

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



Identifier **NA100D/694**
Land Registration District **North Auckland**
Date Issued 16 August 1995

Prior References

NA8B/1274

Estate	Fee Simple
Area	2.4665 hectares more or less
Legal Description	Lot 13 Deposited Plan 166291

Registered Owners

Michael Eric Frewin, Sheryl Vicky Duggan and MEF Trustee Company Limited as to a 1/2 share
Sheryl Vicky Duggan, Michael Eric Frewin and Vickys Trustee Company Limited as to a 1/2 share

Interests

C544778.1 Notice pursuant to Section 94C Transit New Zealand Act 1989 declaring the adjoining State Highway No. 22 to be a limited access road - 29.11.1993 at 1.56 pm

C878364.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 16.8.1995 at 12.37 pm

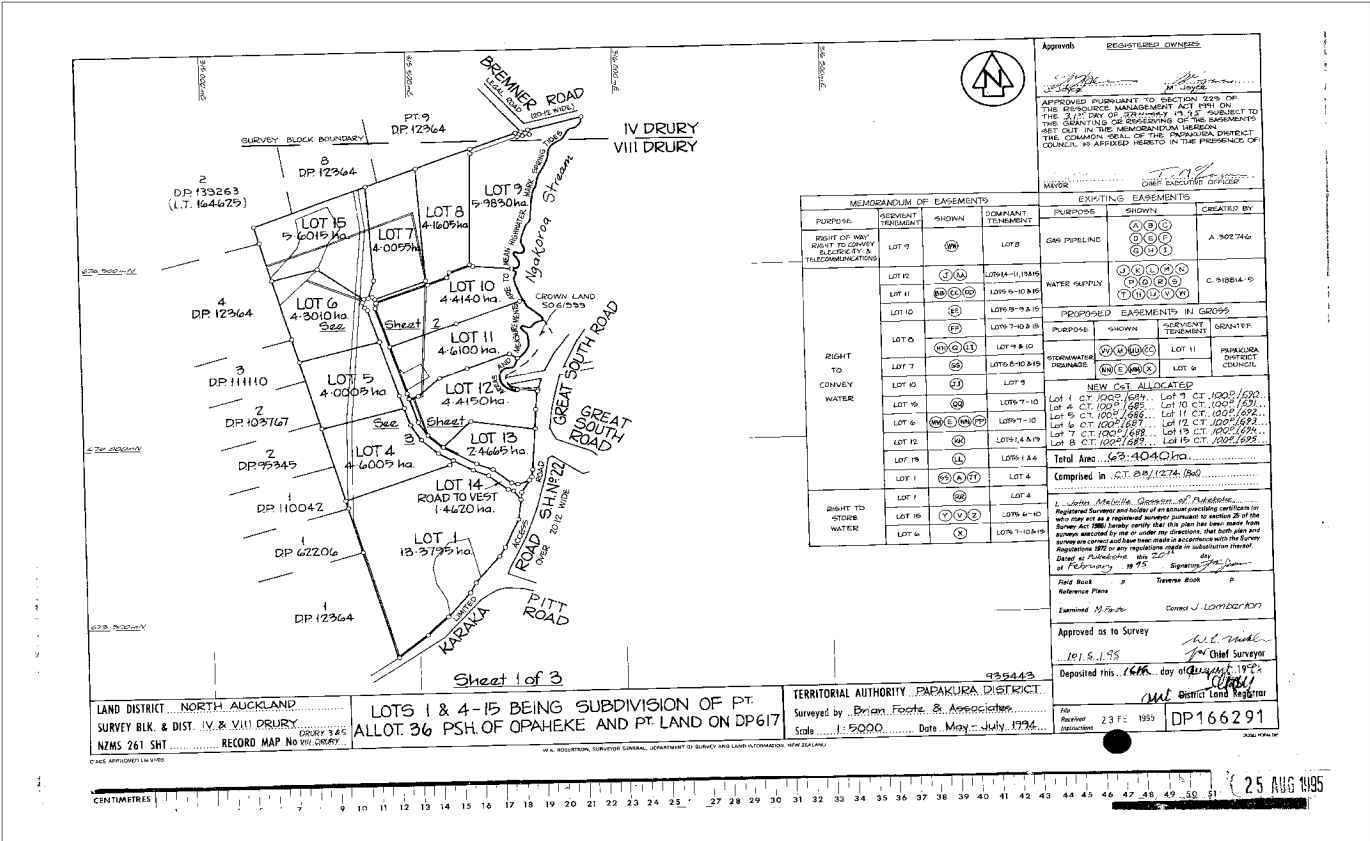
Appurtenant hereto is a right to convey water specified in Easement Certificate C878364.7 - 16.8.1995 at 12.37 pm

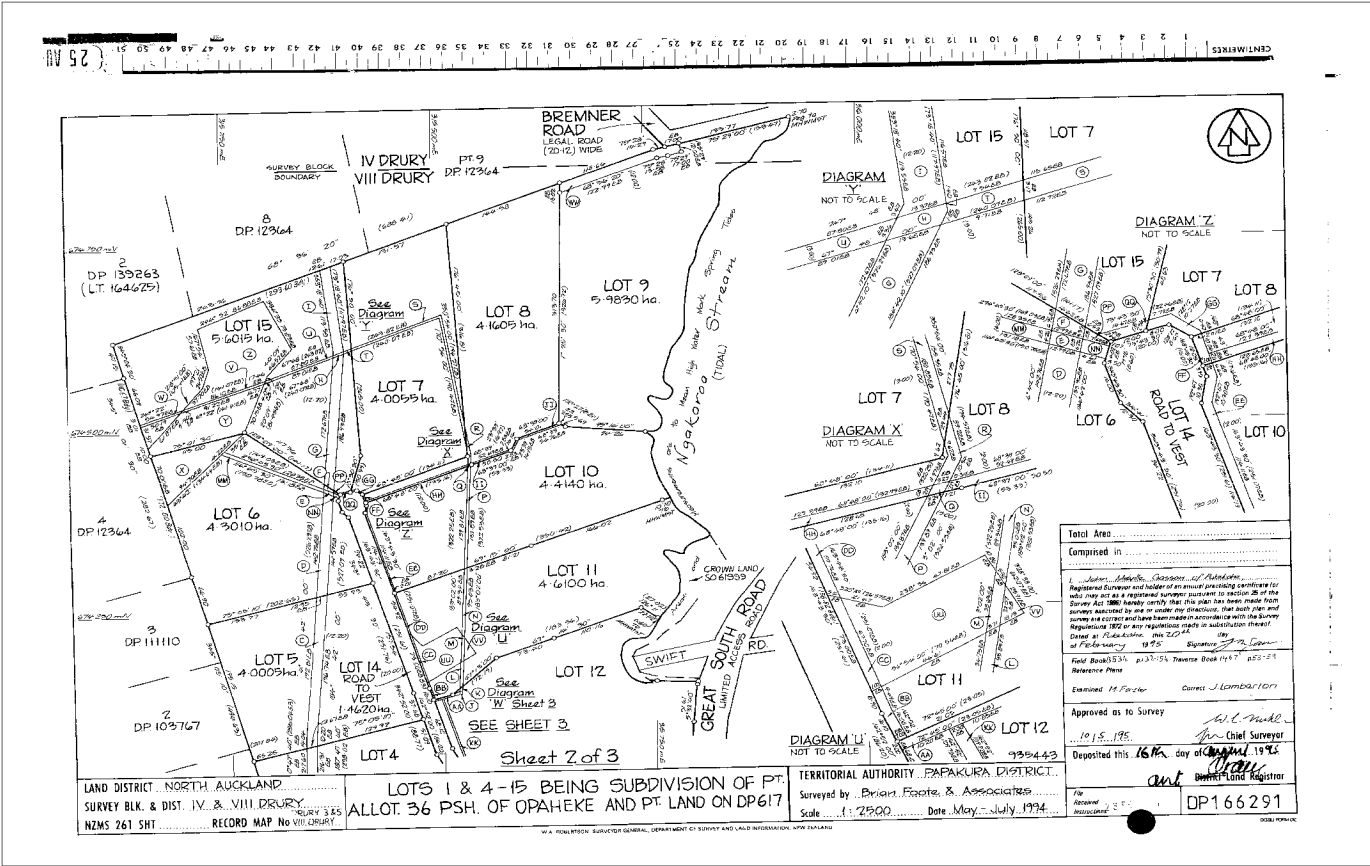
Subject to a right to convey water over part marked LL on DP 166291 specified in Easement Certificate C878364.7 - 16.8.1995 at 12.37 pm

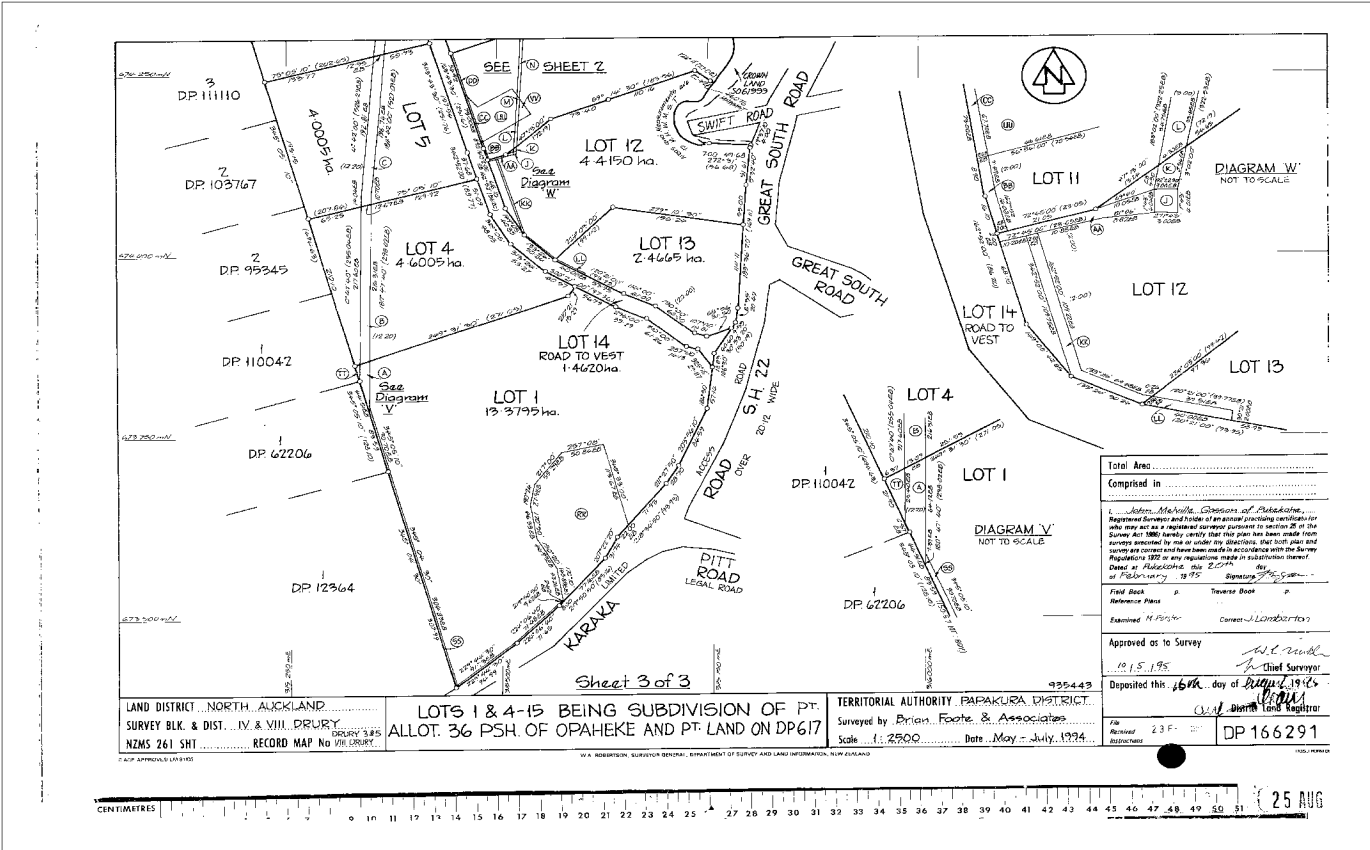
The easements specified in Easement Certificate C878364.7 are subject to Section 243 (a) Resource Management Act 1991

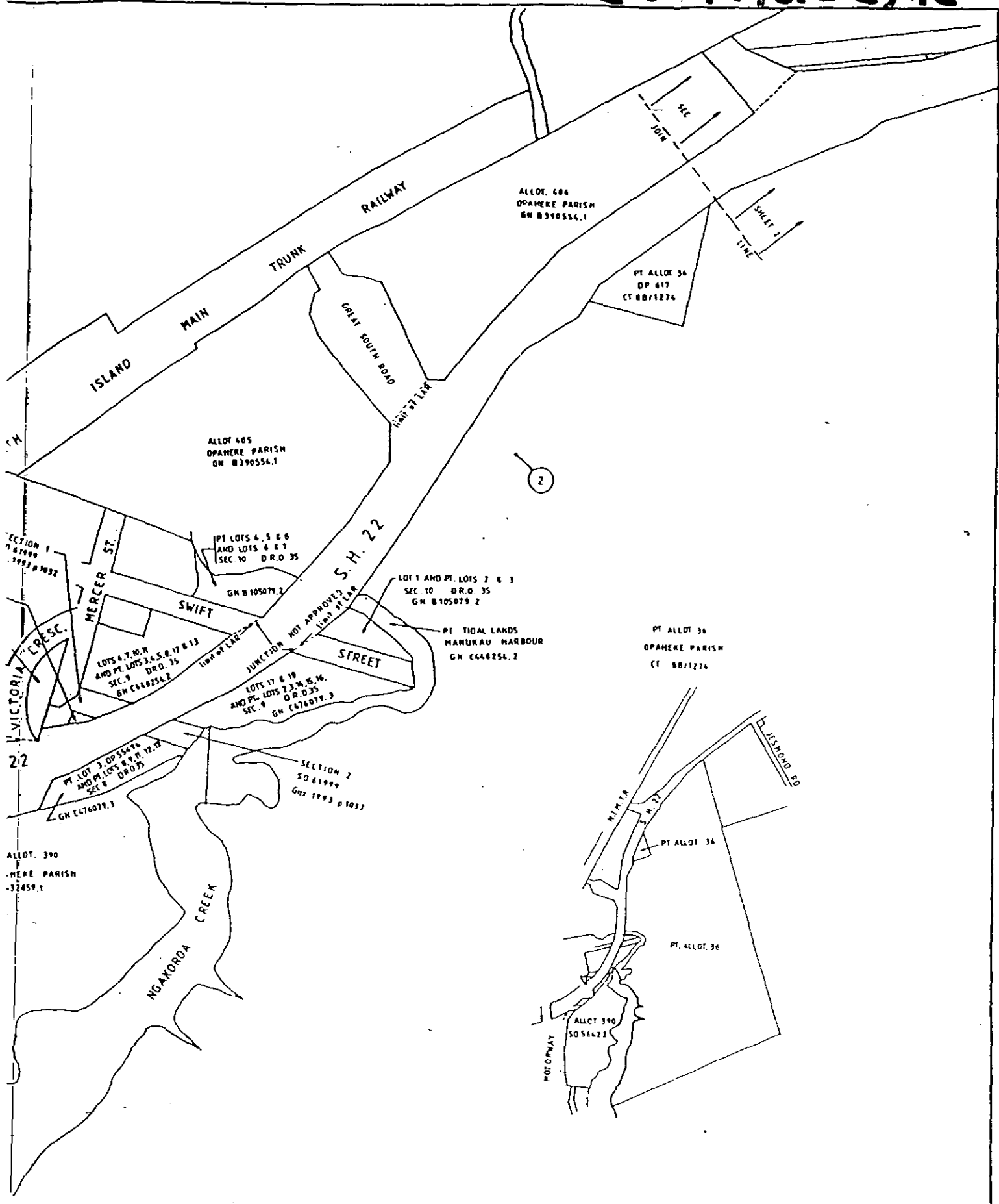
Land Covenant in Transfer C892866.1 - 8.9.1995 at 2.23 pm

10643638.2 Mortgage to ASB Bank Limited - 9.12.2016 at 2:26 pm









NORTH

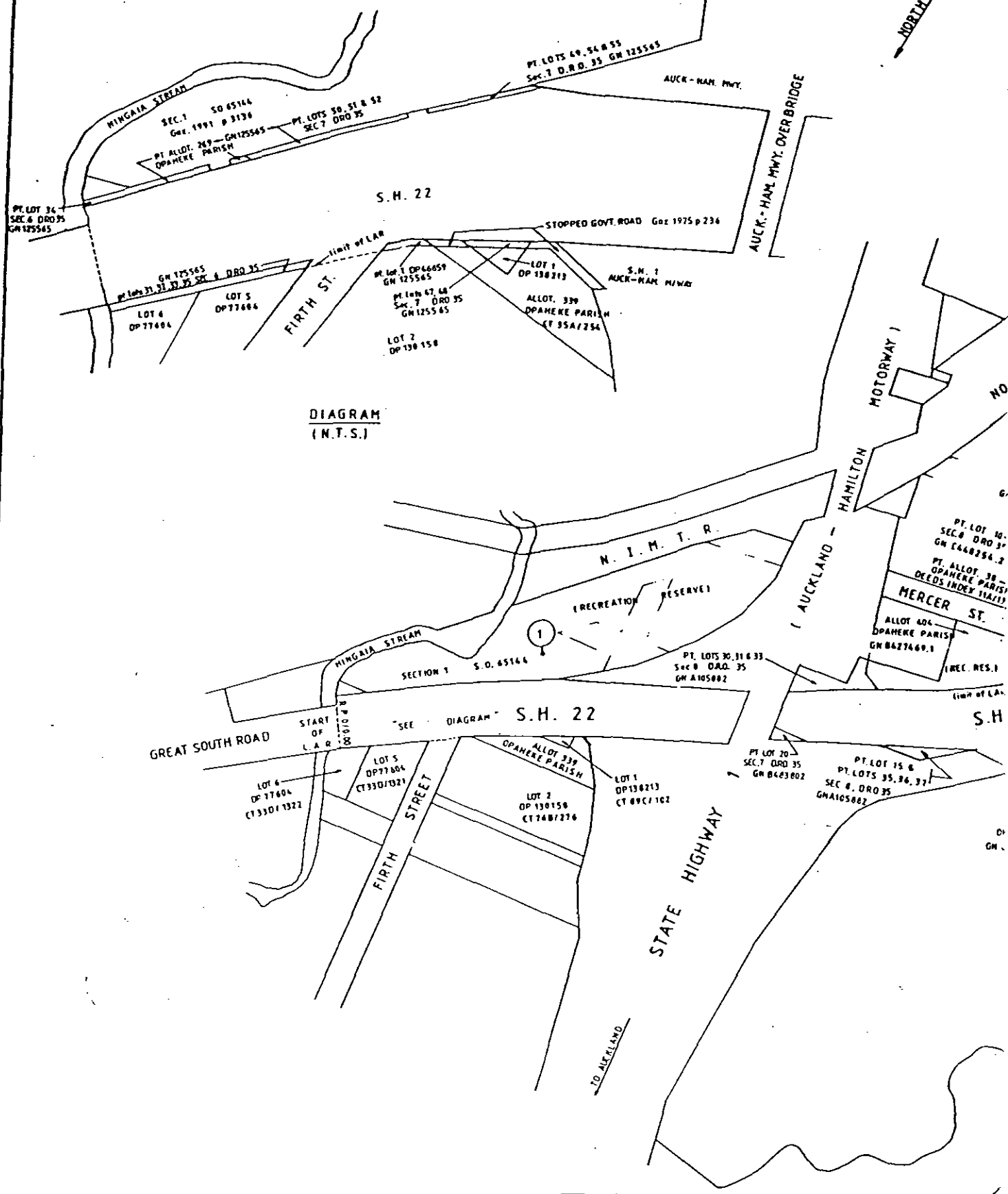
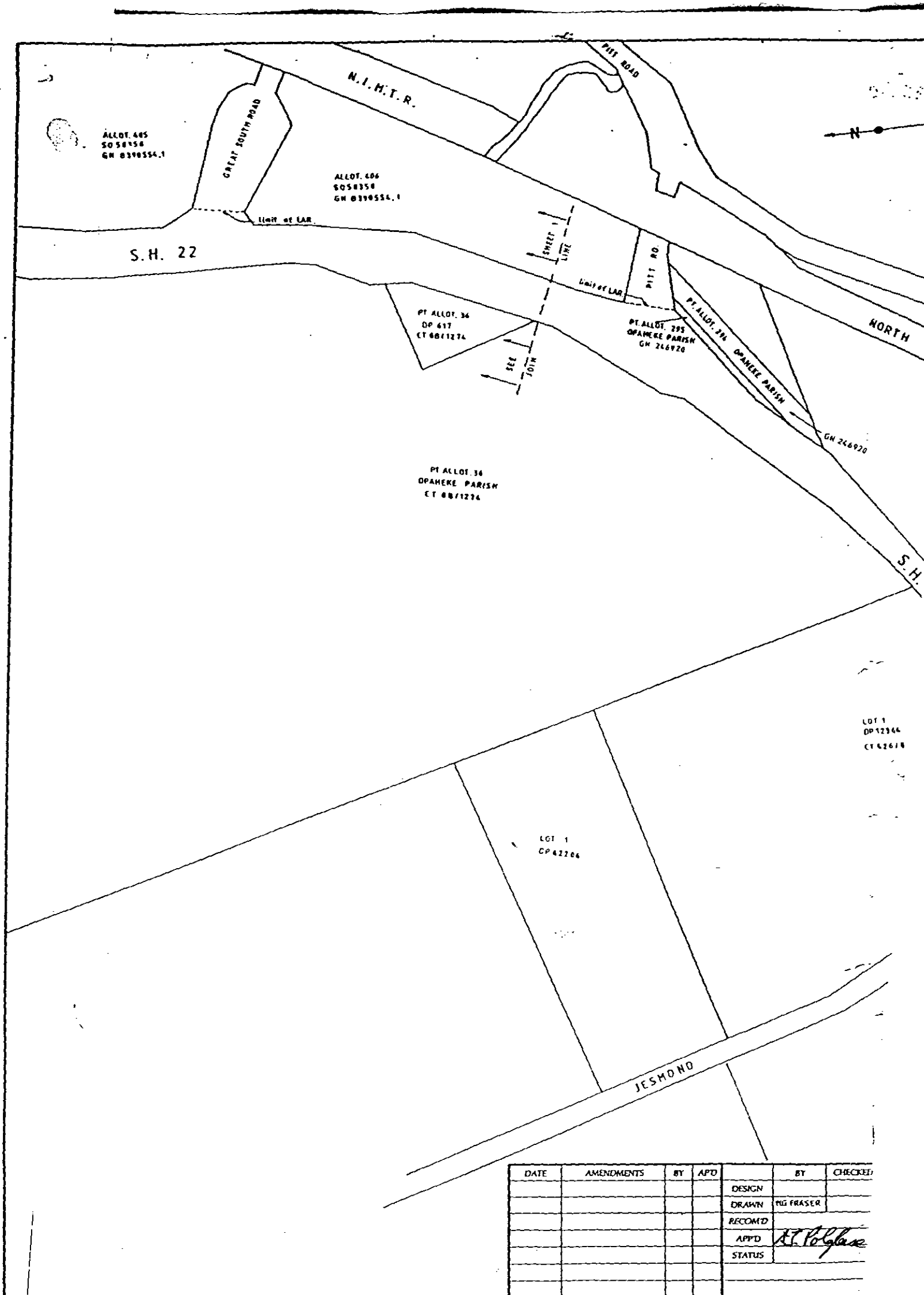
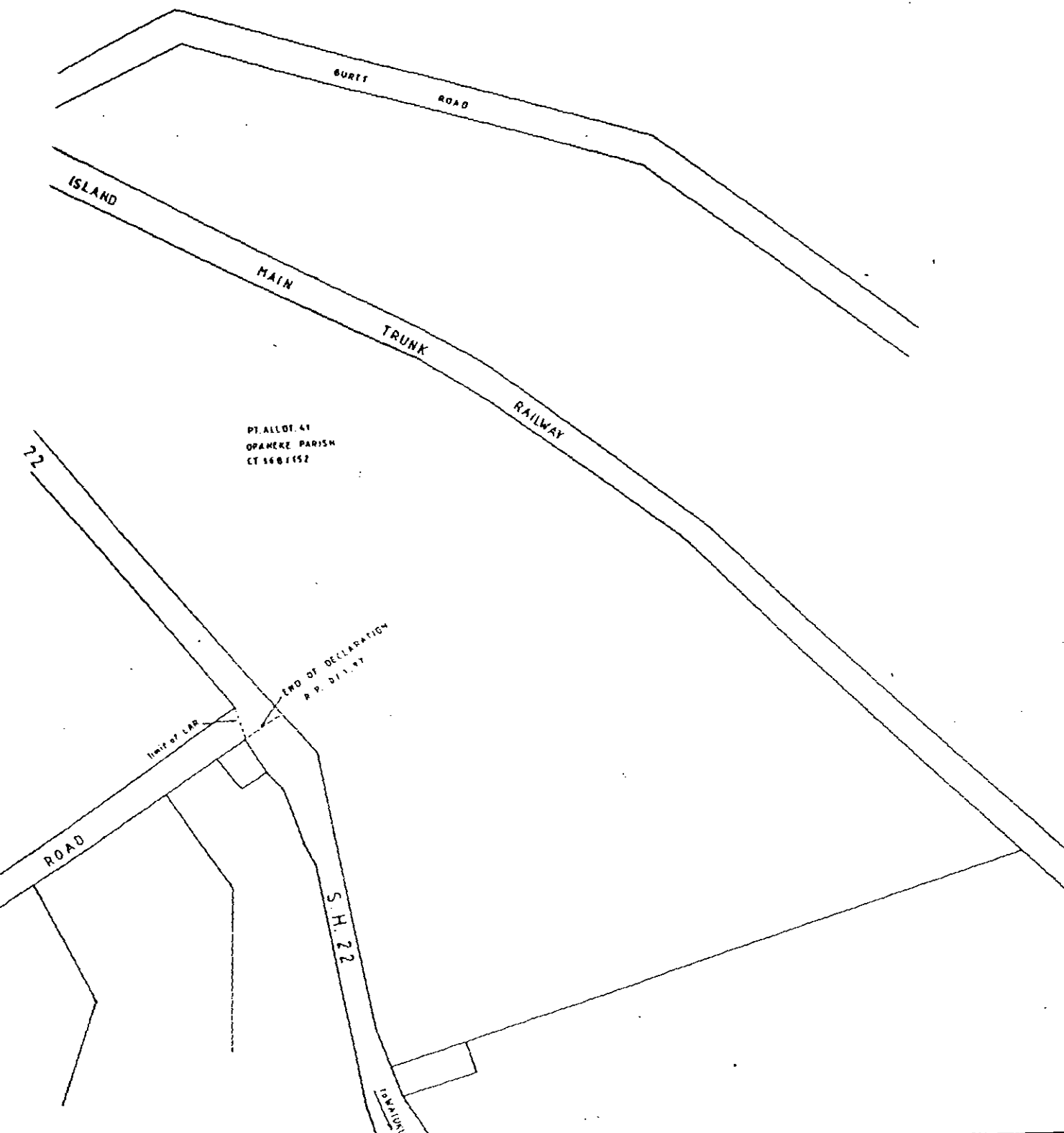


DIAGRAM
(N.T.S.)

DATE	AMENDMENTS	BY	APD	BY	CHECKED
				DESIGN	
				DRAWN	H.G. FRASER
				RECOMD	
				APPD	<i>R. Pollock</i>
				STATUS	



DATE	AMENDMENTS	BY	APD	BY	CHECKED
				DESIGN	
				DRAWN	ING FRASER
				RECOMD	
				APPD	A. Polglase
				STATUS	



93		LOCAL AUTHORITY PAPAKURA DISTRICT COUNCIL		TITLE: LIMITED ACCESS ROAD DECLARATION			
		NORTH AUCKLAND LAND DIST. OPAHEKE PARISH RECORD MAP R 12/13/03, DRURY VIII R 12/14/03, DRURY S, 6		STATE HIGHWAY 22 R.P. 0/0/00 - R.P. 0/1/97 DRURY BRIDGE - to JESMOND ROAD			
		GAZETTED L.A.R.		PLAN No L.A. 10/70/0	CODE	SHEET 2 of 2	
		SCALE: 1:2000	FILE: LAR 582	REVISION			

LAR 582.

Extract from *N.Z. Gazette*, 21 October 1993, No. 151, p. 3103

**Declaring State Highways to be Limited Access
Road State Highway 22: Drury Bridge to Jesmond
Road**

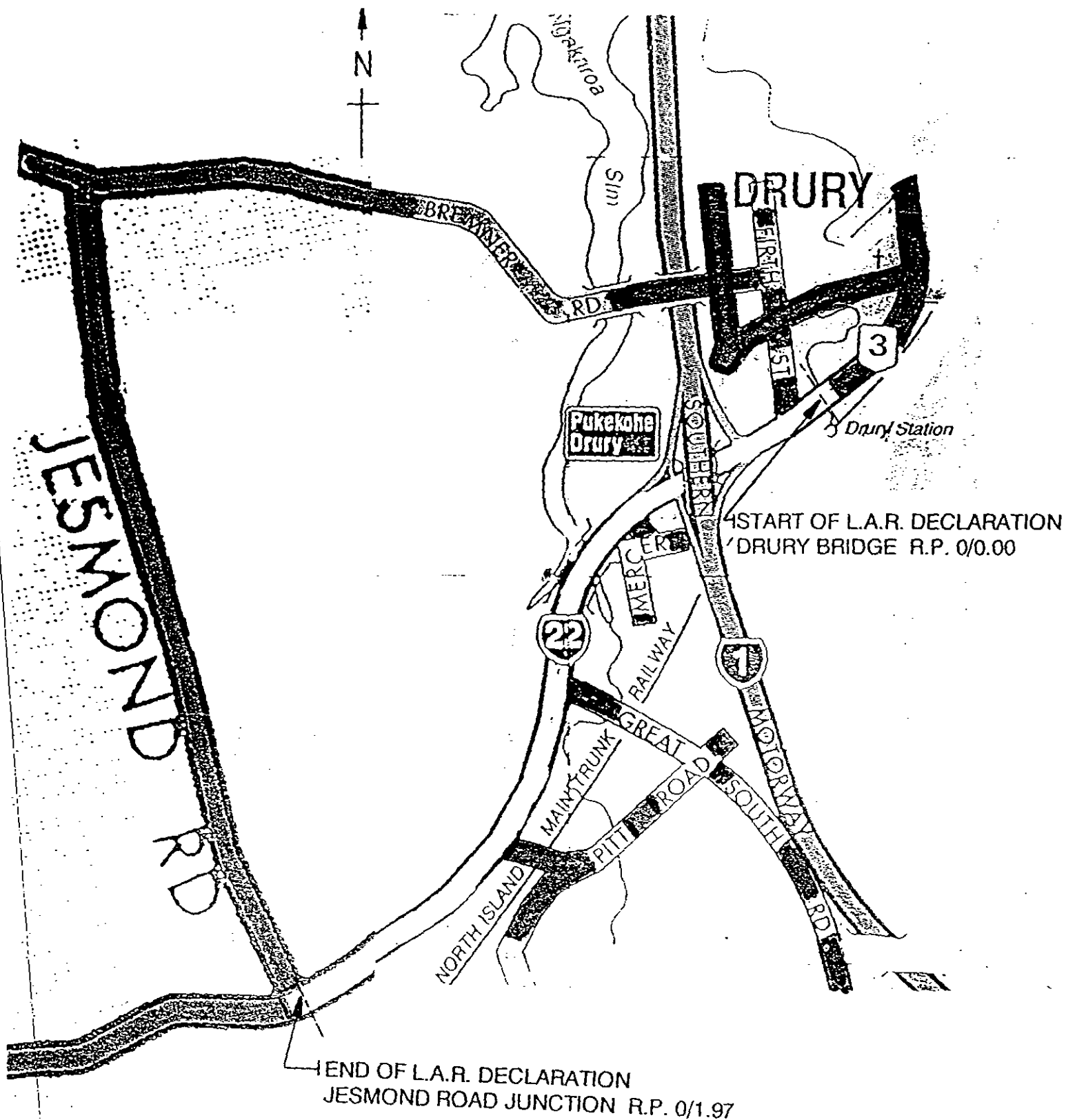
It is noted that Transit New Zealand by resolution dated 6 October 1993 and pursuant to section 88 (1) of the Transit New Zealand Act 1989, hereby declares that part of State Highway No. 22 from its junction with State Highway 1 at Drury Bridge (RP 0/0.00) in a generally westerly direction for a distance of approximately 1.97 km to its junction with Jesmond Road (RP 0/1.97) as more particularly shown on Sheet 7 of plan LA/10/70/0 held in the office of the Regional Manager Transit New Zealand Auckland and there available for public inspection to be a limited access road.

M. K. LAUDER, State Highways Manager.

au8970

LIMITED ACCESS ROAD DECLARATION

S.H. 22 DRURY BRIDGE to JESMOND ROAD



LOCALITY PLAN

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 1 of 7 Sheets

State Highway No. 22 : L.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
START OF LAR R.P. 0/0.00 to R.P. 0/1.97				
Nil	Access Denial Strip.	-	.Pt.Lot34 Sec.6 DRO35 & Pt.Allot 269 Opaheke Parish GN 125565 ✓	T.N.Z.
Nil	No existing entrance onto State Highway.(Allocated entrance only.)	1	Section 1 SO 65144 Gaz. 1991 p 3136	Papakura District Council (Recreation Reserve)
Nil	Access Denial Strip.	-	Pt. Allot 269 Opaheke Parish & Pt. Lots 50,51 & 52 Sec.7 D.R.O.35 GN 125565 ✓	T.N.Z.
Nil	No existing entrance onto State Highway.(Allocated entrance only.)	1	Section 1 SO 65144 Gaz 1991 p 3136	Papakura District Council (Recreation Reserve)
Nil	Access Denial Strip.	-	Pt. Lots 49,54 & 55 Sec.7 D.R.O. 35 GN 125565 ✓	T.N.Z.

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

**SCHEDULE FOR LIMITED ACCESS
ROAD DECLARATION**

Sheet 2 of 7 Sheets

State Highway No. 22 : L.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
STATE HIGHWAY 1 (AUCKLAND - HAMILTON MOTORWAY & OVERBRIDGE)				
Nil	No access required. (Taken for "Better Utilisation")	-	Pt. Lots 30,31,33 Sec. 8 D.R.O. 35 GN A105882 ✓	T.N.Z.
Nil	Legal Access from Mercer Street.	-	Allot. 404 Opaheke Parish GN B427469.1 ✓	Franklin District Council (Recreation Reserve)
VICTORIA CRESCENT (LEGAL ROAD - FORMED)				
Nil	Legal access from Victoria Crescent.	-	Pt. Allot. 38 Opaheke Parish DEEDS INDEX ✓ 11A/139	J. Runciman
Nil	Legal access from Mercer Street.	-	Section 1 SO 61999 Gaz. 1993 p1032	DOSLI Crown Lands
Nil	Legal access from Mercer Street.	-	Pt. Lot 10 Sec. 8 D.R.O. 35 GN C448254.2 ✓	DOSLI
Nil	Legal access from Mercer Street.(Stopped Road)	-	Section 1 SO 61999 Gaz 1993 p1032	DOSLI Crown Lands
Nil	Legal access from Mercer Street.	-	Lots 6,7,10,11 & Pt. Lots 3,4,5,8,12 & 13 Sec. 9 D.R.O. 35 GN C448254.2 ✓	DOSLI Crown Lands

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 3 of 7 Sheets

State Highway No. 22 : L.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
SWIFT STREET (LEGAL ROAD - NOT FORMED) JUNCTION NOT APPROVED				
Nil	Legal access from Swift Street.	-	Pt. Lots 4,5&8 Lots 6 & 7 Sec. 10 D.R.O. 35 GN B105079.2 ✓	T.N.Z.
Nil	Legal access from Great South Road.	-	Allot. 405 Opaheke Parish GN B390554.1 ✓	Papakura District Council (Recreation Reserve)
GREAT SOUTH ROAD (LEGAL ROAD - FORMED)				
Nil	Legal access from Great South Road.	-	Allot 406 Opaheke Parish GN B390554.1 ✓	Papakura District Council (Recreation Reserve)
PITT ROAD (LEGAL ROAD - FORMED)				
Nil	No access required. (Land taken for Road.)	-	PT. Allot. 295 Opaheke Parish GN 246920 ✓	T.N.Z.
Nil	No access required. (Land taken for Road.)	-	Pt. Allot. 294 Opaheke Parish GN 246920 ✓	T.N.Z.

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SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 4 of 7 Sheets

State Highway No. 22 : L.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
-	Access detailed on S.H.22 - Runciman to Tuakau - LAR Declaration. (Jesmond Road - Paerata Section - M.O.W. 16308)	-	Pt. Allot. 41 Opaheke Parish CT 16B/152 ✓	Parlour Farms Limited
END OF LAR - R.P. 0/1.97				

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SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 5 of 7 Sheets

State Highway No. 22 : R.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
START OF LAR R.P. 0/0.00 to R.P. 0/1.97				
Nil	Access Denial Strip (denying Lots 5 & 6 DP 77604 access onto State Highway)	-	Pt.Lots 31,32,33,35 Sec. 6 D.R.O. 35 GN 125565	T.N.Z.
FIRTH STREET (LEGAL ROAD - FORMED)				
Nil	Access Denial Strip (denying Lot 2 DP 130158 access onto State Highway)	-	Pt. Lot 1 DP 46659 GN 125565	T.N.Z.
Nil	Access Denial Strip (denying Allot. 339, Opaheke Parish access onto State Highway)	-	Stopped Govt. Road Gaz. 1975 p 236	T.N.Z.
Nil	Access Denial Strip (denying Lot 1 DP 138213 access onto State Highway)	-	Pt. Lots 47,48 Sec. 7 D.R.O. 35 GN 125565	T.N.Z.
Nil	Access Denial Strip (denying Allot.339, Opaheke Parish access on State Highway)	-	Stopped Govt. Road Gaz. 1975 p 236	T.N.Z.

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SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 6 of 7 Sheets

State Highway No. 22 : R.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
STATE HIGHWAY 1 (AUCKLAND - HAMILTON MOTORWAY - OVERBRIDGE)				
Nil	No access required.	-	Pt. Lot 20 Sec. 7 D.R.O. 35 ✓ GN B483802	T.N.Z.
STATE HIGHWAY 1 (AUCKLAND - HAMILTON MOTORWAY)				
Nil	No access required.	-	Pt. Lot 15 & Pt. Lots 35,36,37 Sec. 8 D.R.O. 35 ✓ GN A105882	T.N.Z.
Nil	Legal access from Bremner Road.	-	Allot. 390 Opaheke Parish GN B432859.1 ✓	Papakura District Council
Nil	No access required.	-	Pt. Lot 3 DP 55494 & Pt. Lots 8,9,11, 12,13 Sec. 8 D.R.O. 35 ✓ GN C476079.3 ✓	DOSLI (CROWN LAND)
Nil	No access required	-	Section 2 SO 61999 Gaz. 1993 p1032	DOSLI (CROWN LAND)
Nil	No access required.	-	Lots 17,18 & Pt.Lots 2,3,14,15,16 Sec. 9 D.R.O. 35 ✓ GN C476079.3 ✓	DOSLI (CROWN LAND)

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SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 7 of 7 Sheets

State Highway No. 22 : R.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION	
GAZETTE INFORMATION (not for publication)					
Access Details at: July 1993			Land in North Auckland Land Registration Dist.		Registered Proprietor
NO.	DESCRIPTION	TNZ REF*			
SWIFT STREET (LEGAL ROAD - NOT FORMED) JUNCTION NOT APPROVED					
Nil	No access required.	-	Lot 1 & & Pt. Lots 2 & 3 Sec. 10 D.R.O. 35 GN B105079.2 ✓	T.N.Z.	
Nil	No access required.	-	Pt. Tidal Lands Manukau Harbour GN C448254.2 ✓	DOSLI	
Nil	No existing access onto State Highway. (Allocated entrance only)	2	Pt. Allot. 36 Opaheke Parish CT 8B/1274	BREMNER; William Andrew Douglas New Zealand Guardian Trust	
Nil	No existing entrance onto State Highway (Allocated entrance only)	2	Pt. Allot 36 DP 617 CT 8B/1274	BREMNER; William Andrew Douglas New Zealand Guardian Trust	
Nil	No existing access on State Highway. (Allocated entrance only)	2	Pt. Allot. 36 Opaheke Parish CT 8B/1274	BREMNER; William Andrew Douglas New Zealand Guardian Trust	
Nil	No entrance onto State Highway.(Legal access from Jesmond Road.)	-	Lot 1 DP 12364 CT 426/8	HOSKING; Louise	
JESMOND ROAD (LEGAL ROAD - FORMED) END OF LAR R.P. 0/1.97					

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.



1.56 29.NOV93 C 544778

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRY



GN 125565 ✓ (544778. C. 544778) under
GN A105882 ✓ Section 94(1) Transit Area
GN 8427465.1 ✓ Section 14139 Section 14139 (Section 14139)
Deeds Index 11/139 Section 14139 (Section 14139)
GN C448284.2 ✓ (Section 14139 Section 14139)
GN 8105079.2 ✓ to be limited access road
GN 8390584.1 ✓ at
GN 246920 ✓
CT 168/152 ✓
GN 8483802.1 ✓
GN 8432889.1 ✓
GN C476079.3 ✓
CT 88/1274 ✓
CT 424/8 ✓

ACK

CP78364.3

COND

IN THE MATTER of Section 221 of the
Resource Management Act 1991

A N D

IN THE MATTER of a sub-division of an
estate of freehold in fee
simple in all that parcel of
land containing 63.880 ⁴⁰⁴
hectares more or less being
part Allotment 36 Parish of
Opaheke, part thereof being
more particularly shown in
Deposited Plan 627 and being
the residue of the land
comprised and described in
Certificate of Title Volume
8B Folio 1274 North Auckland
Registry SUBJECT TO Pipeline
Easement Certificate
A.302746 and to ~~Mortgage~~ ^{Water} *
* Supply Easement in ~~to 565373xxxxxx to xxxxxxxx~~
Transfer C318814.5 ~~Banking Corporation~~

BETWEEN

JOHN JOYCE and MARGARET
JOYCE both of Karaka,
Businesspersons

REGISTERED PROPRIETORS

A N D

THE PAPAKURA DISTRICT
COUNCIL

THE COUNCIL

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

THE PAPAKURA DISTRICT COUNCIL the Territorial Authority having
jurisdiction in respect of the above land HEREBY GIVES NOTICE
that subdivision consent to Plan 166291 is granted subject to
conditions to be complied with on a continuing basis as to all
Lots on the said Plan DP 166291 by the subdividing owners and by/
subsequent owners after the deposit of the said Plan.

THE CONDITIONS are:

1. Each building site shall be subject to specific investigation and design by a registered engineer experienced in on-site wastewater disposal systems at building consent application stage. Adequate separation from ground water and watercourses shall be provided.
2. The effluent disposal systems shall comply with the requirements of the Auckland Regional Council's current General Authorisation for Domestic Wastewater Disposal.

3. The wastewater disposal systems shall be constructed in accordance with the specifications submitted, under the supervision of a registered engineer experienced in on-site waste water disposal systems who shall certify in writing to the Council that the system has been installed in accordance with the specification.
4. Adequate stormwater drainage shall be provided to ensure surface run-off/water tank overflow/ground water does not affect the satisfactory performance of the effluent disposal systems.
5. Effluent disposal areas shall be located on ground above the 100 year flood level.
6. The designated reserve areas for effluent disposal shall be identified on the site plan at building consent stage.
7. Each building site shall be subject to specific investigation by a registered engineer experienced in geotechnical engineering at the building consent application stage in order to confirm foundation conditions.
8. All recommendations and conditions included in the geotechnical report by Earthtech Consulting Limited dated 27 January 1994 and the application letter by B. Foote & Associates dated 4 February 1994 shall be strictly adhered to.
9. No caveats or other encumbrances shall be placed on any title to prevent the use of the Lots for horticultural purposes.
10. The owners or occupiers of the Lots which are not proposed in the Auckland Regional Council water availability letter of 14 February 1994 as being provided with water from bores, shall have access to water and the right of extraction set out below:

T.MZ Lots 1 and 4 to share equal extraction rights of water from Dam ~~B~~ G

Lots 6 - 10 and 15 to have a sixth share of extraction rights for water from Dam B.

No person shall extract more than one-sixth of the volume at any one time unless it is with the written agreement of the other 5 owners. Such an agreement is to be on a yearly renewable basis.

Lots 6 - 10 and 15 may have storage ponds erected on them to obtain water from Dam B. Such storage ponds are not to exceed 8,000 cubic metres in storage capacity.

Easements to enable provision of water to each Lot in the manner set out above are to be provided as necessary on the Survey Plan and reserved and granted.

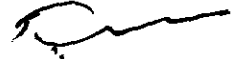
NOTE: Extraction from Dam B is only to occur in the months of April to September.

DATED at Papakura this 7TH day of AUGUST 1995.

.....
Principal Administrative
Officer

CA:083

Correct for the purposes of the Land
Transfer Act



Solicitor for the Registered Proprietor

12.37 16.AUG95

PARTIALLY REGISTERED
LAND REGISTRATION ACT 1925
AS TO LAND IN ()

88/1234



C 878364.7 EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

✓/We JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 95 under No. 166291 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 166291

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to Convey Water	12 ✓	J & AA	Lots 1, 4-11, 13 & 15	100D/684 - 695 (incl)
" "	11	BB CC DD	Lots 5-10 & 15	100D/686-692 (incl) 695
"	10	EE	Lots 5-9 & 15	100D/686-691 (incl) 695
"	8	FF	Lots 7-10 & 15	100D/688-691, (incl) 695
"	8	HH Q II	Lots 9 & 10	100D/689, 690, 691
"	7	GG	Lots 8-10 & 15	100D/688-691, (incl) 695
"	10	JJ	Lot 9	100D/690, 691
"	15	QQ	Lots 7-10	100D/688-691, (incl) 695
"	6	MM E NN PP	Lots 7-10	100D/687-691 (incl)
"	12 ✓	KK	Lots 1, 4 & 13	100D/684, 685, 693, 694
"	13	LL	Lots 1 & 4	100D/684, 685, 694
"	1	SS A TT	Lot 4	100D/684, 685
Right to Store Water	1	RR	Lot 4	100D/684, 685
"	15	Y V Z	Lots 6 - 10	100D/687-691 (incl) 695
"	6	X	Lots 7 - 10 & 15	100D/687-691 (incl) 695

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

1. Rights and powers: The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 shall apply.
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

A. RIGHTS TO CONVEY WATER FROM PUMP AND BORE ON LOT 12

(a) The water supply is sourced at the pump and bore situated on Lot 12, and leads to the other Lots through a water supply system consisting of pipes under and through the easement areas defined in the Schedule.

(b) No owner of any Lot shall use any water from the supply for any purpose except such reasonable quantities as are necessary for watering livestock and/or watering any domestic garden adjacent to a dwelling, and in particular shall not use any water for horticulture or personal residential use.

(c) The registered proprietor of Lot 12 shall be responsible for maintaining the pump and bore, and the supply of electric power thereto, in good working order and condition, and for the administration of the water supply including the reading of meters, keeping records, payment of accounts, and invoicing individual registered proprietors for their share of the costs.

(d) The costs of maintenance, repair and replacement of the pump and bore and electrical supply thereto, including all associated fixtures and fittings, shall be paid by all the registered proprietors of all the Lots drawing water therefrom in proportion to their usage of water as measured by the water meters placed in the water pipelines servicing individual Lots, and they shall also pay the cost of electricity in the same proportions.

(e) Registered proprietors of individual Lots shall be responsible for repairing and maintaining the water pipelines, including joints and other fittings, as may be situated on the Lot or Lots owned by them, and shall at all times ensure that water flow to the other Lots is not blocked or impeded and shall repair any leakage or damage to the water supply system immediately any such leakage or damage occurs on his/her/their individual Lot or Lots PROVIDED THAT where any such repair is necessitated by fair wear and tear, then the cost thereof shall be borne by all the registered proprietors as may use the water supply system, calculated according to usage as aforesaid.

B. RIGHTS TO CONVEY WATER FROM DAMS ON LOTS 1, 6 and 15

(a) Individual registered proprietors having these rights shall be responsible for the installation, maintenance and repair of their own water supply systems including any pipelines and/or pumps in on or under the easement areas defined in the Schedule and shall use such quantities as are reasonable having regard to the quantities available and the rights of other users and shall obtain any water rights as may be necessary under the Resource Management Act or its statutory equivalent. AND shall comply with the registered Consent Notice Under Section 221 Resource Management Act 1991 dated 7th August 1995 whereunder (inter alia) Lots 1 & 4 are to share equal extraction rights from the dam on Lot 1 and Lots 6 - 10 & 15 are each to have a sixth share of extraction rights for water from the dam on Lots 6 & 15.

~~2. To not, and not to permit or suffer, to be used for any purpose other than the above purposes.~~

3. RIGHT TO STORE WATER

Individual registered proprietors defined in the Schedule as having these rights shall have the right to have such water as naturally accumulates stored and kept for their use in and behind the dams on and in the defined easement areas specified in the Schedule, such water to be available for their reasonable use pursuant to clause 2(B) hereof PROVIDED THAT the registered proprietors of the servient tenements on which the dams are situated shall have no obligation to maintain any particular quantity or level of water and the quantities of water available shall be solely dependent on natural accumulation.

Dated this 1st day of August 19 95

Signed by the above-named

JOHN JOYCE & MARGARET JOYCE



in the presence of

Witness 

Occupation

Address **G.H. FLEMING**


**SOLICITOR
AUCKLAND**

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act

*The within easements, when
created, will be subject to
Section 243(a) Resource Management
Act 1991.*


Solicitor for the registered proprietor


ALR

McVeagh Fleming
Solicitors
MANUREWA

12.37 16.AUG95 C878364-7
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REG. CLERK
1003/1684-7
695

C892866.1 T

Memorandum of Transfer



WHEREAS JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons
("the Transferors")

are
(herein called "the Transferor") ~~being~~ registered as proprietors of ~~an~~ estates in fee simple

101jdc1 11:53:01 05/09/1995 0000012129
New Zealand Stamp Duty - Not Liab!
Assessed by dept \$**,***,**0.00

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

~~containing~~ ~~xxxxxx~~
more particularly described in the First Schedule ("the Land")

AND WHEREAS the Transferors when registered proprietors of the land contained in
Deposited Plan 166291 subdivided that land into lots in the manner shown and defined
on that Plan for the purposes of the sale of those lots as an estate comprising rural
residential lots suitable for horticulture or other agricultural or pastoral
production or use accompanied by a rural residential lifestyle

AND WHEREAS it is the Transferors' intention that all the lots contained in the said
plan (except Lot 12 which contains an existing high quality homestead and outbuildings
already in keeping with the intent hereof) shall be subject to a general scheme
applicable to and for the benefit of all of the rural lots to the intent that a high
standard of rural residential amenity shall be enjoyed by the registered proprietors
of all the lots and that the owner or occupier for the time being of each of the lots
should be bound by the stipulations and restrictions set out in the Second Schedule
hereto and that the respective owners and occupiers for the time being of any of the
lots may be able to enforce the observance of such stipulations and restrictions by
the owners or occupiers for the time being of the lots in equity or otherwise
howsoever and the Transferors shall transfer each of the lots described in the First
Schedule hereto subject to the like covenants as are contained in the Second Schedule
hereto.

AND WHEREAS the Transferors wish to utilise the provisions of Sections 49 and 66A of
the Property Law Act 1952 to create such scheme and to this end will by this
Memorandum transfer each of the lots comprising the Land to themselves as Transferees

NOW THEREFORE IN PURSUANCE of the premises AND IN CONSIDERATION of the sum of ONE
DOLLAR (\$1.00) paid to the Transferors by themselves as Transferees the Transferors
HEREBY TRANSFER to themselves by this Memorandum all the Transferors' estate and
interest in the Land described in the First Schedule AND IN FURTHER PURSUANCE of the
Transferors' intention set out above the Transferors in their capacity as Transferees
for themselves and their successors in title so as to bind the Land For the benefit of
all its registered proprietors from time to time COVENANT AND AGREE in this with
themselves as Transferors for the benefit of the Land and each of its registered
proprietors from time to time that the Transferees will henceforth and always observe
and perform all the stipulations, restrictions and covenants contained in the Second
Schedule of this Memorandum TO THE END AND INTENT that each of the said stipulations,
restrictions and covenants shall forever enure for the benefit of all the Land and
every part thereof PROVIDED ALWAYS that the Transferees shall be liable only in
respect of breaches of the stipulations, restrictions and covenants which occur while

the Transferees are the registered proprietor of any of the lots comprising the Land in respect of which any such breach shall occur

AND IN CONSIDERATION THEREFORE the Transferees FURTHER COVENANT IN THIS MEMORANDUM with themselves as Transferors that the Transferees will at all times save harmless and keep indemnified the Transferors from all proceedings, costs, claims and demands in respect of breaches by the Transferees of any of the agreements, stipulations, restrictions and covenants in this Memorandum.

FIRST SCHEDULE

Lots 1, 4 to 11 (inclusive) 13 and 15 DP 166291 comprising together 57.527 hectares and being all the land comprised and described in Certificates of Title Volume 100D Folio 684 to Folio 692 (inclusive), 694 and 695 (North Auckland Land Registry)

Subject to and together with:

- Jr*
MJ
- ~~1. A302746 Pipeline Easement Certificate~~
 - 2. B994961 Variation of Pipeline Easement Certificate ~~A302746~~
 - 3. Stormwater Drainage created by
 - 4. Easement Certificate

~~5. Easement Certificate~~

- 1. A302746 Pipeline Easement Certificate (in respect of Lots 1,4,5,6 & 15)
- 2. C.544778.1 Certificate under S.94(c) Transit New Zealand Act 1991 (in respect of Lots 1 and 13)
- 3. C.878364.3 Consent Notice (in respect of Lots 1,4 to 11, 13 and 15)
- 4. C.878364.4 Consent Notice (in respect of Lots 6 and 15)
- 5. C.878364.6 Easement Certificate (in respect of Lots 8 and 9)
- 6. C.878364.7 Easement Certificate (in respect of Lots 1,4 to 11, 13 and 15)
- 7. Water Supply Easement created by Transfer C.318814.5 varied by C.565177.5 (in respect of Lots 7,8,10,11 and 15)
- 8. C.878364.8 Transfer Granting Stormwater Easement (in respect of Lots 6 and 11)

SECOND SCHEDULE

1. That the Transferees will not use the Land or permit the same to be used for any purpose which is not permitted or allowable by and in accordance with the Papakura District Council District Plan.
2. That the Transferees will not permit to be erected or placed on the Land any residential dwelling with a floor area of less than 210 square metres (excluding garage, carports and decking), which shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof.
3. That the Tranferees will not erect any dwellinghouse on the Land (including any adjoining garage, but excluding any barns, sheds or other separate buildings or dwellings) constructed to a value of not less than the base value plus Goods and Services Tax. The base value as at 1st September 1995 shall be \$220,000.00 and shall be adjusted in accordance with the percentage increase of the Modal House Building Cost Index as defined from time to time by the New Zealand Institute of Valuers.
4. That the Tranferees shall not permit any metal clad roofing which has not been prepainted.
5. That the Transferees will not permit to be erected any fence constructed of corrugated iron or exceeding 1.83 metres in height above the natural ground level.
6. That the Transferees shall not permit any building to be completed outside 12 months of laying down of the foundations for such building, and no building once under construction shall be left without substantial work being carried out for a period exceeding three months.
7. That the Transferees shall not permit any farm outbuildings or ancillary buildings to be constructed on the land except as shall be completed to a high standard of workmanship and shall ensure that they shall not be constructed from any second hand materials or use corrugated iron (whether prepainted or not) for any external wall panelling. Farm outbuildings or ancillary buildings shall be such that they are usual and reasonable for the type of horticultural, agricultural or pastoral use and shall be of a style (including that of the garden or landscaping aspects and fencing off surrounding grounds) in keeping with each other so that the dwellinghouse and any additional buildings and surrounding grounds thereof belnd in with the rural nature of the surrounding area to ensure that a pleasing aesthetically compatible appearance is maintained for the benefit of all the lots.
8. The Transferees shall not permit the construction of any glasshouse or greenhouse or plastic house on the land without the Transferees first supplying the Transferors with a copy of the landscaping plan and the plans and specifications for the proposed greenhouse or glasshouse or plastic house, and the Transferors' approving such plans in writing, and the Transferees shall not thereafter proceed to construct such greenhouse or glasshouse or plastic house except in such manner as totally complies with the plans as so approved.
9. That the Transferees will not erect or permit or suffer to be erected or placed upon the Land any secondhand dwelling, caravan, hut or shed for any kind of permanent or temporary residential use except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of construction.

A handwritten signature in dark ink, appearing to be 'B.A. [unclear]', is located at the bottom left of the page.

10. That the Transferees shall not install or permit to be installed any overhead power lines or cables of any description.
11. The Transferees will not permit any water tank on the property to be more than 1.5 metres above the natural ground level unless such tank is made of or sheathed with timber planking (not with fibreboard, plywood or similar materials) so as to aesthetically blend in with the rural surroundings.
12. The Transferees shall keep the land in a neat and tidy condition and shall not permit excessive growth of grass to that it becomes long and unsightly or a fire risk and to regularly mow any grass verges and prune and keep tidy any trees and plantings and keep all noxious and annual weeds under strict control.
13. The Transferees will immediately on being invoiced pay their due portion of administration and costs of:
 - (a) Metered water supply from the pump and bore on Lot 12 in accordance with Easement Certificate C878364.7
 - (b) Mowing and keeping tidy the roadside verges in the subdivision which work shall be arranged and administered by the Transferors for so long as they remain registered proprietors of any one of the lots on DP 166291 or by such other person(s) as the Transferors may by Deed appoint.

A handwritten signature in dark ink, consisting of stylized, cursive letters, likely representing the initials 'DA' followed by a surname.

~~In Consideration of the sum of~~

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the
~~Transferee all the Transferor's estate and interest in the said piece or pieces of land~~

In witness whereof these presents have been executed this *1st* day of *August* 1995

Signed by the Transferors
JOHN JOYCE & MARGARET JOYCE

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
(by the affixing of its common seal)

in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

SIGNED by the Transferees
JOHN JOYCE & MARGARET JOYCE
in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

J & M JOYCE

Transferor

SOLICITOR FOR THE TRANSFEE

J & M JOYCE

Transferee

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

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

SOLICITOR FOR THE TRANSFEE

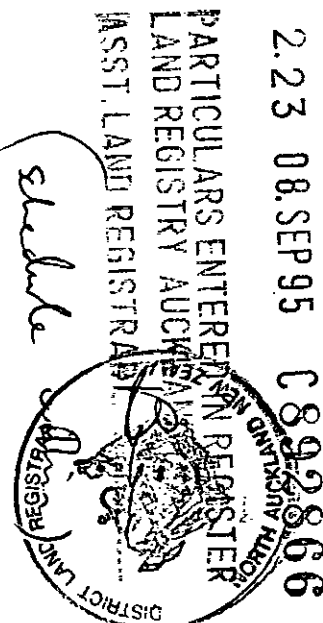
I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

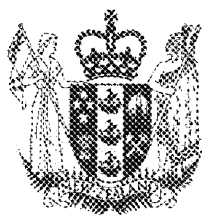
Assistant / District Land Registrar of the

District of

SOLICITOR FOR THE TRANSFEE

McVeagh Fleming
Solicitors
MANUREWA





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




R. W. Muir
Registrar-General
of Land

Identifier NA100D/684
Land Registration District North Auckland
Date Issued 16 August 1995

Prior References

NA8B/1274

Estate	Fee Simple
Area	13.3795 hectares more or less
Legal Description	Lot 1 Deposited Plan 166291

Registered Owners

Thomas George Nelson-Parker and Janet Mary Nelson-Parker

Interests

A302746 Pipeline Certificate (in gross) over part marked A on DP 166291 in favour of The Natural Gas Corporation of New Zealand

C544778.1 Notice pursuant to Section 94C Transit New Zealand Act 1989 declaring the adjoining State Highway No. 22 to be a limited access road - 29.11.1993 at 1.56 pm

C878364.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 16.8.1995 at 12.37 pm

Appurtenant hereto are rights to convey water specified in Easement Certificate C878364.7 - 16.8.1995 at 12.37 pm

Subject to rights to convey water over parts marked SS, A and TT and store water over part marked RR on DP 166291 specified in Easement Certificate C878364.7 - 16.8.1995 at 12.37 pm

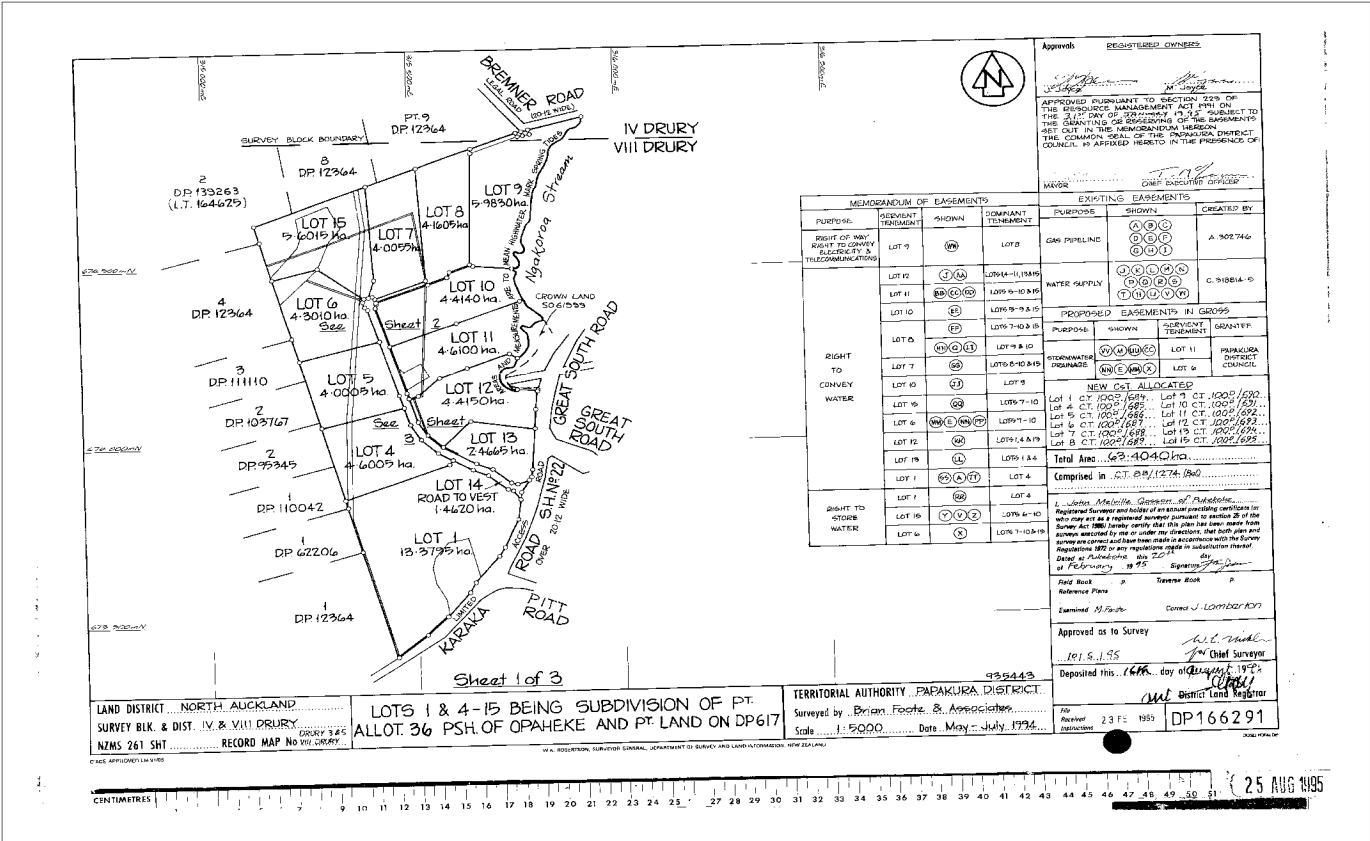
The easements specified in Easement Certificate C878364.7 are subject to Section 243 (a) Resource Management Act 1991

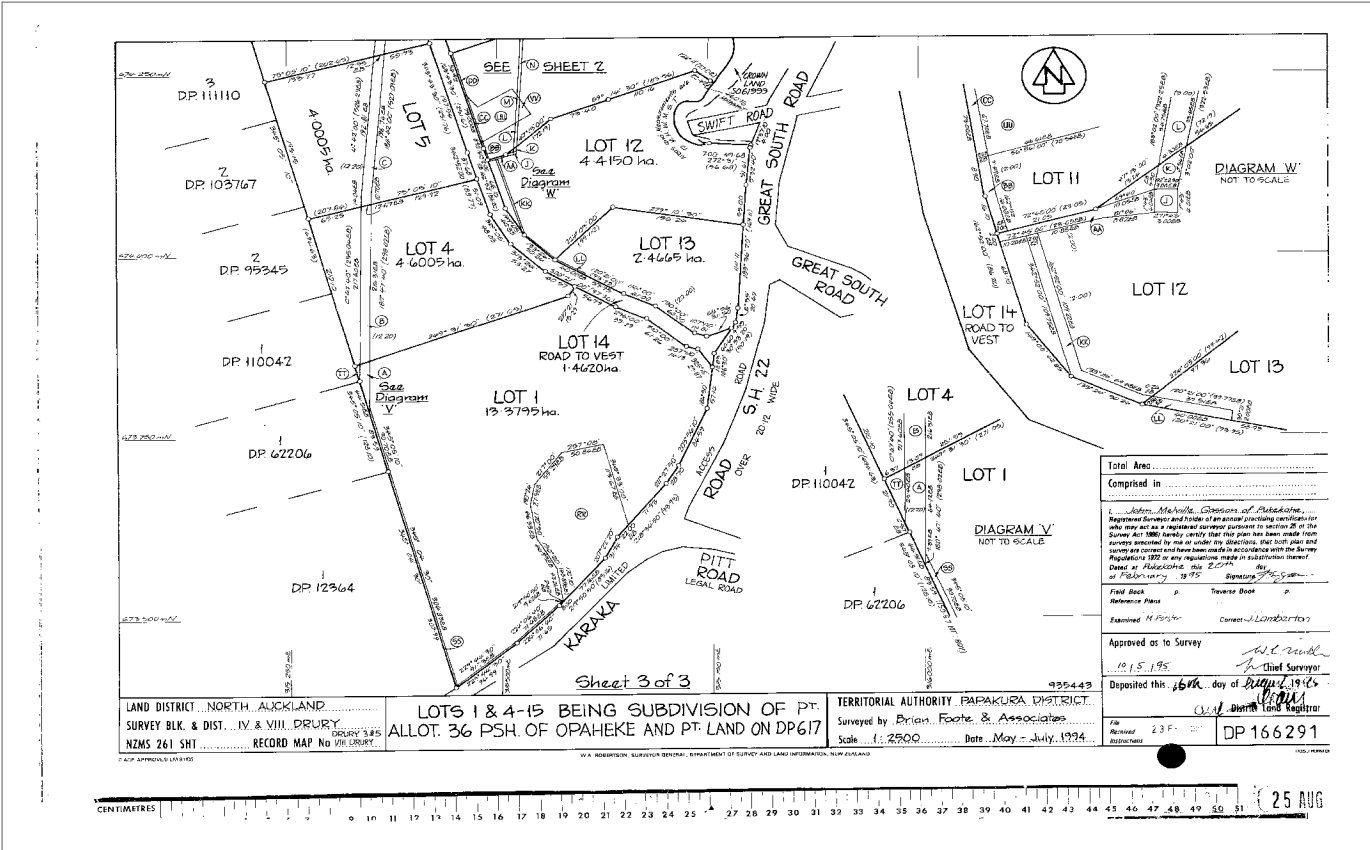
Land Covenant in Transfer C892866.1 - 8.9.1995 at 2.23 pm

D036492.2 Mortgage to ASB Bank Limited - 22.8.1996 at 10.23 am

8455165.1 Variation of Mortgage D036492.2 - 30.3.2010 at 12:30 pm

11603266.1 CAVEAT BY KARAKA & DRURY LIMITED - 14.11.2019 at 4:08 pm





View Instrument Details

Instrument Type	Caveat against dealings with land under Section 138 Land Transfer Act 2017
Instrument No	11603266.1
Status	Registered
Date & Time Lodged	14/11/2019 16:08:31
Lodged By	Nicholas James Wilson

Affected Records of Title	Land District
NA100D/684	North Auckland

Registered Owner

Thomas George Nelson-Parker
Janet Mary Nelson-Parker

Caveator

Karaka & Drury Limited

Estate or Interest claimed

Pursuant to Agreement for Sale and Purchase of Real Estate dated 11 April 2017 and Variation of Agreement for Sale and Purchase of Real Estate dated 17 December 2018 between Janet Mary Nelson-Parker and Thomas George Nelson-Parker as Vendor and Karaka & Drury Limited as Purchaser

Notice

Take notice that the Caveator forbids the registration of any instrument, or the recording of any matter in the register that transfers, charges, or prejudicially affects the estate or interest protected by this caveat until this caveat is withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of section 143 of the Land Transfer Act 2017.

Address for Service of Caveator

Karaka & Drury Limited
C/- Burton Partners Lawyer
PO Box 8889
Auckland
New Zealand
1150

Address for Registered Owner

Janet Mary Nelson-Parker and Thomas George Nelson-Parker
C/- Rice Craig Lawyers
PO Box 72440
Papakura
New Zealand
2244

Caveator Certifications

I certify that I have the authority to act for the Caveator 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 ☒

View Instrument Details

Caveator Certifications

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

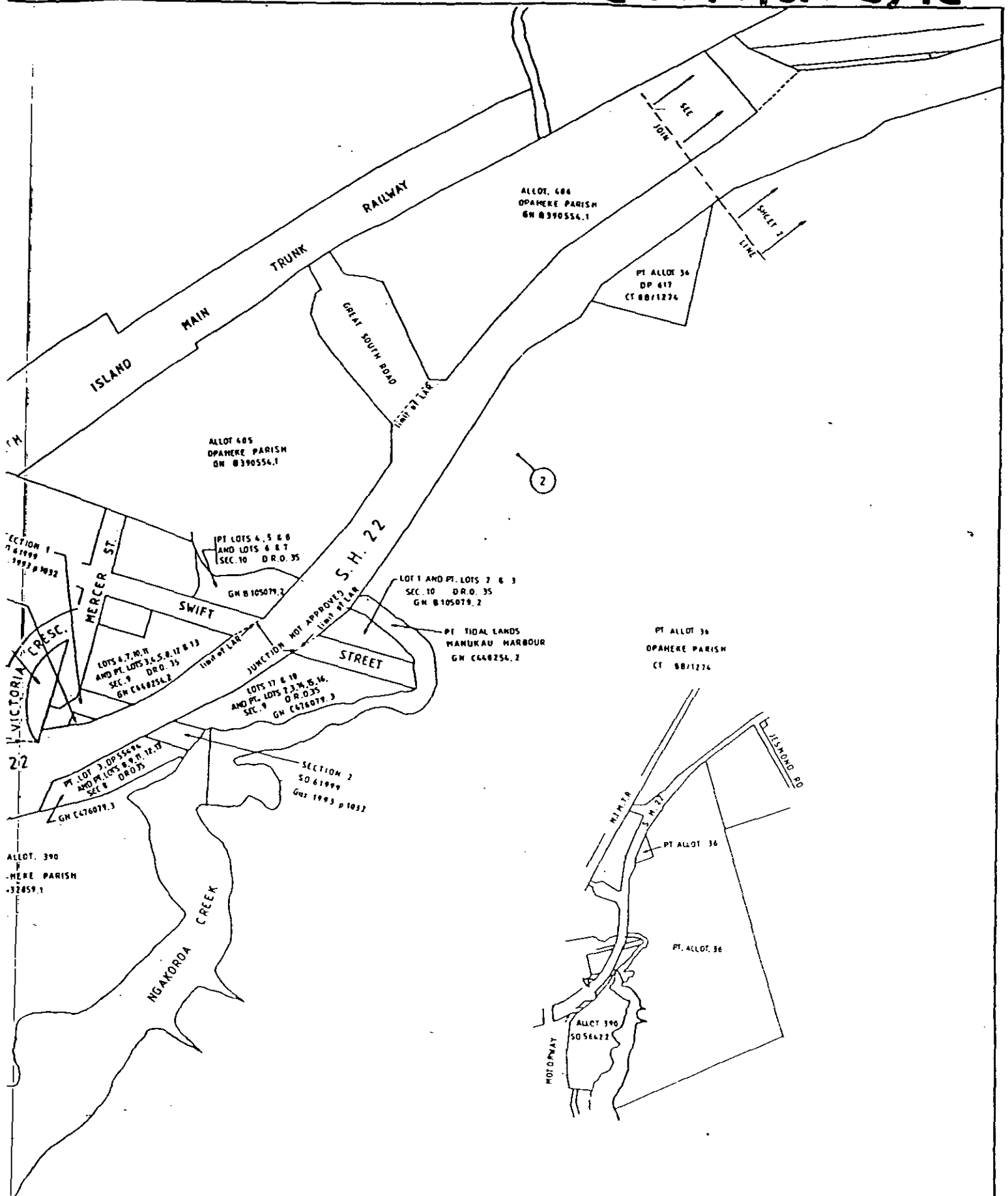
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒


Signature

Signed by Nicholas James Wilson as Caveator Representative on 14/11/2019 04:05 PM

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

C 544778.1 C94C



DATE '93 2/9		LOCAL AUTHORITY PAPAKURA DISTRICT COUNCIL NORTH AUCKLAND LAND DISTRICT OPAHEKE PARISH RECORD MAPS: R12/13.03 DRURY VIII R12/14.03 DRURY S. DRURY A.	TITLE LIMITED ACCESS ROAD DECLARATION STATE HIGHWAY 22 R.P. 0/0/00 - R.P. 0/1/97 DRURY BRIDGE to JESMOND ROAD			
			GAZETTED L.A.R.	PLAN NO L.A.10/70/0	CODE	SHEET 1 of 2
			SCALE: 1:2000	FILE: LAR 582	REVISION	

NORTH

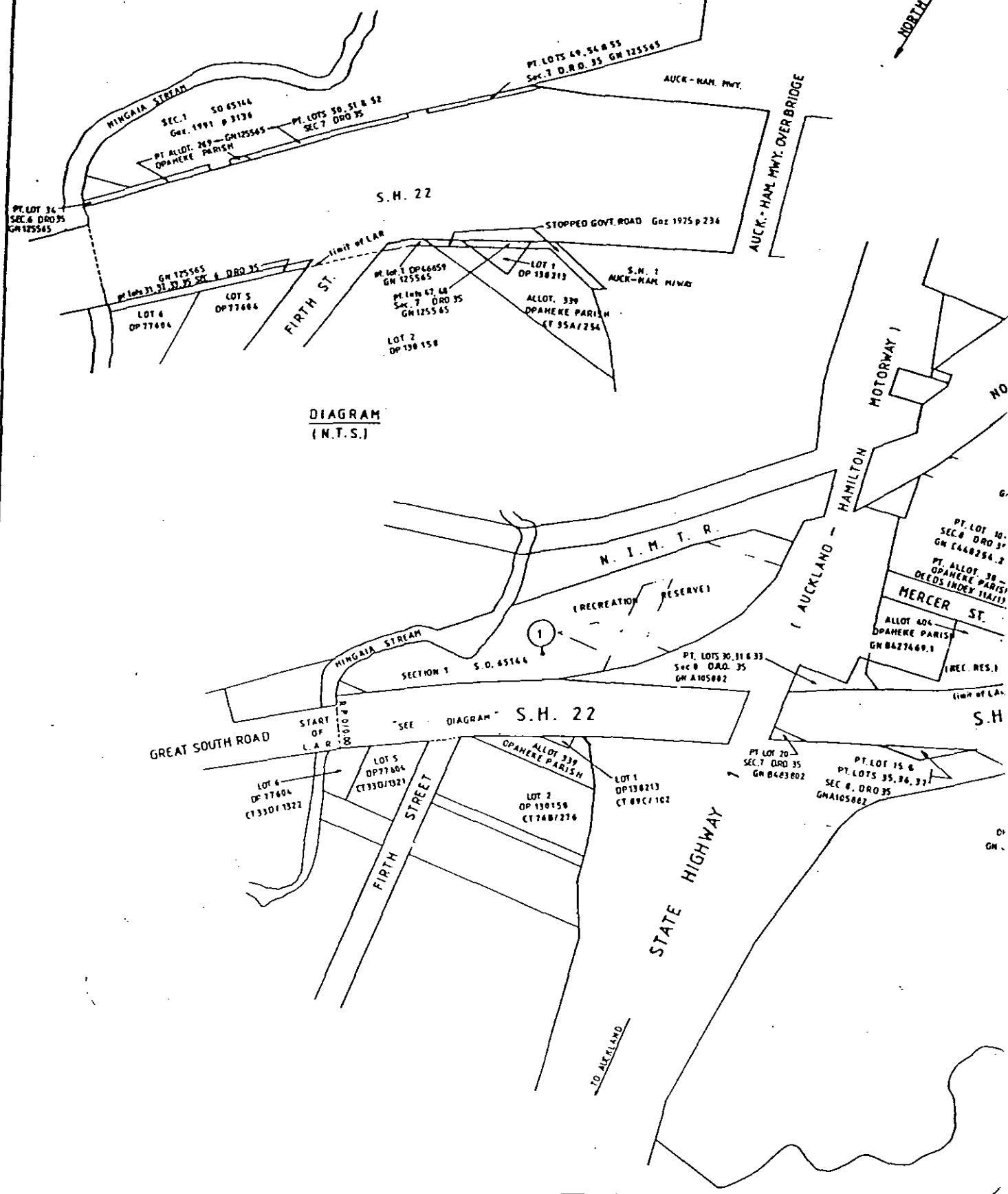
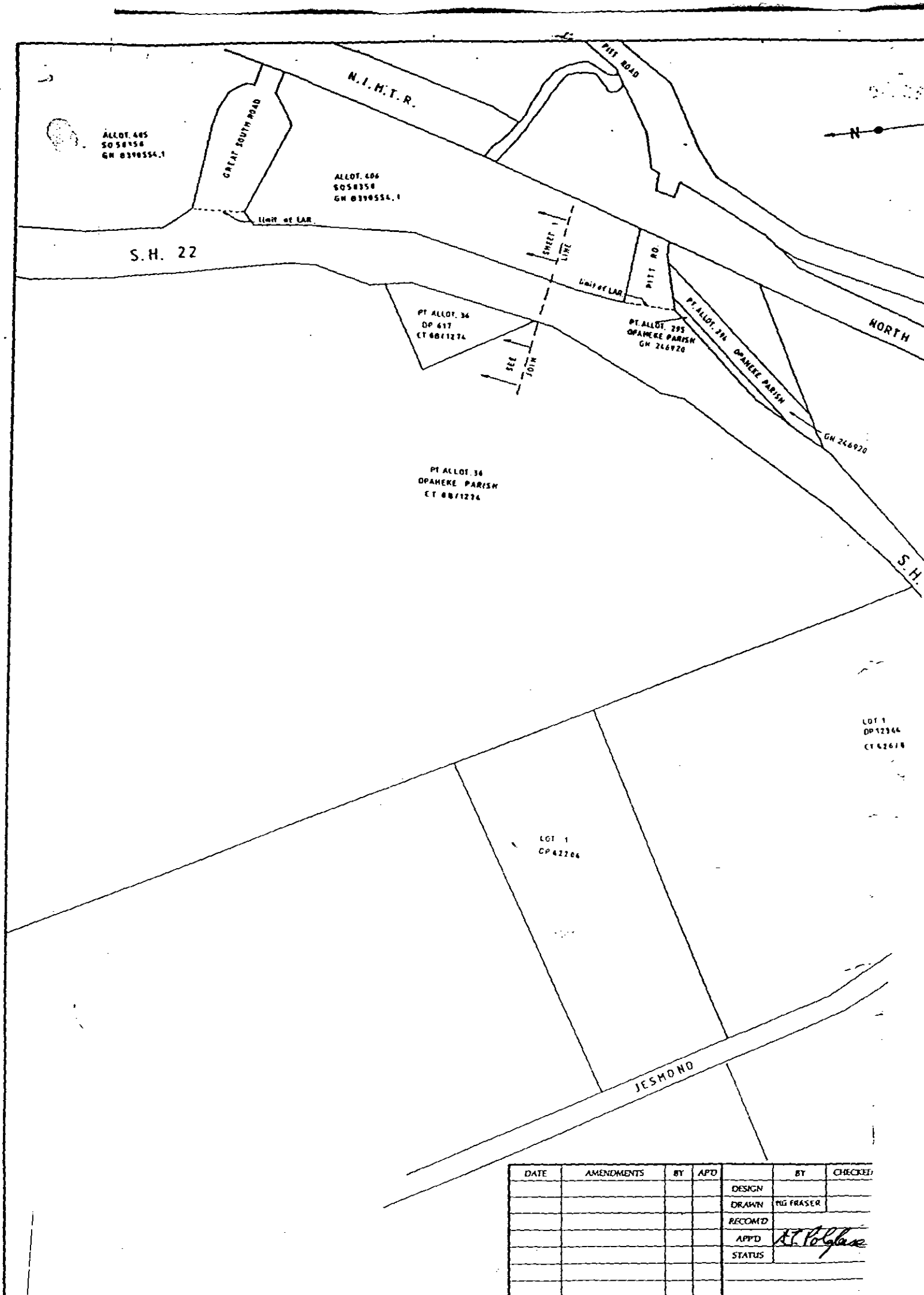
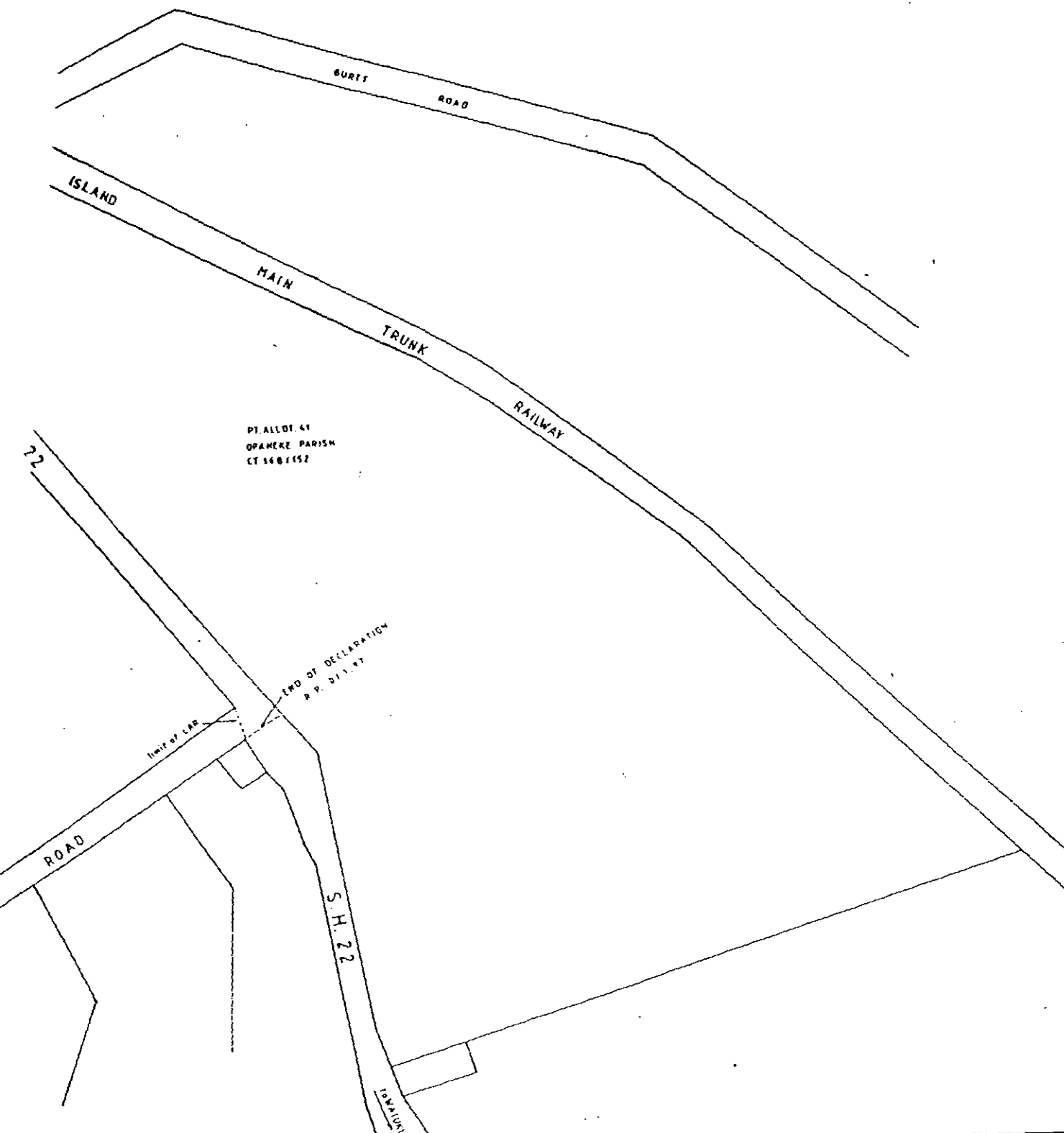


DIAGRAM
(N.T.S.)

DATE	AMENDMENTS	BY	APD	BY	CHECKED
				DESIGN	
				DRAWN	H.G. FRASER
				RECOMD	
				APPD	<i>R. Pollock</i>
				STATUS	



DATE	AMENDMENTS	BY	APD	BY	CHECKED
				DESIGN	
				DRAWN	MIC FRASER
				RECOMD	
				APPD	A. Polglar
				STATUS	



93		LOCAL AUTHORITY PAPAKURA DISTRICT COUNCIL		TITLE: LIMITED ACCESS ROAD DECLARATION			
		NORTH AUCKLAND LAND DIST. OPAHEKE PARISH RECORD MAP R 12/13/03, DRURY VIII R 12/14/03, DRURY S, 6		STATE HIGHWAY 22 R.P. 0/0/00 - R.P. 0/1/97 DRURY BRIDGE - to JESMOND ROAD			
		GAZETTED L.A.R.		PLAN No L.A. 10/70/0	CODE	SHEET 2 of 2	
		SCALE: 1:2000	FILE: LAR 582	REVISION			

LAR 582.

Extract from *N.Z. Gazette*, 21 October 1993, No. 151, p. 3103

**Declaring State Highways to be Limited Access
Road State Highway 22: Drury Bridge to Jesmond
Road**

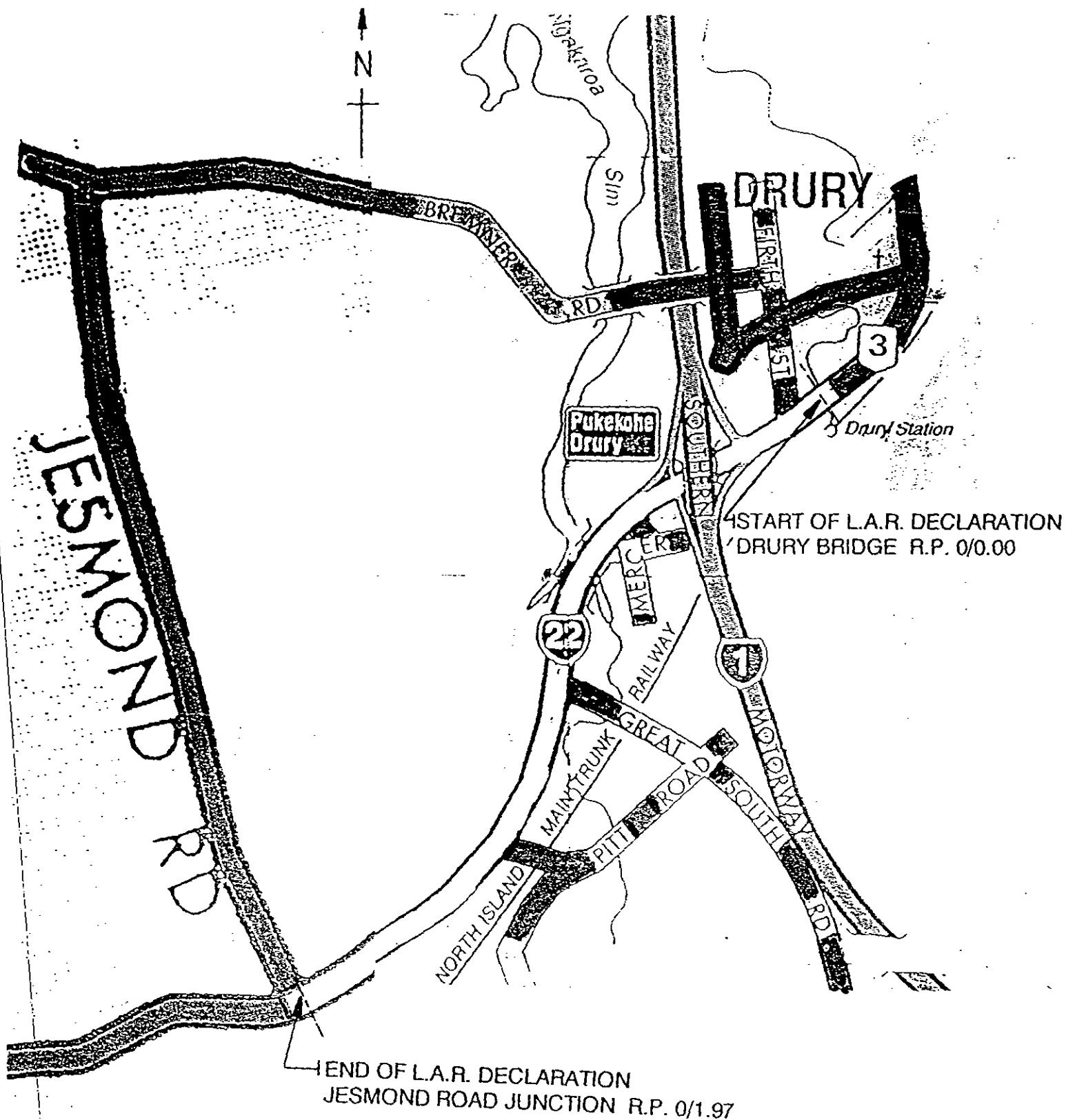
It is noted that Transit New Zealand by resolution dated 6 October 1993 and pursuant to section 88 (1) of the Transit New Zealand Act 1989, hereby declares that part of State Highway No. 22 from its junction with State Highway 1 at Drury Bridge (RP 0/0.00) in a generally westerly direction for a distance of approximately 1.97 km to its junction with Jesmond Road (RP 0/1.97) as more particularly shown on Sheet 7 of plan LA/10/70/0 held in the office of the Regional Manager Transit New Zealand Auckland and there available for public inspection to be a limited access road.

M. K. LAUDER, State Highways Manager.

au8970

LIMITED ACCESS ROAD DECLARATION

S.H. 22 DRURY BRIDGE to JESMOND ROAD



LOCALITY PLAN

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 1 of 7 Sheets

State Highway No. 22 : L.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
START OF LAR R.P. 0/0.00 to R.P. 0/1.97				
Nil	Access Denial Strip.	-	.Pt.Lot34 Sec.6 DRO35 & Pt.Allot 269 Opaheke Parish GN 125565 ✓	T.N.Z.
Nil	No existing entrance onto State Highway.(Allocated entrance only.)	1	Section 1 SO 65144 Gaz. 1991 p 3136	Papakura District Council (Recreation Reserve)
Nil	Access Denial Strip.	-	Pt. Allot 269 Opaheke Parish & Pt. Lots 50,51 & 52 Sec.7 D.R.O.35 GN 125565 ✓	T.N.Z.
Nil	No existing entrance onto State Highway.(Allocated entrance only.)	1	Section 1 SO 65144 Gaz 1991 p 3136	Papakura District Council (Recreation Reserve)
Nil	Access Denial Strip.	-	Pt. Lots 49,54 & 55 Sec.7 D.R.O. 35 GN 125565 ✓	T.N.Z.

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

**SCHEDULE FOR LIMITED ACCESS
ROAD DECLARATION**

Sheet 2 of 7 Sheets

State Highway No. 22 : L.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
STATE HIGHWAY 1 (AUCKLAND - HAMILTON MOTORWAY & OVERBRIDGE)				
Nil	No access required. (Taken for "Better Utilisation")	-	Pt. Lots 30,31,33 Sec. 8 D.R.O. 35 GN A105882 ✓	T.N.Z.
Nil	Legal Access from Mercer Street.	-	Allot. 404 Opaheke Parish GN B427469.1 ✓	Franklin District Council (Recreation Reserve)
VICTORIA CRESCENT (LEGAL ROAD - FORMED)				
Nil	Legal access from Victoria Crescent.	-	Pt. Allot. 38 Opaheke Parish DEEDS INDEX ✓ 11A/139	J. Runciman
Nil	Legal access from Mercer Street.	-	Section 1 SO 61999 Gaz. 1993 p1032	DOSLI Crown Lands
Nil	Legal access from Mercer Street.	-	Pt. Lot 10 Sec. 8 D.R.O. 35 GN C448254.2 ✓	DOSLI
Nil	Legal access from Mercer Street.(Stopped Road)	-	Section 1 SO 61999 Gaz 1993 p1032	DOSLI Crown Lands
Nil	Legal access from Mercer Street.	-	Lots 6,7,10,11 & Pt. Lots 3,4,5,8,12 & 13 Sec. 9 D.R.O. 35 GN C448254.2 ✓	DOSLI Crown Lands

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 3 of 7 Sheets

State Highway No. 22 : L.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
SWIFT STREET (LEGAL ROAD - NOT FORMED) JUNCTION NOT APPROVED				
Nil	Legal access from Swift Street.	-	Pt. Lots 4,5&8 Lots 6 & 7 Sec. 10 D.R.O. 35 GN B105079.2 ✓	T.N.Z.
Nil	Legal access from Great South Road.	-	Allot. 405 Opaheke Parish GN B390554.1 ✓	Papakura District Council (Recreation Reserve)
GREAT SOUTH ROAD (LEGAL ROAD - FORMED)				
Nil	Legal access from Great South Road.	-	Allot 406 Opaheke Parish GN B390554.1 ✓	Papakura District Council (Recreation Reserve)
PITT ROAD (LEGAL ROAD - FORMED)				
Nil	No access required. (Land taken for Road.)	-	PT. Allot. 295 Opaheke Parish GN 246920 ✓	T.N.Z.
Nil	No access required. (Land taken for Road.)	-	Pt. Allot. 294 Opaheke Parish GN 246920 ✓	T.N.Z.

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 4 of 7 Sheets

State Highway No. 22 : L.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
-	Access detailed on S.H.22 - Runciman to Tuakau - LAR Declaration. (Jesmond Road - Paerata Section - M.O.W. 16308)	-	Pt. Allot. 41 Opaheke Parish CT 16B/152 ✓	Parlour Farms Limited
END OF LAR - R.P. 0/1.97				

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

**SCHEDULE FOR LIMITED ACCESS
ROAD DECLARATION**

Sheet 5 of 7 Sheets

State Highway No. 22 : R.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
START OF LAR R.P. 0/0.00 to R.P. 0/1.97				
Nil	Access Denial Strip (denying Lots 5 & 6 DP 77604 access onto State Highway)	-	Pt.Lots 31,32,33,35 Sec. 6 D.R.O. 35 GN 125565	T.N.Z.
FIRTH STREET (LEGAL ROAD - FORMED)				
Nil	Access Denial Strip (denying Lot 2 DP 130158 access onto State Highway)	-	Pt. Lot 1 DP 46659 GN 125565	T.N.Z.
Nil	Access Denial Strip (denying Allot. 339, Opaheke Parish access onto State Highway)	-	Stopped Govt. Road Gaz. 1975 p 236	T.N.Z.
Nil	Access Denial Strip (denying Lot 1 DP 138213 access onto State Highway)	-	Pt. Lots 47,48 Sec. 7 D.R.O. 35 GN 125565	T.N.Z.
Nil	Access Denial Strip (denying Allot.339, Opaheke Parish access on State Highway)	-	Stopped Govt. Road Gaz. 1975 p 236	T.N.Z.

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 6 of 7 Sheets

State Highway No. 22 : R.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
STATE HIGHWAY 1 (AUCKLAND - HAMILTON MOTORWAY - OVERBRIDGE)				
Nil	No access required.	-	Pt. Lot 20 Sec. 7 D.R.O. 35 ✓ GN B483802	T.N.Z.
STATE HIGHWAY 1 (AUCKLAND - HAMILTON MOTORWAY)				
Nil	No access required.	-	Pt. Lot 15 & Pt. Lots 35,36,37 Sec. 8 D.R.O. 35 ✓ GN A105882	T.N.Z.
Nil	Legal access from Bremner Road.	-	Allot. 390 Opaheke Parish GN B432859.1 ✓	Papakura District Council
Nil	No access required.	-	Pt. Lot 3 DP 55494 & Pt. Lots 8,9,11, 12,13 Sec. 8 D.R.O. 35 ✓ GN C476079.3	DOSLI (CROWN LAND)
Nil	No access required	-	Section 2 SO 61999 Gaz. 1993 p1032	DOSLI (CROWN LAND)
Nil	No access required.	-	Lots 17,18 & Pt.Lots 2,3,14,15,16 Sec. 9 D.R.O. 35 ✓ GN C476079.3	DOSLI (CROWN LAND)

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 7 of 7 Sheets

State Highway No. 22 : R.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION	
GAZETTE INFORMATION (not for publication)					
Access Details at: July 1993			Land in North Auckland Land Registration Dist.		Registered Proprietor
NO.	DESCRIPTION	TNZ REF*			
SWIFT STREET (LEGAL ROAD - NOT FORMED) JUNCTION NOT APPROVED					
Nil	No access required.	-	Lot 1 & & Pt. Lots 2 & 3 Sec. 10 D.R.O. 35 GN B105079.2 ✓	T.N.Z.	
Nil	No access required.	-	Pt. Tidal Lands Manukau Harbour GN C448254.2 ✓	DOSLI	
Nil	No existing access onto State Highway. (Allocated entrance only)	2	Pt. Allot. 36 Opaheke Parish CT 8B/1274	BREMNER; William Andrew Douglas New Zealand Guardian Trust	
Nil	No existing entrance onto State Highway (Allocated entrance only)	2	Pt. Allot 36 DP 617 CT 8B/1274	BREMNER; William Andrew Douglas New Zealand Guardian Trust	
Nil	No existing access on State Highway. (Allocated entrance only)	2	Pt. Allot. 36 Opaheke Parish CT 8B/1274	BREMNER; William Andrew Douglas New Zealand Guardian Trust	
Nil	No entrance onto State Highway.(Legal access from Jesmond Road.)	-	Lot 1 DP 12364 CT 426/8	HOSKING; Louise	
JESMOND ROAD (LEGAL ROAD - FORMED) END OF LAR R.P. 0/1.97					

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.



1.56 29.NOV93 C 544778

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR



GN 125565 ✓ (544778. C. 544778) under
GN A105882 ✓ Section 94(1) Transit Area
GN 8427465.1 ✓ Section 14139 Section 14139 (Section 14139)
Deeds Index 11/139 Section 14139 (Section 14139)
GN C448284.2 ✓ (Section 14139 Section 14139)
GN 8105079.2 ✓ to be limited access road
GN 8390584.1 ✓ at
GN 246920 ✓
CT 168/152 ✓
GN 8483802.1 ✓
GN 8432889.1 ✓
GN C476079.3 ✓
CT 88/1274 ✓
CT 424/8 ✓

ACK

CP78364.3

COND

IN THE MATTER of Section 221 of the
Resource Management Act 1991

A N D

IN THE MATTER of a sub-division of an
estate of freehold in fee
simple in all that parcel of
land containing 63.880 ⁴⁰⁴
hectares more or less being
part Allotment 36 Parish of
Opaheke, part thereof being
more particularly shown in
Deposited Plan 627 and being
the residue of the land
comprised and described in
Certificate of Title Volume
8B Folio 1274 North Auckland
Registry SUBJECT TO Pipeline
Easement Certificate
A.302746 and to ~~Mortgage~~ ^{Water} *
* Supply Easement in
Transfer C318814.5 ~~to 565373xxxxxx to xxxxxxxx~~
~~Banking Corporation~~

BETWEEN

JOHN JOYCE and MARGARET
JOYCE both of Karaka,
Businesspersons

REGISTERED PROPRIETORS

A N D

THE PAPAKURA DISTRICT
COUNCIL

THE COUNCIL

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

THE PAPAKURA DISTRICT COUNCIL the Territorial Authority having
jurisdiction in respect of the above land HEREBY GIVES NOTICE
that subdivision consent to Plan 166291 is granted subject to
conditions to be complied with on a continuing basis as to all
Lots on the said Plan DP 166291 by the subdividing owners and by/
subsequent owners after the deposit of the said Plan.

THE CONDITIONS are:

1. Each building site shall be subject to specific investigation and design by a registered engineer experienced in on-site wastewater disposal systems at building consent application stage. Adequate separation from ground water and watercourses shall be provided.
2. The effluent disposal systems shall comply with the requirements of the Auckland Regional Council's current General Authorisation for Domestic Wastewater Disposal.

3. The wastewater disposal systems shall be constructed in accordance with the specifications submitted, under the supervision of a registered engineer experienced in on-site waste water disposal systems who shall certify in writing to the Council that the system has been installed in accordance with the specification.
4. Adequate stormwater drainage shall be provided to ensure surface run-off/water tank overflow/ground water does not affect the satisfactory performance of the effluent disposal systems.
5. Effluent disposal areas shall be located on ground above the 100 year flood level.
6. The designated reserve areas for effluent disposal shall be identified on the site plan at building consent stage.
7. Each building site shall be subject to specific investigation by a registered engineer experienced in geotechnical engineering at the building consent application stage in order to confirm foundation conditions.
8. All recommendations and conditions included in the geotechnical report by Earthtech Consulting Limited dated 27 January 1994 and the application letter by B. Foote & Associates dated 4 February 1994 shall be strictly adhered to.
9. No caveats or other encumbrances shall be placed on any title to prevent the use of the Lots for horticultural purposes.
10. The owners or occupiers of the Lots which are not proposed in the Auckland Regional Council water availability letter of 14 February 1994 as being provided with water from bores, shall have access to water and the right of extraction set out below:

T.MZ Lots 1 and 4 to share equal extraction rights of water from Dam ~~B~~ G

Lots 6 - 10 and 15 to have a sixth share of extraction rights for water from Dam B.

No person shall extract more than one-sixth of the volume at any one time unless it is with the written agreement of the other 5 owners. Such an agreement is to be on a yearly renewable basis.

Lots 6 - 10 and 15 may have storage ponds erected on them to obtain water from Dam B. Such storage ponds are not to exceed 8,000 cubic metres in storage capacity.

Easements to enable provision of water to each Lot in the manner set out above are to be provided as necessary on the Survey Plan and reserved and granted.

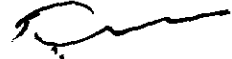
NOTE: Extraction from Dam B is only to occur in the months of April to September.

DATED at Papakura this 7TH day of AUGUST 1995.

.....
Principal Administrative
Officer

CA:083

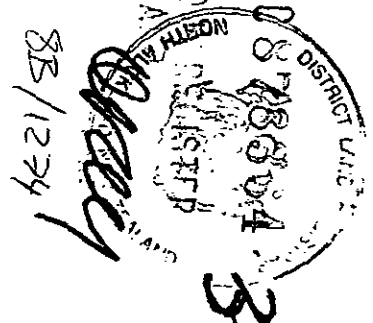
Correct for the purposes of the Land
Transfer Act



Solicitor for the Registered Proprietor

12.37 16.AUG95

PARTIALLY REGISTERED
LAND REGISTRATION ACT 1925
AS TO LAND IN ()



PIPELINE EASEMENT CERTIFICATE

Under Section 70 of the Petroleum Act 1937

Pursuant to the provisions of the Petroleum Act 1937 (in this certificate referred to as the Act), the Minister of Mines hereby certifies that a pipeline (as defined in section 49 of the Act) is authorised to pass on, over, or through the land described in the First Schedule hereto (in this certificate referred to as the said land) upon the following terms and conditions:

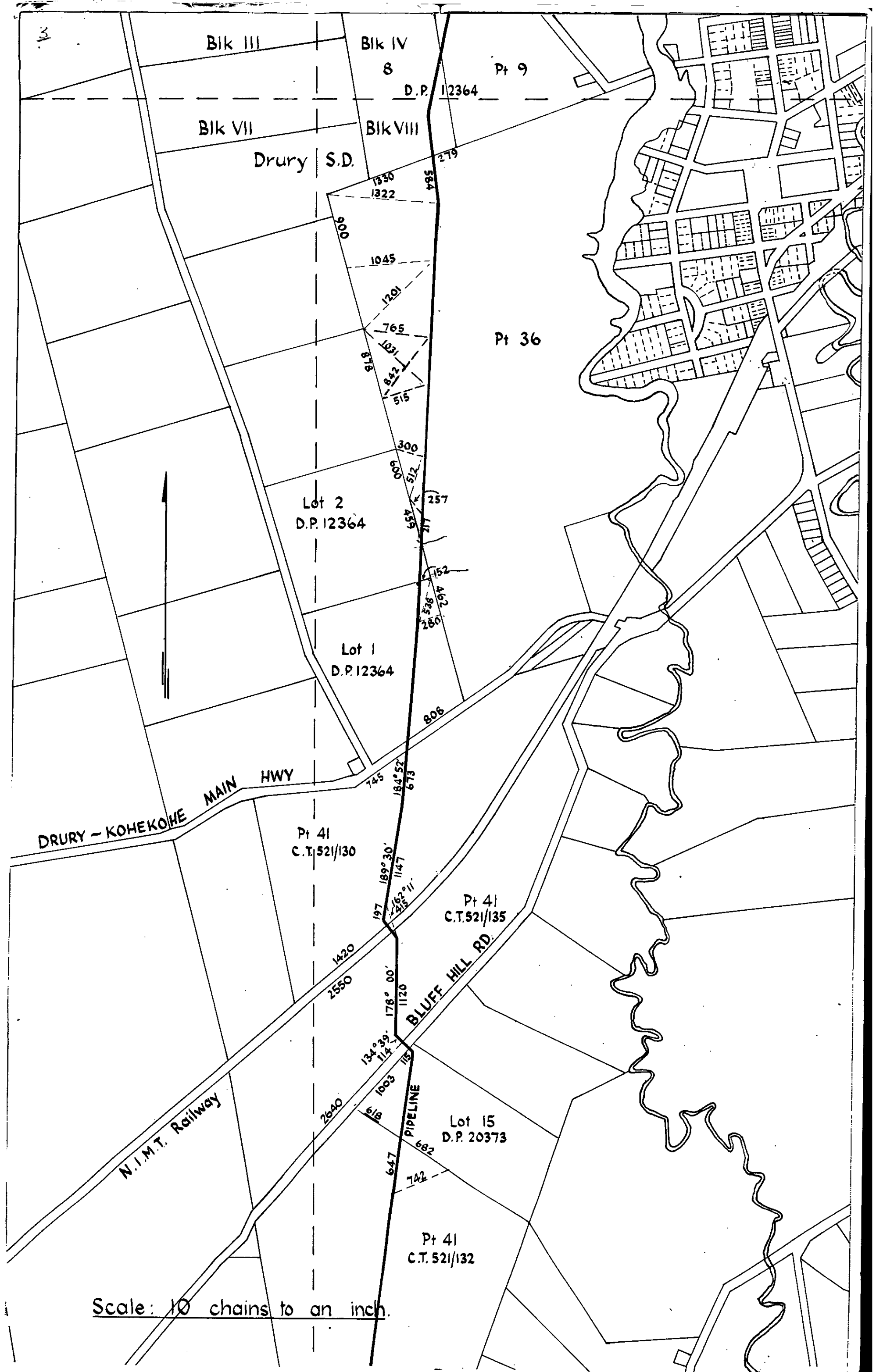
1. The owner of the pipeline is the Natural Gas Corporation of New Zealand.
2. The owner of the pipeline shall comply with the provisions of the Act and the regulations in force thereunder.
3. The pipeline shall be placed along the line delineated on the plan annexed hereto and coloured red or marked "Pipeline".
4. Upon the issue of this certificate, the owner of the pipeline shall have the right of entry on the said land pursuant to subsection (6) of section 70 of the Act for the purpose of exercising the rights conferred on him by the Act and any regulations made thereunder and by his pipeline authorisation.
5. For the purposes of subsection (3) of section 70 of the Act, this certificate shall apply to the land extending for 20 ft (being not more than 30 ft) on either side of the pipeline (in this certificate referred to as the said strip) and the owner of the pipeline shall have the right at any time after the issue hereof to remove from the said strip all cultivated or natural vegetation including trees and shrubs.
6. The owner or occupier of the land shall have the right to use the same (except for such use as may be reasonably held to interfere with the enjoyment of the rights of the owner of the pipeline hereunder or under the Act or under his authorisation) but shall not erect any building, construction, or fence or plant any tree or shrub on the said strip, disturb the soil of the said strip below a depth of 15 in. from the surface or do anything which would or could damage or endanger the pipeline without the consent of the owner of the pipeline being first obtained. Any such consent shall not be unreasonably withheld.
7. Where the pipeline is below the surface of the ground, the owner of the pipeline shall bury it so that it will not interfere with the ordinary cultivation of the said land and in so doing or in maintaining, repairing, renewing, changing, or removing the pipeline he shall cause as little damage as possible to the surface of the said land.
8. The owner of the pipeline will restore or pay to the owner or occupier of the said land the cost of restoring the surface of the said land as nearly as possible to its former condition or state.
9. Such of the rights, easements, or obligations hereinbefore recited or referred to which place a burden on the said land or on the owner or occupier of the said land shall be binding on him the said owner or occupier his successors, executors, administrators, and assigns and such of them as place a burden on the owner of the pipeline shall be binding on him, his successors, executors, administrators, and assigns.

FIRST SCHEDULE

Description of Land	Area	Certificate of Title	
		Vol.	Folio
Part Allotment 36, Opaheke Parish	2a. 3.r. 10p.	8B	1274
Part Lot 2, D.P.12364	1r. 5p.	420	226 ✓
Part Lot 1, D.P.12364	1a. 0r. 15p.	426	8 ✓
Part Drury-Kohekohe Main Highway	10p.		
Part Allotment 41, Opaheke Parish	1a. 0r. 35p.	521	130 ✓
Part Railway Land	10p.		
Part Allotment 41, Opaheke Parish	3r. 10p.	521	135 ✓
Part Bluff Hill Road	10p.		
Part Lot 15, D.P.20373	2r. 20p.	608	188 ✓

Dated at Wellington this 16th day of July 1968

Signed by THOMAS DANIEL CLIFFORD,
Assistant Under-Secretary (A), Mines Department,
under powers delegated to him by the Minister of
Mines under the provisions of section 4 of the
Petroleum Amendment Act 1965, and not revoked
at the date of signing.



A302746

PIPELINE EASEMENT CERTIFICATE

under section 70 of the Petroleum Act 1937

Correct for the purposes of the
Land Transfer Act

Mani Kua

Solicitor for the Owner of the Pipeline.

168/152

Particulars entered in the Register Book

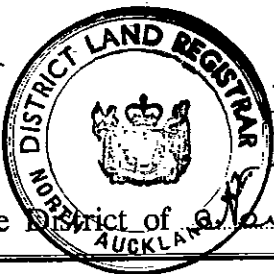
Vol. 420/226 Folio 426/8

521/130 521/135 608/188

88/1274

the 30th July 1968

at 9.0 o'clock



sc. W. H. H. H. H.
District Land Registrar
Assistant

of the District of *South Auckland*

District Land Registrar:

Please register this Certificate only
against the titles referred to therein.

Mani Kua

B.980986.1 Variation of within Pipeline
Certificate - 19.4.1989 at 10.38 o'clock

affects CT. 190/1624

[Signature]
A.L.R.

B.989699.1 Variation of the within certificate - 8.5.1989
at 11.56 o'clock *affects CT 168/152*

[Signature]
A.L.R.

C.002985.1 Variation of terms of within
certificate - 13.6.1989 at 10.15 oc. (affects
C.T.426/8 only)

[Signature]
A.L.R.

20/10/89
88/1274
17/11/89
422723
Abt 7974

LAND & DEEDS
Nature: <i>Easement</i>
Firm: <i>MANI</i>
30 JUL 1968
Time: <i>7</i>
Fee: <i>/</i>
Abstract No. <i>6609</i>
Department of Mines

LAND & DEEDS
Nature: <i>FURTHER</i>
Firm: <i>M.O.W.</i>
5 SEP 1968
Time: <i>2.20</i>
Fee: <i>2.00</i>
Abstract No. <i>8900</i>



C 878364.7 EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

✓/We JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 95 under No. 166291 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 166291

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to Convey Water	12 ✓	J & AA	Lots 1, 4-11, 13 & 15	100D/684 - 695 (incl)
" "	11	BB CC DD	Lots 5-10 & 15	100D/686-692 (incl) 695
"	10	EE	Lots 5-9 & 15	100D/686-691 (incl) 695
"	8	FF	Lots 7-10 & 15	100D/688-691, (incl) 695
"	8	HH Q II	Lots 9 & 10	100D/689, 690, 691
"	7	GG	Lots 8-10 & 15	100D/688-691, (incl) 695
"	10	JJ	Lot 9	100D/690, 691
"	15	QQ	Lots 7-10	100D/688-691, (incl) 695
"	6	MM E NN PP	Lots 7-10	100D/687-691 (incl)
"	12 ✓	KK	Lots 1, 4 & 13	100D/684, 685, 693, 694
"	13	LL	Lots 1 & 4	100D/684, 685, 694
"	1	SS A TT	Lot 4	100D/684, 685
Right to Store Water	1	RR	Lot 4	100D/684, 685
"	15	Y V Z	Lots 6 - 10	100D/687-691 (incl) 695
"	6	X	Lots 7 - 10 & 15	100D/687-691 (incl) 695

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

1. Rights and powers: The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 shall apply.
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

A. RIGHTS TO CONVEY WATER FROM PUMP AND BORE ON LOT 12

(a) The water supply is sourced at the pump and bore situated on Lot 12, and leads to the other Lots through a water supply system consisting of pipes under and through the easement areas defined in the Schedule.

(b) No owner of any Lot shall use any water from the supply for any purpose except such reasonable quantities as are necessary for watering livestock and/or watering any domestic garden adjacent to a dwelling, and in particular shall not use any water for horticulture or personal residential use.

(c) The registered proprietor of Lot 12 shall be responsible for maintaining the pump and bore, and the supply of electric power thereto, in good working order and condition, and for the administration of the water supply including the reading of meters, keeping records, payment of accounts, and invoicing individual registered proprietors for their share of the costs.

(d) The costs of maintenance, repair and replacement of the pump and bore and electrical supply thereto, including all associated fixtures and fittings, shall be paid by all the registered proprietors of all the Lots drawing water therefrom in proportion to their usage of water as measured by the water meters placed in the water pipelines servicing individual Lots, and they shall also pay the cost of electricity in the same proportions.

(e) Registered proprietors of individual Lots shall be responsible for repairing and maintaining the water pipelines, including joints and other fittings, as may be situated on the Lot or Lots owned by them, and shall at all times ensure that water flow to the other Lots is not blocked or impeded and shall repair any leakage or damage to the water supply system immediately any such leakage or damage occurs on his/her/their individual Lot or Lots PROVIDED THAT where any such repair is necessitated by fair wear and tear, then the cost thereof shall be borne by all the registered proprietors as may use the water supply system, calculated according to usage as aforesaid.

B. RIGHTS TO CONVEY WATER FROM DAMS ON LOTS 1, 6 and 15

(a) Individual registered proprietors having these rights shall be responsible for the installation, maintenance and repair of their own water supply systems including any pipelines and/or pumps in on or under the easement areas defined in the Schedule and shall use such quantities as are reasonable having regard to the quantities available and the rights of other users and shall obtain any water rights as may be necessary under the Resource Management Act or its statutory equivalent. **AND** shall comply with the registered Consent Notice Under Section 221 Resource Management Act 1991 dated 7th August 1995 whereunder (inter alia) Lots 1 & 4 are to share equal extraction rights from the dam on Lot 1 and Lots 6 - 10 & 15 are each to have a sixth share of extraction rights for water from the dam on Lots 6 & 15.

~~2. To the extent of any inconsistency or conflict between the provisions of clause 2(B) hereof and the provisions of the above easements:~~


3. RIGHT TO STORE WATER

Individual registered proprietors defined in the Schedule as having these rights shall have the right to have such water as naturally accumulates stored and kept for their use in and behind the dams on and in the defined easement areas specified in the Schedule, such water to be available for their reasonable use pursuant to clause 2(B) hereof PROVIDED THAT the registered proprietors of the servient tenements on which the dams are situated shall have no obligation to maintain any particular quantity or level of water and the quantities of water available shall be solely dependent on natural accumulation.

Dated this 1st day of August 19 95

Signed by the above-named

JOHN JOYCE & MARGARET JOYCE



in the presence of

Witness 

Occupation


Address G.H. FLEMING
SOLICITOR
AUCKLAND

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act

*The within easements, when
created, will be subject to
Section 243(a) Resource Management
Act 1991.*


Solicitor for the registered proprietor


ALR

McVeagh Fleming
Solicitors
MANUREWA

12.37 16.AUG95 C878364-7
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REG. CLERK
1003/684-7
695

C892866.1 T

Memorandum of Transfer



WHEREAS JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons
("the Transferors")

are
(herein called "the Transferor") ~~being~~ registered as proprietors of ~~an~~ estates in fee simple

101jdc1 11:53:01 05/09/1995 0000012129
New Zealand Stamp Duty - Not Liab!
Assessed by dept \$**,**\$,**0.00

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

~~containing~~ ~~xxxxxx~~
more particularly described in the First Schedule ("the Land")

AND WHEREAS the Transferors when registered proprietors of the land contained in
Deposited Plan 166291 subdivided that land into lots in the manner shown and defined
on that Plan for the purposes of the sale of those lots as an estate comprising rural
residential lots suitable for horticulture or other agricultural or pastoral
production or use accompanied by a rural residential lifestyle

AND WHEREAS it is the Transferors' intention that all the lots contained in the said
plan (except Lot 12 which contains an existing high quality homestead and outbuildings
already in keeping with the intent hereof) shall be subject to a general scheme
applicable to and for the benefit of all of the rural lots to the intent that a high
standard of rural residential amenity shall be enjoyed by the registered proprietors
of all the lots and that the owner or occupier for the time being of each of the lots
should be bound by the stipulations and restrictions set out in the Second Schedule
hereto and that the respective owners and occupiers for the time being of any of the
lots may be able to enforce the observance of such stipulations and restrictions by
the owners or occupiers for the time being of the lots in equity or otherwise
howsoever and the Transferors shall transfer each of the lots described in the First
Schedule hereto subject to the like covenants as are contained in the Second Schedule
hereto.

AND WHEREAS the Transferors wish to utilise the provisions of Sections 49 and 66A of
the Property Law Act 1952 to create such scheme and to this end will by this
Memorandum transfer each of the lots comprising the Land to themselves as Transferees

NOW THEREFORE IN PURSUANCE of the premises AND IN CONSIDERATION of the sum of ONE
DOLLAR (\$1.00) paid to the Transferors by themselves as Transferees the Transferors
HEREBY TRANSFER to themselves by this Memorandum all the Transferors' estate and
interest in the Land described in the First Schedule AND IN FURTHER PURSUANCE of the
Transferors' intention set out above the Transferors in their capacity as Transferees
for themselves and their successors in title so as to bind the Land For the benefit of
all its registered proprietors from time to time COVENANT AND AGREE in this with
themselves as Transferors for the benefit of the Land and each of its registered
proprietors from time to time that the Transferees will henceforth and always observe
and perform all the stipulations, restrictions and covenants contained in the Second
Schedule of this Memorandum TO THE END AND INTENT that each of the said stipulations,
restrictions and covenants shall forever enure for the benefit of all the Land and
every part thereof PROVIDED ALWAYS that the Transferees shall be liable only in
respect of breaches of the stipulations, restrictions and covenants which occur while

the Transferees are the registered proprietor of any of the lots comprising the Land in respect of which any such breach shall occur

AND IN CONSIDERATION THEREFORE the Transferees FURTHER COVENANT IN THIS MEMORANDUM with themselves as Transferors that the Transferees will at all times save harmless and keep indemnified the Transferors from all proceedings, costs, claims and demands in respect of breaches by the Transferees of any of the agreements, stipulations, restrictions and covenants in this Memorandum.

FIRST SCHEDULE

Lots 1, 4 to 11 (inclusive) 13 and 15 DP 166291 comprising together 57.527 hectares and being all the land comprised and described in Certificates of Title Volume 100D Folio 684 to Folio 692 (inclusive), 694 and 695 (North Auckland Land Registry)

Subject to and together with:

- Jr*
MJ
- ~~1. A302746 Pipeline Easement Certificate~~
 - 2. B994961 Variation of Pipeline Easement Certificate ~~A302746~~
 - 3. Stormwater Drainage created by
 - 4. Easement Certificate

~~5. Easement Certificate~~

- 1. A302746 Pipeline Easement Certificate (in respect of Lots 1,4,5,6 & 15)
- 2. C.544778.1 Certificate under S.94(c) Transit New Zealand Act 1991 (in respect of Lots 1 and 13)
- 3. C.878364.3 Consent Notice (in respect of Lots 1,4 to 11, 13 and 15)
- 4. C.878364.4 Consent Notice (in respect of Lots 6 and 15)
- 5. C.878364.6 Easement Certificate (in respect of Lots 8 and 9)
- 6. C.878364.7 Easement Certificate (in respect of Lots 1,4 to 11, 13 and 15)
- 7. Water Supply Easement created by Transfer C.318814.5 varied by C.565177.5 (in respect of Lots 7,8,10,11 and 15)
- 8. C.878364.8 Transfer Granting Stormwater Easement (in respect of Lots 6 and 11)

SECOND SCHEDULE

1. That the Transferees will not use the Land or permit the same to be used for any purpose which is not permitted or allowable by and in accordance with the Papakura District Council District Plan.
2. That the Transferees will not permit to be erected or placed on the Land any residential dwelling with a floor area of less than 210 square metres (excluding garage, carports and decking), which shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof.
3. That the Tranferees will not erect any dwellinghouse on the Land (including any adjoining garage, but excluding any barns, sheds or other separate buildings or dwellings) constructed to a value of not less than the base value plus Goods and Services Tax. The base value as at 1st September 1995 shall be \$220,000.00 and shall be adjusted in accordance with the percentage increase of the Modal House Building Cost Index as defined from time to time by the New Zealand Institute of Valuers.
4. That the Tranferees shall not permit any metal clad roofing which has not been prepainted.
5. That the Transferees will not permit to be erected any fence constructed of corrugated iron or exceeding 1.83 metres in height above the natural ground level.
6. That the Transferees shall not permit any building to be completed outside 12 months of laying down of the foundations for such building, and no building once under construction shall be left without substantial work being carried out for a period exceeding three months.
7. That the Transferees shall not permit any farm outbuildings or ancillary buildings to be constructed on the land except as shall be completed to a high standard of workmanship and shall ensure that they shall not be constructed from any second hand materials or use corrugated iron (whether prepainted or not) for any external wall panelling. Farm outbuildings or ancillary buildings shall be such that they are usual and reasonable for the type of horticultural, agricultural or pastoral use and shall be of a style (including that of the garden or landscaping aspects and fencing off surrounding grounds) in keeping with each other so that the dwellinghouse and any additional buildings and surrounding grounds thereof belnd in with the rural nature of the surrounding area to ensure that a pleasing aesthetically compatible appearance is maintained for the benefit of all the lots.
8. The Transferees shall not permit the construction of any glasshouse or greenhouse or plastic house on the land without the Transferees first supplying the Transferors with a copy of the landscaping plan and the plans and specifications for the proposed greenhouse or glasshouse or plastic house, and the Transferors' approving such plans in writing, and the Transferees shall not thereafter proceed to construct such greenhouse or glasshouse or plastic house except in such manner as totally complies with the plans as so approved.
9. That the Transferees will not erect or permit or suffer to be erected or placed upon the Land any secondhand dwelling, caravan, hut or shed for any kind of permanent or temporary residential use except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of construction.



10. That the Transferees shall not install or permit to be installed any overhead power lines or cables of any description.
11. The Transferees will not permit any water tank on the property to be more than 1.5 metres above the natural ground level unless such tank is made of or sheathed with timber planking (not with fibreboard, plywood or similar materials) so as to aesthetically blend in with the rural surroundings.
12. The Transferees shall keep the land in a neat and tidy condition and shall not permit excessive growth of grass to that it becomes long and unsightly or a fire risk and to regularly mow any grass verges and prune and keep tidy any trees and plantings and keep all noxious and annual weeds under strict control.
13. The Transferees will immediately on being invoiced pay their due portion of administration and costs of:
 - (a) Metered water supply from the pump and bore on Lot 12 in accordance with Easement Certificate C878364.7
 - (b) Mowing and keeping tidy the roadside verges in the subdivision which work shall be arranged and administered by the Transferors for so long as they remain registered proprietors of any one of the lots on DP 166291 or by such other person(s) as the Transferors may by Deed appoint.

A handwritten signature in dark ink, consisting of stylized, cursive letters, likely representing the initials 'DA' followed by a surname.

~~In Consideration of the sum of~~

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the
~~Transferee all the Transferor's estate and interest in the said piece or pieces of land~~

In witness whereof these presents have been executed this *1st* day of *August* 1995

Signed by the Transferors
JOHN JOYCE & MARGARET JOYCE

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
(by the affixing of its common seal)

in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

SIGNED by the Transferees
JOHN JOYCE & MARGARET JOYCE
in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

J & M JOYCE

Transferor

SOLICITOR FOR THE TRANSFEE

J & M JOYCE

Transferee

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

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

SOLICITOR FOR THE TRANSFEE

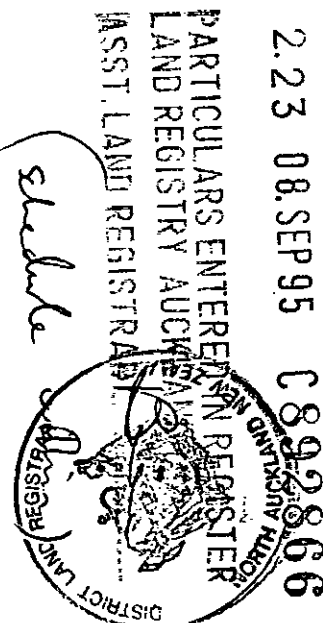
I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

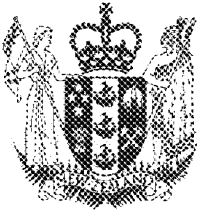
Assistant / District Land Registrar of the

District of

SOLICITOR FOR THE TRANSFEE

McVeagh Fleming
Solicitors
MANUREWA





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



Identifier **NA111D/569**
Land Registration District **North Auckland**
Date Issued 22 October 1997

Prior References

NA100D/685

Estate	Fee Simple
Area	1.0000 hectares more or less
Legal Description	Lot 3 Deposited Plan 180757

Registered Owners

Marmitmor Limited

Interests

C878364.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 18.8.1995 at 12.37 pm

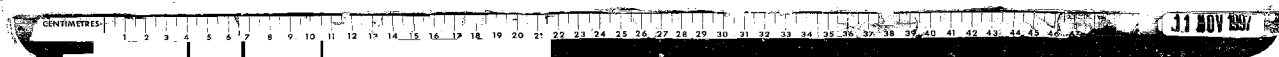
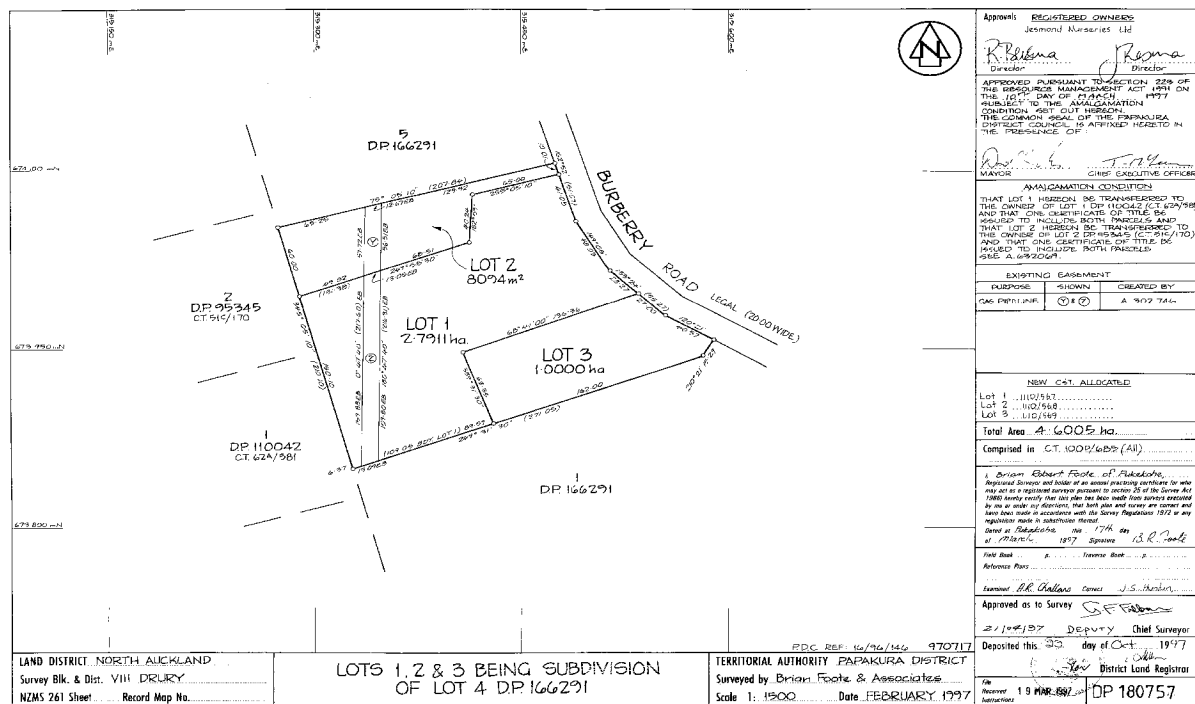
Appurtenant hereto are water rights and a water store right specified in Easement Certificate C878364.7 - 18.8.1995 at 12.37 pm

The easements specified in Easement Certificate C878364.7 are subject to Section 309 (1) (a) Local Government Act 1974

Land Covenant in Transfer C892866.1

D207770.4 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 22.10.1997 at 3.22 pm

11007822.3 Mortgage to ASB Bank Limited - 31.1.2018 at 4:51 pm



CP78364.3

COND

IN THE MATTER of Section 221 of the
Resource Management Act 1991

A N D

IN THE MATTER of a sub-division of an
estate of freehold in fee
simple in all that parcel of
land containing 63.880 ⁴⁰⁴
hectares more or less being
part Allotment 36 Parish of
Opaheke, part thereof being
more particularly shown in
Deposited Plan 627 and being
the residue of the land
comprised and described in
Certificate of Title Volume
8B Folio 1274 North Auckland
Registry SUBJECT TO Pipeline
Easement Certificate
A.302746 and to ~~Mortgage~~ ^{Water} *
* Supply Easement in
Transfer C318814.5 ~~to 565373xxxxxx to xxxxxxxx~~
~~Banking Corporation~~

BETWEEN

JOHN JOYCE and MARGARET
JOYCE both of Karaka,
Businesspersons

REGISTERED PROPRIETORS

A N D

THE PAPAKURA DISTRICT
COUNCIL

THE COUNCIL

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

THE PAPAKURA DISTRICT COUNCIL the Territorial Authority having
jurisdiction in respect of the above land HEREBY GIVES NOTICE
that subdivision consent to Plan 166291 is granted subject to
conditions to be complied with on a continuing basis as to all
Lots on the said Plan DP 166291 by the subdividing owners and by/
subsequent owners after the deposit of the said Plan.

THE CONDITIONS are:

1. Each building site shall be subject to specific investigation and design by a registered engineer experienced in on-site wastewater disposal systems at building consent application stage. Adequate separation from ground water and watercourses shall be provided.
2. The effluent disposal systems shall comply with the requirements of the Auckland Regional Council's current General Authorisation for Domestic Wastewater Disposal.

3. The wastewater disposal systems shall be constructed in accordance with the specifications submitted, under the supervision of a registered engineer experienced in on-site waste water disposal systems who shall certify in writing to the Council that the system has been installed in accordance with the specification.
4. Adequate stormwater drainage shall be provided to ensure surface run-off/water tank overflow/ground water does not affect the satisfactory performance of the effluent disposal systems.
5. Effluent disposal areas shall be located on ground above the 100 year flood level.
6. The designated reserve areas for effluent disposal shall be identified on the site plan at building consent stage.
7. Each building site shall be subject to specific investigation by a registered engineer experienced in geotechnical engineering at the building consent application stage in order to confirm foundation conditions.
8. All recommendations and conditions included in the geotechnical report by Earthtech Consulting Limited dated 27 January 1994 and the application letter by B. Foote & Associates dated 4 February 1994 shall be strictly adhered to.
9. No caveats or other encumbrances shall be placed on any title to prevent the use of the Lots for horticultural purposes.
10. The owners or occupiers of the Lots which are not proposed in the Auckland Regional Council water availability letter of 14 February 1994 as being provided with water from bores, shall have access to water and the right of extraction set out below:

T.MZ Lots 1 and 4 to share equal extraction rights of water from Dam ~~B~~ G

Lots 6 - 10 and 15 to have a sixth share of extraction rights for water from Dam B.

No person shall extract more than one-sixth of the volume at any one time unless it is with the written agreement of the other 5 owners. Such an agreement is to be on a yearly renewable basis.

Lots 6 - 10 and 15 may have storage ponds erected on them to obtain water from Dam B. Such storage ponds are not to exceed 8,000 cubic metres in storage capacity.

Easements to enable provision of water to each Lot in the manner set out above are to be provided as necessary on the Survey Plan and reserved and granted.

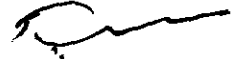
NOTE: Extraction from Dam B is only to occur in the months of April to September.

DATED at Papakura this 7TH day of AUGUST 1995.

.....
Principal Administrative
Officer

CA:083

Correct for the purposes of the Land
Transfer Act

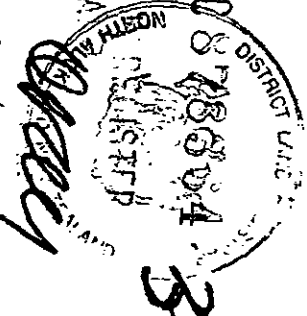


Solicitor for the Registered Proprietor

12.37 16.AUG95

PARTIALLY REGISTERED
LAND REGISTRATION ACT 1925
AS TO LAND IN ()

88/1234



D207770.4 CONO

IN THE MATTER of the Resource Management Act
1991

A N D

IN THE MATTER of a sub-division of Lot 4 DP
166291 and being all that land
comprised in Certificate of Title
Volume 100D Folio 685 (North
Auckland Registry) which land is
situated at 14 Burberry Road,
Drury

BETWEEN JESMOND NURSERIES
LIMITED of Jesmond Road,
Papakura

Registered Proprietor

A N D THE PAKAKURA DISTRICT
COUNCIL

The Council


CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

THE PAKAKURA DISTRICT COUNCIL the Territorial Authority having jurisdiction in
respect of the above land hereby gives notice that subdivision consent to Plan No 180757 is
granted subject to conditions to be complied with on a continuing basis as to Lot 3 being a
sub-division of Lot 4 DP 166291 and as to the balance of land in the said Certificate of Title
by the registered proprietor as subdividing owner and by subsequent owners after deposit of
the said Plan.

The conditions are:

1. That all foundation works, and stormwater and effluent disposal shall be made in
accordance with the recommendations in the Earthtech Consulting Limited Report
dated the 2nd of December 1996.

Dated at Papakura this 23rd day of JUNE 1997.


.....
PRINCIPAL ADMINISTRATIVE OFFICER OF THE
PAKAKURA DISTRICT COUNCIL UNDER SECTION
252 OF THE LOCAL GOVERNMENT ACT 1974

IN THE MATTER of the Resource
Management Act 1991

AND

IN THE MATTER of a sub-division of Lot 4
DP 166291 and being all
that land comprised in
Certificate of Title Volume
100D Folio 685 (North
Auckland Registry) which
land is situated at 14
Burberry Road, Drury

BETWEEN JESMOND NURSERIES
LIMITED of Jesmond
Road, Papakura

Registered Proprietor

AND THE PAPA KURA
DISTRICT COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221
OF THE RESOURCE MANAGEMENT ACT

3.22 207770.4
PARTICULARS OF THE
LAND REVENUE
ASST
1991
ENTERED IN THE
OFFICE OF THE
REGISTERED
DEEDS
OFFICE
1991

100P/685
4

Lot 3
111D/569

RICE CRAIG
SOLICITORS
PAPAKURA
WO:074



C 878364.7 EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

✓/We JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 95 under No. 166291 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 166291

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to Convey Water	12 ✓	J & AA	Lots 1, 4-11, 13 & 15	100D/684 - 695 (incl)
" "	11	BB CC DD	Lots 5-10 & 15	100D/686-692 (incl) 695
"	10	EE	Lots 5-9 & 15	100D/686-691 (incl) 695
"	8	FF	Lots 7-10 & 15	100D/688-691, (incl) 695
"	8	HH Q II	Lots 9 & 10	100D/689, 690, 691
"	7	GG	Lots 8-10 & 15	100D/688-691, (incl) 695
"	10	JJ	Lot 9	100D/690, 691
"	15	QQ	Lots 7-10	100D/688-691, (incl) 695
"	6	MM E NN PP	Lots 7-10	100D/687-691 (incl)
"	12 ✓	KK	Lots 1, 4 & 13	100D/684, 685, 693, 694
"	13	LL	Lots 1 & 4	100D/684, 685, 694
"	1	SS A TT	Lot 4	100D/684, 685
Right to Store Water	1	RR	Lot 4	100D/684, 685
"	15	Y V Z	Lots 6 - 10	100D/687-691 (incl) 695
"	6	X	Lots 7 - 10 & 15	100D/687-691 (incl) 695

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

1. Rights and powers: The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 shall apply.
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

A. RIGHTS TO CONVEY WATER FROM PUMP AND BORE ON LOT 12

(a) The water supply is sourced at the pump and bore situated on Lot 12, and leads to the other Lots through a water supply system consisting of pipes under and through the easement areas defined in the Schedule.

(b) No owner of any Lot shall use any water from the supply for any purpose except such reasonable quantities as are necessary for watering livestock and/or watering any domestic garden adjacent to a dwelling, and in particular shall not use any water for horticulture or personal residential use.

(c) The registered proprietor of Lot 12 shall be responsible for maintaining the pump and bore, and the supply of electric power thereto, in good working order and condition, and for the administration of the water supply including the reading of meters, keeping records, payment of accounts, and invoicing individual registered proprietors for their share of the costs.

(d) The costs of maintenance, repair and replacement of the pump and bore and electrical supply thereto, including all associated fixtures and fittings, shall be paid by all the registered proprietors of all the Lots drawing water therefrom in proportion to their usage of water as measured by the water meters placed in the water pipelines servicing individual Lots, and they shall also pay the cost of electricity in the same proportions.

(e) Registered proprietors of individual Lots shall be responsible for repairing and maintaining the water pipelines, including joints and other fittings, as may be situated on the Lot or Lots owned by them, and shall at all times ensure that water flow to the other Lots is not blocked or impeded and shall repair any leakage or damage to the water supply system immediately any such leakage or damage occurs on his/her/their individual Lot or Lots PROVIDED THAT where any such repair is necessitated by fair wear and tear, then the cost thereof shall be borne by all the registered proprietors as may use the water supply system, calculated according to usage as aforesaid.

B. RIGHTS TO CONVEY WATER FROM DAMS ON LOTS 1, 6 and 15

(a) Individual registered proprietors having these rights shall be responsible for the installation, maintenance and repair of their own water supply systems including any pipelines and/or pumps in on or under the easement areas defined in the Schedule and shall use such quantities as are reasonable having regard to the quantities available and the rights of other users and shall obtain any water rights as may be necessary under the Resource Management Act or its statutory equivalent. **AND** shall comply with the registered Consent Notice Under Section 221 Resource Management Act 1991 dated 7th August 1995 whereunder (inter alia) Lots 1 & 4 are to share equal extraction rights from the dam on Lot 1 and Lots 6 - 10 & 15 are each to have a sixth share of extraction rights for water from the dam on Lots 6 & 15.

~~2. To the extent of any inconsistency or conflict between the provisions of clause 2(B) hereof and the provisions of the above easements:~~

3. RIGHT TO STORE WATER

Individual registered proprietors defined in the Schedule as having these rights shall have the right to have such water as naturally accumulates stored and kept for their use in and behind the dams on and in the defined easement areas specified in the Schedule, such water to be available for their reasonable use pursuant to clause 2(B) hereof PROVIDED THAT the registered proprietors of the servient tenements on which the dams are situated shall have no obligation to maintain any particular quantity or level of water and the quantities of water available shall be solely dependent on natural accumulation.

Dated this 1st day of August 19 95

Signed by the above-named

JOHN JOYCE & MARGARET JOYCE



in the presence of

Witness 

Occupation


Address G.H. FLEMING
SOLICITOR
AUCKLAND

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act

*The within easements, when
created, will be subject to
Section 243(a) Resource Management
Act 1991.*


Solicitor for the registered proprietor


ALR

McVeagh Fleming
Solicitors
MANUREWA

12.37 16.AUG95 C878364-7
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REG. CLERK
1003/684-7
695

C892866.1 T

Memorandum of Transfer



WHEREAS JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons
("the Transferors")

are
(herein called "the Transferor") ~~being~~ registered as proprietors of ~~an~~ estates in fee simple

101jdc1 11:53:01 05/09/1995 0000012129
New Zealand Stamp Duty - Not Liab!
Assessed by dept \$**,***,**0.00

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

~~containing~~ ~~xxxxxx~~
more particularly described in the First Schedule ("the Land")

AND WHEREAS the Transferors when registered proprietors of the land contained in
Deposited Plan 166291 subdivided that land into lots in the manner shown and defined
on that Plan for the purposes of the sale of those lots as an estate comprising rural
residential lots suitable for horticulture or other agricultural or pastoral
production or use accompanied by a rural residential lifestyle

AND WHEREAS it is the Transferors' intention that all the lots contained in the said
plan (except Lot 12 which contains an existing high quality homestead and outbuildings
already in keeping with the intent hereof) shall be subject to a general scheme
applicable to and for the benefit of all of the rural lots to the intent that a high
standard of rural residential amenity shall be enjoyed by the registered proprietors
of all the lots and that the owner or occupier for the time being of each of the lots
should be bound by the stipulations and restrictions set out in the Second Schedule
hereto and that the respective owners and occupiers for the time being of any of the
lots may be able to enforce the observance of such stipulations and restrictions by
the owners or occupiers for the time being of the lots in equity or otherwise
howsoever and the Transferors shall transfer each of the lots described in the First
Schedule hereto subject to the like covenants as are contained in the Second Schedule
hereto.

AND WHEREAS the Transferors wish to utilise the provisions of Sections 49 and 66A of
the Property Law Act 1952 to create such scheme and to this end will by this
Memorandum transfer each of the lots comprising the Land to themselves as Transferees

NOW THEREFORE IN PURSUANCE of the premises AND IN CONSIDERATION of the sum of ONE
DOLLAR (\$1.00) paid to the Transferors by themselves as Transferees the Transferors
HEREBY TRANSFER to themselves by this Memorandum all the Transferors' estate and
interest in the Land described in the First Schedule AND IN FURTHER PURSUANCE of the
Transferors' intention set out above the Transferors in their capacity as Transferees
for themselves and their successors in title so as to bind the Land For the benefit of
all its registered proprietors from time to time COVENANT AND AGREE in this with
themselves as Transferors for the benefit of the Land and each of its registered
proprietors from time to time that the Transferees will henceforth and always observe
and perform all the stipulations, restrictions and covenants contained in the Second
Schedule of this Memorandum TO THE END AND INTENT that each of the said stipulations,
restrictions and covenants shall forever enure for the benefit of all the Land and
every part thereof PROVIDED ALWAYS that the Transferees shall be liable only in
respect of breaches of the stipulations, restrictions and covenants which occur while

the Transferees are the registered proprietor of any of the lots comprising the Land in respect of which any such breach shall occur

AND IN CONSIDERATION THEREFORE the Transferees FURTHER COVENANT IN THIS MEMORANDUM with themselves as Transferors that the Transferees will at all times save harmless and keep indemnified the Transferors from all proceedings, costs, claims and demands in respect of breaches by the Transferees of any of the agreements, stipulations, restrictions and covenants in this Memorandum.

FIRST SCHEDULE

Lots 1, 4 to 11 (inclusive) 13 and 15 DP 166291 comprising together 57.527 hectares and being all the land comprised and described in Certificates of Title Volume 100D Folio 684 to Folio 692 (inclusive), 694 and 695 (North Auckland Land Registry)

Subject to and together with:

- Jr*
MJ
- ~~1. A302746 Pipeline Easement Certificate~~
 - 2. B994961 Variation of Pipeline Easement Certificate ~~A302746~~
 - 3. Stormwater Drainage created by
 - 4. Easement Certificate

~~5. Easement Certificate~~

- 1. A302746 Pipeline Easement Certificate (in respect of Lots 1,4,5,6 & 15)
- 2. C.544778.1 Certificate under S.94(c) Transit New Zealand Act 1991 (in respect of Lots 1 and 13)
- 3. C.878364.3 Consent Notice (in respect of Lots 1,4 to 11, 13 and 15)
- 4. C.878364.4 Consent Notice (in respect of Lots 6 and 15)
- 5. C.878364.6 Easement Certificate (in respect of Lots 8 and 9)
- 6. C.878364.7 Easement Certificate (in respect of Lots 1,4 to 11, 13 and 15)
- 7. Water Supply Easement created by Transfer C.318814.5 varied by C.565177.5 (in respect of Lots 7,8,10,11 and 15)
- 8. C.878364.8 Transfer Granting Stormwater Easement (in respect of Lots 6 and 11)

SECOND SCHEDULE

1. That the Transferees will not use the Land or permit the same to be used for any purpose which is not permitted or allowable by and in accordance with the Papakura District Council District Plan.
2. That the Transferees will not permit to be erected or placed on the Land any residential dwelling with a floor area of less than 210 square metres (excluding garage, carports and decking), which shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof.
3. That the Tranferees will not erect any dwellinghouse on the Land (including any adjoining garage, but excluding any barns, sheds or other separate buildings or dwellings) constructed to a value of not less than the base value plus Goods and Services Tax. The base value as at 1st September 1995 shall be \$220,000.00 and shall be adjusted in accordance with the percentage increase of the Modal House Building Cost Index as defined from time to time by the New Zealand Institute of Valuers.
4. That the Tranferees shall not permit any metal clad roofing which has not been prepainted.
5. That the Transferees will not permit to be erected any fence constructed of corrugated iron or exceeding 1.83 metres in height above the natural ground level.
6. That the Transferees shall not permit any building to be completed outside 12 months of laying down of the foundations for such building, and no building once under construction shall be left without substantial work being carried out for a period exceeding three months.
7. That the Transferees shall not permit any farm outbuildings or ancillary buildings to be constructed on the land except as shall be completed to a high standard of workmanship and shall ensure that they shall not be constructed from any second hand materials or use corrugated iron (whether prepainted or not) for any external wall panelling. Farm outbuildings or ancillary buildings shall be such that they are usual and reasonable for the type of horticultural, agricultural or pastoral use and shall be of a style (including that of the garden or landscaping aspects and fencing off surrounding grounds) in keeping with each other so that the dwellinghouse and any additional buildings and surrounding grounds thereof belnd in with the rural nature of the surrounding area to ensure that a pleasing aesthetically compatible appearance is maintained for the benefit of all the lots.
8. The Transferees shall not permit the construction of any glasshouse or greenhouse or plastic house on the land without the Transferees first supplying the Transferors with a copy of the landscaping plan and the plans and specifications for the proposed greenhouse or glasshouse or plastic house, and the Transferors' approving such plans in writing, and the Transferees shall not thereafter proceed to construct such greenhouse or glasshouse or plastic house except in such manner as totally complies with the plans as so approved.
9. That the Transferees will not erect or permit or suffer to be erected or placed upon the Land any secondhand dwelling, caravan, hut or shed for any kind of permanent or temporary residential use except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of construction.

A handwritten signature in dark ink, appearing to be 'B.A. [unclear]', is located at the bottom left of the page.

10. That the Transferees shall not install or permit to be installed any overhead power lines or cables of any description.
11. The Transferees will not permit any water tank on the property to be more than 1.5 metres above the natural ground level unless such tank is made of or sheathed with timber planking (not with fibreboard, plywood or similar materials) so as to aesthetically blend in with the rural surroundings.
12. The Transferees shall keep the land in a neat and tidy condition and shall not permit excessive growth of grass to that it becomes long and unsightly or a fire risk and to regularly mow any grass verges and prune and keep tidy any trees and plantings and keep all noxious and annual weeds under strict control.
13. The Transferees will immediately on being invoiced pay their due portion of administration and costs of:
 - (a) Metered water supply from the pump and bore on Lot 12 in accordance with Easement Certificate C878364.7
 - (b) Mowing and keeping tidy the roadside verges in the subdivision which work shall be arranged and administered by the Transferors for so long as they remain registered proprietors of any one of the lots on DP 166291 or by such other person(s) as the Transferors may by Deed appoint.

A handwritten signature in dark ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the right.

~~In Consideration of the sum of~~

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the
~~Transferee all the Transferor's estate and interest in the said piece or pieces of land~~

In witness whereof these presents have been executed this *1st* day of *August* 1995

Signed by the Transferors
JOHN JOYCE & MARGARET JOYCE

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
(by the affixing of its common seal)

in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

SIGNED by the Transferees
JOHN JOYCE & MARGARET JOYCE
in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

J & M JOYCE

Transferor

SOLICITOR FOR THE TRANSFEE

J & M JOYCE

Transferee

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

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

SOLICITOR FOR THE TRANSFEE

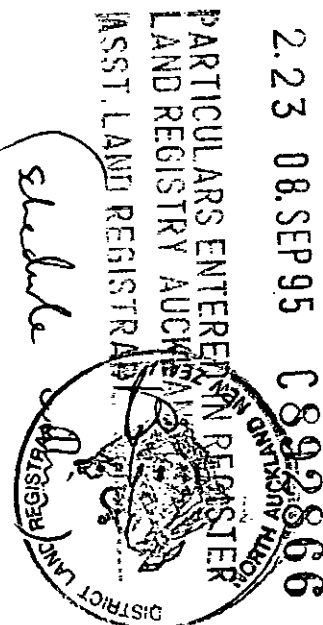
I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

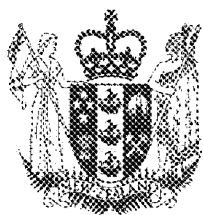
Assistant / District Land Registrar of the

District of

SOLICITOR FOR THE TRANSFEE


McVeagh Fleming
Solicitors
MANUREWA





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




R. W. Muir
Registrar-General
of Land

Identifier NA100D/693
Land Registration District North Auckland
Date Issued 16 August 1995

Prior References

NA8B/1274

Estate	Fee Simple
Area	4.4150 hectares more or less
Legal Description	Lot 12 Deposited Plan 166291

Registered Owners

Anthony Joseph Joyce and Jennifer Catherine Joyce

Interests

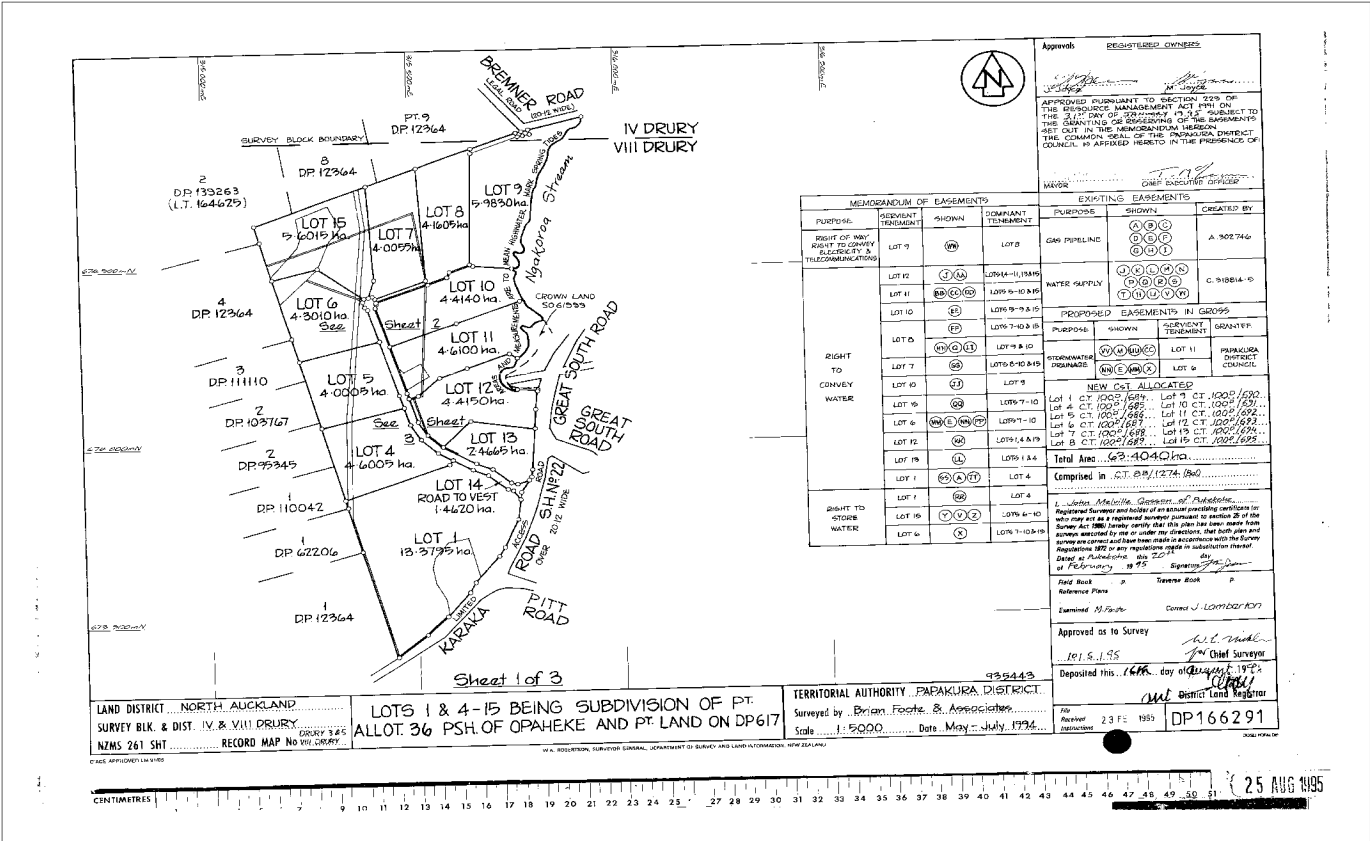
C544778.1 Notice pursuant to Section 94C Transit New Zealand Act 1989 declaring the adjoining State Highway No. 22 to be a limited access road - 29.11.1993 at 1.56 pm

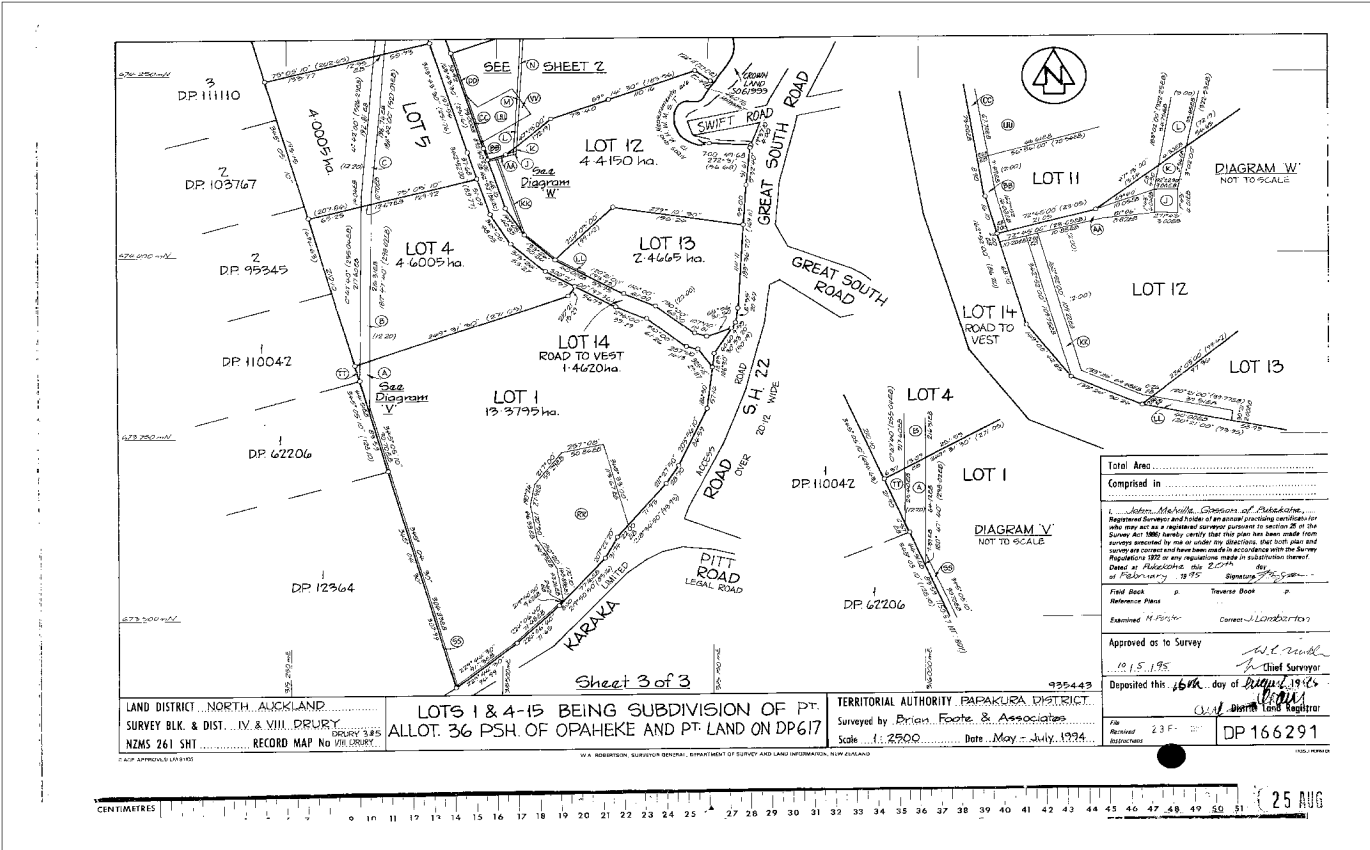
C878364.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 16.8.1995 at 12.37 pm

Subject to a right to convey water over parts marked J, AA and KK on DP 166291 specified in Easement Certificate C878364.7 - 16.8.1995 at 12.37 pm

The easements specified in Easement Certificate C878364.7 are subject to Section 243 (a) Resource Management Act 1991

D478453.2 CAVEAT BY JOHN JOYCE AND MARGARET JOYCE - 14.2.2000 AT 3.15 PM





ISLAND MAIN TRUNK RAILWAY

GREAT SOUTH ROAD

MERCER ST.

SWIFT STREET

VICTORIA CRES.

NGAKOROA CREEK

MANUKAU HARBOUR

ALLOT. 484
OPAREHE PARISH
GN 8390554.1

PT ALLOT 36
DP 417
CT 88/1274

ALLOT. 485
OPAREHE PARISH
GN 8390554.1

PT LOTS 4, 5 & 6
AND LOTS 6 & 7
SEC. 10 D.R.O. 35
GN 8105079.2

LOT 1 AND PT. LOTS 2 & 3
SEC. 10 D.R.O. 35
GN 8105079.2

PT TIDAL LANDS
MANUKAU HARBOUR
GN 6448254.2

PT ALLOT 36
OPAREHE PARISH
CT 88/1274

PT ALLOT 36

ALLOT 390
OPAREHE PARISH
GN 832459.1

SECTION 1
GN 741999
GN 1993 p 1032

SECTION 2
GN 61999
GN 1993 p 1032

LOT 17 & 18
AND PT. LOTS 2, 3, 4, 5, 16
SEC. 9 D.R.O. 35
GN 6474079.3

LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
AND PT. LOTS 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
SEC. 9 D.R.O. 35
GN 6448254.2

PT. LOT 3, DP 55494
AND PT. LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
SEC. 9 D.R.O. 35
GN 6476079.3

PT ALLOT 36

ALLOT 390
GN 56422

MOTORWAY

BLISSAND RD

LIMIT OF LAR

NOT APPROVED
LIMIT OF LAR

2

NORTH

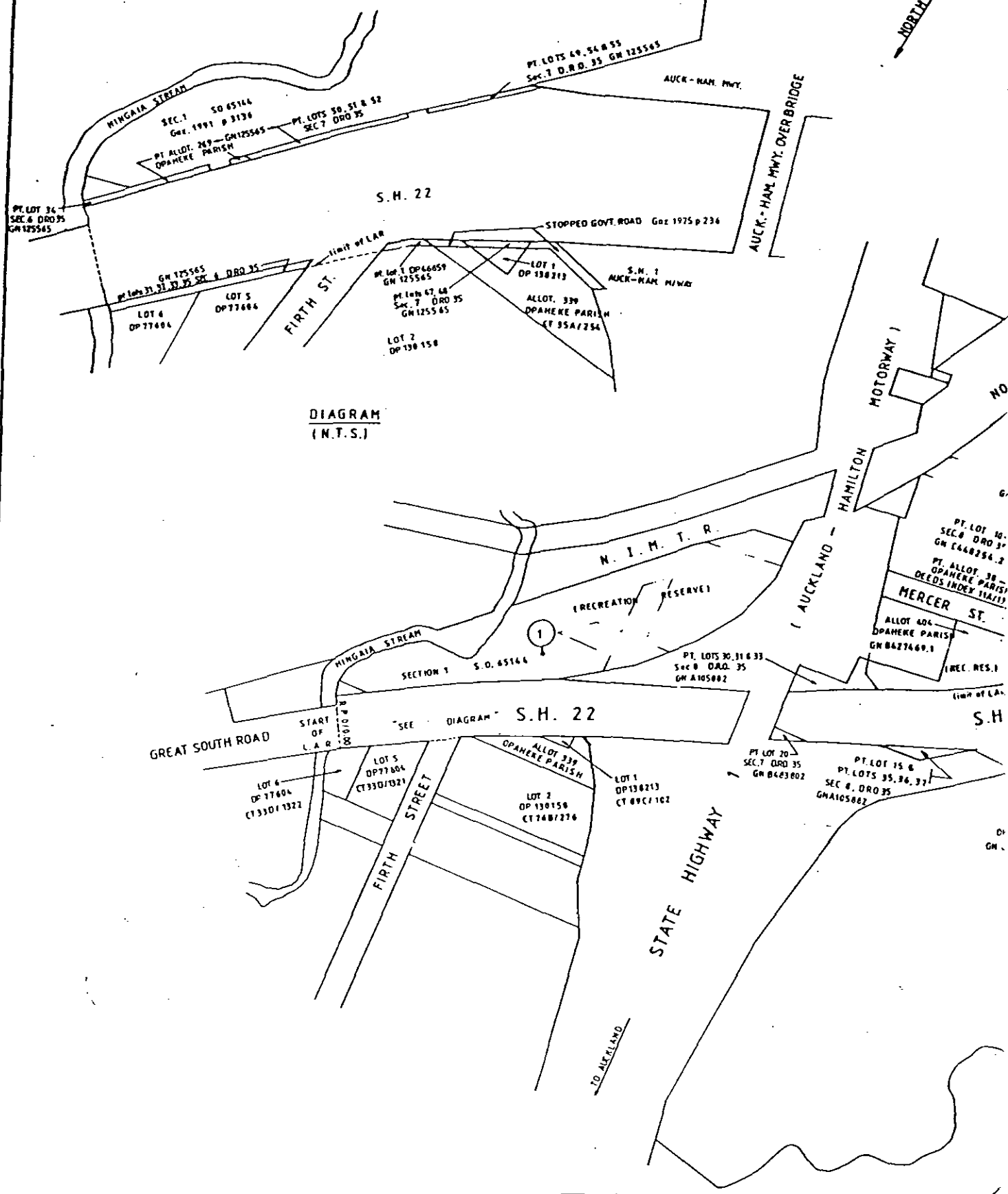
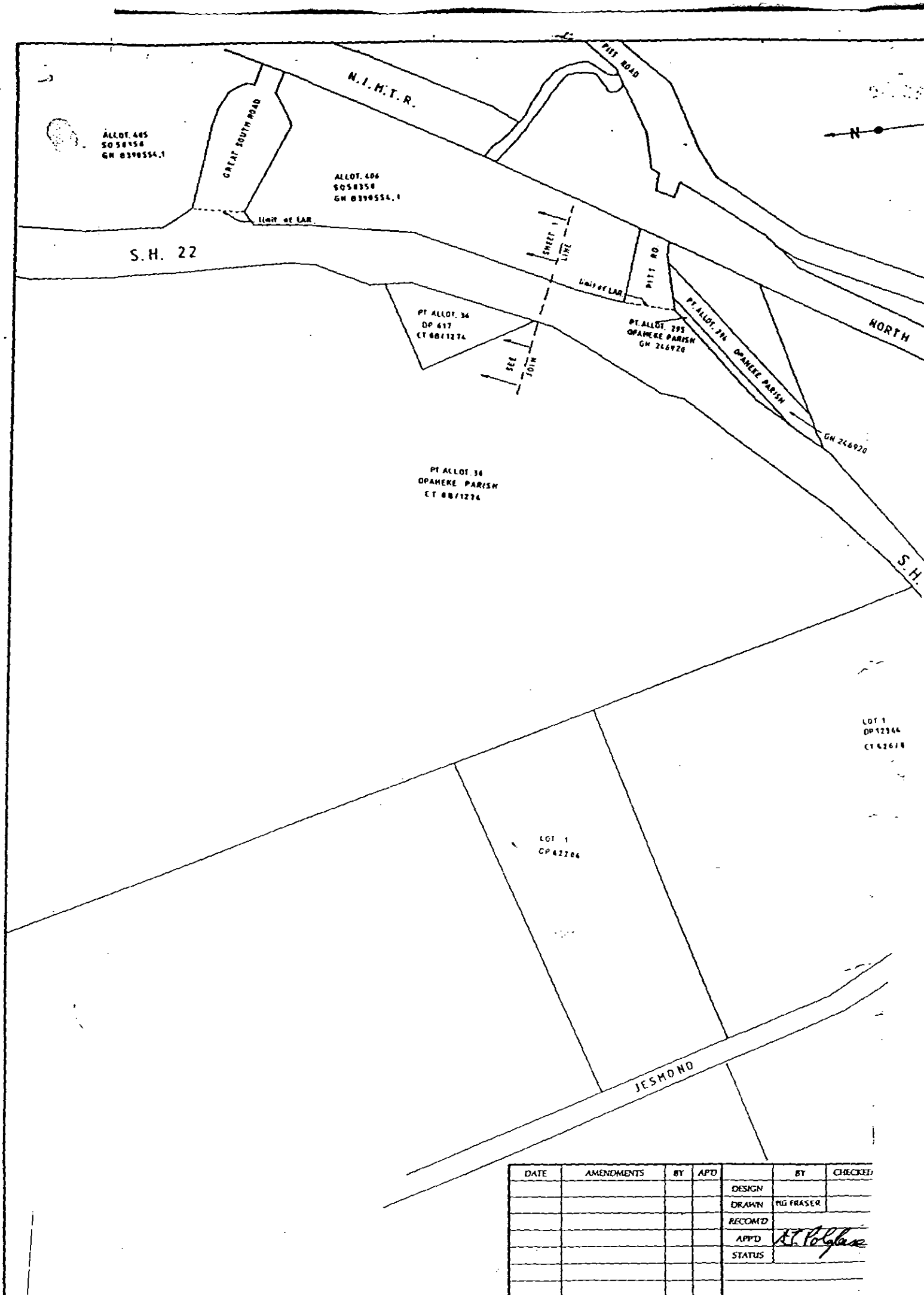
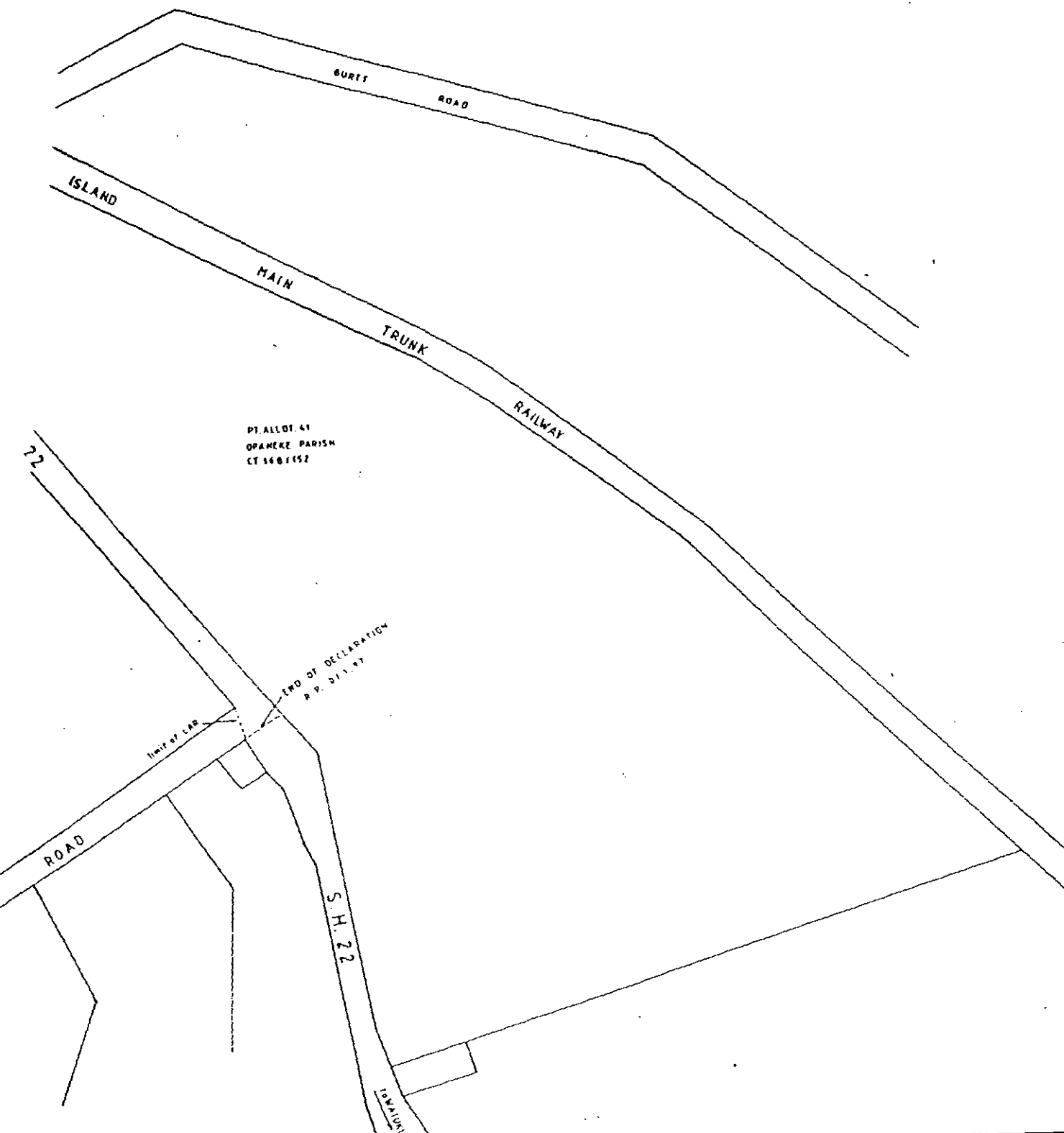


DIAGRAM
(N.T.S.)

DATE	AMENDMENTS	BY	APD	BY	CHECKED
				DESIGN	
				DRAWN	H.G. FRASER
				RECOMD	
				APPD	<i>R. Pollock</i>
				STATUS	



DATE	AMENDMENTS	BY	APD	BY	CHECKED
				DESIGN	
				DRAWN	MIC FRASER
				RECOMD	
				APPD	A. Polglase
				STATUS	



93		LOCAL AUTHORITY PAPA KURA DISTRICT COUNCIL		TITLE: LIMITED ACCESS ROAD DECLARATION STATE HIGHWAY 22 R.P. 0/0/00 - R.P. 0/1/97 ORURY BRIDGE - to JESMOND ROAD			
		NORTH AUCKLAND LAND DIST. OPAHEKE PARISH RECORD MAP R 12/13/03, ORURY VIII R 12/14/03, ORURY S. 6		GAZETTED L.A.R.		PLAN No L.A. 10/70/0	CODE SHEET 2 of 2
		SCALE: 1:2000		FILE: LAR 582		REVISION	

LAR 582.

Extract from *N.Z. Gazette*, 21 October 1993, No. 151, p. 3103

**Declaring State Highways to be Limited Access
Road State Highway 22: Drury Bridge to Jesmond
Road**

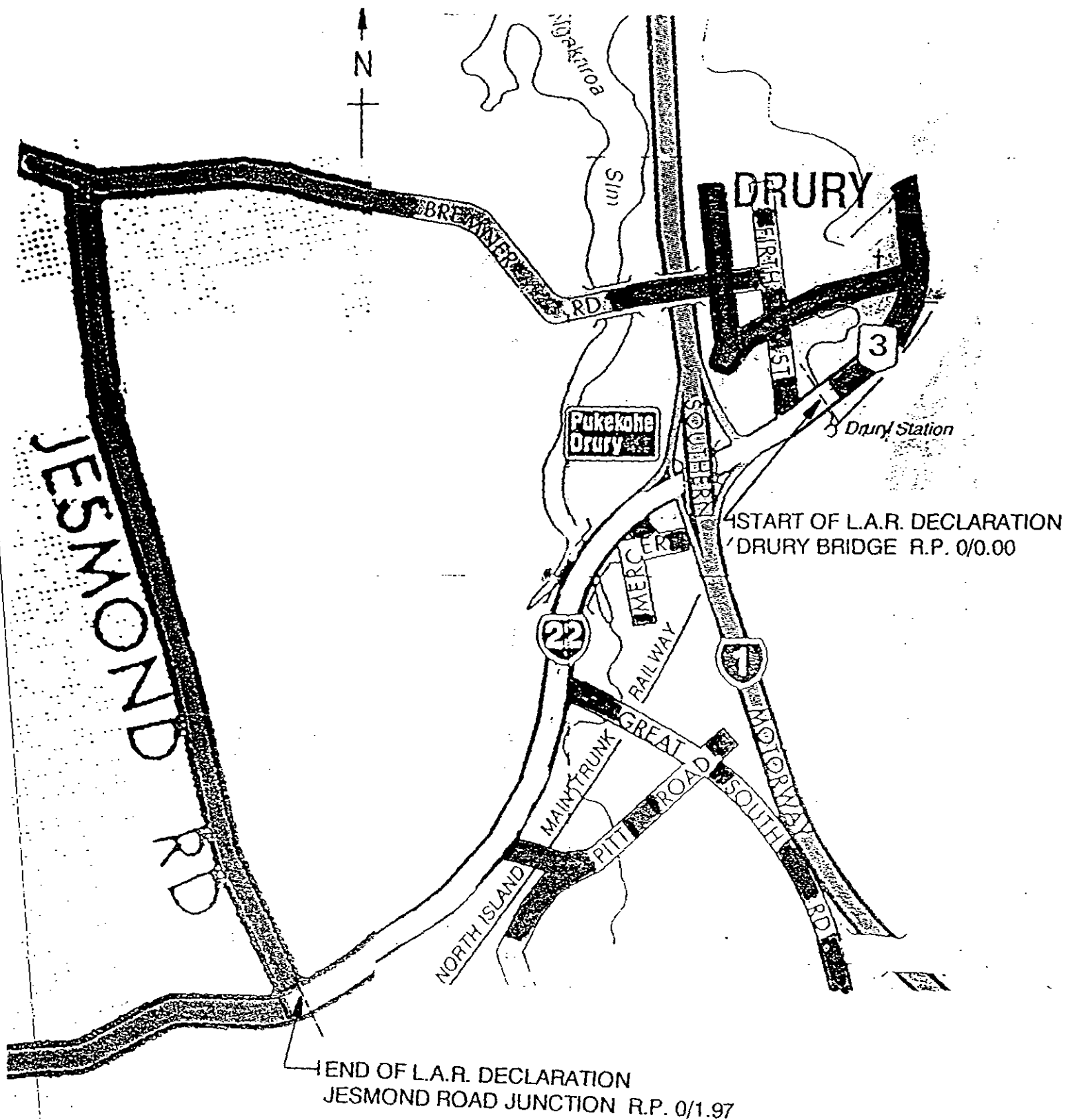
It is noted that Transit New Zealand by resolution dated 6 October 1993 and pursuant to section 88 (1) of the Transit New Zealand Act 1989, hereby declares that part of State Highway No. 22 from its junction with State Highway 1 at Drury Bridge (RP 0/0.00) in a generally westerly direction for a distance of approximately 1.97 km to its junction with Jesmond Road (RP 0/1.97) as more particularly shown on Sheet 7 of plan LA/10/70/0 held in the office of the Regional Manager Transit New Zealand Auckland and there available for public inspection to be a limited access road.

M. K. LAUDER, State Highways Manager.

au8970

LIMITED ACCESS ROAD DECLARATION

S.H. 22 DRURY BRIDGE to JESMOND ROAD



LOCALITY PLAN

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 1 of 7 Sheets

State Highway No. 22 : L.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
START OF LAR R.P. 0/0.00 to R.P. 0/1.97				
Nil	Access Denial Strip.	-	.Pt.Lot34 Sec.6 DRO35 & Pt.Allot 269 Opaheke Parish GN 125565 ✓	T.N.Z.
Nil	No existing entrance onto State Highway.(Allocated entrance only.)	1	Section 1 SO 65144 Gaz. 1991 p 3136	Papakura District Council (Recreation Reserve)
Nil	Access Denial Strip.	-	Pt. Allot 269 Opaheke Parish & Pt. Lots 50,51 & 52 Sec.7 D.R.O.35 GN 125565 ✓	T.N.Z.
Nil	No existing entrance onto State Highway.(Allocated entrance only.)	1	Section 1 SO 65144 Gaz 1991 p 3136	Papakura District Council (Recreation Reserve)
Nil	Access Denial Strip.	-	Pt. Lots 49,54 & 55 Sec.7 D.R.O. 35 GN 125565 ✓	T.N.Z.

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

**SCHEDULE FOR LIMITED ACCESS
ROAD DECLARATION**

Sheet 2 of 7 Sheets

State Highway No. 22 : L.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
STATE HIGHWAY 1 (AUCKLAND - HAMILTON MOTORWAY & OVERBRIDGE)				
Nil	No access required. (Taken for "Better Utilisation")	-	Pt. Lots 30,31,33 Sec. 8 D.R.O. 35 GN A105882 ✓	T.N.Z.
Nil	Legal Access from Mercer Street.	-	Allot. 404 Opaheke Parish GN B427469.1 ✓	Franklin District Council (Recreation Reserve)
VICTORIA CRESCENT (LEGAL ROAD - FORMED)				
Nil	Legal access from Victoria Crescent.	-	Pt. Allot. 38 Opaheke Parish DEEDS INDEX ✓ 11A/139	J. Runciman
Nil	Legal access from Mercer Street.	-	Section 1 SO 61999 Gaz. 1993 p1032	DOSLI Crown Lands
Nil	Legal access from Mercer Street.	-	Pt. Lot 10 Sec. 8 D.R.O. 35 GN C448254.2 ✓	DOSLI
Nil	Legal access from Mercer Street.(Stopped Road)	-	Section 1 SO 61999 Gaz 1993 p1032	DOSLI Crown Lands
Nil	Legal access from Mercer Street.	-	Lots 6,7,10,11 & Pt. Lots 3,4,5,8,12 & 13 Sec. 9 D.R.O. 35 GN C448254.2 ✓	DOSLI Crown Lands

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 3 of 7 Sheets

State Highway No. 22 : L.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
SWIFT STREET (LEGAL ROAD - NOT FORMED) JUNCTION NOT APPROVED				
Nil	Legal access from Swift Street.	-	Pt. Lots 4,5&8 Lots 6 & 7 Sec. 10 D.R.O. 35 GN B105079.2 ✓	T.N.Z.
Nil	Legal access from Great South Road.	-	Allot. 405 Opaheke Parish GN B390554.1 ✓	Papakura District Council (Recreation Reserve)
GREAT SOUTH ROAD (LEGAL ROAD - FORMED)				
Nil	Legal access from Great South Road.	-	Allot 406 Opaheke Parish GN B390554.1 ✓	Papakura District Council (Recreation Reserve)
PITT ROAD (LEGAL ROAD - FORMED)				
Nil	No access required. (Land taken for Road.)	-	PT. Allot. 295 Opaheke Parish GN 246920 ✓	T.N.Z.
Nil	No access required. (Land taken for Road.)	-	Pt. Allot. 294 Opaheke Parish GN 246920 ✓	T.N.Z.

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 4 of 7 Sheets

State Highway No. 22 : L.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
-	Access detailed on S.H.22 - Runciman to Tuakau - LAR Declaration. (Jesmond Road - Paerata Section - M.O.W. 16308)	-	Pt. Allot. 41 Opaheke Parish CT 16B/152 ✓	Parlour Farms Limited
END OF LAR - R.P. 0/1.97				

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 5 of 7 Sheets

State Highway No. 22 : R.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
START OF LAR R.P. 0/0.00 to R.P. 0/1.97				
Nil	Access Denial Strip (denying Lots 5 & 6 DP 77604 access onto State Highway)	-	Pt.Lots 31,32,33,35 Sec. 6 D.R.O. 35 GN 125565	T.N.Z.
FIRTH STREET (LEGAL ROAD - FORMED)				
Nil	Access Denial Strip (denying Lot 2 DP 130158 access onto State Highway)	-	Pt. Lot 1 DP 46659 GN 125565	T.N.Z.
Nil	Access Denial Strip (denying Allot. 339, Opaheke Parish access onto State Highway)	-	Stopped Govt. Road Gaz. 1975 p 236	T.N.Z.
Nil	Access Denial Strip (denying Lot 1 DP 138213 access onto State Highway)	-	Pt. Lots 47,48 Sec. 7 D.R.O. 35 GN 125565	T.N.Z.
Nil	Access Denial Strip (denying Allot.339, Opaheke Parish access on State Highway)	-	Stopped Govt. Road Gaz. 1975 p 236	T.N.Z.

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

**SCHEDULE FOR LIMITED ACCESS
ROAD DECLARATION**

Sheet 6 of 7 Sheets

State Highway No. 22 : R.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION
GAZETTE INFORMATION (not for publication)				
Access Details at: July 1993			Land in North Auckland Land Registration Dist.	Registered Proprietor
NO.	DESCRIPTION	TNZ REF*		
STATE HIGHWAY 1 (AUCKLAND - HAMILTON MOTORWAY - OVERBRIDGE)				
Nil	No access required.	-	Pt. Lot 20 Sec. 7 D.R.O. 35 ✓ GN B483802	T.N.Z.
STATE HIGHWAY 1 (AUCKLAND - HAMILTON MOTORWAY)				
Nil	No access required.	-	Pt. Lot 15 & Pt. Lots 35,36,37 Sec. 8 D.R.O. 35 ✓ GN A105882	T.N.Z.
Nil	Legal access from Bremner Road.	-	Allot. 390 Opaheke Parish GN B432859.1 ✓	Papakura District Council
Nil	No access required.	-	Pt. Lot 3 DP 55494 & Pt. Lots 8,9,11, 12,13 Sec. 8 D.R.O. 35 ✓ GN C476079.3	DOSLI (CROWN LAND)
Nil	No access required	-	Section 2 SO 61999 Gaz. 1993 p1032	DOSLI (CROWN LAND)
Nil	No access required.	-	Lots 17,18 & Pt. Lots 2,3,14,15,16 Sec. 9 D.R.O. 35 ✓ GN C476079.3	DOSLI (CROWN LAND)

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

Sheet 7 of 7 Sheets

State Highway No. 22 : R.H.S. From : Drury Bridge To : Jesmond Road				NOT FOR PUBLIC SCRUTINY OR PUBLICATION	
GAZETTE INFORMATION (not for publication)					
Access Details at: July 1993			Land in North Auckland Land Registration Dist.		Registered Proprietor
NO.	DESCRIPTION	TNZ REF*			
SWIFT STREET (LEGAL ROAD - NOT FORMED) JUNCTION NOT APPROVED					
Nil	No access required.	-	Lot 1 & & Pt. Lots 2 & 3 Sec. 10 D.R.O. 35 GN B105079.2 ✓	T.N.Z.	
Nil	No access required.	-	Pt. Tidal Lands Manukau Harbour GN C448254.2 ✓	DOSLI	
Nil	No existing access onto State Highway. (Allocated entrance only)	2	Pt. Allot. 36 Opaheke Parish CT 8B/1274	BREMNER; William Andrew Douglas New Zealand Guardian Trust	
Nil	No existing entrance onto State Highway (Allocated entrance only)	2	Pt. Allot 36 DP 617 CT 8B/1274	BREMNER; William Andrew Douglas New Zealand Guardian Trust	
Nil	No existing access on State Highway. (Allocated entrance only)	2	Pt. Allot. 36 Opaheke Parish CT 8B/1274	BREMNER; William Andrew Douglas New Zealand Guardian Trust	
Nil	No entrance onto State Highway.(Legal access from Jesmond Road.)	-	Lot 1 DP 12364 CT 426/8	HOSKING; Louise	
JESMOND ROAD (LEGAL ROAD - FORMED) END OF LAR R.P. 0/1.97					

* As shown on Plan No. LA 10/70/0 deposited in the office of Transit New Zealand at Auckland.



1.56 29.NOV93 C 544778

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR



GN 125565 ✓ (544778. C. 544778) under
GN A105882 ✓ Section 94(1) Transit Area
GN B427465.1 ✓ Section 14139 Section 14139 (Section 14139)
Deeds Index 11/139 Section 14139 (Section 14139)
GN C448284.2 ✓ (Section 14139 Section 14139)
GN B105079.2 ✓ to be limited access road
GN B390584.1 ✓ at
GN 246920 ✓
CT 168/152 ✓
GN B483802.1 ✓
GN B432889.1 ✓
GN C476079.3 ✓
CT. 88/1274 ✓
CT. 424/8 ✓

ACK

CP78364.3

COND

IN THE MATTER of Section 221 of the
Resource Management Act 1991

A N D

IN THE MATTER of a sub-division of an
estate of freehold in fee
simple in all that parcel of
land containing 63.880 ⁴⁰⁴
hectares more or less being
part Allotment 36 Parish of
Opaheke, part thereof being
more particularly shown in
Deposited Plan 627 and being
the residue of the land
comprised and described in
Certificate of Title Volume
8B Folio 1274 North Auckland
Registry SUBJECT TO Pipeline
Easement Certificate
A.302746 and to ~~Mortgage~~ ^{Water} *
* Supply Easement in ~~to 565373xxxxxx to xxxxxxxx~~
Transfer C318814.5 ~~Banking Corporation~~

BETWEEN

JOHN JOYCE and MARGARET
JOYCE both of Karaka,
Businesspersons

REGISTERED PROPRIETORS

A N D

THE PAPAKURA DISTRICT
COUNCIL

THE COUNCIL

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

THE PAPAKURA DISTRICT COUNCIL the Territorial Authority having
jurisdiction in respect of the above land HEREBY GIVES NOTICE
that subdivision consent to Plan 166291 is granted subject to
conditions to be complied with on a continuing basis as to all
Lots on the said Plan DP 166291 by the subdividing owners and by/
subsequent owners after the deposit of the said Plan.

THE CONDITIONS are:

1. Each building site shall be subject to specific investigation and design by a registered engineer experienced in on-site wastewater disposal systems at building consent application stage. Adequate separation from ground water and watercourses shall be provided.
2. The effluent disposal systems shall comply with the requirements of the Auckland Regional Council's current General Authorisation for Domestic Wastewater Disposal.

3. The wastewater disposal systems shall be constructed in accordance with the specifications submitted, under the supervision of a registered engineer experienced in on-site waste water disposal systems who shall certify in writing to the Council that the system has been installed in accordance with the specification.
4. Adequate stormwater drainage shall be provided to ensure surface run-off/water tank overflow/ground water does not affect the satisfactory performance of the effluent disposal systems.
5. Effluent disposal areas shall be located on ground above the 100 year flood level.
6. The designated reserve areas for effluent disposal shall be identified on the site plan at building consent stage.
7. Each building site shall be subject to specific investigation by a registered engineer experienced in geotechnical engineering at the building consent application stage in order to confirm foundation conditions.
8. All recommendations and conditions included in the geotechnical report by Earthtech Consulting Limited dated 27 January 1994 and the application letter by B. Foote & Associates dated 4 February 1994 shall be strictly adhered to.
9. No caveats or other encumbrances shall be placed on any title to prevent the use of the Lots for horticultural purposes.
10. The owners or occupiers of the Lots which are not proposed in the Auckland Regional Council water availability letter of 14 February 1994 as being provided with water from bores, shall have access to water and the right of extraction set out below:

T.MZ Lots 1 and 4 to share equal extraction rights of water from Dam ~~B~~ G

Lots 6 - 10 and 15 to have a sixth share of extraction rights for water from Dam B.

No person shall extract more than one-sixth of the volume at any one time unless it is with the written agreement of the other 5 owners. Such an agreement is to be on a yearly renewable basis.

Lots 6 - 10 and 15 may have storage ponds erected on them to obtain water from Dam B. Such storage ponds are not to exceed 8,000 cubic metres in storage capacity.

Easements to enable provision of water to each Lot in the manner set out above are to be provided as necessary on the Survey Plan and reserved and granted.

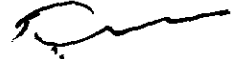
NOTE: Extraction from Dam B is only to occur in the months of April to September.

DATED at Papakura this 7TH day of AUGUST 1995.

.....
Principal Administrative
Officer

CA:083

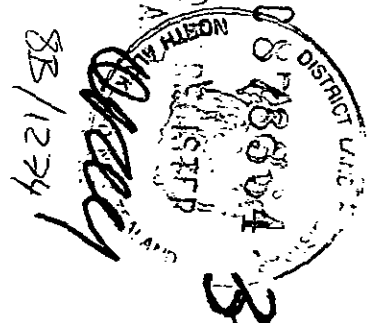
Correct for the purposes of the Land
Transfer Act



Solicitor for the Registered Proprietor

12.37 16.AUG95

PARTIALLY REGISTERED
LAND REGISTRATION ACT 1925
AS TO LAND IN ()



C 878364.7 EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

✓/We JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 95 under No. 166291 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 166291

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to Convey Water	12 ✓	J & AA	Lots 1, 4-11, 13 & 15	100D/684 - 695 (incl)
" "	11	BB CC DD	Lots 5-10 & 15	100D/686-692 (incl) 695
"	10	EE	Lots 5-9 & 15	100D/686-691 (incl) 695
"	8	FF	Lots 7-10 & 15	100D/688-691, (incl) 695
"	8	HH Q II	Lots 9 & 10	100D/689, 690, 691
"	7	GG	Lots 8-10 & 15	100D/688-691, (incl) 695
"	10	JJ	Lot 9	100D/690, 691
"	15	QQ	Lots 7-10	100D/688-691, (incl) 695
"	6	MM E NN PP	Lots 7-10	100D/687-691 (incl)
"	12 ✓	KK	Lots 1, 4 & 13	100D/684, 685, 693, 694
"	13	LL	Lots 1 & 4	100D/684, 685, 694
"	1	SS A TT	Lot 4	100D/684, 685
Right to Store Water	1	RR	Lot 4	100D/684, 685
"	15	Y V Z	Lots 6 - 10	100D/687-691 (incl) 695
"	6	X	Lots 7 - 10 & 15	100D/687-691 (incl) 695

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

1. Rights and powers: The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 shall apply.
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

A. RIGHTS TO CONVEY WATER FROM PUMP AND BORE ON LOT 12

(a) The water supply is sourced at the pump and bore situated on Lot 12, and leads to the other Lots through a water supply system consisting of pipes under and through the easement areas defined in the Schedule.

(b) No owner of any Lot shall use any water from the supply for any purpose except such reasonable quantities as are necessary for watering livestock and/or watering any domestic garden adjacent to a dwelling, and in particular shall not use any water for horticulture or personal residential use.

(c) The registered proprietor of Lot 12 shall be responsible for maintaining the pump and bore, and the supply of electric power thereto, in good working order and condition, and for the administration of the water supply including the reading of meters, keeping records, payment of accounts, and invoicing individual registered proprietors for their share of the costs.

(d) The costs of maintenance, repair and replacement of the pump and bore and electrical supply thereto, including all associated fixtures and fittings, shall be paid by all the registered proprietors of all the Lots drawing water therefrom in proportion to their usage of water as measured by the water meters placed in the water pipelines servicing individual Lots, and they shall also pay the cost of electricity in the same proportions.

(e) Registered proprietors of individual Lots shall be responsible for repairing and maintaining the water pipelines, including joints and other fittings, as may be situated on the Lot or Lots owned by them, and shall at all times ensure that water flow to the other Lots is not blocked or impeded and shall repair any leakage or damage to the water supply system immediately any such leakage or damage occurs on his/her/their individual Lot or Lots PROVIDED THAT where any such repair is necessitated by fair wear and tear, then the cost thereof shall be borne by all the registered proprietors as may use the water supply system, calculated according to usage as aforesaid.

B. RIGHTS TO CONVEY WATER FROM DAMS ON LOTS 1, 6 and 15

(a) Individual registered proprietors having these rights shall be responsible for the installation, maintenance and repair of their own water supply systems including any pipelines and/or pumps in on or under the easement areas defined in the Schedule and shall use such quantities as are reasonable having regard to the quantities available and the rights of other users and shall obtain any water rights as may be necessary under the Resource Management Act or its statutory equivalent. **AND** shall comply with the registered Consent Notice Under Section 221 Resource Management Act 1991 dated 7th August 1995 whereunder (inter alia) Lots 1 & 4 are to share equal extraction rights from the dam on Lot 1 and Lots 6 - 10 & 15 are each to have a sixth share of extraction rights for water from the dam on Lots 6 & 15.

~~2. To the extent of any inconsistency or conflict between the provisions of clause 2(B) hereof and the provisions of the above easements:~~

3. RIGHT TO STORE WATER

Individual registered proprietors defined in the Schedule as having these rights shall have the right to have such water as naturally accumulates stored and kept for their use in and behind the dams on and in the defined easement areas specified in the Schedule, such water to be available for their reasonable use pursuant to clause 2(B) hereof PROVIDED THAT the registered proprietors of the servient tenements on which the dams are situated shall have no obligation to maintain any particular quantity or level of water and the quantities of water available shall be solely dependent on natural accumulation.

Dated this 1st day of August 19 95

Signed by the above-named

JOHN JOYCE & MARGARET JOYCE



in the presence of

Witness 

Occupation


Address G.H. FLEMING
SOLICITOR
AUCKLAND

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act

*The within easements, when
created, will be subject to
Section 243(a) Resource Management
Act 1991.*


Solicitor for the registered proprietor


ALR

McVeagh Fleming
Solicitors
MANUREWA

12.37 16.AUG95 C878364-7
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REG. CLERK
1003/684-7
695

D478453.2 X

Our Ref:

In reply please quote:
Caveat D478453.2



17 February 2000

AJ and JC Joyce
c/o Stephen Temm
Solicitor
1st Floor
AMP Building
Cnr Wood and East Street
PAPAKURA

TAKE NOTICE that a Caveat D478453.2 (copy attached) has been lodged with
me by JOHN JOYCE and MARGARET JOYCE

Queries regarding this document should be directed to the address for
service of the Caveator which is highlighted on the attached copy.

A handwritten signature in black ink, appearing to be "Dallan", written in a cursive style.

for Registrar-General of Land

enc

Auckland Regional Office
Price Waterhouse Bldg
41 Federal Street
Private Bag 92016
Auckland
New Zealand
Tel 64-09-377-1499
Fax 64-09-358-5072
Internet
<http://www.linz.govt.nz>

CAVEAT

[Caveat forbidding registration of
dealing with Estate or Interest]

Land Transfer Act 1952

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

Land Registration District

North Auckland

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

100D

693

All

Caveator Surnames must be underlined

JOHN JOYCE and MARGARET JOYCE

Estate or Interest claimed

See Estate as Mortgagee under a Memorandum of Mortgage dated 11th day of February 2000
executed by ANTHONY JOSEPH JOYCE and JENNIFER CATHERINE JOYCE as Mortgagors, in
their capacity as Registered Proprietors of Certificate of Title 100D/693.

Notice Clause

Take notice that the above-named Caveator forbids the registration of any memorandum of transfer or other instrument
affecting the said land until this caveat is withdrawn by me, or by order of the High Court, or until the same has lapsed under
the provisions in that regard contained in Section 145 of the Land Transfer Act 1952.

Place where notices may be served



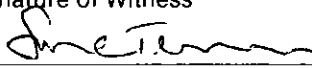
The offices of Stephen Temm, Solicitor, 1st Floor, AMP Building, Cnr Wood and East
Streets, Papakura (P.O. Box 1053 Papakura).

Address for service of Registered Proprietor

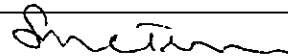
The offices of Stephen Temm, Solicitor, 1st Floor, AMP Building, Cnr Wood and East
Street, Papakura (P.O. Box 1053 Papakura).

Dated this — 11th — day of February 19~~9~~2000

Attestation

 	Signed in my presence by the Caveator
	Signature of Witness 
	Witness to complete in BLOCK letters below (unless typewritten or legibly stamped)
	Witness name STEPHEN MATTHEW CAMERON TEMM
	Occupation SOLICITOR
	Address PAPAKURA
Signature, or common seal of Caveator	

Certified correct for the purposes of the Land Transfer Act 1952



Solicitor for the Caveator

Approved by Registrar-General
of Land under No. 1996/6016

CAVEAT

[Caveat forbidding registration of dealing with Estate or Interest]

Land Transfer Act 1952

Law Firm Acting

STEPHEN TEMM
SOLICITOR
PAPAKURA

Auckland District Law Society
REF: 4190

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



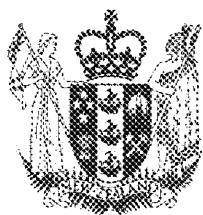
3.15 14.FEB00 D 478453

PARTICULARS ENTERED IN REGISTRE
LAND REGISTRY NORTH
for REGISTRATION GENERAL OF LAND

LINZ COP

29.1

REGISTRAR-GENERAL OF LAND



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



Identifier **65179**
Land Registration District **North Auckland**
Date Issued 06 March 2003

Prior References

NA120B/519

Estate	Fee Simple
Area	9079 square metres more or less
Legal Description	Lot 5 Deposited Plan 316704

Registered Owners

Rodney James Lalich and Jessica Anne Lalich

Interests

Subject to a gas pipeline right (in gross) over part marked W, AD & AF on DP 316704 in favour of The Natural Gas Corporation of New Zealand Limited See pipeline easement A302746

C878364.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 16.8.1995 at 12.37 pm (affects part)

Appurtenant hereto are water and water store rights specified in Easement Certificate C878364.7 - 16.8.1995 at 12.37 pm

The easements specified in Easement Certificate C878364.7 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer C892866.1

Appurtenant hereto are rights of way and rights to drain water, convey electricity and telecommunications rights specified in Easement Certificate D317009.4 - 2.10.1998 at 3.09 pm

Some of the easements specified in Easement Certificate D317009.4 are subject to Section 243 (a) Resource Management Act 1991

5510439.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 6.3.2003 at 9:00 am

Subject to a right to convey water marked V, AD & AE on DP 316704 created by Easement Instrument 5510439.5 - 6.3.2003 at 9:00 am

Appurtenant hereto are rights to draw, convey, store and drain water created by Easement Instrument 5510439.5 - 6.3.2003 at 9:00 am

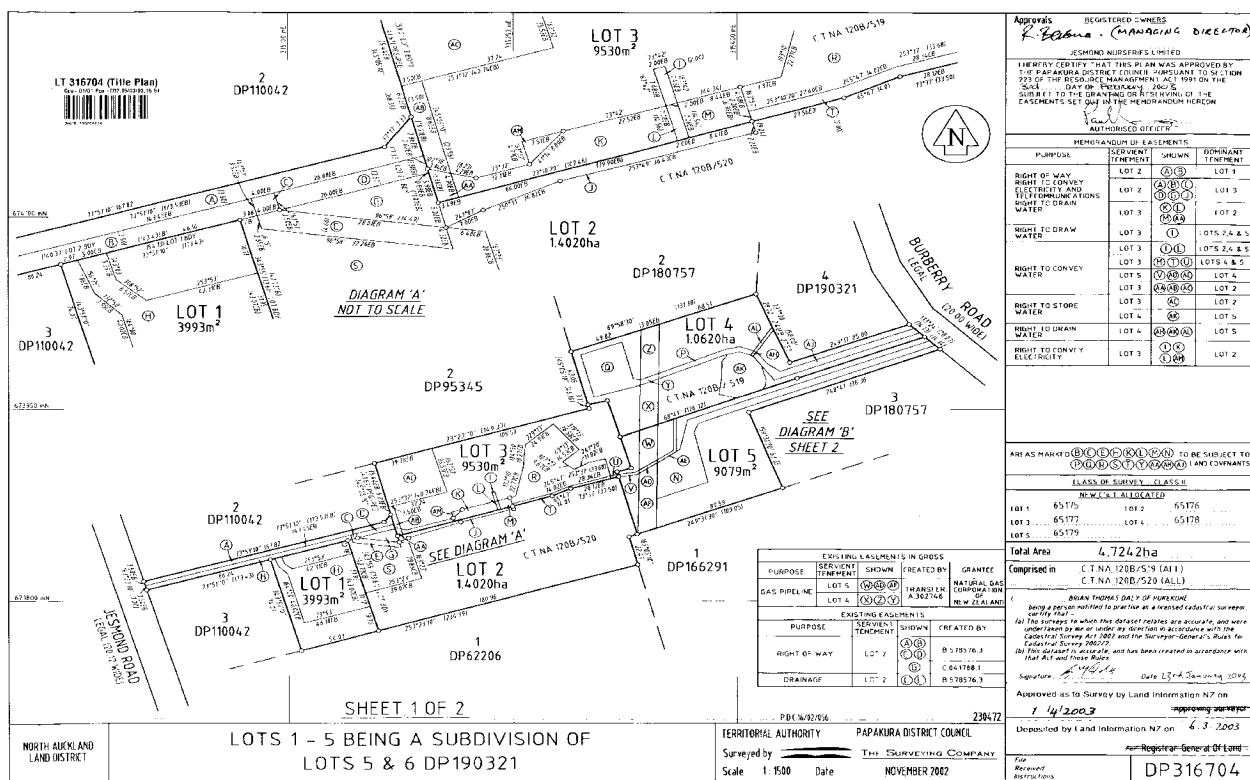
The easements created by Easement Instrument 5510439.5 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer 5617387.2 - 11.6.2003 at 9:00 am

9575055.1 Variation of Consent Notice 5510439.2 pursuant to Section 221(5) Resource Management Act 1991 - 14.2.2014 at 10:22 am

9575055.3 Mortgage to Bank of New Zealand - 14.2.2014 at 10:22 am

10269663.1 Variation of Mortgage 9575055.3 - 3.12.2015 at 2:24 pm





IN THE MATTER OF

BETWEEN

AND

Section 221 of the Resource
Management Act 1991

JESMOND NURSERIES LTD

Registered Proprietors

THE PAPAKURA DISTRICT
COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lots 1-5 on Deposited Plan 316704

THE PAPAKURA DISTRICT COUNCIL [the Territorial Authority] having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following condition being registered against the Certificate of Title of Lot 1 - 5 and complied with as follows:

That the land transfer plan show a residential curtilage area in the form of a land covenant for Lots 1 - 5 and be limited to no more than 2000m².

Future residential buildings, residential ancillary buildings, garages and gardens shall be restricted to the curtilage area that is registered on the title.

THE PAPAKURA DISTRICT COUNCIL [the Territorial Authority] having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following conditions being registered against the Certificate of Title of Lot 1, 2, 4 and 5 and complied with as follows:

That the recommendations and information contained in the geotechnical investigation report prepared by Tilsley Associates Consulting Engineers and Environmental Consultants dated 15 August 2002 be strictly adhered to and all works are to be carried out accordingly.

That the sewerage system to service any future building development shall be designed by a Registered Engineer experienced in on-site disposal systems and shall be in accordance with the recommendations of the Geotechnical Report prepared by Tilsley Associates Consulting Engineers and Environmental Consultants dated 15 August 2002. This design may be completed at the time of Building Consent application.

Dated at Papakura this 28th day of February 2003

Paul Sousa, Principal Planner
Authorised Officer

CP78364.3

COND

IN THE MATTER of Section 221 of the
Resource Management Act 1991

A N D

IN THE MATTER of a sub-division of an
estate of freehold in fee
simple in all that parcel of
land containing 63.880 ⁴⁰⁴
hectares more or less being
part Allotment 36 Parish of
Opaheke, part thereof being
more particularly shown in
Deposited Plan 627 and being
the residue of the land
comprised and described in
Certificate of Title Volume
8B Folio 1274 North Auckland
Registry SUBJECT TO Pipeline
Easement Certificate
A.302746 and to ~~Mortgage~~ ^{Water} *
* Supply Easement in
Transfer C318814.5 ~~to 565373xxxxxx to xxxxxxxx~~
~~Banking Corporation~~

BETWEEN

JOHN JOYCE and MARGARET
JOYCE both of Karaka,
Businesspersons

REGISTERED PROPRIETORS

A N D

THE PAPAKURA DISTRICT
COUNCIL

THE COUNCIL

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

THE PAPAKURA DISTRICT COUNCIL the Territorial Authority having
jurisdiction in respect of the above land HEREBY GIVES NOTICE
that subdivision consent to Plan 166291 is granted subject to
conditions to be complied with on a continuing basis as to all
Lots on the said Plan DP 166291 by the subdividing owners and by/
subsequent owners after the deposit of the said Plan.

THE CONDITIONS are:

1. Each building site shall be subject to specific investigation and design by a registered engineer experienced in on-site wastewater disposal systems at building consent application stage. Adequate separation from ground water and watercourses shall be provided.
2. The effluent disposal systems shall comply with the requirements of the Auckland Regional Council's current General Authorisation for Domestic Wastewater Disposal.

3. The wastewater disposal systems shall be constructed in accordance with the specifications submitted, under the supervision of a registered engineer experienced in on-site waste water disposal systems who shall certify in writing to the Council that the system has been installed in accordance with the specification.
4. Adequate stormwater drainage shall be provided to ensure surface run-off/water tank overflow/ground water does not affect the satisfactory performance of the effluent disposal systems.
5. Effluent disposal areas shall be located on ground above the 100 year flood level.
6. The designated reserve areas for effluent disposal shall be identified on the site plan at building consent stage.
7. Each building site shall be subject to specific investigation by a registered engineer experienced in geotechnical engineering at the building consent application stage in order to confirm foundation conditions.
8. All recommendations and conditions included in the geotechnical report by Earthtech Consulting Limited dated 27 January 1994 and the application letter by B. Foote & Associates dated 4 February 1994 shall be strictly adhered to.
9. No caveats or other encumbrances shall be placed on any title to prevent the use of the Lots for horticultural purposes.
10. The owners or occupiers of the Lots which are not proposed in the Auckland Regional Council water availability letter of 14 February 1994 as being provided with water from bores, shall have access to water and the right of extraction set out below:

T.MZ Lots 1 and 4 to share equal extraction rights of water from Dam ~~B~~ G

Lots 6 - 10 and 15 to have a sixth share of extraction rights for water from Dam B.

No person shall extract more than one-sixth of the volume at any one time unless it is with the written agreement of the other 5 owners. Such an agreement is to be on a yearly renewable basis.

Lots 6 - 10 and 15 may have storage ponds erected on them to obtain water from Dam B. Such storage ponds are not to exceed 8,000 cubic metres in storage capacity.

Easements to enable provision of water to each Lot in the manner set out above are to be provided as necessary on the Survey Plan and reserved and granted.

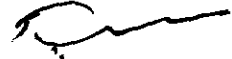
NOTE: Extraction from Dam B is only to occur in the months of April to September.

DATED at Papakura this 7TH day of AUGUST 1995.

.....
Principal Administrative
Officer

CA:083

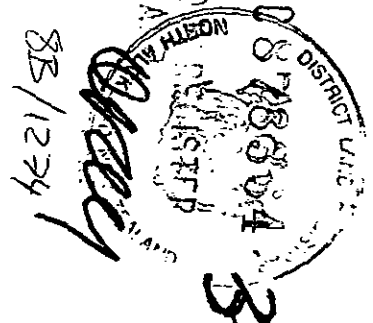
Correct for the purposes of the Land
Transfer Act



Solicitor for the Registered Proprietor

12.37 16.AUG95

PARTIALLY REGISTERED
LAND REGISTRATION ACT 1925
AS TO LAND IN



PIPELINE EASEMENT CERTIFICATE

Under Section 70 of the Petroleum Act 1937

Pursuant to the provisions of the Petroleum Act 1937 (in this certificate referred to as the Act), the Minister of Mines hereby certifies that a pipeline (as defined in section 49 of the Act) is authorised to pass on, over, or through the land described in the First Schedule hereto (in this certificate referred to as the said land) upon the following terms and conditions:

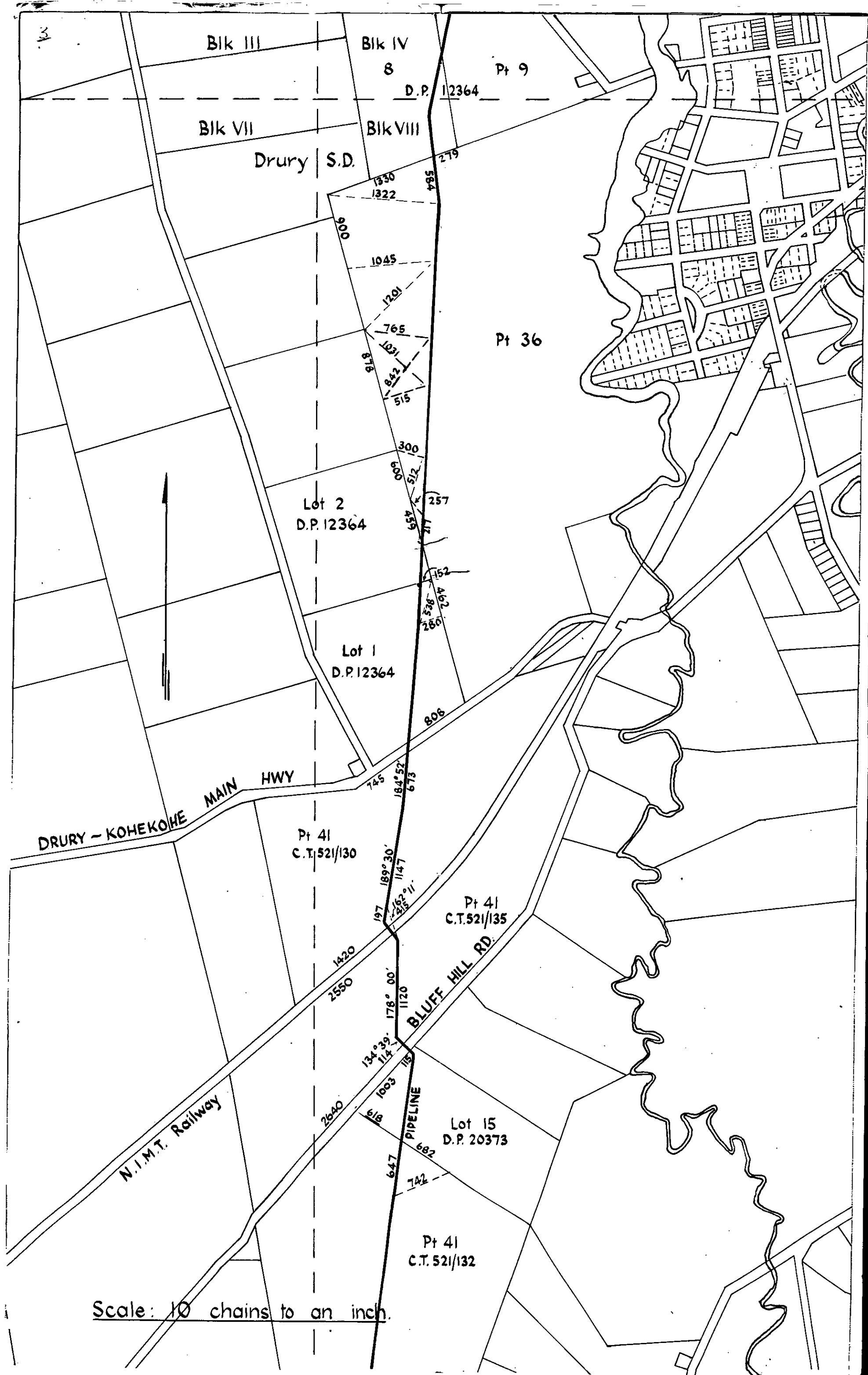
1. The owner of the pipeline is the Natural Gas Corporation of New Zealand.
2. The owner of the pipeline shall comply with the provisions of the Act and the regulations in force thereunder.
3. The pipeline shall be placed along the line delineated on the plan annexed hereto and coloured red or marked "Pipeline".
4. Upon the issue of this certificate, the owner of the pipeline shall have the right of entry on the said land pursuant to subsection (6) of section 70 of the Act for the purpose of exercising the rights conferred on him by the Act and any regulations made thereunder and by his pipeline authorisation.
5. For the purposes of subsection (3) of section 70 of the Act, this certificate shall apply to the land extending for 20 ft (being not more than 30 ft) on either side of the pipeline (in this certificate referred to as the said strip) and the owner of the pipeline shall have the right at any time after the issue hereof to remove from the said strip all cultivated or natural vegetation including trees and shrubs.
6. The owner or occupier of the land shall have the right to use the same (except for such use as may be reasonably held to interfere with the enjoyment of the rights of the owner of the pipeline hereunder or under the Act or under his authorisation) but shall not erect any building, construction, or fence or plant any tree or shrub on the said strip, disturb the soil of the said strip below a depth of 15 in. from the surface or do anything which would or could damage or endanger the pipeline without the consent of the owner of the pipeline being first obtained. Any such consent shall not be unreasonably withheld.
7. Where the pipeline is below the surface of the ground, the owner of the pipeline shall bury it so that it will not interfere with the ordinary cultivation of the said land and in so doing or in maintaining, repairing, renewing, changing, or removing the pipeline he shall cause as little damage as possible to the surface of the said land.
8. The owner of the pipeline will restore or pay to the owner or occupier of the said land the cost of restoring the surface of the said land as nearly as possible to its former condition or state.
9. Such of the rights, easements, or obligations hereinbefore recited or referred to which place a burden on the said land or on the owner or occupier of the said land shall be binding on him the said owner or occupier his successors, executors, administrators, and assigns and such of them as place a burden on the owner of the pipeline shall be binding on him, his successors, executors, administrators, and assigns.

FIRST SCHEDULE

Description of Land	Area	Certificate of Title	
		Vol.	Folio
Part Allotment 36, Opaheke Parish	2a. 3.r. 10p.	8B	1274
Part Lot 2, D.P.12364	1r. 5p.	420	226 ✓
Part Lot 1, D.P.12364	1a. 0r. 15p.	426	8 ✓
Part Drury-Kohekohe Main Highway	10p.		
Part Allotment 41, Opaheke Parish	1a. 0r. 35p.	521	130 ✓
Part Railway Land	10p.		
Part Allotment 41, Opaheke Parish	3r. 10p.	521	135 ✓
Part Bluff Hill Road	10p.		
Part Lot 15, D.P.20373	2r. 20p.	608	188 ✓

Dated at Wellington this 16th day of July 1968

Signed by THOMAS DANIEL CLIFFORD,
Assistant Under-Secretary (A), Mines Department,
under powers delegated to him by the Minister of
Mines under the provisions of section 4 of the
Petroleum Amendment Act 1965, and not revoked
at the date of signing.



A302746

PIPELINE EASEMENT CERTIFICATE

under section 70 of the Petroleum Act 1937

Correct for the purposes of the
Land Transfer Act

Mani Kua

Solicitor for the Owner of the Pipeline.

168/152

Particulars entered in the Register Book

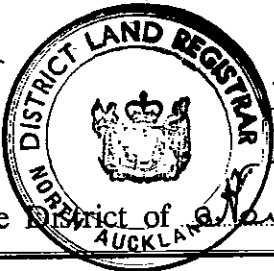
Vol. 420/226 Folio 426/8

521/130 521/135 608/188

88/1274

the 30th July 1968

at 9.0 o'clock



sc. W. H. H. H. H.
District Land Registrar
Assistant

of the District of *South Auckland*

District Land Registrar:

Please register this Certificate only
against the titles referred to therein.

Mani Kua

B.980986.1 Variation of within Pipeline
Certificate - 19.4.1989 at 10.38 o'clock

affects CT. 190/1624

[Signature]
A.L.R.

B.989699.1 Variation of the within certificate - 8.5.1989
at 11.56 o'clock *affects CT 168/152*

[Signature]
A.L.R.

C.002985.1 Variation of terms of within
certificate - 13.6.1989 at 10.15 oc. (affects
C.T.426/8 only)

[Signature]
A.L.R.

20/10/1968
88/1274
17/11/1968
422723
Abt 7974

LAND & DEEDS
Nature: <i>Easement</i>
Firm: <i>MANI KUA</i>
30 JUL 1968
Time: <i>9</i>
Fee: <i>/</i>
Abstract No. <i>6609</i>
Department of Mines

LAND & DEEDS
Nature: <i>FURTHER</i>
Firm: <i>M.O.W.</i>
5 SEP 1968
Time: <i>2.20</i>
Fee: <i>2.00</i>
Abstract No. <i>8900</i>



C 878364.7 EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

✓/We JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 95 under No. 166291 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 166291

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to Convey Water	12 ✓	J & AA	Lots 1, 4-11, 13 & 15	100D/684 - 695 (incl)
" "	11	BB CC DD	Lots 5-10 & 15	100D/686-692 (incl) 695
"	10	EE	Lots 5-9 & 15	100D/686-691 (incl) 695
"	8	FF	Lots 7-10 & 15	100D/688-691, (incl) 695
"	8	HH Q II	Lots 9 & 10	100D/689, 690, 691
"	7	GG	Lots 8-10 & 15	100D/688-691, (incl) 695
"	10	JJ	Lot 9	100D/690, 691
"	15	QQ	Lots 7-10	100D/688-691, (incl) 695
"	6	MM E NN PP	Lots 7-10	100D/687-691 (incl)
"	12 ✓	KK	Lots 1, 4 & 13	100D/684, 685, 693, 694
"	13	LL	Lots 1 & 4	100D/684, 685, 694
"	1	SS A TT	Lot 4	100D/684, 685
Right to Store Water	1	RR	Lot 4	100D/684, 685
"	15	Y V Z	Lots 6 - 10	100D/687-691 (incl) 695
"	6	X	Lots 7 - 10 & 15	100D/687-691 (incl) 695

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

1. Rights and powers: The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 shall apply.
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

A. RIGHTS TO CONVEY WATER FROM PUMP AND BORE ON LOT 12

(a) The water supply is sourced at the pump and bore situated on Lot 12, and leads to the other Lots through a water supply system consisting of pipes under and through the easement areas defined in the Schedule.

(b) No owner of any Lot shall use any water from the supply for any purpose except such reasonable quantities as are necessary for watering livestock and/or watering any domestic garden adjacent to a dwelling, and in particular shall not use any water for horticulture or personal residential use.

(c) The registered proprietor of Lot 12 shall be responsible for maintaining the pump and bore, and the supply of electric power thereto, in good working order and condition, and for the administration of the water supply including the reading of meters, keeping records, payment of accounts, and invoicing individual registered proprietors for their share of the costs.

(d) The costs of maintenance, repair and replacement of the pump and bore and electrical supply thereto, including all associated fixtures and fittings, shall be paid by all the registered proprietors of all the Lots drawing water therefrom in proportion to their usage of water as measured by the water meters placed in the water pipelines servicing individual Lots, and they shall also pay the cost of electricity in the same proportions.

(e) Registered proprietors of individual Lots shall be responsible for repairing and maintaining the water pipelines, including joints and other fittings, as may be situated on the Lot or Lots owned by them, and shall at all times ensure that water flow to the other Lots is not blocked or impeded and shall repair any leakage or damage to the water supply system immediately any such leakage or damage occurs on his/her/their individual Lot or Lots PROVIDED THAT where any such repair is necessitated by fair wear and tear, then the cost thereof shall be borne by all the registered proprietors as may use the water supply system, calculated according to usage as aforesaid.

B. RIGHTS TO CONVEY WATER FROM DAMS ON LOTS 1, 6 and 15

(a) Individual registered proprietors having these rights shall be responsible for the installation, maintenance and repair of their own water supply systems including any pipelines and/or pumps in on or under the easement areas defined in the Schedule and shall use such quantities as are reasonable having regard to the quantities available and the rights of other users and shall obtain any water rights as may be necessary under the Resource Management Act or its statutory equivalent. AND shall comply with the registered Consent Notice Under Section 221 Resource Management Act 1991 dated 7th August 1995 whereunder (inter alia) Lots 1 & 4 are to share equal extraction rights from the dam on Lot 1 and Lots 6 - 10 & 15 are each to have a sixth share of extraction rights for water from the dam on Lots 6 & 15.

~~2. To not, and not to permit or suffer, to be used for any purpose other than the above purposes.~~


3. RIGHT TO STORE WATER

Individual registered proprietors defined in the Schedule as having these rights shall have the right to have such water as naturally accumulates stored and kept for their use in and behind the dams on and in the defined easement areas specified in the Schedule, such water to be available for their reasonable use pursuant to clause 2(B) hereof PROVIDED THAT the registered proprietors of the servient tenements on which the dams are situated shall have no obligation to maintain any particular quantity or level of water and the quantities of water available shall be solely dependent on natural accumulation.

Dated this 1st day of August 19 95

Signed by the above-named

JOHN JOYCE & MARGARET JOYCE



in the presence of

Witness 

Occupation

Address **G.H. FLEMING**


**SOLICITOR
AUCKLAND**

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act

*The within easements, when
created, will be subject to
Section 243(a) Resource Management
Act 1991.*


Solicitor for the registered proprietor


ALR

McVeagh Fleming
Solicitors
MANUREWA

12.37 16.AUG95 C878364-7
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REG. CLERK
1003/684-7
695

D317009.4EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

/We JESMOND NURSERIES LIMITED

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland
 on the day of 19 under No. 190321
 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 190321

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	/ Lot 5	K, L, and M	Lot 6	120B/520
	/ Lot 6	A, B, C, D, G & J	Lot 5	120B/519
Right to Drain Water	/ Lot 4	H	Lot 5	120B/519
	Lot 6	A	Lot 5	120B/519
Right to convey electricity & communications	/ Lot 6	B, C and D	Lot 5	120B/519
Right to convey water	Lot 5	I & L	Lot 6	120B/520

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

1. Rights and powers: Seventh schedule to the Land Transfer Act 1952

Annexure Schedule

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

Easement Certificate

Dated 16th Sept 1998

Page 4 of 6 Pages

Continuation

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY ELECTRICITY AND TELECOMMUNICATIONS:

As to that part of the lands marked "B", "C" and "D" on DP 190321

- (1) The right to convey electricity, gas and telecommunications referred to herein shall be the right for the dominant tenement at all times to maintain electric power and telecommunications connections through over or under the area defined with any other person lawfully entitled so to do and for that purpose to lay and erect conduits, cables, pipes, wires, poles, and accessories with the right for the registered proprietors for the time being of the dominant tenement with or without servants agents workmen and with all necessary tools plant and equipment to enter upon the servient tenement for the purpose of installing laying erecting maintaining and repairing the said conduits, cables, pipes, wires, poles, and accessories **PROVIDED THAT** as little damage as possible shall be caused to the servient tenement and the surface thereof shall be restored as nearly as possible to its former state and condition **AND PROVIDED THAT** the laying erecting renewing and repairing of such conduits, cables, pipes, wires, poles, and accessories shall be carried out in such a way that as little inconvenience as possible is caused to the occupiers of the servient tenement.
- (2) All differences and disputes which shall arise between the parties hereto or their successors in title or any of them touching or concerning the easements hereby created or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to arbitration by a single arbitrator in accordance with the Arbitration Act 1996 or any amendment thereto or re-enactment thereof for the time being in force.
- (3) Any costs (not borne by an Energy Company, Telecommunications Company, or other Authority) of installing laying erecting renewing altering or repairing such parts of the conduits, cables, pipes, wires, poles, and accessories as are used in common by the registered proprietors of any of the said pieces of land entitled to use such conduits, cables, pipes, wires, poles, and accessories shall be borne in equal shares by such of the registered proprietors as use such common part **PROVIDED THAT** if any of the said pieces of land or any part thereof entitled to use such conduits, cables, pipes, wires, poles, and accessories are subdivided the basis of contribution to any of such costs shall thereupon be varied so that thenceforth the registered proprietors of every separate lot or piece of land that use such common parts shall contribute equally to such costs **PROVIDED THAT** if any damage is caused or any repair is necessary to the said conduits, cables, pipes, wires, poles, or accessories through the act or neglect of any particular one or more of the registered proprietors of any of the said pieces of land entitled to use such conduits, cables pipes, wires, poles, and accessories or any part thereof or their servants tenants agents workmen licensees or invitees the cost of making good such damage or of such repairs shall be borne entirely by that particular registered proprietor or those particular

(continued on page 5 annexure schedule)

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

J.B. J.B.

Annexure Schedule

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

Easement Certificate

Dated 16th September 1998

Page 5 of 6 Pages

Continuation

registered proprietors who shall carry out the work necessary to make good such damage or do such repair within seven days after being requested so to do in writing by any party or parties not in default and if the party in default fails to make good such damage or to carry out such repairs then such making good or repairs may be done by the party or parties giving such notice who may recover the cost thereof from the party in default together with interest thereon at the prescribed rate for interest on money under the Judicature Act 1908 or any amendment thereto or re-enactment thereof for the time being in force. Such interest to be calculated from the date of payment of the costs by the party giving notice.

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY WATER AND DRAIN WATER:

As to that part of the lands marked "A", "H", "I" and "L" on DP 190321

- (1) All differences and disputes which shall arise between the parties hereto or their successors in title or any of them touching or concerning the easements hereby created or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to arbitration by a single arbitrator in accordance with the Arbitration Act 1996 or any amendment thereto or re-enactment thereof for the time being in force.
- (2) Any costs (not borne by a local, territorial, or other Authority) of installing laying erecting renewing altering or repairing such parts of the conduits, pipes, and accessories as are used in common by the registered proprietors of any of the said pieces of land entitled to use such conduits, pipes, and accessories shall be borne in equal shares by such of the registered proprietors as use such common part **PROVIDED THAT** if any of the said pieces of land or any part thereof entitled to use such conduits, pipes, and accessories are subdivided the basis of contribution to any of such costs shall thereupon be varied so that thenceforth the registered proprietors of every separate lot or piece of land that use such common parts shall contribute equally to such costs **PROVIDED THAT** if any damage is caused or any repair is necessary to the said conduits, pipes, or accessories through the act or neglect of any particular one or more of the registered proprietors of any of the said pieces of land entitled to use such conduits pipes, and accessories or any part thereof or their servants tenants agents workmen licensees or invitees the cost of making good such damage or of such repairs shall be borne entirely by that particular registered proprietor or those particular registered proprietors who shall carry out the work necessary to make good such damage or do such repair within seven days after being requested so to do in writing by any party or parties not in default and if the party in default fails to make good such damage or to carry out such repairs then such making good or repairs may be done by the party or parties giving such notice who may recover the cost thereof from the party in default together with interest thereon at the prescribed rate for interest on money under the Judicature

(continued on page 6 annexure schedule)

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

R.B. JB

Annexure Schedule

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

Easement Certificate

Dated

16th September

1998

Page

6

of

6

Pages

Continuation

Act 1908 or any amendment thereto or re-enactment thereof for the time being in force. Such interest to be calculated from the date of payment of the costs by the party giving notice.

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT OF WAY:

As to that part of the lands marked "A", "B", "C", "D", "G", "J", "K", "L" and "M" on DP 190321

- (1) All differences and disputes which shall arise between the parties hereto or their successors in title or any of them touching or concerning the easements hereby created or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to arbitration by a single arbitrator in accordance with the Arbitration Act 1996 or any amendment thereto or re-enactment thereof for the time being in force.
- (2) If any damage is caused or any repair is necessary to the driveway through the act or neglect of any particular one or more of the registered proprietors of any of the said pieces of land entitled to use the right of way or any part thereof or their servants tenants agents workmen licensees or invitees the cost of making good such damage or of such repairs shall be borne entirely by that particular registered proprietor or those particular registered proprietors who shall carry out the work necessary to make good such damage or do such repair within seven days after being requested so to do in writing by any party or parties not in default and if the party in default fails to make good such damage or to carry out such repairs then such making good or repairs may be done by the party or parties giving such notice who may recover the cost thereof from the party in default together with interest thereon at the prescribed rate for interest on money under the Judicature Act 1908 or any amendment thereto or re-enactment thereof for the time being in force. Such interest to be calculated from the date of payment of the costs by the party giving notice.

(end)

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

R.T. JB

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

As set out in the attached annexure schedules pages 4 to 6

Dated this

18th

day of

September

1998

Signed by the above-named

JESMOND NURSERIES LIMITED
by its directors

in the presence of

Witness

Occupation

Address

Directors Name (RUSSEL BERSMA)

Directors Name (JAN SUSAN BERSMA)

EASEMENT CERTIFICATE

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

*Correct for the purposes of the
Land Transfer Act*

Solicitor for the registered proprietor

120B/518-520 (nd)
4K EC 48-

3.09 02.0CT198 D 317009
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH
ASST LAND REGISTRAR



PRICE VOULK MCCARTHY
SOLICITORS
MANUKAU CITY

LNZ-COPY



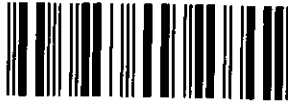
Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

NORTH AUCKLAND

EI 5510439.5 Easement I

Cpy - 01/01, Pgs - 006, 06/03/03, 09:56



DocID: 310770717

BARCODE

Grantor

JESMOND NURSERIES LIMITED

Surname(s) must be underlined.

Grantee

JESMOND NURSERIES LIMITED



Surname(s) must be underlined.



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).

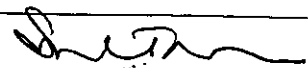
Dated this 19th day of February 2003

Attestation

 ROBERTO BERSMA (DIRECTOR)  RUSSELL BERSMA (Managing Director)	Signed in my presence by the Grantor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantor	

 ROBERTO BERSMA (DIRECTOR)  RUSSELL BERSMA (Managing Director)	Signed in my presence by the Grantee
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantee	

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



[Solicitor for] the Grantee

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

Annexure Schedule 1

Easement instrument

Dated

19th February 2002

Page

2

of

4

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) DP 316704	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
RIGHT OF WAY, RIGHT TO CONVEY ELECTRICITY AND TELECOMMUNICATIONS RIGHT TO DRAIN WATER	A B	Lot 2	Lot 1
	A B C D G J	Lot 2	Lot 3
	K L M AA	Lot 3	Lot 2
RIGHT TO DRAW WATER	I	Lot 3	Lots 2, 4 & 5
RIGHT TO CONVEY WATER	I L	Lot 3	Lots 2, 4 & 5
	M T U	Lot 3	Lots 4 & 5
	V AD AE	Lot 5	Lot 4
	AA AB AC	Lot 3	Lot 2
RIGHT TO STORE WATER	AC	Lot 3	Lot 2
	AK	Lot 4	Lot 5
RIGHT TO DRAIN WATER	AH AK AL	Lot 4	Lot 5
RIGHT TO CONVEY ELECTRICITY	I K L AM	Lot 3	Lot 2

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as 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 2].

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

[Handwritten signatures and initials]

Annexure Schedule 2

Insert below

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

EASEMENT INSTRUMENT

Dated 19th February 2002

Page 3 of 4 Pages

- (1) "The Grantee" in relation to each easement means the registered proprietor for the time being of the dominant land to which the relevant easement is appurtenant.

(2)(a) RIGHT TO DRAW WATER

The Grantee shall have the right (in common with the grantor) to draw water in such quantities as are reasonable having regard to the quantities available and the rights of other users and shall obtain any water rights as may be necessary under the Resource Management Act 1991 or its statutory equivalent. The Grantee shall be responsible for the installation, maintenance and repair of their own water supply systems.

(2)(b) RIGHT TO STORE WATER

The Grantee shall have the right (in common with the grantor) to store such water as naturally accumulates and keep such water for their use in and behind the dams or ponds on and within the defined easement areas specified in Schedule A, such water to be available for their reasonable use pursuant to clause (2)(a) herein, PROVIDED THAT the grantor shall have no obligation to maintain any particular quantity or level of water and the quantities of water available shall be solely dependent on natural accumulation.

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

R. B. [Signature]

R. B. R. B.

Annexure Schedule

Insert below

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

EASEMENT INSTRUMENT

Dated 19th February 2003

Page 4 of 4 Pages

CONSENT OF MORTGAGEE

WESTPAC BANKING CORPORATION as mortgagee under Memorandum of Mortgage Numbers D220847.1 and D230418.3 hereby consents to the deposit of Plan Number 316704 and the creation of the within easements.

Signed by the
WESTPAC BANKING CORPORATION


RACHEL JANE STANWELL


SARAH ANNE BRIDGES

in the presence of

Witness

Occupation

Address


SONJA M. PEAKE
BANK OFFICER
HAMILTON

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

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Rachel Jane Stanwell, of Hamilton in New Zealand, Bank Officer
AND Sarah Anne Bridges, of Hamilton in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLENHEIM (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawkes Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered 533510.1

WESTPAC BANKING CORPORATION duly incorporated in the State of New South Wales in the Commonwealth of Australia and having its principal place of business in New Zealand at 318 - 324 Lambton Quay Wellington and carrying on the business of banking appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred.

2. **THAT** at the date hereof we were Team Leader of a Legal Unit and Branch Service Officer of a Legal Unit of the said Bank, respectively.
3. **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **WESTPAC BANKING CORPORATION** or otherwise.

SIGNED at Hamilton


Rachel Jane Stanwell

and


Sarah Anne Bridges

this 21 st day of February 2003

Transfer instrument
Section 90, Land Transfer Act 1952

T 5617387.2 Transfer

Cpy - 01/01, Pgs - 002, 10/06/03, 10:06



DocID: 310906773



Land registration district

NORTH AUCKLAND

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

All/part

Area/description of part or stratum

65178

All

65179

Transferor

Surname(s) must be underlined or in CAPITALS.

JESMOND NURSERIES LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

JESMOND NURSERIES LIMITED

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

Fee simple subject to a Land Covenant (continued on page 2 annexure schedule)

Operative clause

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

Dated this

6th

day of

June

2003

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

 RUSSELL BERSMA DIRECTOR ROBERTO BERSMA DIRECTOR	Signed in my presence by the Transferor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Transferor	

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

[Solicitor for] the Transferee

Annexure Schedule

Insert type of instrument

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

Transfer

Dated

Page 1 of 1 pages

(Continue in additional Annexure Schedule, if required.)

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

The transferor is the registered proprietor of the land formerly contained in Certificate of Title 8B/1274 subdivided land into residential lots in the manner shown and defined on DP 166291 **AND WHEREAS** it is the transferor's intention to create for the benefit of the land in Certificates of Title set out in Schedule A (hereinafter referred to as the "Dominant Lots") the land covenant set out in Schedule B over the land in Certificates of Title 65178 and 65179 (hereinafter referred to as the "Servient Lots") **TO THE INTENT** that the servient lots shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulation against the owners for the time being of the servient lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the servient lots and for the benefit of the respective dominant lots the transferee **DOTH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule B hereto so that the covenants run with the servient lots for the benefit of the respective dominant lots as described in Schedule A.

SCHEDULE A

Certificate of Title No.

100D/684	100D/690	111D/568
100D/686	100D/691	111D/569
100D/687	100D/692	120B/518
100D/688	100D/693	65178
100D/689	100D/694	65179

SCHEDULE B

1. Any dwelling house erected upon the land must be architecturally designed so as to be in keeping with the houses situated on Burberry Road and be of a muted colour tone.
2. Any dwelling house erected upon the land may be no more than 1 storey in height.
3. Any dwelling house erected upon the land will have a concrete slab construction.
4. No shade houses, glass houses, commercial fitch, pig, emu, chicken farming or dog kennels may be constructed or carried out upon the land.

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

R.B. R.B. Jueo

C892866.1 T

Memorandum of Transfer



WHEREAS JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons
("the Transferors")

are
(herein called "the Transferor") ~~being~~ registered as proprietors of ~~an~~ estates in fee simple

101jdc1 11:53:01 05/09/1995 0000012129
New Zealand Stamp Duty - Not Liab!
Assessed by dept \$**,**\$,**0.00

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

~~containing~~ ~~xxxxxx~~
more particularly described in the First Schedule ("the Land")

AND WHEREAS the Transferors when registered proprietors of the land contained in
Deposited Plan 166291 subdivided that land into lots in the manner shown and defined
on that Plan for the purposes of the sale of those lots as an estate comprising rural
residential lots suitable for horticulture or other agricultural or pastoral
production or use accompanied by a rural residential lifestyle

AND WHEREAS it is the Transferors' intention that all the lots contained in the said
plan (except Lot 12 which contains an existing high quality homestead and outbuildings
already in keeping with the intent hereof) shall be subject to a general scheme
applicable to and for the benefit of all of the rural lots to the intent that a high
standard of rural residential amenity shall be enjoyed by the registered proprietors
of all the lots and that the owner or occupier for the time being of each of the lots
should be bound by the stipulations and restrictions set out in the Second Schedule
hereto and that the respective owners and occupiers for the time being of any of the
lots may be able to enforce the observance of such stipulations and restrictions by
the owners or occupiers for the time being of the lots in equity or otherwise
howsoever and the Transferors shall transfer each of the lots described in the First
Schedule hereto subject to the like covenants as are contained in the Second Schedule
hereto.

AND WHEREAS the Transferors wish to utilise the provisions of Sections 49 and 66A of
the Property Law Act 1952 to create such scheme and to this end will by this
Memorandum transfer each of the lots comprising the Land to themselves as Transferees

NOW THEREFORE IN PURSUANCE of the premises AND IN CONSIDERATION of the sum of ONE
DOLLAR (\$1.00) paid to the Transferors by themselves as Transferees the Transferors
HEREBY TRANSFER to themselves by this Memorandum all the Transferors' estate and
interest in the Land described in the First Schedule AND IN FURTHER PURSUANCE of the
Transferors' intention set out above the Transferors in their capacity as Transferees
for themselves and their successors in title so as to bind the Land For the benefit of
all its registered proprietors from time to time COVENANT AND AGREE in this with
themselves as Transferors for the benefit of the Land and each of its registered
proprietors from time to time that the Transferees will henceforth and always observe
and perform all the stipulations, restrictions and covenants contained in the Second
Schedule of this Memorandum TO THE END AND INTENT that each of the said stipulations,
restrictions and covenants shall forever enure for the benefit of all the Land and
every part thereof PROVIDED ALWAYS that the Transferees shall be liable only in
respect of breaches of the stipulations, restrictions and covenants which occur while

the Transferees are the registered proprietor of any of the lots comprising the Land in respect of which any such breach shall occur

AND IN CONSIDERATION THEREFORE the Transferees FURTHER COVENANT IN THIS MEMORANDUM with themselves as Transferors that the Transferees will at all times save harmless and keep indemnified the Transferors from all proceedings, costs, claims and demands in respect of breaches by the Transferees of any of the agreements, stipulations, restrictions and covenants in this Memorandum.

FIRST SCHEDULE

Lots 1, 4 to 11 (inclusive) 13 and 15 DP 166291 comprising together 57.527 hectares and being all the land comprised and described in Certificates of Title Volume 100D Folio 684 to Folio 692 (inclusive), 694 and 695 (North Auckland Land Registry)

Subject to and together with:

- Jr*
MJ
- ~~1. A302746 Pipeline Easement Certificate~~
 - 2. B994961 Variation of Pipeline Easement Certificate ~~A302746~~
 - 3. Stormwater Drainage created by
 - 4. Easement Certificate

~~5. Easement Certificate~~

- 1. A302746 Pipeline Easement Certificate (in respect of Lots 1,4,5,6 & 15)
- 2. C.544778.1 Certificate under S.94(c) Transit New Zealand Act 1991 (in respect of Lots 1 and 13)
- 3. C.878364.3 Consent Notice (in respect of Lots 1,4 to 11, 13 and 15)
- 4. C.878364.4 Consent Notice (in respect of Lots 6 and 15)
- 5. C.878364.6 Easement Certificate (in respect of Lots 8 and 9)
- 6. C.878364.7 Easement Certificate (in respect of Lots 1,4 to 11, 13 and 15)
- 7. Water Supply Easement created by Transfer C.318814.5 varied by C.565177.5 (in respect of Lots 7,8,10,11 and 15)
- 8. C.878364.8 Transfer Granting Stormwater Easement (in respect of Lots 6 and 11)

SECOND SCHEDULE

1. That the Transferees will not use the Land or permit the same to be used for any purpose which is not permitted or allowable by and in accordance with the Papakura District Council District Plan.
2. That the Transferees will not permit to be erected or placed on the Land any residential dwelling with a floor area of less than 210 square metres (excluding garage, carports and decking), which shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof.
3. That the Tranferees will not erect any dwellinghouse on the Land (including any adjoining garage, but excluding any barns, sheds or other separate buildings or dwellings) constructed to a value of not less than the base value plus Goods and Services Tax. The base value as at 1st September 1995 shall be \$220,000.00 and shall be adjusted in accordance with the percentage increase of the Modal House Building Cost Index as defined from time to time by the New Zealand Institute of Valuers.
4. That the Tranferees shall not permit any metal clad roofing which has not been prepainted.
5. That the Transferees will not permit to be erected any fence constructed of corrugated iron or exceeding 1.83 metres in height above the natural ground level.
6. That the Transferees shall not permit any building to be completed outside 12 months of laying down of the foundations for such building, and no building once under construction shall be left without substantial work being carried out for a period exceeding three months.
7. That the Transferees shall not permit any farm outbuildings or ancillary buildings to be constructed on the land except as shall be completed to a high standard of workmanship and shall ensure that they shall not be constructed from any second hand materials or use corrugated iron (whether prepainted or not) for any external wall panelling. Farm outbuildings or ancillary buildings shall be such that they are usual and reasonable for the type of horticultural, agricultural or pastoral use and shall be of a style (including that of the garden or landscaping aspects and fencing off surrounding grounds) in keeping with each other so that the dwellinghouse and any additional buildings and surrounding grounds thereof belnd in with the rural nature of the surrounding area to ensure that a pleasing aesthetically compatible appearance is maintained for the benefit of all the lots.
8. The Transferees shall not permit the construction of any glasshouse or greenhouse or plastic house on the land without the Transferees first supplying the Transferors with a copy of the landscaping plan and the plans and specifications for the proposed greenhouse or glasshouse or plastic house, and the Transferors' approving such plans in writing, and the Transferees shall not thereafter proceed to construct such greenhouse or glasshouse or plastic house except in such manner as totally complies with the plans as so approved.
9. That the Transferees will not erect or permit or suffer to be erected or placed upon the Land any secondhand dwelling, caravan, hut or shed for any kind of permanent or temporary residential use except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of construction.



10. That the Transferees shall not install or permit to be installed any overhead power lines or cables of any description.
11. The Transferees will not permit any water tank on the property to be more than 1.5 metres above the natural ground level unless such tank is made of or sheathed with timber planking (not with fibreboard, plywood or similar materials) so as to aesthetically blend in with the rural surroundings.
12. The Transferees shall keep the land in a neat and tidy condition and shall not permit excessive growth of grass to that it becomes long and unsightly or a fire risk and to regularly mow any grass verges and prune and keep tidy any trees and plantings and keep all noxious and annual weeds under strict control.
13. The Transferees will immediately on being invoiced pay their due portion of administration and costs of:
 - (a) Metered water supply from the pump and bore on Lot 12 in accordance with Easement Certificate C878364.7
 - (b) Mowing and keeping tidy the roadside verges in the subdivision which work shall be arranged and administered by the Transferors for so long as they remain registered proprietors of any one of the lots on DP 166291 or by such other person(s) as the Transferors may by Deed appoint.

A handwritten signature in dark ink, consisting of stylized, overlapping loops and a trailing flourish.

~~In Consideration of the sum of~~

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the
~~Transferee all the Transferor's estate and interest in the said piece or pieces of land~~

In witness whereof these presents have been executed this *1st* day of *August* 1995

Signed by the Transferors
JOHN JOYCE & MARGARET JOYCE

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
(by the affixing of its common seal)

in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

SIGNED by the Transferees
JOHN JOYCE & MARGARET JOYCE
in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

J & M JOYCE

Transferor

SOLICITOR FOR THE TRANSFEE

J & M JOYCE

Transferee

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

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

SOLICITOR FOR THE TRANSFEE

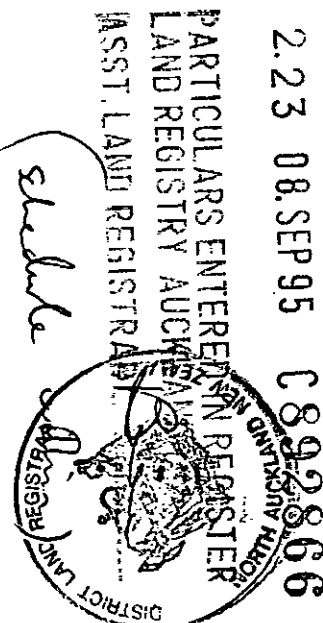
I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

Assistant / District Land Registrar of the

District of

SOLICITOR FOR THE TRANSFEE

McVeagh Fleming
Solicitors
MANUREWA





View Instrument Details

Instrument No.	9575055.1
Status	Registered
Date & Time Lodged	14 Feb 2014 10:22
Lodged By	Van Doorn, Toni Marie
Instrument Type	Variation of Consent Notice Condition under s221(5) Resource Management Act 1991

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
204205	North Auckland
65175	North Auckland
65176	North Auckland
65178	North Auckland
65179	North Auckland

Affected Instrument	Consent Notice under s221(4)(a) Resource Management Act 1991 5510439.2
----------------------------	------------------------------------------------------------------------

Annexure Schedule: Contains 1 Page.

Signature

Signed by Christopher Maurice Lynch as Territorial Authority Representative on 12/02/2014 08:57 AM

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



IN THE MATTER OF

Section 221 of the Resource Management Act 1991

BETWEEN

Rosanne Elizabeth Wills and
Roseanne Wills Trust Limited

Registered Proprietors

AND

THE AUCKLAND COUNCIL

The Council

In the Matter of Lot 5 on Deposited Plan 316704 CFR 65179

Resolution Pursuant to Section 221(3)(a) of
the Resource Management Act 1991
For a Partial Variation of Consent Notice 5510439.2

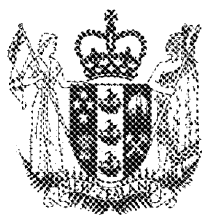
THE AUCKLAND COUNCIL the Territorial Authority having jurisdiction in respect of the above land hereby gives notice that the consent notice 5510439.2 be varied in respect of Lot 5 DP 3316704, being Computer Freehold Register 65179 and shall read as follows:

THE AUCKLAND COUNCIL [the Territorial Authority] having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following condition being registered against the Certificate of Title of Lot 5 and complied with as follows:

That the recommendations and information contained in the Geotechnical and Effluent Disposal Investigation Report prepared by Ground Consulting Ltd, report reference R0530-2 dated 31st March 2012 shall be strictly adhered to and all works carried out accordingly.

Dated at Auckland Council this ^{17th} day of January 2014

Marian Whitehead – Team Leader Resource Consents
Authorised Officer



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



Identifier **65178**
Land Registration District **North Auckland**
Date Issued 06 March 2003

Prior References

NA120B/519

Estate	Fee Simple
Area	1.0620 hectares more or less
Legal Description	Lot 4 Deposited Plan 316704

Registered Owners

Ze Kang Industrial Co., Limited

Interests

Subject to a gas pipeline right (in gross) over part marked X, Z & Y on DP 316704 in favour of The Natural Gas Corporation of New Zealand Limited See pipeline easement A302746

Appurtenant hereto are rights of way and drainage rights specified in Easement Certificate B545589.3

The easements specified in Easement Certificate B545589.3 are subject to Section 309 (1) (a) Local Government Act 1974

Appurtenant hereto is a right of way created by Transfer C041788.1

C878364.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 16.8.1995 at 12.37 pm (affects part)

Appurtenant hereto are water and water store rights specified in Easement Certificate C878364.7 - 16.8.1995 at 12.37 pm

The easements specified in Easement Certificate C878364.7 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer C892866.1 (affects part)

Appurtenant hereto are rights of way and rights to drain water, convey electricity and telecommunications rights specified in Easement Certificate D317009.4 - 2.10.1998 at 3.09 pm

Some of the easements specified in Easement Certificate D317009.4 are subject to Section 243 (a) Resource Management Act 1991

5510439.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 6.3.2003 at 9:00 am

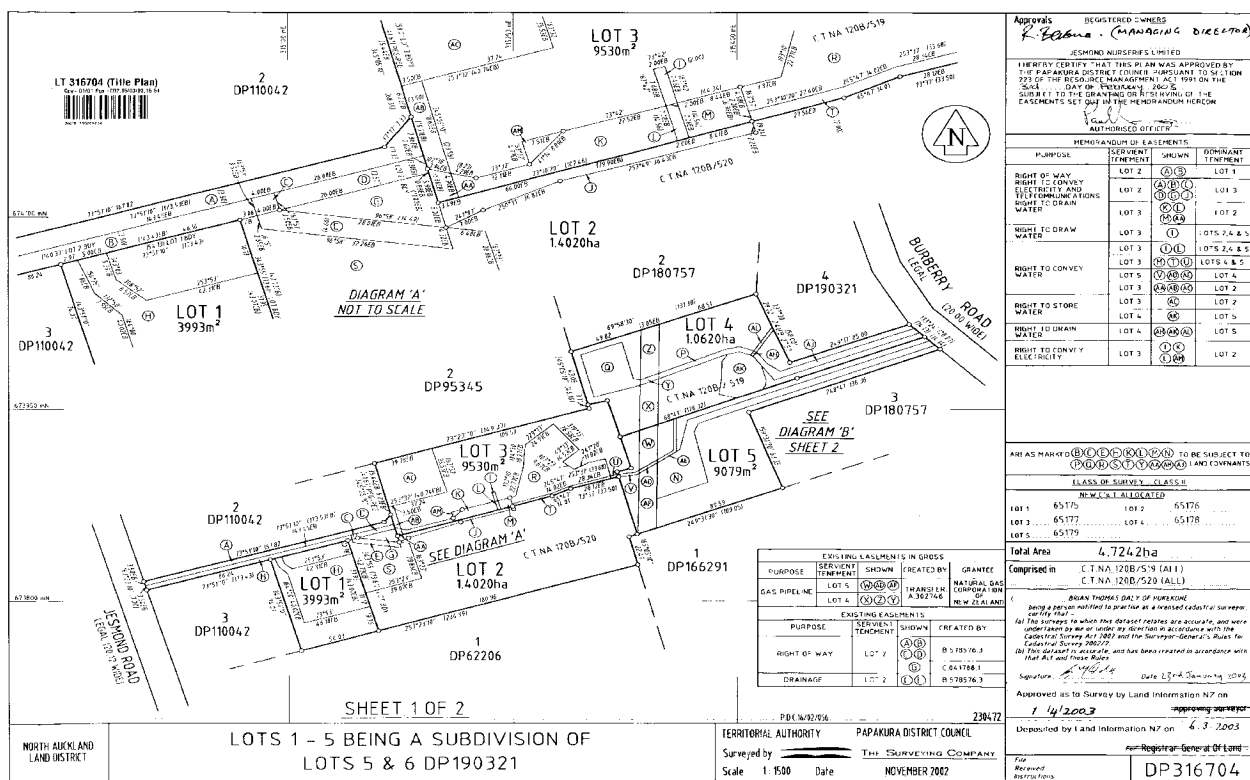
Subject to rights to store water marked AK and drain water marked AH, AK & AL on DP 316704 created by Easement Instrument 5510439.5 - 6.3.2003 at 9:00 am

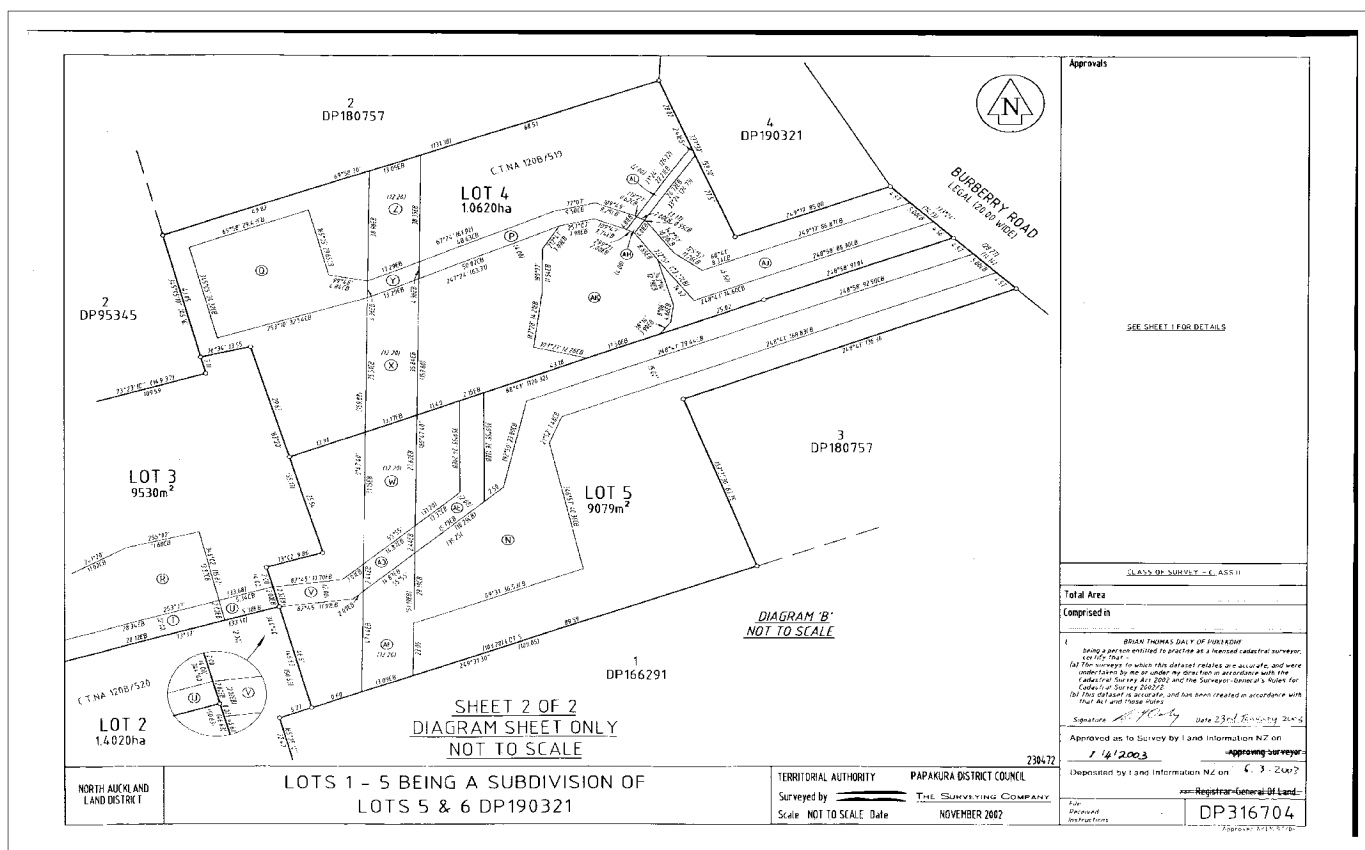
Appurtenant hereto are rights to draw and convey water created by Easement Instrument 5510439.5 - 6.3.2003 at 9:00 am

The easements created by Easement Instrument 5510439.5 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer 5617387.2 - 11.6.2003 at 9:00 am

10768430.1 CAVEAT BY CHAMBERLAIN DEVELOPMENT LIMITED - 21.4.2017 at 11:30 am







IN THE MATTER OF

BETWEEN

AND

Section 221 of the Resource
Management Act 1991

JESMOND NURSERIES LTD

Registered Proprietors

THE PAPAKURA DISTRICT
COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lots 1-5 on Deposited Plan 316704

THE PAPAKURA DISTRICT COUNCIL [the Territorial Authority] having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following condition being registered against the Certificate of Title of Lot 1 - 5 and complied with as follows:

That the land transfer plan show a residential curtilage area in the form of a land covenant for Lots 1 - 5 and be limited to no more than 2000m².

Future residential buildings, residential ancillary buildings, garages and gardens shall be restricted to the curtilage area that is registered on the title.

THE PAPAKURA DISTRICT COUNCIL [the Territorial Authority] having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following conditions being registered against the Certificate of Title of Lot 1, 2, 4 and 5 and complied with as follows:

That the recommendations and information contained in the geotechnical investigation report prepared by Tilsley Associates Consulting Engineers and Environmental Consultants dated 15 August 2002 be strictly adhered to and all works are to be carried out accordingly.

That the sewerage system to service any future building development shall be designed by a Registered Engineer experienced in on-site disposal systems and shall be in accordance with the recommendations of the Geotechnical Report prepared by Tilsley Associates Consulting Engineers and Environmental Consultants dated 15 August 2002. This design may be completed at the time of Building Consent application.

Dated at Papakura this 28th day of February 2003

Paul Sousa, Principal Planner
Authorised Officer

CP78364.3

COND

IN THE MATTER of Section 221 of the
Resource Management Act 1991

A N D

IN THE MATTER of a sub-division of an
estate of freehold in fee
simple in all that parcel of
land containing 63.880 ⁴⁰⁴
hectares more or less being
part Allotment 36 Parish of
Opaheke, part thereof being
more particularly shown in
Deposited Plan 627 and being
the residue of the land
comprised and described in
Certificate of Title Volume
8B Folio 1274 North Auckland
Registry SUBJECT TO Pipeline
Easement Certificate
A.302746 and to ~~Mortgage~~ ^{Water} *
* Supply Easement in
Transfer C318814.5 ~~to 565373xxxxxx to xxxxxxxx~~
~~Banking Corporation~~

BETWEEN

JOHN JOYCE and MARGARET
JOYCE both of Karaka,
Businesspersons

REGISTERED PROPRIETORS

A N D

THE PAPAKURA DISTRICT
COUNCIL

THE COUNCIL

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

THE PAPAKURA DISTRICT COUNCIL the Territorial Authority having
jurisdiction in respect of the above land HEREBY GIVES NOTICE
that subdivision consent to Plan 166291 is granted subject to
conditions to be complied with on a continuing basis as to all
Lots on the said Plan DP 166291 by the subdividing owners and by/
subsequent owners after the deposit of the said Plan.

THE CONDITIONS are:

1. Each building site shall be subject to specific investigation and design by a registered engineer experienced in on-site wastewater disposal systems at building consent application stage. Adequate separation from ground water and watercourses shall be provided.
2. The effluent disposal systems shall comply with the requirements of the Auckland Regional Council's current General Authorisation for Domestic Wastewater Disposal.

3. The wastewater disposal systems shall be constructed in accordance with the specifications submitted, under the supervision of a registered engineer experienced in on-site waste water disposal systems who shall certify in writing to the Council that the system has been installed in accordance with the specification.
4. Adequate stormwater drainage shall be provided to ensure surface run-off/water tank overflow/ground water does not affect the satisfactory performance of the effluent disposal systems.
5. Effluent disposal areas shall be located on ground above the 100 year flood level.
6. The designated reserve areas for effluent disposal shall be identified on the site plan at building consent stage.
7. Each building site shall be subject to specific investigation by a registered engineer experienced in geotechnical engineering at the building consent application stage in order to confirm foundation conditions.
8. All recommendations and conditions included in the geotechnical report by Earthtech Consulting Limited dated 27 January 1994 and the application letter by B. Foote & Associates dated 4 February 1994 shall be strictly adhered to.
9. No caveats or other encumbrances shall be placed on any title to prevent the use of the Lots for horticultural purposes.
10. The owners or occupiers of the Lots which are not proposed in the Auckland Regional Council water availability letter of 14 February 1994 as being provided with water from bores, shall have access to water and the right of extraction set out below:

T.MZ Lots 1 and 4 to share equal extraction rights of water from Dam ~~B~~ G

Lots 6 - 10 and 15 to have a sixth share of extraction rights for water from Dam B.

No person shall extract more than one-sixth of the volume at any one time unless it is with the written agreement of the other 5 owners. Such an agreement is to be on a yearly renewable basis.

Lots 6 - 10 and 15 may have storage ponds erected on them to obtain water from Dam B. Such storage ponds are not to exceed 8,000 cubic metres in storage capacity.

Easements to enable provision of water to each Lot in the manner set out above are to be provided as necessary on the Survey Plan and reserved and granted.

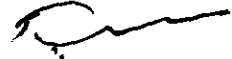
NOTE: Extraction from Dam B is only to occur in the months of April to September.

DATED at Papakura this 7TH day of AUGUST 1995.

.....
Principal Administrative
Officer

CA:083

Correct for the purposes of the Land
Transfer Act

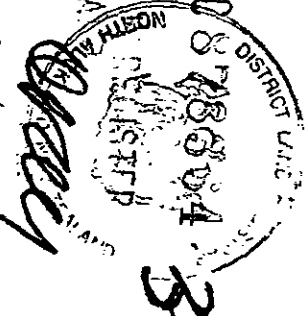


Solicitor for the Registered Proprietor

12.37 16.AUG95

PARTIALLY REGISTERED
LAND REGISTRATION ACT 1925
AS TO LAND IN

88/1234



PIPELINE EASEMENT CERTIFICATE

Under Section 70 of the Petroleum Act 1937

Pursuant to the provisions of the Petroleum Act 1937 (in this certificate referred to as the Act), the Minister of Mines hereby certifies that a pipeline (as defined in section 49 of the Act) is authorised to pass on, over, or through the land described in the First Schedule hereto (in this certificate referred to as the said land) upon the following terms and conditions:

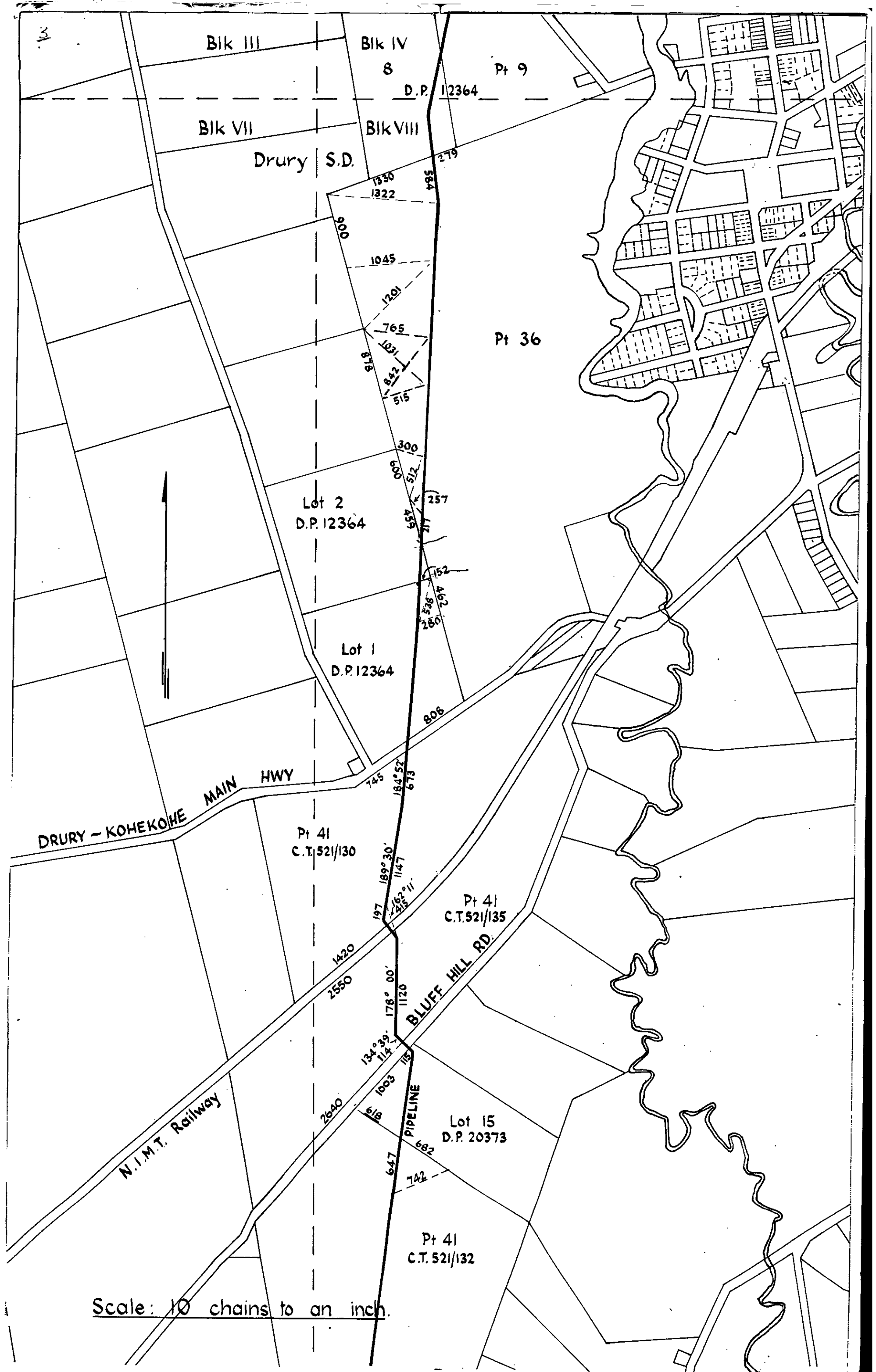
1. The owner of the pipeline is the Natural Gas Corporation of New Zealand.
2. The owner of the pipeline shall comply with the provisions of the Act and the regulations in force thereunder.
3. The pipeline shall be placed along the line delineated on the plan annexed hereto and coloured red or marked "Pipeline".
4. Upon the issue of this certificate, the owner of the pipeline shall have the right of entry on the said land pursuant to subsection (6) of section 70 of the Act for the purpose of exercising the rights conferred on him by the Act and any regulations made thereunder and by his pipeline authorisation.
5. For the purposes of subsection (3) of section 70 of the Act, this certificate shall apply to the land extending for 20 ft (being not more than 30 ft) on either side of the pipeline (in this certificate referred to as the said strip) and the owner of the pipeline shall have the right at any time after the issue hereof to remove from the said strip all cultivated or natural vegetation including trees and shrubs.
6. The owner or occupier of the land shall have the right to use the same (except for such use as may be reasonably held to interfere with the enjoyment of the rights of the owner of the pipeline hereunder or under the Act or under his authorisation) but shall not erect any building, construction, or fence or plant any tree or shrub on the said strip, disturb the soil of the said strip below a depth of 15 in. from the surface or do anything which would or could damage or endanger the pipeline without the consent of the owner of the pipeline being first obtained. Any such consent shall not be unreasonably withheld.
7. Where the pipeline is below the surface of the ground, the owner of the pipeline shall bury it so that it will not interfere with the ordinary cultivation of the said land and in so doing or in maintaining, repairing, renewing, changing, or removing the pipeline he shall cause as little damage as possible to the surface of the said land.
8. The owner of the pipeline will restore or pay to the owner or occupier of the said land the cost of restoring the surface of the said land as nearly as possible to its former condition or state.
9. Such of the rights, easements, or obligations hereinbefore recited or referred to which place a burden on the said land or on the owner or occupier of the said land shall be binding on him the said owner or occupier his successors, executors, administrators, and assigns and such of them as place a burden on the owner of the pipeline shall be binding on him, his successors, executors, administrators, and assigns.

FIRST SCHEDULE

Description of Land	Area	Certificate of Title	
		Vol.	Folio
Part Allotment 36, Opaheke Parish	2a. 3.r. 10p.	8B	1274
Part Lot 2, D.P.12364	1r. 5p.	420	226 ✓
Part Lot 1, D.P.12364	1a. 0r. 15p.	426	8 ✓
Part Drury-Kohekohe Main Highway	10p.		
Part Allotment 41, Opaheke Parish	1a. 0r. 35p.	521	130 ✓
Part Railway Land	10p.		
Part Allotment 41, Opaheke Parish	3r. 10p.	521	135 ✓
Part Bluff Hill Road	10p.		
Part Lot 15, D.P.20373	2r. 20p.	608	188 ✓

Dated at Wellington this 16th day of July 1968

Signed by THOMAS DANIEL CLIFFORD,
Assistant Under-Secretary (A), Mines Department,
under powers delegated to him by the Minister of
Mines under the provisions of section 4 of the
Petroleum Amendment Act 1965, and not revoked
at the date of signing.



A302746

PIPELINE EASEMENT CERTIFICATE

under section 70 of the Petroleum Act 1937

Correct for the purposes of the
Land Transfer Act

Mani Kua

Solicitor for the Owner of the Pipeline.

168/152

Particulars entered in the Register Book

Vol. 420/226 Folio 426/8

521/130 521/135 608/188

88/1274

the 30th July 1968

at 9.0 o'clock



sc. W. H. H. H.
District Land Registrar
Assistant

of the District of *South Auckland*

District Land Registrar:

Please register this Certificate only
against the titles referred to therein.

Mani Kua

B.980986.1 Variation of within Pipeline
Certificate - 19.4.1989 at 10.38 o'clock

affects CT. 190/1624

[Signature]
A.L.R.

B.989699.1 Variation of the within certificate - 8.5.1989
at 11.56 o'clock *affects CT 168/152*

[Signature]
A.L.R.

C.002985.1 Variation of terms of within
certificate - 13.6.1989 at 10.15 oc. (affects
C.T.426/8 only)

[Signature]
A.L.R.

20/10/89
88/1274
17/11/89
422723
Abt 7974

LAND & DEEDS
Nature: <i>Easement</i>
Firm: <i>MANI</i>
30 JUL 1968
Time: <i>7</i>
Fee: <i>/</i>
Abstract No. <i>6609</i>
Department of Mines

LAND & DEEDS
Nature: <i>FURTHER</i>
Firm: <i>M.O.W.</i>
5 SEP 1968
Time: <i>2.20</i>
Fee: <i>2.00</i>
Abstract No. <i>8900</i>



B54 5389.3 EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

±/We ROBERTO BERSMA formerly of Papakura, Building Advisor but now of Drury, Horticulturist and BEVERLEY OLIVE BERSMA his wife

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **AUCKLAND** on the day of **19 86** under No. **110042** are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 110042

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of way	1	The portion shown A	Lots 2 and 4)	C.I. Lot 1-62A/581
Right of way	4	Those parts shown B, C and D	Lots 1 and 2)	Lot 2-62A/582
Drainage	4	Those parts shown C and E	Lot 1)	Lot 4-62A/584
Drainage	2	That part shown F	Lot 1)	

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

1. Rights and powers:


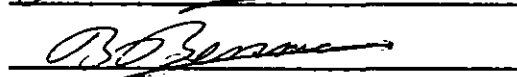
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

Dated this 22nd day of

April 1986

Signed by the above-named

ROBERTO BERSMA and
BEVERLEY OLIVE BERSMA


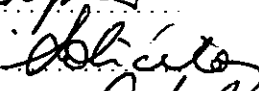
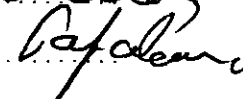



in the presence of

Witness

Occupation

Address

EASEMENT CERTIFICATE

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

*Correct for the purposes of the
Land Transfer Act*

Solicitor for the registered proprietor



INDER LYNCH & PARTNERS
SOLICITORS, PAPAKURA
BDL

1.47 11 JUN 86 B 545589
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR
62A/581
582
584



C 878364.7 EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

✓/We JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 95 under No. 166291 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 166291

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to Convey Water	12 ✓	J & AA	Lots 1, 4-11, 13 & 15	100D/684 - 695 (incl)
" "	11	BB CC DD	Lots 5-10 & 15	100D/686-692 (incl) 695
"	10	EE	Lots 5-9 & 15	100D/686-691 (incl) 695
"	8	FF	Lots 7-10 & 15	100D/688-691, (incl) 695
"	8	HH Q II	Lots 9 & 10	100D/689, 690, 691
"	7	GG	Lots 8-10 & 15	100D/688-691, (incl) 695
"	10	JJ	Lot 9	100D/690, 691
"	15	QQ	Lots 7-10	100D/688-691, (incl) 695
"	6	MM E NN PP	Lots 7-10	100D/687-691 (incl)
"	12 ✓	KK	Lots 1, 4 & 13	100D/684, 685, 693, 694
"	13	LL	Lots 1 & 4	100D/684, 685, 694
"	1	SS A TT	Lot 4	100D/684, 685
Right to Store Water	1	RR	Lot 4	100D/684, 685
"	15	Y V Z	Lots 6 - 10	100D/687-691 (incl) 695
"	6	X	Lots 7 - 10 & 15	100D/687-691 (incl) 695

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

1. Rights and powers: The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 shall apply.
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

A. RIGHTS TO CONVEY WATER FROM PUMP AND BORE ON LOT 12

(a) The water supply is sourced at the pump and bore situated on Lot 12, and leads to the other Lots through a water supply system consisting of pipes under and through the easement areas defined in the Schedule.

(b) No owner of any Lot shall use any water from the supply for any purpose except such reasonable quantities as are necessary for watering livestock and/or watering any domestic garden adjacent to a dwelling, and in particular shall not use any water for horticulture or personal residential use.

(c) The registered proprietor of Lot 12 shall be responsible for maintaining the pump and bore, and the supply of electric power thereto, in good working order and condition, and for the administration of the water supply including the reading of meters, keeping records, payment of accounts, and invoicing individual registered proprietors for their share of the costs.

(d) The costs of maintenance, repair and replacement of the pump and bore and electrical supply thereto, including all associated fixtures and fittings, shall be paid by all the registered proprietors of all the Lots drawing water therefrom in proportion to their usage of water as measured by the water meters placed in the water pipelines servicing individual Lots, and they shall also pay the cost of electricity in the same proportions.

(e) Registered proprietors of individual Lots shall be responsible for repairing and maintaining the water pipelines, including joints and other fittings, as may be situated on the Lot or Lots owned by them, and shall at all times ensure that water flow to the other Lots is not blocked or impeded and shall repair any leakage or damage to the water supply system immediately any such leakage or damage occurs on his/her/their individual Lot or Lots PROVIDED THAT where any such repair is necessitated by fair wear and tear, then the cost thereof shall be borne by all the registered proprietors as may use the water supply system, calculated according to usage as aforesaid.

B. RIGHTS TO CONVEY WATER FROM DAMS ON LOTS 1, 6 and 15

(a) Individual registered proprietors having these rights shall be responsible for the installation, maintenance and repair of their own water supply systems including any pipelines and/or pumps in on or under the easement areas defined in the Schedule and shall use such quantities as are reasonable having regard to the quantities available and the rights of other users and shall obtain any water rights as may be necessary under the Resource Management Act or its statutory equivalent. **AND** shall comply with the registered Consent Notice Under Section 221 Resource Management Act 1991 dated 7th August 1995 whereunder (inter alia) Lots 1 & 4 are to share equal extraction rights from the dam on Lot 1 and Lots 6 - 10 & 15 are each to have a sixth share of extraction rights for water from the dam on Lots 6 & 15.

~~2. To not, and not to permit or suffer, to be used for any purpose other than the above purposes.~~

3. RIGHT TO STORE WATER

Individual registered proprietors defined in the Schedule as having these rights shall have the right to have such water as naturally accumulates stored and kept for their use in and behind the dams on and in the defined easement areas specified in the Schedule, such water to be available for their reasonable use pursuant to clause 2(B) hereof PROVIDED THAT the registered proprietors of the servient tenements on which the dams are situated shall have no obligation to maintain any particular quantity or level of water and the quantities of water available shall be solely dependent on natural accumulation.

Dated this 1st day of August 19 95

Signed by the above-named

JOHN JOYCE & MARGARET JOYCE

in the presence of

Witness 

Occupation


Address G.H. FLEMING
SOLICITOR
AUCKLAND

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act

*The within easements, when
created, will be subject to
Section 243(a) Resource Management
Act 1991.*


Solicitor for the registered proprietor


ALR

McVeagh Fleming
Solicitors
MANUREWA

12.37 16.AUG95 C878364-7
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REG. CLERK
1003/684-7
695

D317009.4EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

/We JESMOND NURSERIES LIMITED

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 under No. 190321 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 190321

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	/ Lot 5	K, L, and M	Lot 6	120B/520
	/ Lot 6	A, B, C, D, G & J	Lot 5	120B/519
Right to Drain Water	/ Lot 4	H	Lot 5	120B/519
	Lot 6	A	Lot 5	120B/519
Right to convey electricity & communications	/ Lot 6	B, C and D	Lot 5	120B/519
Right to convey water	Lot 5	I & L	Lot 6	120B/520

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

1. Rights and powers: Seventh schedule to the Land Transfer Act 1952

Annexure Schedule

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

Easement Certificate

Dated 16th Sept 1998

Page 4 of 6 Pages

Continuation

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY ELECTRICITY AND TELECOMMUNICATIONS:

As to that part of the lands marked "B", "C" and "D" on DP 190321

- (1) The right to convey electricity, gas and telecommunications referred to herein shall be the right for the dominant tenement at all times to maintain electric power and telecommunications connections through over or under the area defined with any other person lawfully entitled so to do and for that purpose to lay and erect conduits, cables, pipes, wires, poles, and accessories with the right for the registered proprietors for the time being of the dominant tenement with or without servants agents workmen and with all necessary tools plant and equipment to enter upon the servient tenement for the purpose of installing laying erecting maintaining and repairing the said conduits, cables, pipes, wires, poles, and accessories PROVIDED THAT as little damage as possible shall be caused to the servient tenement and the surface thereof shall be restored as nearly as possible to its former state and condition AND PROVIDED THAT the laying erecting renewing and repairing of such conduits, cables, pipes, wires, poles, and accessories shall be carried out in such a way that as little inconvenience as possible is caused to the occupiers of the servient tenement.
- (2) All differences and disputes which shall arise between the parties hereto or their successors in title or any of them touching or concerning the easements hereby created or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to arbitration by a single arbitrator in accordance with the Arbitration Act 1996 or any amendment thereto or re-enactment thereof for the time being in force.
- (3) Any costs (not borne by an Energy Company, Telecommunications Company, or other Authority) of installing laying erecting renewing altering or repairing such parts of the conduits, cables, pipes, wires, poles, and accessories as are used in common by the registered proprietors of any of the said pieces of land entitled to use such conduits, cables, pipes, wires, poles, and accessories shall be borne in equal shares by such of the registered proprietors as use such common part PROVIDED THAT if any of the said pieces of land or any part thereof entitled to use such conduits, cables, pipes, wires, poles, and accessories are subdivided the basis of contribution to any of such costs shall thereupon be varied so that thenceforth the registered proprietors of every separate lot or piece of land that use such common parts shall contribute equally to such costs PROVIDED THAT if any damage is caused or any repair is necessary to the said conduits, cables, pipes, wires, poles, or accessories through the act or neglect of any particular one or more of the registered proprietors of any of the said pieces of land entitled to use such conduits, cables pipes, wires, poles, and accessories or any part thereof or their servants tenants agents workmen licensees or invitees the cost of making good such damage or of such repairs shall be borne entirely by that particular registered proprietor or those particular

(continued on page 5 annexure schedule)

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

JB JB

Annexure Schedule

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

Easement Certificate

Dated 16th September 1998

Page 5 of 6 Pages

Continuation

registered proprietors who shall carry out the work necessary to make good such damage or do such repair within seven days after being requested so to do in writing by any party or parties not in default and if the party in default fails to make good such damage or to carry out such repairs then such making good or repairs may be done by the party or parties giving such notice who may recover the cost thereof from the party in default together with interest thereon at the prescribed rate for interest on money under the Judicature Act 1908 or any amendment thereto or re-enactment thereof for the time being in force. Such interest to be calculated from the date of payment of the costs by the party giving notice.

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY WATER AND DRAIN WATER:

As to that part of the lands marked "A", "H", "I" and "L" on DP 190321

- (1) All differences and disputes which shall arise between the parties hereto or their successors in title or any of them touching or concerning the easements hereby created or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to arbitration by a single arbitrator in accordance with the Arbitration Act 1996 or any amendment thereto or re-enactment thereof for the time being in force.
- (2) Any costs (not borne by a local, territorial, or other Authority) of installing laying erecting renewing altering or repairing such parts of the conduits, pipes, and accessories as are used in common by the registered proprietors of any of the said pieces of land entitled to use such conduits, pipes, and accessories shall be borne in equal shares by such of the registered proprietors as use such common part **PROVIDED THAT** if any of the said pieces of land or any part thereof entitled to use such conduits, pipes, and accessories are subdivided the basis of contribution to any of such costs shall thereupon be varied so that thenceforth the registered proprietors of every separate lot or piece of land that use such common parts shall contribute equally to such costs **PROVIDED THAT** if any damage is caused or any repair is necessary to the said conduits, pipes, or accessories through the act or neglect of any particular one or more of the registered proprietors of any of the said pieces of land entitled to use such conduits pipes, and accessories or any part thereof or their servants tenants agents workmen licensees or invitees the cost of making good such damage or of such repairs shall be borne entirely by that particular registered proprietor or those particular registered proprietors who shall carry out the work necessary to make good such damage or do such repair within seven days after being requested so to do in writing by any party or parties not in default and if the party in default fails to make good such damage or to carry out such repairs then such making good or repairs may be done by the party or parties giving such notice who may recover the cost thereof from the party in default together with interest thereon at the prescribed rate for interest on money under the Judicature

(continued on page 6 annexure schedule)

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

R.B. JB

Annexure Schedule

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

Easement Certificate

Dated

16th September

1998

Page

6

of

6

Pages

Continuation

Act 1908 or any amendment thereto or re-enactment thereof for the time being in force. Such interest to be calculated from the date of payment of the costs by the party giving notice.

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT OF WAY:

As to that part of the lands marked "A", "B", "C", "D", "G", "J", "K", "L" and "M" on DP 190321

- (1) All differences and disputes which shall arise between the parties hereto or their successors in title or any of them touching or concerning the easements hereby created or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to arbitration by a single arbitrator in accordance with the Arbitration Act 1996 or any amendment thereto or re-enactment thereof for the time being in force.
- (2) If any damage is caused or any repair is necessary to the driveway through the act or neglect of any particular one or more of the registered proprietors of any of the said pieces of land entitled to use the right of way or any part thereof or their servants tenants agents workmen licensees or invitees the cost of making good such damage or of such repairs shall be borne entirely by that particular registered proprietor or those particular registered proprietors who shall carry out the work necessary to make good such damage or do such repair within seven days after being requested so to do in writing by any party or parties not in default and if the party in default fails to make good such damage or to carry out such repairs then such making good or repairs may be done by the party or parties giving such notice who may recover the cost thereof from the party in default together with interest thereon at the prescribed rate for interest on money under the Judicature Act 1908 or any amendment thereto or re-enactment thereof for the time being in force. Such interest to be calculated from the date of payment of the costs by the party giving notice.

(end)

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

R.T. JB

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

As set out in the attached annexure schedules pages 4 to 6

Dated this

18th

day of

September

1998

Signed by the above-named

JESMOND NURSERIES LIMITED
by its directors

in the presence of

Witness

Occupation

Address

Directors Name (RUSSEL BERSMA)

Directors Name (JAN SUSAN BERSMA)

EASEMENT CERTIFICATE

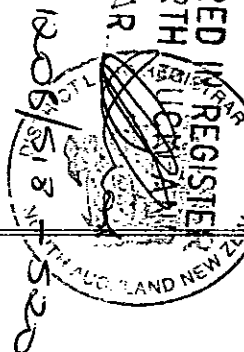
(IMPORTANT): Registration of this certificate does not of itself create any of the easements specified herein.

*Correct for the purposes of the
Land Transfer Act*

Solicitor for the registered proprietor

120B/518-520 (nd)
4K EC 48-

3.09 02.0CT198 D 317009
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH
ASST LAND REGISTRAR



PRICE VOULK MCCARTHY
SOLICITORS
MANUKAU CITY

LNZ-COPY



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

Land registration district

NORTH AUCKLAND

EI 5510439.5 Easement I

Cpy - 01/01, Pgs - 006, 06/03/03, 09:56



DocID: 310770717

BARCODE

Grantor

JESMOND NURSERIES LIMITED

Surname(s) must be underlined.

Grantee

JESMOND NURSERIES LIMITED





Surname(s) must be underlined.

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).

Dated this 19th day of February 2003

Attestation

 ROBERTO BERSMA (DIRECTOR)  RUSSELL BERSMA (Managing Director)	Signed in my presence by the Grantor <hr/> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantor	
 ROBERTO BERSMA (DIRECTOR)  RUSSELL BERSMA (Managing Director)	Signed in my presence by the Grantee <hr/> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantee	

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

[Solicitor for] the Grantee

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

Annexure Schedule 1

Easement instrument

Dated

19th February 2002

Page

2

of

4

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) DP 316704	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
RIGHT OF WAY, RIGHT TO CONVEY ELECTRICITY AND TELECOMMUNICATIONS RIGHT TO DRAIN WATER	A B	Lot 2	Lot 1
	A B C D G J	Lot 2	Lot 3
	K L M AA	Lot 3	Lot 2
RIGHT TO DRAW WATER	I	Lot 3	Lots 2, 4 & 5
RIGHT TO CONVEY WATER	I L	Lot 3	Lots 2, 4 & 5
	M T U	Lot 3	Lots 4 & 5
	V AD AE	Lot 5	Lot 4
	AA AB AC	Lot 3	Lot 2
RIGHT TO STORE WATER	AC	Lot 3	Lot 2
	AK	Lot 4	Lot 5
RIGHT TO DRAIN WATER	AH AK AL	Lot 4	Lot 5
RIGHT TO CONVEY ELECTRICITY	I K L AM	Lot 3	Lot 2

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as 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 2].

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

[Handwritten signatures and initials]

Annexure Schedule 2

Insert below

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

EASEMENT INSTRUMENT

Dated 19th February 2002

Page 3 of 4 Pages

- (1) "The Grantee" in relation to each easement means the registered proprietor for the time being of the dominant land to which the relevant easement is appurtenant.

(2)(a) RIGHT TO DRAW WATER

The Grantee shall have the right (in common with the grantor) to draw water in such quantities as are reasonable having regard to the quantities available and the rights of other users and shall obtain any water rights as may be necessary under the Resource Management Act 1991 or its statutory equivalent. The Grantee shall be responsible for the installation, maintenance and repair of their own water supply systems.

(2)(b) RIGHT TO STORE WATER

The Grantee shall have the right (in common with the grantor) to store such water as naturally accumulates and keep such water for their use in and behind the dams or ponds on and within the defined easement areas specified in Schedule A, such water to be available for their reasonable use pursuant to clause (2)(a) herein, PROVIDED THAT the grantor shall have no obligation to maintain any particular quantity or level of water and the quantities of water available shall be solely dependent on natural accumulation.

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

R. B. [Signature]

R. B. R. B.

Annexure Schedule

Insert below

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

EASEMENT INSTRUMENT

Dated 19th February 2003

Page 4 of 4 Pages

CONSENT OF MORTGAGEE

WESTPAC BANKING CORPORATION as mortgagee under Memorandum of Mortgage Numbers D220847.1 and D230418.3 hereby consents to the deposit of Plan Number 316704 and the creation of the within easements.

Signed by the
WESTPAC BANKING CORPORATION


RACHEL JANE STANWELL


SARAH ANNE BRIDGES

in the presence of

Witness

Occupation

Address


SONJA M. PEAKE
BANK OFFICER
HAMILTON

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

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Rachel Jane Stanwell, of Hamilton in New Zealand, Bank Officer
AND Sarah Anne Bridges, of Hamilton in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLENHEIM (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawkes Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered 533510.1

WESTPAC BANKING CORPORATION duly incorporated in the State of New South Wales in the Commonwealth of Australia and having its principal place of business in New Zealand at 318 - 324 Lambton Quay Wellington and carrying on the business of banking appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred.

2. **THAT** at the date hereof we were Team Leader of a Legal Unit and Branch Service Officer of a Legal Unit of the said Bank, respectively.
3. **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **WESTPAC BANKING CORPORATION** or otherwise.

SIGNED at Hamilton


Rachel Jane Stanwell

and


Sarah Anne Bridges

this 21 st day of February 2003

Transfer instrument
Section 90, Land Transfer Act 1952

T 5617387.2 Transfer

Cpy - 01/01, Pgs - 002, 10/06/03, 10:06



DocID: 310906773



Land registration district

NORTH AUCKLAND

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

All/part

Area/description of part or stratum

65178

All

65179

Transferor

Surname(s) must be underlined or in CAPITALS.

JESMOND NURSERIES LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

JESMOND NURSERIES LIMITED

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

Fee simple subject to a Land Covenant (continued on page 2 annexure schedule)

Operative clause

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

Dated this

6th

day of

June

2003

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

 RUSSELL BERSMA DIRECTOR ROBERTO BERSMA DIRECTOR	Signed in my presence by the Transferor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Transferor	

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

[Solicitor for] the Transferee

Annexure Schedule

Insert type of instrument

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

Transfer

Dated

Page 1 of 1 pages

(Continue in additional Annexure Schedule, if required.)

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

The transferor is the registered proprietor of the land formerly contained in Certificate of Title 8B/1274 subdivided land into residential lots in the manner shown and defined on DP 166291 **AND WHEREAS** it is the transferor's intention to create for the benefit of the land in Certificates of Title set out in Schedule A (hereinafter referred to as the "Dominant Lots") the land covenant set out in Schedule B over the land in Certificates of Title 65178 and 65179 (hereinafter referred to as the "Servient Lots") **TO THE INTENT** that the servient lots shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulation against the owners for the time being of the servient lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the servient lots and for the benefit of the respective dominant lots the transferee **DOTH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule B hereto so that the covenants run with the servient lots for the benefit of the respective dominant lots as described in Schedule A.

SCHEDULE A

Certificate of Title No.

100D/684	100D/690	111D/568
100D/686	100D/691	111D/569
100D/687	100D/692	120B/518
100D/688	100D/693	65178
100D/689	100D/694	65179

SCHEDULE B

1. Any dwelling house erected upon the land must be architecturally designed so as to be in keeping with the houses situated on Burberry Road and be of a muted colour tone.
2. Any dwelling house erected upon the land may be no more than 1 storey in height.
3. Any dwelling house erected upon the land will have a concrete slab construction.
4. No shade houses, glass houses, commercial fitch, pig, emu, chicken farming or dog kennels may be constructed or carried out upon the land.

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

R.B. R.B. Jueo

C892866.1 T

Memorandum of Transfer



WHEREAS JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons
("the Transferors")

are
(herein called "the Transferor") ~~being~~ registered as proprietors of ~~an~~ estates in fee simple

101jdc1 11:53:01 05/09/1995 0000012129
New Zealand Stamp Duty - Not Liab!
Assessed by dept \$**,**\$,**0.00

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

~~containing~~ ~~xxxxxx~~
more particularly described in the First Schedule ("the Land")

AND WHEREAS the Transferors when registered proprietors of the land contained in
Deposited Plan 166291 subdivided that land into lots in the manner shown and defined
on that Plan for the purposes of the sale of those lots as an estate comprising rural
residential lots suitable for horticulture or other agricultural or pastoral
production or use accompanied by a rural residential lifestyle

AND WHEREAS it is the Transferors' intention that all the lots contained in the said
plan (except Lot 12 which contains an existing high quality homestead and outbuildings
already in keeping with the intent hereof) shall be subject to a general scheme
applicable to and for the benefit of all of the rural lots to the intent that a high
standard of rural residential amenity shall be enjoyed by the registered proprietors
of all the lots and that the owner or occupier for the time being of each of the lots
should be bound by the stipulations and restrictions set out in the Second Schedule
hereto and that the respective owners and occupiers for the time being of any of the
lots may be able to enforce the observance of such stipulations and restrictions by
the owners or occupiers for the time being of the lots in equity or otherwise
howsoever and the Transferors shall transfer each of the lots described in the First
Schedule hereto subject to the like covenants as are contained in the Second Schedule
hereto.

AND WHEREAS the Transferors wish to utilise the provisions of Sections 49 and 66A of
the Property Law Act 1952 to create such scheme and to this end will by this
Memorandum transfer each of the lots comprising the Land to themselves as Transferees

NOW THEREFORE IN PURSUANCE of the premises AND IN CONSIDERATION of the sum of ONE
DOLLAR (\$1.00) paid to the Transferors by themselves as Transferees the Transferors
HEREBY TRANSFER to themselves by this Memorandum all the Transferors' estate and
interest in the Land described in the First Schedule AND IN FURTHER PURSUANCE of the
Transferors' intention set out above the Transferors in their capacity as Transferees
for themselves and their successors in title so as to bind the Land For the benefit of
all its registered proprietors from time to time COVENANT AND AGREE in this with
themselves as Transferors for the benefit of the Land and each of its registered
proprietors from time to time that the Transferees will henceforth and always observe
and perform all the stipulations, restrictions and covenants contained in the Second
Schedule of this Memorandum TO THE END AND INTENT that each of the said stipulations,
restrictions and covenants shall forever enure for the benefit of all the Land and
every part thereof PROVIDED ALWAYS that the Transferees shall be liable only in
respect of breaches of the stipulations, restrictions and covenants which occur while

the Transferees are the registered proprietor of any of the lots comprising the Land in respect of which any such breach shall occur

AND IN CONSIDERATION THEREFORE the Transferees FURTHER COVENANT IN THIS MEMORANDUM with themselves as Transferors that the Transferees will at all times save harmless and keep indemnified the Transferors from all proceedings, costs, claims and demands in respect of breaches by the Transferees of any of the agreements, stipulations, restrictions and covenants in this Memorandum.

FIRST SCHEDULE

Lots 1, 4 to 11 (inclusive) 13 and 15 DP 166291 comprising together 57.527 hectares and being all the land comprised and described in Certificates of Title Volume 100D Folio 684 to Folio 692 (inclusive), 694 and 695 (North Auckland Land Registry)

Subject to and together with:

- Jr*
MJ
- ~~1. A302746 Pipeline Easement Certificate~~
 - 2. B994961 Variation of Pipeline Easement Certificate ~~A302746~~
 - 3. Stormwater Drainage created by
 - 4. Easement Certificate

~~5. Easement Certificate~~

- 1. A302746 Pipeline Easement Certificate (in respect of Lots 1,4,5,6 & 15)
- 2. C.544778.1 Certificate under S.94(c) Transit New Zealand Act 1991 (in respect of Lots 1 and 13)
- 3. C.878364.3 Consent Notice (in respect of Lots 1,4 to 11, 13 and 15)
- 4. C.878364.4 Consent Notice (in respect of Lots 6 and 15)
- 5. C.878364.6 Easement Certificate (in respect of Lots 8 and 9)
- 6. C.878364.7 Easement Certificate (in respect of Lots 1,4 to 11, 13 and 15)
- 7. Water Supply Easement created by Transfer C.318814.5 varied by C.565177.5 (in respect of Lots 7,8,10,11 and 15)
- 8. C.878364.8 Transfer Granting Stormwater Easement (in respect of Lots 6 and 11)

SECOND SCHEDULE

1. That the Transferees will not use the Land or permit the same to be used for any purpose which is not permitted or allowable by and in accordance with the Papakura District Council District Plan.
2. That the Transferees will not permit to be erected or placed on the Land any residential dwelling with a floor area of less than 210 square metres (excluding garage, carports and decking), which shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof.
3. That the Tranferees will not erect any dwellinghouse on the Land (including any adjoining garage, but excluding any barns, sheds or other separate buildings or dwellings) constructed to a value of not less than the base value plus Goods and Services Tax. The base value as at 1st September 1995 shall be \$220,000.00 and shall be adjusted in accordance with the percentage increase of the Modal House Building Cost Index as defined from time to time by the New Zealand Institute of Valuers.
4. That the Tranferees shall not permit any metal clad roofing which has not been prepainted.
5. That the Transferees will not permit to be erected any fence constructed of corrugated iron or exceeding 1.83 metres in height above the natural ground level.
6. That the Transferees shall not permit any building to be completed outside 12 months of laying down of the foundations for such building, and no building once under construction shall be left without substantial work being carried out for a period exceeding three months.
7. That the Transferees shall not permit any farm outbuildings or ancillary buildings to be constructed on the land except as shall be completed to a high standard of workmanship and shall ensure that they shall not be constructed from any second hand materials or use corrugated iron (whether prepainted or not) for any external wall panelling. Farm outbuildings or ancillary buildings shall be such that they are usual and reasonable for the type of horticultural, agricultural or pastoral use and shall be of a style (including that of the garden or landscaping aspects and fencing off surrounding grounds) in keeping with each other so that the dwellinghouse and any additional buildings and surrounding grounds thereof belnd in with the rural nature of the surrounding area to ensure that a pleasing aesthetically compatible appearance is maintained for the benefit of all the lots.
8. The Transferees shall not permit the construction of any glasshouse or greenhouse or plastic house on the land without the Transferees first supplying the Transferors with a copy of the landscaping plan and the plans and specifications for the proposed greenhouse or glasshouse or plastic house, and the Transferors' approving such plans in writing, and the Transferees shall not thereafter proceed to construct such greenhouse or glasshouse or plastic house except in such manner as totally complies with the plans as so approved.
9. That the Transferees will not erect or permit or suffer to be erected or placed upon the Land any secondhand dwelling, caravan, hut or shed for any kind of permanent or temporary residential use except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of construction.

A handwritten signature in dark ink, appearing to be 'B.A. [unclear]', is located at the bottom left of the page.

10. That the Transferees shall not install or permit to be installed any overhead power lines or cables of any description.
11. The Transferees will not permit any water tank on the property to be more than 1.5 metres above the natural ground level unless such tank is made of or sheathed with timber planking (not with fibreboard, plywood or similar materials) so as to aesthetically blend in with the rural surroundings.
12. The Transferees shall keep the land in a neat and tidy condition and shall not permit excessive growth of grass to that it becomes long and unsightly or a fire risk and to regularly mow any grass verges and prune and keep tidy any trees and plantings and keep all noxious and annual weeds under strict control.
13. The Transferees will immediately on being invoiced pay their due portion of administration and costs of:
 - (a) Metered water supply from the pump and bore on Lot 12 in accordance with Easement Certificate C878364.7
 - (b) Mowing and keeping tidy the roadside verges in the subdivision which work shall be arranged and administered by the Transferors for so long as they remain registered proprietors of any one of the lots on DP 166291 or by such other person(s) as the Transferors may by Deed appoint.

A handwritten signature in dark ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the right.

~~In Consideration of the sum of~~

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the
~~Transferee all the Transferor's estate and interest in the said piece or pieces of land~~

In witness whereof these presents have been executed this *1st* day of *August* 1995

Signed by the Transferors
JOHN JOYCE & MARGARET JOYCE

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
(by the affixing of its common seal)

in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

SIGNED by the Transferees
JOHN JOYCE & MARGARET JOYCE
in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

J & M JOYCE

Transferor

SOLICITOR FOR THE TRANSFEE

J & M JOYCE

Transferee

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

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

SOLICITOR FOR THE TRANSFEE

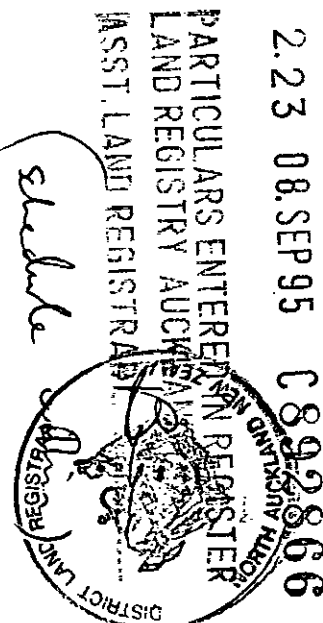
I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

Assistant / District Land Registrar of the

SOLICITOR FOR THE TRANSFEE

District of

McVeagh Fleming
Solicitors
MANUREWA



3) Mortgage B866511.X to The Rural Banking and Finance Corporation.X

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

We, **WENDY JANE SKETCHLEY** and **DAPHNE MAY DUCKWORTH**
both of **POSTBANK OPERATIONS CENTRE, NEWMARKET** New Zealand, Bank Officers,
hereby severally certify:-

1. **THAT** by deed dated the 23rd day of March 1987 copies of which are deposited in the
Land Transfer Offices at:-

Auckland	as No. B645244.1	Hokitika	as No. 076192
Blenheim	as No. 135176	Invercargill	as No. 138939.1
Christchurch	as No. 671561/1	Napier	as No. 474379
Dunedin	as No. 675347	Nelson	as No. 267775.1
Gisborne	as No. 166103.1	New Plymouth	as No. 339614
Hamilton	as No. H716341	Wellington	as No. 840808.1

POST OFFICE BANK LIMITED (referred to in this certificate as "the Bank") appointed as its Attorneys on the terms and subject to the conditions set out in the said deed any two persons whom for the time being are the holders of any one or more of the following positions in the Bank, namely the Chief Executive Officer, the General Manager Retail Banking, and every Regional General Manager, Branch Manager, Assistant Branch Manager, Branch Customer Services Manager, Branch Lending Manager and Branch Credit Services Manager and every other person whom for the time being shall be acting as the Chief Executive Officer, the General Manager Retail Banking, any Regional General Manager, Branch Manager, Assistant Branch Manager, Branch Customer Services Manager, Branch Lending Manager or Branch Credit Services Manager.

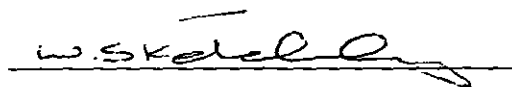
2. **THAT** we are respectively **BRANCH LENDING MANAGER** and
BRANCH CREDIT SERVICES MANAGER of the said Bank and as such are Attorneys for the
said Bank pursuant to the said deed.

3. **THAT** we have executed the attached document under the powers conferred upon us by the
Power of Attorney contained in the said deed.

4. **THAT** at the date hereof we have not received any notice or information of the revocation
of that appointment by the dissolution of the Bank or otherwise.

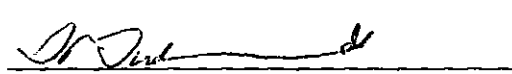
SIGNED at OSC NEWMARKET
this 21st day of July

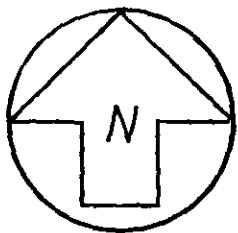
)
19 89)



SIGNED at OSC NEWMARKET
this 21st day of July

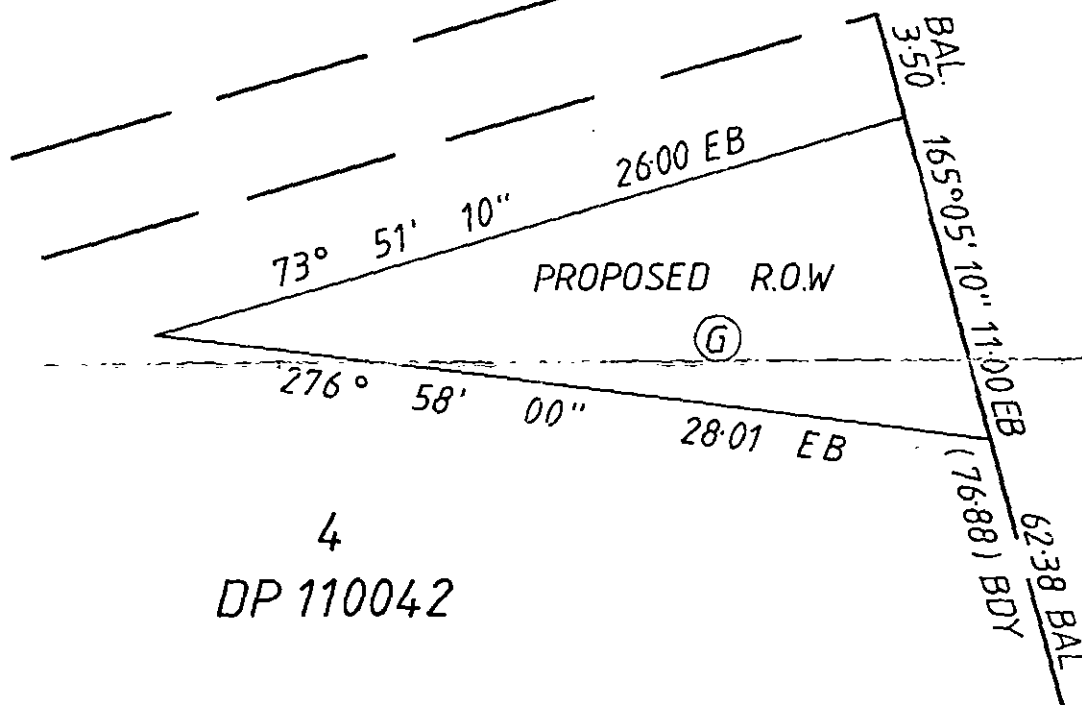
)
19 89)





Correct *[Signature]*
3./10./89 L.T. Surveyor

1
DP 110042



4
DP 110042

PLAN OF RIGHT OF WAY OVER LOT 4 DP 110042

PROPOSED EASEMENT

Purpose	Shown	Serv. Ten.	Dom Ten.
R.O.W	(G)	LOT 4 DP 110042	LOT 1 DP 110042

SCALE 1:250

FILE 2748

BLK VIII DRURY SD

FRANKLIN COUNTY

MAY 1989

[Signature]
REGD SURVEYOR
8/6/89

Pursuant to resolution of the Franklin County Council passed on the 2nd day of JUNE, 1989 approving pursuant to Section 348 of the Local Government Act 1974 the rights of way shown hereon the Common Seal of the Franklin County Council was affixed hereto in the presence of

[Signature]
Chairman
[Signature]
County Manager



~~XXXXMortgage B238965.2 to The Rural Banking and Finance Company XXXX~~

- 3). Mortgage B406008.1 to Bank of New Zealand;
4) Mortgage B578576.7 to Roberto Bersma and Beverley Olive Bersma
5) Mortgage C.030820.4 to Rice Craig Nominees Limited
(which land is hereinafter called "the dominant tenement")

AND WHEREAS The Transferor has agreed to grant to the Transferee the right of way for that part of the servient tenement shown marked "G" on the Plan annexed hereto to be appurtenant to the dominant tenement as hereinafter set forth

NOW THEREFORE IN PURSUANCE OF THE PREMISES AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged)

The Transferors HEREBY TRANSFER AND GRANT to the Transferee and its assigns and the registered proprietor or proprietors for the time being of the dominant tenement and its and their tenants employees agents workman invitees and visitors from time to time and at all times the right in common with the Transferors and their assigns and the registered proprietor or proprietors for the time being of the servient tenement to go pass and repass with or without animals and vehicles of all descriptions through over and along that part of the servient tenement marked "G" on the Plan annexed hereto TO THE INTENT that the right of way hereby granted shall be forever appurtenant to the dominant tenement for all purposes connected with the use occupation and enjoyment thereof

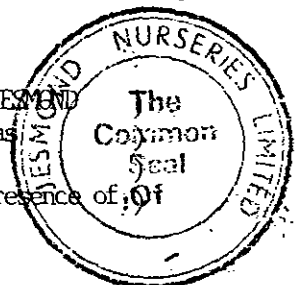
IT IS MUTUALLY COVENANTED between the Transferor and the Transferee and their respective successors and assigns that the reasonable cost of maintaining and repairing the carriageway formed on the right of way shall be borne equally by the Transferors and the Transferee and any dispute as to the liability of the parties under this covenant shall be determined by arbitration under the Arbitration Act 1908

IN WITNESS WHEREOF these presents have been executed this
of June 1989

SIGNED by ANTHONY PAUL GORE)
and LORRAINE SHANNON GORE)
as Transferors in the)
presence of:)

Anthony Paul Gore
Lorraine Shannon Gore
Solicitor
Papakura

THE COMMON SEAL of JESMOND
NURSERIES LIMITED was
hereunto affixed as
Transferee in the presence of:



Roberto Bersma Director
Beverley Olive Bersma Director/
Secretary

In Consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby **Transfer** to the said

all

estate and interest in the

said land above described

In witness whereof these presents have been executed this

of

19

89

day

Signed by the above named

in the presence of:—

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act

SOLICITOR FOR THE TRANSFEE

A P & L S GORE

Transferor

I hereby certify that this transaction does not contravene the provisions of Part 11A of the Land Settlement Promotion and Land Acquisition Act 1952.

SOLICITOR FOR THE TRANSFEE

JESMOND NURSERIES LIMITED

Transferee

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

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

SOLICITOR FOR THE TRANSFEE

CONSENT OF MORTGAGEE

Post Office Bank Limited as the Mortgagee, of the within described land contained in Certificate of Title Volume 62A Folio 584 North Auckland Land Registry HEREBY CONSENTS to the creation of the easement contained in the within written Transfer.

DATED this 21st day of July 1989

Assistant / District Land Registrar

of the District of

POST OFFICE)
ED (by affixing)
seal) in the)
f:)

INDER LYNCH (BDL)
SOLICITORS
PAPAKURA

Solicitors for the Transferee

12.15 15 SEP 89 C 041788-1F
PARTICULARS ENTERED IN THE REGISTER
LAND REGISTRY
ASSISTANT LAND REGISTRAR
Jana Skerh
May D
62A/584
62A/581
62A/584

View Instrument Details

Instrument Type	Caveat against dealings with land under s137 Land Transfer Act 1952
Instrument No	10768430.1
Status	Registered
Date & Time Lodged	21/04/2017 11:30:32
Lodged By	David An-wei Chang

Affected Computer Registers	Land District
65178	North Auckland

Registered Proprietor
Ze Kang Industrial Limited

Caveator
Chamberlain Development Limited

Estate or Interest claimed
The above caveator claims an equitable charge in the land contained in the above certificate of title CT 65178 as current owner is Ze Kang Industrial Limited.

Notice
Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

Address for Service of Caveator
Chamberlain Development Limited
C/- Winston Wang & Associates
96 Remuera Road
Newmarket
New Zealand
1050

Address for Registered Proprietor
Ze Kang Industrial Limited
C/- Fowler & Associates
17 Fusion Road
Flat Bush
New Zealand
2016

Caveator Certifications

I certify that I have the authority to act for the Caveator 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 ☒

View Instrument Details

Caveator 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 Winston Wanqian Wang as Caveator Representative on 26/05/2017 12:21 PM

*** End of Report ***



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



Identifier **NA120B/518**
Land Registration District **North Auckland**
Date Issued 02 October 1998

Prior References

NA111D/567

Estate	Fee Simple
Area	7130 square metres more or less
Legal Description	Lot 4 Deposited Plan 190321

Registered Owners

James Nicholas Guthrie, Laurel Gillian Guthrie and MGH Trustees Limited

Interests

C878364.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 16.8.1995 at 12.37 pm

Appurtenant hereto are water and water store rights specified in Easement Certificate C878364.7 - 16.8.1995 at 12.37 pm

The easements specified in Easement Certificate C878364.7 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer C892866.1

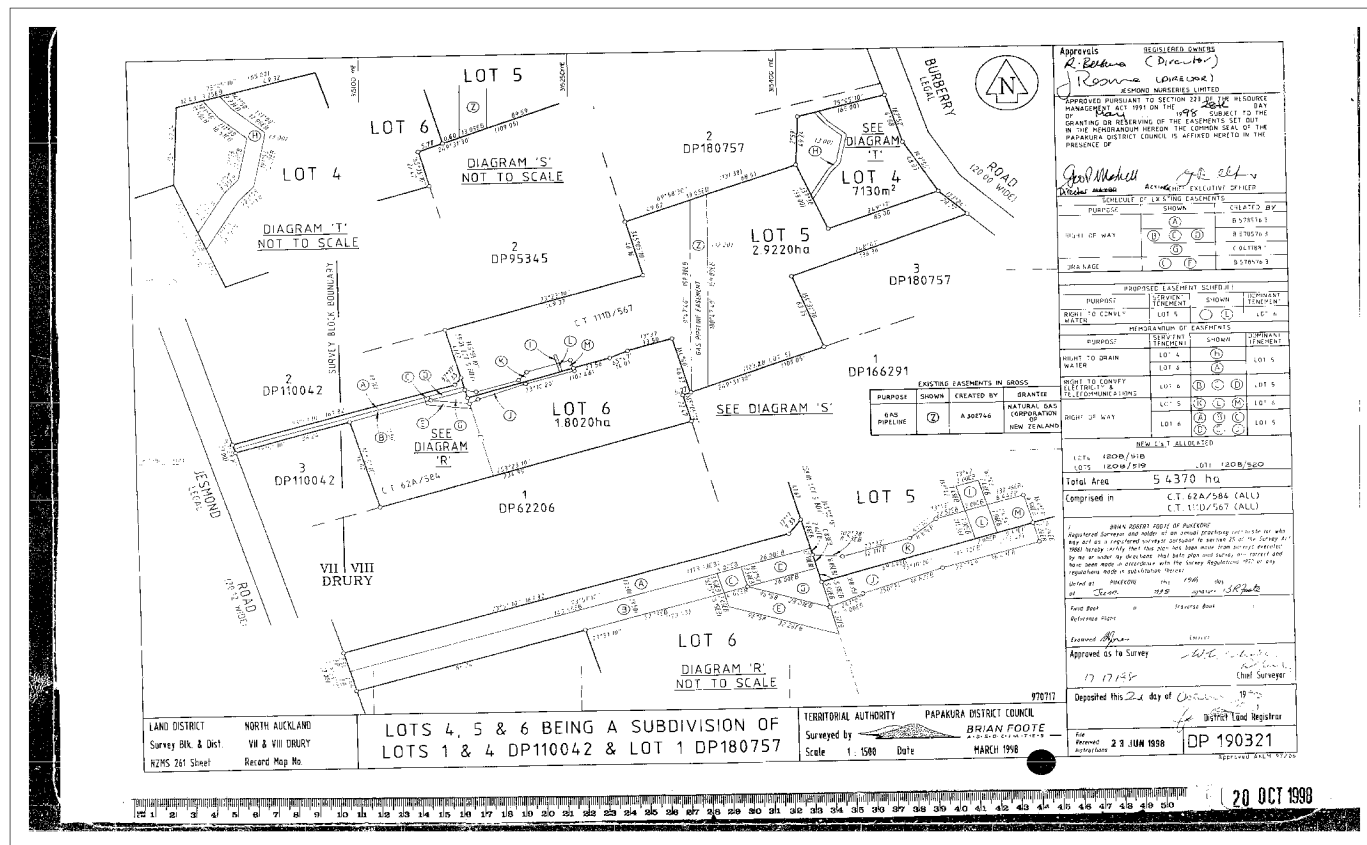
D317009.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 2.10.1998 at 3.09 pm

Subject to a right to drain water over part marked H on DP 190321 specified in Easement Certificate D317009.4 - 2.10.1998 at 3.09 pm

The easements specified in Easement Certificate D317009.4 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer D340249.2 - 11.12.1998 at 3.23 pm

D659577.2 Mortgage to (now) Westpac New Zealand Limited - 23.11.2001 at 10.15 am





IN THE MATTER OF

BETWEEN

AND

Section 221 of the Resource
Management Act 1991

JESMOND NURSERIES LTD

Registered Proprietors

THE PAPAKURA DISTRICT
COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lots 1-5 on Deposited Plan 316704

THE PAPAKURA DISTRICT COUNCIL [the Territorial Authority] having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following condition being registered against the Certificate of Title of Lot 1 - 5 and complied with as follows:

That the land transfer plan show a residential curtilage area in the form of a land covenant for Lots 1 - 5 and be limited to no more than 2000m².

Future residential buildings, residential ancillary buildings, garages and gardens shall be restricted to the curtilage area that is registered on the title.

THE PAPAKURA DISTRICT COUNCIL [the Territorial Authority] having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following conditions being registered against the Certificate of Title of Lot 1, 2, 4 and 5 and complied with as follows:

That the recommendations and information contained in the geotechnical investigation report prepared by Tilsley Associates Consulting Engineers and Environmental Consultants dated 15 August 2002 be strictly adhered to and all works are to be carried out accordingly.

That the sewerage system to service any future building development shall be designed by a Registered Engineer experienced in on-site disposal systems and shall be in accordance with the recommendations of the Geotechnical Report prepared by Tilsley Associates Consulting Engineers and Environmental Consultants dated 15 August 2002. This design may be completed at the time of Building Consent application.

Dated at Papakura this 28th day of February 2003

Paul Sousa, Principal Planner
Authorised Officer

CP78364.3

COND

IN THE MATTER of Section 221 of the
Resource Management Act 1991

A N D

IN THE MATTER of a sub-division of an
estate of freehold in fee
simple in all that parcel of
land containing 63.880 ⁴⁰⁴
hectares more or less being
part Allotment 36 Parish of
Opaheke, part thereof being
more particularly shown in
Deposited Plan 627 and being
the residue of the land
comprised and described in
Certificate of Title Volume
8B Folio 1274 North Auckland
Registry SUBJECT TO Pipeline
Easement Certificate
A.302746 and to ~~Mortgage~~ ^{Water} *
* Supply Easement in
Transfer C318814.5 ~~to 565373xxxxxx to xxxxxxxx~~
~~Banking Corporation~~

BETWEEN

JOHN JOYCE and MARGARET
JOYCE both of Karaka,
Businesspersons

REGISTERED PROPRIETORS

A N D

THE PAPAKURA DISTRICT
COUNCIL

THE COUNCIL

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

THE PAPAKURA DISTRICT COUNCIL the Territorial Authority having
jurisdiction in respect of the above land HEREBY GIVES NOTICE
that subdivision consent to Plan 166291 is granted subject to
conditions to be complied with on a continuing basis as to all
Lots on the said Plan DP 166291 by the subdividing owners and by/
subsequent owners after the deposit of the said Plan.

THE CONDITIONS are:

1. Each building site shall be subject to specific investigation and design by a registered engineer experienced in on-site wastewater disposal systems at building consent application stage. Adequate separation from ground water and watercourses shall be provided.
2. The effluent disposal systems shall comply with the requirements of the Auckland Regional Council's current General Authorisation for Domestic Wastewater Disposal.

3. The wastewater disposal systems shall be constructed in accordance with the specifications submitted, under the supervision of a registered engineer experienced in on-site waste water disposal systems who shall certify in writing to the Council that the system has been installed in accordance with the specification.
4. Adequate stormwater drainage shall be provided to ensure surface run-off/water tank overflow/ground water does not affect the satisfactory performance of the effluent disposal systems.
5. Effluent disposal areas shall be located on ground above the 100 year flood level.
6. The designated reserve areas for effluent disposal shall be identified on the site plan at building consent stage.
7. Each building site shall be subject to specific investigation by a registered engineer experienced in geotechnical engineering at the building consent application stage in order to confirm foundation conditions.
8. All recommendations and conditions included in the geotechnical report by Earthtech Consulting Limited dated 27 January 1994 and the application letter by B. Foote & Associates dated 4 February 1994 shall be strictly adhered to.
9. No caveats or other encumbrances shall be placed on any title to prevent the use of the Lots for horticultural purposes.
10. The owners or occupiers of the Lots which are not proposed in the Auckland Regional Council water availability letter of 14 February 1994 as being provided with water from bores, shall have access to water and the right of extraction set out below:

T.MZ Lots 1 and 4 to share equal extraction rights of water from Dam ~~B~~ G

Lots 6 - 10 and 15 to have a sixth share of extraction rights for water from Dam B.

No person shall extract more than one-sixth of the volume at any one time unless it is with the written agreement of the other 5 owners. Such an agreement is to be on a yearly renewable basis.

Lots 6 - 10 and 15 may have storage ponds erected on them to obtain water from Dam B. Such storage ponds are not to exceed 8,000 cubic metres in storage capacity.

Easements to enable provision of water to each Lot in the manner set out above are to be provided as necessary on the Survey Plan and reserved and granted.

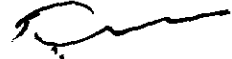
NOTE: Extraction from Dam B is only to occur in the months of April to September.

DATED at Papakura this 7TH day of AUGUST 1995.

.....
Principal Administrative
Officer

CA:083

Correct for the purposes of the Land
Transfer Act

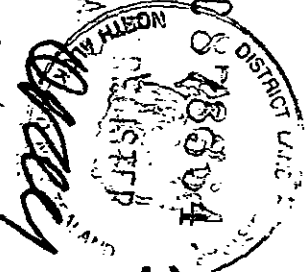


Solicitor for the Registered Proprietor

12.37 16.AUG95

PARTIALLY REGISTERED
LAND REGISTRATION ACT 1925
AS TO LAND IN

88/1234



3



C 878364.7 EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

✓/We JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 95 under No. 166291 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 166291

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to Convey Water	12 ✓	J & AA	Lots 1, 4-11, 13 & 15	100D/684 - 695 (incl)
" "	11	BB CC DD	Lots 5-10 & 15	100D/686-692 (incl) 695
"	10	EE	Lots 5-9 & 15	100D/686-691 (incl) 695
"	8	FF	Lots 7-10 & 15	100D/688-691, (incl) 695
"	8	HH Q II	Lots 9 & 10	100D/689, 690, 691
"	7	GG	Lots 8-10 & 15	100D/688-691, (incl) 695
"	10	JJ	Lot 9	100D/690, 691
"	15	QQ	Lots 7-10	100D/688-691, (incl) 695
"	6	MM E NN PP	Lots 7-10	100D/687-691 (incl)
"	12 ✓	KK	Lots 1, 4 & 13	100D/684, 685, 693, 694
"	13	LL	Lots 1 & 4	100D/684, 685, 694
"	1	SS A TT	Lot 4	100D/684, 685
Right to Store Water	1	RR	Lot 4	100D/684, 685
"	15	Y V Z	Lots 6 - 10	100D/687-691 (incl) 695
"	6	X	Lots 7 - 10 & 15	100D/687-691 (incl) 695

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

1. Rights and powers: The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 shall apply.
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

A. RIGHTS TO CONVEY WATER FROM PUMP AND BORE ON LOT 12

(a) The water supply is sourced at the pump and bore situated on Lot 12, and leads to the other Lots through a water supply system consisting of pipes under and through the easement areas defined in the Schedule.

(b) No owner of any Lot shall use any water from the supply for any purpose except such reasonable quantities as are necessary for watering livestock and/or watering any domestic garden adjacent to a dwelling, and in particular shall not use any water for horticulture or personal residential use.

(c) The registered proprietor of Lot 12 shall be responsible for maintaining the pump and bore, and the supply of electric power thereto, in good working order and condition, and for the administration of the water supply including the reading of meters, keeping records, payment of accounts, and invoicing individual registered proprietors for their share of the costs.

(d) The costs of maintenance, repair and replacement of the pump and bore and electrical supply thereto, including all associated fixtures and fittings, shall be paid by all the registered proprietors of all the Lots drawing water therefrom in proportion to their usage of water as measured by the water meters placed in the water pipelines servicing individual Lots, and they shall also pay the cost of electricity in the same proportions.

(e) Registered proprietors of individual Lots shall be responsible for repairing and maintaining the water pipelines, including joints and other fittings, as may be situated on the Lot or Lots owned by them, and shall at all times ensure that water flow to the other Lots is not blocked or impeded and shall repair any leakage or damage to the water supply system immediately any such leakage or damage occurs on his/her/their individual Lot or Lots PROVIDED THAT where any such repair is necessitated by fair wear and tear, then the cost thereof shall be borne by all the registered proprietors as may use the water supply system, calculated according to usage as aforesaid.

B. RIGHTS TO CONVEY WATER FROM DAMS ON LOTS 1, 6 and 15

(a) Individual registered proprietors having these rights shall be responsible for the installation, maintenance and repair of their own water supply systems including any pipelines and/or pumps in on or under the easement areas defined in the Schedule and shall use such quantities as are reasonable having regard to the quantities available and the rights of other users and shall obtain any water rights as may be necessary under the Resource Management Act or its statutory equivalent. **AND** shall comply with the registered Consent Notice Under Section 221 Resource Management Act 1991 dated 7th August 1995 whereunder (inter alia) Lots 1 & 4 are to share equal extraction rights from the dam on Lot 1 and Lots 6 - 10 & 15 are each to have a sixth share of extraction rights for water from the dam on Lots 6 & 15.

~~2. To take and to exercise, or to have or to exercise, any of the above easements.~~


3. RIGHT TO STORE WATER

Individual registered proprietors defined in the Schedule as having these rights shall have the right to have such water as naturally accumulates stored and kept for their use in and behind the dams on and in the defined easement areas specified in the Schedule, such water to be available for their reasonable use pursuant to clause 2(B) hereof PROVIDED THAT the registered proprietors of the servient tenements on which the dams are situated shall have no obligation to maintain any particular quantity or level of water and the quantities of water available shall be solely dependent on natural accumulation.

Dated this 1st day of August 19 95

Signed by the above-named

JOHN JOYCE & MARGARET JOYCE



in the presence of

Witness 

Occupation

Address G. H. FLEMING


SOLICITOR
AUCKLAND

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act

*The within easements, when
created, will be subject to
Section 243(a) Resource Management
Act 1991.*


Solicitor for the registered proprietor


ALR

McVeagh Fleming
Solicitors
MANUREWA

12.37 16.AUG95 C878364-7
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REG. CLERK
1003/684-7
695



D317009.4EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

/We JESMOND NURSERIES LIMITED

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 under No. 190321 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 190321

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	/ Lot 5	K, L, and M	Lot 6	120B/520
	/ Lot 6	A, B, C, D, G & J	Lot 5	120B/519
Right to Drain Water	/ Lot 4	H	Lot 5	120B/519
	Lot 6	A	Lot 5	120B/519
Right to convey electricity & communications	/ Lot 6	B, C and D	Lot 5	120B/519
Right to convey water	Lot 5	I & L	Lot 6	120B/520

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

1. Rights and powers: Seventh schedule to the Land Transfer Act 1952

Annexure Schedule

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

Easement Certificate

Dated 16th Sept 1998

Page 4 of 6 Pages

Continuation

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY ELECTRICITY AND TELECOMMUNICATIONS:

As to that part of the lands marked "B", "C" and "D" on DP 190321

- (1) The right to convey electricity, gas and telecommunications referred to herein shall be the right for the dominant tenement at all times to maintain electric power and telecommunications connections through over or under the area defined with any other person lawfully entitled so to do and for that purpose to lay and erect conduits, cables, pipes, wires, poles, and accessories with the right for the registered proprietors for the time being of the dominant tenement with or without servants agents workmen and with all necessary tools plant and equipment to enter upon the servient tenement for the purpose of installing laying erecting maintaining and repairing the said conduits, cables, pipes, wires, poles, and accessories PROVIDED THAT as little damage as possible shall be caused to the servient tenement and the surface thereof shall be restored as nearly as possible to its former state and condition AND PROVIDED THAT the laying erecting renewing and repairing of such conduits, cables, pipes, wires, poles, and accessories shall be carried out in such a way that as little inconvenience as possible is caused to the occupiers of the servient tenement.
- (2) All differences and disputes which shall arise between the parties hereto or their successors in title or any of them touching or concerning the easements hereby created or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to arbitration by a single arbitrator in accordance with the Arbitration Act 1996 or any amendment thereto or re-enactment thereof for the time being in force.
- (3) Any costs (not borne by an Energy Company, Telecommunications Company, or other Authority) of installing laying erecting renewing altering or repairing such parts of the conduits, cables, pipes, wires, poles, and accessories as are used in common by the registered proprietors of any of the said pieces of land entitled to use such conduits, cables, pipes, wires, poles, and accessories shall be borne in equal shares by such of the registered proprietors as use such common part PROVIDED THAT if any of the said pieces of land or any part thereof entitled to use such conduits, cables, pipes, wires, poles, and accessories are subdivided the basis of contribution to any of such costs shall thereupon be varied so that thenceforth the registered proprietors of every separate lot or piece of land that use such common parts shall contribute equally to such costs PROVIDED THAT if any damage is caused or any repair is necessary to the said conduits, cables, pipes, wires, poles, or accessories through the act or neglect of any particular one or more of the registered proprietors of any of the said pieces of land entitled to use such conduits, cables pipes, wires, poles, and accessories or any part thereof or their servants tenants agents workmen licensees or invitees the cost of making good such damage or of such repairs shall be borne entirely by that particular registered proprietor or those particular

(continued on page 5 annexure schedule)

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

JB JB

Annexure Schedule

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

Easement Certificate

Dated 16th September 1998

Page 5 of 6 Pages

Continuation

registered proprietors who shall carry out the work necessary to make good such damage or do such repair within seven days after being requested so to do in writing by any party or parties not in default and if the party in default fails to make good such damage or to carry out such repairs then such making good or repairs may be done by the party or parties giving such notice who may recover the cost thereof from the party in default together with interest thereon at the prescribed rate for interest on money under the Judicature Act 1908 or any amendment thereto or re-enactment thereof for the time being in force. Such interest to be calculated from the date of payment of the costs by the party giving notice.

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY WATER AND DRAIN WATER:

As to that part of the lands marked "A", "H", "I" and "L" on DP 190321

- (1) All differences and disputes which shall arise between the parties hereto or their successors in title or any of them touching or concerning the easements hereby created or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to arbitration by a single arbitrator in accordance with the Arbitration Act 1996 or any amendment thereto or re-enactment thereof for the time being in force.
- (2) Any costs (not borne by a local, territorial, or other Authority) of installing laying erecting renewing altering or repairing such parts of the conduits, pipes, and accessories as are used in common by the registered proprietors of any of the said pieces of land entitled to use such conduits, pipes, and accessories shall be borne in equal shares by such of the registered proprietors as use such common part **PROVIDED THAT** if any of the said pieces of land or any part thereof entitled to use such conduits, pipes, and accessories are subdivided the basis of contribution to any of such costs shall thereupon be varied so that thenceforth the registered proprietors of every separate lot or piece of land that use such common parts shall contribute equally to such costs **PROVIDED THAT** if any damage is caused or any repair is necessary to the said conduits, pipes, or accessories through the act or neglect of any particular one or more of the registered proprietors of any of the said pieces of land entitled to use such conduits pipes, and accessories or any part thereof or their servants tenants agents workmen licensees or invitees the cost of making good such damage or of such repairs shall be borne entirely by that particular registered proprietor or those particular registered proprietors who shall carry out the work necessary to make good such damage or do such repair within seven days after being requested so to do in writing by any party or parties not in default and if the party in default fails to make good such damage or to carry out such repairs then such making good or repairs may be done by the party or parties giving such notice who may recover the cost thereof from the party in default together with interest thereon at the prescribed rate for interest on money under the Judicature

(continued on page 6 annexure schedule)

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

R.B. JB

Annexure Schedule

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

EasementCertificate

Dated

16th September

1998

Page

6

of

6

Pages

Continuation

Act 1908 or any amendment thereto or re-enactment thereof for the time being in force. Such interest to be calculated from the date of payment of the costs by the party giving notice.

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT OF WAY:

As to that part of the lands marked "A", "B", "C", "D", "G", "J", "K", "L" and "M" on DP 190321

- (1) All differences and disputes which shall arise between the parties hereto or their successors in title or any of them touching or concerning the easements hereby created or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to arbitration by a single arbitrator in accordance with the Arbitration Act 1996 or any amendment thereto or re-enactment thereof for the time being in force.
- (2) If any damage is caused or any repair is necessary to the driveway through the act or neglect of any particular one or more of the registered proprietors of any of the said pieces of land entitled to use the right of way or any part thereof or their servants tenants agents workmen licensees or invitees the cost of making good such damage or of such repairs shall be borne entirely by that particular registered proprietor or those particular registered proprietors who shall carry out the work necessary to make good such damage or do such repair within seven days after being requested so to do in writing by any party or parties not in default and if the party in default fails to make good such damage or to carry out such repairs then such making good or repairs may be done by the party or parties giving such notice who may recover the cost thereof from the party in default together with interest thereon at the prescribed rate for interest on money under the Judicature Act 1908 or any amendment thereto or re-enactment thereof for the time being in force. Such interest to be calculated from the date of payment of the costs by the party giving notice.

(end)

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

R.T. JB

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

As set out in the attached annexure schedules pages 4 to 6

Dated this

18th

day of

September

1998

Signed by the above-named

JESMOND NURSERIES LIMITED
by its directors

in the presence of

Witness

Occupation

Address

Directors Name (RUSSEL BERSMA)

Directors Name (JAN SUSAN BERSMA)

EASEMENT CERTIFICATE

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

*Correct for the purposes of the
Land Transfer Act*

Solicitor for the registered proprietor

120B/518-520 (nd)
4K EC 48-

3.09 02.0CT198 D 317009
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH
ASST LAND REGISTRAR



PRICE VOULK MCCARTHY
SOLICITORS
MANUKAU CITY

LNZ-COPY



C892866.1 T

Memorandum of Transfer



WHEREAS JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons
("the Transferors")

are
(herein called "the Transferor") ~~being~~ registered as proprietors of ~~an~~ estates in fee simple

101jdc1 11:53:01 05/09/1995 0000012129
New Zealand Stamp Duty - Not Liab!
Assessed by dept \$**,***,**0.00

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

~~containing~~ ~~xxxxxx~~
more particularly described in the First Schedule ("the Land")

AND WHEREAS the Transferors when registered proprietors of the land contained in
Deposited Plan 166291 subdivided that land into lots in the manner shown and defined
on that Plan for the purposes of the sale of those lots as an estate comprising rural
residential lots suitable for horticulture or other agricultural or pastoral
production or use accompanied by a rural residential lifestyle

AND WHEREAS it is the Transferors' intention that all the lots contained in the said
plan (except Lot 12 which contains an existing high quality homestead and outbuildings
already in keeping with the intent hereof) shall be subject to a general scheme
applicable to and for the benefit of all of the rural lots to the intent that a high
standard of rural residential amenity shall be enjoyed by the registered proprietors
of all the lots and that the owner or occupier for the time being of each of the lots
should be bound by the stipulations and restrictions set out in the Second Schedule
hereto and that the respective owners and occupiers for the time being of any of the
lots may be able to enforce the observance of such stipulations and restrictions by
the owners or occupiers for the time being of the lots in equity or otherwise
howsoever and the Transferors shall transfer each of the lots described in the First
Schedule hereto subject to the like covenants as are contained in the Second Schedule
hereto.

AND WHEREAS the Transferors wish to utilise the provisions of Sections 49 and 66A of
the Property Law Act 1952 to create such scheme and to this end will by this
Memorandum transfer each of the lots comprising the Land to themselves as Transferees

NOW THEREFORE IN PURSUANCE of the premises AND IN CONSIDERATION of the sum of ONE
DOLLAR (\$1.00) paid to the Transferors by themselves as Transferees the Transferors
HEREBY TRANSFER to themselves by this Memorandum all the Transferors' estate and
interest in the Land described in the First Schedule AND IN FURTHER PURSUANCE of the
Transferors' intention set out above the Transferors in their capacity as Transferees
for themselves and their successors in title so as to bind the Land For the benefit of
all its registered proprietors from time to time COVENANT AND AGREE in this with
themselves as Transferors for the benefit of the Land and each of its registered
proprietors from time to time that the Transferees will henceforth and always observe
and perform all the stipulations, restrictions and covenants contained in the Second
Schedule of this Memorandum TO THE END AND INTENT that each of the said stipulations,
restrictions and covenants shall forever enure for the benefit of all the Land and
every part thereof PROVIDED ALWAYS that the Transferees shall be liable only in
respect of breaches of the stipulations, restrictions and covenants which occur while

the Transferees are the registered proprietor of any of the lots comprising the Land in respect of which any such breach shall occur

AND IN CONSIDERATION THEREFORE the Transferees FURTHER COVENANT IN THIS MEMORANDUM with themselves as Transferors that the Transferees will at all times save harmless and keep indemnified the Transferors from all proceedings, costs, claims and demands in respect of breaches by the Transferees of any of the agreements, stipulations, restrictions and covenants in this Memorandum.

FIRST SCHEDULE

Lots 1, 4 to 11 (inclusive) 13 and 15 DP 166291 comprising together 57.527 hectares and being all the land comprised and described in Certificates of Title Volume 100D Folio 684 to Folio 692 (inclusive), 694 and 695 (North Auckland Land Registry)

Subject to and together with:

- Jr*
MJ
- ~~1. A302746 Pipeline Easement Certificate~~
 - 2. B994961 Variation of Pipeline Easement Certificate ~~A302746~~
 - 3. Stormwater Drainage created by
 - 4. Easement Certificate

~~5. Easement Certificate~~

- 1. A302746 Pipeline Easement Certificate (in respect of Lots 1,4,5,6 & 15)
- 2. C.544778.1 Certificate under S.94(c) Transit New Zealand Act 1991 (in respect of Lots 1 and 13)
- 3. C.878364.3 Consent Notice (in respect of Lots 1,4 to 11, 13 and 15)
- 4. C.878364.4 Consent Notice (in respect of Lots 6 and 15)
- 5. C.878364.6 Easement Certificate (in respect of Lots 8 and 9)
- 6. C.878364.7 Easement Certificate (in respect of Lots 1,4 to 11, 13 and 15)
- 7. Water Supply Easement created by Transfer C.318814.5 varied by C.565177.5 (in respect of Lots 7,8,10,11 and 15)
- 8. C.878364.8 Transfer Granting Stormwater Easement (in respect of Lots 6 and 11)

SECOND SCHEDULE

1. That the Transferees will not use the Land or permit the same to be used for any purpose which is not permitted or allowable by and in accordance with the Papakura District Council District Plan.
2. That the Transferees will not permit to be erected or placed on the Land any residential dwelling with a floor area of less than 210 square metres (excluding garage, carports and decking), which shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof.
3. That the Tranferees will not erect any dwellinghouse on the Land (including any adjoining garage, but excluding any barns, sheds or other separate buildings or dwellings) constructed to a value of not less than the base value plus Goods and Services Tax. The base value as at 1st September 1995 shall be \$220,000.00 and shall be adjusted in accordance with the percentage increase of the Modal House Building Cost Index as defined from time to time by the New Zealand Institute of Valuers.
4. That the Tranferees shall not permit any metal clad roofing which has not been prepainted.
5. That the Transferees will not permit to be erected any fence constructed of corrugated iron or exceeding 1.83 metres in height above the natural ground level.
6. That the Transferees shall not permit any building to be completed outside 12 months of laying down of the foundations for such building, and no building once under construction shall be left without substantial work being carried out for a period exceeding three months.
7. That the Transferees shall not permit any farm outbuildings or ancillary buildings to be constructed on the land except as shall be completed to a high standard of workmanship and shall ensure that they shall not be constructed from any second hand materials or use corrugated iron (whether prepainted or not) for any external wall panelling. Farm outbuildings or ancillary buildings shall be such that they are usual and reasonable for the type of horticultural, agricultural or pastoral use and shall be of a style (including that of the garden or landscaping aspects and fencing off surrounding grounds) in keeping with each other so that the dwellinghouse and any additional buildings and surrounding grounds thereof belnd in with the rural nature of the surrounding area to ensure that a pleasing aesthetically compatible appearance is maintained for the benefit of all the lots.
8. The Transferees shall not permit the construction of any glasshouse or greenhouse or plastic house on the land without the Transferees first supplying the Transferors with a copy of the landscaping plan and the plans and specifications for the proposed greenhouse or glasshouse or plastic house, and the Transferors' approving such plans in writing, and the Transferees shall not thereafter proceed to construct such greenhouse or glasshouse or plastic house except in such manner as totally complies with the plans as so approved.
9. That the Transferees will not erect or permit or suffer to be erected or placed upon the Land any secondhand dwelling, caravan, hut or shed for any kind of permanent or temporary residential use except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of construction.

A handwritten signature in dark ink, appearing to be 'B.A. [unclear]', is located at the bottom left of the page.

10. That the Transferees shall not install or permit to be installed any overhead power lines or cables of any description.
11. The Transferees will not permit any water tank on the property to be more than 1.5 metres above the natural ground level unless such tank is made of or sheathed with timber planking (not with fibreboard, plywood or similar materials) so as to aesthetically blend in with the rural surroundings.
12. The Transferees shall keep the land in a neat and tidy condition and shall not permit excessive growth of grass to that it becomes long and unsightly or a fire risk and to regularly mow any grass verges and prune and keep tidy any trees and plantings and keep all noxious and annual weeds under strict control.
13. The Transferees will immediately on being invoiced pay their due portion of administration and costs of:
 - (a) Metered water supply from the pump and bore on Lot 12 in accordance with Easement Certificate C878364.7
 - (b) Mowing and keeping tidy the roadside verges in the subdivision which work shall be arranged and administered by the Transferors for so long as they remain registered proprietors of any one of the lots on DP 166291 or by such other person(s) as the Transferors may by Deed appoint.

A handwritten signature in dark ink, consisting of stylized, overlapping loops and a trailing flourish.

~~In Consideration of the sum of~~

paid to the Transferor by

~~(herein called "the Transferee") the receipt of which sum is hereby acknowledged Hereby Transfers to the Transferee all the Transferor's estate and interest in the said piece or pieces of land~~

In witness whereof these presents have been executed this *1st* day of *August* 1995

Signed by the Transferors
JOHN JOYCE & MARGARET JOYCE

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
(by the affixing of its common seal)

in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

SIGNED by the Transferees
JOHN JOYCE & MARGARET JOYCE
in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

J & M JOYCE

Transferor

SOLICITOR FOR THE TRANSFEE

J & M JOYCE

Transferee

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

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

SOLICITOR FOR THE TRANSFEE

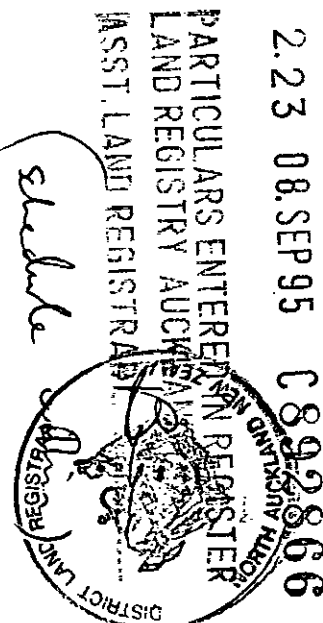
I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

Assistant / District Land Registrar of the

SOLICITOR FOR THE TRANSFEE

District of

McVeagh Fleming
Solicitors
MANUREWA



TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

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

Land Registration District

North Auckland

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

120B

518

All

Transferor Surnames must be underlined

Jesmond Nurseries Limited

Date Agreement Stamped 7/12/98

Amount of Stamp Duty Paid \$0.00

Certified by [Signature]

Solicitor for Transferor/Transferee
(delete inapplicable alternative)

Transferee Surnames must be underlined

James Nicholas Guthrie and Laurel Gillian Guthrie

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

Fee simple subject to the land covenants contained in the annexure schedule.

Consideration

\$260,000.00

Operative Clause

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

Dated this 4th day of December 1998

Attestation

[Signature]
DIRECTOR

Signed in my presence by the Transferor
Signature of Witness

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

Witness name

Occupation

Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

[Signature]

Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

4th March 1990

Page

2

of

3

Pages

continuation of "estate or interest or easement to be created"

The Transferee with the intent to bind themselves and future registered proprietors of the land covenant agree with the Transferor that the Transferee will at all times observe, perform, keep and be bound by each and every stipulation and restriction contained in the first schedule to the intent that the stipulations and restrictions shall enure for the benefit of the land described in the second schedule and every part of it.

First Schedule

1. Not to erect or place upon the land any building other than a private dwelling-house together with the usual garage and outbuildings appurtenant to a dwelling-house.
2.
 - (a) Not to erect any building without the Transferor having first approved the plans, specifications and site plans which approval shall not be withheld in the case of plans and specifications which provide for buildings which are to be reasonably sited having regard to adjoining properties and will not visually detract from other properties in the vicinity and is of similar quality to other properties in the vicinity.
 - (b) The Transferor shall not unreasonably withhold approval of plans, specifications and site plans under sub-paragraph (a) above.
 - (c) If any dispute arises as to whether the Transferor has acted unreasonably in withholding approval as above then the dispute shall be referred to mediation and failing resolution then arbitration by a single arbitrator nominated by the President of the Auckland District Law Society at the request of either party and such arbitrator may determine the mode of procedure of the arbitration.
3.
 - (a) Not to use or permit to be used the land for commercial glasshouses, poultry farming, piggery, dog kennels, pet centre, horse stables, grazing of stock as a run-off or otherwise, or any activity associated with the aforementioned uses or any commercial or non-residential purposes whatsoever.
 - (b) Not to erect or allow to be erected on the land any building which would normally be erected for any of the purposes referred to in sub-paragraph (a) above.
4.
 - (a) Not to call upon the Transferor to pay for or contribute towards the expense of construction or maintenance of any fence between the land and any contiguous land of the Transferor but this covenant shall not enure for the benefit of any subsequent purchaser or proprietor of the contiguous land.
5. In the event of any dispute arising as to any matter affecting the covenants contained in this Transfer then such dispute shall be resolved in the same manner as referred to above for disputes as to the Transferor acting unreasonably.

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

JS LG

J. A. Guthrie

JB ZB

Annexure Schedule

Insert below

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

Transfer

Dated

4th Decr 1992

Page

3

of

3

Pages

Second Schedule

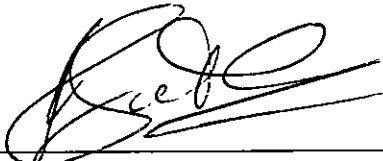
4.7240 hectares

Lots 5 and 6

All that parcel of land containing ~~1138 square metres~~ more or less being ~~1844~~ on Deposited Plan 190321 ~~Certificates of Title~~
~~120B/519~~ Certificates of Title 120B/519 and 120B/520

J.B.R.B.

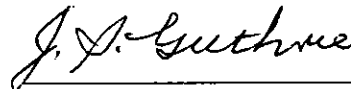
SIGNED by the Transferee



James Nicholas Guthrie

Signed in my presence by the Transferee

Signature of Witness:



Witness name: J.S.N. GUTHRIE

Occupation: RETIRED

Address: 38 SORREL CRES
BUCKLANDS BEACH



Laurel Gillian Guthrie

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

J.B. D. 29 J.S.N. P.B.

TRANSFER

Land Transfer Act 1952

Law Firm Acting
Malloy Goodwin Harford Solicitors Newmarket AUCKLAND

Auckland District Law Society
REF: 4135



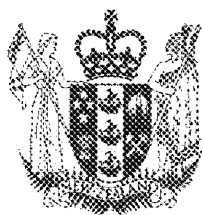
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
ASST LAND REGISTRAR

3.23 11.DEC98 D 340249

LINZ COPY




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



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




R. W. Muir
Registrar-General
of Land

Identifier 69219
Land Registration District North Auckland
Date Issued 14 July 2003

Prior References

NA111D/568

Estate	Fee Simple
Area	1.0890 hectares more or less
Legal Description	Lot 1 Deposited Plan 317621

Registered Owners

Yu Wang and Yue Huang

Interests

A302746 Subject to a gas pipeline easement in gross over the part herein marked E and Y on DP 317621 to Natural Gas Corporation of New Zealand

C878364.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991

Appurtenant hereto are water and water store rights specified in Easement Certificate C878364.7

The easements specified in Easement Certificate C878364.7 are subject to Section 243 (a) Resource Management Act 1991

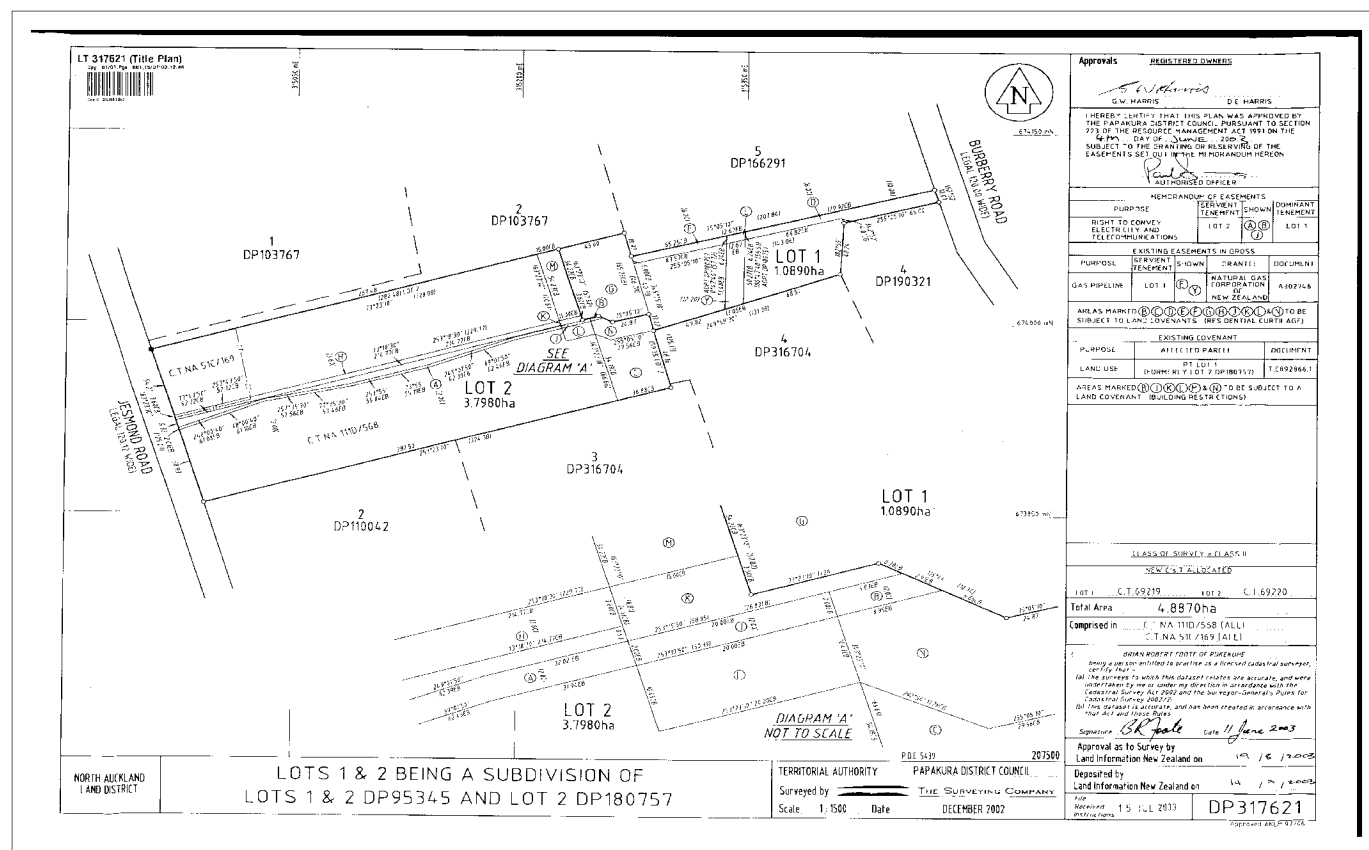
Land Covenant in Transfer C892866.1

5656273.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 14.7.2003 at 9:00 am

Appurtenant hereto is a right to convey electricity, telecommunications and computer media created by Easement Instrument 5656273.4 - 14.7.2003 at 9:00 am

The easements created by Easement Instrument 5656273.4 are subject to Section 243 (a) Resource Management Act 1991

10547644.2 Mortgage to ANZ Bank New Zealand Limited - 31.8.2016 at 4:03 pm





IN THE MATTER OF

Section 221 of the Resource
Management Act 1991

BETWEEN

HARRIS, Gary William and
Dianne Ethel
Registered Proprietors

AND

THE PAKAKURA DISTRICT
COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lots 1 & 2 on Deposited Plan 317621

THE PAKAKURA DISTRICT COUNCIL [the Territorial Authority] having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following conditions being registered against the Certificate of Title of Lots 1 and 2 and complied with as follows:

That residential buildings, residential ancillary buildings, garages, swimming pools, paved tennis courts but excluding lawn tennis courts and gardens, be restricted to the residential curtilage area registered on the title as covenant areas D, E, F and G (Lot 1) and B, C, H, J, K, L, and N (Lot 2).

Dated at Papakura this 5th day of June 2003

Paul Sousa, Principal Planner
Authorised Officer

A N D

* Supply Easement in
Transfer C318814.5

BETWEEN

JOHN JOYCE and MARGARET JOYCE both of Karaka, Businesspersons

REGISTERED PROPRIETORS

A N D

THE PAPAKURA DISTRICT
COUNCIL

THE COUNCIL

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

THE PAKAPAKA DISTRICT COUNCIL the Territorial Authority having jurisdiction in respect of the above land HEREBY GIVES NOTICE that subdivision consent to Plan 166291 is granted subject to conditions to be complied with on a continuing basis as to all Lots on the said Plan DP 166291 by the subdividing owners and by subsequent owners after the deposit of the said Plan.

THE CONDITIONS are:

1. Each building site shall be subject to specific investigation and design by a registered engineer experienced in on-site wastewater disposal systems at building consent application stage. Adequate separation from ground water and watercourses shall be provided.
2. The effluent disposal systems shall comply with the requirements of the Auckland Regional Council's current General Authorisation for Domestic Wastewater Disposal.

3. The wastewater disposal systems shall be constructed in accordance with the specifications submitted, under the supervision of a registered engineer experienced in on-site waste water disposal systems who shall certify in writing to the Council that the system has been installed in accordance with the specification.
4. Adequate stormwater drainage shall be provided to ensure surface run-off/water tank overflow/ground water does not affect the satisfactory performance of the effluent disposal systems.
5. Effluent disposal areas shall be located on ground above the 100 year flood level.
6. The designated reserve areas for effluent disposal shall be identified on the site plan at building consent stage.
7. Each building site shall be subject to specific investigation by a registered engineer experienced in geotechnical engineering at the building consent application stage in order to confirm foundation conditions.
8. All recommendations and conditions included in the geotechnical report by Earthtech Consulting Limited dated 27 January 1994 and the application letter by B. Foote & Associates dated 4 February 1994 shall be strictly adhered to.
9. No caveats or other encumbrances shall be placed on any title to prevent the use of the Lots for horticultural purposes.
10. The owners or occupiers of the Lots which are not proposed in the Auckland Regional Council water availability letter of 14 February 1994 as being provided with water from bores, shall have access to water and the right of extraction set out below:

T.MZ Lots 1 and 4 to share equal extraction rights of water from Dam ~~B~~ G

Lots 6 - 10 and 15 to have a sixth share of extraction rights for water from Dam B.

No person shall extract more than one-sixth of the volume at any one time unless it is with the written agreement of the other 5 owners. Such an agreement is to be on a yearly renewable basis.

Lots 6 - 10 and 15 may have storage ponds erected on them to obtain water from Dam B. Such storage ponds are not to exceed 8,000 cubic metres in storage capacity.

Easements to enable provision of water to each Lot in the manner set out above are to be provided as necessary on the Survey Plan and reserved and granted.

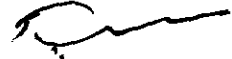
NOTE: Extraction from Dam B is only to occur in the months of April to September.

DATED at Papakura this 7TH day of AUGUST 1995.

.....
Principal Administrative
Officer

CA:083

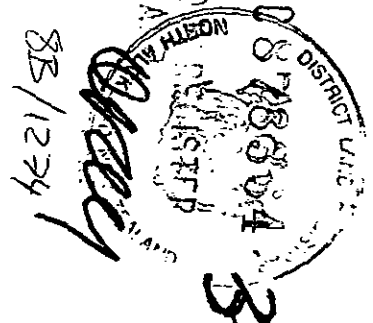
Correct for the purposes of the Land
Transfer Act



Solicitor for the Registered Proprietor

12.37 16.AUG95

PARTIALLY REGISTERED
LAND REGISTRATION ACT 1925
AS TO LAND IN



PIPELINE EASEMENT CERTIFICATE

Under Section 70 of the Petroleum Act 1937

Pursuant to the provisions of the Petroleum Act 1937 (in this certificate referred to as the Act), the Minister of Mines hereby certifies that a pipeline (as defined in section 49 of the Act) is authorised to pass on, over, or through the land described in the First Schedule hereto (in this certificate referred to as the said land) upon the following terms and conditions:

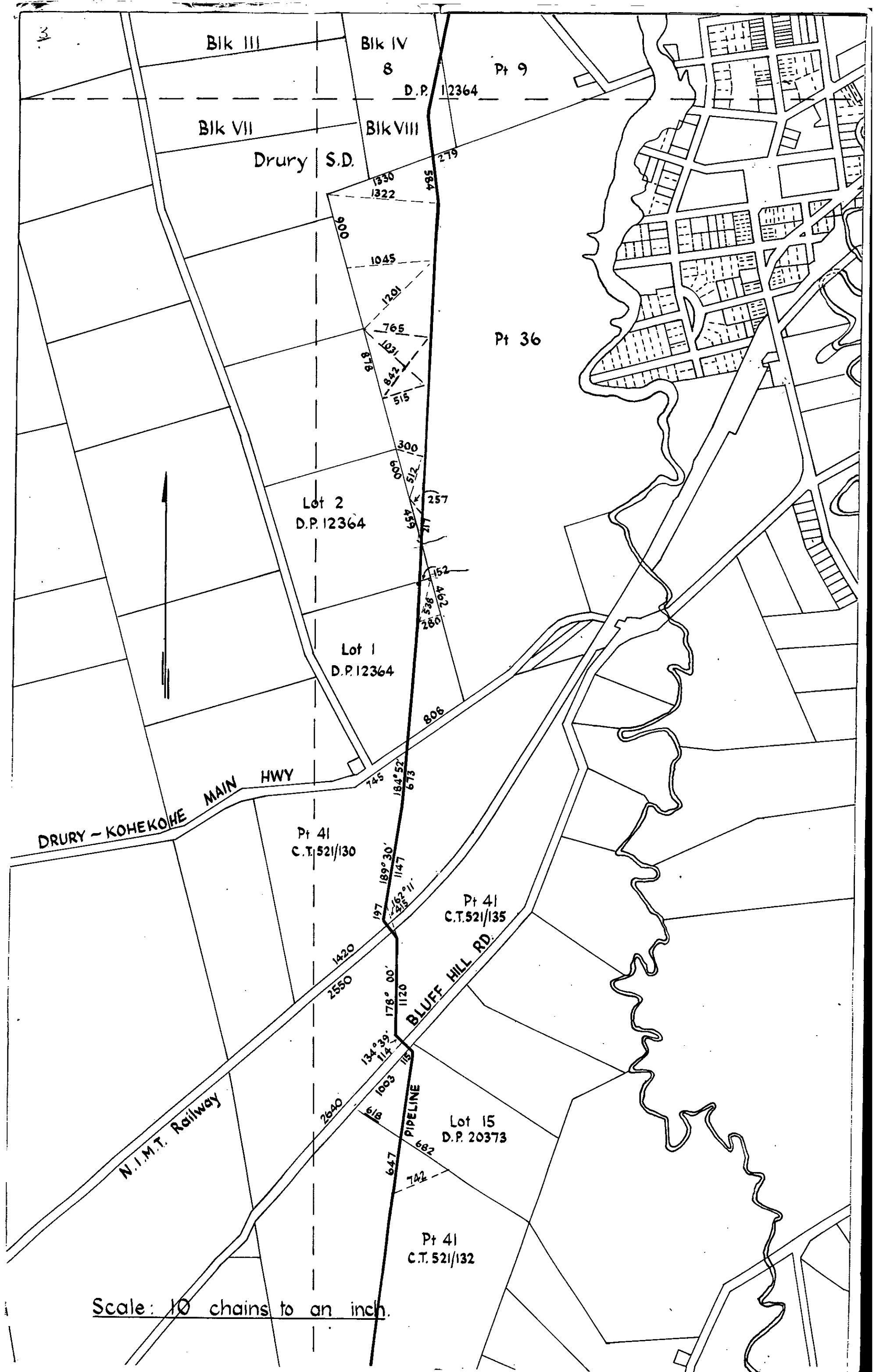
1. The owner of the pipeline is the Natural Gas Corporation of New Zealand.
2. The owner of the pipeline shall comply with the provisions of the Act and the regulations in force thereunder.
3. The pipeline shall be placed along the line delineated on the plan annexed hereto and coloured red or marked "Pipeline".
4. Upon the issue of this certificate, the owner of the pipeline shall have the right of entry on the said land pursuant to subsection (6) of section 70 of the Act for the purpose of exercising the rights conferred on him by the Act and any regulations made thereunder and by his pipeline authorisation.
5. For the purposes of subsection (3) of section 70 of the Act, this certificate shall apply to the land extending for 20 ft (being not more than 30 ft) on either side of the pipeline (in this certificate referred to as the said strip) and the owner of the pipeline shall have the right at any time after the issue hereof to remove from the said strip all cultivated or natural vegetation including trees and shrubs.
6. The owner or occupier of the land shall have the right to use the same (except for such use as may be reasonably held to interfere with the enjoyment of the rights of the owner of the pipeline hereunder or under the Act or under his authorisation) but shall not erect any building, construction, or fence or plant any tree or shrub on the said strip, disturb the soil of the said strip below a depth of 15 in. from the surface or do anything which would or could damage or endanger the pipeline without the consent of the owner of the pipeline being first obtained. Any such consent shall not be unreasonably withheld.
7. Where the pipeline is below the surface of the ground, the owner of the pipeline shall bury it so that it will not interfere with the ordinary cultivation of the said land and in so doing or in maintaining, repairing, renewing, changing, or removing the pipeline he shall cause as little damage as possible to the surface of the said land.
8. The owner of the pipeline will restore or pay to the owner or occupier of the said land the cost of restoring the surface of the said land as nearly as possible to its former condition or state.
9. Such of the rights, easements, or obligations hereinbefore recited or referred to which place a burden on the said land or on the owner or occupier of the said land shall be binding on him the said owner or occupier his successors, executors, administrators, and assigns and such of them as place a burden on the owner of the pipeline shall be binding on him, his successors, executors, administrators, and assigns.

FIRST SCHEDULE

Description of Land	Area	Certificate of Title	
		Vol.	Folio
Part Allotment 36, Opaheke Parish	2a. 3.r. 10p.	8B	1274
Part Lot 2, D.P.12364	1r. 5p.	420	226 ✓
Part Lot 1, D.P.12364	1a. 0r. 15p.	426	8 ✓
Part Drury-Kohekohe Main Highway	10p.		
Part Allotment 41, Opaheke Parish	1a. 0r. 35p.	521	130 ✓
Part Railway Land	10p.		
Part Allotment 41, Opaheke Parish	3r. 10p.	521	135 ✓
Part Bluff Hill Road	10p.		
Part Lot 15, D.P.20373	2r. 20p.	608	188 ✓

Dated at Wellington this 16th day of July 1968

Signed by THOMAS DANIEL CLIFFORD,
Assistant Under-Secretary (A), Mines Department,
under powers delegated to him by the Minister of
Mines under the provisions of section 4 of the
Petroleum Amendment Act 1965, and not revoked
at the date of signing.



under section 70 of the Petroleum Act 1937

Wami Kusi

Solicitor for the Owner of the Pipeline.

Particulars entered in the Register Book

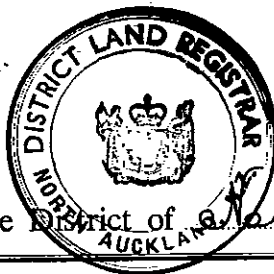
Vol. 420 / 226 ~~Folie~~ 426 / 8:

$$521/130 : 521/135 : 608/188 : /$$

18B / 1274

the 30th July 1968

at 9.00 o'clock



District Land Registrar
Assistant

of the District of

District Land Registrar:

Please register this Certificate only
against the titles referred to therein.

B.980986.1 Variation of within Pipeline
Certificate-- 19.4.1989 at 10.38 o'clock

A.I.R.

B.989699.1 Variation of the within certificate - 8.5.1989
at 11.56 o'clock (Collects CT1687152)

A.L.R.

C.002985.1 Variation of terms of within
certificate - 13.6.1989 at 10.15 oc. (affects
C.T.426/8 only)

A.L.R.

LAND & DEEDS

Nature: *Easement*

Firm: *MOW*

30 JUL 1968

Time: *7*

Fee: */* :

Abstract No. *66009*

Department

LAND & DEEDS
Name: *Furness*
Firm: *M.O.K.*
- 5 SEP 1968
Time: *2:20*
Fee: *2:00*
Abstract No. 8900



C 878364.7 EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

1/We JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 95 under No. 166291 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 166291

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to Convey Water	12 ✓	J & AA	Lots 1, 4-11, 13 & 15	100D/684 - 695 (incl)
" "	11	BB CC DD	Lots 5-10 & 15	100D/686-692 (incl) 695
"	10	EE	Lots 5-9 & 15	100D/686-691 (incl) 695
"	8	FF	Lots 7-10 & 15	100D/688-691, (incl) 695
"	8	HH Q II	Lots 9 & 10	100D/689, 690, 691
"	7	GG	Lots 8-10 & 15	100D/688-691, (incl) 695
"	10	JJ	Lot 9	100D/690, 691
"	15	QQ	Lots 7-10	100D/688-691, (incl) 695
"	6	MM E NN PP	Lots 7-10	100D/687-691 (incl)
"	12 ✓	KK	Lots 1, 4 & 13	100D/684, 685, 693, 694
"	13	LL	Lots 1 & 4	100D/684, 685, 694
"	1	SS A TT	Lot 4	100D/684, 685
Right to Store Water	1	RR	Lot 4	100D/684, 685
"	15	Y V Z	Lots 6 - 10	100D/687-691 (incl) 695
"	6	X	Lots 7 - 10 & 15	100D/687-691 (incl) 695

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

1. Rights and powers: The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 shall apply.
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

A. RIGHTS TO CONVEY WATER FROM PUMP AND BORE ON LOT 12

(a) The water supply is sourced at the pump and bore situated on Lot 12, and leads to the other Lots through a water supply system consisting of pipes under and through the easement areas defined in the Schedule.

(b) No owner of any Lot shall use any water from the supply for any purpose except such reasonable quantities as are necessary for watering livestock and/or watering any domestic garden adjacent to a dwelling, and in particular shall not use any water for horticulture or personal residential use.

(c) The registered proprietor of Lot 12 shall be responsible for maintaining the pump and bore, and the supply of electric power thereto, in good working order and condition, and for the administration of the water supply including the reading of meters, keeping records, payment of accounts, and invoicing individual registered proprietors for their share of the costs.

(d) The costs of maintenance, repair and replacement of the pump and bore and electrical supply thereto, including all associated fixtures and fittings, shall be paid by all the registered proprietors of all the Lots drawing water therefrom in proportion to their usage of water as measured by the water meters placed in the water pipelines servicing individual Lots, and they shall also pay the cost of electricity in the same proportions.

(e) Registered proprietors of individual Lots shall be responsible for repairing and maintaining the water pipelines, including joints and other fittings, as may be situated on the Lot or Lots owned by them, and shall at all times ensure that water flow to the other Lots is not blocked or impeded and shall repair any leakage or damage to the water supply system immediately any such leakage or damage occurs on his/her/their individual Lot or Lots PROVIDED THAT where any such repair is necessitated by fair wear and tear, then the cost thereof shall be borne by all the registered proprietors as may use the water supply system, calculated according to usage as aforesaid.

B. RIGHTS TO CONVEY WATER FROM DAMS ON LOTS 1, 6 and 15

(a) Individual registered proprietors having these rights shall be responsible for the installation, maintenance and repair of their own water supply systems including any pipelines and/or pumps in on or under the easement areas defined in the Schedule and shall use such quantities as are reasonable having regard to the quantities available and the rights of other users and shall obtain any water rights as may be necessary under the Resource Management Act or its statutory equivalent. **AND** shall comply with the registered Consent Notice Under Section 221 Resource Management Act 1991 dated 7th August 1995 whereunder (inter alia) Lots 1 & 4 are to share equal extraction rights from the dam on Lot 1 and Lots 6 - 10 & 15 are each to have a sixth share of extraction rights for water from the dam on Lots 6 & 15.

3. RIGHT TO STORE WATER

Dated this 1st day of August 19 95

JOHN JOYCE & MARGARET JOYCE

Witness

Occupation


Address C. H. FLEMING
SOLICITOR
AUCKLAND

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act

*The within easements, when
created, will be subject to
Section 243(a) Resource Management
Act 1991.*


Solicitor for the registered proprietor


ALR

McVeagh Fleming
Solicitors
MANUREWA

12.37 16.AUG95 C878364-7
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REG. CLERK
1003/1684-7
695

Easement instrument to grant easement or profit à prendre, or create land covenant
 Sections 90A and 90F, Land Transfer Act 1952 **EI 5656273.4 Easement I**

Land registration district

NORTH AUCKLAND

Cpy - 01/01, Pgs - 008, 14/07/03, 12:46



DocID: 310958773

Grantor

Surname(s) must be underlined or in CAPITALS.**Gary William HARRIS and Dianne Ethel HARRIS**

Grantee

Surname(s) must be underlined or in CAPITALS.**Gary William HARRIS and Dianne Ethel HARRIS****Grant* of easement or profit à prendre or creation or 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).

Dated this 27th day of **June** **2003**

Attestation

<p><u>Gary William HARRIS</u> Gary William HARRIS</p> <p><u>Dianne Ethel HARRIS</u> Dianne Ethel HARRIS</p> <p>Signature [common seal] of Grantor</p>	<p>Signed in my presence by the Grantor</p> <p><u>Donna Langan</u> Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>DONNA LANGAN</u></p> <p>Occupation <u>RECEPTIONIST</u></p> <p>Address <u>1/7 CASTLETON DR</u> <u>HOWICK</u></p>
<p><u>Gary William HARRIS</u> Gary William HARRIS</p> <p><u>Dianne Ethel HARRIS</u> Dianne Ethel HARRIS</p> <p>Signature [common seal] of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p><u>Donna Langan</u> Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>DONNA LANGAN</u></p> <p>Occupation <u>RECEPTION</u></p> <p>Address <u>1/7 CASTLETON DR</u> <u>HOWICK</u></p>

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

[Solicitor for] the Grantee

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

Annexure Schedule 1

Easement instrument

Dated

27**June 2003**

Page

1

of

2

pages

Schedule A*(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Convey Electricity Right to Convey Telecommunications and Computer Media	A) on J } Deposited B) Plan 317621	CT 69220	CT 69219

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as 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 2].

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

Easement Instrument

Dated

27 June 2003

Page 2 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

VARIATIONS AND ADDITIONS TO RIGHTS AND POWERS IMPLIED BY THE LAND
TRANSFER REGULATIONS 2002

1. The maintenance provisions in the fourth schedule to the Land Transfer regulations 2002 are extended by adding clause 11(5) as follows:
Any maintenance, repair or replacement of any easement facility which is necessary because of any act or omission of any Grantor or Grantee having the use of the easement facility (which includes any agent, employee, contractor, subcontractor or invitee of that Grantor or Grantee) must be carried out promptly by that Grantor or Grantee at the sole expense of that Grantor or Grantee. Where the act or omission is the partial cause of the maintenance repair or replacement the costs payable by that Grantor or Grantee whose act or omission is the partial cause must be in proportion to the amount attributable to that act or omission, the balance being payable in terms of clause 11 of the fourth schedule.
2. The maintenance provisions in the fourth schedule to the land transfer regulations 2002 are varied by substituting clause 11(2) as follows:

"If the Grantee (or Grantees if more than one) and the Grantor share the use of the easement facility or any part of it each of them is responsible equally for the repair and maintenance of the shared part of the easement facility, and for the associated costs, for the purposes set out in sub clause 1.

COVENANTS

The Grantor as registered proprietor of Lot 2 Deposited Plan 317621 being the land in Certificate of Title number 69220 covenants with the Grantee as registered proprietor of Lot 1 Deposited Plan 317621 being the land in Certificate of Title number 69219 that the Grantor will not erect, place, allow, nor suffer to be erected or placed any building or driveway on those parts of Lot 2 marked B, J, K, L, M and N on Deposited Plan 317621 and will not park, allow or suffer any vehicle to be parked upon the said areas.

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 – CONSENT FORM
Land Transfer Act 1952 section 238(2)

* Easement Instrument to Grant Easement and create
Land Covenant

Page 4 of 5 pages

* Insert type of instrument.

Person giving consent

Surname must be underlined or in CAPITALS

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

WESTPAC BANKING CORPORATION

Mortgagee under mortgages C866254.1 as to
Certificate of Title 51C/169 and
D220845.1 as to Certificate of Title
111D/568

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the **Person giving consent hereby consents to:**

The subdivision on Deposited Plan 317621 and the creation of the above written
Easements and Land Covenants

Dated this 9 day of 7 20 03

Attestation

Signed by WESTPAC BANKING
CORPORATION by its attorneys

WESTPAC BANKING CORPORATION
by its duly appointed attorneys

NOELINE GLADYS SMITH

JAMES HAMISH McNEIL

Both BANK OFFICERS of HAMILTON

Signed in my presence by the Person giving consent

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness Name

Occupation

HELEN LYNETTE PRICE

Address

BANK OFFICER
HAMILTON

**Signature [common seal] of Person
giving consent**

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Noeline Gladys Smith, of Hamilton in New Zealand, Bank Officer
AND James Hamish McNeil, of Hamilton in New Zealand, Bank Officer

HEREBY CERTIFY -

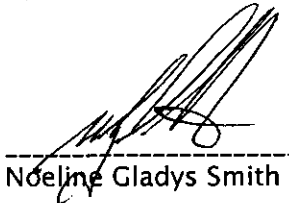
1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLENHEIM (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawkes Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered 533510.1

Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred.

2. **THAT** at the date hereof we were Team Leader of a Legal Unit and Branch Service Officer of a Legal Unit of the said Bank, respectively.
3. **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **Westpac Banking Corporation** or otherwise.

Signed at Hamilton



Noeline Gladys Smith

and



James Hamish McNeil

this 9 July 2003

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

* Easement Instrument to Grant Easements and
Create Land Covenant

Page 5 of 5 pages

* Insert type of instrument.

Person giving consent

Surname must be underlined or in CAPITALS

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

<u>CONTRACTORS BONDING LIMITED</u>	The Caveator under Caveat D368591.2 as to Certificate of Title 111C/568
------------------------------------	----------------------------------------------------------------------------

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

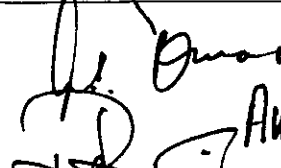

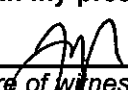
[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to:

The subdivision on Deposited Plan 317621 and the creation of the above written
Easements and Land Covenants

Dated this 1st day of July 2003

Attestation

  Contractors Bonding Limited by its Attorneys	Signed in my presence by the Person giving consent  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness Name Jennifer Macfarlane Occupation Administration Manager Address 86 Crestview Place, Browns Bay Auckland
	Signature [common seal] of Person giving consent

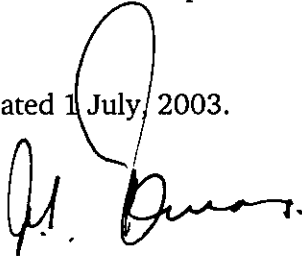
An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **ANTHONY ROSS THOMAS**, Solicitor, and **PETER ALAN HARRIS**, Company Director both of Auckland hereby certify:

- 1 That by Deed dated 30 October 1996 a copy of which is deposited in the Land Transfer Office at Auckland under No. D.110080.1 Contractors Bonding Limited at Auckland appointed us its Attorneys on the terms and subject to the conditions set out in the said Deed.
- 2 That at the date hereof we have not received any notice or information of the revocation of that appointment by the liquidation of Contractors Bonding Limited or otherwise.
- 3 That we have executed the attached Consent Form by Cveator under the said Deed and pursuant to the powers thereby conferred on us.

Dated 1 July, 2003.



Anthony Ross Thomas



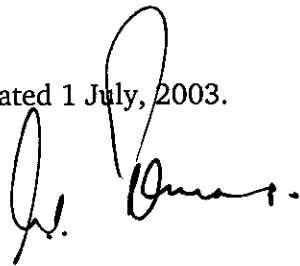
Peter Alan Harris

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

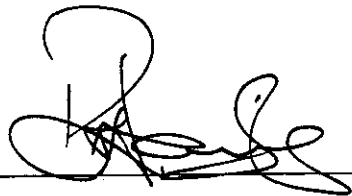
We, **ANTHONY ROSS THOMAS**, Solicitor, and **PETER ALAN HARRIS**, Company Director both of Auckland hereby certify:

- 1 That by Deed dated 30 October 1996 a copy of which is deposited in the Land Transfer Office at Auckland under No. D.110080.1 Contractors Bonding Limited at Auckland appointed us its Attorneys on the terms and subject to the conditions set out in the said Deed.
- 2 That at the date hereof we have not received any notice or information of the revocation of that appointment by the liquidation of Contractors Bonding Limited or otherwise.
- 3 That we have executed the attached Consent Form by Cveator under the said Deed and pursuant to the powers thereby conferred on us.

Dated 1 July, 2003.



Anthony Ross Thomas



Peter Alan Harris

C892866.1 T

Memorandum of Transfer



WHEREAS JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons
("the Transferors")

are
(herein called "the Transferor") ~~being~~ registered as proprietors of ~~an~~ estates in fee simple

101jdc1 11:53:01 05/09/1995 0000012129
New Zealand Stamp Duty - Not Liab!
Assessed by dept \$**,***,**0.00

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

~~containing~~ ~~xxxxxx~~
more particularly described in the First Schedule ("the Land")

AND WHEREAS the Transferors when registered proprietors of the land contained in
Deposited Plan 166291 subdivided that land into lots in the manner shown and defined
on that Plan for the purposes of the sale of those lots as an estate comprising rural
residential lots suitable for horticulture or other agricultural or pastoral
production or use accompanied by a rural residential lifestyle

AND WHEREAS it is the Transferors' intention that all the lots contained in the said
plan (except Lot 12 which contains an existing high quality homestead and outbuildings
already in keeping with the intent hereof) shall be subject to a general scheme
applicable to and for the benefit of all of the rural lots to the intent that a high
standard of rural residential amenity shall be enjoyed by the registered proprietors
of all the lots and that the owner or occupier for the time being of each of the lots
should be bound by the stipulations and restrictions set out in the Second Schedule
hereto and that the respective owners and occupiers for the time being of any of the
lots may be able to enforce the observance of such stipulations and restrictions by
the owners or occupiers for the time being of the lots in equity or otherwise
howsoever and the Transferors shall transfer each of the lots described in the First
Schedule hereto subject to the like covenants as are contained in the Second Schedule
hereto.

AND WHEREAS the Transferors wish to utilise the provisions of Sections 49 and 66A of
the Property Law Act 1952 to create such scheme and to this end will by this
Memorandum transfer each of the lots comprising the Land to themselves as Transferees

NOW THEREFORE IN PURSUANCE of the premises AND IN CONSIDERATION of the sum of ONE
DOLLAR (\$1.00) paid to the Transferors by themselves as Transferees the Transferors
HEREBY TRANSFER to themselves by this Memorandum all the Transferors' estate and
interest in the Land described in the First Schedule AND IN FURTHER PURSUANCE of the
Transferors' intention set out above the Transferors in their capacity as Transferees
for themselves and their successors in title so as to bind the Land For the benefit of
all its registered proprietors from time to time COVENANT AND AGREE in this with
themselves as Transferors for the benefit of the Land and each of its registered
proprietors from time to time that the Transferees will henceforth and always observe
and perform all the stipulations, restrictions and covenants contained in the Second
Schedule of this Memorandum TO THE END AND INTENT that each of the said stipulations,
restrictions and covenants shall forever enure for the benefit of all the Land and
every part thereof PROVIDED ALWAYS that the Transferees shall be liable only in
respect of breaches of the stipulations, restrictions and covenants which occur while

the Transferees are the registered proprietor of any of the lots comprising the Land in respect of which any such breach shall occur

AND IN CONSIDERATION THEREFORE the Transferees FURTHER COVENANT IN THIS MEMORANDUM with themselves as Transferors that the Transferees will at all times save harmless and keep indemnified the Transferors from all proceedings, costs, claims and demands in respect of breaches by the Transferees of any of the agreements, stipulations, restrictions and covenants in this Memorandum.

FIRST SCHEDULE

Lots 1, 4 to 11 (inclusive) 13 and 15 DP 166291 comprising together 57.527 hectares and being all the land comprised and described in Certificates of Title Volume 100D Folio 684 to Folio 692 (inclusive), 694 and 695 (North Auckland Land Registry)

Subject to and together with:

- Jr*
MJ
- ~~1. A302746 Pipeline Easement Certificate~~
 - 2. B994961 Variation of Pipeline Easement Certificate ~~A302746~~
 - 3. Stormwater Drainage created by
 - 4. Easement Certificate

~~5. Easement Certificate~~

- 1. A302746 Pipeline Easement Certificate (in respect of Lots 1,4,5,6 & 15)
- 2. C.544778.1 Certificate under S.94(c) Transit New Zealand Act 1991 (in respect of Lots 1 and 13)
- 3. C.878364.3 Consent Notice (in respect of Lots 1,4 to 11, 13 and 15)
- 4. C.878364.4 Consent Notice (in respect of Lots 6 and 15)
- 5. C.878364.6 Easement Certificate (in respect of Lots 8 and 9)
- 6. C.878364.7 Easement Certificate (in respect of Lots 1,4 to 11, 13 and 15)
- 7. Water Supply Easement created by Transfer C.318814.5 varied by C.565177.5 (in respect of Lots 7,8,10,11 and 15)
- 8. C.878364.8 Transfer Granting Stormwater Easement (in respect of Lots 6 and 11)

SECOND SCHEDULE

1. That the Transferees will not use the Land or permit the same to be used for any purpose which is not permitted or allowable by and in accordance with the Papakura District Council District Plan.
2. That the Transferees will not permit to be erected or placed on the Land any residential dwelling with a floor area of less than 210 square metres (excluding garage, carports and decking), which shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof.
3. That the Tranferees will not erect any dwellinghouse on the Land (including any adjoining garage, but excluding any barns, sheds or other separate buildings or dwellings) constructed to a value of not less than the base value plus Goods and Services Tax. The base value as at 1st September 1995 shall be \$220,000.00 and shall be adjusted in accordance with the percentage increase of the Modal House Building Cost Index as defined from time to time by the New Zealand Institute of Valuers.
4. That the Tranferees shall not permit any metal clad roofing which has not been prepainted.
5. That the Transferees will not permit to be erected any fence constructed of corrugated iron or exceeding 1.83 metres in height above the natural ground level.
6. That the Transferees shall not permit any building to be completed outside 12 months of laying down of the foundations for such building, and no building once under construction shall be left without substantial work being carried out for a period exceeding three months.
7. That the Transferees shall not permit any farm outbuildings or ancillary buildings to be constructed on the land except as shall be completed to a high standard of workmanship and shall ensure that they shall not be constructed from any second hand materials or use corrugated iron (whether prepainted or not) for any external wall panelling. Farm outbuildings or ancillary buildings shall be such that they are usual and reasonable for the type of horticultural, agricultural or pastoral use and shall be of a style (including that of the garden or landscaping aspects and fencing off surrounding grounds) in keeping with each other so that the dwellinghouse and any additional buildings and surrounding grounds thereof belnd in with the rural nature of the surrounding area to ensure that a pleasing aesthetically compatible appearance is maintained for the benefit of all the lots.
8. The Transferees shall not permit the construction of any glasshouse or greenhouse or plastic house on the land without the Transferees first supplying the Transferors with a copy of the landscaping plan and the plans and specifications for the proposed greenhouse or glasshouse or plastic house, and the Transferors' approving such plans in writing, and the Transferees shall not thereafter proceed to construct such greenhouse or glasshouse or plastic house except in such manner as totally complies with the plans as so approved.
9. That the Transferees will not erect or permit or suffer to be erected or placed upon the Land any secondhand dwelling, caravan, hut or shed for any kind of permanent or temporary residential use except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of construction.

A handwritten signature in dark ink, appearing to be 'B.A. [unclear]', is located at the bottom left of the page.

10. That the Transferees shall not install or permit to be installed any overhead power lines or cables of any description.
11. The Transferees will not permit any water tank on the property to be more than 1.5 metres above the natural ground level unless such tank is made of or sheathed with timber planking (not with fibreboard, plywood or similar materials) so as to aesthetically blend in with the rural surroundings.
12. The Transferees shall keep the land in a neat and tidy condition and shall not permit excessive growth of grass to that it becomes long and unsightly or a fire risk and to regularly mow any grass verges and prune and keep tidy any trees and plantings and keep all noxious and annual weeds under strict control.
13. The Transferees will immediately on being invoiced pay their due portion of administration and costs of:
 - (a) Metered water supply from the pump and bore on Lot 12 in accordance with Easement Certificate C878364.7
 - (b) Mowing and keeping tidy the roadside verges in the subdivision which work shall be arranged and administered by the Transferors for so long as they remain registered proprietors of any one of the lots on DP 166291 or by such other person(s) as the Transferors may by Deed appoint.

A handwritten signature in dark ink, consisting of stylized, overlapping loops and a trailing flourish.

~~In Consideration of the sum of~~

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the
~~Transferee all the Transferor's estate and interest in the said piece or pieces of land~~

In witness whereof these presents have been executed this *1st* day of *August* 1995

Signed by the Transferors
JOHN JOYCE & MARGARET JOYCE

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
(by the affixing of its common seal)

in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

SIGNED by the Transferees
JOHN JOYCE & MARGARET JOYCE
in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

J & M JOYCE

Transferor

SOLICITOR FOR THE TRANSFEE

J & M JOYCE

Transferee

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

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

SOLICITOR FOR THE TRANSFEE

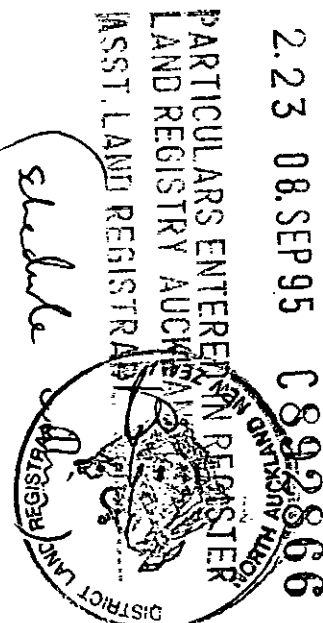
I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

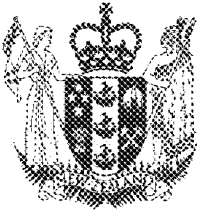
Assistant / District Land Registrar of the

District of

SOLICITOR FOR THE TRANSFEE

McVeagh Fleming
Solicitors
MANUREWA





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



Identifier **NA100D/686**
Land Registration District **North Auckland**
Date Issued 16 August 1995

Prior References

NA8B/1274

Estate	Fee Simple
Area	4.0005 hectares more or less
Legal Description	Lot 5 Deposited Plan 166291

Registered Owners

Wei Guan

Interests

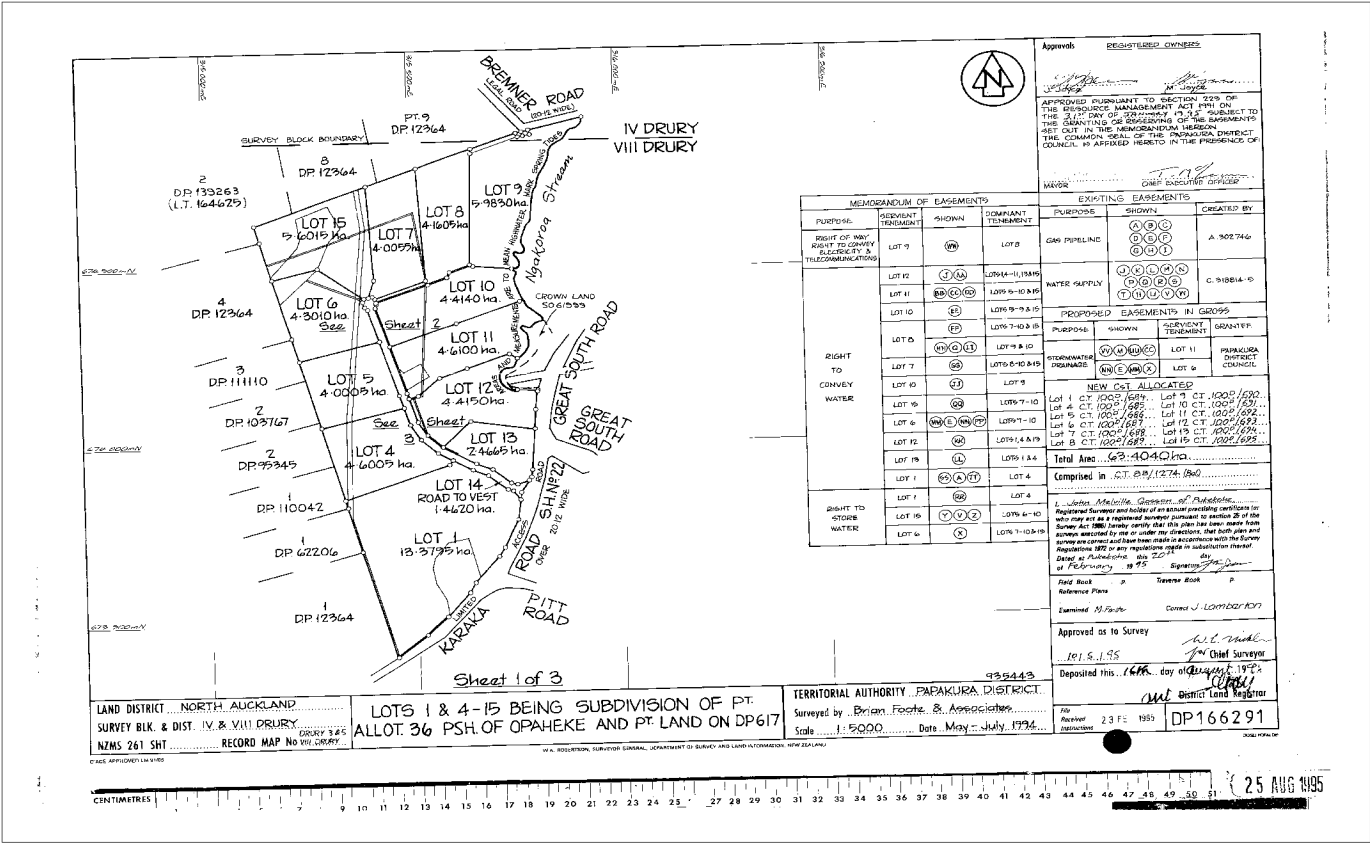
A302746 Pipeline Certificate (in gross) over part marked C on DP 166291 in favour of The Natural Gas Corporation of New Zealand

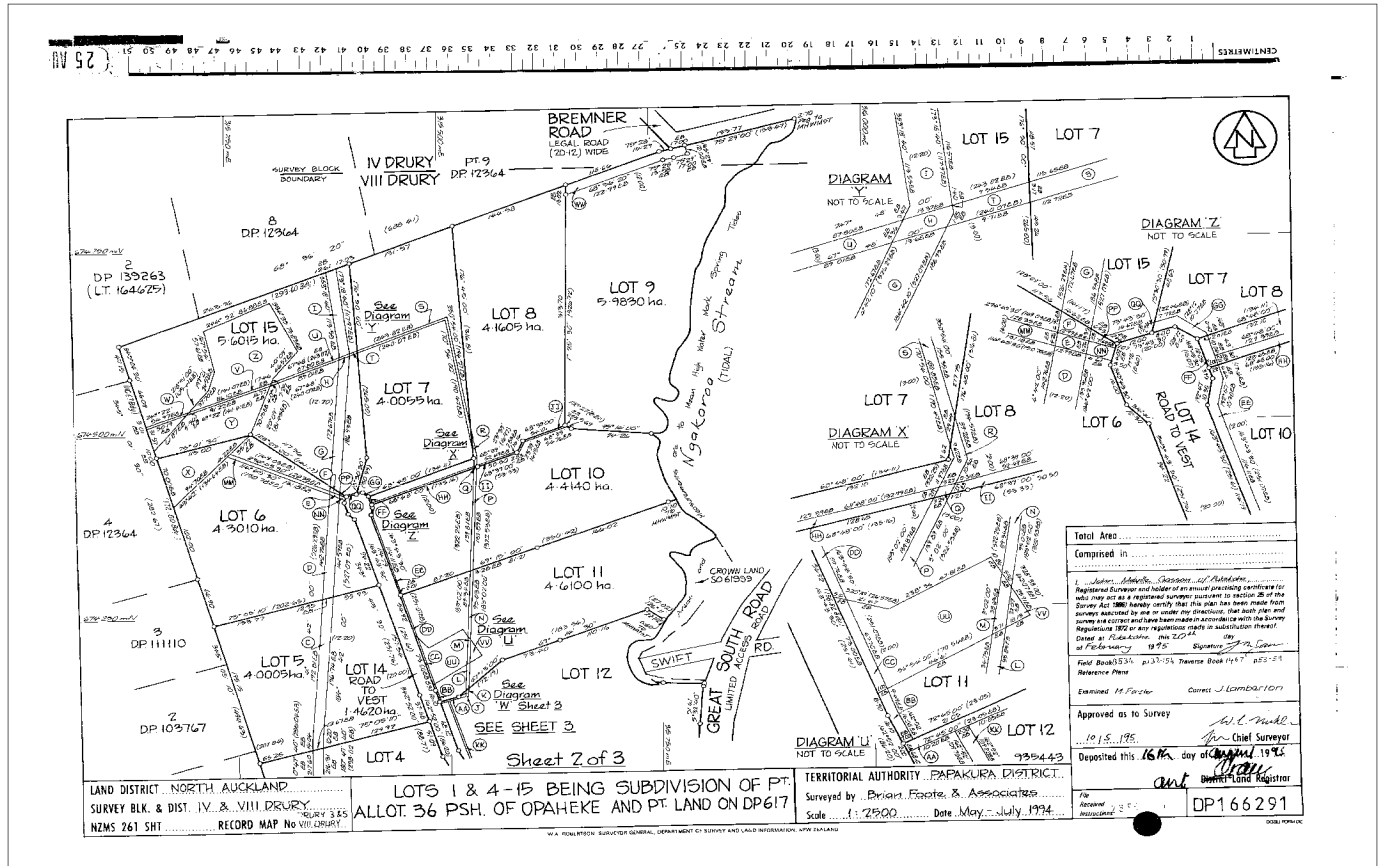
C878364.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 16.8.1995 at 12.37 pm

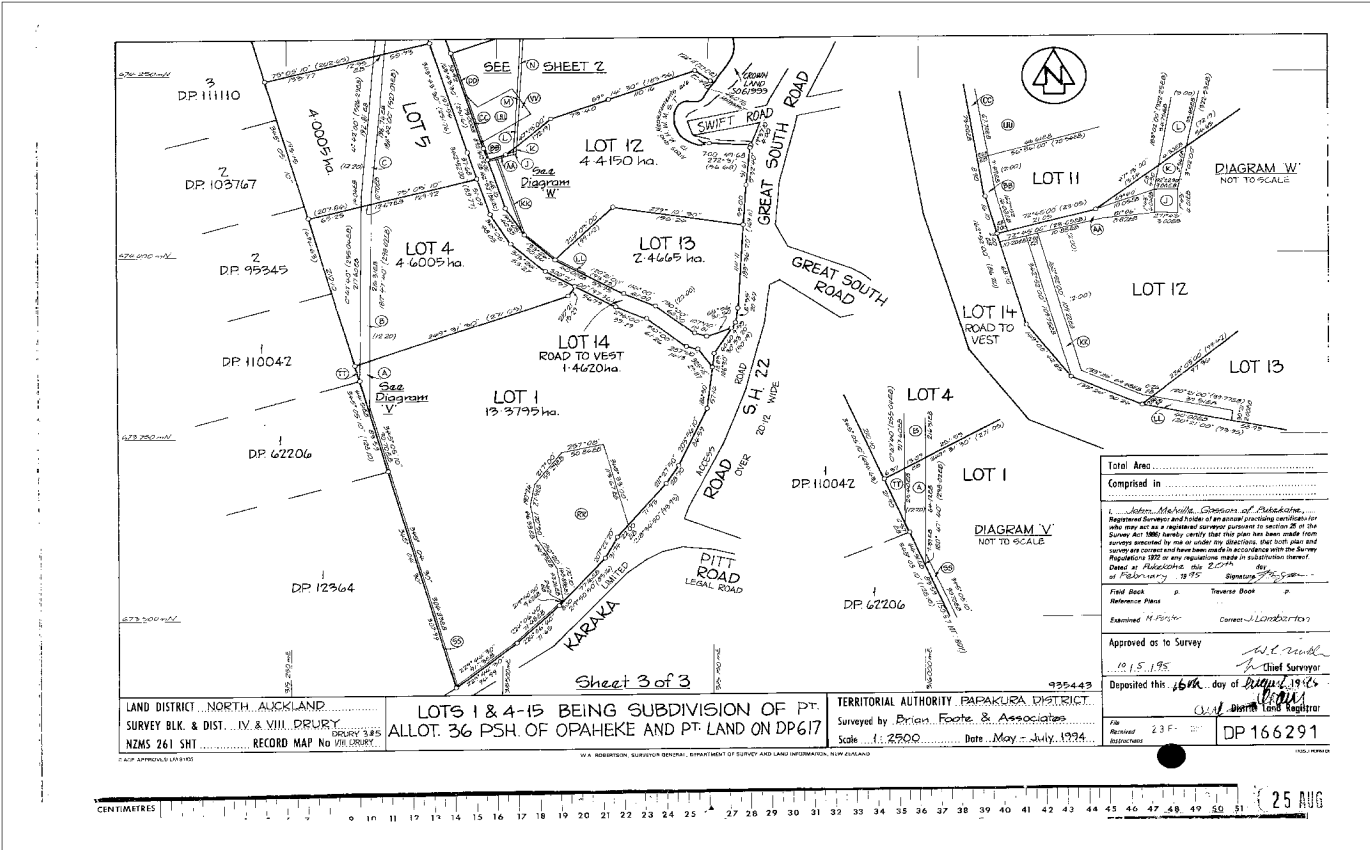
Appurtenant hereto are rights to convey water specified in Easement Certificate C878364.7 - 16.8.1995 at 12.37 pm

The easements specified in Easement Certificate C878364.7 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer C892866.1 - 8.9.1995 at 2.23 pm







CP78364.3

COND

IN THE MATTER of Section 221 of the
Resource Management Act 1991

A N D

IN THE MATTER of a sub-division of an
estate of freehold in fee
simple in all that parcel of
land containing 63.880 ⁴⁰⁴
hectares more or less being
part Allotment 36 Parish of
Opaheke, part thereof being
more particularly shown in
Deposited Plan 627 and being
the residue of the land
comprised and described in
Certificate of Title Volume
8B Folio 1274 North Auckland
Registry SUBJECT TO Pipeline
Easement Certificate
A.302746 and to ~~Mortgage~~ ^{Water} *
* Supply Easement in
Transfer C318814.5 ~~to 565373xxxxxx to xxxxxxxx~~
~~Banking Corporation~~

BETWEEN

JOHN JOYCE and MARGARET
JOYCE both of Karaka,
Businesspersons

REGISTERED PROPRIETORS

A N D

THE PAPAKURA DISTRICT
COUNCIL

THE COUNCIL

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

THE PAPAKURA DISTRICT COUNCIL the Territorial Authority having
jurisdiction in respect of the above land HEREBY GIVES NOTICE
that subdivision consent to Plan 166291 is granted subject to
conditions to be complied with on a continuing basis as to all
Lots on the said Plan DP 166291 by the subdividing owners and by/
subsequent owners after the deposit of the said Plan.

THE CONDITIONS are:

1. Each building site shall be subject to specific investigation and design by a registered engineer experienced in on-site wastewater disposal systems at building consent application stage. Adequate separation from ground water and watercourses shall be provided.
2. The effluent disposal systems shall comply with the requirements of the Auckland Regional Council's current General Authorisation for Domestic Wastewater Disposal.

3. The wastewater disposal systems shall be constructed in accordance with the specifications submitted, under the supervision of a registered engineer experienced in on-site waste water disposal systems who shall certify in writing to the Council that the system has been installed in accordance with the specification.
4. Adequate stormwater drainage shall be provided to ensure surface run-off/water tank overflow/ground water does not affect the satisfactory performance of the effluent disposal systems.
5. Effluent disposal areas shall be located on ground above the 100 year flood level.
6. The designated reserve areas for effluent disposal shall be identified on the site plan at building consent stage.
7. Each building site shall be subject to specific investigation by a registered engineer experienced in geotechnical engineering at the building consent application stage in order to confirm foundation conditions.
8. All recommendations and conditions included in the geotechnical report by Earthtech Consulting Limited dated 27 January 1994 and the application letter by B. Foote & Associates dated 4 February 1994 shall be strictly adhered to.
9. No caveats or other encumbrances shall be placed on any title to prevent the use of the Lots for horticultural purposes.
10. The owners or occupiers of the Lots which are not proposed in the Auckland Regional Council water availability letter of 14 February 1994 as being provided with water from bores, shall have access to water and the right of extraction set out below:

T.MZ Lots 1 and 4 to share equal extraction rights of water from Dam ~~B~~ G

Lots 6 - 10 and 15 to have a sixth share of extraction rights for water from Dam B.

No person shall extract more than one-sixth of the volume at any one time unless it is with the written agreement of the other 5 owners. Such an agreement is to be on a yearly renewable basis.

Lots 6 - 10 and 15 may have storage ponds erected on them to obtain water from Dam B. Such storage ponds are not to exceed 8,000 cubic metres in storage capacity.

Easements to enable provision of water to each Lot in the manner set out above are to be provided as necessary on the Survey Plan and reserved and granted.

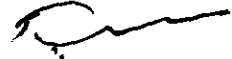
NOTE: Extraction from Dam B is only to occur in the months of April to September.

DATED at Papakura this 7TH day of AUGUST 1995.

.....
Principal Administrative
Officer

CA:083

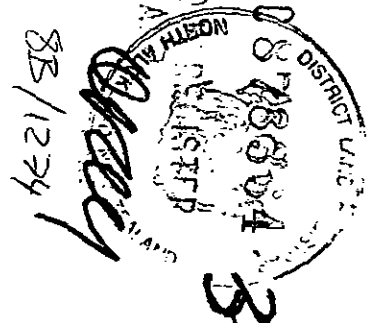
Correct for the purposes of the Land
Transfer Act



Solicitor for the Registered Proprietor

12.37 16.AUG.95

PARTIALLY REGISTERED
LAND REGISTRATION ACT 1925
AS TO LAND IN ()



PIPELINE EASEMENT CERTIFICATE**Under Section 70 of the Petroleum Act 1937**

Pursuant to the provisions of the Petroleum Act 1937 (in this certificate referred to as the Act), the Minister of Mines hereby certifies that a pipeline (as defined in section 49 of the Act) is authorised to pass on, over, or through the land described in the First Schedule hereto (in this certificate referred to as the said land) upon the following terms and conditions:

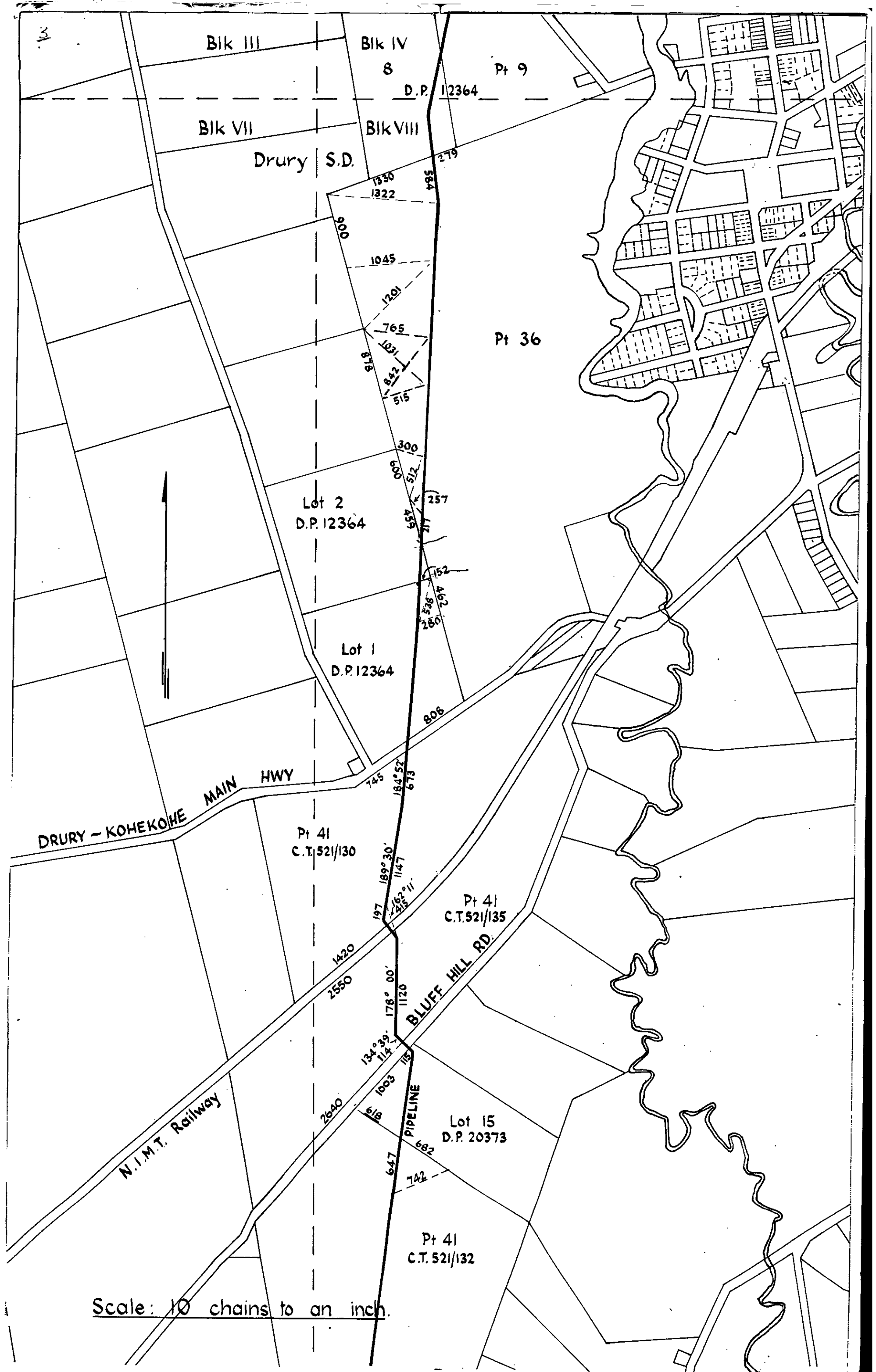
1. The owner of the pipeline is the Natural Gas Corporation of New Zealand.
2. The owner of the pipeline shall comply with the provisions of the Act and the regulations in force thereunder.
3. The pipeline shall be placed along the line delineated on the plan annexed hereto and coloured red or marked "Pipeline".
4. Upon the issue of this certificate, the owner of the pipeline shall have the right of entry on the said land pursuant to subsection (6) of section 70 of the Act for the purpose of exercising the rights conferred on him by the Act and any regulations made thereunder and by his pipeline authorisation.
5. For the purposes of subsection (3) of section 70 of the Act, this certificate shall apply to the land extending for 20 ft (being not more than 30 ft) on either side of the pipeline (in this certificate referred to as the said strip) and the owner of the pipeline shall have the right at any time after the issue hereof to remove from the said strip all cultivated or natural vegetation including trees and shrubs.
6. The owner or occupier of the land shall have the right to use the same (except for such use as may be reasonably held to interfere with the enjoyment of the rights of the owner of the pipeline hereunder or under the Act or under his authorisation) but shall not erect any building, construction, or fence or plant any tree or shrub on the said strip, disturb the soil of the said strip below a depth of 15 in. from the surface or do anything which would or could damage or endanger the pipeline without the consent of the owner of the pipeline being first obtained. Any such consent shall not be unreasonably withheld.
7. Where the pipeline is below the surface of the ground, the owner of the pipeline shall bury it so that it will not interfere with the ordinary cultivation of the said land and in so doing or in maintaining, repairing, renewing, changing, or removing the pipeline he shall cause as little damage as possible to the surface of the said land.
8. The owner of the pipeline will restore or pay to the owner or occupier of the said land the cost of restoring the surface of the said land as nearly as possible to its former condition or state.
9. Such of the rights, easements, or obligations hereinbefore recited or referred to which place a burden on the said land or on the owner or occupier of the said land shall be binding on him the said owner or occupier his successors, executors, administrators, and assigns and such of them as place a burden on the owner of the pipeline shall be binding on him, his successors, executors, administrators, and assigns.

FIRST SCHEDULE

Description of Land	Area	Certificate of Title	
		Vol.	Folio
Part Allotment 36, Opaheke Parish	2a. 3.r. 10p.	8B	1274
Part Lot 2, D.P.12364	1r. 5p.	420	226 ✓
Part Lot 1, D.P.12364	1a. 0r. 15p.	426	8 ✓
Part Drury-Kohekohe Main Highway	10p.		
Part Allotment 41, Opaheke Parish	1a. 0r. 35p.	521	130 ✓
Part Railway Land	10p.		
Part Allotment 41, Opaheke Parish	3r. 10p.	521	135 ✓
Part Bluff Hill Road	10p.		
Part Lot 15, D.P.20373	2r. 20p.	608	188 ✓

Dated at Wellington this 16th day of July 1968

Signed by THOMAS DANIEL CLIFFORD,
Assistant Under-Secretary (A), Mines Department,
under powers delegated to him by the Minister of
Mines under the provisions of section 4 of the
Petroleum Amendment Act 1965, and not revoked
at the date of signing.



PIPELINE EASEMENT CERTIFICATE

Correct for the purposes of the
Land Transfer Act

Wami Kusi

Solicitor for the Owner of the Pipeline.

Particulars entered in the Register Book

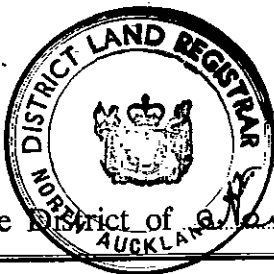
Vol. 420 / 226 ~~Folie~~ 426 / 8:

$$521/130 : 521/135 : 608/188 : /$$

18B / 1274

the 30th July 1968

at 9.0 o'clock



District Land Registrar
Assistant

of the District of North Auckland

District Land Registrar:

Please register this Certificate only
against the titles referred to therein.

Maurice Kura

B.980986.1 Variation of within Pipeline
Certificate - 19.4.1989 at 10.38 o'clock

(affects CT. 190/1624)

A.L.R.

B.989699.1 Variation of the within certificate - 8.5.1989
at 11.56 o'clock (Collects CT1687152)

A.L.R.

C.002985.1 Variation of terms of within
certificate - 13.6.1989 at 10.15 oc. (affects
C.T.426/8 only)

A.L.R.

LAND & DEEDS

Nature: *Easement*

Firm: *MOW*

30 JUL 1968

Time: *7*

Fee: */* :

Abstract No. *66009*

Department

LAND & DEEDS
Name: *Furness*
Firm: *M.O.K.*
- 5 SEP 1968
Time: *2:20*
Fee: *2:00*
Abstract No. 8900



C 878364.7 EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

✓/We JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 95 under No. 166291 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 166291

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to Convey Water	12 ✓	J & AA	Lots 1, 4-11, 13 & 15	100D/684 - 695 (incl)
" "	11	BB CC DD	Lots 5-10 & 15	100D/686-692 (incl) 695
"	10	EE	Lots 5-9 & 15	100D/686-691 (incl) 695
"	8	FF	Lots 7-10 & 15	100D/688-691, (incl) 695
"	8	HH Q II	Lots 9 & 10	100D/689, 690, 691
"	7	GG	Lots 8-10 & 15	100D/688-691, (incl) 695
"	10	JJ	Lot 9	100D/690, 691
"	15	QQ	Lots 7-10	100D/688-691, (incl) 695
"	6	MM E NN PP	Lots 7-10	100D/687-691 (incl)
"	12 ✓	KK	Lots 1, 4 & 13	100D/684, 685, 693, 694
"	13	LL	Lots 1 & 4	100D/684, 685, 694
"	1	SS A TT	Lot 4	100D/684, 685
Right to Store Water	1	RR	Lot 4	100D/684, 685
"	15	Y V Z	Lots 6 - 10	100D/687-691 (incl) 695
"	6	X	Lots 7 - 10 & 15	100D/687-691 (incl) 695

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

1. Rights and powers: The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 shall apply.
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

A. RIGHTS TO CONVEY WATER FROM PUMP AND BORE ON LOT 12

(a) The water supply is sourced at the pump and bore situated on Lot 12, and leads to the other Lots through a water supply system consisting of pipes under and through the easement areas defined in the Schedule.

(b) No owner of any Lot shall use any water from the supply for any purpose except such reasonable quantities as are necessary for watering livestock and/or watering any domestic garden adjacent to a dwelling, and in particular shall not use any water for horticulture or personal residential use.

(c) The registered proprietor of Lot 12 shall be responsible for maintaining the pump and bore, and the supply of electric power thereto, in good working order and condition, and for the administration of the water supply including the reading of meters, keeping records, payment of accounts, and invoicing individual registered proprietors for their share of the costs.

(d) The costs of maintenance, repair and replacement of the pump and bore and electrical supply thereto, including all associated fixtures and fittings, shall be paid by all the registered proprietors of all the Lots drawing water therefrom in proportion to their usage of water as measured by the water meters placed in the water pipelines servicing individual Lots, and they shall also pay the cost of electricity in the same proportions.

(e) Registered proprietors of individual Lots shall be responsible for repairing and maintaining the water pipelines, including joints and other fittings, as may be situated on the Lot or Lots owned by them, and shall at all times ensure that water flow to the other Lots is not blocked or impeded and shall repair any leakage or damage to the water supply system immediately any such leakage or damage occurs on his/her/their individual Lot or Lots PROVIDED THAT where any such repair is necessitated by fair wear and tear, then the cost thereof shall be borne by all the registered proprietors as may use the water supply system, calculated according to usage as aforesaid.

B. RIGHTS TO CONVEY WATER FROM DAMS ON LOTS 1, 6 and 15

(a) Individual registered proprietors having these rights shall be responsible for the installation, maintenance and repair of their own water supply systems including any pipelines and/or pumps in on or under the easement areas defined in the Schedule and shall use such quantities as are reasonable having regard to the quantities available and the rights of other users and shall obtain any water rights as may be necessary under the Resource Management Act or its statutory equivalent. **AND** shall comply with the registered Consent Notice Under Section 221 Resource Management Act 1991 dated 7th August 1995 whereunder (inter alia) Lots 1 & 4 are to share equal extraction rights from the dam on Lot 1 and Lots 6 - 10 & 15 are each to have a sixth share of extraction rights for water from the dam on Lots 6 & 15.

3. RIGHT TO STORE WATER

Dated this 1st day of August 19 95

Signed by the above-named

JOHN JOYCE & MARGARET JOYCE

in the presence of

Witness

Occupation


Address C. H. FLEMING
SOLICITOR
AUCKLAND

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act

*The within easements, when
created, will be subject to
Section 243(a) Resource Management
Act 1991.*


Solicitor for the registered proprietor


ALR

McVeagh Fleming
Solicitors
MANUREWA

12.37 16.AUG95 C878364-7
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REG. CLERK
1003/1684-7
695

C892866.1 T

Memorandum of Transfer



WHEREAS JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons
("the Transferors")

are
(herein called "the Transferor") ~~being~~ registered as proprietors of ~~an~~ estates in fee simple

101jdc1 11:53:01 05/09/1995 0000012129
New Zealand Stamp Duty - Not Liable
Assessed by dept \$**,***,**0.00

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

~~containing~~ ~~xxxxxx~~
more particularly described in the First Schedule ("the Land")

AND WHEREAS the Transferors when registered proprietors of the land contained in
Deposited Plan 166291 subdivided that land into lots in the manner shown and defined
on that Plan for the purposes of the sale of those lots as an estate comprising rural
residential lots suitable for horticulture or other agricultural or pastoral
production or use accompanied by a rural residential lifestyle

AND WHEREAS it is the Transferors' intention that all the lots contained in the said
plan (except Lot 12 which contains an existing high quality homestead and outbuildings
already in keeping with the intent hereof) shall be subject to a general scheme
applicable to and for the benefit of all of the rural lots to the intent that a high
standard of rural residential amenity shall be enjoyed by the registered proprietors
of all the lots and that the owner or occupier for the time being of each of the lots
should be bound by the stipulations and restrictions set out in the Second Schedule
hereto and that the respective owners and occupiers for the time being of any of the
lots may be able to enforce the observance of such stipulations and restrictions by
the owners or occupiers for the time being of the lots in equity or otherwise
howsoever and the Transferors shall transfer each of the lots described in the First
Schedule hereto subject to the like covenants as are contained in the Second Schedule
hereto.

AND WHEREAS the Transferors wish to utilise the provisions of Sections 49 and 66A of
the Property Law Act 1952 to create such scheme and to this end will by this
Memorandum transfer each of the lots comprising the Land to themselves as Transferees

NOW THEREFORE IN PURSUANCE of the premises AND IN CONSIDERATION of the sum of ONE
DOLLAR (\$1.00) paid to the Transferors by themselves as Transferees the Transferors
HEREBY TRANSFER to themselves by this Memorandum all the Transferors' estate and
interest in the Land described in the First Schedule AND IN FURTHER PURSUANCE of the
Transferors' intention set out above the Transferors in their capacity as Transferees
for themselves and their successors in title so as to bind the Land For the benefit of
all its registered proprietors from time to time COVENANT AND AGREE in this with
themselves as Transferors for the benefit of the Land and each of its registered
proprietors from time to time that the Transferees will henceforth and always observe
and perform all the stipulations, restrictions and covenants contained in the Second
Schedule of this Memorandum TO THE END AND INTENT that each of the said stipulations,
restrictions and covenants shall forever enure for the benefit of all the Land and
every part thereof PROVIDED ALWAYS that the Transferees shall be liable only in
respect of breaches of the stipulations, restrictions and covenants which occur while

the Transferees are the registered proprietor of any of the lots comprising the Land in respect of which any such breach shall occur

AND IN CONSIDERATION THEREFORE the Transferees FURTHER COVENANT IN THIS MEMORANDUM with themselves as Transferors that the Transferees will at all times save harmless and keep indemnified the Transferors from all proceedings, costs, claims and demands in respect of breaches by the Transferees of any of the agreements, stipulations, restrictions and covenants in this Memorandum.

FIRST SCHEDULE

Lots 1, 4 to 11 (inclusive) 13 and 15 DP 166291 comprising together 57.527 hectares and being all the land comprised and described in Certificates of Title Volume 100D Folio 684 to Folio 692 (inclusive), 694 and 695 (North Auckland Land Registry)

Subject to and together with:

- Jr*
MJ
- ~~1. A302746 Pipeline Easement Certificate~~
 - 2. B994961 Variation of Pipeline Easement Certificate ~~A302746~~
 - 3. Stormwater Drainage created by
 - 4. Easement Certificate

~~5. Easement Certificate~~

- 1. A302746 Pipeline Easement Certificate (in respect of Lots 1,4,5,6 & 15)
- 2. C.544778.1 Certificate under S.94(c) Transit New Zealand Act 1991 (in respect of Lots 1 and 13)
- 3. C.878364.3 Consent Notice (in respect of Lots 1,4 to 11, 13 and 15)
- 4. C.878364.4 Consent Notice (in respect of Lots 6 and 15)
- 5. C.878364.6 Easement Certificate (in respect of Lots 8 and 9)
- 6. C.878364.7 Easement Certificate (in respect of Lots 1,4 to 11, 13 and 15)
- 7. Water Supply Easement created by Transfer C.318814.5 varied by C.565177.5 (in respect of Lots 7,8,10,11 and 15)
- 8. C.878364.8 Transfer Granting Stormwater Easement (in respect of Lots 6 and 11)

SECOND SCHEDULE

1. That the Transferees will not use the Land or permit the same to be used for any purpose which is not permitted or allowable by and in accordance with the Papakura District Council District Plan.
2. That the Transferees will not permit to be erected or placed on the Land any residential dwelling with a floor area of less than 210 square metres (excluding garage, carports and decking), which shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof.
3. That the Tranferees will not erect any dwellinghouse on the Land (including any adjoining garage, but excluding any barns, sheds or other separate buildings or dwellings) constructed to a value of not less than the base value plus Goods and Services Tax. The base value as at 1st September 1995 shall be \$220,000.00 and shall be adjusted in accordance with the percentage increase of the Modal House Building Cost Index as defined from time to time by the New Zealand Institute of Valuers.
4. That the Tranferees shall not permit any metal clad roofing which has not been prepainted.
5. That the Transferees will not permit to be erected any fence constructed of corrugated iron or exceeding 1.83 metres in height above the natural ground level.
6. That the Transferees shall not permit any building to be completed outside 12 months of laying down of the foundations for such building, and no building once under construction shall be left without substantial work being carried out for a period exceeding three months.
7. That the Transferees shall not permit any farm outbuildings or ancillary buildings to be constructed on the land except as shall be completed to a high standard of workmanship and shall ensure that they shall not be constructed from any second hand materials or use corrugated iron (whether prepainted or not) for any external wall panelling. Farm outbuildings or ancillary buildings shall be such that they are usual and reasonable for the type of horticultural, agricultural or pastoral use and shall be of a style (including that of the garden or landscaping aspects and fencing off surrounding grounds) in keeping with each other so that the dwellinghouse and any additional buildings and surrounding grounds thereof belnd in with the rural nature of the surrounding area to ensure that a pleasing aesthetically compatible appearance is maintained for the benefit of all the lots.
8. The Transferees shall not permit the construction of any glasshouse or greenhouse or plastic house on the land without the Transferees first supplying the Transferors with a copy of the landscaping plan and the plans and specifications for the proposed greenhouse or glasshouse or plastic house, and the Transferors' approving such plans in writing, and the Transferees shall not thereafter proceed to construct such greenhouse or glasshouse or plastic house except in such manner as totally complies with the plans as so approved.
9. That the Transferees will not erect or permit or suffer to be erected or placed upon the Land any secondhand dwelling, caravan, hut or shed for any kind of permanent or temporary residential use except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of construction.

A handwritten signature in dark ink, appearing to be 'B.A. [unclear]', is located at the bottom left of the page.

10. That the Transferees shall not install or permit to be installed any overhead power lines or cables of any description.
11. The Transferees will not permit any water tank on the property to be more than 1.5 metres above the natural ground level unless such tank is made of or sheathed with timber planking (not with fibreboard, plywood or similar materials) so as to aesthetically blend in with the rural surroundings.
12. The Transferees shall keep the land in a neat and tidy condition and shall not permit excessive growth of grass to that it becomes long and unsightly or a fire risk and to regularly mow any grass verges and prune and keep tidy any trees and plantings and keep all noxious and annual weeds under strict control.
13. The Transferees will immediately on being invoiced pay their due portion of administration and costs of:
 - (a) Metered water supply from the pump and bore on Lot 12 in accordance with Easement Certificate C878364.7
 - (b) Mowing and keeping tidy the roadside verges in the subdivision which work shall be arranged and administered by the Transferors for so long as they remain registered proprietors of any one of the lots on DP 166291 or by such other person(s) as the Transferors may by Deed appoint.

A handwritten signature in dark ink, consisting of stylized, overlapping loops and a trailing flourish.

~~In Consideration of the sum of~~

paid to the Transferor by

~~(herein called "the Transferee") the receipt of which sum is hereby acknowledged Hereby Transfers to the Transferee all the Transferor's estate and interest in the said piece or pieces of land~~

In witness whereof these presents have been executed this *1st* day of *August* 1995

Signed by the Transferors
JOHN JOYCE & MARGARET JOYCE

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
(by the affixing of its common seal)

in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

SIGNED by the Transferees
JOHN JOYCE & MARGARET JOYCE
in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

J & M JOYCE

Transferor

SOLICITOR FOR THE TRANSFEE

J & M JOYCE

Transferee

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

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

SOLICITOR FOR THE TRANSFEE

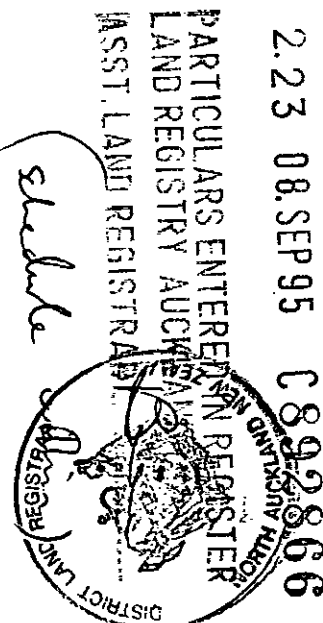
I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

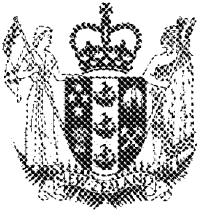
Assistant / District Land Registrar of the

District of

SOLICITOR FOR THE TRANSFEE

McVeagh Fleming
Solicitors
MANUREWA





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



Identifier **NA100D/692**
Land Registration District **North Auckland**
Date Issued 16 August 1995

Prior References

NA8B/1274

Estate	Fee Simple
Area	4.6100 hectares more or less
Legal Description	Lot 11 Deposited Plan 166291

Registered Owners

Zhong Zhen Ou and Ming Xian Wu

Interests

Subject to a stormwater drainage right (in gross) over parts marked VV, M, UU and CC on DP 166291 in favour of the Papakura District Council created by Transfer C878364.8 - 16.8.1995 at 12.37 pm

C878364.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 16.8.1995 at 12.37 pm

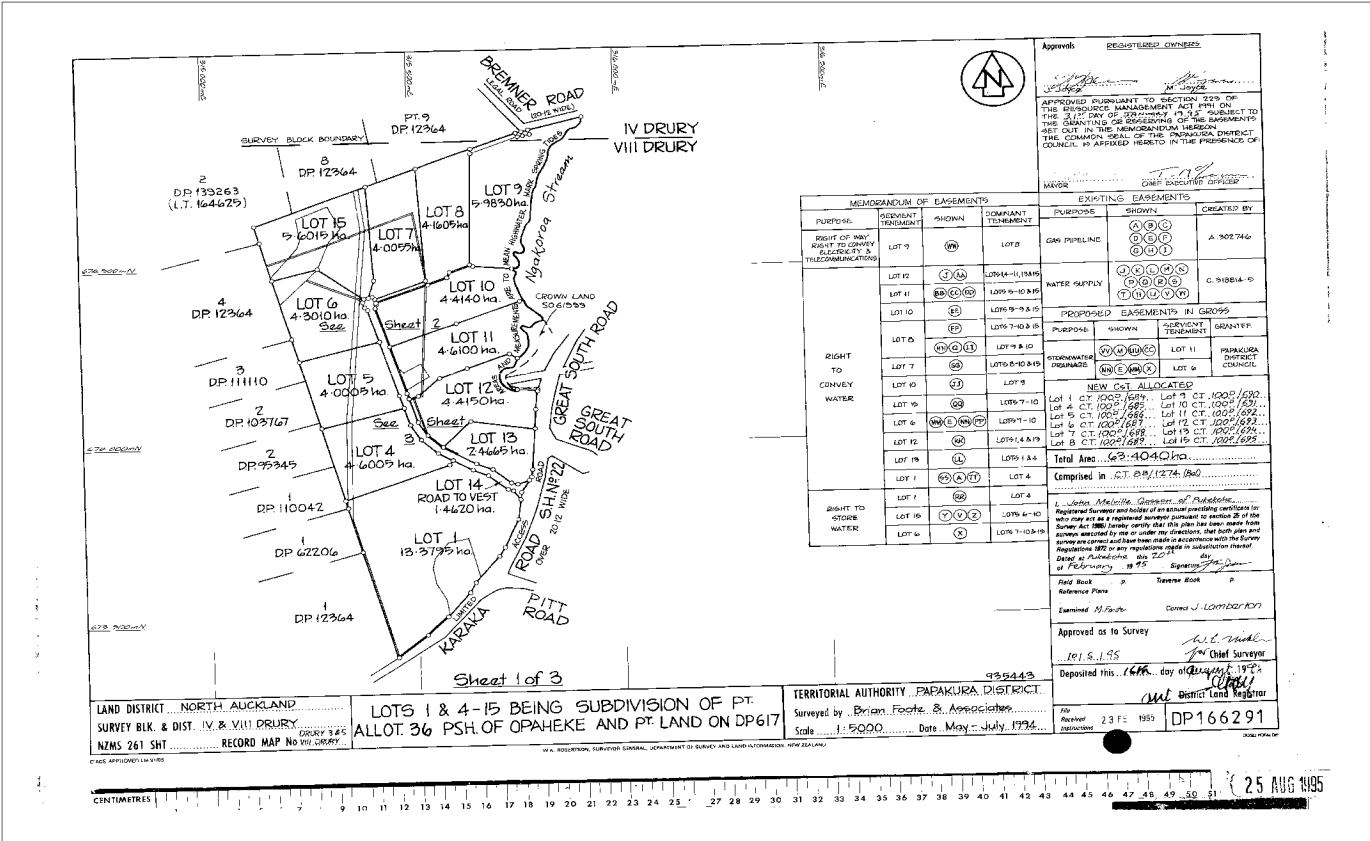
Appurtenant hereto is a right to convey specified in Easement Certificate C878364.7 - 16.8.1995 at 12.37 pm

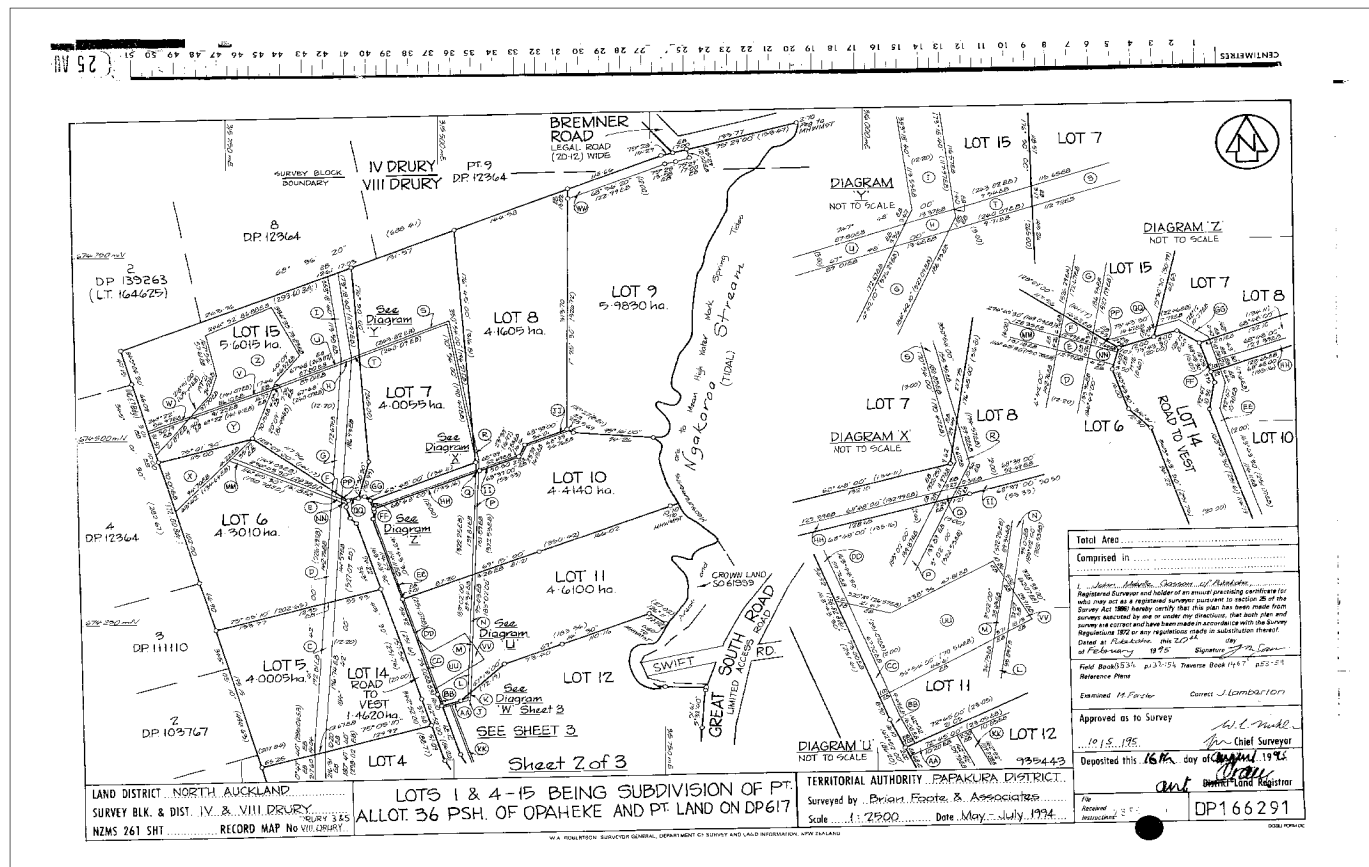
Subject to a right to convey water over part marked BB, CC and DD on DP 166291 specified in Easement Certificate C878364.7 - 16.8.1995 at 12.37 pm

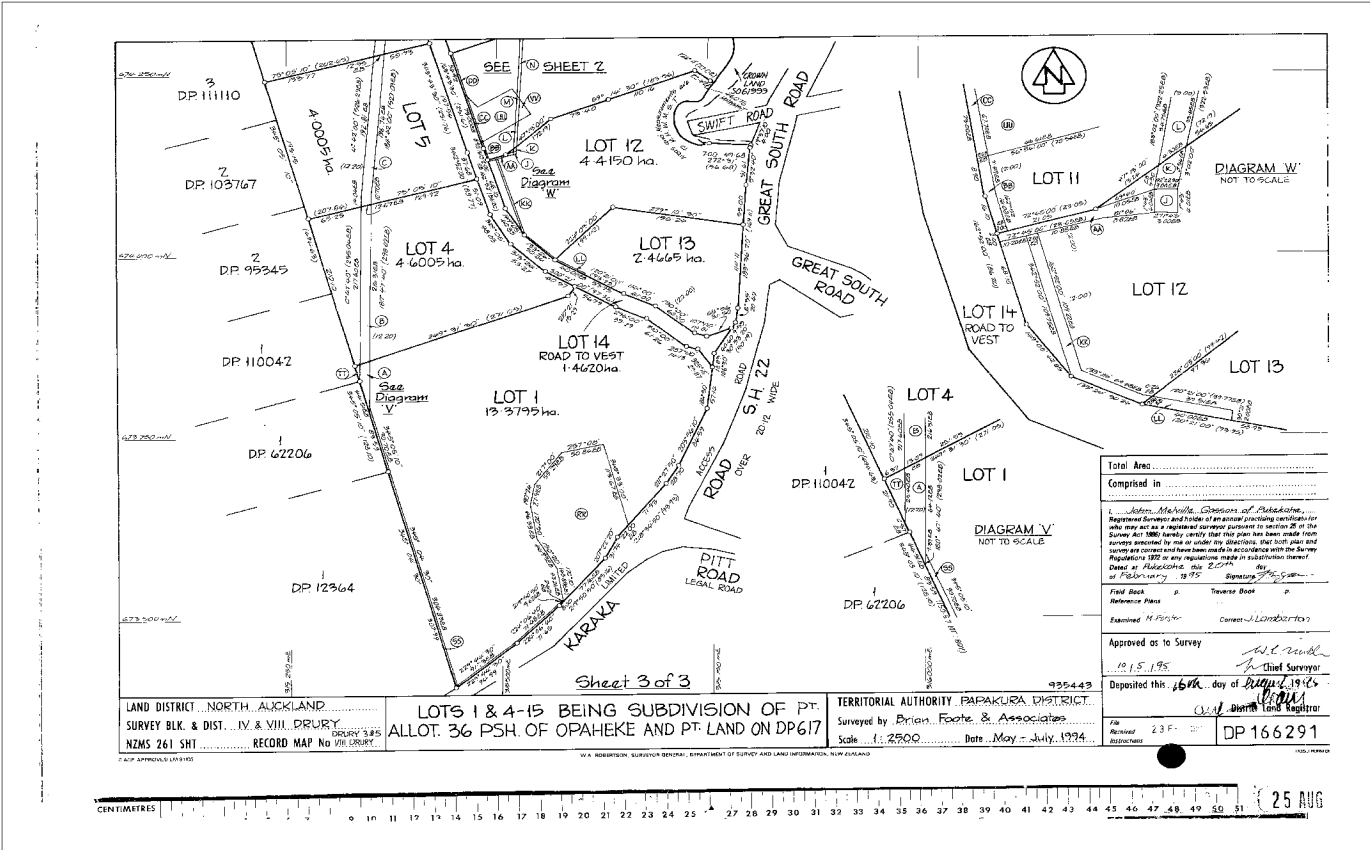
The easements specified in Easement Certificate C878364.7 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer C892866.1 - 8.9.1995 at 2.23 pm

10073987.3 Mortgage to ASB Bank Limited - 9.6.2015 at 2:39 pm







A N D

* Supply Easement in
Transfer C318814.5

BETWEEN

JOHN JOYCE and MARGARET JOYCE both of Karaka, Businesspersons

REGISTERED PROPRIETORS

A N D

THE PAPAKURA DISTRICT
COUNCIL

THE COUNCIL

THE PAKAPAKA DISTRICT COUNCIL the Territorial Authority having jurisdiction in respect of the above land HEREBY GIVES NOTICE that subdivision consent to Plan 166291 is granted subject to conditions to be complied with on a continuing basis as to all Lots on the said Plan DP 166291 by the subdividing owners and by subsequent owners after the deposit of the said Plan.

THE CONDITIONS are:

1. Each building site shall be subject to specific investigation and design by a registered engineer experienced in on-site wastewater disposal systems at building consent application stage. Adequate separation from ground water and watercourses shall be provided.
2. The effluent disposal systems shall comply with the requirements of the Auckland Regional Council's current General Authorisation for Domestic Wastewater Disposal.

3. The wastewater disposal systems shall be constructed in accordance with the specifications submitted, under the supervision of a registered engineer experienced in on-site waste water disposal systems who shall certify in writing to the Council that the system has been installed in accordance with the specification.
4. Adequate stormwater drainage shall be provided to ensure surface run-off/water tank overflow/ground water does not affect the satisfactory performance of the effluent disposal systems.
5. Effluent disposal areas shall be located on ground above the 100 year flood level.
6. The designated reserve areas for effluent disposal shall be identified on the site plan at building consent stage.
7. Each building site shall be subject to specific investigation by a registered engineer experienced in geotechnical engineering at the building consent application stage in order to confirm foundation conditions.
8. All recommendations and conditions included in the geotechnical report by Earthtech Consulting Limited dated 27 January 1994 and the application letter by B. Foote & Associates dated 4 February 1994 shall be strictly adhered to.
9. No caveats or other encumbrances shall be placed on any title to prevent the use of the Lots for horticultural purposes.
10. The owners or occupiers of the Lots which are not proposed in the Auckland Regional Council water availability letter of 14 February 1994 as being provided with water from bores, shall have access to water and the right of extraction set out below:

T.MZ
Lots 1 and 4 to share equal extraction rights of water from Dam ~~B~~ G

Lots 6 - 10 and 15 to have a sixth share of extraction rights for water from Dam B.

No person shall extract more than one-sixth of the volume at any one time unless it is with the written agreement of the other 5 owners. Such an agreement is to be on a yearly renewable basis.

Lots 6 - 10 and 15 may have storage ponds erected on them to obtain water from Dam B. Such storage ponds are not to exceed 8,000 cubic metres in storage capacity.

Easements to enable provision of water to each Lot in the manner set out above are to be provided as necessary on the Survey Plan and reserved and granted.

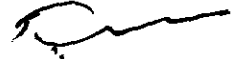
NOTE: Extraction from Dam B is only to occur in the months of April to September.

DATED at Papakura this 7TH day of AUGUST 1995.

.....
Principal Administrative
Officer

CA:083

Correct for the purposes of the Land
Transfer Act



Solicitor for the Registered Proprietor

12.37 16.AUG.95

PARTIALLY REGISTERED
LAND REGISTRATION ACT 1925
AS TO LAND IN P. 101

88/1234



C 878364.7 EC

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

✓/We JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 95 under No. 166291 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 166291

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to Convey Water	12 ✓	J & AA	Lots 1, 4-11, 13 & 15	100D/684 - 695 (incl)
" "	11	BB CC DD	Lots 5-10 & 15	100D/686-692 (incl) 695
"	10	EE	Lots 5-9 & 15	100D/686-691 (incl) 695
"	8	FF	Lots 7-10 & 15	100D/688-691, (incl) 695
"	8	HH Q II	Lots 9 & 10	100D/689, 690, 691
"	7	GG	Lots 8-10 & 15	100D/688-691, (incl) 695
"	10	JJ	Lot 9	100D/690, 691
"	15	QQ	Lots 7-10	100D/688-691, (incl) 695
"	6	MM E NN PP	Lots 7-10	100D/687-691 (incl)
"	12 ✓	KK	Lots 1, 4 & 13	100D/684, 685, 693, 694
"	13	LL	Lots 1 & 4	100D/684, 685, 694
"	1	SS A TT	Lot 4	100D/684, 685
Right to Store Water	1	RR	Lot 4	100D/684, 685
"	15	Y V Z	Lots 6 - 10	100D/687-691 (incl) 695
"	6	X	Lots 7 - 10 & 15	100D/687-691 (incl) 695

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

1. Rights and powers: The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 shall apply.
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

A. RIGHTS TO CONVEY WATER FROM PUMP AND BORE ON LOT 12

(a) The water supply is sourced at the pump and bore situated on Lot 12, and leads to the other Lots through a water supply system consisting of pipes under and through the easement areas defined in the Schedule.

(b) No owner of any Lot shall use any water from the supply for any purpose except such reasonable quantities as are necessary for watering livestock and/or watering any domestic garden adjacent to a dwelling, and in particular shall not use any water for horticulture or personal residential use.

(c) The registered proprietor of Lot 12 shall be responsible for maintaining the pump and bore, and the supply of electric power thereto, in good working order and condition, and for the administration of the water supply including the reading of meters, keeping records, payment of accounts, and invoicing individual registered proprietors for their share of the costs.

(d) The costs of maintenance, repair and replacement of the pump and bore and electrical supply thereto, including all associated fixtures and fittings, shall be paid by all the registered proprietors of all the Lots drawing water therefrom in proportion to their usage of water as measured by the water meters placed in the water pipelines servicing individual Lots, and they shall also pay the cost of electricity in the same proportions.

(e) Registered proprietors of individual Lots shall be responsible for repairing and maintaining the water pipelines, including joints and other fittings, as may be situated on the Lot or Lots owned by them, and shall at all times ensure that water flow to the other Lots is not blocked or impeded and shall repair any leakage or damage to the water supply system immediately any such leakage or damage occurs on his/her/their individual Lot or Lots PROVIDED THAT where any such repair is necessitated by fair wear and tear, then the cost thereof shall be borne by all the registered proprietors as may use the water supply system, calculated according to usage as aforesaid.

B. RIGHTS TO CONVEY WATER FROM DAMS ON LOTS 1, 6 and 15

(a) Individual registered proprietors having these rights shall be responsible for the installation, maintenance and repair of their own water supply systems including any pipelines and/or pumps in on or under the easement areas defined in the Schedule and shall use such quantities as are reasonable having regard to the quantities available and the rights of other users and shall obtain any water rights as may be necessary under the Resource Management Act or its statutory equivalent. **AND** shall comply with the registered Consent Notice Under Section 221 Resource Management Act 1991 dated 7th August 1995 whereunder (inter alia) Lots 1 & 4 are to share equal extraction rights from the dam on Lot 1 and Lots 6 - 10 & 15 are each to have a sixth share of extraction rights for water from the dam on Lots 6 & 15.

~~2. To not, and not to permit or suffer, to be used for any purpose other than the above purposes.~~

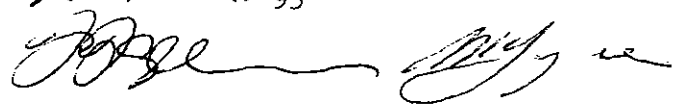
3. RIGHT TO STORE WATER

Individual registered proprietors defined in the Schedule as having these rights shall have the right to have such water as naturally accumulates stored and kept for their use in and behind the dams on and in the defined easement areas specified in the Schedule, such water to be available for their reasonable use pursuant to clause 2(B) hereof PROVIDED THAT the registered proprietors of the servient tenements on which the dams are situated shall have no obligation to maintain any particular quantity or level of water and the quantities of water available shall be solely dependent on natural accumulation.

Dated this 1st day of August 19 95

Signed by the above-named

JOHN JOYCE & MARGARET JOYCE



in the presence of

Witness 

Occupation

Address **G.H. FLEMING**


**SOLICITOR
AUCKLAND**

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act

*The within easements, when
created, will be subject to
Section 243(a) Resource Management
Act 1991.*


Solicitor for the registered proprietor


ALR

McVeagh Fleming
Solicitors
MANUREWA

12.37 16.AUG95 C878364-7
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REG. CLERK
1003/684-7
695

C892866.1 T

Memorandum of Transfer



WHEREAS JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons
("the Transferors")

are
(herein called "the Transferor") ~~being~~ registered as proprietors of ~~an~~ estates in fee simple

101jdc1 11:53:01 05/09/1995 0000012129
New Zealand Stamp Duty - Not Liab!
Assessed by dept \$**,***,**0.00

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

~~containing~~ ~~xxxxxx~~
more particularly described in the First Schedule ("the Land")

AND WHEREAS the Transferors when registered proprietors of the land contained in
Deposited Plan 166291 subdivided that land into lots in the manner shown and defined
on that Plan for the purposes of the sale of those lots as an estate comprising rural
residential lots suitable for horticulture or other agricultural or pastoral
production or use accompanied by a rural residential lifestyle

AND WHEREAS it is the Transferors' intention that all the lots contained in the said
plan (except Lot 12 which contains an existing high quality homestead and outbuildings
already in keeping with the intent hereof) shall be subject to a general scheme
applicable to and for the benefit of all of the rural lots to the intent that a high
standard of rural residential amenity shall be enjoyed by the registered proprietors
of all the lots and that the owner or occupier for the time being of each of the lots
should be bound by the stipulations and restrictions set out in the Second Schedule
hereto and that the respective owners and occupiers for the time being of any of the
lots may be able to enforce the observance of such stipulations and restrictions by
the owners or occupiers for the time being of the lots in equity or otherwise
howsoever and the Transferors shall transfer each of the lots described in the First
Schedule hereto subject to the like covenants as are contained in the Second Schedule
hereto.

AND WHEREAS the Transferors wish to utilise the provisions of Sections 49 and 66A of
the Property Law Act 1952 to create such scheme and to this end will by this
Memorandum transfer each of the lots comprising the Land to themselves as Transferees

NOW THEREFORE IN PURSUANCE of the premises AND IN CONSIDERATION of the sum of ONE
DOLLAR (\$1.00) paid to the Transferors by themselves as Transferees the Transferors
HEREBY TRANSFER to themselves by this Memorandum all the Transferors' estate and
interest in the Land described in the First Schedule AND IN FURTHER PURSUANCE of the
Transferors' intention set out above the Transferors in their capacity as Transferees
for themselves and their successors in title so as to bind the Land For the benefit of
all its registered proprietors from time to time COVENANT AND AGREE in this with
themselves as Transferors for the benefit of the Land and each of its registered
proprietors from time to time that the Transferees will henceforth and always observe
and perform all the stipulations, restrictions and covenants contained in the Second
Schedule of this Memorandum TO THE END AND INTENT that each of the said stipulations,
restrictions and covenants shall forever enure for the benefit of all the Land and
every part thereof PROVIDED ALWAYS that the Transferees shall be liable only in
respect of breaches of the stipulations, restrictions and covenants which occur while

the Transferees are the registered proprietor of any of the lots comprising the Land in respect of which any such breach shall occur

AND IN CONSIDERATION THEREFORE the Transferees FURTHER COVENANT IN THIS MEMORANDUM with themselves as Transferors that the Transferees will at all times save harmless and keep indemnified the Transferors from all proceedings, costs, claims and demands in respect of breaches by the Transferees of any of the agreements, stipulations, restrictions and covenants in this Memorandum.

FIRST SCHEDULE

Lots 1, 4 to 11 (inclusive) 13 and 15 DP 166291 comprising together 57.527 hectares and being all the land comprised and described in Certificates of Title Volume 100D Folio 684 to Folio 692 (inclusive), 694 and 695 (North Auckland Land Registry)

Subject to and together with:

- Jr*
MJ
- ~~1. A302746 Pipeline Easement Certificate~~
 - 2. B994961 Variation of Pipeline Easement Certificate ~~A302746~~
 - 3. Stormwater Drainage created by
 - 4. Easement Certificate

~~5. Easement Certificate~~

- 1. A302746 Pipeline Easement Certificate (in respect of Lots 1,4,5,6 & 15)
- 2. C.544778.1 Certificate under S.94(c) Transit New Zealand Act 1991 (in respect of Lots 1 and 13)
- 3. C.878364.3 Consent Notice (in respect of Lots 1,4 to 11, 13 and 15)
- 4. C.878364.4 Consent Notice (in respect of Lots 6 and 15)
- 5. C.878364.6 Easement Certificate (in respect of Lots 8 and 9)
- 6. C.878364.7 Easement Certificate (in respect of Lots 1,4 to 11, 13 and 15)
- 7. Water Supply Easement created by Transfer C.318814.5 varied by C.565177.5 (in respect of Lots 7,8,10,11 and 15)
- 8. C.878364.8 Transfer Granting Stormwater Easement (in respect of Lots 6 and 11)

SECOND SCHEDULE

1. That the Transferees will not use the Land or permit the same to be used for any purpose which is not permitted or allowable by and in accordance with the Papakura District Council District Plan.
2. That the Transferees will not permit to be erected or placed on the Land any residential dwelling with a floor area of less than 210 square metres (excluding garage, carports and decking), which shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof.
3. That the Tranferees will not erect any dwellinghouse on the Land (including any adjoining garage, but excluding any barns, sheds or other separate buildings or dwellings) constructed to a value of not less than the base value plus Goods and Services Tax. The base value as at 1st September 1995 shall be \$220,000.00 and shall be adjusted in accordance with the percentage increase of the Modal House Building Cost Index as defined from time to time by the New Zealand Institute of Valuers.
4. That the Tranferees shall not permit any metal clad roofing which has not been prepainted.
5. That the Transferees will not permit to be erected any fence constructed of corrugated iron or exceeding 1.83 metres in height above the natural ground level.
6. That the Transferees shall not permit any building to be completed outside 12 months of laying down of the foundations for such building, and no building once under construction shall be left without substantial work being carried out for a period exceeding three months.
7. That the Transferees shall not permit any farm outbuildings or ancillary buildings to be constructed on the land except as shall be completed to a high standard of workmanship and shall ensure that they shall not be constructed from any second hand materials or use corrugated iron (whether prepainted or not) for any external wall panelling. Farm outbuildings or ancillary buildings shall be such that they are usual and reasonable for the type of horticultural, agricultural or pastoral use and shall be of a style (including that of the garden or landscaping aspects and fencing off surrounding grounds) in keeping with each other so that the dwellinghouse and any additional buildings and surrounding grounds thereof belnd in with the rural nature of the surrounding area to ensure that a pleasing aesthetically compatible appearance is maintained for the benefit of all the lots.
8. The Transferees shall not permit the construction of any glasshouse or greenhouse or plastic house on the land without the Transferees first supplying the Transferors with a copy of the landscaping plan and the plans and specifications for the proposed greenhouse or glasshouse or plastic house, and the Transferors' approving such plans in writing, and the Transferees shall not thereafter proceed to construct such greenhouse or glasshouse or plastic house except in such manner as totally complies with the plans as so approved.
9. That the Transferees will not erect or permit or suffer to be erected or placed upon the Land any secondhand dwelling, caravan, hut or shed for any kind of permanent or temporary residential use except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of construction.

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10. That the Transferees shall not install or permit to be installed any overhead power lines or cables of any description.
11. The Transferees will not permit any water tank on the property to be more than 1.5 metres above the natural ground level unless such tank is made of or sheathed with timber planking (not with fibreboard, plywood or similar materials) so as to aesthetically blend in with the rural surroundings.
12. The Transferees shall keep the land in a neat and tidy condition and shall not permit excessive growth of grass to that it becomes long and unsightly or a fire risk and to regularly mow any grass verges and prune and keep tidy any trees and plantings and keep all noxious and annual weeds under strict control.
13. The Transferees will immediately on being invoiced pay their due portion of administration and costs of:
 - (a) Metered water supply from the pump and bore on Lot 12 in accordance with Easement Certificate C878364.7
 - (b) Mowing and keeping tidy the roadside verges in the subdivision which work shall be arranged and administered by the Transferors for so long as they remain registered proprietors of any one of the lots on DP 166291 or by such other person(s) as the Transferors may by Deed appoint.

A handwritten signature in dark ink, consisting of stylized, cursive letters, likely representing the initials 'DA' followed by a surname.

~~In Consideration of the sum of~~

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the
~~Transferee all the Transferor's estate and interest in the said piece or pieces of land~~

In witness whereof these presents have been executed this *1st* day of *August* 1995

Signed by the Transferors
JOHN JOYCE & MARGARET JOYCE

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
(by the affixing of its common seal)

in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

SIGNED by the Transferees
JOHN JOYCE & MARGARET JOYCE
in the presence of:


T.C.H. FLEMING
SOLICITOR
AUCKLAND

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

J & M JOYCE

Transferor

SOLICITOR FOR THE TRANSFEE

J & M JOYCE

Transferee

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

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

SOLICITOR FOR THE TRANSFEE

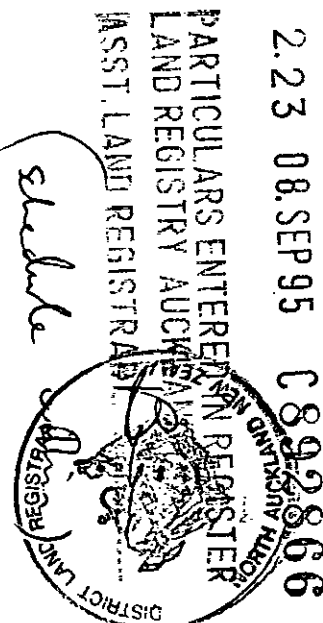
I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

Assistant / District Land Registrar of the

District of

SOLICITOR FOR THE TRANSFEE

McVeagh Fleming
Solicitors
MANUREWA



MEMORANDUM OF TRANSFER
STORM WATER DRAINAGE EASEMENT IN GROSS

WHEREAS JOHN JOYCE and MARGARET JOYCE both of Karaka, Business Persons (hereinafter called "Mr and Mrs Joyce") are registered as proprietors of estates of freehold in fee simple FIRST in all that parcel of land containing 4.6100 hectares more or less being Lot 11 Deposited Plan 166291 and being part Allotment 36 Parish of Opaheke and being the whole of the land comprised and described in Certificate of Title Volume 100D Folio 692 North Auckland Registry SUBJECT TO Pipeline Easement Certificate A302746 under Section 70 of the Petroleum Act 1937 and to ~~Mortgage C565177 of the Westpac Banking Corporation and to~~ Water Supply Easement created by Transfer C318814.5 and TOGETHER WITH AND SUBJECT TO Easements for Rights to convey water ~~the conveyance of electricity and telecommunications~~ created by Easement Certificate (hereinafter called "Lot 11") and SECONDLY containing 4.3010 hectares more or less being Lot 6 Deposited Plan 166291 being part Allotment 36 Parish of Opaheke and being the whole of the land comprised and described in Certificate of Title Volume 100D Folio 687 SUBJECT TO Pipeline Easement Certificate A302745 under Section 70 of the Petroleum Act 1937 ~~and to Mortgage C565177 of the Westpac Banking Corporation~~ and to Water Supply Easement created by Transfer C318814.5 and TOGETHER WITH AND SUBJECT TO Easements for Rights to convey and store ~~the conveyance of electricity and telecommunications~~ created by Easement Certificates (hereinafter called "Lot 6")

Lots 11 and 6 being also Subject to Notices

under Section 221 Resource Management Act 1991

AND WHEREAS the land is in the District of Papakura and is subject to the territorial jurisdiction of THE PAPAKURA DISTRICT COUNCIL

AND WHEREAS Mr and Mrs Joyce are subdividing the land pursuant to subdivisional resource consent granted by THE PAPAKURA DISTRICT COUNCIL as Territorial Authority under the Resource Management Act 1991 upon condition (inter alia) that Mr and Mrs Joyce grant a storm water drainage Easement in Gross over the said Lots 6 and 11 in favour of THE PAPAKURA DISTRICT COUNCIL

NOW THEREFORE in pursuance of the premises and in consideration of the covenants herein contained and implied Mr and Mrs Joyce transfer and grant to THE PAPAKURA DISTRICT COUNCIL as an Easement in Gross forever the full free and uninterrupted and unrestricted right liberty and privilege for THE PAPAKURA DISTRICT COUNCIL and its successors and its and their officers, servants, tenants, agents and workmen from time to time and at all times to convey stormwater and surface water through those parts of Lot 6 shown as NN, E, MM and X and those parts of Lot 11 shown as VV, M, UU and CC on Deposited Plan 166291 together with the additional rights set out in clause 5 of the seventh schedule to the Land Transfer Act 1952.

Any dispute or difference which may arise as to the liability of any party or the construction or interpretation of this grant shall be determined by arbitration in accordance with the

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provisions of the Arbitration Act 1908 or any Act passed in substitution or amendment and this clause shall be deemed to be a "submission within the meaning of that Act".

DATED at Papakura this *1st* day of *August* 1995

SIGNED by JOHN JOYCE
and MARGARET JOYCE
as Transferors in the
presence of:-

) *[Signature]*
) *[Signature]*
)
)

[Signature]

T.C.H. FLEMING
SOLICITOR
AUCKLAND

The common seal of THE)
PAPAKURA DISTRICT COUNCIL)
as Transferee was)
hereunto affixed in the)
presence of:-)

[Signature]

.....
MAYOR

[Signature]
.....
CHIEF EXECUTIVE OFFICER

REGISTERED IN DUPLICATE

DATED

1995

BETWEEN

JOHN JOYCE AND
MARGARET JOYCE

GRANTORS

A N D

THE PAPAKURA
DISTRICT COUNCIL

GRANTEE

MEMORANDUM OF TRANSFER
STORMWATER DRAINAGE EASEMENT
IN GROSS

Correct for the purposes of the
Land Transfer Act 1952

.....
Solicitor for the Grantee

RICE CRAIG
SOLICITORS
PAPAKURA
VE:DCA:080



PARTICULARS ENTERED
LAND REGISTRAR
AUCKLAND
ASSIST. LAND REGISTRAR

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