



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




R. W. Muir
Registrar-General
of Land

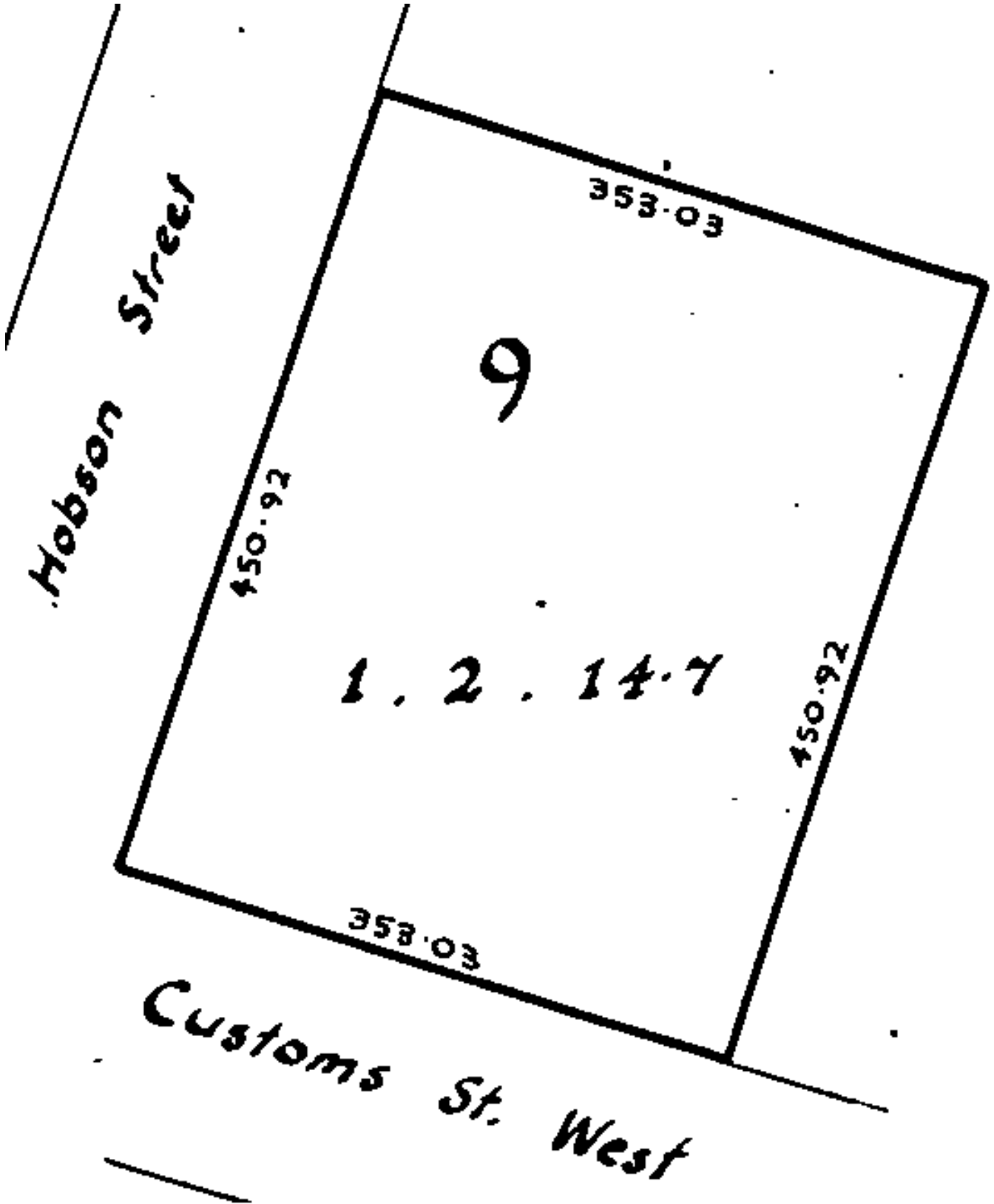
Identifier NA15A/424
Land Registration District North Auckland
Date Issued 26 July 1968

Prior References
NA14D/449 NA489/83 NA761/9

Estate Fee Simple
Area 6442 square metres more or less
Legal Description Lot 9 Deposited Plan 60151
Registered Owners
Auckland Council

Interests

Appurtenant hereto are rights of way and projection, power cable and power transmission rights specified in Easement Certificate D047202.1 - 19.9.1996 at 3:50 pm
6461509.2 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 16.6.2005 at 9:00 am
11837911.1 Lease in renewal of Lease 8077373.1 Term 21 years commencing on 15.1.2020 (right of renewal) Record of Title 962310 issued - 11.9.2020 at 4:49 pm





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

Identifier NA114A/611
Land Registration District North Auckland
Date Issued 11 September 1997

Prior References
NA79C/558

Estate Fee Simple
Area 2744 square metres more or less
Legal Description Lot 1 Deposited Plan 183125
Registered Owners
Viaduct Harbour Holdings Limited

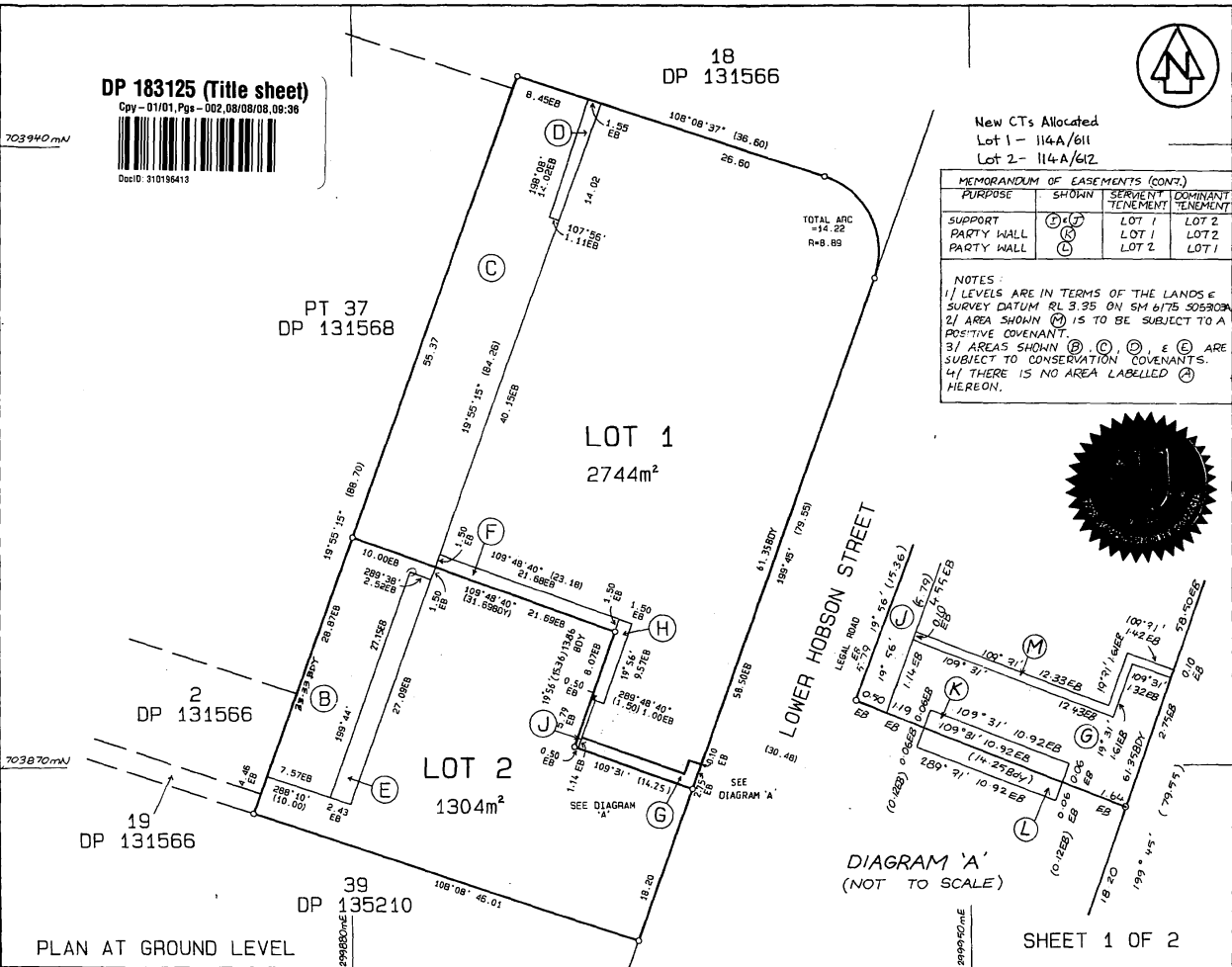
Interests

C966339.1 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 12.3.1996 at 2:35 pm
D193360.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 11.9.1997 at 3.31 pm (DP 183125)
Subject to a pedestrian right of way over part marked G and a support right over parts marked I and J and to a party wall right over part marked K on DP 183125 specified in Easement Certificate D193360.4 - 11.9.1997 at 3.31 pm
Appurtenant hereto is a party wall right specified in Easement Certificate D193360.4 - 11.9.1997 at 3.31 pm
The easements specified in Easement Certificate D193360.4 are subject to Section 243 (a) Resource Management Act 1991
Subject to a light and air right over parts marked F and H on DP 183125 created by Transfer D193360.5 - 11.9.1997 at 3.31 pm
Appurtenant hereto is a support right over part Common Property created by Transfer D520806.1 - produced 5.7.2000 at 2.32 pm and entered 14.7.2000 at 9.00 am (affects Lease D219070.1)
10012950.7 Mortgage to ASB Bank Limited - 15.4.2015 at 3:52 pm
11214756.1 Lease in renewal of Lease D219070.1 Term 20 years commencing 11.09.2017 (right of renewal) CT 873335 issued - 21.12.2018 at 2:08 pm
12056662.1 Variation of Lease 11214756.1 - 21.4.2021 at 3:44 pm
12982607.1 Variation of Lease 11214756.1 - 23.5.2024 at 3:05 pm

DP 183125 (Title sheet)
Copy - 01/01, Page - 002, 08/08/08, 08:36



DocID: 81019413



New CTs Allocated
Lot 1 - 114A/611
Lot 2 - 114A/612

PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
SUPPORT PARTY WALL	(C)	LOT 1	LOT 2
PARTY WALL	(K)	LOT 1	LOT 2
PARTY WALL	(L)	LOT 2	LOT 1

NOTES:
1/ LEVELS ARE IN TERMS OF THE LANDS & SURVEY DATUM RL 3.35 ON SH SITE 5053030
2/ AREA SHOWN (C) IS TO BE SUBJECT TO A POSITIVE COVENANT.
3/ AREAS SHOWN (B), (C), (D), (E) ARE SUBJECT TO CONSERVATION COVENANTS.
4/ THERE IS NO AREA LABELLED (A) HEREON.



Approvals
VIADUCT HAKEKOE HOLDINGS LIMITED
MARK HIGGINS DIRECTOR
REGISTERED OWNERS

APPROVED PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE 18TH DAY OF JUNE 1997
SUBJECT TO THE GRANTING OR RESERVING OF THE EASEMENTS SET OUT IN THE MEMORANDUM HEREON
HEREON THE COMMON SEAL OF THE AUCKLAND CITY COUNCIL IS AFFIXED HERETO IN THE PRESENCE OF:

MANAGER, RESOURCE CONSENTS
CITY SECRETARY

MEMORANDUM OF EASEMENTS

PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
RIGHT TO CONVEY SEWAGE, STORMWATER, WASTES, ELECTRICITY, TELECOMMUNICATIONS, AIR (CONDITIONING, HEATING, GAS & FLOE PROTECTION SERVICES, WATER & SPRINKLER SYSTEM)	LOT 1	LOT 1	LOT 2
ROW (PEDIESTRIAN) AIR & LIGHT	(E) & (G)	LOT 1	LOT 2

Total Area 4048.02
Comprised in CT 79C / 558

I, ROGAN HAMPSON OF AUCKLAND Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1981 hereby certify that this plan has been made from surveys conducted by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
Dated at Auckland this 26th day of June 1997
Signature

Field Book a Traverser Book p
Reference Plans
Examined *Robinson* Correct *Robinson*

Approved as to Survey
19.12.1997
Chief Surveyor

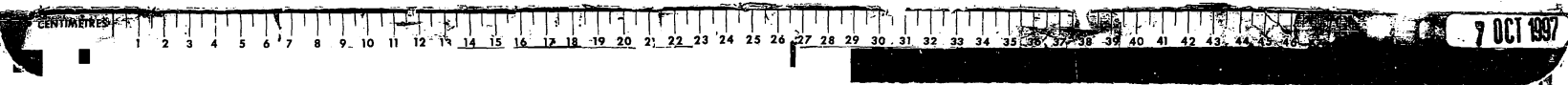
Deposited this 19th day of September 1997
District Land Registrar

File (3745)
Received - 8 JUL 1997
DP 183125

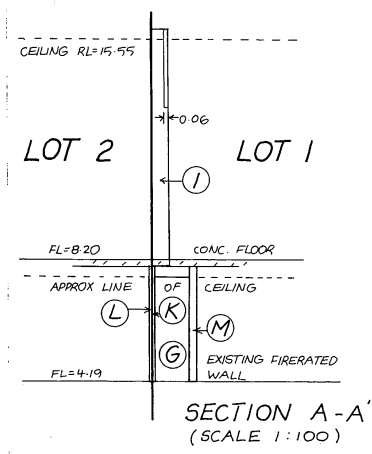
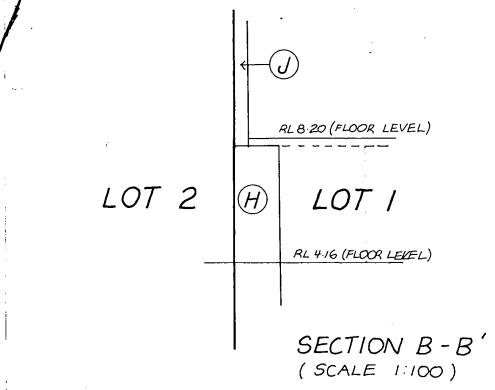
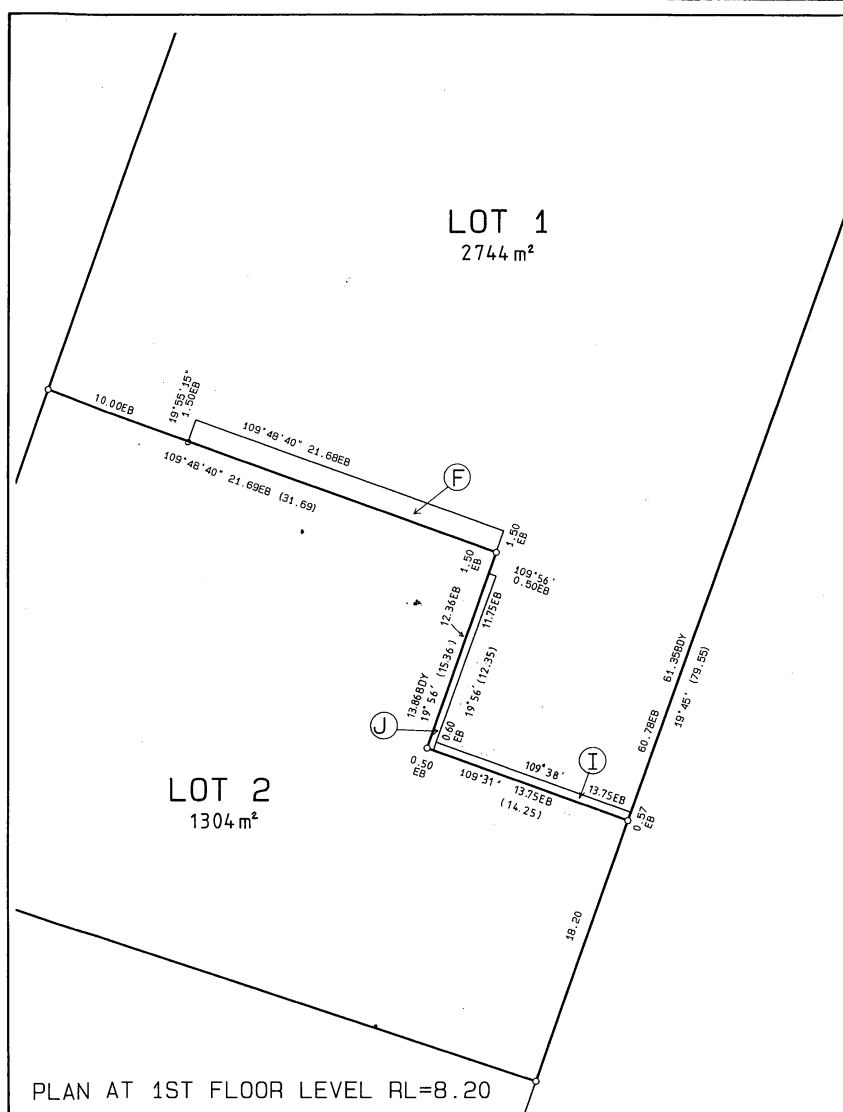
LAND DISTRICT NORTH AUCKLAND
SURVEY BLK. & DIST. XVI WAITEMATA
NZMS 261 SHT R1-1000 RECORD MAP No. 35.12

PLAN OF LOTS 1 & 2 BEING A
SUBDIVISION OF LOT 38 DP134892

TERRITORIAL AUTHORITY AUCKLAND CITY
Surveyed by HAMPSON & ASSOC. LTD.
Scale 1:300 Date NOVEMBER 1996



Approvals



LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK. & DIST. XVI WAITEMATA
 NZMS 261 SHT RL-1000 RECORD MAP No. 35.10.

PLAN OF LOTS 1 & 2 BEING A
 SUBDIVISION OF LOT 38 DP134892

TERRITORIAL AUTHORITY AUCKLAND CITY
 Surveyed by HAMPSON & ASSOC. LTD
 Scale 1:200 Date NOVEMBER 1996

Deposited this 11th day of September 1997.
 District Land Registrar
 File (374)
 Received - 8 JUL 1997
 Instructions
 DP 183125

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

DOSLF FORM D15 "APPROVED M 2002"



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




R. W. Muir
Registrar-General
of Land

Identifier 873335
Land Registration District North Auckland
Date Registered 21 December 2018 02:08 pm

Prior References
NA114A/611

Estate	Leasehold	Instrument	L 11214756.1
Area	2744 square metres more or less	Term	20 years commencing 11.9.2017 in renewal of lease D219070.1 (right of renewal)

Legal Description Lot 1 Deposited Plan 183125

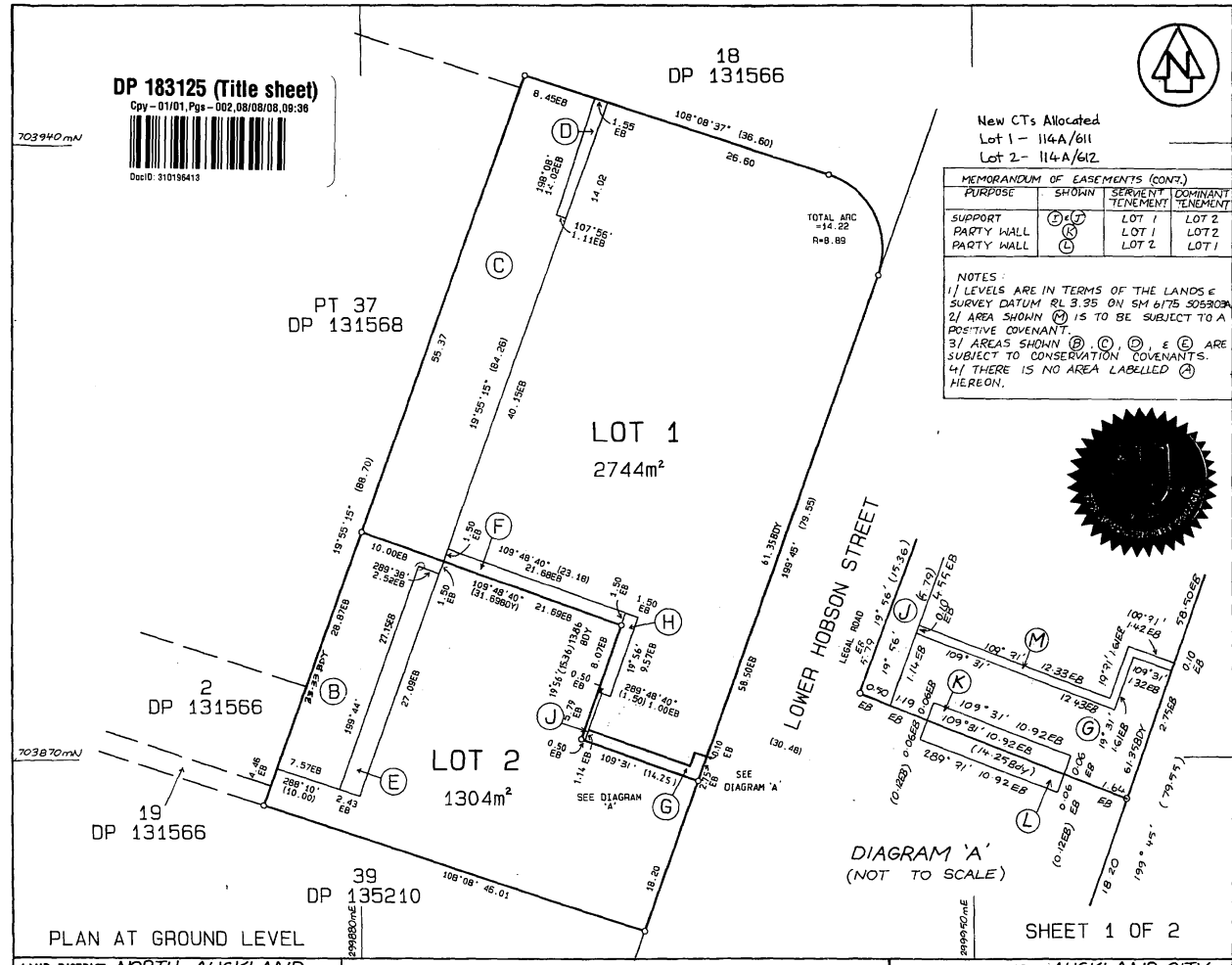
Registered Owners

Precinct Properties Holdings Limited

Interests

Land Covenant in Deed 5583076.1 - 12.5.2003 at 9:00 am
12056662.1 Variation of Lease 11214756.1 - 21.4.2021 at 3:44 pm
12103607.2 Mortgage to Public Trust - 5.5.2021 at 3:19 pm
12982607.1 Variation of Lease 11214756.1 - 23.5.2024 at 3:05 pm

DP 183125 (Title sheet)
Copy - 01/01, Page - 002, 08/08/08, 08:36
203940 mN
Dated: 31/01/94/13



New CTs Allocated
Lot 1 - 114A/611
Lot 2 - 114A/612

PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
SUPPORT PARTY WALL	(C)	LOT 1	LOT 2
PARTY WALL	(K)	LOT 1	LOT 2
PARTY WALL	(L)	LOT 2	LOT 1

NOTES:
1/ LEVELS ARE IN TERMS OF THE LANDS & SURVEY DATUM RL 3.35 ON SH SITE 5053030
2/ AREA SHOWN (C) IS TO BE SUBJECT TO A POSITIVE COVENANT.
3/ AREAS SHOWN (B), (C), (D), (E) ARE SUBJECT TO CONSERVATION COVENANTS.
4/ THERE IS NO AREA LABELLED (A) HEREON.



Approvals
VIADUCT HAKEKOA HOLDINGS LIMITED
MARK HIGGINS DIRECTOR
REGISTERED OWNERS
APPROVED PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE 18TH DAY OF JUNE 1997
SUBJECT TO THE GRANTING OR RESERVING OF THE EASEMENTS SET OUT IN THE MEMORANDUM HEREON HEREON THE COMMON SEAL OF THE AUCKLAND CITY COUNCIL IS AFFIXED HERETO IN THE PRESENCE OF:

MEMORANDUM OF EASEMENTS (CONT.)

PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
RIGHT TO CONVEY SEWAGE, STORMWATER, WASTES, ELECTRICITY, TELECOMMUNICATIONS, AIR (CONDITIONING, HEATING, GAS & FLOE PROTECTION SERVICES, WATER & SPRINKLER SYSTEM)	LOT 1	LOT 1	LOT 2
ROW (PDESTRAN) AIR & LIGHT (E & G)	(E & G)	LOT 1	LOT 2

MANAGER, RESOURCE CONSENTS
CITY SECRETARY
ACC Plan E 4328/3

MEMORANDUM OF EASEMENTS

PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
RIGHT TO CONVEY SEWAGE, STORMWATER, WASTES, ELECTRICITY, TELECOMMUNICATIONS, AIR (CONDITIONING, HEATING, GAS & FLOE PROTECTION SERVICES, WATER & SPRINKLER SYSTEM)	LOT 1	LOT 1	LOT 2
ROW (PDESTRAN) AIR & LIGHT (E & G)	(E & G)	LOT 1	LOT 2

Total Area 4048.02
Comprised in CT 79C/558

ROGAN HAMPSON OF AUCKLAND
Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1981 hereby certify that this plan has been made from surveys conducted by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
Dated at Auckland this 26th day of June 1997
Signature

Field Book a Travers Book p
Reference Plans
Examined *Robson* Correct *W. H. H.*

Approved as to Survey
19.12.1997
Chief Surveyor

Deposited this 18th day of September 1997
District Land Registrar
DP 183125

LAND DISTRICT NORTH AUCKLAND
SURVEY BLK. & DIST. XVI WAITEMATA
NZMS 261 SHT R1-1000 RECORD MAP No. 35.12

PLAN OF LOTS 1 & 2 BEING A
SUBDIVISION OF LOT 38 DP134892

TERRITORIAL AUTHORITY AUCKLAND CITY
Surveyed by HAMPSON & ASSOC. LTD.
Scale 1:300 Date NOVEMBER 1996





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




R. W. Muir
Registrar-General
of Land

Identifier **NA33C/37**
Land Registration District **North Auckland**
Date Issued 28 November 1975

Prior References

NA14D/449	NA19A/1182	NA757/62
NA757/63	NA761/64	NA761/8

Estate Fee Simple
Area 3704 square metres more or less
Legal Description Lot 7 Deposited Plan 77037

Registered Owners

Precinct Properties Holdings Limited

Interests

The provisions of Auckland Harbour Board Central Area Properties Redevelopment Act 1965 apply to parts

Subject to a right of way over parts marked A & B and to drainage rights over part marked B on Plan 78340 specified in Easement Certificate 621087.3 - 10.8.1976 at 9.34 am

Subject to an electricity right (in gross) over parts marked A, D, E and F on Plan 90196 in favour of the Auckland Electric Power Board created by Transfer 859774.1 - 7.7.1980 at 2.20 pm

Subject to a right of way over part marked A on Plan 78340 and to a projection right over part marked G on Plan 173192 specified in Easement Certificate D047202.1 - 19.9.1996 at 3.50 pm

Subject to a right of way over parts marked A & B on Plan 78340 specified in Easement Certificate D230984.1 - 23.12.1997 at 1.18 pm

Subject to an electricity easement (in gross) over part marked A on DP 313894 in favour of Vector Limited created by Transfer 6582553.2 - 22.9.2005 at 9:00 am

7871831.3 Partial Surrender of the right of way specified in Easement Certificate D230984.1 - 9.7.2008 at 9:00 am

9431593.1 Mortgage to (now) Public Trust - 27.6.2013 at 2:34 pm



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **NA128C/787**
Land Registration District **North Auckland**
Date Issued 07 June 2000

Prior References

NA21C/73 NA34B/1461

Estate Fee Simple
Area 4730 square metres more or less
Legal Description Lot 5 Deposited Plan 63972 and Lot 1
 Deposited Plan 78340

Registered Owners

Precinct Properties Holdings Limited

Interests

The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 are applicable hereto
Appurtenant hereto is a right of way specified in Easement Certificate A593556 - 22.10.1971 at 10.33 am (affects part formerly CT NA21C/73)

Appurtenant hereto is a right of way and a drainage right specified in Easement Certificate 621087.3 - 10.8.1976 at 9.34 am (affects part formerly CT NA34B/1461)

Subject to an electricity right (in gross) over parts marked B and C on DP 90196 in favour of The Auckland Electric Power Board created by Transfer 859774.1 - 7.7.1980 at 2.20 pm

Appurtenant hereto is a right of way specified in Easement Certificate D047202.1 - 19.9.1996 at 3.50 pm (affects part formerly CT NA34B/1461)

Subject to a right of way over parts marked B, C, D and E and to a projection right over part marked H on DP 173192 specified in Easement Certificate D047202.1 - 19.9.1996 at 3:50 pm

Subject to a right of way (in gross) over parts marked C and D and to a support right over parts marked D and F on DP 173192 in favour of The Auckland City Council created by Transfer D047202.3 - 19.9.1996 at 3.50 pm

Subject to a right of way (in gross) over parts marked B and E on DP 173192 in favour of The Auckland City Council created by Transfer D047202.4 - 19.9.1996 at 3.50 pm

Appurtenant hereto is a right of way specified in Easement Certificate D230984.1 - 23.12.1997 at 1.18 pm

D554743.1 CERTIFICATE PURSUANT TO SECTION 37 BUILDING ACT 1991 - 3.11.2000 AT 12.39 PM

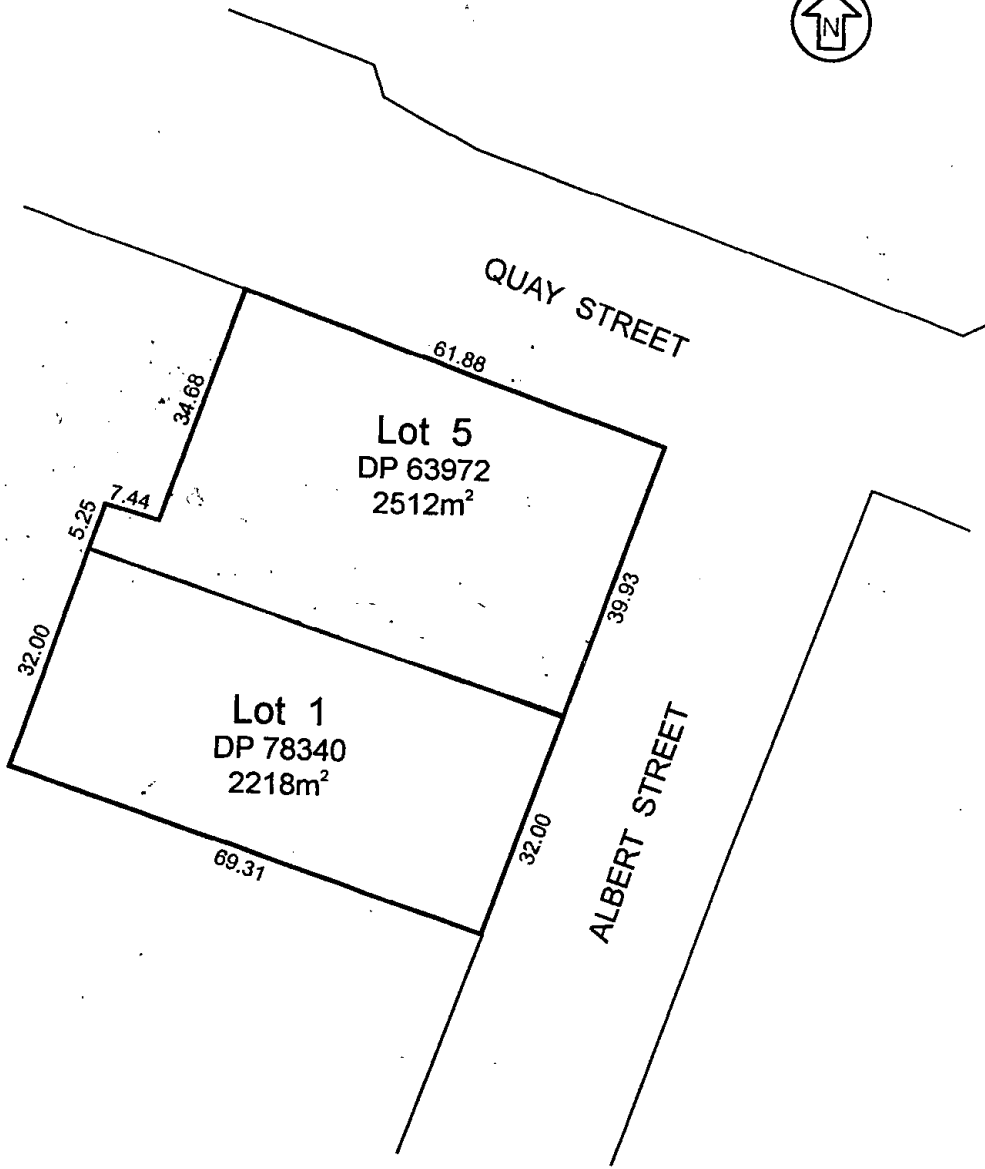
D617734.1 Covenant pursuant to Section 108 Resource Management Act 1991 by The Auckland City Council - 29.6.2001 at 2.23 pm

Subject to an electricity easement (in gross) for electricity cables and access over parts marked B, C and E and for electricity purposes over part marked D on DP 313894 in favour of Vector Limited created by Transfer 6582569.2 - 22.9.2005 at 9:00 am

9431593.1 Mortgage to (now) Public Trust - 27.6.2013 at 2:34 pm

TITLE DIAGRAM - 200774323
COPY-01/01.PGS-001.36/07/02.13:21

DocID: 200774323



TOTAL CT AREA: 4730m²



Recipient 4

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

**BETWEEN AUCKLAND CITY
COUNCIL**

Owner

**AND AUCKLAND CITY
COUNCIL**

Council



Correct for the purposes of the Land
Transfer Act 1952

SIMPSON GRIERSON
SOLICITORS
AUCKLAND

A handwritten signature in black ink, appearing to be "John F. M. W.", written over a horizontal line.

Solicitor for the Council

THIS DEED made this 10th day of March 2005

BETWEEN AUCKLAND CITY COUNCIL ("Owner")

AND AUCKLAND CITY COUNCIL ("Council")

BACKGROUND

- A. The Owner is the registered proprietor of the First Recipient Land and the Second Recipient Land.
- B. The District Plan in rule 6.7.2.5, provides for Heritage Floorspace Bonus to be awarded when buildings of heritage value are retained and conserved, and allow that Bonus to be transferred to one or more sites within certain zones of the District Plan.
- C. By the First Consent the Council awarded Bonus of 31,882m² for the Building.
- D. By the Second Consent the Council granted consent for the Owner to transfer 25,000m² of Bonus from the Heritage Site Land to the First Recipient Land and 6,882m² of Bonus from the Heritage Site Land to the Second Recipient Land.
- E. The District Plan requires that all transfers of Bonus are recorded on the certificate of title of the donor site and the recipient site and this deed has been entered into as a covenant under section 108 of the Resource Management Act 1991.

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this covenant unless the context indicates otherwise:

"**Bonus**" means Heritage Floorspace Bonus as that term is defined in the District Plan;

"**Building**" means the building known as the former Chief Post Office Building situated on the Heritage Site Land;

"**Council**" means the Auckland City Council and its successors as territorial authority of the district where all the land referred to in this deed is situated;

"**District Plan**" means the operative Auckland City District Plan – Central Area Section;

"**First Consent**" means the resource consent granted by the Council dated 5 February 1997 (file reference Consent No. A96/063/00);

"**Heritage Site Land**" means the land at 12 Queen Street, Auckland described in certificate of title 93982 (North Auckland Registry);

"**Operative Date**" means the date of registration of this deed with Land Information New Zealand;

"**Owner**" means the owner named in this deed and includes the Owner's successors but only as long as they are registered proprietor of the First Recipient Land and the Second Recipient Land;

"**First Recipient Land**" means the land at 73-83 Customs Street West, Auckland described in certificate of title 15A/424 (North Auckland Registry);

"**Second Recipient Land**" means the land at 52-56 High Street, Auckland described in certificate of title 63B/975 (North Auckland Registry); and

"**Second Consent**" means the resource consent granted by the Independent Planning Commissioner appointed by the Council dated 7 February 2005 (file reference LUC20040889401).

2. COVENANTS

The Owner acknowledges and covenants that an area of Bonus of 25,000m² has been transferred from the Heritage Site Land to the First Recipient Land and an area of Bonus of 6,882m² has been transferred from the Heritage Site Land to the Second Recipient Land in accordance with the Second Consent, effective as of the Operative Date.

3. STATUTORY POWERS NOT AFFECTED

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

Executed as a deed.

THE COMMON SEAL of AUCKLAND CITY COUNCIL as Owner was affixed under the authority of Council:

Bruce Huch

Deputy Mayor/~~Chairman/Chief Executive~~

M. J. J. J. J.

~~City Secretary/Committee Manager/Chief Executive~~



CONSENT OF CAVEATOR

**CDL HOTELS NEW ZEALAND
LIMITED**

Caveator

AUCKLAND CITY COUNCIL

Registered Proprietor

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 North Auckland

Simpson Grierson
Barristers & Solicitors
92-96 Albert Street
Private Bag 92518 Wellesley Street
DX CX10092
AUCKLAND

IN THE MATTER of the Land
Transfer Act 1952

AND

IN THE MATTER of caveat no.
D418316.1 (North
Auckland Registry)
("Caveat")

CONSENT OF CAVEATOR

CDL HOTELS NEW ZEALAND LIMITED, ("Caveator") in whose name the Caveat has been lodged against the land comprised in certificate of title volume 15A folio 424 North Auckland Registry, **CONSENTS** to the registration of covenant under section 108 of the Resource Management Act 1991 dated 10 March 2005 between **AUCKLAND CITY COUNCIL** as owner and **AUCKLAND CITY COUNCIL** as territorial authority but subject and without prejudice to the rights of the Caveator protected by the Caveat.

DATED at *Auckland* this *3rd* day of *May* 2005

SIGNED by the caveator **CDL HOTELS
NEW ZEALAND LIMITED** by its
solicitor and authorised agent **JUSTIN
MARCH**:



J March

Witness:



Signature of witness

KARYN LESLEY THOMSON

Full name of witness


SOLICITOR

Occupation of witness

AUCKLAND

Address of witness

Correct for the purposes of the Land
Transfer Act 1952



Solicitor for the caveator

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

D047202-1
 EC.

EASEMENT CERTIFICATE

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

I/We **THE AUCKLAND CITY COUNCIL**

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 19 day of 19 under No. 173192 and 78340 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.

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		
Projection	308/1461 Lot 1 DP78340	"H" DP173192	15A/424 Lot 9 DP60151	34B/1461
Projection	372/137 Lot 7 DP77037	"G" DP173192	60151 Lot 9 DP60151	33C/37
Right of Way	15A/423 Lot 8 DP60151	"A" DP173192	Lot 9 DP60151	15A/423
Projection	15A/423 Lot 8 DP60151	"I" "J" "K" DP173192	Lot 9 DP60151	15A/423
Power Cable	15A/423 Lot 8 DP60151	"L" "N" DP173192	Lot 9 DP60151	15A/423
Power Transmission	15A/423 Lot 8 DP60151	"M" DP173192	Lot 9 DP60151	15A/423
Right of Way	345/1461 Lot 2 DP78340	"B" DP173192	Lot 9 DP60151	34B/1461
Right of Way	201/73 Lot 5 DP63972	"C" "D" DP173192	Lot 9 DP60151	21C/73
Right of Way	308/1461 Lot 1 DP78340	"E" DP173192	Lot 9 DP60151	34B/1461 (Dominant Tenement: 15A/424)
Right of Way	33C/37 Lot 7 DP77037	"A" DP78340	345/1461 Lots 1 and 2 DP78340	33C/37 34B/1461 34B/1422

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 ANNEXED PAGES)

AMP EASEMENT CERTIFICATE

1. DEFINITION AND INTERPRETATION

1.1 The following words and phrases shall, unless the context otherwise requires, have the meanings ascribed to them as follows:

"Dominant Tenement" means the estate or interest in that piece of land described in the schedule under the heading "Dominant Tenement Lot No.(s) or other legal description" and includes any lots issuing from the Dominant Tenement as a result of a subdivision or boundary adjustment;

"Grantee" means the grantee or grantees and it or their successors in title, registered proprietors for the time being of the Dominant Tenement to which the relevant easement is appurtenant;

"Grantor" means the grantor or grantors or its or their successors in title, registered proprietors for the time being of an estate or interest in the Servient Tenements which are subject to the relevant easement;

"Other Authorised Persons" in relation to any easement means the agents, employees, contractors, tenants, licensees and invitees of the grantee and all other persons authorised to enjoy the relevant easement and, where the context so admits, means any of such persons;

"The Fire Escape Easement" means the right of way easement over that part of the Travelodge Site marked "A" on Deposited Plan 173192;

"The First Pedestrian Link Easement" means the rights of way over that part of the Convention Centre Site marked "B" and "E" on Deposited Plan 173192;

"First Pedestrian Link Business Hours" means not less than the hours the Downtown Retail Centre is open for business;

"The Second Pedestrian Link Easement" means the rights of way over that part of the Airline Terminal Site marked "C" and "D" on Deposited Plan 173192;

"Second Pedestrian Link Business Hours" means not less than the hours that the carpark on the Downtown Carpark Site is not closed;

"The Emergency Easement" means the rights of way over that part of the Quay Tower Site marked "A" on Deposited Plan 78340;

~~"The Support Easement" means the support easement over that part of the Airline Terminal Site marked "D" and "E" on Deposited Plan 173192;~~

"The First Projection Easement" means the projection easement over that part of the Quay Tower Site marked "G" and "H" on Deposited Plan 173192;

"The Second Projection Easement" means the projection easement over that part of the Travelodge Site marked "I", "J" and "K" on Deposited Plan 173192;

"The Electricity Easement" means the electricity easement over that part of the Travelodge Site marked "L", "M" and "N" on Deposited Plan 173192;

"The Travelodge Site" means 2,407m² more or less being Lot 8 on Deposited Plan 60151 comprised and described in Certificate of Title 15A/423 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965.
2. Lease A391975.
3. Gazette Notice C494877.1.
4. Easement Certificate A493556;

"The Quay Tower Site" means 3,704m² more or less being Lot 7 on Deposited Plan 77037 comprised and described in Certificate of Title 33C/37 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Easement Certificate 621087.3.
3. Lease 379990.1.
4. Electricity Easement in Gross created in Transfer 859774.1.
5. Gazette Notice C494877.1;

"The Convention Centre Site" means 2,218m² more or less being Lot 1 on Deposited Plan 78340 and that parcel of airspace containing 611m² more or less between the elevations shown as Lot 2 on Deposited Plan 78340 comprised and described in Certificate of Title 34B/1461 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Easement Certificate 621087.3.
3. Lease 621087.4.
4. Electricity Easement in Gross created in Transfer 859774.1.
5. Easement Support created in Transfer B131965.1.
6. Gazette Notice C494877.1;

"The Airline Terminal Site" means 2,511m² more or less being Lot 5 on Deposited Plan 63972 comprised and described in Certificate of Title 21C/73 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Easement Certificate A593556.
3. Lease A593557.
4. Easement Certificate 621087.3.
5. Gazette Notice C494877.1;

"The Downtown Carpark Site" means 6,443m² more or less being Lot 9 on Deposited Plan 60151 comprised and described in Certificate of Title 15A/424 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Lease A363643.
3. Gazette Notice C494877.1;

"The Downtown Retail Centre" means the land and buildings with a frontage on Lower Albert Street known as The Downtown Centre;

"Servient Tenements" mean the estate or interest in the pieces of land described in the schedule under the "Servient Tenement Lot No.(s) or other legal description".

2. GENERAL PROVISIONS RELATING TO EASEMENTS

The following provisions are applicable to the easements recorded in this certificate:

- 2.1 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 express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless contrary provisions are specifically set out in the easement or unless that easement is surrendered.
- 2.2 If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this certificate, the following provisions shall apply:
 - 2.2.1 the other party may serve on the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of 14 days from service of the default notice the other party may perform such obligation;

- 2.2.2 if at expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
- (a) perform such obligation; and
 - (b) for that purpose enter the relevant Servient Tenement or Dominant Tenement and carry out any work set out to remedy the default specified in the notice.
- 2.3 The defaulting party shall be liable to pay to the other party the costs of the default notice and a specified proportion (being the proportion applicable to that party in respect of the terms of that easement) of the costs incurred in performing such obligation.
- 2.4 The other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.
- 2.5 The Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and Other Authorised Persons in relation to any easement.
- 2.6 The Grantee may for the purpose of complying with any obligation of the Grantee under this certificate in relation to any easement:
- 2.6.1 enter the Servient Tenement with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and
 - 2.6.2 remain on the Servient Tenement for such time as is reasonable for the purpose of performing such obligation.
- In exercising any of the rights under this subclause the Grantee shall:
- 2.6.3 cause as little damage, disturbance, inconvenience and interruption to the Servient Tenement and to the use of the Servient Tenement as is reasonably necessary;
 - 2.6.4 forthwith make good any damage to the Servient Tenement and to the occupier of the Servient Tenement; and
 - 2.6.5 obtain from the Grantor where the Grantor has leased the Servient Tenement prior to the registration of this certificate, the consent of the tenant of the Servient Tenement to the entry on the Servient Tenement and where such lease of the Servient Tenement provides for the Lessor to enter the demised premises for the purpose of effecting such work or repairs then the Grantor agrees

to enforce that covenant against the tenant where the covenant would apply.

2.7 The parties acknowledge that at the date of this certificate there are structures which encroach onto the following easement areas:

- (a) 2 columns in the Fire Escape Easement area;
- (b) Display cabinets in the First Pedestrian Easement area;
- (c) Planters in Second Pedestrian Easement area; and
- (d) Other encroachments all as recorded in a Deed of Licence dated June 1996 between the Auckland City Council and AMP Perpetual Trustee Company NZ Limited and others.

2.8 The Grantor agrees that it shall not:

2.8.1 erect or place any more obstructions or encroachments in or on any of the easement areas than those set out in clause 2.7 above; and

2.8.2 on a redevelopment of any of the buildings in the easement areas or the redevelopment of the easement areas themselves the Grantor will use its best endeavours to have the obstruction or encroachment removed or at least reduced in its impact on the easement area.

3. THE FIRE ESCAPE EASEMENT

The following provisions shall apply to the Fire Escape Easement:

3.1 The Grantee and Other Authorised Persons have the right in common with the Grantor to pass and repass on foot over the Fire Escape Easement area to enable access to and from the Downtown Carpark Site in the case of fire or other emergencies;

3.2 The Grantor shall be responsible for keeping the Fire Escape Easement area maintained and in good clean order, repair and condition;

3.3 The Grantor shall have the right to cancel this easement by notice in writing to the Grantee if at any time the Downtown Carpark Site ceases to be used principally as a carparking building and upon receipt of such notice of cancellation the Grantee will execute a registrable surrender form of the Fire Escape Easement and produce all titles and instruments to enable such surrender to be registered.

THE FIRST PEDESTRIAN LINK EASEMENT

The following provisions shall apply to the First Pedestrian Link Easement:

- 4.1 The Grantee and Other Authorised Persons have the right in common with the Grantor to pass and repass on foot over the First Pedestrian Link Easement area for all purposes connected with the use and enjoyment of the Downtown Carpark Site.
- 4.2 The rights granted in respect of the public use of the First Pedestrian Link Easement are restricted to use during the First Pedestrian Link Business Hours provided that such a part of the First Pedestrian Link Easement area as is necessary to enable access between the carpark on the Downtown Carpark Site and the Second Pedestrian Link Easement shall be kept open for the same hours as the carpark on the Downtown Carpark Site is not closed (with the balance of the First Pedestrian Link Easement area being closed off by way of a security screen or other similar mechanism as the Grantor should wish).
- 4.3 Following prior consultation with the Grantee, the Grantor may install planters, seats and other aesthetic improvements in the First Pedestrian Link Easement area provided that the same or part thereof shall be removed if in the reasonable opinion of the Grantee it or they are causing or are likely to cause undue obstruction to ingress and egress through the First Pedestrian Link Easement area.
- 4.4 The Grantor shall be responsible for the maintenance of the First Pedestrian Link Easement area to maintain it in good clean order, repair and condition.
- 4.5 The Grantor shall have the right to relocate the First Pedestrian Link Easement within the Convention Centre Site to link up with the relocated airbridge over Lower Albert Street if the registered proprietor of the Convention Centre Site and the registered proprietor or proprietors of the Downtown Retail Centre agree (subject to Resource Management Act consent or equivalent or replacement consent only) to relocate the airbridge at a different point across Lower Albert Street, and the provisions of clause 4.6 will apply to such relocation with all necessary modifications except that such relocated easement will either be in accordance with:
 - 4.5.1 the diagram attached to the Agreement for Sale and Purchase dated 13 October 1995 between the Auckland City Council and AMP Perpetual Trustee Company NZ Limited provided that the length of the relocated easement running parallel and nearest to the boundary of the Convention Centre Site and the Downtown Carpark Building Site shall not exceed 30 metres measured from the centre point of the existing easement on such boundary to the centre point of the relocated easement at the point that it then traverses from west to east at the southern end of the Convention

Centre Site parallel to the original easement, and provided that such relocated easement will satisfy the reasonable requirements as to public safety, pedestrian interest and convenience; or

4.5.2 such other alternative path as may be agreed between the Grantor and Grantee and which satisfies the Grantee's reasonable requirements as to public safety, pedestrian interest and convenience.

4.5.3 **PROVIDED THAT:**

- (a) The Grantee has received and approved plans of the replacement right of way (such approval not to be unreasonably withheld and, in the absence of reasonable grounds for withholding approval, such approval to be given within 30 working days of receipt of these plans); and
- (b) The Grantor has first executed a registrable memorandum of transfer or easement certificate in favour of the Grantee so as to enable the creation of the replacement right of way; and
- (c) The Grantor has undertaken to register the surrender contemporaneously with the memorandum of transfer or easement certificate creating the replacement right of way

then the Grantee will within 10 working days of receipt of a surrender of the right of way execute such surrender.

4.5.4 The Grantor will prepare all necessary documentation and pay all reasonable costs of replacing the right of way (including the Grantees reasonable legal costs).

4.6 If the Grantor at any time while the First Pedestrian Link Easement is in force, wishes to undertake an Event and should that Event prejudice or be likely to prejudice the continued use of the First Pedestrian Link Easement then, provided the Grantor has given 20 working days prior written notice of such work to the Grantee, the Grantor may:

4.6.1 suspend the operation of such grant during the period or periods of such demolition, redevelopment, upgrading, refurbishment dealing or development of the Servient Tenement; and/or

4.6.2 move the location of the right of way (to be either over the servient land or over the Airline Terminate Site) as long as in each of the situations mentioned in clause 4.7:

- (a) the Grantor provides, from the time the Event prejudices the use of the right of way and so long as this occurs, a replacement right of way to be not less than 5 metres wide and to have a floor to ceiling height during any temporary relocation of the easement of not less than 2.5 metres but at all other times to have a floor to ceiling height of not less than 3.35 metres (though the RL's referred to on Deposited Plan 173192 may be adjusted to take account of any raising or lowering of the floor level) and which comprises a good, safe, well lit, and continuous access between the walkway over the lower Albert Street and the pedestrian access to the public carpark on the north east corner of the Dominant Tenement; and
- (b) the total length of the permanent replacement right of way does not exceed the total length of the original right of way by more than 30 metres, but
- (c) in the case of a temporary relocation of the easement the Grantor shall use its best endeavours to comply with (b) above but if this is not reasonably possible then the length shall be kept to as reasonably short a distance as possible.

4.7 In the provisions of clause 4.6 "Event" means any demolition, redevelopment, upgrading or refurbishment of the building(s) existing at the date of this certificate on the Convention Centre Site.

5. THE SECOND PEDESTRIAN LINK EASEMENT

The following provisions shall apply to the Second Pedestrian Link Easement:

- 5.1 The Grantee and Other Authorised Persons shall have the right in common with the Grantor to pass and repass on foot over the Second Pedestrian Link Easement area.
- 5.2 The rights hereby granted in respect of the public use of the Second Pedestrian Link Easement are restricted to use during the Second Pedestrian Link Business Hours provided that the Grantor shall not be required to provide access in terms of this easement until the proposed walkway or bridge over Quay Street to Princess Wharf (referred to in clause 5.5 below) has been constructed.
- 5.3 Following prior consultation with the Grantee, the Grantor may install planters, seats and other aesthetic improvements in the Second Pedestrian Link Easement area provided that the same or part thereof shall be removed

if in the reasonable opinion of the Grantee it or they are causing or are likely to cause undue obstruction to ingress and egress through the Second Pedestrian Link Easement area.

- 5.4 Subject to clause 5.7 the Grantor shall be responsible for the maintenance of the Second Pedestrian Link Easement area to maintain it in good clean order, repair and condition.
- 5.5 The parties acknowledge that the purpose of this pedestrian easement is to link the First Pedestrian Link Easement through an uncovered walkway or bridge (or such other design for access as may be agreed in writing between the Grantor and the Grantee and the hotel operator of the Travelodge Site) over Quay Street to Princes Wharf and the Grantor shall have the right to cancel this easement by notice in writing to the Grantee of construction of the bridge over Quay Street to Princes Wharf has not been completed by 31 December 2003.
- 5.6 The Grantor shall not as a result of granting this easement be obliged to upgrade the structural integrity of the existing building on the Airline Terminal Site to support the walkway or bridge.
- 5.7 The Grantee will be responsible for all costs incurred in forming physically the Second Pedestrian Link Easement through the Airline Terminal Site. After formation the Grantor will be responsible for meeting ongoing maintenance costs and insurance in respect of this easement area including any consequential costs imposed by any authority under the Building Act 1991 or otherwise. The Grantee and the Grantor will each also meet one half of the cost of any future refurbishment cost in respect of the Second Pedestrian Link Easement Area.
- 5.8 The Grantor shall give the Grantee reasonable access over the Airline Terminal Site to construct the Second Pedestrian Link Easement.
- 5.9 Should the Grantor wish to develop the Airline Terminal Site it shall do so in such a manner as to not prejudice the Grantee rights to the Second Pedestrian Link Easement or to interrupt those rights unless during such period of interruption it provides for a replacement right of way as set out in clause 5.10.
- 5.10 If the Grantor at any time while the Second Pedestrian Easement is in force, wishes to undertake an Event and should that Event prejudice or be likely to prejudice the continued use of the Second Pedestrian Easement then, provided the Grantor has given 20 working days prior written notice of such work to the Grantee, the Grantor may:
- 5.10.1 suspend the operation of such grant during the period or periods of such demolition, redevelopment, upgrading, refurbishment dealing or development of the Servient Tenement; and/or

5.10.2 move the location of the right of way (to be over the servient land) as long as in each of the situations mentioned in clause 5.10.3:

- (a) the Grantor provides, from the time the Event prejudices the use of the right of way and so long as this occurs, a replacement right of way to be not less than 5 metres wide and to have a floor to ceiling height during any temporary relocation of the easement of not less than 2.5 metres but at all other times to have a floor to ceiling height of not less than 3.35 metres (though the RL's referred to on Deposited Plan 173192 may be adjusted to take account of any raising or lowering of the floor level and which comprises a good, safe, well lit, and continuous access between the First Pedestrian Easement and the walkway or bridge over Quay Street referred to in clause 5.10 above;
- (b) the total length of the permanent replacement right of way is not substantially longer than the total length of the original right of way; but
- (c) in the case of a temporary relocation of the easement the Grantor shall use its best endeavours to comply with (b) above but if this is not reasonably possible then the length shall be kept to as reasonably short a distance as possible;
- (d) there is a proper linkage of the walkway or bridge over Quay Street with the second Pedestrian Link Easement so that the users of this link do not have to negotiate an unreasonable number of steps or gradients to and from this Easement and the walkway or bridge.

5.10.3 In the provisions of this clause 5.10 "Event" means any demolition, redevelopment, upgrading or refurbishment of the building(s) existing at the date of this certificate on the Airline Terminal Site.

~~THE SUPPORT EASEMENT~~

~~The following provisions shall apply to the Support Easement.~~

6.1 The Grantee shall be entitled to use, encroach on and enjoy the Support Easement area and to erect, and when erected modify, support columns for ~~a bridge or walkway on this area.~~

~~6.2 The parties acknowledge that the principal support of the walkway/bridge shall be situated clear of the Airline Terminal Site and on the northern side of the footpath and designed with the only support on the Airline Terminal Site being up to first floor level well forward from the Quay Street frontage and designed so that there is minimal obstruction to the ground floor retail areas on that site.~~

6.3 The parties agree that until the Airline Terminal Site is redeveloped up to three support posts having up to a maximum diameter or square of 600mm (or such lesser proportions or number of posts as the parties' respective engineers may approve) supported by either piles or foundation pads of up to a maximum diameter or square of 1000mm (or such lesser proportions as the parties' respective engineers may approve) may be located within the Support Easement area for the purpose of supporting the suspended bridge link from the end of the bridge over Quay Street terminating on the Quay Street boundary of area "D" and "F" to the existing building on the Airline Terminal Site to the south of area "D" and "F".

6.4 If as a result of the redevelopment of the Airline Terminal Site area "D" and "F" is insufficient as an easement support area (for example if the new development is built further back from the roadway) then the Grantee will be entitled to span this additional area, with the result that the easement of support area "D" and "F" may be enlarged at the request of the Grantee to cover any such additional area provided that any such enlargement of support easement area "D" and "F" shall be in a part of the Airline Terminal Site which has not then had a building or other improvements constructed on it.

6.5 The parties acknowledge and agree that it is their intention that the depth of the Support Easement shall be such that there is always sufficient support provided for the integrity of the walkway or bridge and the support structures of the walkway or bridge in the Support Easement area. It is therefore agreed:

6.5.1 The Grantor may redevelop the Airline Terminal Site and use the land under the Support Easement area.

6.5.2 Where this redevelopment is under the support structure of the walkway or bridge or so close to these structures of the Support Easement area that, in the Grantee's reasonable opinion as supported by independent engineering evidence, the integrity of those support structures or the walkway or bridge is at risk, then the Grantor shall carry out its redevelopment in such a manner so that there is always sufficient support provided to the support structures of the walkway or bridge in the Support Easement area.



~~6.5.3 The Grantor shall if it is necessary in the reasonable opinion of the Grantee and with the prior written approval of the Grantee replace the support structures.~~

6.5.4 The Grantor shall pay for all work, fees, engineer's fees, costs and requirements which arise either directly or indirectly as a result of the exercise of the Grantor's rights under this clause 6.5 including reimbursing to the Grantee any of the Grantee's costs and expenses.

~~6.6 The Grantor at its cost will arrange for an independent engineer to certify prior to undertaking such redevelopment the sufficiency of such support for the structural integrity of the walkway or bridge.~~

7. THE EMERGENCY EASEMENT

The following provisions shall apply to the Emergency Easement:

7.1 The Grantee and Other Authorised Persons have the right, in common with the Grantor, to pass and repass in the case of fire or other emergencies:

- (a) on foot; and
- (b) with motor and other vehicles laden and unladen, machinery and instruments of any kind for all purposes connected with the use and enjoyment of the Dominant Land over and along the Emergency Easement area.

7.2 The Grantor shall be responsible for the maintenance of the emergency easement area in good, clean order, repair and condition.

7.3 The Grantor shall have the right to cancel this easement by notice in writing to the Grantee if at any time the Downtown Carpark Site ceases to be used principally as a carparking building and upon receipt of such notice of cancellation the Grantee will execute a registrable surrender form of the Emergency Easement and produce all titles and instruments to enable such surrender to be registered.

8. THE PROJECTION EASEMENTS

The following provisions shall apply to the First Projection Easement and the Second Projection Easement:

8.1 The Grantee has the right to maintain and keep within the First Projection Easement Area the sign, airconditioning units and the facade of eaves which encroach into this area at the date of this easement certificate.

8.2 The Grantee has the right to maintain and keep within the Second Projection Easement Area the facade of eaves which encroach into this area at the date of this easement certificate.

8.3 The Grantor has the right to cancel this First Projection Easement and the Second Projection Easement at the time the existing carpark building on the Downtown Carpark Site is demolished or refurbished to such an extent that the First Projection Easement and the Second Projection Easement are no longer necessary.

9. THE ELECTRICITY EASEMENT

The following provisions shall apply to the Electricity Easement:

9.1 The Grantee and other persons authorised have the right to lead and convey electricity and electric impulses without interruption or impediment from the public street adjoining the Servient Tenement by means of conduits, cables or pipes laid or to be laid under surface of the soil through the soil of the Electricity Easement area to the Dominant Tenement and to maintain in the area marked "M" on Deposited Plan 173192 such transmission equipment as is necessary for the efficient running of the supply of electricity through the electricity easement area to the Downtown Carpark Site.

9.2 The Grantee shall be responsible for:

- (a) the installation of the energy supply;
- (b) the repair and maintenance of the energy supply so as to keep the same in good order and condition and to prevent the same becoming a danger or nuisance; and
- (c) the cost of any repair or reinstatement to the electricity easement area (including resurfacing) if work is undertaken in this area.

9.3 The Grantor agrees that if required by the Grantee or the relevant supplier of electricity in the area that it will grant an easement in usual form (including a relocation clause to facilitate any redevelopment of the Travelodge Site) in favour of the Grantee or the relevant supplier to give effect to this easement.

10. RESOLUTION OF DISPUTES

10.1 If any dispute or difference arises between the parties in any way arising out of or in connection with this agreement, either party may give written notice of its intention to refer such dispute or difference to mediation.

10.2 If a request to mediate is made then the parties shall endeavour to agree on a mediator and shall submit the matter in dispute to the mediator. The mediator shall discuss the matter with the parties (separately or jointly in the discretion of the mediator) and endeavour to resolve it by their agreement. All discussions in the mediation shall be without prejudice and shall not be referred to in any later proceedings. The parties shall bear their own costs in the mediation and shall each pay half the costs of the mediator.

10.3 Where:

10.3.1 a notice of mediation is not served; or

10.3.2 the parties have agreed upon mediation but have been unable within seven days of such agreement to agree upon a mediator; or

10.3.3 no agreement has been reached in mediation within two months of the service of the notice of mediation, or within such further time as the parties may agree;

then the matter in dispute may be referred to arbitration upon the service of a notice of intention to commence arbitration and the arbitration shall be governed by the Arbitration Act 1908 except to the extent modified by this agreement.

10.4 The arbitration shall be by a single arbitrator. If the parties cannot agree upon an arbitrator within seven days of the notice of intention to commence arbitration, either party may request the president of the Arbitrator Institute of New Zealand Incorporated to appoint a sole arbitrator. Either party may request the appointment of an assessor to sit with the arbitrator by any such assessor shall have an advisory role and shall not have the authority to make a binding decision. If the parties cannot agree within a reasonable time to agree upon an assessor then the arbitrator may appoint an assessor.

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

(SEE ANNEXED PAGES)

Dated this 21st day of June 1976

~~Signature of the Mayor~~
THE COMMON SEAL of THE AUCKLAND CITY

COUNCIL was affixed

in the presence of

~~Signature of the Mayor~~

(Deputy) Mayor

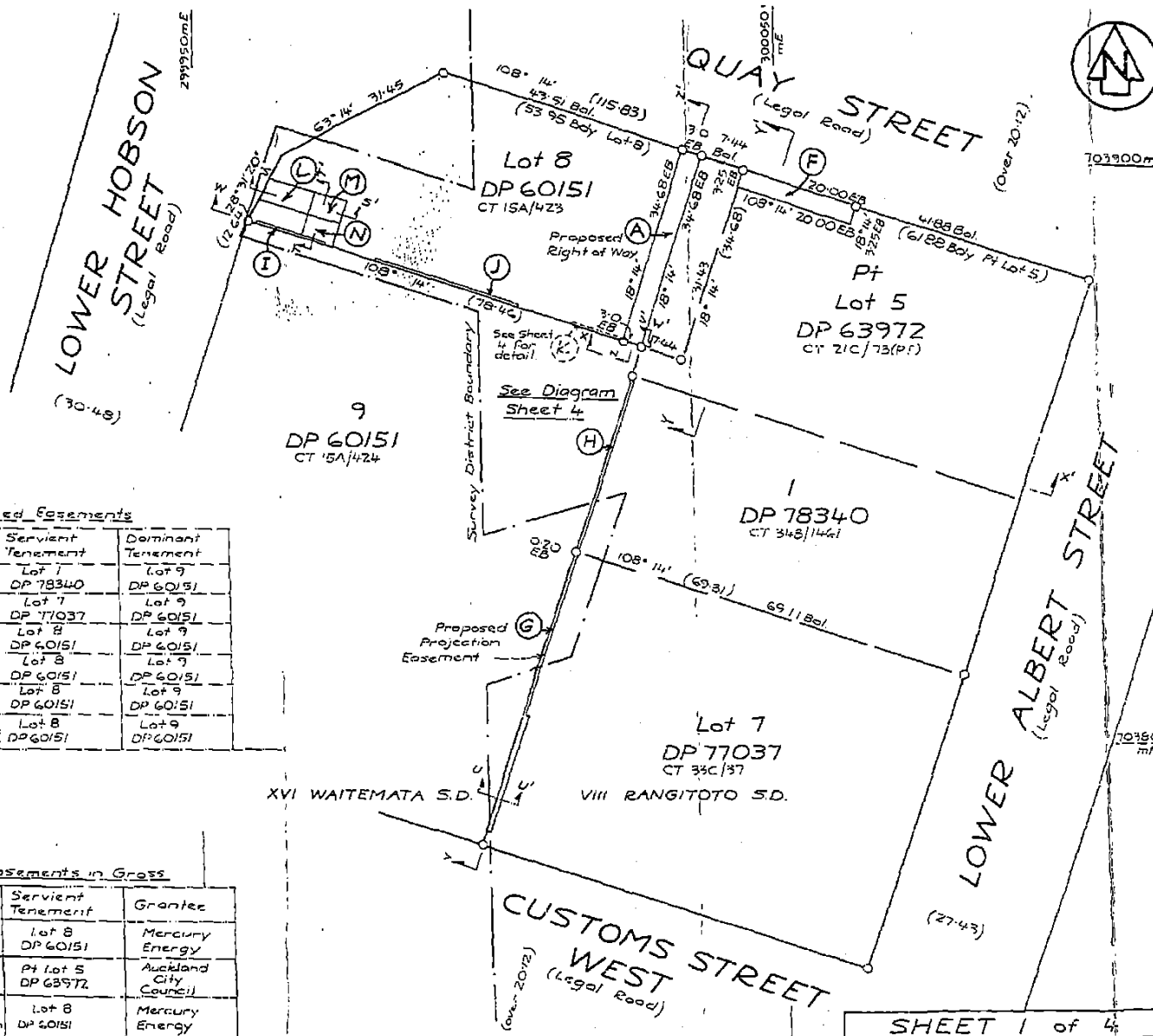
~~Signature of the Mayor~~

M. G. Smith

City Secretary

~~Signature of the Mayor~~





Proposed Easements

Shown	Purpose	Servient Tenement	Dominant Tenement
(H)	Projection	Lot 7 DP 78340	Lot 9 DP 60151
(G)	Projection	Lot 7 DP 71037	Lot 9 DP 60151
(A)	Right of Way	Lot 8 DP 60151	Lot 9 DP 60151
(J) (K) (L)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(M) (N)	Power Cable	Lot 8 DP 60151	Lot 9 DP 60151
(O)	Power Transmission	Lot 8 DP 60151	Lot 9 DP 60151

Proposed Easements in Gross

Shown	Purpose	Servient Tenement	Grantee
(L) & (N)	Power Cable	Lot 8 DP 60151	Mercury Energy
(E)	Support	Pt Lot 5 DP 63972	Auckland City Council
	River Transmission	Lot 8 DP 60151	Mercury Energy

1/11/95
 1/11/95
 1/11/95
 RECORD MAP No

PLAN OF EASEMENTS OVER
 LOT 8 DP 60151, LOT 5 DP 63972,
 LOTS 1 & 2 DP 78340 & LOT 7 DP 77037

TERRITORIAL AUTHORITY AUCKLAND CITY
 Surveyed by Yeoman & Assoc Ltd
 Scale 1:500 Date November 1995

Approvals
 Pursuant to a resolution of the Auckland City Council passed on the 21st day of February 1996 approving pursuant to Section 348 of the Local Government Act 1974 the right of way shown hereon, the Common Seal of the Auckland City Council was affixed hereto in the presence of:

M. A. Skelton
 Acting City Secretary
[Signature]
 Team Leader Subdivision Consents

ACC N° E4325/100
 Approved:
 Approved by the Auckland City Council on the 2nd day of March 1996. The Common Seal of the Auckland City Council is affixed hereto in the presence of:

[Signature]
 Mayor
[Signature]
 City Secretary
 Registered Owner

Total Area
 Comprised in P.C.S.T. 15A/423, 21C/73, 34B/1461 & 33C/37

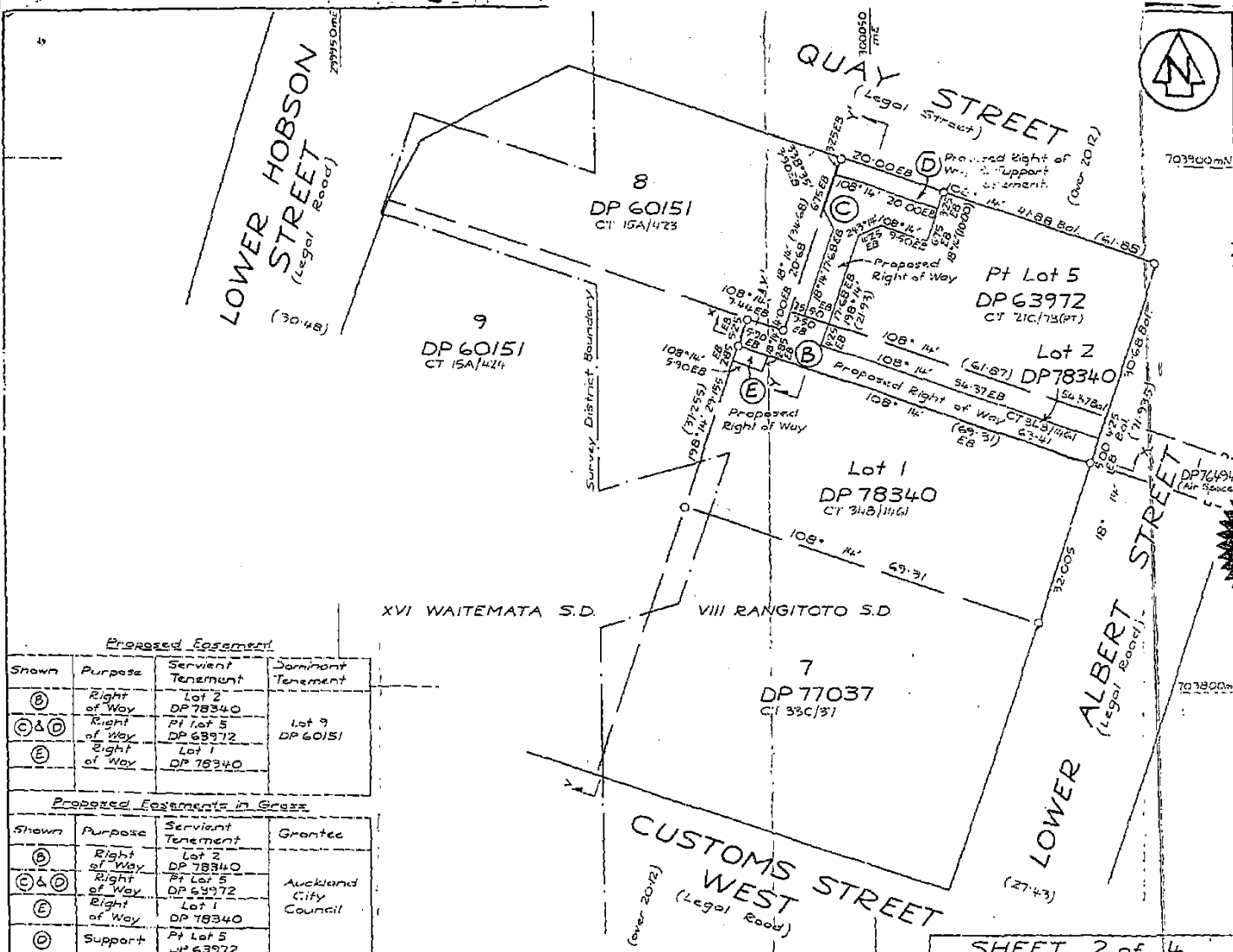
I, John Haslop, Yeoman of Auckland, Registered Surveyor and holder of an annual practising certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1980 hereby certify that this plan has been made from surveys conducted by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
 Dated at Auckland this 24th day of November 1995
 Signature *[Signature]*

Field Book p. Traverse Book p.
 Reference Plans
 Examined Correct *[Signature]*

Approved as to Survey
 12.15.1996
 Chief Surveyor

Deposited this 7th day of June 1996
 District Land Registrar

DP 173192



Approvals
 Pursuant to a resolution of the Auckland City Council passed on the 27th day of February 1996 approving pursuant to Section 154B of the Local Government Act 1974 the right of way shown hereon, the Common Seal of the Auckland City Council was affixed hereto in the presence of:

[Signature]
 Acting City Secretary

[Signature]
 Team Leader Subdivision Consents

ACC No 64928/1 (3)
APPROVED:
 Approved by the Auckland City Council on the 27th day of February 1996. The Common Seal of the Auckland City Council is affixed hereto in the presence of:

[Signature]
 Mayor

[Signature]
 City Secretary

[Signature]
 Registrar of Owners

Total Area
 Comprised in P.C. CT 15A/423, 21C/173, 34B/1161 & 33C/37

I, John H. H. Yeoman, of Auckland, Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986 hereby certify that this plan has been made from surveys conducted by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof. Dated at Auckland this 24th day of November 1995. *[Signature]*

Field Book p. Reverse Book p.
 Reference Plans
 Examined Correct

Approved as to Survey
 27.11.95 Chief Surveyor

Deposited this 27th day of March 1996
[Signature]
 District Land Registrar

4593-7
 Received 11 MAR 1996
 DP 173192

Proposed Easement

Shown	Purpose	Servient Tenement	Dominant Tenement
ⓑ	Right of Way	Lot 2 DP 78340	
ⓐ & ⓐ	Right of Way	Pt Lot 5 DP 63972	Lot 9 DP 60151
ⓔ	Right of Way	Lot 1 DP 78340	

Proposed Easements in Gross

Shown	Purpose	Servient Tenement	Grantee
ⓑ	Right of Way	Lot 2 DP 78340	
ⓐ & ⓐ	Right of Way	DP 63972	Auckland City Council
ⓔ	Right of Way	Lot 1 DP 78340	
ⓐ	Support	Pt Lot 5 DP 63972	

LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK. & DIST. XVI WAITEMATA & VIII RANGITOTO
 NZMS 261 SH1 RECORD MAP No

PLAN OF EASEMENTS OVER
 LOT 8 DP 60151, LOT 5 DP 63972,
 LOTS 1 & 2 DP 78340 & LOT 7 DP 77037

TERRITORIAL AUTHORITY AUCKLAND CITY
 Surveyed by Yeoman & Assoc Ltd
 Scale 1:500 Date November 1995

ACE APPROVED LM 5/105

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

Ellis Gould

Barristers & Solicitors

Level 31
Coopers & Lybrand Tower
23-29 Albert Street
AUCKLAND
NEW ZEALAND

Telephone 09-307 2172
P.O. Box 1509
Faxes:
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Commercial 09-309 9449
Litigation 09-358 5215
DX CP22003

Partners

Peter David Ellis
John Keith Radley
Russell Ernest Bartlett
David Robert Bigio
Keith Jack Harvey Wong
Douglas Andrew Allan

Consultant

Julie Gaye Goodyer

9 September 1996

District Land Registrar
AUCKLAND

Wally, please accept
this easement. *WTC*
Det

Registration - Auckland City Council - AMP Perpetual Trustee Company Ltd

We have dealt with all your rejection requirements apart from requirement number 4, which we read as saying -

"We are unable to register projection easements. It appears by your definition that the said easement is an encroachment easement. Therefore an encroachment easement can only be registered if it is an easement of support. Delete reference to projection easement in your schedule of easement certificate and in your explanation page 12 and 13. Also delete support easement explanations - pages 10, 11 and 12 as it doesn't relate to schedule."


We do not agree that the projection easement is not registerable. It is in effect a form of encroachment although normally encroachment refers to an inadvertent or unintentional encroachment onto an adjoining property owned by another owner whereas, in this case, at the time the structures in question were built the ownership of the land was in the same person. However, the structures in the easement area are encroaching on to the land in the adjoining title.

In any event we know of no authority that supports your proposition that an encroachment easement can only be registered if it is an easement of support. If this is still your position please advise your authority.

It is generally accepted that the class of easements is not closed and provided the easement fulfils the criteria the easement can be created. In this case we are of the opinion that the projection easement fulfils all the recognised criteria for establishment of an easement. It is defined as required by you on plan 173192 and there is no justification whatsoever for your statement that it can only be registered if it is an easement of support.

Please accept the documents for registration.

Yours faithfully
ELLIS GOULD

A handwritten signature in black ink, appearing to read 'P D Ellis', with a large, stylized initial 'P'.

P D Ellis

corf17

D047202-1

1. Rights and powers:

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.

- I. The following rights and powers shall apply to the right of way created by this Certificate in substitution for the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952:

The full, free uninterrupted and unrestricted right liberty and privilege for the grantee its servants tenants agents workmen licensees and invitees in common with the grantor and those authorised by the grantor pending the grant of any lease of all or part of Lot 7 Deposited Plan 77037 and thereafter in common with such lessee and his servants tenants agents workmen licensees and invitees from time to time and at all times by day and by night to go pass and repass with or without vehicles, motor vehicles, machinery and implements of any kind over and along the land over which the right of way is created but subject to the terms conditions and restrictions herein appearing.

- II. The following rights and powers shall apply to the easement of right to drain water created by this Certificate:

The full, free uninterrupted and unrestricted right liberty and privilege for the grantee and its and their tenants to construct and maintain grease traps in the land over which the easement is created and to drain and discharge water and other fluids and waste material to such grease traps.

- III. The following rights and powers shall apply to the easement of support created by this Certificate:

The full, free uninterrupted and unrestricted right liberty privilege for the grantee to support that part of the building constructed on the dominant tenement by attaching the same to the corbels and columns of the building now erected or any building hereafter erected in substitution thereof on the servient tenement in the position and in the manner shown on the said Deposited Plan and marked (C) and also by constructing using and maintaining tie beams beneath the surface of the ground in the positions shown on the said Deposited Plan and marked (D) and (E) and such rights shall subsist as an easement appurtenant to the dominant tenement but shall lapse and be surrendered in the event of demolition or destruction of the building on the dominant tenement unless the registered proprietor of the freehold of that land or any lessee thereof rebuilds or reinstates the building on the dominant tenement or the part thereof using such rights within three years from the date of demolition or destruction.

WE,

JOCK SAWYERS PORTEOUS

and

PAUL ALLAN RANDALL

both of

the City of Wellington, Life Assurance Officers, solemnly and sincerely declare:-

1. That we are respectively **ASSISTANT INVESTMENTS MANAGER**
 and **A.M.P. DISCOUNT MANAGER** for New Zealand of the
 Australian Mutual Provident Society and as such are Attorneys in New Zealand for the
 said Society pursuant to the provisions of a Power of Attorney under the Seal of the said
 Society dated at Sydney in Australia the 13th day of June, 1973 in favour of the Manager
 for New Zealand of the said Society for the time being the Deputy Manager for New Zealand
 of the said Society for the time being the Investments Manager for New Zealand of the
 said Society for the time being the Property Manager for New Zealand of the said Society
 for the time being the Assistant Investments Manager for New Zealand of the said Society
 for the time being the A.M.P. Discount Manager for New Zealand of the said Society for
 the time being the Accountant for New Zealand of the said Society for the time being the
 Sub-Managers Ordinary Policy Division for New Zealand of the said Society for the time
 being the Assistant Superannuation Manager for New Zealand of the said Society for the
 time being a copy of which said Power of Attorney is deposited in the following Land
 Transfer Offices under the following numbers namely:-

Office:	Number:	Office:	Number:
Auckland	A.145460	Hokitika	44220
Blenheim	72484	Invercargill	272788
Christchurch	923208	Napier	285857
Dunedin	408837	Nelson	151140
Gisborne	109619	New Plymouth	205166
Hamilton	S.619176	Wellington	986263

2. THAT acting under and by virtue of the powers contained in the said Power of Attorney we have signed or executed the annexed Consent to Easement Certificate as lessee under Lease A595557 on behalf of the said Society.

3. THAT we have received no notice actual or constructive of the revocation of the said Power of Attorney either through the winding-up of the said Society or otherwise.

AND WE SEVERALLY MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

SEVERALLY DECLARED at the
 City of Wellington this *first*
 day of *July*
 before me:

Jock Sawyers Porteous
Paul Allan Randall

[Signature]
 of New Zealand.
 New Zealand.

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

I. Terms conditions covenants or restrictions of the right of way easement created by this Certificate:

- (a) The easement of right of way shall be limited so that it does not extend below or above the reduced levels shown at sections A-A, B-B, C-C and D-D on the said Deposited Plan 78340.
- (b) The grantee agrees to allow reasonable interference with the rights herein granted during demolition of any building on the servient land and during any new building operations thereon and also as may reasonably be necessary for repair and maintenance operations to buildings on the land adjoining the right of way providing that the grantee shall not thereby be deprived of access over the right of way.
- (c) The parties using the right of way from time to time shall do so in a proper manner and control the safe and orderly movement of pedestrian and vehicular traffic thereon and save as provided herein shall not obstruct the same and shall form and thereafter maintain and keep the right of way in good repair and cleaned and the costs thereof shall be borne equitably between the parties using the right of way on the basis of their respective usage and any dispute in that connection shall be decided by arbitration in accordance with the Arbitration Act 1908 PROVIDED ALWAYS that the Auckland Harbour Board shall have no liability for such costs unless it is actually using the right of way.

II. Terms conditions covenants or restrictions in respect of the easement to drain water created by this Certificate:

The grantee shall construct such grease traps in a proper and workmanlike manner and in accordance with the requirements of the appropriate authorities and so that the surface thereof is flush with the surface of the right of way hereby created and is capable of bearing traffic using the right of way and shall thereafter at all times and at the grantee's expense maintain and repair the grease traps and keep the same cleansed and in a sanitary condition and shall not except for essential repairs obstruct the said right of way in or by its use of the said grease traps.

III. Terms conditions covenants or restrictions in respect of the easement of support created by this Certificate:

- (a) The grantor does not warrant the safety or effectiveness of the support afforded by the building on the servient tenement but shall not hereafter do or permit to be done to the said building anything whereby the support as now afforded thereby shall be in any way altered or rendered unsafe or unstable PROVIDED THAT destruction or damage of the said support occurring by fire earthquake or any other accidental cause whatsoever shall not be deemed a breach of this covenant by the grantor AND PROVIDED FURTHER THAT this clause shall not prevent redevelopment or rebuilding on the servient land provided that during such operations and thereafter satisfactory alternative means of support approved by the grantee are provided at all times.
- (b) The grantee in its use of the said support shall not injure endanger or affect the stability or safety of the building on the servient land and shall indemnify the grantor against all damage to the said building arising from the exercise of the rights hereby granted.
- ~~(c) Destruction or damage to the building on the servient land shall not terminate the rights hereby granted~~ and the grantee shall have the right to continue to use such support and at its expense to repair and reinstate so much of the said building as is necessary for that purpose.
- (d) The grantee shall have the right from time to time and at all reasonable times and after giving reasonable notice to the lessee and other occupiers of the servient tenement affected to enter upon the servient tenement with or without architects engineers contractors or workmen for the purposes of inspecting the said support or any part or parts thereof and to do all things which may appear reasonably necessary for the maintenance and repair thereof PROVIDED THAT all such inspections and works carried out pursuant to this clause shall be carried out in such a manner as shall cause the least inconvenience to such lessee and other occupiers and where possible outside normal business hours AND PROVIDED FURTHER THAT the grantee shall compensate such lessee and other occupiers aforesaid for any damage or loss suffered by them as a result of such inspections or other works.

Dated this 1st day of July 1976

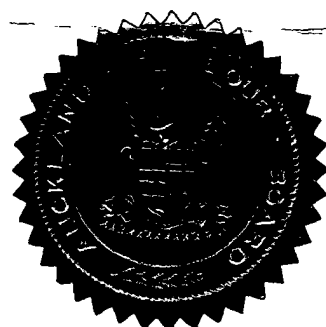
THE COMMON SEAL of THE AUCKLAND HARBOUR BOARD

was hereto affixed by order of the Board in the presence of

Witness: [Signature] Chairman

Witness: [Signature] Member

Witness: [Signature] Secretary



621087.3 EC

No.

Correct for the purposes of the Land Transfer Act.

EASEMENT CERTIFICATE

Albany
(Solicitor for) the Registered Proprietor

situated in

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN
EASEMENTS BY SECTION 90D OF THE LAND TRANSFER ACT 1952

"1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

"2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

"4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

- (a) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes;
- (b) Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;
- (c) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired."

PARTICULARS entered in Register Book

Vol. Folio

the

at o'clock.

District Land Registrar
Assistant
of the District of

THE AUSTRALIAN MUTUAL PROVIDENT SOCIETY as lessee of the servient tenement being part Lot 5 Deposited Plan 63972 under Memorandum of Lease A 593557 DOTH HEREBY CONSENT to the foregoing easements created by this Certificate as they affect that land.

DATED the first day of July 1976.

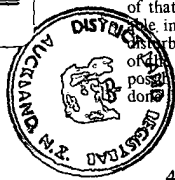
SIGNED by THE AUSTRALIAN MUTUAL PROVIDENT SOCIETY as lessee by its attorneys UCK SAWYERS PORTER and PAUL ALLAN RANDALL in the presence of:

P. J. P. Valuer Wellington

LAND & DEEDS	
Nature:	Easement-Certificate
Firm:	
Date:	
Time:	
Fee:	\$
Abstract No.	



26012
124 BOS 05



RUSSELL MCV EAGH MCKENZIE BARTLEET & CO
SOLICITORS
AUCKLAND

621087.3

Handwritten notes and stamps: 10 9 30 414 075, 34 8 1461 230137, 6:10 87, LTI1, LTD, 5/5/78

859774.1 TE

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

[New Zealand


Under the Land Transfer Act, 1952

Transfer Creating Electricity Easement

WHEREAS THE AUCKLAND HARBOUR BOARD

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

subject however to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in those parcels of land situated in the Land District of North Auckland containing FIRST 3704 square metres more or less being Lot 7 Deposited Plan 77037 and being all the land contained in Certificate of Title 33C/37 subject as to parts to the provisions of The Auckland Harbour Board Control Area Properties Redevelopment Act 1965 and subject to right-of-way and Drainage Rights in Easement Certificate 621087.3 created by Lease 379990.1 and subject to Lease 379990.1 AND SECONDLY 2218 square metres more or less being Lot 1 Deposited Plan 78340 and that parcel of air space containing 611 square metres more or less lying between the elevations shown on Deposited Plan 78340 and being Lot 2 on the said plan and being all the estates contained and described in Certificate of Title 34B/1461 (North Auckland Registry) together with appurtenant right-of-way created by Lease A593557 and Easement Certificate A593556 subject in parts to the provisions of The Auckland Harbour Board Central Area Properties Redevelopment Act 1965 and to right-of-way, right to drain and easement of support in Easement Certificate 621087.3 created by Lease 621097.4 and subject to Lease 621087.4



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 1978 (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 (10c) (if demanded) the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantee an easement in gross of right of way over those portions of the said land marked "D", "E" and "F" and over that portion of the air space marked "C" on Deposited Plan 90196 for the purpose of access for repair maintenance and replacement of the Grantee's installations thereon AND the Grantor DOETH 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 through those portions of the air space marked "A", "B" and "C" and under that portion of the said land marked "D" on Deposited Plan number 90196

AND FOR THAT PURPOSE the Grantee its servants workmen and agents with tools and equipment may from time to time and at all times as occasion shall require enter upon the air spaces marked "A", "B" and "C" and those portions of the said land marked "D", "E" and "F" and such other areas surrounding the same as may be necessary or convenient and construct, equip, maintain, repair, alter, renew and operate in the said air spaces marked "A" and "B" such distribution substations and the machinery and equipment associated therewith as the Grantee may from time to time require and lay, maintain, repair, alter and renew through the said parcel of land marked "D" and through the said air space marked "C" electric cables or other conducting media

PROVIDED THAT the Grantee shall do as little damage as possible to any building on the aforesaid land and shall make good and repair any such damage in a proper and workmanlike manner

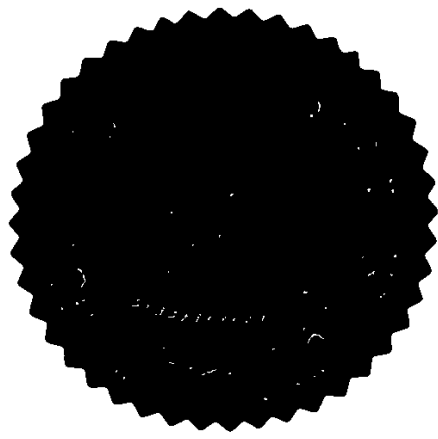
AND PROVIDED ALSO that any opening in the surface of such land shall be filled in by the Grantee as soon as possible after the necessary work for which such opening was made has been completed and the surface levelled off and resurfaced if necessary in a proper and workmanlike manner to restore it to the condition it was in prior to the work being done

AND THE GRANTOR COVENANTS WITH THE GRANTEE that the Grantor will not at any time hereafter do or 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 PROVIDED THAT the Grantee acknowledges that the Grantor shall have no absolute obligation to replace any buildings destroyed by fire or other cause so as to enable continued use of the easements granted in their present form AND further that in the event of the Grantor wishing to redevelop or reconstruct any buildings on land which may be affected by the easements granted the Grantee will consult with the Grantor and provided that reasonable alternative arrangements can be made bearing in mind the obligations of the Grantee to provide electric power reticulation and service to buildings in the area the Grantee will surrender this grant of easement to the extent that may be necessary or desirable upon receiving from the Grantor or any other person affected such further grant of easement on such terms and conditions as may be appropriate to give effect to such alternative arrangement AND the Grantor will allow the Grantee adequate time to remove, alter or instal any of its machinery or equipment as may be necessary in accordance with those arrangements.

The image shows two handwritten signatures in black ink. The signature on the left is a large, stylized cursive 'S'. The signature on the right is a smaller, more complex cursive signature, possibly 'S.P.' or similar, with a large loop at the end.

IN WITNESS WHEREOF these presents have been executed this 30 day of June, 1980

THE COMMON SEAL of the AUCKLAND HARBOUR BOARD was hereunto affixed at a meeting of the said Board in the presence of:-)



[Signature] CHAIRMAN
[Signature] MEMBER
[Signature] SECRETARY

AUSTRALIAN MUTUAL PROVIDENT SOCIETY the Lessee of the land first herein described under and by virtue of Memorandum of Lease 379990.1 DOTH HEREBY CONSENT to the within written grant.
DATED this 23 day of May, 1980.

SIGNED by AUSTRALIAN MUTUAL PROVIDENT SOCIETY by its Attorneys)
GUY OWEN GARLAND)
EDWARD GRAHAM HAMBLING)
in the presence of:-)

Australian Mutual Provident Society
by its Attorneys:
[Signature]
[Signature]

[Signature]
[Signature]
Wellington

FLETCHER-MAINLINE DOWNTOWN LIMITED the Lessee of the land secondly herein described under and by virtue of Memorandum of Lease 621087.4 DOTH HEREBY CONSENT to the within written grant.
DATED this 18 day of April, 1980.

THE COMMON SEAL of FLETCHER-MAINLINE DOWNTOWN LIMITED was hereunto affixed in the presence of:-)



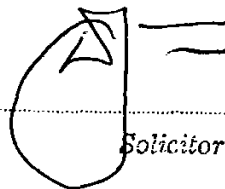
[Signature] DIRECTOR
[Signature] Secretary.

NO:

Correct for the purposes of the Land Transfer Act.

TRANSFER CREATING ELECTRICITY
EASEMENT

THE AUCKLAND HARBOUR BOARD, Grantor
AUCKLAND ELECTRIC POWER BOARD, Grantee



Solicitor for the Grantee

59/2
12/21

XRP_0036981

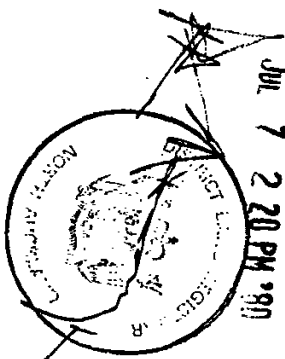


26444
125 1902 03

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.

33c/37
348/1461



DISTRICT LAND REGISTRY
AUCKLAND NO. 3

859774



NICHOLSON, GRISBIM, & CO.
SOLICITORS,
AUCKLAND.

859774.1 TE

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

[New Zealand

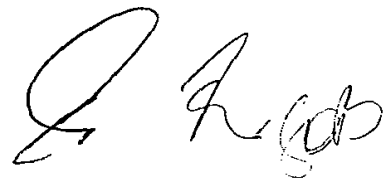
Under the Land Transfer Act, 1952

Transfer Creating Electricity Easement

WHEREAS THE AUCKLAND HARBOUR BOARD

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

subject however to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in those parcels of land situated in the Land District of North Auckland containing FIRST 3704 square metres more or less being Lot 7 Deposited Plan 77037 and being all the land contained in Certificate of Title 33C/37 subject as to parts to the provisions of The Auckland Harbour Board Control Area Properties Redevelopment Act 1965 and subject to right-of-way and Drainage Rights in Easement Certificate 621087.3 created by Lease 379990.1 and subject to Lease 379920.1 AND SECONDLY 2218 square metres more or less being Lot 1 Deposited Plan 78340 and that parcel of air space containing 511 square metres more or less lying between the elevations shown on Deposited Plan 78340 and being Lot 2 on the said plan and being all the estates contained and described in Certificate of Title 34B/1461 (North Auckland Registry) together with appurtenant right-of-way created by Lease A593557 and Easement Certificate A593556 subject in parts to the provisions of The Auckland Harbour Board Central Area Properties Redevelopment Act 1965 and to right-of-way, right to drain and easement of support in Easement Certificate 621087.3 created by Lease 621087.4 and subject to Lease 621087.4



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 1978 (hereinafter called "the Grantee") the rights, interests and licences in respect of the said land hereinafter set forth

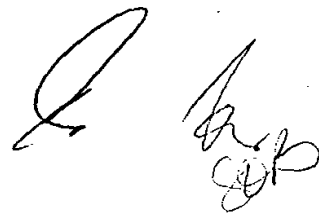
NOW THEREFORE IN CONSIDERATION of the sum of Ten cents (10c) (if demanded) the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantee an easement in gross of right of way over those portions of the said land marked "D", "E" and "F" and over that portion of the air space marked "C" on Deposited Plan 90196 for the purpose of access for repair maintenance and replacement of the Grantee's installations thereon AND the Grantor DOETH 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 through those portions of the air space marked "A", "B" and "C" and under that portion of the said land marked "D" on Deposited Plan number 90196

AND FOR THAT PURPOSE the Grantee its servants workmen and agents with tools and equipment may from time to time and at all times as occasion shall require enter upon the air spaces marked "A", "B" and "C" and those portions of the said land marked "D", "E" and "F" and such other areas surrounding the same as may be necessary or convenient and construct, equip, maintain, repair, alter, renew and operate in the said air spaces marked "A" and "B" such distribution substations and the machinery and equipment associated therewith as the Grantee may from time to time require and lay, maintain, repair, alter and renew through the said parcel of land marked "D" and through the said air space marked "C" electric cables or other conducting media

PROVIDED THAT the Grantee shall do as little damage as possible to any building on the aforesaid land and shall make good and repair any such damage in a proper and workmanlike manner

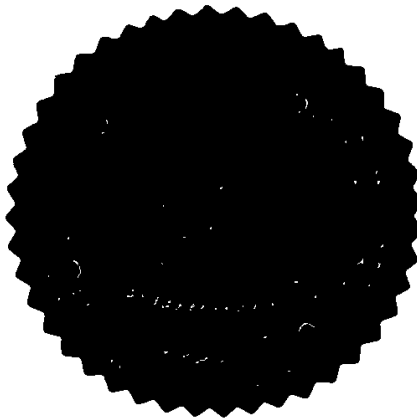
AND PROVIDED ALSO that any opening in the surface of such land shall be filled in by the Grantee as soon as possible after the necessary work for which such opening was made has been completed and the surface levelled off and resurfaced if necessary in a proper and workmanlike manner to restore it to the condition it was in prior to the work being done

AND THE GRANTOR COVENANTS WITH THE GRANTEE that the Grantor will not at any time hereafter do or 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 PROVIDED THAT the Grantee acknowledges that the Grantor shall have no absolute obligation to replace any buildings destroyed by fire or other cause so as to enable continued use of the easements granted in their present form AND further that in the event of the Grantor wishing to redevelop or reconstruct any buildings on land which may be affected by the easements granted the Grantee will consult with the Grantor and provided that reasonable alternative arrangements can be made bearing in mind the obligations of the Grantee to provide electric power reticulation and service to buildings in the area the Grantee will surrender this grant of easement to the extent that may be necessary or desirable upon receiving from the Grantor or any other person affected such further grant of easement on such terms and conditions as may be appropriate to give effect to such alternative arrangement AND the Grantor will allow the Grantee adequate time to remove, alter or instal any of its machinery or equipment as may be necessary in accordance with those arrangements.



IN WITNESS WHEREOF these presents have been executed this 30 day of June, 1980

THE COMMON SEAL of the AUCKLAND HARBOUR BOARD was hereunto affixed at a meeting of the said Board in the presence of:-



[Signature] CHAIRMAN
[Signature] MEMBER
[Signature] SECRETARY

AUSTRALIAN MUTUAL PROVIDENT SOCIETY the Lessee of the land first herein described under and by virtue of Memorandum of Lease 379990.1 DOTH HEREBY CONSENT to the within written grant.

DATED this 23rd day of May, 1980.

SIGNED by AUSTRALIAN MUTUAL PROVIDENT SOCIETY by its Attorneys)
GUY OWEN GARLAND)
EDWARD GRANTHAM HAMBLING)
in the presence of:-)

Australian Mutual Provident Society
by its Attorneys:

[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

FLETCHER-MAINLINE DOWNTOWN LIMITED the Lessee of the land secondly herein described under and by virtue of Memorandum of Lease 621087.4 DOTH HEREBY CONSENT to the within written grant.

DATED this 18th day of April, 1980.

THE COMMON SEAL of FLETCHER-MAINLINE DOWNTOWN LIMITED was hereunto affixed in the presence of:-

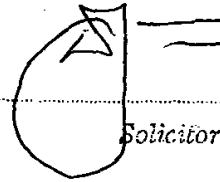


[Signature] DIRECTOR
[Signature] Secretary.

Correct for the purposes of the Land Transfer Act.

TRANSFER CREATING ELECTRICITY
EASEMENT

THE AUCKLAND HARBOUR BOARD Grantor
AUCKLAND ELECTRIC POWER BOARD, Grantee



Solicitor for the Grantee

17 5/65

XRP_0036981

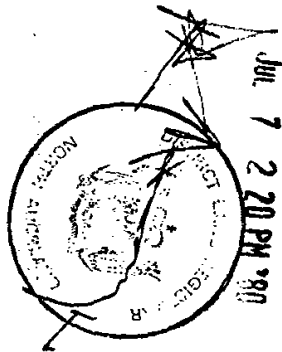


26444
125/102 03

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.

334/37
348/1461



DISTRICT LAND REGISTRY
AUCKLAND NO. 3

859774



NICHOLSON, GIBBIN, & CO.
SOLICITORS,
AUCKLAND.

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

TRANSFER
Land Transfer Act 1952

TE 6582553.2 Transfer
Cpy - 01/01, Pgs - 006, 22/09/05, 08:44
DocID: 312126828

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: 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*

NA33C/37

All

-

Transferor Surnames must be underlined or in CAPITALS

AMP NZ OFFICE QUAY TOWER LIMITED

Transferee Surnames must be underlined or in CAPITALS

VECTOR LIMITED

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

Electricity easement in gross for electricity cables and access purposes over the area marked "A" on DP313894 (continued on the Annexure Schedules)

Consideration

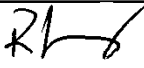
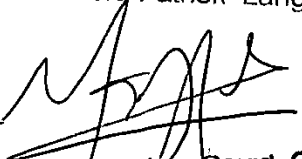
\$1.00 on receipt of which sum is acknowledged

Operative Clause

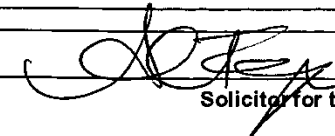
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 28th day of July 2005

Attestation

 Robert Patrick Lang	Signed in my presence by the Transferor Signature of Witness
 Murray Ian David Gribben	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
Signature, or common seal of Transferor	Witness name
	Occupation
	Address

Certified correct for the purposes of the Land Transfer Act 1952


Solicitor for the Transferee

Annexure Schedule



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

Transfer

Dated 28-7-2005

Page 1 of 3 Pages

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

1. DEFINITIONS AND INTERPRETATION

In this memorandum unless the context otherwise requires:

- (a) **"Equipment"** includes all pipes, ducting, cables and conducting media, transformers and all other equipment which is situated on, over or under the Permitted Area or which the Transferee requires to place on, over or under the Permitted Area.
- (b) **"Land"** is the land comprised and described in certificate of title NA33C/37 (North Auckland Registry).
- (c) **"Permitted Area"** means that part of the Land marked "A" on the Plan.
- (d) **"Permitted Use"** is for the transmission and conducting of electric current or for any other purpose reasonably required by the Transferee for the purposes of its business.
- (e) **"Plan"** is deposited plan 313894.
- (f) **"Rights"** are the full, free, uninterrupted and unrestricted ability and licence at all times to go on, over and under the Land to enter the Permitted Area with or without vehicles, tools or machinery to:
 - (i) undertake Works; and
 - (ii) use the Equipment.
- (g) **"Works"** means constructing, laying, equipping, maintaining, inspecting, repairing, altering, renewing, replacing (with or without something substantially similar), upgrading, adding to, removing and operating the Equipment or any other works including but not limited to excavating trenches in which the Equipment will be placed, required to be undertaken by the Transferee in order that it may use the Permitted Area for the Permitted Use.
- (h) headings are included for convenience only and do not affect the interpretation of this memorandum.
- (i) words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.

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

Annexure Schedule



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

Transfer

Dated 28-7-2005

Page 2 of 3 Pages

- (j) reference to the Transferee and Transferor is deemed to be a reference also to the Transferee's and Transferor's employees, workmen, engineers and agents.
- (k) reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.
- (l) references to the parties includes reference to the parties' successors in title and assigns.

2. GRANT

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

3. TRANSFEEE'S OBLIGATIONS

The Transferee shall:

- (a) in undertaking any Works cause as little damage as possible to the Land and to the Building and as little inconvenience as possible to the Transferor; and
- (b) following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land and restore the land to its former condition as soon as possible after the Works have been completed.

4. TRANSFEROR'S OBLIGATIONS

4.1 The Transferor shall not:

- (a) place or allow to be placed any buildings or other erections on the Permitted Area; or
- (b) allow any tree or shrub to grow on the Permitted Area; or
- (c) permit to be done any act on the Land or in the Building that interferes with or affects the Permitted Use or the exercise by the Transferee of the Rights; or

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. 1995/1003EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Buddle Findlay Solicitors DX CP24024 AUCKLAND

Auckland District Law Society
REF: 4130 /2

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

TRANSFER
Land Transfer Act 1952

TE 6582569.2 Transfer

Cpy - 01/01, Pgs - 006, 22/09/05, 08:45



DocID: 312125838

If there is not enough space in any of the panels below, the two page form incorpor
the Annexure Schedule should be used: no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No.

128C/787

All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

All

-

Transferor Surnames must be underlined or in CAPITALS

AMP NZ OFFICE WATERFRONT TOWER LIMITED

Transferee Surnames must be underlined or in CAPITALS

VECTOR LIMITED

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

**Electricity easement in gross for electricity cables and access over the areas marked "B", "C" and "E"
on DP313894 and for electricity purposes over the area marked "D" on DP313894 (continued on the
Annexure Schedules)**

Consideration


\$1.00 the receipt of which sum is acknowledged

Operative Clause

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

Dated this **28th** day of **July 2005**

Attestation


Robert Patrick Lang

Signed in my presence by the Transferor
Signature of Witness

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

Witness name

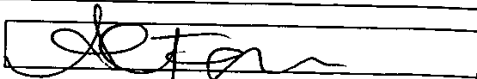
Occupation

Address


Murray Ian David Gribben

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952


Solicitor for the Transferee

Annexure Schedule



Insert below

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

Transfer

Dated 28 - 7 - 2005

Page 1 of 4 Pages

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

1. DEFINITIONS AND INTERPRETATION

In this memorandum unless the context otherwise requires:

- (a) **"Accommodation"** includes the foundation, floor, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation.
- (b) **"Building"** means the building or other improvements situated on the Land.
- (c) **"Equipment"** includes the Substation and all pipes, ducting, cables and conducting media, transformers and all other equipment which is situated on, over or under the Permitted Area or which the Transferee requires to place on, over or under the Permitted Area.
- (d) **"Land"** is the land comprised and described in certificate of title 128C/787 (North Auckland Registry).
- (e) **"Permitted Area"** means those parts of the Land marked "B", "C", "D" and "E" on the Plan.
- (f) **"Permitted Use"** is for the transmission and conducting of electric current or for any other purpose reasonably required by the Transferee for the purposes of its business.
- (g) **"Plan"** is deposited plan 313894.
- (h) **"Rights"** are the full, free, uninterrupted and unrestricted ability and licence at all times to go on, over and under the Land and to go into and have access to the Building to enter the Permitted Area with or without vehicles, tools or machinery to:
 - (i) undertake Works; and
 - (ii) use the Equipment.
- (i) **"Substation"** is the distribution substation and/or switching station equipment installed or to be installed on that part of the Permitted Area marked "D".
- (j) **"Works"** means constructing, laying, equipping, maintaining, inspecting, repairing, altering, renewing, replacing (with or without something substantially similar), upgrading, adding to, removing and operating the Equipment or any other works including but not limited to

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

Annexure Schedule



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

Transfer

Dated 28-7-2005

Page 2 of 4 Pages

excavating trenches in which the Equipment will be placed, required to be undertaken by the Transferee in order that it may use the Permitted Area for the Permitted Use.

- (k) headings are included for convenience only and do not affect the interpretation of this memorandum.
- (l) words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.
- (m) reference to the Transferee and Transferor is deemed to be a reference also to the Transferee's and Transferor's employees, workmen, engineers and agents.
- (n) reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.
- (o) references to the parties includes reference to the parties' successors in title and assigns.

2. GRANT

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

3. TRANSFEE'S OBLIGATIONS

The Transferee shall:

- (a) in undertaking any Works cause as little damage as possible to the Land and to the Building and as little inconvenience as possible to the Transferor; and
- (b) following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land and restore the Land to its former condition as soon as possible after the Works have been completed.

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

Annexure Schedule



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

Transfer

Dated 28-7-2005

Page 3 of 4 Pages

4. TRANSFEROR'S OBLIGATIONS

4.1 The Transferor shall not:

- (a) place or allow to be placed any buildings or other erections on the Permitted Area; or
- (b) allow any tree or shrub to grow on the Permitted Area; or
- (c) permit to be done any act on the Land or in the Building that interferes with or affects the Permitted Use or the exercise by the Transferee of the Rights; or
- (d) interfere with or allow any interference with the Equipment or cause or allow any damage to be done to the Equipment; or
- (e) grant any rights over the Permitted Area to any party other than the Transferee; or
- (f) enter the Permitted Area marked "D".

4.2 The Transferor shall immediately at its cost make good any damage to the Equipment and shall indemnify the Transferee against any loss, cost or damage caused or suffered as a result of any breach by the Transferor of its obligations described in clause 4.1.

4.3 Should the Transferor fail to observe or breach any of its obligations contained in this clause the Transferee may remedy any such failure to observe or breach and the Transferor shall reimburse the Transferee for the cost of any such remedy.

5. MAINTENANCE

5.1 The Transferee shall subject to clause 4.2 at its cost keep the Equipment in good and substantial repair although it shall not be liable for any loss, cost or damage caused to or suffered by the Transferor as a result of any failure to repair the Equipment.

5.2 The Transferor shall at its cost keep the Accommodation in good and substantial repair.

5.3 Should the Transferor fail to observe its obligations contained in clause 5.2 the Transferee may remedy any such failure to observe and the Transferor shall reimburse the Transferee for the cost of any such remedy.

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

Annexure Schedule



Insert below

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

Transfer

Dated 28-7-2005

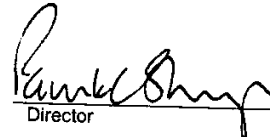
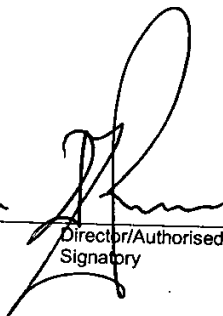
Page 4 of 4 Pages

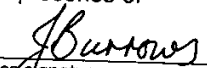
6. OWNERSHIP

The Transferee retains ownership of the Equipment which does not become a fixture of the Building or form part of the Land.

EXECUTED

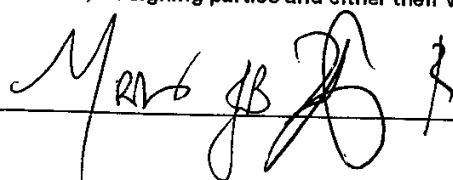
SIGNED for and on behalf of
VECTOR LIMITED
in the presence of

) 
Director
) 
Director/Authorised Signatory


Witness signature
Jocelyn Burrows
Full Name
Auckland
Address
Personal Assistant
Occupation

Note: If two directors sign, no witness is necessary. If a director and authorised signatory sign, both signatures are to be witnessed. If the director and authorised signatory are not signing together, a separate witness will be necessary for each signature.

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. 1995/1003EF

TRANSFER

Land Transfer Act 1952



Law Firm Acting
Buddle Findlay Solicitors DX CP24024 AUCKLAND

Auckland District Law Society
REF: 4130 /2

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(except for "Law Firm Acting")

PARTIALLY
Approved by Registrar-General of Land under No. 2002/6056
Easement instrument to surrender easement, profit à prendre, or land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

NORTH AUCKLAND



PSE 7871831.3 Partial S

Copy - 01/01, Page - 002, 08/07/08, 12:20



DocID: 313147068

Grantee

Surname(s) mus

AMP NZ Property Commercial Limited

Grantor

Surname(s) must be underlined or in CAPITALS.

AMP NZ Office Quay Tower Limited

Partial **Surrender* of easement, or profit à prendre, or covenant**

The Grantee, being the registered proprietor of the dominant tenement(s) set out in Schedule A or being the Grantee in gross, **surrenders to the Grantor** the easement(s), *profits(s) à prendre*, or covenant(s) set out in Schedule A, and the Grantor accepts the surrender of those easement(s), *profits(s) à prendre*, or covenant(s).

Dated this 27th day of June 2008

Attestation

Deborah Ann Archibald Nicholas Peter Dubs as Alternate Directors	Signed in my presence by the Grantee
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Jane Hirst Occupation Legal Assistant Address Wellington
Signature [common seal] of Grantee	

Robert Patrick Lang Amish Vallabh as Directors	Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
	Signature [common seal] of Grantor

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

[Solicitor for] the Grantor

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



Easement surrender
instrument

Dated 27 June 2008 Page 2 of 2 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Nature of easement, <i>profit</i> , or covenant	Unique identifier (Document number)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	A & B on Deposited Plan 78340 as described in D.230984.1	NA33C/37	NA15A/423 (Partial surrender)

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

A593556 EC

2

New Zealand

(T)

EASEMENT CERTIFICATE

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

XXXX THE AUCKLAND HARBOUR BOARD

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the 18th day of September 1971 under No. 65601 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.

Nature of Easement (e.g., Right of Way, etc.)	SERVIENT TENEMENT		Dominant Tenement Allotment No(s).	Title Reference
	Allotment No.	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of way	The parts of Lot 8 coloured blue yellow and sepia on the said Deposited Plan No. 65601	Lot 5 DP 63972	Volume Folio (North Auckland Registry)	
	<p style="text-align: center;">1571423</p> <hr/> <p>Lease 4391975</p>			

1. Rights and powers:

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.

The following rights and powers shall apply to the right of way easement created by this certificate in substitution .. for the rights and powers set out in the Seventh Schedule . to the Land Transfer Act 1952 -

The full, free, uninterrupted and unrestricted right, liberty and privilege for the grantee, his servants, tenants agents, workmen, licensees and invitees (in common with the grantor his tenants and any other persons lawfully entitled so to do) and from time to time and at all times by day and by night to go pass and repass with or without vehicles and motor vehicles of any kind over and along the land over which the right of way is granted or created.

JOCK SAWYERS PORTEOUS

both of

the City of Wellington, Life Assurance Officers, solemnly and sincerely declare:—

1. That we are respectively **SUB-MANAGER** and **SUB-MANAGER** for New Zealand of the Australian Mutual Provident Society and as such are Attorneys in New Zealand for the said Society pursuant to the provisions of a Power of Attorney under the Seal of the said Society dated at Sydney in Australia the 8th day of July 1964 in favour of the Manager for New Zealand of the said Society for the time being, the Assistant Managers or Assistant Manager for New Zealand of the said Society for the time being and the Sub-Managers for New Zealand of the said Society for the time being a copy of which said Power of Attorney is deposited in the following Land Transfer Offices under the following numbers namely:—

Office :	Number :	Office :	Number :
Auckland	A.49825	Hokitika	30914
Blenheim	43635	Invercargill	202175
Christchurch	641704	Napier	191548
Dunedin	280437	Nelson	97296
Gisborne	77453	New Plymouth	138590
Hamilton	S.302236	Wellington	614475

2. THAT acting under and by virtue of the powers contained in the said Power of Attorney we have signed or executed the annexed consent as Lessee to registration of Easement Certificate by The Auckland Harbour Board on behalf of the said Society.

3. THAT we have received no notice actual or constructive of the revocation of the said Power of Attorney either through the winding-up of the said Society or otherwise.

AND WE SEVERALLY MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

SEVERALLY DECLARED at the City of Wellington this 14th day of December 1970, before me:—

[Signature]
J.P.

[Signature]
[Signature]

~~A Solicitor of the Supreme Court of New Zealand.~~
A Justice of the Peace in and for New Zealand.

covenants, or restrictions, or easements:

1. The easement of right of way created by this certificate shall be limited so that in respect of all the parts thereof shown coloured .. blue yellow and sepia on the said Deposited Plan it does .. not extend below a reduced level of 7.75 feet in terms of the Auckland City Council Datum as shown on the said plan.

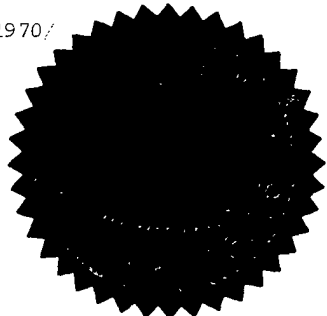
2. The easement of right of way created by this certificate shall be further limited so that in respect of the part thereof shown coloured yellow on the said Deposited Plan it does not extend above a height of 19.50 feet in terms of the Auckland City Council .. Datum as shown on the said plan.

3. The grantee of the said right of way shall form and maintain the same and thereafter at all times keep the same clean and in a good .. state of repair at all times and free or grease oil and other deleterious substances and shall in a proper manner control the safe and orderly movement of pedestrian or vehicular traffic thereon.

4. No part of the obligation to form and maintain the right of way or to keep the same clean or for the control of the movement of pedestrian or vehicular traffic thereon shall fall on the registered proprietor of the fee simple or of any leasehold or subleasehold estate or interest in the said Lot 8 Deposited Plan

DATED this 14th day of December 1970

THE COMMON SEAL of THE AUCKLAND HARBOUR)
BOARD was hereto)
affixed by order of the)
Board in the presence of:)



J. L. [Signature] CHAIRMAN
[Signature] MEMBER
[Signature] SECRETARY

AUSTRALIAN MUTUAL PROVIDENT SOCIETY as lessee of the land comprised in the aforesaid Lot 8 Deposited Plan 65601 under and by virtue of Memorandum of Lease No. A.391975 DO TH HEREBY CONSENT to the registration of this certificate and the easement created by the operation thereof.

SIGNED by AUSTRALIAN MUTUAL PROVIDENT)
SOCIETY by its attorneys.....)
ALAN BOYD LANCASTER)
and JOCK SAWYERS PORTEOUS in the)
presence of:)

AUSTRALIAN MUTUAL PROVIDENT SOCIETY
BY ITS ATTORNEYS

[Signature]
[Signature]

A. H. [Signature] J.P.
Valuer
Wellington

Dated this xxx day of xxx 19xx

Signed by the above named
in the presence of x

Witness:

Occupation:

Address:

No. A593556

182

Registered in *Quadruplicate*
Exhibits
one

EASEMENT CERTIFICATE

Correct for the purposes of the Land Transfer Act.

[Signature]
Solicitor for the Registered Proprietor.

situated in



23261
124 A13 01

Particulars entered in the Register-book,
Vol. *210*, folio *73, 15 A1423*
the *22* day of *October* 1971
at *10:33* o'clock.



[Signature]
District Land Registrar.
Assistant

A593556

LAND REEDES
22 OCT 1971
Abstract No. 19416

15A/1123
require

2

Telephone re: this

15/7

RUSSELL McVEAGH MCKENZIE BARTHEET & CO.
SOLICITORS, AUCKLAND.

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS BY SECTION 90D OF THE LAND TRANSFER ACT 1952

"1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

"2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

"4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

- (a) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes:
- (b) Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined:
- (c) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired."



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

D047202-1
 EC.

EASEMENT CERTIFICATE

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

I/We **THE AUCKLAND CITY COUNCIL**

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 19 day of 19 under No. 173192 and 78340 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.

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		
Projection	^{308/1461} Lot 1 DP78340	"H" DP173192	^{15A/424} Lot 9 DP60151	34B/1461
Projection	^{370/37} Lot 7 DP77037	"G" DP173192	⁶⁰¹⁵¹ Lot 9 DP60151	33C/37
Right of Way	^{15A/423} Lot 8 DP60151	"A" DP173192	Lot 9 DP60151	15A/423
Projection	^{15A/423} Lot 8 DP60151	"I" "J" "K" DP173192	Lot 9 DP60151	15A/423
Power Cable	^{15A/423} Lot 8 DP60151	"L" "N" DP173192	Lot 9 DP60151	15A/423
Power Transmission	^{15A/423} Lot 8 DP60151	"M" DP173192	Lot 9 DP60151	15A/423
Right of Way	^{345/1461} Lot 2 DP78340	"B" DP173192	Lot 9 DP60151	34B/1461
Right of Way	^{21C/73} Lot 5 DP63972	"C" "D" DP173192	Lot 9 DP60151	21C/73
Right of Way	^{348/1461} Lot 1 DP78340	"E" DP173192	Lot 9 DP60151	34B/1461 (Dominant Tenement: 15A/424)
Right of Way	^{33C/37} Lot 7 DP77037	"A" DP78340	^{345/1461} Lots 1 and 2 DP78340	-33C/37 34B/1461 34B/1422

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.

I. Rights and powers:

(SEE ANNEXED PAGES)

AMP EASEMENT CERTIFICATE

1. DEFINITION AND INTERPRETATION

- 1.1 The following words and phrases shall, unless the context otherwise requires, have the meanings ascribed to them as follows:

"Dominant Tenement" means the estate or interest in that piece of land described in the schedule under the heading "Dominant Tenement Lot No.(s) or other legal description" and includes any lots issuing from the Dominant Tenement as a result of a subdivision or boundary adjustment;

"Grantee" means the grantee or grantees and it or their successors in title, registered proprietors for the time being of the Dominant Tenement to which the relevant easement is appurtenant;

"Grantor" means the grantor or grantors or its or their successors in title, registered proprietors for the time being of an estate or interest in the Servient Tenements which are subject to the relevant easement;

"Other Authorised Persons" in relation to any easement means the agents, employees, contractors, tenants, licensees and invitees of the grantee and all other persons authorised to enjoy the relevant easement and, where the context so admits, means any of such persons;

"The Fire Escape Easement" means the right of way easement over that part of the Travelodge Site marked "A" on Deposited Plan 173192;

"The First Pedestrian Link Easement" means the rights of way over that part of the Convention Centre Site marked "B" and "E" on Deposited Plan 173192;

"First Pedestrian Link Business Hours" means not less than the hours the Downtown Retail Centre is open for business;

"The Second Pedestrian Link Easement" means the rights of way over that part of the Airline Terminal Site marked "C" and "D" on Deposited Plan 173192;

"Second Pedestrian Link Business Hours" means not less than the hours that the carpark on the Downtown Carpark Site is not closed;

"The Emergency Easement" means the rights of way over that part of the Quay Tower Site marked "A" on Deposited Plan 78340;

~~"The Support Easement" means the support easement over that part of the Airline Terminal Site marked "D" and "E" on Deposited Plan 173192;~~

"The First Projection Easement" means the projection easement over that part of the Quay Tower Site marked "G" and "H" on Deposited Plan 173192;

"The Second Projection Easement" means the projection easement over that part of the Travelodge Site marked "I", "J" and "K" on Deposited Plan 173192;

"The Electricity Easement" means the electricity easement over that part of the Travelodge Site marked "L", "M" and "N" on Deposited Plan 173192;

"The Travelodge Site" means 2,407m² more or less being Lot 8 on Deposited Plan 60151 comprised and described in Certificate of Title 15A/423 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965.
2. Lease A391975.
3. Gazette Notice C494877.1.
4. Easement Certificate A493556;

"The Quay Tower Site" means 3,704m² more or less being Lot 7 on Deposited Plan 77037 comprised and described in Certificate of Title 33C/37 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Easement Certificate 621087.3.
3. Lease 379990.1.
4. Electricity Easement in Gross created in Transfer 859774.1.
5. Gazette Notice C494877.1;

"The Convention Centre Site" means 2,218m² more or less being Lot 1 on Deposited Plan 78340 and that parcel of airspace containing 611m² more or less between the elevations shown as Lot 2 on Deposited Plan 78340 comprised and described in Certificate of Title 34B/1461 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Easement Certificate 621087.3.
3. Lease 621087.4.
4. Electricity Easement in Gross created in Transfer 859774.1.
5. Easement Support created in Transfer B131965.1.
6. Gazette Notice C494877.1;

"The Airline Terminal Site" means 2,511m² more or less being Lot 5 on Deposited Plan 63972 comprised and described in Certificate of Title 21C/73 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Easement Certificate A593556.
3. Lease A593557.
4. Easement Certificate 621087.3.
5. Gazette Notice C494877.1;

"The Downtown Carpark Site" means 6,443m² more or less being Lot 9 on Deposited Plan 60151 comprised and described in Certificate of Title 15A/424 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Lease A363643.
3. Gazette Notice C494877.1;

"The Downtown Retail Centre" means the land and buildings with a frontage on Lower Albert Street known as The Downtown Centre;

"Servient Tenements" mean the estate or interest in the pieces of land described in the schedule under the "Servient Tenement Lot No.(s) or other legal description".

2. GENERAL PROVISIONS RELATING TO EASEMENTS

The following provisions are applicable to the easements recorded in this certificate:

- 2.1 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 express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless contrary provisions are specifically set out in the easement or unless that easement is surrendered.
- 2.2 If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this certificate, the following provisions shall apply:
 - 2.2.1 the other party may serve on the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of 14 days from service of the default notice the other party may perform such obligation;

2.2.2 if at expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:

- (a) perform such obligation; and
- (b) for that purpose enter the relevant Servient Tenement or Dominant Tenement and carry out any work set out to remedy the default specified in the notice.

2.3 The defaulting party shall be liable to pay to the other party the costs of the default notice and a specified proportion (being the proportion applicable to that party in respect of the terms of that easement) of the costs incurred in performing such obligation.

2.4 The other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.

2.5 The Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and Other Authorised Persons in relation to any easement.

2.6 The Grantee may for the purpose of complying with any obligation of the Grantee under this certificate in relation to any easement:

2.6.1 enter the Servient Tenement with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and

2.6.2 remain on the Servient Tenement for such time as is reasonable for the purpose of performing such obligation.

In exercising any of the rights under this subclause the Grantee shall:

2.6.3 cause as little damage, disturbance, inconvenience and interruption to the Servient Tenement and to the use of the Servient Tenement as is reasonably necessary;

2.6.4 forthwith make good any damage to the Servient Tenement and to the occupier of the Servient Tenement; and

2.6.5 obtain from the Grantor where the Grantor has leased the Servient Tenement prior to the registration of this certificate, the consent of the tenant of the Servient Tenement to the entry on the Servient Tenement and where such lease of the Servient Tenement provides for the Lessor to enter the demised premises for the purpose of effecting such work or repairs then the Grantor agrees

to enforce that covenant against the tenant where the covenant would apply.

2.7 The parties acknowledge that at the date of this certificate there are structures which encroach onto the following easement areas:

- (a) 2 columns in the Fire Escape Easement area;
- (b) Display cabinets in the First Pedestrian Easement area;
- (c) Planters in Second Pedestrian Easement area; and
- (d) Other encroachments all as recorded in a Deed of Licence dated June 1996 between the Auckland City Council and AMP Perpetual Trustee Company NZ Limited and others.

2.8 The Grantor agrees that it shall not:

2.8.1 erect or place any more obstructions or encroachments in or on any of the easement areas than those set out in clause 2.7 above; and

2.8.2 on a redevelopment of any of the buildings in the easement areas or the redevelopment of the easement areas themselves the Grantor will use its best endeavours to have the obstruction or encroachment removed or at least reduced in its impact on the easement area.

3. THE FIRE ESCAPE EASEMENT

The following provisions shall apply to the Fire Escape Easement:

- 3.1 The Grantee and Other Authorised Persons have the right in common with the Grantor to pass and repass on foot over the Fire Escape Easement area to enable access to and from the Downtown Carpark Site in the case of fire or other emergencies;
- 3.2 The Grantor shall be responsible for keeping the Fire Escape Easement area maintained and in good clean order, repair and condition;
- 3.3 The Grantor shall have the right to cancel this easement by notice in writing to the Grantee if at any time the Downtown Carpark Site ceases to be used principally as a carparking building and upon receipt of such notice of cancellation the Grantee will execute a registrable surrender form of the Fire Escape Easement and produce all titles and instruments to enable such surrender to be registered.

THE FIRST PEDESTRIAN LINK EASEMENT

The following provisions shall apply to the First Pedestrian Link Easement:

- 4.1 The Grantee and Other Authorised Persons have the right in common with the Grantor to pass and repass on foot over the First Pedestrian Link Easement area for all purposes connected with the use and enjoyment of the Downtown Carpark Site.
- 4.2 The rights granted in respect of the public use of the First Pedestrian Link Easement are restricted to use during the First Pedestrian Link Business Hours provided that such a part of the First Pedestrian Link Easement area as is necessary to enable access between the carpark on the Downtown Carpark Site and the Second Pedestrian Link Easement shall be kept open for the same hours as the carpark on the Downtown Carpark Site is not closed (with the balance of the First Pedestrian Link Easement area being closed off by way of a security screen or other similar mechanism as the Grantor should wish).
- 4.3 Following prior consultation with the Grantee, the Grantor may install planters, seats and other aesthetic improvements in the First Pedestrian Link Easement area provided that the same or part thereof shall be removed if in the reasonable opinion of the Grantee it or they are causing or are likely to cause undue obstruction to ingress and egress through the First Pedestrian Link Easement area.
- 4.4 The Grantor shall be responsible for the maintenance of the First Pedestrian Link Easement area to maintain it in good clean order, repair and condition.
- 4.5 The Grantor shall have the right to relocate the First Pedestrian Link Easement within the Convention Centre Site to link up with the relocated airbridge over Lower Albert Street if the registered proprietor of the Convention Centre Site and the registered proprietor or proprietors of the Downtown Retail Centre agree (subject to Resource Management Act consent or equivalent or replacement consent only) to relocate the airbridge at a different point across Lower Albert Street, and the provisions of clause 4.6 will apply to such relocation with all necessary modifications except that such relocated easement will either be in accordance with:
 - 4.5.1 the diagram attached to the Agreement for Sale and Purchase dated 13 October 1995 between the Auckland City Council and AMP Perpetual Trustee Company NZ Limited provided that the length of the relocated easement running parallel and nearest to the boundary of the Convention Centre Site and the Downtown Carpark Building Site shall not exceed 30 metres measured from the centre point of the existing easement on such boundary to the centre point of the relocated easement at the point that it then traverses from west to east at the southern end of the Convention

Centre Site parallel to the original easement, and provided that such relocated easement will satisfy the reasonable requirements as to public safety, pedestrian interest and convenience; or

4.5.2 such other alternative path as may be agreed between the Grantor and Grantee and which satisfies the Grantee's reasonable requirements as to public safety, pedestrian interest and convenience.

4.5.3 **PROVIDED THAT:**

- (a) The Grantee has received and approved plans of the replacement right of way (such approval not to be unreasonably withheld and, in the absence of reasonable grounds for withholding approval, such approval to be given within 30 working days of receipt of these plans); and
- (b) The Grantor has first executed a registrable memorandum of transfer or easement certificate in favour of the Grantee so as to enable the creation of the replacement right of way; and
- (c) The Grantor has undertaken to register the surrender contemporaneously with the memorandum of transfer or easement certificate creating the replacement right of way

then the Grantee will within 10 working days of receipt of a surrender of the right of way execute such surrender.

4.5.4 The Grantor will prepare all necessary documentation and pay all reasonable costs of replacing the right of way (including the Grantees reasonable legal costs).

4.6 If the Grantor at any time while the First Pedestrian Link Easement is in force, wishes to undertake an Event and should that Event prejudice or be likely to prejudice the continued use of the First Pedestrian Link Easement then, provided the Grantor has given 20 working days prior written notice of such work to the Grantee, the Grantor may:

4.6.1 suspend the operation of such grant during the period or periods of such demolition, redevelopment, upgrading, refurbishment dealing or development of the Servient Tenement; and/or

4.6.2 move the location of the right of way (to be either over the servient land or over the Airline Terminate Site) as long as in each of the situations mentioned in clause 4.7:

- (a) the Grantor provides, from the time the Event prejudices the use of the right of way and so long as this occurs, a replacement right of way to be not less than 5 metres wide and to have a floor to ceiling height during any temporary relocation of the easement of not less than 2.5 metres but at all other times to have a floor to ceiling height of not less than 3.35 metres (though the RL's referred to on Deposited Plan 173192 may be adjusted to take account of any raising or lowering of the floor level) and which comprises a good, safe, well lit, and continuous access between the walkway over the lower Albert Street and the pedestrian access to the public carpark on the north east corner of the Dominant Tenement; and
- (b) the total length of the permanent replacement right of way does not exceed the total length of the original right of way by more than 30 metres, but
- (c) in the case of a temporary relocation of the easement the Grantor shall use its best endeavours to comply with (b) above but if this is not reasonably possible then the length shall be kept to as reasonably short a distance as possible.

4.7 In the provisions of clause 4.6 "Event" means any demolition, redevelopment, upgrading or refurbishment of the building(s) existing at the date of this certificate on the Convention Centre Site.

5. THE SECOND PEDESTRIAN LINK EASEMENT

The following provisions shall apply to the Second Pedestrian Link Easement:

- 5.1 The Grantee and Other Authorised Persons shall have the right in common with the Grantor to pass and repass on foot over the Second Pedestrian Link Easement area.
- 5.2 The rights hereby granted in respect of the public use of the Second Pedestrian Link Easement are restricted to use during the Second Pedestrian Link Business Hours provided that the Grantor shall not be required to provide access in terms of this easement until the proposed walkway or bridge over Quay Street to Princess Wharf (referred to in clause 5.5 below) has been constructed.
- 5.3 Following prior consultation with the Grantee, the Grantor may install planters, seats and other aesthetic improvements in the Second Pedestrian Link Easement area provided that the same or part thereof shall be removed

if in the reasonable opinion of the Grantee it or they are causing or are likely to cause undue obstruction to ingress and egress through the Second Pedestrian Link Easement area.

- 5.4 Subject to clause 5.7 the Grantor shall be responsible for the maintenance of the Second Pedestrian Link Easement area to maintain it in good clean order, repair and condition.
- 5.5 The parties acknowledge that the purpose of this pedestrian easement is to link the First Pedestrian Link Easement through an uncovered walkway or bridge (or such other design for access as may be agreed in writing between the Grantor and the Grantee and the hotel operator of the Travelodge Site) over Quay Street to Princes Wharf and the Grantor shall have the right to cancel this easement by notice in writing to the Grantee of construction of the bridge over Quay Street to Princes Wharf has not been completed by 31 December 2003.
- 5.6 The Grantor shall not as a result of granting this easement be obliged to upgrade the structural integrity of the existing building on the Airline Terminal Site to support the walkway or bridge.
- 5.7 The Grantee will be responsible for all costs incurred in forming physically the Second Pedestrian Link Easement through the Airline Terminal Site. After formation the Grantor will be responsible for meeting ongoing maintenance costs and insurance in respect of this easement area including any consequential costs imposed by any authority under the Building Act 1991 or otherwise. The Grantee and the Grantor will each also meet one half of the cost of any future refurbishment cost in respect of the Second Pedestrian Link Easement Area.
- 5.8 The Grantor shall give the Grantee reasonable access over the Airline Terminal Site to construct the Second Pedestrian Link Easement.
- 5.9 Should the Grantor wish to develop the Airline Terminal Site it shall do so in such a manner as to not prejudice the Grantee rights to the Second Pedestrian Link Easement or to interrupt those rights unless during such period of interruption it provides for a replacement right of way as set out in clause 5.10.
- 5.10 If the Grantor at any time while the Second Pedestrian Easement is in force, wishes to undertake an Event and should that Event prejudice or be likely to prejudice the continued use of the Second Pedestrian Easement then, provided the Grantor has given 20 working days prior written notice of such work to the Grantee, the Grantor may:
- 5.10.1 suspend the operation of such grant during the period or periods of such demolition, redevelopment, upgrading, refurbishment dealing or development of the Servient Tenement; and/or

5.10.2 move the location of the right of way (to be over the servient land) as long as in each of the situations mentioned in clause 5.10.3:

- (a) the Grantor provides, from the time the Event prejudices the use of the right of way and so long as this occurs, a replacement right of way to be not less than 5 metres wide and to have a floor to ceiling height during any temporary relocation of the easement of not less than 2.5 metres but at all other times to have a floor to ceiling height of not less than 3.35 metres (though the RL's referred to on Deposited Plan 173192 may be adjusted to take account of any raising or lowering of the floor level and which comprises a good, safe, well lit, and continuous access between the First Pedestrian Easement and the walkway or bridge over Quay Street referred to in clause 5.10 above;
- (b) the total length of the permanent replacement right of way is not substantially longer than the total length of the original right of way; but
- (c) in the case of a temporary relocation of the easement the Grantor shall use its best endeavours to comply with (b) above but if this is not reasonably possible then the length shall be kept to as reasonably short a distance as possible;
- (d) there is a proper linkage of the walkway or bridge over Quay Street with the second Pedestrian Link Easement so that the users of this link do not have to negotiate an unreasonable number of steps or gradients to and from this Easement and the walkway or bridge.

5.10.3 In the provisions of this clause 5.10 "Event" means any demolition, redevelopment, upgrading or refurbishment of the building(s) existing at the date of this certificate on the Airline Terminal Site.

~~THE SUPPORT EASEMENT~~

~~The following provisions shall apply to the Easement.~~

6.1 The Grantee shall be entitled to use, encroach on and enjoy the Support Easement area and to erect, and when erected modify, support columns for ~~a bridge or walkway on this area.~~

~~6.2 The parties acknowledge that the principal support of the walkway/bridge shall be situated clear of the Airline Terminal Site and on the northern side of the footpath and designed with the only support on the Airline Terminal Site being up to first floor level well forward from the Quay Street frontage and designed so that there is minimal obstruction to the ground floor retail areas on that site.~~

6.3 The parties agree that until the Airline Terminal Site is redeveloped up to three support posts having up to a maximum diameter or square of 600mm (or such lesser proportions or number of posts as the parties' respective engineers may approve) supported by either piles or foundation pads of up to a maximum diameter or square of 1000mm (or such lesser proportions as the parties' respective engineers may approve) may be located within the Support Easement area for the purpose of supporting the suspended bridge link from the end of the bridge over Quay Street terminating on the Quay Street boundary of area "D" and "F" to the existing building on the Airline Terminal Site to the south of area "D" and "F".

6.4 If as a result of the redevelopment of the Airline Terminal Site area "D" and "F" is insufficient as an easement support area (for example if the new development is built further back from the roadway) then the Grantee will be entitled to span this additional area, with the result that the easement of support area "D" and "F" may be enlarged at the request of the Grantee to cover any such additional area provided that any such enlargement of support easement area "D" and "F" shall be in a part of the Airline Terminal Site which has not then had a building or other improvements constructed on it.

6.5 The parties acknowledge and agree that it is their intention that the depth of the Support Easement shall be such that there is always sufficient support provided for the integrity of the walkway or bridge and the support structures of the walkway or bridge in the Support Easement area. It is therefore agreed:

6.5.1 The Grantor may redevelop the Airline Terminal Site and use the land under the Support Easement area.

6.5.2 Where this redevelopment is under the support structure of the walkway or bridge or so close to these structures on the Support Easement area that, in the Grantee's reasonable opinion as supported by independent engineering evidence, the integrity of those support structures or the walkway or bridge is at risk, then the Grantor shall carry out its redevelopment in such a manner so that there is always sufficient support provided to the support structures of the walkway or bridge in the Support Easement area.

~~6.5.3 The Grantor shall if it is necessary in the reasonable opinion of the Grantee and with the prior written approval of the Grantee replace the support structures.~~

6.5.4 The Grantor shall pay for all work, fees, engineer's fees, costs and requirements which arise either directly or indirectly as a result of the exercise of the Grantor's rights under this clause 6.5 including reimbursing to the Grantee any of the Grantee's costs and expenses.

6.6 The Grantor at its cost will arrange for an independent engineer to certify prior to undertaking such redevelopment the sufficiency of such support for ~~the structural integrity of the walkway or bridge.~~

7. THE EMERGENCY EASEMENT

The following provisions shall apply to the Emergency Easement:

7.1 The Grantee and Other Authorised Persons have the right, in common with the Grantor, to pass and repass in the case of fire or other emergencies:

- (a) on foot; and
- (b) with motor and other vehicles laden and unladen, machinery and instruments of any kind for all purposes connected with the use and enjoyment of the Dominant Land over and along the Emergency Easement area.

7.2 The Grantor shall be responsible for the maintenance of the emergency easement area in good, clean order, repair and condition.

7.3 The Grantor shall have the right to cancel this easement by notice in writing to the Grantee if at any time the Downtown Carpark Site ceases to be used principally as a carparking building and upon receipt of such notice of cancellation the Grantee will execute a registrable surrender form of the Emergency Easement and produce all titles and instruments to enable such surrender to be registered.

8. THE PROJECTION EASEMENTS

The following provisions shall apply to the First Projection Easement and the Second Projection Easement:

8.1 The Grantee has the right to maintain and keep within the First Projection Easement Area the sign, airconditioning units and the facade of eaves which encroach into this area at the date of this easement certificate.

8.2 The Grantee has the right to maintain and keep within the Second Projection Easement Area the facade of eaves which encroach into this area at the date of this easement certificate.

8.3 The Grantor has the right to cancel this First Projection Easement and the Second Projection Easement at the time the existing carpark building on the Downtown Carpark Site is demolished or refurbished to such an extent that the First Projection Easement and the Second Projection Easement are no longer necessary.

9. THE ELECTRICITY EASEMENT

The following provisions shall apply to the Electricity Easement:

9.1 The Grantee and other persons authorised have the right to lead and convey electricity and electric impulses without interruption or impediment from the public street adjoining the Servient Tenement by means of conduits, cables or pipes laid or to be laid under surface of the soil through the soil of the Electricity Easement area to the Dominant Tenement and to maintain in the area marked "M" on Deposited Plan 173192 such transmission equipment as is necessary for the efficient running of the supply of electricity through the electricity easement area to the Downtown Carpark Site.

9.2 The Grantee shall be responsible for:

- (a) the installation of the energy supply;
- (b) the repair and maintenance of the energy supply so as to keep the same in good order and condition and to prevent the same becoming a danger or nuisance; and
- (c) the cost of any repair or reinstatement to the electricity easement area (including resurfacing) if work is undertaken in this area.

9.3 The Grantor agrees that if required by the Grantee or the relevant supplier of electricity in the area that it will grant an easement in usual form (including a relocation clause to facilitate any redevelopment of the Travelodge Site) in favour of the Grantee or the relevant supplier to give effect to this easement.

10. RESOLUTION OF DISPUTES

10.1 If any dispute or difference arises between the parties in any way arising out of or in connection with this agreement, either party may give written notice of its intention to refer such dispute or difference to mediation.

10.2 If a request to mediate is made then the parties shall endeavour to agree on a mediator and shall submit the matter in dispute to the mediator. The mediator shall discuss the matter with the parties (separately or jointly in the discretion of the mediator) and endeavour to resolve it by their agreement. All discussions in the mediation shall be without prejudice and shall not be referred to in any later proceedings. The parties shall bear their own costs in the mediation and shall each pay half the costs of the mediator.

10.3 Where:

10.3.1 a notice of mediation is not served; or

10.3.2 the parties have agreed upon mediation but have been unable within seven days of such agreement to agree upon a mediator; or

10.3.3 no agreement has been reached in mediation within two months of the service of the notice of mediation, or within such further time as the parties may agree;

then the matter in dispute may be referred to arbitration upon the service of a notice of intention to commence arbitration and the arbitration shall be governed by the Arbitration Act 1908 except to the extent modified by this agreement.

10.4 The arbitration shall be by a single arbitrator. If the parties cannot agree upon an arbitrator within seven days of the notice of intention to commence arbitration, either party may request the president of the Arbitrator Institute of New Zealand Incorporated to appoint a sole arbitrator. Either party may request the appointment of an assessor to sit with the arbitrator by any such assessor shall have an advisory role and shall not have the authority to make a binding decision. If the parties cannot agree within a reasonable time to agree upon an assessor then the arbitrator may appoint an assessor.

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

(SEE ANNEXED PAGES)

Dated this 21st day of June 1976

~~Signature of the Mayor~~
THE COMMON SEAL of THE AUCKLAND CITY
COUNCIL was affixed

in the presence of:

~~Signature~~

(Deputy) Mayor

~~Signature~~

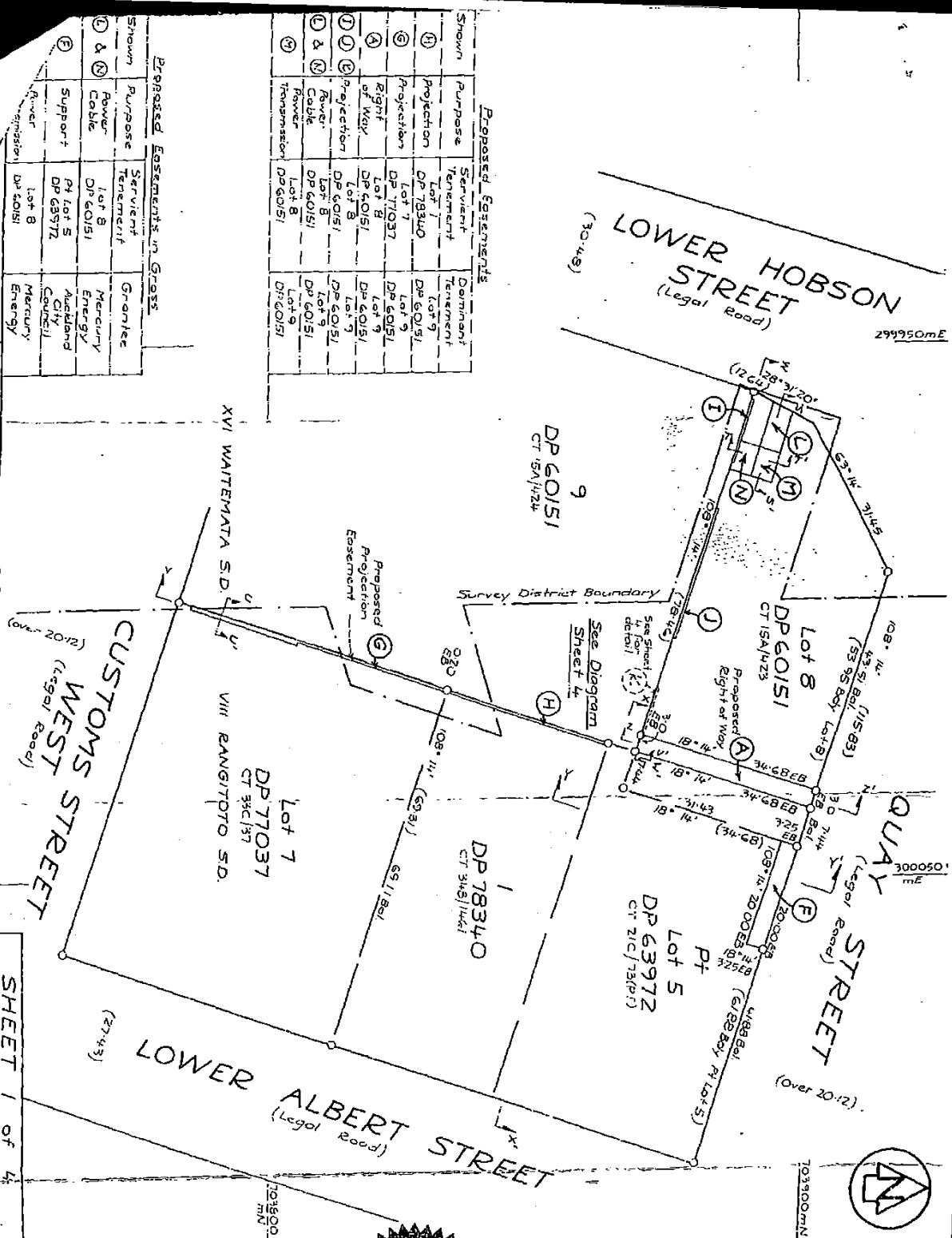
City Secretary

~~Signature~~



299950ME

LOWER HOBSON STREET
(Legal Road)



Proposed Easements

Shown	Purpose	Servient Tenement	Dominant Tenement
(1)	Projection	Lot 7 DP 78340	Lot 9 DP 60151
(2)	Projection	Lot 7 DP 78340	Lot 8 DP 60151
(3)	Projection	Lot 7 DP 78340	Lot 9 DP 60151
(4)	Right of Way	Lot 8 DP 60151	Lot 9 DP 60151
(5)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(6)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(7)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(8)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(9)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(10)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(11)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(12)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(13)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(14)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(15)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(16)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(17)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(18)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(19)	Projection	Lot 8 DP 60151	Lot 9 DP 60151
(20)	Projection	Lot 8 DP 60151	Lot 9 DP 60151

Proposed Easements in Grass

Shown	Purpose	Servient Tenement	Dominant Tenement
(1)	Power	Lot 8 DP 60151	Mercury Energy
(2)	Power	Lot 8 DP 60151	Mercury Energy
(3)	Support	Lot 8 DP 60151	Mercury Energy
(4)	Support	Lot 8 DP 60151	Mercury Energy
(5)	Support	Lot 8 DP 60151	Mercury Energy
(6)	Support	Lot 8 DP 60151	Mercury Energy
(7)	Support	Lot 8 DP 60151	Mercury Energy
(8)	Support	Lot 8 DP 60151	Mercury Energy
(9)	Support	Lot 8 DP 60151	Mercury Energy
(10)	Support	Lot 8 DP 60151	Mercury Energy
(11)	Support	Lot 8 DP 60151	Mercury Energy
(12)	Support	Lot 8 DP 60151	Mercury Energy
(13)	Support	Lot 8 DP 60151	Mercury Energy
(14)	Support	Lot 8 DP 60151	Mercury Energy
(15)	Support	Lot 8 DP 60151	Mercury Energy
(16)	Support	Lot 8 DP 60151	Mercury Energy
(17)	Support	Lot 8 DP 60151	Mercury Energy
(18)	Support	Lot 8 DP 60151	Mercury Energy
(19)	Support	Lot 8 DP 60151	Mercury Energy
(20)	Support	Lot 8 DP 60151	Mercury Energy

PLAN OF EASEMENTS OVER
LOT 8 DP 60151, LOT 5 DP 63972,
LOTS 1 & 2 DP 78340 & LOT 7 DP 77037

TERITORIAL AUTHORITY AUCKLAND CITY
Surveyed by Yeoman & Assoc. Ltd.
Scale 1:500 Date November 1995

SHEET 1 of 4
Deposited this 17th day of June 1996
at the Office of the Chief Surveyor
GWT
DP 173192



Approvals
Pursuant to a resolution of the Auckland City Council passed on the 27th day of February 1996 approving pursuant to section 34B of the Local Government Act 1974 the right of way shown hereon the Common Seal of the Auckland City Council was affixed hereto in the presence of:

ACCN: EAST/10
Approved by the Auckland City Council on the 28th day of April 1996. The Common Seal of the Auckland City Council is affixed hereto in the presence of:
[Signature]
Mayor
[Signature]
City Secretary



Registered Owner
[Signature]
City Secretary

Completed in 173192/173192/173192
I, John Heston, Registrar of Auckland, Registered Surveyor and holder of a general practicing certificate for who may act as a registered surveyor pursuant to section 5 of the Survey Act 1980 hereby certify that this plan has been made from surveys conducted by me or under my direction, that both plan and survey are correct and have been examined and approved by me in accordance with section 102 of the Survey Act 1980 and that I have signed and dated at Auckland this 17th day of June 1996.
John Heston
Registrar of Auckland

Field Book 2
Reference Plans
Examined
Approved as to Survey
17.5.1996
Chief Surveyor

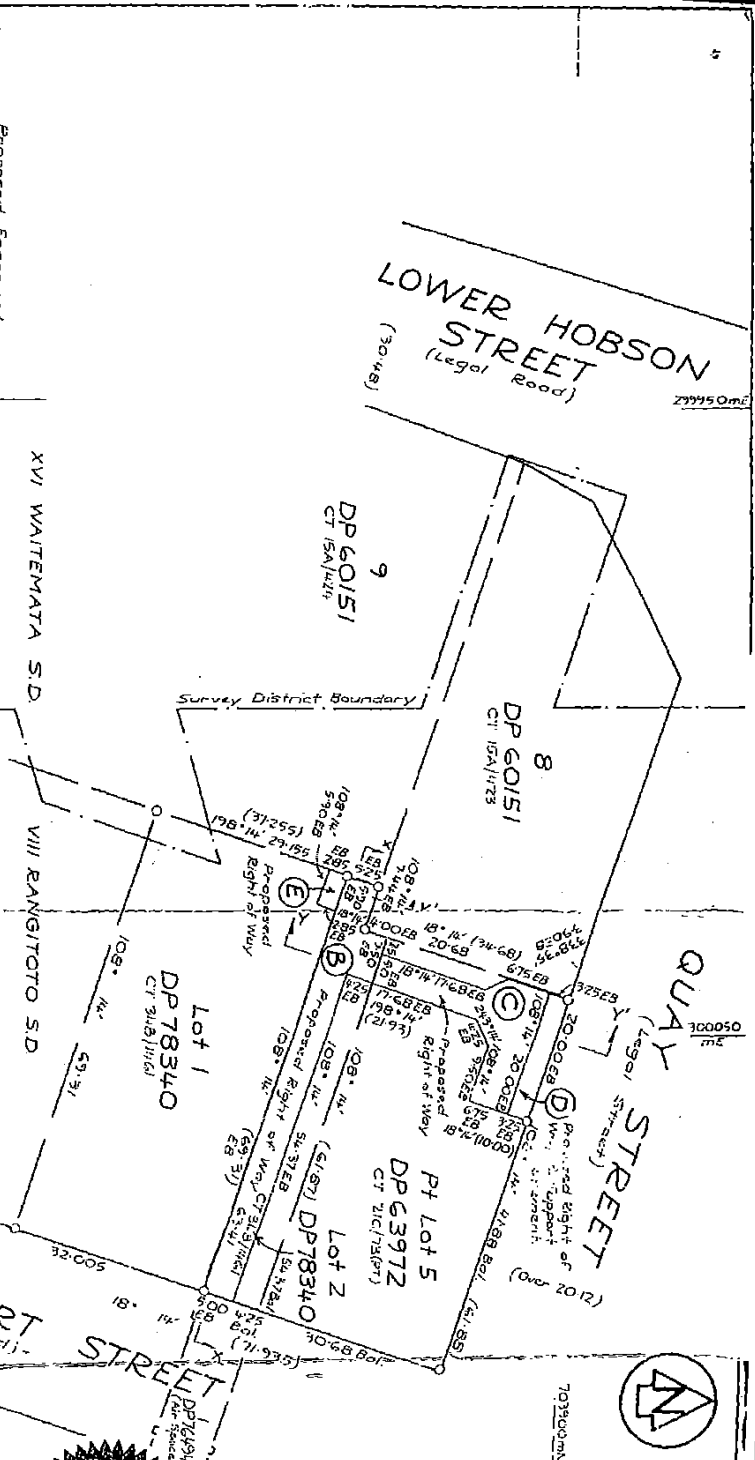
VIA COMPASS SURVEYING, ORIENTAL, ORIENTAL & LAND INFORMATION, NEW ZEALAND

Shown	Purpose	Servient Tenement	Dominant Tenement
②	Right of Way	DP 78340 Lot 2	Lot 9 DP 60151
③	Right of Way	DP 63972 Lot 5	DP 60151
④	Right of Way	DP 78340 Lot 1	DP 60151
⑤	Right of Way	DP 78340 Lot 2	DP 60151
⑥	Right of Way	DP 63972 Lot 5	DP 60151
⑦	Right of Way	DP 78340 Lot 1	DP 60151
⑧	Right of Way	DP 78340 Lot 2	DP 60151

Shown	Purpose	Servient Tenement	Dominant Tenement
⑨	Right of Way	DP 78340 Lot 2	Lot 9 DP 60151
⑩	Right of Way	DP 63972 Lot 5	DP 60151
⑪	Right of Way	DP 78340 Lot 1	DP 60151
⑫	Right of Way	DP 78340 Lot 2	DP 60151
⑬	Right of Way	DP 63972 Lot 5	DP 60151
⑭	Right of Way	DP 78340 Lot 1	DP 60151
⑮	Right of Way	DP 78340 Lot 2	DP 60151

Shown	Purpose	Servient Tenement	Dominant Tenement
⑯	Right of Way	DP 78340 Lot 2	Lot 9 DP 60151
⑰	Right of Way	DP 63972 Lot 5	DP 60151
⑱	Right of Way	DP 78340 Lot 1	DP 60151
⑲	Right of Way	DP 78340 Lot 2	DP 60151
⑳	Right of Way	DP 63972 Lot 5	DP 60151
㉑	Right of Way	DP 78340 Lot 1	DP 60151
㉒	Right of Way	DP 78340 Lot 2	DP 60151

Shown	Purpose	Servient Tenement	Dominant Tenement
㉓	Right of Way	DP 78340 Lot 2	Lot 9 DP 60151
㉔	Right of Way	DP 63972 Lot 5	DP 60151
㉕	Right of Way	DP 78340 Lot 1	DP 60151
㉖	Right of Way	DP 78340 Lot 2	DP 60151
㉗	Right of Way	DP 63972 Lot 5	DP 60151
㉘	Right of Way	DP 78340 Lot 1	DP 60151
㉙	Right of Way	DP 78340 Lot 2	DP 60151



APPROVED:

Approved by the Auckland City Council on the 11th day of February 1998. The Common Seal of the Auckland City Council is affixed hereto in the presence of:

ACTING MAYOR: [Signature]

ACTING CITY SECRETARY: [Signature]

APPROVED:

Approved by the Auckland City Council on the 11th day of February 1998. The Common Seal of the Auckland City Council is affixed hereto in the presence of:

ACTING MAYOR: [Signature]

ACTING CITY SECRETARY: [Signature]

APPROVED:

Approved by the Auckland City Council on the 11th day of February 1998. The Common Seal of the Auckland City Council is affixed hereto in the presence of:

ACTING MAYOR: [Signature]

ACTING CITY SECRETARY: [Signature]

LAND DISTRICT: NORTH AUCKLAND
 SURVEY BLK. & DIST. A. VIII RANGITOTO
 NZMS 261 SH1
 RECORD MAP No. [blank]
 PLAN OF EASEMENTS OVER LOT 8 DP 60151, LOT 5 DP 63972, LOT 1 & 2 DP 78340 & LOT 7 DP 77037
 SHEET 2 of 4
 TERRITORIAL AUTHORITY: AUCKLAND CITY
 Surveyed by: Yeoman & Assoc. Ltd
 Scale: 1:500
 Date November 1995

1. I, John Harkness, Surveyor, do hereby certify that the plan has been made from surveys made by me or under my direction, that the plan and any other documents referred to in this certificate are true and correct copies of the original documents on which they are based, and that the same have been checked and found to be correct in accordance with the Survey Act 1981, in my presence or under my direction, on the 11th day of February 1998.

John Harkness
 Surveyor

Field Book: [blank]
 Reference Plan: [blank]
 Examined: [blank]
 Approved as to Survey: [blank]
 Deposited this 11th day of April 1998
 Chief Surveyor

DP 173192

**Ellis
Gould**

**Barristers &
Solicitors**

Level 31
Coopers & Lybrand Tower
23-29 Albert Street
AUCKLAND
NEW ZEALAND

Telephone 09-307 2172
P.O. Box 1509

Faxes:
Property &
Commercial 09-309 9449
Litigation 09-358 5215
DX CP22003

Partners

Peter David Ellis
John Keith Radley
Russell Ernest Bartlett
David Robert Bigio
Keith Jack Harvey Wong
Douglas Andrew Allan

Consultant

Julie Gaye Goodyer

9 September 1996

District Land Registrar
AUCKLAND

Wally, please accept
this easement.
WRCG
Dot

**Registration - Auckland City Council - AMP Perpetual Trustee Company
Ltd**

We have dealt with all your rejection requirements apart from requirement number 4, which we read as saying -

"We are unable to register projection easements. It appears by your definition that the said easement is an encroachment easement. Therefore an encroachment easement can only be registered if it is an easement of support. Delete reference to projection easement in your schedule of easement certificate and in your explanation page 12 and 13. Also delete support easement explanations - pages 10, 11 and 12 as it doesn't relate to schedule."

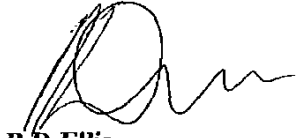
We do not agree that the projection easement is not registerable. It is in effect a form of encroachment although normally encroachment refers to an inadvertent or unintentional encroachment onto an adjoining property owned by another owner whereas, in this case, at the time the structures in question were built, the ownership of the land was in the same person. However, the structures in the easement area are encroaching on to the land in the adjoining title.

In any event we know of no authority that supports your proposition that an encroachment easement can only be registered if it is an easement of support. If this is still your position please advise your authority.

It is generally accepted that the class of easements is not closed and provided the easement fulfils the criteria the easement can be created. In this case we are of the opinion that the projection easement fulfils all the recognised criteria for establishment of an easement. It is defined as required by you on plan 173192 and there is no justification whatsoever for your statement that it can only be registered if it is an easement of support.

Please accept the documents for registration.

Yours faithfully
ELLIS GOULD

A handwritten signature in black ink, appearing to read 'P D Ellis', with a large, stylized initial 'P'.

P D Ellis


corfl7

D047202-1

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

15A/423
424
2nd/73,
33/77,
340/1461.

600 13.8.2008
PARTICULARS ENTERED IN REGISTER
LAND REVENUE (AUCKLAND)
047202-1



SIMPSON GRIERSON
SOLICITORS
AUCKLAND

DOWNTOWN AIRLINE
TERMINAL

Memorandum of Transfer

D047202.3 TE FIP

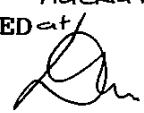
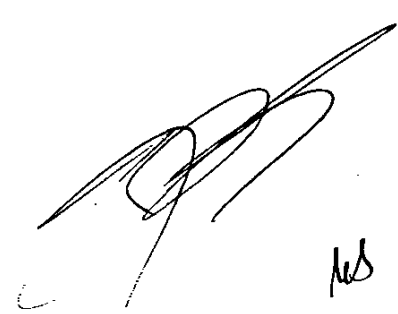
TRANSFER, LEASE, ASSIGNMENT	
✓ AGREEMENT, STAMPED WITH DUTY OF:	
\$ 393,000--	on / /
\$ 11,790--00	on / /
SECTION 24	EXEMPTION APPROVED <input type="checkbox"/>
SECTION 22 B	EXEMPTION APPROVED <input type="checkbox"/>
Date:	27.6.96 Initial: <i>AS</i>
DISTRICT COMMISSIONER OF INLAND REVENUE	

~~(herein called "the Transferor")~~ being registered as proprietor of an estate

1015dcl 12:49:43 27/06/1996 0000061318
New Zealand Stamp Duty - Duty
Self assessed duty \$**,***,**0.00

~~subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of~~
containing more or less being

WHEREAS:

- A. THE AUCKLAND CITY COUNCIL ("Transferor") is 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 herein in the land described in the First Schedule hereto.
- B. THE Transferor has agreed to transfer to **86 QUAY STREET LIMITED** ^{Auckland} ("Transferee") the said land described in the First Schedule hereto pursuant to a certain agreement for sale and purchase dated 13 October 1995. 
- C. THE Transferor and Transferee have agreed that the easements reserved herein shall be reserved as easements in gross.
- D. THE terms, conditions, and provisions of the within transfer and reservations of easements are set out on the pages annexed to this transfer. 

1. **DEFINITION AND INTERPRETATION**

1.1 The following words and phrases shall, unless the context otherwise requires, have the meanings ascribed to them as follows:

"Business Hours" means not less than the hours that the carpark on the Downtown Carpark Site is not closed;

"Dominant Tenement" means the estate or interest in that piece of land being the dominant tenement to which the relevant easement is appurtenant and includes any lots issuing from the Dominant Tenement as a result of a subdivision or boundary adjustment;

"Event" means any demolition, redevelopment, upgrading or refurbishment of the building(s) existing at the date of this deed on the Airline Terminal Site when referred to in clause 5.10;

"Transferor" means the Transferor or Transferors and it or their successors having the benefit of the relevant easement;

"Transferee" means the Transferee or Transferees or its or their successors in title, registered proprietors for the time being of an estate or interest in the Servient Tenements which are subject to the relevant easement;

"Other Authorised Persons" in relation to any easement means the agents, employees, contractors, tenants, licensees and invitees of the Transferor and all other persons authorised to enjoy the relevant easement and, where the context so admits, means any of such persons;

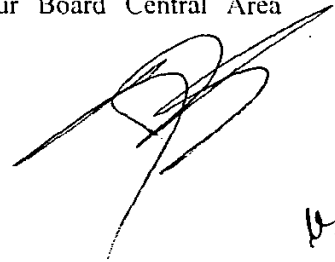
"The First Pedestrian Link Easement" means the rights of way over that part of the Convention Centre Site marked "B" and "E" on Deposited Plan 173192;

"The Second Pedestrian Link Easement" means the rights of way over that part of the Airline Terminal Site marked "C" and "D" on Deposited Plan 173192;

"The Support Easement" means the support easement over that part of the Airline Terminal Site marked "D" and "F" on Deposited Plan 173192;

"The Travelodge Site" means 2,407m² more or less being Lot 8 on Deposited Plan 60151 comprised and described in Certificate of Title 15A/423 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965.
2. Lease A391975.
3. Gazette Notice C494877.1.



03

4. Easement Certificate A493556;

"**The Convention Centre Site**" means 2,218m² more or less being Lot 1 on Deposited Plan 78340 and that parcel of airspace containing 611m² more or less between the elevations shown as Lot 2 on Deposited Plan 78340 comprised and described in Certificate of Title 34B/1461 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Easement Certificate 621087.3.
3. Lease 621087.4.
4. Electricity Easement in Gross created in Transfer 859774.1.
5. Easement Support created in Transfer B131965.1.
6. Gazette Notice C494877.1;

"**The Airline Terminal Site**" means 2,511m² more or less being Lot 5 on Deposited Plan 63972 comprised and described in Certificate of Title 21C/73 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Easement Certificate A593556.
3. Lease A593557.
4. Easement Certificate 621087.3.
5. Gazette Notice C494877.1;

"**Servient Tenements**" mean the estate or interest in the pieces of land being the servient tenements which are subject to the relevant easements.

2. **TRANSFER**

- 2.1 In consideration of the sum of \$4,482,000 plus Goods and Services Tax the Transferor hereby transfers to the Transferee all the Transferor's estate and interest in the land described in the First Schedule subject to the reservation of the Second Pedestrian Link Easement and the Support Easement on the terms and conditions set out below.

3. **RESERVATION OF EASEMENT**

- 3.1 The Transferor hereby reserves an easement in gross forever in common with the Transferee, its tenants, and any other person lawfully entitled so to do the right for the Transferor and Other Authorised Persons from time to time to pass, and repossess on foot over and along those parts of the Airline Terminal Site as are shown marked "C" and "D" on Deposited Plan 173192.
- 3.2 The Transferor hereby reserves as an easement in gross full right and liberty at all times hereafter to have a bridge or walkway supported, upheld or

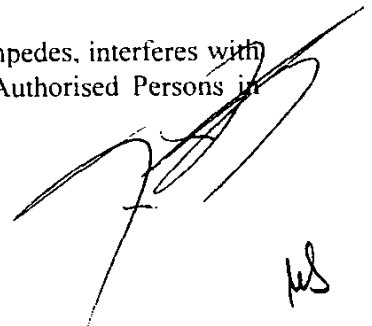
Right of way shown on Plan 173192

maintained by such support columns as may be erected on that part of the Airline Terminal Site as are shown marked "D" and "F" on Deposited Plan 173192.

4. GENERAL PROVISIONS RELATING TO EASEMENTS

The following provisions are applicable to the easements reserved in this transfer:

- 4.1 No power is implied in respect of any easement for the Transferee to determine the easement for breach of any provision in this transfer (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless contrary provisions are specifically set out in the easement or unless that easement is surrendered.
- 4.2 If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this transfer, the following provisions shall apply:
- 4.2.1 the other party may serve on the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of 14 days from service of the default notice the other party may perform such obligation;
- 4.2.2 if at expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
- (a) perform such obligation; and
 - (b) for that purpose enter the relevant Servient Tenement or Dominant Tenement and carry out any work required to remedy the default specified in the default notice.
- 4.3 The defaulting party shall be liable to pay to the other party the costs incurred by the other party in connection with the issue of the default notice and a specified proportion (being the proportion applicable to that party in respect of the terms of that easement) of the costs incurred in performing such obligation.
- 4.4 The other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.
- 4.5 The Transferee shall not do or allow any act which impedes, interferes with or restricts the rights of the Transferor and Other Authorised Persons in relation to any easement.



A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be the initials 'MS' or similar, with a long horizontal stroke extending to the left.

- 4.6 The Transferor may for the purpose of complying with any obligation of the Transferor pursuant to the terms contained in this transfer in relation to any easement:
- 4.6.1 enter the Servient Tenement with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and
 - 4.6.2 remain on the Servient Tenement for such time as is reasonable for the purpose of performing such obligation.

In exercising any of the rights under this subclause the transferor shall:

- 4.6.3 cause as little damage, disturbance, inconvenience and interruption to the Servient Tenement and to the use of the Servient Tenement as is reasonably necessary;
 - 4.6.4 forthwith make good any damage to the Servient Tenement and the occupier of the Servient Tenement; and
 - 4.6.5 obtain from the Transferee where the Transferee has leased the Servient Tenement or the Servient Tenement has been leased prior to the registration of this transfer, the consent of the tenant of the Servient Tenement to the entry by the Transferor and other Authorised Persons on the Servient Tenement and where such lease of the Servient Tenement provides for the Lessor to enter the demised premises for the purpose of effecting such work or repairs then the Transferee agrees to enforce that covenant against the tenant where the covenant would apply.
- 4.7 The parties acknowledge that at the date of this transfer there are encroachments which encroach onto the following easement areas:

- 4.7.1 Planters in Second Pedestrian Easement Link area; and
- 4.7.2 Other encroachments all as recorded in a Deed of Licence dated June 1996 between Auckland City Council and AMP Perpetual Trustee Company NZ Limited and others.

4.8 The Transferee agrees that it shall not:

- 4.8.1 erect or place any more obstructions or encroachments in or on any of the easement areas other than those set out in clause 4.7 above; and
- 4.8.2 on a redevelopment of any of the buildings in the easement areas or the redevelopment of the easement areas themselves the Transferee will use its best endeavours to have the obstruction or



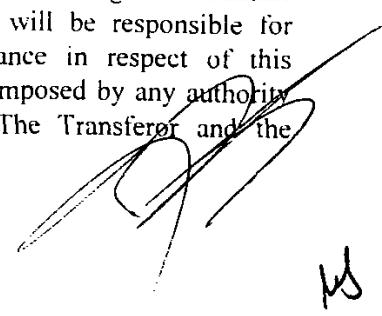
WS

encroachment removed or at least reduced in its impact on the easement area.

5. QUALIFICATIONS FOR THE SECOND PEDESTRIAN LINK EASEMENT

The following provisions shall apply to the Second Pedestrian Link Easement:

- 5.1 The Transferor and Other Authorised Persons shall have the right in common with the Transferee to pass and repass on foot over the Second Pedestrian Link Easement area.
- 5.2 The rights hereby granted in respect of the public use of the Second Pedestrian Link Easement are restricted to use during the Business Hours provided that the Transferee shall not be required to provide access in terms of this easement until the proposed walkway or bridge over Quay Street to Princess Wharf (referred to in clause 5.5 below) has been constructed.
- 5.3 Following prior consultation with the Transferor, the Transferee may install planters, seats and other aesthetic improvements in the Second Pedestrian Link Easement area provided that the same or part thereof shall be removed if in the reasonable opinion of the Transferor it or they are causing or are likely to cause undue obstruction to ingress and egress through the Second Pedestrian Link Easement area.
- 5.4 Subject to clause 5.7 the Transferee shall be responsible for the maintenance of the Second Pedestrian Link Easement area to maintain it in good clean order, repair and safe condition.
- 5.5 The parties acknowledge that the purpose of this pedestrian easement is to link the First Pedestrian Link Easement area through an uncovered walkway or bridge (or such other design for access as may be agreed in writing between the Transferee and the Transferor and the hotel operator of the Travelodge Site) over Quay Street to Princes Wharf and the Transferee shall have the right to cancel this easement by notice in writing to the Transferor if construction of the walkway or bridge over Quay Street to Princes Wharf has not been completed by 31 December 2003.
- 5.6 The Transferee shall not as a result of granting this easement be obliged to upgrade the structural integrity of the existing building on the Airline Terminal Site to support the walkway or bridge.
- 5.7 The Transferor will be responsible for all costs incurred in forming physically the Second Pedestrian Link Easement through the Airline Terminal Site. After formation the Transferor will be responsible for meeting ongoing maintenance costs and insurance in respect of this easement area including any consequential costs imposed by any authority under the Building Act 1991 or otherwise. The Transferor and the

A large, stylized handwritten signature in black ink is written over the bottom right portion of the text in clause 5.7. To the right of the signature, the initials 'MS' are written in a similar style.

Transferee will each also meet one half of the cost of any future refurbishment cost in respect of the Second Pedestrian Link Easement area.

5.8 The Transferee shall give the Transferor and other Authorised Persons reasonable access over the Airline Terminal Site to construct the Second Pedestrian Link Easement.

5.9 Should the Transferee wish to develop the Airline Terminal Site it shall do so in such a manner so as not to prejudice the Transferor's rights to the Second Pedestrian Link Easement or to interrupt those rights unless during such period of interruption it provides for a replacement right of way as set out in clause 5.10.

5.10 If the Transferee at any time while the Second Pedestrian Easement is in force, wishes to undertake an Event and should that Event prejudice or be likely to prejudice the continued use of the Second Pedestrian Easement then, provided the Transferee has given 20 working days prior written notice of such work to the Transferor, the Transferee may:

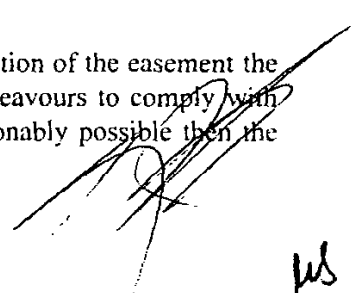
5.10.1 suspend the operation of such grant during the period or periods of an Event; and/or

5.10.2 move the location of the right of way (to be over the Servient Tenement) as long as in each of the situations representing an Event:

(a) the Transferee provides, from the time the Event prejudices the use of the right of way, and so long as this occurs, a replacement right of way to be not less than 5 metres wide and to have a floor to ceiling height during any temporary relocation of the easement of not less than 2.5 metres but at all other times to have a floor to ceiling height of not less than 3.35 metres (though the RL's referred to on Deposited Plan 173192 may be adjusted to take account of any raising or lowering of the floor level) and which comprises a good, safe, well lit, and continuous access between the First Pedestrian Link Easement and the walkway or bridge over Quay Street referred to in clause 5.5 above; and

(b) the total length of the replacement right of way is not substantially longer than the total length of the original right of way; but

(c) in the case of a temporary relocation of the easement the Transferee shall use its best endeavours to comply with (b) above but if this is not reasonably possible then the

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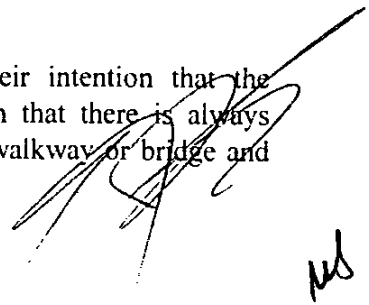
length shall be kept to as reasonably short a distance as possible; and

- (d) there is a proper linkage of the walkway or bridge over Quay Street with the Second Pedestrian Link Easement so that the users of this link do not have to negotiate an unreasonable number of steps or gradients to and from this easement and the walkway or bridge.

6. QUALIFICATIONS FOR THE SUPPORT EASEMENT

The following provisions shall apply to the Support Easement:

- 6.1 The Transferor shall be entitled to use, encroach on and enjoy the Support Easement area to erect, and when erected modify and maintain support columns for a bridge or walkway over these areas.
- 6.2 The parties acknowledge that the principal support of the bridge or walkway shall be situated clear of the Airline Terminal Site and on the northern side of the footpath and designed so that the support on the Airline Terminal Site is only up to first floor level well forward from the Quay Street frontage and designed so that there is minimal obstruction to the ground floor retail areas on the Airline Terminal Site.
- 6.3 The parties agree that until the Airline Terminal Site is redeveloped up to three support posts having up to a maximum diameter or square of 600mm (or such lesser proportions or number of posts as the parties' respective engineers may approve) supported by either piles or foundation pads of up to a maximum diameter or square of 1000mm (or such lesser proportions as the Transferee and Transferor's respective engineers may approve) may be located within the Support Easement area for the purpose of supporting the suspended bridge link from the point that the bridge over Quay Street meets the Quay Street boundary of areas "D" and "F" to the existing building on the Airline Terminal Site to the south of areas "D" and "F".
- 6.4 If as a result of the redevelopment of the Airline Terminal Site the Support Easement area "D" and "F" is insufficient as an easement support area (for example if the new development is built further back from the roadway) then the Transferor will be entitled to span this additional area, with the result that the Support Easement may be enlarged at the request of the Transferor to cover any such additional area provided that any such enlargement of the easement area shall be in a part of the Airline Terminal Site which has not then had a building or other improvements constructed on it.
- 6.5 The parties acknowledge and agree that it is their intention that the dimensions of the Support Easement shall be such that there is always sufficient support provided for the integrity of the walkway or bridge and

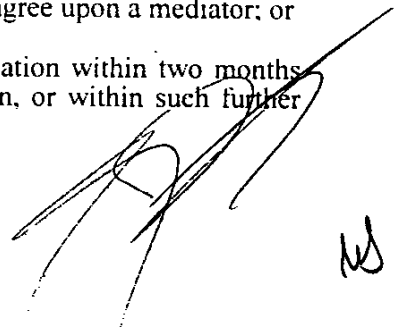
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the support structures of the walkway or bridge in the Support Easement area. It is therefore agreed:

- 6.5.1 The Transferee may redevelop the Airline Terminal Site and use the land under the Support Easement area.
- 6.5.2 Where this redevelopment is under the support structure of the walkway or bridge or so close to these structures or the Support Easement area that, in the Transferor's reasonable opinion as supported by independent engineering evidence, the integrity of those support structures or the walkway or bridge is at risk, then the Transferee shall carry out its redevelopment in such a manner so that there is always sufficient support provided to the support structures of the walkway or bridge in the Support Easement area.
- 6.5.3 The Transferee shall if it is necessary in the reasonable opinion of the Transferor and with the prior written approval of the Transferor replace the support structures.
- 6.5.4 The Transferee shall pay for all work, fees, engineer's fees, costs and requirements which arise either directly or indirectly as a result of the exercise of the Transferee's rights under this clause 6.5 including reimbursing to the Transferor any of the Transferor's costs and expenses.
- 6.6 The Transferee at its cost will arrange for an independent engineer to certify prior to undertaking such redevelopment the sufficiency of such support for the structural integrity of the walkway or bridge.

7. RESOLUTION OF DISPUTES

- 7.1 If any dispute or difference arises between the parties in any way arising out of or in connection with this agreement, either party may give written notice of its intention to refer such dispute or difference to mediation.
- 7.2 If a request to mediate is made then the parties shall endeavour to agree on a mediator and shall submit the matter in dispute to the mediator. The mediator shall discuss the matter with the parties (separately or jointly in the discretion of the mediator) and endeavour to resolve it by their agreement. All discussions in the mediation shall be without prejudice and shall not be referred to in any later proceedings. The parties shall bear their own costs in the mediation and shall each pay half the costs of the mediator.
- 7.3 Where:
 - 7.3.1 a notice of mediation is not served; or
 - 7.3.2 the parties have agreed upon mediation but have been unable within seven days of such agreement to agree upon a mediator; or
 - 7.3.3 no agreement has been reached in mediation within two months of the service of the notice of mediation, or within such further time as the parties may agree;

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then the matter in dispute may be referred to arbitration upon the service of a notice of intention to commence arbitration and the arbitration shall be governed by the Arbitration Act 1908 except to the extent modified by this agreement.

- 7.4 The arbitration shall be by a single arbitrator. If the parties cannot agree upon an arbitrator within seven days of the notice of intention to commence arbitration, either party may request the president of the Arbitrators Institute of New Zealand Incorporated to appoint a sole arbitrator. Either party may request the appointment of an assessor to sit with the arbitrator but any such assessor shall have an advisory role and shall not have the authority to make a binding decision. If the parties cannot within a reasonable time agree upon an assessor then the arbitrator may appoint an assessor.

In witness of which this memorandum has been executed.

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FIRST SCHEDULE

1. The Airline Terminal Site being all that parcel of land containing 2,511m² more or less being Lot 5 on Deposited Plan 63972 comprised and described in Certificate of Title 21C/73 (North Auckland Registry) **SUBJECT TO:**

1. the provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part);
2. Easement Certificate A593556;
3. Lease A593557;
4. Easement Certificate 621087.3;
5. Gazette Notice C.494877.1.
6. Easement Certificate No. .



Merger of Freehold and Leasehold Estates

Steven

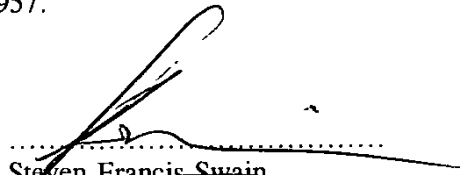
I, ~~Stephen~~ Francis Swain, of Wellington, Company Director solemnly and sincerely declare:

1. I am a director of the Transferee of the estate in fee simple in the land being transferred in the within Transfer and I am duly authorised to make this declaration on behalf of the Transferee.
2. The Transferee is also the registered proprietor of an estate in leasehold as lessee under Memorandum of Lease A 593557 which Lease is registered against the land being transferred to the Transferee in the within Transfer.
3. The Transferee in its own right (and not on behalf of or as trustee for any person) is proprietor of the said fee simple and leasehold estates.
4. The Transferee has not mortgaged or charged or encumbered in any way whatsoever its estate as lessee.
5. There are no outstanding estates or interests at law or in equity affecting either estate to prevent the merge of the said leasehold estate in the fee simple estate of the land and no person other than the Transferee will be affected by that merger.

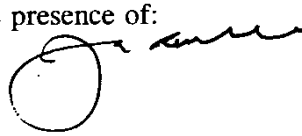
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at ^{Wellington} Wellington

this 21st day of June 1996


Steven Francis Swain

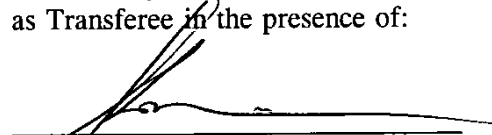
in the presence of:

 **JOHN KEITH RADLEY**
SOLICITOR
AUCKLAND

A Solicitor of the High Court of New Zealand

The Transferee hereby applies for the noting of merger of the Transferee's estate as Lessee under Memorandum of Lease A 593557 in the fee simple estate acquired under the within Transfer upon the grounds that the merger has been effected at law and in equity as shown above.

Executed by **86 Quay Street Limited**
as Transferee in the presence of:


Signature of Director

STEVEN FRANCIS SWAIN
Full Name of Director


Signature of Director

PAUL PHILLIPS
Full Name of Director

15
In Consideration of ~~the sum of~~ the premises and in consideration of valuable consideration

paid to the Transferor by the Transferee pursuant to a certain agreement for sale and purchase dated 13 October 1995


~~(herein called "the Transferee")~~ the receipt of which sum is hereby acknowledged ^{the Transferor} **Hereby Transfers** to the Transferee all the Transferor's estate and interest ~~in the said piece or pieces of land~~ as set out in clause 2 of the pages annexed hereto

In witness whereof these presents have been executed this 21st day of June 1996

Signed by the Transferor
THE AUCKLAND CITY COUNCIL

(by the affixing of its common seal)


in the presence of:




M. C. O. M. H. (Deputy) Mayor

City Secretary

Signed by 86 QUAY STREET LIMITED
as Transferee by:



Director


Director



MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

[Handwritten signature]

THE AUCKLAND CITY COUNCIL Transferor

SOLICITOR FOR THE TRANSFEREE

86 QUAY STREET LIMITED Transferee

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

SOLICITOR FOR THE TRANSFEREE

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

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

Assistant / District Land Registrar of the

SOLICITOR FOR THE TRANSFEREE

District of

The within transfer is made pursuant to S.572 Local Government Act 1974

[Handwritten signature]
Solicitor for the Council

\$115 Tsk
25 2 open in 10.1.1
19 17.12.1985

\$152

[Handwritten scribbles]

SIMPSON GRIERSON
SOLICITORS
AUCKLAND

3.50.19.569.9c
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY
ASST. LAND REGISTRAR
AUCKLAND
21/9/75
Leak, A593557
10/10/75

Memorandum of Transfer


D047202.4 TE

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

101jdc1 12:49:05 27/06/1996 0000061315
New Zealand Stamp Duty - Duty
Self assessed duty ***.***.***0.00

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of containing more or less being

WHEREAS:

- A. **THE AUCKLAND CITY COUNCIL** ("Transferor") is 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 herein in the land described in the First Schedule hereto.
- B.  **THE Transferor** has agreed to transfer to **LOWER ALBERT STREET LIMITED** ("Transferee") the said land described in the First Schedule hereto pursuant to a certain agreement for sale and purchase dated 13 October 1995.
- C. **THE Transferor and Transferee** have agreed that the easements reserved herein shall be reserved as easements in gross.
- D. **THE terms, conditions, and provisions** of the within transfer and reservation of easements are set out on the pages annexed to this transfer.

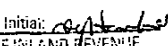
TRANSFER, LEASE, ASSIGNMENT AGREEMENT, STAMPED WITH DUTY OF:

\$ 393,000 - on / /

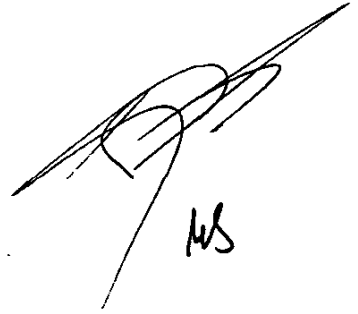
FIP \$ 11,790 - on / /

SECTION 24 EXEMPTION APPROVED

SECTION 22 B EXEMPTION APPROVED

Date: 27-6-96 Initial: 

DISTRICT COMMISSIONER OF INLAND REVENUE


MS

1. DEFINITION AND INTERPRETATION

1.1 The following words and phrases shall, unless the context otherwise requires, have the meanings ascribed to them as follows:

"Business Hours" means not less than the hours the Downtown Retail Centre is open for trading;

"Event" means any demolition, redevelopment, upgrading or refurbishment of the building(s) existing at the date of this deed on the Convention Centre Site when referred to in clause 5.6;

"Transferor" means the Transferor or Transferors and it or their successors having the benefit of the relevant easement;

"Transferee" means the Transferee or Transferees or its or their successors in title, registered proprietors for the time being of an estate or interest in the Servient Tenements which are subject to the relevant easement;

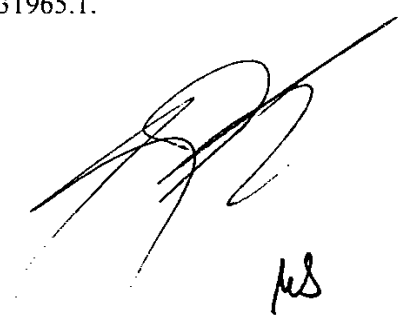
"Other Authorised Persons" in relation to any easement means the agents, employees, contractors, tenants, licensees and invitees of the Transferor and all other persons authorised to enjoy the relevant easement and, where the context so admits, means any of such persons;

"The First Pedestrian Link Easement" means the rights of way over that part of the Convention Centre Site marked "B" and "E" on Deposited Plan 173192;

"The Second Pedestrian Link Easement" means the rights of way over that part of the Airline Terminal Site marked "C" and "D" on Deposited Plan 173192;

"The Convention Centre Site" means 2,218m² more or less being Lot 1 on Deposited Plan 78340 and that parcel of airspace containing 611m² more or less between the elevations shown as Lot 2 on Deposited Plan 78340 comprised and described in Certificate of Title 34B/1461 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Easement Certificate 621087.3.
3. Lease 621087.4.
4. Electricity Easement in Gross created in Transfer 859774.1.
5. Easement of Support created in Transfer B131965.1.
6. Gazette Notice C494877.1;

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"**The Airline Terminal Site**" means 2,511m² more or less being Lot 5 on Deposited Plan 63972 comprised and described in Certificate of Title 21C/73 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Easement Certificate A593556.
3. Lease A593557.
4. Easement Certificate 621087.3.
5. Gazette Notice C494877.1;

"**The Downtown Carpark Site**" means 6,443m² more or less being Lot 9 on Deposited Plan 60151 comprised and described in Certificate of Title 15A/424 (North Auckland Registry) **SUBJECT TO:**

1. The provisions of the Auckland Harbour Board Central Area Properties Redevelopment Act 1965 (as to part).
2. Lease A363643.
3. Gazette Notice C494877.1;

"**The Downtown Retail Centre**" means the land and buildings with a frontage on Lower Albert Street known as The Downtown Centre.

"**Servient Tenements**" mean the estate or interest in the pieces of land being the servient tenements which are subject to the relevant easements.

2. TRANSFER

- 2.1 In consideration of the sum of \$3,320,000 plus Goods and Service Tax the Transferor hereby transfers to the Transferee all the Transferor's estate and interest in the land described in the First Schedule subject to the reservation of the First Pedestrian Link Easement on the terms and conditions set out below.

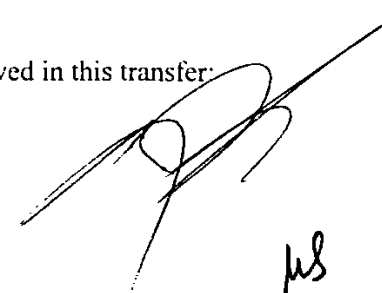
3. RESERVATION OF EASEMENT

- 3.1 The Transferor hereby reserves as an easement in gross forever in common with the Transferee, its tenants, and any other person lawfully entitled so to do the right for the Transferor and Other Authorised Persons from time to time to pass, and repass on foot over and along those parts of the Convention Centre Site as are shown marked "B" and "E" on Deposited Plan 173192.

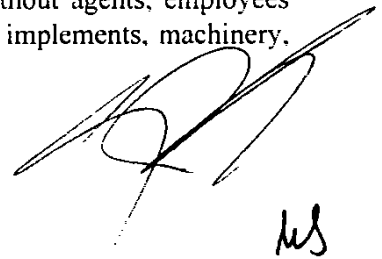
Right of Way

4. GENERAL PROVISIONS RELATING TO EASEMENT

The following provisions are applicable to the easement reserved in this transfer:



- 4.1 No power is implied in respect of the easement for the Transferee to determine the easement for breach of any provision in this transfer (whether express or implied) or for any other cause, it being the intention of the parties that the easement shall subsist for all time unless contrary provisions are specifically set out in the easement or unless the easement is surrendered.
- 4.2 If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this transfer, the following provisions shall apply:
- 4.2.1 the other party may serve on the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of 14 days from service of the default notice the other party may perform such obligation;
- 4.2.2 if at expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
- (a) perform such obligation; and
 - (b) for that purpose enter the relevant Servient Tenement or Dominant Tenement and carry out any work required to remedy the default specified in the default notice.
- 4.3 The defaulting party shall be liable to pay to the other party the costs incurred by the other party in connection with the issue of the default notice and a specified proportion (being the proportion applicable to that party in respect of the terms of that easement) of the costs incurred in performing such obligation.
- 4.4 The other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.
- 4.5 The Transferee shall not do or allow any act which impedes, interferes with or restricts the rights of the Transferor and Other Authorised Persons in relation to the easement.
- 4.6 The Transferor may for the purpose of complying with any obligation of the Transferor pursuant to the terms contained in this transfer in relation to the easement:
- 4.6.1 enter the Servient Tenement with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and

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4.6.2 remain on the Servient Tenement for such time as is reasonable for the purpose of performing such obligation.

In exercising any of the rights under this subclause the transferor shall:

4.6.3 cause as little damage, disturbance, inconvenience and interruption to the Servient Tenement and to the use of the Servient Tenement as is reasonably necessary;

4.6.4 forthwith make good any damage to the Servient Tenement and to the occupier of the Servient Tenement; and

4.6.5 obtain from the Transferee where the Transferee has leased the Servient Tenement or the Servient Tenement has been leased prior to the registration of this transfer, the consent of the tenant of the Servient Tenement to the entry by the Transferor and other Authorised Persons on the Servient Tenement and where such lease of the Servient Tenement provides for the Lessor to enter the demised premises for the purpose of effecting such work or repairs then the Transferee agrees to enforce that covenant against the tenant where the covenant would apply.

4.7 The parties acknowledge that at the date of this transfer there are structures which encroach onto the easement area:

4.7.1 Display cabinets in the First Pedestrian Link Easement area; and

4.7.2 Other encroachments all as recorded in a Deed of Licence dated June 1996 between Auckland City Council and AMP Perpetual Trustee Company NZ Limited and others.

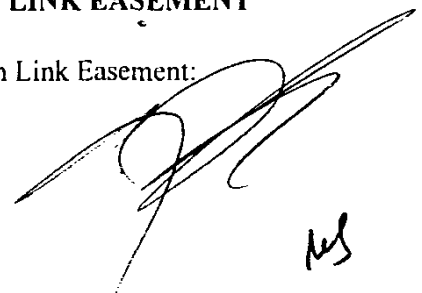
4.8 The Transferee agrees that it shall not:

4.8.1 erect or place any more obstructions or encroachments in or on any of the easement area other than those set out in clause 4.7 above; and

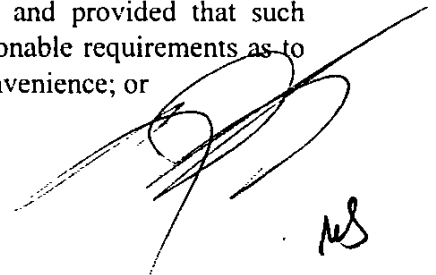
4.8.2 on a redevelopment of any of the buildings in the easement area or the redevelopment of the easement area themselves the Transferee will use its best endeavours to have the obstruction or encroachment removed or at least reduced in its impact on the easement area.

5. QUALIFICATIONS FOR THE FIRST PEDESTRIAN LINK EASEMENT

The following provisions shall apply to the First Pedestrian Link Easement:

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- 5.1 The Transferor and Other Authorised Persons have the right in common with the Transferee to pass and repass on foot over the First Pedestrian Link Easement area for all purposes connected with the use and enjoyment of the Downtown Carpark Site.
- 5.2 The rights of way granted in respect of the public use of the First Pedestrian Link Easement are restricted to use during the Business Hours provided that such a part of the First Pedestrian Link Easement area as is necessary to enable access between the carpark on the Downtown Carpark Site and the Second Pedestrian Link Easement shall be kept open for the same hours as the carpark on the Downtown Carpark Site is not closed (with the balance of the First Pedestrian Link Easement area being closed off by way of a security screen or other similar mechanism as the Transferee should wish).
- 5.3 Following prior consultation with the Transferor, the Transferee may install planters, seats and other aesthetic improvements in the First Pedestrian Link Easement area provided that the same or part thereof shall be removed if in the reasonable opinion of the Transferor it or they are causing or are likely to cause undue obstruction to ingress and egress through the First Pedestrian Link Easement area.
- 5.4 The Transferee shall be responsible for the maintenance of the First Pedestrian Link Easement area to maintain it in good clean order, repair and safe condition.
- 5.5 If the registered proprietor of the Convention Centre Site and the registered proprietor or proprietors of the Downtown Retail Centre agree (subject to Resource Management Act consent or equivalent or replacement consent only) to relocate the airbridge at a different point across Lower Albert Street the Transferee shall have the right to relocate the First Pedestrian Link Easement within the Convention Centre Site to link up with the relocated airbridge over Lower Albert Street and the provisions of clause 5.6 will apply to such relocation with all necessary modifications except that such relocated easement will either be in accordance with:
- 5.5.1 the diagram attached to the Agreement for Sale and Purchase dated 13 October 1995 between the Transferor and AMP Perpetual Trustee Company NZ Limited provided that the length of the relocated easement running parallel and nearest to the boundary of the Convention Centre Site and the Downtown Carpark Site shall not exceed 30 metres measured from the centre point of the existing easement on such boundary to the centre point of the relocated easement at the point that it then traverses from west to east at the southern end of the Convention Centre Site parallel to the original easement, and provided that such relocated easement will satisfy the reasonable requirements as to public safety, pedestrian interest and convenience; or

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5.5.2 such other alternative path as may be agreed between the Transferee and Transferor and which satisfies the Transferor's reasonable requirements as to public safety, pedestrian interest and convenience.

5.5.3 **PROVIDED THAT:**

- (a) The Transferor has received and approved plans of the relocated right of way (such approval not to be unreasonably withheld and, in the absence of reasonable grounds for withholding approval, such approval to be given within 30 working days of receipt of such plans); and
- (b) The Transferee has first executed a registrable memorandum of transfer in favour of the Transferor so as to enable the creation of the replacement right of way easement in gross; and
- (c) The Transferee has undertaken to register the surrender contemporaneously with the memorandum of transfer creating the replacement right of way

then the Transferor will within 10 working days of receipt of a surrender of the right of way execute such surrender.

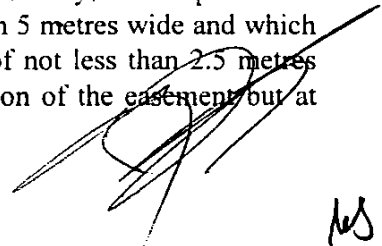
5.5.4 The Transferee will prepare all necessary documentation and pay all reasonable costs of and incidental to relocating and replacing the right of way (including the transferees reasonable legal costs).

5.6 If the Transferee at any time while the First Pedestrian Link Easement is in force, wishes to undertake an Event and should that Event prejudice or be likely to prejudice the continued use of the First Pedestrian Link Easement then, provided the Transferee has given 20 working days prior written notice of such work to the Transferor, the Transferee may:

5.6.1 suspend the operation of such grant during the period or periods of an Event; and/or

5.6.2 move the location of the right of way to be over either the Servient Land or over the Airline Terminal Site as long as in each of the situations representing an Event:

- (a) the Transferee provides, from the time the Event prejudices the use of the right of way, for a replacement right of way to be not less than 5 metres wide and which has a floor to ceiling height of not less than 2.5 metres during any temporary relocation of the easement but at

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all other times to have a floor to ceiling height of not less than 3.35 metres (though the RLs referred to on Deposited Plan 173192 may be adjusted to take account of any raising or lowering of the floor level) and which comprises a good, safe, well lit, and continuous access between the walkway over the lower Albert Street and the pedestrian access to the public carpark on the north east corner of the Downtown Carpark Site; and

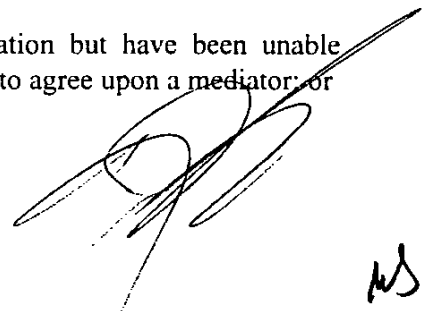
- (b) the total length of the replacement right of way does not exceed the total length of the original right of way by more than 30 metres; but
- (c) in the case of a temporary relocation of the easement the Transferee shall use its best endeavours to comply with (b) above but if this is not reasonably possible then the length shall be kept to as reasonably short a distance as possible.

6. LINK TO DOWNTOWN RETAIL CENTRE

- 6.1 The Transferor will use its best endeavours to maintain a pedestrian linkage from Queen Elizabeth Square through the Downtown Retail Centre to the airbridge over Lower Albert Street by a reasonably direct route for so long as there is a need for the First Pedestrian Link Easement.

7. RESOLUTION OF DISPUTES

- 7.1 If any dispute or difference arises between the parties in any way arising out of or in connection with this agreement, either party may give written notice of its intention to refer such dispute or difference to mediation.
- 7.2 If a request to mediate is made then the parties shall endeavour to agree on a mediator and shall submit the matter in dispute to the mediator. The mediator shall discuss the matter with the parties (separately or jointly in the discretion of the mediator) and endeavour to resolve it by their agreement. All discussions in the mediation shall be without prejudice and shall not be referred to in any later proceedings. The parties shall bear their own costs in the mediation and shall each pay half the costs of the mediator.
- 7.3 Where:
 - 7.3.1 a notice of mediation is not served; or
 - 7.3.2 the parties have agreed upon mediation but have been unable within seven days of such agreement to agree upon a mediator; or

A large, stylized handwritten signature in black ink is written over the text of clause 7.3.2. To the right of the signature, the initials 'MS' are written in a similar style.

7.3.3 no agreement has been reached in mediation within two months of the service of the notice of mediation, or within such further time as the parties may agree;

then the matter in dispute may be referred to arbitration upon the service of a notice of intention to commence arbitration and the arbitration shall be governed by the Arbitration Act 1908 except to the extent modified by this agreement.

7.4 The arbitration shall be by a single arbitrator. If the parties cannot agree upon an arbitrator within seven days of the notice of intention to commence arbitration, either party may request the president of the Arbitrators Institute of New Zealand Incorporated to appoint a sole arbitrator. Either party may request the appointment of an assessor to sit with the arbitrator but any such assessor shall have an advisory role and shall not have the authority to make a binding decision. If the parties cannot within a reasonable time agree upon an assessor then the arbitrator may appoint an assessor.

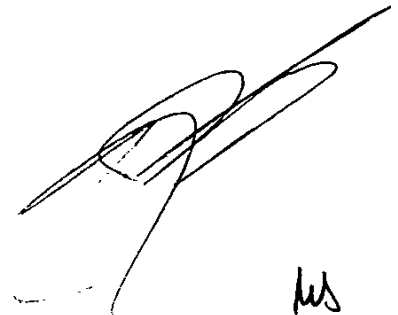
In witness of which this memorandum has been executed.

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right. Below the main signature, there is a smaller, more compact handwritten mark that appears to be the initials 'MS'.

FIRST SCHEDULE

1. The Convention Centre Site being all that parcel of land containing 2,218m² more or less being Lot 1 Deposited Plan 78340 and that parcel of air space containing 611m² more or less between the elevations shown as Lot 2 on Deposited Plan 78340 comprised and described in Certificate of Title 34B/1461 (North Auckland Registry)
SUBJECT TO:

1. the provisions of the Auckland Harbour Board Control Area Properties Redevelopment Act 1965 (as to part);
2. \ Easement Certificate 621087.3;
3. \ Lease 621087.4;
4. \ Electricity Easement in Gross created in Transfer 859774.1;
5. \ Easement of Support created in Transfer B131965.1;
6. \ Gazette Notice C.4994877.1.
7. Easement Certificate No. .


ms

Merger of Freehold and Leasehold Estates

I, Steven Michael Swain, of Wellington, Company Director solemnly and sincerely declare:

1. I am a director of the Transferee of the estate in fee simple in the land being transferred in the within Transfer and I am duly authorised to make this declaration on behalf of the Transferee.
2. The Transferee is also the registered proprietor of an estate in leasehold as lessee under Memorandum of Lease 621087.4 which Lease is registered against the land being transferred to the Transferee in the within Transfer.
3. The Transferee in its own right (and not on behalf of or as trustee for any person) is proprietor of the said fee simple and leasehold estates.
4. The Transferee has not mortgaged or charged or encumbered in any way whatsoever its estate as lessee.
5. There are no outstanding estates or interests at law or in equity affecting either estate to prevent the merge of the said leasehold estate in the fee simple estate of the land and no person other than the Transferee will be affected by that merger.

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

Declared at ^{Auckland} Wellington

this 21st day of June 1996


.....
Steven Francis Swain.

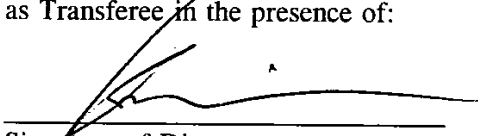
in the presence of:


JOHN KEITH RADLEY
SOLICITOR
AUCKLAND

A Solicitor of the High Court of New Zealand

The Transferee hereby applies for the noting of merger of the Transferee's estate as Lessee under Memorandum of Lease 621087.4 in the fee simple estate acquired under the within Transfer upon the grounds that the merger has been effected at law and in equity as shown above.

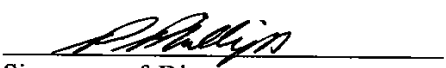
Executed by **Lower Albert Street Limited**
as Transferee in the presence of:



Signature of Director

STEVEN FRANCIS SWAIN

Full Name of Director



Signature of Director

PAUL PHILLIPS

Full Name of Director

In Consideration of ~~the sum of~~ the premises and in consideration of valuable consideration

paid to the Transferor by the Transferee pursuant to a certain agreement for sale and purchase dated 13 October 1995

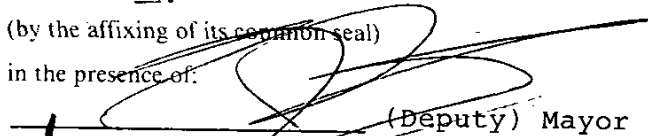
~~(herein called "the Transferee")~~ the receipt of which sum is hereby acknowledged ^{the Transferor} Hereby Transfers to the Transferee all the Transferor's estate and interest ~~in the said piece or pieces of land~~ as set out in clause 2 of the pages annexed hereto

In witness whereof these presents have been executed this 21st day of June 1996

Signed by the Transferor
THE AUCKLAND CITY COUNCIL

(by the affixing of its common seal)

in the presence of:


M. E. O'Connell (Deputy) Mayor
City Secretary

Signed by LOWER ALBERT STREET LIMITED
as Transferee by:


Director


Director



MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

THE AUCKLAND CITY COUNCIL Transferor

SOLICITOR FOR THE TRANSFEEE

LOWER ALBERT STREET LIMITED Transferee

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

SOLICITOR FOR THE TRANSFEEE.

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

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

Assistant / District Land Registrar of the

SOLICITOR FOR THE TRANSFEEE.

District of

The within transfer is made pursuant to S.572 Local Government Act 1974

Solicitor for the Council

SIMPSON GRIERSON
SOLICITORS
AUCKLAND

Lease 621087.4
24/6/1961



100 1000000 000



D230984.1
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).

+/We Perpetual Trust Limited (C.T. 33C/37), Lower Albert Street Limited (C.T. 34B/1461), 86 Quay Street Limited (C.T. 21C/73) and 96 Quay Street Limited (C.T. 15A/423)

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the 10th day of August 1976 under No. 78340 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. 78340

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	Part Lot 7 Deposited Plan 77037 CT 33C/37	Parts shown "A" and "B" on Deposited Plan 78340	Lots 1 and 2 Deposited Plan 78340; Part Lot 5 Deposited Plan 63972; Lot 8 Deposited Plan 60151	33C/37 (Servient Tenement) 34B/1461 21C/73 15A/423 (Dominant Tenements)

~~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 pages

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

The following rights and powers shall apply to the rights of way described in this Certificate in substitution for the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952:

- (a) The full, free, uninterrupted and unrestricted right, liberty and privilege for the grantee and its servants, tenants, agents, workmen, licensees and invitees (in common with the grantor, and its tenants, and any other person lawfully entitled to do so) from time to time and at all times by day and by night to go, pass and repass with or without vehicles, motor vehicles, machinery, equipment and implements of any kind over and along the land over which the right of way is created, but subject to the terms, conditions and restrictions set out below.
- (b) The following rights of the occupiers of the land for the benefit of which and the land over which the easement is granted:
 - (i) The right to establish a driveway, and to effect necessary repairs to any existing driveway, and to carry out any necessary maintenance and upkeep, where necessary altering the state of the land over which the easement is granted; and any necessary rights of entry on the land over which the easement is granted with or without machinery, plant, and equipment.
 - (ii) The right to have that land over which the easement is granted kept clear at all times of obstructions whether caused by parked vehicles, deposit of materials, or unreasonable impediment to the use and enjoyment of the driveway.
 - (iii) The right to a reasonable contribution from other occupiers towards the cost of establishment, maintenance, upkeep, and repair of the driveway to an appropriate standard.
 - (iv) The right to recover from the other occupiers the cost of repairs to the driveway occasioned by any wilful or negligent act, and all such costs occasioned by them, their agents, servants, contractors, permitted occupants, residents, or invitees arising out of the use of the driveway.
 - (v) Where work is carried out by one occupier on the land of an adjoining owner pursuant to sub-paragraph (i) of this paragraph or to any order of a Court, the right of the latter owner or occupier to have the land restored as far as possible to its former condition after the completion of the work, subject to the right of contribution described in sub-paragraph (iii) of this paragraph.

In this paragraph 1(b) "occupier" has the meaning ascribed to that term by s126 of the Property Law Act 1952 and "occupiers" has a corresponding meaning.

- (c) Notwithstanding clause 1(a) above, the right of way shall not be used for the passage of heavy vehicles without the prior consent of the registered

proprietor of the servient land ("Servient Owner") on each occasion. Such consent may be withheld by the Servient Owner at the Servient Owner's absolute discretion (and notwithstanding consent for any similar use on any previous occasion) and the Servient Owner shall not be required to give any reason for withholding its consent.

2. Terms, conditions, covenants, or restrictions in respect of the above easements:
- (a) The easement of right of way shall be limited so that it does not extend below or above the reduced levels shown at Sections A-A', B-B', C-C' and D-D' on Deposited Plan 78340.
 - (b) The grantee agrees to allow reasonable interference with the rights herein granted during demolition of any building on the servient land and during any new building operations thereon and also as may reasonably be necessary for repair and maintenance operations to the buildings on the land adjoining the right of way provided that the grantee, its servants, tenants, agents, workmen, licensees and invitees shall not thereby be deprived of any access over the right of way.
 - (c) The parties using the right of way from time to time shall do so in a proper manner and control the safe and orderly movement of pedestrian and vehicular traffic thereon and save as provided herein shall not obstruct the same and shall form and thereafter maintain and keep the right of way in good repair and cleaned and the costs thereof shall be borne equally between the parties using the right of way on the basis of their respective usage and any dispute in that connection shall be decided by arbitration in accordance with the Arbitration Act 1996 by a sole arbitrator agreed on by the parties or failing agreement within 14 days appointed by the President of the Auckland District Law Society. The arbitrators decision (including any decision as to apportionment of the costs of the arbitration among the parties) shall be final and binding upon the parties, provided however that any party may appeal to the High Court of New Zealand on a question or questions of law.

DATED this 21 day of December 1997

Signed by the abovenamed)
PERPETUAL TRUST LIMITED)
by its authorised signatories)
in the presence of:)

Authorised Signatory

Graham Arthur Thom
Name

Authorised Signatory

Shane Edward Pearce
Name

Witness.....

Occupation..... In the presence of.....

Address.....

V. J. Ferguson
Wellington
Trust Officer

Signed by **Lower Albert Street Limited**)
by two of its directors)

Ian Pike
Director (Signature)

IAN PIKE
Name (Print)

STEVEN F. SWAIN
Director (Signature)

STEVEN F. SWAIN
Name (Print)

Signed by **86 Quay Street Limited**)
by two of its directors)

Ian Pike
Director (Signature)

IAN PIKE
Name (Print)

STEVEN F. SWAIN
Director (Signature)

STEVEN F. SWAIN
Name (Print)

Signed by **96 Quay Street Limited**)
by two of its directors)

Ian Pike
Director (Signature)

IAN PIKE
Name (Print)

STEVEN F. SWAIN
Director (Signature)

STEVEN F. SWAIN
Name (Print)

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

See attached pages

Dated this _____ day of _____ 19____

Signed by the above-named

in the presence of

Witness

Occupation

Address

1 copy only

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

1.18 23.DEC97 D 230984
PARTICULARS ENTERED
LAND REGISTER OF E
ASST LAM

① EC - 40
34 B/1461
15A/423
21C/73
33C/37

33C/37, 34B/1461
15A/423, 21C/73



Chapman Tripp

one copy

470

D 554743.1 C37

IN THE MATTER of Section 37(2) of
the Building Act 1991

TO: THE DISTRICT LAND REGISTRAR
NORTH AUCKLAND LAND REGISTRY

THE AUCKLAND CITY COUNCIL ("Council") and AMP NZ OFFICE
WATERFRONT TOWER LIMITED ("Owner") hereby certify pursuant to
Section 37(2) of the Building Act 1991 that as a condition of Council granting building
consents and a resource consent permitting the Owner to construct a building over
allotments held by the Owner in fee simple, the Council requires that:-

- (a) the allotment set out in the First Schedule shall not be transferred or leased except
in conjunction with the allotment specified in the Second Schedule, and
- (b) the allotment set out in the Second Schedule shall not be transferred or leased
except in conjunction with the allotment specified in the First Schedule.

Please enter a memorial against each of the CTs in the Schedule in accordance with
section 37(2) of the Building **First Schedule** Act 1991.

All that parcel of land containing 2512m² being Lot 5 on Deposited Plan 63972 and
being part of the land comprised and described in Certificate of Title 128C/787.

Second Schedule

All that parcel of land containing 2218m² being Lot 1 on Deposited Plan 78340 and
being part of the land comprised and described in Certificate of Title 128C/787.

DATED at Auckland this 19th day of October 2000.

SIGNED for and on behalf of
THE AUCKLAND CITY COUNCIL.

by its ~~Manager, Central Area Planning,~~
~~under delegated authority, as authorised by~~
~~section 252 of the Local Government Act~~ John Duthie Karen Bell
~~1974~~ Acting Manager, City Planning, under
delegated authority, as authorised by section 252
of the Local Government Act 1974

SIGNED by
AMP NZ OFFICE WATERFRONT
TOWER LIMITED by

Robert Lang
Full name of director

RJ
Director's signature

ANTHONY M BEVERIDGE
Full name of director

Anthony M Beveridge
Director's signature

CERTIFICATE UNDER SECTION 37
OF THE BUILDING ACT 1991

THE AUCKLAND CITY COUNCIL

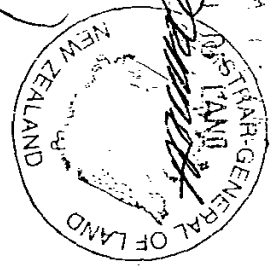
AMP NZ OFFICE WATERFRONT
TOWER LIMITED

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1239 03.NOV00 D 554743/F

ARTICULARS ENTERED IN THE
LAND REGISTRY NO 211 4 1 1
FOR REGISTRAR-GENERAL OF LAND



3.1 (section 37)

IF

C37.

\$38.

128c - 787.4/u

Chapman Tripp
Solicitors
Wellington

COV D617734.1 Covenant

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IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of the Land Transfer Act 1952

THIS DEED made this 27th day of June 2001

BETWEEN AMP NZ OFFICE WATERFRONT TOWER LIMITED ("Owner")

AND THE AUCKLAND CITY COUNCIL ("Council")

BACKGROUND

- A. The Owner is the registered proprietor of the Recipient Land.
- B. The District Plan in rule 5.5:3.4, and the Proposed District Plan in rule 6.7.2.5, provide for Heritage Floorspace Bonus to be awarded when buildings of heritage value are retained and conserved, and allow that Bonus to be transferred to one or more sites within certain zones of the District Plan and the Proposed District Plan.
- C. By the First Consent the Council awarded Heritage Floorspace Bonus of 28,229m² for the Building.
- D. By the Second Consent the Council granted consent for the Owner to transfer 3,215m² of Heritage Floorspace Bonus from Heritage Site Land to the Recipient Land.
- E. The District Plan and the Proposed District Plan require that all transfers of Heritage Floorspace Bonus are recorded on the certificate of title of the donor site and the recipient site and this deed has been entered into as a covenant under section 108(2)(d) of the Resource Management Act 1991.

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this covenant unless the context indicates otherwise:

"Council" means the Auckland City Council and its successors as territorial authority of the district where all the land referred to in this deed is situated;

"Building" means the building known as the Church of St Matthew-in-the-City situated on the Heritage Site Land;

"District Plan" means the Auckland District Council operative transitional District Plan for the Central Area of Auckland City;

"First Consent" means the resource consent granted by the Council dated 13 August 1997 (file reference PO/97/00101);

"Heritage Floorspace Bonus" has the meaning given to that term in the District Plan;

"Heritage Site Land" means the land at 66-70 Wellesley Street/132 Hobson Street, Auckland comprised in certificate of title 115B/292 (North Auckland Registry);

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

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

"Proposed District Plan" means the Council's Proposed District Plan 1997 for the Central Area of Auckland City;

"Recipient Land" means the land at 186-194 Quay Street, Auckland described in certificate of title 128C/787 (North Auckland Registry); and

"Second Consent" means the resource consent granted by the Council dated 5 June 2001 (file reference PO/01/00336).

2. COVENANTS

The Owner acknowledges and covenants that an area of Heritage Floorspace Bonus of 3,215m² has been transferred from the Heritage Site Land to the Recipient Land, effective as of the Operative Date.

3. STATUTORY POWERS NOT AFFECTED

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

Executed as a deed.

**SIGNED by AMP NZ OFFICE
WATERFRONT TOWER LIMITED**
by:

Robert Patrick Lang


Full name of director



Signature of director

ANTHONY MONTGOMERY BEVERLEY

Full name of director



Signature of director

CONSENT OF CAVEATOR



Caveat Number: **D560383.1**

Land Registry: **NORTH AUCKLAND**

86 Quay Street Limited and Lower Albert Street Limited

in whose name the said

Caveat has been entered against the land comprised and described in Certificate of Title **128C/787**

DOTH HEREBY CONSENT to

the registration of a Covenant under Section 108 Resource Management Act 1991 from AMP NZ Office Waterfront Tower Limited as owner of the land in Certificate of Title 128C/787 and the Auckland City Council concerning the transfer of 3215 m2 of Heritage Floor Space Bonus to the land in Certificate of Title 128C/787.

but without prejudice to the Caveat and to the rights protected by it.

Dated at **Wellington**

this **27th** day of **June** **2001**

EXECUTED by the Caveator
86 Quay Street Limited
by two of its directors


Signature of Director


Signature of Director

in the presence of:

Robert Patrick Lang
Full name of Director

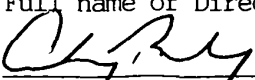
ANTHONY MONTGOMERY BEVERLEY
Full name of Director

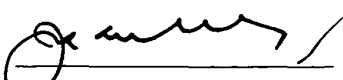
EXECUTED by the Caveator
Albert Street Limited
by two of its directors


Signature of Director

Robert Patrick Lang
Full name of Director

Correct for the purposes of the
Land Transfer Act 1952


Signature of Director
ANTHONY MONTGOMERY BEVERLEY


Solicitor for the Caveator

Full name of Director

CONSENT OF CAVEATOR



**86 Quay Street Limited and Lower
Albert Street Limited** Caveator
**AMP NZ Office Waterfront
Tower Limited** Registered Proprietor

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

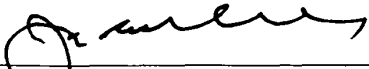
.....
Assistant / District Land Registrar of the

District of

Law Firm Acting
Ellis Gould Solicitors Auckland

223 29 JUN 01 D 617734
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
for REGISTRAR-GENERAL OF LAND

Correct for the purposes of the Land
Transfer Act 1952


Solicitor for the Council

IN THE MATTER of the Resource
Management Act 1991

AND

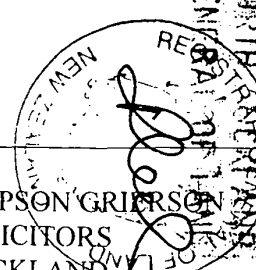
IN THE MATTER of the Land Transfer
Act 1952

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

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223 29 JUN 01 D 617734-1F

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH ISLAND
for REGISTRAR-GENERAL



SIMPSON GRIFFIN
SOLICITORS
AUCKLAND