
APPENDIX 1 – SUMMARY OF RECORD OF TITLE AND INTERESTS

The Record of Title for the subject site at 8 Sparky Road, Otara has been included within this Appendix as document NA137B/367.

In addition, the following Deposited Plans and Survey Office Plans relate to interests recorded on the Record of Title and have been included for reference purposes:

- DP 20962 relates to the rights created by Transfer D640353.5, Transfer 595037, Transfer D533860.5, Transfer D640353.10 and, Easement Certificate D640353.11
- DP 211681 relates to rights created by Transfer 5271467.1
- DP 420711 relates to rights created by Easement Instrument 8196392.3 and Easement Instrument 8196479.1
- SO Plan 403357 relates to rights created by Transfer D533860.6 and Transfer D640353.5
- SO Plan 406586 relates to rights created by Easement Instrument 8196392.3

Full copies of the following interests registered on the Record of Title have also been included:

- Transfer 91645
 - Transfer 595037
 - Transfer D533860.6
 - Transfer D533860.5
 - Transfer D640353.5
 - Transfer D640353.10
 - Easement Certificate D640353.11
 - Transfer 5271467.1
 - Compensation Certificate 6202531.1
 - Easement 8196392.3
 - Easement 8196479.1
 - Encumbrance 10344615.1
-

Table 1. Summary of Interests Recorded on RT NA137B/367

	Interest	Comments
1	Water drainage right (in gross) over part marked A1, A2 and W4, created by Transfer 91645	Interest not applicable – located outside of Plan Change area (refer Deposited Plan 209362)
2	Electricity right (in gross) over part marked B and C on DP 209362, created by Transfer 595037	Not applicable – Located outside of Plan Change area (refer Deposited Plan 209362)
-	Excepting as to part all minerals pursuant to the Public Works Act 1928 on or under the land	Not applicable – Act has been replaced
-	Subject to Section 11 Crown Minerals Act 1991	Not applicable – Does not apply to Plan Change Request
-	Subject to Section 27B State-Owned Enterprises Act 1986 (which provides for the resumption of land on the recommendation of the Waitangi Tribunal and which does not provide for third parties, such as the owner of the land, to be heard in relation to the making of any such recommendation)	Not applicable – Land is not currently transferred or vested to a State enterprise
-	Subject to Section 3 Geothermal Energy Act 1953 Subject to Section 3 Petroleum Act 1937 Subject to Section 8 Atomic Energy Act 1945 Subject to Sections 5 and 261 Coal Mines Act 1979 Subject to Sections 6 and 8 Mining Act 1971	Not applicable – Acts have been replaced
3	Appurtenant hereto are Noise, vibration and emission rights created by Transfer D533860.6	Not Applicable – Located outside of Plan Change area (refer Schedule of Existing Easements/Interests to Remain with Land on Survey Office Plan 403357)
4	Appurtenant hereto is right of way and rights to drain sewage, drain waste water, convey water, and electricity, communications, gas and	Not applicable – Located outside of Plan Change area (refer Transfer D533860.5 and Deposited Plan 209362)

	liquid fuel rights created by Transfer D533860.5	
5	Appurtenant hereto is a right of way and rights to drain sewage and waste water, convey water, and electricity, communications, gas and liquid fuel rights created by Transfer D640353.5	Not applicable – Located outside of plan change area (refer Schedule of Existing Easements/Interests to Remain with Land on Survey Office Plan 403357)
6	Subject to a right of way and a right to convey water (in gross) over part marked H1, H2, V4, H4, V3 and V1 on Deposited Plan 209362 in favour of The Manukau City Council created by Transfer D640353.10	Not applicable – Located outside of plan change area (refer Deposited Plan 209362)
7	<p>Appurtenant hereto is a stormwater drainage right specified in Easement Certificate D640353.11</p> <p>Subject to a right of way and to water supply, sewerage and stormwater drainage, gas and electricity supply and telecommunications and liquid fuel supply rights over parts marked H1, H2, H3, H4 and V4 and to a stormwater drainage right over parts marked L, V1, V3, V4, K, J4, U1, Y, N1, J6, N2, P1, J2, P2, P4, J1 and Q and to telecommunications and electrical supply rights over parts marked W1, W3, W4 and W5 on DP 209362 specified in Easement Certificate D640353.11</p>	Applies – Stormwater drainage easement over parts marked N1, J6 and N2 in plan change area (refer Deposited Plan 209362).
8	Subject to a right (in gross) to convey electricity over part herein marked B,C & D on DP 211681 in favour of Transpower New Zealand Limited created by Transfer 5271467.1	Not applicable – Located outside of plan change area (refer Deposited Plan 211681)
9	6202531.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981	The applicant will meet any relevant requirements set out in the Agreement for Sale of Land for Road and Compensation between

		Contact Energy Limited and Manukau City Council (dated 11 October 2004)
10	Appurtenant hereto is a right of way, water supply, sewage and stormwater drainage, and gas, electricity, telecommunications and liquid fuel supply created by Easement Instrument 8196392.3	Not applicable – Located outside of Plan Change area (refer Survey Office PPlan 406586)
11	Appurtenant hereto is a right of way, water supply, sewage and stormwater drainage and gas, electricity, telecommunications and liquid fuel supply created by Easement Instrument 8196479.1	Not applicable – Located outside of Plan Change area (refer Deposited Plan 420711)
12	10344615.1 Encumbrance to Contact Energy Limited – includes two covenants: (1) preventing use of land for electricity generation activities; and (2) provides consent for registration of Auckland Transport instruments.	(1) Does not affect Plan Change Request as provision for electricity generation activities is not proposed. (2) The consent given by Contact Energy Limited for the registration of Auckland Transport instruments is considered separate to the Plan Change Request.



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **NA137B/367**
Land Registration District **North Auckland**
Date Issued 14 September 2001

Prior References

NA133B/132

Estate Fee Simple
Area 35.0210 hectares more or less
Legal Description Lot 2 Deposited Plan 209362

Registered Owners

NZ Storage Holdings Limited

Interests

Subject to a water drainage right (in gross) over part marked A1, A2 and W4 in favour of East Tamaki Road District created by Transfer 91645

Subject to an electricity right (in gross) over part marked B and C on DP 209362 in favour of the Auckland Electric Power Board created by Transfer 595037

Excepting as to part all minerals pursuant to the Public Works Act 1928 on or under the land

Subject to Section 27B State-Owned Enterprises Act 1986 (which provides for the resumption of land on the recommendation of the Waitangi Tribunal and which does not provide for third parties, such as the owner of the land, to be heard in relation to the making of any such recommendation)

Subject to Section 11 Crown Minerals Act 1991

Subject to Section 3 Petroleum Act 1937

Subject to Section 8 Atomic Energy Act 1945

Subject to Section 3 Geothermal Energy Act 1953

Subject to Sections 6 and 8 Mining Act 1971

Subject to Sections 5 and 261 Coal Mines Act 1979

Appurtenant hereto is a right of way and rights to drain sewage, drain waste water, convey water, and electricity, communications, gas and liquid fuel rights created by Transfer D533860.5 - produced 21.8.2000 at 9.00 and entered 1.9.2000 at 9.00 am

Appurtenant hereto are noise, vibration and emission rights created by Transfer D533860.6 - produced 21.8.2000 at 9.00 and entered 1.9.2000 at 9.00 am

Appurtenant hereto is a right of way and rights to drain sewage and waste water, convey water, and electricity, communications, gas and liquid fuel rights created by Transfer D640353.5 - 14.9.2001 at 11.42 am

Subject to a right of way and a right to convey water (in gross) over part marked H1, H2, V4, H4, V3 and V1 on DP 209362 in favour of The Manukau City Council created by Transfer D640353.10 - 14.9.2001 at 11.42 am (Limited as to Duration)

The easements created by Transfer D640353.10 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a stormwater drainage right specified in Easement Certificate D640353.11 - 14.9.2001 at 11:42 am
Subject to a right of way and to water supply, sewerage and stormwater drainage, gas and electricity supply and telecommunications and liquid fuel supply rights over parts marked H1, H2, H3, H4 and V4 and to a stormwater drainage right over parts marked L, V1, V3, V4, K, J4, U1, Y, N1, J6, N2, P1, J2, P2, P4, J1 and Q and to telecommunications and electrical supply rights over parts marked W1, W3, W4 and W5 on DP 209362 specified in Easement Certificate D640353.11 - 14.9.2001 at 11:42 am

Some of the easements specified in Easement Certificate D640353.11 are subject to Section 243 (a) Resource Management Act 1991

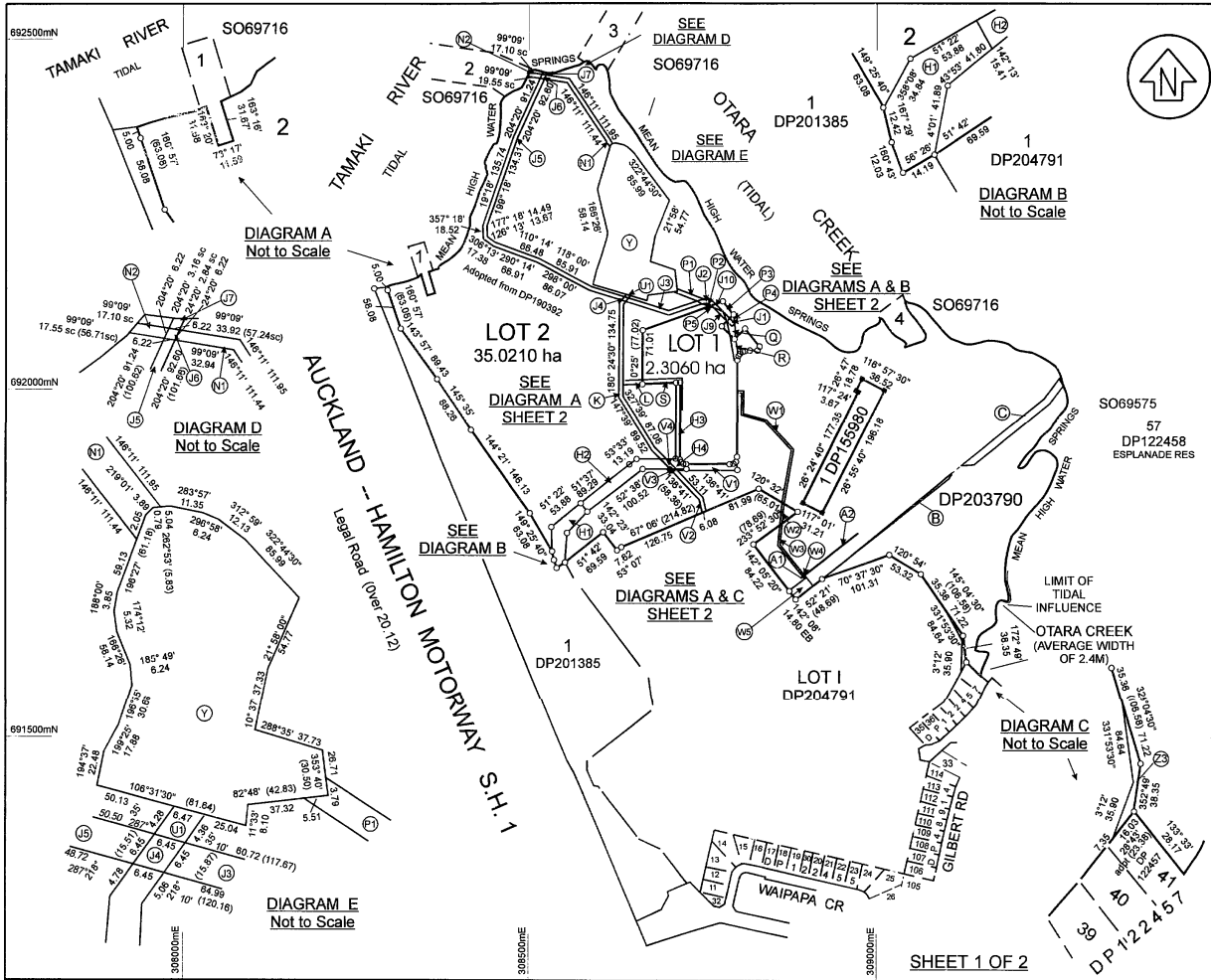
Subject to a right (in gross) to convey electricity over part herein marked B,C & D on DP 211681 in favour of Transpower New Zealand Limited created by Transfer 5271467.1 - 4.7.2002 at 9:00 am

6202531.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 3.11.2004 at 9:00 am

Appurtenant hereto is a right of way, water supply, sewage and stormwater drainage, and gas, electricity, telecommunications and liquid fuel supply created by Easement Instrument 8196392.3 - 30.10.2009 at 3:11 pm

Appurtenant hereto is a right of way, water supply, sewage and stormwater drainage and gas, electricity, telecommunications and liquid fuel supply created by Easement Instrument 8196479.1 - 30.10.2009 at 3:12 pm

10344615.1 Encumbrance to Contact Energy Limited - 26.2.2016 at 11:16 am



Approvals

Registered Owner
Roads shown are Legal

Existing Easements		
PURPOSE	SHOWN	Created by
Stormwater Drainage	(A) (2) (M)	Transfer 91645
Power Transmission	(B) (C)	Transfer 595037

Class of Survey - I

SHEET 1 OF 2 SHEETS

New C'sT Allocated LOT 1 : 137B / 366
LOT 2 : 137B / 367

Total Area 37.3270 ha

Comprised in 133B/132 (All), 133B/3/1 Easement only

I, Kevin Stuart Marshall of Auckland, being a person entitled to practice as a registered surveyor, certify that:

A) The surveys to which this dataset relates are accurate and were undertaken by me or under my direction in accordance with the Survey Act 1998 and the Survey Regulations 1999.

B) This dataset is accurate and has been created in accordance with that Act and those Regulations.

Signature *K Marshall* Date 10 SEPT 2001

Field Book p. Traverse Book p.
Reference Plans DP204791, L7193713, DP201385, DP203790, DP122457, DP122458, DP159980, DP10473, DP9819, DP1728, SC69716, & SC69575

Examined *R C* Correct Accredited

Approved as to Survey *K Marshall*
17.9.2001 Chief Surveyor

Deposited this day of *Sept* 2001
For Regular General Land

File Received 14 SEP 2001
Instructions 201-008

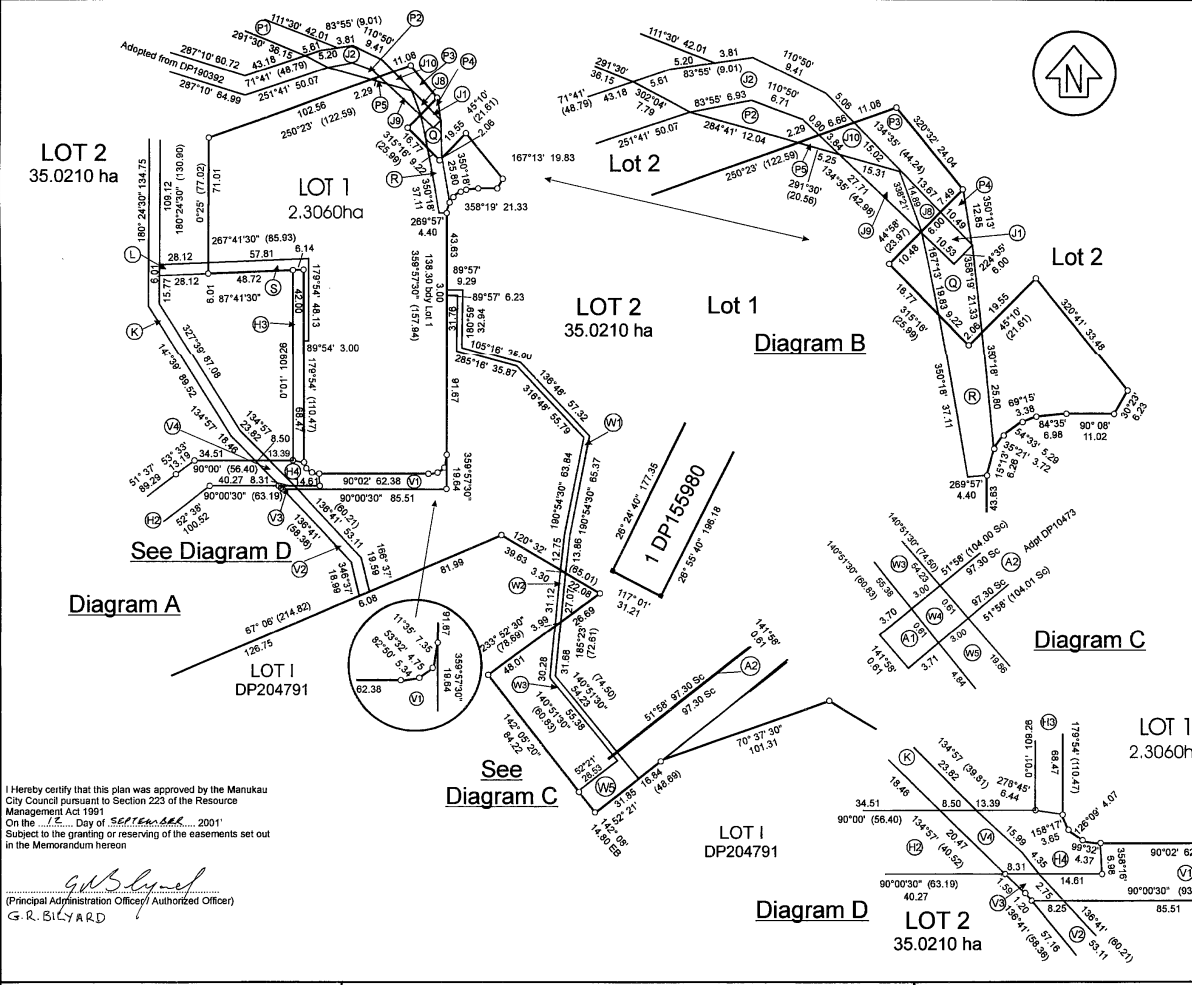
DP209362

LAND DISTRICT NORTH AUCKLAND
Survey Blk. & Dist. VI OTAHUHU
NZMS 261 Sheet

LOTS 1 & 2 BEING A SUBDIVISION OF LOT 2
DP204791 & EASEMENTS OVER LOT 1 DP 204791

TERRITORIAL AUTHORITY MANUKAU CITY
Surveyed by ASCENSION SURVEYORS LTD
Scale 1:4000 Date: JULY 2001

Micro Record Bureau Ltd. DATA CONVERSION 2 0 SEP 2001



Memorandum of Easements			
PURPOSE	SHOWN	Servient Tenement	Dominant Tenement
ROW, Water Supply, Sewerage & Stormwater Drainage, Gas & Electricity Supply, & Tele-Communications & Liquid Fuel Supply	H1, H2, H3, H4 & V4	Lot 2 Hereon	Lot 1 Hereon
Stormwater Drainage	L, V1, V3, V4, K, J4, U1, Y, M1, J6, N2, P1, J2, P2, P4, J1, Q	Lot 2 Hereon	Lot 1 Hereon
	R, S, J8, J10, P3, & P5	Lot 1 Hereon	Lot 2 Hereon
PURPOSE	SHOWN	Servient Tenement	GRANTEE
Right to Convey Water & Right of Way	H1, H2, V4, H4, V3, V1	Lot 2 Hereon	Manukau City Council
Proposed Easements			
PURPOSE	SHOWN	Servient Tenement	Dominant Tenement
Water supply & Wastewater Drainage	Z3	Lot 1 DP204791	Lot 2 Hereon
Stormwater Drainage	V2, V3, V4, K, J4, U1, Y, N1, J6, N2	Lot 2 Hereon	Lot 1 DP204791
Telecommunications & Electricity Supply	W1, W3, W4, W5	Lot 2 Hereon	Lot 1 Hereon
Telecommunications & Electricity Supply	W2	Lot 1 DP204791	Lot 1 Hereon
Proposed Easements In Gross			
PURPOSE	SHOWN	Servient Tenement	Grantee
Gas Supply	J1 - J7	Lot 2 Hereon	National Gas Corporation of New Zealand
	J8 - J10	Lot 1 Hereon	

I hereby certify that this plan was approved by the Manukau City Council pursuant to Section 223 of the Resource Management Act 1991
 On the 17th Day of September, 2001
 Subject to the granting or reserving of the easements set out in the Memorandum hereon

G.R. SLYARD
 (Principal Administration Officer) / Authorized Officer
 G.R. SLYARD

LAND DISTRICT NORTH AUCKLAND Survey Blk. & Dist. VI OTAHUHU NZMS 261 Sheet

LOTS 1 & 2 BEING A SUBDIVISION OF LOT 2 DP204791 & EASEMENTS OVER LOT 1 DP204791

TERRITORIAL AUTHORITY MANUKAU CITY Surveyed by ASCENSION SURVEYORS LTD Diagrams Not to Scale Date: JULY 2001

SHEET 2 OF 2

I, Kevin Stuart Marshall of Auckland, being a person entitled to practice as a registered surveyor, certify that:

A) The surveys to which this dataset relates are accurate and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1998.

B) This dataset is accurate and has been created in accordance with that Act and those Regulations.

Signature *K Marshall* Date 10 SEP 2001

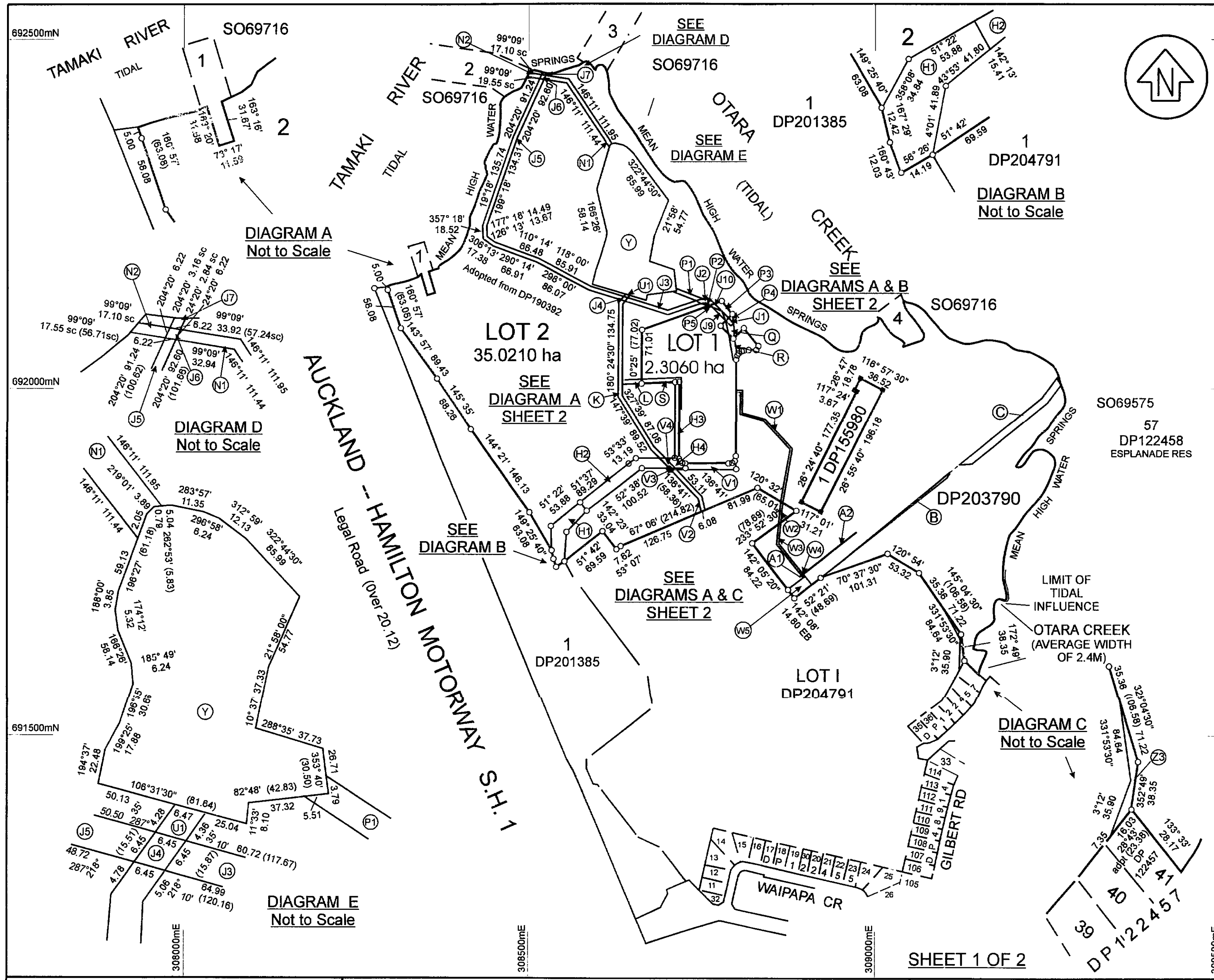
Field Book # _____ Traverse Book # _____
 Reference Plans _____
 Explained *R George* Correct *Ascertained*

Approved as to Survey *Kevin Marshall*
 17.9.2001 Chief Surveyor

Deposited this 4th day of September, 2001
 For Registrar General of Lands

File Received 14 SEP 2001 Instructions 201-008 DP209362

SP. 7299 P. 19278 Otahuhu Plan 1201



Approvals
Registered Owner

Roads shown are Legal

SEE DIAGRAM D SO69716
SEE DIAGRAM E
DP201385
DP204791
DIAGRAM B Not to Scale

SEE DIAGRAMS A & B SHEET 2 SO69716

SEE DIAGRAM A SHEET 2
SEE DIAGRAM B
SEE DIAGRAMS A & C SHEET 2

Existing Easements

PURPOSE	SHOWN	Created by
Stormwater Drainage	(A1) (A2) (W4)	Transfer 91645
Power Transmission	(B) (C)	Transfer 595037

SO69575
57
DP122458
ESPLANADE RES

Class of Survey - I

SHEET 1 OF 2 SHEETS

New C'sT Allocated LOT 1 : 137B / 366
LOT 2 : 137B / 367

Total Area 37.3270 ha
Comprised in 133B/132 (All), 133B//3/ Easement only

I, Kevin Stuart Marshall of Auckland, being a person entitled to practice as a registered surveyor, certify that:

A) The surveys to which this dataset relates are accurate and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1998.
B) This dataset is accurate and has been created in accordance with that Act and those Regulations

Signature *K Marshall* Date 10 SEPT 2001

Field Book p. Traverse Book p.
Reference Plans DP204791, LT193713, DP201385, DP203790, DP122457, DP122458, DP155980, DP10473, DP9819, DP1728, SO69716, & SO69575
Examined R George Correct Accredited

Approved as to Survey *W. L. Tickle*
17.9.2001 Chief Surveyor

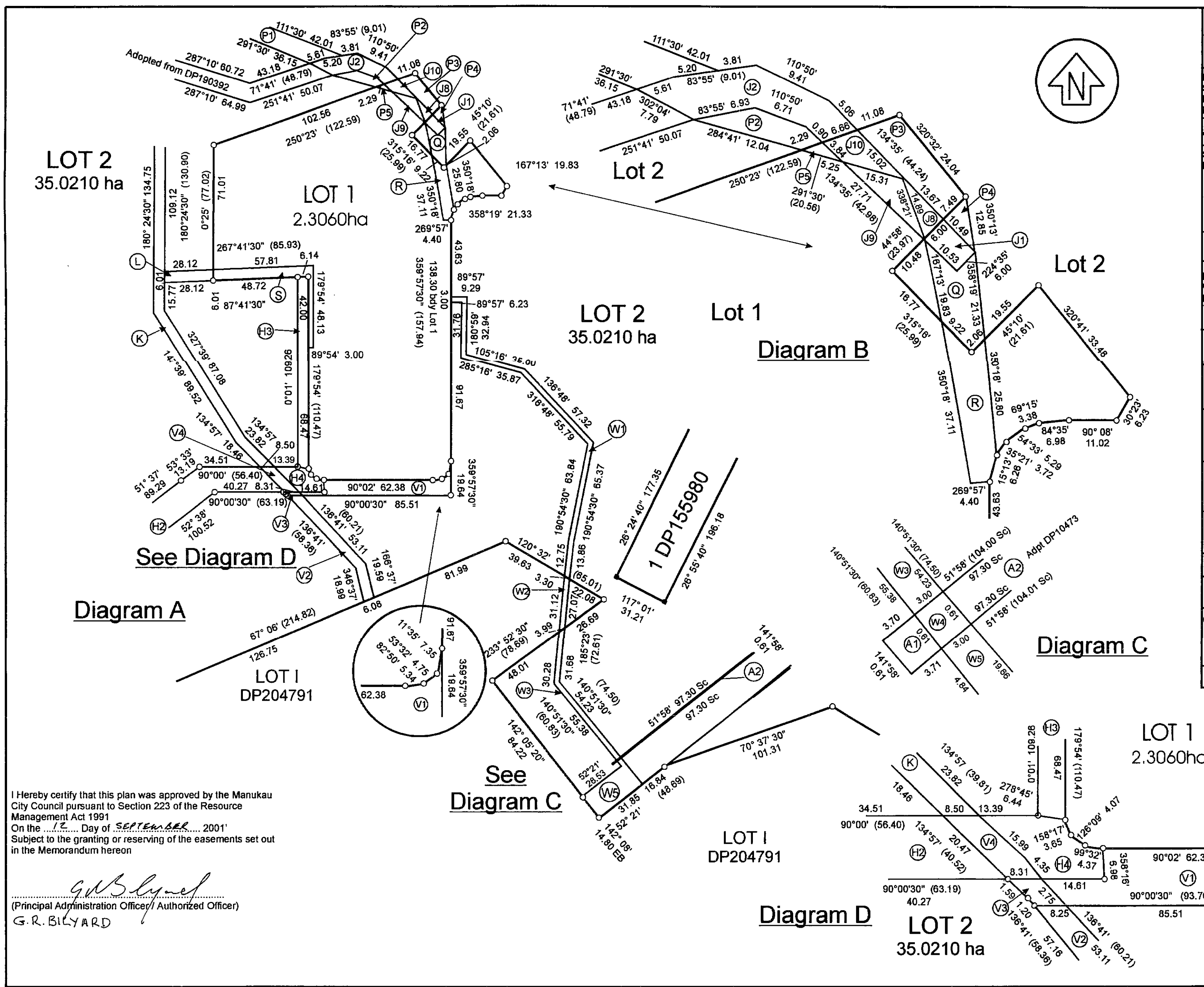
Deposited this 4th day of September 2001
For Registrar General of Lands

File Received 14 SEP 2001 Instructions 201-008 DP209362

LAND DISTRICT NORTH AUCKLAND
Survey Blk. & Dist. VI OTAHUHU
NZMS 261 Sheet

LOTS 1 & 2 BEING A SUBDIVISION OF LOT 2
DP204791 & EASEMENTS OVER LOT 1 DP 204791

TERRITORIAL AUTHORITY MANUKAU CITY
Surveyed by ASCENSION SURVEYORS LTD
Scale 1:4000 Date: JULY 2001



Memorandum of Easements			
PURPOSE	SHOWN	Servient Tenement	Dominant Tenement
ROW, Water Supply, Sewerage & Stormwater Drainage, Gas & Electricity Supply, & Tele-Communications & Liquid Fuel Supply	H1, H2 H3, H4 & V4	Lot 2 Hereon	Lot 1 Hereon
Stormwater Drainage	L, V1, V3, V4 K, J4, U1, Y, N1 J6, N2, P1, J2, P2, P4, J1, Q	Lot 2 Hereon	Lot 1 Hereon
	R, S, J8, J10, P3, & P5	Lot 1 Hereon	Lot 2 Hereon
PURPOSE	SHOWN	Servient Tenement	GRANTEE
Right to Convey Water & Right of Way	H1, H2, V4, H4, V3, V1	Lot 2 Hereon	Manukau City Council
Proposed Easements			
PURPOSE	SHOWN	Servient Tenement	Dominant Tenement
Water supply & Wastewater Drainage	Z3	Lot 1 DP204791	Lot 2 Hereon
Stormwater Drainage	V2, V3, V4, K J4, U1, Y, N1, J6, N2	Lot 2 Hereon	Lot 1 DP204791
Telecommunications & Electricity Supply	W1, W3, W4 W5	Lot 2 Hereon	Lot 1 Hereon
Telecommunications & Electricity Supply	W2	Lot 1 DP204791	Lot 1 Hereon
Proposed Easements In Gross			
PURPOSE	SHOWN	Servient Tenement	Grantee
Gas Supply	J1 - J7	Lot 2 Hereon	National Gas Corporation of New Zealand
	J8 - J10	Lot 1 Hereon	

SHEET 2 OF 2

I, Kevin Stuart Marshall of Auckland, being a person entitled to practice as a registered surveyor, certify that:

A) The surveys to which this dataset relates are accurate and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1998.

B) This dataset is accurate and has been created in accordance with that Act and those Regulations.

Signature *K Marshall* Date **10 SEPT 2001**

Field Book	p.	Traverse Book	p.
Reference Plans			
Examined	<i>R George</i>	Correct	Accredited

Approved as to Survey
17.9.2001
 Chief Surveyor

Deposited this 4th day of *September* 2001
 For Registrar General of Lands

File Received	14 SEP 2001	DP209362
Instructions	201-008	

I hereby certify that this plan was approved by the Manukau City Council pursuant to Section 223 of the Resource Management Act 1991
 On the 17 Day of September 2001
 Subject to the granting or reserving of the easements set out in the Memorandum hereon

G.R. Bilyard
 (Principal Administration Officer/ Authorized Officer)
 G.R. BILYARD



DocID: 310461670

308700 mE

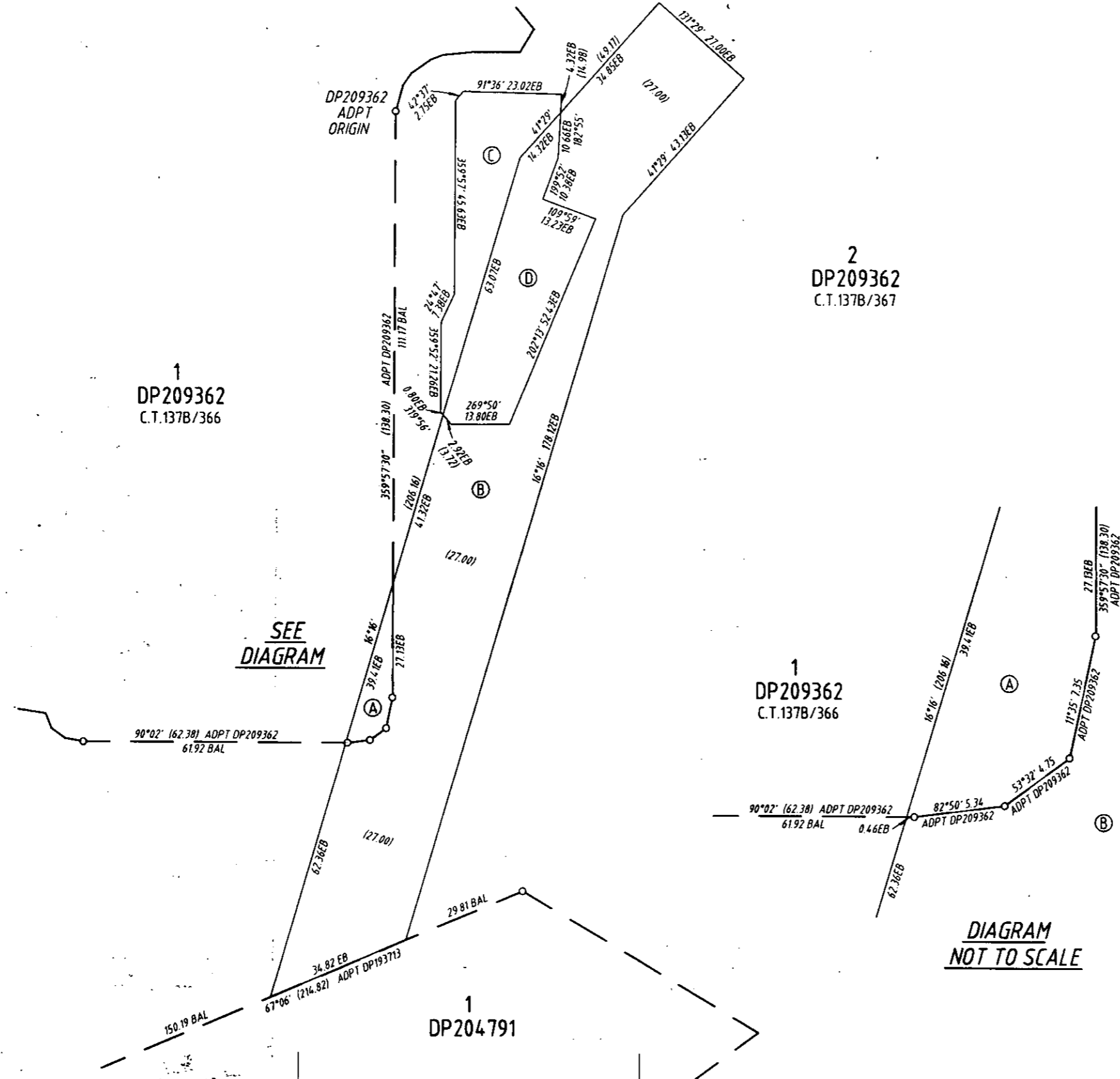
308780 mE

308860 mE

692000 mN

691920 mN

691840 mN



1
 DP209362
 C.T.137B/366

2
 DP209362
 C.T.137B/367

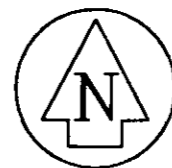
1
 DP209362
 C.T.137B/366

2
 DP209362
 C.T.137B/367

SEE
 DIAGRAM

DIAGRAM
 NOT TO SCALE

COMPUTED PLAN



Approvals		REGISTERED OWNERS	
		 CONTACT ENERGY LIMITED C.T.137B/366 & C.T.137B/367	
PROPOSED EASEMENTS IN GROSS			
PURPOSE	SERVIENT TENEMENT	SHOWN	GRANTEE
RIGHT TO CONVEY ELECTRICITY	LOT 1 DP209362 C.T.137B/366	(A)	TRANSPOWER NEW ZEALAND LTD
	LOT 2 DP209362 C.T.137B/367	(B) (C) (D)	
ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE SHOWN			
COORDINATES			
MARK	mN	mE	
DP209362 ADPT (SOURCE DP209362)	692041.09	308800.15	
CLASS OF SURVEY			
EASEMENTS 'A', 'B', 'C' & 'D' = CLASS I			
BEARING AND COORDINATE DATUM			
- GEODETIC 1949			
MT EDEN CIRCUIT COORDINATES			
ORIGIN MT EDEN - 700000mN			
- 300000mE			
Total Area			
Comprised in C.T.137B/366 (EASEMENT ONLY)			
C.T.137B/367 (EASEMENT ONLY)			
I JOHN MELVILLE GASSON OF PUKEKOHE			
being a person entitled to practise as a Registered Surveyor, certify that -			
(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1998.			
(b) This dataset is accurate, and has been created in accordance with that Act and those Regulations.			
Dated at PUKEKOHE this 26 th day of March 2002.			
Signature			
Field Book	p	Traverse Book 2013 p 82-83	
Reference Plans DP209362, DP193713, DP203790, DP20475			
Examined		Correct	Accredited
Approved as to Survey			
11/14/2002			
Deposited this 12 th day of April 2002			
 Chief Surveyor			
Approved by General Of Land			
File Received	27 MAR 2002		DP211681
Approved AKLM 97/06			

LAND DISTRICT NORTH AUCKLAND
 Survey Blk. & Dist.
 NZMS 261 Sheet Record Map No.

EASEMENTS OVER LOTS 1 & 2 DP209362

TERRITORIAL AUTHORITY MANUKAU CITY COUNCIL
 Surveyed by THE SURVEYING COMPANY
 Scale 1:800 Date NOVEMBER 2001

219205



Digital Title Plan - DP 420711

Survey Number DP 420711
Surveyor Reference 86449 GHD
Surveyor Gary Jackson Blyth
Survey Firm Fraser Thomas Ltd (Auckland)
Surveyor Declaration I Gary Jackson Blyth, being a person entitled to practise as a licensed cadastral surveyor, certify that -
(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2;
(b) This dataset is accurate, and has been created in accordance with that Act and those Rules.
Declared on 16/06/2009.

Survey Details

Dataset Description PLAN OF EASEMENT OVER LOT 1 DP 204791
Status Deposited
Land District North Auckland
Submitted Date 16/06/2009
Survey Class Class I Cadastral Survey
Survey Approval Date 19/06/2009
Deposit Date 30/10/2009

Territorial Authorities

Manukau City

Comprised In

CT NA133B/131

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Easement G Deposited Plan 420711	Easement		
Total Area		0.0000 Ha	



- CONSULTING ENGINEERS
- RESOURCE MANAGERS
- ENVIRONMENTAL CONSULTANTS
- SURVEYORS & PLANNERS

FRASER THOMAS LIMITED
 152 KOLMAR ROAD, PAPATOETOE
 P.O. BOX 23 273, HUNTERS CORNER
 AUCKLAND 2155, NEW ZEALAND
 PHONE: +64 9 278 7078
 FAX: +64 9 278 3697
 www.fraserthomas.co.nz

Land Registration District

North Auckland

Plan Number

LT 420711

Territorial Authority (the Council)

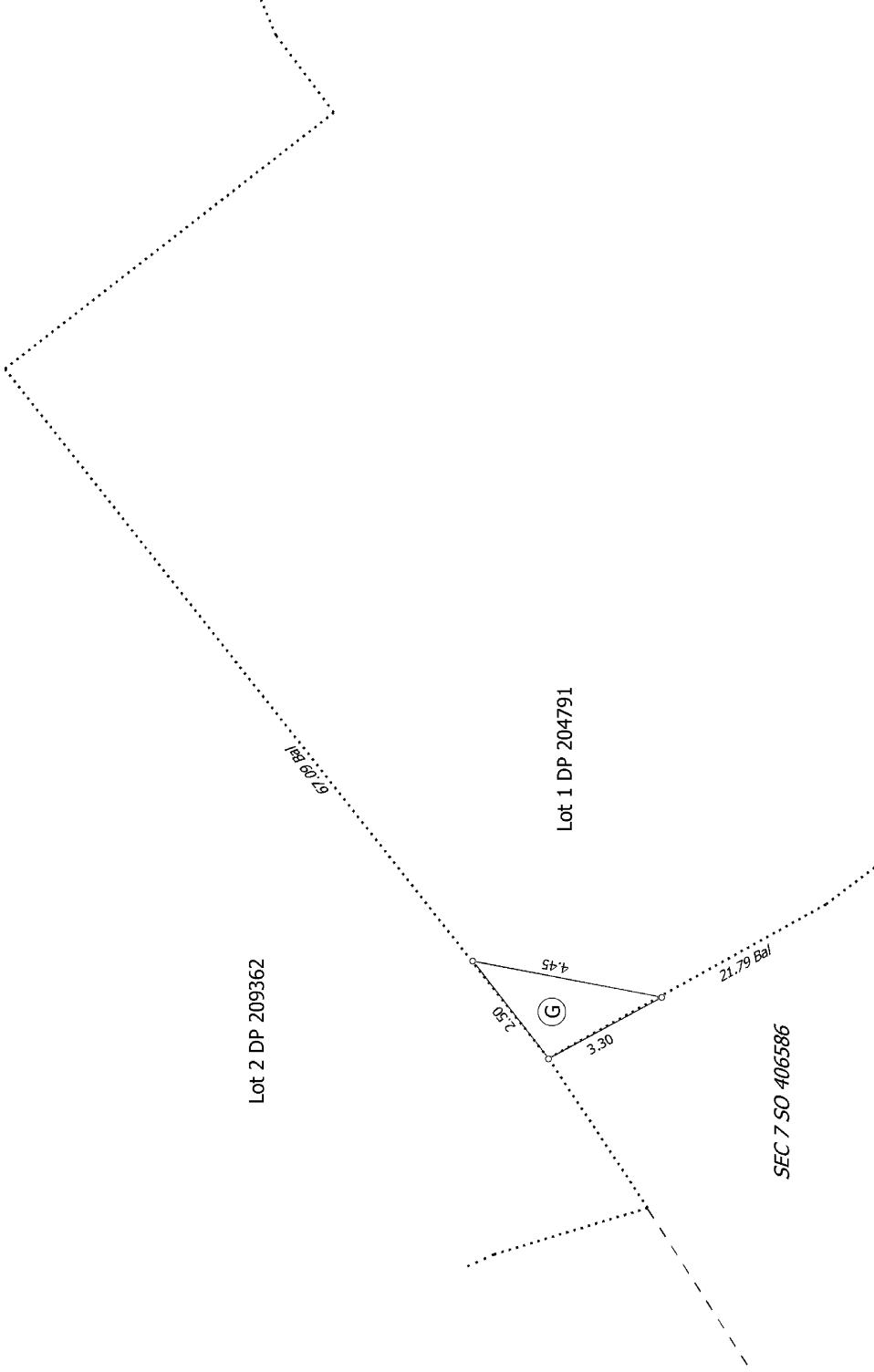
MANUKAU CITY COUNCIL

Proposed Easements			
Purpose	Shown	Servient Tenement	Dominant Tenement
Right of way, water supply, sewerage & stormwater drainage and gas, electricity, telecommunications & liquid fuel supply	G	Lot 1 DP 204791	Lots 1 & 2 DP 209362, Section 7 SO 406586, Lot 1 DP 155980 & Sections 1 – 4 SO 69716

Proposed Easements in Gross			
Purpose	Shown	Servient Tenement	Grantee
Right of way	G	Lot 1 DP 204791	Manukau City Council

Schedule of Existing Easements/ Interests to Remain with Land (Pursuant to s239(2) of the Resource Management Act 1991)		
Purpose/Interest	Shown/Document Number	Created By
Right of Way, Right to Drain Sewage and Waste Water and Right to Convey Water, Electricity, Communications, Gas and Liquid Fuel	D DP 204791	D640353.5

Diag. A
Non Primary



T 1/1

PLAN OF EASEMENT OVER LOT 1 DP 204791

Surveyor: Gary Jackson Blyth
Firm: Fraser Thomas Ltd (Auckland)

Digital Title Plan
DP 420711

Deposited on: 30/10/2009



Title Plan - SO 403357

Survey Number SO 403357
Surveyor Reference 86449 Contact legalisation
Surveyor Gary Jackson Blyth
Survey Firm Fraser Thomas Ltd (Auckland)
Surveyor Declaration I Gary Jackson Blyth, being a licensed cadastral surveyor, certify that:
(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and
(b) the survey was undertaken by me or under my personal direction.
Declared on 02 Oct 2014 09:15 AM

Survey Details

Dataset Description SECTIONS 1 - 6, 8 and 10 - 39
Status Approved as to Survey
Land District North Auckland
Submitted Date 02/10/2014
Survey Class Class A
Survey Approval Date 06/10/2014
Deposit Date

Territorial Authorities

Auckland

Comprised In

CT NA137B/367
CT NA125B/883
CT NA133B/131
CT NA130A/437

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Section 34 Survey Office Plan 403357	Strata		
Area BB Survey Office Plan 403357	Easement		
Area C Survey Office Plan 403357	Easement		
Area M Survey Office Plan 403357	Easement		
Area N Survey Office Plan 403357	Easement		
Area O Survey Office Plan 403357	Easement		
Area E Survey Office Plan 403357	Easement		
Section 16 Survey Office Plan 403357	Strata		
Section 17 Survey Office Plan 403357	Strata		
Section 18 Survey Office Plan 403357	Strata		
Section 19 Survey Office Plan 403357	Strata		
Section 20 Survey Office Plan 403357	Strata		
Section 21 Survey Office Plan 403357	Strata		
Section 22 Survey Office Plan 403357	Strata		
Section 23 Survey Office Plan 403357	Strata		
Section 24 Survey Office Plan 403357	Strata		
Section 25 Survey Office Plan 403357	Strata		



Title Plan - SO 403357

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Section 26 Survey Office Plan 403357	Strata		
Area R Survey Office Plan 403357	Easement		
Area S Survey Office Plan 403357	Easement		
Area T Survey Office Plan 403357	Easement		
Section 27 Survey Office Plan 403357	Strata		
Area U Survey Office Plan 403357	Easement		
Section 1 Survey Office Plan 403357	Legalisation	0.6244 Ha	
Section 2 Survey Office Plan 403357	Legalisation	0.5500 Ha	
Section 3 Survey Office Plan 403357	Legalisation	0.0101 Ha	
Section 4 Survey Office Plan 403357	Legalisation	0.0050 Ha	
Section 5 Survey Office Plan 403357	Legalisation	0.0099 Ha	
Section 6 Survey Office Plan 403357	Legalisation	0.9884 Ha	
Section 8 Survey Office Plan 403357	Legalisation	0.7553 Ha	
Section 10 Survey Office Plan 403357	Legalisation	0.0946 Ha	
Section 11 Survey Office Plan 403357	Legalisation	0.3058 Ha	
Section 12 Survey Office Plan 403357	Legalisation	3.4393 Ha	
Section 13 Survey Office Plan 403357	Legalisation	0.0057 Ha	
Section 14 Survey Office Plan 403357	Legalisation	0.0073 Ha	
Section 15 Survey Office Plan 403357	Strata		
Area K Survey Office Plan 403357	Easement		
Area L Survey Office Plan 403357	Easement		
Area Q Survey Office Plan 403357	Easement		
Area V Survey Office Plan 403357	Easement		
Area W Survey Office Plan 403357	Easement		
Area X Survey Office Plan 403357	Easement		
Area Z Survey Office Plan 403357	Easement		
Area P Survey Office Plan 403357	Easement		
Area AA Survey Office Plan 403357	Easement		
Area AB Survey Office Plan 403357	Easement		
Area AC Survey Office Plan 403357	Easement		
Area AD Survey Office Plan 403357	Easement		
Area Y Survey Office Plan 403357	Easement		
Area AE Survey Office Plan 403357	Easement		
Area AF Survey Office Plan 403357	Easement		
Area AG Survey Office Plan 403357	Easement		
Area AH Survey Office Plan 403357	Easement		
Area A Survey Office Plan 403357	Easement		
Area AI Survey Office Plan 403357	Easement		
Area AJ Survey Office Plan 403357	Easement		
Area AK Survey Office Plan 403357	Easement		
Area AL Survey Office Plan 403357	Easement		
Area AM Survey Office Plan 403357	Easement		
Area AN Survey Office Plan 403357	Easement		
Area AO Survey Office Plan 403357	Easement		

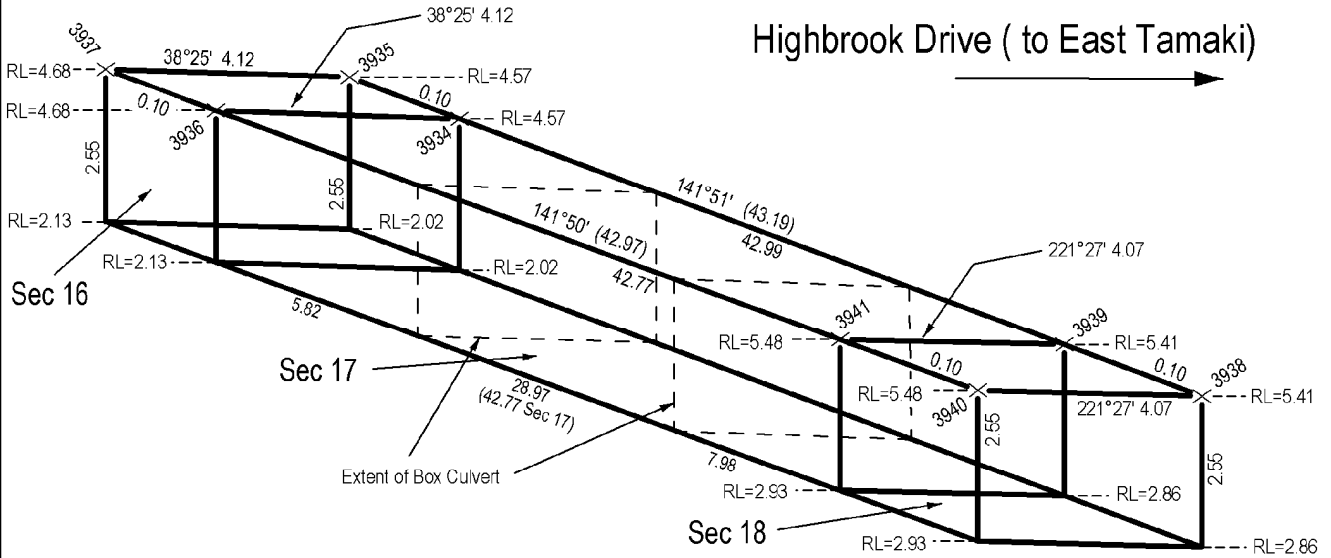


Title Plan - SO 403357

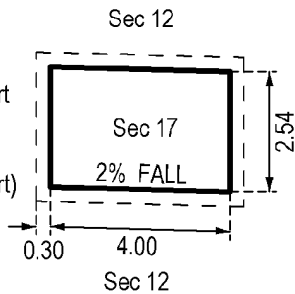
Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Area AP Survey Office Plan 403357	Easement		
Area AQ Survey Office Plan 403357	Easement		
Area AR Survey Office Plan 403357	Easement		
Area AS Survey Office Plan 403357	Easement		
Area AT Survey Office Plan 403357	Easement		
Area AU Survey Office Plan 403357	Easement		
Section 35 Survey Office Plan 403357	Strata		
Area D Survey Office Plan 403357	Easement		
Section 36 Survey Office Plan 403357	Fee Simple Title	0.8454 Ha	
Area B Survey Office Plan 403357	Easement		
Section 39 Survey Office Plan 403357	Fee Simple Title	20.4840 Ha	
Section 37 Survey Office Plan 403357	Fee Simple Title	4.0317 Ha	
Section 28 Survey Office Plan 403357	Legalisation	0.0001 Ha	
Section 38 Survey Office Plan 403357	Fee Simple Title	27.2452 Ha	
Area AV Survey Office Plan 403357	Easement		
Section 29 Survey Office Plan 403357	Legalisation	0.0003 Ha	
Section 30 Survey Office Plan 403357	Legalisation	0.0007 Ha	
Section 31 Survey Office Plan 403357	Legalisation	0.0003 Ha	
Section 32 Survey Office Plan 403357	Legalisation	0.0004 Ha	
Section 33 Survey Office Plan 403357	Legalisation	0.0004 Ha	
Area F Survey Office Plan 403357	Easement		
Area G Survey Office Plan 403357	Easement		
Area H Survey Office Plan 403357	Easement		
Area AW Survey Office Plan 403357	Easement		
Area AX Survey Office Plan 403357	Easement		
Area AY Survey Office Plan 403357	Easement		
Area AZ Survey Office Plan 403357	Easement		
Area I Survey Office Plan 403357	Easement		
Area BA Survey Office Plan 403357	Easement		
Area J Survey Office Plan 403357	Easement		
Lot 1 Deposited Plan 209362	Fee Simple Title	2.3060 Ha	
Lot 1 Deposited Plan 155980	Fee Simple Title	0.6363 Ha	
Total Area		62.3466 Ha	

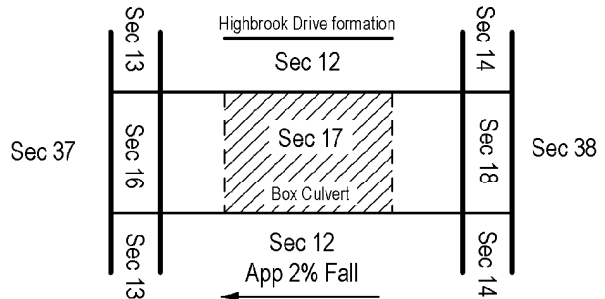
Highbrook Drive (to East Tamaki)



Title boundary is the inside concrete face of the box culvert extended to intersect the adjacent Road boundaries.
(Weir access underpass culvert)



Typical Cross Section



Typical Long Section

Notes:

- 1, × indicates the Landonline point and the number adjacent is the Landonline reference.
- 2, See LOL Title Plan sheets 4 & 6 for Section 16 - 18 locations
- 3, Dimensions shown are plan view dimensions
- 4, Heights are in term of LINZ Mean Sea Level Datum 1946
Origin of levels : RM 4887 SO 55767
RL= 14.09m

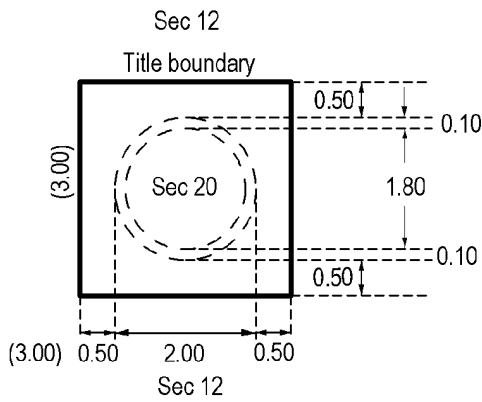
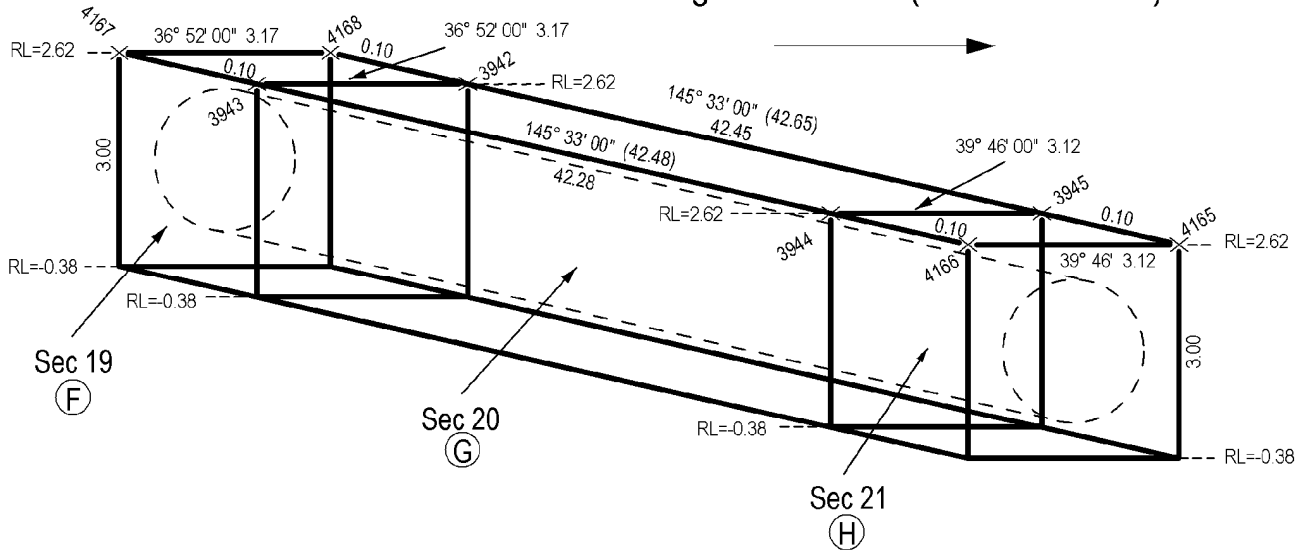
SO 403357

Fraser Thomas
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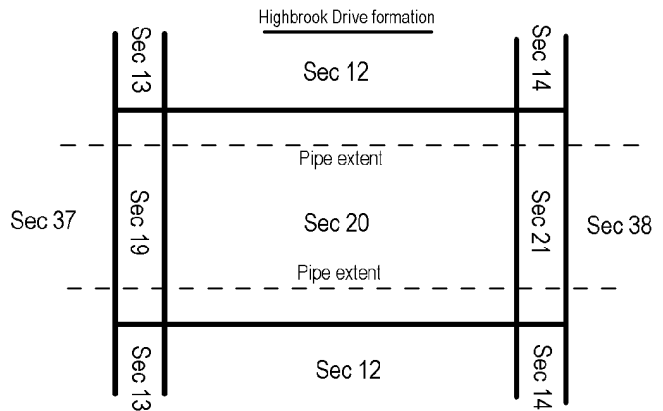
**PLAN OF SECTIONS 16 - 18 ON
SECTIONS 12 - 14
SO 403357
HIGHBROOK DRIVE, EAST TAMAKI**

SCALE: (A4)	REVISION	
NOT TO SCALE	B	
SURVEYED	FF	06/03/08
DRAWN	CK	03/04/08
CAD FILE No.	P:186 Series 864491 86449 Ease Diag - EB 1 Rev A-u	
DRAWING NUMBER	86449/EB1	

Highbrook Drive (to East Tamaki)



Typical Cross Section
(Cooling pond outflow pipe)



Typical Long Section

Notes:

- 1, × indicates the Landonline point and the number adjacent is the Landonline reference.
- 2, See LOL Title Plan sheets 4 & 6 for Section 19 - 21 locations
- 3, Dimensions shown are plan view dimensions
- 4, Heights are in term of LINZ Mean Sea Level Datum 1946
Origin of levels : RM 4887 SO 55767
RL= 14.09m

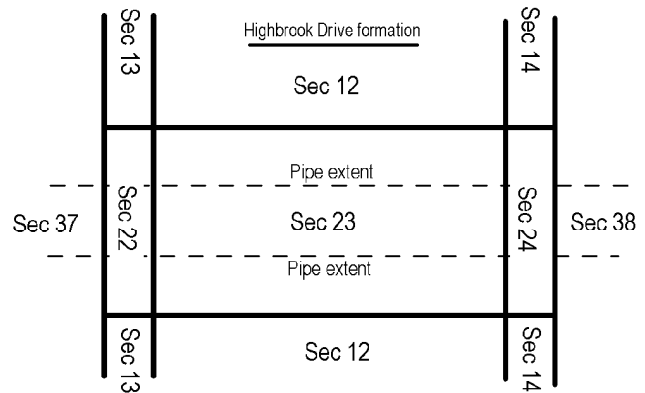
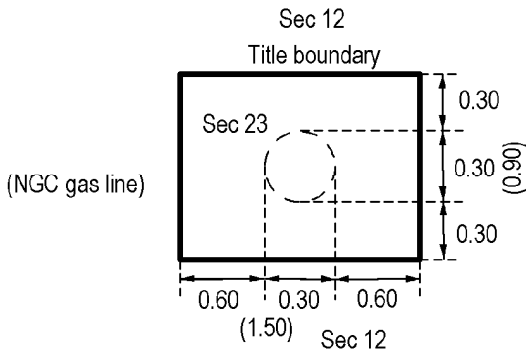
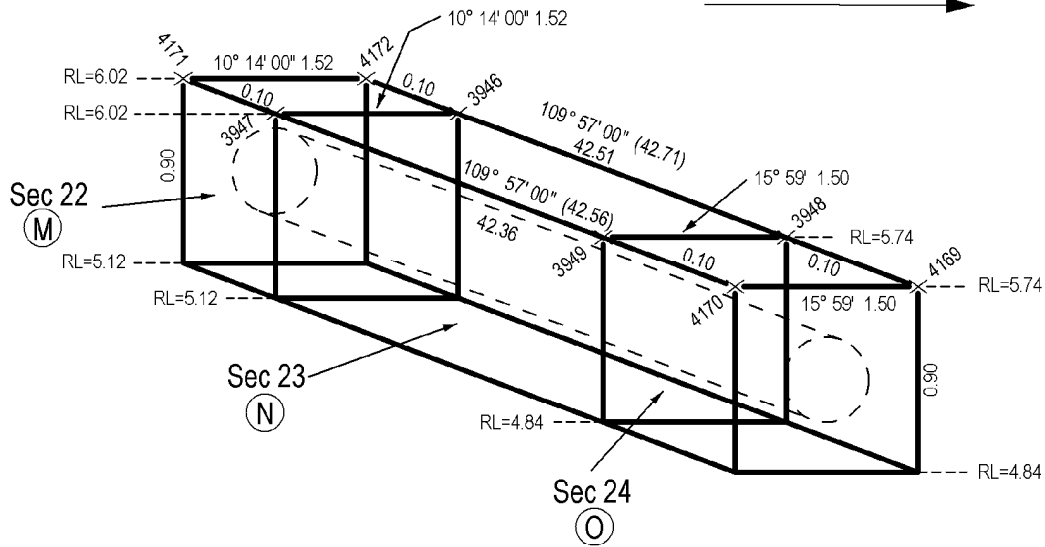
SO 403357

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**PLAN OF SECTIONS 19 - 21 ON
SECTIONS 12 - 14
SO 403357
HIGHBROOK DRIVE, EAST TAMAKI**

SCALE: (A4)		REVISION
NOT TO SCALE		B
SURVEYED	FF	23/05/05
DRAWN	CK	02/04/08
CAD FILE No. P:186 Series186449\ 86449 Ease Diag - EB 2-u		
DRAWING NUMBER		86449/EB2

Highbrook Drive (to East Tamaki)



Notes:

- 1, × indicates the Landonline point and the number adjacent is the Landonline reference.
- 2, See LOL Title Plan sheets 5 & 9 for Section 22 - 24 locations
- 3, Dimensions shown are plan view dimensions
- 4, Heights are in term of LINZ Mean Sea Level Datum 1946
Origin of levels : RM 4887 SO 55767
RL= 14.09m

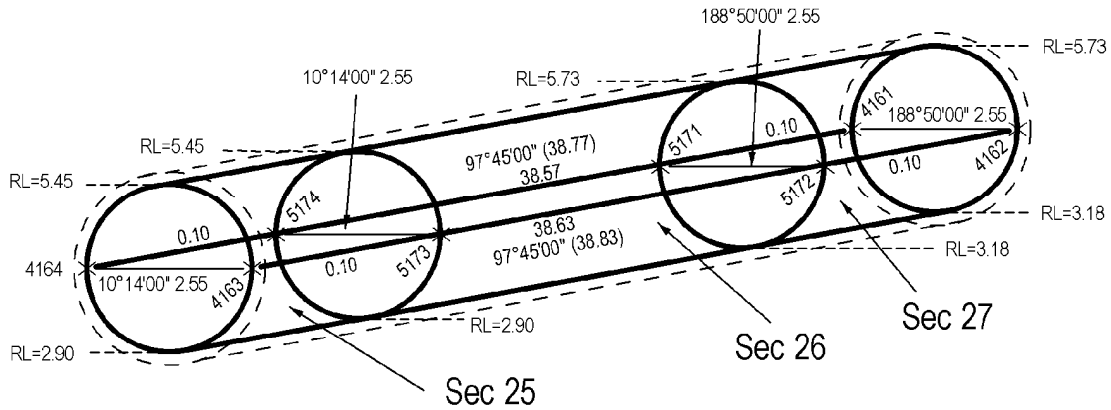
SO 403357

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 152 KOLMAR ROAD, PAPAETOE
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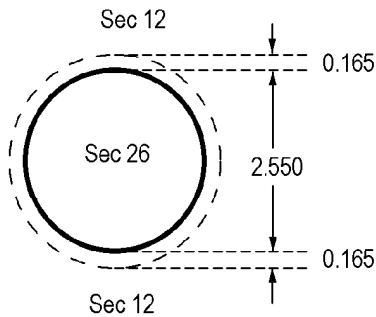
**PLAN OF SECTIONS 22 - 24 ON
 SECTIONS 12 - 14
 SO 403357
 HIGHBROOK DRIVE, EAST TAMAKI**

SCALE: (A4)		REVISION
NOT TO SCALE		C
SURVEYED	FF	11/05/05
DRAWN	CK	02/04/08
CAD FILE No. P:186 Series186449\ 86449 Ease Diag - EB 3-u		
DRAWING NUMBER		86449/EB3

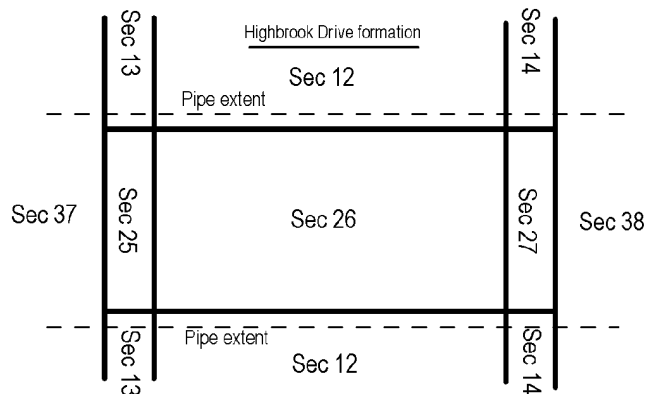
Highbrook Drive (to East Tamaki)



Title boundary is the inside face of pipe (services tunnel)



Typical Cross Section



Typical Long Section

Notes:

- 1, × indicates the Landonline point and the number adjacent is the Landonline reference.
- 2, See LOL Title Plan sheets 5 & 9 for Section 25 - 27 locations
- 3, Dimensions shown are plan view dimensions
- 4, Heights are in term of LINZ Mean Sea Level Datum 1946

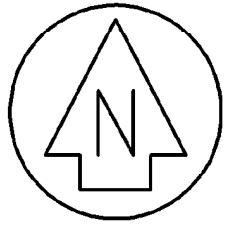
Origin of levels : RM 4887 SO 55767
RL= 14.09m

SO 403357

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**PLAN OF SECTIONS 25 - 27 ON
SECTIONS 12 - 14
DP 403357
HIGHBROOK DRIVE, EAST TAMAKI**

SCALE: (A4)		REVISION
NOT TO SCALE		B
SURVEYED	FF	11/05/05
DRAWN	CK	02/04/08
CAD FILE No.	P:186 Series186449\ 86449 Ease Diag - EB 4-u	
DRAWING NUMBER	86449/EB4	



LOT 3
DP 203612

HIGHBROOK DRIVE

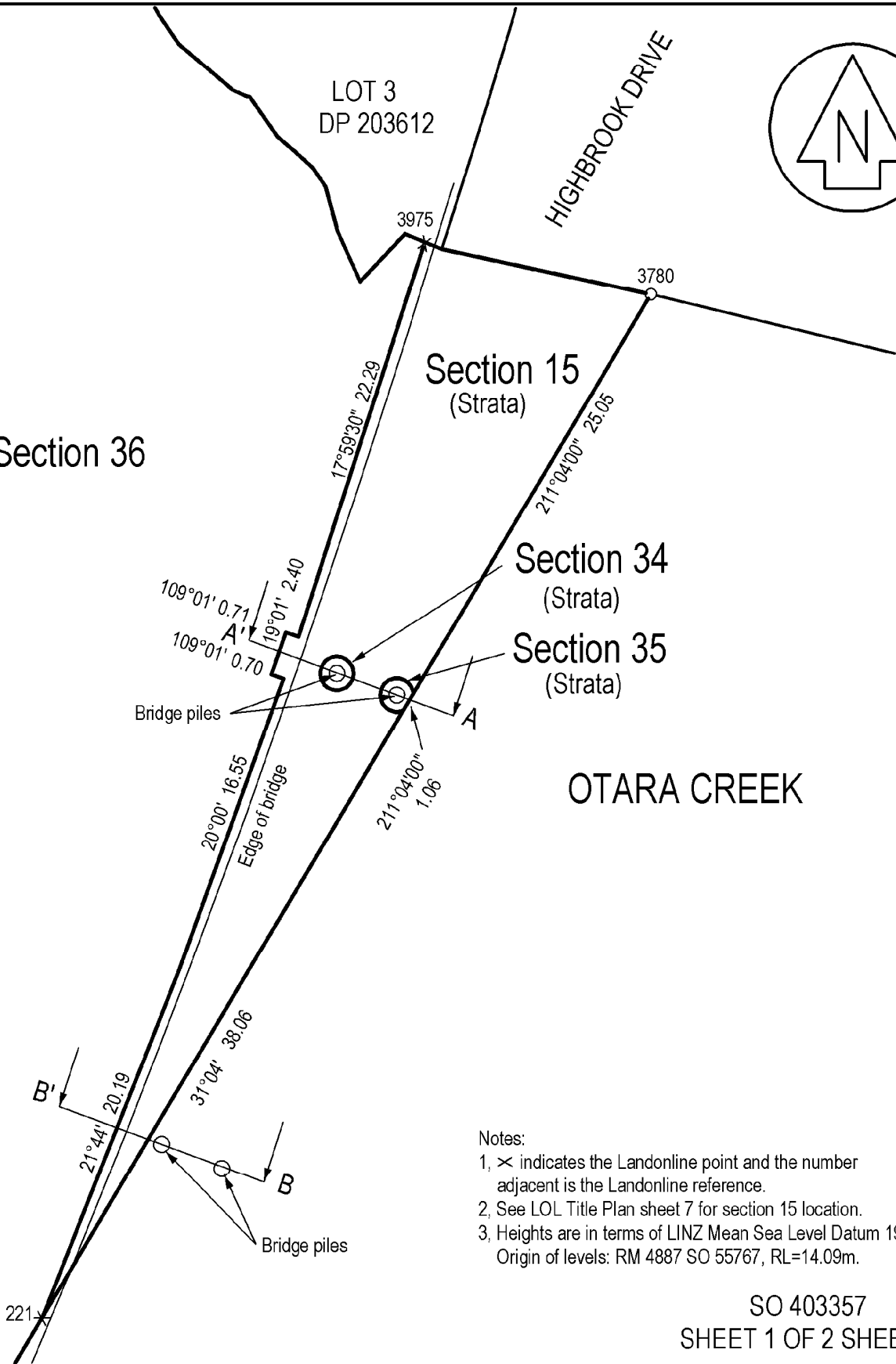
Section 36

Section 15
(Strata)

Section 34
(Strata)

Section 35
(Strata)

OTARA CREEK



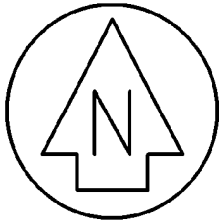
- Notes:
- 1, × indicates the Landonline point and the number adjacent is the Landonline reference.
 - 2, See LOL Title Plan sheet 7 for section 15 location.
 - 3, Heights are in terms of LINZ Mean Sea Level Datum 1946.
Origin of levels: RM 4887 SO 55767, RL=14.09m.

SO 403357
SHEET 1 OF 2 SHEETS

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PLAN OF SECTIONS 15, 34 & 35
SO 403357
HIGHBROOK DRIVE, EAST TAMAKI

SCALE: (A4)		REVISION	
1:300			
SURVEYED	MB	17/3/09	
DRAWN	JGS	18/3/09	
CAD FILE No.	P:186Series1864491 Bridge X Section - 86449EB5-1u		
DRAWING NUMBER	86449/EB5		

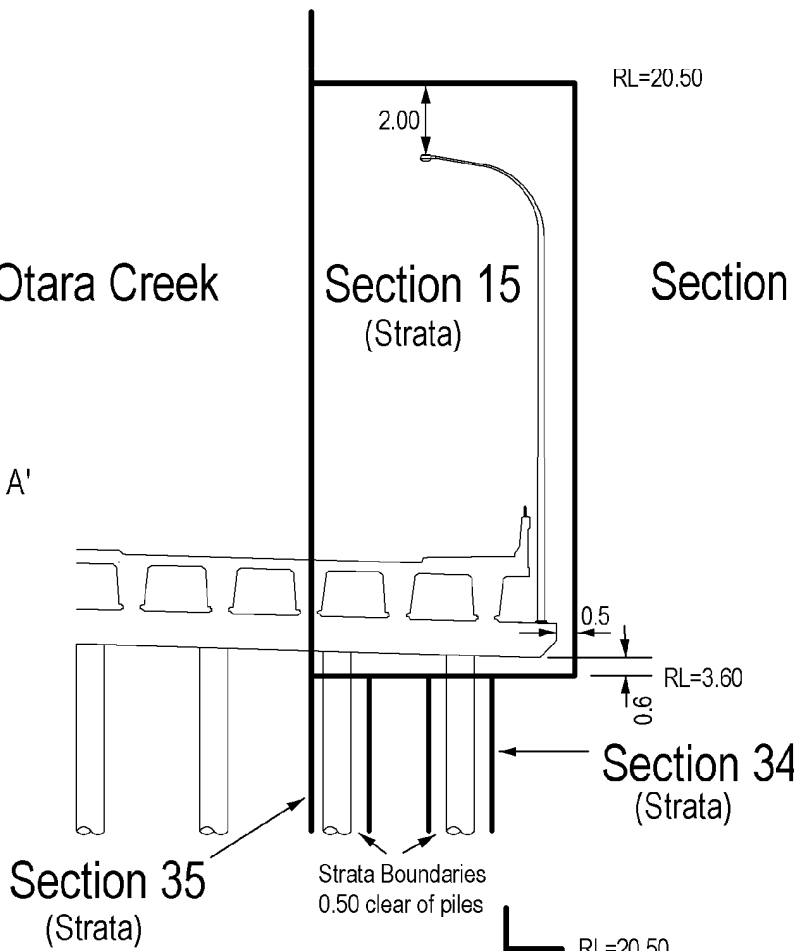


Otara Creek

Section 15
(Strata)

Section 36

Cross-section A - A'



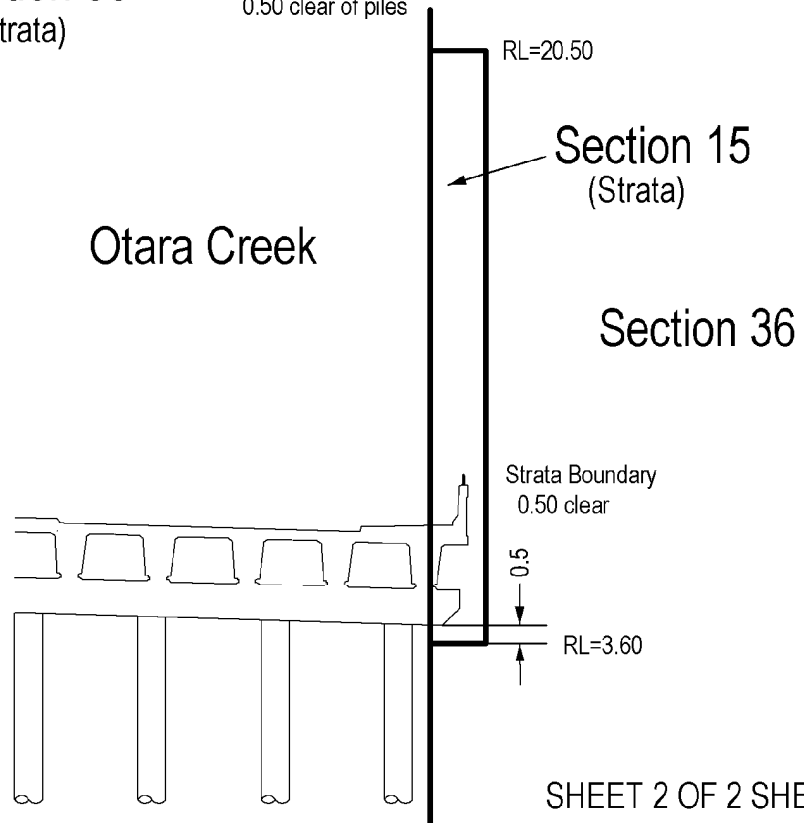
Otara Creek

RL=20.50

Section 15
(Strata)

Section 36

Cross-section B - B'



SHEET 2 OF 2 SHEETS



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PLAN OF SECTIONS 15, 34 & 35
SO 403357

HIGHBROOK DRIVE, EAST TAMAKI

SCALE: (A4)

REVISION

1:200

SURVEYED	JGS	18/3/09
DRAWN	MB	17/3/09
CAD FILE No.	P:106 Series\06449\ Bridge X Section - 86449EB5-2u	

DRAWING NUMBER **86449/EB5**

Schedule / Memorandum



- CONSULTING ENGINEERS
- RESOURCE MANAGERS
- ENVIRONMENTAL CONSULTANTS
- SURVEYORS & PLANNERS

FRASER THOMAS LIMITED
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 WWW.fraserthomas.co.nz

Land Registration District

North Auckland

Plan Number

SO 403357

Land to be acquired for public road			
Shown	Description	CT	Area (Ha)
Section 3	Part Lot 1 DP 204791	NA 133B/131	0.0101
Section 4	Part Lot 1 DP 204791	NA 133B/131	0.0050
Section 5	Part Lot 1 DP 204791	NA 133B/131	0.0099
Section 12	Part Lot 2 DP 209362	NA137B/367	3.4393
Section 34 (Strata)	Part Section 3 SO 69716	NA125B/883	0.0003
Section 35 (Strata)	Part Section 3 SO 69716	NA125B/883	0.0002
Section 15 (Strata)	Part Section 3 SO 69716	NA125B/883	0.0353

Land to be set apart for road			
Shown	Description	CT	Area (Ha)
Section 2	Part Lot 1 DP 201385	NA130A/437	0.5500
Section 6	Part Lot 1 DP 201385	NA130A/437	0.9884

Severence lot			
Shown	Description	CT	Area
Section 1	Part Lot 1 DP 201385	NA130A/437	0.6244
Section 8	Part Lot 1 DP 201385	NA130A/437	0.7553

Land to be acquired for motorway purposes			
Shown	Description	CT	Area (Ha)
Section 10	Part Lot 2 DP 209362	NA137B/367	0.0946

Land to be acquired for motorway			
Shown	Description	CT	Area (Ha)
Section 11	Part Lot 2 DP 209362	NA137B/367	0.3058

Schedule / Memorandum

Land to be acquired for boundary/segregation strip			
Shown	Description	CT	Area (Ha)
Section 13	Part Lot 2 DP 209362	NA137B/367	0.0057
Section 14	Part Lot 2 DP 209362	NA137B/367	0.0073
Section 29	Part Lot 1 DP 204791	NA 133B/131	0.0003
Section 31	Part Lot 1 DP 204791	NA 133B/131	0.0003
Section 33	Part Lot 1 DP 204791	NA 133B/131	0.0004

Land to be set apart for boundary/segregation strip			
Shown	Description	CT	Area (Ha)
Section 28	Part Lot 1 DP 201385	NA130A/437	0.0001
Section 30	Part Lot 1 DP 201385	NA130A/437	0.0007
Section 32	Part Lot 1 DP 201385	NA130A/437	0.0004

Sections 15 – 27, 34 & 35 are Strata Parcels, see plan graphic for details.

Schedule / Memorandum



- CONSULTING ENGINEERS
- RESOURCE MANAGERS
- ENVIRONMENTAL CONSULTANTS
- SURVEYORS & PLANNERS

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 www.fraserthomas.co.nz

Land Registration District

North Auckland

Plan Number

SO 403357

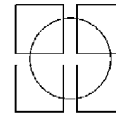
Territorial Authority (the Council)

AUCKLAND COUNCIL

Proposed Easements			
Purpose	Shown	Servient Tenement	Dominant Tenement
Right of way, water supply, sewerage & stormwater drainage, gas, electricity, telecommunications and liquid fuel supply	B Hereon	Section 38 Hereon	Lot 1 DP 209362
Right of way	C Hereon	Section 13 Hereon	Sections 37 & 38 Hereon
Stormwater drainage	D Hereon	Section 38 Hereon	Lot 1 DP 209362
	E Hereon	Section 37 Hereon	
	F Hereon (Height Restricted)	Section 19 Hereon	Lot 1 DP 209362 & Section 39 Hereon
	G Hereon (Height Restricted)	Section 20 Hereon	
	H Hereon (Height Restricted)	Section 21 Hereon	
	Telecommunications and Electricity Supply	AJ Hereon	Section 39 Hereon
BB Hereon		Section 38 Hereon	
Water Supply and Wastewater Drainage			
Proposed Easements in Gross			
Purpose	Shown	Servient Tenement	Grantee
Right of way	B Hereon	Section 38 Hereon	Manukau City Council
Right to Convey Water	B Hereon	Section 38 Hereon	Manukau Water Ltd
Electricity Supply	I Hereon	Section 1 Hereon	Vector Ltd
Gas Supply	V, X, AA, AB & AT Hereon	Section 38 Hereon	
	AE, AW & AU Hereon	Section 37 Hereon	
	M Hereon (Height Restricted)	Section 22 Hereon	
	N Hereon (Height Restricted)	Section 23 Hereon	
	O Hereon (Height Restricted)	Section 24 Hereon	

Schedule / Memorandum

Fraser Thomas Limited
 152 Kolmar Road : Papatoetoe : MANUKAU 2025
 PO Box 23273 : Hunters Corner : MANUKAU 2155
 AUCKLAND : N+W ZEALAND
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**Fraser
Thomas**

ENGINEERS RESOURCE MANAGERS SURVEYORS

Land Registration District

NORTH AUCKLAND

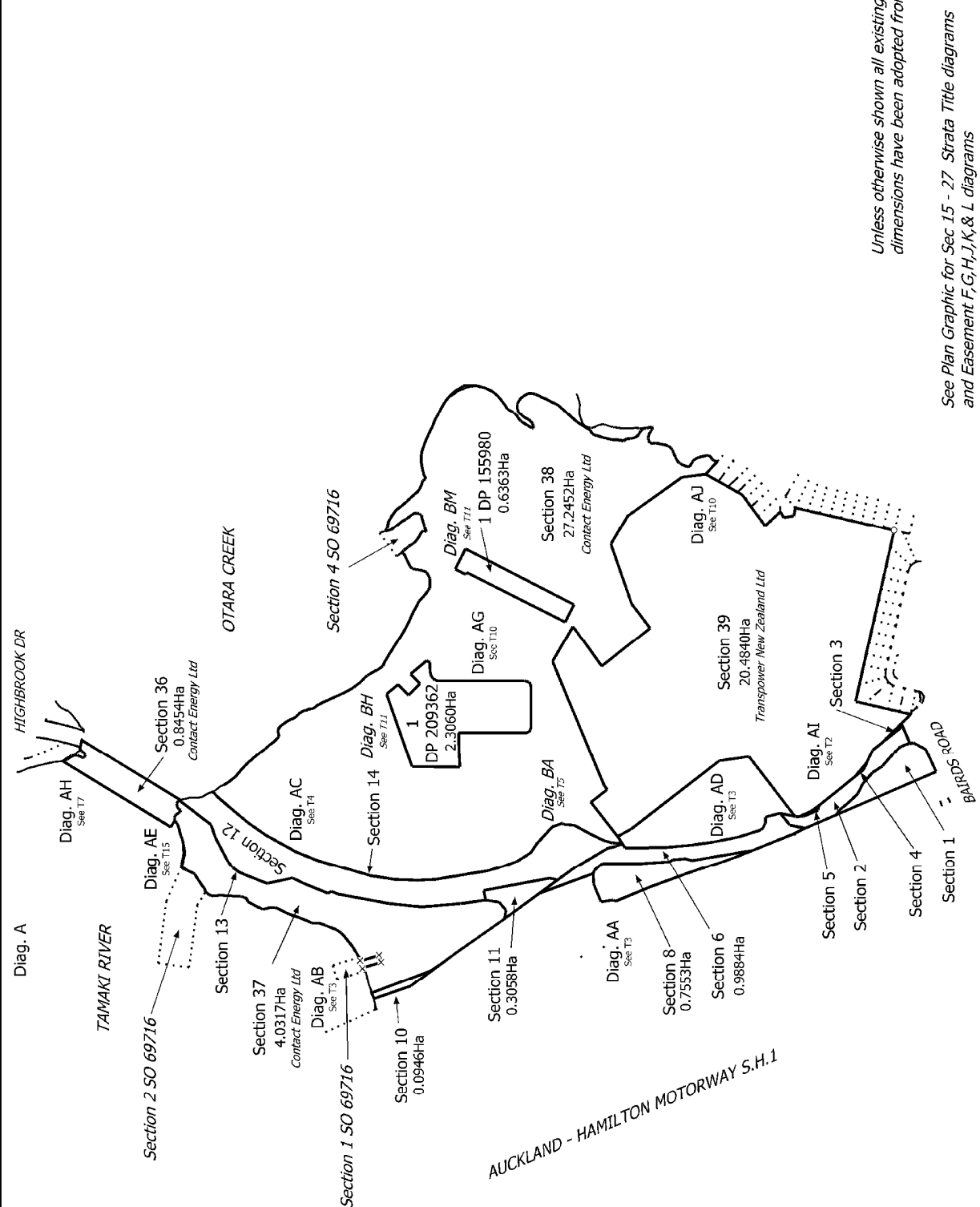
Plan Number

SO 403357

Territorial Authority (the Council)

AUCKLAND COUNCIL

Schedule of Existing Easements/ Interests to Remain with Land (Pursuant to s239(2) of the Resource Management Act 1991)			
Purpose/Interest	Shown/Document Number	Servient Tenement	Created By
Right of Way	AZ Hereon	Section 39 Hereon	8196479.2
Right of Way, Water Supply, Sewage and Stormwater Drainage and Gas, Electricity, Telecommunications and Liquid Fuel Supply			8196479.1
Right of Way and Right to Convey Water, Drain Sewage and Waste Water and to Electricity, Communications, Gas and Liquid Fuel Rights			D640353.5
Water Drainage Right	A, AF & AG Hereon	Section 38 Hereon	T91645
Electricity Right	AX & AY hereon		T595037
Right of Way and Right to Convey Water	P, R, T, S, AP & AO Hereon		D640353.10
Right of Way and Water Supply, Sewerage and Stormwater Drainage, Gas and Electricity Supply, Telecommunications and Liquid Fuel Supply rights	P, U, T & R Hereon		D640353.11
Stormwater Drainage	L, AP, S, R, AO, K, AB, AC, Y, AD, X, Z, W, V & Q Hereon		T5271467.1
Telecommunications and Electricity Supply Rights	AN, AM, AL, AI, AG & AH Hereon		
Right to Convey Electricity	AQ, AM, AR, BA & AS Hereon		
Stormwater Drainage	AE & AV	Section 37 Hereon	D640353.11
Noise, Vibration and Emission Rights		Section 1 Hereon	D533860.6

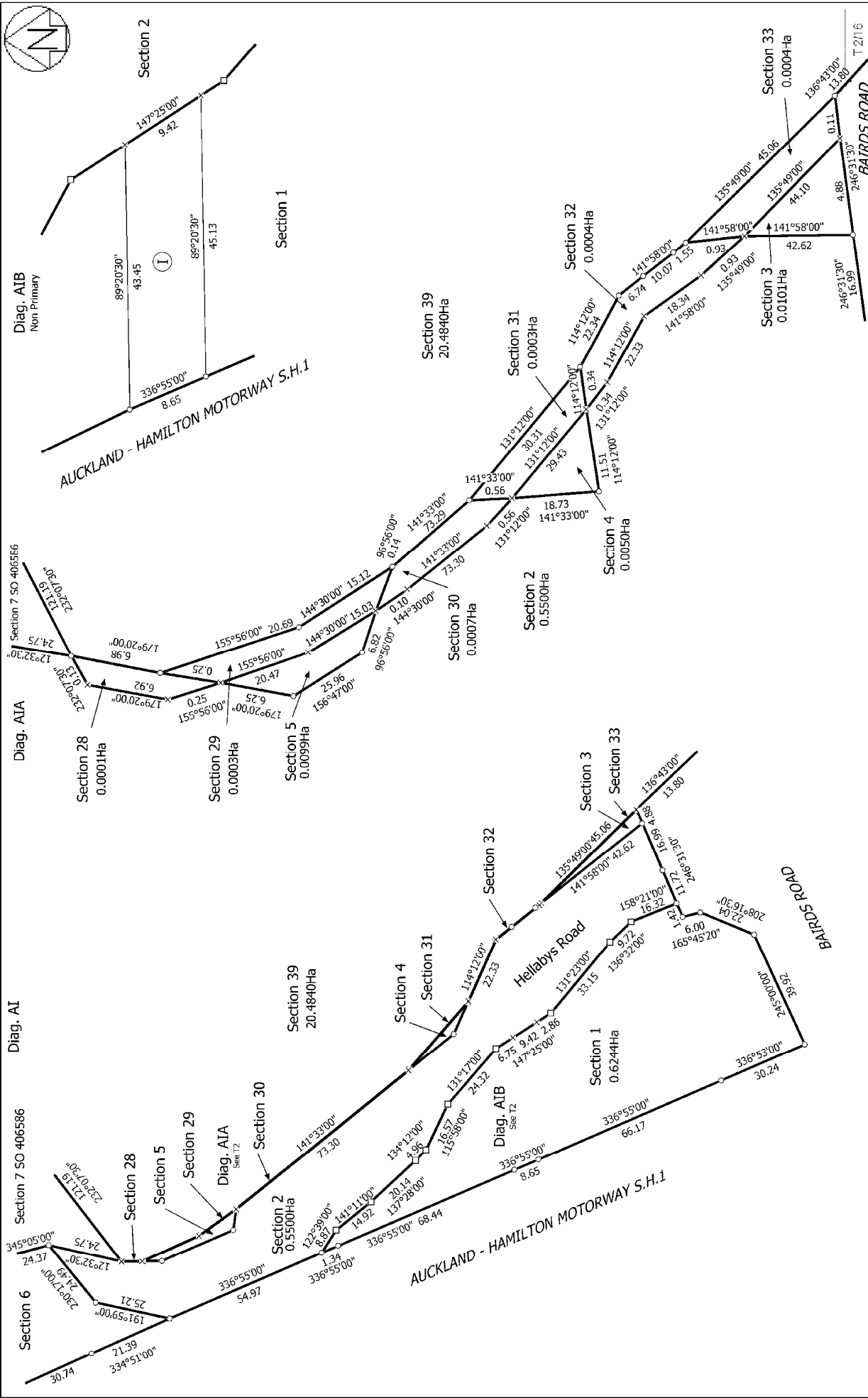


Unless otherwise shown all existing easement dimensions have been adopted from DP 209362

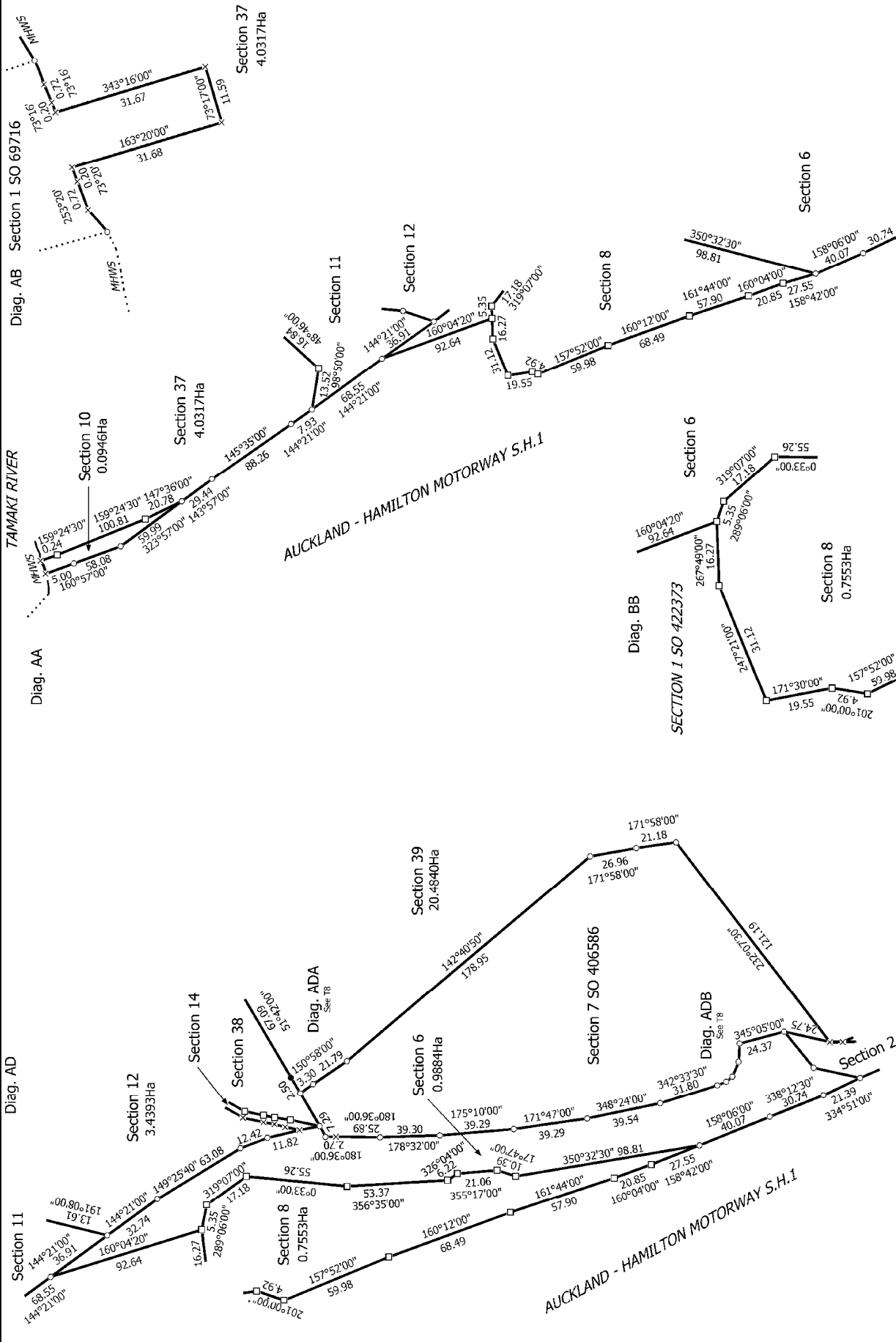
See Plan Graphic for Sec 15 - 27 - Strata Title diagrams and Easement F, G, H, J, K, & L diagrams

T 1/16

<p>Land District: North Auckland</p>	<p>Surveyor: Gary Jackson Blyth Firm: Fraser Thomas Ltd (Auckland)</p>	<p>Section 1 - 6, 8 and 10 - 39</p>
<p>Digitally Generated Plan Generated on: 06/10/2014 09:25am Page 14 of 29</p>		<p>Title Plan SO 403357 Approved on: 6/10/2014</p>

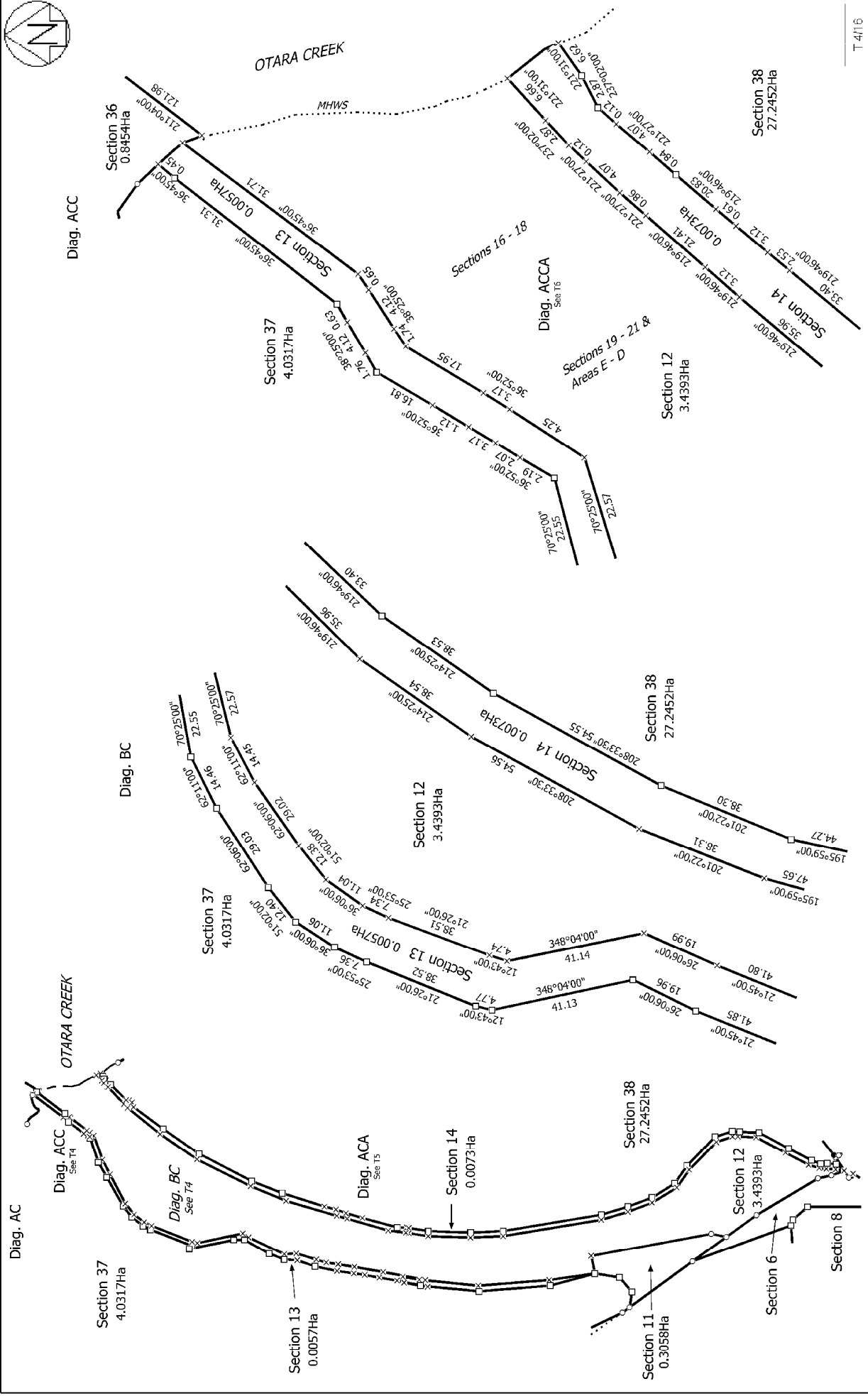


<p>Land District: North Auckland</p>	<p>Surveyor: Gary Jackson Blyth Firm: Fraser Thomas Ltd (Auckland)</p>	<p>SECTIONS 1 - 6, 8 and 10 - 39</p>
<p>Title Plan SO 403357 Approved on: 6/10/2014</p>		<p>Digitally Generated Plan Generated on: 06/10/2014 05:25:25 Page 15 of 29</p>



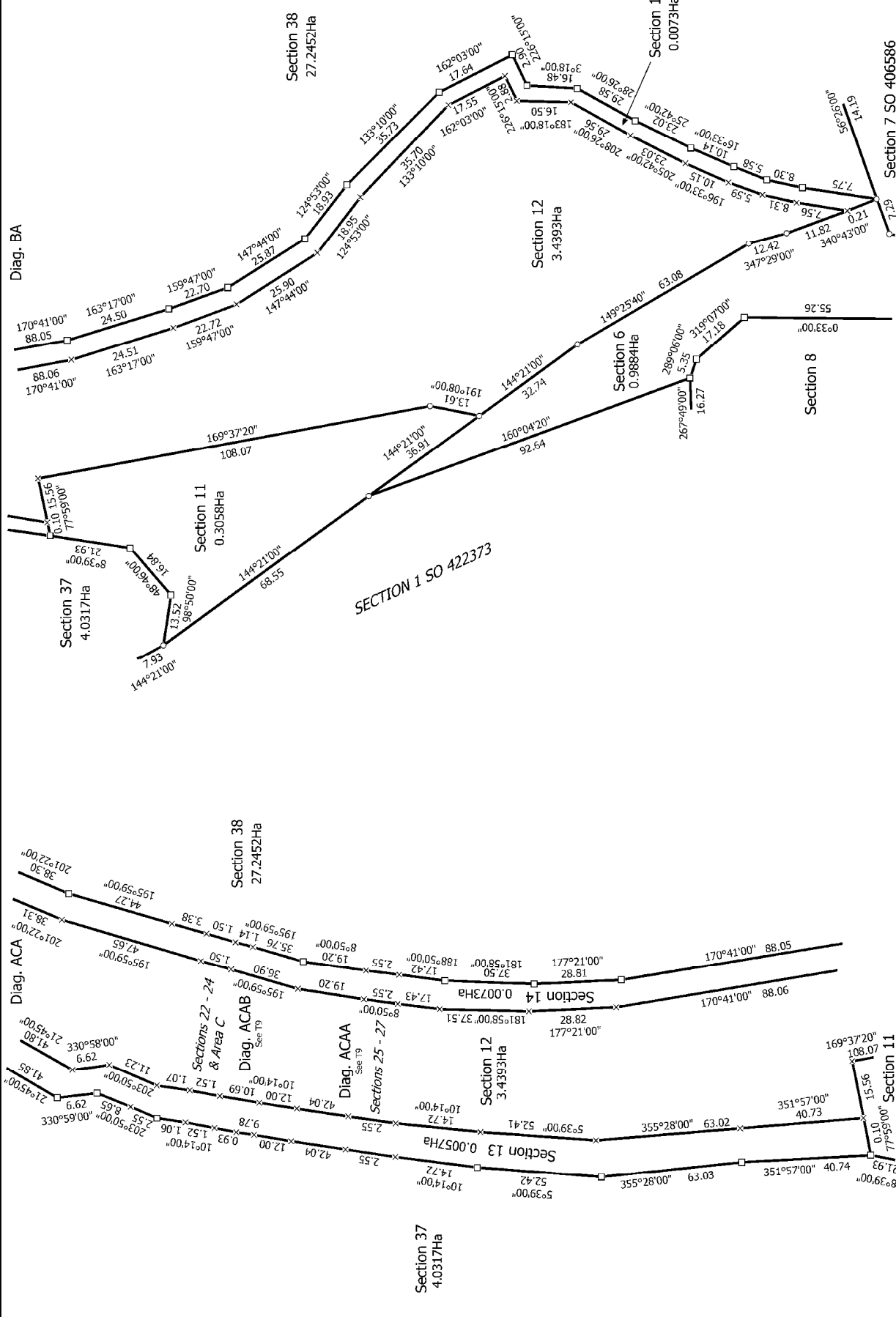
T 8/16

<p>Land District: North Auckland</p>	<p>SECTION 1 - 6, 8 and 10 - 39</p>	<p>Digitally Generated Plan Generated on: 06/10/2014 09:25am Page 16 of 29</p>
<p>Surveyor: Gary Jackson Blyth Firm: Fraser Thomas Ltd (Auckland)</p>	<p>SO 403357</p>	<p>Title Plan SO 403357 Approved on: 6/10/2014</p>



T 4/16

<p>Land District: North Auckland</p>	<p>Surveyor: Gary Jackson Blyth Firm: Fraser Thomas Ltd (Auckland)</p>	<p>SECTIONS 1 - 6, 8 and 10 - 39</p>
<p>Title Plan SO 403357 Approved on: 6/10/2014</p>		<p>Digitally Generated Plan Generated on: 06/10/2014 09:25am Page 17 of 29</p>



T 5/16

Section 7 SO 406586

Title Plan
SO 403357
 Approved on: 6/10/2014

Surveyor: Gary Jackson Blyth
 Firm: Fraser Thomas Ltd (Auckland)

SECTIONS 1 - 6, 8 and 10 - 39

Land District: North Auckland

Digitally Generated Plan
 Generated on: 06/10/2014 09:25:41am Page 18 of 29

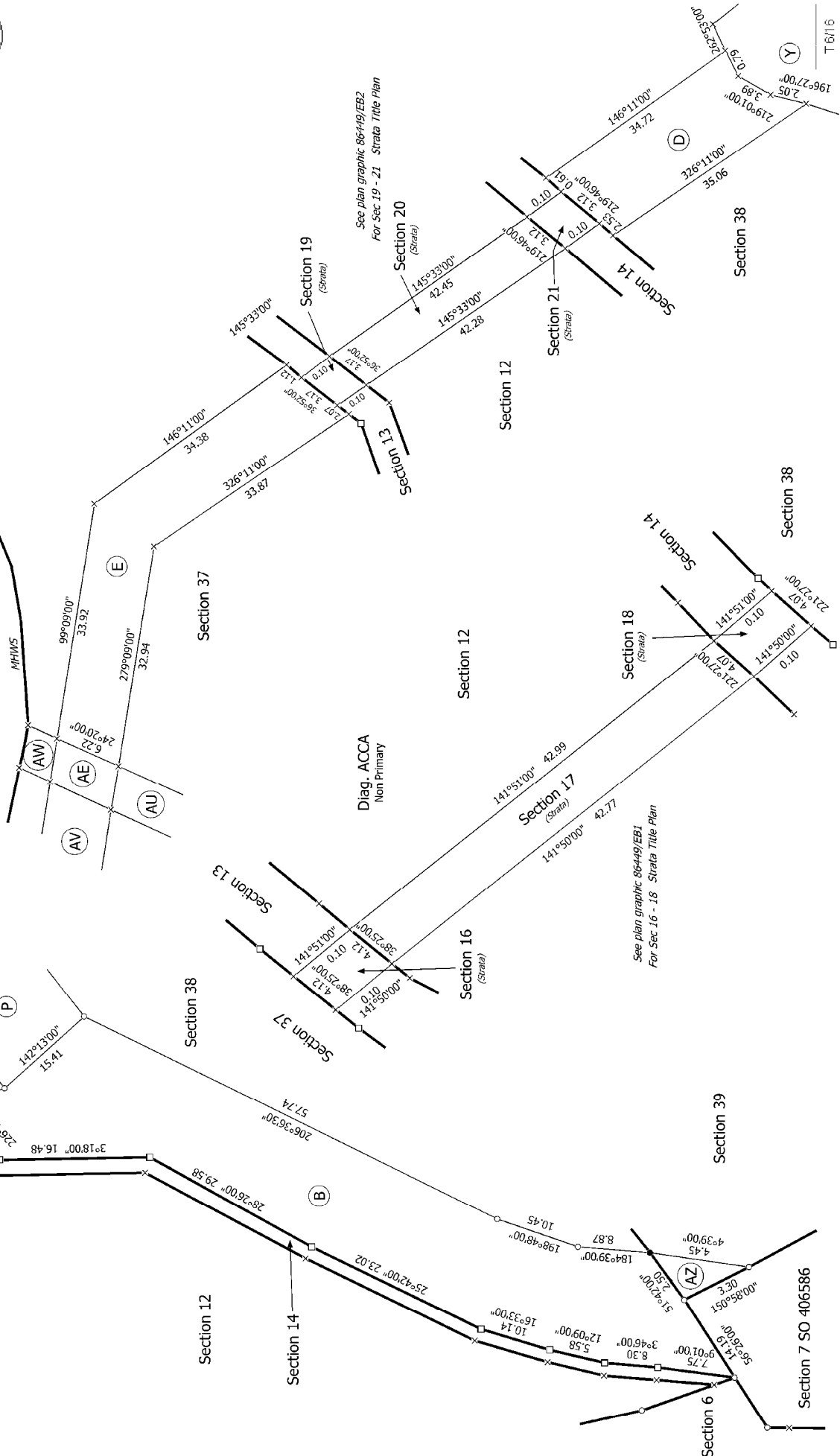


Diag. BD
Non Primary

Diag. AFB
Non Primary

TAMAKI RIVER

MHWS



Section 19
(Strata)

Section 20
(Strata)

Section 14
(Strata)

Section 21
(Strata)

Section 12

Section 13

Section 14

Section 18
(Strata)

Section 17
(Strata)

Section 16
(Strata)

Section 13

Section 37

Section 38

Section 39

Section 7 SO 406586

Section 6

Section 12

Section 14

Section 13

Section 37

Section 38

Section 19

Section 20

Section 14

Section 21

Section 12

Section 13

Section 14

Section 18

Section 17

Section 16

Section 13

Section 37

Section 38

Section 39

Section 7 SO 406586

Section 6

Section 12

Section 14

Section 13

Section 37

Section 38

Section 19

Section 20

Section 14

Section 21

Section 12

Section 13

Section 14

Section 18

Section 17

Section 16

Section 13

Section 37

Section 38

Section 39

Section 7 SO 406586

Section 6

Diag. ACCA
Non Primary

Diag. BD
Non Primary

Diag. AFB
Non Primary

Diag. ACCA
Non Primary

Diag. BD
Non Primary

Diag. AFB
Non Primary

See plan graphic 86449/EB2
For sec 19 - 21 Strata Title Plan

See plan graphic 86449/EB1
For sec 16 - 18 Strata Title Plan

Section 19
(Strata)

Section 20
(Strata)

Section 14
(Strata)

Section 21
(Strata)

Section 12

Section 13

Section 14

Section 18
(Strata)

Section 17
(Strata)

Section 16
(Strata)

Section 13

Section 37

Section 38

Section 39

Section 7 SO 406586

Section 6

Section 12

Section 14

Section 13

Section 37

Section 38

Section 19

Section 20

Section 14

Section 21

Section 12

Section 13

Section 14

Section 18

Section 17

Section 16

Section 13

Section 37

Section 38

Section 39

Section 7 SO 406586

Section 6

Section 19
(Strata)

Section 20
(Strata)

Section 14
(Strata)

Section 21
(Strata)

Section 12

Section 13

Section 14

Section 18
(Strata)

Section 17
(Strata)

Section 16
(Strata)

Section 13

Section 37

Section 38

Section 39

Section 7 SO 406586

Section 6

Section 12

Section 14

Section 13

Section 37

Section 38

Section 19

Section 20

Section 14

Section 21

Section 12

Section 13

Section 14

Section 18

Section 17

Section 16

Section 13

Section 37

Section 38

Section 39

Section 7 SO 406586

Section 6

Section 19
(Strata)

Section 20
(Strata)

Section 14
(Strata)

Section 21
(Strata)

Section 12

Section 13

Section 14

Section 18
(Strata)

Section 17
(Strata)

Section 16
(Strata)

Section 13

Section 37

Section 38

Section 39

Section 7 SO 406586

Section 6

Section 12

Section 14

Section 13

Section 37

Section 38

Section 19

Section 20

Section 14

Section 21

Section 12

Section 13

Section 14

Section 18

Section 17

Section 16

Section 13

Section 37

Section 38

Section 39

Section 7 SO 406586

Section 6

Land District: North Auckland

Digitally Generated Plan

Generated on: 06/10/2014 05:25:25am Page 19 of 29

Surveyor: Gary Jackson Blyth

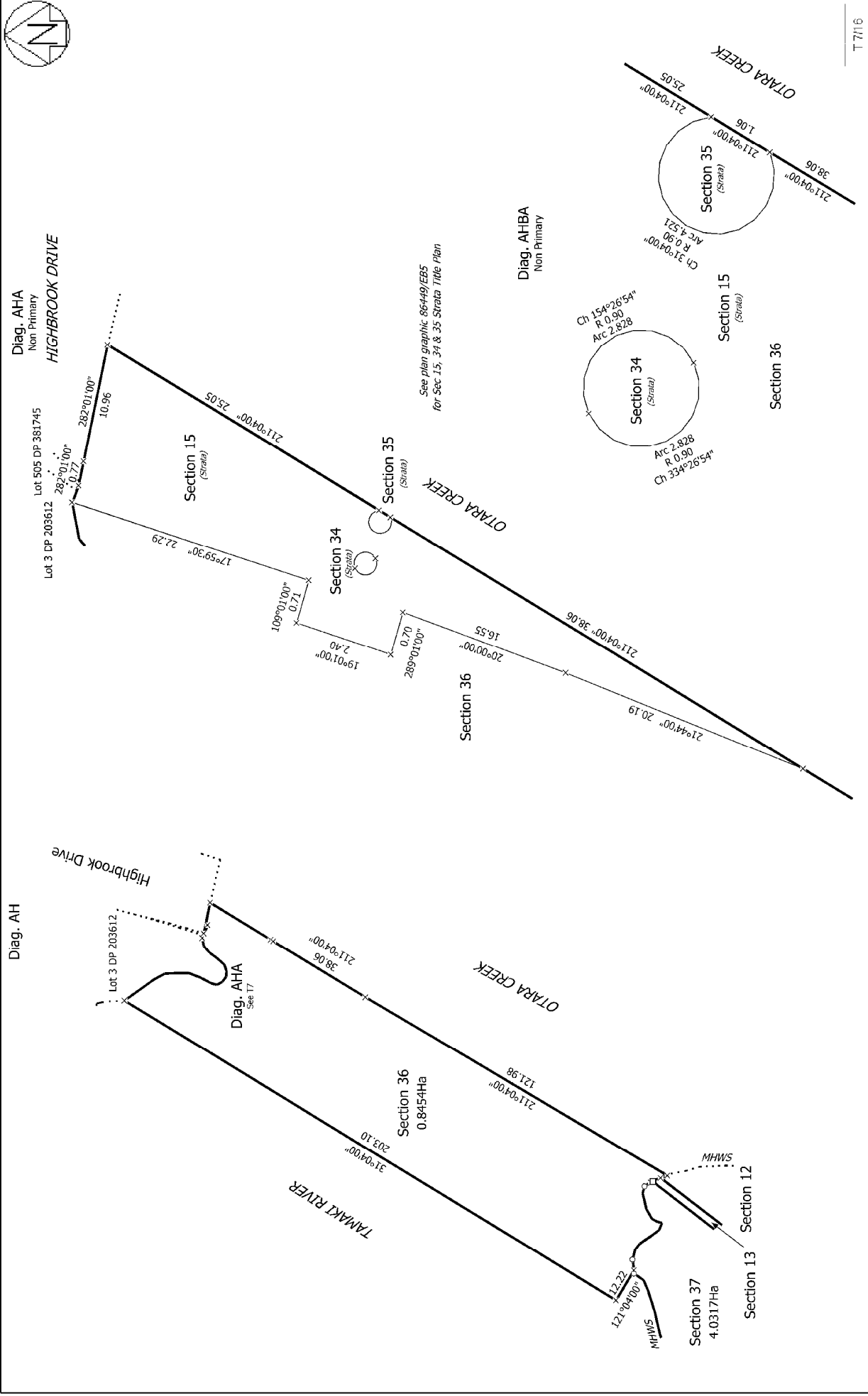
Firm: Fraser Thomas Ltd (Auckland)

SECTIONS 1 - 6, 8 and 10 - 39

Title Plan

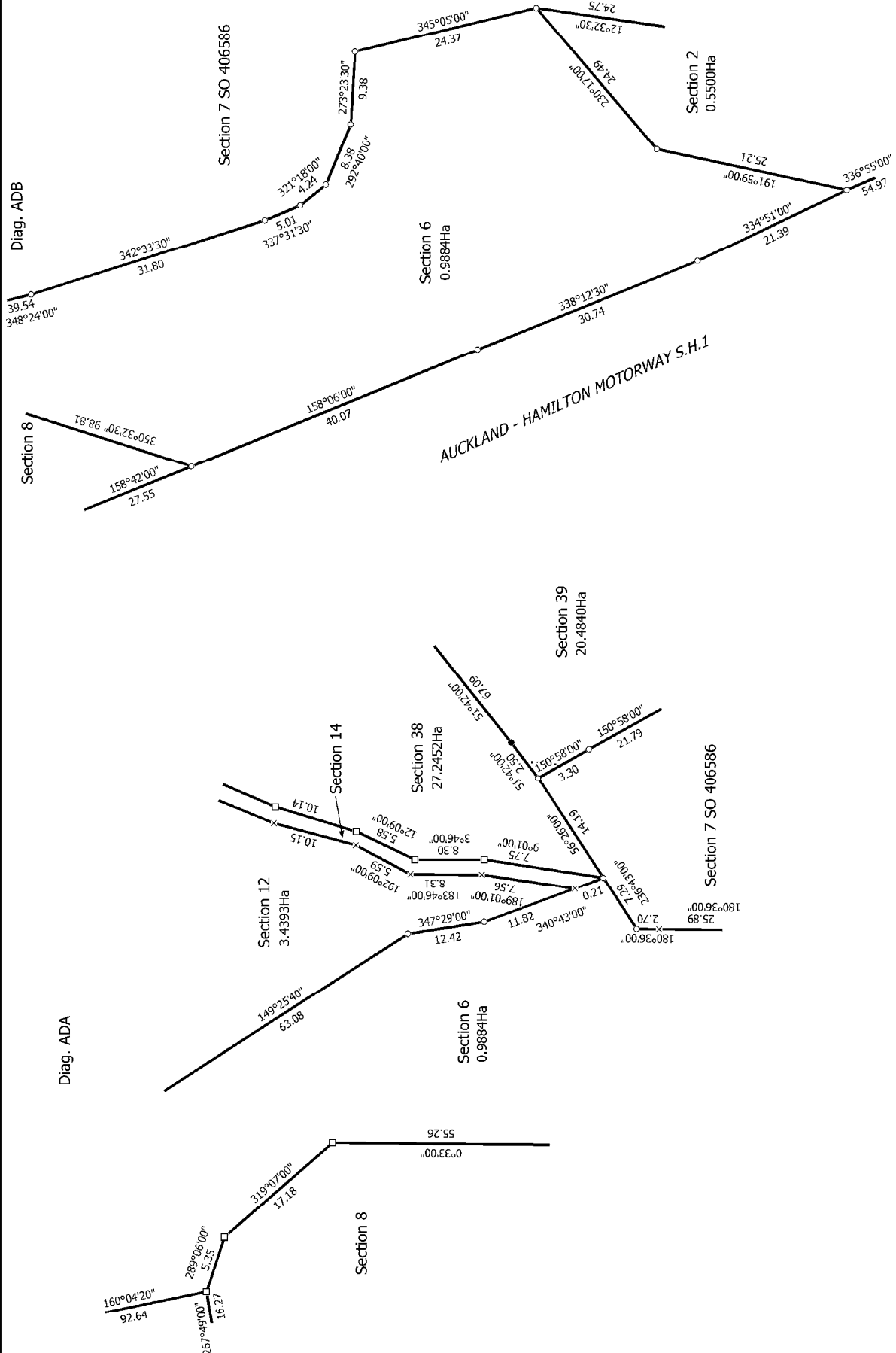
SO 403357

Approved on: 6/10/2014



T 7/16

<p>Land District: North Auckland</p> <p>Digitally Generated Plan</p> <p>Generated on: 06/10/2014 05:25am Page 20 of 29</p>	<p>SECTIONS 1 - 6, 8 and 10 - 39</p>	<p>Surveyor: Gary Jackson Blyth Firm: Fraser Thomas Ltd (Auckland)</p>	<p>Title Plan SO 403357 Approved on: 6/10/2014</p>
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T 8/16

Diag. ADB

Section 7 SO 406586

Section 2
0.5500Ha

Section 6
0.9884Ha

Section 8

Section 12
3.4393Ha

Section 14

Section 38
27.2452Ha

Section 39
20.4840Ha

Section 7 SO 406586

Section 8

Diag. ADA

Section 8

Section 6
0.9884Ha

AUCKLAND - HAMILTON MOTORWAY S.H.1

SECTION 1 - 6, 8 and 10 - 39

Land District: North Auckland

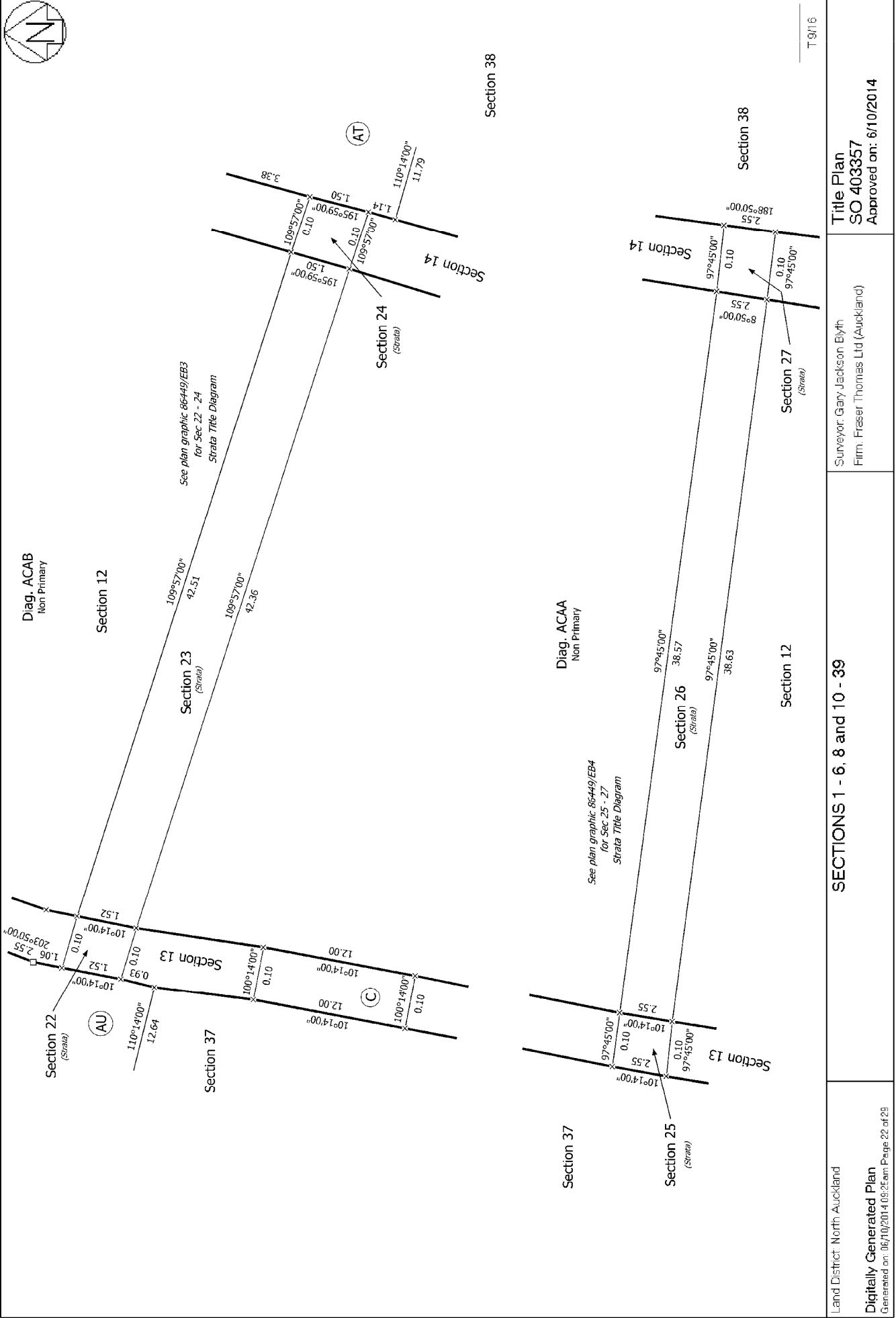
Digitally Generated Plan

Generated on: 06/10/2014 05:21am Page 21 of 29

Title Plan
SO 403357
Approved on: 6/10/2014

Surveyor: Gary Jackson Blyth
Firm: Fraser Thomas Ltd (Auckland)

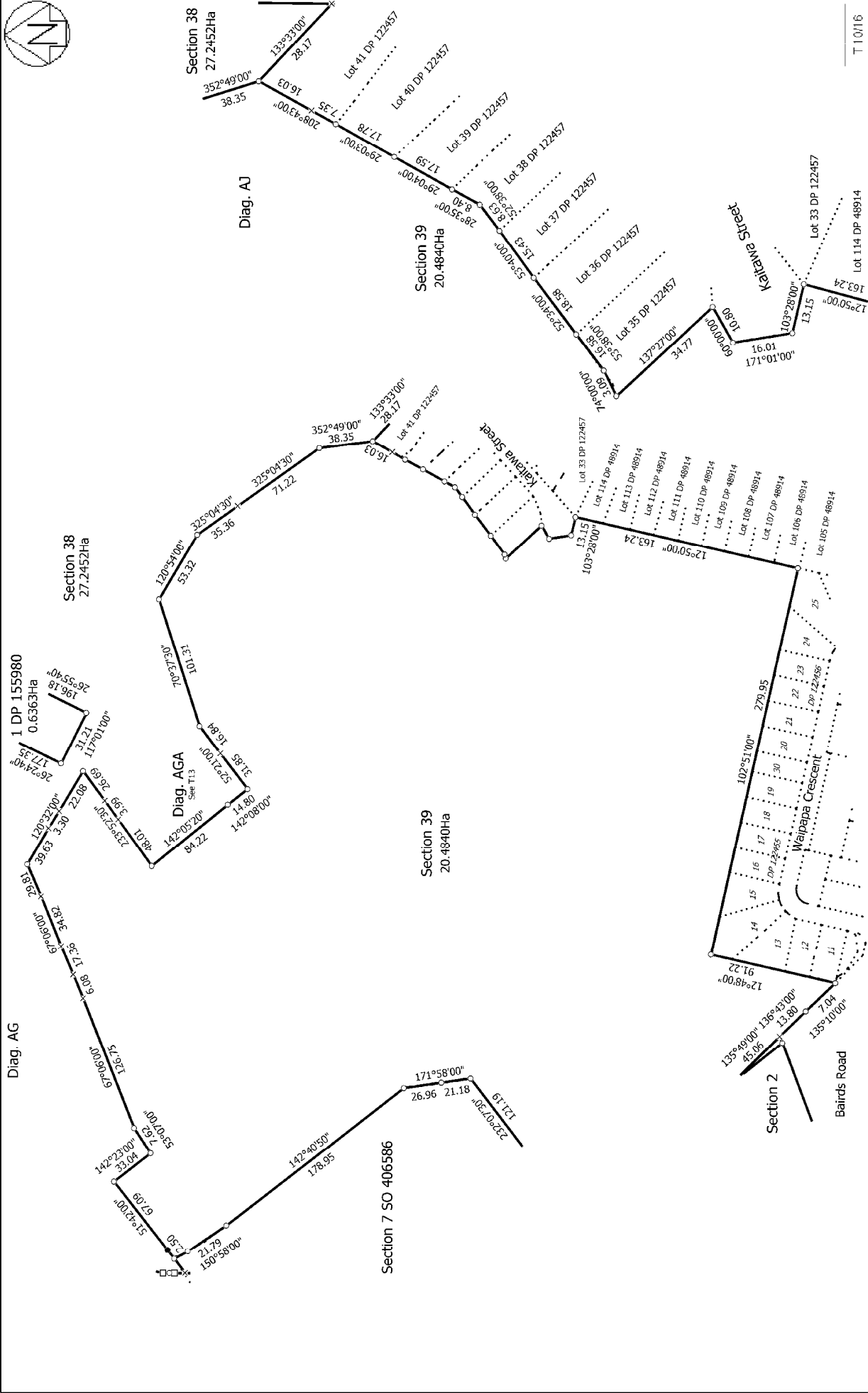




T 9/16

<p>Land District: North Auckland</p> <p>Digitally Generated Plan</p> <p>Generated on: 06/10/2014 05:25am Page 22 of 29</p>	<p>SECTIONS 1 - 6, 8 and 10 - 39</p>	<p>Surveyor: Gary Jackson Blyth Firm: Fraser Thomas Ltd (Auckland)</p>	<p>Title Plan SO 403357 Approved on: 6/10/2014</p>
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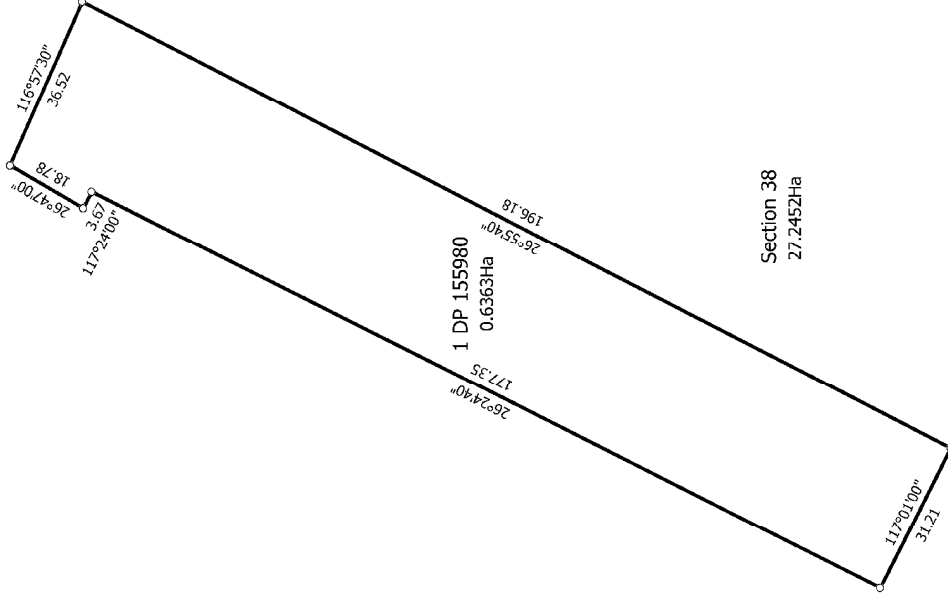


Land District: North Auckland Digitally Generated Plan Generated on: 06/10/2014 09:25am Page 23 of 29	SECTIONS 1 - 6, 8 and 10 - 39	Surveyor: Gary Jackson Blyth Firm: Fraser Thomas Ltd (Auckland)	Title Plan SO 403357 Approved on: 6/10/2014
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T 10116



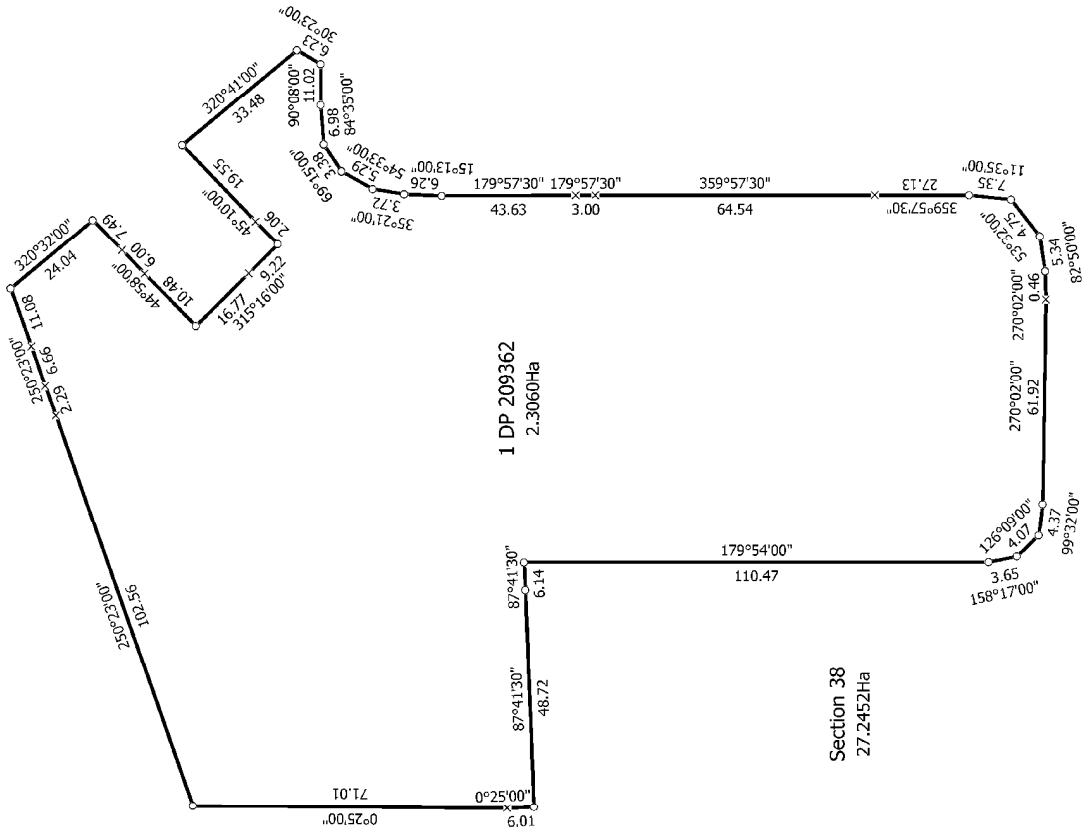
Diag. BM



Section 38
27.2452Ha

1 DP 155980
0.6363Ha

Diag. BH



Section 38
27.2452Ha

1 DP 209362
2.3060Ha

T 11/16

Land District: North Auckland

SECTIONS 1 - 6, 8 and 10 - 39

Surveyor: Gary Jackson Blyth
Firm: Fraser Thomas Ltd (Auckland)

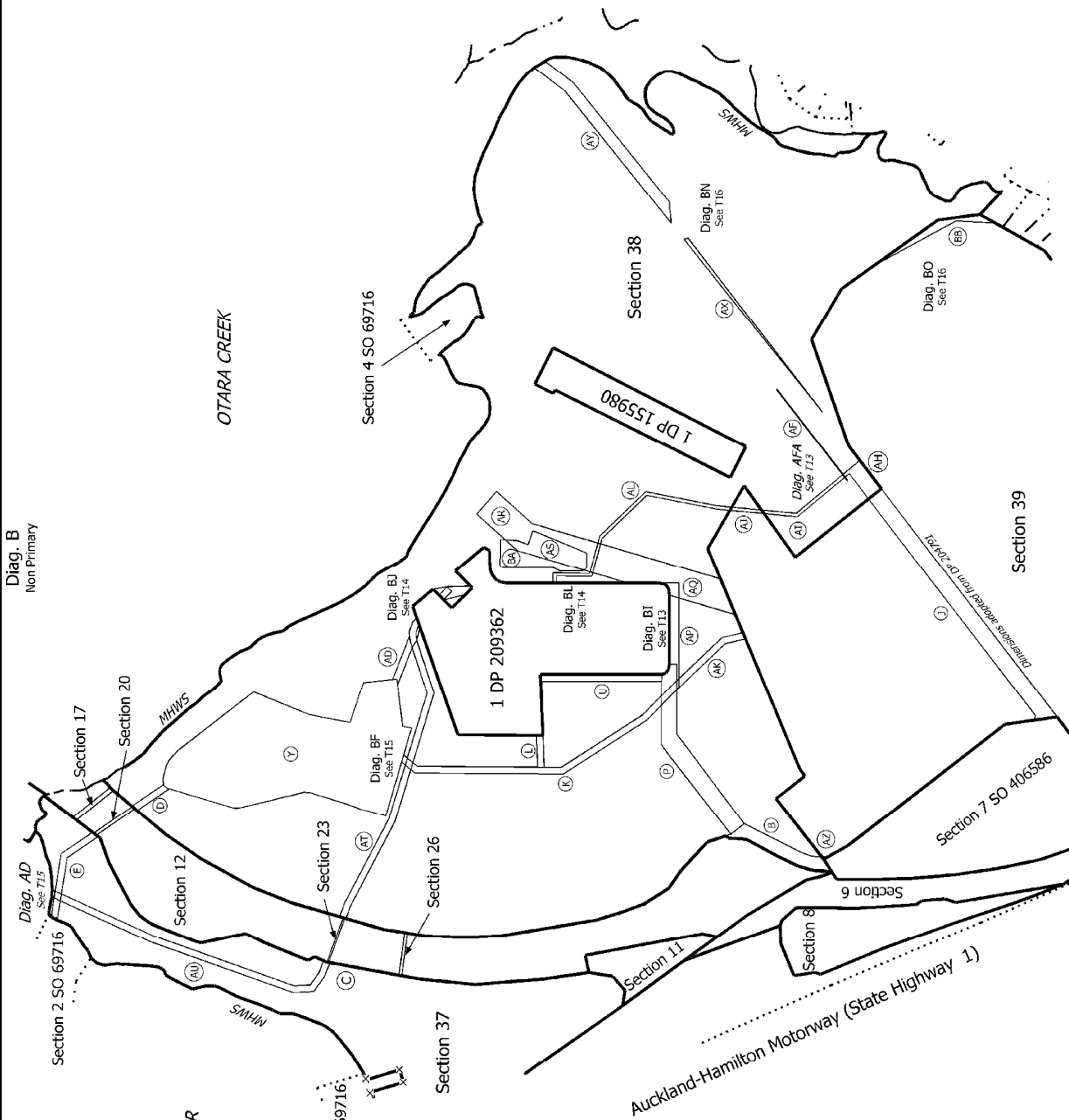
Title Plan
SO 403357
Approved on: 6/10/2014

Digitally Generated Plan

Generated on: 06/10/2014 05:25am Page 24 of 29



Diag. B
Non Primary



Unless otherwise shown all existing easement dimensions have been adopted from DP 209362

T 12/16

Diag. BBH
See T11

Land District: North Auckland

Digitally Generated Plan

Generated on: 06/10/2014 09:25am Page 25 of 29

SECTIONS 1 - 6, 8 and 10 - 39

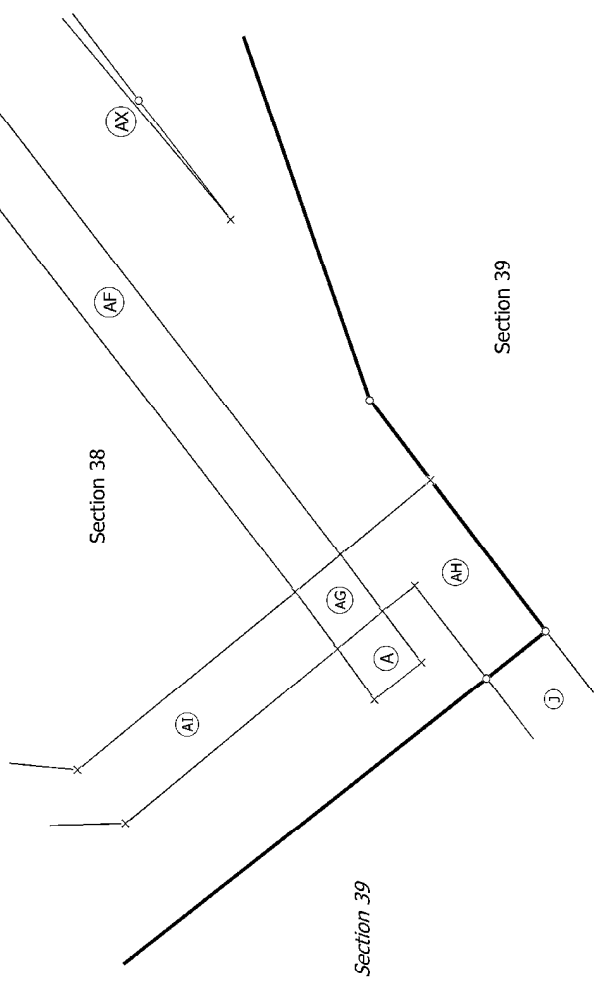
Surveyor: Gary Jackson Blyth
Firm: Fraser Thomas Ltd (Auckland)

Title Plan
SO 403357
Approved on: 6/10/2014

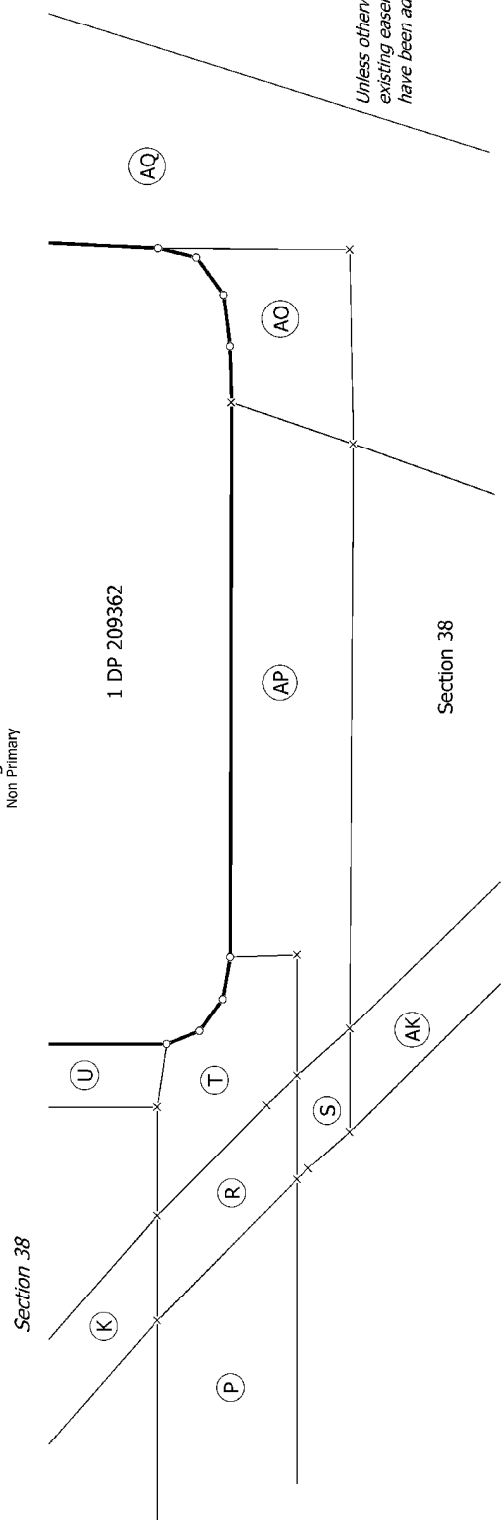




Diag. AGA
Non Primary



Diag. BI
Non Primary



1 DP 209362

Unless otherwise shown all
existing easement dimensions
have been adopted from DP 209362

T 13/16

Land District: North Auckland
Digitally Generated Plan
Generated on: 06/10/2014 05:25am Page 26 of 29

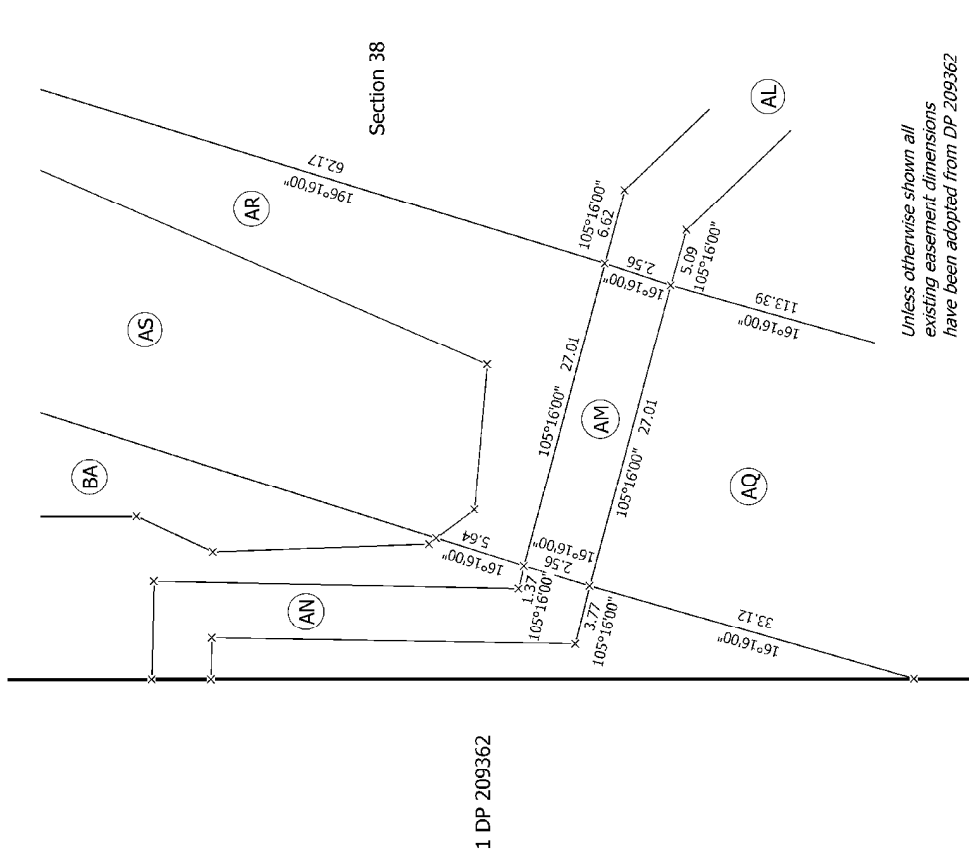
SECTIONS 1 - 6, 8 and 10 - 39

Surveyor: Gary Jackson Blyth
Firm: Fraser Thomas Ltd (Auckland)

Title Plan
SO 403357
Approved on: 6/10/2014



Diag. BL
Non Primary

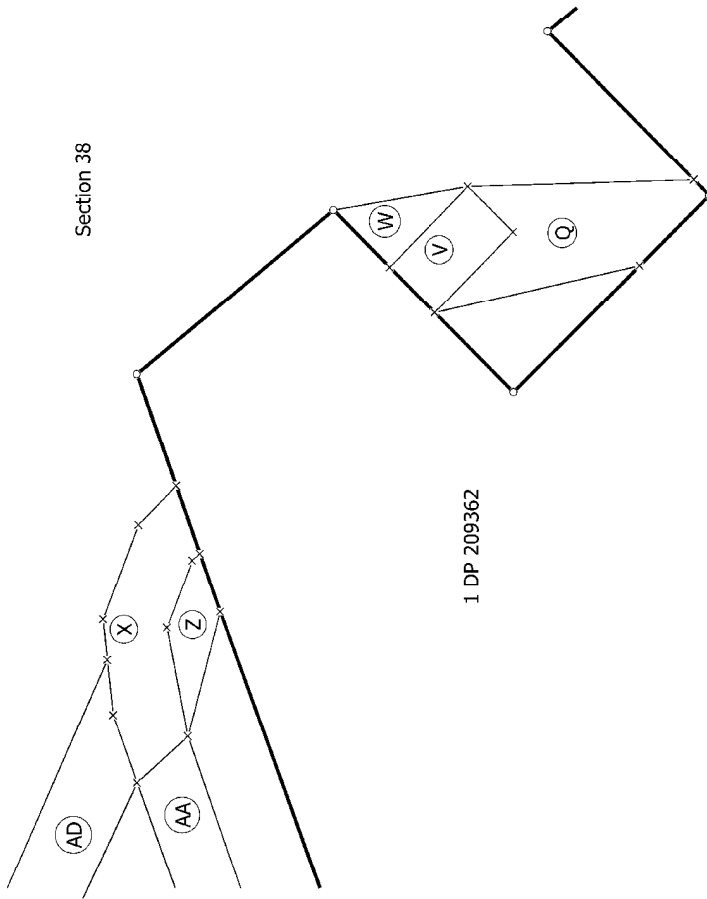


Unless otherwise shown all
existing easement dimensions
have been adopted from DP 209362

Dimensions of easements B1, B2, C2 & D2
have been adopted from DP 211681

T 14116

Diag. BJ
Non Primary



1 DP 209362

1 DP 209362

Land District: North Auckland

Digitally Generated Plan

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SECTIONS 1 - 6, 8 and 10 - 39

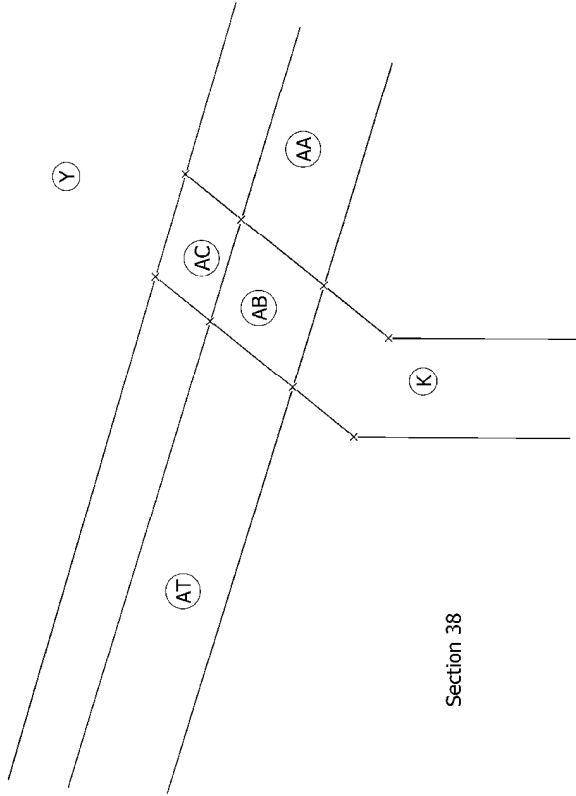
Surveyor: Gary Jackson Blyth
Firm: Fraser Thomas Ltd (Auckland)

Title Plan
SO 403357
Approved on: 6/10/2014



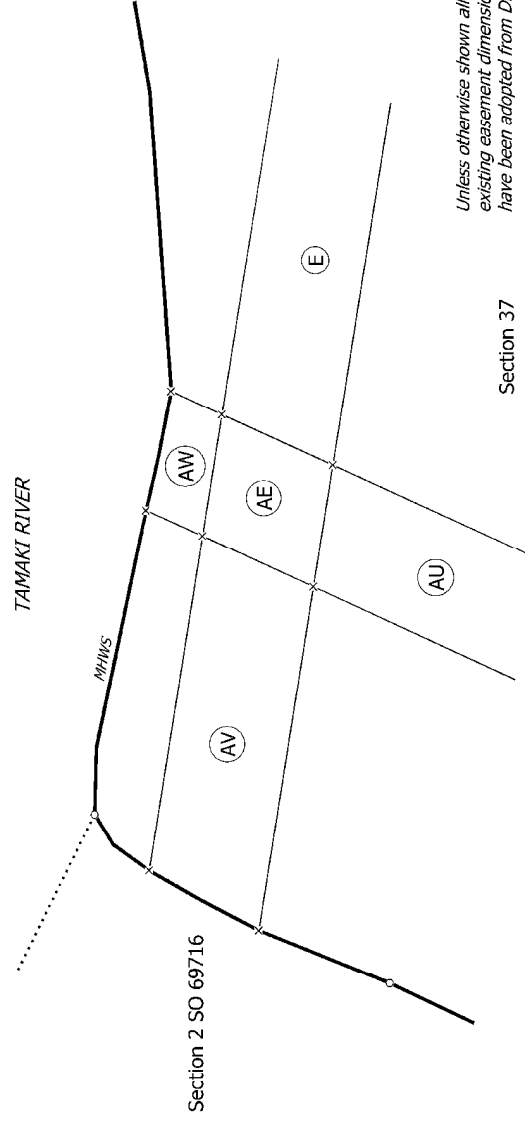


Diag. BF
Non Primary



Section 38

Diag. AE
Non Primary



Section 2 SO 69716

Section 37

Unless otherwise shown all
existing easement dimensions
have been adopted from DP 209362

T 15/16

Land District: North Auckland

Digitally Generated Plan

Generated on: 06/10/2014 09:25am Page 28 of 29

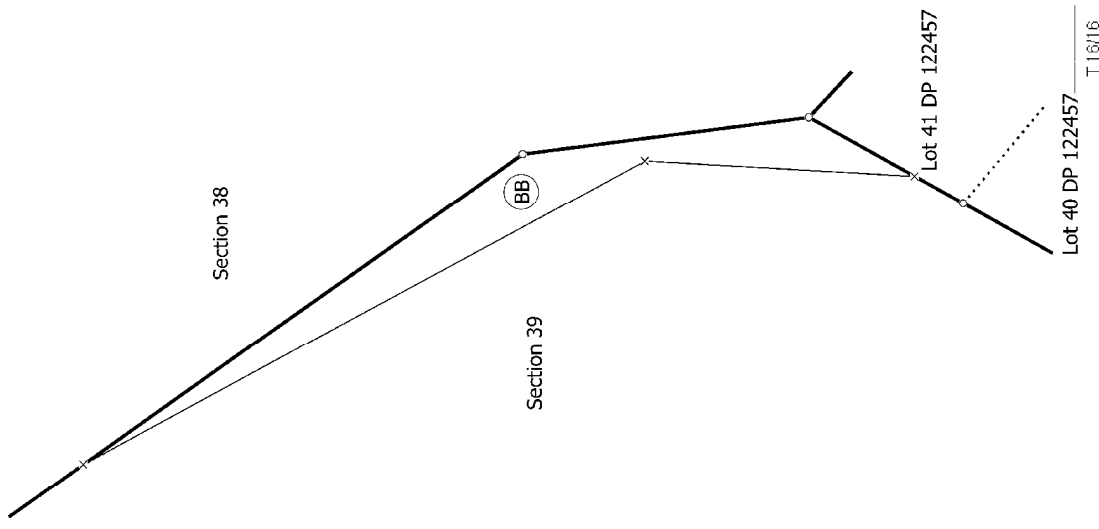
SECTIONS 1 - 6, 8 and 10 - 39

Surveyor: Gary Jackson Blyth
Firm: Fraser Thomas Ltd (Auckland)

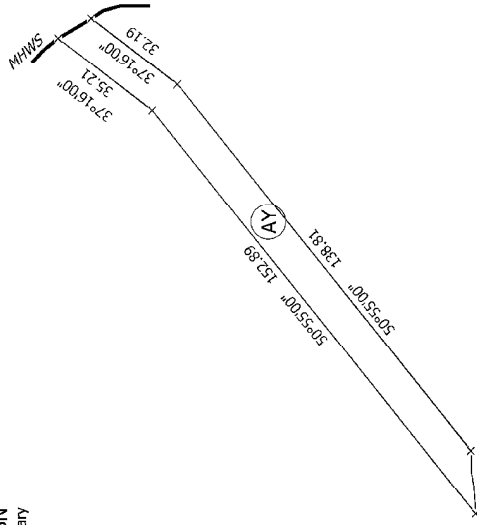
Title Plan
SO 403357
Approved on: 6/10/2014



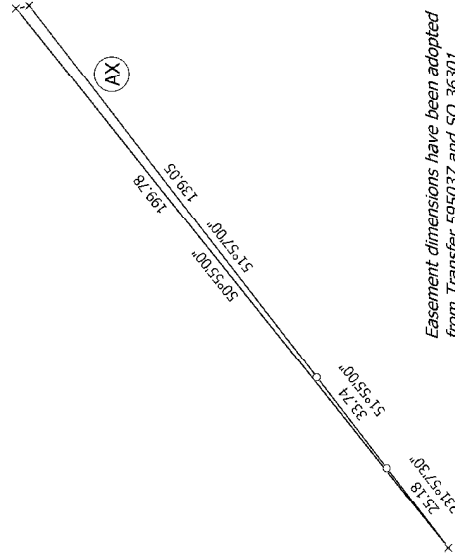
Diag. BO
Non Primary



Diag. BN
Non Primary



Section 38



Easement dimensions have been adopted
from Transfer 595037 and SO 36301

Unless otherwise shown all
existing easement dimensions
have been adopted from DP 209362

Land District: North Auckland

Digitally Generated Plan

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SECTIONS 1 - 6, 8 and 10 - 39

Surveyor: Gary Jackson Blyth
Firm: Fraser Thomas Ltd (Auckland)

Title Plan
SO 403357
Approved on: 6/10/2014





Digital Title Plan - SO 406586

Survey Number SO 406586
Surveyor Reference 86449 SEC 7 Contact
Surveyor Gary Jackson Blyth
Survey Firm Fraser Thomas Ltd (Auckland)
Surveyor Declaration I Gary Jackson Blyth, being a person entitled to practise as a licensed cadastral surveyor, certify that -
(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2;
(b) This dataset is accurate, and has been created in accordance with that Act and those Rules.
Declared on 20/11/2008.

Survey Details

Dataset Description SECTION 7
Status Approved as to Survey
Land District North Auckland
Submitted Date 20/11/2008
Survey Class Class I Cadastral Survey
Survey Approval Date 21/11/2008
Deposit Date

Territorial Authorities

Manukau City

Comprised In

CT NA130A/437

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Easement C Survey Office Plan 406586	Easement		
Easement A Survey Office Plan 406586	Easement		
Part Lot 1 Deposited Plan 201385	Fee Simple Title	5.0085 Ha	
Easement B Survey Office Plan 406586	Easement		
Easement D Survey Office Plan 406586	Easement		
Easement E Survey Office Plan 406586	Easement		
Easement F Survey Office Plan 406586	Easement		
Section 7 Survey Office Plan 406586	Legalisation	2.2015 Ha	
Total Area		7.2100 Ha	



- CONSULTING ENGINEERS
- RESOURCE MANAGERS
- ENVIRONMENTAL CONSULTANTS
- SURVEYORS & PLANNERS

FRASER THOMAS LIMITED

PHONE: +64 9 278 7078

WWW.fraserthomas.co.nz

Land Registration District

North Auckland

Plan Number

SO 406586

LAND TO BE SET APART FOR ELECTRICITY PURPOSES

Shown	Description	CT	Area
Section 7	Part Lot 1 DP 201385	NA130A/437	2.2015ha



FRASER THOMAS LIMITED
 152 KOLMAR ROAD, PAPATOETOE
 P.O. BOX 23 273, HUNTERS CORNER
 AUCKLAND 2155, NEW ZEALAND
 PHONE: +64 9 278 7078
 FAX: +64 9 278 3697
 www.fraserthomas.co.nz

- CONSULTING ENGINEERS
- RESOURCE MANAGERS
- ENVIRONMENTAL CONSULTANTS
- SURVEYORS & PLANNERS

Land Registration District

North Auckland

Plan Number

SO 406586

Territorial Authority (the Council)

MANUKAU CITY COUNCIL

Proposed Easements			
Purpose	Shown	Servient Tenement	Dominant Tenement
Right of way, water supply, sewerage & stormwater drainage and gas, electricity, telecommunications & liquid fuel supply	A	Section 7 Hereon	Lots 1 & 2 DP 209362 and Lot 1 DP 204791
	E	Part Lot 1 DP 201385	

Proposed Easements in Gross			
Purpose	Shown	Servient Tenement	Grantee
Right of way	A	Section 7 Hereon	Manukau City Council
Right to convey water	A & B	Section 7 Hereon	Manukau Water Limited

Schedule of Existing Easements to Remain with the Land		
Purpose/Interest	Shown/Document Number	Created By
Right of way, water supply, sewerage & stormwater drainage and gas, electricity, telecommunications & liquid fuel supply	C & D	D533860.5
Electricity Supply	D & F	D693539.1
Noise, vibration and emission		D533860.6



Diag. B
Non Primary

Diag. A

Diag. C

Diag. B

Diag. A

Diag. BB

Diag. BD

Lot 2 DP 209362

Diag. BB
See T2

Lot 1 DP 204791

Lot 2 DP 209362

Part Lot 1 DP 201385

AUCKLAND-HAMILTON MOTORWAY (SH 1)

Diag. B
See T1

Diag. A
See T1

Lot 1 DP 204791

Section 7
2.2015Ha

Section 7
2.2015Ha

Section 7
2.2015Ha

Section 7
2.2015Ha

Diag. BD
See T3

Diag. C
See T4

Diag. A
See T1

Diag. B
See T1

Diag. BB
See T2

Diag. BD
See T3

Diag. C
See T4

Diag. A
See T1

Diag. B
See T1

Diag. BB
See T2

Diag. BD
See T3

Diag. C
See T4

Diag. A
See T1

Diag. B
See T1

Diag. BB
See T2

Diag. BD
See T3

Diag. C
See T4

Diag. A
See T1

Diag. B
See T1

Diag. BB
See T2

Diag. BD
See T3

Lot 1 DP 204791

Part Lot 1 DP 201385

Lot 1 DP 204791

T 1/4

Land District: North Auckland

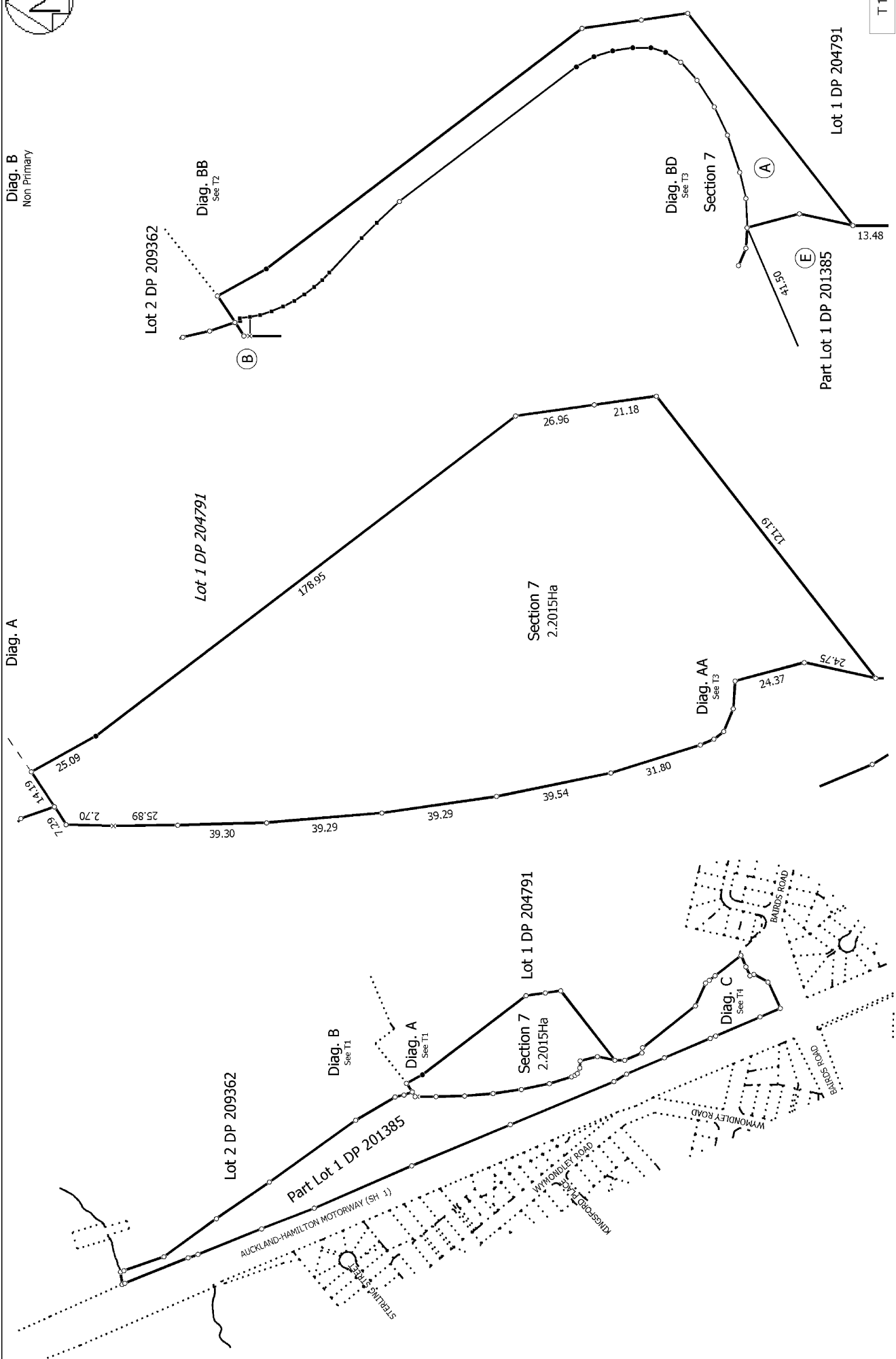
Digitally Generated Plan

Generated on: 21/11/2008 07:11am Page 4 of 7

SECTION 7

Surveyor: Gary Jackson Blyth
Firm: Fraser Thomas Ltd (Auckland)

Digital Title Plan
SO 406586
Approved on: 21/11/2008





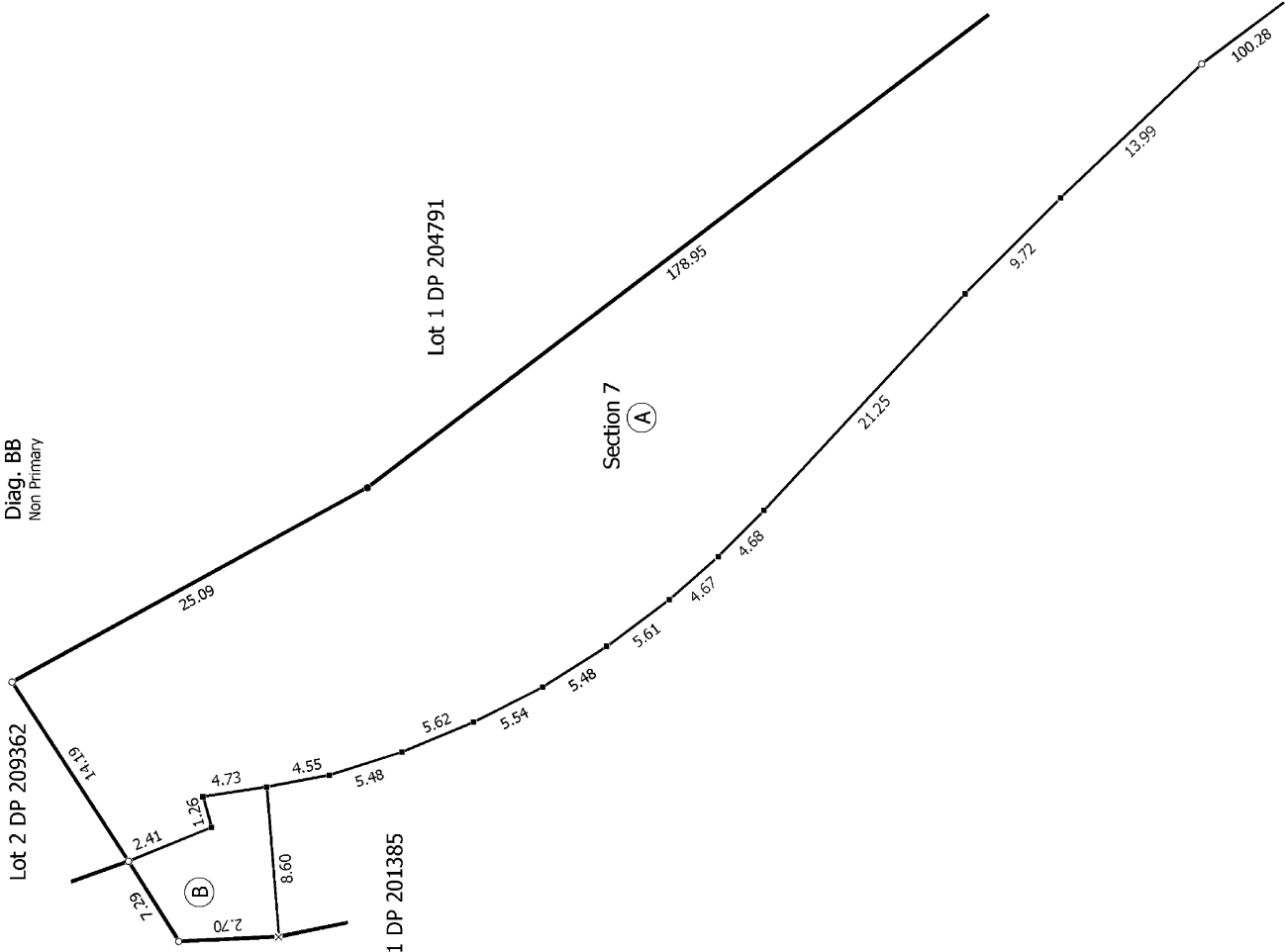
Diag. BB
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Lot 2 DP 209362

Lot 1 DP 204791

Part Lot 1 DP 201385

Section 7
(A)



T 2/4

Land District: North Auckland

Digitally Generated Plan
Generated on: 21/11/2008 07:11am; Page 5 of 7

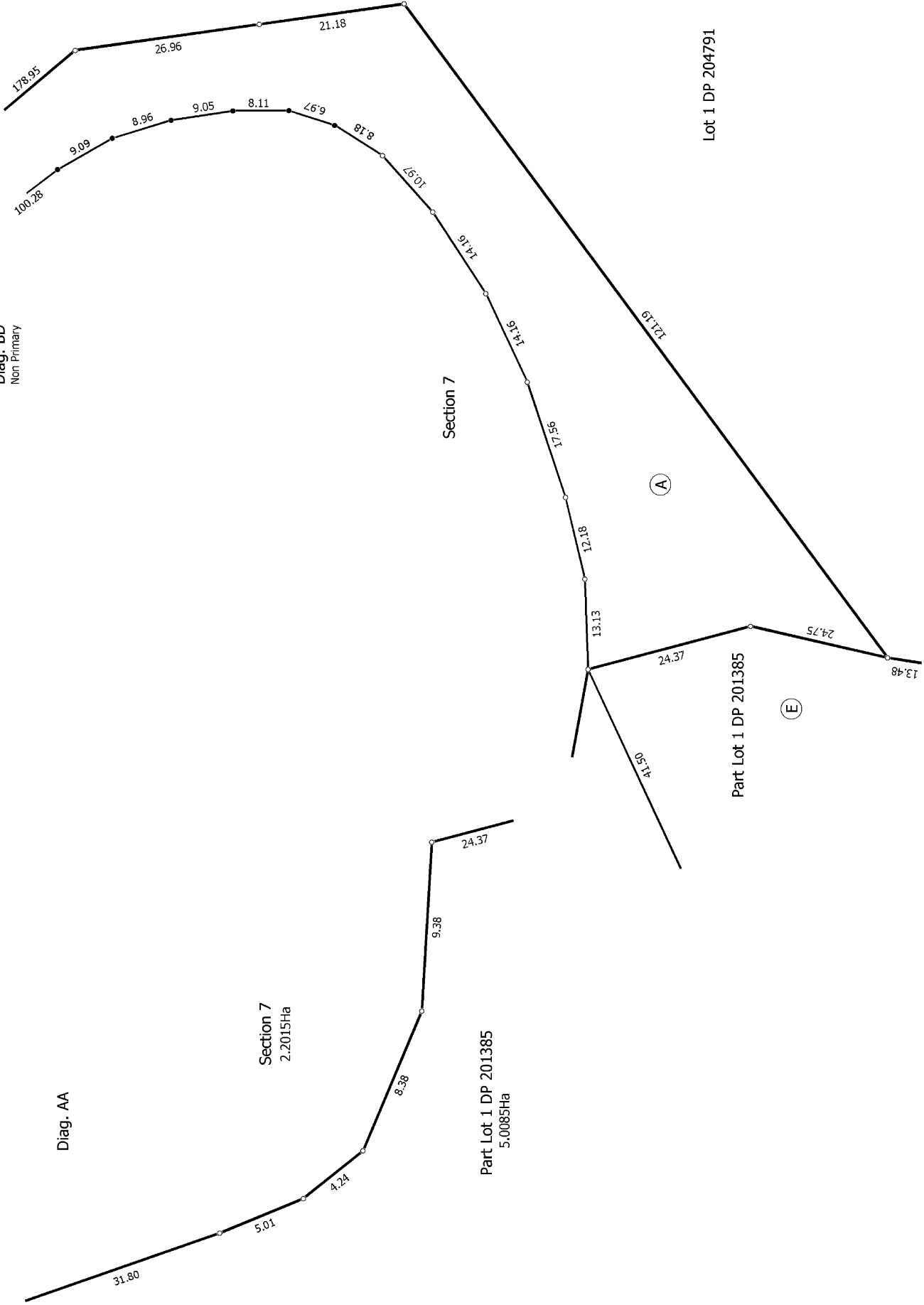
SECTION 7

Surveyor: Gary Jackson Blyth
Firm: Fraser Thomas Ltd (Auckland)

Digital Title Plan
SO 406586
Approved on: 21/11/2008



Diag. BD
Non Primary

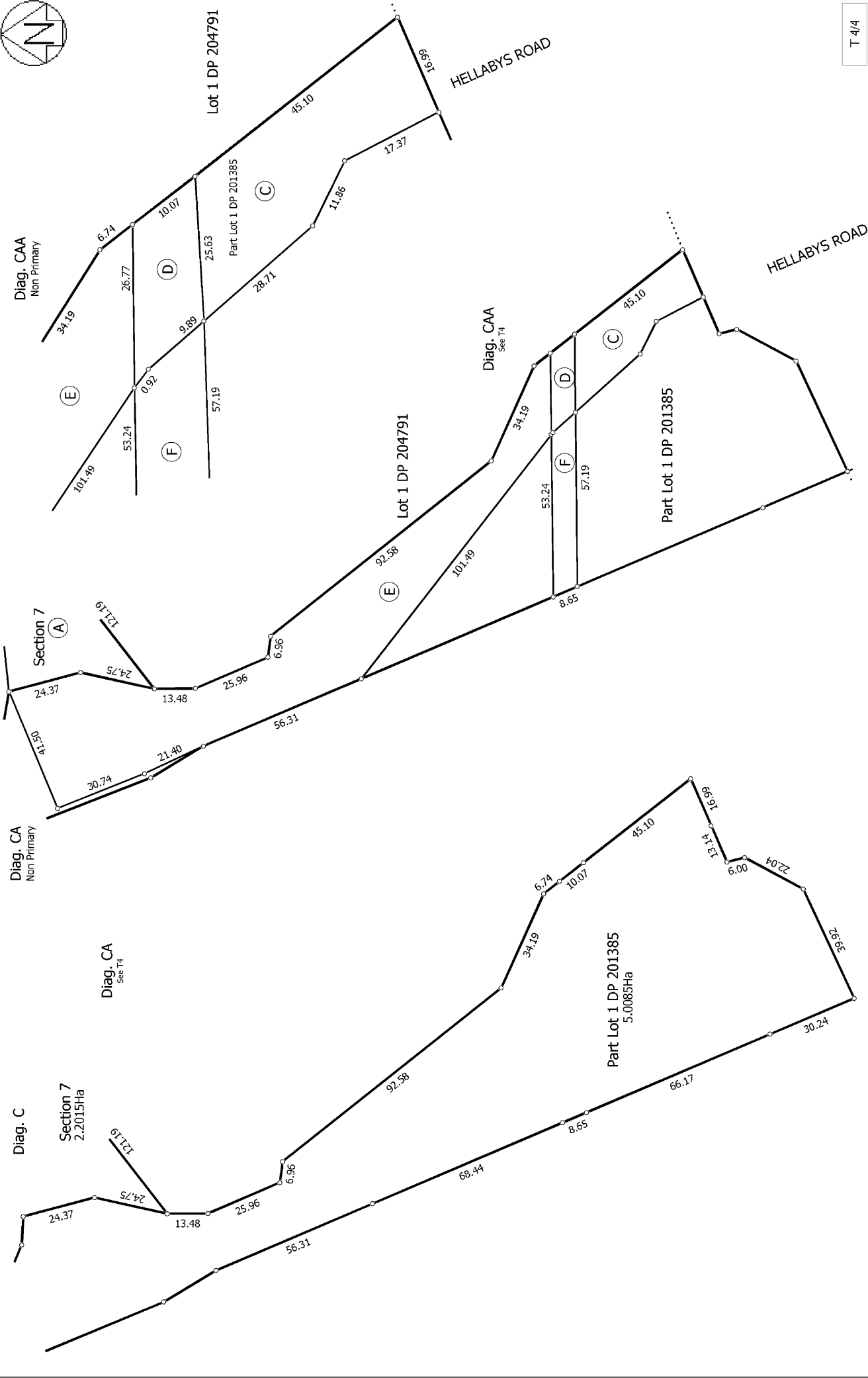


T 3/4

SECTION 7

Surveyor: Gary Jackson Blyth
 Firm: Fraser Thomas Ltd (Auckland)

Digital Title Plan
 SO 406586
 Approved on: 21/11/2008



T 4/4

<p>Land District: North Auckland</p> <p>Digitally Generated Plan</p> <p>Generated on: 21/11/2008 07:11am Page 7 of 7</p>	<p style="text-align: center;">SECTION 7</p>	<p>Surveyor: Gary Jackson Blyth Firm: Fraser Thomas Ltd (Auckland)</p>	<p>Digital Title Plan SO 406586 Approved on: 21/11/2008</p>
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91645 TE 01011870

Approved by the District Land Registrar, Auckland. No. 195.

New Zealand.



Memorandum of Transfer

*Grants of Right to discharge water through
pts. Lots 2 & 3 plan
10473
with consent of reg. under
imp. 245781*

I ARTHUR LEWIS BURRETT of Auckland in the Provincial District of Auckland and Dominion of New Zealand settler

being registered as proprietor

of an estate in fee simple _____

subject, however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon, in that piece of land containing Seventy one acres two roods and fifteen perches more or less being Lots Two and Three on a plan deposited in the Land Registry Office at Auckland under Number 10473 which said piece of land is part of the subdivision of Allotments ~~Two~~ Three and Four of the Parish of Manurewa and being part of the land comprised and described in Certificate of Title registered in Volume 247 folio 186 of the Register Book at Auckland aforesaid.



IN CONSIDERATION of the Body Corporate called the Inhabitants of the East Tamaki Road District consenting to the dedication of certain roads through parts of said Allotments Two Three and Four and of the sum of Five shillings paid to me by the said Body Corporate (the receipt of which sum I hereby acknowledge) DO HEREBY TRANSFER GIVE AND GRANT unto the said Body Corporate its successors and assigns the easement right and privilege of discharging water at any time through over Do hereby transfer to the said _____

all estate and interest in the said piece of land above described

In witness whereof _____ have hereunto subscribed _____ name this _____ day of _____

Signed by the said _____

in the presence of _____

and along that piece of land two feet wide being part of said Lots Two and Three and extending from the culvert in the public road hereinafter mentioned and being bounded (commencing at the South Eastern corner of the public road dedicated by

No. 91524

Memorandum of Transfer, dated the *Nineteenth* day of *October* One thousand nine hundred and fifteen from me to His Majesty the King of that piece of land containing One acre one rood and fifteen perches more or less being part of the said subdivision of said Allotments Two Three and Four) towards the North West by the said public road Two feet and thence extending in a strip of land of a uniform width of two feet to the creek running through said Lot Two and shown on the plan drawn hereon and on said plan Number 10473 AS the said piece of land is delineated by the plan drawn hereon edged red and thence by means of the said creek to the sea AND for that purpose by its agents contractors servants and workmen to lay down pipes under the said piece of land and to raise and repair the same and to pass and repass along and across the said piece of land for the purpose of examining the said pipes and of cleaning out the same or any drain in or under the said piece of land AND in the exercise of the said easement right and privilege to do all things which the said Body Corporate shall reasonably from time to time deem necessary for the purpose of obtaining the fullest benefit and advantage of the same TO HOLD the same unto the said Body Corporate its successors and assigns for ever PROVIDED ALWAYS and I the said Arthur Lewis Burrett for myself and my assigns expressly covenant and agree with the said Body Corporate and its successors and assigns that the right privilege and easement hereby granted shall in no way entail or impose on the said Body Corporate any liability or responsibility for any damage or loss to the owner for the time being of Lots Two and Three aforesaid occasioned or incurred in any way whatsoever by the free or obstructed discharge or passage of water along or over the said piece of land above mentioned it being the intention of the parties that this covenant shall run with the above mentioned Lots Two and Three so as to bind hereunder the owner or owners for the time being of Lots Two and Three aforesaid and absolutely estop him or them of and from any right to claim damages against the Body Corporate or its successors in respect of any damage caused to Lots Two and Three aforesaid either from the free or obstructed discharge of water along or over the strip of land Two feet wide above described

IN WITNESS WHEREOF I have hereunto subscribed my name this *17th* day of *December* One thousand nine hundred and fifteen

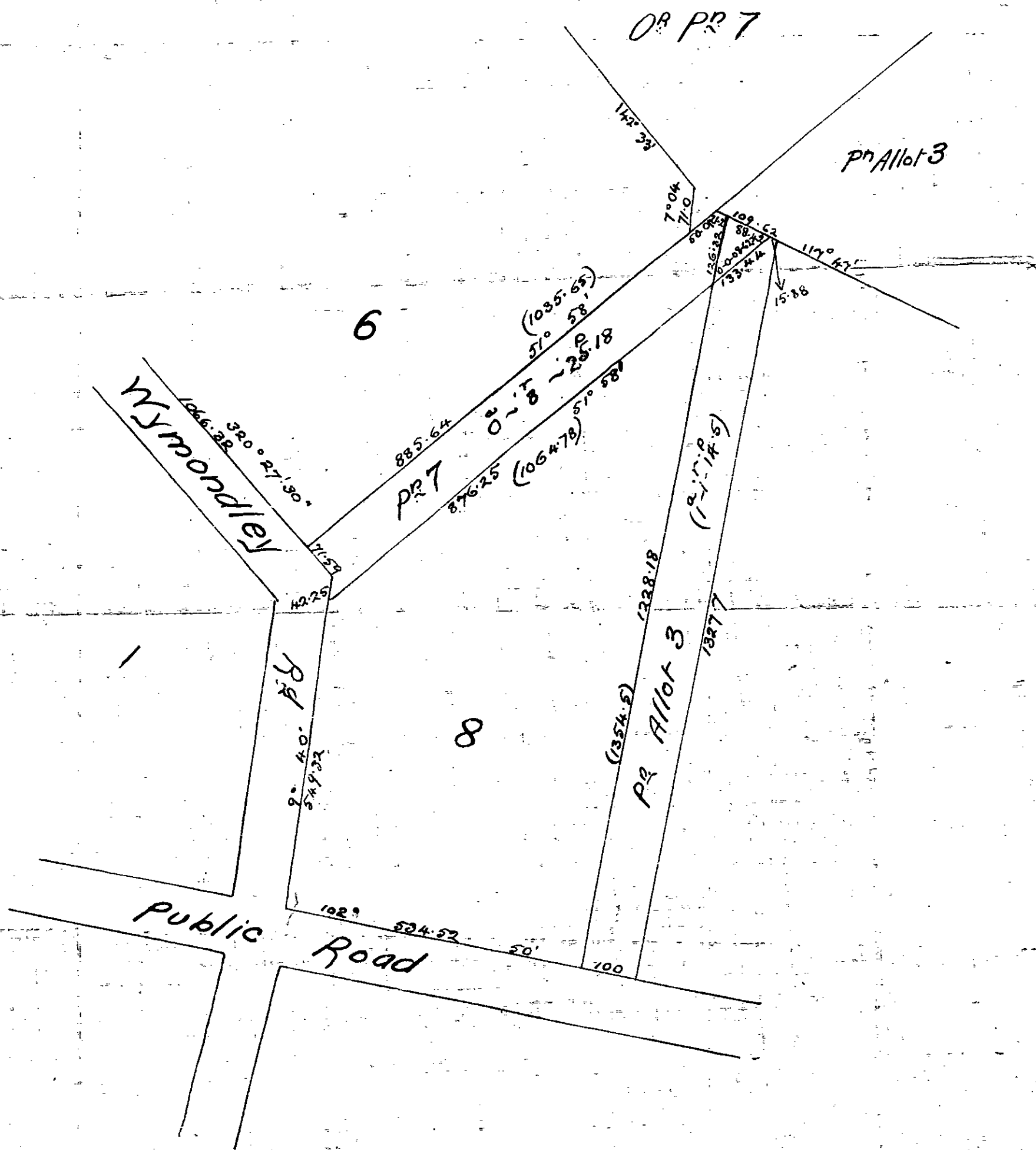
SIGNED by the said ARTHUR LEWIS BURRETT in the presence of _____

A. L. Burrett

E. Macdonnick
Solicitor
Auckland.



I GAVIN WALLACE of Otahuhu near Auckland aforesaid Settler the Mortgagee named and described in Deed of Mortgage registered in the deeds registry office at Auckland aforesaid under Number *245781* affecting inter alia the above-mentioned piece of land IN CONSIDERATION of the sum of FIVE SHILLINGS paid to me by the above-named Arthur Lewis Burrett (the receipt of which sum I hereby acknowledge) DO HEREBY CONSENT to the foregoing Memorandum of Transfer and to the creation of the easement therein described and set forth



Plan of PRs of Allot 3 and PR Lot 7 of Allot 3

Parish of Manurewa

Scale: - 2 chains to an inch

A. Munro Mason
Licensed Surveyor

91645 - TE 01011870

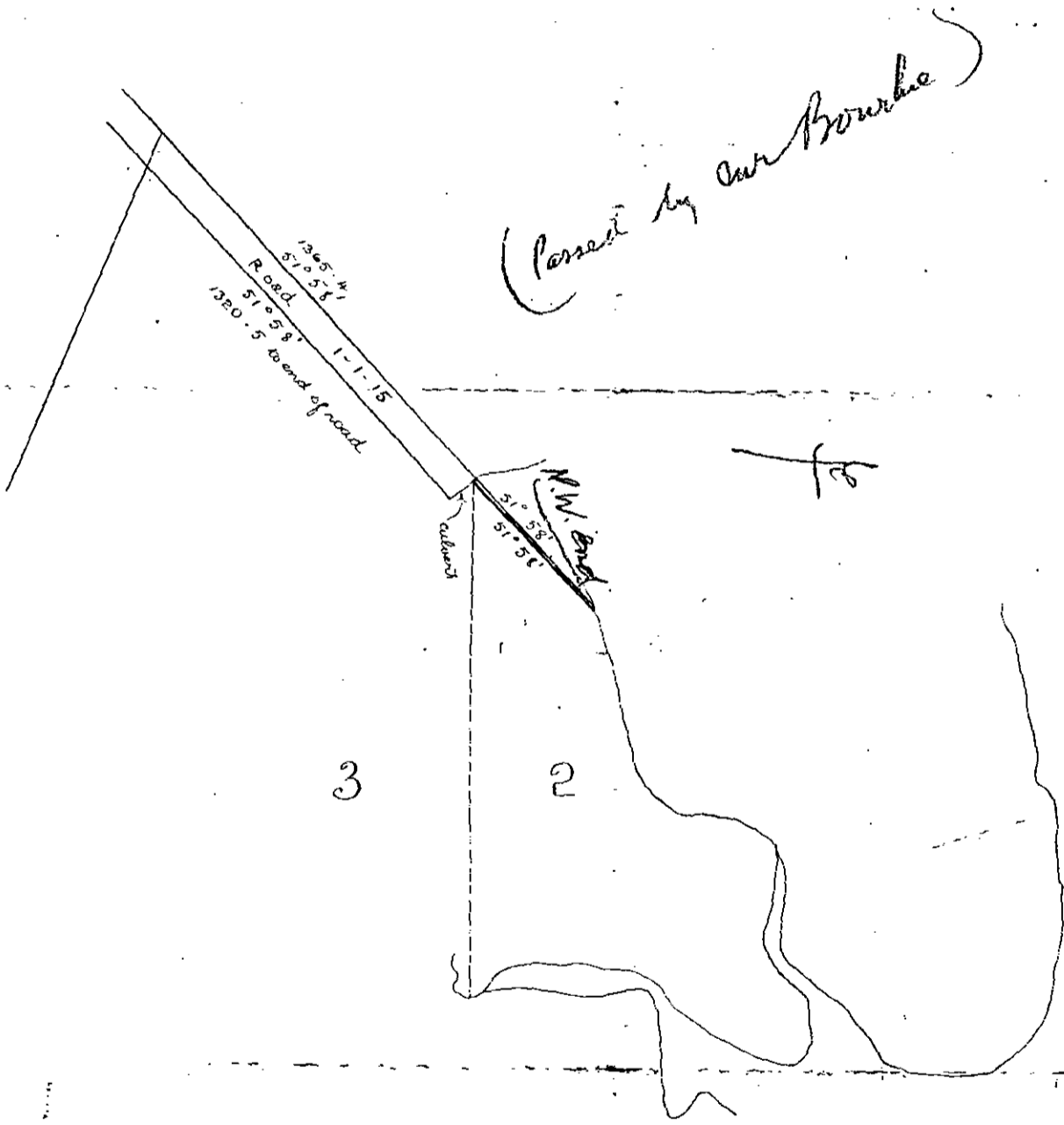
IN WITNESS WHEREOF I have hereunto subscribed my name this 21st day of December One thousand nine hundred and fifteen

SIGNED by the said GAVIN WALLACE in the)

presence of James Atkinson J.P.

Gavin Wallace

Jeweller
Of Ahukou



No. 2004
Transfer of

Correct for the purposes of the
Land Transfer Act.

ARTHUR L. BURRETT

Vendor.

MacCormick
Solicitor

Auckland.

THE EAST TAMAKI ROAD BOARD

Purchaser.

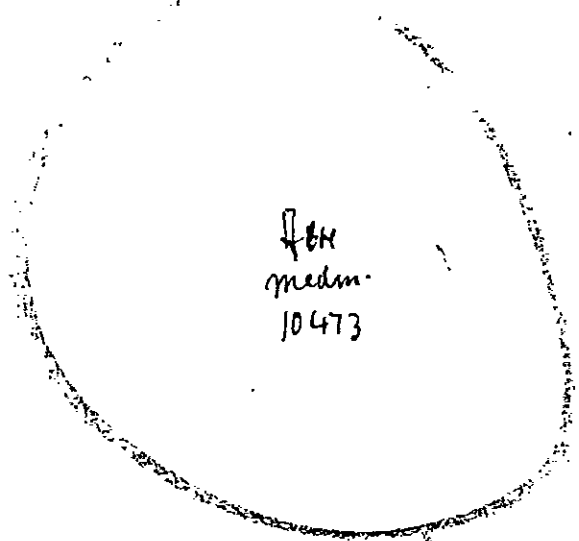
Particulars entered in the Register
Book, Vol. 247 Fol 186

24th day of MARCH, 1904 at
2 48 o'clock. pm

Arthur L. Burrett

Arthur L. Burrett
District Land Registrar
of the District of Auckland.

NORTH



Gen
medm.
10473

1791
129 B 5-4



XRP_0032244

ALISON & ALISON & MacCORMICK
SOLICITORS
AUCKLAND





Instrument No. 8196392.3
 Status Registered
 Date & Time Lodged 30 Oct 2009 15:11
 Lodged By Singleton, Kirsty Anne
 Instrument Type Easement Instrument



Affected Computer Registers	Land District
480534	North Auckland
NA125B/883	North Auckland
NA133B/131	North Auckland
NA137B/366	North Auckland
NA137B/367	North Auckland
NA93A/818	North Auckland

Annexure Schedule: Contains 9 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Julian Christopher Smith as Grantor Representative on 27/10/2009 12:37 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Julian Christopher Smith as Grantee Representative for Transpower New Zealand Limited on 27/10/2009 12:37 PM

Grantee Certifications

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

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

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

Grantee Certifications

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

**Signature**

Signed by Lloyd Thomas Davies as Grantee Representative for Contact Energy Limited on 30/10/2009 08:55 AM

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

Form B**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

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

Grantor**TRANSPower NEW ZEALAND LIMITED****Grantee****TRANSPower NEW ZEALAND LIMITED** as registered proprietor of the land comprised in NA133B/131 and **CONTACT ENERGY LIMITED** as registered proprietor of the land comprised in NA137B/366, NA137B/367, NA93A/818 and NA125B/883**Grant of Easement or *Profit à prendre* or Creation of Covenant****The Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or **creates the covenant(s) set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)**Schedule A***Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way, water supply, sewage and stormwater drainage and gas, electricity telecommunications and liquid fuel supply	"A" on SO 406586	Section 7 SO 406586	(a) Lot 1 DP 209362 (NA137B/366) (b) Lot 2 DP 209362 (NA137B/367) (c) Lot 1 DP 204791 (NA133B/131) (d) Lot 1 DP 155980 (NA93A/818) (e) Sections 1, 2, 3, 4 SO 69716 (NA125B/883)

Form B - continued

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

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

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

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

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

~~[the provisions set out in Annexure Schedule]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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]~~

Form L**Annexure Schedule**

Page 3 of 4 Pages

*Insert instrument type***Easement instrument to grant easement***Continue in additional Annexure Schedule, if required***Continuation of Interest or Easement to be created**

The registered proprietor from time to time of the Servient Tenement shall not be liable to contribute towards the costs of the establishment, maintenance or repair of any right of way formed or to be formed on the Servient Tenement from time to time unless that registered proprietor or its servants, agents, workmen or tenants shall have caused damage to any such formed right of way.

If at any time the Dominant Tenement comprises more than one lot, the owners thereof shall share the costs of maintenance and repair of the rights created herein on the Servient Tenement equally PROVIDED that should any maintenance or repairs be required as consequence of the actions of one of such owners (and in the case of the Right of Way, the owner of the servient tenement) - whether directly or by their agents, servants or invitees, then such party shall be responsible for the cost of such repairs or maintenance.

The terms, covenants, conditions or restrictions set out below shall attach to the electricity, gas, liquid fuel and telecommunications easements specified herein.

ELECTRICITY, GAS, LIQUID FUEL AND TELECOMMUNICATIONS

- (a) The full, free, uninterrupted and unrestricted right, liberty, licence, and privilege for the registered proprietor of the Dominant Tenement and its tenants (in common with the registered proprietor of the Servient Tenement, and its tenants, and any other person lawfully entitled so to do) from time to time and at all times to separately take, convey, and lead electrical current, gas, liquid fuel and/or telecommunications and computer media in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the Servient Tenement over which the easements are granted or created, together with:
- (b) The full, free, uninterrupted and unrestricted right, liberty, licence and privilege for the registered proprietor of the Dominant Tenement and its tenants (in common with the registered proprietor of the Servient Tenement its tenants, and any other person lawfully entitled to do so) for the purpose of the easements concerned:
- i to use any cables and/or pipes already laid on the stipulated course or any cable or cables and/or pipe or pipes in replacement or in substitution for all or any of those cables and/or pipes;
 - ii where no such cables and/or pipes exist, to lay place, and maintain, or to have laid, placed and maintained cables and/or pipes of a sufficient size and of suitable material for the purpose under the surface of the Servient

Tenement over which the easements are granted or created;

- iii In order to construct or maintain the efficiency of any such cable and/or pipe, the full, free, uninterrupted and unrestricted right, liberty, licence and privilege for the registered proprietor of the Dominant Tenement, its 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 over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, inspection, cleansing, repairing, maintaining and renewing the cables, pipes, or other appurtenances thereto, 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 land of the Servient Tenement and/or any day to day use thereof by persons lawfully entitled to do so, and that the surface of the land of the Servient Tenement is promptly restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

The easements specified in this easement instrument shall be forever appurtenant to the Dominant Tenement.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Encumbrance**Page **1** of **2** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Transpower New Zealand Limited**Encumbrancee under Encumbrance
Instrument D533860.7****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

Easement instrument creating a right of way, water supply, sewage and stormwater drainage and gas, electricity, telecommunications and liquid fuel supply over area "A" on SO 406586.Dated this 17th day of June 2009**Attestation**Signed by the Consentor
by its attorney David
James Viviers.

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

**Julian Christopher Smith
Solicitor
Wellington**

Address

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

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **DAVID JAMES VIVIERS, Property Manager**, of Wellington, hereby certify as follows:

That by deed dated 4th October 2004, **TRANSPOWER NEW ZEALAND LIMITED**, a duly incorporated company having its registered office at Wellington ("the Company"), appointed, as its attorneys in New Zealand, the persons then and from time to time holding certain offices within the Company (such offices being specified in the said deed), on the terms and subject to the conditions set out in the said deed.

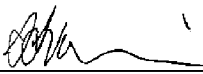
That the said deed was deposited under **Power of Attorney Number 6209713.1** with the Registrar General of Land, pursuant to Section 151 Land Transfer Act 1952 on 9th November 2004.

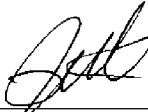
That I hold the above-mentioned office specified in the said deed.

That, as the date hereof, I have not received any notice or information, actual or constructive, of the revocation of the said power of attorney either through the dissolution or winding up of **TRANSPOWER NEW ZEALAND LIMITED** or otherwise or of the cancellation or revocation of my appointment as attorney of the Company or otherwise.

SIGNED at Wellington this 17th day of June 2009.

DAVID JAMES VIVIERS
in the presence of:





Witness signature

Witness Name

Julian Christopher Smith
Solicitor
Wellington

Occupation

City of Residence:

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Encumbrance

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Contact Energy Limited

**Encumbrancee under Encumbrance
Instrument D533860.7**

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

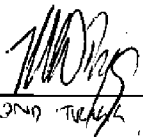
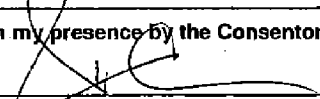
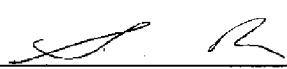
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

Easement instrument creating a right of way, water supply, sewage and stormwater drainage and gas, electricity, telecommunications and liquid fuel supply over area "A" on SO 406586.

Dated this 1st day of July 2009

Attestation

 _____ MARK DESMOND TUCK, ATTORNEY	Signed in my presence by the Consentor  _____ Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name William Brian Barnes Occupation Solicitor Address Wellington
Signature of Consentor  _____ SAJAN ATHBURNE GAO, ATTORNEY	


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

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, MARK EDMOND JENKINS, and
SUSAN CATHERINE SMITH, both of Wellington, certify:

1. **THAT** by Deed dated **8 October 2008**, Contact Energy Limited appointed us its attorneys.
2. **THAT** a copy of that Deed has been deposited with the Registrar-General of Land under number **807572**.
3. **THAT** we have not received notice of any event revoking the power of attorney.

SIGNED at Wellington, this 1st day of July 2009





MANUKAU CITY COUNCIL
RESOLUTION PURSUANT TO SECTION 348 OF
THE LOCAL GOVERNMENT ACT 1974

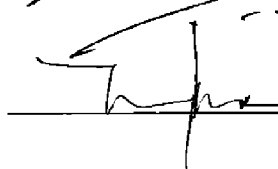
The Manukau City Council hereby approves pursuant to Section 348 of the Local Government Act 1974 the Rights of Way 'A' as shown on Survey Office Plan Number 406586.

Purpose	Shown	Servient tenement	Dominant tenements
Right of way (and other types of easements)	'A' on SO 406586	Section 7 SO 406586	Lot 1 DP209362 (NA137B/366) Lot 2 DP209362 (NA137B/367) Lot 1 DP204791 (NA133B/131) Lot 1 DP155980 (NA93A/818) Sections 1, 2, 3, 4 on SO 69716 (NA125B/883)
Right of way (in gross)	'A' on SO 406586	Section 7 SO 406586	Manukau City Council

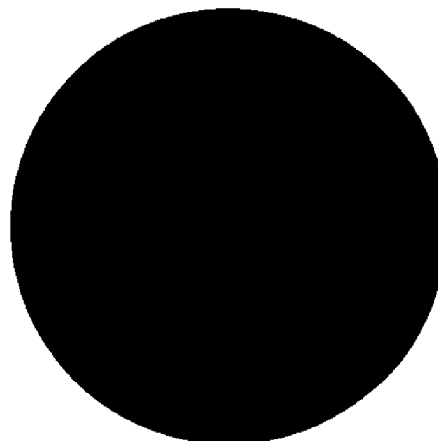
Dated at Manukau City this 18th day of June 2009.

The Common Seal of
THE MANUKAU CITY COUNCIL
was hereto affixed in the presence of:


R. H. Low


J. I. Tang

Authorised officer under delegated authority





Instrument No. 8196479.1
 Status Registered
 Date & Time Lodged 30 Oct 2009 15:12
 Lodged By Singleton, Kirsty Anne
 Instrument Type Easement Instrument



Affected Computer Registers	Land District
480534	North Auckland
NA125B/883	North Auckland
NA133B/131	North Auckland
NA137B/366	North Auckland
NA137B/367	North Auckland
NA93A/818	North Auckland

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Julian Christopher Smith as Grantor Representative on 27/10/2009 12:42 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Julian Christopher Smith as Grantee Representative for Transpower New Zealand Limited on 27/10/2009 12:42 PM

Grantee Certifications

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

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

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

Grantee Certifications

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

**Signature**

Signed by Lloyd Thomas Davies as Grantee Representative for Contact Energy Limited on 30/10/2009 08:58 AM

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

Form B**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

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

Grantor**TRANSPower NEW ZEALAND LIMITED****Grantee****CONTACT ENERGY LIMITED** as registered proprietor of the land comprised in NA137B/366, NA137B/367, NA93A/818 and NA125B/883 and **TRANSPower NEW ZEALAND LIMITED** as registered proprietor of the land comprised in Section 7 SO 406586**Grant of Easement or *Profit à prendre* or Creation of Covenant****The Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)**Schedule A***Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way, water supply, sewage and stormwater drainage and gas, electricity telecommunications and liquid fuel supply	"G" on DP 420711	Lot 1 DP 204791 (NA133B/131)	(a) Lot 1 DP 209362 (NA137B/366) (b) Lot 2 DP 209362 (NA137B/367) (c) Section 7 SO 406586 (d) Lot 1 DP 155980 (NA93A/818) (e) Sections 1, 2, 3, 4 SO 69716 (NA125B/883)

Form B - continued

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

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

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

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

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

[the provisions set out in Annexure Schedule]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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]

Form L

Annexure Schedule

Page 3 of 4 Pages

*Insert instrument type***Easement instrument to grant easement***Continue in additional Annexure Schedule, if required***Continuation of Interest or Easement to be created**

The registered proprietor from time to time of the Servient Tenement shall not be liable to contribute towards the costs of the establishment, maintenance or repair of any right of way formed or to be formed on the Servient Tenement from time to time unless that registered proprietor or its servants, agents, workmen or tenants shall have caused damage to any such formed right of way.

If at any time the Dominant Tenement comprises more than one lot, the owners thereof shall share the costs of maintenance and repair of the rights created herein on the Servient Tenement equally PROVIDED that should any maintenance or repairs be required as consequence of the actions of one of such owners (and in the case of the Right of Way, the owner of the servient tenement) - whether directly or by their agents, servants or invitees, then such party shall be responsible for the cost of such repairs or maintenance.

The terms, covenants, conditions or restrictions set out below shall attach to the electricity, gas, liquid fuel and telecommunications easements specified herein.

ELECTRICITY, GAS, LIQUID FUEL AND TELECOMMUNICATIONS

- (a) The full, free, uninterrupted and unrestricted right, liberty, licence, and privilege for the registered proprietor of the Dominant Tenement and its tenants (in common with the registered proprietor of the Servient Tenement, and its tenants, and any other person lawfully entitled so to do) from time to time and at all times to separately take, convey, and lead electrical current, gas, liquid fuel and/or telecommunications and computer media in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the Servient Tenement over which the easements are granted or created, together with:
- (b) The full, free, uninterrupted and unrestricted right, liberty, licence and privilege for the registered proprietor of the Dominant Tenement and its tenants (in common with the registered proprietor of the Servient Tenement its tenants, and any other person lawfully entitled to do so) for the purpose of the easements concerned:
- i to use any cables and/or pipes already laid on the stipulated course or any cable or cables and/or pipe or pipes in replacement or in substitution for all or any of those cables and/or pipes;
 - ii where no such cables and/or pipes exist, to lay place, and maintain, to have laid, placed and maintained cables and/or pipes of a sufficient size and of suitable material for the purpose under the surface of the Servient Tenement over which the easements are granted or created;

- iii In order to construct or maintain the efficiency of any such cable and/or pipe, the full, free, uninterrupted and unrestricted right, liberty, licence and privilege for the registered proprietor of the Dominant Tenement, its 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 over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, inspection, cleansing, repairing, maintaining and renewing the cables, pipes, or other appurtenances thereto, 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 land of the Servient Tenement and/or any day to day use thereof by persons lawfully entitled to do so, and that the surface of the land of the Servient Tenement is promptly restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

The easements specified in this easement instrument shall be forever appurtenant to the Dominant Tenement.

MANUKAU CITY COUNCIL
RESOLUTION PURSUANT TO SECTION 348 OF
THE LOCAL GOVERNMENT ACT 1974

The Manukau City Council hereby approves pursuant to Section 348 of the Local Government Act 1974 the Rights of Way G as shown on Land Transfer Plan 420711.

Purpose	Shown	Servient tenement	Dominant tenements
Right of way (and other types of easements)	'G' on LT420711	Lot 1 DP204791 (CT NA133B/131)	Lot 1 DP209362 (NA137B/366) Lot 2 DP209362 (NA137B/367) Section 7 SO 406585 Lot 1 DP155980 (NA93A/818) Sections 1, 2, 3, 4 on SO 69716 (NA125B/883)
Right of way (in gross)	'G' on LT420711	Lot 1 DP204791 (CT NA133B/131)	Manukau City Council

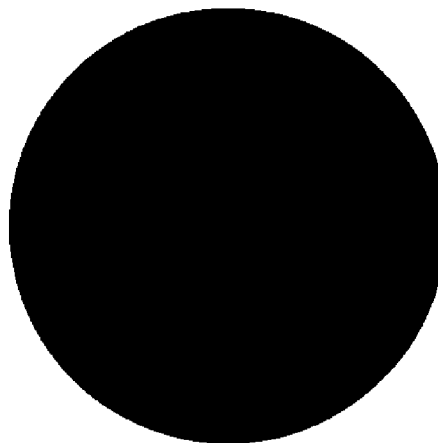
Dated at Manukau City this 18th day of June 2009.

The Common Seal of
 THE MANUKAU CITY COUNCIL
 was hereto affixed in the presence of:


 _____ R.H. Low


 _____ J I TANG

Authorised officer under delegated authority





View Instrument Details

Instrument No. 10344615.1
Status Registered
Date & Time Lodged 26 Feb 2016 11:16
Lodged By Garnett, Jodi Maree
Instrument Type Encumbrance

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
NA125B/883	North Auckland
NA137B/366	North Auckland
NA137B/367	North Auckland
NA93A/818	North Auckland

Annexure Schedule: Contains 5 Pages.

Encumbrancer Certifications

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

Signature

Signed by Edward George McGimpsey as Encumbrancer Representative on 18/02/2016 03:26 PM

Encumbrancee Certifications

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

Signature

Signed by Edward George McGimpsey as Encumbrancee Representative on 18/02/2016 03:26 PM

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

MEMORANDUM OF ENCUMBRANCE

DATED

2016

PARTIES

- (1) **CONTACT ENERGY LIMITED**, as Encumbrancer (the **Encumbrancer**)
- (2) **CONTACT ENERGY LIMITED**, as Encumbrancee at Wellington (**Contact**)

BACKGROUND

- A. The Encumbrancer is registered as proprietor of an estate in fee simple in the land described in the Second Schedule (the **Land**).
- B. As a result of the circumstances described in the Third Schedule the Encumbrancer has agreed:
 - (a) to grant and make the rent charge with Contact as set out in and subject to the conditions expressed in the First Schedule; and
 - (b) to enter into the covenants in favour of Contact set out in the Fourth Schedule.

AGREEMENT

The Encumbrancer encumbers the Land for the benefit of Contact as set out in the First Schedule and covenants with Contact as set out in the Fourth Schedule.

FIRST SCHEDULE**(Terms and Conditions of Encumbrance)**

1. The Encumbrancer encumbers the Land for the benefit of Contact in perpetuity (but determinable as may be provided) with an annual rent charge of \$1.00 to be paid to Contact by the first day of January in each year if demanded by that date. The first payment if so demanded is due on or before the first day of January next succeeding the date of this Memorandum. The covenants in the Fourth Schedule to be observed and performed by the Encumbrancer shall be enforceable only against the owners and occupiers from time to time of the Land and not otherwise against the Encumbrancer or any other former owner of the Encumbrancer's interest.
2. No delay or failure by Contact to enforce performance of any of the covenants set out in the Fourth Schedule and no indulgence granted to the Encumbrancer by Contact shall prejudice the rights of Contact to enforce any of the covenants or provisions of this Memorandum.
3. Section 97 of the Land Transfer Act 1952 and Sections 203 and 204 of the Property Law Act 2007 apply to this Memorandum but otherwise (and without prejudice to Contact's Rights of Action at Common Law as a rent chargee):
 - (a) Contact shall be entitled to none of the powers and remedies given to Encumbrancees by the Land Transfer Act 1952 and the Property Law Act 2007; and
 - (b) no covenants on the part of the Encumbrancer and its successors in title other than those stated herein are implied in this Memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.
4. The parties intend that this encumbrance have effect between them as a binding arrangement as from execution by them both and notwithstanding registration or otherwise of this encumbrance.
5. This rent charge shall immediately determine and the Encumbrancer shall be entitled to a discharge of this Memorandum if the covenants set out in the Fourth Schedule become entirely obsolete or, except in the case of continuing covenants, have been performed.

SECOND SCHEDULE

(The Land)

The following computer freehold registers (North Auckland Registry):

- (a) computer freehold register NA 137B/366 (2.3060 hectares more or less being Lot 1 Deposited Plan 209362);
- (b) computer freehold register NA 137B/367 (35.0210 hectares more or less being Lot 2 Deposited Plan 209362);
- (c) computer freehold register NA 125B/883 (1.9950 hectares more or less being Section 1-4 Survey Office Plan 69716); and
- (d) computer freehold register NA 93A/818 (6363 square metres more or less being Lot 1 Deposited Plan 155980).

THIRD SCHEDULE

(The Circumstances)

1. Contact operates an electricity generation business with a generation portfolio of electricity assets (**Contact's Electricity Business**).
2. Contact wishes to ensure, as far as practicable, that the Land is not used in connection with Electricity Generation as Contact has determined that such use will have an adverse or injurious effect on Contact's Electricity Business.
3. Contact has entered into this Memorandum to provide that the registered proprietor of the Land from time to time shall not permit the Land to be used in connection with Electricity Generation.
4. For the purposes of this Memorandum, **Electricity Generation** includes without limitation using or intending to use the Land or any existing or future plant or improvements on the Land, to generate electricity.

FOURTH SCHEDULE**(The Encumbrancer's Covenants)**

The Encumbrancer covenants with Contact as follows:

1. Land Use

1.1 The Encumbrancer will not use or lease, or permit to be used or leased, any portion of the Land or any buildings now or to be erected on the Land, for, or in connection with Electricity Generation.

2. Consent to Auckland Transport Encumbrance and certain instruments:

2.1 For the purposes of the Property Law Act 2007 and the Land Transfer Act 1952, and without prejudice to its rights under this Encumbrance, Contact hereby consents (and no further consent shall be required) to the registration of the following instruments executed by the Encumbrancer in respect of the Land:

2.1.1 the 'Auckland Transport Encumbrance' (being the encumbrance instrument contemplated in the Agreement for Sale of Land for Road and Compensation between Contact and Manukau City Council (now Auckland Transport) dated 11 October 2004);

2.1.2 the creation, variation or surrender of an easement;

2.1.3 the variation of a subsequent mortgage instrument; and

2.1.4 the registration of a lease, a lease variation instrument, or the surrender of a lease,

and this consent shall be deemed to be the consent of Contact to the registration of a particular instrument specified in clauses 2.1.1 to 2.1.4 above.

595037 TE 01011870

11/-
29/18/3307
AUCKLAND

(Approved by the District Land Registrar, Auckland, No. 2716)

New Zealand]

(C)

Under the Land Transfer Act, 1952

Memorandum of Transfer

^{THE}
WHEREAS AUCKLAND CITY BUILDINGS LIMITED a duly incorporated Com-
pany carrying on business in Auckland (hereinafter referred to as
"the Grantor") is being registered as proprietor
of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by
memoranda underwritten or endorsed hereon in that piece of land situated
in the Land District of Auckland containing SEVENTY-THREE ACRES . .
THREE ROODS FIFTEEN PERCHES (73a. 3r. 15p)
more or less being residue of Deposited Plan No. 10426 and being portions
of Allotments 2 3 and 4 of the Parish of Manurewa and the residue .
of the land comprised in and described by Certificate of Title . .
Volume 247 Folio 186 Auckland Registry SUBJECT to Drainage Rights
over Lot 2 Deposited Plan 10473 in favour of East Tamaki Road . . .
District created by Transfer 91645 and to Proclamation ^(revoked) 12807 de-
fining the middle line of a Motorway. _____

AND WHEREAS the Grantor has agreed to grant an easement in gross to
the AUCKLAND ELECTRIC POWER BOARD a Body Corporate duly constituted
under the provisions of the Auckland Electric Power Board Act . . .
1921-22 (hereinafter called "the Grantee") to enable the Grantee .
to instal electric power lines along that portion of the said land
hereinafter mentioned. _____

NOW THEREFORE in pursuance of the said Agreement and in considera-
tion of the premises the Grantor DOETH HEREBY TRANSFER AND GRANT .
unto the Grantee as an easement in gross the full and free right .
liberty and license to transmit along that portion of the said land
delineated by the plan endorsed hereon and thereon coloured yellow
electric current through such wires as may be necessary and for . .
that purpose from time to time as occasion shall require and with .
men horses carts vehicles and material to go upon that portion of
the said land above described coloured yellow on the plan endorsed
hereon and to erect poles and wires thereon and to repair and re- .

all
H.N.
as

~~In consideration of~~

~~(the receipt of which sum is hereby acknowledged)~~

~~Do hereby Transfer to the said~~

~~all~~ estate and interest in the
~~said piece of land above described~~

new or remove any of such poles or wires and to view the state or
condition thereof. _____

PROVIDED THAT all damage done to the surface of the said portion
of the said land and any fences or other erections thereon shall
be made good and remedied in a proper and workmanlike manner to
the Grantor's satisfaction. _____

AND PROVIDED that any opening in such land shall be filled in as
soon as possible after the necessary work for which such opening
was made has been completed and the surface levelled off in a prop-
er manner and restored to its former condition to the Grantor's
satisfaction and all damage (if any) to fences or other erections
made good and remedied in a proper and workmanlike manner to the
Grantor's satisfaction. _____

AND PROVIDED that every care shall be exercised to prevent stock
from being injured or escaping from the said land _____

*See
P. 7. 74.*

~~In witness whereof~~ _____ have hereunto subscribed _____ name this

~~day of~~ _____ one thousand nine hundred and _____

~~Signed by the above named~~

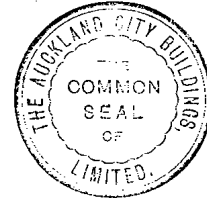
~~in the presence of~~

AND PROVIDED ALSO that if and whenever the said Company or its successors in title subdivides the said land the power poles shall if required by them be removed to a position on the boundary or frontage of a section so that the erection of a building on such section shall not be obstructed. _____

IN WITNESS WHEREOF these presents have been executed this 28th day of August .
One thousand nine hundred and fifty-seven....

THE COMMON SEAL of AUCKLAND CITY)
BUILDINGS LIMITED was hereunto)
affixed in the presence of:-)

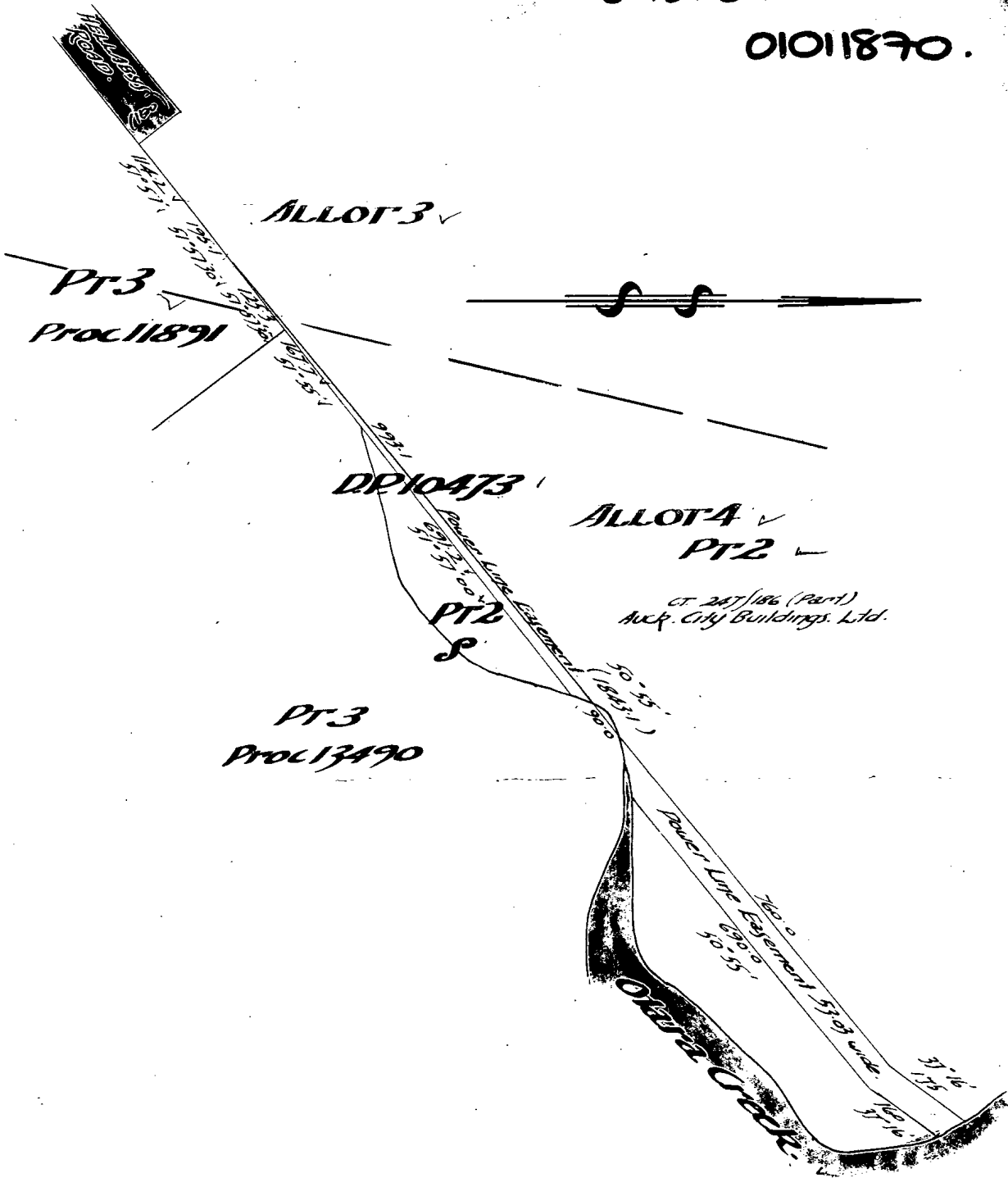
M. H. H. H. H.) DIRECTORS
W. H. H. H.)
.....)



W. H. H. H.) SECRETARY
.....)

595037 TE

01011870.



PLAN OF POWER LINE EASEMENT
THROUGH PART LOT 2 ON DP 10473
BEING PART ALLOTS 3 & 4 MANUREWA PARISH.

SCALE: 2 CHAINS = 1 INCH.

Correct
 Draughtsman
 21/10/57

W. E. Griffiths
 Registrar

P. T. H.

Print by
JAS. S. LOCKLEY LTD.
159 Queen Street · AUCKLAND
PLAN PRINTING * PHOTOCOPYING

595037

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER OF Easement over
residue D.P.10426 ptn Allots
2,3,4 Parish of Manurewa
C.T.247/186



Solicitor for the Transferee

AUCKLAND CITY BUILDINGS LIMITED Grantor
Transferor

REGISTERED IN TRIPLICATE

AUCKLAND ELECTRIC POWER BOARD Grantee
Transferee

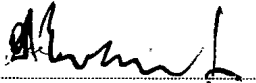
LT A.
Please recon
Proc 12490

Particulars entered in the Register-Book

247/186
the 14th day of October 1957
at o'clock

(originals of Plans
12807 & 13490 to
be endorsed)




Assistant District Land Registrar
of the District of Auckland.

33163
130 A 2-3



LAND & DEEDS
Nature: <i>Easement</i>
Firm: <i>Nicholson</i>
14 OCT 1957
Time: <i>11:26</i>
Fee: <i>£ 1:2:-</i>
Abstract No. <i>7297</i>

NICHOLSON, GRIBBIN, ROGERSON & NICHOLSON,
SOLICITORS,
AUCKLAND.

Solicitors for the Transferee

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND

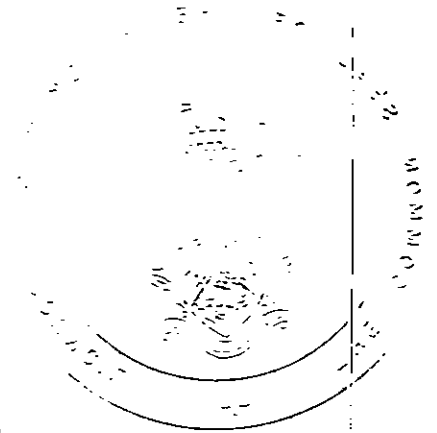
A.D. 71359



D 533860.6TE

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**

130A 437	ALL	
-------------	-----	--

Transferor Surnames must be underlined

The Manukau City Council

Transferee Surnames must be underlined

Her Majesty the Queen (acting by and through the Minister of Lands pursuant to section 28 of the Public Works Act 1981).

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

Easements as specified in the attached annexure schedule.

Consideration

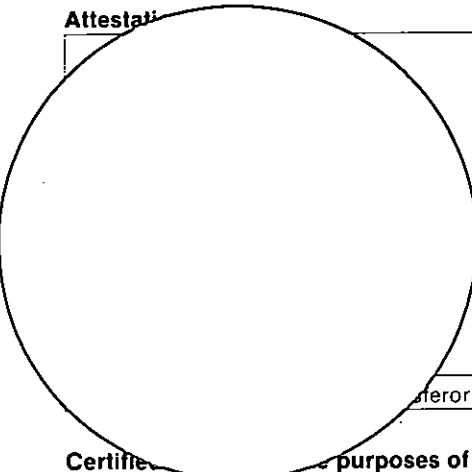
\$1-00

Operative Clause

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

Dated this 4th day of August 2000

Attestation



Signed in my presence by the Transferor
Signature of Witness

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

Witness name

Occupation

Address

Mayor

City Manager

Certificate for the purposes of the Land Transfer Act 1952

Certifies that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Check Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

4th August 2004

Page

2 of 2

Pages

ML

1. Interpretation

"The servient Tenement" means the land identified on the first page of this transfer.

"The Dominant Tenement" or the "Otahuhu ^{Power Station} Substation Land" means an estate in fee simple in all that parcel of land containing more or less 57.8370 hectares being Lot 1 on Deposited Plan 203790 being all the land contained in Certificate of Title 132B/642 (North Auckland Registry).

2. Background

- (a) The Servient Tenement is situated adjacent to the Otahuhu Power Station Land
- (b) Noise generation, vibration, emissions and/or deposits of matter including without limitation electromagnetic fields, waves or current or geomagnetically induced currents, traffic, adverse visual impact of electricity works or other adverse industrial impact are an unavoidable effect of the carrying on of electricity generation and supply operations on or about the Otahuhu Power Station Land.
- (c) The Transferee sold the surplus Otahuhu Power Station Land to the Transferor upon the basis that owners, occupiers or persons having an interest in the Servient Tenement would not be able to use their interest in the Servient Tenement to object to, obstruct or hinder the carrying on of electricity generation and supply operations on or about the Otahuhu ^{Power Station} Substation Land.
- (d) The Transferor has agreed to grant the within easements to the Transferee and to enter into a certain memorandum of encumbrance of even date herewith with the intention that such encumbrance apply in conjunction with this transfer.

ML
ML

3. Easements

The Transferor transfers and grants to the ^{Transferee} Grantee the full, free, uninterrupted and unrestricted right, liberty and privilege for the ^{Transferee} Grantee and its servants, tenants, agents, licensees and grantees from time to time by carrying on electricity generation and supply operations upon or about the Otahuhu Power Station Land to thereby also use and affect the Servient Tenement including its subsoil and its airspace by emanating noise to the Servient Tenement, causing vibrations of the Servient Tenement, allowing emissions from or incidental to the said electricity generation and supply operations carried on from time to time on or about the Otahuhu Power Station Land to escape, pass over, settle on or deposit as the case may be on or about the Servient Tenement including without limitation electromagnetic fields, waves or current or geomagnetically induced currents, (and whether caused by increased traffic flows in the proximity of the Servient Tenement or any other activity that adversely affects the servient Tenement generally and/or through the visual impact thereon of electricity works on or about the Otahuhu Power Station Land), to the intent that this easement shall be forever appurtenant to the Otahuhu Power Station Land.

ML

SIGNED BY MANUKAU CITY COUNCIL

In the presence of

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.

ML *ML*

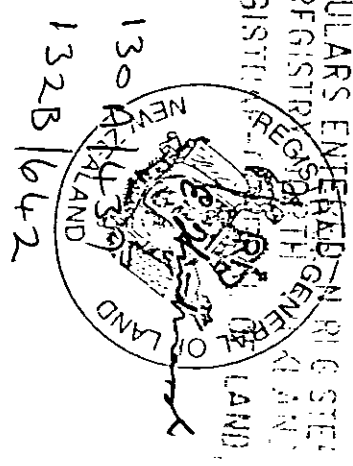
TRANSFER

Land Transfer Act 1952

NZ COPY

PRODUCED 9.00 21.AUG00-D 533860-6
ENTERED 9.00 1.9.00

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY GENERAL
for REGISTRATION OF LAND



Law Firm Acting

Auckland District Law Society
REF: 4135

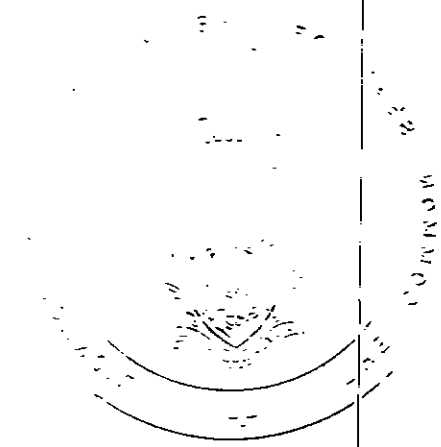
This page is for Land Registry Office use only.
(except for "Law Firm Acting")



DS33860.5TE

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**

130A 437

PART

"A", "B" and "C" on DP 201385

Transferor Surnames must be underlined

THE MANUKAU CITY COUNCIL

Transferee Surnames must be underlined

HER MAJESTY, THE QUEEN (acting through the Minister of Lands pursuant to section 28 of the Public Works Act 1981).

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

Easements of Right of Way, right to drain sewage, right to drain waste water, right to convey water, right to convey electricity, right to convey communications, right to convey gas, right to convey liquid fuel (continued on page 2 of 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 described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

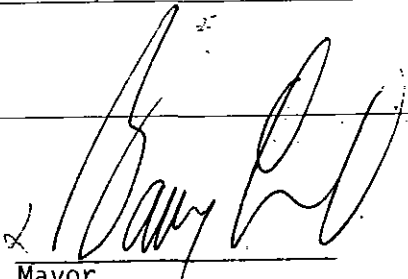
Dated this 4th day of August 2000

Attest

Signed in my presence by the Transferor
Signature of Witness

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

Witness name
Occupation
Address



Mayor



City Manager

Certified correct for the purposes of the Land Transfer Act 1952

Certified so that no conveyance duty is payable by virtue of Sect or 24(1) of the Stamp and Cheque Duties Act 1977 (DELETE IN APPROPRIABLE CERTIFICATE)



Solicitor for the Transferee

Annexure Schedule

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

Transfer

Dated

4th August 2000

Page

2

of

3

Pages

Continuation of Interest or Easement to be created.

The Transferor HEREBY TRANSFERS AND GRANTS to the Transferee the easements specified in this Transfer in and under such parts of the land marked "A", "B" and "C" in DP 201385 "the Servient Tenement".

The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the rights and powers set out in the Ninth Schedule to the Property Law Act 1952 are herein implied but subject to the proviso that the registered proprietor from time to time of the Servient Tenement shall not be liable to contribute towards the cost of the establishment, maintenance or repair of any right of way formed or to be formed on the Servient Tenement from time to time unless that registered proprietor or its servants, agents, workmen or tenants shall have caused damage to any such formed right of way.

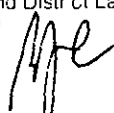
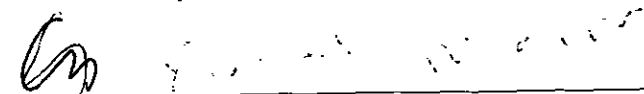
If at any time the Dominant Tenement comprises more than one lot, the owners thereof shall share the costs of maintenance and repair of the rights created herein on the Servient Tenement equally PROVIDED that should any maintenance or repairs be required as consequence of the actions of one of such owners (and in the case of the Right of Way, the owner of the servient tenement) -whether directly or by their agents, servants or invitees, then such party shall be responsible for the cost of such repairs or maintenance.

The terms, covenants, conditions or restrictions set out below shall attach to the electricity, gas, liquid fuel and communications easements specified herein.

ELECTRICITY, GAS, LIQUID FUEL AND COMMUNICATIONS

- a. The full, free, uninterrupted and unrestricted right, liberty, licence, and privilege for the registered proprietor of the Dominant Tenement and his tenants (in common with the registered proprietor of the Servient Tenement, and his tenants, and any other person lawfully entitled so to do) from time to time and at all times to separately take, convey, and lead electrical current, gas, liquid fuel and/or communications in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the Servient Tenement over which the easements are granted or created, together with:
- b. The full, free, uninterrupted and unrestricted right, liberty, licence and privilege for the registered proprietor of the Dominant Tenement and his tenants (in common with the registered proprietor of the Servient Tenement, his tenants, and any other person lawfully entitled to do so) for the purpose of the easements concerned:
 - i. To use any cables and/or pipes already laid on the stipulated course or any cable or cables and/or pipe or pipes in replacement or in substitution for all or any of those cables and/or pipes;
 - ii. Where no such cables and/or pipes exist, to lay place, and maintain, cables and/or pipes of a sufficient size and of suitable material for the purpose under the surface of the Servient Tenement over which the easements are granted or created.

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

TRANSFER

Dated

4th August 2000

Page

3 of 3

Pages

iii.

In order to construct or maintain the efficiency of any such cable and/or pipe, the full, free, uninterrupted and unrestricted right, liberty, licence and privilege for the registered proprietor of the Dominant Tenement, his tenants, servants, agents and workmen, with any tools, implements, machinery, vehicles, or equipment, of whatsoever nature necessary for the purpose to enter upon the Servient Tenement over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, inspection, cleansing, repairing, maintaining and renewing the cables, pipes, or other appurtenances thereto, 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 land of the Servient Tenement and/or any day to day use thereof by persons lawfully entitled to do so, and that the surface of the land of the Servient Tenement is promptly restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

The easements specified in this transfer shall be forever appurtenant to the land of the Transferee being Lot 1 on DP 203790 contained in Certificate of Title 132B/642 North Auckland Registry.

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.

AS *ME*

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

TRANSFER

Land Transfer Act 1952

LINZ COPY

PRODUCED
ENTERED

9.00 21.AUG00 D 533860 . 5
9.00 1.9.00

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY (NEW ZEALAND)
for REGISTRAR-GENERAL

130A/437
132B/642



Law Firm Acting

Auckland District Law Society
REF 4135

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(except for "Law Firm Acting")

TRANSFER
Land Transfer Act 1952

D640353.5TE

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
1022 133B	814 131	PART	Accord Deposited Plan 199718 D on DP204791

Transferor Surnames must be underlined or in CAPITALS
TRANSPOWER NEW ZEALAND LIMITED

Transferee Surnames must be underlined or in CAPITALS
CONTACT ENERGY LIMITED

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.
Easements of Right of Way, right to drain sewage, right to drain waste water, right to convey water, right to convey electricity, right to convey communications, right to convey gas, right to convey liquid fuel (continued on page 2 of annexure schedule).

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 described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this **7th** day of **January 1999**.

Attestation
Signed for Transpower New Zealand Limited by its attorney
Allan Jardine Burdett

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 **Nigel Dickson Barbour**
Occupation **SOLICITOR**
Address **WELLINGTON**

Solicitor for the Transferee

Annexure Schedule



Insert below

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

Transfer

Dated

7th January 1999

Page

2

of

3

Pages

Continuation of estate or interest to be created

The Transferor HEREBY TRANSFERS AND GRANTS to the Transferee the easements specified in this Transfer in and under such parts of the land marked "A" in DP 103718 "the Servient Tenement".

"D" 204791

The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the rights and powers set out in the Ninth Schedule to the Property Law Act 1952 are herein implied but subject to the proviso that the registered proprietor from time to time of the Servient Tenement shall not be liable to contribute towards the cost of the establishment, maintenance or repair of any right of way formed or to be formed on the Servient Tenement from time to time unless that registered proprietor or its servants, agents, workmen or tenants shall have caused damage to any such formed right of way.

The terms, covenants, conditions or restrictions set out below shall attach to the electricity, gas, liquid fuel and communications easements specified herein.

ELECTRICITY, GAS, LIQUID FUEL AND COMMUNICATIONS

- (a) The full, free, uninterrupted and unrestricted right, liberty, licence, and privilege for the registered proprietor of the Dominant Tenement and his tenants (in common with the registered proprietor of the Servient Tenement, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to separately take, convey, and lead electrical current, gas, liquid fuel and/or communications in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the Servient Tenement over which the easements are granted or created, together with:
- (b) The full, free, uninterrupted and unrestricted right, liberty, licence and privilege for the registered proprietor of the Dominant Tenement and his tenants (in common with the registered proprietor of the Servient Tenement, his tenants, and any other person lawfully entitled to do so) for the purpose of the easements concerned:
 - (i) To use any cables and/or pipes already laid on the stipulated course or any cable or cables and/or pipe or pipes in replacement or in substitution for all or any of those cables and/or pipes;
 - (ii) Where no such cables and/or pipes exist, to lay place, and maintain, or to have laid, placed and maintained cables and/or pipes of a sufficient size and of suitable material for the purpose under the surface of the Servient Tenement over which the easements are granted or created;

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

Transfer

Dated 7th January 1999

Page 3 of 3 Pages

(iii) In order to construct or maintain the efficiency of any such cable and/or pipe, the full, free, uninterrupted and unrestricted right, liberty, licence and privilege for the registered proprietor of the Dominant Tenement, his tenants, servants, agents and workmen, with any tools, implements, machinery, vehicles, or equipment, of whatsoever nature necessary for the purpose to enter upon the Servient Tenement over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, inspection, cleansing, repairing, maintaining and renewing the cables, pipes, or other appurtenances thereto, or any part thereof and of opening up the soil of 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 land of the Servient Tenement and/or any day to day use thereof by persons lawfully entitled to do so, and that the surface of the land of the Servient Tenement is promptly restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

The easements specified in this transfer shall be forever appurtenant to the land of the Transferee being Lot 32 on DP 1000003 contained in Certificate of Title, 1000003 (North Auckland Registry) 204791 133B/132

EXECUTED by CONTACT ENERGY Limited by its attorneys

PAUL ANTHONY Name of Attorney

Signature of Attorney

DAVID S. HILL Name of Attorney

Signature of Attorney

in the presence of: Signature Occupation

Wellington Place of Abode

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 (DSAL, PA, etc.)

Continuation of "Attestation"

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **ALLAN JARDINE BURDETT** of Wellington, Property Manager, hereby certify that:

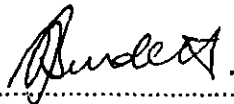
1. By Deed dated 6 August 1998 Transpower New Zealand Limited at Wellington appointed me its attorney on the terms and subject to the conditions set out in the said Deed.

Copies of that Deed are deposited in the Land Transfer Offices listed below under the number shown alongside each of those offices:

Auckland	D.304456.1	Nelson	379776.2
South Auckland	B.497940.1	Marlborough	199217.1
New Plymouth	453373.1	Westland	110459.1
Gisborne	G.186127.1	Canterbury	A365168.2
Hawkes Bay	675562.1	Otago	952826.1
Wellington	B.681815.2	Southland	259733.2

2. At the date hereof I have not received any notice or information of the revocation of that appointment.

SIGNED at Wellington this 7th day of January 1999



.....
ALLAN JARDINE BURDETT

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



TRANSFER

Land Transfer Act 1952

LINE COPY

11.42

14

Sep 01 1640353.5

Law Firm Acting
Buddle Findlay Solicitors Wellington

1328/131



Auckland District Law Society
REF: 4135 /4

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(except for "Law Firm Acting")

D640353.10TE

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*

137B

367

All

Transferor Surnames must be underlined or in CAPITALS

CONTACT ENERGY LIMITED

Transferee Surnames must be underlined or in CAPITALS

THE MANUKAU CITY COUNCIL at Manukau

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 1000 years from the date of this Transfer for ...
(continued on Annexure Schedule)

Consideration

In satisfaction of the Transferee's conditions for a resource consent required under the Resource Management Act 1991

Operative Clause

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

Dated this 10th day of September 2001

Attestation

See attached

Signed in my presence by the Transferor
Signature of Witness

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

Witness name

Occupation

Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

REF: 4135 /2

Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

10th September 2001

Page

1

of

2

Pages



Continuation of Estate or Interest or Easement to be created

A water supply right in terms of a right to convey water and a right of way as set out in paragraphs 1, 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 over the Easement Area being those areas shown marked "H1", "H2", "V4", "H4", "V3" and "V1" on Deposited Plan 209362 as varied by the following covenants of the Transferor in favour of the Transferee:

1. That the Transferor shall not build, construct, erect or place any building or structure (including any fence or gate) nor deposit any fill on the Easement Area.
2. That, except for vehicular driveway and crossings to the extent necessary only for access to and exit from adjoining properties constructed of materials and to dimensions and specifications first approved for that purpose by the Transferee, the Transferor shall not pave, seal, or plant or grow any trees, shrubs or flowers within the Easement Area but shall at all times ensure that the Easement Area is grassed and maintained in a neat and tidy condition.
3. That the Transferor shall ensure that pipes and cables for electricity, gas and telephone laid underground through the Easement Area will be at a depth and location first approved by the Transferee.
4. That, for the purpose of restoration of the surface after performing works as provided in paragraph 5 of the Seventh Schedule of the Land Transfer Act 1952, the Transferee shall only be required to restore the surface soil and grass the same and restore approved vehicular driveway and crossings to the standard prior to any such works.
5. That paragraph 5 of the Seventh Schedule of the Land Transfer Act 1952 is varied by deleting the words in subparagraph (c) reading: "or where only the position of the pipeline is defined in the easement", and substituting for them the word "and".
6. The provisions of the Ninth Schedule of the Property Law Act 1952 shall not be implied in this grant of right of way.

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

Annexure Schedule



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

Transfer

Dated 10th September 2001

Page 2 of 2 Pages

Continuation of Attestation.../

SIGNED for and on behalf of)
CONTACT ENERGY LIMITED)
by its attorneys)

Diana S. Hill

Name of attorney

D. S. Hill

Signature of attorney

DAVID JOHN PAY

Name of attorney

[Signature]

Signature of attorney

in the presence of:

[Signature]

Witness Signature

[Signature]

Address

Environment & Property Manager

Occupation

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.

[Signature]

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **DAVID SNELLING HILL** General Manager-Generation, and

DAVID JOHN PAY Legal Counsel both of Wellington, certify:

1. **THAT** by Deed, dated 25 October 2000, Contact Energy Limited appointed us as its attorneys on the terms and conditions set out in that Deed.
2. **THAT** a copy of that Deed is registered at the various District Land Registries as follows:

North Auckland	D 558067.1
South Auckland	B 634746.1
Gisborne	231809.1
Hawkes Bay	709503.1
Taranaki	475091.1
Wellington	B 808436.1
Marlborough	215109.1
Nelson	402463.1
Westland	115370.1
Canterbury	A 481549.1
Otago	5012103.1
Southland	5012426.1

3. **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by Contact Energy Limited.

SIGNED at Wellington on the 10th day of September 2001

D. S. Hill.
DAVID SNELLING HILL

[Signature]
DAVID JOHN PAY

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



TRANSFER

Land Transfer Act 1952

1995/1004EF

Law Firm Acting
BROOKFIELDS LAWYERS AUCKLAND & MANUKAU

Auckland District Law Society
REF: 4135 /A

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(except for "Law Firm Acting")

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10

PATRICULARS ENTERED IN REGISTER
LAND REGISTRY WORKS



11.42





EASEMENT CERTIFICATE

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

✚ We **CONTACT ENERGY LIMITED** at Wellington

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **NORTH AUCKLAND** on the _____ day of _____ under No. **DP 209362** 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. DP 209362**

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		
<i>cond</i> <ul style="list-style-type: none"> • Right of Way, water supply, sewerage and stormwater drainage, gas and electricity supply, and telecommunications and liquid fuel supply • Stormwater drainage • Stormwater drainage • Telecommunications and electrical supply 	Lot 2	H1, H2, H3, H4 and V4	Lot 1	
	Lot 2	L, V1, V3, V4, K, J4, U1, Y, N1, J6, N2, P1, J2; P2, P4, J1, Q	Lot 1	
	Lot 1	R, S, J8, J10, P3, and P5	Lot 2	
	Lot 2	W1, W3, W4 and W5	Lot 1	



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

1. Rights and powers:

The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the rights and powers set out in the Ninth Schedule to the Property Law Act 1952 are herein implied but subject to the proviso that the registered proprietor from time to time of the Servient Tenement shall not be liable to contribute towards the cost of the establishment, maintenance or repair or any right of way formed or to be formed on the Servient Tenement from time to time unless that registered proprietor or its servants, agents, workmen or tenants shall have caused damage to any such formed right of way.

If at any time the Dominant Tenement comprises more than one lot, the owners thereof shall share the costs of maintenance and repair of the rights created herein on the Servient Tenement equally PROVIDED that should any maintenance or repairs be required as a consequence of the actions of one of such owners (and in the case of the Right of Way, the owner or the servient tenement) - whether directly or by their agents, servants or invitees, then such party shall be responsible for the cost of such repairs or maintenance.

Handwritten signatures and initials, including 'D.M.' and 'A.S.'



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

The terms, covenants, conditions or restrictions set out below shall attach to the electricity, gas, liquid fuel and communications easements specified herein.

ELECTRICITY, GAS, LIQUID FUEL AND COMMUNICATIONS

- (a) The full, free, uninterrupted and unrestricted right, liberty, licence, and privilege for the registered proprietor of the Dominant Tenement and his tenants (in common with the registered proprietor of the Servient Tenement, and his tenants, and any other person lawfully entitled to do so) from time to time and at all times to separately take, convey, and lead electrical current, gas, liquid fuel and/or communications in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the Servient Tenement over which the easements are granted or created, together with:
- (b) The full, free, uninterrupted and unrestricted right, liberty, licence, and privilege for the registered proprietor of the Dominant Tenement and his tenants (in common with the registered proprietor of the Servient Tenement, his tenants, and any other person lawfully entitled to do so) for the purpose of the easements concerned:
 - (i) To use any cables and/or pipes already laid on the stipulated course or any cable or cables and/or pipe or pipes in replacement or in substitution for all or any of those cables and/or pipes;
 - (ii) Where no such cables and/or pipes exist, to lay, place, and maintain, cables and/or pipes of a sufficient size and of suitable material for the purpose under the surface of the Servient Tenement over which the easements are granted or created.
 - (iii) In order to construct or maintain the efficiency of any such cable and/or pipe, the full, free, uninterrupted and unrestricted right, liberty, licence and privilege for the registered proprietor of the Dominant Tenement, his tenants, servants, agents and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose to enter upon the Servient Tenement over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, inspection, cleansing, repairing, maintaining and renewing the cables, pipes, or other appurtenances thereto, 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 land of the Servient Tenement and/or any day to day use thereof by persons lawfully entitled to do so, and that the surface of the land of the Servient Tenement is promptly restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

Dated this 10th day of Sept 2001

Signed by the above-named

SIGNED for and on behalf of)
CONTACT ENERGY LIMITED)
by its attorneys)

DAVID S HILL

Name of attorney

D.S. Hill

Signature of attorney

~~in the presence of~~

DAVID J PAY

Name of attorney

[Signature]
Signature of attorney

~~Witness~~

in the presence of:

~~Occupation~~

[Signature]
Witness signature

~~Address~~

Widlington
Address

Environment & Property Manager
Occupation

Correct for the purposes of the Land Transfer Act 1952

[Signature]
(Solicitor for) the registered proprietor:

CERTIFICATE OF NON-REVOCAION OF POWER OF ATTORNEY

We, **DAVID SNELLING HILL** General Manager-Generation, and

DAVID JOHN PAY Legal Counsel both of Wellington, certify:

1. **THAT** by Deed, dated 25 October 2000, Contact Energy Limited appointed us as its attorneys on the terms and conditions set out in that Deed.
2. **THAT** a copy of that Deed is registered at the various District Land Registries as follows:

North Auckland	D 558067.1
South Auckland	B 634746.1
Gisborne	231809.1
Hawkes Bay	709503.1
Taranaki	475091.1
Wellington	B 808436.1
Marlborough	215109.1
Nelson	402463.1
Westland	115370.1
Canterbury	A 481549.1
Otago	5012103.1
Southland	5012426.1

3. **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by *Contact Energy Limited*.

SIGNED at *Wellington* on the *10th* day of *September* 2001

D. S. Hill.

DAVID SNELLING HILL

[Signature]

DAVID JOHN PAY

Approved by Registrar-General
of Land under No. 1998/6031EF



EASEMENT CERTIFICATE

Land Transfer Act 1952

11
12
13
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17
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19
20

Law Firm Acting
Buddle Findlay Solicitors Auckland

Auckland District Law Society
REF: 4050 /4

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(except for "Law Firm Acting")

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11



PATRICULARS ENTERED IN REGISTER
LAND REGISTRY VOR 11



TRANSFER
Land Transfer Act 1952

E 5271467.1 GRANT OF EASEMENT W1
CPV-01/01.PGS-012.03/07/02.10:59
DocID: 310453517

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.

137B/366
137B/367

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

All
All

Transferor Surnames must be underlined

CONTACT ENERGY LIMITED

Transferee Surnames must be underlined

TRANSPower NEW ZEALAND LIMITED

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

Electricity easements in gross (continued on pages 2 – 8 annexure schedules)

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 described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 11th day of June 2002

Attestation

<p>D.S. 1664</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</p> <p><i>[Signature]</i></p> <p>Witness to complete in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name HIKITIA SHARLAND</p> <p>Occupation PA</p> <p>Address WELLINGTON</p>
---	--

Nigel Barbour
Solicitor
Wellington

Solicitor for the Transferee

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

TRANSFER

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF: 4135

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(except for "Law Firm Acting")

NOTICE OF PRODUCTION OF INSTRUMENTS

LT 107

For office use only

Date 10/1/2

Number 2429

LAND INFORMATION NZ

Messrs _____

NORTH AUCKLAND

The following are produced (Firm intending to register)

List of Instruments Produced by Number or C.T. Reference

CERTIFICATES OF TITLE 137B/366 & 137B/367

To enable registration of:

- 1. A lease from Contract to Transpower
- 2. A _____ from _____ to _____
- 3. A _____ from _____ to _____
- 4. A _____ from _____ to _____

After Registration Instruments Listed Above To Be Returned To:

MID-TOWN AGENCY SERVICES LIMITED

PO BOX 2694, WELLINGTON

(S BAAS - CON474899)

Received Above Instruments

For LINZ / /

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **DAVID SNELLING HILL** General Manager-Generation, and

DAVID JOHN PAY Legal Counsel both of Wellington, certify:

1. **THAT** by Deed, dated 25 October 2000, Contact Energy Limited appointed us as its attorneys on the terms and conditions set out in that Deed.
2. **THAT** a copy of that Deed is registered at the various District Land Registries as follows:

North Auckland	D 558067.1
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Marlborough	215109.1
Nelson	402463.1
Westland	115370.1
Canterbury	A 481549.1
Otago	5012103.1
Southland	5012426.1

3. **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by Contact Energy Limited.

SIGNED at Wellington on the 13th day of May 2002

D. S. Hill

DAVID SNELLING HILL

DJM

DAVID JOHN PAY

Annexure Schedule

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

Transfer

Dated 11. 6. 2002

Page 2 of 9 Pages

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

WHEREAS

- A. The Transferor is the registered proprietor of the land in CsT 137B/366 and 137B/367 hereinafter referred to as the "Land".
- B. The Transferee has constructed a deviation to an existing Transmission Line and a new substation on the Land and the Transferor has agreed to grant to the Transferee an Easement in Gross over that part of the Land which is more particularly described in this Transfer.
- C. The parties have agreed to certain matters as set out below.

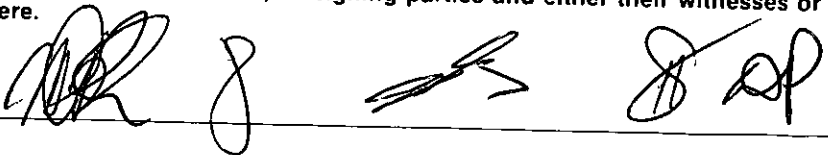
THIS TRANSFER WITNESSES THAT:

In consideration of the premises the Transferee shall have as an easement in gross in perpetuity the right to convey electricity over that part of the land in CT 137B/366 marked "A" on Deposited Plan 211681 and over that part of the land in CT 137B/367 marked "B" and "D" on Deposited Plan 211681 ("the Deviation Easement Land") and over that part of the land in CT 137B/367 marked "C" and "D" on Deposited Plan 211681 ("the Substation Site"), the Deviation Easement Land and the Substation Site together in this Transfer referred to as the "Easement Land", together with and subject to the covenants, rights and powers set out in the First Schedule and together with and subject to the following incidental rights and powers.

- a. The right to maintain and operate the Substation and the Transferee's Equipment in the Substation on the Substation Site.
- b. The right to maintain and operate the Deviated Transmission Line on the Deviated Easement Land.
- c. The right to transmit and convey electricity, all associated signals, waves and impulses along, over and through the Deviated Transmission Line.
- d. The rights of ingress and egress along with any vehicles, machinery or equipment over and through the Land and the right to remain on the Land for any purposes necessary or expedient for the exercise by the Transferee of the rights and interests granted in this Transfer (Grant of Easement) subject to the terms of this Transfer (Grant of Easement).

continued on page 3 annexure schedule

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



Annexure Schedule

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

Transfer

Dated 11. 6. 2002

Page 3 of 9 Pages

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

- e. The right, subject to the terms of this Transfer, to maintain and operate any structures or fixtures on, above or below the Easement Land which the Transferee reasonably considers necessary or expedient for the support, operation or protection of the Deviated Transmission Line or the Substation or to assist in the efficient and proper use of the Deviated Transmission Line or the Substation.
- f. The right to keep the Easement Land clear of any vegetation which is, or is likely, to be a danger or hazard to the safety or operation of the Substation or the Deviated Transmission Line.

AND the Transferor and Transferee covenant between themselves (with intent to bind themselves and their respective executors, administrators, successors and assignors) as set out in the First Schedule.

FIRST SCHEDULE of Easement
"Terms and Conditions"

1. Definitions

In this Transfer (Grant of Easement) unless the context requires otherwise -

"Convey" includes sending, passing, receiving, conducting, transmitting and transporting.

"Deviation Easement Land" means the area shown marked "A", "B" and "D" on Deposited Plan 211681.

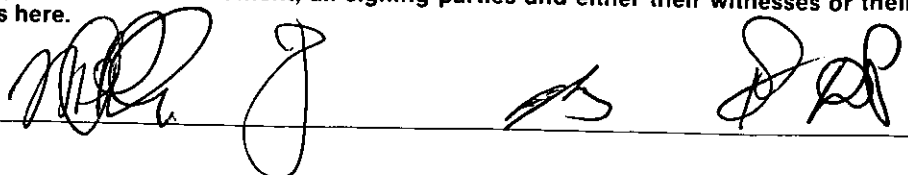
"Deviated Transmission Line" includes all or any part, of any cables, (including fibre optic cables for the purposes of operating the Transferee's electricity transmission grid and associated facilities), wires, earth wires, conductors or other apparatus, associated, used or intended to be used for the transmission of electricity and all associated signals, waves or impulses and includes towers, foundations, structures, equipment and fixtures, which the Transferee considers necessary or expedient for the support or protection of the Deviated Transmission Line and to assist in the efficient and proper use of the Deviated Transmission Line, and includes the fibre optic link from the Substation Site to the Transferee's main substation.

"Easement Land" means the area shown marked "A", "B" "C" and "D" on Deposited Plan 211681 and includes the Deviation Easement Land and the Substation Site.

"Equipment" includes transformers and other equipment, tools, machinery, cables, lines, fixtures, wires and all materials and items required for the purposes of exercising any of the rights given by this Transfer (Grant of Easement).

continued on page 4 annexure schedule

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



Annexure Schedule

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

Transfer

Dated 11. 6. 2002

Page 4 of 9 Pages

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

"**Fixtures**" includes ground stays, supports, insulators, casings, devices, apparatus, appliances, antennas, conductors, poles and all associated appurtenances and also points, aerial crossing bridges, bridge abutments and metering devices.

"**Machinery**" includes cranes, drilling rigs, plant, pile drivers, excavators and other similar tools and machinery.

"**Maintain**" includes maintain, repair, renew, alter, upgrade, inspect and improve and "**maintenance**" has a similar meaning.

"**Operate**" includes to send, pass, receive, conduct, transmit and transport electricity, and all associated signals, waves or impulses, and "**operation**" has a similar meaning.

"**Power Station**" means the Otahuhu B Combined Cycle Power Station.

"**Road**" include road, track and accessway.

"**Signals**" include signals, waves, impulses and light waves.

"**Soil**" includes soil, gravel or other similar substances.

"**Structures**" includes buildings, towers, structures, repeaters, pipes, cables, bridges, roads, walls, frames and fences of any kind.

"**Substation**" includes any buildings, structures or enclosures, equipment or fixtures installed and constructed by the Transferee on the Substation Site and used or associated with the control of the transmission, transformation or distribution of electricity and/or telecommunications.

"**Substation Site**" means the area shown marked "C" and "D" on Deposited Plan 211681.

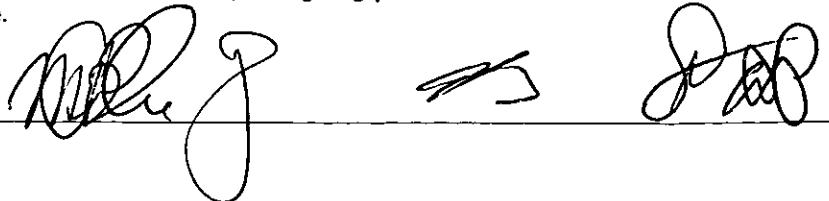
"**Transferee**" includes the Transferee's engineers, surveyors, workmen, agents, employees, servants, contractors, lessees, licensees or invitees with or without any vehicles machinery or equipment.

"**Vegetation**" includes all vegetation both cultivated and natural and includes grass, crops, trees and shrubs and includes any vegetation encroaching into the airspace of the Easement Land.

"**Vehicles**" include trucks, tractors, cars, bicycles, motorcycles (2 and 4 wheeled), aircraft, trailers, graders, excavation and earthmoving equipment, whether wheeled or tracked.

continued on page 5 annexure schedule

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



Annexure Schedule

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

Transfer

Dated 11. 6. 2002

Page 5 of 9 Pages

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

2. The parties acknowledge that each has electrical Equipment and Fixtures in the Substation. Each party shall have the right to install, maintain and operate Equipment and Fixtures on the Substation Site which are reasonably necessary for the operation of the Substation and/or the Power Station. Neither party will carry out or permit any works to be carried out on the Substation Site which may interfere with the operation of electrical Equipment or Fixtures of the other party unless the party has first liaised with the other party and obtained the prior written consent of that party, but such consent shall not be unreasonably withheld.
3. Each party shall maintain its Equipment and Fixtures on the Easement Land in good order and repair.
4. The Transferee shall carry out all works permitted by this Transfer (Grant of Easement) as expeditiously and with as little disturbance to the Easement Land and the Land as possible. Immediately upon the completion of any work the Easement Land and the Land shall be reinstated as nearly as possible to its original condition by the Transferee.
5. The Transferee will promptly reinstate any underground pipes, cables or other service conduits of the Transferor or any third party having the right to lay, use or maintain them on any part of the Land, which are damaged by the carrying on by the Transferee of any work.
6. The Deviated Transmission Line and the Transferee's Equipment and Fixtures shall remain the property of the Transferee.
7. The Transferor shall have the right to use the Easement Land subject to the provisions of clause 2 and the succeeding provisions of this clause. The Transferor shall not do anything whereby the rights, powers, licenses and liberties granted to the Transferee may be materially interfered with or affected in any way. In particular the Transferor shall at all times comply with the relevant provisions of the New Zealand Electrical Code of Practice for Electrical Safety Distances, NZECP34:1993.
8. If the Transferor consents to or causes or permits any breach of the obligations set out in clause 7, the Transferee shall be entitled to take all reasonable steps to abate or remedy the particular breach including, but not limited to, the trimming or renewal of vegetation, the removal or reduction of structures, fences or stockpiles and any other steps necessary for the protection of the Deviated Transmission Line or the Substation on the Easement Land and in the absence of negligence or recklessness, the Transferee shall not be liable to the Transferor, whether in contract, tort or otherwise, for any loss, compensation, damage or expenses incurred or suffered by the Transferor.

continued on page 6 annexure schedule

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



Annexure Schedule

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

Transfer

Dated 11. 6. 2002

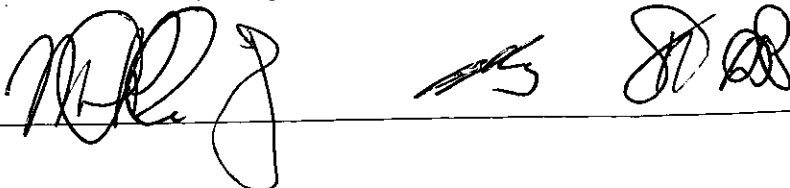
Page 6 of 9 Pages

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

9. The Transferee when exercising any of the rights contained herein shall at all times comply with the Transferor's established safety, security, access and operating practices either in force at the date of this Transfer, or as subsequently promulgated by the Transferor from time to time on a reasonable basis. In particular, the Transferee will comply with such standard entry conditions and rules as the Transferor may reasonably apply from time to time to persons entering onto the Land.
10. The Transferee agrees to enter on and/or use the Easement Land and the Land at the Transferee's risk and releases to the full extent permitted by law the Transferor its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Easement Land or the Land.
11. Each party shall be liable for making good and indemnifies the other party against any direct physical damage to any property of the other party or any third party occurring in the course of the exercise of rights hereunder that is a direct consequence of any negligence of the part on the first party or any persons under the control of the first party.
12. Whether or not caused by any breach or default by a party in the observance of the terms of this Agreement or otherwise, and whether or not the relevant party was or should have been aware that such loss, damage or expense might result from a breach or default by that party, a party shall not be liable whether in contract, tort (including negligence) or otherwise for:
 - (a) any direct, indirect consequential or other loss or damage (other than direct physical damage as provided for in clause 11) or for the loss of business profits, actual or anticipated;
 - (b) any expenses incurred by the other party which have been rendered futile; or
 - (c) for any loss, damage or expense caused by or resulting from circumstances beyond the control of the first party.
13. Without prejudice to its liability under clause 11, each party shall effect a policy of Public Risk Insurance against liability for loss, damage or injury arising out of the exercise of its rights hereunder, for the sum of \$10,000,000.00 arising out of any one single accident or event.
14. The parties acknowledge that the rights hereby granted in respect of the Substation are intended to operate only for so long as the Transferor is supplying electricity from the Power Station to the national grid. The Transferee shall surrender its rights under this Transfer (Grant of Easement) in respect of the Substation if the Transferor ceases to supply electricity from the Power Station to the national grid with the intention that that supply shall cease permanently.

continued on page 7 annexure schedule

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



Annexure Schedule

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

Transfer

Dated

11. 6. 2002

Page

7

of

9

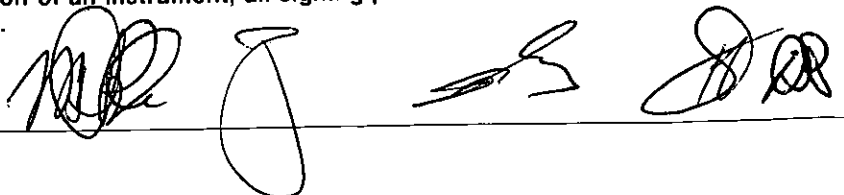
Pages

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

15. On the surrender or other termination of rights in respect of the Substation:
- (a) the Transferee shall be entitled to remove and will, if required by the Transferor, the Transferee" Equipment and Fixtures located on the Substation Site;
 - (b) all structures, fixtures or equipment left on the Substation Site, excluding the Deviated Transmission Line, shall, at the option of the Transferor become the property of the Transferor without payment of compensation;
 - (c) the Transferee shall, upon request of the Transferor, execute a registrable partial surrender of this Transfer in respect of the Substation and its use.
16. Either party may transfer, lease, assign or licence all or any part of its estate or interest in the Easement Land and/or the rights in this Transfer or any parts of those rights without the consent of the other party, but
- (a) subject to the rights and obligations set out in this Transfer; and
 - (b) no transfer, lease, licence or assignment of any part less than the whole of that party's estate or interest in the Easement Land and/or the rights in this Transfer or lease or licence of all or part of that party's estate or interest in the Easement Land and/or the rights in this Transfer shall operate so as to relieve that party from compliance with and performance of all obligations imposed on that party under this Transfer without the prior written consent of the other party.
17. Notwithstanding the provisos to clause 16, the parties agree that with effect from the registration of a transfer of the whole of a party's estate or interest in the Easement Land or the Land and the rights in this Transfer, that party shall be released from all obligations under this Transfer and all actions, claims or proceedings which the other party may have against that party under or in respect of anything done or not done after that date of registration of the Transfer to the intent that the rights and obligations in this Transfer shall be enforceable by and against only the registered proprietors for the time being of the said estates and interests.
18. The Transferee will consider in good faith any request by the Transferor to relocate the Substation or the Deviated Transmission Line where reasonably necessary having regard to the Transferor's current or future business operations from the Land, but nothing in this clause shall oblige the Transferee to agree to such a request.

continued on page 8 annexure schedule

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Annexure Schedule

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

Transfer

Dated 11. 6. 2002

Page 8 of 9 Pages

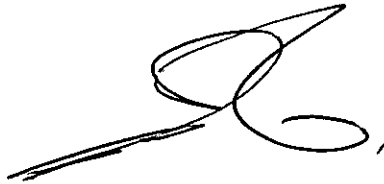
Continuation of "Estate or Interest or Easement to be created"

19. In this Transfer (Grant of Easement):-

- (a) references to clauses and schedules are references to clauses in and schedules attached to this Transfer;
- (b) references to the singular shall include the plural and vice versa;
- (c) references to one gender shall include the other genders;
- (d) references to the parties shall include their respective executors administrators, successors and assigns.

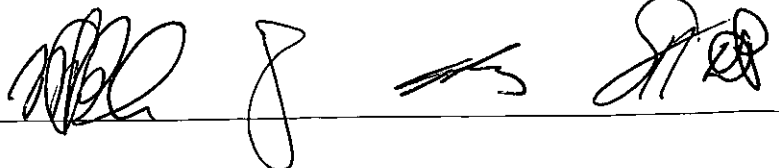
Continuation of "Attestation"

Signed by the Transferee
TRANSPOWER NEW ZEALAND
LIMITED by its Attorney
ALLAN GEOFFREY BRADSHAW
in the presence of:



Julie Frances Broadbridge
Property Administrator
Transpower New Zealand Ltd.
WELLINGTON

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



Annexure Schedule

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

Transfer

Dated

11. 6. 2002

Page

9 of 9

Pages

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, ALLAN GEOFFREY BRADSHAW, Property Manager, of Wellington, hereby certify as follows:

- 1 That by deed dated 19th July 2001, **TRANSPOWER NEW ZEALAND LIMITED**, a duly incorporated company having its registered office at Wellington ("the Company"), appointed, as its attorneys in New Zealand, the persons then and from time to time holding certain offices within the Company (such offices being specified in the said deed), on the terms and subject to the conditions set out in the said deed.
- 2 That the said deed was deposited in the Land Registry Offices at:

North Auckland	D.627008.1	Nelson	5065370.1
South Auckland	B.671479.1	Marlborough	5065367.1
Taranaki	481172.1	Westland	5065349.1
Gisborne	234165.1	Canterbury	5065361.1
Hawkes Bay	718625.1	Otago	5065225.1
Wellington	5065471.1	Southland	5065233.1
- 3 That I hold the above mentioned office which is specified in the said deed.
- 4 That, as the date hereof, I have not received any notice or information, actual or constructive, of the revocation of the said power of attorney either through the dissolution or winding up of **TRANSPOWER NEW ZEALAND LIMITED** or otherwise or of the cancellation or revocation of my appointment as attorney of the Company or otherwise.

SIGNED at Wellington this

11th

day of

June 2002

ALLAN GEOFFREY BRADSHAW

in the presence of:

Witness Signature

Occupation

City of

Residence:

Julie Frances Broadbridge
Property Administrator
Transpower New Zealand Ltd.
WELLINGTON

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)

CC 6202531.1 Compensa

Cpy - 01/04, Pgs - 004, 03/11/04, 06:56



DocID: 311665702

Compensation Certificate

Correct for the purposes of the Land Transfer Act 1952

Solicitor for Manukau City Council

Pursuant to Section 19 of the Public Works Act 1981 pertaining to part Certificate of Title 137B/367 (North Auckland Registry) and part Certificate of Title 125B/883 (North Auckland Registry)

Contact Energy Limited
Owner

Manukau City Council
Local Authority

**philips
fox**

PO Box 160
AUCKLAND
Telephone: (09) 303 2019
Facsimile: (09) 303 2311

Compensation Certificate

To: The District Land Registrar
North Auckland Registry

Pursuant to section 19 of the Public Works Act 1981 this Compensation Certificate is forwarded to you to be deposited in your Registry and a memorial registered against the certificates of title to all the land affected thereby.

1 Land

Firstly, that part of the parcel of land contained in certificate of title NA 137B/367, being approximately 38383m² as shown on the location drawing attached to the agreement.

Secondly, that part of the parcel of land contained in certificate of title NA 125B/883, being approximately 342m² as shown on the location drawing attached to the agreement.

2 Brief particulars of the agreement

2.1 **Date:** 11 October 2004

2.2 Manukau City Council to acquire the abovementioned land for road.

2.3 **Compensation:** As provided for in clause 5 of the Agreement for Sale of Land for Road and Compensation between Contact Energy Limited and the Manukau City Council.

3 Names of parties other than the Manukau City Council

Owner: Contact Energy Limited, being the registered proprietor of the above described land having its registered offices at Level 1, Harbour City Tower, 29 Brandon Street, Wellington.

4 Further particulars

4.1 Place where a copy of the Agreement may be inspected:

At the offices of Council's Administration Building, Level 9, Manukau City Centre

4.2 Hours during which the Agreement may be inspected: Between the hours of 8.30 a.m. and 4.30 p.m. on all days when the said Council's offices are open.

4.3 Reference by which the Agreement may be identified:

Waiouru/Contact

Date: 29 October 2004

Signed for and on behalf of the
Manukau City Council



Colin Dale
CITY MANAGER

Landline User ID **LAWFACTORLAW**

LOADING FIRM **LAW FACTOR LTD**

Address **2 / 11 / 04 (3)**

Lifting Box Number **83**

ASSOCIATED FIRM **PHILLIPS FOX - BC**

Client Order / Ref **0340179**

HEREWITH

Survey Plan (P)

Title Plan (H)

Traverse Sheets (M)

Field Notes (N)

Cont. Sheets (S)

Survey Report

Dealing / SUD Number (LINZ Use only)

File by Dealing Date Stamp (LINZ Use only)

CC 6202531.1 Compensa
 Cpy - 04/04, Pgs - 004, 03/11/04, 08:55

Copies
 (inc. original)
 DocID: 311665702

Other (state)

Register Dealing Number

Plan Number Pre-Associated or to be Deposited

Priority Order	OT Ref	Type of Instrument	Names of Parties	DOCUMENT OF SURVEY FEES	MULTIPLE FEES	NOTICES	ADVERTISING	NEW TILES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	137B/367, 125B/883	CC	MANUKAU CITY COUNCIL								
2											
3											
4											
5											
6											

Additional LINZ Use only

Subtotal (for this page)

Total for this dealing

Less Fees paid on Dealing #

Cash/Cheque enclosed for **\$0.00**

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF