



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier 143112
Land Registration District North Auckland
Date Issued 15 June 2004

Prior References
NA103D/493

Estate Fee Simple
Area 3.6224 hectares more or less
Legal Description Lot 2 Deposited Plan 334953
Registered Owners
Neil Construction Limited

Interests
6043182.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.6.2004 at 9:00 am
Land Covenant in Transfer 6085470.1 - 20.7.2004 at 9:00 am



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **NA66D/174**
Land Registration District **North Auckland**
Date Issued 05 August 1987

Prior References
NA55D/1226

Estate Fee Simple
Area 2.6085 hectares more or less
Legal Description Lot 1 Deposited Plan 117365
Registered Owners
Neil Construction Limited

Interests
Subject to Section 59 Land Act 1948
Subject to Section 8 Coal Mines Amendment Act 1950

W. 1403A

CENTIMETERS

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

U.S. THERMOC.

Wm. Lawrence, SURVEYOR GENERAL, DEPARTMENT OF LANDS AND SURVEY, WELLINGTON NEW ZEALAND

Made by Hargrave Wellington New Zealand

CONO 6043182.3 Consen

Cpy - 01/01, Pgs - 002, 15/06/04, 11:51



DocID: 311462427

IN THE MATTER of a Plan lodged for
Deposit under Number
334953

Pursuant to Section 221 of the Resource Management Act 1991 the **WAITAKERE CITY COUNCIL HEREBY GIVES NOTICE** that its subdivision consent given in respect of Land Transfer Plan 334953 is conditional inter alia upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Second and Third Schedules hereto with the condition/s set forth in the First Schedule hereto.

FIRST SCHEDULE

The owner shall not:

1. Place, erect, construct or permit to remain on any part of the land described in the Second Schedule hereto any residential building.
2. Place, erect, construct or permit to remain on any part of the land described in the Third Schedule hereto any residential building without first providing to the Waitakere City Council an acoustic engineer's report showing that the District Plan noise controls and/or any approved New Zealand noise control standard adopted by the Waitakere City Council will be met at any point of measurement within the proposed residential building and that such residential building is constructed in accordance with such report to the satisfaction of the Waitakere City Council.

SECOND SCHEDULE

An estate in fee simple in all those parcels of land situated in the North Auckland Registry described as follows:

Area	Lot	D.P.	C.T.
1.3607 ha	1	334953	143111


THIRD SCHEDULE

An estate in fee simple in all those parcels of land situated in the North Auckland Registry described as follows:

Area	Lot	D.P.	C.T.
3.6244 ha	2	334953	143112

DATED this 19th day of May 2004

SIGNED for and on behalf of
the WAITAKERE CITY COUNCIL


Resource Planner (Subdivisions)

WCC Ref: SPW 21972

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

Transfer instrument
Section 90, Land Transfer Act 1952



T 6085470.1 Transfer
Cpy - 01/04, Pgs - 006, 20/07/04, 07:57

DocID: 311516878

Land registration district

NORTH AUCKLAND

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

143112

All

Transferor

Surname(s) must be underlined or in CAPITALS.

TELECOM NEW ZEALAND LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

Paul Christopher MATTHEWS, Kevin Richard WALKER and David John Warwick NICOLL
(as to a one half share) (continued on attestation page 1 of 2)

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

Fee simple subject to a land covenants

Operative clause

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

Dated this 23rd day of June 2004

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

See Annexure Schedule Pages 2, 3 and 4	Signed in my presence by the Transferor
	_____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Transferor	

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

[Solicitor for] the Transferee

Annexure Schedule

Insert type of instrument

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



Transfer

Dated

23 June 2004

Page

1

of

4

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation

and Wendy Fay MATTHEWS, Kevin Richard WALKER and David John Warwick NICOLL (as to a one half share)

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

The Transferee as purchaser of the land hereby transferred ("the servient land") **ACKNOWLEDGES AND AGREES** with the Transferor that the Transferor shall have the right to carry on its business of a network operator (as that term is defined in the Telecommunications Act 2001) on the land contained in Certificate of Title 143111 (North Auckland Registry) ("the dominant land") by operating a telecommunications network site using any buildings and equipment already erected and installed on the dominant land or which the Transferor may hereafter erect or install on that land and in the course of the carrying on of such business and operating its equipment on the dominant land the Transferor shall be entitled to discharge and emit from the dominant land over and upon the land hereby transferred such electromagnetic fields and noise as shall customarily be discharged by the operation of such equipment without hindrance or objection by the Transferee, provided that the level of such radiated fields shall not exceed the level prescribed in the New Zealand Standard for Radiated Fields NZS2772 (1999) or any other Standard established from time to time in substitution therefor **AND** in recognition of these objects the Transferee (including the Transferee's executors administrators assigns and successors in title and the persons deriving title under him her or them and any occupier for the time being of the servient land) **HEREBY COVENANTS** with the Transferor (including its successors in title carrying on the business of a network operator under the Telecommunications Act 2001 on the dominant land) for the benefit of the dominant land while it shall be so used and with the intent that the burden of these covenants shall attach to and run with the servient land.

- 1.1 **THAT** the Transferee will not object to any application which the Transferor may make under any Act (including the Resource Management Act 1991 or any substituted enactment), Regulation or bylaw with respect to any proposed use or development of the dominant land so long as such use or development is for the purposes of telecommunication or any use related to or touching upon its use for telecommunication.
- 1.2 **THAT** the Transferee will not take any steps to enforce in any way, whether by Court proceedings or otherwise howsoever, any cause of action or other right or remedy which the Transferee might have arising from the use of the dominant land by the Transferor in terms of the acknowledgement and agreement set out above.
- 1.3 **THAT** the Transferee will not grant any lease, licence or easement with respect to any part of the servient land or any building erected on it to any other party which authorises the operation of any equipment which causes interference (as defined in s2 of the Radiocommunications Act 1989) with the operation of the Transferor's telecommunication equipment on the dominant land.
- 1.4 **THAT** the Transferee will not operate any equipment on the servient land or any building erected on it which causes interference (as defined in s2 of the Radiocommunications Act 1989) with the operation of the Transferor's telecommunication equipment on the dominant land.
- 1.5 **THAT** the Transferee will not grow or permit to be grown any tree, shrubs or bushes of any description or build any structure on the servient land which will interfere with the operation of the Transferors telecommunication equipment on the dominant land.

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

[Handwritten signatures and initials: "P-M", "F2", "W M", and others]

Annexure Schedule



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

Transfer

Dated

23 June 2004

Page

2

of

4

Pages

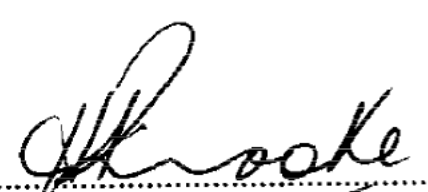
(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation


SIGNED by the Transferee
PAUL CHRISTOPHER MATTHEWS
in the presence of:


P C Matthews

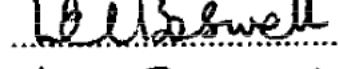
Witness

Signature: 
Full Name: Heather ROOKE
Occupation: Secretary
Address: 369 Parnell Rd, Auckland

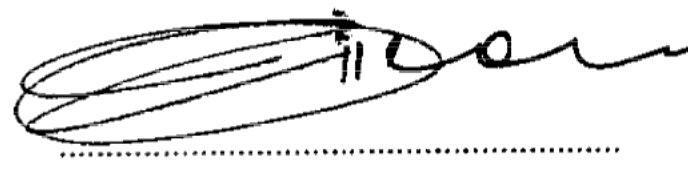
SIGNED by the Transferee
KEVIN RICHARD WALKER
in the presence of:


K R Walker


Witness

Signature: 
Full Name: Lyn Boswell
Occupation: Receptionist
Address: 24 VERONICA ST, NEW LYNN AUCKLAND


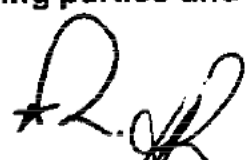

SIGNED by the Transferee
DAVID JOHN WARWICK NICOLL
in the presence of:


D J W Nicoll

Witness

Signature: 
Full Name: WENSLEY PETTERSON
Occupation: LEGAL EXECUTIVE
Address: AUCKLAND

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

  
WM

Annexure Schedule



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

Transfer

Dated

23rd June 2004

Page

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of

4

Pages

(Continue in additional Annexure Schedule, if required.)

SIGNED by the Transferee
WENDY FAY MATTHEWS
in the presence of:

W Matthews

W F Matthews

Witness

Signature:

Heather Rooke

Full Name:

Heather ROOKE

Occupation:

Secretary

Address:

369 Parnell Rd, Auckland

SIGNED by the Transferee
KEVIN RICHARD WALKER
in the presence of:

K R Walker

K R Walker

Witness

Signature:

Lyn Bodwell

Full Name:

LYN BODWELL

Occupation:

RECEPTIONIST
214 VERONICA ST, NEW LYNN
AUCKLAND

Address:

SIGNED by the Transferee
DAVID JOHN WARWICK NICOLL
in the presence of:

D J W Nicoll

D J W Nicoll

Witness

Signature:

Wensley Pettersen

Full Name:

WENSLEY PETTERSON

Occupation:

LEGAL EXECUTIVE

Address:

AUCKLAND

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

WM *R.P.* *R* *W* *AS*

Annexure Schedule

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

Transfer

Dated

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



(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation

SIGNED for and on behalf of **TELECOM NEW ZEALAND LIMITED**
on the **23** day of **JUNE** 2004 by two of its Attorneys:
and

Paul Ronald Alfred Dickason
Property Assets Manager
Wellington

Craig Ritchie Bonnington
Property Support Analyst
Telecom New Zealand Limited

Signature

Signature

in the presence of:

WITNESS: (to both signatures)

Signature

Name: **Ben Hadyn Easte**
Occupation: **Acquisition Project Consultant**
Address: **Wellington**

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We: **Paul Ronald Alfred Dickason**
Property Assets Manager
Wellington

and

Craig Ritchie Bonnington
Property Support Analyst
Telecom New Zealand Limited

hereby severally certify:

1. That by a Power of Attorney dated 2 July 2001 ("the Power of Attorney") we were, by virtue of being Authorised Signing Officers, appointed jointly as attorneys of Telecom New Zealand Limited ("Telecom") on the terms and subject to the conditions set out in the Power of Attorney.
2. That copies of the Power of Attorney are deposited in the Land Titles Offices at:

Auckland	as No D.627839.1	Gisborne	as No 234465.1	New Plymouth	as No 481759.1
Christchurch	as No 5074754.1	Hamilton	as No B.674932.1	Wellington	as No 5074486.1
Dunedin	as No 5074473.1	Napier	as No 719487.1		
3. That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.
4. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington
this **23rd** day of **June** 2004

SIGNED at Wellington
this **23** day of **JUNE** 2004

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.

Landonline User ID: ramiliesaslau

LODGING FIRM: Ramilies Agency Services

Address: PO Box 105-472

Auckland

DX CP 21515

Uplifting Box Number: 206

ASSOCIATED FIRM: D Nicoll

Client Code / Ref: 24-5631

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Data Stamp
(LINZ use only)

T 6085470.1 Transfer

Cpy - 02/04, Pgs - 006, 20/07/04, 07:57

Copies
(inc. original)

DocID: 311516878

Plan Number Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

Other (state)

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	143112	T	Telecom NZ Ltd-PC Matthews & KR Walter & DJW Nicoll	50.00							\$50.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Original Signatures? _____

Less Fees paid on Dealing #

Subtotal (for this page) \$50.00

Total for this dealing \$50.00

Debit my Account for \$50.00