North Auckland Land
Registration District shown
on DP 188120

CONSENT NOTICE

C6NO

PURSUANT TO SECTION 221 OF THE ACT

I hereby certify that THE MANUKAU CITY COUNCIL granted its consent to the subdivision of Pt Lot 1 DP 39493 and Pt Lot 1 DP 39494 and Section 1 SO 68602, shown on DP 188120 subject to conditions, including the requirement that the owners of Lots 1 and 2 DP 188120 comply with the following conditions on a continuing basis at no cost to the Council.

CONDITION 2:

Specific engineering investigation and design is required at building consent stage for any buildings outside the areas on Lots 1 and 2 DP 188120, shown on the accompanying Harrison Grierson Consultants Ltd Plan, as suitable for building in accordance with NZS 3604.

CONDITION 3:

The maintenance of the driveway within the privateway serving Lot 1 DP 188120 is the responsibility of the owners of Lots 1 and 2 DP 188120. Geotechnical advice is such that the uphill and downhill batters of the privateway cannot be considered geotechnically stable and therefore the driveway may be subject to slippage. This may cut off access to Lot 1 DP 188120. The reinstatement of access to Lot 1 DP 188120 is the responsibility of the owners of Lots 1 and 2 DP 188120. Appropriate covenants are to be incorporated in the transfer granting the right of way.

CONDITION 6:

The native bush on Lot 1 DP 188120 is to continue to be fenced in a stockproof manner and is to be protected and maintained in accordance with the attached bush management plan prepared by Harrison Grierson Consultants Ltd and approved by the Council.

Dated at Manukau City this 17th day June of 1998

Authenticated by the Council
by the Principal Administrative
Officer of the Council pursuant
to Section 252 of the Local
Government Act 1974


I J Spencer

PRODUCED
ENTERED

1.55 14 OCT 198 D 320415
9.00 24.08.88
PARTICULARS
LAND REGISTRY
ASST LAND 1700



**ACCENT MANAGEMENT LIMITED
263 ARA KOTINGA ROAD, WHITFORD**

BUSH MANAGEMENT PLAN

**LOT 1, LT 188120
SP 4718**

Lot 1 is a lot on DP 175148 having an area of 11.9494 hectares.

There is a proposed building site on the southern part of the lot, its position being shown on the plan. The remainder of the site is covered with several species of native bush, the main ones being Kahikatea, Rumi, Puriri, Pongas and a number of younger regenerating plants in the undergrowth.




There is an existing stock proof fence on the boundaries of the property. This includes the house site on which no stock will be permitted to enter.

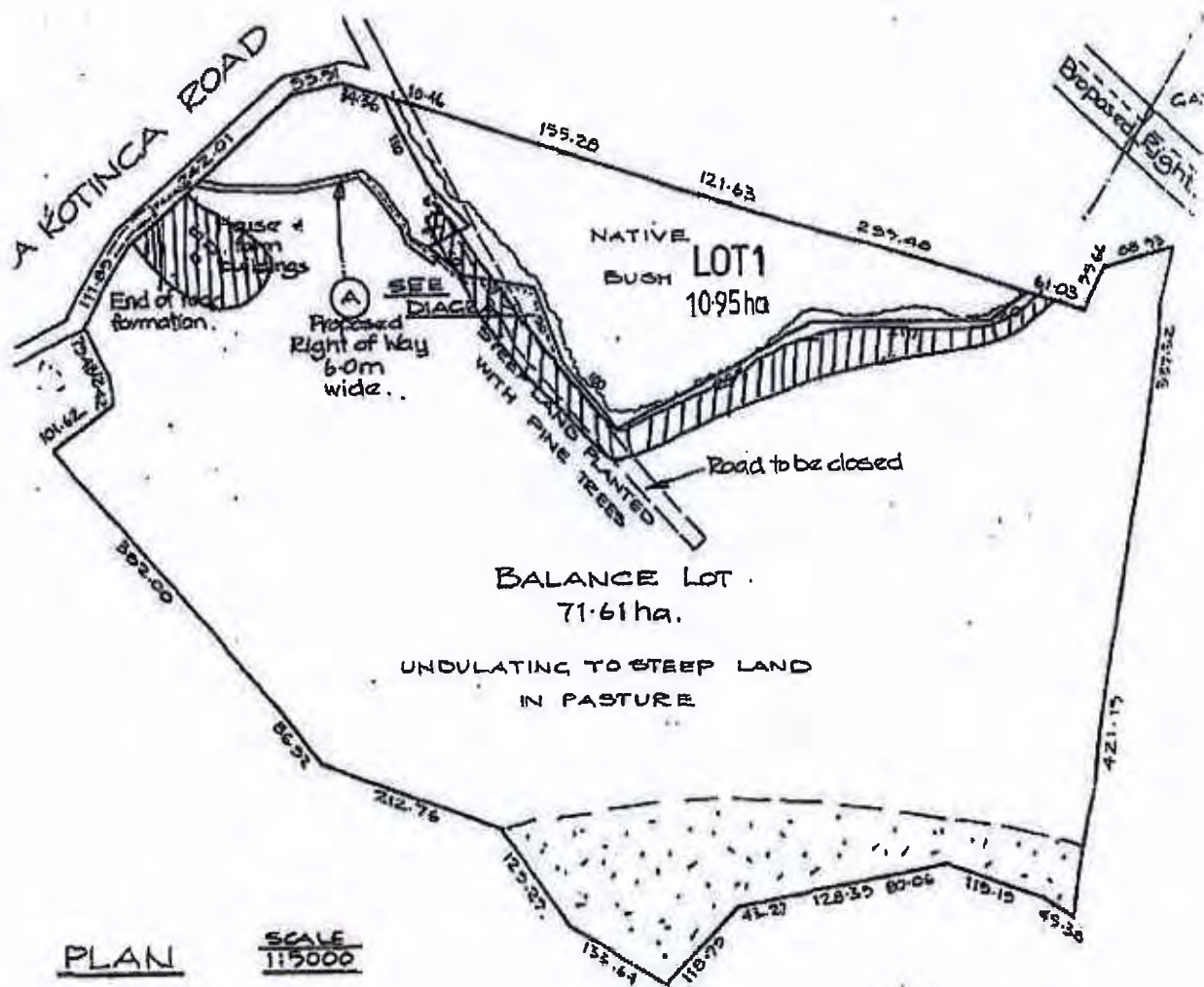
The aim of the plan is to protect, preserve and encourage further growth of the native bush. This will be done on an on-going basis by:

1. Ensuring that all stock (domestic or feral), is excluded from the bush. There are fences on the boundaries and these will be maintained in good order.
2. Eradicating any noxious weeds growing in the bush.
3. Controlling opossum activity in the bush with accepted practices.
4. No felling or removal of any trees or bush will be undertaken except for removing of any dead, diseased or fallen trees in a manner which does not damage the surrounding bush.
5. The owners of the land will upon notification, allow Council Officers the right-of-entry onto the property to inspect the condition of the bush and stock proof fence, and to monitor compliance with this Bush Management Plan.



1. Total Area = 82.5603 ha
2. Areas and dimensions are subject to final survey.
3. Comprised in CT 770/580
4. Levels are in terms of an assumed datum.

-  Suitable for building in accordance with NES 3604
-  Requires specific geotechnical appraisal
-  Not suitable for building (steep, watercourse, swamps)



PLAN

SCALE
1:5000

[illegible]

PRODUCED D 320415. 3
ENTERED 1D



D423162.6 T

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

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

Land Registration District

North Auckland

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

118A

644

All

Transferor Surnames must be underlined

Accent Management Limited

Transferee Surnames must be underlined

Stephen Franklin Gould

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

Fee Simple subject to a land covenant (contained on page 2 annexure schedule)

Consideration

\$650,000.00.

Operative Clause

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

Dated the **13th** **day of** **August** **1999**

Attestation

Signed in my presence by the Transferor

Signature of Witness

Witness to complete in BLOCK letters (unless typewritten or legibly stamped)

Witness name **Carol Newman**

Occupation **Solicitor**

Address **Orangi**

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Con: 1/20 (1/20) no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1977 (DELETE INAPPLICABLE CERTIFICATE)

low
be "Transfer", "Lease" etc

Dated

Page of Pages

"Estate or Interest or Easement to be created continued"

WHEREAS it is the Transferor's intention to create for the benefit of the land in Certificate of Title 118A/643 (the "Dominant Lot") the land covenant set out in Schedule A over that part of the land in Certificate of Title 118A/644 (the "Servient Lot") described in Schedule B and the land covenant set out in Schedule C over that part of the Servient Lot described in Schedule D TO THE INTENT that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedules A and C hereto and that the owners and occupiers for the time being of the Dominant Lot may enforce the observance of such stipulations against the owner for the time being of the Servient Lot.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lot and for the benefit of the respective Dominant Lot the Transferee DOTH HEREBY COVENANT AND AGREE in the manner set out in Schedules A and C hereto so that the covenants run with the Servient Lot for the benefit of the Dominant Lot.

SCHEDULE A

1. Not to erect, raise, place, make or suffer any building or structure or any part of any building or structure of whatsoever nature on any part of the Servient Lot described in Schedule B.
2. Not to remove any trees (other than "Pests" as defined in the Biosecurity Act 1993) from that part of the Servient Lot described in Schedule B without the consent of the proprietor for the time being of the Dominant Lot unless removal of the same is reasonably necessary for the safety of the registered proprietor for the time being of the Servient Lot.

SCHEDULE B

1. That part of the Servient Lot within a radius of seventy metres of that point on DP 188120 being the most north easterly point of the intersection of boundary of the land marked "A" on DP 188120 and the Dominant Lot.

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

Annexure Schedule

Insert by reference, Lease" etc

Dated

Page

of

Pages

2. That part of the Servient Lot within twenty metres of the following two boundaries between that part of the Servient Lot generally north east of area "A" on DP 188120 and the boundary of area "A" on DP 188120 as follows:
- (i) The boundary of 68.13 metres recorded at an angle of 133 degrees 11 minutes on DP 188120.
 - (ii) The boundary of 78.24 metres recorded at an angle of 103 degrees 2 minutes on DP 188120.

SCHEDULE C

- 1. Not to erect, raise, place, make or suffer any building or structure or any part of any building or structure of whatsoever nature on any part of the Servient Lot described in Schedule D.
- 2. Not to allow any existing vegetation including trees and any vegetation and trees planted or placed now or in the future to exceed a height of two metres on any part of the Servient Lot described in Schedule D.

SCHEDULE D

- 1. That part of the Servient Lot within fifty metres of the following three boundaries between the Servient Lot and the Dominant Lot:
 - (i) The boundary of 105.01 metres recorded at an angle of 148 degrees 30 minutes 30 seconds on DP 188120.
 - (ii) The boundary of 46.76 metres recorded at an angle of 110 degrees 20 minutes on DP 188120.
 - (iii) The boundary of 89.95 metres recorded at an angle of 122 degrees 21 minutes 30 seconds on DP 188120.

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

Approved by Registrar-General of Land under No. 1995/5003
Annexure Schedule

Insert bei
"Mortgage"

"Lease" etc

Dated

Page of Pages

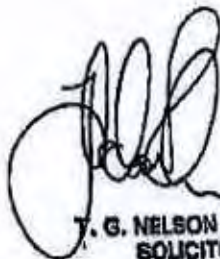
"Continuation of Attestation"

SIGNED in my presence by the
Transferee



Signature of Transferee:

Signature of Witness:



Witness name

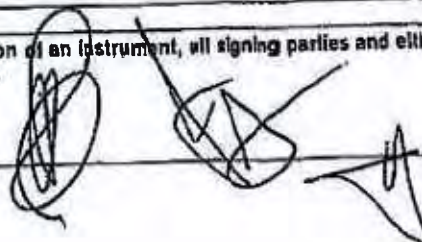
Occupation

Address

T. G. NELSON PARKER
SOLICITOR
PAPAKURA

ps/Gouldl

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



Annexure Schedule

NSFER

Dated

Page

of

Pages

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

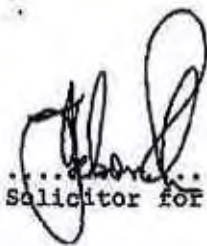
Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

To The District Land Registrar:

Please note the restrictive covenant
herein.



.....
Solicitor for the Transferee

Law Firm Acting

Auckland District Law Society
REF 4136



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH
for 2501

1.21 24.AUG99 D 423162

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



Form 3

COV 5710167.1 Covenant

Cpy - 01/01.Pgs - 005.28/08/03.11:08



Page 119254

North Auckland

Surname must be underlined.

Surname must be underlined.

The Grantor, being the registered proprietor of the servient tenement set out in Schedule A of Annexure Schedule 1 creates the covenant in favour of the Grantee in gross as set out in Schedule A of Annexure Schedule 1, with the rights and powers or provisions set out in the Annexure Schedules 2 and 3.

Dated this 18th day of July 2003

Signed in my presence by the Grantor

Signature of Grantor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name SIMON MALE

Occupation CU DIRECTOR

Address 51 THIRD VIEW AVE
ROSELAND

Signed in my presence by the Grantee

See Annexure Schedule 4

Signature of witness

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

See Annexure Schedule 4

Signature of Grantee

Witness name

Occupation

Address

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

[Solicitor for] the Grantee

ANNEXURE SCHEDULE 1

Easement Instrument

Dated

18 July 2003

Page 1 of 1 page

Schedule A



Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Covenants pursuant to s108 of the Resource Management Act 1991 in relation to landscaping and noise as more particularly described in Annexure Schedules 2 and 3		CT NA104C/529 and CT NA112A/392	In gross

Covenants provisions

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

Annexure Schedules 2 and 3

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

ANNEXURE SCHEDULE 2

Easement Instrument

Dated

18 July 2003

Page 1 of 1 page

Background

- A. The Grantor is the registered proprietor of the Servient Tenement.
- B. The Council has granted the Consent on the condition, amongst other things, that the Grantor enters into this instrument and registers it against the titles to the Servient Tenement.
- C. This instrument is entered into as a covenant under section 108(2)(d) of the Resource Management Act 1991.

Creation of Covenants

1. Interpretation

In this instrument unless the context indicates:

"Council" means the Manukau City Council and its successors as a territorial authority of the District (as defined in the Resource Management Act 1991) where the Servient Tenement is situated.

"Consent" means the land use consent P17070 granted to Brookby Quarries Limited by the Grantee to expand and operate a quarry at 146 Kimpton Road, Brookby, approved by consent by the Environment Court on 7 October 2002.

"Consent Holder" means the registered proprietor from time to time of the land to which the Consent applies.

"Operative Date" means the date of registration of this instrument at Land Information New Zealand.

2. Covenants

- 2.1 The Grantor acknowledges that the Servient Tenement is not protected by the conditions of the Consent imposed by the Council relating to noise and vibration and being condition numbers 16, 18, 20 and 21 of the Consent to the intent that all owners of the Servient Tenement from time to time BE ON NOTICE to that effect.

- 2.2 The Grantor will from the Operative Date at the Grantor's cost and sufferance and to the Council's reasonable satisfaction comply with the covenants set out in Annexure Schedule 3,

3. Powers not affected

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

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



ANNEXURE SCHEDULE 3

Easement Instrument

Dated

18 July 2003

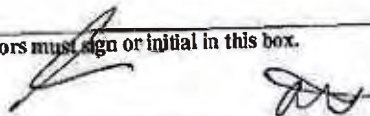
Page 1 of 1 page

4. Access

- 4.1 The Grantor will permit the Consent Holder access to CT NA104C/529 and CT NA112A/392 to enable the Consent Holder to fulfil the requirements of the Consent, such right of access to be on the terms and conditions set out in the Ninth Schedule to the Property Law Act 1952 and Schedule 4 of the Land Transfer Regulations 2002 in relation to a "right of way" provided that the Consent Holder shall endeavour to give reasonable notice of its intention to access the Servient Tenement (except in the case of an emergency).
- 4.2 The parties acknowledge that the provisions of clause 4.1 of this Easement Instrument have been inserted for the benefit of the Consent Holder and the parties further acknowledge that although the Consent Holder is not a party to this Easement Instrument, the provisions of clause 4.1 of this Easement Instrument shall be enforceable at the suit of the Consent Holder.

For the purposes of condition 14 of the Consent, the Grantor covenants that it will allow the Consent Holder to establish, provide and maintain (including any replacement planting) the landscaping and related requirements specified in condition 11 of the Consent (and in particular conditions 11(iv) to (vii)) on the Servient Tenement, to the intent that it will be a breach of this covenant if the Grantor in any way obstructs, hinders, objects to or otherwise interferes with the Consent Holder in performing those obligations with respect to the Servient Tenement which breach shall be directly enforceable against the Grantor by the Grantee.

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





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

Easement Instrument

Dated

18 July 2003


Page 4 of 4 pages

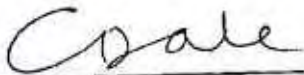
(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 4

EXECUTION BY THE GRANTEE

The common seal of The
Manukau City Council was affixed
in the presence of:


Mayor - DEPUTY - CR ANNE CANDY QSO


City Manager



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.

Encumbrance Instrument

Section 101, Land Transfer Act 1952

Land registration district

North Auckland

ENC 5710167.2 Encumb

Cpy - 01/01.Pgs - 005.28/08/03.11:08



ENC 5710167.2

Unique identifier(s) All/Part
Or C/T(s)

Area/description of part or stratum

NA 104C/529
NA 112A/392

All
All

Encumbrancer

Surname(s) must be underlined.

MacLachlan Farms Limited

Encumbrancee

Surname(s) must be underlined.

The Manukau City Council

Estate or interest to be encumbered

Insert, eg, fee simple; leasehold in lease
number, etc.

Fee simple

Encumbrance memorandum
number

Not applicable

Nature of security

State whether sum of money, annuity, or
rentcharge, and amount.

Rentcharge of \$1

Operative clause

Delete words in [], as appropriate.

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above certificates of title with the above rentcharge to be raised and paid in accordance with the terms set out in the Annexure Schedules and so as to incorporate in this encumbrance the terms and other provisions set out in the Annexure Schedules for the better securing to the Encumbrancee the payments secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Dated this 18th day of July 2003 20

ANNEXURE SCHEDULE

Encumbrance Instrument

Dated 18 July 2003 Page 1 of 4 pages

Terms

Continue on additional Annexure Schedule(s) if required.

As per the attached Annexure Schedule

Covenants and conditions

Continue on additional Annexure Schedule(s) if required.


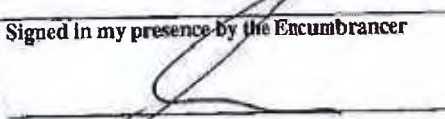
As per the attached Annexure Schedule

Modification of statutory Provisions

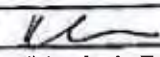
Continue on additional Annexure Schedule(s) if required.

As per the attached Annexure Schedule

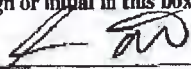
Attestation

	Signed in my presence by the Encumbrancer
	 Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed):-
	Witness name SIMON MALE Occupation CO. DIRECTOR Address 51 THIRO VIEW AVE. BEACHLANDS
Signature [common seal] of Encumbrancer	

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


Solicitor for the Encumbrancee

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



ANNEXURE SCHEDULE

Encumbrance Instrument

Dated 18 July 2003

Page 2 of 4 pages

Terms continued

1. In this instrument and its Schedules, unless the context otherwise requires:
 - (a) the following terms have the following meanings:

"Bund" means the noise attenuation bund to be constructed on the Encumbered Land pursuant to Condition 24A.

"Condition 24A" means condition 24A of the Consent.

"Consent" means land use consent P17070 granted to Brookby Quarries Limited by the Encumbrancee to expand and operate a quarry at 146 Kimpton Road, Brookby, approved by consent by the Environment Court on 7 October 2002.

"Consent Holder" means the registered proprietor from time to time of the land to which the Consent applies.

"Encumbered Land" means the land of the Encumbrancer described on the front page of this Instrument.

"Encumbrancer" includes its successors, assigns, lessees, licensees, occupiers, contractors, employees or agents.

"Schedule" refers to the several schedules attached to this instrument.
 - (b) References to clauses are references to clauses of this instrument.
 - (c) Words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.
2. The term of the instrument is 999 years commencing from the date of this instrument subject only to earlier determination in accordance with clause 8.
3. The rent charge is ONE DOLLAR (\$1.00) to be paid to the Encumbrancee by the 1st day of January in each year if demanded by that date. The first payment if so demanded is due on or before the 1st day of January next succeeding the date of this instrument **PROVIDED ALWAYS** that if during the period of 12 months immediately preceding the first day of January in each year there shall have been no breach by the Encumbrancer of any of the obligations covenants or agreements herein contained then the annual rent charge payable hereunder shall be deemed to have been paid and the Encumbrancer shall be entitled to an acknowledgement from the Encumbrancee to that effect.
4. The covenants and conditions in this instrument shall be enforceable against the owners and occupiers for the time being of the Encumbered Land and all successors in title to the Encumbered Land.
5. Insofar as compliance by the Encumbrancer with any of the covenants and conditions set out in this Instrument requires the Encumbrancee to exercise any discretion, if such exercise of discretion may amount to moneys worth provided by the Encumbrancee within the meaning of section 3(i)(a) of the Credit Contracts Act 1981 then the moneys worth so provided equates or exceeds the aggregate of the annual rent charge payable by the Encumbrancer during the term hereof.

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

ANNEXURE SCHEDULE

Encumbrance Instrument

Dated

18 July 2003 Page 3 of 4 pages

6. The Encumbrancer shall further pay to the Encumbrancee forthwith upon demand an amount equal to any output tax payable by the Encumbrancee under the Goods and Services Tax Act 1985 or any Act in amendment or substitution thereof in respect of taxable supplies made to the Encumbrancer directly or indirectly attributable to matters referred to in, or arising from, this Instrument.
7. This instrument shall be earlier determined by:
 - (a) The Encumbrancee giving one month's notice to the Encumbrancer that it wishes to surrender this instrument; or
 - (b) The cessation of all quarrying and associated activities on the land described as Lot 1 DP 93001 and Lot 1 DP 187529 comprised and described in Certificate of title NA 117C/314;and the parties will take all steps as may be necessary to register such surrender at Land Information New Zealand, or otherwise have the encumbrance removed from the title of the Encumbered Land.
8. The Encumbrancer will permit the Consent Holder access to CT NA104C/529 and CT NA112A/392 to enable the Consent Holder to fulfil the requirements of the Consent, such right of access to be on the terms and conditions set out in the Ninth Schedule to the Property Law Act 1952 and Schedule 4 of the Land Transfer Regulations 2002 in relation to a "right of way" provided that the Consent Holder shall endeavour to give reasonable notice of its intention to access the Encumbered Land (except in the case of an emergency).
9. The parties acknowledge that the provisions of clause 8 of this Encumbrance Instrument have been inserted for the benefit of the Consent Holder and the parties further acknowledge that although the Consent Holder is not a party to this Encumbrance Instrument, the provisions of clause 8 of this Encumbrance Instrument shall be enforceable at the suit of the Consent Holder.

Covenants and Conditions continued

1. The Encumbrancer has offered and the Encumbrancee has accepted as a condition of the Consent that, amongst other things, it has agreed to allow the Consent Holder to construct and maintain the Bund on the Encumbered Land for the purpose of attenuating noise that may be generated by the Consent Holder in undertaking quarrying activities, including rock crushing, under the Consent and that it has agreed to accept responsibility to meet the requirements and obligations contained in Condition 24A as if it were the Consent Holder, should the Encumbrancee elect to enforce those requirements and obligations as against the Encumbrancer under the terms of this Encumbrance. On that basis, the Encumbrancer covenants as follows:
 - (a) Undertake the construction and establishment of the Bund within 12 months from the commencement of the Consent in accordance with Condition 24A and the design plans, materials and specifications set out in that condition; and thereafter maintain the Bund in accordance with Condition 24A so as to ensure that it remains in a sound, safe and effective condition for the purposes of the Consent;
 - (b) Reimburse the Encumbrancee for any actual and reasonable costs incurred in remedying any breach of the requirements and obligations contained in Condition 24A by the Consent Holder, including failure to complete or maintain the Bund as required by that condition;
2. Throughout the term, the Encumbrancer covenants and agrees that it shall:

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

[Signature] *[Signature]*

ANNEXURE SCHEDULE

Encumbrance Instrument

Dated

18 July

Page 4 of 4 pages

- (c) Within two months of the completion of the Bund, obtain certification from a qualified acoustic engineer demonstrating that the Bund achieves attenuation of 5dBA with respect to noise produced by the crushing plant activity authorised by the Consent as measured at the boundary of the property comprised in certificates of title 110B/422 and 110B/423 (North Auckland Registry) during neutral meteorological conditions.

3. Where the Encumbrancer is the registered proprietor of a separate and definable interest in the Encumbered Land in respect of which a separate instrument of title has issued ("separate interest"), the obligations of the Encumbrancer set out in this instrument shall relate only to the Encumbrancer's separate interest and not a separate interest of any other registered proprietor in the Encumbered Land or any part of or interest in the Encumbered Land.

Modification of Statutory Provisions continued

1. Section 104 of the Property Law Act 1952 applies to this instrument but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent chargee):
- (a) The Encumbrancee shall not be entitled to any of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and
- (b) No covenants on the part of the Encumbrancer and its successors in title are implied in this instrument other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.

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

[Handwritten signatures]



View Instrument Details

Instrument No. 8860086,7
Status Registered
Date & Time Lodged 11 Oct 2011 11:40
Lodged By Campbell, Helen Margaret
Instrument Type Easement Instrument

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
537765	North Auckland
537766	North Auckland
537767	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 Encumbrancee under Encumbrance 5710167.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Simon John Oldbury Jones as Grantor Representative on 24/08/2011 10:52 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Simon John Oldbury Jones as Grantee Representative on 24/08/2011 12:00 PM

*** End of Report ***

Grantor

MacLachlan Farms Limited

Grantee

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)

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	A	537765	537766
	B, D	537767	537766

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 require; continue in additional Annexure Schedule, if required

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

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

[Annexure Schedule _____]



View Instrument Details

Instrument No. 10121252.11
Status Registered
Date & Time Lodged 05 Feb 2016 17:26
Lodged By Campbell, Helen Margaret
Instrument Type Easement Instrument

**Toitu te
Land whenua
Information**
New Zealand



Affected Computer Registers	Land District
537766	North Auckland
654297	North Auckland
704009	North Auckland
704010	North Auckland
704011	North Auckland
704012	North Auckland
704013	North Auckland
704014	North Auckland
704015	North Auckland
704016	North Auckland
NA118A/643	North Auckland
NA136C/55	North Auckland
NA22B/687	North Auckland
NA85C/68	North Auckland

Annexure Schedule: Contains 3 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 ☒

Encumbrance 5710167.2 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required ☒

Signature

Signed by Nicholas James Wilson as Grantor Representative on 05/02/2016 04:32 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 Nicholas James Wilson as Grantee Representative on 05/02/2016 04:32 PM

*** End of Report ***

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

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

Grantor

SPINNAKER BAY LIMITED

Grantee

BROOKBY QUARRIES LIMITED

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

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

Schedule A

Continue in additional Annexure

Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference) All on DP 489371	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to emit Noise and Emit or Discharge contaminants into air (including odour and dust)	A and F	704009	NA85C/68, NA136C/55, NA118A/643, 537766, NA22B/687, 654297
	B	704010	
	C, D, E, G and T	704011	
	I, J and R	704012	
	K	704013	
	L and H	704014	
	M and H	704015	
	N and H	704016	

Easement Instrument - continued

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 2

Covenant provisions

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

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

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

~~[Annexure Schedule _____]~~

ANNEXURE SCHEDULE 2**BACKGROUND**

- A. The Grantor is registered as proprietor of the estate described in the First Schedule ("Servient Land").
- B. The Grantee is registered as proprietor of the estates described in the Second Schedule ("Dominant Land").

Grant of Easement

1. The Grantor transfers and grants to the Grantee to be appurtenant to the Dominant Land until such time as the operational life and post-closure aftercare periods in relation to the Landfill and/or a Quarry operated on any part or parts of the Dominant Land have expired, an Easement for the right to emit noise and emit or discharge contaminants into air (including odour and dust) from the Dominant Land at all times, where those emissions or discharges arise from the use of the Dominant Land for the purposes of the development, operation, and post-closure aftercare of the Landfill and/or Quarry operated thereon (notwithstanding the fact that such emission or discharge may not (absent this Easement) be expressly allowed by law), on to, or over, the Servient Land.

**FIRST SCHEDULE
(Servient Land)**

Certificate of Title	Lot and Deposited Plan Number
704009	Lot 27 on DP 153884
704010	Lot 28 on DP 153884
704011	Lot 29 on DP 153884
704012	Lot 30 on DP 153884
704013	Lot 31 on DP 153884
704014	Lot 32 and 1/3 share Lot 38 on DP 153884
704015	Lot 33 and 1/3 share Lot 38 on DP 153884
704016	Lot 34 and 1/3 share Lot 38 on DP 153884

**SECOND SCHEDULE
(Dominant Land)**

Certificate of Title	Lot and Deposited Plan Number
NA85C/68	Lot 1 Deposited Plan 143997
NA136C/55	Lot 1 Deposited Plan 208126
NA118A/643	Lot 1 Deposited Plan 188120
537766	Lot 1 Deposited Plan 93001, Lot 1 Deposited Plan 187529, Lot 2 Deposited Plan 208126, Lot 2 Deposited Plan 437102
NA22B/687	Lot 1 Deposited Plan 66106
654297	Lot 2001 Deposited Plan 475227



View Instrument Details

Instrument No. 10519102.13
Status Registered
Date & Time Lodged 11 Oct 2016 16:11
Lodged By McDonald, Rachael Jane
Instrument Type Easement Instrument

Toitu te
Land *whenua*
Information
New Zealand



Affected Computer Registers Land District

537766	North Auckland
654297	North Auckland
727550	North Auckland
727551	North Auckland
727552	North Auckland
727553	North Auckland
727554	North Auckland
727555	North Auckland
727556	North Auckland
727557	North Auckland
727558	North Auckland
727559	North Auckland
727560	North Auckland
727561	North Auckland
727562	North Auckland
727563	North Auckland
727564	North Auckland
727565	North Auckland
727566	North Auckland
727567	North Auckland
727568	North Auckland
727569	North Auckland
727570	North Auckland
727571	North Auckland
727572	North Auckland
727573	North Auckland
727574	North Auckland
727575	North Auckland
NA118A/643	North Auckland
NA136C/55	North Auckland
NA22B/687	North Auckland
NA85C/68	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 ☒

Grantor Certifications


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


Encumbrance 5710167.2 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required 


Signature


Signed by Carolyn Ann Cameron as Grantor Representative on 31/10/2016 01:53 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 Carolyn Ann Cameron as Grantee Representative on 31/10/2016 01:54 PM

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

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

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

Grantor

SPINNAKER BAY LIMITED

Grantee

BROOKBY QUARRIES LIMITED

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

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

Schedule A

Continue in additional Annexure

Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference) All on DP 495622	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to emit Noise and Emit or Discharge contaminants into air (including odour and dust)	J and V K L and AU M N O D and P Q H and T I and U W X Y and AQ Z AA AB AC AD AE A and AF R and AG S, AH and AT	727550 727551 727552 727553 727554 727555 727556 727557 727558 727559 727560 727561 727562 727563 727564 727565 727566 727567 727568 727569 727570 727571	NA85C/68, NA136C/55, NA118A/643, 537766, NA22B/687, 654297

Right to emit noise and emit or discharge contaminants into air (including odour and dust)	AI, AR and AS E and AJ AK AL C	727572 727573 727574 727575 727557, 727558 and 727559 (Lot 39 DP 495622)	NA85C/68, NA136C/55, NA118A/643, 537766, NA22B/687, 654297
	F	727551, 727552, 727553, 727554, 727555 and 727556 (Lot 40 DP 495622)	
	AO	727553, 727554, 727555 and 727556 (Lot 503 DP 495622)	
	AP	727557, 727558 and 727559 (Lot 504 DP 495622)	

Easement Instrument - continued

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 2

Covenant provisions

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

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

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

~~[Annexure Schedule _____]~~

ANNEXURE SCHEDULE 2

BACKGROUND

- A. The Grantor is registered as proprietor of the estate described in Schedule A as the Servient Tenement.
- B. The Grantee is registered as proprietor of the estates described in Schedule B as the Dominant Tenement.

Grant of Easement

- 1. The Grantor transfers and grants to the Grantee to be appurtenant to the Dominant Tenement until such time as the operational life and post-closure aftercare periods in relation to the Landfill and/or a Quarry operated on any part or parts of the Dominant Tenement have expired, an Easement for the right to emit noise and emit or discharge contaminants into air (including odour and dust) from the Dominant Tenement at all times, where those emissions or discharges arise from the use of the Dominant Tenement for the purposes of the development, operation, and post-closure aftercare of the Landfill and/or Quarry operated thereon (notwithstanding the fact that such emission or discharge may not (absent this Easement) be expressly allowed by law), on to, or over, the Servient Tenement.

View Instrument Details



Instrument No 11055900.1
Status Registered
Date & Time Lodged 13 March 2018 11:43
Lodged By Cameron, Carolyn Ann
Instrument Type Easement Instrument



Affected Computer Registers	Land District
537765	North Auckland
537766	North Auckland
537767	North Auckland
654297	North Auckland
727576	North Auckland
NA118A/643	North Auckland
NA135D/507	North Auckland
NA136C/55	North Auckland
NA22B/687	North Auckland
NA85C/68	North Auckland

Annexure Schedule: Contains 8 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 ☒

Encumbrance 5710167.2 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required ☒

Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 13/03/2018 11:41 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Carolyn Ann Cameron as Grantee Representative on 13/03/2018 11:42 AM

*** End of Report ***

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

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

Grantor

BROOKBY QUARRIES LIMITED

Grantee

- 1. BROOKBY QUARRIES LIMITED**
- 2. SPINNAKER BAY LIMITED**
- 3. MACLACHLAN FARMS LIMITED**

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

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

Schedule A

Continue in additional Annexure

Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference) All on LT 522114	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to emit Noise and Emit or Discharge contaminants into air (including odour and dust)	A, B, C and D	NA22B/687	NA85C/68 NA136C/55 NA118A/643 537766 654297 727576 537765 537767 NA135D/507

Right to Plant	A	NA22B/687	NA85C/68 NA136C/55 NA118A/643 537766 654297 727576 537765 537767 NA135D/507
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Easement Instrument - continued

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 2

Covenant provisions

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

The provisions applying to the specified covenants are those set out in
[Memorandum number _____, registered under section 155A of the Land
Transfer Act 1952]
[Annexure Schedule _____]

ANNEXURE SCHEDULE 2

BACKGROUND

- A. The Grantor is registered as proprietor of the estate described in the First Schedule ("Servient Land").
- B. The Grantee is registered as proprietor of the estates described in the Second Schedule ("Dominant Land").

GRANT OF EASEMENT

1. Definitions and interpretation

- 1.1 Definitions: Unless the context otherwise requires, in this Instrument the following words shall have the meanings set out beside them:

"Access Notice"	a written notice issued by or on behalf of the relevant Grantee for the purposes of exercising a right specified in this Instrument or for performing a positive covenant or other obligation under this Instrument and: <ul style="list-style-type: none">(a) specifying the purpose or purposes for which access is required and the nature of activities intended to be undertaken;(b) specifying the relevant right intended to be exercised, or the relevant obligation intended to be performed;(c) specifying the type and nature of materials and equipment required for the relevant purposes and the relevant activities intended to be undertaken;(d) specifying the days and times and the period or periods of time during which it is intended that the relevant activities be undertaken;(e) specifying the name and other personal details as are reasonably necessary to identify the persons who it is proposed will be undertaking the relevant activities.
"Council"	the local territorial authority having jurisdiction over the Servient Tenement.
"Discharge Easement"	the rights recorded by this Instrument in relation to the Right to emit Noise and Emit or Discharge contaminants into air (including odour and dust) in respect of the Servient Tenement;

"Dominant Tenement"	in relation to any easement, means the land described as such in Schedule A and being the land to which the relevant easement is appurtenant.
"Easement"	an easement recorded in this Instrument.
"Grantee"	in relation to each Easement, means the relevant proprietor for the time being of the Dominant Tenement to which the relevant Easement is appurtenant and, if the context requires, includes agents, employees, contractors, tenants, licensees and other invitees of the Grantee.
"Grantor"	in relation to each Easement, means the relevant proprietor for the time being of the Servient Tenement to which the relevant easement is subject and, if the context requires, includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.
"Instrument"	this easement instrument as it may be varied from time to time.
"Landfill and/or Quarry"	means the landfill and quarry operation conducted or intended to be conducted on the Dominant Tenement and includes mineral extraction as defined in the Auckland Unitary Plan, any ancillary uses thereto and industrial uses;
"Regulations"	Schedule 4 to the Land Transfer Regulations 2002.
"Planting Area"	those parts of the Servient Tenant described in Schedule A as being subject to a Right to Plant Easement.
"Planting Easement"	the rights recorded by this Instrument in relation to the Planting Area.
"Servient Tenement"	in relation to each Easement, means the land described as such in Schedule A and being the land subject to the relevant Easement.

1.2 Interpretation: Unless the context otherwise requires, the following provisions are applicable to the construction and interpretation of this Instrument:

(a) General:

- (i) Words denoting the singular shall include the plural and vice versa;
- (ii) One gender shall include the other gender;

- (iii) References to sections, clauses and schedules are references to sections, clauses and schedules in this Instrument;
 - (iv) A reference to this Instrument includes all modifications and amendments to this Instrument from time to time;
 - (v) References to enactments, statutes, statutory requirements and regulatory controls include regulations made under any applicable statutes, notices under applicable statutes and regulations having an effect in law, and any amendments to such statutes and regulations and shall be deemed to include and also refer to any statutes and regulations (and any amendments to statutes and regulations) passed in substitution.
- (b) Obligations:
- (i) A covenant specified in this Instrument whereby:
 - (i) a party undertakes to do something, includes an obligation to ensure that the relevant obligation is properly performed by a suitably qualified, competent and responsible person with the requisite skills, qualifications and experience necessary and appropriate in the circumstances and not to suffer, permit or cause a breach of that obligation to occur; and
 - (ii) A party undertakes not to do something, includes an obligation not to authorise, permit or suffer a breach of that obligation, and to take all reasonable steps to prevent, restrain and, if necessary, remedy the consequences of a breach of that obligation.

2. GENERAL PROVISIONS

- 2.1 No power is implied in this Instrument to determine any Easement for breach of any provisions in this Instrument, it being the intention that all Easements shall subsist unless they are surrendered but without derogating from any other right or remedy available in the event of any breach.
- 2.2 The provisions of this Instrument, including rights, powers, terms, conditions, covenants and restrictions specified in this Instrument are in addition to those implied by statute including the Property Law Act 2007 and the Regulations. In the case of inconsistency:
- (a) The terms set out in this Instrument shall prevail over the terms contained in the Regulations and the Property Law Act 2007; and
 - (b) The terms contained in the Property Law Act 2007 shall prevail over the terms contained in the Regulations.
- 2.3 Unless otherwise specified, the easement rights and the obligations specified in this Instrument include all rights and powers reasonably required in the circumstances for the reasonable and proper exercise and enjoyment of the relevant right or obligation.
- 2.4 Where any work (including any building work) is undertaken pursuant to a right or obligation contained in this Instrument:

- 2.5 The relevant Grantee or Grantor intending to carry out such work must first serve on the other party an Access Notice;
- 2.6 All such work shall be carried out with all reasonable speed and in such a manner as to minimise disturbance, inconvenience or disruption to the other party. The person undertaking the relevant work, or on whose behalf the relevant work is undertaken, must leave the relevant area clean and tidy, to the extent reasonably possible, restored to its former state and condition and with all equipment, excess materials, debris and rubbish removed; and
- 2.7 If damage is caused by any person entering onto or undertaking any inspections testing or works, that person shall be liable for all costs and expenses incurred in remedying the relevant damage and in compensating the person who has suffered such damage.
- 2.8 Any covenant or obligation on the part of two or more parties shall bind those persons jointly and severally.

3. DISCHARGE EASEMENT

- 3.1 The Grantor grants to the Grantee to be appurtenant to the Dominant Land until such time as the operational life and post-closure aftercare periods in relation to the Landfill and/or a Quarry operated on any part or parts of the Dominant Land have expired, the right to emit noise and emit or discharge contaminants into air (including odour and dust) from the Dominant Land at all times, where those emissions or discharges arise from the use of the Dominant Land for the purposes of the development, operation, and post-closure aftercare of the Landfill and/or Quarry operated thereon (notwithstanding the fact that such emission or discharge may not (absent this Easement) be expressly allowed by law), on to, or over, the Servient Land.
- 3.2 The provisions contained in clauses 13-14 of the Regulations are otherwise implied into this Discharge Easement.

4. PLANTING EASEMENT

- 4.1 The Grantor grants to the Grantee to be appurtenant to the Dominant Land the right to plant within the Planting Area and thereafter maintain plants, trees and such other vegetation as the Grantee may from time to time elect together with the right:
 - (a) To enter upon the Servient Land, with or without vehicles, tools and machinery via such route and at such times as the Grantee may reasonably require for the purpose of exercising its rights pursuant to the Planting Easement;
 - (b) to erect and maintain fencing in a stock-proof condition around the boundary of the Planting Area so as to prevent entry to the Planting Area by grazing animals.
- 4.2 The Grantee shall not (without the prior consent of Grantor and then only in strict compliance with any conditions imposed by the Grantor) damage, cut down or allow the damaging of any of the natural landscape, trees or areas of bush within the Planting Area unless they are considered by Council or the Grantor (acting reasonably) to be pest species; and

- 4.3 The Grantee shall, if so required by the Grantor:
- (a) enter into and register against the Servient Land a further covenant in favour of Council for the purpose of the protection and maintenance of the plants trees and other vegetation planted pursuant to this Planting Easement, such covenant to be on such terms as Council may reasonably require; and
 - (b) so such things as the Grantee reasonably requests to grant or transfer to the Grantee any credit or benefit associated with the planting completed by it pursuant to this Planting Easement.
- 4.4 The provisions contained in clauses 12-14 of the Regulations are otherwise implied into this Planting Easement.

D423162.5 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 ACCENT MANAGEMENT LIMITED

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 4th day of December 1998 under No. 188120 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. 188120

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 2 DP 188120	"A"	Lot 1 DP 188120	118A/644 118A/643
Power	Lot 2 DP 188120	"A"	Lot 1 DP 188120	118A/644 118A/643
Telecom	Lot 2 DP 188120	"A"	Lot 1 DP 188120	118A/644 118A/643

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 sheet.

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'B' shape with a vertical line extending upwards from the top right.

NOTICE OF PRODUCTION OF INSTRUMENTS

LTO 107

The District Land Registrar

Private Bag

Auckland

Messrs

(Firm intending to register)

For office use only

Date

Number

The following are produced
List of Instruments Produced by Number or C.T. Reference

Certificate of Title 118A/643 (North Auckland Registry)

To enable registration of:

5

13.AUG99

940582

1. An easement certificate from _____ to _____
2. A _____ from _____ to _____
3. A _____ from _____ to _____
4. A _____ from _____ to _____

After Registration Instruments Listed Above To Be Returned To:

Rudd Watts & Stone, Solicitors, P O Box 3798, Auckland

Attention: Craig Alexander

(Re: UDC @ Ariel Enterprises Ltd)

Received Above Instruments

For D.L.R. / /

062543-1-ANCO 0-21

This copy to be given to firm intending to register. Registration authorised
above will not be accepted without production of this notice

1. DEFINITIONS AND INTERPRETATIONS

1.1 The rights and powers set out herein and the terms, conditions, covenants or restrictions in respect of the easements are in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952 and in the case of any conflict those set out herein shall be in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1.2 In this certificate where the context admits:

"Certificate" means this easement certificate including the rights, conditions and powers as may be varied from time to time;

"Easement" means any easement referred to in the Schedule under the heading "Nature of Easement";

"Dominant Tenement" means the land described in the Schedule to which the relevant Easement is appurtenant;

"Servient Tenement" means the land described in the Schedule which is subject to the relevant Easement;

"Grantee" means the registered proprietor for the time being of the Dominant Tenement to which the relevant Easement is appurtenant;

"Authorised Persons" means the agents, servants, workmen, tenants, licensee's and invitees of the Grantor or the Grantee and all other persons authorised or invited by the Grantor or the Grantee to enjoy the benefit of the relevant Easement;

"Grantor" means the registered proprietor for the time being of the Servient Tenement which is subject to the relevant Easement;

"Working Day" means any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign's Birthday, Waitangi Day and the Provincial Anniversary Day as observed in the place where the land described in the Schedule is situated; and
- (b) A day in the period commencing with the 24th day of December in any year and ending with the 5th day of January in the following year.

A working day shall be deemed to commence at 9am and to terminate at 5pm.

1.3 In the interpretation of this Certificate, unless the context otherwise requires:

- (a) References to a statute includes all statutes amending, consolidating or replacing the statute referred to and any regulations, order, notice or by-law made under or pursuant to the statute;
- (b) Words importing one gender includes the other genders;
- (c) Words in the singular include the plural and vice versa;

- (d) Headings have been inserted for the sake of convenience only and shall not affect the construction of this Certificate.

2. GENERAL PROVISIONS RELATING TO ALL EASEMENTS RECORDED IN THIS CERTIFICATE

2.1 The following provisions are applicable to each Easement recorded in this Certificate:

- (a) Each grant shall be for all time from the date the Easement is deemed to be created pursuant to section 90A(6) of the Land Transfer Act 1952;
- (b) No power is implied in respect of any Easement for the Grantor to determine the Easement for breach of any provision in this Certificate whether expressed or implied, or for any other cause it being the intention of the parties that each Easement shall subsist for all time unless it is surrendered;
- (c) Any notice required to be given or served under this Certificate shall be in writing and shall be deemed to have been given or served if despatched in accordance with the provisions of section 152 of the Property Law Act 1952;
- (d) If any party ("**Defaulting Party**") neglects or refuses to perform or join in, carry out or pay for any work with any other party ("**Other Party**") in performing any obligation under this Certificate or in carrying out or paying for any work required in respect of an Easement then, subject always to the ability to carry out work without notice in the case of an emergency, the following provisions shall apply;
 - (i) The Other Party may serve upon the Defaulting Party a written notice ("**Default Notice**") requiring the Defaulting Party to perform or to join in performing such obligations or to carry out or pay for such work and stating that, after the expiration of five Working Days from the date of service of the Default Notice, the Other Party may perform such obligations or carry out or pay for the work;
 - (ii) If on the expiration of the five Working Days the Defaulting Party still neglects or refuses to perform or join in performing the obligation, or carry out, join in, or pay for the work, the Other Party may:
 - (aa) perform such obligations;
 - (bb) perform and pay for the work; and
 - (cc) for that purpose enter onto and remain on the Servient Tenement at all reasonable times to carry out the work provided that the Other Party shall take all reasonable steps to minimise any inconvenience to the Defaulting Party occasioned by the work;
 - (iii) The Defaulting Party shall forthwith be liable to pay to the Other Party the costs of the Default Notice and the Defaulting Party's share of the costs incurred in performing such obligations or carrying out or paying for the work and any other costs reasonably incurred by the Other Party as a result of the default by the Defaulting Party;

- (iv) If the Defaulting Party fails to pay the amount referred to in clause 2.1(d)(iii) the amount payable may be recovered by the Other Party from the Defaulting Party as a liquidated debt;
- (e) Where the need to maintain or repair arises wholly from any wilful or negligent act of the Grantor, the Grantee or the Authorised Persons then the Grantor or the Grantee causing the damage or, where the damage is caused by the Authorised Persons the Grantor or Grantee of such Authorised Persons shall bear the whole cost of such maintenance or repair;
- (f) Where any work is carried out due to an emergency ("**Emergency Work**") then, unless the emergency arises from a wilful or negligent act as provided in clause 2.1(e) the cost of carrying out and paying for the Emergency Work shall be paid by the party enjoying the benefit of the Easement and if more than one equally;
- (g) If the Defaulting Party fails to pay that party's share of the cost of any Emergency Work the amount payable may be recovered by the Other Party as a liquidated debt;
- (h) To enable the Grantee to comply with any obligation to maintain or repair imposed upon the Grantee under this Certificate the Grantee may:
 - (i) Enter upon the Servient Tenement and such other areas surrounding as may be necessary or convenient together with contractors workmen, agents, and other persons and with all necessary machinery, plant or equipment; and
 - (ii) Remain on the Servient Tenement and such other areas surrounding as may be necessary or convenient for such time as is reasonable for the purpose of performing any necessary maintenance or repairs.
- (i) In exercising any rights under clause 2.1(h) the Grantee shall:
 - (i) Cause as little damage, disturbance, inconvenience and interruption to the Servient Tenement and to the use of the Servient Tenement as is reasonably possibly; and
 - (ii) On completion of the work, repair and restore the surface and sub-surface construction of the Servient Tenement as nearly as possible to its former condition.
- (j) The Grantor shall not place any building, erection, fence, tree or shrub in or upon the Servient Tenement and shall not at any time hereafter do or permit or suffer any act whereby the rights of the Grantee recorded in this Certificate may in any way be affected.

3. RIGHT OF WAY

3.1 The following provisions shall apply to each Easement described in the Schedule as Right of Way ("**Right of Way**"):

- (a) the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee and other Authorised Persons (in common with the Grantor and other Authorised Persons) from time to time and all times by day and by night to go

- (ii) a period of 25 Working Days (or such longer period as the representatives may have agreed is appropriate for the dispute resolution process agreed

pass and repass on foot with or without domestic animals of any kind and other vehicles laden and unladen, machinery and implements of any kind over and along the Servient Tenement for all purposes connected with the use and enjoyment of the Dominant Tenement;

- (b) The Grantor and the Grantee shall be responsible for maintaining the Right of Way in good order, repair and condition in the proportions in which the Grantor and Grantee physically use the Right of Way.

4. RIGHT TO CONVEY POWER

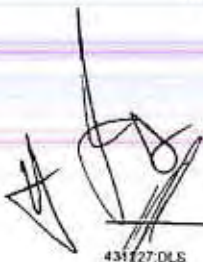
- 4.1 The following provisions shall apply to each Easement described in the Schedule as "Power" ("Power"):

- (a) The unrestricted right for the Grantee and other Authorised Persons (in common with the Grantor and other Authorised Persons) to lay, maintain, inspect, repair, alter, renew and replace wires, cables or other conductors of Power and to pass and transmit electrical current through such wires, cables or other conductors of Power and any pipes or other covering enclosing the same in an unimpeded manner (except when the supply of Power is interrupted for any reasonable period necessary for renewing and/or repairing) through, on or under the surface of, the Servient Tenement;
- (b) The wires, cables, conductors or pipes shall not be laid on the surface of the Servient Tenement or be supported by poles erected on that land unless in the opinion of the power supply authority, it is impractical for such wires, cables, or other method of electric power reticulation to be buried beneath the surface of the Servient Tenement;
- (c) The Grantee shall be responsible for the installation, repair and maintenance of the Power supply so as to keep the same in good order repair and condition and shall prevent the same becoming a nuisance.

5. RIGHT TO CONVEY TELEPHONIC COMMUNICATIONS

- 5.1 The following provisions shall apply to each Easement described in the Schedule as "Telecom" ("Telecom"):

- (a) The unrestricted right for the Grantee (in common with the Grantor and other Authorised Persons) to take Telecom cables, lines or any other method or device of telephonic communication reticulation in an uninterrupted manner (excepted when interrupted for any necessary renewing or repairing) through, on, over or under the surface of, the Servient Tenement;
- (b) The cables, lines or other method or device of telephonic communication reticulation shall not be layed upon the surface of the Servient Tenement or be supported by poles erected on that land unless, in the opinion of the supply authority, it is impractical for such cables, lines or other method or device of telephonic communication reticulation to be buried beneath the surface of the Servient Tenement;



431127:DLS

- (c) The Grantee shall be responsible for the installation, repair and maintenance of the Telecom communication reticulation so as to keep the same in good repair and condition and shall prevent the same becoming a nuisance.

6. DISPUTE NOTICES

- 6.1 If any dispute or difference arises between the Servient Tenement and the Dominant Tenement, or if any matter or issue arises which either the Servient Tenement and the Dominant Tenement wishes to have resolved or remedied either party may serve a Dispute Notice on the other.

7. DISPUTE RESOLUTION PROCEDURES

- 7.1 If a Dispute Notice is served, the following procedures shall apply:

- (a) The recipient of the Dispute Notice shall within 2 Working Days of receipt of that Dispute Notice give written notice to the issuer of the Dispute Notice of the person having authority to negotiate and settle the matter or issue specified in the Dispute Notice.
- (b) The respective representatives designated by the Servient Tenement and the Dominant Tenement ("the representatives") shall, following whatever investigations each deems appropriate, seek to resolve the dispute within 5 Working Days of the date the notice referred to in subclause 2.8 is received by the issuer of the Dispute Notice.
- (c) if the dispute is not resolved within 5 Working Days (or such longer period as the representatives may in writing agree is appropriate), the representatives shall seek to agree on a process for resolving the dispute through means other than litigation or arbitration such as further negotiations, mediation, conciliation or determination by an independent expert (including a person appointed for that purpose by the president for the time being of the District Law Society of the district where the Property is located).
- (d) If appropriate the representatives may also agree on:
 - (i) the procedures and timetable for any exchange of documents and other information relating to the dispute;
 - (ii) procedural rules and a timetable for the conduct of the selected mode of proceeding;
 - (iii) a procedure for selection and compensation of any neutral person who may be employed by the parties to assist in resolution of the dispute; and
 - (iv) whether the party should seek the assistance of a dispute resolution organisation.
- (e) Either the recipient or the issuer of the Dispute Notice may, so long as -
 - (i) that party has acted in good faith in attempting to resolve the dispute in accordance with the foregoing procedures;

- (ii) a period of 25 Working Days (or such longer period as the representatives may have agreed is appropriate for the dispute resolution process agreed between them) has elapsed since service of the Dispute Notice; and
- (iii) written notice terminating the dispute resolution process has been served on the other party;

exercise the rights reserved by this lease (including reference of the matter or issue in dispute to arbitration or commencement of Court proceedings in relation to the matter or issue in dispute, as may be appropriate.

8. ARBITRATION

- 8.1 All disputes and differences between the parties shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or 2 arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1996 or any then statutory provisions relating to arbitration **excepting that no matter may be referred to arbitration unless the parties have first attempted to resolve the dispute or difference in issue between them in accordance with the procedures specified in clause 7.1.**

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

Dated this 13th day of August 1999

Signed by the above-named
Accent Management Ltd

in the presence of

Witness P. A. J. J. J.

Occupation Office Manager

Address Drury

Christopher J. J. J.
Director

MAK A. TATLOR
- DIRECTOR -

EASEMENT CERTIFICATE

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

*Correct for the purposes of the
Land Transfer Act*



Solicitor for the registered proprietor

1.21 24.AUG99 D 423162
PARTICULARS ENTERED IN REGISTEE
LAND REGISTRY NORTH
for REGISTRATION



1.21 24.AUG99 D 423162



TD61 281.6 Cov

POSITIVE COVENANT for not registering against Land Transfer Register pursuant to section 126A
Property Law Act 1952.

IN THE MATTER of the Property Law Act 1952

AND

IN THE MATTER of land registered under the
Land Transfer Act 1952

THIS DEED is made the 2nd day of July 2001.

PARTIES

1. **STEPHEN FRANKLIN GOULD** of Auckland (together with his successors in title called "the Covenantor")
2. **BROOKBY QUARRIES LIMITED** at Auckland (together with its successors in title called "the Covenantee")

INTRODUCTION

- A. The Covenantor is the registered proprietor of the land described in the First Schedule ("the Property")
- B. The Covenantee is the registered proprietor of the land described in the Second Schedule ("the Quarry Land")
- C. The Covenantee carries out and will carry out various quarrying activities on the quarry land which result in or are likely to result in noise, earth movement, dust, effects of explosion and the usual incidents of quarrying which may have consequences beyond the boundaries of the Quarry land.

MS
D

NOW THEREFORE the Covenantee for himself his successors in title and assigns **DO HEREBY COVENANT AND AGREE** with the Covenantor, its successors in title, assigns and the operators of the Quarry land as a positive covenant for the benefit of the proprietors and operators from time to time of the Quarry land and any part thereof that they will henceforth and at all times hereafter observe the stipulations and restrictions contained in the Third Schedule **TO THE END AND INTENT** that such stipulations and restrictions shall forever enure for the benefit of the Quarry land and its operators **PROVIDE ALWAYS** that any party shall as regards the said covenants be liable only in respect of breach thereof which shall occur while that party shall be registered proprietor of the Property any part thereof.

FIRST SCHEDULE (THE PROPERTY)

26.4156 hectares more or less being Lot 1 on Deposited Plan 208126 and being the land comprised and described in Certificate of Title Volume 136C Folio 55 North Auckland Registry.

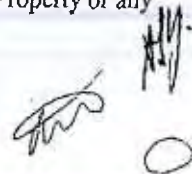
SECOND SCHEDULE (THE QUARRY LAND)

FIRSTLY 27.9037 hectares more or less being Lot 2 Deposited Plan 208126 and being the land comprised and described in Certificate of Title Volume 136C Folio 56 North Auckland Registry.

SECONDLY 35.7041 hectares more or less being Lot 1 Deposited Plan 93001 and Lot 1 Deposited Plan 187529 being the land comprised and described in Certificate of Title Volume 117C Folio 314 North Auckland Registry.

THIRD SCHEDULE (THE COVENANTS)

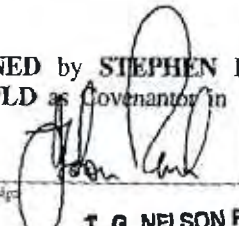
1. The Covenantor is, and shall ensure that all coming to have an interest in the Property or any part thereof, are aware of:



- a. The proximity of a working quarry located upon the Quarry land; and
 - b. The usual incidents of quarrying including (but without limitation) noise, vibrations, earth movement, transport of materials, dust and affects of explosion ("Quarrying") which may have consequences beyond the boundaries of the Quarry land.
2. That the Covenantor shall not make or bring any claim, writ, demand for damages, costs, expenses or allege any liability whatever on the part of the Covenantor or its quarry operators, arising out of or caused or contributed to by the fact that the Quarry land is or will be used by the Covenantor or its quarry operators for quarrying.
 3. That the Covenantor shall pay its solicitor's legal costs and disbursements directly or indirectly attributable to the preparation and execution of this Deed and shall pay the Covenantors solicitor's legal costs and disbursements directly or indirectly attributable to the perusal, execution and registration of this Deed.
 4. The Covenantors shall pay the Covenantor's solicitors, legal costs and disbursements directly or indirectly attributable to the enforcement of this Deed and its covenants.

IN WITNESS WHEREOF

SIGNED by STEPHEN FRANKLIN GOULD as Covenantor in the presence of:

Witness sign: 
 Print name: T. G. NELSON PAPER
 Occupation: SOLICITOR
 Address: PAPA KUR

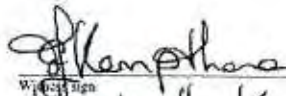

 S F Gould



Positive Covenant

SIGNED by BROOKE
QUARRIES LIMITED
Covenantee in the presence of:

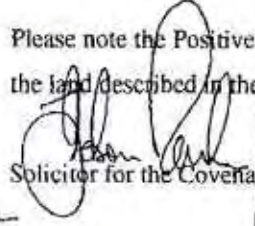

(Director)

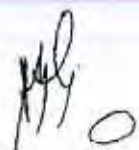

Witness sign
Elizabeth Kempthorne
Company Director
Beachlands
Address

(Authorised Person / Director)

TO: The District Land Registrar
North Auckland

Please note the Positive Covenant contained within this Deed against the fee simple titles to
the land described in the First and Second Schedules.


Solicitor for the Covenantor



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INZ COPY



11.23 05 JUL 01 D 619281/b

PARTICULARS ENTERED IN
LAND REGISTRY NORTH
for REGISTRAR-GENERAL OF
136455



D 320415.12.
COV.

POSITIVE COVENANT for noting against Land Transfer Register pursuant to section 126A
Property Law Act 1952.

IN THE MATTER of the Property Law Act 1952

AND

IN THE MATTER of land registered under the Land
Transfer Act 1952

THIS DEED is made the 24th day of July 1998.

PARTIES

1. **ACCENT MANAGEMENT LIMITED** at Auckland (together with its successors in title called "the Covenantors")
2. **BROOKBY QUARRIES LIMITED** at Auckland (together with its successors in title called "the Covenantee")

INTRODUCTION

- A. The Covenantors are the registered proprietors of the land described in the First Schedule ("the Property").
- B. The Covenantee is the registered proprietor of the land described in the Second Schedule ("the Quarry Land").
- C. The Covenantee carries out and will carry out various quarrying activities on the quarry land which result in or are likely to result in noise, earth movement, dust, effects of explosion and the usual incidences of quarrying which may have consequences beyond the boundaries of the Quarry land.

NOW THEREFORE the Covenantors for themselves their successors in title and assigns **DO**
HEREBY COVENANT AND AGREE with the Covenantee, its successors in title, assigns and



the operators of the Quarry land as a positive covenant for the benefit of the proprietors and operators from time to time of the Quarry land and any part thereof that they will henceforth and at all times hereafter observe the stipulations and restrictions contained in the Third Schedule **TO THE END AND INTENT** that such stipulations and restrictions shall forever enure for the benefit of the Quarry land and its operators **PROVIDED ALWAYS** that any party shall as regards the said covenants be liable only in respect of breaches thereof which shall occur while that party shall be registered proprietor of the Property or any part thereof.

FIRST SCHEDULE (THE PROPERTY)

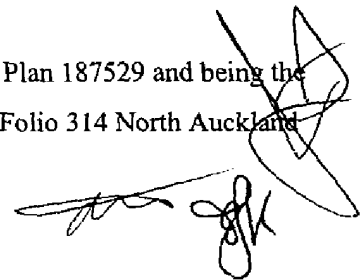
FIRSTLY 11.9555 hectares more or less being Lot 1 on Deposited Plan 188120 and being the land comprised and described in Certificate of Title Volume 118D Folio 643 North Auckland Registry.

SECONDLY 54.3260 hectares more or less being Lot 2 on Deposited Plan 188120 and being the land comprised and described in Certificate of Title Volume 118D Folio 644 North Auckland Registry.

SECOND SCHEDULE (THE QUARRY LAND)

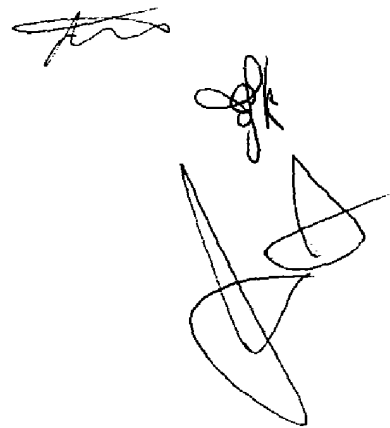
FIRSTLY 19.5000 hectares more or less being Lot 1 Deposited Plan 93001 and being the land comprised and described in Certificate of Title Volume 49B Folio 1367 North Auckland Registry.

SECONDLY 16.2041 hectares more or less being Lot 1 Deposited Plan 187529 and being the land comprised and described in Certificate of Title Volume 117C Folio 314 North Auckland Registry.

A handwritten signature in black ink, appearing to be 'JH' or similar, is written over the bottom right portion of the text in the Second Schedule.

THIRD SCHEDULE (THE COVENANTS)

1. The Covenantors are, and shall ensure that all coming to have an interest in the Property or any part thereof, are aware of:-
 - (a) the proximity of a working quarry and other land to be developed and used as a working quarry located upon the Quarry land, and;
 - (b) the usual incidences of quarrying including (but without limitation) noise, vibrations, earth movement, transport of materials, dust and affects of explosion ("Quarrying") which may have consequences beyond the boundaries of the Quarry land.
2. That the Covenantors shall not make or bring any claim, writ, demand for damages, costs, expenses or allege any liability whatever on the part of the Covenantee or its quarry operators, arising out of or caused or contributed to by the fact that the Quarry land is or will be used by the Covenantee or its quarry operators for quarrying.
3. That the Covenantee shall pay its solicitor's legal costs and disbursements directly or indirectly attributable to the preparation and execution of this Deed and shall pay the Covenantors solicitor's legal costs and disbursements directly or indirectly attributable to the perusal, execution and registration of this Deed.
4. The Covenantor's shall pay the Covenantee's solicitors, legal costs and disbursements directly or indirectly attributable to the enforcement of this Deed and its covenants.

The block contains several handwritten signatures and initials. At the top left is a signature that appears to be 'J. S.'. Below it and to the right are two sets of initials, possibly 'J. S.' and 'J. S.'. At the bottom right is a large, stylized signature that looks like 'J. S.' with a large loop.


IN WITNESS WHEREOF this Deed has been executed the day and year first herein before written.

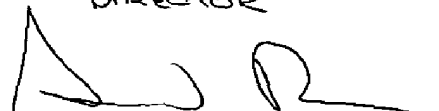
EXECUTED by the Covenantors)

ACCENT MANAGEMENT)

LIMITED in the presence of:-)

P. A. Cox
P. A. COX
Office Manager
Drury.




Christopher Verissimo
DIRECTOR


Andrew Brown
AUTHORISED SIGNATORY

EXECUTED by the Covenantee)


BROOKBY QUARRIES)

LIMITED in the presence of:-)

 A. Whakawhew R. M. F. O. K.

Elizabeth Kempthorne
Director

TO: The District Land Registrar
Auckland

Please note the Positive Covenant contained within this Deed against the fee simple title to the land described in the First Schedule.


Solicitor for the Covenantor

brookby.covenant.agmt

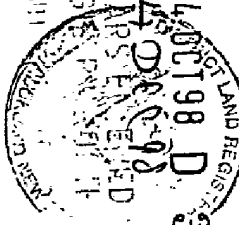
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PRODUCED
ENTERED

1.55 14 OCT 198 D 320415

990 406698
PARTICULARS ENTERED
LAND REGISTRATION
ASCT LAND



[Handwritten signature]

View Instrument Details



Instrument No 10519102.11
Status Registered
Date & Time Lodged 11 October 2016 16:11
Lodged By McDonald, Rachael Jane
Instrument Type Easement Instrument



Affected Computer Registers	Land District
654297	North Auckland
727569	North Auckland
727570	North Auckland
727571	North Auckland
727576	North Auckland

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

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

Signature

Signed by Nicholas James Wilson as Grantor Representative on 05/10/2016 06:13 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 Nicholas James Wilson as Grantee Representative on 05/10/2016 06:13 PM

*** End of Report ***

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

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

Grantor

SPINNAKER BAY LIMITED

Grantee

BROOKBY QUARRIES LIMITED

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference) All on DP 495622	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way, Right to Convey Electricity, Gas, Water, Telecommunications and Computer Media	A	727569	654297
Right of Way	B	727576 (Lot 502 DP 495622)	654297
Right of Way, Right to Convey Electricity, Gas, Water, Telecommunications and Computer Media	R	727570	654297
Right of Way, Right to Convey Electricity, Gas, Water, Telecommunications and Computer Media	S	727571	654297

Easement instrument - continued

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 2

Covenant provisions

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

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

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

[Annexure Schedule]

Annexure Schedule

Page of Pages

Continue in additional Annexure Schedule, if required

1. RIGHT OF WAY AND SERVICE EASEMENTS

1.1 The right of way, right to convey electricity, gas, water, telecommunications and computer media easements are granted on the terms implied into those classes of easement by the Land Transfer Regulations 2002 and the Property Law Act 2007 provided that:

- (a) all easement facilities shall be laid under the surface of the ground.
- (b) the Grantor shall carry out all necessary maintenance and repair of the easement facilities within the stipulated areas so as to keep them in good clean order, repair and working order at all times and prevent them from becoming a danger or nuisance..