



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




R.W. Muir
Registrar-General
of Land

Identifier 839068
Land Registration District North Auckland
Date Issued 02 August 2018

Prior References
802813

Estate Fee Simple
Area 22.1497 hectares more or less
Legal Description Lot 800-801 Deposited Plan 523423

Registered Owners
Orewa Developments Limited

Interests

Appurtenant to Lot 810 DP 523423 and part Lot 800 DP 523423 formerly Lots 3 & 7 DP 105978 and Lot 5 DP 169260 are rights of way and rights to convey power and telephonic communications specified in Easement Certificate C112879.5 - 5.3.1990 at 2.36 pm

Some of the easements specified in Easement Certificate C112879.5 are subject to Section 309 (1) (a) Local Government Act 1974 (see DP 135875)

Subject to Part IVA Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

6865065.5 Encumbrance to Her Majesty the Queen - 15.5.2006 at 9:00 am

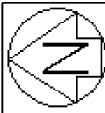
Subject to a right (in gross) to convey electricity over part Lot 800 DP 523423 marked F on DP 523423 in favour of Vector Limited created by Easement Instrument 10999766.7 - 16.1.2018 at 1:12 pm

11089190.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 18.4.2018 at 7:06 am

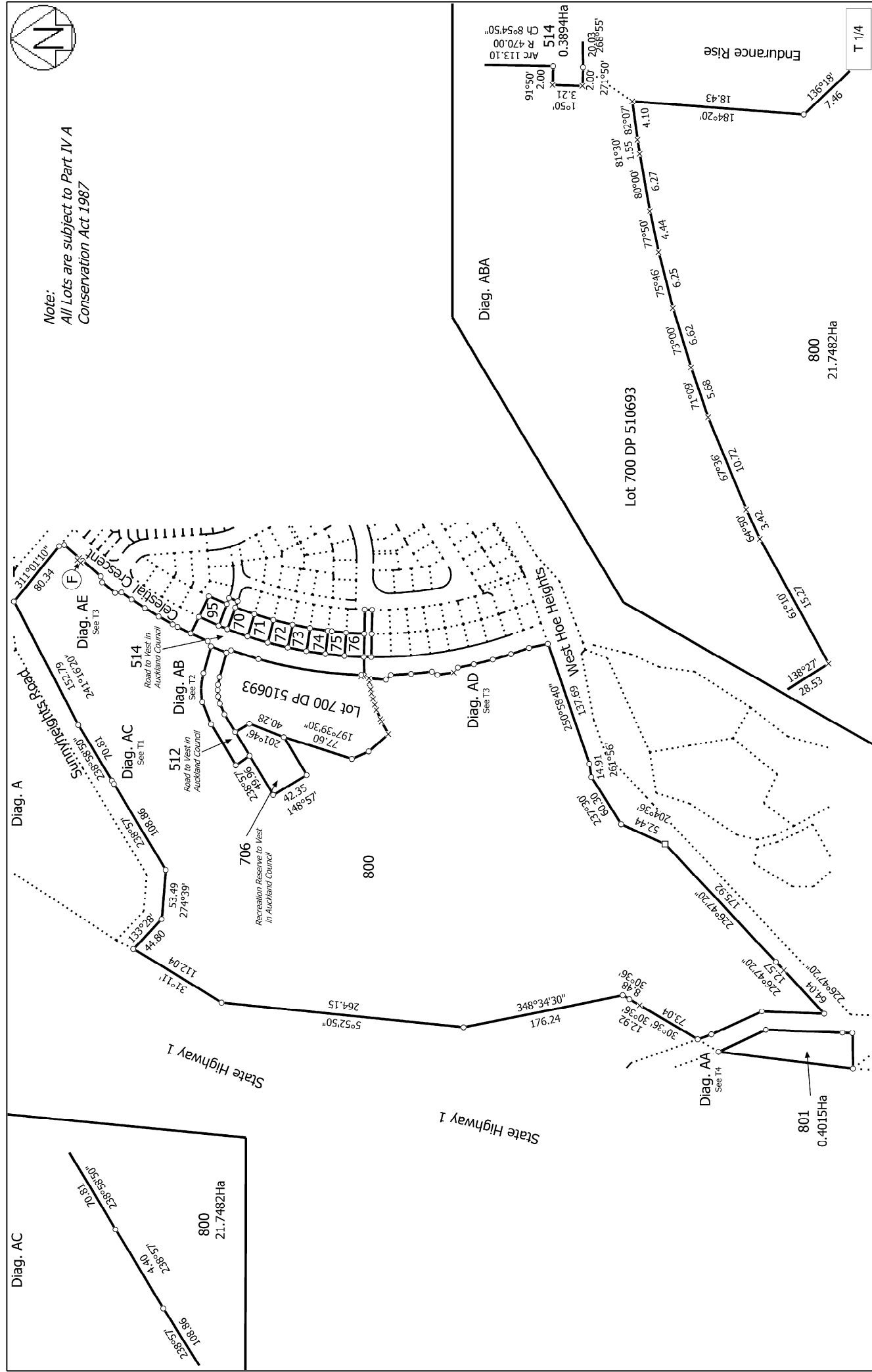
Subject to Section 241(2) Resource Management Act 1991 (affects DP 523423)

Land Covenant in Easement Instrument 11116850.5 - 2.8.2018 at 3:52 pm

Fencing Covenant in Easement Instrument 11116850.6 - 2.8.2018 at 3:52 pm



Note:
All Lots are subject to Part IV A
Conservation Act 1987



| | | | |
|---|--|--|---|
| Land District: North Auckland | Lots 70 -76, 95, 512, 514, 601, 606, 706, 800 and 801 being a subdivision of Lot 900 and 901 DP 510693 | Surveyor: Simon John Reid Firm: CKL | Title Plan LT 523423 Approved on: 9/08/2018 |
| Digitally Generated Plan Generated on: 03/08/2018 3:02pm Page 5 of 8 | | | |

Encumbrance instrument

Section 101, Land Transfer Act 1952

Land registration district

NORTH AUCKLAND**ENC 6865065.5 Encumb**

Cpy - 01/01, Pgs - 013, 16/06/06, 12:03



DocID: 812460289

Unique identifier(s)

or C/T(s)

All/part

Area/description of part or stratum

42578

42577

All

Encumbrancer

Surname(s) must be underlined or in CAPITALS**EASTWOOD FARMS LIMITED**

Encumbrancee

Surname(s) must be underlined or in CAPITALS**HER MAJESTY THE QUEEN for use in connection with a road**

Estate or interest to be encumbered

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

Fee Simple

Encumbrance memorandum number

Nature of security

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

Rentcharge

Operative clause

Delete words in [], as appropriate

The **Encumbrancer** encumbers for the benefit of the **Encumbrancee** the land in the above certificate(s) of title or 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 ~~{above encumbrance memorandum}~~ [Annexure Schedule(s)] and so as to incorporate in this encumbrance the terms and other provisions set out in the ~~{above encumbrance memorandum}~~ ~~{and}~~ [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.

Dated this 27th day of March 2006

Attestation

STEPHEN ROBERT GILBERT

For and on behalf of
Her Majesty the Queen
Acting pursuant to delegated
authority from the Chief
Executive of Land Information NZ
pursuant to section 41 of the
State Sector Act 1988

Signature [common seal] of
Encumbrancee

Signed in my presence by the Encumbrancee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

CHARMAINE HUMPHRYES
OFFICE ADMINISTRATOR
CROWN PROPERTY MANAGEMENT
C/- LINZ, CHRISTCHURCH

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

[Solicitor for] the Encumbrancee



Dated

27 March 2006

Page 1 of 11 pages

(Continue in additional Annexure Schedule(s) if required.)

- 1 Length of term
- 2 Payment date(s)
- 3 Rate(s) of interest
- 4 Event(s) in which the sum, annuity, or rent charge becomes payable
- 5 Events(s) in which the sum, annuity, or rent charge ceases to be payable

(Continue in additional Annexure Schedule(s) if required.)

Refer Annexure Schedule

(Continue in additional Annexure Schedule(s) if required.)

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

REF: 7008 – AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule



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

Encumbrance

Dated

27 March 2006

Page

2

of

11

Pages

(Continue in additional Annexure Schedule, if required.)

Background

- A. The Encumbrancer is the registered proprietor of the Land.
- B. The Encumbrancer acquired the Land from the Crown.
- C. Transit New Zealand has the sole power and control for all purposes of all State Highways and motorways by virtue of the transit New Zealand Act 1969.
- D. The Crown, through Transit New Zealand, intends to construct a new State Highway adjacent to the Land.
- E. The Crown imposed certain restrictions on the use of the Land to ensure the safe and efficient functioning of the Proposed State Highway.
- F. The Encumbrancer has agreed to encumber the Land for the benefit of the Encumbrancee as provided herein.
- G. The conditions of the Resource Consents for construction of the Proposed State Highway requires access to parts of the Land for inspection by Auckland Regional Council

Definitions and Interpretation

In this instrument, unless the context otherwise requires:

Completion of Construction means that stage of construction where all the contract works have been satisfactorily completed except for minor defects and omissions and the Orewa Interchange and the 4 lane motorway between Orewa and Titfords Bridge is open for traffic and all requirements of the Notice of Requirements and resource consents have been fulfilled to the satisfaction of the relevant authority;

Covenant Plan 1 means DP 327701 showing the various areas of the Land and described in the Offer;

Covenant Plan 2 means Cato Bolam Plan 16439-03 described in the Offer;

Covenants means together the No Objection Covenants, the Revegetation Maintenance Covenants, the Land Conservation Covenants and the Monitoring and Restoration Covenants;

Development means the Encumbrancer's proposed predominantly residential development of the Land;

Encumbrancee means the Crown together with its successors, lessees, agents, contractors, employees and assigns;

Encumbrancee's Maintenance and Monitoring Obligations means the ongoing maintenance and monitoring obligations required to be undertaken by the Encumbrancee but assumed by the Encumbrancer pursuant to the Offer and this Instrument, to satisfy conditions of certain Permits;

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

Annexure Schedule



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

Encumbrance

Dated 27 March 2006

Page 3 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

Encumbrancee's Monitoring and Restoration Obligations means the ongoing monitoring and remediation obligations required to be undertaken by the Encumbrancee to satisfy conditions of certain Permits;

Land means first the estate in fee simple containing approximately 32.8240ha more or less being Lots 3 and 12 DP 310813 and Lot 4 DP 105978 and comprised in Computer Freehold Register 42578 and second, the estate in fee simple containing approximately 23.2959ha more or less being Lots 2, 11 and 13 DP 310813 and comprised in Computer Freehold Register 42577;

Land Conservation Covenant means the covenants set out in Schedule 2;

Legal Road means the legal but unformed road shown marked on Covenant Plan 2;

Instrument means the within encumbrance instrument;

Monitoring & Restoration Covenants means the covenants and easements set out in Schedule 3;

No Objection Covenant means the covenants set out in clauses 4.1 - 4.2;

Offer means the Offer for Sale entered into by the Encumbrancer and the Encumbrancee for the Land and dated 1 April 2004;

Permits means the various resource consents granted to the Transit New Zealand by the Rodney District Council and/or the Auckland Regional Council in respect of the Proposed State Highway;

Proposed State Highway means the proposed Albany to Puhoi Realignment which Transit New Zealand proposes to construct;

Revegetation Maintenance Covenants means the covenants and easements set out in Schedule 3;
Settlement means the settlement of the sale of the Land from the Encumbrancee to the Encumbrancer as set out in the Offer;

Term is the term of this Instrument set out in clause 6 below;

Rent Charge

- 2 The Encumbrancer for itself and to bind its successors in title to the Land **HEREBY ENCUMBERS** the Land for the benefit of the Encumbrancee for the Term with an annual rent charge of \$100,000.00 (plus Goods and Services Tax) to be paid by the 1st day of February in each year of the Term, the first payment being due on the 1st day of February 2007.
- 3 If, during the twelve months preceding any date for payment (or such lesser broken period at the beginning or end of the Term), there has been no breach of the Covenants, then the annual sum payable on that date shall be deemed to have been paid.

Covenants

- 4 To the intent to bind the Land for the Term, it is covenanted and agreed by the Encumbrancer at the request of the Encumbrancee, and its successors in title to the Land to and for the benefit of the Encumbrancee and Transit New Zealand as set out below.

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

CH [Signature] [Signature] [Signature]

Annexure Schedule

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

Encumbrance

Dated 27 March 2006

Page 4 of 12 Pages



(Continue in additional Annexure Schedule, if required.)

No Objection Covenants

- 4.1 The Encumbrancer shall not directly or indirectly:
- (a) object to, hinder or otherwise obstruct any existing/pending/future applications made pursuant to the Resource Management Act 1991 (including applications for resource consent, applications for change, cancellation or review of consent conditions or requirement for designation), including participating in any Council or Environment Court proceedings which in any way relate to the Proposed State Highway; nor
 - (b) do or permit to be done any act, matter or thing which is intended to restrict or has the effect of restricting in any way whatsoever the operation of the Proposed State Highway, including taking any action in nuisance and/or any enforcement proceedings pursuant to the Resource Management Act 1991.
- 4.2 The Encumbrancer further surrenders the right to be considered as a person who may be adversely affected under the Resource Management Act 1991 in any matter related to situations covered by clauses 4.1(a) and (b) above.
- The Encumbrancer will not directly or indirectly object to, hinder or otherwise obstruct any construction or other works undertaken by the Encumbrancee or its servants, workmen, invitees, agents or contractors which relate to the development of the Proposed State Highway. The Encumbrancer shall not bring any claim or proceeding under the Public Works Act 1981 or otherwise in respect of the Land or any part of the Land.

Revegetation Maintenance Covenants, Land Conservation Covenants, and Monitoring and Restoration Covenants

- 4.3 The Encumbrancer will be bound by:
- (a) The Revegetation Maintenance Covenant set out in Schedule 1;
 - (b) The Land Conservation Covenant set out in Schedule 2;
 - (c) The Maintenance and Restoration Covenant set out in Schedule 3;

Rights on Legal Road

- 4.4 The Encumbrancer acknowledges that areas R, Q and P on Covenant Plan 2 are situated on Legal Road and that this Instrument cannot be registered against the title for the Legal Road. Notwithstanding this, the Encumbrancer agrees to be bound by the covenants and obligations set out in the Revegetation Maintenance Covenants, the Land Conservation Covenants and the No Objection Covenants in respect of areas R, Q and P as if these areas were within the Encumbrancer's ownership and to the extent that it is able, to undertake all necessary works required to be undertaken pursuant to the various covenants and obligations.

Rights Exercised Reasonably

- 4.5 When exercising the rights conferred upon the Encumbrancee under the Covenants the Encumbrancee will take all reasonable steps to minimise disruption to the Encumbrancer's use of the Land.

Covenants Run with the Land

- 5 The Encumbrancer and the Encumbrancee agree that the Covenants touch, concern and run with the Land for the benefit of the Encumbrancee.

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

CA [Signature] [Signature] [Signature]

Annexure Schedule

Insert type of instrument

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

Encumbrance

Dated

27 March 2006

Page

5

of

12

Pages

(Continue in additional Annexure Schedule, if required.)

Term

- 6 The rent charge shall be payable for the period beginning on the date of Settlement set out in the Offer (*Commencement Date*) and will continue until determined under clause 7.
- 7 The rent-charge created by this Memorandum will immediately determine and the Encumbrancer shall be entitled to a discharge of this Memorandum if the covenants set out herein become entirely obsolete or are no longer enforceable or, except in the case of continuing covenants, have been performed. The discharge of this Memorandum shall expressly state that the discharge is without prejudice to the liability of the Encumbrancer or its successors in title for, and the Encumbrancee's rights, remedies, and powers in respect of, any antecedent breach by the Encumbrancer or its successors in title.

No Redemption

- 8 For the better securing of the rent-charge and the Covenants, the Encumbrancer and its successors in title covenant and agree that, during the Term, they will not redeem nor purport to redeem the rent charge, nor obtain nor purport to obtain a discharge of this Memorandum, except as provided in clause 8. If, contrary to this covenant, during the Term the Encumbrancer or its successors in title redeem or purport to redeem the rent-charge or obtain or purport to obtain a discharge of this Memorandum then, without prejudice to the Encumbrancee's remedies for breach of covenant it shall be a condition of the redemption or discharge that the Encumbrancer or its successors in title contemporaneously registers memoranda of transfer in favour of the Encumbrancee creating restrictive covenants and/or easements in gross over the Land in favour of the Encumbrancee on the same terms (with necessary changes) as this Memorandum and otherwise in a form approved by the Encumbrancee's solicitors. The redemption or discharge shall be without prejudice to the liability of the Encumbrancer and its successors in title for, and the rights remedies and powers of the Encumbrancee in respect of any antecedent breach of this Memorandum by the Encumbrancer or its successors in title.

No Power of Sale

- 9 Section 104 of the Property Law Act 1952 applies to this Memorandum, but otherwise:
- 9.1 The Encumbrancee shall be entitled to none of the powers and remedies given to an Encumbrancee by the Land Transfer Act 1952 and the Property Law Act 1952 including for the avoidance of doubt the powers of sale; and
- 9.2 No covenants on the part of the Encumbrancer and its successors in title are implied by this Memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.
- 9.3 No mortgage of the Land will have priority to this Memorandum, but the Encumbrancee will promptly consent to the registration of any Land Transfer dealing of the Encumbrancer in respect of the Land which does not breach or materially adversely impact on the Covenants. The Encumbrancer and the Encumbrancee shall each bear their own costs in respect of the procurement of such consent.

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

Annexure Schedule



Insert type of instrument

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

Encumbrance

Dated

27 March 2006

Page

6

of

12

Pages

(Continue in additional Annexure Schedule, if required.)

Schedule 1 – Revegetation Maintenance Covenants

1 Covenant

- 1.1 The Encumbrancer covenants to meet Transit New Zealand's maintenance and monitoring obligations as set out below. These covenants shall apply with respect to those parts of the land described as:

Shown on DP 327701:

E & S

F & H

(the Revegetation Maintenance Areas)

Legal Description:

Part lot 3 on DP 310813, part CFR 42578

Part lot 2 on DP 310813, part CFR 42577

2 Scope

- 2.1 The scope of works covers the correction of defects and maintenance of the revegetation works on the Revegetation Maintenance Areas for twenty-one months from Settlement Date.
- 2.2 Any material or tree/plant which is found to be defective (e.g. does not show leaf or make adequate growth) during the maintenance period shall be replaced.
- 2.3 A minimum of two visits per month shall be required during spring and summer. This shall reduce to one visit per month in autumn and winter.

3 Planting

- 3.1 Maintenance shall include watering, weeding, trimming, cultivation, insect and disease control, checking of pins, stakes and ties (as necessary), pruning and other accepted horticultural operations to ensure normal and healthy plant establishment and growth. It shall also cover keeping the area neat and tidy and include litter collection from the planted areas.
- 3.2 Pruning shall be carried out as required to maintain good form and vigour, to encourage bushiness and to remove dead, diseased or dying branches. Some shrubs may need to be cut back hard to encourage growth from the base.
- 3.3 Any vandalised or defective plants shall be removed and replaced. Note up to 10% loss over the two-year period is acceptable.
- 3.4 Replacement plants shall be similar to those shown on the plans approved by the Auckland Regional Council.
- 3.5 Replacement plants must be planted during the planting season immediately following their loss. Planting shall be done to a standard that is fit for purpose.

4 Mulch

- 4.1 The mulch shall be contained within the Revegetation Maintenance Area in a tidy state and maintained at a depth of 75mm. Any holes shall be filled and levels that have fallen below the specified level shall be topped-up.

5 Weed Control

- 5.1 In the course of routine maintenance visits weed control shall be undertaken to keep the site in a neat and tidy and weed free condition and to allow the planted material to develop free from unnecessary competition. Weeding may be carried out by hand, machine, herbicide (careful spot spraying of the herbicide Glyphosate) or a combination of all three.

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

Annexure Schedule



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

Encumbrance

Dated

27 March 2006

Page

7

of

17

Pages

(Continue in additional Annexure Schedule, if required.)

- 5.2 Manual weeding only is to be undertaken in all planted areas where grass, sedge and rush species (i.e. Carex, Baumea, Cortaderia) have been used.
- 5.3 Chemical Herbicides must be used with caution. They shall be used strictly in accordance with the manufacturer's instructions. Any damage caused by spray drift of misadventure shall be made good.
- 5.4 Any plant deaths that result from weed suppression or weed control measures shall be replaced.

6 Pest Control

- 6.1 Pests, including rabbits and possums, shall monitored (except birds, which is covered in item 9 below) within the planted areas. Additional control measures shall be implemented as necessary to control pests.

7 Watering

- 7.1 All planting shall be sufficiently watered to maintain healthy growth. When necessary, watering using a fire rose or sprinkler until the full depth of topsoil is saturated.

8 Litter

- 8.1 At every maintenance visit all litter shall be removed from the planted areas and areas, which fall within the Revegetation Maintenance Areas.

9 Bird Control

- 9.1 During the maintenance period the plants shall be monitored and protected from birds (in particular Pukeko and Ducks). Any damage or plant deaths caused by birds shall be replanted or replaced.
- 9.2 Some effective bird deterrent methods include:
- 9.2.1 Electric fences.
 - 9.2.2 Use of large grade wetland plants or clumps of plants submerged using a weighted down hessian sack, and pinned in place using long number 8 U shaped wire.
 - 9.2.3 Push a bamboo stake into the ground alongside each plant and then tie the plant to the stake to provide additional support. The stakes must remain in place until the plant has established
 - 9.2.4 Netting, similar to that used over grapevines, covering planted areas to prevent Pukeko from entering the planted area.
 - 9.2.5 Obtaining a permit from Game and Bird for the permanent or temporary relocation or removal of the birds.
 - 9.2.6 Use of wetland pin to secure PB2 grade plants.

10 Right of Entry

- 10.1 The Encumbrancer grants to the Encumbrancee the following rights:
- (a) a right, in common with the Encumbrancer, to pass at all reasonable times with or without vehicles or machinery, to and from the Revegetation Maintenance Areas through the Land along a route to be determined in consultation and with the consent of the Encumbrancer, provided that such consent shall not be unreasonably withheld;
 - (b) a right to occupy the Revegetation Maintenance Areas for the purpose of inspecting the Revegetation Maintenance Areas and the Offerees compliance with Transit New Zealand's Maintenance and Monitoring Obligations; and

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

Annexure Schedule



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

Encumbrance

Dated

27 March 2006

Page 8 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

(c) the right to occupy the Revegetation Maintenance Areas for the purpose of undertaking Transit New Zealand's Maintenance and Monitoring Obligations in the event of the Encumbrancers default as set out in clause 10.2 below.

10.2 If default shall be made by the Encumbrancer in the due and punctual compliance with the covenant contained in clause 10.1 above, then without prejudice to the Encumbrancees other rights and remedies expressed or implied, the Encumbrancee may with all necessary equipment and material at all reasonable times enter onto the Revegetation Maintenance Areas to execute any works necessary to remedy the default. All moneys expended by the Encumbrancee immediately upon demand.

Transit New Zealand's Maintenance and Monitoring Obligations emanate out of certain conditions of certain Permits, which relevant conditions are set out in full below:

Permit 23504 – conditions 3.4 and 8.6

3.4 "As part of the EMG, the consent holder shall also include an environmental monitoring program prepared by a suitably qualified and experienced environmental scientist. The environmental monitoring program shall include, but is not limited to the following:
Monitoring of riparian planting plans and projects to ensure they meet the main objectives (i.e. streamside planting to provide shade and cover);"

8.6 "The consent holder shall remedy or mitigate for environmental damage identified through monitoring under condition 3.4."

Permit 23505 – conditions 3.4 and 9.4

3.4 "As part of the EMG, the consent holder shall also include an environmental monitoring program prepared by a suitably qualified and experienced environmental scientist. The environmental monitoring program shall include, but is not limited to the following:
Monitoring of riparian planting plans and projects to ensure they meet the main objectives (i.e. streamside planting to provide shade and cover);"

9.4 "The consent holder shall remedy or mitigate for environmental damage identified through monitoring under condition 3.4."

Schedule 2 – Land Conservation Covenants

1. Covenant

1.1 Use of the Land shall be subject to the covenants as to planting and growing plants and erecting buildings and structures set out below. These covenants shall apply with respect to those parts of the Land described as:

Shown on DP 327701:

E

F

("the Wetland Area")

Legal Description:

Part lot 12 on DP 310813, Part CFR 42578

Part lot 13 on DP 310813, Part CFR 42577

2. Restrictions

2.1 Subject to Clause 2.4, The Encumbrancer shall not, and shall not permit any person to:
2.1.1 Remove, burn or take any native trees, shrubs or plants of any kind;

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

Annexure Schedule



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

Encumbrance

Dated

27 March 2006

Page

9

of

12

Pages

(Continue in additional Annexure Schedule, if required.)

- 2.1.2 Plant, sow or scatter trees, shrubs, or plants, or the seed of any trees; shrubs or plants other than local native flora, or introduce any substance injurious to plant life except in the control of pest plants;
- 2.1.3 Develop the Wetland Area in any way which would change or interfere with local native flora on the Wetland Area and their habitat;
- 2.1.4 Construct, erect or allow to be erected any building or structure other than perimeter fencing;
- 2.1.5 Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind;
- 2.1.6 Carry out any prospecting or exploration for, or mining or quarrying of any minerals, petroleum or other substance or deposit;
- 2.1.7 Dump, pile or otherwise store any rubbish or other materials except in the course of maintenance or approved construction, provided however that after the completion of any such work, all rubbish and materials not wanted for the time being are removed and the Wetland Area left in a clean and tidy condition;
- 2.1.8 Allow cattle, sheep, horses or other livestock to enter, graze, feed or otherwise be present in the Wetland Area provided however that they may graze up to any fence line on the perimeter of the Wetland Area.

2.2 The Encumbrancer agrees, as far as is reasonably practicable keep the Wetland Area:

- 2.2.1 Free of gorse, broom, old man's beard, nodding thistle and other plant pests;
- 2.2.2 Free from rabbits, possums, goats, and other animal pests;
- 2.2.3 Properly fenced and such fencing to be maintained in good order and repair;
- 2.2.4 Free from rubbish or other unsightly or offensive materials.

2.3 Nothing in this covenant shall restrict any person from satisfying any obligations under the covenants set out in Schedules 1 and 3.

2.4 The covenants contained herein shall be enforceable only against the owners and occupiers from time to time of the areas described in this schedule.

Schedule 3 – Monitoring and Restoration Covenants

1. Covenant

- 1.1 The Encumbrancer covenants to permit the Encumbrancee unrestricted access to the Land for the purposes of complying with all monitoring and restoration obligations as set out below. These covenants shall apply with respect to those parts of the Land described as:

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



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

Encumbrance

Dated

29 March 2006

Page 10 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

Shown on DP 327701:

E & S

F & H

O & C

("the Monitoring Areas")

Legal Description:

Part lot 12 on DP 310813, part CFR 42578

Part lot 13 on DP 310813, part CFR 42577

Part Lot 2 on DP 310813, Part CFR 42577

- 1.2 Transit New Zealand shall be entitled to do all things necessary to comply with the requirements imposed on it as permit holder under the permits set out below. These rights shall continue for three years from the completion of construction of the adjoining road, opening of four lanes for traffic and signing of the practical completion certificate for the road works.

2. Right of Entry

- 2.1 The Encumbrancer grants to the Encumbrancee the following rights:

- a right in common with the Encumbrancer, to pass at all reasonable times with or without vehicles or machinery, to and from the Monitoring Areas through the Land along a route to be determined in consultation and with the consent of the Encumbrancer, provided that such consent shall not be unreasonably withheld;
- a right to occupy the Monitoring Areas for the purpose of inspecting the Maintenance Areas and the Encumbrancers compliance with Transit's Maintenance and Monitoring Obligations; and
- the right to occupy the Monitoring Areas for the purpose of undertaking Transit New Zealand's Maintenance and Monitoring Obligations in the event of the Encumbrancers default as set out in clause 2.2 below.

Transit shall be entitled to enter onto the Land for the purposes of Permits:

- 23504 - Conditions 1.1, 3.4 & 8.6
- 23505 - Conditions 3.4 & 9.4
- 24530 - Conditions 1.8 & 1.9

set out below. These rights shall continue for three years from the completion of construction of the adjoining road, opening of four lanes for traffic, and signing of the practical completion certificate for the road works.

Permit 23504 - conditions 1.1, 3.4 and 8.6

1.0 "Works"

1.1 The consent holder shall carry out all construction/earthworks in accordance with the application for this consent, and those documents listed in Appendix Three of the hearing report."

3.4 "As part of the EMG, the consent holder shall also include an environmental monitoring program prepared by a suitably qualified and experienced environmental scientist. The environmental monitoring program shall include, but is not limited to the following:

- Monitoring of stream cross sectional profiles in pools and runs upstream and downstream of the designation in the West Hoe and Middle Streams, to establish any extent of sediment building up and / or bank erosion;
- Identification of an appropriate environmental trigger level in relation to sediment deposition and / or erosion. The trigger level will determine at which time contingency measures, as defined in condition 3.5 are to be undertaken;
- Monitoring of native fish migration to ensure that they are able to pass through culverts that are designed to provide for fish passage. Fish passage monitoring should also

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

Annexure Schedule



Insert type of instrument

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

Encumbrance

Dated 27 March 2006

Page **11** of **17** Pages

(Continue in additional Annexure Schedule, if required.)

including an assessment of the relative abundance or similar measure of the size classes of recorded fish upstream and downstream of the culverts during and after construction of the motorway. Fish passage monitoring is to be conducted by a suitably qualified and experienced freshwater fisheries biologist;

- Reporting procedures."

8.6 "The consent holder shall remedy or mitigate for environmental damage identified through monitoring under condition 3.4."

Permit 23505 – conditions 3.4 and 9.4

3.4 "As part of the EMG, the consent holder shall also include an environmental monitoring program prepared by a suitably qualified and experienced environmental scientist. The environmental monitoring program shall include, but is not limited to the following:

- Monitoring of stream cross sectional profiles in pools and runs upstream and downstream of the designation in the West Hoe and Middle Streams, to establish any extent of sediment building up and / or bank erosion;
- Identification of an appropriate environmental trigger level in relation to sediment deposition and / or erosion. The trigger level will determine at which time contingency measures, as defined in condition 3.5 are to be undertaken;

Monitoring of native fish migration to ensure that they are able to pass through culverts that are designed to provide for fish passage. Fish passage monitoring should also including an assessment of the relative abundance or similar measure of the size classes of recorded fish upstream and downstream of the culverts during and after construction of the motorway. Fish passage monitoring is to be conducted by a suitably qualified and experienced freshwater fisheries biologist;

9.4 "The consent holder shall remedy or mitigate for environmental damage identified through monitoring under condition 3.4."

Permit 24530 – conditions 1.8 and 1.9

1.8 "That the consent holder shall ensure, through the use of outfall devices, that the dissolved oxygen level of any flow entering a stream from a storm water treatment device is of such a level that once adequate mixing has taken place the oxygen level of the stream is not lowered.

1.9 That the consent holder shall ensure that outfalls are of such location, design and performance as to minimise erosion of the waterway and surrounding area."

Auckland Regional Council shall be entitled enter onto the Land for the purposes of Permit 24532 – condition 1 set out below. These rights shall continue for three years from the completion of construction of the adjoining road, opening four lanes for traffic, and signing of the practical completion certificate for the road works.

Permit 24532 – Condition 1

1. "That the servants or agents of the ARC shall be permitted access to the relevant parts of the property at all reasonable times for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples."

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

[Handwritten signatures and initials]

Annexure Schedule



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

Encumbrance

Dated 27 March 2006

Page 12 of 12 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation

Signed by the Encumbrancer: EASTWOOD FARMS LIMITED
by its directors:

X G D Kernohan

G D Kernohan (director)

X S E Herbert

S E Herbert (director)

Signed in the presence of:

Signature of Witness

Witness Full Name

Occupation

Address

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

Instrument No. 11116850.5
Status Registered
Date & Time Lodged 02 Aug 2018 15:52
Lodged By Freestone, Lynley
Instrument Type Easement Instrument



| Affected Computer Registers | Land District |
|-----------------------------|----------------|
| 832405 | North Auckland |
| 832406 | North Auckland |
| 832407 | North Auckland |
| 832408 | North Auckland |
| 832409 | North Auckland |
| 832410 | North Auckland |
| 832411 | North Auckland |
| 832412 | North Auckland |
| 839068 | North Auckland |

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 10281984.2 has consented to this transaction and I hold that consent ☒

I certify that the Encumbrancee under Encumbrance 6865065.5 has consented to this transaction and I hold that consent ☒

Signature

Signed by William Arthur Endean as Grantor Representative on 02/08/2018 12:17 PM

Grantee Certifications

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

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

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

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

Signature

Signed by William Arthur Endean as Grantee Representative on 02/08/2018 12:17 PM

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

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

2015/6246
APPROVED
Registrar-General of Land

Page 1 of 4 pages

Grantor

OREWA DEVELOPMENTS LIMITED

Grantee

OREWA DEVELOPMENTS LIMITED

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

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

Schedule A

Continue in additional Annexure Schedule, if required

| Purpose (Nature and extent) of easement, <i>profit</i> or covenant | Shown (plan reference) | Servient Tenement (Computer Register) | Dominant Tenement (Computer Register) or in gross |
|--|---|---------------------------------------|---|
| Building Covenant (see Annexure Schedule B) | Lot 95 DP 523423 | 832405 | 832405 |
| | Lot 70 DP 523423 | 832406 | 832406 |
| | Lot 71 DP 523423 | 832407 | 832407 |
| | Lot 72 DP 523423 | 832408 | 832408 |
| | Lot 73 DP 523423 | 832409 | 832409 |
| | Lot 74 DP 523423 | 832410 | 832410 |
| | Lot 75 DP 523423 | 832411 | 832411 |
| | Lot 76 DP 523423 | 832412 | 832412 |
| | Lot 800 and Lot 801 (amalgamated) | 839068 | 839068 |
| | | | |

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

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

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

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

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

[the provisions set out in Annexure Schedule]

Covenant provisions

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

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

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

[Annexure Schedule B]

Building Covenant on Annexure Schedule Pages 3 -

Annexure Schedule

Page **3** of **4** Pages

2015/5049

APPROVED

Registrar-General of Land

Insert instrument type

Easement Instrument

*Continue in additional Annexure Schedule, if required***Building Covenant**

1. The Grantor, so as to bind themselves and all of the Servient Tenements described in Schedule A hereby covenants and agrees with the Grantee and all future proprietors of Dominant Tenements described in Schedule A, that it will at all times observe, and comply with, the covenants, terms and conditions contained in this Instrument as follows:-

(a) No more than one dwelling may be constructed on any Lot, having a total floor area of not less than 180m² inclusive of any garage under the same roof structure.

(b) Not to erect or place on the Lot any building, dwelling, carport, garage or other structure:

(i) Unless all roofs are sheathed in either pre-coated metal tiles, chip-coated metal tiles, concrete tiles, clay tiles, asphalt shingles or glass fibre shingles, or Colorsteel long run roofing products, provided that if concrete tiles are used they may not be red or orange in colour;

(ii) Unless exterior walls are sheathed in brick or textured plaster or stone or glass or timber weatherboards or Linea Board or any combination of those materials;

(iii) Having fibrous cement products used for exterior finish other than soffit lining or backing for textured plaster finish.

2. Not to erect or permit to be erected or placed on the Lot any separate carport.

3. Not to build any residential home to the shape of a simple square or rectangle.

4. Building shall be set back a minimum distance from all boundaries pursuant to Auckland Council District Plan Rules.

5. No second-hand re-locatable building may be brought onto any Lot nor any other previously used building be transported to and relocated or re-erected on any Lot.

6. To construct any fence in concrete brick or kiln fired brick, stucco textured finish, stone, brush or timber. Any fencing along front or side boundaries within 3 metres of a road boundary shall not exceed 1.5 metres in height above finished grassed level except for corner lots where approved fencing can be erected within 3 metres of the road boundary to a height of 1.8 metres with the prior written approval of the Grantee.

7. Building of dwellings must be complete within nine (9) months of laying down the foundations. Landscaping works associated with such development (including lawns, drives, paths and fencing) shall be completed within three (3) months of building completion.

8. No building on any Lot may be occupied as a resident in any way unless the dwelling on the property has been substantially completed including driveways and landscaping and a Code of Compliance Certificate(s) has been approved by the Local City Council.

9. No large satellite dishes of any type are to be erected so they are visible from the road.

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

Annexure Schedule

Page 4 of 4 Pages2015/5049
APPROVED

Registrar-General of Land

Insert instrument type

Easement Instrument (cont'd...)

Continue in additional Annexure Schedule, if required

Building Covenant (cont'd...)

10. (a) Clotheslines shall be located at the rear of each lot and shall have adequate screening to ensure they will not be highly visible from the road;
- (b) No unpainted sheds or unpainted garages;
- (c) No garden shed permissible that is visible from any road, jointly owned accessway lot or reserve;
- (d) Any bus, caravan, trailer or similar that is parked on anything other than a hardstand area.
11. Lot owners shall reinstate, replace and be responsible for all costs arising from damage to the landscaping, roads, footpaths, kerbing, berms, concrete or any other structure arising directly or indirectly from any activity by the Lot holder or any person associated with or employed by the Lot holder.
12. Lots must otherwise be kept and maintained in a neat and tidy condition at all times, including grounds, lawns, gardens and the Local Authority owned road frontage. Grass and other ground cover must not exceed a height of 150mm.
13. Not to rent to special housing agencies such as Housing New Zealand.

G

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

G



View Instrument Details

Instrument No. 10999766.7
Status Registered
Date & Time Lodged 16 Jan 2018 13:12
Lodged By McGivern, Shaun Michael
Instrument Type Easement Instrument

Toitu te
Land whenua
Information
New Zealand



| Affected Computer Registers | Land District |
|-----------------------------|----------------|
| 802755 | North Auckland |
| 802756 | North Auckland |
| 802757 | North Auckland |
| 802761 | North Auckland |
| 802762 | North Auckland |
| 802763 | North Auckland |
| 802764 | North Auckland |
| 802765 | North Auckland |
| 802767 | North Auckland |
| 802768 | North Auckland |
| 802769 | North Auckland |
| 802770 | North Auckland |
| 802771 | North Auckland |
| 802772 | North Auckland |
| 802785 | North Auckland |
| 802799 | North Auckland |
| 802800 | North Auckland |
| 802813 | North Auckland |

Annexure Schedule: Contains 8 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage 10281984.2 has consented to this transaction and I hold that consent ☒
- I certify that the Encumbrancee under Encumbrance 6865065.5 has consented to this transaction and I hold that consent ☒

Signature

Signed by Shaun Michael McGivern as Grantor Representative on 16/01/2018 01:11 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

Grantee Certifications

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

**Signature**

Signed by Shaun Michael McGivern as Grantee Representative on 16/01/2018 01:11 PM

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

Instrument to grant easement ("easement")

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

Grantor

Orewa Developments Limited

Grantee

Vector Limited

Grant of Easement

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

Schedule A*Continue in additional Annex, if required*

| Purpose (Nature and extent) of easement | Shown (plan reference) | Servient Tenement (Computer Register) | Dominant Tenement (Computer Register) or in gross |
|---|------------------------|---|---|
| Right to Convey Electricity | A & E on DP 510693 | Lot 600 DP 510693 Part CFR 802761 to 802765 (inclusive), 802767 to 802772 (inclusive), 802799 and 802800 | In Gross |
| | B on DP 510693 | Lot 604 DP 510693 Part CFR 802755, 802756 and 802757 | |
| | F, J & K on DP 510693 | Lot 900 DP 510693 CFR 802813 | |
| | G on DP 510693 | Lot 89 DP 510693 CFR 802785 | |

Easements rights and powers (including terms, covenants and conditions)

The rights and powers implied in specified classes of easement under the Land Transfer Regulations 2002 shall not apply and are substituted by the provisions set out in the Annex.

Presence of Accommodation (select as applicable):There is no Accommodation ☐The Accommodation is owned by the Landowner ☐The Accommodation is owned by the Network Operator ☒

*Insert instrument type***Easement Instrument to grant easement***(Continue in additional Annex, if required)***1. DEFINITIONS**

In this easement unless the context otherwise requires:

- (a) "Accommodation" means that building or other structure (if any) enclosing, supporting and/or surrounding the Substation (if any) from time to time including the foundation, floor, pole, 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) "Easement Land" means those parts of the Land specifically marked on the Plan and referred to in Schedule A of this easement.
- (d) "Emergency Situation" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity, gas or telecommunications and computer media.
- (e) "Equipment" includes the Substation and all pipes, ducting, cables (including fibre optic cables), meters and load management devices and conducting media, transformers, gas measurement systems, distribution systems and fittings (as defined in the Gas Act 1992) and all other equipment (owned by the Network Operator) which is situated on, in, over or under the Easement Land or which the Network Operator requires to place on, in, over or under the Easement Land to carry out the Permitted Uses.
- (f) "HSW Act" means the Health and Safety at Work Act 2015, any regulations under that Act, and any other approved codes of practice, standards or rules relating to health and safety.
- (g) "Land" means the servient tenement referred to in Schedule A of this easement.
- (h) "Landowner" means the Grantor under this easement, being initially the party specified as the Grantor on the first page of this easement.
- (i) "Network Operator" means the Grantee under this easement, being initially the party specified as the Grantee on the first page of this easement.
- (j) "Permitted Uses" means the purpose specified in Schedule A, being either the conveyance of electricity and/or gas and/or the conveyance of telecommunications and computer media in each case, for the benefit of the Land and any other land, and for any other purpose reasonably required by the Network Operator.
- (k) "Plan" is the deposited plan referred to in Schedule A of this easement.
- (l) "Rights" are the full, free, uninterrupted and unrestricted ability and licence (as reasonably required by the Network Operator) at all times to go on, over and under the Land and have access to and through the Building (if any) to enter the Easement Land with or without vehicles, tools or machinery to undertake Works and use the Equipment.
- (m) "Substation" means the distribution substation and/or transformer and/or switching equipment (if any) installed from time to time on the Easement Land.
- (n) "Working Day" means any day other than a Saturday, Sunday or statutory public holiday at the place where the Land is situated.
- (o) "Works" means any works (including but not limited to excavating trenches in which the Equipment will be placed and any other construction, maintenance, inspection, repair, upgrading and replacement works), required to be undertaken by the Network Operator in order that it may use the Easement Land for the Permitted Uses.
- (p) Headings are included for convenience only and do not affect the interpretation of this easement.
- (q) Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.

*Insert instrument type***Easement Instrument to grant easement***(Continue in additional Annex, if required)*

- (r) Reference to the Network Operator and Landowner is deemed to be a reference also to the Network Operator's and Landowner's employees, workmen, engineers and agents unless the context requires otherwise and, in the case of the Network Operator, to any person nominated by the Network Operator in accordance with clause 9.
- (s) Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.
- (t) References to a party includes reference to that party's executors, administrators, successors in title and assigns.

2. GRANT

- 2.1 The Landowner grants and the Network Operator accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses together with the right to exercise the Rights for all time.
- 2.2 The Landowner agrees that no power is implied for the Landowner to terminate this easement for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement shall continue until surrendered.

3. NETWORK OPERATOR'S OBLIGATIONS

- 3.1 The Network Operator shall:
 - (a) in undertaking any Works cause as little damage as possible to the Land and Building and as little inconvenience as possible to the Landowner and/or the Landowner's tenants, licensees and other persons who have the right to use the Land and the Building; and
 - (b) following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land as soon as possible after the Works have been completed and restore the surface of the Land as nearly as possible to its former condition (unless otherwise agreed) and make good any damage to the Building caused through the undertaking of the Works.
- 3.2 The Network Operator shall provide the Landowner and/or the occupier for the time being of the Land, at least five (5) Working Days' notice prior to exercising the Rights except:
 - (a) in an Emergency Situation; or
 - (b) when operating or inspecting the Equipment or carrying out Works of a minor nature (that have come to the attention of the Network Operator in the course of such inspection or operation).

4. LANDOWNER'S OBLIGATIONS

- 4.1 The Landowner shall not (and shall not allow any other person to), without the prior written consent of the Network Operator:
 - (a) place or allow to be placed any further improvements or fencing or other erections, or allow any further trees or shrubs to grow on the Easement Land other than improvements, fences, erections, trees or shrubs in place as at the date of this easement or replacements for those improvements, fences, erections, trees or shrubs;
 - (b) carry out any act on the Land that interferes with or affects the Permitted Uses or the exercise by the Network Operator of the Rights. In particular, the Landowner shall, at its own cost, at all times keep an access route over the Land to the Easement Land clear and in good condition and promptly carry out any reinstatement works which become necessary from time to time;
 - (c) interfere with or cause any damage to be done to the Equipment;
 - (d) grant any rights over the Easement Land to any party other than the Network Operator except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan; or
 - (e) permit to be done any act on the Land that interferes with the Network Operator's:
 - (i) access to the Substation (if any) including personnel and Equipment access;
 - (ii) ventilation of the Substation and/or Accommodation (if any);
 - (iii) fire-rating of the Substation and/or Accommodation (if any); or
- 4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

*Insert instrument type***Easement Instrument to grant easement***(Continue in additional Annex, if required)***5. MAINTENANCE**

The Network Operator shall, at its cost, keep the Equipment in good and substantial repair and shall be liable to the Landowner for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Equipment to the extent (but not greater than) specified in:

- (a) the Network Operator's then standard terms and conditions for the supply of distribution services as published and publicly notified on the Network Operator's official website from time to time (if applicable);
- (b) the direct agreement for the supply of distribution services between the Network Operator and the Landowner (if applicable); or
- (c) the Landowner's energy supply agreement with its retailer (to the extent the terms of such agreement are enforceable against the Landowner by the Network Operator).

6. HEALTH AND SAFETY

6.1 The Network Operator shall, while undertaking any Works, do so in accordance with its health and safety obligations and all applicable health and safety legislation and regulations. In particular, the Network Operator shall:

- (a) comply with the HSW Act;
- (b) ensure, so far as is reasonably practicable, the health and safety of its workers and those who are influenced or directed by it while carrying out work for it;
- (c) ensure the health and safety of other persons is not put at risk from work carried out by the Network Operator; and
- (d) ensure, so far as is reasonably practicable, that the way in which any Equipment is installed is without risks to the health and safety of any persons who:
 - (i) use or install such Equipment; or
 - (ii) are at or in the vicinity of the Landowner's workplace and may be affected by that use or activity.

6.2 Where the Landowner conducts a business or undertaking, the Landowner shall:

- (a) comply with the HSW Act;
- (b) in relation to any workplace under the Landowner's management or control:
 - (i) notify the Network Operator of any known hazards to which a worker or any person may be exposed;
 - (ii) ensure the workplace is without risks to the health and safety of any person.

6.3 The Landowner must notify the Network Operator of any known hazards or special health and safety requirements for the Land and the Network Operator shall use reasonable endeavours to comply with those.

6.4 The parties agree to work together to consult, co-operate and co-ordinate activities in order to meet each other's respective health and safety obligations under applicable legislation, regulations and this easement.

7. OWNERSHIP

The Network Operator retains ownership of the Equipment and the Landowner acknowledges that such Equipment does not form part of the Land.

8. IMPLIED RIGHTS AND POWERS

The rights and powers implied in certain easements pursuant to section 90D of the Land Transfer Act 1952 (and currently set out in Schedule 4 of the Land Transfer Regulations 2002) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

9. NOMINATION OF NETWORK OPERATOR

The Network Operator may, by serving written notice on the Landowner (and without limiting the rights of the Network Operator pursuant to section 291 Property Law Act 2007) nominate any person to exercise (either together with the Network Operator or otherwise) any of the rights granted to the Network Operator.

*Insert instrument type***Easement Instrument to grant easement***(Continue in additional Annex, if required)***10. LANDOWNER TO NOTIFY OCCUPIER**

The Landowner shall notify every occupier of the Land of the terms of this easement and shall make sure that any such occupier complies with the terms of this easement in order that the Network Operator can have the full use and benefit of the rights granted under this easement.

11. DISPUTES

11.1 If any dispute arises between the Landowner and the Network Operator concerning the rights created by this instrument and the parties are unable to resolve that dispute through good faith negotiations within 20 Working Days of beginning such negotiations:

- (a) to the extent that the dispute falls within the categories of dispute dealt with pursuant to the Electricity and Gas Complaints Commissioner Scheme (the "Scheme"), the Landowner may refer the dispute to the Scheme; and
- (b) to the extent that the dispute does not come within the provisions of clause 11.1(a) either party may refer the matter to the arbitration of a single arbitrator pursuant to the Arbitration Act 1996, such arbitrator to be agreed by the parties (within 10 Working Days), or failing that, appointed by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration will be held in Auckland, New Zealand.

12. ACCOMMODATION OWNED BY LANDOWNER

12.1 Where Accommodation is owned by the Landowner (as indicated on the front page of this easement), the following provisions of this clause 12 shall apply:

- (a) the Landowner shall not enter that part of the Easement Land on which the Accommodation is situated except for the purposes of carrying out inspection of and maintenance of the Accommodation pursuant to clause 12(b) and 12(c).
- (b) the Landowner shall at its cost keep the Accommodation in good and substantial repair. If the Landowner fails to comply with this obligation then the Network Operator may remedy any such failure and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.
- (c) the Landowner acknowledges that the Accommodation is locked at all times by the Network Operator. If the Accommodation requires repair or the Network Operator reasonably suspects that the Accommodation requires repair, upon receiving notification from the Landowner the Network Operator agrees to, on reasonable notice (except in an Emergency Situation), accompany the Landowner to enter the Accommodation for the purpose of inspecting the Accommodation or carrying out repair, provided that the Landowner shall have the right to inspect the Accommodation without charge by the Network Operator no more than twice a year (other than in an Emergency Situation). The Landowner shall at all times ensure that:
 - (i) the ventilation to and from the Accommodation is not restricted; and
 - (ii) the fire resistance rating and fire protection measures of the Accommodation are maintained at the same levels as at the date of this easement.
- (d) if the Network Operator becomes aware of any want of repair or maintenance, the Network Operator shall notify the Landowner, provided that the Network Operator has no responsibility to carry out inspections of the Accommodation when it enters the Accommodation or otherwise.

13. ACCOMMODATION OWNED BY NETWORK OPERATOR

13.1 Where this easement states that there exists Accommodation owned by the Network Operator (as indicated on the front page of this easement) the following provisions of this clause 13 shall apply:

- (a) the Landowner shall not enter the Accommodation.
- (b) the Network Operator shall at its cost keep the Accommodation in good and substantial repair and shall be liable for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Accommodation to the extent set out in clause 5.
- (c) the Landowner acknowledges that the Accommodation does not form part of the Land.

From:

To:1093070353

14/12/2017 11:56

#315 P.005/006

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc.

Mortgage

2015/6250
APPROVED
Registrar-General of Land

Page 1 of pages

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Bank of New Zealand

Mortgagee under Mortgage No. 10281984.2 and
Variation of Mortgage No. 10598947.1

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to [Section _____ of the Land Transfer Act 1952]

Pursuant to [Section s224(b)(i) of the Resource Management Act 1991]

Pursuant to [Section _____ of the _____ Act]

Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to:

1. Creation of new titles, easements and land covenants
2. Deposit of Land Transfer Plan 510693
3. Vesting of Lots 500-504, 511-512, 602-603, 605, 700 Deposited Plan 510693 in Auckland Council
- 4.
- 5.

Dated this 14th day of December 2017

Attestation

SIGNED for and on behalf of
BANK OF NEW ZEALAND
by its Attorney:
Makenita Wright

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name Maryam Masoudi

Occupation

Address

Bank Officer
Auckland

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

From:

To:1093070353

14/12/2017 11:56

#315 P.003/006



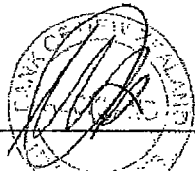
**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

Makerita Wright

I, **Makerita Wright**, Quality Support Lending Fulfilment Officer of
Auckland, New Zealand, certify:

1. That by deed dated 8 May 2015, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the Hamilton registration district of Land Information New Zealand as dealing No. 10097085.2
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 14 December 2017



Makerita Wright

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc

Encumbrance

2015/6250
APPROVED
Registrar-General of Land

Page 1 of 1 pages

Consentor
Surname must be underlined or in CAPITALS

Her Majesty the Queen

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Encumbrances under Encumbrance no.
6865065.5

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to [Section _____ of the Land Transfer Act 1952]

Pursuant to [Section s224(b)(i) of the Resource Management Act 1991]

Pursuant to [Section _____ of the _____ Act]

Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to:

1. Deposit of Land Transfer Plan 510693
2. Right to Convey Electricity and Gas marked K on DP 510693 in favour of Vector Limited
3. Right to Convey Electricity marked F and J on DP 510693 in favour of Vector Limited
4. Right to Convey Telecommunications and Computer Media marked J on DP 510693 in favour of
5. Chorus New Zealand Limited

Dated this 15TH day of January

2018

Attestation

| | | |
|---|---|---|
| <p align="center">KAVYA SHRIVASTAVA</p> <p>For and on behalf of Her Majesty the Queen Acting pursuant to delegated authority from the Chief Executive of Land Information NZ Pursuant to section 41 of the State Sector Act 1988</p> | Signed in my presence by the Consentor | |
| | Signature of Witness | |
| | Witness to complete in BLOCK letters (unless legibly printed) | |
| | Witness name | Christine Anderson |
| Signature of Consentor | Occupation | Crown Property Clearances |
| | Address | Land Information New Zealand 155 The Terrace Wellington |

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Instrument No. 11116850.6
Status Registered
Date & Time Lodged 02 Aug 2018 15:52
Lodged By Freestone, Lynley
Instrument Type Easement Instrument



| Affected Computer Registers | Land District |
|-----------------------------|----------------|
| 832405 | North Auckland |
| 832406 | North Auckland |
| 832407 | North Auckland |
| 832408 | North Auckland |
| 832409 | North Auckland |
| 832410 | North Auckland |
| 832411 | North Auckland |
| 832412 | North Auckland |
| 839068 | North Auckland |

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 10281984.2 has consented to this transaction and I hold that consent ☒

I certify that the Encumbrancee under Encumbrance 6865065.5 has consented to this transaction and I hold that consent ☒

Signature

Signed by William Arthur Endean as Grantor Representative on 02/08/2018 02:20 PM

Grantee Certifications

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

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

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

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

Signature

Signed by William Arthur Endean as Grantee Representative on 02/08/2018 12:17 PM

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

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

2015/6246
APPROVED
Registrar-General of Land

Page 1 of 2 pages

Grantor

OREWA DEVELOPMENTS LIMITED

Grantee

OREWA DEVELOPMENTS LIMITED

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

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

Schedule A

Continue in additional Annexure Schedule, if required

| Purpose (Nature and extent) of easement; <i>profit</i> or covenant | Shown (plan reference) | Servient Tenement (Computer Register) | Dominant Tenement (Computer Register) or in gross |
|--|----------------------------------|---------------------------------------|---|
| Fencing Covenant (see attached Annexure Schedule B) | Lot 95 DP 523423 | 832405 | 832405 |
| | Lot 70 DP 523423 | 832406 | 832406 |
| | Lot 71 DP 523423 | 832407 | 832407 |
| | Lot 72 DP 523423 | 832408 | 832408 |
| | Lot 73 DP 523423 | 832409 | 832409 |
| | Lot 74 DP 523423 | 832410 | 832410 |
| | Lot 75 DP 523423 | 832411 | 832411 |
| | Lot 76 DP 523423 | 832412 | 832412 |
| | Lot 800 and 801 (amalgamated) | 839068 | 839068 |

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

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

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

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

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

[the provisions set out in Annexure Schedule]

Covenant provisions

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

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

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

[Annexure Schedule **B**]

Fencing Covenant

The Registered Proprietor for the time being of the Servient Tenement shall not be entitled to call upon the Grantee, while the Grantee is Orewa Developments Limited, to pay for or contribute towards the expense of construction or maintenance of any fence between the Grantee and the Grantor's land that it would otherwise be entitled to do under the Fencing Act 1978. However, the benefit of this provision shall not enure for any subsequent purchaser of the land owned by the original owner Orewa Developments Limited.