



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

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



*R. W. Muir*  
Registrar-General  
of Land

**Identifier** **867814**  
**Land Registration District** **North Auckland**  
**Date Issued** 11 November 2019

**Prior References**  
NA139B/955

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**Estate** Fee Simple  
**Area** 1.6351 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 531494

**Registered Owners**  
Waitemata District Health Board

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**Interests**

C491423.1 Subject to conditions pursuant to Section 461(1) Local Government Act 1974 and certifying that a private drain passes through and serves the within land - 22.6.1993 at 2.08 pm

Appurtenant hereto is a right of way specified in Easement Certificate C510175.4 - 24.8.1993 at 2.56 pm

The easements specified in Easement Certificate C510175.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to an electricity right (in gross) over part marked D on DP 531494 in favour of Mercury Energy Limited created by Transfer D036499.8 - 22.8.1996 at 10.40 am

Subject to a telecommunications right (in gross) over part marked D on DP 531494 in favour of Telecom New Zealand Limited created by Transfer D036499.12 - 22.8.1996 at 10.40 am

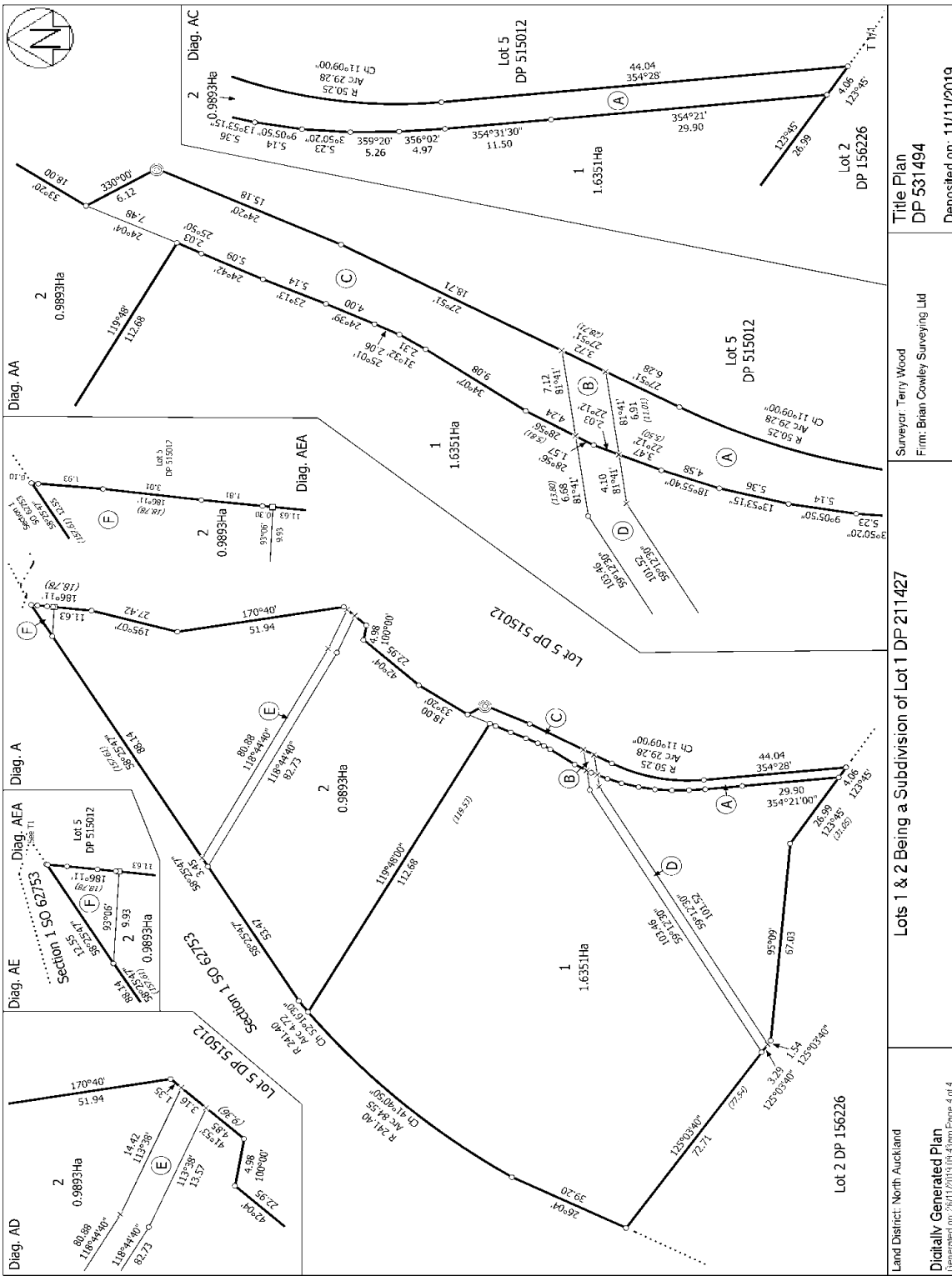
Appurtenant hereto is a gas right created by Transfer D036499.14 - 22.8.1996 at 10.40 am

Appurtenant hereto is a right of way created by Easement Instrument 5590341.12 - 19.5.2003 at 9:00 pm

The easement created by Easement Instrument 5590341.12 is subject to Section 243 (a) Resource Management Act 1991

9666057.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 11.3.2014 at 9:12 am

9966432.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 10.2.2015 at 2:17 pm



Land District: North Auckland	Surveyor: Terry Wood Firm: Brian Cowley Surveying Ltd	Title Plan DP 531494	Deposited on: 11/11/2019
Lots 1 & 2 Being a Subdivision of Lot 1 DP 211427			
Digitally Generated Plan Generated on: 26/11/2019 09:43am Page 4 of 4			



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

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** NA93B/540  
**Land Registration District** North Auckland  
**Date Issued** 17 June 1993

**Prior References**

NA85D/293

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**Estate** Fee Simple  
**Area** 3.9390 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 156226

**Registered Owners**

Waitemata District Health Board

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**Interests**

C489391.2 Resolution pursuant to Section 321(3)(c) Local Government Act 1974 - Produced 15.6.1993 at 2.39 pm and entered 17.6.1993 at 9.00 am

C491423.1 Subject to conditions pursuant to Section 461(1) Local Government Act 1974 and certifying that a private drain passes through and serves the within land - 22.6.1993 at 2.08 pm

Appurtenant hereto is a right of way specified in Easement Certificate C510175.4 - 24.8.1993 at 2.56 pm

Subject to a right of way over part marked C on DP 156226 specified in Easement Certificate C510175.4 - 24.8.1993 at 2.56 pm

The easements specified in Easement Certificate C510175.4 are subject to Section 243 (a) Resource Management Act 1991

C582654.1 CAVEAT BY WAITEMATA HEALTH LIMITED - 28.3.1994 AT 10.52 AM

Subject to an electricity right (in gross) over parts marked I, J, K, L, M and N on Plan 156648 in favour of Mercury Energy Limited created by Transfer D036499.9 - 22.8.1996 at 10.40 am

Subject to a telecommunications right (in gross) over parts marked AG, N, M, K, J and I on Plan 156648 in favour of Telecom New Zealand Limited created by Transfer D036499.11 - 22.8.1996 at 10.40 am

Subject to a gas right over parts marked AJ, AI, K, J and AM on Plan 156648 created by Transfer D036499.14 - 22.8.1996 at 10.40 am

Subject to a gas right over parts marked AE, AF, AG, N, AH, K, AI and AJ on Plan 156648 created by Transfer D036499.15 - 22.8.1996 at 10.40 am

Subject to an electricity right over parts marked AL, AN and AE on Plan 156648 and a gas right over parts marked AJ, AK and AL on Plan 156648 created by Transfer D036499.16 - 22.8.1996 at 10.40 am

Appurtenant hereto is a steam supply right created by Transfer D036499.19 - 22.8.1996 at 10.40 am

Subject to a gas supply right (in gross) over part marked H on Plan 156648 in favour of Auckland Gas Company Limited created by Transfer D054952.1 - 10.10.1996 at 2.42 pm

9918192.1 Certificate under section 148 of the Nga Mana Whenua o Tamaki Makaurau Collective Redress Act 2014 that the within land is RFR land as defined in section 118 and is subject to Subpart 1 of Part 4 of the Act (which restricts disposal, including leasing of the land) - 5.12.2014 at 7:00 am

10916326.1 Notification that a building consent issued pursuant to Section 72 Building Act 2004 identifies inundation as a natural hazard - 27.9.2017 at 2:15 pm

**Diagram A'**  
not to scale

**Diagram B'**  
not to scale

**Diagram C'**  
not to scale

Approved as to Survey  
3/16/93  
for Chief Surveyor  
15/6/93

Approved as to the addition of  
easement H.  
15/6/93

Approved as to Survey  
3/16/93  
for Chief Surveyor  
15/6/93

Approved as to Survey  
3/16/93  
for Chief Surveyor  
15/6/93

Approved as to Survey  
3/16/93  
for Chief Surveyor  
15/6/93

LAND DISTRICT: NORTH AUCKLAND

SURVEY BLK. & DIST. XV&XVI WAITEMATA, III&IV TITIRANGI, I&II AUCKLAND

NZMS 261 SHT

PLAN OF LOTS 1-5 BEING A SUBDIVISION OF LOT 2 DP 144-585

Scale: 1:3000 Date: APRIL 1993

Surveyed by: HARRISON GIBSON CONSULTANTS LTD

TERRITORIAL AUTHORITY: AUCKLAND CITY

Record Map No. 77

APPROVED AS TO SURVEY	3/16/93	APPROVED AS TO THE ADDITION OF EASEMENT H.	15/6/93
APPROVED AS TO SURVEY	3/16/93	APPROVED AS TO SURVEY	3/16/93
APPROVED AS TO SURVEY	3/16/93	APPROVED AS TO SURVEY	3/16/93
APPROVED AS TO SURVEY	3/16/93	APPROVED AS TO SURVEY	3/16/93
APPROVED AS TO SURVEY	3/16/93	APPROVED AS TO SURVEY	3/16/93

APPROVED AS TO SURVEY  
3/16/93  
for Chief Surveyor  
15/6/93

APPROVED AS TO SURVEY  
3/16/93  
for Chief Surveyor  
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APPROVED AS TO SURVEY  
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APPROVED AS TO SURVEY  
3/16/93  
for Chief Surveyor  
15/6/93

APPROVED AS TO SURVEY  
3/16/93  
for Chief Surveyor  
15/6/93

APPROVED AS TO SURVEY	3/16/93	APPROVED AS TO THE ADDITION OF EASEMENT H.	15/6/93
APPROVED AS TO SURVEY	3/16/93	APPROVED AS TO SURVEY	3/16/93
APPROVED AS TO SURVEY	3/16/93	APPROVED AS TO SURVEY	3/16/93
APPROVED AS TO SURVEY	3/16/93	APPROVED AS TO SURVEY	3/16/93
APPROVED AS TO SURVEY	3/16/93	APPROVED AS TO SURVEY	3/16/93

APPROVED AS TO SURVEY  
3/16/93  
for Chief Surveyor  
15/6/93

APPROVED AS TO SURVEY  
3/16/93  
for Chief Surveyor  
15/6/93

APPROVED AS TO SURVEY  
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for Chief Surveyor  
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APPROVED AS TO SURVEY  
3/16/93  
for Chief Surveyor  
15/6/93

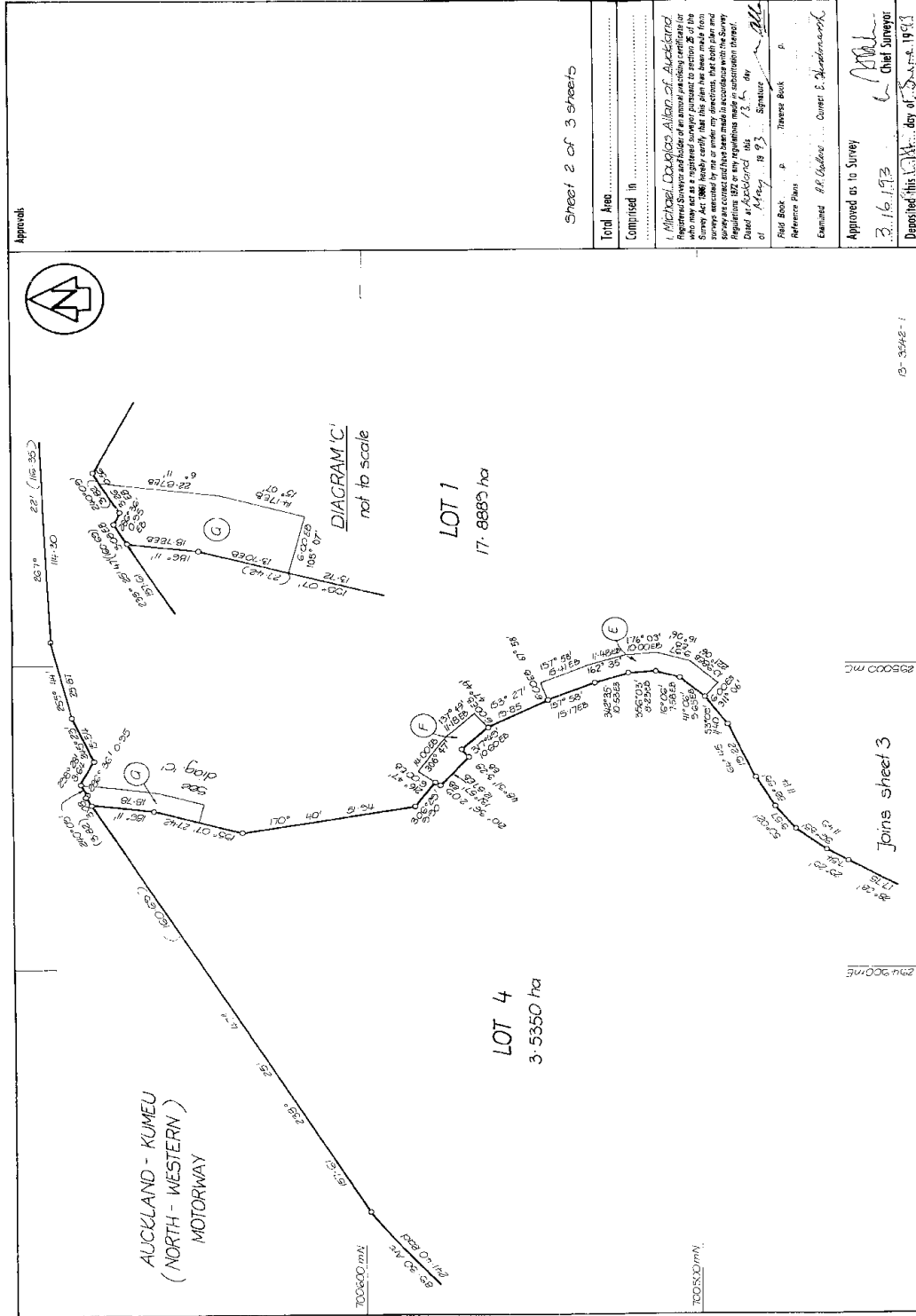
APPROVED AS TO SURVEY  
3/16/93  
for Chief Surveyor  
15/6/93

APPROVED AS TO SURVEY  
3/16/93  
for Chief Surveyor  
15/6/93

APPROVED AS TO SURVEY  
3/16/93  
for Chief Surveyor  
15/6/93

APPROVED AS TO SURVEY  
3/16/93  
for Chief Surveyor  
15/6/93

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



APPROACH

Sheet 2 of 3 sheets

Total Area

Comprised in

1. Michael Douglas Allan of Auckland Registered Surveyor and holder of an annual practising certificate for who may act as a registered surveyor pursuant to section 2 of the Survey Act 1986 hereby certifies that this plan has been made from a survey conducted in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof. Dated at Auckland this 16th day of August 1993. Signature of Allan

Field Book Reference Plans

Examined R.P. O'Connell Chief Surveyor

Approved as to Survey 3.16.1993 Chief Surveyor

Deposited this 13th day of August 1993

13-3542-1

TERITORIAL AUTHORITY AUCKLAND CITY

Surveyed by HARRISON GIBSON CONSULTANTS LTD

PLAN OF LOTS 1-5 BEING A SUBDIVISION OF LOT 2 DP 144-585

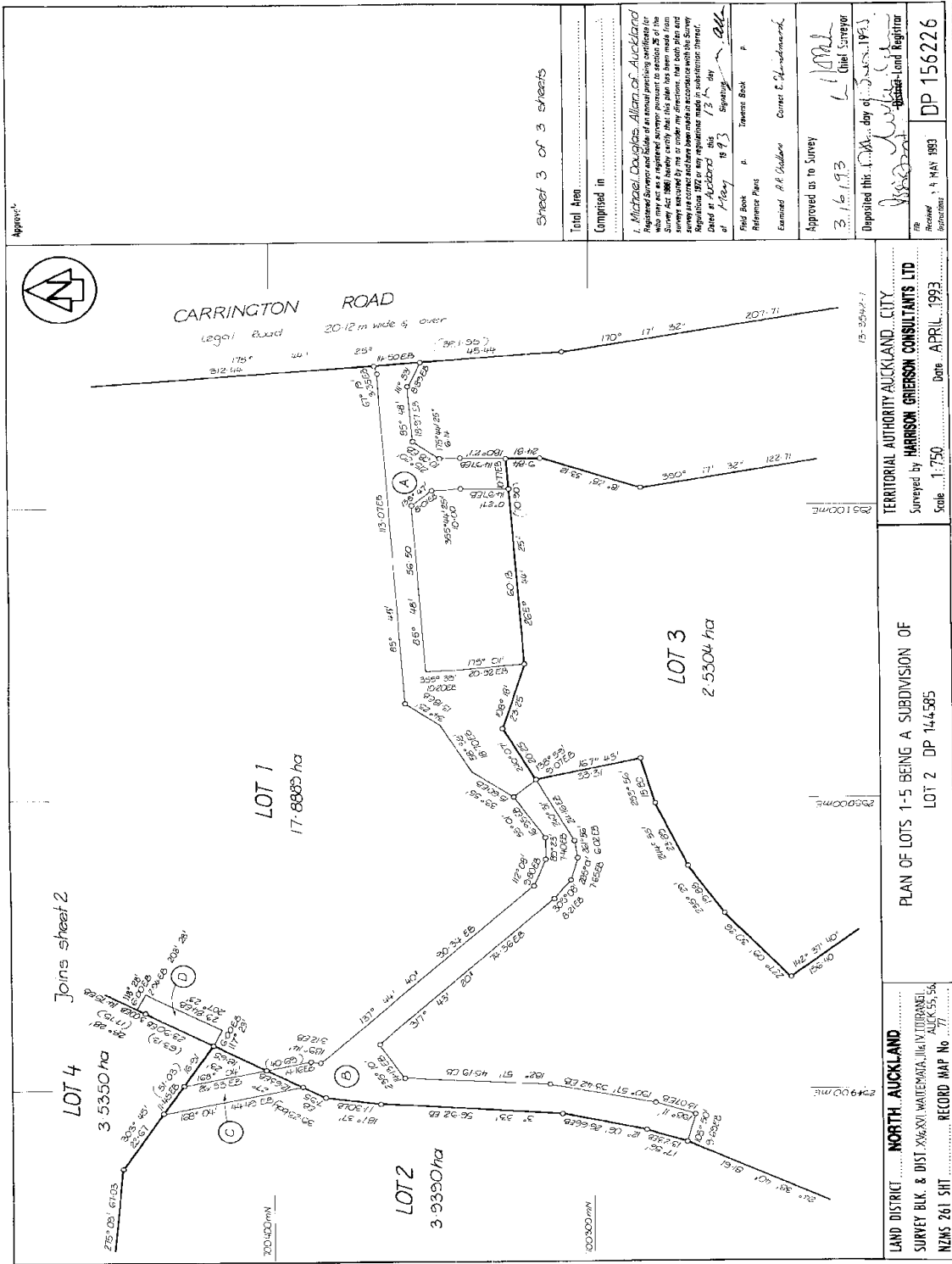
Scale 1:750 Date APRIL 1993

LAND DISTRICT NORTH AUCKLAND

SURVEY BLK. & DIST. XI & XII, MATIERATA, 14KM TIRANGI, JULY 55, 56

NZMS 261 SH. RECORD MAP No. 7.

DP 156226



Approved: Sheet 3 of 3 sheets

Total Area

Comprised in

Michael Douglas Allan of Auckland Registered Surveyor and holder of an annual practicing certificate who may act as a registered surveyor pursuant to section 26 of the Survey Act 1980 hereby certifies that this plan has been made from a survey conducted in accordance with the provisions of the Survey Act 1980 and that the measurements and bearings shown on this plan have been made in accordance with the Survey Regulations 1977 or any regulations made in substitution thereof. Dated at Auckland this 13<sup>th</sup> day of May 1993. Signatures: *[Signature]*

Field Book Reference Point

Examined P.E. O'Connell Corner E. of Landmark

Approved as to Survey 3.6.93 Chief Surveyor

Deposited this 14<sup>th</sup> day of June 1993

Registered: 14 MAY 1993 DP 156226

Scale: 1:750 Date: APRIL 1993

LAND DISTRICT NORTH AUCKLAND SURVEY BLK. & DIST. XI&XII, WAITEMATA, JULY VICTORIAN AUCKLAND 56 NZMS 261 SHT RECORD MAP No. 77

TERRITORIAL AUTHORITY AUCKLAND CITY Surveyed by HARRISON GRIERSON CONSULTANTS LTD Scale: 1:750 Date: APRIL 1993

W.L. HERRINGTON, SURVEYOR GENERAL, TERRITORIAL AUTHORITY OF AUCKLAND, AUCKLAND





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FREEHOLD**

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Transfer Act 2017**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **868263**  
**Land Registration District** **North Auckland**  
**Date Issued** 11 November 2019

**Prior References**

799991

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**Estate** Fee Simple  
**Area** 1.2053 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 531496

**Registered Owners**

Waitemata District Health Board

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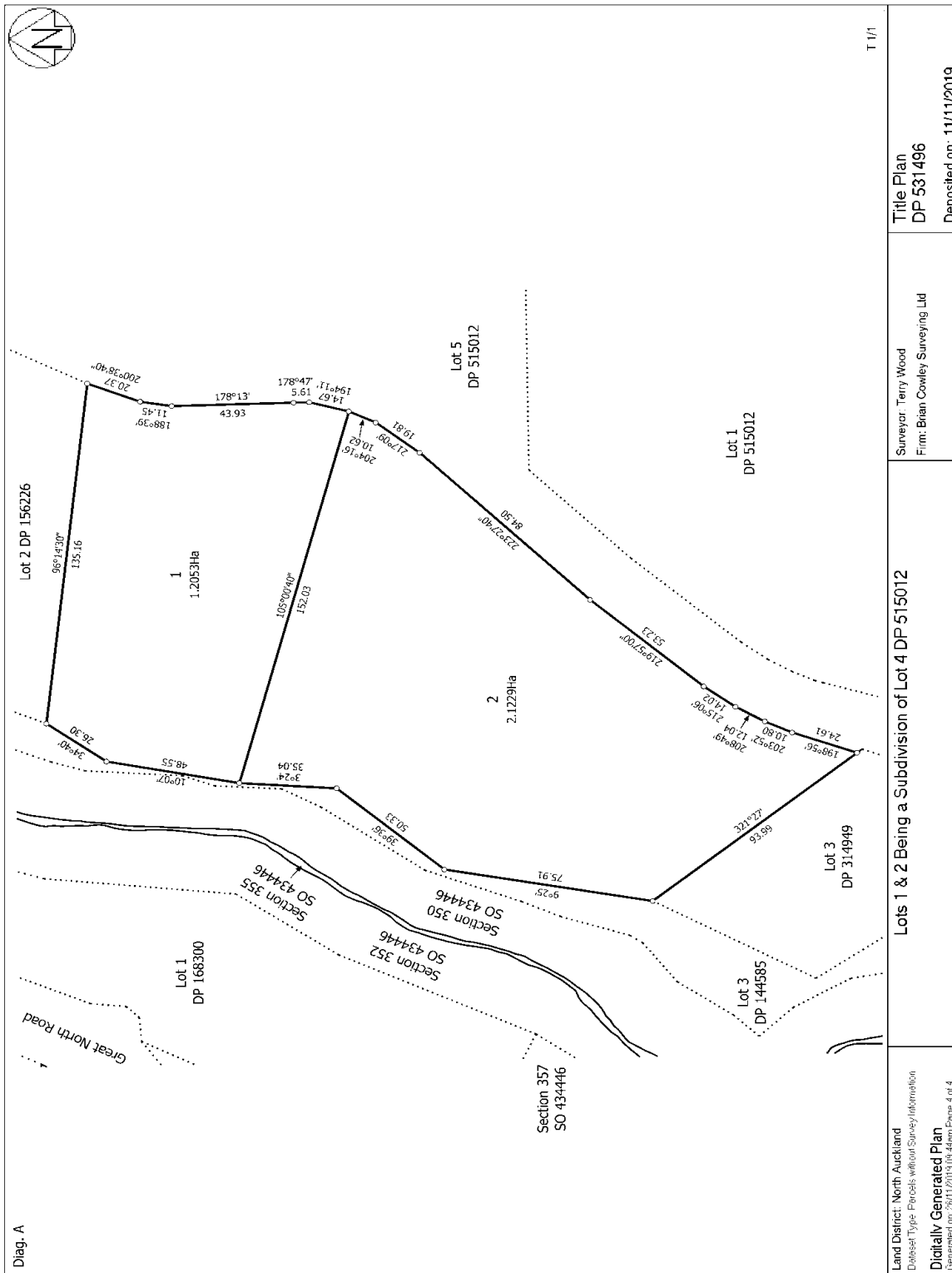
**Interests**

C491423.1 Subject to conditions pursuant to Section 461(1) Local Government Act 1974 and certifying that a private drain passes through and serves the within land - 22.6.1993 at 2.08 pm  
Appurtenant hereto is an electricity right created by Transfer D036499.13 - 22.8.1996 at 10.40 am  
Appurtenant hereto is a electricity and gas right created by Transfer D036499.16 - 22.8.1996 at 10.40 am  
Appurtenant hereto is a electricity and water supply right created by Transfer D036499.17 - 22.8.1996 at 10.40 am  
D642838.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 24.9.2001 at 2.30 pm  
5590341.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.5.2003 at 9:00 am  
5590341.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.5.2003 at 9:00 am  
Appurtenant hereto is a right of way and electricity, telecommunications and water supply easements created by Easement Instrument 5590341.13 - 19.5.2003 at 9:00 am  
The easements created by Easement Instrument 5590341.13 are subject to Section 243 (a) Resource Management Act 1991  
Appurtenant hereto is a water supply easement created by Easement Instrument 5590341.15 - 19.5.2003 at 9:00 am  
The easement created by Easement Instrument 5590341.15 is subject to Section 243 (a) Resource Management Act 1991  
9666057.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 11.3.2014 at 9:12 am  
9918192.1 Certificate under section 148 of the Nga Mana Whenua o Tamaki Makaurau Collective Redress Act 2014 that the within land is RFR land as defined in section 118 and is subject to Subpart 1 of Part 4 of the Act (which restricts disposal, including leasing of the land) - 5.12.2014 at 7:00 am  
9966432.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 10.2.2015 at 2:17 pm  
11076921.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 9.4.2018 at 2:00 pm  
Appurtenant hereto is a right of way and a right to convey electricity, water supply and telecommunications and right to drain stormwater and wastewater created by Easement Instrument 11076921.5 - 9.4.2018 at 2:00 pm  
The easements created by Easement Instrument 11076921.5 are subject to Section 243 (a) Resource Management

**Identifier**  
Act 1991

**868263**





<p>Land District: North Auckland                  Dataset Type: Parcels without Survey Information                  Digitally Generated Plan                  Generated on: 20/11/2019 09:44am Page 4 of 4</p>	<p>Surveyor: Terry Wood                  Firm: Brian Cowley Surveying Ltd</p>	<p>Title Plan                  DP 531496                  Deposited on: 11/11/2019</p>
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# View Instrument Details



**Instrument No** 10916326.1  
**Status** Registered  
**Date & Time Lodged** 27 September 2017 14:15  
**Lodged By** Carey, Richard Anthony  
**Instrument Type** Building Act 2004 - Notification of Condition - s73(1)( c ) & 73(3)



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**Affected Computer Registers**    **Land District**  
NA93B/540                              North Auckland

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**Annexure Schedule:** Contains 1 Page.

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## Signature

Signed by Emaleigh Walker as Territorial Authority Representative on 27/09/2017 02:09 PM

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

Notification to the Registrar-General of Land to  
impose condition under section 73



Section 73(1)(c) and 73(3) of the Building Act 2004

Land Registration District(s): North Auckland

C73

Computer register(s) of land on which building work is to be carried out

Unique identifier	All / Part	Legal description
NA93B/540	All	Lot 2 Deposited Plan 156226

Natural hazard(s) affecting the land

Type of hazard:	Description of hazard
Inundation	Including flooding, overland flow, storm surge, tidal effects and ponding

Auckland Council Building Consent Authority, hereby notifies you that:

1. A building consent has been granted, affecting the land comprised in the above numbered computer register(s); and
2. The particulars of the natural hazard(s) on the land are set out above.

Dated this

26<sup>th</sup> day of September

2017

Signature:

Name:

Brendon Leckey

Navin Jayasinghe

Designation / role:

Manager Durability and Reclads

Team Leader Building Control

Duly authorised to execute this form for and on behalf of the Auckland Council Building Consent Authority

# View Instrument Details



**Instrument No** 11076921.4  
**Status** Registered  
**Date & Time Lodged** 09 April 2018 14:00  
**Lodged By** Jones, Vanessa-Lee Jennifer  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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Affected Computer Registers	Land District
799988	North Auckland
799989	North Auckland
799990	North Auckland
799991	North Auckland
799992	North Auckland
799993	North Auckland

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**Annexure Schedule:** Contains 3 Pages.

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## Signature

Signed by Vanessa-Lee Jennifer Jones as Territorial Authority Representative on 09/04/2018 01:59 PM

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

Private Bag 92300, Auckland 1142  
Ph 09 301 0101 [www.aucklandcouncil.govt.nz](http://www.aucklandcouncil.govt.nz)



Our Ref: CCT90066810  
139 Carrington Road Mount Albert

## CONSENT NOTICE

In the matter of a Consent Notice issued pursuant to Section 221 of the Resource Management Act 1991 in respect of a condition of subdivision consent for **DP 515012** being a subdivision of Lot 1 DP 152034, Lot 2 DP 211427, Lots 4 and 5 DP 314949, Section 2 Survey Office Plan 493517 and Part Allotment 33 Parish of Titirangi.

I, Sheik Hamid, Senior Subdivision Advisor of the Auckland Council, hereby certify that the following condition, to be complied with on a continuing basis, was imposed when subdivision consent was granted by the Senior Project Manager, Resource Consents Project Management on 15<sup>th</sup> September 2017 under delegated authority from the Auckland Council.

### **LOTS 1, 2, 3, 4, 5 & 6**

a. Prior to any further subdivision (except for minor boundary adjustments and the subdivision to create vested roads) of this Lot, any subdivision or development resulting in connections to the southern roads at the boundary of the Wairaka Precinct (as defined in the Auckland Unitary Plan) or any future land use activities that require resource consent, an integrated transport assessment (ITA) (or any subsequently approved amendments to the ITA) for the Wairaka Precinct must be approved and any future subdivision and development on this Lot must be in general accordance with this ITA (or any subsequently approved amendments to the ITA). This ITA should be a precinct wide ITA and therefore should include the consideration of all lots within the Wairaka Precinct, not just the lot to which this consent notice relates.

Consideration to the removal of this consent notice will be given when the outcomes associated with the ITA have been achieved to Council's satisfaction.

- b. A fire flow requirements assessment shall be provided to the satisfaction of Council before any additional land use activities that require resource consent occur on this Lot. This assessment will need to be based on the various demand scenarios and likely Hydraulic Grade Lines once demands at their connection points have been confirmed. Some local network upgrades may be required depending on the distribution of demands at the connection points.
- c. Prior to the creation of additional impervious surfaces associated with land uses requiring resource consent on this Lot, a comprehensive Stormwater Management Plan (SMP) that covers the Wairaka Precinct area shall be undertaken and any future development shall be carried out in general accordance with this SMP (or any subsequent revisions). This SMP will address the proposed development of the Lot, the vesting of the stormwater infrastructure and the private stormwater pond in the

Private Bag 92300, Auckland 1142  
Ph 09 301 0101 [www.aucklandcouncil.govt.nz](http://www.aucklandcouncil.govt.nz)



Precinct. This SMP shall include the consideration of all Lots within the Wairaka Precinct, not just the Lot to which this consent notice relates.

**LOTS 1, 2 & 5**

- a. Services to this Lot may not be sized to accommodate future development. Any future development of this Lot will require a further assessment of existing services and may require an upgrade of existing or the creation of new services to service the Lot if the further assessment determines an upgrade is necessary. Any services to be vested to Council as part of future development will need to meet the Council's Code of Practice.
- b. Individual private connections for wastewater and water must be provided within the Lot at the time of future development. This shall be done to the satisfaction of the Council. Prior to the approval of any further development of the Lot, the land owner will either need to demonstrate to Council's satisfaction that public reticulation with sufficient capacity necessary to service the proposed development for wastewater and water is available, or submit a proposal to provide upgrades to the public reticulation in order to achieve the necessary services at the land owner's cost. Appropriate regulatory approvals from the Council will need to be obtained

**LOTS 3, 4 & 6**

- a. Wastewater, water and stormwater services on or to this Lot may not be sized to accommodate future development. Any future development on this Lot will require a further assessment of existing services and may require an upgrade of existing or the creation of new services to service the Lot if the further assessment determines an upgrade is necessary. Any services to be vested to Council as part of future development will need to meet the Council's Code of Practice. Further development of this site may necessitate the need for new public services and easements have been provided for these to be located as follows if required:
  - I. Part Area U DP 314949 for Lot 6 over Lot 5
  - II. New Area A and areas U, T, R and Q DP314949 for Lot 4 over Lot 5
  - III. Areas U, T, R, Q, P, M, O and W DP 314949 for Lot 3 over Lot 5
- b. Individual private connections for wastewater and water must be provided within the Lot at the time of future development. This shall be done to the satisfaction of the Council. Prior to the approval of any further development of the Lot, the land owner will either need to demonstrate to Council's satisfaction that public reticulation with sufficient capacity necessary to service the proposed development for wastewater and water is available, or submit a proposal to provide upgrades to the public reticulation in order to achieve the necessary services at the land owner's cost. Appropriate regulatory approvals from the Council will need to be obtained.

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Ph 09 301 3101 [www.aucklandcouncil.govt.nz](http://www.aucklandcouncil.govt.nz)



**LOTS 1, 2, 3, 4, 5 & 6**

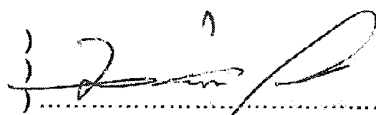
- a. Prior to undertaking any earthworks, construction of retaining walls or foundations or any drainage works, a site specific geotechnical assessment and (if required as a result of the assessment) design must be undertaken by a chartered professional geotechnical engineer (unless one has been completed previously)

**LOTS 1, 2, 3, 4 & 5**

- a. Prior to undertaking any new building or alterations or extensions to buildings or retaining wall works, a detailed flood assessment of the Lot shall be completed (unless one has been completed previously). If the proposed new, altered or extended building or retaining wall is identified as being in a flood plain or overland flow path area, the Council will require a detailed design demonstrating the building or retaining wall meets the required regulatory standards, to be completed by a chartered professional engineer.

Dated this 22<sup>nd</sup> Day of March 2018

Signed by SHEIK HAMID  
Senior Subdivision Advisor  
on behalf of, and by the authority of the  
AUCKLAND COUNCIL.

  
.....  
) Principal Administrative Officer.

# View Instrument Details



**Instrument No** 11076921.5  
**Status** Registered  
**Date & Time Lodged** 09 April 2018 14:00  
**Lodged By** Jones, Vanessa-Lee Jennifer  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
799990	North Auckland
799991	North Auckland
799992	North Auckland
799993	North Auckland

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**Annexure Schedule:** Contains 18 Pages.

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## Grantor Certifications

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

## Signature

Signed by Vanessa-Lee Jennifer Jones as Grantor Representative on 22/03/2018 03:25 PM

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## Grantee Certifications

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

## Signature

Signed by Vanessa-Lee Jennifer Jones as Grantee Representative on 22/03/2018 03:25 PM

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



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

**Grantor**

UNITEC INSTITUTE OF TECHNOLOGY

**Grantee**

UNITEC INSTITUTE OF TECHNOLOGY

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

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

**Schedule A**

*Continue in additional Annexure Schedule, if required*

<b>Purpose (Nature and extent) of easement; <i>profit</i> or covenant</b>	<b>Shown (plan reference)</b>	<b>Servient Tenement (Computer Register)</b>	<b>Dominant Tenement (Computer Register) or in gross</b>
Right of way, right to convey electricity, right to convey telecommunications, right to convey water supply, right to drain stormwater, right to drain wastewater	UA on Deposited Plan 515012	799992 (Lot 5 Deposited Plan 515012)	799993 (Lot 6 Deposited Plan 515012)
	ZA, UA, UB, T, R and Q on Deposited Plan 515012	799992 (Lot 5 Deposited Plan 515012)	799991 (Lot 4 Deposited Plan 515012)
	UA, UB, T, R, Q, P, M, OB and WB on Deposited Plan 515012	799992 (Lot 5 Deposited Plan 515012)	799990 (Lot 3 Deposited Plan 515012)

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

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

The rights and powers implied in specified classes of easements by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007 are hereby varied by the provisions set out in Annexure Schedule 1.

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

**BACKGROUND**

A. The Grantor, as registered proprietor of the land contained in computer freehold registers 58982, 58983, 783985, NA90C/389, NA88C/325 and NA88C/318 has subdivided that land in the manner shown and defined on Deposited Plan 515012.

B. It is the Grantor's intention to create, for the benefit of the Dominant Tenements, the easements set out in Schedule A over the Servient Tenement on the terms set out in this Annexure Schedule 1.

**COVENANTS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 **Defined Terms:** In this Instrument unless the context requires otherwise:

"**Authority**" means any minister, department of state, government authority, regional council, territorial authority or other statutory authority having jurisdiction or authority to perform or exercise functions or powers under or pursuant to any statute.

"**Building Code**" means the building code as prescribed pursuant to Part V of the Building Act 2004.

"**Contributing Owner**" has the meaning set out in clause 5.1.

"**Default Interest Rate**" means the rate equal to the then current Bill Rate plus 5% per annum, where "Bill Rate" means the mid or "FRA" rate for 90 day bank accepted bills (expressed as a percentage) as quoted on Reuters page BKBM (or any successor page) at or about 10.45 am on the first Working Day of the period in respect of which that rate of interest is to be calculated, and thereafter at intervals of 90 days from that Working Day.

"**Default Notice**" means a notice issued in the circumstances referred to in clause 6.8:

- (a) specifying reasonable details of the relevant default and remedial action required to remedy that default; and
- (b) notifying the covenantor that the covenantee will undertake the relevant remedial action if the covenantor fails to do so within such period as is reasonable in the circumstances having regard to the nature and effects (including potential effects) of the relevant default.

"**Dispute Notice**" means a notice in writing issued by a person wishing to resolve a dispute or difference concerning rights or obligations under this Instrument or to have any matter or issue concerning rights or obligations under this Instrument determined, resolved or remedied and:

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- (a) specifying reasonable details of the nature of the dispute, difference or issue to be resolved;
  - (b) designating the person with authority to negotiate and settle the matters specified in the notice given by or on behalf of the issuer of the notice; and
  - (c) requiring the recipient of the notice to review the relevant matters specified in the issuer's notice in accordance with the dispute resolution procedures specified in clause 8 with a view to resolving the relevant difference or dispute and for that purpose to appoint a representative with authority to negotiate a resolution of that dispute or difference.
- "Dominant Tenement"** in relation to any Easement means the land described as such in Schedule A and being the land for which the relevant easement is appurtenant.
- "Easement"** means an easement recorded by this Instrument.
- "Easement Areas"** means those parts of the Precinct described in Schedule A as being subject to an Easement (being the Right of Way Areas, Electricity Areas, Telecommunications Areas, Water Supply Areas, Stormwater Areas and Wastewater Areas), and **"Easement Area"** means any such part.
- "Electricity Area"** means that part or parts of the Precinct described in Schedule A as being subject to a right to convey electricity.
- "Electricity Easement"** means the rights recorded by this Instrument in relation to each Electricity Area.
- "Facilities"** means together the Easement Area(s) and the improvements on or in each such area, from time to time, to the extent such improvements are installed for use in connection with the applicable Easement(s) granted over those areas or uses ancillary thereto.
- "Force Majeure"** means:
- (a) any act of God, fire, earthquake, storm or flood;
  - (b) any strike, lockout, work stoppage or other labour hindrance, but does not include any site specific industrial action by employees or others directly under the control or direction of the party claiming the benefit of Force Majeure;
  - (c) any explosion, nuclear accident or collision;
  - (d) any sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (whether in fact or law) or act of war (whether declared or not);

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- (e) any requirement or restriction of, or failure to act by, any government, semi-governmental or judicial entity;
- (f) any unavoidable accident;
- (g) any other cause beyond the reasonable control of the party claiming the benefit of the provisions of clause 7.1;

but does not include:

- (i) inability to obtain or delay in obtaining adequate labour, contractors, equipment, materials, transport or supplies; or
- (ii) any event which the party affected could have prevented or overcome by exercising a standard of reasonable care.

**"Grantee"** in relation to each Easement means the relevant Owner for the time being of the Dominant Tenement to which the relevant Easement is appurtenant.

**"Grantee and other authorised persons"** in relation to each Easement means the Grantee and the agents, employees, contractors, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant Easement and, where the context so admits, means any of such persons.

**"Grantor"** in relation to each Easement means the relevant Proprietor for the time being of the Servient Tenement which is subject to the relevant Easement.

**"Grantor and other authorised persons"** in relation to each Easement means the Grantor and the agents, employees, contractors, tenants, licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the relevant Easement and, where the context so admits, means any of such persons.

**"Incomplete Facilities"** means such of the Facilities which have not been constructed and/or installed, or which require upgrading to achieve the specifications and standards referred to in clause 4.1.

**"Installation Costs"** means all costs properly and reasonably incurred by an Owner in respect of the design, construction, installation or upgrade of the Incomplete Facilities in accordance with the specifications and standards referred to in clause 4.1.

**"Instrument"** means this Instrument and the schedules and annexures attached.

**"Laws"** means all applicable laws, including common or customary law, any constitution, decree, judgement, legislation, order, ordinance, regulation, statute, treaty, by-law, code or other legislative measure.

**"Lot"** means any one or more of Lots 3 to 6 (inclusive) on Deposited Plan 515012 and any allotments into which those Lots are subdivided.

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"**Occupant**" means a person having the right to occupy all or any part of a Lot who has derived their occupational interest directly from an Owner together with their agents, employees, contractors, tenants and invitees.

"**Other Easement**" means any easement other than the Easements set out in this Instrument in respect of access, electricity supply, telecommunications supply, water supply, stormwater drainage or wastewater drainage, which benefits one or more of the Dominant Tenements.

"**Owner**" means a registered proprietor from time to time of the fee simple interest in a Lot.

"**Maintenance Costs**" means all costs properly and reasonably incurred by an Owner as covenantor in the performance of its obligations under this Instrument in respect of the maintenance, repair and replacement of Facilities and the provision of consumables for the operation of the Facilities (where applicable), but excluding any costs incurred pursuant to clause 6.6. Maintenance Costs shall include a fair and reasonable proportion of any such qualifying costs which are not separately assessed for a Facility (for example, the provision of power for the operation of the Facility).

"**Plan**" means Deposited Plan 515012 and any deposited plan replacing or modifying it.

"**Precinct**" means the Lots and improvements thereon together with any additions, alterations or redevelopment carried out to the same.

"**Recovering Owner**" has the meaning set out in clause 5.1.

"**Regional and District Plans**" shall have ascribed the definitions set out in section 2 of the Resource Management Act 1991 as if such term referred to "Regional Plan" and "District Plan".

"**Related Company**" means any related company as defined in s2(3) Companies Act 1993 (read as if the expression 'company' in that subsection included any body corporate of any jurisdiction).

"**Requirements**" means any requirements, notices, orders or directions received from or given by any Authority.

"**Right of Way Area**" means that part or parts of the Precinct described in Schedule A as being subject to a right of way easement.

"**Right of Way Easement**" means the rights recorded by this Instrument in relation to each Right of Way Area.

"**Servient Tenement**" in relation to any Easement means the land described as such in Schedule A and being the land which is subject to the relevant Easement.

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"**Stormwater Area**" means that part or parts of the Precinct described in Schedule A as being subject to a right to drain stormwater.

"**Stormwater Easement**" means the rights recorded by this Instrument in relation to each Stormwater Area.

"**Telecommunications Area**" means that part or parts of the Precinct described in Schedule A as being subject to a right to convey telecommunications.

"**Telecommunications Easement**" means the rights recorded by this Instrument in relation to each Telecommunications Area.

"**Wastewater Area**" means that part or parts of the Precinct described in Schedule A as being subject to a right to drain wastewater.

"**Wastewater Easement**" means the rights recorded by this Instrument in relation to each Wastewater Area.

"**Water Supply Area**" means that part or parts of the Precinct described in Schedule A as being subject to a right to convey water.

"**Water Supply Easement**" means the rights recorded by this Instrument in relation to each Water Supply Area.

1.2 **Interpretation:** In this Instrument, unless the context requires otherwise:

- (a) **Clauses and Schedules:** a reference to a clause or a schedule is to a clause or schedule of this Instrument, and a reference in a schedule to a clause is a reference to a clause in that schedule;
- (b) **Covenantor and Covenantee:** references to covenantor refer to the person or persons who is or are obliged to perform a positive covenant or to comply with a restrictive covenant or other obligation specified in this Instrument, and covenantee refers to the person or persons benefiting or intended to benefit from such positive covenant, restrictive covenant or other obligation;
- (c) **Currency:** a reference to any monetary amount is to New Zealand currency;
- (d) **Defined Terms:** words or phrases appearing in this Instrument with capitalised initial letters are defined terms and have the meanings given to them in this Instrument;
- (e) **Documents:** a reference to any document, including this Instrument, includes a reference to that document as amended or replaced from time to time;

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- (f) **Headings:** headings appear as a matter of convenience and do not affect the construction of this Instrument;
- (g) **Negative Obligations:** a reference to a prohibition against doing any thing includes a reference to not permitting, suffering or causing that thing to be done;
- (h) **No Contra Proferentem Construction:** the rule of construction known as the contra proferentem rule does not apply to this Instrument;
- (i) **Parties:** a reference to a party to this Instrument or in any other document includes that party's personal representatives/successors and assigns and where the context permits any person under that party's control or direction;
- (j) **Person:** a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- (k) **Related Terms:** where a word or expression is defined in this Instrument, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- (l) **Schedules:** the schedules form part of this Instrument;
- (m) **Singular, Plural and Gender:** the singular includes the plural and vice versa, and words importing one gender include the other genders;
- (n) **Statutes and Regulations:** a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;
- (o) **Time:** a reference to time is to New Zealand time;
- (p) **Working Days:** anything required by this Instrument to be done on a day which is not a Working Day may be done effectually on the next Working Day; and
- (q) **Writing:** a reference to "written" or "in writing" includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.

**2. GENERAL PROVISIONS**

- 2.1 **Application:** Unless otherwise specified in this Instrument, the provisions of this clause 2 and clauses 4 - 8 (inclusive) apply to all easement rights and to all covenants and the performance of all obligations specified in or arising under this Instrument.

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- 2.2 **Instrument an instrument:** This Instrument is intended to:
- (a) be and have effect as an instrument attaching to and running with the land defined by the Plan for the purposes of the Land Transfer Act 1952 and the Property Law Act 2007 (relating, in particular, to easements and covenants);
  - (b) take effect from the date the Easements specified in this Instrument are deemed to be created in accordance with section 90A(5) of the Land Transfer Act 1952; and
  - (c) be binding on every person who is for the time being bound by the provisions of this Instrument in accordance with the Land Transfer Act 1952 or the Property Law Act 2007 (as applicable in the circumstances) including the persons who are for the time being the Owner and the Occupants.
- 2.3 **Breach of Easements:** No power is implied in this Instrument to determine any Easement for breach of any provision in this Instrument, it being the intention that each easement right shall subsist unless it is surrendered, but without derogating from any other right or remedy available in the event of any such breach.
- 2.4 **Terms implied by statute:** The provisions of this Instrument, including rights, powers, terms, conditions, covenants and restrictions specified in this Instrument are in addition to those implied by statute including those implied by the Land Transfer Act 1952, the Land Transfer Regulations 2002 and the Property Law Act 2007. Where the terms of this Instrument conflict with any of those implied terms, the terms of this Instrument shall prevail.
- 2.5 **Powers incidental to rights and obligations:** Unless otherwise specified, the easement rights and the obligations to undertake performance of positive covenants and other obligations specified in this Instrument include all rights and powers reasonably required in the circumstances for the reasonable and proper exercise of the relevant easement rights and performance of the relevant positive covenants and other obligations.
- 2.6 **No breach of Laws or Requirements:** Notwithstanding any other provision of this Instrument, no Grantor or Grantee shall be required or obliged to do anything which may be a breach of any statute, regulation or requirement of any Authority.
- 2.7 **Covenants to do or not to do:** A covenant specified in this Instrument whereby:
- (a) a covenantor undertakes to do something includes obligations to ensure that the relevant obligation is properly performed by suitably qualified, competent and responsible persons with the requisite skills, qualifications and experience necessary and appropriate in the circumstances, and not to suffer, permit or cause a breach of that obligation to occur; and
  - (b) a covenantor undertakes not to do something includes obligations not to authorise, permit or suffer a breach of that obligation, and to take all



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reasonable steps to prevent, restrain and, if necessary, to remedy the consequences of a breach of that obligation.

3. EASEMENTS

3.1 Right of Way Easement: For each Right of Way Easement, the Grantee and other authorised persons shall, subject to any specific limitation set out in this Instrument, have the right (in common with the Grantor and other authorised persons) at all times and for all purposes connected with the use and enjoyment of the Dominant Tenement, to pass and repass over and along the Facility within the applicable Right of Way Area with or without motor and other vehicles.

3.2 Electricity Easement: For each Electricity Easement, the Grantee and other authorised persons shall, subject to any specific limitation set out in this Instrument, have the right (in common with the Grantor and other authorised persons) at all times and for all purposes connected with the use and enjoyment of the Dominant Tenement, to lead and convey electricity and electrical impulses without interruption or impediment from the point of entry through the applicable Facility within the Electricity Area.

3.3 Telecommunications Easement: For each Telecommunications Easement, the Grantee and other authorised persons shall, subject to any specific limitation set out in this Instrument, have the right (in common with the Grantor and other authorised persons) at all times and for all purposes connected with the use and enjoyment of the Dominant Tenement, to lead and convey telecommunications and computer media without interruption or impediment from the point of entry through the applicable Facility within the Telecommunications Area.

3.4 Water Supply Easement: For each Water Supply Easement, the Grantee and other authorised persons shall, subject to any specific limitation set out in this Instrument, have the right (in common with the Grantor and other authorised persons) at all times and for all purposes connected with the use and enjoyment of the Dominant Tenement, to take and convey water in free and unimpeded flow from the source of supply or point of entry through the applicable Facility within the Water Supply Area.

3.5 Stormwater Easement: For each Stormwater Easement, the Grantee and other authorised persons shall, subject to any specific limitation set out in this Instrument, have the right (in common with the Grantor and other authorised persons) at all times and for all purposes connected with the use and enjoyment of the Dominant Tenement, to convey water (whether sourced from rain, springs, soakage or seepage) in any quantity from the Dominant Tenement through the applicable Facility within the Stormwater Area.

3.6 Wastewater Easement: For each Wastewater Easement, the Grantee and other authorised persons shall, subject to any specific limitation set out in this Instrument, have the right (in common with the Grantor and other authorised persons) at all times and for all purposes connected with the use and enjoyment of the Dominant

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Tenement, to drain, discharge and convey wastewater (whether sewage or other waste material and waste fluids) from the Dominant Tenement through the applicable Facility within the Stormwater Area.

#### **4. INSTALLATION, VESTING AND MAINTENANCE**

4.1 **Installation:** The Grantor and Grantees acknowledge and agree that:

- (a) as at the date of registration of this Instrument, the Facilities are Incomplete Facilities;
- (b) except in the case of those parts of the Right of Way Areas which include existing Facilities, until such time as the Incomplete Facilities are constructed or installed (as applicable) and the Grantor has given the Grantee notice of the completion of the applicable Incomplete Facilities, the Grantee shall not be entitled to exercise the rights granted pursuant to this Instrument in respect of the Easements;
- (c) any construction, installation or upgrade of the Incomplete Facilities (whether carried out by the Grantor or Grantee) shall be carried out in accordance with the specifications and standards required by the applicable Authority for the vesting of the applicable Facility in that Authority, such that, for example, the Facility for the Right of Way Easement shall be capable of being vested as a public road with Auckland Council and the Facility for the Electricity Easement shall be capable of being vested with Vector Limited as part of its lines network, and with sufficient capacity to allow for the intended development of the Lots (as advised by the then current Grantor and Grantees). In the event a Grantee proposes to carry out any construction, installation or upgrade of the Incomplete Facilities, the Grantee must, prior to commencing any work on the Servient Tenement, evidence to the satisfaction of the Grantor that on completion of the applicable works such specifications and standards will be met, the applicable Authority will accept the applicable Facility for vesting and the Facility will be of a suitable capacity;
- (d) except in the case of the Facility for the Right of Way Easement or where otherwise impractical to do so, all of the Incomplete Facilities shall be installed underground;
- (e) the Grantor may, at its discretion, restrict or prevent the use of the Easement Areas during any period in which the Incomplete Facilities are being constructed, installed or upgraded; and
- (f) the Grantees shall not be entitled to bring any claim for loss or other compensation as a result of being unable to exercise the rights granted pursuant to this Instrument in respect of the Easements where the use of the same is restricted or prohibited pursuant to this clause 4.1.

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- 4.2 **Vesting:** The Grantees acknowledge it is the Grantor's intention to vest the Easement Areas in Auckland Council as public road (and accordingly to vest the Facilities in respect of the Electricity Easement, Telecommunications Easement, Water Supply Easement, Stormwater Easement and Wastewater Easement in the applicable Authority for those Facilities) and agree, promptly following receipt of a request to do so by the Grantor, to:
- (a) surrender the Easements to the extent required in order to facilitate or enable such vesting;
  - (b) provide written consent to such vesting; and
  - (c) sign all documentation required to surrender the Easements, vest the Easement Areas and Facilities in the applicable Authorities, procure the consent of any mortgagee or encumbrance of the Dominant Tenement to such surrender and/or vesting, and otherwise do all other things within the Grantees' control to effect the vestings referred to in this clause.
- The Grantor may make one or more requests under this clause to facilitate the vesting of the Easement Areas and Facilities in one or more stages, as the Grantor considers appropriate.
- 4.3 **Surrenders:** To the extent that any Dominant Tenement has the benefit of any Other Easements and following the construction, installation or upgrade of any of the Incomplete Facilities pursuant to clause 4.1 or the vesting of the Easement Area pursuant to clause 4.2 the applicable Dominant Tenement is serviced to its legal boundary in respect of that service or utility such that the Other Easement is no longer required, then the applicable Grantee shall, upon request by the Grantor or the grantor of such Other Easement, sign all documentation, obtain the consent of any mortgagee or encumbrance of the Dominant Tenement and otherwise do all other things within the Grantee's control as may be required to surrender such Other Easement. The covenants of the Grantee in this clause are given for the benefit of, and are enforceable in terms of Part 2, Subpart 1 of the Contract and Commercial Law Act 2017 by, the registered proprietors from time to time of the land which is subject to the Other Easements. This Instrument may be varied by the parties to it without the approval of the registered proprietors from time to time of the land which is subject to the Other Easements.
- 4.4 **Other new easements:** The Grantees acknowledge and agree that the Grantor may grant other parties rights in respect of the Easement Areas and the Facilities.
- 4.5 **Maintenance:** Save to the extent that any damage or deterioration in condition to the Facilities or the Easement Areas is occasioned by an Owner acting in breach of this Instrument (in which case that Owner shall be solely responsible for remediating the same), each of the Grantor and Grantees shall be jointly responsible for such repair and maintenance of the Facilities and Easement Areas as may be required from time to time to ensure that it is maintained in reasonable order and repair, with all pot holes and other degraded areas promptly repaired when necessary. Each of

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the Grantor and Grantees shall, acting reasonably, endeavour to agree with the other applicable Owners the basis on which any requisite repair and maintenance under this clause shall be undertaken. If the applicable Owners together are unable to agree the basis on which any requisite repair and maintenance shall be undertaken within a reasonable period, the Grantor or a Grantee shall be entitled to undertake the requisite repair and maintenance on behalf of all applicable Owners and recover the Maintenance Costs pursuant to clause 5.

4.6 **Temporary closure:** The Grantor may temporarily close any Easement Area or Facility in the event of an emergency or for the purposes of cleaning, renewal, modification, maintenance or repair of the applicable Facility and the Grantees shall not be entitled to bring any claim for loss or other compensation as a result of such closure.

**5. CONTRIBUTION TO INSTALLATION AND MAINTENANCE COSTS**

5.1 **Right to contributions:** Subject to any specific provisions in this Instrument and to the following provisions in this clause 5, each Owner ("**Recovering Owner**") shall be entitled to require every other Owner as covenantee (each a "**Contributing Owner**") to each contribute to the Installation Costs and Maintenance Costs for each Facility. The contributions of each Owner shall be proposed by the Grantor on a fair and reasonable basis having regard to the relative benefits of that Facility to each of the Grantor and Grantees, and failing agreement between the Owners shall be determined in accordance with clause 8.

5.2 **Determination of and payment of contributions:** Where a Recovering Owner is entitled to require any Contributing Owner to contribute towards Installation Costs or Maintenance Costs, each Contributing Owner shall pay to the Recovering Owner such amounts no later than within 20 Working Days of receipt of a tax invoice for the amount due. If an Owner fails to pay any such amount by the due date for payment, then the amounts owing by the defaulting Owner, together with any other reasonable costs and expenses incurred by the Recovering Owner as a consequence of such default, and interest at the Default Interest Rate (on all such amounts from the date they are incurred by the Recovering Owners to the date of payment by the defaulting Owner), shall be payable by the defaulting Owner.

5.3 **Variation of Cost Contribution Proportions:** If there has been a fundamental change in the operation of a component of a Facility so that the applicable cost contribution proportions agreed pursuant to clause 5.1 no longer represent a fair and equitable allocation of cost based on relative use and benefit in respect of that component of a Facility, then the Grantor shall propose revised cost contribution proportions (which would result in a fair and equitable allocation of cost as aforesaid) for that component of the Facility and, failing agreement between the Owners, the revised cost contribution proportions shall be determined pursuant to clause 8.

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- 5.4 **Notice of intended works:** Except for costs incurred in undertaking work required as a matter of urgency or in order to restore the operation of the relevant Facility and related equipment which has failed where it is not practical to give prior written notice to each Contributing Owner in the circumstances of the intention to undertake the relevant work, the Recovering Owner must in any other case where the Recovering Owner intends or proposes to require any Contributing Owner to make a contribution towards costs incurred by the Recovering Owner in performing the relevant obligation, give a notice (as defined by section 308 of the Property Law Act 2007) in terms required by section 309 of the Property Law Act 2007.
- 5.5 **Cross notices and disputes:** Where a notice is served on one or more Contributing Owners requiring a contribution towards costs in respect of the relevant works specified in that notice, the applicable provisions of section 310, 311, 312, 313 and 314 of the Property Law Act 2007 will apply, but with the following additional provisions:
- (a) **Verification of estimated costs:** The Contributing Owner issuing a cross notice may require competitive quotations to be obtained, or for the estimate of the cost of the relevant work to be certified as reasonable by a registered quantity surveyor (or such other person with expertise in the applicable area as the parties may agree), and either the Recovering Owner or the Contributing Owner may obtain competitive quotations in respect of the relevant works, or obtain a certificate from a registered quantity surveyor (or the agreed expert) as to the reasonableness of the estimated costs of the relevant work.
- (b) **Unreasonable expenditure:** A Contributing Owner shall not be liable to make a contribution towards any costs, or to any additional costs, incurred to the extent that such costs would not have been incurred, or are greater than costs which would reasonably have been incurred, had the Recovering Owner acted prudently, properly and reasonably in performing the relevant obligation.
- (c) **Disputes:** The Recovering Owner and any Contributing Owner issuing a cross notice must in good faith attempt to resolve the relevant dispute by agreement between them, including the use of alternative dispute resolution procedures referred to in clause 8.
- 5.6 **Verification of costs incurred:** In addition to the details to be included in a notice as required by section 309 of the Property Law Act, and also when work has been undertaken, the Recovering Owner must, if so requested by any Contributing Owner, provide copies of all relevant reports, invoices and other information reasonably necessary to comprehend the reasons for undertaking the relevant work, and to verify the costs and the reasonableness of the costs incurred in undertaking the relevant work.
- 5.7 **Recoveries from third parties:** The rights of the Recovering Owner under clause 5.1 to require contributions to costs do not apply where:

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- (a) the relevant work is required as a consequence of any damage or deterioration arising from any negligent act or omission of any person and the costs incurred in undertaking relevant remedial works are recoverable from that person; or
  - (b) the costs incurred are recoverable under insurance covers which apply to the relevant works.
- 5.8 **Undertaking works or fixing costs by agreement:** Notwithstanding any other provision in this Instrument, obligations may be performed and works undertaken of such nature, in such manner, and on such terms as to cost allocation as may from time to time be agreed between the Recovering Owner and relevant Contributing Owners, and contributions to costs may be fixed on a basis agreed between the Recovering Owner and the relevant Contributing Owners (in which case the parties will be bound by the agreed arrangements to the extent of the agreement made).
- 6. EXERCISE OF RIGHTS**
- 6.1 **Exercise of rights and performance of obligations:** The following provisions shall apply on each occasion an easement right is exercised and also to each covenant or obligation specified in this Instrument.
- 6.2 **Entry:** Entry upon any part of the Land, including the relevant part of any Servient Tenement, in the exercise of an easement right or in the performance of a positive covenant or other obligation specified in this Instrument shall be made only for proper purposes in the reasonable and proper exercise of a right or in the performance of an obligation specified in this Instrument, and to the extent that any such exercise includes access to any building on the Precinct, then in a manner which protects the security of the Occupants and the property of the Occupants.
- 6.3 **Protection of Precinct:** All materials and equipment required for or incidental to undertaking an activity in the exercise of an easement right or performance of a positive covenant or other obligation under this Instrument must be of such a nature so as to avoid any damage or deterioration to any parts of the Precinct through which or within which such material and/or equipment passes or remains, and all work in relation to the activities must be undertaken in a manner which avoids damage or deterioration to any part of the Precinct (including that part within which the relevant activities are undertaken).
- 6.4 **Undertaking work:** Where any work (including any building work) is undertaken, such work must be carried out:
- (a) in a proper and competent manner by appropriately experienced, qualified and responsible persons;
  - (b) in accordance with, and in compliance with, applicable Laws and Requirements (including the Resource Management Act 1991, the

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	<p>operative and proposed Regional and District Plans, the Building Act 2004 and the Building Code);</p> <p>(c) with all reasonable speed;</p> <p>(d) in such a manner as to minimise disturbance, inconvenience or disruption to any Occupant; and</p> <p>(e) if any consents are required in respect of the relevant work, in strict compliance with the conditions attaching to the applicable consents,</p> <p>and the Owner undertaking the relevant work, or on whose behalf the relevant work is undertaken must leave the relevant area clean and tidy, restored to its former state and condition, and with all equipment, excess materials, debris and rubbish removed.</p>
6.5	<p><b>Notice of works:</b> Where any work is undertaken by or on behalf of any Owner in the exercise of an easement right or in the performance of an obligation under or pursuant to this Instrument, the Owner undertaking the relevant work, or on whose behalf the relevant work is undertaken, shall promptly give written notice to the other Owner(s):</p> <p>(a) of the nature and extent of the work to be undertaken; and</p> <p>(b) of completion of the relevant work following completion.</p>
6.6	<p><b>Damage:</b> If damage is caused to any Facilities by any person either:</p> <p>(a) entering upon; or</p> <p>(b) undertaking any inspections, testing, maintenance, repairs or any works</p> <p>in respect of, any part of the Precinct, that person will be liable for all costs and expenses incurred in remedying the relevant damage and in compensating the person suffering the consequences of the relevant damage.</p>
6.7	<p><b>Acts of agents:</b> Where entry to any part of the Facilities is authorised by, or any work or activity is undertaken on behalf of, or is authorised by any Owner, that Owner shall be responsible for the acts and omissions of such persons.</p>
6.8	<p><b>Failure to perform obligation:</b> If a covenantor fails, refuses or neglects to perform an obligation specified in this Instrument or does not perform the relevant obligation in a manner which is prudent, reasonable and responsible in the circumstances, a covenantee may serve a Default Notice on the covenantor. If, following receipt of a Default Notice, the covenantor has not performed the relevant obligation by the date or within the period specified by the covenantee then the covenantee:</p> <p>(a) may perform the relevant obligation and undertake any works required to ensure compliance with the relevant obligation;</p>

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Easement

Continue in additional Annexure Schedule, if required

(b) recover from the covenantor as a liquidated debt any costs and expenses properly and reasonably incurred by the covenantee arising from or incidental to remedying the relevant default by the covenantor; and

(c) set-off such costs and expenses against any monies which may otherwise be payable by the covenantee to the covenantor.

The exercise of rights under this clause are without prejudice to and do not derogate from any other rights or remedies available to the covenantee.

**7. FORCE MAJEURE**

7.1 **Relief:** Notwithstanding any other provisions of this Instrument but subject to clause 7.2, if an Owner fails to comply with or observe any provision of this Instrument and such failure is caused by a Force Majeure event, that failure shall not give rise to any cause of action or liability based on breach of that provision of the Instrument.

7.2 **Money:** Notwithstanding clause 7.1, an Owner shall not be relieved from liability to pay money due at the time of the Force Majeure event or to give any notice which may be required to be given pursuant to this Instrument.

7.3 **Procedure:** If an Owner seeks relief under clause 7.1 that Owner shall upon the occurrence of the Force Majeure event:

(a) as soon as reasonably practicable, but in any event within 48 hours, give written notice to the other Owners of the occurrence of the event or circumstance claimed to be a Force Majeure event and provide to the other Owners full particulars relating to the event or circumstance and the cause. Such notice shall also contain an estimate of the period of time required to remedy the non-compliance;

(b) render the other Owners reasonable opportunity and assistance to examine and investigate the event or circumstance and the matters which caused the event or circumstance and non-compliance;

(c) use due diligence and take all reasonable steps to rectify, remedy or overcome the event or circumstance and minimise any loss damage expense or suspension of obligation caused thereby; and

(d) give written notice as soon as reasonably practicable but in any event within 48 hours to the other Owners upon termination of the event of Force Majeure.

**8. DISPUTES**

8.1 **Notice of dispute:** If any dispute or difference arises between persons concerning rights or obligations under this Instrument, or if any matter or issue arises which a



## Annexure Schedule 1

Page 17 of 18 Pages

*Insert instrument type*

Easement

*Continue in additional Annexure Schedule, if required*

person exercising or affected by rights or obligations under this Instrument wishes to have determined, resolved or remedied, either of such persons or that person may serve a Dispute Notice on the other person.

- 8.2 **Negotiations:** The issuer and the recipient of a Dispute Notice must use reasonable endeavours to resolve the relevant dispute or difference in good faith by negotiation and, if such dispute or difference is not resolved by negotiation between the parties to the dispute within a period of five (5) Working Days from the date of the Dispute Notice, then either party to the dispute may require the following provisions to apply.
- 8.3 **Mechanical or engineering dispute or difference:** If the dispute or difference is a mechanical or engineering matter, then the matter shall be referred to an independent engineer who shall be instructed to endeavour to assist the parties to the dispute to resolve the dispute or difference. The independent engineer shall be agreed upon by the parties to the dispute or appointed under clause 8.7 if the parties are unable to agree on such appointment.
- 8.4 **Referral to expert (mechanical or engineering):** If, within 10 Working Days from the date of referral of the matter to the engineer, the matter has not been resolved, then either party to the dispute may require that the matter be referred by mutual agreement to an independent expert in accordance with clause 8.7 or to arbitration under clause 8.8.
- 8.5 **Chief Executive Officers:** If the dispute or difference is other than of a mechanical or engineering matter, and the parties to the dispute have been unable to resolve the dispute or difference, then the parties to the dispute shall refer the dispute or difference to the Chief Executive Officers of the parties (or their equivalent) who shall jointly endeavour to resolve the matter.
- 8.6 **Referral to expert (other than mechanical or engineering):** If, within five (5) Working Days from the date of the referral of the matter to the Chief Executive Officers (or their equivalent) the matter has not been resolved, then either party may require that the matter be referred by mutual agreement to an independent expert in accordance with clause 8.7 or to arbitration under clause 8.8.
- 8.7 **Independent expert to determine:** The independent expert (who shall be experienced in the matter the subject of the dispute) shall be nominated in writing by the parties to the dispute jointly (or, in the absence of agreement between the parties within two (2) Working Days, as to the nominee, to such person who shall also be experienced in the matter the subject of the dispute, nominated by the President or his or her nominee for the time being of the New Zealand Law Society or any successor body). The determination in writing of the independent expert on the matter in dispute will be conclusive and binding on the parties and will be deemed to have been given as an expert and not an arbitrator. The costs of the independent expert will be borne in equal shares by the parties to the dispute. For the avoidance of doubt, the provisions of the Arbitration Act 1996 shall not apply to such determination.

## Annexure Schedule 1

Page 18 of 18 Pages

*Insert instrument type*

Easement

*Continue in additional Annexure Schedule, if required*

- 8.8 **Arbitration:** If any matter is to be referred to arbitration under this clause 8.8, such arbitration shall be conducted in accordance with the Arbitration Act 1996 and the substantive law of New Zealand. The arbitration shall be by a sole arbitrator to be agreed upon by the parties to the dispute, or in the event a sole arbitrator cannot be agreed within 10 Working Days, then an arbitrator for the matter in dispute shall be appointed by the President or his or her nominee for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc.
- 8.9 **Continue to perform obligations:** Pending resolution of any dispute or difference, the Owners shall continue to perform their respective obligations pursuant to the provisions of this Instrument.
- 8.10 **Confidentiality:** Where the dispute resolution procedures apply, the persons in dispute may not use any information (whether oral, in writing or produced or stored by electronic means or otherwise) or documents obtained in connection with the dispute resolution for any purpose other than an attempt to settle the dispute between those persons.
- 8.11 **Savings:** The procedures specified in this clause 8 do not apply to court proceedings for:
- (a) an injunction to restrain any action taken or threatened which the person seeking to restrain the relevant action believes in good faith and on proper, justifiable grounds:
    - (i) exceeds the rights or powers granted under this Instrument; or
    - (ii) is in breach of a term, condition, covenant or restriction attaching to the relevant easement or right; or
    - (iii) is in breach of a positive covenant or other obligation under this Instrument; or
    - (iv) is otherwise unauthorised, inappropriate or unlawful; or
  - (b) specific performance requiring a covenantor to perform an obligation specified in this Instrument.

Approved by Registrar-General of Land under No. 2002/6055

**Easement instrument to grant easement or profit à prendre, or create land covenant**  
Sections 90A and 90F, Land Transfer Act 1952 **EI 5590341.12 Easement**

Land registration district

**NORTH AUCKLAND**



Copy - 01/01.Pgs - 003.16/05/03,09:23



DocID 310871819

Grantor

Surname(s) must be underlined or in CAPITALS.

**UNITEC INSTITUTE OF TECHNOLOGY**

Grantee

Surname(s) must be underlined or in CAPITALS.

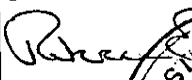


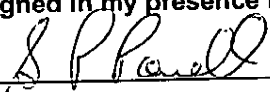
**NGATI WHATUA O ORAKEI MAORI TRUST BOARD**




**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).

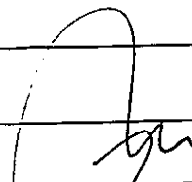
Dated this 7<sup>th</sup> day of May, 2003

Attestation

Unitec Institute of Technology by:    Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>SELINA PATRICIA POWELL</u> Occupation <u>PERSONAL ASSISTANT</u> Address <u>AUCKLAND</u>
---	---

Ngati Whatua O Orakei Maori Trust Board by:    Signature [common seal] of Grantee	Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
--	--

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**

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

Easement Instrument

Dated 7-5-03

Page 2 of 2 Pages

**SCHEDULE A**

Purpose (nature and extent of easement, profit or covenant)	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	"A" DP 211427	Lot 2 DP 211427 CT 58983	Lot 1 DP 211427 CT 139B/955

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

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 added to by 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

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.

*(Handwritten signatures and initials)*

### Annexure Schedule

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

Easement Instrument

Dated 7-5-03

Page 3 of 3 Pages

#### ANNEXURE SCHEDULE 2

##### Covenant Provisions (continued)

##### 1. Maintenance and repair

- (a) The costs of maintaining, repairing and replacing the easements recorded in this easement instrument shall be shared equally by the grantee and the grantor;
- (b) The costs of maintenance, repair or replacement of the easements recorded in this easement instrument that is necessary because of any act or omission by the grantor (including the agents, employees, contractors, subcontractors and invitees of the grantor) or the grantee (including the agents, employees, contractors, subcontractors and invitees of the grantee) shall be borne by that particular owner at that owner's sole cost.
- (c) Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the owner responsible will be proportionate to the amount attributable to the act or omission giving rise to the need for maintenance, repair or replacement, with the balance payable in accordance with clause 11 of the Fourth Schedule to the Land Transfer Regulations 2002.

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.

X JAW  
witness  
X [Signature]  
[Signature]

X [Signature]

15

EASEMENT INSTRUMENT

Sections 90A and 90F, Land Transfer Act 1952

EI 5590341.15 Easement

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DocID: 310871822

Land registration district

North Auckland

Grantor

HER MAJESTY THE QUEEN

for a technical institute

MS JAW

Grantee

UNITEC INSTITUTE OF TECHNOLOGY

Grant of easement or profit a prendre or creation of covenant

The Grantor being the registered proprietor of the servient tenements set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easements or profits a prendre set out in Schedule A, or creates the covenants set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedules.

Dated this 7th day of May 2003

Attestation

Signed by:

[Signature of Ross James Sutherland]

Warranted Officer Land Information New Zealand for and on behalf of HER MAJESTY THE QUEEN acting pursuant to an authority given to him by the Minister of Lands under Section 4B of the Public Works Act 1981

J B A K O O S S S

Signature or common seal of Grantor

Signed in my presence by the Grantor  
Signature of witness:

[Signature of Purnima Kiran]

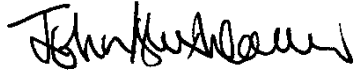
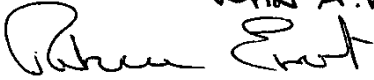
Witness to complete in BLOCK letters

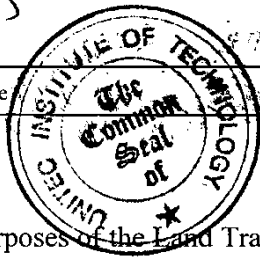
Witness name: PURNIMA KIRAN  
Occupation: OPERATIONS SUPPORT  
Address: LINZ AUCKLAND

MS JAW

Easement Instrument


Continuation of "Attestation"

Unitec Institute of Technology by:  JOHN A. WEBSTER  (U.-R. ERNST)	Signed in my presence by the Grantee Signature of witness:  Witness to complete in BLOCK letters  Witness name: Occupation: Address:
Signature or common seal of Grantee	



Certified correct for the purposes of the Land Transfer Act 1952

  
Solicitor for the Grantee

  
ep: Townscape - Unitec 3 - Easement 3

**Annexure Schedule**

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

Easement Instrument Dated 7-5-03 Page 3 of 5 Pages

**SCHEDULE A**

Purpose (nature and extent of easement, profit or covenant)	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Water Supply	"Z" DP 314949	Part Allotments 32 & 33 Parish of Titirangi	Lots 2, 3, 4, 5 DP 314949 CTs: 58980 58981 58982 58983

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

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 added to by 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

*[Handwritten signatures and initials]*

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.

*[Handwritten signatures and initials]*



## Annexure Schedule

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

Easement Instrument

Dated

7-5-03

Page

4

of

5

Pages

### ANNEXURE SCHEDULE 2

#### Covenant Provisions (continued)

##### 1. Maintenance and repair

- (a) The costs of maintaining, repairing and replacing the easements recorded in this easement instrument shall be shared by the grantee and the grantor in proportionate shares based on the number of lots entitled to use the easements;
- (b) The costs of maintenance, repair or replacement of the easements recorded in this easement instrument that is necessary because of any act or omission by the grantor (including the agents, employees, contractors, subcontractors and invitees of the grantor) or the grantee (including the agents, employees, contractors, subcontractors and invitees of the grantee) shall be borne by that particular owner at that owner's sole cost.
- (c) Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the owner responsible will be proportionate to the amount attributable to the act or omission giving rise to the need for maintenance, repair or replacement, with the balance payable in accordance with clause 11 of the Fourth Schedule to the Land Transfer Regulations 2002.

##### 2. Maintenance and repair (specific provisions)

The following provisions shall apply in respect of maintenance and repair of the water supply easement:

- a. The grantor and the grantee shall keep and maintain the common private watermain passing through their particular Lot in good working order, repair and condition and shall ensure that the watermain is only used for its intended purpose.
- b. If the watermain is not working to its design capacity for any reason (including blockage and/or damage) and is causing or has the potential to cause nuisance to any other party, then the grantor and the grantee (subject to the general maintenance provisions in this Easement Instrument) shall repair the drain at its cost as soon as possible. In the event that replacement of the watermain is necessary then the works shall be carried out to public standard and that portion of the watermain is to be vested, if practicable, and the works effected under an approved Auckland City Council Development Engineering Consent.
- c. All repairs, maintenance and/or replacement of the watermain are to be carried out in a quick and professional manner to minimise the effects on other parties and shall be carried out in accordance with the Building Act 1991 and/or any other applicable statutory or non-statutory requirements.
- d. In the event that the Auckland City Council or its agents are called, or have cause to attend, a leakage, blockage or nuisance then the grantor and the grantee shall pay (subject to the general maintenance provisions in this Easement Instrument), on demand, the Council's costs in so attending.

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

### Annexure Schedule

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

Easement Instrument

Dated

7-5-03

Page

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of

5

Pages

#### 3. Grantor Acknowledgements

- a. This easement is granted pursuant to the provisions of Section 48 Public Works Act 1981;
- b. For the avoidance of doubt, the Grantor acknowledges that the statutory right to cancel the within grant of easement without compensation on three months' notice in writing contained in section 48 Public Works Act 1981 shall be of no application to the within grant.

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.



Auckland District Law Society  
REF 4120





**AUCKLAND CITY**

6

**CONO 5590341.7 Consen**

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DocID: 310871812

Our Ref: 1 Carrington Road  
Mt Albert  
ACC Plan No. W5243/13

## CONSENT NOTICE

In the matter of a Consent Notice issued pursuant to Section 221 of the Resource Management Act 1991 in respect of a condition of subdivision consent for Lots 1, 2 and 3, DP 314949 being a subdivision of LOT 1 DP 156226 LOT 1 DP 144585 LOT 1 DP 152034 PT ALLOTS 32-33 PSH TITI SO 6177 (Auckland City Council Plan No W5243/13).

I, Ross Graeme Miller, Team Leader, Subdivision Consents of the Auckland City Council, hereby certify that the following condition, to be complied with on a continuing basis, was imposed when subdivision consent was granted by the Team Leader Subdivision Consents on 18 June 2002 under delegated authority from the Auckland City Council.

The following conditions are necessary because these properties are serviced by a common private watermain. The care and maintenance of this watermain is the joint responsibility of these Lot owners, and is required under condition 5.2.4.1(a).

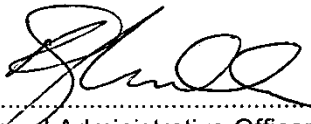
1. The registered proprietors shall keep and maintain the common private watermain passing through their particular Lot in good working order, repair and condition, and shall ensure that the watermain is only used for its intended purpose.
2. If the watermain is not working to its design capacity for any reason, (including blockage and / or damage) and is causing, or has the potential to cause nuisance to any other party, then the registered proprietor shall either repair the drain at its cost as soon as possible. In the event that replacement of the watermain is necessary then the works shall be carried out to public standard, and that portion of the watermain is to be vested, if practicable, and the works effected under an approved Auckland City Council, Development Engineering Consent.
3. All repairs, maintenance and or replacement of the watermain is to be carried out in a quick and professional manner to minimise the effects on other parties and shall be carried out in accordance with the Building Act 1991 and / or any other applicable statutory or non-statutory requirements.

4. In the event that Council or its agents are called, or have cause to attend, a leakage, blockage or nuisance then the registered proprietor shall pay, on demand, Council's costs in so attending.

Dated this 15<sup>th</sup> day of January 2003

Signed by **ROSS GRAEME MILLER**  
Team Leader, Subdivisions  
on behalf of, and by the authority of the  
AUCKLAND CITY COUNCIL under  
Section 252(1) (a) of the Local  
Government Act 1974

)  
)  
)  
)  
)  
)  
).....  
)Principal Administrative Officer.



# View Instrument Details



**Instrument No** 9666057.1  
**Status** Registered  
**Date & Time Lodged** 11 March 2014 09:12  
**Lodged By** Kemp, Kandice Leonie Elizabeth  
**Instrument Type** Compensation Certificate



---

Affected Computer Registers	Land District
58983	North Auckland
NA139B/955	North Auckland

---

**Annexure Schedule:** Contains 2 Pages.

---

## Signature

Signed by Casey Dell Hucker as Crown or Local Authority Representative on 11/03/2014 08:51 AM

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



**Compensation Certificate Pursuant to Section 19 Public Works Act 1981.**

File Reference: CPC/2013/17393/A

To the Registrar General of Land for the Land Registration District of North Auckland.

This Compensation Certificate is forwarded to you, pursuant to Section 19 of the Public Works Act 1981. Please deposit it in your Registry and arrange a memorial of it to be registered against the title to all land affected by it.

(a) Description of the land affected by the Certificate:

- i. an estate in freehold in possession of the land situated at 139 Carrington Road, Mount Albert containing <sup>20.5286</sup> ~~19.62~~ hectares more or less (subject to survey) being Lot 5 Deposited Plan 314949 and Lot 1 Deposited Plan 211427 contained in Computer Freehold Registers 58983 and NA139B/955 (North Auckland Registry) ("the Land").
- ii. an easement in gross ("the Required Interest") for a right of support for Rock Anchors over that part of the land being 2,890m<sup>2</sup> (subject to survey).

(b) Brief particulars of the Agreement:

Date: 17/1/2014

- 1. Agreement provides for payment of the compensation for the acquisition by the Crown of 3 plus 65 square metres (subject to survey) and an easement over 2,890 square metres (subject to survey) (less the price of signage) being part of the above-described land shown on the Land Requirement Plan attached to the Agreement.
- 2. Advance payment of compensation of \$81,396.00 less signage (\$26,500) equating to \$54,896 plus GST if any.

(c) Names and addresses of parties to the Agreement (*other than Minister of Lands*)

**Unitec Institute of Technology**  
Private Bag 92025  
Victoria Street West 1142  
Auckland

- (d) (i) Place where Copy of Agreement may be inspected: Land Information New Zealand, Level 7, Radio New Zealand House, 155 The Terrace, Wellington 6011.
- (ii) Hours during which a copy of the Agreement may be inspected: 9 a.m. to 4 p.m. on any day when Government Offices are open to the public.
- (iii) Reference by which Agreement may be identified: CPC/2013/17393/A

Dated at Wellington this 17th day of January 20 14

Signed  
by: [Signature]  
Signature of Authorised Officer

in the  
presence of: [Signature]  
Signature of Witness

**KERRY McPHAIL**

Name and Designation of Authorised Officer (print)

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

Teresa Buckthorpe  
Name of witness  
**Crown Property Clearances**  
**Land Information New Zealand**  
155 The Terrace  
Occupation of Witness (print)  
Wellington

Address of Witness (print)

Compensation Certificate No:

.....  
.....

Particulars entered in the Register Book,

Vol. .... folio .....

NA139B/955 and 58983

the ..... day of ..... 20 .....

at ..... o'clock.

\_\_\_\_\_  
*District Land Registrar*

Registrar-General of Land for the District of:

.....

---

**Compensation Certificate  
Pursuant to Section 19 Public  
Works Act 1981.**

---

*Faint, illegible text, possibly a stamp or watermark.*





**CERTIFICATE UNDER SECTION 148 OF THE  
NGĀ MANA WHENUA O TĀMAKI MAKĀURAU  
COLLECTIVE REDRESS ACT 2014  
TO RECORD MEMORIALS FOR RFR LAND**

**To: The Registrar-General of Land**

Pursuant to the above section of the above Act, I, ~~.....TERESA BUCKTHOUGHT~~  
**HEREBY CERTIFY** that the land identified in the Schedule is RFR land.

**PLEASE record on each computer register in the Schedule that the land:**

1. is RFR land as defined in section 118 of the above Act; and
2. is subject to Subpart 1 of Part 4 of the above Act (which restricts disposal, including leasing, of the land).

**SCHEDULE**

<b>Computer Register</b>	<b>Legal Description</b>
NA105A/586	4.4830 hectares, more or less, being Lot 3 DP 172002.
NA35D/1250	20.0832 hectares, more or less, being Lots 240 and 241 DP 43645, Parts Lot 13 DP 2989, Allotment 237 Parish of Manurewa and Sections 12, 13, 14 and 37 and Part Section 11 Block VI Otahuhu Survey District
NA121C/581	13.7252 hectares, more or less, being Lot 74 DP 45661 and Lot 1 DP 194288.
547001	14.5858 hectares, more or less, being Section 3 SO 434312
NA93B/540	3.9390 hectares, more or less, being Lot 2 DP 156226
NA70C/824	0.1130 hectares, more or less, being Lot 2 DP 121700.
58983	17.9044 hectares, more or less, being Lot 2 DP 211427 and Lot 5 DP 314949
58982	9.7176 hectares, more or less, being Lot 4 DP 314949
* <del>424414</del>	<del>20.9030 hectares, more or less, being Lot 2 DP 406935</del> TB
NA90C/389	0.4192 hectares, more or less, being Lot 1 DP 152034

[ \_\_\_\_\_ ]  
**MANAGER/ADVISOR CROWN PROPERTY CLEARANCES**  
Acting under the authority of the Chief Executive of  
Land Information New Zealand delegated under  
section 41 of the State Sector Act 1988

# MANUAL DEALING LODGEMENT FORM

Landonline User ID: LINZCPMWE

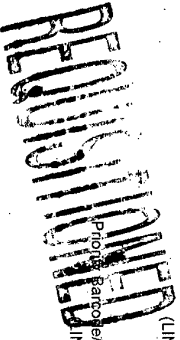
LODGING FIRM: Crown Property, LINZ Wellington

Private Individual: Attn: Ginny Leggett

Address: \_\_\_\_\_

Dealing/SUD Number:  
(LINZ use only)

Priority Barcode/Date Stamp  
(LINZ use only)



**RRF 9918192.1 Right of**  
 Cpy - 03/03, Pgs - 002, 16/12/14, 10:44  
**Copies**  
 (inc. original)  
 DocID: 516307548

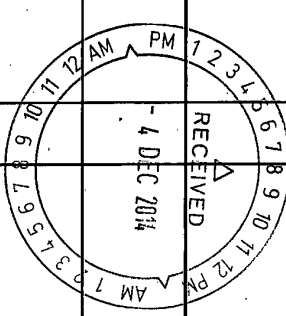
ASSOCIATED FIRM: \_\_\_\_\_

Client Code / Ref: Tamaki Collective List RFR | of 7

Plan Number/Pre-Allocated or  
to be Deposited: \_\_\_\_\_

Rejected Dealing Number: \_\_\_\_\_

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEES \$ GST INCLUSIVE
1	see schedule	RFR		\$176.00	SENT ON REQ	5-12-14	BS	176.00
2				\$0.00				
3				\$0.00				
4				\$0.00				
5				\$0.00				
Land Information New Zealand Manual Dealing Lodgement Form Fees Receipt and Tax Invoice GST Registered Number 17-022-895								
Annotations (LINZ use only): Original Signatures? <u>GL</u>								
Less fees paid on Dealing # _____ Subtotal <b>\$176.00</b> Total for this dealing <b>\$176.00</b>								
Debit my Landonline account for (Only available for Landonline customers) or Cash / Cheque enclosed for (Only pay in cash if depositing in drop box at a LINZ processing centre) or Eft-pos payment due for (Eft-pos only available if lodging the dealing in person at a LINZ processing centre)								<b>\$176.00</b>



\* Making a priority lodgement ensures the lodgement is entered into the LINZ work queue at the time and date it was handed over at the counter. Priority does not provide urgency in processing the dealing. For further details please reference the manual dealing user guide.



# View Instrument Details

**Instrument No** 9966432.1  
**Status** Registered  
**Date & Time Lodged** 10 February 2015 14:17  
**Lodged By** Pomana, Georgina Mary  
**Instrument Type** Compensation Certificate



---

Affected Computer Registers	Land District
58983	North Auckland
NA139B/955	North Auckland

---

**Annexure Schedule:** Contains 1 Page.

---

## Signature

Signed by Joanna Dorothy Cassidy as Crown or Local Authority Representative on 10/02/2015 02:04 PM

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



To Registrar-General of Land  
[name] Land Registration District

**COMPENSATION CERTIFICATE UNDER  
SECTION 19 OF THE PUBLIC WORKS ACT 1981**

Unique Identifier(s)	All/Part	Area/Description of part or stratum
58983 NA139B/955	Part Part	Lot 5 Deposited Plan 314949 Lot 1 Deposited Plan 211427

This Compensation Certificate is forwarded to you under section 19(1) of the Public Works Act 1981 to be registered against the computer registers to all land affected by it.

<b>File reference</b>	CPC/2013/17393 <sup>KK</sup>
<b>Agreement reference</b>	
<b>Date of agreement</b>	27/1/2015
<b>Inspection location</b>	Land Information New Zealand Level 7, Radio New Zealand House 155 The Terrace, Wellington, 6145 Phone: (04) 460 0110
<b>Hours for inspection</b>	09.00 to 16.00, Monday to Friday (except public holidays)
<b>Names/addresses of affected parties</b> [ie other than the Minister]	Unitec Institute of Technology 139 Carrington Road, Mount Albert
<b>Brief particulars</b>	Areas of three square metres and 65 square metres (subject to survey). Easement in gross over 2,890 square metres (subject to survey). Contained within Lot 5 Deposited Plan 314949 and Lot 1 Deposited Plan 211427, Computer Freehold Registers 58983 and NA139B/955 for the full and final agreement consideration of the balance payable of \$13,604.00 plus GST if any.

Dated at Wellington this 27th day of January 2015 [year]

  
**KERRY McPHAIL**

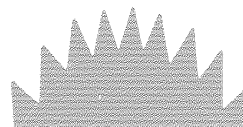
[enter below name and designation in BLOCK letters]

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

CERTIFIED COPY OF A RESOLUTION OF THE PLANNING APPLICATIONS SUB-COMMITTEE OF THE AUCKLAND CITY COUNCIL MADE ON 17 MAY 1993

APPLICATION FOR CHANGE OF CONDITIONS OF SUBDIVISION  
CONSENT AND SURVEY PLAN APPROVAL AT 1 CARRINGTON  
ROAD, PT CHEVALIER FOR THE AUCKLAND AREA HEALTH BOARD

That pursuant to Section 321(3)(c) of the Local Government Act 1974, the Council being satisfied that adequate access is provided by proposed rights-of-way labelled A, B and C on Survey Plan W3916/6 resolves that Section 321 (1) of that Act shall not apply with respect to Lots 2, 3 and 4 on Survey Plan W3916/6.



2000  
2001  
2002

C491423.1 C461

SECTION 461 CERTIFICATE

AUCKLAND CITY COUNCIL

Particulars entered in the Register as shown in the Schedule of land herein on the date and at the time stamped below.

-----  
District/Assistant  
Land Registrar of the  
District of Auckland

-----  
AUCKLAND CITY COUNCIL  
AUCKLAND

**IN THE MATTER** of Section 461 of the  
Local Government Act  
1974

## **CERTIFICATE**

I, **ROSS GRAEME MILLER** being the Senior Land Surveyor of the **AUCKLAND CITY COUNCIL** ("the Council") and acting under delegated authority as the principal administrative officer **HEREBY CERTIFY** for the purposes of Section 461 of the Local Government Act 1974 ("the Act") as follows:-

1. **THAT** the lands described in the Schedule to the certificate are situated within the district of the Council.
2. **THAT** the lands are served by drains constructed with the consent of the owners of the lands for the purpose of, and subject to the rights set out in Section 461 of the Act.
3. **THAT** the drains through the lands are depicted on the attached survey plan.

## **SCHEDULE**

The drains referred to in this certificate pass through all the following lands, namely:

1. All that parcel of land containing 17.8889ha more or less being Lot 1 on a plan lodged at the Land Registry Office in Auckland and allocated number 156226, being part of Lot 2 DP 144585 Suburbs of Auckland and being comprised and described in Certificate of Title Volume 85D Folio 293 (North Auckland Registry).
2. All that parcel of land containing 3.9390ha more or less being Lot 2 on a plan lodged at the Land Registry Office in Auckland and allocated number 156226, being part of Lot 2 DP 144585 Suburbs of Auckland and being comprised and described in Certificate of Title Volume 85D Folio 293 (North Auckland Registry).
3. All that parcel of land containing 2.5304ha more or less being Lot 3 on a plan lodged at the Land Registry Office in Auckland and allocated number 156226, being part of Lot 2 DP 144585 Suburbs of Auckland and being comprised and described in Certificate of Title Volume 85D Folio 293 (North Auckland Registry).



4. All that parcel of land containing 3.5350ha more or less being Lot 4 on a plan lodged at the Land Registry Office in Auckland and allocated number 156226, being part of Lot 2 DP 144585 Suburbs of Auckland and being comprised and described in Certificate of Title Volume 85D Folio 293 (North Auckland Registry).

DATED at Auckland this *31st* day of *May* 1993.

SIGNED by  
ROSS GRAEME MILLER

} *Miller*  
}

LOT 1  
LT 156226  
DIAGRAM A  
NOT TO SCALE

LOT 1  
LT 156226  
DIAGRAM B  
NOT TO SCALE

PREPARED FOR THE PURPOSES OF SECTION 461  
OF THE LOCAL GOVERNMENT ACT 1974

*all*  
REGISTERED SURVEYOR

TASMAN AVE  
LEGEND  
SANITARY SEWER LINE  
STORMWATER LINE  
BOUNDARY

PROJECT: PROJECT No. 13.3542.1  
DRAWING No. 3542-461  
SHEET 1 OF 1  
DATE 1:1250

TITLE: PLAN OF PRIVATE SANITARY SEWER AND STORMWATER DRAINAGE OVER LOTS 1-4 LT 156226

HARRISON GRIERSON CONSULTANTS LTD  
CONSULTING ENGINEERS SURVEYORS PLANNERS  
OFFICES AT: AUCKLAND, TAMARUA, OTEA, WAIKANA, HAMILTON, WELLINGTON, CHRISTCHURCH, DUNEDIN, INVERCARGILL, NELSON, TIMARU, HASTINGS, PALMERSTON NORTH, NEW ZEALAND.

NO.	REVISION	DATE	BY
1	ISSUED FOR PERMIT		
2	ISSUED FOR PERMIT		
3	ISSUED FOR PERMIT		
4	ISSUED FOR PERMIT		
5	ISSUED FOR PERMIT		
6	ISSUED FOR PERMIT		
7	ISSUED FOR PERMIT		
8	ISSUED FOR PERMIT		
9	ISSUED FOR PERMIT		
10	ISSUED FOR PERMIT		



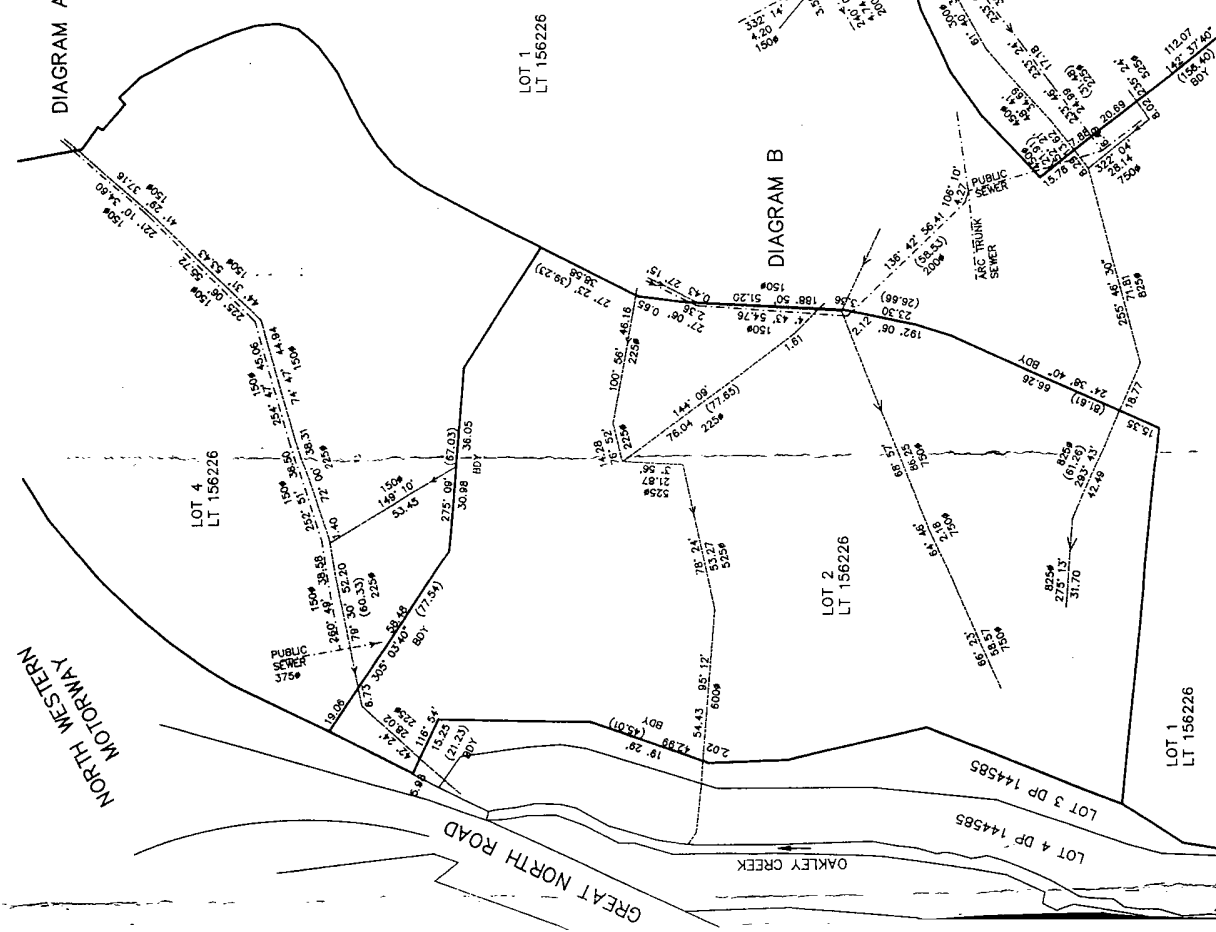
DIAGRAM A

DIAGRAM B

NORTH WESTERN  
MOTORWAY

GREAT NORTH ROAD

OAKLEY CREEK



LOT 4  
LT 156226

LOT 2  
LT 156226

LOT 3  
LT 156226

LOT 1  
LT 156226

LOT 2  
LT 156226

LOT 1  
LT 156226

LOT 3 DP 144585

LOT 4 DP 144585

2.08 22.JUN93 C 491423 -1F

PARTICULARS ENTERED IN  
LAND REGISTER  
ASST. LAND REGISTRAR



*[Handwritten signature]*  
540, 541 & 542



C 510175.4EC

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).

~~XXXX~~ THE AUCKLAND AREA HEALTH BOARD

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 17th day of June 19 93 under No. 156226 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

### SCHEDULE DEPOSITED PLAN NO.

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 1	A	Lots 2 - 4 DP 156226	93B/540 93B/541 93B/542
Right of Way	Lot 1	E	Lots 2 - 4 DP 156226	93B/540 93B/541 93B/542
Right of Way	Lot 2	C	Lot 4 DP 156226	93B/542

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 25<sup>th</sup> day of June

19 93

Signed by the above-named  
**AUCKLAND AREA HEALTH BOARD**  
by affixing its common seal

in the presence of

~~XXXXXXXX~~ .....

~~XXXXXXXX~~ .....

~~XXXXXX~~ .....



Commissioner/Deputy Commissioner



**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

*C. Field*

Solicitor for the registered proprietor

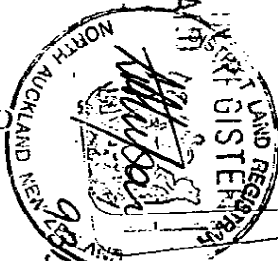
*The within Easements  
were created and  
subject to Section 243  
of Resource Management  
Act 1991*

*Whypai  
AHL*

(2)

11.51  
ARTICULAR AND REGULAR EASEMENTS

2.56 24.AUG93 C 510175  
ARTICULAR ENTERED IN THE SYSTEM AND REGISTERED IN AUCKLAND DISTRICT REGISTER



RUSSELL MCVEAGH MCKENZIE BARTLEET & CO  
SOLICITORS  
AUCKLAND

92/15/540-542

41



SCHEDULE

Lot 40 Deposited Plan 103491 and being part Allotment 6A  
Parish of Waipareira.  
Certificate of Title 86D/930.

Lot 2 Deposited Plan 156226 and being part Allotments 30  
and 31 Parish of Titirangi.  
Certificate of Title 93B/540.

Lot 1 Deposited Plan 33943 and Lot 1 Deposited Plan 45700  
and being part Allotment 90 Parish of Waikomiti.  
Certificate of Title 75C/15.

Lot 1 Deposited Plan 158563 and being part Allotment 51  
Parish of Mahurangi.  
Certificate of Title 95A/618.

Part Lots 114 and 115 Deposited Plan 8074 and being part  
Allotment 89 Parish of Takapuna.  
Certificate of Title 93C/207.

Lot 2 Deposited Plan 33579 and being part Allotment 51  
Parish of Mahurangi.  
Certificate of Title 911/252.

Helensville Town District being portion of a Block of land  
called Te Rewarewa and numbered 1120.  
Certificate of Title 522/113.

Allotment 295 of the Parish of Mahurangi.  
Certificate of Title 844/278.

Block V, Waitemata Survey District being Lot 1 Deposited  
Plan 37559 and being part Turakiaiwatea Block.  
Certificate of Title 1063/283.

Lots 3 and 48 Deposited Plan 12248.  
Certificate of Title 699/110.

Waitemata Health Limited  
The Property Office  
Waitemata Health Limited  
North Shore Hospital  
Shakespeare Road  
TAKAPUNA

LAND TRANSFER ACT 1952  
DISTRICT OF NORTH AUCKLAND

TAKE NOTICE that a caveat, NO. C.582654.1 has been lodged  
with me by: WAITEMATA HEALTH LIMITED

forbidding the registration of any Memorandum of Transfer  
or other instrument affecting the undermentioned land  
viz.

SEE ATTACHED SCHEDULE.  
Certificate of Title SEE ATTACHED SCHEDULE.

DATED at the Land Registry Office, Auckland this 28th day  
of March 1994.

*CSW*

Assistant Land Registrar

C582654.1 X



Lots 29 and 30 Deposited Plan 38916.  
Certificate of Title 1075/253.

Portion of Allotment No. 21 of Section 1 of the Parish of  
Takapuna.  
Certificate of Title 311/204. .

Part lot 3 Deposited Plan 73055, part Lots 6 and 7  
Deposited Plan 1263 and part Lots 1 and 7 Deposited Plan  
41922 and being part Allotments 6 and 450 Parish of  
Waipareira.  
Certificate of Title 91D/190.

Lot 1 Deposited Plan 31162 and being part Allotment 90  
Parish of Waikamiti.  
Certificate of Title 942/230.

Lots 82 to 101 (incl), 104 to 127 (incl), 168 to 171 (incl)  
Deposited Plan 8074 and Lots 1 to 19 (incl), 38 to 41  
(incl), 80 and 81 Deposited Plan 9135 and being part  
Allotment 89 Parish of Takapuna.  
Certificate of Title 88C/161.

20 MAY 2002

SCHEDULE

(hereinbefore referred to)

AN estate in fee simple in all those parcels of land situate in the Land Registration District of North Auckland being

? FIRST 13.8406 hectares more or less being part Lot 74 Deposited Plan 45661, part Lot 3 Deposited Plan 73055, part Lots 6 and 7 Deposited Plan 1263 and part Lots 1 and 7 Deposited Plan 41922 and being part Allotments 6 and 450 Parish of Waipareira and being the whole of the land comprised and described in Certificate of Title 91D/190

SECOND 604 square metres more or less being Lot 40 Deposited Plan 103491 and being part Allotment 6A Parish of Waipareira and being all of the land comprised and described in Certificate of Title 86D/930

THIRD 3.9390 hectares more or less being Lot 2 Deposited Plan 156226 and being part Allotments 30 and 31 Parish of Titirangi and being all of the land comprised and described in Certificate of Title 93B/540

FOURTH 3400 square metres more or less being Lot 1 Deposited Plan 33943 and Lot 1 Deposited Plan 45700 and being part Allotment 90 Parish of Waikomiti and being all of the land comprised and described in Certificate of Title 75C/15

FIFTH 4.0110 hectares more or less being Lot 1 Deposited Plan 158563 and being part Allotment 51 Parish of Mahurangi and being all of the land comprised and described in Certificate of Title 95A/618

SIXTH 1023 square meters more or less being Lots 114 and 115 Deposited Plan 8074 and being part Allotment 89 Parish of Takapuna and being all of the land comprised and described in Certificate of Title 93C/207

SEVENTH 2 acres 1 rood 19.8 perches more or less situated in Warkworth Town District being Lot 2 on Deposited Plan No. 33579 and being part Allotment 51 Parish of Mahurangi and being all of the land comprised and described in Certificate of Title 911/252

EIGHTH One acre more or less situated in Helensville Town District being portion of a block of land called Te Rewarewa and numbered 1120 and being all of the land comprised and described in Certificate of Title 522/113 Limited as to Parcels

NINTH One rood thirty-five and six-tenths perches more or less situated in the Warkworth Town District being Allotment 295 of the Parish of Mahurangi and being formerly part of a public street duly stopped and originally portion of Allotment 51 of the Parish of Mahurangi and being all of the land comprised and described in Certificate of Title 844/278

TENTH One rood more or less situated in Block V Waitemata Survey District being Lot 1 Deposited Plan 37559 and being part Turakiawatea Block and being all of the land comprised and described in Certificate of Title 1063/283

ELEVENTH One rood more or less situated in the Borough of Henderson and being Lot 1 Deposited Plan 31162 and being part Allotment 90 Parish of Waikomiti and being all of the land comprised and described in Certificate of Title 942/230

TWELFTH Twenty-eight perches and one tenth of a perch more or less situated in the Borough of Takapuna being Lots 3 and 48 on Deposited Plan No. 12248 and being part of Allotment 79 of the Parish of Takapuna and being all of the land comprised and described in Certificate of Title 699/110

THIRTEENTH One rood twenty-four decimal one six perches more or less being Lots 29 and 30 on Deposited Plan 38916 and being all of the land comprised and described in Certificate of Title 1075/253

FOURTEENTH Twelve acres three roods and twenty-eight and six-tenths perches more or less being portion of Allotment No. 21 of Section 1 of the Parish of Takapuna and being all of the land comprised and described in Certificate of Title 311/204

FIFTEENTH 16.7259 hectares more or less being Lots 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 168, 169, 170, 171 Deposited Plan 8074 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 38, 39, 40, 41, 80 and 81 Deposited Plan 9135 and being Part Allotment 89 Parish of Takapuna and being all of the land comprised and described in Certificate of Title 88C/161

Approved by the District Land Registrar, South Auckland, No. 336043  
Approved by the District Land Registrar, North Auckland, No. 4371/81  
Approved by the Registrar-General of Land, Wellington, No. 425114.3/81

## CAVEAT

### FORBIDDING REGISTRATION OF DEALING WITH ESTATE OR INTEREST

Take notice that ~~XXXX~~ WAITEMATA HEALTH LIMITED a duly incorporated company  
having its registered office at Auckland

(hereinafter called "the Caveator") claiming an estate or interest in the land described in the schedule hereto  
as

by virtue of sections 40 to 42 of the Public Works Act 1981 and clause 4 of  
the First Schedule to the Health Reforms (Transitional Provisions)  
Act 1993

forbid 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  
behalf contained in Section 145 of the Land Transfer Act 1952.

AND ~~XXXX~~ appoints The Property Office, Waitemata Health Limited, North Shore  
Hospital, Shakespeare Road, Takapuna, Auckland

as the place at which notices relating hereto may be served.

THE address for service of the registered proprietor is as follows: The Property Office,  
Waitemata Health Limited, North Shore Hospital, Shakespeare Road, Takapuna,  
Auckland

#### SCHEDULE

as attached

Dated this

23rd

day of

March

1994

EXECUTED by the Caveator

Waitemata Health Limited

(by the affixing of its  
common seal)  
in the presence of:

Waitemata Health Limited  
by its solicitor and duly  
authorized agent.

Jan Donachie  
Solicitor, Auckland.

**CAVEAT**  
**Forbidding Registration**  
**of Dealing with**  
**Estate or Interest**

Correct for the purposes of the Land Transfer Act.

*John Bouche*  
(Solicitor for) the caveator

WAITEMATA HEALTH LIMITED  
Caveator .....

Registered Proprietor WAITEMATA HEALTH LIMITED .....

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

Assistant / District Land Registrar of the  
District of ... *NORTH* ... *Auckland* ...

1052  
28.MAR.94 C 582654-1F  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND DISTRICT  
AND REGISTRAR  
*John Bouche*  
NORTH AUCKLAND DISTRICT  
NEW ZEALAND

D 036499. 11 TE

(18)

# **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*

93B	540	All	
-----	-----	-----	--

Transferor Surnames must be underlined

WAITEMATA HEALTH LIMITED ("Grantor")

Transferee Surnames must be underlined

TELECOM NEW ZEALAND LIMITED ("Grantee")

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

Easement in Gross for Telecommunication purposes  
(continued on p2 Annexure Schedule)      *X subject to caveat. Subject to caveat No CS82654.1*

Consideration

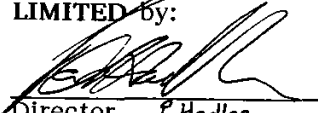
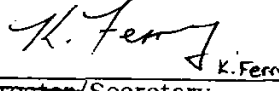
\$1.00

Operative Clause

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

Dated this 28<sup>th</sup> day of ~~June~~ May 1996.

Attestation

<p><b>WAITEMATA HEALTH LIMITED</b> by:</p>  Director F. Hadlee   Director/Secretary	<p>Signed in my presence by the Transferor Signature of Witness <u>J. W. Goodhue</u>  <b>Witness to complete in BLOCK letters</b>                  (unless typewritten or legibly stamped)                  Witness name <u>J. M. GOODHUE</u>                  Occupation <u>SECRETARY</u>                  Address <u>36B SEALY RD</u> Continued on p6 Annexure Schedule  <u>TORBAY, AUCKLAND</u></p>
Signature, or common seal of Transferor	

**Certified correct for the purposes of the Land Transfer Act 1952**  
 Certified that Part 11A of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.  
 Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1977.  
 (DELETE INAPPLICABLE CERTIFICATE)

  
Solicitor for the Transferee

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

1. **Grant of Easement**

1.1 The Grantor transfers and grants to the Grantee an easement in gross for telecommunication purposes for all time from the date of this instrument on the terms set out in the Schedule over that part of the Servient Land marked "AG", "N", "M", "K", "J" and "I" on Deposited Plan 156648 ("the **Easement Land**").

2. **The Grantor and the Grantee covenant as follows:**

2.1 The Grantee shall be responsible for:

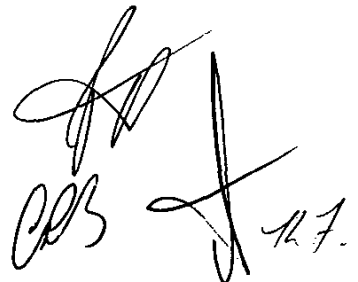
- (a) the installation of the line or works; and
- (b) using its best endeavours to prevent the lines or works becoming a danger or a nuisance.

2.2 All work authorised to be carried out by the Grantee pursuant to this easement shall be carried out as expeditiously as possible by the Grantee and shall do as little damage to the Easement Land as is reasonably possible consistent with the rights and privileges conferred by this instrument on the Grantee.

2.3 The Grantee will from time to time repair and make good all damage to fences, gates or erections upon the Servient Land directly caused by the Grantee carrying out any works in terms of clause 1 hereof.

2.4 The Grantor shall not without the written permission of the Grantee:

- (a) grow or permit to be grown any trees, shrubs or bushes of any description  
or
- (b) erect or permit to be erected any improvement or fences

Handwritten signatures and initials in black ink, including a large signature and the initials 'PS' and 'K.F.'.



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

on the Easement Land which will interfere with the rights granted by this easement and will not at any time hereafter do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted pursuant to this instrument are interfered with or affected.

2.5 This easement is not in substitution for and is without prejudice to such statutory rights and authorities as the Grantee may have from time to time in respect of the Servient Land.

2.6 Any dispute as to the terms or the interpretation of this grant or the liability of the parties will be determined by an arbitrator under the Arbitration Act 1908 (or any other arbitration statutes for the time being in force in New Zealand) and this clause shall be deemed to be a "submission" within the meaning of that Act.

3. **Definitions**

3.1 "**telecommunication**" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any electronic power supply whether underground or overground incidental to telecommunication;

"**line or lines**" means a wire or wires, cable or a conductor of any other kind (including a fibre optic cable) used or intended to be used for telecommunication and includes any pole, tower, mast, insulator, casing, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding, or protecting any such wire, wires, conductor, cable or fibre optic cable and also includes any part of a line and includes "existing lines" as defined by the Telecommunications Act 1987 and its amendments.

"**work**" or "**works**" includes a line and any instrument, tower, mast, radio apparatus comprising transmitters or receivers or a combination of both,

Handwritten signature and initials, possibly 'CPB' and 'JZF', in black ink.

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

furniture, plant, office, building, machinery, engine, excavation, or work of whatever description used for the purpose or in relation to or in any way connected with telecommunication and includes "existing works" as defined by the Telecommunications Act 1987 and its amendments.

**"Grantee"** means Telecom New Zealand Limited and Telecom Corporation of New Zealand Limited and includes each and all its subsidiary companies (within the meaning of Sections 5 and 6 of the Companies Act 1993 or any enactment in amendment or substitution of this section).

CSB [Signature] 27

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

**SCHEDULE**

The full free right, liberty and licence for all times hereafter for the Grantee, its engineers, surveyors, servants, agents, employees, workmen, contractors and invitees with or without vehicles laden or unladen and with materials, machinery and implements, from time to time and at all times:

- (a) to lay and maintain in and under the soil of the Easement Land or as the case may be erect, construct and maintain on and over the Easement Land a line, lines or works;
- (b) to enter and remain upon the Servient Land for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing or altering the line, lines or works as the case may be and opening up the soil of the Easement Land and to make any cuttings, fillings, grades, batters or trenches and to re-open the same and generally to do and perform such acts or things upon the Easement Land as may be necessary to enable the Grantee to receive the full free use and enjoyment of the rights and privileges granted under this instrument.
- (c) to use the line, lines or works for the purpose of telecommunication without interruption or impediment (except during any periods of inspection, repair, renewal, replacement or alteration).

**PROVIDED THAT** on completion of any work by the Grantee on the Easement Land pursuant to this easement requiring the Grantee to open up the land the Grantee shall restore the surface of the Easement Land as nearly as possible to its former condition and replace the soil at the surface and turf (if any) consolidated to its proper level.

Handwritten signature and initials in black ink, appearing to be 'CRB' followed by a large flourish and the initials 'ZT'.

CONSENT OF CAVEATOR

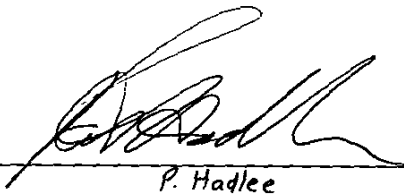
WAITEMATA HEALTH LIMITED The Caveator of the above land under and by virtue of Caveat No. C.55915-2 HEREBY CONSENTS to the within described easement.

582654-1-


DATED at Auckland this 12<sup>th</sup> day of June 1996

WAITEMATA HEALTH LIMITED

by:

  
\_\_\_\_\_  
P. Hadlee

Director

  
\_\_\_\_\_  
K. Ferry

Secretary

# TELECOM NEW ZEALAND LIMITED

## CERTIFICATE OF NON-REVOCATION

### OF POWER OF ATTORNEY

We: **KEITH JOSEPH EMERSON MITCHELL** and **CRAIG RITCHIE BONNINGTON**  
Commercial Manager, Property                      Regional Property Manager,  
Telecom New Zealand Limited                      Network Portfolio  
Telecom New Zealand Limited

hereby severally certify:

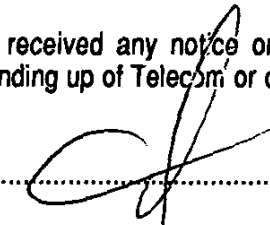
1. That by a Power of Attorney dated 23 March 1996, copies of which are deposited in the Land Transfer Offices at:

Auckland	as No C978294	Invercagill	as No 240333.1
Blenheim	as No 184932	Napier	as No 639132.1
Christchurch	as No A.230023/1	Nelson	as No 357222.1
Dunedin	as No 905246	New Plymouth	as No 430857
Gisborne	as No G.209398.1	Wellington	as No B511515.1
Hamilton	as No B.335198		
Hokitika	Lodged for registration		

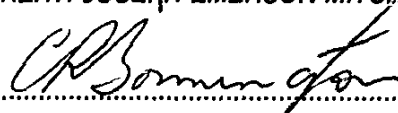
Telecom New Zealand Limited (Telecom) appointed as its Attorneys on the terms and subject to the conditions set out in the said Power of Attorney either:

- (a) any two of the following persons (and each and every person as may for the time being be acting as such): the General Manager, Logistics, Telecom; the National Property Manager, Telecom; the Commercial Manager, Property, Telecom; the Divisional Manager, Cellular Engineering, Telecom; the General Manager, Mobile Networks, Telecom; the Property Manager, Mobile Networks, Telecom; or
  - (b) any one of the persons referred to in paragraph (a) above together with any one of the following persons (and each and every person as may for the time being be acting as such): each Assistant Property Manager, Mobile Networks, Telecom; each Regional Property Manager, Network Portfolio, Telecom.
2. That we are employed by Telecom in the offices set out above under our respective names and as such are Attorneys for Telecom pursuant to the said Power of Attorney.
3. That at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up of Telecom or otherwise.

SIGNED at Auckland  
this 28 day of May 1996 )

  
.....  
KEITH JOSEPH EMERSON MITCHELL

SIGNED at Auckland  
this 28 day of May 1996 )

  
.....  
CRAIG RITCHIE BONNINGTON

Annexure Schedule

TRANSFER

Dated

28<sup>th</sup> ~~June~~ <sup>May</sup> 1994

Page

6

of

6

Pages

Signed for and on behalf of  
TELECOM NEW ZEALAND LIMITED by:

..... Attorney  
KEITH JOSEPH EMERSON MITCHELL

*C Bonnington* Attorney  
CRAIG RITCHIE BONNINGTON

Witness:

*Claire Jordan*

Full Name: Claire Marie Jordan

Occupation: Admin. Assistant

Address: Auckland

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.

*[Handwritten signatures and initials: J, CB, CMJ, CR, KI]*

Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

Land Transfer Act 1952

①

Law Firm Acting

Auckland District Law Society  
REF: 4135

CRB A/S 40



10.40 22.AUG96 D 026499  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH ISLAND  
ASST. LAND REGISTRAR

*Very*



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

D 036499.12 TE

(12)

# **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**

93B

542

All

**Transferor Surnames must be underlined**

NGATI WHATUA O ORAKEI MAORI TRUST BOARD    ("Grantor")

**Transferee Surnames must be underlined**

TELECOM NEW ZEALAND LIMITED    ("Grantee")

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

Easement in Gross for Telecommunication purposes  
(continued on p2 Annexure Schedule)

**Consideration**


\$1.00

**Operative Clause**

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

Dated this 20<sup>th</sup> day of May 19 96

**Attestation**

<p>NGATI WHATUA O ORAKEI MAORI TRUST BOARD</p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p>Signature, or common seal of Transferor</p>	<p>Signed in my presence by the Transferor</p> <p>Signature of Witness <i>[Signature]</i></p> <p><b>Witness to complete in BLOCK letters</b> (unless typewritten or legibly stamped)</p> <p>Witness name TRALEY PETERS</p> <p>Occupation Solicitor</p> <p>Address AUCKLAND.</p>	 <p>Continued on p6 Annexure Schedule</p>
---	---	---

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

Certified that Part 1A of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply  
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

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

1. **Grant of Easement**

1.1 The Grantor transfers and grants to the Grantee an easement in gross for telecommunication purposes for all time from the date of this instrument on the terms set out in the Schedule over that part of the Servient Land marked "X" on Deposited Plan 156648 ("the **Easement Land**").

2. **The Grantor and the Grantee covenant as follows:**

2.1 The Grantee shall be responsible for:

- (a) the installation of the line or works; and
- (b) using its best endeavours to prevent the lines or works becoming a danger or a nuisance.

2.2 All work authorised to be carried out by the Grantee pursuant to this easement shall be carried out as expeditiously as possible by the Grantee and shall do as little damage to the Easement Land as is reasonably possible consistent with the rights and privileges conferred by this instrument on the Grantee.

2.3 The Grantee will from time to time repair and make good all damage to fences, gates or erections upon the Servient Land directly caused by the Grantee carrying out any works in terms of clause 1 hereof.

2.4 The Grantor shall not without the written permission of the Grantee:

- (a) grow or permit to be grown any trees, shrubs or bushes of any description  
or
- (b) erect or permit to be erected any improvement or fences

*Handwritten signatures and initials:*  
Two signatures, one appearing to be "JH" and another more stylized signature, with the initials "JH" written below them.

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

on the Easement Land which will interfere with the rights granted by this easement and will not at any time hereafter do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted pursuant to this instrument are interfered with or affected.

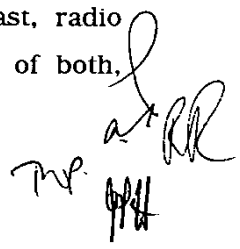
- 2.5 This easement is not in substitution for and is without prejudice to such statutory rights and authorities as the Grantee may have from time to time in respect of the Servient Land.
- 2.6 Any dispute as to the terms or the interpretation of this grant or the liability of the parties will be determined by an arbitrator under the Arbitration Act 1908 (or any other arbitration statutes for the time being in force in New Zealand) and this clause shall be deemed to be a "submission" within the meaning of that Act.

3. **Definitions**

- 3.1 **"telecommunication"** means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any electronic power supply whether underground or overground incidental to telecommunication;

**"line or lines"** means a wire or wires, cable or a conductor of any other kind (including a fibre optic cable) used or intended to be used for telecommunication and includes any pole, tower, mast, insulator, casing, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding, or protecting any such wire, wires, conductor, cable or fibre optic cable and also includes any part of a line and includes "existing lines" as defined by the Telecommunications Act 1987 and its amendments.

**"work"** or **"works"** includes a line and any instrument, tower, mast, radio apparatus comprising transmitters or receivers or a combination of both.



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

furniture, plant, office, building, machinery, engine, excavation, or work of whatever description used for the purpose or in relation to or in any way connected with telecommunication and includes "existing works" as defined by the Telecommunications Act 1987 and its amendments.

"**Grantee**" means Telecom New Zealand Limited and Telecom Corporation of New Zealand Limited and includes each and all its subsidiary companies (within the meaning of Sections 5 and 6 of the Companies Act 1993 or any enactment in amendment or substitution of this section).

Handwritten initials and signatures, including 'L at RR' and 'TWP JPH'.

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

**SCHEDULE**

The full free right, liberty and licence for all times hereafter for the Grantee, its engineers, surveyors, servants, agents, employees, workmen, contractors and invitees with or without vehicles laden or unladen and with materials, machinery and implements, from time to time and at all times:

- (a) to lay and maintain in and under the soil of the Easement Land or as the case may be erect, construct and maintain on and over the Easement Land a line, lines or works;
- (b) to enter and remain upon the Servient Land for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing or altering the line, lines or works as the case may be and opening up the soil of the Easement Land and to make any cuttings, fillings, grades, batters or trenches and to re-open the same and generally to do and perform such acts or things upon the Easement Land as may be necessary to enable the Grantee to receive the full free use and enjoyment of the rights and privileges granted under this instrument.
- (c) to use the line, lines or works for the purpose of telecommunication without interruption or impediment (except during any periods of inspection, repair, renewal, replacement or alteration).

**PROVIDED THAT** on completion of any work by the Grantee on the Easement Land pursuant to this easement requiring the Grantee to open up the land the Grantee shall restore the surface of the Easement Land as nearly as possible to its former condition and replace the soil at the surface and turf (if any) consolidated to its proper level.

*SR*  
*Two. JPH*

Annexure Schedule

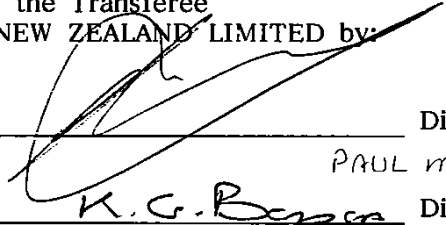
TRANSFER

Dated 20 May 1996

Page 6 of 6 Pages

Continuation of "Attestation"

SIGNED by the Transferee  
TELECOM NEW ZEALAND LIMITED by:



Director

PAUL MALCOLM GILLARD

K. G. Benson

Director/~~Secretary~~

KEN GEORGE BENSON

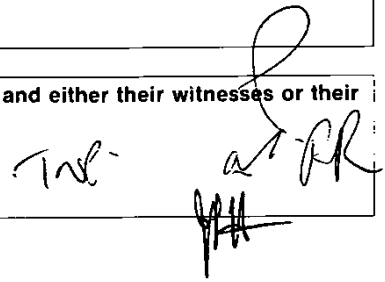
Witness to signature:

Signature of witness

Occupation

Address

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



Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

Land Transfer Act 1952

12

Law Firm Acting

Auckland District Law Society  
REF: 4135

ORSA/542

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10.40 22.AUG.96 D  
PARTICULARS ENTERED  
LAND REGISTRY NOR  
ASST. LAND REGISTRAR  
IN REGISTER  
AUCKLAND  
LAND REGISTRY

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



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(13)

# **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*

93B	541	ALL	
-----	-----	-----	--

Transferor Surnames must be underlined

HEALTH SUPPORT SERVICES LIMITED    at Auckland

Transferee Surnames must be underlined

CARRINGTON POLYTECHNIC ~~now known as~~ UNITEC - Institute of Technology ~~at Auckland~~

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

ELECTRICITY SUPPLY EASEMENT (continued on p2 Annexure Schedule)

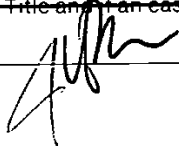
Consideration

\$1.00

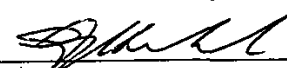
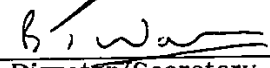
Operative Clause

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


Dated this 28<sup>th</sup> day of June 1996



Attestation

HEALTH SUPPORT SERVICES LIMITED by:   Director   Director/Secretary  Signature, or common seal of Transferor	Signed in my presence by the Transferor Signature of Witness <u>P.L. Cochrane</u> <b>Witness to complete in BLOCK letters</b> <i>(unless typewritten or legibly stamped)</i> Witness name    PATRICIA L. COCHRANE Occupation        SECRETARY Address             202 CAMPBELL ROAD GREENLANE, AUCKLAND
--	---

**Certified correct for the purposes of the Land Transfer Act 1952**  
 Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.  
 Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
 (DELETE INAPPLICABLE CERTIFICATE)

  
 Solicitor for the Transferee

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

1. **GRANT OF EASEMENT**


**Definitions**

1.1 For the purposes of this easement:

- (a) "**dominant tenement**" shall mean the land in CT 93B/539;
- (b) "**servient tenement**" shall mean the land in CT 93B/541.

**Grant**

1.2 The Transferor hereby grants to the Transferee the full, free, uninterrupted, and unrestricted right of the registered proprietor for the time being of the dominant tenement and the occupiers for the time being of the dominant tenement ("**Grantee**") (in common with the registered proprietor for the time being of the servient tenement and his servants, tenants, agents, workmen, licensees and invitees, ("**Grantor**") from time to time and at all times to convey electrical current in any quantity through cables under the surface of that portion of the servient tenement marked "AO" and "AZ" <sup>on DP 150648</sup> together with the additional rights incidental thereto set out in paragraph 2.1 below. *and*

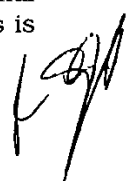
*The said easement shall be forever appurtenant to the dominant tenement* 

2. **TERMS OF AGREEMENT**

**Additional rights attaching to electric power easement**

2.1 The full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee (in common with the Grantor and any other person lawfully entitled so to do) for the purposes of the easements concerned:

- (a) To lay, place, and maintain, or to have laid, placed, and maintained, a line of cables of a sufficient capacity and of suitable material for the purpose under the servient tenement.
- (b) In order to construct or maintain the efficiency of any such cables the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the Grantee and the Grantee's tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, repairing, maintaining, and renewing the cables or any part thereof and of opening up the soil of the servient tenement to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the servient tenement and that the surface is restored as nearly as possible to its original condition any other damage done by reason of the aforesaid operations is required.



**3. TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF ANY OF THE ABOVE EASEMENTS**

3.1 In respect of the electric power easement on Deposited Plan 156648, the Grantee shall be entitled to exercise the rights and powers under the said easement only in accordance with the following restrictions:

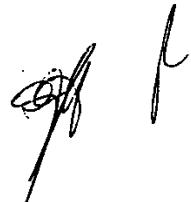
(a) The Grantee shall ensure that if any sealed part of the surface of the servient tenement is opened by the Grantee in exercise of the rights conferred by the easement, the substrata of the servient tenement shall be reinstated properly and compacted properly and the surface restored to a condition as near as possible to that which it was in immediately prior to commencement of the work.

(b) The Grantee shall carry out all work on the servient tenement in a proper and tradesmanlike manner at times and in a way which minimises interference with other users of the servient tenement.

3.2 In respect of the electric power easement, the Grantee shall keep the cables, pipes, mains and any associated plants and/or equipment places by or on behalf of the Grantee on or under the servient tenement for the purposes of any such easement in good and safe order and condition and shall meet all costs relating thereto.

3.3 If any repair or maintenance to that part of any servient tenement is rendered necessary by the act, neglect or default of the Grantee (including any person for whom that Grantee is responsible) then the Grantee shall promptly carry out such repair and maintenance and shall bear the whole costs of such work.

3.4 If the Grantee shall neglect or refuse to carry out or pay for, or as the case may be, neglect or refuse to join with any other liable parties in carrying out or paying for any work required in respect of the easements, pursuant to the provisions hereof, then the party who is willing to proceed may serve upon the Grantee a notice in writing requiring that the Grantee join in, carry out or pay for, as the case may be, such work within seven days from the date of service of such notice. On the expiry of such notice if the Grantee still neglects or refuses to join in, carry out or pay for the required work then the party willing to proceed may perform and execute or pay for, as the case may be, the necessary works and for that purpose may enter into and upon the servient tenement and thereon do and perform and execute the necessary work. The Grantee upon demand shall pay to the party who has carried out or paid for the work, the costs of the notice and the Grantee's appropriate proportion of the costs of carrying out or paying for the work and in case of failure to make such payment the same shall be recoverable by action at law as a liquidated debt.



**CONSENT OF CAVEATOR**

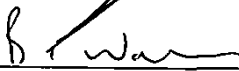
**HEALTH SUPPORT SERVICES LIMITED** the Caveator of the above land under and by virtue of Caveat No. C.557018.1 **HEREBY CONSENTS** to the within described easement.

**DATED** at Auckland this 28<sup>th</sup> day of June 1996

**HEALTH SUPPORT SERVICES LIMITED**

by:

  
\_\_\_\_\_  
Director

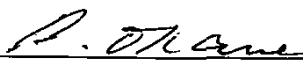
  
\_\_\_\_\_  
Director/Secretary


**TAYLORS GROUP LIMITED** the Caveator of the above land under and by virtue of Caveat No.694218.1 **HEREBY CONSENTS** to the within described easement.

**DATED** at Auckland this 28<sup>th</sup> day of June 1996

**TAYLORS GROUP LIMITED**

by:

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/Secretary

Annexure Schedule

TRANSFER

Dated

28 June 1996

Page

4

of

4

Pages

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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.

*[Handwritten signature]*

Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

Land Transfer Act 1952



Law Firm Acting

Auckland District Law Society  
REF: 4135

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

936/539



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**TRANSFER**

**Land Transfer Act 1952**

X

**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*

93B	540	All	
-----	-----	-----	--

Transferor Surnames must be underlined

WAITEMATA HEALTH LIMITED ✓

Transferee Surnames must be underlined

NGATI WHATUA O ORAKEI MAORI TRUST BOARD ✓

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

Gas Supply Easement (continued on p2 Annexure Schedule)

*Subject to Caveat C 582654 / [Signature]*

Consideration

\$1.00

Operative Clause

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

Dated this 28<sup>th</sup> day of June 1996

Attestation

WAITEMATA HEALTH LIMITED by

Director

Director/Secretary

Signature, or common seal of Transferor

Signed in my presence by the Transferor  
Signature of Witness

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

Witness name PETER JAINÉ

Occupation PROPERTY MANAGER

Address 31 COMMODORE DR  
MT ROSS

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part 11A of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply  
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Creque Duties Act 1971.  
(DELETE INAPPLICABLE CERTIFICATE)

[Signature]  
Solicitor for the Transferee



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

1. **GRANT OF EASEMENT**

**Definitions**

1.1 For the purposes of this easement:

(a) "**dominant tenement**" shall mean the land in CT 93B/542;

(b) "**servient tenement**" shall mean the land in CT 93B/540.

**Grant**

1.2 The Transferor hereby grants to the Transferee the full, free, uninterrupted, and unrestricted right of the registered proprietor for the time being of the dominant tenement and the occupiers for the time being of the dominant tenement ("**Grantee**") (in common with the registered proprietor for the time being of the servient tenement and his servants, tenants, agents, workmen, licensees and invitees, ("**Grantor**") from time to time and at all times to take, convey and lead gas under and over that portion of the servient tenement marked "AJ", "AI", "K", "J" and "AM" <sup>on DP 155648</sup> in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of other persons having the same or similar rights and the source of supply together with the additional rights incidental thereto as set out in paragraph 2.1 below.



*And the said easement shall be forever appurtenant to the dominant tenement Yhm.*

2. **TERMS OF AGREEMENT**

**Additional rights attaching to gas supply easement**

2.1 The full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee and the Grantee's tenants (in common with the Grantor, and the Grantor's tenants, licensees and invitees, and any other person lawfully entitled so to do) for the purposes of the easement concerned:

(a) Laying out, excavating, filling and covering trenches in and across the servient tenement and at anytime thereafter re-opening or re-excavating the same.

(b) Laying within the servient tenement any such trenches at such depth and in such manner as the Grantee shall think fit, underground pipes, mains or other conductors of gas and other equipment (if necessary) within which the Grantee may desire to enclose the same.

(c) Inspecting, altering, repairing, renewing and relaying or otherwise maintaining such pipes, mains or other conductors of gas and other equipment (if any) and enclosing the same.



- (d) Subject to the restrictions hereinafter appearing, placing on the surface of the servient tenement equipment, plant or machinery necessary for the purposes of the easement hereby granted.
- (e) Doing and carrying out on the servient tenement strip all and any such acts, matters or things as the Grantee may consider necessary or desirable for the achievement of any of the purposes of the supply of gas to the dominant tenement.

**3. TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF ANY OF THE ABOVE EASEMENTS**

- 3.1 In respect of the gas supply easement on Deposited Plan 156648, the Grantee shall be entitled to exercise the rights and powers under the said easement only in accordance with the following restrictions:
  - (a) The Grantee shall ensure that if any sealed part of the surface of the servient tenement is opened by the Grantee in exercise of the rights conferred by the easement, the substrata of the servient tenement shall be reinstated properly and compacted properly and the surface restored to a condition as near as possible to that which it was in immediately prior to commencement of the work.
  - (b) The Grantee shall carry out all work on the servient tenement in a proper and tradesmanlike manner at times and in a way which minimises interference with other users of the servient tenement.
- 3.2 In respect of the gas supply easement, the Grantee shall keep the cables, pipes, mains and any associated plants and/or equipment places by or on behalf of the Grantee on or under the servient tenement for the purposes of any such easement in good and safe order and condition and shall meet all costs relating thereto.
- 3.3 If any repair or maintenance to that part of any servient tenement is rendered necessary by the act, neglect or default of the Grantee (including any person for whom that Grantee is responsible) then the Grantee shall promptly carry out such repair and maintenance and shall bear the whole costs of such work.
- 3.4 If the Grantee shall neglect or refuse to carry out or pay for, or as the case may be neglect or refuse to join with any other liable parties in carrying out or paying for any work required in respect of the easements, pursuant to the provisions hereof, then the party who is willing to proceed may serve upon the Grantee a notice in writing requiring that the Grantee join in, carry out or pay for, as the case may be, such work within seven days from the date of service of such notice. On the expiry of such notice if the Grantee still neglects or refuses to join in, carry out or pay for the required work then the party willing to proceed may perform and execute or pay for, as the case may be, the necessary works and for that purpose may enter into and upon the servient tenement and thereon do and perform and execute the necessary work. The Grantee upon demand shall pay to the party who has carried out or paid for the work, the costs of the notice and the Grantee's appropriate proportion of the costs of carrying out or paying for the work and in case of failure to make such payment the same shall be recoverable by action at law as a liquidated debt.



**CONSENT OF CAVEATOR**

**WAITEMATA HEALTH LIMITED** the Caveator of the above land under and by virtue of  
Caveat No. C.55915.2 **HEREBY CONSENTS** to the within described easement.

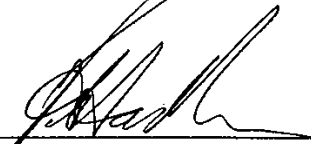
AK

582654.1

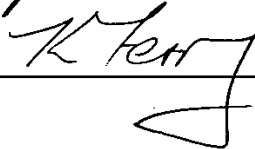
**DATED** at Auckland this 28<sup>th</sup> day of June 1996

**WAITEMATA HEALTH LIMITED**

by:

  
\_\_\_\_\_

Director

  
\_\_\_\_\_

Director/Secretary

Annexure Schedule

TRANSFER

Dated

28 June 1996

Page

4

of

4

Pages

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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.

*[Handwritten signature]*

Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

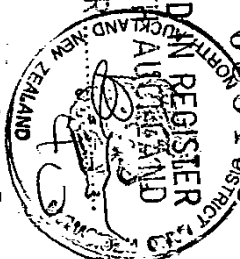
Land Transfer Act 1952

14

Law Firm Acting

Auckland District Law Society  
REF 4135

10.40 22.AUG96 D 036409.14  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND  
ASST. LAND REGISTRAR



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



D 036499.15 TE

(15)

# 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*

93B	540	All	
-----	-----	-----	--

Transferor Surnames must be underlined

Waitemata Health Limited

Transferee Surnames must be underlined

Health Support Services Limited

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

Gas Supply Easement (continued on P2 Annexure Schedule)  
*Subject to Covenants C 582654.1*

Consideration

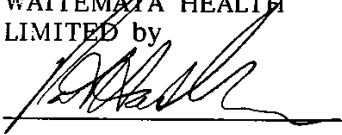

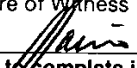
\$1.00

Operative Clause

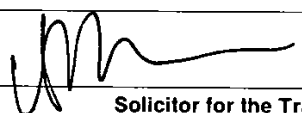
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created: described above.

Dated this 28<sup>th</sup> day of June 1996.

Attestation

WAITEMATA HEALTH LIMITED by  Director  Director/Secretary Signature, or common seal of Transferor	Signed in my presence by the Transferor Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name PETER JANE Occupation PROPERTY MANAGER Address 31 WIMBORNE AV MT ROSS HILL
--	---

**Certified correct for the purposes of the Land Transfer Act 1952**  
 Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply  
 Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
 (DELETE INAPPLICABLE CERTIFICATE)

  
 Solicitor for the Transferee

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

1. GRANT OF EASEMENT

Definitions

1.1 For the purposes of this easement:

- (a) "dominant tenement" shall mean the land in CT 93B/541;
- (b) "servient tenement" shall mean the land in CT 93B/540.

Grant

1.2 The Transferor hereby grants to the Transferee the full, free, uninterrupted, and unrestricted right of the registered proprietor for the time being of the dominant tenement and the occupiers for the time being of the dominant tenement ("Grantee") (in common with the registered proprietor for the time being of the servient tenement and his servants, tenants, agents, workmen, licensees and invitees, ("Grantor")) from time to time and at all times to take, convey and lead gas under and over that portion of the servient tenement marked "AE", "AF", "AG", "N", "AH", "K", "AI" & "AJ" <sup>on DP 156048</sup> in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of other persons having the same or similar rights and the source of supply together with the additional rights incidental thereto as set out in paragraph 2.1 below.

*And the said easement shall be forever appurtenant to the dominant tenement.*

2. TERMS OF AGREEMENT

Additional rights attaching to gas supply easement

2.1 The full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee and the Grantee's tenants (in common with the Grantor, and the Grantor's tenants, licensees and invitees, and any other person lawfully entitled so to do) for the purposes of the easement concerned:

- (a) Laying out, excavating, filling and covering trenches in and across the servient tenement and at anytime thereafter re-opening or re-excavating the same.
- (b) Laying within the servient tenement any such trenches at such depth and in such manner as the Grantee shall think fit, underground pipes, mains or other conductors of gas and other equipment (if necessary) within which the Grantee may desire to enclose the same.
- (c) Inspecting, altering, repairing, renewing and relaying or otherwise maintaining such pipes, mains or other conductors of gas and other equipment (if any) and enclosing the same.



- (d) Subject to the restrictions hereinafter appearing, placing on the surface of the servient tenement equipment, plant or machinery necessary for the purposes of the easement hereby granted.
- (e) Doing and carrying out on the servient tenement strip all and any such acts, matters or things as the Grantee may consider necessary or desirable for the achievement of any of the purposes of the supply of gas to the dominant tenement.

**3. TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF ANY OF THE ABOVE EASEMENTS**

3.1 In respect of the gas supply easement on Deposited Plan 156648, the Grantee shall be entitled to exercise the rights and powers under the said easement only in accordance with the following restrictions:

- (a) The Grantee shall ensure that if any sealed part of the surface of the servient tenement is opened by the Grantee in exercise of the rights conferred by the easement, the substrata of the servient tenement shall be reinstated properly and compacted properly and the surface restored to a condition as near as possible to that which it was in immediately prior to commencement of the work.
- (b) The Grantee shall carry out all work on the servient tenement in a proper and tradesmanlike manner at times and in a way which minimises interference with other users of the servient tenement.

3.2 In respect of the gas supply easement, the Grantee shall keep the cables, pipes, mains and any associated plants and/or equipment places by or on behalf of the Grantee on or under the servient tenement for the purposes of any such easement in good and safe order and condition and shall meet all costs relating thereto.

3.3 If any repair or maintenance to that part of any servient tenement is rendered necessary by the act, neglect or default of the Grantee (including any person for whom that Grantee is responsible) then the Grantee shall promptly carry out such repair and maintenance and shall bear the whole costs of such work.

3.4 If the Grantee shall neglect or refuse to carry out or pay for, or as the case may be neglect or refuse to join with any other liable parties in carrying out or paying for any work required in respect of the easements, pursuant to the provisions hereof, then the party who is willing to proceed may serve upon the Grantee a notice in writing requiring that the Grantee join in, carry out or pay for, as the case may be, such work within seven days from the date of service of such notice. On the expiry of such notice if the Grantee still neglects or refuses to join in, carry out or pay for the required work then the party willing to proceed may perform and execute or pay for, as the case may be, the necessary works and for that purpose may enter into and upon the servient tenement and thereon do and perform and execute the necessary work. The Grantee upon demand shall pay to the party who has carried out or paid for the work, the costs of the notice and the Grantee's appropriate proportion of the costs of carrying out or paying for the work and in case of failure to make such payment the same shall be recoverable by action at law as a liquidated debt.

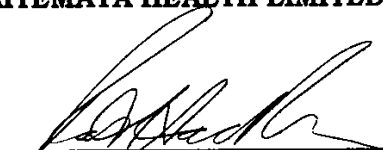
**CONSENT OF CAVEATOR**

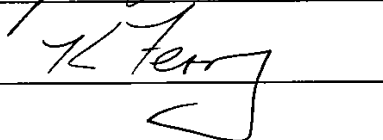
**WAITEMATA HEALTH LIMITED** the Caveator of the above land under and by virtue of  
Caveat No. ~~C.55915-2~~ **HEREBY CONSENTS** to the within described easement.  
582654.1

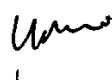
**DATED** at Auckland this 28<sup>m</sup> day of June 1996

**WAITEMATA HEALTH LIMITED**

by:

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/Secretary



Annexure Schedule

TRANSFER

Dated

28 June 1996

Page

4

of

4

Pages

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



Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

Land Transfer Act 1952

15

Law Firm Acting

Auckland District Law Society  
REF: 4135

10.40 22.AUG96 D  
PARTICULARS ENTERED  
LAND REGISTRY NORTH  
ASST. LAND REGISTRAR  
93/54  
SUC



10/2/96

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(except for "Law Firm Acting")



**D 036499.16 TE**

(16)

# **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*

93B	540	All	
-----	-----	-----	--

Transferor Surnames must be underlined

Waitemata Health Limited ✓

Transferee Surnames must be underlined

~~Carrington Polytechnic~~ UNITEC - Institute of Technology ✓

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

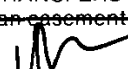
Electricity Supply Easement and Gas Supply Easement (continued on p2 Annexure Schedule)

*Subject to Canal C. 582654-1*

Consideration

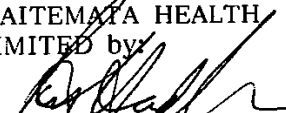
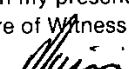
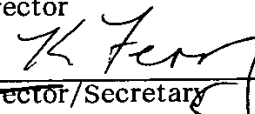
\$1.00

Operative Clause

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

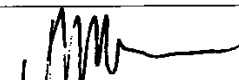
Dated this 28<sup>th</sup> day of June 1996

Attestation

WAITEMATA HEALTH LIMITED by 	Signed in my presence by the Transferor
Director	Signature of Witness 
Director/Secretary 	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
Signature, or common seal of Transferor	Witness name <u>PETER JAINÉ</u>
	Occupation <u>PROPERTY MANAGER</u>
	Address <u>31 WINDSOR AV</u> <u>MT ROSSALL.</u>

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

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply. Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971. (DELETE IN APPLICABLE CERTIFICATE)



Solicitor for the Transferee

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

1. GRANT OF EASEMENT

Definitions

1.1 For the purposes of this easement:

(a) "dominant tenement" shall mean the land in CT 93B/539;

(b) "servient tenement" shall mean the land in CT 93B/540.

Grant

1.2 The Transferor hereby grants to the Transferee the full, free, uninterrupted, and unrestricted right of the registered proprietor for the time being of the dominant tenement and the occupiers for the time being of the dominant tenement ("Grantee") (in common with the registered proprietor for the time being of the servient tenement and his servants, tenants, agents, workmen, licensees and invitees, ("Grantor")) from time to time and at all times to:

*th* (a) convey electrical current in any quantity through cables under the surface of that portion of the servient tenement marked "AL", "AN" and "AE" <sup>on DP 156648</sup> together with the additional rights incidental thereto set out in paragraph 2.1 below;

*th* (b) take, convey and lead gas under and over that portion of the servient tenement marked "AJ", "AK" and "AL" <sup>on DP 156648</sup> in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of other persons having the same or similar rights and the source of supply together with the additional rights incidental thereto as set out in paragraph 2.2 below.

*and the said easements shall be forever appurtenant to the dominant tenement*

2. TERMS OF AGREEMENT

Additional rights attaching to electric power easement

2.1 The full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee (in common with the Grantor and any other person lawfully entitled so to do) for the purposes of the easements concerned:

(a) To lay, place, and maintain, or to have laid, placed, and maintained, a line of cables of a sufficient capacity and of suitable material for the purpose under the servient tenement.

(b) In order to construct or maintain the efficiency of any such cables the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the Grantee and the Grantee's tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, repairing, maintaining, and renewing the cables or any part thereof and of

*th*

opening up the soil of the servient tenement to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the servient tenement and that the surface is restored as nearly as possible to its original condition any other damage done by reason of the aforesaid operations is required.

**Additional rights attaching to gas supply easement**

- 2.2 The full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee and the Grantee's tenants (in common with the Grantor, and the Grantor's tenants, licensees and invitees, and any other person lawfully entitled so to do) for the purposes of the easement concerned:
- (a) Laying out, excavating, filling and covering trenches in and across the servient tenement and at anytime thereafter re-opening or re-excavating the same.
  - (b) Laying within the servient tenement any such trenches at such depth and in such manner as the Grantee shall think fit, underground pipes, mains or other conductors of gas and other equipment (if necessary) within which the Grantee may desire to enclose the same.
  - (c) Inspecting, altering, repairing, renewing and relaying or otherwise maintaining such pipes, mains or other conductors of gas and other equipment (if any) and enclosing the same.
  - (d) Subject to the restrictions hereinafter appearing, placing on the surface of the servient tenement equipment, plant or machinery necessary for the purposes of the easement hereby granted.
  - (e) Doing and carrying out on the servient tenement strip all and any such acts, matters or things as the Grantee may consider necessary or desirable for the achievement of any of the purposes of the supply of gas to the dominant tenement.

**3. TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF ANY OF THE ABOVE EASEMENTS**

- 3.1 In respect of the electric power and gas supply easements on Deposited Plan 156648, the Grantee shall be entitled to exercise the rights and powers under the said easement only in accordance with the following restrictions:
- (a) The Grantee shall ensure that if any sealed part of the surface of the servient tenement is opened by the Grantee in exercise of the rights conferred by the easement, the substrata of the servient tenement shall be reinstated properly and compacted properly and the surface restored to a condition as near as possible to that which it was in immediately prior to commencement of the work.
  - (b) The Grantee shall carry out all work on the servient tenement in a proper and tradesmanlike manner at times and in a way which minimises interference with other users of the servient tenement.





- 3.2 In respect of the electric power easement and gas supply easement, the Grantee shall keep the cables, pipes, mains and any associated plants and/or equipment places by or on behalf of the Grantee on or under the servient tenement for the purposes of any such easement in good and safe order and condition and shall meet all costs relating thereto.
- 3.3 If any repair or maintenance to that part of any servient tenement is rendered necessary by the act, neglect or default of the Grantee (including any person for whom that Grantee is responsible) then the Grantee shall promptly carry out such repair and maintenance and shall bear the whole costs of such work.
- 3.4 If the Grantee shall neglect or refuse to carry out or pay for, or as the case may be neglect or refuse to join with any other liable parties in carrying out or paying for any work required in respect of the easements, pursuant to the provisions hereof, then the party who is willing to proceed may serve upon the Grantee a notice in writing requiring that the Grantee join in, carry out or pay for, as the case may be, such work within seven days from the date of service of such notice. On the expiry of such notice if the Grantee still neglects or refuses to join in, carry out or pay for the required work then the party willing to proceed may perform and execute or pay for, as the case may be, the necessary works and for that purpose may enter into and upon the servient tenement and thereon do and perform and execute the necessary work. The Grantee upon demand shall pay to the party who has carried out or paid for the work, the costs of the notice and the Grantee's appropriate proportion of the costs of carrying out or paying for the work and in case of failure to make such payment the same shall be recoverable by action at law as a liquidated debt.

*UPM*

**CONSENT OF CAVEATOR**

**WAITEMATA HEALTH LIMITED** the Caveator of the above land under and by virtue of  
Caveat No. C: ~~58915.2~~ **HEREBY CONSENTS** to the within described easement.

*582654.1*

**DATED** at Auckland this *28<sup>m</sup>* day of *June* 1996

**WAITEMATA HEALTH LIMITED**

by:

  
\_\_\_\_\_  
Director

*K Ferry*  
\_\_\_\_\_  
~~Director/Secretary~~

*[Handwritten mark]*

Annexure Schedule

TRANSFER

Dated

28 June 1996

Page

5

of

5

Pages

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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.

*[Handwritten signature]*

Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

Land Transfer Act 1952

16

Law Firm Acting

Auckland District Law Society  
REF: 4135

QRPA/54D  
539

10.40 22.AUG96 D  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND  
ASST. LAND REGISTRAR



1 copy only

16

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(except for "Law Firm Acting")



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(17)

# TRANSFER

Land Transfer Act 1952

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**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*

93B	542	ALL	
-----	-----	-----	--

Transferor Surnames must be underlined

NGATI WHATUA O ORAKEI MAORI TRUST BOARD at Auckland

Transferee Surnames must be underlined

~~CARRINGTON POLYTECHNIC~~ now known as UNITEC - Institute of Technology at Auckland

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

ELECTRICITY SUPPLY EASEMENT AND WATER SUPPLY EASEMENT (continued on p2 Annexure Schedule)

Consideration

\$1.00

Operative Clause

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

Dated this 28<sup>th</sup> day of June 1996

Attestation

NGATI WHATUA O ORAKEI MAORI TRUST BOARD by:

Signed in my presence by the Transferor  
Signature of Witness

*[Handwritten signature]*

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

*[Handwritten signature]*

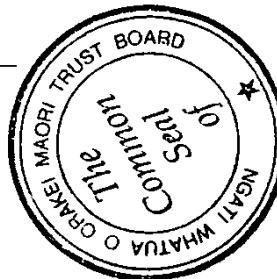
Witness name TRACEY PETERS

*[Handwritten signature]*

Occupation Solicitor

Address Auckland

Signature, or common seal of Transferor



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

Certified that Part I A of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.  
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
(DELETE INAPPLICABLE CERTIFICATE)

*[Handwritten signature]*  
Solicitor for the Transferee

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

**1. GRANT OF EASEMENT**

**Definitions**

1.1 For the purposes of this easement:

- (a) "**dominant tenement**" shall mean the land in CT 93B/539;
- (b) "**servient tenement**" shall mean the land in CT 93B/542.

**Grant**

1.2 The Transferor hereby grants to the Transferee the full, free, uninterrupted, and unrestricted right of the registered proprietor for the time being of the dominant tenement and the occupiers for the time being of the dominant tenement ("**Grantee**") (in common with the registered proprietor for the time being of the servient tenement and his servants, tenants, agents, workmen, licensees and invitees, ("**Grantor**")) from time to time and at all times to:

- (a) convey electrical current in any quantity through cables under the surface of that portion of the servient tenement marked "AP" <sup>on DP 135648</sup> together with the additional rights incidental thereto set out in paragraph 2.1 below;
- (b) take, convey and lead water under and over that portion of the servient tenement marked "AV" <sup>on DP 135648</sup> in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of other persons having the same or similar rights and the source of supply together with the additional rights incidental thereto as set out in paragraph 2.2 below.

*and the said easements shall be forever appurtenant to the dominant tenement*

**2. TERMS OF AGREEMENT**

**Additional rights attaching to electric power easement**

2.1 The full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee (in common with the Grantor and any other person lawfully entitled so to do) for the purposes of the easements concerned:

- (a) To lay, place, and maintain, or to have laid, placed, and maintained, a line of cables of a sufficient capacity and of suitable material for the purpose under the servient tenement.
- (b) In order to construct or maintain the efficiency of any such cables the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the Grantee and the Grantee's tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, repairing, maintaining, and renewing the cables or any part thereof and of

*[Handwritten signatures]*

opening up the soil of the servient tenement to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the servient tenement and that the surface is restored as nearly as possible to its original condition any other damage done by reason of the aforesaid operations is required.

**Additional rights attaching to water easement**

- 2.2 The full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee and the Grantee's tenants (in common with the Grantor, and the Grantor's tenants, licensees and invitees, and any other person lawfully entitled so to do) for the purposes of the easement concerned:
- (a) Laying out, excavating, filling and covering trenches in and across the servient tenement and at anytime thereafter re-opening or re-excavating the same.
  - (b) Laying within the servient tenement any such trenches at such depth and in such manner as the Grantee shall think fit, underground pipes, mains or other conductors of water and other equipment (if necessary) within which the Grantee may desire to enclose the same.
  - (c) Inspecting, altering, repairing, renewing and relaying or otherwise maintaining such pipes, mains or other conductors of water and other equipment (if any) and enclosing the same.
  - (d) Subject to the restrictions hereinafter appearing, placing on the surface of the servient tenement equipment, plant or machinery necessary for the purposes of the easement hereby granted.
  - (e) Doing and carrying out on the servient tenement strip all and any such acts, matters or things as the Grantee may consider necessary or desirable for the achievement of any of the purposes of the supply of water to the dominant tenement.

**3. TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF ANY OF THE ABOVE EASEMENTS**

- 3.1 In respect of the electric power and water easements on Deposited Plan 156648, the Grantee shall be entitled to exercise the rights and powers under the said easement only in accordance with the following restrictions:
- (a) The Grantee shall ensure that if any sealed part of the surface of the servient tenement is opened by the Grantee in exercise of the rights conferred by the easement, the substrata of the servient tenement shall be reinstated properly and compacted properly and the surface restored to a condition as near as possible to that which it was in immediately prior to commencement of the work.
  - (b) The Grantee shall carry out all work on the servient tenement in a proper and tradesmanlike manner at times and in a way which minimises interference with other users of the servient tenement.

T.M.T.  
APH  
RB



- 3.2 In respect of the electric power easement and water easement, the Grantee shall keep the cables, pipes, mains and any associated plants and/or equipment places by or on behalf of the Grantee on or under the servient tenement for the purposes of any such easement in good and safe order and condition and shall meet all costs relating thereto.
- 3.3 If any repair or maintenance to that part of any servient tenement is rendered necessary by the act, neglect or default of the Grantee (including any person for whom that Grantee is responsible) then the Grantee shall promptly carry out such repair and maintenance and shall bear the whole costs of such work.
- 3.4 If the Grantee shall neglect or refuse to carry out or pay for, or as the case may be neglect or refuse to join with any other liable parties in carrying out or paying for any work required in respect of the easements, pursuant to the provisions hereof, then the party who is willing to proceed may serve upon the Grantee a notice in writing requiring that the Grantee join in, carry out or pay for, as the case may be, such work within seven days from the date of service of such notice. On the expiry of such notice if the Grantee still neglects or refuses to join in, carry out or pay for the required work then the party willing to proceed may perform and execute or pay for, as the case may be, the necessary works and for that purpose may enter into and upon the servient tenement and thereon do and perform and execute the necessary work. The Grantee upon demand shall pay to the party who has carried out or paid for the work, the costs of the notice and the Grantee's appropriate proportion of the costs of carrying out or paying for the work and in case of failure to make such payment the same shall be recoverable by action at law as a liquidated debt.

TAP  
JAH  
at  
RR

Annexure Schedule

TRANSFER

Dated

28 June 1996

Page

5

of

5

Pages

[Empty rectangular area for signatures or initials]

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.

TWP

ac

JPH

Rb

Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

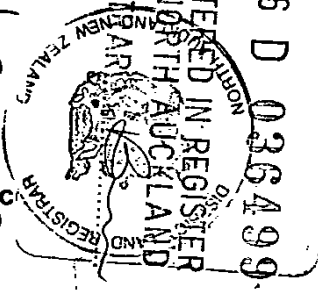
Land Transfer Act 1952

D

Law Firm Acting

Auckland District Law Society  
REF. 4135

10.40 22.AUG96 D 036499  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND  
ASST. LAND REGISTRAR  
10/31/542  
539



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



D 036499. 19 TE

19

**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*

93B	539	All	
-----	-----	-----	--

Transferor Surnames must be underlined

UNITEC - Institute of Technology

Transferee Surnames must be underlined

WAITEMATA HEALTH LIMITED

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

STEAM SUPPLY EASEMENT (continued on p2 Annexure Schedule)  
*CT 938/540 Subject to caveat C 582654-1*

Consideration

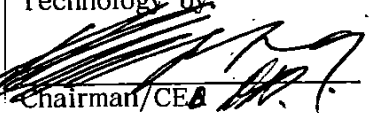

\$1.00

Operative Clause

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

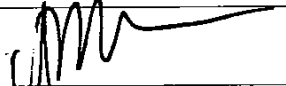
Dated this *27th* day of *June* 19*96*

Attestation

UNITEC - Institute of Technology by:  Chairman/CEA Full name: <i>Ronald Keith ARISTON</i> Secretary <i>Owen Trevor Buxton</i> Full name: <i>Owen Trevor Buxton</i> Signature of Common seal of Transferor	Signed in my presence by the Transferor Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name <i>LEIGH SOMERVILLE</i> Occupation <i>PERSONAL ASSISTANT</i> Address <i>41 ZITA MARIA DR, MASSEX, AUCKLAND</i>
--	--

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 IN APPLICABLE CERTIFICATE)



Solicitor for the Transferee

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

**1. GRANT OF EASEMENT**

**Definitions**

1.1 For the purposes of this easement:

- (a) "**dominant tenement**" shall mean the land in CT 93B/540;
- (b) "**servient tenement**" shall mean the land in CT 93B/539.

**Grant**

1.2 The Transferor hereby grants to the Transferee the full, free, uninterrupted, and unrestricted right of the registered proprietor for the time being of the dominant tenement and the occupiers for the time being of the dominant tenement ("**Grantee**") (in common with the registered proprietor for the time being of the servient tenement and his servants, tenants, agents, workmen, licensees and invitees, ("**Grantor**")) from time to time and at all times to take, convey and lead steam under and over that portion of the servient tenement marked "AT", "BA", "AQ", "V" and "AR" on Deposited Plan 156648 in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of other persons having the same or similar rights and the source of supply together with the additional rights incidental thereto as set out in paragraph 2.1 below. *and the said easement shall be forever appurtenant to the Dominant Tenement yours*

**2. TERMS OF AGREEMENT**

**Additional rights attaching to steam supply easement**

2.1 The full, free, uninterrupted and unrestricted right, liberty, and privilege for the Grantee and the Grantee's tenants (in common with the Grantor, and the Grantor's tenants, licensees and invitees, and any other person lawfully entitled so to do) for the purposes of the easement concerned:

- (a) Laying out, excavating, filling, and covering trenches in and across the servient tenement and at anytime thereafter re-opening or re-excavating the same.
- (b) Laying within the servient tenement any such trenches at such depth and in such manner as the Grantee shall think fit, underground pipes, mains or other conductors of steam and other equipment (if necessary) within which the Grantee may desire to enclose the same.
- (c) Inspecting, altering, repairing, renewing and relaying or otherwise maintaining such pipes, mains or other conductors of steam and other equipment (if any) and enclosing the same.

*Open*  
*2003*  
*PAJ*

- (d) Subject to the restrictions hereinafter appearing, placing on the surface of the servient tenement equipment, plant or machinery necessary for the purposes of the easement hereby granted.
- (e) Doing and carrying out on the servient tenement strip all and any such acts, matters or things as the Grantee may consider necessary or desirable for the achievement of any of the purposes of the supply of steam to the dominant tenement.

**3. TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF ANY OF THE ABOVE EASEMENTS**

- 3.1 In respect of the steam supply easement on Deposited Plan 156648, the Grantee shall be entitled to exercise the rights and powers under the said easement only in accordance with the following restrictions:
  - (a) The Grantee shall ensure that if any sealed part of the surface of the servient tenement is opened by the Grantee in exercise of the rights conferred by the easement, the substrata of the servient tenement shall be reinstated properly and compacted properly and the surface restored to a condition as near as possible to that which it was in immediately prior to commencement of the work.
  - (b) The Grantee shall carry out all work on the servient tenement in a proper and tradesmanlike manner at times and in a way which minimises interference with other users of the servient tenement.
- 3.2 In respect of the steam supply easement, the Grantee shall keep the cables, pipes, mains and any associated plants and/or equipment places by or on behalf of the Grantee on or under the servient tenement for the purposes of any such easement in good and safe order and condition and shall meet all costs relating thereto.
- 3.3 If any repair or maintenance to that part of any servient tenement is rendered necessary by the act, neglect or default of the Grantee (including any person for whom that Grantee is responsible) then the Grantee shall promptly carry out such repair and maintenance and shall bear the whole costs of such work.
- 3.4 If the Grantee shall neglect or refuse to carry out or pay for, or as the case may be neglect or refuse to join with any other liable parties in carrying out or paying for any work required in respect of the easements, pursuant to the provisions hereof, then the party who is willing to proceed may serve upon the Grantee a notice in writing requiring that the Grantee join in, carry out or pay for, as the case may be, such work within seven days from the date of service of such notice. On the expiry of such notice if the Grantee still neglects or refuses to join in, carry out or pay for the required work then the party willing to proceed may perform and execute or pay for, as the case may be, the necessary works and for that purpose may enter into and upon the servient tenement and thereon do and perform and execute the necessary work. The Grantee upon demand shall pay to the party who has carried out or paid for the work, the costs of the notice and the Grantee's appropriate proportion of the costs of carrying out or paying for the work and in case of failure to make such payment the same shall be recoverable by action at law as a liquidated debt.

*[Handwritten signatures]*

)  
Annexure Schedule

☐  
**TRANSFER**

Dated

27 June 1996

Page

4

of

4

Pages

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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.

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Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

Land Transfer Act 1952

109

Law Firm Acting

Auckland District Law Society  
REF: 4135

10.40 22.AUG96 D 036499.19  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND  
ASST. LAND REGISTRAR



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



**Memorandum of Transfer  
Creating Electricity Easement In Gross**

8

**D 036499.8 TE**

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

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

**WHEREAS NGATI WHATUA O ORAKEI MAORI TRUST BOARD (hereinafter called "the Grantor") is registered as proprietor of an estate in fee simple subject however to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in all that parcel of land situated in the Land District of North Auckland containing 3.5350 hectares more or less being Lot 4 Deposited Plan 156226 and being part Allotments 30 and 31 Parish of Titirangi and being the land comprised and described in Certificate of Title 93B/542 (North Auckland Registry) SUBJECT TO: 1. C.489391.1; 2. C.491423.1; 3. Easement Certificate C.510175.4 (subject to Section 243(a) Resource Management Act 1991 TOGETHER WITH Appurtenant hereto Transfer C.510175.3 (subject to Section 243(a) Resource Management Act 1991.**

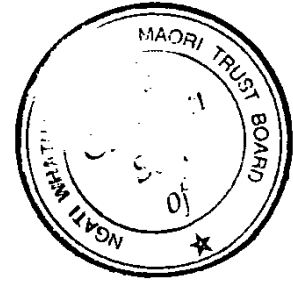
*[Handwritten signature]*  
at  
JMK  
R.H.

on the said portion of the said land and will not at any time hereafter do permit or suffer to be done any act whereby the rights powers licences and liberties hereby granted to the Grantee may be interfered with or affected in any way.

IN WITNESS WHEREOF these presents have been executed this 28<sup>th</sup> day of APRIL 1996

SIGNED by NGATI WHATUA )  
O ORAKEI MAORI TRUST )  
BOARD as Grantor in the presence )  
of: )

*[Handwritten signatures]*



Witness: *[Signature]*  
Full Name: TRACEY NICOLA PETERS  
Occupation: Solicitor  
Place of Abode: Auckland

**AND WHEREAS** the Grantor has agreed to grant to **MERCURY ENERGY LIMITED** a duly incorporated company having its registered office at Auckland (hereinafter called "the Grantee") the rights interests and licences in respect of the said land hereinafter set forth

**NOW THEREFORE IN CONSIDERATION OF** the sum of **TEN CENTS** (10c) if demanded the Grantor **HEREBY TRANSFERS AND GRANTS** to the Grantee subject to the following covenants conditions and restrictions as an easement in gross the full free right liberty and licence **TO TRANSMIT ELECTRIC CURRENT** through, over, under and across those portions of the said land marked "X" on Deposited Plan 156648.

**AND FOR THAT PURPOSE** the Grantee its servants workmen and agents with or without vehicles laden or unladen and with tools machinery and equipment may from time to time and at all times as occasion shall require enter upon those portions of the said parcel of land marked "X" as aforesaid and such other areas surrounding as may be necessary or convenient and construct, equip, maintain, inspect, repair, alter, renew, replace and operate on that portion of the said parcel of land marked "X" such distribution substation and the machinery and equipment associated therewith as the Grantee may from time to time require **AND** lay, maintain, inspect, repair, alter, renew and replace under that portion of the said parcel of land marked "X" underground cables or other conducting media as the Grantee may from time to time require

**PROVIDED THAT** the Grantee shall do as little damage as possible to the surface of the said land and any vegetation fences or erections thereon

**AND PROVIDED ALSO** that any opening in the surface of such land shall be filled in by the Grantee as soon as possible after the necessary work for which such opening was made has been completed and the surface levelled off in a proper manner and resurfaced if necessary to restore it to the condition it was in prior to the work being done and all damage (if any) to fences or other erections on the said land made good and restored to their prior condition in a proper and workmanlike manner

**AND THE GRANTOR HEREBY COVENANTS WITH THE GRANTEE** that the Grantor will not place any buildings or erections or plant or allow or suffer any tree or shrub

  
R.K.

**In Consideration of the sum of**

paid to the Transferor by

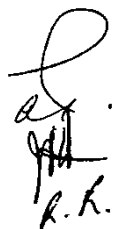
(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all the Transferor's estate and interest in the said piece or pieces of land

**In witness whereof** these presents have been executed this                      day of                      19

**Signed** by the Transferor

(by the affixing of its common seal)

in the presence of:



A handwritten signature consisting of a large, stylized initial 'S' followed by a smaller signature. Below the signature are the initials 'R.K.' written in a simple, blocky font.

**MEMORANDUM OF TRANSFER**  
**CREATING ELECTRICITY EASEMENT IN GROSS**

NGATI WHATUA O ORAKEI  
MAORI TRUST BOARD

Transferor  
Grantor

MERCURY ENERGY LIMITED

Transferee  
Grantee

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

Assistant / District Land Registrar of the

District of

Correct for the purposes of the Land Transfer Act 19

SOLICITOR FOR THE TRANSFER  
GRANTEE

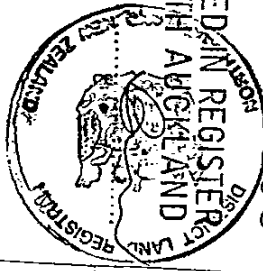
I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952.

SOLICITOR FOR THE TRANSFER

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

SOLICITOR FOR THE TRANSFER

10.40 22.AUG96 D 035499  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND  
ASST. LAND REGISTRAR



# Memorandum of Transfer Creating Electricity Easement In Gross

(9)

**D 036499.9 TE**

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

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

**WHEREAS WAITEMATA HEALTH LIMITED** (hereinafter called "the Grantor") is registered as proprietor of an estate in fee simple subject however to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in all that parcel of land situated in the Land District of North Auckland containing <sup>3.9390</sup>~~3.390~~ hectares more *AM* or less being Lot 2 Deposited Plan 156226 and being part Allotments 30 and 31 Parish of Titirangi and being the land comprised and described in Certificate of Title 93B/540 (North Auckland Registry) SUBJECT TO: 1. Section 243(c) Resource Management Act 1991; 2. C.489391.2; 3. C.491423.1; 4. Easement Certificate C.510175.4 (subject to Section 243(a) Resource Management Act 1991); 5. Caveat C.582654.1.

**AND WHEREAS** the Grantor has agreed to grant to **MERCURY ENERGY LIMITED** a duly incorporated company having its registered office at Auckland (hereinafter called "the Grantee") the rights interests and licences in respect of the said land hereinafter set forth

**NOW THEREFORE IN CONSIDERATION OF** the sum of **TEN CENTS** (10c) if demanded the Grantor **HEREBY TRANSFERS AND GRANTS** to the Grantee subject to the following covenants conditions and restrictions as an easement in gross the full free right liberty and licence **TO TRANSMIT ELECTRIC CURRENT** through, over, under and across those portions of the said land marked "I", "J", "K", "L", "M" and "N" on Deposited Plan 156648.

**AND FOR THAT PURPOSE** the Grantee its servants workmen and agents with or without vehicles laden or unladen and with tools machinery and equipment may from time to time and at all times as occasion shall require enter upon those portions of the said parcel of land marked "I", "J", "K", "L", "M" and "N" as aforesaid and such other areas surrounding as may be necessary or convenient and construct, equip, maintain, inspect, repair, alter, renew, replace and operate on those portions of the said parcel of land marked "I" and "L" such distribution substations and the machinery and equipment associated therewith as the Grantee may from time to time require **AND** lay, maintain, inspect, repair, alter, renew and replace under those portions of the said parcel of land marked "J", "K", "M" and "N" underground cables or other conducting media as the Grantee may from time to time require

**PROVIDED THAT** the Grantee shall do as little damage as possible to the surface of the said land and any vegetation fences or erections thereon

**AND PROVIDED ALSO** that any opening in the surface of such land shall be filled in by the Grantee as soon as possible after the necessary work for which such opening was made has been completed and the surface levelled off in a proper manner and resurfaced if necessary to restore it to the condition it was in prior to the work being done and all damage (if any) to fences or other erections on the said land made good and restored to their prior condition in a proper and workmanlike manner



**AND THE GRANTOR HEREBY COVENANTS WITH THE GRANTEE** that the Grantor will not place any buildings or erections or plant or allow or suffer any tree or shrub on the said portion of the said land and will not at any time hereafter do permit or suffer to be done any act whereby the rights powers licences and liberties hereby granted to the Grantee may be interfered with or affected in any way.

**IN WITNESS WHEREOF** these presents have been executed this 28<sup>th</sup> day of June 1996


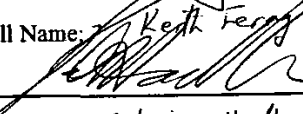
**SIGNED by WAITEMATA** ) *K. Ferry* Director/ Authorised Signatory (*Company Secretary*)  
**HEALTH LIMITED** as Grantor ) *Keith Ferry* Full Name:  
in the presence of: ) *Patricia Hadlee* Director  
Full Name: *Patricia Hadlee*

~~*Patricia Hadlee*~~  
*Patricia Hadlee*  
*Patricia Hadlee*

**CONSENT OF CAVEATOR**

**WAITEMATA HEALTH LIMITED** the Caveator of the above land under and by virtue of  
Caveat No C.582654.1 **HEREBY CONSENTS** to the within described easement.

**DATED** at Auckland this *28<sup>th</sup>* day of *June* 1996

<b>SIGNED</b> by <b>WAITEMATA</b>	)		Authorised Signatory ( <i>Company Secretary</i> )
<b>HEALTH LIMITED</b> as	)	Full Name: <i>Keith Ferrag</i>	
Caveator:	)		Director
	)	Full Name: <i>Patricia Hadlee</i>	

*Patricia Hadlee*  
*Director*  
*Auckland.*

**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                      day of                      19

**Signed** by the Transferor

(by the affixing of its common seal)

in the presence of:

WITNESSES  
J. J. ...  
J. J. ...  
J. J. ...  
J. J. ...  
J. J. ...

**MEMORANDUM OF TRANSFER**  
**CREATING ELECTRICITY EASEMENT IN GROSS**

WAITEMATA HEALTH LIMITED

~~Transferor~~  
Grantor

MERCURY ENERGY LIMITED

Transferee  
Grantee

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

Assistant / District Land Registrar of the

District of

Correct for the purposes of the Land Transfer Act

SOLICITOR FOR THE TRANSFEREE  
GRANTEE

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

SOLICITOR FOR THE TRANSFEREE

I hereby certify for the purposes of the Stamp and Ch 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.

SOLICITOR FOR THE TRANSFEREE

*Consent*

Q35/500

10:40 22.AUG96 D 036499  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH ISLAND  
AUCKLAND  
DISTRICT LAND REGISTRAR  
NEW ZEALAND



0054952.1 TE

**MEMORANDUM OF TRANSFER**

**CREATING GAS SUPPLY EASEMENT IN GROSS**

- A. **WAITEMATA HEALTH LIMITED** ("Grantor") is registered as proprietor of an estate in fee simple of Lot 2 DP 156226 CT 93B/540 ("Land").
- B. The Grantor has agreed to grant to **AUCKLAND GAS COMPANY LIMITED** at Auckland ("Grantee") by way of an easement in gross for all time the rights and interests in respect of the Land which are set out in this memorandum of transfer ("Transfer").

**IN CONSIDERATION** of such agreement and the sum of one dollar (\$1) (receipt of which is acknowledged) the Grantor transfers and grants to the Grantee an easement in gross for all time the full, free, uninterrupted and unrestricted right, liberty and licence from time to time and at all times to:

1. Lay, place or construct a Gas Pipeline under or over that part of the Land marked "H" on Deposited Plan 156648 ("**Easement Land**"). (In this Transfer, "Gas Pipeline" includes more than one gas pipeline and also includes all or any part of any pipe, main, or duct and any cables (including fibre optic cables), distribution or safety equipment, meters, housings and other apparatus associated, used or intended to be used for the supply of gas and other products, utilities and services including telecommunications.)
2. Transmit, transport, move and convey gas and other utilities and products including telecommunications and all associated signals on, over, under, through and along the Easement Land in a free and unimpeded flow (except when the flow is halted) and in any quantities.
3. Enter upon the Land with or without any vehicles, machinery, tools, equipment and materials by such route as is reasonable and practicable, and to remain there for any reasonable time and for any purposes necessary or expedient to do any of the following things:
  - (a) Lay out, excavate, fill or cover trenches in and across the Easement Land (if necessary) and, at any time thereafter, reopen or re-excavate the same (if necessary).
  - (b) Maintain and operate the Gas Pipeline on the Easement Land. (In this Transfer, the term "maintain and operate" includes use, extend, alter, inspect, repair, renew, upgrade, replace, re-lay, change the size of, remove (including remove permanently), improve and cleanse gas and other utilities and products including telecommunications.)
  - (c) Remove all structures and cultivated or natural vegetation including trees and shrubs which are, or are likely to be, in the reasonable opinion of the Grantee, a danger or hazard to the safety or operation of the Gas Pipeline.

- (d) Subject to the restrictions set out in this Transfer, place on or near the Easement Land, equipment, plant or machinery necessary for the purposes of exercising the Grantee's rights created by this Transfer.
- (e) Do or carry out on, or in the vicinity of, the Easement Land, anything that the Grantee may consider necessary, convenient or desirable to or for the exercise of the Grantee's rights created by this Transfer.

**PROVIDED ALWAYS THAT** in exercising such rights the Grantee shall:

- 4. Carry out all works and activities required to give effect to the Grantee's rights created by this Transfer ("**Works**") as expeditiously as possible and with as little disturbance as is reasonably possible to the surface of the Easement Land, and upon the completion of any such Works, the Grantee shall, at the Grantee's cost, restore the surface of the Easement Land as near as is reasonably practicable to its former condition.
- 5. At the Grantee's cost, keep and maintain the Gas Pipeline in a good and efficient state of repair and, from time to time, repair and make good any fences, gates, erections, works or drains upon, above or under the Easement Land (including underground pipes, cables and other service conduits of any third party having the right to lay, use or maintain the same on any part of the Easement Land) which have been damaged by the Grantee as a result of the Grantee carrying out any Works.
- 6. If the occupier of the Land is other than the Grantor, give prior written notice (where practicable) to the occupier of the Land of the Grantee's intention to exercise all or any of the rights created by this Transfer, and cause as little inconvenience to such occupier as may reasonably be practicable in the circumstances.
- 7. Exercise the Grantee's rights reasonably, and not interfere with any existing services or pipes laid on, over, under, through or along the Easement Land.

**THE GRANTOR AND THE GRANTEE ACKNOWLEDGE AND CONFIRM** that:

- 8. The Grantor has the right at all times to use the Easement Land but shall not, without the prior written consent of the Grantee (such consent to be at the Grantee's sole discretion):
  - (a) Place on the Easement Land any buildings, erections, concrete works, fences, permanent improvements of any nature, or plant or allow or suffer to grow any tree or shrub on the Easement Land, nor do, permit or suffer to be done any act whereby the rights, interests, powers, licences and liberties granted to the Grantee in this Transfer may be interfered with or affected in any way or which could damage, endanger or interfere with the Gas Pipeline.
  - (b) Operate any machinery or equipment on or in close proximity to the Easement Land which may interfere with the rights, interests, powers, licences and liberties granted to the Grantee in this Transfer.
  - (c) Do any other thing which would interfere with or affect the rights, interests, powers, licences and liberties granted to the Grantee in this Transfer.

9. Nothing contained or implied in this Transfer shall be construed to compel the Grantee to convey gas through the Gas Pipeline or otherwise avail itself of rights granted in this Transfer.
10. The Grantee may, without the prior consent of the Grantor, transfer, lease, assign or licence all or any part of Grantee's estate or interest in the Easement Land, including the rights granted in this Transfer or any parts of those rights, but subject to the rights and obligations set out in this Transfer.
11. If the Grantor consents to, or causes or permits, any breach of the obligations set out in this Transfer, the Grantee shall be entitled, at the Grantee's cost, to take all reasonable steps to abate or remedy any interference with the Grantee's rights including, but not limited to, trimming or removing vegetation, removing or reducing any structure or fence, and any other steps necessary for the protection of the Gas Pipeline on the Easement Land and, in the absence of negligence or recklessness on the part of the Grantee, the Grantee shall not be liable to the Grantor, whether in contract, tort or otherwise, for any loss, compensation, damage or expenses incurred or suffered by the Grantor pursuant to this clause.
12. The rights granted in this Transfer are expressly declared to be in the nature of an easement in gross.
13. Any difference or dispute which may arise between the parties concerning the right of the easement created by this Transfer, or any act or thing done, allowed or omitted under the provisions of this Transfer, or concerning the construction of this Transfer, shall be referred to the arbitration of a single arbitrator. The arbitration shall be conducted in accordance with, and subject to the provisions of the Arbitration Statutes for the time being in force in New Zealand. Such arbitration shall be a condition precedent to the commencement of any action at law.
14. The Gas Pipeline placed on the Land forms part of the Grantee's gas distribution network and is at all times the sole property of the Grantee.
15. This grant and the covenants and conditions contained in this Transfer shall be binding on the executors, administrators, successors in title and assignees of the Grantor and the Grantee.
16. In this Transfer, references to the Grantee shall, were not repugnant to the context of this Transfer, extend to the Grantor's surveyors, engineers, employees, agents, lessees, licensees and assignees.

Dated this 23rd day of September 1996

**SIGNED by WAITEMATA  
HEALTH LIMITED:**

L. N. White Director

K. Ferry Secretary

**SIGNED on behalf of AUCKLAND  
GAS COMPANY LIMITED  
by its attorney:**

K. Johnson Signature of Attorney

KEVIN CHARLES JOHNSON Name of Attorney

**Witness to execution:**

[Signature]  
Signature of witness

Solicitor  
Occupation

Auckland  
City/town of residence



CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

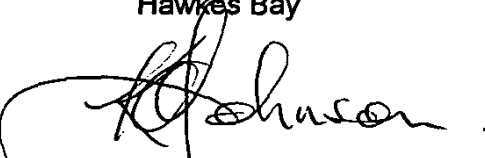
I, KEVIN CHARLES JOHNSON Chief Executive Officer of Auckland in New Zealand, hereby certify:

1. THAT by power of attorney dated 30 June 1995, Auckland Gas Company Limited at Auckland, Wellington Gas Company Limited at Wellington, East Coast Gas Supply Limited at Napier, and Progas Systems Limited at Palmerston North ("the Companies") appointed me their attorney on the terms and subject to the conditions set out in the said power of attorney.

2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the liquidation of said Companies or otherwise.

3. THAT the said power of attorney is registered at the Land Transfer Office at:

Auckland	as NO.:	C870754.1
Wellington	as NO.:	B446827.1
Hawkes Bay	as NO.:	627664.1

  
SIGNED at AUCKLAND this THURTH day  
of JULY 1996.

)  
\_\_\_\_\_

**CONSENT OF CAVEATOR**

**WAITEMATA HEALTH LIMITED** the Caveator of the above land under and by virtue of Caveat No C 582 654 / **HEREBY CONSENTS** to the within described easement.

*AK*

**DATED** at Auckland this *23rd* day of *September* 1996

**WAITEMATA HEALTH LIMITED**

by:

*F. N. Walsh* Director (Frederick Nelson Watson)

*K. Ferry* Director/Secretary  
(Robert (Keira) Ferry)

**MEMORANDUM OF TRANSFER**

Correct for the purposes of the Land Transfer Act 1952

**WAITEMATA HEALTH LIMITED**

Grantor

*[Handwritten Signature]*

SOLICITOR FOR THE GRANTEE

**AUCKLAND GAS COMPANY LIMITED**

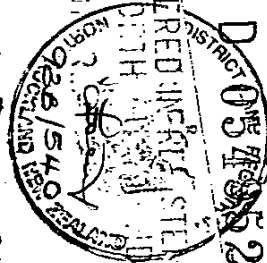
Grantee

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

Assistant/District Land Registrar of the

District of

242 10.OCT.96 DISTRICT ONE  
PARTICULARS ENTERED IN THE  
LAND REGISTRY WITH REFERENCE TO  
AUCKLAND DISTRICT ONE



*Transfer granted again subject to easement in Gross area land parcel marked "H" on Plan 156648 in favour of Auckland Gas Company as assumed - Dr T*

Russell McVeagh McKenzie Bartlett & Co  
Solicitors  
AUCKLAND

*MR*

D 642838. 1 CC

Compensation Certificate Pursuant to Section 19 Public Works Act 1981.

File Reference: CPC2001/7200

To the Registrar-General of Land  
for the land Registration District of  
North Auckland

This Compensation Certificate is forwarded to you, pursuant to Section 19 of the Public Works Act 1981. Please deposit it in your Registry and arrange a memorial of it to be registered against the title to all land affected by it.

(a) Description of the land affected by the Certificate:

17.8889 hectares more or less being Lot 1 Deposited Plan 156226 and being part Allotments 30, 31 and 32 Parish of Titirangi being all that parcel of land contained in Certificate of Title 93B/539 (North Auckland Land Registry)

(b) Brief particulars of the Agreement:

Date: 20. IX. 01

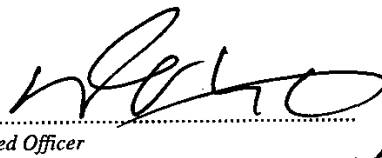
- (i) Agreement provides for entry by the Crown to undertake geotechnical and ground water investigations.
- (ii) Entry is from the date of execution of the land entry agreement until 30<sup>th</sup> July 2002.
- (iii) Consideration: \$0.10 (Incl GST)

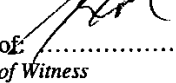
(c) Names and addresses of parties to the Agreement (other than Minister)

Unitec Institute of Technology  
Private Bag 92025  
Auckland 1

- (d) (i) Place where Copy of Agreement may be inspected: Land Information New Zealand, Level 11, Lambton House, Lambton Quay, Wellington.
- (ii) Hours during which a copy of the Agreement may be inspected: 9 a.m. to 4 p.m. on any day when Government Offices are open to the public.
- (iii) Reference by which Agreement may be identified: CPC 2001/7001/A

Dated at AUCKLAND this 20<sup>TH</sup> day of September 2001

Signed  
by:   
Signature of Authorised Officer

in the  
presence of:   
Signature of Witness

**ROSS JAMES SUTHERLAND**  
Name and Designation of Authorised Officer

**KISHORE LAL**  
Name of witness (print)  
ADMINISTRATION  
LINZ. 41 FEDERAL ST  
AUCKLAND NZ

For and on behalf of Her Majesty the Queen and acting pursuant to delegated authority from the Chief Executive of Land Information New Zealand pursuant to Section 41 of the State Sector Act 1988

Occupation of Witness (print)  
Address of Witness (print)

Compensation Certificate No:

Particulars entered in the Register Book,

Vol. 93B..... Folio. 539.....

The ..... day of ..... 19 .....  
at ..... o'clock.

Registrar-General of Land for the District of:

Marlborough

**Compensation Certificate  
Pursuant to Section 19 Public  
Works Act 1981.**

**Land Information** New Zealand  
*Toitu te whenua* 

PARTICULARS ENTERED  
IN REGISTER BOOK

2002 24 SEP 01 D 642838.1P

2.8.02



LINZ COPY

