



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **1191892**
Land Registration District **North Auckland**
Date Issued 23 June 2025

Prior References

1211489 1211490

Estate Fee Simple
Area 56.5537 hectares more or less
Legal Description Lot 1001 Deposited Plan 606208 and Lot
1003 Deposited Plan 576136 and Section 1
Survey Office Plan 488358

Registered Owners

AVJ Hobsonville Pty Limited

Interests

Subject to Part IVA Conservation Act 1987 (affects Lot 1003 DP 576136 and part Lot 1001 DP 606208 formerly Lot 1001 DP 582417 and Lot 1 DP 310813)

Subject to Section 11 Crown Minerals Act 1991 (affects Lot 1003 DP 576136 and part Lot 1001 DP 606208 formerly Lot 1001 DP 582417 and Lot 1 DP 310813)

9930588.4 Encumbrance to New Zealand Transport Agency - 22.12.2014 at 4:18 pm (affects Lot 1003 DP 576136 and part Lot 1001 DP 606208 formerly Lot 1001 DP 582417 and Lot 1 DP 310813)

11291585.3 Mortgage to CBA Corporate Services (NSW) Pty Limited - 30.11.2018 at 2:14 pm (affects Lot 1003 DP 576136 and part Lot 1001 DP 606208 formerly Lot 1001 DP 582417 and Lot 1 DP 310813)

Subject to a right (in gross) to convey electricity over Lot 1003 DP 576136 marked AP on DP 576136 in favour of Vector Limited created by Easement Instrument 12059216.5 - 7.5.2021 at 4:29 pm

The easements created by Easement Instrument 12059216.5 are subject to Section 243 (a) Resource Management Act 1991
12372985.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 30.6.2022 at 10:23 am (affects Lot 1003 DP 576136)

Subject to a right to drain water over Lot 1003 DP 576136 marked C on DP 576136 created by Easement Instrument 12372985.5 - 30.6.2022 at 10:23 am

Subject to a right (in gross) to convey water and a right (in gross) to drain sewage over part Lot 1001 DP 606208 marked V & VD on DP 606208 in favour of Watercare Services Limited created by Easement Instrument 12653781.39 - 31.1.2023 at 8:45 am

The easements created by Easement Instrument 12653781.39 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over part Lot 1001 DP 606208 marked V & VD on DP 606208 in favour of Vector Limited created by Easement Instrument 12653781.40 - 31.1.2023 at 8:45 am

The easements created by Easement Instrument 12653781.40 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over part Lot 1001 DP 606208 marked VD on DP 5606208 in favour of Vector Limited created by Easement Instrument 12813420.13 - 14.9.2023 at 4:03 pm

The easements created by Easement Instrument 12813420.13 are subject to Section 243 (a) Resource Management Act 1991

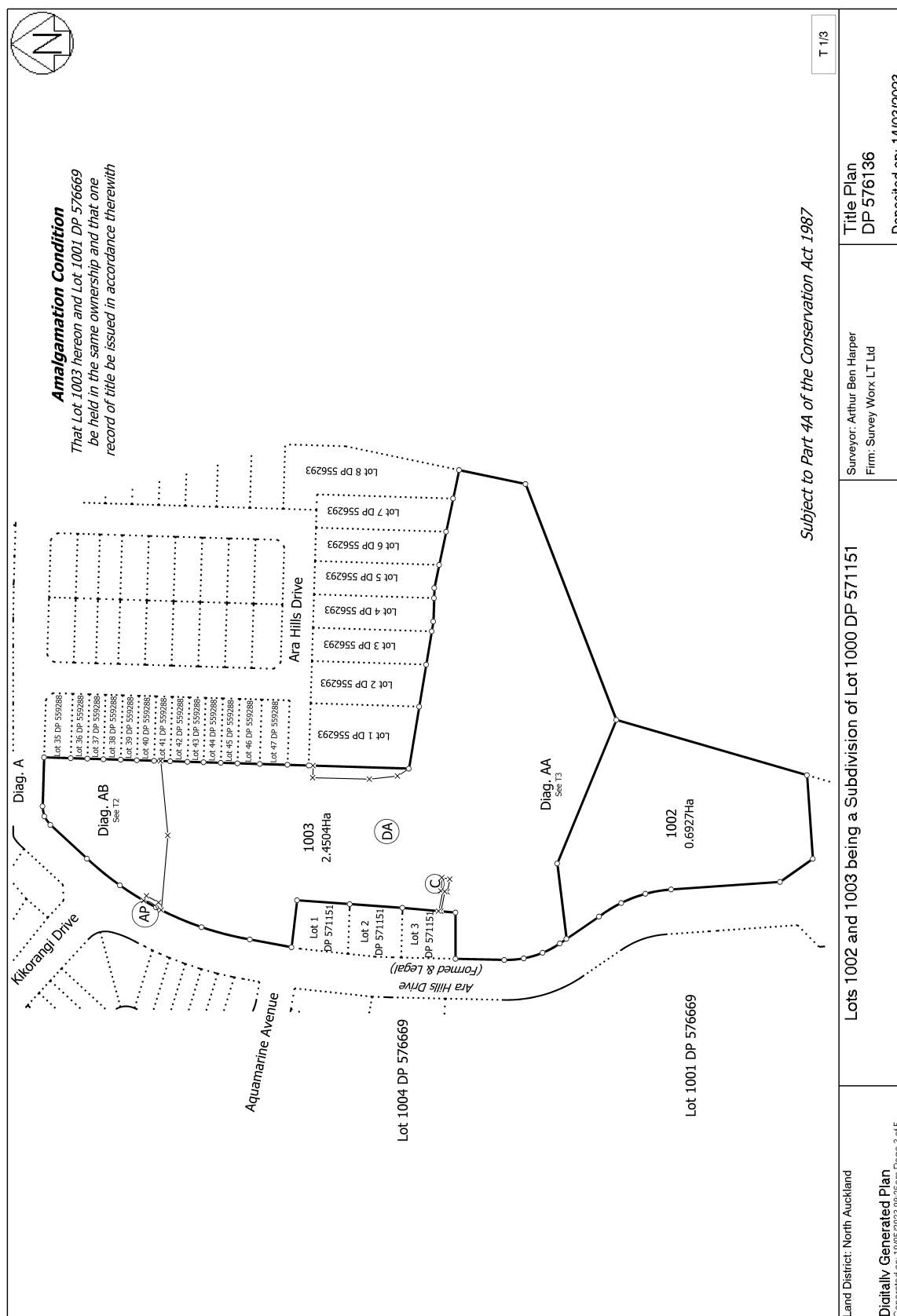
Subject to a right of way (in gross) over part Lot 1001 DP 606208 marked VD, X, Y on DP 606208 in favour of Auckland Council created by Easement Instrument 12813420.14 - 14.9.2023 at 4:03 pm

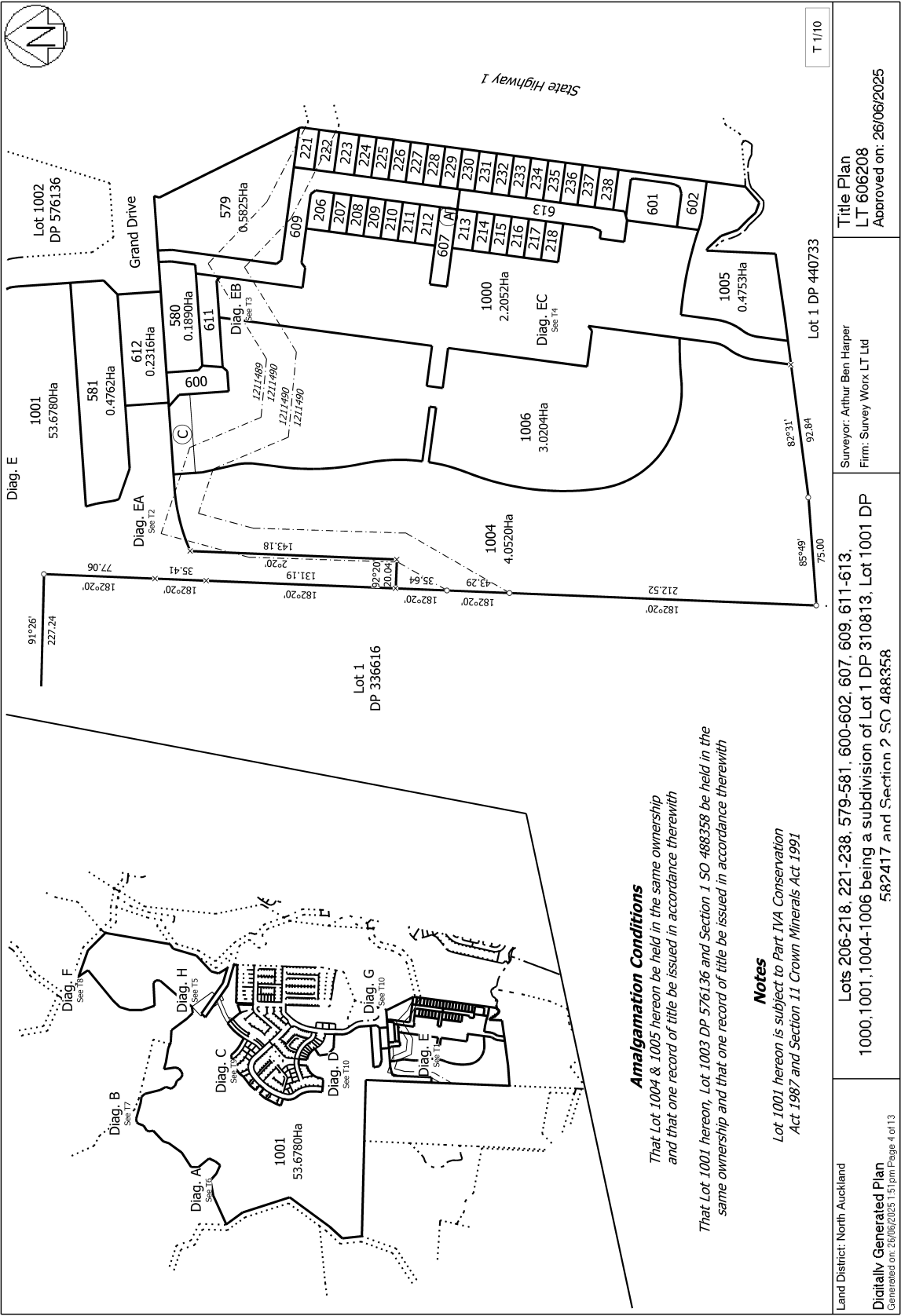
Subject to a right (in gross) to convey water and drain sewage over part Lot 1001 DP 606208 marked VC on DP 606208 in favour of Watercare Services Limited created by Easement Instrument 12813420.15 - 14.9.2023 at 4:03 pm

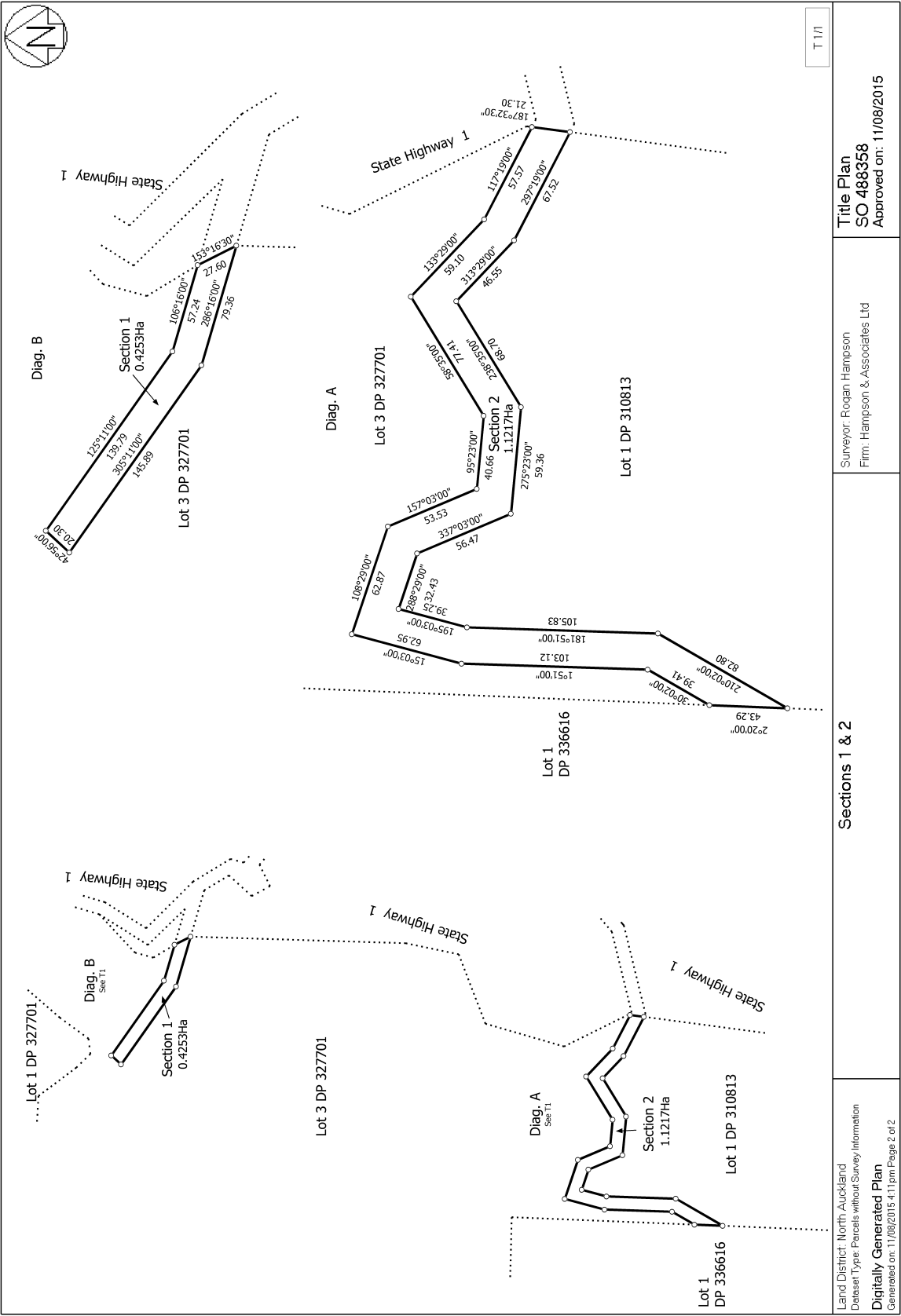
The easements created by Easement Instrument 12813420.15 are subject to Section 243 (a) Resource Management Act 1991

Subject to Section 120(9) Public Works Act 1981

Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991 (affects DP 606208)









View Instrument Details

Instrument No. 9930588.4
Status Registered
Date & Time Lodged 22 Dec 2014 16:18
Lodged By Beashel, Rory Michael
Instrument Type Encumbrance

Toitu te
Land *whenua*
Information
New Zealand



Affected Computer Registers	Land District
112571	North Auckland
475474	North Auckland

Annexure Schedule: Contains 7 Pages.

Encumbrancer Certifications

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

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

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

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

Signature

Signed by Mark Simon Hornabrook as Encumbrancer Representative on 22/12/2014 09:28 AM

Encumbrancee Certifications

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

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

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

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

Signature

Signed by Joanna Dorothy Cassidy as Encumbrancee Representative on 22/12/2014 08:53 AM

*** End of Report ***

Form E**Encumbrance Instrument**

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

112571	All	
475474	All	

Encumbrancer**OREWA WEST INVESTMENTS LIMITED****Encumbrancee****NEW ZEALAND TRANSPORT AGENCY****Estate or interest to be encumbered***Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee simple

Encumbrance Memorandum Number

Not applicable

Nature of security*State whether sum of money, annuity or rentcharge and amount*

Rent charge of TEN DOLLARS (\$10.00) per annum, and such other sums of money as are payable by the Encumbrancer to the Encumbrancee pursuant to this Encumbrance Instrument.

Encumbrance*Delete words in [], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the Annexure Schedule(s) and so as to incorporate in this Encumbrance the terms and other provisions set out in the Annexure Schedule(s) for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Form E *continued***Annexure Schedule**

Page 2 of 7 Pages

*Insert instrument type***Encumbrance***Continue in additional Annexure Schedule, if required***Terms**

- 1 Length of term **999 years**
- 2 Payment date(s) **see below**
- 3 Rate(s) of interest **Nil**
- 4 Event(s) in which the sum, annuity or rentcharge becomes payable **See below**

Covenants and conditions*Continue in Annexure Schedule(s), if required*

Payment date(s) and event(s) in which the sum, annuity, or rentcharge becomes payable:

- (a) In respect of the rent charge, 1 January in each year; and
- (b) In respect of other sums of money, ten working days after written demand is made by the Encumbrancee to the Encumbrancer.

Continued on the attached annexure schedule.

Modification of statutory provisions*Continue in Annexure Schedule(s), if required*

Sections 154 and 156 of the Land Transfer Act 1952, Sections 23, 203-205, 289-290 and 301-302 of the Property Law Act 2007 and Section 4 of the Contracts (Privity) Act 1982 shall apply to this Encumbrance Instrument but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent-chargee) the Encumbrancee shall not be entitled to any of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Encumbrancee and its successors and assigns shall not be entitled to any of the powers and remedies given to mortgagees under the Land Transfer Act 1952 or the Property Law Act 2007.

Form E *continued***Annexure Schedule**

Page 3 of 7 Pages

*Insert instrument type***Encumbrance***Continue in additional Annexure Schedule, if required***BACKGROUND**

- A **Orewa West Investments Limited** (together with its successors, assignees, tenants, lessees and persons under its control) ("Encumbrancer") is registered as proprietor of an estate in fee simple in all that parcel of land described on the front page of this Encumbrance Instrument ("Land").
- B The Land is in the vicinity of the SH1 Albany to Puhoi Motorway ("State Highway").
- C Under sections 61(1) and 80(1) of the Government Roding Powers Act 1989, the Encumbrancee has sole powers of control for all purposes of all State highways and motorways.
- D For valuable consideration the Encumbrancer has agreed to encumber the Land for the benefit of the Encumbrancee with the security specified on this front page of this Encumbrance Instrument, and to covenant with the Encumbrancee to secure compliance by the Encumbrancer with the agreements set out in this Encumbrance Instrument.

OPERATIVE PROVISIONS

- 1 If, on the due date for payment (as set out in Annexure Schedule 1) of the rent charge imposed under this Encumbrance Instrument, the Encumbrancer has fully complied with all of the obligations imposed pursuant to this Encumbrance Instrument, then the rent charge payable on that day shall not be required to be paid by the Encumbrancer.
- 2 The Encumbrancer acknowledges that the covenants in this Encumbrance Instrument are of a permanent nature, and the Encumbrancer shall not be entitled to a discharge of the Encumbrance Instrument during the term, whether by payment of the total security or otherwise.
- 3 The Encumbrancer covenants with the Encumbrancee that the Encumbrancer will ensure that any new dwellings constructed on the Land within 30 metres of the boundary between any part of the Land and the State Highway will satisfy the following standards for noise and vibration: noise AS/NZ2107:2000, and vibration ISO2631-2:2003, or any amended or replacement standards addressing the same subject matter.

Annexure Schedule

Page 4 of 7 Pages

*Insert instrument type***Encumbrance***Continue in additional Annexure Schedule, if required*

- 4 The Encumbrancer acknowledges and accepts that the Land is capable of being adversely affected by effects (including without limitation noise, vibration, dust, emissions, and visual, landscape or amenity effects) ("Effects") arising from the construction, operation, upgrading and maintenance of the State Highway ("State Highway Activities"), whether such Effects arise during or after such State Highway Activities, and accordingly the Encumbrancer, in consideration of having received valuable consideration, agrees:
- (a) Not to object to, hinder, or otherwise obstruct, on the grounds of any such Effects, the grant, confirmation or alteration pursuant to the Resource Management Act 1991 ("RMA") of any authorisations under the RMA which in any way relate to the State Highway Activities, and to sign written approvals in relation to any such authorisation if requested to by the Encumbrancee.
 - (b) Not to do, permit to be done, or omit to do, any act, matter or thing where that act, matter, thing or omission is intended to restrict, or has the effect of restricting, the State Highway Activities in any way whatsoever, including taking any civil action and/or any enforcement proceedings pursuant to the RMA or any other statute or common law, whether for nuisance, damage to Land, negligence, or interference with Land or otherwise, but only where such act, matter or thing relates to any such Effects.
 - (c) Not to claim any compensation in relation to any such Effects arising from State Highway Activities;
 - (d) Not to fund, encourage or otherwise be involved in, any act, matter or thing that if carried out by the Encumbrancer itself would breach paragraphs (a) to (c) above; and
 - (e) To provide a copy of this Encumbrance to all tenants, lessees, and holders of unregistered interests in the Land (each a "third party") who acquire rights in the Land while the Encumbrancer is the registered proprietor of the Land:
 - (i) where the Encumbrancer grants the rights in the Land to that third party, prior to the Encumbrancer doing so; or
 - (ii) in all other cases, as soon as practicable after the Encumbrancer becomes aware of that third party acquiring any rights in the Land.

Form E *continued***Annexure Schedule**

Page 5 of 7 Pages

*Insert instrument type***Encumbrance***Continue in additional Annexure Schedule, if required***General**

- 5 This Encumbrance Instrument shall be binding on all transferees, tenants (to the extent permitted by law), lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Land.
- 6 Where this Encumbrance Instrument binds or benefits a party, it shall bind or benefit that party jointly and severally.
- 7 The Encumbrancer covenants with the Encumbrancee:
 - 7.1 to pay all legal costs and disbursements in the, execution, registration, enforcement and any ultimate release of this Encumbrance Instrument, in respect of any consents sought by the Encumbrancer from the Encumbrancee to the registration of any instrument, and in respect of the performance and observance by the Encumbrancer of this Encumbrance Instrument including legal costs on a solicitor/client basis; and
 - 7.2 to otherwise indemnify the Encumbrancee against any claims, loss and expense of whatever kind incurred by the Encumbrancee as a consequence of the Encumbrancer failing to comply with this Encumbrance Instrument.
- 8 Each Encumbrancer will only be liable for breaches actually committed by that Encumbrancer itself, and not by any successor or other party, unless those breaches arise wholly or partly due to a breach by the Encumbrancer of clause 4(e).
- 9 No delay or failure by the Encumbrancee to enforce performance of any of the covenants set out in this Encumbrance Instrument and no indulgence granted to the Encumbrancer by the Encumbrancee shall prejudice the rights of the Encumbrancee to enforce any of the covenants or provisions of the Encumbrance Instrument.
- 10 In this Encumbrance Instrument a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it, and a regulation or statutory instrument issued under it.
- 11 In this Encumbrance Instrument, "working day" means a day on which registered banks are open for business in Auckland, excluding Saturdays, Sundays, public holidays, and any day in the period commencing on the 23rd day of December in any year and ending on the 10th day of January in the following year, both days included.
- 12 If at any time any part or provision of this Encumbrance Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:

Form E *continued***Annexure Schedule**

Page 6 of 7 Pages

*Insert instrument type***Encumbrance***Continue in additional Annexure Schedule, if required*

- (a) that part or provision shall be severed from this Encumbrance Instrument;
- (b) such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Encumbrance Instrument; and
- (c) the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Encumbrance Instrument.

13 The Encumbrancer:

13.1 acknowledges that this Encumbrance Instrument:

- (a) has been granted for valuable consideration received, in full compensation for the grant of this Encumbrance Instrument; and
- (b) is intended to charge the Land and bind the Encumbrancer (and successors) to perform the Encumbrancer's obligations for the period of time set out in this Encumbrance Instrument; and

13.2 therefore covenants with the Encumbrancee:

- (a) not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this Encumbrance Instrument prior to the expiry of that period of time, whether by payment of the total security or otherwise;
- (b) to preserve for the period of time set out in this Encumbrance Instrument the integrity of the agreements in this Encumbrance Instrument; and
- (c) always to act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement encumbrance) and/or easement or land covenant whenever reasonably required by the Encumbrancee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Encumbrancer and the Encumbrancee.

Form E *continued***Annexure Schedule**

Page 7 of 7 Pages

*Insert instrument type***Encumbrance***Continue in additional Annexure Schedule, if required*

14. *The Encumbrancee will without delay upon request by the encumbrancer discharge this encumbrance from any land to be vested as road or reserve in the relevant local authority.*
15. *For the purposes of the Property Law Act 2007 and the Land Transfer Act 1952, the Encumbrancee consents to the following dealings affecting the computer freehold register identifier:*
- (a) creation, variation or surrender of an easement or covenant but not including any covenants contained in this Encumbrance;
 - (b) registration of a mortgage instrument, variation of a mortgage instrument or priority of mortgages where the priority of mortgages does not involve or concern this Encumbrance;
 - (c) registration of a lease, lease variation instrument or surrender of a lease;
 - (d) deposit of any subdivision plan; and
 - (e) any other dealing which is expressed as being subject to this encumbrance,
- and the Encumbrancee's further consent to any such dealings shall not be required.*