



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



R.W. Muir  
Registrar-General  
of Land

**Identifier** **815180**  
**Land Registration District** **North Auckland**  
**Date Issued** 15 February 2019

**Prior References**  
NA116A/813

---

**Estate** Fee Simple  
**Area** 1.4634 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 519220

**Registered Owners**  
Matakana Country Park Limited

---

**Estate** Fee Simple - 1/9 share  
**Area** 1.0253 hectares more or less  
**Legal Description** Lot 10 Deposited Plan 519220

**Registered Owners**  
Matakana Country Park Limited

---

**Interests**

Land Covenant in Deed 5336601.1 - 5.9.2002 at 3:25 pm

Land Covenant in Deed 5350321.1 - 19.9.2002 at 2:29 pm

11288436.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.2.2019 at 4:35 pm

Subject to Section 241(2) Resource Management Act 1991 (affects DP 519220)

Subject to a right of way, a right to drain water and rights to convey electricity, sewage, telecommunications and computer media over part Lot 10 DP 519220 marked H, M, N and FH, a right to convey water over part Lot 10 DP 519220 marked H, M, N, O and FH and a parking easement over part Lot 10 DP 519220 marked P and N, all on DP 519220 created by Easement Instrument 11288436.3 - 15.2.2019 at 4:35 pm

Appurtenant hereto is a right of way, rights to convey water, electricity, sewage, telecommunications and computer media, a right to drain water and a parking easement created by Easement Instrument 11288436.3 - 15.2.2019 at 4:35 pm

Some of the easements created by Easement Instrument 11288436.3 are subject to Section 243 (a) Resource Management Act 1991 (See DP 519220)

Subject to a right of way (pedestrian) (in gross) over part Lot 10 DP 519220 marked M and S and over part Lot 1 DP 519220 marked R and SA, and a right of way (in gross) over part Lot 10 DP 519220 marked N, all on DP 519220 in favour of Auckland Council created by Easement Instrument 11288436.4 - 15.2.2019 at 4:35 pm

Subject to a right (in gross) to convey telecommunications and computer media over part Lot 10 DP 519220 marked N and H on DP 519220 in favour of Chorus New Zealand Limited created by Easement Instrument 11288436.5 - 15.2.2019 at 4:35 pm

Subject to a right (in gross) to convey electricity over part Lot 10 DP 519220 marked N on DP 519220 in favour of Vector Limited created by Easement Instrument 11288436.6 - 15.2.2019 at 4:35 pm

Appurtenant to Lot 1 DP 519220 herein is a right to convey sewage, telecommunications and computer media created by Easement Instrument 11288436.7 - 15.2.2019 at 4:35 pm

Land Covenant in Covenant Instrument 11288436.8 - 15.2.2019 at 4:35 pm

Land Covenant in Covenant Instrument 11288436.9 - 15.2.2019 at 4:35 pm

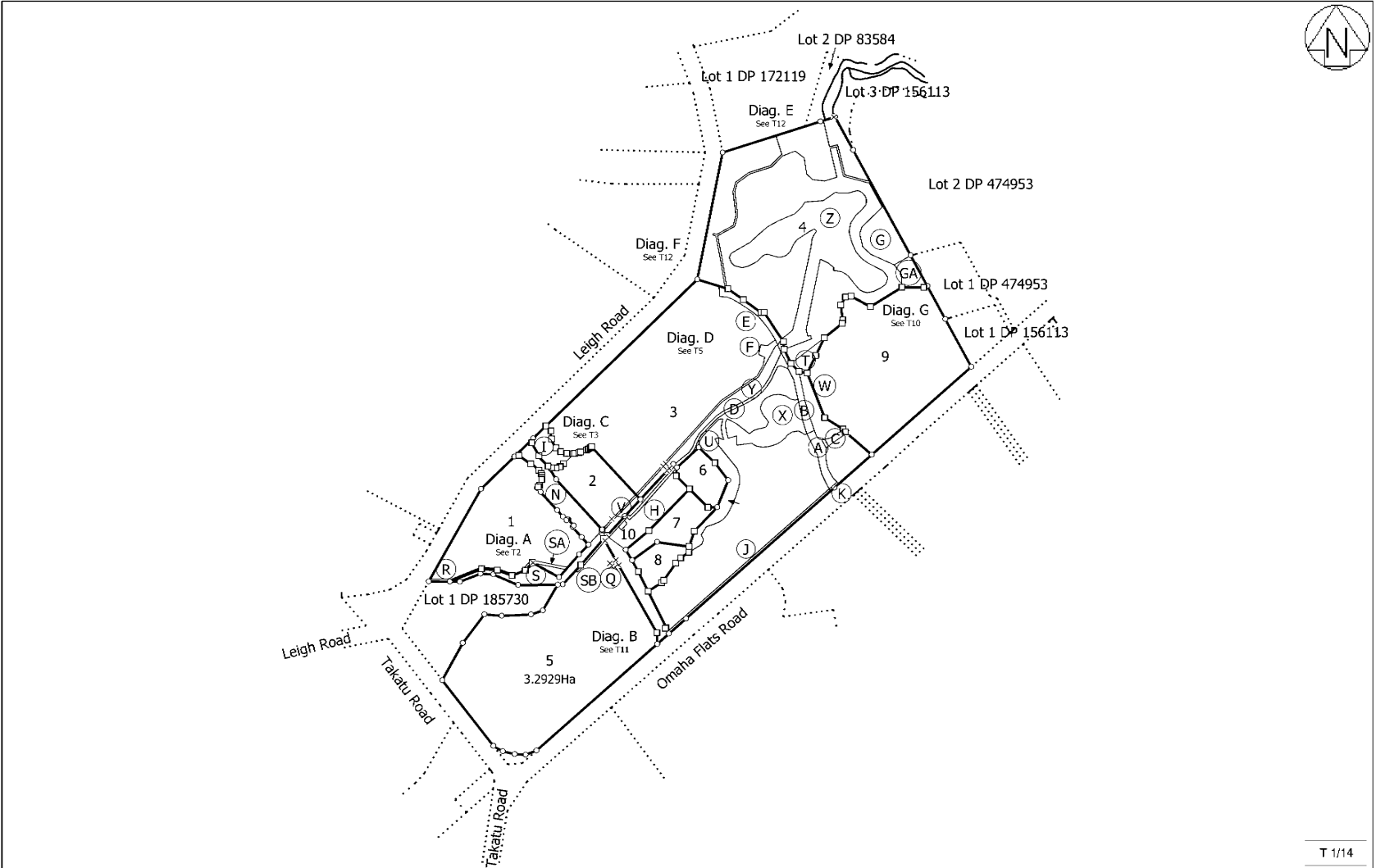
11288436.10 Encumbrance to Matakana Museum Limited - 15.2.2019 at 4:35 pm

12724582.3 Mortgage to Pearlfisher Trustee Limited - 24.5.2023 at 4:22 pm

12724582.4 Mortgage to Senior Trust Retirement Village Income Generator Limited - 24.5.2023 at 4:22 pm

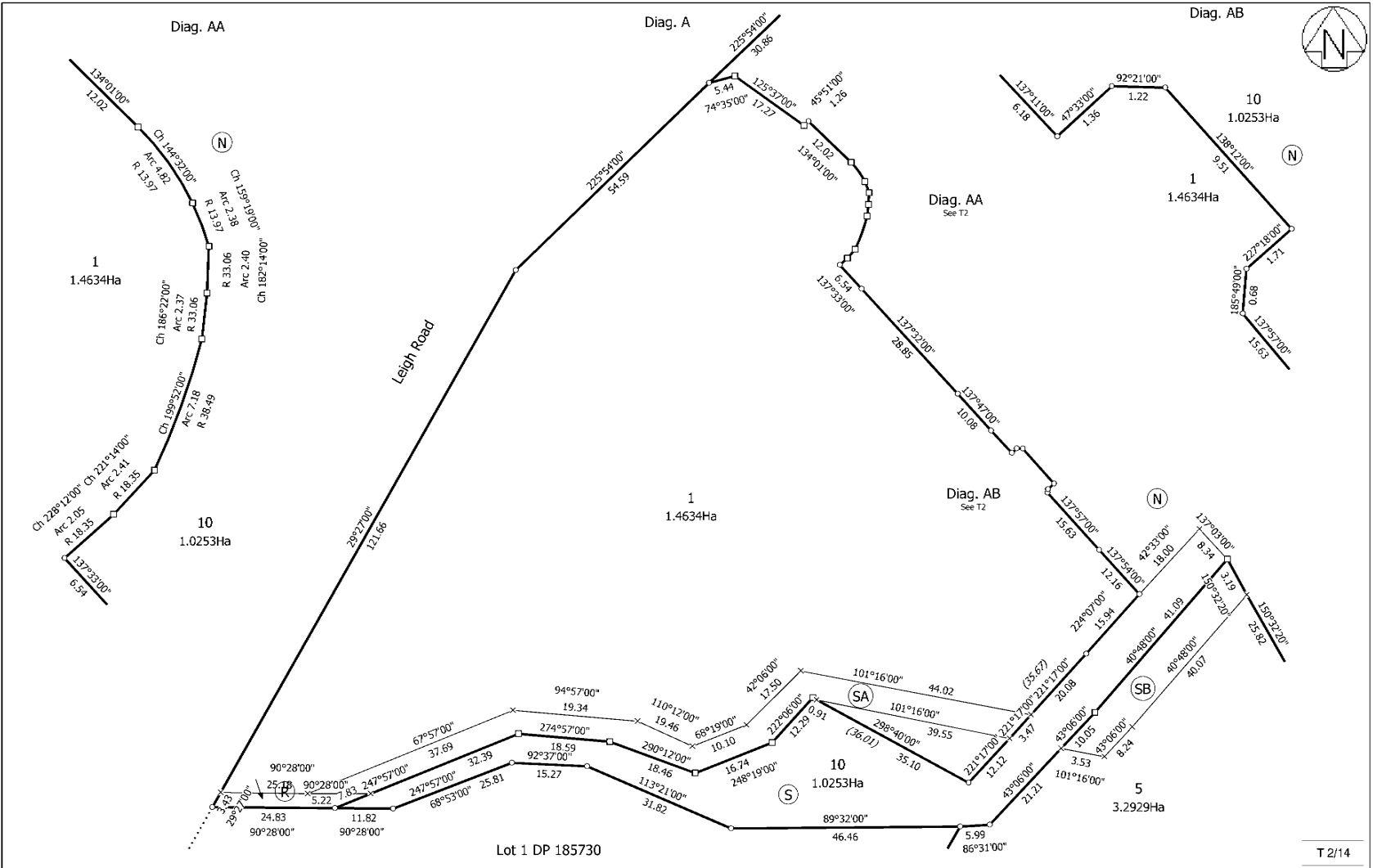
13181269.1 Variation of Mortgage 12724582.3 - 13.12.2024 at 10:48 am

13349842.1 CAVEAT BY MATAKANA MUSEUM LIMITED - 9.7.2025 at 2:47 pm

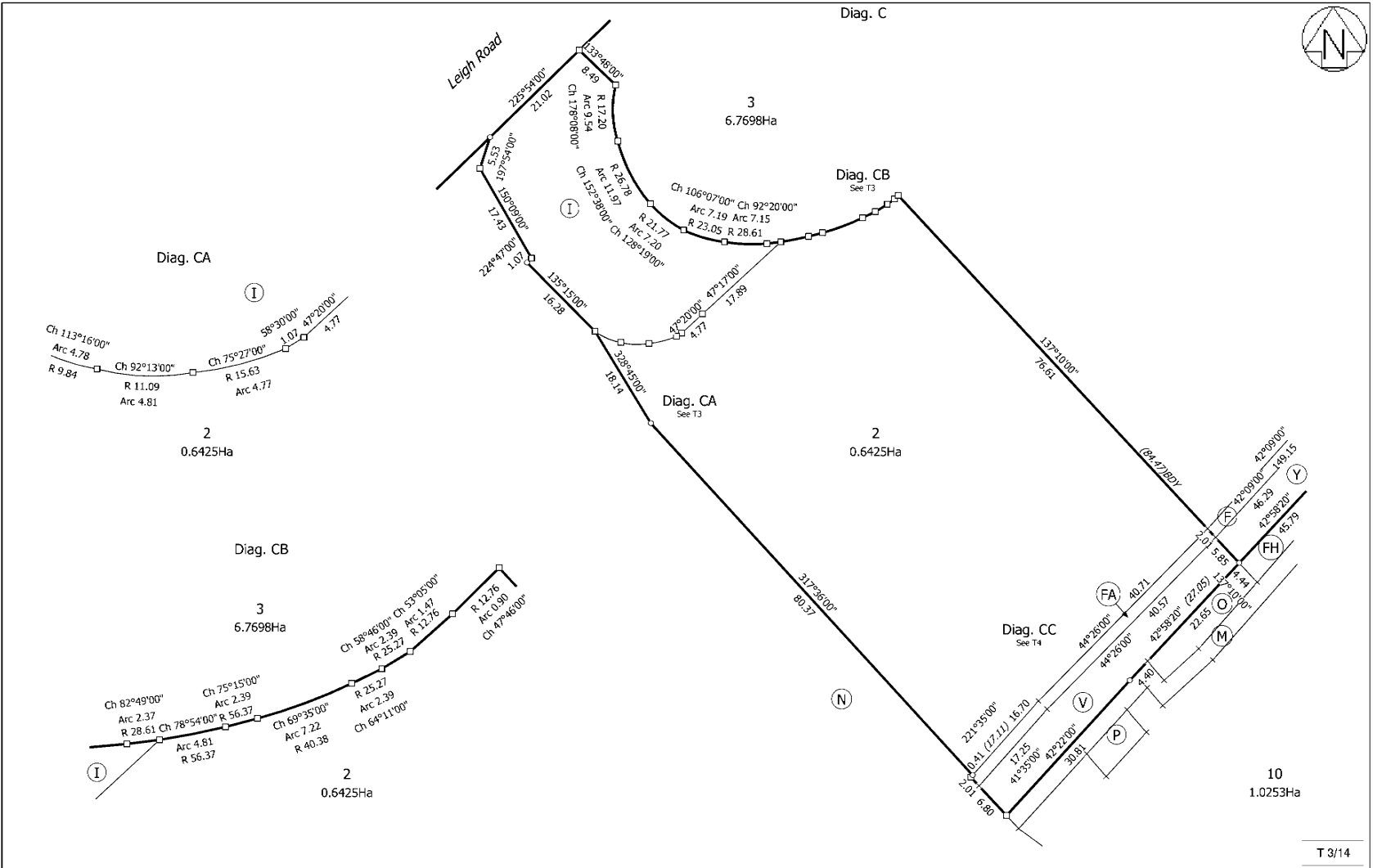


T 1/14

Land District: North Auckland	Lots 1-10 being a subdivision of Pt Lot 2 DP 185730	Surveyor: Rogan Hampson	Title Plan DP 519220
Digitally Generated Plan Generated on: 07/03/2019 10:27am Page 5 of 18		Firm: Hampson & Associates Ltd	Deposited on: 15/02/2019

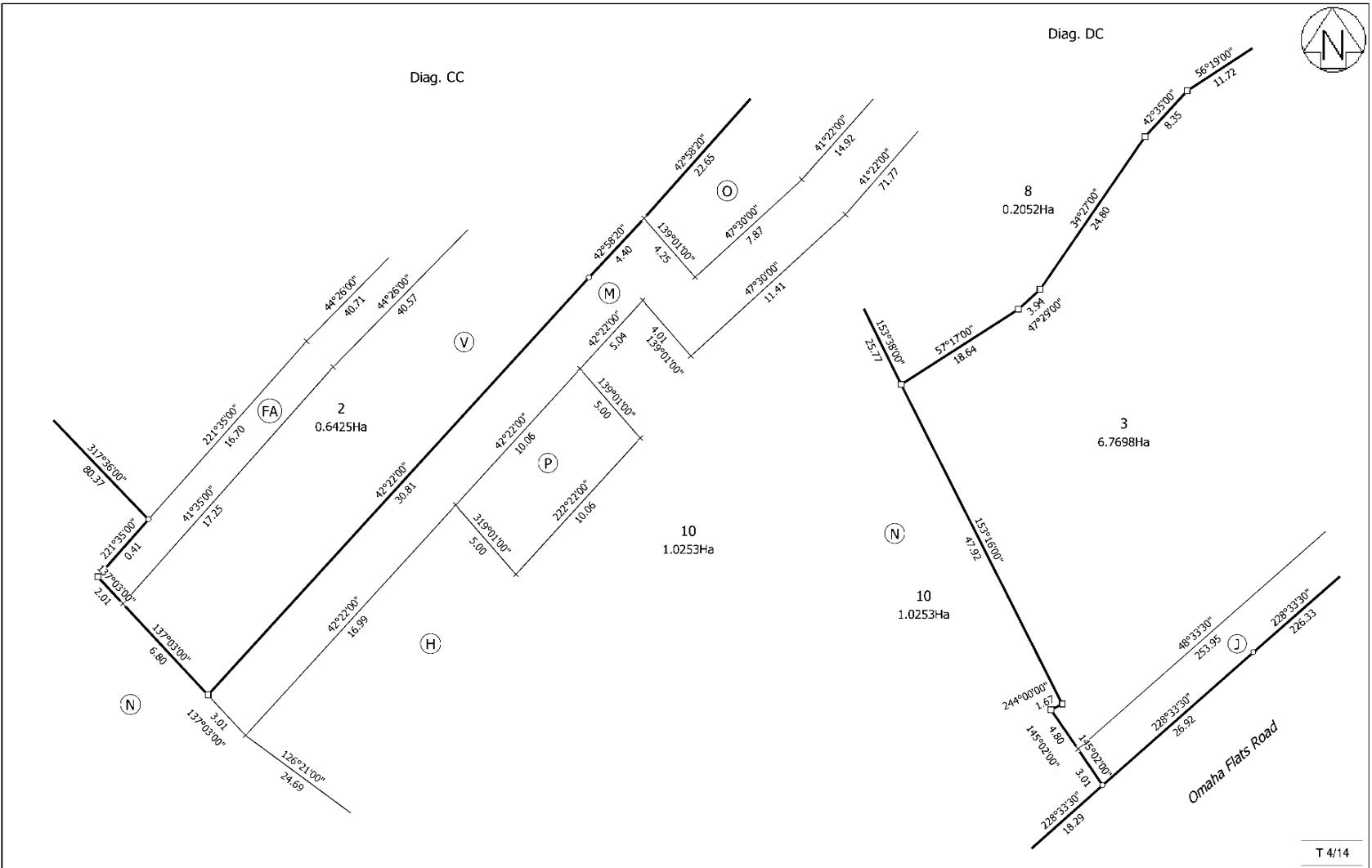


Land District: North Auckland	Lots 1-10 being a subdivision of Pt Lot 2 DP 185730	Surveyor: Rogan Hampson	Title Plan DP 519220
Digitally Generated Plan Generated on: 07/03/2019 10:27am Page 6 of 18		Firm: Hampson & Associates Ltd	Deposited on: 15/02/2019



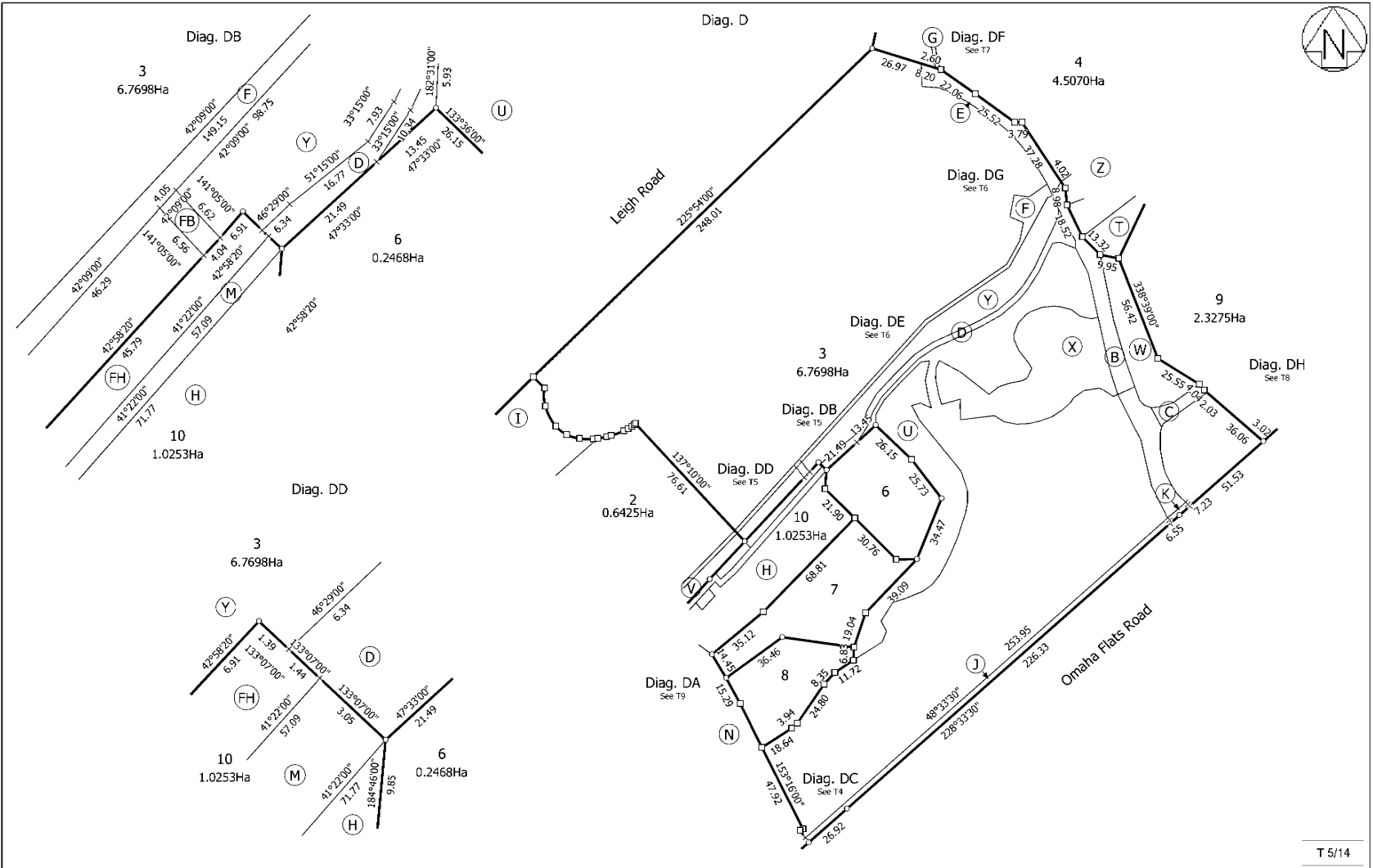
Land District: North Auckland	Lots 1-10 being a subdivision of Pt Lot 2 DP 185730	Surveyor: Rogan Hampson	Title Plan DP 519220
Digitally Generated Plan Generated on: 07/03/2019 10:27am Page 7 of 18		Firm: Hampson & Associates Ltd	Deposited on: 15/02/2019

T 3/14



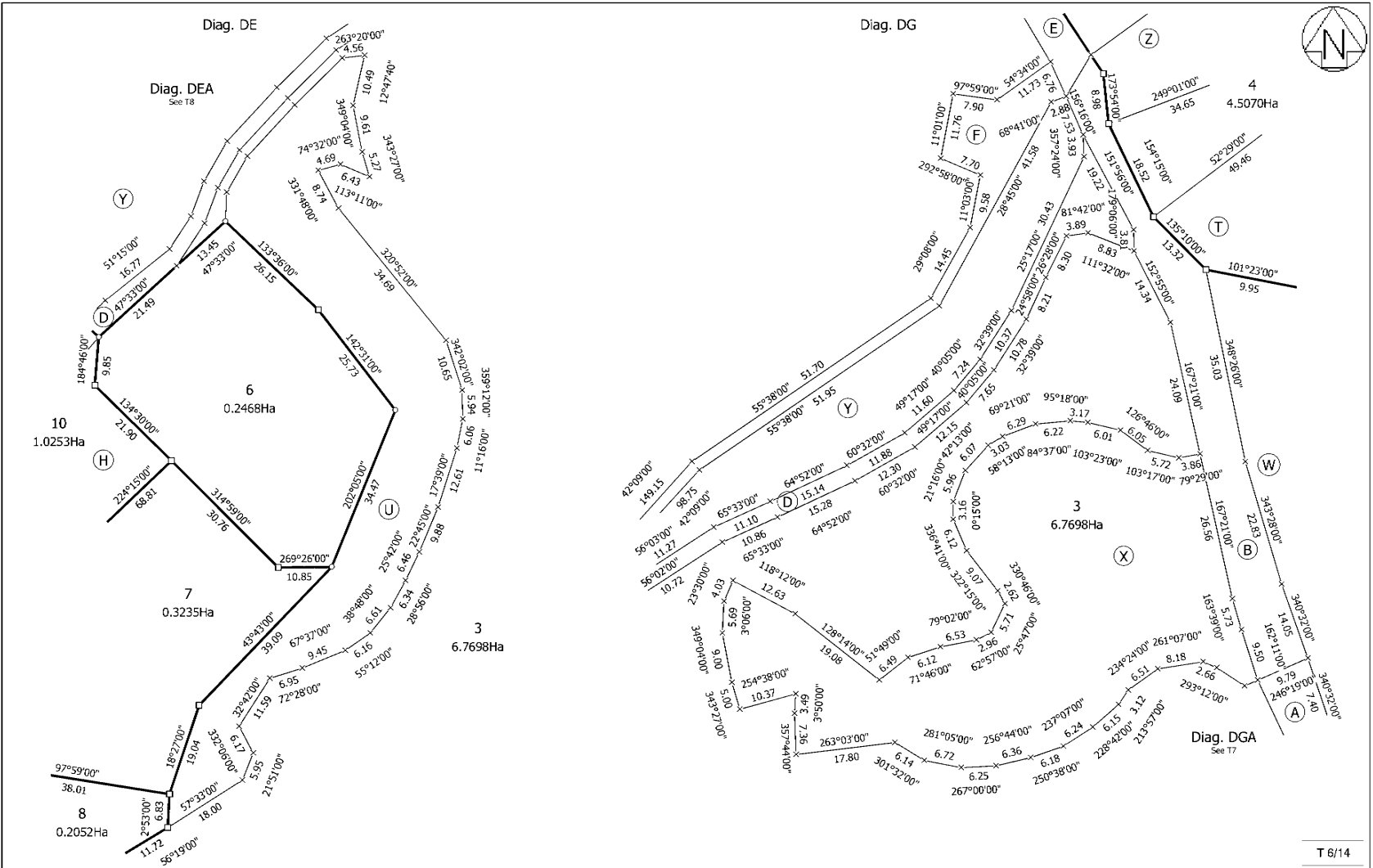
T 4/14

Land District: North Auckland	Lots 1-10 being a subdivision of Pt Lot 2 DP 185730	Surveyor: Rogan Hampson	Title Plan DP 519220
Digitally Generated Plan Generated on: 07/03/2019 10:27am Page 8 of 18		Firm: Hampson & Associates Ltd	Deposited on: 15/02/2019



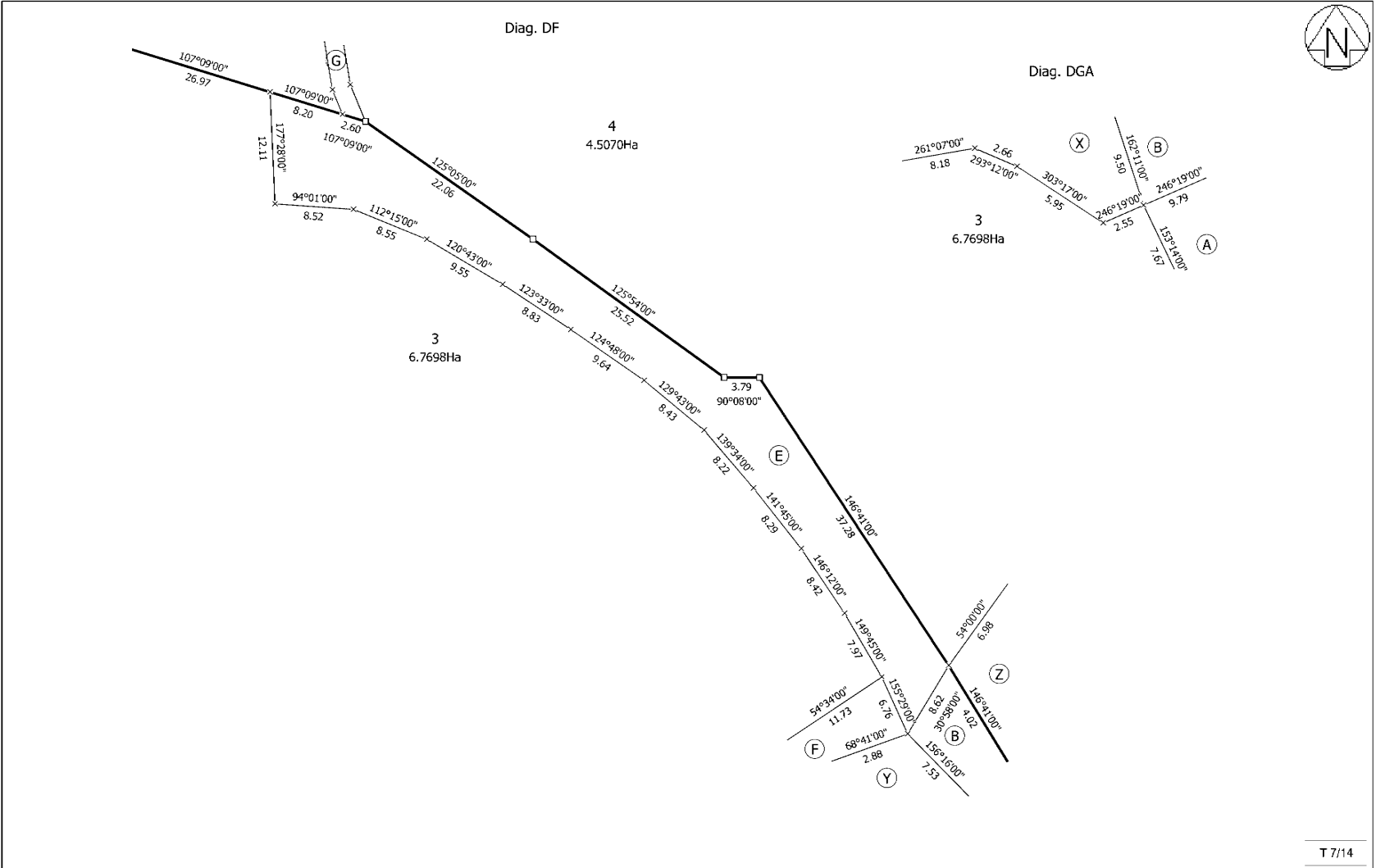
T 5/14

Land District: North Auckland	Lots 1-10 being a subdivision of Pt Lot 2 DP 185730	Surveyor: Rogan Hampson	Title Plan DP 519220
Digitally Generated Plan Generated on: 07/03/2019 10:27am Page 9 of 18		Firm: Hampson & Associates Ltd	Deposited on: 15/02/2019



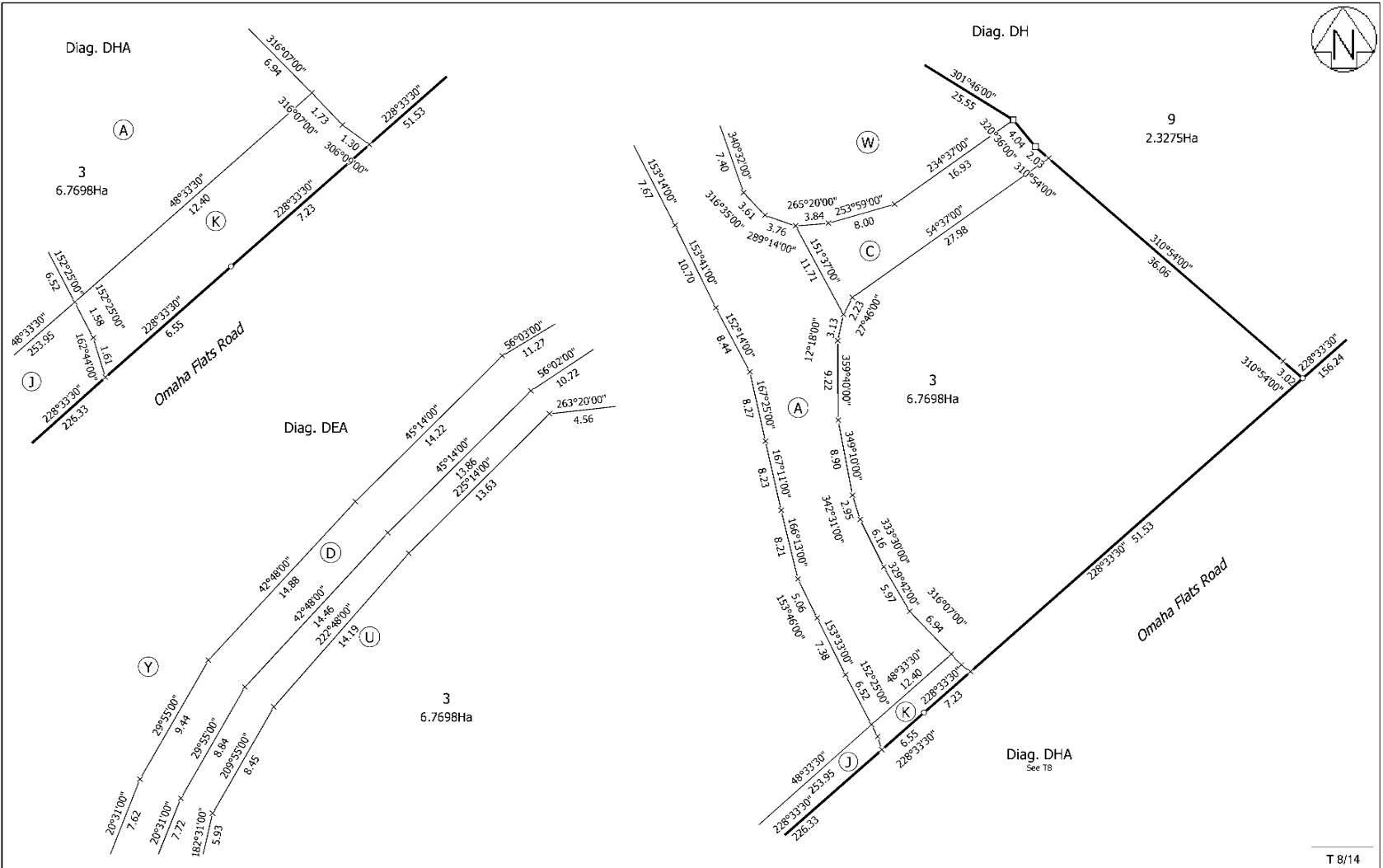
T 6/14

Land District: North Auckland	Lots 1-10 being a subdivision of Pt Lot 2 DP 185730	Surveyor: Rogan Hampson	Title Plan DP 519220
Digitally Generated Plan Generated on: 07/03/2019 10:27am Page 10 of 18		Firm: Hampson & Associates Ltd	Deposited on: 15/02/2019



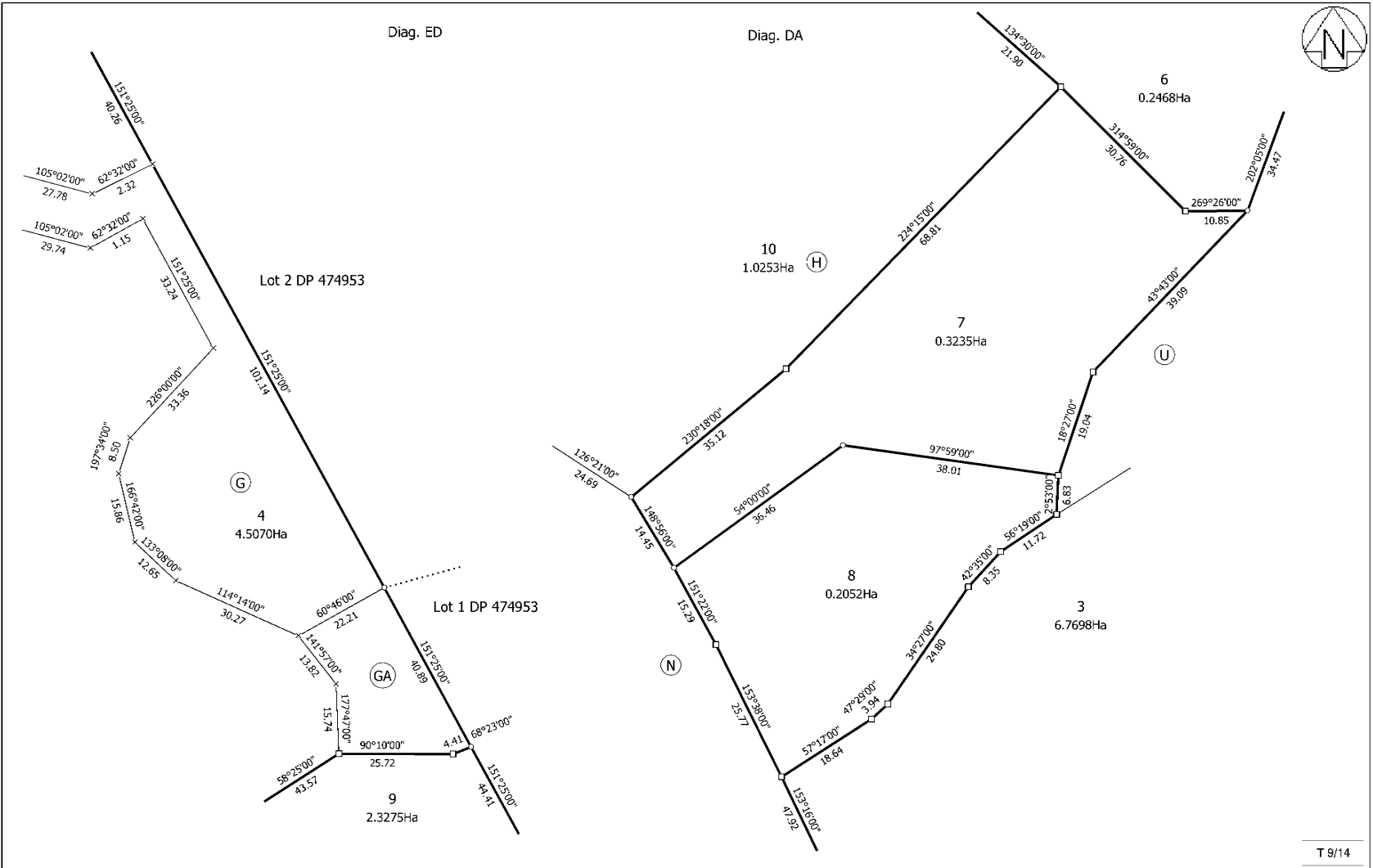
T 7/14

Land District: North Auckland	Lots 1-10 being a subdivision of Pt Lot 2 DP 185730	Surveyor: Rogan Hampson	Title Plan DP 519220
Digitally Generated Plan Generated on: 07/03/2019 10:27am Page 11 of 18		Firm: Hampson & Associates Ltd	Deposited on: 15/02/2019



T 8/14

Land District: North Auckland	Lots 1-10 being a subdivision of Pt Lot 2 DP 185730	Surveyor: Rogan Hampson	Title Plan DP 519220
Digitally Generated Plan Generated on: 07/03/2019 10:27am Page 12 of 18		Firm: Hampson & Associates Ltd	Deposited on: 15/02/2019

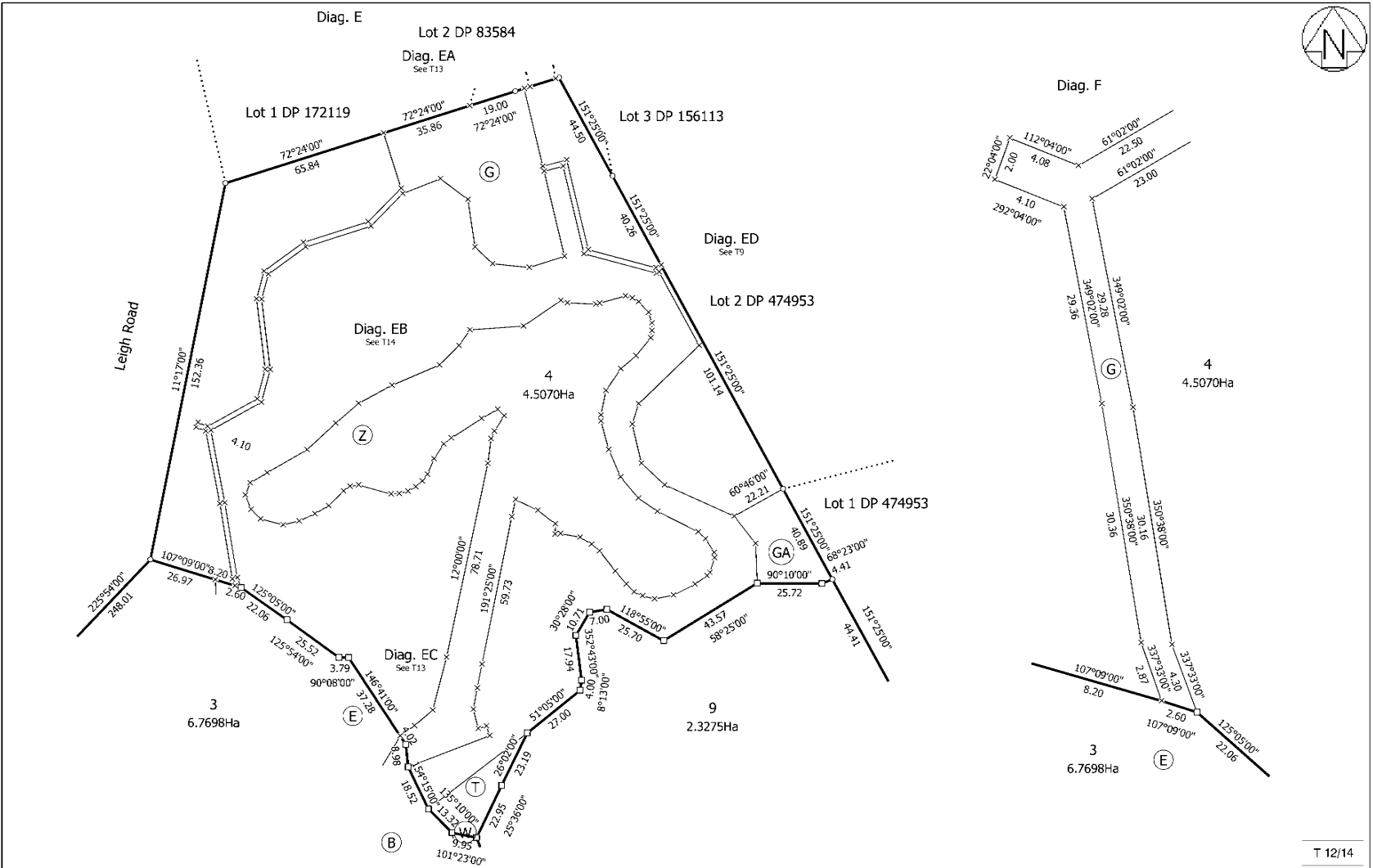


T 9/14

Land District: North Auckland	Lots 1-10 being a subdivision of Pt Lot 2 DP 185730	Surveyor: Rogan Hampson	Title Plan DP 519220
Digitally Generated Plan Generated on: 07/03/2019 10:27am Page 13 of 18		Firm: Hampson & Associates Ltd	Deposited on: 15/02/2019

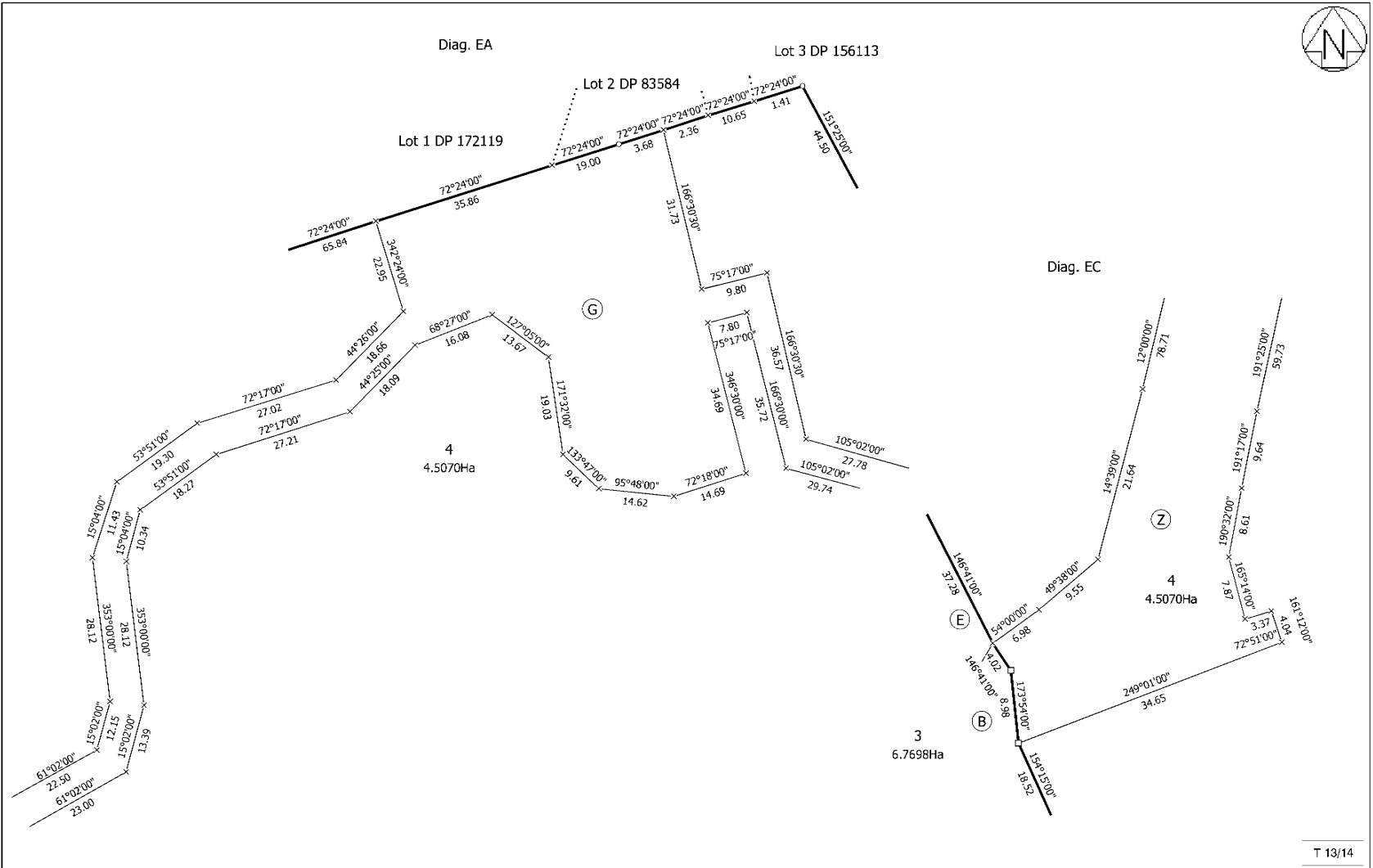






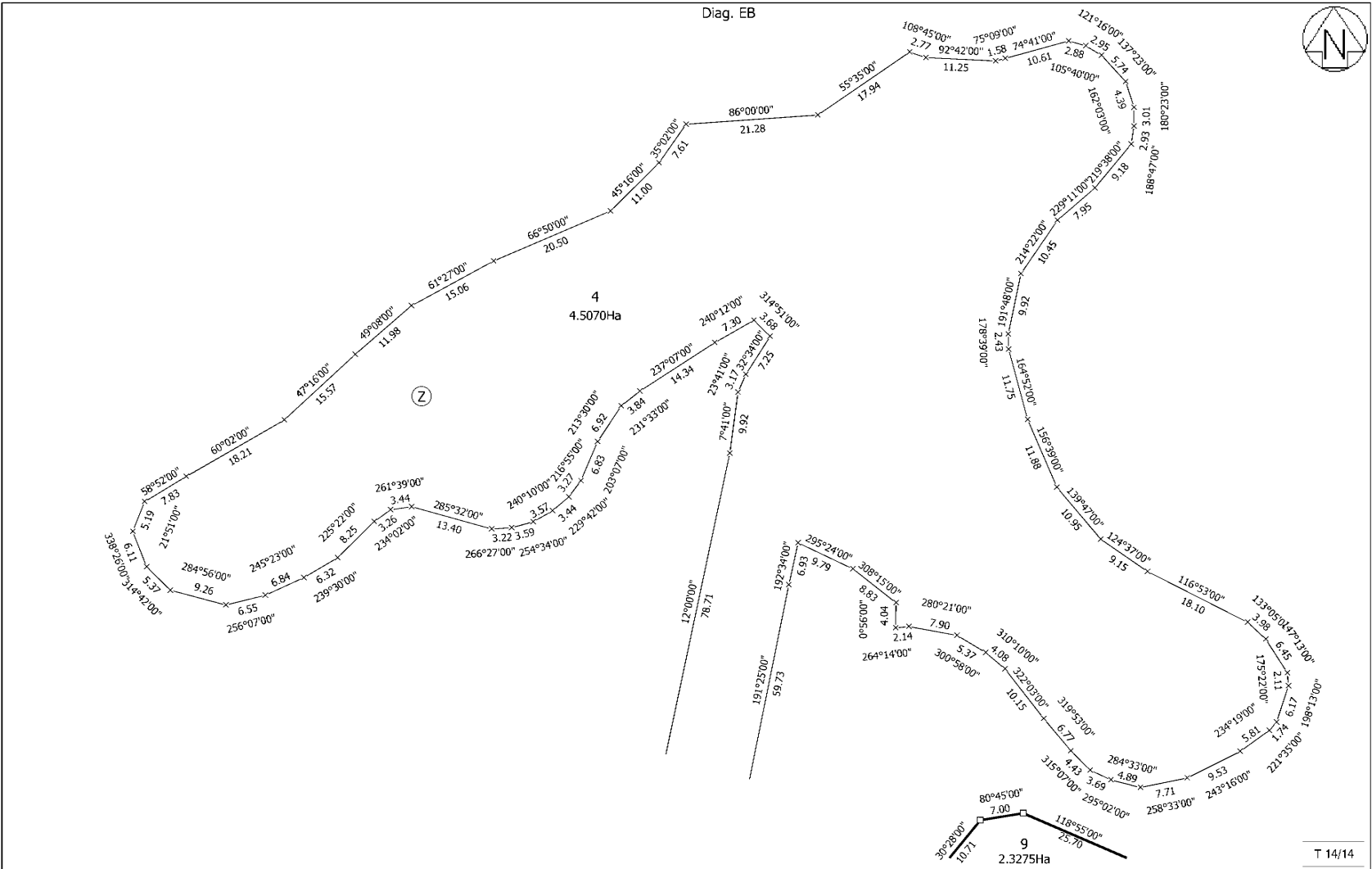
T 12/14

Land District: North Auckland	Lots 1-10 being a subdivision of Pt Lot 2 DP 185730	Surveyor: Rogan Hampson	Title Plan DP 519220
Digitally Generated Plan Generated on: 07/03/2019 10:27am Page 16 of 18		Firm: Hampson & Associates Ltd	Deposited on: 15/02/2019



T 13/14

Land District: North Auckland	Lots 1-10 being a subdivision of Pt Lot 2 DP 185730	Surveyor: Rogan Hampson	Title Plan DP 519220
Digitally Generated Plan Generated on: 07/03/2019 10:27am Page 17 of 18		Firm: Hampson & Associates Ltd	Deposited on: 15/02/2019



Land District: North Auckland	Lots 1-10 being a subdivision of Pt Lot 2 DP 185730	Surveyor: Rogan Hampson	Title Plan DP 519220
Digitally Generated Plan Generated on: 07/03/2019 10:27am Page 18 of 18		Firm: Hampson & Associates Ltd	Deposited on: 15/02/2019

T 14/14

# View Instrument Details



**Instrument No** 11288436.1  
**Status** Registered  
**Date & Time Lodged** 15 February 2019 16:35  
**Lodged By** Cran, Brett Evan  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



---

Affected Records of Title	Land District
NA116A/813	North Auckland

---

**Annexure Schedule:** Contains 3 Pages.

---

## Signature

Signed by Brett Evan Cran as Territorial Authority Representative on 15/02/2019 04:32 PM

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

IN THE MATTER

of a Plan lodged for  
Deposit under  
Number 519220

Pursuant to Section 221 of the Resource Management Act 1991 THE AUCKLAND COUNCIL HEREBY GIVES NOTICE that its subdivision consent given in respect of the land in the Second Schedule as shown on Land Transfer Plan 519220 is conditional inter alia upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Third Schedule hereto with the conditions set forth in the First Schedule hereto.

**FIRST SCHEDULE**

No residential use of the site There must be no residential activity on Lots 1, 2, 3, 4, 5, 6, 7, 8 or 9, except for:

- a. the existing staff accommodation within Lots 1 and 2;
- b. a park manager's accommodation within either Lot 3 or Lot 5;
- c. a manager's accommodation on Lot 4; and
- d. a manager's accommodation on Lot 9.

No dwellings shall be erected on any of the lots.

Advice note: There is existing staff accommodation on Lots 1 and 2. The provisions of the Auckland Unitary Plan Matakana 2 precinct overlay provide for one park manager's accommodation within the precinct, on Lot 3, plus a manager's accommodation for each of the visitor's accommodation uses on lots 4 and 9. The applicant has applied for the flexibility to have the park manager's accommodation on either Lot 3 or Lot 5. This consent notice provides that flexibility. It does not authorise any additional park manager's accommodation beyond the one anticipated by the precinct provisions. Further consents may be required to construct building/s, but the use is provided for by this consent notice.

No further subdivision No further subdivision of lots 1 – 8 is allowed.

Protection of wetlands, waterways and ponds The waterways, ponds and wetlands to be protected on Lots 1, 2, 3, 4 and 10, (Areas R to Z) shall be protected in perpetuity to the satisfaction of the Council's Team Leader Northern Monitoring.

Activities allowed Each Lot can only be used for the activities shown in the corresponding Activity Area on the Auckland Unitary Plan Matakana 2 precinct overlay, Precinct plan 1, specifically:

Lot	Activity Area	Activity/ies allowed
Lot 1	Activity Area 1	Function center, dance/exercise fitness class, cafe, playground, petting zoo, aviary, memorial garden and pet garden, staff accommodation
Lot 2	Activity Area 2	Restaurant and retail, staff accommodation

Lot 3	Activity Area 3	Equestrian activities and park manager's accommodation, playground
Lot 4	Activity Area 4	Adventure (budget) accommodation and managers accommodation in accordance with the activity rules
Lot 5	Activity Area 5	Equestrian activities and park manager's accommodation in accordance with the activity rules
Lot 6	Activity Area 6	Church
Lot 7	Activity Area 7	Museum and retail
Lot 8	Activity Area 8	Veterinary clinic
Lot 9	Activity Area 9	Visitor accommodation and manager's accommodation in accordance with the Activity Area rules
Lot 10	Activity Area 10	Farmers market

Activity Area 3 (or 5) is designated the manager's site and there must be land covenants registered against any new certificate of title created requiring the owners of any new site to enter into a management agreement with the owner of Activity Area 3 (or 5) so that the requirements of condition 40 above can be enforced.

The owners of any new site must grant the Council an encumbrance to recognise the right of the Council to also enforce any breach of the land covenants referred to in condition 41 above.

On Lot 6 the Church is protected as a building of historic heritage.

Building restrictions Any buildings erected on Lots 1-10 shall be subject to a minimum habitable floor level as determined by the Flood Management Plan prepared by CIVIX, ref: Development of Matakana Country Park, dated: 24 October 2016 and as summarised on the below table. In terms of DoSLI Datum or additional information to be supplied by CIVIX Engineers.

Lot	Min FFL
1	7.90m
2	5.74m
3	4.46m
q4	3.90m
5	6.37m
6	5.74m
7	5.10m
8	5.74m
9	3.90m
10	5.74m

Property Management Agreement obligations The Property Management Agreement shall comply with the obligations applying to lot owners as members, recognising that the Property Management Agreement is required to own, maintain, manage and operate the power services in accordance with relevant resource and other consents, including all requirements for the Operation and Maintenance of the power service.

Provision of telecommunication services Future owners of Lots 1,2,3,4,5,6,7,8 and 9 shall be advised that a physical telecommunication connection have not been provided to each Lot and if such services are required, the full cost of providing these services will be met by the owners for the time being. This cost may include the installation of equipment to the utility providers and Council requirements and any growth or other applicable charges.

Provision of power services Future owners of Lot 9 shall be advised that a physical power connection has not been provided to the Lot and if such services are required, the full cost of providing these services will be met by the owners for the time being. This cost may include the installation of equipment to the utility providers and Council requirements and any growth or other applicable charges.

## SECOND SCHEDULE

An estate in fee simple in more or less being Pt Lot 2 DP 185730 comprised in Certificate of Title NA116A/813.

## THIRD SCHEDULE

Lots 1 to 10 DP 519220.

DATED this 19th day of December 2018.

SIGNED for and on behalf of the AUCKLAND COUNCIL



\_\_\_\_\_  
Authorised Officer

RESOURCE CONSENT: CCT90070695 (R67771)



NOTICE OF PRODUCTION OF INSTRUMENTS

For office use only  
Date 3/02  
Number 3015

*SK GC*

CP 18018  
Lower Albert Street  
Auckland

KNIGHT COLDICUTT  
BARRISTERS & SOLICITORS

Received Above Instruments  
For LINZ / /

LAND INFORMATION NZ.  
Messrs Johnston Prichard Fee & Partners  
DX CP24022  
Auckland (George Johnston)

NA

The following are produced (Firm intending to register)

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

CT 116A/813 - Permanent Production -

To enable registration of:

- 1. A \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_
- 2. A \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_
- 3. A \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_
- 4. A \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

After Registration Instruments Listed Above To Be Returned To:  
Knight Coldicutt

DX CP 18018  
AUCKLAND  
(Brett Cran)

CHALCER PRESS 35009/5.0

This copy to be returned to firm producing as its receipt

*Signed Original*  
*17/07/02*

## **RESTRICTIVE COVENANT**

between

**JAMES PETAR VULETIC and JANE CHRISTINA VULETIC**

and

**HORSEWORLD LIMITED**

Knight Coldicutt  
Solicitors  
Auckland

I20302AN\114.AN

DEED dated the 17 day of July 2002

## PARTIES

1. **JAMES PETAR VULETIC** and **JANE CHRISTINA VULETIC** (First Land Owner)
2. **HORSEWORLD LIMITED** (Second Land Owner)

## INTRODUCTION

- A. The First Land Owner is the proprietor of an estate in fee simple in the land described in Certificate of Title 80B/832 (North Auckland Registry) (**First Land**).
- B. The Second Land Owner is the registered proprietor of an estate in fee simple in the land described in Certificate of Title 116A/813 (North Auckland Registry) (**Second Land**).
- C. The Second Land Owner wishes to establish an Equestrian Centre, car museum, café, and farm park on the Second Land and has applied for consent to do so.
- D. The First Land Owner and the Second Land Owner have agreed that the Second Land Owner may establish an Equestrian Centre, car museum, café, and farm park on the Second Land on the basis that the Second Land Owner enters into and executes this Deed of Restrictive Covenant.

## COVENANTS

1. In consideration of the sum of \$1.00 paid by the First Land Owner to the Second Land Owner (receipt of which the Second Land Owner acknowledges) the Second Land Owner, so as to bind the Second Land for the benefit of the First Land, covenants as set out in schedule 1 to the intent that this covenant will forever remain for the benefit of and be appurtenant to the whole of the First Land and every part of it.


2. The First Land Owner and the Second Land Owner means where appropriate the executors, administrators, successors and permitted assigns of the First Land Owner and the Second Land Owner.
3. If there is more than one First Land Owner or Second Land Owner, the rights and obligations of each of them as the case may be is joint and several.

**EXECUTED AS A DEED**


**SIGNED** by **JAMES PETAR VULETIC**  
and **JANE CHRISTINA VULETIC**  
as First Land Owner in the presence of:




Two handwritten signatures, one for James Petar Vuletic and one for Jane Christina Vuletic, written over a horizontal line.

  
\_\_\_\_\_  
**HELEN M GOOST**  
\_\_\_\_\_  
**LEGAL SECRETARY**  
\_\_\_\_\_  
**AUCKLAND**  
\_\_\_\_\_

**SIGNED** by **HORSEWORLD LIMITED**  
as Second Land Owner in the presence of:



A large, stylized handwritten signature written over a horizontal line.

  
\_\_\_\_\_  
**Horseworld**  
\_\_\_\_\_  
**Auckland.**  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE I

- I. For so long as the First Land Owner continues to use the First Land for growing grapes in conjunction with the First Land Owner's vineyard on the First Land, the Second Land Owner and any subsequent registered proprietor of the Second Land shall not:
- (a) object to control measures (including measures involving noise on the First Land, nor object to the occasional fall of spent shot on the Second Land originating from the First Land) as a result of measures taken to deter, prevent or keep birds from damaging grapes and associated crops, such measures complying with existing use rights protected by section 10 of the Resource Management Act 1991, or applicable local authority requirements set out in the district plan, any resource consent or other applicable local or statutory authority requirements;
  - (b) object to the use of the sprays/products/applications on the First Land for the control of pests and fungi applicable to the growing of grapes and associated crops such measures complying with existing use rights protected by section 10 of the Resource Management Act 1991, or applicable local authority requirements set out in the district plan, any resource consent or other applicable local or statutory authority requirements;
  - (c) Use or permit to be used the paddocks on the Second Land opposite the First Land, and situated north-east of Takatu Road, for the purpose of horse riding or horse drawn vehicles during the months of February to April (inclusive) in any year, or until the grape crop on the First Land has been harvested (whichever is the sooner).
  - (d) Allow any building erected within 50 metres of the Boundary of Omaha Flats Road and the Second Land to be inhabited, unless the windows in the buildings, which face the First Land have been glazed with acoustic glass for noise attenuation purposes.

**ANZ BANKING GROUP (NEW ZEALAND) LIMITED**

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

I, MOHAMMED AZAD KHAN of Auckland in New Zealand, Manager Securities of ANZ Banking Group (New Zealand) Limited, hereby certify that:

1. By the Deed dated 23 December 1994 I was, by virtue of my holding a specified office, appointed Local Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington, on the terms and subject to the conditions set out in that deed.

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

North Auckland	C701593.1F	Nelson	345112.1
South Auckland	B250811.	Marlborough	177772.
Gisborne	G201332.1	Canterbury	A156447/1
Hawkes Bay	618733.1	Westland	100272.
Taranaki	417741.	Otago	873424.
Wellington	B413857.1	Southland	227623.1


2. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of the ANZ Banking Group (New Zealand) Limited or otherwise.

SIGNED by the above named )

Local Attorney at Auckland )

this 30<sup>th</sup> )

day of July 2002 )



## MORTGAGEE'S CONSENT

ANZ BANKING GROUP (NEW ZEALAND) LIMITED the Mortgagee under and by virtue of Memorandum of Mortgage No D661271.1 which mortgage is registered against Certificate of Title 116A/813 (North Auckland Registry) HEREBY CONSENTS to the registration of deeds of covenant in favour of the land contained in Certificates of Title 89A/123 and 80B/832 (North Auckland) but without prejudice to the mortgagee's rights powers and remedies under the said Mortgage.

Dated this 30<sup>th</sup> day of July 2002

Signed by ANZ BANKING GROUP (NEW ZEALAND) LIMITED  
by its Attorney

MOHAMMED AZAD KHAN  
MANAGER SECURITIES



Witness to the execution by

ANZ BANKING GROUP (NEW ZEALAND) LIMITED



Witness:

Occupation: **Elizabeth Anne CAMM**  
Bank Officer  
Address: **AUCKLAND**

**CONSENT OF MORTGAGEE**


**DAVID JOHN ROSS** and **MICHAEL PETER JOSEPH** being mortgagees under mortgage number D609568.1 which mortgage is registered against certificate of title 116A/813 (North Auckland Registry), consents to the registration of deeds of covenant in favour of the land contained in Certificates of title 89A/123 and 80B/832 (North Auckland).

**DATED** at Auckland this 30 day of July 2002

**EXECUTION BY THE MORTGAGEE**

**DAVID JOHN ROSS**

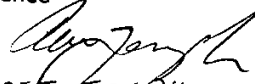
in the presence  
of:

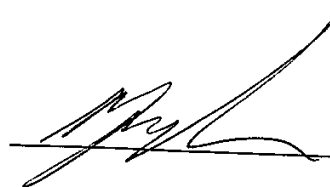
  
Elizabeth Steadman  
Secretary  
Auckland



**MICHAEL PETER JOSEPH**

in the presence  
of:

  
MARGARET JOSEPH  
COMPANY DIRECTOR  
AUCKLAND



Certified correct for the purposes  
of the Land Transfer Act 1952



.....  
Solicitor for the Applicant

**DATED**

*17 July*

2002

**BETWEEN JAMES PETAR  
VULETIC and JANE CHRISTINA  
VULETIC**

**AND HORSEWORLD LIMITED**

\_\_\_\_\_  
**RESTRICTIVE COVENANT**  
\_\_\_\_\_

\_\_\_\_\_  
KNIGHT COLDICUTT  
SOLICITORS  
AUCKLAND

# View Instrument Details



**Instrument No** 11288436.1  
**Status** Registered  
**Date & Time Lodged** 15 February 2019 16:35  
**Lodged By** Cran, Brett Evan  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



---

Affected Records of Title	Land District
NA116A/813	North Auckland

---

**Annexure Schedule:** Contains 3 Pages.

---

## Signature

Signed by Brett Evan Cran as Territorial Authority Representative on 15/02/2019 04:32 PM

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

IN THE MATTER

of a Plan lodged for  
Deposit under  
Number 519220

Pursuant to Section 221 of the Resource Management Act 1991 THE AUCKLAND COUNCIL HEREBY GIVES NOTICE that its subdivision consent given in respect of the land in the Second Schedule as shown on Land Transfer Plan 519220 is conditional inter alia upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Third Schedule hereto with the conditions set forth in the First Schedule hereto.

**FIRST SCHEDULE**

No residential use of the site There must be no residential activity on Lots 1, 2, 3, 4, 5, 6, 7, 8 or 9, except for:

- a. the existing staff accommodation within Lots 1 and 2;
- b. a park manager's accommodation within either Lot 3 or Lot 5;
- c. a manager's accommodation on Lot 4; and
- d. a manager's accommodation on Lot 9.

No dwellings shall be erected on any of the lots.

Advice note: There is existing staff accommodation on Lots 1 and 2. The provisions of the Auckland Unitary Plan Matakana 2 precinct overlay provide for one park manager's accommodation within the precinct, on Lot 3, plus a manager's accommodation for each of the visitor's accommodation uses on lots 4 and 9. The applicant has applied for the flexibility to have the park manager's accommodation on either Lot 3 or Lot 5. This consent notice provides that flexibility. It does not authorise any additional park manager's accommodation beyond the one anticipated by the precinct provisions. Further consents may be required to construct building/s, but the use is provided for by this consent notice.

No further subdivision No further subdivision of lots 1 – 8 is allowed.

Protection of wetlands, waterways and ponds The waterways, ponds and wetlands to be protected on Lots 1, 2, 3, 4 and 10, (Areas R to Z) shall be protected in perpetuity to the satisfaction of the Council's Team Leader Northern Monitoring.

Activities allowed Each Lot can only be used for the activities shown in the corresponding Activity Area on the Auckland Unitary Plan Matakana 2 precinct overlay, Precinct plan 1, specifically:

Lot	Activity Area	Activity/ies allowed
Lot 1	Activity Area 1	Function center, dance/exercise fitness class, cafe, playground, petting zoo, aviary, memorial garden and pet garden, staff accommodation
Lot 2	Activity Area 2	Restaurant and retail, staff accommodation

Lot 3	Activity Area 3	Equestrian activities and park manager's accommodation, playground
Lot 4	Activity Area 4	Adventure (budget) accommodation and managers accommodation in accordance with the activity rules
Lot 5	Activity Area 5	Equestrian activities and park manager's accommodation in accordance with the activity rules
Lot 6	Activity Area 6	Church
Lot 7	Activity Area 7	Museum and retail
Lot 8	Activity Area 8	Veterinary clinic
Lot 9	Activity Area 9	Visitor accommodation and manager's accommodation in accordance with the Activity Area rules
Lot 10	Activity Area 10	Farmers market

Activity Area 3 (or 5) is designated the manager's site and there must be land covenants registered against any new certificate of title created requiring the owners of any new site to enter into a management agreement with the owner of Activity Area 3 (or 5) so that the requirements of condition 40 above can be enforced.

The owners of any new site must grant the Council an encumbrance to recognise the right of the Council to also enforce any breach of the land covenants referred to in condition 41 above.

On Lot 6 the Church is protected as a building of historic heritage.

Building restrictions Any buildings erected on Lots 1-10 shall be subject to a minimum habitable floor level as determined by the Flood Management Plan prepared by CIVIX, ref: Development of Matakana Country Park, dated: 24 October 2016 and as summarised on the below table. In terms of DoSLI Datum or additional information to be supplied by CIVIX Engineers.

Lot	Min FFL
1	7.90m
2	5.74m
3	4.46m
q4	3.90m
5	6.37m
6	5.74m
7	5.10m
8	5.74m
9	3.90m
10	5.74m

Property Management Agreement obligations The Property Management Agreement shall comply with the obligations applying to lot owners as members, recognising that the Property Management Agreement is required to own, maintain, manage and operate the power services in accordance with relevant resource and other consents, including all requirements for the Operation and Maintenance of the power service.

Provision of telecommunication services Future owners of Lots 1,2,3,4,5,6,7,8 and 9 shall be advised that a physical telecommunication connection have not been provided to each Lot and if such services are required, the full cost of providing these services will be met by the owners for the time being. This cost may include the installation of equipment to the utility providers and Council requirements and any growth or other applicable charges.

Provision of power services Future owners of Lot 9 shall be advised that a physical power connection has not been provided to the Lot and if such services are required, the full cost of providing these services will be met by the owners for the time being. This cost may include the installation of equipment to the utility providers and Council requirements and any growth or other applicable charges.

## SECOND SCHEDULE

An estate in fee simple in more or less being Pt Lot 2 DP 185730 comprised in Certificate of Title NA116A/813.

## THIRD SCHEDULE

Lots 1 to 10 DP 519220.

DATED this 19th day of December 2018.

SIGNED for and on behalf of the AUCKLAND COUNCIL



\_\_\_\_\_  
Authorised Officer

RESOURCE CONSENT: CCT90070695 (R67771)

# View Instrument Details



**Instrument No** 11288436.3  
**Status** Registered  
**Date & Time Lodged** 15 February 2019 16:35  
**Lodged By** Cran, Brett Evan  
**Instrument Type** Easement Instrument



---

Affected Records of Title	Land District
815180	North Auckland
815181	North Auckland
815182	North Auckland
815183	North Auckland
815184	North Auckland
815185	North Auckland
815186	North Auckland
815187	North Auckland
815188	North Auckland

---

**Annexure Schedule:** Contains 4 Pages.

---

## Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage D609568.1 has consented to this transaction and I hold that consent

I certify that the Mortgagee under Mortgage 8657367.2 has consented to this transaction and I hold that consent

## Signature

Signed by Brett Evan Cran as Grantor Representative on 05/03/2019 09:18 AM

---

## 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 Brett Evan Cran as Grantee Representative on 05/03/2019 09:18 AM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6266

**EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE**

Sections 109 Land Transfer Act 2017

**Grantor**

MATAKANA MUSEUM LIMITED

**Grantee**

MATAKANA MUSEUM LIMITED

**Grant of Easement or Profit à prendre**

The Grantor being the registered owner of the burdened land 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, 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, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
<b>Right of Way</b>	A, K DP 519220	815182	815183, 815188
	B DP 519220	815182	815183
	C, DP 519220	815182	815188
	E, DP 519220	815182	815183
	I, DP 519220	815181	815182
<b>Right of Way (pedestrian)</b>	D, DP 519220	815182	815183, 815186, 815188
<b>Right to Convey Sewage</b>	E,F, FB, DP 519220	815182	812180, 815181, 815184 - 815186 (incl)
	FA, DP 519220	815181	815180
	G, DP 519220	815183	815180 - 815182 (incl), 815184 - 817187 (incl)
	GA, DP 519220	815183	815180 - 815182 (incl), 815184 - 815188 (incl)
	Q, DP 519220	815184	815187
<b>(continued on Annexure Schedule)</b>			

**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 2018 and/or Schedule 5 of the Property Law Act 2007

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

~~[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017]~~

[the provisions set out in Annexure Schedule 1 ]

Annexure Schedule

2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

[Empty box for instrument type]

Continue in additional Annexure Schedule, if required

**Schedule A (continued)**

<b>Purpose (Nature and extent) of easement or profit</b>	<b>Shown (plan reference)</b>	<b>Burdened Land (Record of Title)</b>	<b>Benefited Land (Record of Title) or in gross</b>
Right of Way, Right to convey Water, Telecommunications, Computer Media, Electricity, Right to drain Water, Right to convey Sewage	FH, DP 519550	Lot 10, DP 519220	815180, 815181, 815184 - 815187 (incl)
	H, M, N DP 519550	Lot 10, DP 519220	815180 - 815182 (incl), 815184 - 815187 (incl)
Right to convey Water	O, DP 519220	Lot 10, DP 519220	815181
Parking	P, DP 519220	Lot 10, DP 519220	815181
Parking	N, DP 519220	Lot 10, DP 519220	815180

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

## Annexure Schedule

Page 3 of 4 Pages

<b>2015/5049</b> <b>APPROVED</b> <b>Registrar-General of Land</b>
---

*Insert instrument type*

--

*Continue in additional Annexure Schedule, if required*

**Schedule 1**

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fifth Schedule of the Land Transfer Regulations 2018, save that:

- (a) In respect of easements of right of way where there is a conflict between the provision of the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 shall prevail.
- (b) Where there is a conflict between Fifth Schedule to the Land Transfer Regulations 2018 and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in this Easement Instrument, the modifications must prevail.

**1. Definitions**

In this easement instrument unless the content otherwise requires:

**Parking Easement** means the rights recorded in this easement instrument in relation to the Parking Easement Area.

**Parking Easement Area** means that part of the land described in Schedule A as being subject to a Parking Easement.

**2. Parking Easement**

- 2.1 The Grantee and other authorised persons shall have the right to park vehicles in the Parking Easement Area, provided that the Grantor and other authorised persons have the right at all times to pass and repass over the Parking Easement Area with motor and other vehicles or on foot and that the Grantee and other authorised persons shall abide by all reasonable security and other reasonable requirements, as may be imposed in writing by the registered proprietor of the Burdened Land from time to time.
- 2.2 The Grantee shall not deposit any rubbish, debris or any other matter over the parking Easement Area.
- 2.3 The Grantor shall be reasonable for the cost of construction and formation of the car park spaces and for keeping the Parking Easement Area in good clean order, repair and maintenance and to prevent the same becoming a danger or a nuisance. The Grantor shall be entitled to recover costs and expenses from the Grantee in respect of any damage to the Parking Easement Area where such damage has been caused by the actions of the Grantee and/or its authorised persons.
- 2.4 The Grantor shall keep the Parking Easement Area at all times clear of obstructions or impediments to the reasonable use and enjoyment of the Parking Easement.
- 2.5 Clauses 1, 10, 13 and 14 (inclusive) of the rights and powers implied in all classes of easements contained in the Fifth Schedule to the Land Transfer Regulations 2018 apply to this Parking Easement and are to be read in the context of this easement instrument. In the event of conflict between the rights and powers or terms used in this easement instrument and the rights and powers implied in all classes of easement contained in the Fifth Schedule to the Land Transfer Regulations 2018, the rights and powers and terms contained in this easement instrument shall apply.
- 2.6 For the purposes of this Parking Easement the Grantee shall not be entitled to use the Parking Easement Area or any purpose other than for parking vehicles.

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

**Annexure Schedule**

Page 4 of 4 Pages

2015/5049  
APPROVED  
Registrar-General of Land

*Insert instrument type*

*Continue in additional Annexure Schedule, if required*

**3. Right of Way (Pedestrian)**

3.1 The implied rights and powers in respect of the Right of Way are varied and added to so they include "Right of Way (pedestrian)" as set out in this clause 3 in respect of easement area "D" on Deposited Plan 519220 only, and the provisions of this clause 3 1 shall apply to those easement areas.

3.2 Schedule 5 of the Property Law Act 2007 is not to be implied.

3.3 Clause 6(2) of the Schedule is modified as follows:

- (a) The right granted under this easement to the Grantee is limited to pedestrian access only with the exception of mobility devices for disabled members of the public, wheelchairs, prams and bicycles.
- (b) Vehicles are expressly prohibited to be brought onto the stipulated area by the Grantee, but not so as to exclude any disabled person's mobility device, wheelchairs, prams or bicycles.
- (c) The rights granted under this easement are in common with the rights of the Grantor to use the stipulated area, being Area D on Deposited Plan 519220 which for the avoidance of doubt include the right of the Grantor to pass over and along the stipulated area by motorised vehicle.

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

# View Instrument Details



**Instrument No** 11288436.4  
**Status** Registered  
**Date & Time Lodged** 15 February 2019 16:35  
**Lodged By** Cran, Brett Evan  
**Instrument Type** Easement Instrument



---

Affected Records of Title	Land District
815181	North Auckland
815183	North Auckland
815185	North Auckland
815186	North Auckland
815187	North Auckland
815188	North Auckland
815180	North Auckland
815182	North Auckland
815184	North Auckland

---

**Annexure Schedule:** Contains 3 Pages.

---

## Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage D609568.1 has consented to this transaction and I hold that consent

I certify that the Mortgagee under Mortgage 8657367.2 has consented to this transaction and I hold that consent

## Signature

Signed by Brett Evan Cran as Grantor Representative on 15/02/2019 04:32 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 Brett Evan Cran as Grantee Representative on 15/02/2019 04:32 PM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6266

**EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE**

Sections 109 Land Transfer Act 2017

**Grantor**

MATAKANA MUSEUM LIMITED

**Grantee**

AUCKLAND COUNCIL

**Grant of Easement or Profit à prendre**

The Grantor being the registered owner of the burdened land 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, 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, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
<b>Right of Way (pedestrian)</b>	<b>J, K, DP 519220</b>	<b>815182</b>	<b>In Gross</b>
	<b>M, S, DP 519220</b>	<b>Lot 10 DP 519220</b>	<b>In Gross</b>
	<b>R, DP 519220</b>	<b>815180</b>	<b>In Gross</b>
	<b>SA, DP 519220</b>	<b>815180</b>	<b>In Gross</b>
	<b>SB, DP 519220</b>	<b>815184</b>	<b>In Gross</b>
<b>Right of Way</b>	<b>N, DP 519220</b>	<b>Lot 10 DP 519220</b>	<b>In Gross</b>

**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 2018 and/or Schedule 5 of the Property Law Act 2007

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

~~[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017]~~

[the provisions set out in Annexure Schedule 1 ]

## Annexure Schedule

Page 2 of 3 Pages

<b>2015/5049</b> <b>APPROVED</b> <b>Registrar-General of Land</b>
---

*Insert instrument type*

--

*Continue in additional Annexure Schedule, if required*

**ANNEXURE SCHEDULE 1**  
**PEDESTRIAN ACCESS**

1. The implied rights and powers in respect of the Right of Way are varied and added to so they include "Right of Way (pedestrian)" as set out in this Annexure Schedule in respect of easement areas J, K, M, S, R, SA, SB on Deposited Plan 519220 only, and the provisions of this Annexure Schedule 1 shall apply to those easement areas.
2. Schedule 5 of the Property Law Act 2007 is not to be implied.
3. The definition of "Grantee" in Schedule 5 of the Land Transfer Regulations 2018 ("Schedule") is extended to include the public generally.
4. Clause 6(2) of the Schedule is modified as follows:
  - (a) The right granted under this easement to the Grantee is limited to pedestrian access only with the exception of mobility devices for disabled members of the public, wheelchairs, prams and bicycles.
  - (b) Vehicles are expressly prohibited to be brought onto the stipulated area by the Grantee, but not so as to exclude any disabled person's mobility device, wheelchairs, prams or bicycles.
  - (c) The rights granted under this easement are in common with the rights of the Grantor to use the stipulated area, being Areas J, K, M, S, R, SA and SB on Deposited Plan 519220 which for the avoidance of doubt include the right of the Grantor to pass over and along the stipulated area by motorised vehicle .
  - (d) Animals other than dogs on a leash are not permitted to be brought onto the stipulated area by the Grantee.
5. With the exception of area "N", the Grantor must not or permit to be driven on any part of the stipulated area any vehicles at a speed greater than 15 kilometres per hour.
6. The Grantee is entitled in relation to the stipulated area or its use to enforce any bylaws made by the Grantee in respect of the use of public footpaths by the public for the time being in force but not against the Grantor. The stipulated area is deemed to be a "public place" for the purposes of those bylaws but only in relation to the use of the stipulated area by the public generally.
7. With the exception of area "A", the Grantee is entitled to close the stipulated area, or prevent public access (but for the avoidance of doubt shall not be entitled at any time to limit access by the Grantor) to the stipulated area if it reasonably considers that a serious threat exists to the safety of the public or for maintenance purposes.
8. No dedication or vesting of any land in the Grantee for road or otherwise is to be implied in the easement or by the exercise of pedestrian access by the public generally.
9. The Grantor must fulfil any conditions as to formation and maintenance of the stipulated area required by the Grantee in its regulatory capacity provided that the Grantee shall be responsible for the cost of such formation and maintenance that exceeds the cost of the Grantor would ordinarily be responsible for by virtue of the Burdened Land being an access lot pursuant to section 298 of the Property Law Act 2007.

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

**Annexure Schedule**

Page 3 of 3 Pages

**2015/5049  
APPROVED  
Registrar-General of Land**

*Insert instrument type*

*Continue in additional Annexure Schedule, if required*

10. Pedestrian access includes the right to have the stipulated area kept clear at all times of obstruction (whether caused by parked vehicles, deposited materials or unreasonable impediment) so as to enable the use and enjoyment of the easement facility.
11. With the exception of area "N", without derogating from clause 10(2) of the Schedule and subject to the rights reserved to the Grantor in clause 4(c) herein, the Grantor shall not grant any easement or any other right over the stipulated area without the prior written consent of the Grantee which the Grantee may refuse but only where, acting reasonably, it believes the granting of such easement or other right may interfere with the rights granted pursuant to this easement or may grant consent on such conditions as are necessary for the purpose of ensuring such rights are not interfered with.
12. For the purpose of restoration of the surface after performing works on, or in the easement facility the Grantee shall be required only to restore the surfaces and grassed areas to the standard prior to any such works.
13. The Grantee acknowledges that the rights of the Grantor pursuant to section 248 of the Property Law Act 2007 in respect of the Burdened Land, or by any prior registered land covenant in respect of the same shall not be limited or compromised in any way by the rights granted to the Grantee under this easement instrument.

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

# View Instrument Details



**Instrument No** 11288436.5  
**Status** Registered  
**Date & Time Lodged** 15 February 2019 16:35  
**Lodged By** Cran, Brett Evan  
**Instrument Type** Easement Instrument



---

Affected Records of Title	Land District
815180	North Auckland
815181	North Auckland
815182	North Auckland
815183	North Auckland
815184	North Auckland
815185	North Auckland
815186	North Auckland
815187	North Auckland
815188	North Auckland

---

**Annexure Schedule:** Contains 4 Pages.

---

## Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage D609568.1 has consented to this transaction and I hold that consent

I certify that the Mortgagee under Mortgage 8657367.2 has consented to this transaction and I hold that consent

## Signature

Signed by Brett Evan Cran as Grantor Representative on 15/02/2019 04:33 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 Brett Evan Cran as Grantee Representative on 15/02/2019 04:33 PM

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

**Easement instrument to grant easement or *profit à prendre***  
Section 109, Land Transfer Act 2017

<b>Grantor</b>		<i>Surname(s) must be <u>underlined</u>.</i>	
<b>MATAKANA MUSEUM LIMITED</b>			
<b>Grantee</b>		<i>Surname(s) must be <u>underlined</u>.</i>	
<b>CHORUS NEW ZEALAND LIMITED</b>			
<b>Grant of easement or <i>profit à prendre</i> or creation of covenant</b>			
<b>The Grantor</b> , being the registered proprietor of the Burdened Land(s) set out in Schedule A, <b>grants to the Grantee</b> (and, if so stated, in gross) the easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, <b>or creates</b> the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).			
<b>Schedule A</b>		<i>Continue in additional Annexure Schedule if required.</i>	
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title or in gross)
<b>Right to convey telecommunications and computer media</b>	N, H on DP 519220	Lot 10 DP 519220	<b>Chorus New Zealand Limited (in gross)</b>
<b>Easements or <i>profits à prendre</i> rights and powers (including terms, covenants, and conditions)</b>		<i>Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007.			
The implied rights and powers are <del>varied/negated/added to</del> or <del>substituted</del> by:			
Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.			
The provisions set out in the Annexure Schedule.			
<b>Covenant provisions</b>		<i>Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
The provisions applying to the specified covenants are those set out in:			
Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.			
Annexure Schedule 2-			

**Annexure Schedule**

**Insert type of instrument**

Easement

Dated

Page

2

of

Pages

*Continue in additional Annexure Schedule, if required.*

**Continuation of "Easement rights and powers":**

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 to the Land Transfer Regulations 2018 ("the Fourth Schedule") and where the terms of this easement are in conflict with either the Fifth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Burdened Land, the terms of this easement shall prevail.

**2 Grant of Easement**

2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land;
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Burdened Land for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any accessways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Burdened Land as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications and computer media without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way.

**3 Grantee's Covenants**

3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Burdened Land.

3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Burdened Land and to any building or building improvement (including, without limitation, any interior fitout) located on the Burdened Land.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Burdened Land (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this easement as reasonably close as possible to the original condition of the Burdened Land prior to such damage and to the reasonable satisfaction of the Grantor.

**Annexure Schedule**

**Insert type of instrument**

Easement

Dated

Page 3 of

Pages

*Continue in additional Annexure Schedule, if required.*

**4 Access**

- 4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Burdened Land (including, for the avoidance of doubt, any areas of Common Property on the Burdened Land) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.
- 4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required). Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Land.

**5 Grantor’s Covenants**

- 5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):
  - (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor’s cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
  - (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
  - (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
  - (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

**6 Removal**

- 6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Burdened Land.
- 6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

## Annexure Schedule

### Insert type of instrument

Easement Dated  Page 4 of  Pages

*Continue in additional Annexure Schedule, if required.*

### 7 Further Assurances

7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

### 8 Telecommunications Act 2001 and End User Terms

8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Burdened Land, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

### 9 Definitions and interpretation

9.1 In this easement:

- (a) "**Common Property**" has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) "**Easement Land**" means that part of the Burdened Land identified in Schedule A in this easement as Easement Land and those other parts of the Burdened Land (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) "**Emergency**" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) "**Grantee**" means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) "**Grantor**" includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) "**Line**" and "**Works**" shall have the meanings ascribed to those terms under the Telecommunications Act 2001;

# View Instrument Details



**Instrument No** 11288436.6  
**Status** Registered  
**Date & Time Lodged** 15 February 2019 16:35  
**Lodged By** Cran, Brett Evan  
**Instrument Type** Easement Instrument



---

Affected Records of Title	Land District
815180	North Auckland
815181	North Auckland
815182	North Auckland
815183	North Auckland
815184	North Auckland
815185	North Auckland
815186	North Auckland
815187	North Auckland
815188	North Auckland

---

**Annexure Schedule:** Contains 6 Pages.

---

## Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage D609568.1 has consented to this transaction and I hold that consent

I certify that the Mortgagee under Mortgage 8657367.2 has consented to this transaction and I hold that consent

## Signature

Signed by Brett Evan Cran as Grantor Representative on 15/02/2019 04:33 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 Brett Evan Cran as Grantee Representative on 15/02/2019 04:33 PM

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

**Easement Instrument to Grant Easement**  
Section 109 Land Transfer Act 2017

**Grantor**

**MATAKANA MUSEUM LIMITED**

**Grantee**

**VECTOR LIMITED**

**Grant of Easement**

**The Grantor**, being the registered owner of the Burdened Land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A**

*Continue in additional Annexure Schedule, if required*

<b>Purpose of Easement</b>	<b>Easement Land Shown (plan reference)</b>	<b>Burdened Land (Record of Title)</b>	<b>Benefited Land (Record of Title) or in gross</b>
Right to convey Electricity	N on DP 519220	Lot 10 DP 519220 (Part RT 815180 to 815188 (inclusive))	In Gross

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

The rights and powers implied in specified classes of easement prescribed by the Land Transfer Regulations 2018 shall not apply and are substituted by the provisions set out in the Annexure Schedule.

**Presence of Accommodation (select as applicable):**

There is no Accommodation <input type="checkbox"/>	The Accommodation is owned by the Landowner <input type="checkbox"/>	The Accommodation is owned by the Network Operator <input checked="" type="checkbox"/>
--	--	--

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

In this easement unless the context otherwise requires:

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

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

otherwise and, in the case of the Network Operator, to any person nominated by the Network Operator in accordance with clause 9.

- (s) Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.
- (t) References to a party includes reference to that party's executors, administrators, successors in title and assigns.

**2. GRANT**

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

**3. NETWORK OPERATOR'S OBLIGATIONS**

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

**4. LANDOWNER'S OBLIGATIONS**

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

*Insert instrument type*

<b>Easement Instrument to grant easement</b>
--

*(Continue in additional Annex, if required)*

- (ii) ventilation of the Substation and/or Accommodation (if any);
- (iii) fire-rating of the Substation and/or Accommodation (if any); or

4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

## 5. MAINTENANCE

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

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

## 6. HEALTH AND SAFETY

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

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

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

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

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

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

## 7. OWNERSHIP

The Network Operator retains ownership of the Equipment and the Landowner acknowledges that such Equipment

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

does not form part of the Land.

**8. IMPLIED RIGHTS AND POWERS**

The rights and powers implied in certain easements pursuant to section 109 of the Land Transfer Act 2017 (and currently set out in Schedule 5 of the Land Transfer Regulations 2018) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

**9. NOMINATION OF NETWORK OPERATOR**

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

**10. LANDOWNER TO NOTIFY OCCUPIER**

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

**11. DISPUTES**

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

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

**12. ACCOMMODATION OWNED BY LANDOWNER**

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

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

*Insert instrument type*

**Easement Instrument to grant easement**

*(Continue in additional Annex, if required)*

notify the Landowner, provided that the Network Operator has no responsibility to carry out inspections of the Accommodation when it enters the Accommodation or otherwise.

**13. ACCOMMODATION OWNED BY NETWORK OPERATOR**

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

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

# View Instrument Details



**Instrument No** 11288436.7  
**Status** Registered  
**Date & Time Lodged** 15 February 2019 16:35  
**Lodged By** Cran, Brett Evan  
**Instrument Type** Easement Instrument



---

Affected Records of Title	Land District
815180	North Auckland
815181	North Auckland
815182	North Auckland
815183	North Auckland
815184	North Auckland
815185	North Auckland
815186	North Auckland
815187	North Auckland

---

**Annexure Schedule:** Contains 2 Pages.

---

## Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage D609568.1 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 8657367.2 has consented to this transaction and I hold that consent

## Signature

Signed by Brett Evan Cran as Grantor Representative on 05/03/2019 09:18 AM

---

## 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 Brett Evan Cran as Grantee Representative on 05/03/2019 09:18 AM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6266

**EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE**

Sections 109 Land Transfer Act 2017

**Grantor**

MATAKANA MUSEUM LIMITED

**Grantee**

MATAKANA MUSEUM LIMITED

**Grant of Easement or Profit à prendre**

The Grantor being the registered owner of the burdened land 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, 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, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey Sewage	A, B,D, E DP 525383	Lot 3 DP 519220	Lots 2, 5-7 DP 519220
Right to convey Electricity	A, B, D, E DP 525383	Lot 3 DP 519220	Lot 4 DP 519220
Right to convey Electricity	F, G, H DP 525383	Lot 2 DP 519220	Lot 4 DP 519220
Right to convey Sewage	F, G, H DP 525383	Lot 2 DP 519220	Lots 1, 5-8 DP 519220
Right to convey Electricity	F, DP 519220	Lot 3 DP 519220	Lots 4 & 6 DP 519220
Right to convey Electricity	L, DP 525383	Lot 2 DP 519220	Lots 3-8 DP 519220
Right to convey Electricity	C, J, K DP 525383	Lot 3 DP 519220	Lot 6 DP 519220
Right to convey Sewage	M, DP 525383	Lot 2 DP 519220	Lots 1, 5-8 DP 519220
Right to convey Telecommunications & Computer Media	P, DP 525383	Lot 5 DP 519220	Lots 1-3, 6-8 DP 519220

**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 2018 and/or Schedule 5 of the Property Law Act 2007

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

~~[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017]~~

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

Annexure Schedule

2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

[Empty box for instrument type]

Continue in additional Annexure Schedule, if required

**Schedule A (continued)**

<b>Purpose (Nature and extent of easement, or profit)</b>	<b>Shown (plan reference)</b>	<b>Burdened Land (Record of Title)</b>	<b>Benefited Land (Record of Title) or in gross</b>
Right to convey Electricity	T, DP 525383	Lot 2 DP 519220	Lots 3-8 DP 519220
Right to convey Electricity	I, DP 519220	Lot 2 DP 519220	Lots 3-8 DP 519220
Right to convey Electricity, Telecommunications and Computer Media	K, A, B, E DP 519220	Lot 3 DP 519220	Lot 4 DP 519220

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

# View Instrument Details



**Instrument No** 11288436.8  
**Status** Registered  
**Date & Time Lodged** 15 February 2019 16:35  
**Lodged By** Cran, Brett Evan  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



---

Affected Records of Title	Land District
815180	North Auckland
815181	North Auckland
815182	North Auckland
815183	North Auckland
815184	North Auckland
815185	North Auckland
815186	North Auckland
815187	North Auckland
815188	North Auckland

---

**Annexure Schedule:** Contains 25 Pages.

---

## Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Brett Evan Cran as Covenantor Representative on 05/03/2019 09:19 AM

---

## Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Brett Evan Cran as Covenantee Representative on 05/03/2019 09:19 AM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6263  
**COVENANT INSTRUMENT TO NOTE LAND COVENANT**  
 Sections 116(1)(a) & (b) Land Transfer Act 2017



**Covenantor** *Surname(s) must be underlined or in CAPITALS.*  
**MATAKANA MUSEUM LIMITED**

**Covenantee** *Surname(s) must be underlined or in CAPITALS.*  
**MATAKANA MUSEUM LIMITED**

**Grant of Covenant**  
 The **Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Management Covenant	DP 519220	815180 to 815188 (incl)	815180 to 815188 (incl)

**Covenant rights and powers (including terms, covenants and conditions)**  
*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

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

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017.]

[Annexure Schedule **1** \_\_\_\_\_].

*Insert instrument type*

*Continue in additional Annexure Schedule, if required*

**ANNEXURE SCHEDULE 1**

- A. The Manager is the registered proprietor of the Manager's Lot in Matakana Country Park.
- B. The Owner is a registered proprietor of the Lot at Matakana Country Park.
- C. The parties have agreed to enter into and register this Covenant to ensure the better performance of Matakana Country Park as a premier mixed use development.

**INTERPRETATION**

Definitions: In this Covenant, unless the context otherwise requires:

**Bylaws** means bylaws made by the manager from time to time under clause 7.1 of the Management Agreement.

**Covenant** means this covenant and includes any and all schedules forming part of this covenant.

**Manager** means the entity who from time to time is the owner of the Manager's Lot and includes the "Manager" under a Management Agreement.

**Owner** means any person who is the registered proprietor from time to time of the Lot and includes an "Owner" under the Management Agreement.

**GST** means goods and services tax payable pursuant to the Goods and Services Tax Act 1985.

**Land** means the fee simple land comprising Lot 2 Deposited Plan 185730.

**Lot** means lots 1 – 9 (inclusive) on Deposited Plan 519220.

**Management Agreement** means the Management Agreement between the Manager and the Owner which is entered into for their mutual benefit and in the form at the date of execution of this Covenant being attached as Annexure Schedule 2 to this Covenant, and as updated by the Manager's solicitors from time to time acting properly and professionally, subject to clause 5(b).

**Manager's Lot** means Lot 3 on Deposited Plan 519220 (or Lot 5 DP 519220 in accordance with clause 37 of SUB60036409A if required).

**Matakana Country Park** means the mixed use development known as Matakana Country Park which is located on the Land.

**OPERATIVE PART**

**Mutual Requirement to enter into the Management Agreement**

- 1. Any person who is a registered proprietor from time to time of the Lot or any part of the Lot is required to enter into a Management Agreement as owner with the Manager and to remain a party as Owner for so long as that person continues to be the registered proprietor of any part of the Lot.
- 2. Any person who is registered proprietor from time to time of the Managers Lot is required to enter into a Management Agreement as Manager with the Owner of the Lot and to concurrently grant the licence to use

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

## Annexure Schedule

Page 3 of Pages

2016/5049  
 APPROVED  
 Registrar-General of Land

*Insert instrument type*

--

*Continue in additional Annexure Schedule, if required*

the "Common Facilities" (as defined in the Management Agreement) in favour of the Lot.

3. By becoming registered proprietor of any estate or interest in a Lot or the Managers Unit, the registered proprietor shall automatically be deemed to have entered into and be bound to the terms of the Management Agreement, regardless of execution of an actual Management Agreement.

**Prohibition on transfer**

4. The Owner will not sell, transfer or otherwise dispose of the Lot without procuring the new purchaser, transferee or disposee to enter into, execute and deliver to the Manager the Management Agreement executed by the new purchaser. The procedure for transfer of a Lot and payment of moneys due by the Owner to the Manager is as set out in the Management Agreement.

**Management Agreement**

5. (a) The Management Agreement shall be prepared by the Manager's solicitors at the cost of the Owner, such costs being those incurred on a solicitor client basis.
- (b) It being acknowledged that clause 16 of the Management Agreement can not be amended at any time and any amendments shall be void, except where the prior written consent of the Third Party Mortgagee (as defined in section 16 of the Management Agreement) is obtained.

**Covenant binding on successors:**

6. The Owner and Manager (as the case may require) covenants for itself and its successors in title with, and undertakes to the Owner and Manager (as the case may require) that, upon becoming the registered proprietor of the Lot, the Owner and Manager (as the case may require) will:
- (a) at all times comply with and observe all of the covenants set out in this Covenant;
- (b) at all times comply with and observe all of the obligations in the Management Agreement;
- (c) promptly pay all moneys due to the Manager under the Management Agreement, free of any deduction, withholding or setoff; and
- (d) comply with all of the Bylaws.

**Remedies for Breach or Non-Observance by Owner**

7. If there should be any breach or non-observance by the Owner of any of the covenants or restrictions contained in this Covenant (including those contained in the Management Agreement), then without prejudice to any other liability which the Owner may have to the Manager or any person or persons having the benefit of the covenants and restrictions, the Owner will upon written demand pay to the Manager as liquidated damages the sum of Five Hundred Dollars (\$100.00) plus GST per day for every day or part day that the breach or non-observance of the covenants continues from and after the date upon which written demand is made until the breach is remedied. The said amount of \$100.00 plus GST shall be increased annually by reference to the Consumer Price Index ("CPI").
8. Notwithstanding clause 7, the Manager will be entitled to seek immediate injunctive relief or to seek specific performance if it considers damages may not be an adequate remedy, if the Owner breaches any of the covenants under this Covenant, but without limiting any other rights at law or in equity available to the

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

--

Annexure Schedule

Page 4 of Pages

2015/5049  
APPROVED  
Registrar-General of Land

*Insert instrument type*

*Continue in additional Annexure Schedule, if required*

Manager.

9. Any expenses and costs (including legal costs incurred by the Manager on a solicitor client basis) incurred by the Manager in enforcing the covenants in this Covenant (including those contained in the Management Agreement) against the Owner shall constitute a debt and any moneys due and payable by the Owner shall be enforceable against the Owner as if it were a debt.
10. The parties expressly acknowledge and agree that the terms of this Covenant shall be read subject to the terms of clause 16 of the Management Agreement.

**Auckland Council**

11. For the purposes of section 12 of the Contract and Commercial Law Act 2017, Auckland Council (or its successors and assigns from time to time) is intended to be a beneficiary of the covenants in this instrument in so far as it may require to enforce any breach of the covenants in relation to the activities allowed to be carried out on specific lots (see clauses 40 and 41 in particular of consent SUB600364409A).

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

**Annexure Schedule**

Page 5 of Pages

**2015/5049  
APPROVED  
Registrar-General of Land**

*Insert instrument type*

[Empty rectangular box for instrument type]

*Continue in additional Annexure Schedule, if required*

**ANNEXURE SCHEDULE 2  
Management Agreement**

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

**PROPERTY MANAGEMENT AGREEMENT  
RELATING TO THE MATAKANA COUNTRY MARKET**

[  
**The Manager** ]

AND

[  
**The Owner** ]





**REFERENCE SCHEDULE**

1.1 **Land**

The land situated at Matakana Country Park, Omaha Flats Road, Matakana, Auckland and legally described as Lot 2 Deposited Plan 185730, Record of Title NA116A/813 and as subsequently divided into Lots.

1.2 Lot

[ ]

1.3 **Commencement Date**

The date the Owner settles the purchase of the Lot.

1.4 **Permitted Use**

The Permitted Use of the Lot shall be [ ], being the use specified for the Lot in PC 148 or any other applicable planning document from time to time.

1. **Definitions**

1.1 *Definitions* -In this Agreement unless the context otherwise requires:

**Agreement** means this agreement and includes any and all schedules forming part of this agreement.

**Annual Levy** means the annual levy for each Owner set by the Manager in each Financial Year in accordance with clause 14 of this Agreement;

**Authority** means any local body government or other authority or council controlled organisation or any authority having jurisdiction or authority over or in respect of any part of Matakana Country Park or its use;

**Bank** means a bank registered under the Reserve Bank of New Zealand Act 1989.

**Bylaws** means bylaws made by the Manager from time to time under clause 7.1;

**Common Facilities** means the common facilities and services (and associated machinery) comprised within Matakana Country Park owned, leased, licensed, maintained, entitled by easement or otherwise legally enjoyed in whole or in part by the Manager or any registered proprietor of any Lot where the Manager licences the registered proprietor to use and enjoy such common facilities, and as designated as common facilities by the Manager from time to time, including but without limitation:

- (a) rights of way and common accessways including an Owner's undivided share in Lot 10 which shall be managed by the Manager as part of the Common Facilities;
- (b) electricity, telecommunications, water, waste water, drainage, gas and other utility supplies, services and infrastructure;
- (c) Common Private Infrastructure;
- (d) common area lighting;
- (g) services to common areas, such as security, rubbish removal and cleaning;
- (h) the provision of such other facilities and services which the Manager determines (acting reasonably) serves or should serve Matakana Country Park and be administered by the Manager;

**Common Private Infrastructure** means the infrastructure facilities within Matakana Country Park required to be maintained by an Authority and referred to in clause 9;

**Developer** means Matakana Museum Limited as trustee of the Matakana Museum Trust and its successors and assigns;

**Encumbrance** means an encumbrance instrument (referred to in clause 10) in favour of the Manager (and at the option of Auckland Council in favour of Auckland Council in such form as they may require) registered against each Lot, which provides security for compliance by the Owner with its obligations under this Agreement and the Land Covenants;

**Facility Expenses** means in each Financial Year the sum total of all payments, costs, expenditures, liabilities, rates, taxes and any other expenses incurred by the Manager, and which have been properly and reasonably incurred and/or paid:

- (a) in respect of the provision, operation and maintenance of the Common Facilities, including the cost associated with Common Private Infrastructure and Major Facility Works;
- (b) in the operation of the Manager (including reasonable management fees at market rates as charged by proper and professional managers from time to time), insurance premiums and expenses, and market rental and outgoings payable on the lease of the managers office at Matakana Country Park (if any);
- (c) in the administration and enforcement of a scheme for the unified management of Matakana Country Park;

and will include (without limitation) the following:

- (d) all rates levied by any Authority which are at any time levied upon the Common Facilities or are paid or payable by the Manager as a result of the receipt of any money under this Agreement (if any);
- (e) all premiums and costs payable by the Manager in respect of all policies of insurance effected in respect of Matakana Country Park and the Common Facilities for sums insured up to their full replacement value against loss, damage or destruction by such risks as the Manager may deem necessary or desirable, including consequential loss and public risk liability;
- (f) the cost of operating, supplying, servicing, maintaining, inspecting, testing and repairing all services and utilities from time to time provided to the Owner, the Lot or generally at Matakana Country Park, including water supply equipment and systems, communications equipment and systems, fire fighting and protection equipment and systems, emergency or other alarm services or systems, security and monitoring services and systems, electrical supply equipment and systems, waste and rubbish and disposal systems and the plant and equipment required for any of such or other services and systems;
- (g) all charges for lighting, gas and power, and all other forms of energy incurred by the Manager in connection with the Common Facilities, and other services or requirements furnished or supplied to the Common Facilities for the general benefit or purposes of the Common Facilities, including maintenance costs of lighting and power systems and equipment;
- (h) all costs in respect of Matakana Country Park, for the costs of the removal and disposal of all waste and garbage from all Lots contained in Matakana Country Park;
- (i) all costs for the provision, at intervals deemed appropriate by the Manager, of security services to the Common Facilities or Matakana Country generally;
- (j) all costs of repairs, maintenance, renovations, and replacement of the Common Facilities from time to time;
- (k) all costs and expenses (including the costs of obtaining necessary reports) payable, incurred or suffered by the Manager in complying with any Owner's obligations under the Building Act 2004;
- (l) all other items of expense which the Manager, acting reasonably, considers necessary to incur for the good management and appearance of the Common Facilities, including the collection of a long term maintenance fund or sinking fund;
- (m) all costs of managing, controlling and administering the Common Facilities, including such costs that consist of wages, allowances or other emoluments paid to persons employed by or contracted to the Manager;
- (n) any other costs incidental to the above or which the Manager regards as necessary for the attainment of the objects and duties of the Manager; and

provided that any casual income derived by the Manager from letting out the Common Facilities shall be credited back against Facility Expenses.

**Financial Year** means:

- (a) the period from the date of this Agreement to the following 31 March; and subsequently
- (b) each 12 month period commencing on 1 April and ending on the following 31 March or such other period selected by the Manager;

**GST** means goods and services tax charged under the Goods and Services Tax Act 1985;

**Initial Permitted Use** shall be the only use permissible for the Lot being that use specified in the Reference Schedule.

**Land** means the fee simple land comprising title namely Lot 2 DP 185730, Computer

Freehold Register NA116A/813 as subdivided into Lots by the Developer from time to time.

**Land Covenant** means the land covenant referred to in clause 10 for the benefit of the Manager and contained in an easement instrument registered against the title of the Lot, which obliges the registered proprietor or proprietors to be parties to this Agreement and perform certain other obligations;

**Levy and Levies** means the Annual Levy and any special or particular levies due for payment by an Owner to the Manager in accordance with clause 14;

**Lot** means any Lot resulting from the subdivision of Lot 2 DP 185730 as identified in the Reference Schedule;

**Manager** means the entity that from time to time as listed on the front page of this Agreement and which is the registered proprietor of the Manager's Lot, together with the manager's designated subcontractors or other parties authorised by the manager to carry out the manager's duties under this Agreement from time to time;

**Manager's Lot** means Lot 3 Deposited Plan 519220 or Lot 5 DP 519220 in accordance with clause 37 of SUB60036409A (if required).

**Major Facility Works** means major works on Common Facilities involving the repair, maintenance, replacement, or substantial renewal of those Common Facilities on a basis which is expected to be infrequent and to involve large sums of expenditure and whether of a capital or maintenance nature or otherwise;

**Matakana Country Park** means the mixed use development known as Matakana Country Park which is located on the Land;

**Occupier** means the person or persons occupying (permanently or temporarily) or entering on to any Lot or part of a Lot as Occupier under any lease, sublease, licence or other occupancy right and their contractors, employees, agents, workers, visitors and invitees;

**Owner** means a person who is registered as a proprietor (whether individually or with others) of an interest in land or a Lot in Matakana Country Park for which a separate Record of Title has been issued (including a unit title or certificate of title for an estate in fee simple) and where the context requires includes an Occupier;

**Ownership Interest** means initially an allocation of 11.11% for each Lot as set out in the second schedule of this Agreement. The Manager reserves the right to have this reassessed based on the relative value of a Lot in relation to each of the other lots as assessed by a registered valuer and the second schedule of this Agreement will be amended accordingly;

**PC 148** means plan change 148 approved by Auckland Council and the Environment Court in relation to Matakana Country Park and incorporating development plan 14AN, as varied by subdivision consent dated 16 June 2017 being numbered SUB-67771 and SUB60036409 (which among other things swap over the lot numbers of lots 6 and 7), SUB60036409A, and any subsequent planning document from time to time.

**Watercare** means Watercare Services Limited, a local authority trading enterprise established by the Auckland Council to provide water and wastewater services, and includes any other company, enterprise or Authority which has statutory responsibility for water, stormwater and wastewater services to Matakana Country Park from time to time;

**Working Day** means any day of the week other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day, and
- (b) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive;
- (c) the day observed as Auckland Anniversary Day;
- (d) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following day.

1.2 **Extent of working day** A Working Day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

1.3 **Acts outside of the working day** Any act done pursuant to this Agreement by a party after

5.00 pm on a Working Day, or on a day which is not a Working Day, shall be deemed to have been done at 9.00 am on the next succeeding Working Day. Where two or more acts (including service of notices) done pursuant to this Agreement are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for the first sentence of this clause.

- 1.4 **Effect of headings** Headings are included for convenience only and do not affect the interpretation of this Agreement.
- 1.5 **Statutes and regulations** Any reference to a statute includes reference to regulations, orders or notices made under or pursuant to such statute and reference to a statute or regulation includes references to all amendments to that statute or regulation whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to.
- 1.6 **Alternative terms** Words importing the singular number shall include the plural, the masculine gender shall include the feminine, persons shall include companies, and vice versa.
- 1.7 **Schedules and annexures** The Schedules and Annexures to this Agreement form part of this Agreement.
- 1.8 **References to currency** All references to currency are to \$NZ exclusive of GST (if any) unless expressly specified to the contrary.
- 1.9 **References to "including"** Reference to "including" or "includes" are not words of limitation.
- 1.10 **GST** Goods and Services Tax shall be paid by any party in receipt of a taxable supply in addition to any consideration therefor.

## 2. **TERM**

This Agreement shall commence on the Commencement Date specified in the Reference Schedule and run for the term expiring on the date that the Owner settles the sale of the Lot and complies with all the requirements for completing the sale of a Lot as specified in this Agreement and the Land Covenant, including paying any moneys due by the Owner to the Manager.

## 3. **OBJECTS, PURPOSE AND DUTIES**

- 3.1 **General object** This Agreement creates a contractual relationship between the Manager and the Owner for the management, control, maintenance and marketing of Matakana Country Park, including its Common Facilities and the Lot and to ensure that Matakana Country Park and the Lot operate as a premier mixed use development.
- 3.2 **Specific purpose of the Manager:**
  - (a) To provide a cohesive management service to the Owners of Matakana Country Park as required by PC 148.
  - (b) To ensure that the activities / uses (including restrictions on residential activity), and the restrictions on further subdivision the subject of PC 148 are carried out strictly in accordance with the requirements of PC 148.

## 4. **GENERAL DUTIES**

- 4.1 The General Duties of the Manager shall be to:
  - (a) maintain the operation of Matakana Country Park as a premier mixed use destination strictly in accordance with the requirements of PC 148;
  - (b) act as first point of contact for all Owners to co-ordinate and manage the operations of the Matakana Country Park as a premier mixed use destination;
  - (c) manage the maintenance, servicing and operations of Matakana Country Park;
  - (d) provide management and infrastructure services to Matakana Country Park;

- (e) provide reports, property information, call tenders and investigate options for maintenance service contracts;
  - (f) establish long range planning and financial strategies to accumulate funds for future maintenance/improvements and refurbishments;
  - (g) in pursuance of 4.1(a) operate, manage, and where applicable lease, licence or let out on hire, the Common Facilities and all improvements and equipment associated with the Common Facilities;
  - (h) ensure the maintenance, preservation and enhancement of the unique character, size and capabilities of Matakana Country Park as a premier mixed use destination;
  - (i) to ensure compliance by the Owner with the Land Covenants, the Encumbrance and this Agreement;
  - (j) to ensure the proper supply, operation, maintenance, repair, renovation and replacement of the Common Facilities;
  - (k) to promulgate and enforce Bylaws, to establish codes of behaviour applicable to the Owners/Occupiers, the Common Facilities, and Matakana Country Park generally;
  - (l) to ensure a continuity of style and design to prevent the use of different and extreme building themes which are not in harmony with Matakana Country Park;
  - (m) maintain the Common Facilities and Matakana Country Park generally as a safe, clean and well presented environment having regard to the age, appearance and aesthetics of Matakana Country Park as a whole;
  - (n) to act as the agent of the Owner when carrying out these duties as applicable;
  - (o) to liaise and consult with the Owner to ensure an integrated management plan for Matakana Country Park as a whole;
  - (p) provide management infrastructure for the marketing of Matakana Country Park as a premier mixed use destination; and
  - (q) to do any other thing incidental or conducive to the attainment of any of the above objects.
- 4.2 **Manager's level of expertise** The Manager shall ensure that any party carrying out the Manager's duties and obligations under this Agreement shall:
- (a) have the appropriate skills, knowledge, and relevant industry experience to carry out the obligations of the Manager under this Agreement;
  - (b) employ the requisite staff and maintain sufficient business structure to fulfill the obligations under this Agreement;
  - (c) Operate a trust bank account for all moneys received under this Agreement.
- 4.3 The Manager has the right to sub-contract or otherwise delegate to a third party, provided that third party shall meet the skill, knowledge, and experience requirements set out in this section.
5. **SECRETARIAL DUTIES**
- 5.1 The Owner appoints the Manager for the term of this Agreement to carry out the following secretarial duties:
- (a) maintain a Register of Owners of Matakana Country Park;
  - (b) arrange an annual valuation for insurance purposes, obtain insurance cover of the Common Facilities for full replacement value;
  - (c) arrange for Owners and their mortgage interests to be notified on the insurance policy (if required);
  - (d) set the annual budget as part of carrying out the Manager's duties under this Agreement, and to recover from the owners any moneys based on each Owner's Ownership

Interest.

## 6. PUBLIC RELATIONS AND MATAKANA COUNTRY PARK REPRESENTATION

- 6.1 The Public Relations and Matakana Country Park liaison duties of the Manager shall be to:
- (a) promote a positive and harmonious working relationship between Owners, Occupiers and neighboring owners, acting always in the best interests of the Owners.
  - (b) report to the Owners on any commercial matters affecting the Matakana Country Park and to report to Owners on commercial matters affecting their interests in the Matakana Country Park.
  - (c) provide liaison and communication between all Owners and to coordinate communications between Owners and to maintain harmonious commercial relationships between Owners.

## 7. BYLAWS

- 7.1 The duties of the Manager as they relate to Bylaws shall be to:
- (a) promulgate Bylaws for the use of the Common Facilities (including any restrictions on use for security, maintenance or other reasons);
  - (b) promulgate Bylaws concerning the behaviour of Owners and Occupiers;
  - (c) amend and review the Bylaws as appropriate; and
  - (d) enforce the Bylaws at the cost of the Owner (including recovery of legal costs on a solicitor client basis), taking such action in this regard as the Manager thinks fit.
- 7.2 The initial set of Bylaws is attached as the first schedule to this Agreement.

## 8. COMMON FACILITIES

- 8.1 **Repair of Common Facilities** The Manager will ensure the proper use, operation, maintenance, repair, renovation and replacement of the Common Facilities, so as to keep the Common Facilities in good order consistent with standards generally proposed or adopted in facilities of similar nature, and to prevent them from becoming a danger or nuisance, and will undertake such Major Facility Works as are necessary for this purpose. All costs in this regard shall be recovered by the Manager as part of the Facility Expenses.

### **Owner's Assistance for Common Facilities and no objection to certain special events carried on from the Managers Lot**

- 8.2 The Owner acknowledges that development and maintenance of Matakana Country is ongoing. The Owner will allow the Manager access to and across their Lot to the Common Facilities as may be necessary or desirable and to add, replace, alter or remove structures and services forming part of the Common Facilities.
- 8.3 The Owner agrees:
- (a) to grant the Manager access to the Common Facilities via the Owner's Lot with such vehicles, machinery and tools as the Manager directs for the purpose of maintenance or Major Facility Works to the Common Facilities. The Manager will:
    - (i) make good any damage caused by the Manager accessing a Owner's Lot; and
    - (ii) not unreasonably interfere with that Owner's quiet enjoyment of the Owner's Lot,
  - (b) not to require any form of consent or prevent, hinder or obstruct in any way the use by the Manager to the addition, replacement, alteration or removal (where not required) of structures and/or services forming part of the Common Facilities by the Manager, or the granting of any interests in the Common Facilities by the Manager;

- (c) to permit the Manager to temporarily close or not provide any Common Facility as may be required for maintenance or Major Facility Works to be effected or as may be necessary or desirable; and
  - (d) to sign any document or do any other thing reasonably necessary to give effect to any obligation contained within this Agreement, or to support any resource consent, building consent or other authorisation applied for by or on behalf of the Manager in respect of Matakana Country Park;
  - (e) to not object to the Manager carrying out up to 12 special events per annum on the Managers Lot to market and promote Matakana Country Park.
- 8.4 **Service Contractors and Utility Suppliers** The Manager may, from time to time, nominate a service contractor (with respect to management, maintenance, security or other such services as the Manager considers desirable) or a utility supplier (with respect to the supply of utilities) to the Common Facilities as a service contractor or utility supplier (on an exclusive or non-exclusive basis) to Matakana Country Park.
- 8.5 If the Owner wishes to contract for services within Matakana Country Park where a service contractor or utility supplier has been nominated in respect of those services or utilities, the Owner will use that nominated service contractor or utility supplier, provided they are providing services or utilities at current market rates.
- 8.6 **Owner to use common facilities only for designated purposes** The Owner will use, enjoy and operate the Common Facilities only for their designated or proper purposes.
9. **COMMON PRIVATE INFRASTRUCTURE**
- 9.1 **Wastewater** The Manager will maintain, repair and manage the common wastewater management systems located within Matakana Country Park that discharge into the drainage fields on lots 3, 4, and 9. The cost shall be recovered as a Facility Expense.
- 9.2 **Landscape Management Plan and Waterways Management Plan:** The Manager shall maintain, repair, and manage any common Landscaping and Waterways as imposed by any applicable Landscape Management Plan and / or Waterways Management Plan within Matakana Country Park. In particular, but without limitation, the Manager shall implement the actions as stated in the report prepared by Form & Foliage dated 31 June 2018. The cost shall be recovered as a Facility Expense.
- 9.3 **Telecommunications, power and gas utilities** The Manager will maintain, repair and manage the telecommunications, power or gas management systems located within Matakana Country Park and such systems are to be maintained to the requirements of the respective utility suppliers. The cost shall be recovered as a Facility Expense.
- 9.4 **Associated equipment** The infrastructure facilities referred to in this clause and serving Matakana Country Park, include all wastewater, telecommunications, power and gas lines with associated equipment such as pumps, pre-treatment devices, any detention devices, fire fighting and water supply equipment, switches, alarms, monitoring equipment and all other common utilities such as generators. The cost shall be recovered as a Facility Expense.
- 9.5 **Fire protection** The Manager will use all reasonable endeavours to protect people and property from the effects of fire including all such preventative and safety measures which may have been required of proprietors under any building consent. The cost shall be recovered as a Facility Expense.
- 9.6 **Access** Where it is necessary for Watercare (if applicable), an Authority or a utility supplier to obtain access to an infrastructure facility within Matakana Country Park to inspect the same or undertake work thereon, then the Manager and any affected Owner shall provide such access as is necessary (including with workers, equipment and contractors) to complete such inspection and work provided that as little interference as necessary must be caused to the Owner or to any lessee of the Owner in the operation of any business carried on within Matakana Country Park. The Manager will carry out any actions or works as instructed by any Authority in relation to the operational monitoring and maintenance of the Common Private Infrastructure and associated equipment as necessary to comply with any Authority's requirements.

- 9.7 **Granting Access** The Manager may, from time to time, grant access to the Common Facilities to any person for the purpose of constructing, erecting, operating or maintaining the Common Facilities.
- 9.8 **Costs** The costs associated with the Common Private infrastructure will form part of the Facility Expenses, to be shared amongst the Owners in accordance with clause 14 of this Agreement.

## 10. LAND COVENANT AND ENCUMBRANCE

- 10.1 The mutual rights and obligations contained in the Land Covenant and the Encumbrance will run with the Lots and will automatically bind each Owner to the following obligations:
- (a) the Land Covenant will be registered against the title to each Owner's Lot in favour of the Manager's Lot whereby each Owner covenants to enter into this Agreement, and to perform the obligations of an Owner as set out in this Agreement and otherwise containing terms reasonably required by the Manager from time to time;
  - (b) The Encumbrance will be registered against the title to each Owner's Lot to secure compliance by the Owner and Occupiers with the Land Covenant and this Agreement;
  - (c) The rights, privileges and obligations of an Owner are not assignable (except by transfer of the Lot to a new Owner in accordance the requirements of this Agreement); and
  - (d) Each Owner will, immediately before ceasing to be an Owner, provide the Manager with the details and documents necessary for maintenance of the register of Owners in respect of the new registered proprietor of the Lot and, upon entry of the details into the register, the new registered proprietor will become an Owner.
- 10.2 **Companies and Trusts** Where a company, trust or other non-natural person is a registered proprietor of a Lot, that company, trust or non-natural person must nominate a natural person (being a director, officer, trustee or equivalent of that non- natural person) to be the Owner for and on behalf of that non-natural person.

## 11. PAYMENT OF RATES AND COMPLIANCE WITH LEGAL OBLIGATIONS

- 11.1 The Owner will promptly and fully pay any rates, taxes and charges levied by any Authority on the Lot and will otherwise comply with all legal obligations in respect of the Lot.

## 12. CHANGE OF OWNER/OCCUPIER

### Obligations on Sale

- 12.1 Each Owner will, prior to completing the sale of a Lot, procure the purchaser to enter into, execute and deliver to the Manager a Management Agreement in the same form as this Agreement executed by the purchaser.
- 12.2 The Owner shall notwithstanding any other provision in this Agreement, remain liable for sums owed to the Manager in respect of that Lot to the date the Manager is notified of the settlement of the sale.
- Each Owner will, prior to completing the sale also complete the following:
- (a) ensure all monies (including any penalty interest) owing under this Agreement have been paid;
  - (b) pay the Manager's solicitors costs for any work relating directly or indirectly to the sale or transfer of the Owner's Lot (including the preparation and completion of a new Management Agreement with the new owner), regardless of completion of the sale or otherwise; and
  - (c) obtain approval for the sale from the Manager which shall not be unreasonably withheld.

- 12.3 The registration of a transfer of an Owner's interest in any Lot does not relieve that Owner from any liability arising prior to the date the Manager is notified of the settlement of the sale.
- 12.4 The Owner shall not be entitled to any refund of any Levies or any other financial contribution paid to the Manager.
- 12.5 **Ownership fee** The Manager will be entitled from time to time to set such reasonable fee in relation to the sale of a Lot as the Manager in its sole discretion determines. If the Manager incurs third party costs in relation to the sale the applicant or seller will meet those reasonable third party costs.
- 12.6 **Liability of purchaser** The purchaser of the Lot shall be liable as a Owner for any indebtedness of the vendor to the Manager provided that this sub-clause does not apply where that purchaser obtains a levy certificate pursuant to clause 12.8 prior to becoming a registered proprietor of the Lot certifying that no outstanding Levies are payable in respect of that Lot.
- 12.7 **Levy certificate is conclusive** A levy certificate pursuant to clause 12.8 shall be conclusive as to the sum of any outstanding Levy payable in respect of a Lot.
- 12.8 **Levy certificate** The Manager will, on the application of an Owner, or any person authorised in writing by such Owner, provide the Owner or authorised person with a levy certificate calculated to the date specified in the application. The statement will show:
- (a) the Levy Estimate of such Owner's proportion of Facility Expenses for the current Financial Year;
  - (b) payments made by the Owner on account of Facility Expenses in the current Financial Year;
  - (c) payments due from the Owner on account of Facility Expenses in the current Financial Year and not paid by the Owner;
  - (d) the amount of any other Levies of the Owner which are then recoverable or will be recoverable pursuant to clause 16;
  - (e) any accumulated unpaid default interest;
  - (f) the manner and time of payment of the Levy Estimate;
- and, in favour of any person dealing with that Owner, the certificate will be conclusive evidence of the matters certified therein. The Owner will apply for a levy certificate on each occasion that an Owner transfers ownership of a Unit.
- 12.9 **Owner not to request change to Use:** The Owner acknowledges that no change to the use of the Lot set out in PC 148 and the reference schedule of this Agreement is possible, unless a resource consent for such change is obtained from Auckland Council or the relevant Authority.
13. **COMPLIANCE BY OCCUPIERS**
- 13.1 **Owners liable for acts of occupiers and invitees** A reference to an act or omission by any Owner shall include any act or omission by any Occupier of that Owner's Lot.
- 13.2 **Owner to advise the Manager of occupier details** An Owner must advise the Manager of details of all Occupiers of the Owner's Lot and each Occupier will be deemed to have knowledge of this Agreement and the Bylaws and each Owner is responsible and shall be held liable for acquainting the Occupier with this Agreement and the Bylaws.
- 13.3 **Owner to ensure compliance by occupiers** The Owner must take all reasonable steps (including enforcing the terms of any lease/licence) to ensure that their Occupiers comply with this Agreement.
14. **ANNUAL LEVIES**
- 14.1 **Power to levy the Owner** The Manager shall levy the Owner for the costs of carrying out the duties (including but not being limited to the collection and payment of the Facility Expenses)

prescribed by and in exercising the powers reserved to it by this Agreement.

- 14.2 **The Budget** Prior to or as soon as practicable after the commencement of each Financial Year or part thereof, the Manager will by written notice advise the Owner of the Manager's budget of the Facility Expenses and contingency sums special levies/marketing levy for that Financial Year (**Budget**), such Budget will state the anticipated Annual Levy (**Levy Estimate**) as deducted from the Budget for the Lot. The Levy Estimate shall be calculated according to Ownership Interest, or such other method as the Manager considers to be fair and reasonable, having regard to industry standards for calculating and collecting such levies.
- 14.3 **Periodic payment of Levy Estimate** During the Financial Year, the Owner will pay and the Manager will recover the Levy Estimate by equal monthly installments, on or before the first day of the applicable period.
- 14.4 **Delay in advising Levy Estimate** If the Manager has failed to advise an Owner of the Levy Estimate for a Financial Year before the date the first payment is due in any Financial Year, the Owner will on that date and every other date on which a payment is due pay the Levy Estimate applicable to the previous Financial Year until otherwise advised by the Manager.
- 14.5 **Statement of Facility Expenses** As soon as practicable after the end of each Financial Year the Manager will provide each Owner with an itemised statement of the actual Facility Expenses (including contingency sums/special levies/marketing levies) for the just completed Financial Year (or part thereof). If the Owner's proportion of the actual Facility Expenses (including contingency sums/special levies/marketing levies) as assessed by the Manager for the previous Financial Year is greater than the total of the monthly payments made by the Owner under clause 14.4, the Owner will within one month of notification pay to the Manager the difference. If the Owner's proportion of the actual Facility Expenses for the previous Financial Year as assessed by the Manager is less than the total of the monthly payments made by the Owner under clause 14.4, the Manager will credit the difference to the Owner's liability for payments due in the then current Financial Year. An Owner may request the Facility Expenses to be subject to an independent audit at the Owner's cost.
- 14.6 **Personal obligation** Levies are the personal and individual debt of the Owner. No diminution or abatement of Levies is allowed for inconveniences arising from making of repairs or improvements to the Common Facilities. An Owner is not exempted from liability for any Levies through non-use of Common Facilities or otherwise.
15. **SPECIAL AND PARTICULAR LEVIES**
- 15.1 **Infrequent large expenditure levy** The Manager may, from time to time, fix a levy to be paid by each Owner in addition to the monthly instalments of the Levy Estimate for that Owner, to be set aside as a sinking fund to allow for and to meet the cost of Major Facility Works and repair, maintenance and replacement of a capital nature.
- 15.2 **Marketing levy** The Manager may, from time to time, establish a marketing fund (**Fund**). The Fund will be controlled and operated by the Manager
- 15.3 The Fund will be used to:
- (a) enable the business activities carried on in the Matakana Country Park to be marketed in an efficient and professional manner;
  - (b) give all Owners the advantage of unity of action in marketing the business; and
  - (c) market the business as a whole and for that purpose will be used to advertise in any way thought appropriate by the Manager or carry out promotional activities as decided by the Manager.
- Contributions to Fund**
- 15.4 The Owner shall pay to the Fund a marketing levy as set by the Manager in accordance with generally accepted industry standard to market a mixed use premier destination development, which shall form part of the monthly installments of the Levy Estimate for that Owner.
- 15.5 All contributions and monies forming the Fund will be banked in a trust account and shall be expended by the Manager solely in connection with the promotion of the businesses carried

on in the Matakana Country Park and for the management and administration expenses of operating the Fund.

- 15.6 The Fund will be held on trust by the Manager for the purposes set out in this clause and the Manager will account to any successor in title to the Manager in respect of the Matakana Country Park at any future time for the balance of such Fund upon the devolution of the interest of the Manager.
- 15.7 The Manager may at any time on giving not less than three month's notice in writing to the Owner to terminate the Fund, in which event no further contribution shall be payable by the Owner after the date of such termination, and any monies remaining in the Fund shall be distributed to the Owners at the date of termination in such manner as the Manager considers equitable having regard to the level of contributions by the Owners.
- 15.8 The Manager will provide an annual marketing plan to the Owner (or special fund plan as required from time to time) communicating the use of such marketing funds and as to reasonably assess any contribution of ideas and plans the Owner provides.
- 15.9 **Additional levies** If the Levy Estimates collected by the Manager in any Financial Year prove insufficient for any reason, including non-payment of any individual levies, the Manager may make an additional levy and recover the same from the Owner in the same manner as the Annual Levies.
- 15.10 **Special Levy** In addition to the levies imposed under clauses 15.1, 15.2 and 15.3, the Manager may also impose a Special Levy where either the following has occurred:
- (a) Where willful or negligent damage is caused by or purposeful work or act undertaken at the request of the Owner (or their agent, contractor, employee, occupier or invitee), then such cost shall be at the sole expense of the Owner;
  - (b) Where costs are incurred as a result of the Owner's breach of any of the provisions of this Agreement, then the Owner solely shall pay such costs including any legal costs on a solicitor client basis;
  - (c) Where circumstance and fairness dictates that particular costs should be otherwise allocated, then such costs shall be fairly allocated between the Owners having the benefit thereof; and
  - (d) Where the Manager incurs costs whilst carrying out its obligations under this Agreement and these costs relate directly to the Owner.
16. **DEFAULT NOTICE AND RESTRICTIONS ON MANAGERS ENCUMBRANCE**
- 16.1 **Action in the event of default** On any breach of this Agreement, the Bylaws, the Land Covenant or the Encumbrance by an Owner or by an Occupier of the Owner, the Manager may take the following action against the Owner (**Offending Owner**):
- (a) the Manager at any time thereafter during the continuance of such breach, may serve a default notice on that Offending Owner at his or her last known address specifying in detail the breach which it alleges has occurred and requiring the breach to be remedied, together with payment of any accrued interest, costs including legal costs on a solicitor client basis, charges and expenses incurred by the Manager by reason of such default.
  - (b) The default notice shall fix a further day (not being less than five working days from the date of the notice) on or before which the breach is to be remedied..
  - (c) A copy of any default notice served on an Offending Owner shall be served concurrently on any mortgagee registered on the title of the Offending Owner's Lot.
  - (d) Subject to clause 16.2, if such breach continues after expiry of the date for compliance specified in the default notice, the Manager may:
    - (i) do anything, including paying money, necessary to remedy the default;
    - (ii) take action to enforce the terms of the Land Covenant;
    - (iii) take action to enforce the terms of the Encumbrance; and

- (iv) take any other action at law or in equity that may be available to the Manager for the enforcement of this Agreement.

16.2 Notwithstanding anything to the contrary contained in this Agreement, the Land Covenant, or the Encumbrance, where there is a bona fide third party mortgagee (Third Party Mortgagee) of the Offending Owner's Lot, the Manager shall at the request of a Third Party Mortgagee enter into:

- (a) a deed of subordination in the form reasonably required by the Third Party Mortgagee to fully subordinate the Managers rights to take enforcement action under the Encumbrance and rights to receive payments under the Encumbrance; and
- (b) a mortgage priority instrument, to be registered in landonline edealing workspace, to alter the priority of the Encumbrance, so that it ranks subsequent to the Third Party Mortgagee's mortgage.

For the avoidance of doubt a "Third party Mortgagee" includes a registered trading bank or financial institution having a mortgage registered against the Lot.

16.3 The parties agree that if for any reason the Third Party Mortgagee exercises its enforcement rights and:

- (a) the Offending Owners Lot is sold to a new owner with settlement being completed; or
- (b) the Encumbrance is removed from the title to the Offending Owner's Lot;

then the Manager accepts that it will no longer be secured against the title to the Lot for the payment of money due to the Offending Owner pursuant to this Agreement (including the Land Covenant and the Encumbrance), but any new owner of the Lot shall arrange for the Encumbrance to be registered against the title to the Lot. For the avoidance of the doubt the new owner is not liable for any liquidated damages or any other moneys due and owing by the previous Owner of the Lot to the Manager.

16.4 **Interest payable on arrears** If any money payable by an Offending Owner to the Manager is in arrears and unpaid for five working days (whether or not formal demand for payment has been made and without any formal demand being necessary) such money shall be payable on demand and shall bear interest at the rate of 5% above the Manager's banker's overdraft rate (or in the absence of such rate such other benchmark lending rate as nominated by the Manager) applicable during the continuance of the default computed on a daily basis from the due date until the date of payment in full.

16.5 **No amendment to this section** No amendment to this section of this Agreement shall be made while there is a registered Third Party Mortgagee, unless the registered Third Party Mortgagee consents in writing to the amendment. Any amendment to this section of this Agreement without the prior written consent of the registered Third Party Mortgagee shall be of no effect.

## 17. MUTUAL DEFAULT UNDER LAND COVENANTS AND ENCUMBRANCE

17.1 Default by an Owner under this Agreement shall be deemed a breach by the Owner of his, her or its mutual obligations under the Land Covenants and vice versa.

17.2 Default by an Owner under this Agreement shall be deemed a breach by the Owner of his, her or its obligations under the Encumbrance and vice versa.

## 18. DEFAULT BY MANAGER

18.1 Where the Manager makes default of the Manager's obligations under this Agreement the Owner may take the following enforcement action against the Manager:

- (a) serve a default notice on the Manager specifying in detail the breach which the Manager alleges has occurred and requiring the breach to be remedied.
- (b) on receipt of a default notice the Manager shall:

- (i) forthwith take all proper and necessary steps to remedy the default complained of by the Owner; or
  - (ii) if the Manager does not accept that the Manager is in default of the Managers obligations under this Agreement, then the Manager shall refer the matter to mediation or arbitration or court proceedings at the Manager's discretion (Dispute Resolution).
- (c) where the default under this agreement that the Owner complains of relates to an allegation that the Manager is not carrying out the Manager's duties and obligations to the requisite standard provided for under this Agreement and a written resolution to that effect signed by 75% or more by number of Owners is provided to the Manager, then the Dispute Resolution process provided for under clause 18.1(b)(ii) shall apply and the parties expressly acknowledge and agree the dispute resolution process empowers the appointed party hearing the dispute to make an order that the Manager shall sell the Manager's Lot and all associated rights to a third party purchaser at current market value with settlement within 90 days of such order having been made, and from the date that the order is made until the date of settlement the Manager shall not be paid any remuneration for carrying out the Manager's duties (but the normal costs of running the Common Facilities shall be payable during this period).

## 19. NOTICES

19.1 **Notices** All notices and other communications required under this Agreement shall be in writing and shall be delivered by hand or by properly addressed prepaid fastpost or airmail postage or sent by email or facsimile transmission, and in the case of notices to or communications with:

- (a) any Owner, shall be addressed to that Owner at the address of that Owner's lot or at such other address as the Owner may from time to time notify the Manager in writing;
- (b) the Manager, shall be addressed to the intended recipient at the registered office of the Manager.

19.2 **Deemed delivery** Any notice or communication given in terms of this clause shall be deemed to have been delivered:

- (a) in the case of delivery by prepaid fastpost or airmail postage, if:
  - (i) posted within New Zealand to a destination within New Zealand, 2 working days after posting;
  - (ii) posted within New Zealand to a destination outside New Zealand, 5 working days after posting;
  - (iii) posted outside New Zealand to a destination within New Zealand, 5 working days after posting; and
- (b) in the case of transmission by facsimile, on receipt by the sender of a transmission report showing full transmission free of error to the intended recipient;
- (c) in the case of transmission by email, on sending the email to the intended recipient.

19.3 **No liability for failure to give notice in proper form** The Manager shall not be held liable in any way for failure to give notice to any Owner provided it has delivered such notice by any means specified under this Agreement.

## 20. LIABILITIES AND INDEMNITIES

20.1 **Owner to indemnify the Manager** Each Owner will indemnify and keep indemnified the Manager from and against any action, claim, demand, loss, damage, cost, expense and liability which the Manager may suffer or incur, or for which the Manager may become liable, in respect of or arising from any breach of this Agreement or the Bylaws by the Owner.

21. **APPROVALS**

21.1 Where in this Agreement any reference is made to the approval or consent of the Manager or the Developer:

- (a) unless otherwise stated, such approval or consent will not be unreasonably withheld;
- (b) no approval or consent given on any occasion by either of the Manager or the Developer will serve as a precedent for, or be binding in any way with respect to, any future application for consent or approval; and
- (c) such reference will mean the prior written approval or consent of the Manager or the Developer as appropriate.

22. **GENERAL**

22.1 This Agreement constitutes the sole record of this Agreement between the parties in relation to its subject matter.

22.2 Neither party shall be bound by any representation, warranty, promise or the like not recorded herein.

22.3. No addition to, variation, novation or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

23. **COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

24. **SEVERABILITY**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

25. **SUCCESSORS**

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants in this Agreement, and cannot be changed except by written agreement signed by both parties.

26. **ASSIGNMENT OF MANAGER'S INTEREST**

26.1 The Manager's rights and obligations under this agreement are automatically assigned to the registered proprietor of the Manager's Lot from time to time without consent, and the Manager is released from their obligations under this Agreement, with the exception with respect to any antecedent breach.

26.2 On settlement of the sale of the Manager's Lot the Manager shall concurrently assign the Manager's interest as encumbrancee under the Encumbrance.

**EXECUTED AS A DEED**

**Signed by the Manager**  
in the presence of:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**Signed by the Owner**  
in the presence of:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

## **First Schedule**

### **Initial Bylaws**

1. The Owner shall not throw or permit to be thrown or to be dropped or to fall, any articles or substance whatsoever on the Common Facilities
  2. No rubbish or waste shall at any time be burned upon the Lot or the Common Facilities.
  3. The Owner shall not use or permit to be used the Common Facilities or any part thereof for any business or commercial purpose or the display or advertisement of any goods or services except with the consent in writing of the Manager and in accordance with any condition imposed by the Manager.
  4. The Manager shall in the event of emergency be entitled to close the Common Facilities and to prevent and prohibit any person (including the Owner) from entering or remaining thereon. Without affecting the generality of the proceeding provision of this rule, the Manager may close, lock off, or otherwise control, the Common Facilities from time to time and may take all such actions as it deems necessary for the purpose aforesaid provided that the Manager shall have due regard to the business operations of the Owner in enforcing this provision.
  5. The Owner shall not use any advertising medium such as loud speakers, photographs or television or radio broadcasts which may be heard outside the Lot or which may be or become a nuisance or annoyance to any other occupier of Matakana Country Park or the public.
  6. If the name of Matakana Country Park is used by the Owner on letterheads or other business forms or advertising material then the name so used shall be the full and proper name.
  7. The Owner will not issue statements, verbal or written, to the media in respect of Matakana Country Park. Requests for statements or interviews shall be referred to the Manager or its representative.
  8. The Manager and Owner shall ensure that all necessary Council requirements are met prior to undertaking any works which may affect the heritage and/or historic values of the Matakana Country Park as set out in PC 148, and in particular in relation to Lot 7.
-

**Second Schedule  
Ownership Interests**

<b>Lot</b>	<b>Ownership Interest</b>
1	11.11%
2	11.11%
3	11.11%
4	11.11%
5	11.11%
6	11.11%
7	11.11%
8	11.11%
9	11.11%

# View Instrument Details



**Instrument No** 11288436.9  
**Status** Registered  
**Date & Time Lodged** 15 February 2019 16:35  
**Lodged By** Cran, Brett Evan  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



---

Affected Records of Title	Land District
815180	North Auckland
815181	North Auckland
815182	North Auckland
815183	North Auckland
815184	North Auckland
815185	North Auckland
815186	North Auckland
815187	North Auckland
815188	North Auckland

---

**Annexure Schedule:** Contains 2 Pages.

---

## Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Brett Evan Cran as Covenantor Representative on 05/03/2019 09:19 AM

---

## Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Brett Evan Cran as Covenantee Representative on 05/03/2019 09:19 AM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6263  
**COVENANT INSTRUMENT TO NOTE LAND COVENANT**  
 Sections 116(1)(a) & (b) Land Transfer Act 2017



**Covenantor**

*Surname(s) must be underlined or in CAPITALS.*

MATAKANA MUSEUM LIMITED

**Covenantee**

*Surname(s) must be underlined or in CAPITALS.*

MATAKANA MUSEUM LIMITED

**Grant of Covenant**

The **Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, grants to the **Covenantee** (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Wetland, Pond and Waterway Protection	R, S, T, U, V, W, X, Y, Z on DP 519220	815180 - 815188 (incl)	815180 - 815188 (incl)

**Covenant rights and powers (including terms, covenants and conditions)**

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

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

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017.]

[Annexure Schedule 1 \_\_\_\_\_].

## Annexure Schedule

Page 2 of Pages

2015/5049  
 APPROVED  
 Registrar-General of Land

*Insert instrument type*

*Continue in additional Annexure Schedule, if required*

**ANNEXURE SCHEDULE 1**

## Definitions and Interpretation

1. In this instrument, unless the context requires otherwise:

**Council** means Auckland Council and includes any successor or corporation, including any government, local or regional territorial authority, statutory or non-statutory authority or body having jurisdiction over the Burdened Land or any part thereof; and

**Covenanted Areas** means the areas referred to in Schedule A.

2. The wetlands, ponds and waterways located within the Covenanted Areas shall be protected in perpetuity to the satisfaction of the Auckland Council's Team Leader Northern Monitoring and management of the Covenanted Areas shall be undertaken by the registered proprietor and their successor in title for the time being of Lot 3 on Deposited Plan 519220.
3. The Covenantors and their successors in title for the time being shall:
- (a) Preserve the native / exotic vegetation, wildlife habitats and the natural landscape within the Covenanted Areas.
  - (b) Maintain fish passage(s) in accordance with any easement(s) through the Covenanted Areas.
  - (c) Not (without the prior written consent of Council and then in strict compliance with any conditions imposed by Council) cut down, damage or destroy or permit the cutting down, damage or destruction of the vegetation or wildlife habitats within the Covenanted Areas.
  - (d) Not do anything that would prejudice the health or ecological value of the Covenanted Areas, their long term viability or sustainability.
  - (d) Control all invasive plants and animal pests within the Covenanted Areas, with particular reference being given to the site wide ecology and maintenance plan.
4. The Covenantors shall not be deemed to be in breach of this covenant if any of the vegetation within the Covenanted Areas dies from natural fire and/or natural causes not attributable to any act or default by or on behalf of the Covenantors or for which the Covenantors are not responsible.
5. For the purposes of section 12 of the Contract and Commercial Law Act 2017, Auckland Council (or its successor and assigns from time to time) is intended to be a beneficiary of the covenants in this instrument.
6. Notwithstanding anything to the contrary in this instrument, it is agreed that the maintenance of the land between the Lot 9 western boundary being labeled "W" on Deposited Plan 519220 (together with the roughly rectangular piece of land to the south of "W" on Deposited Plan 519220 and ending at Omaha Flats Road) shall be carried out by the registered proprietor of Lot 3 ("the Manager") at the expense of all owners. No trees shall be cut down without the consent of the owner of Lot 9. The Manager will meet with the owner of Lot 9 to assess what work needs to be carried out for the following year on or about 30 March in each year. In respect of these areas the Manager shall maintain them in accordance with the Landscape Management Plan and recommendations provided to and approved of by Council, and in particular, but without limitation, the Manager shall implement the actions as stated in the report prepared by Form & Foliage dated 13 June 2018.

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