



WARKWORTH NORTH PRIVATE PLAN CHANGE

Certificates of Title

Address	Legal Description	Owner
63 SH 1, Warkworth	Sec 15 SO 495251	Middle Hill Limited
	Sec 17 SO 495251	Middle Hill Limited
	Sec 24 SO 495251	Middle Hill Limited
	Sec 20 SO 495251	Civil, Ian Donald Shepard & Joan Colleen
	Pt Lot 1 DP 180823	The Roman Catholic Bishop of Diocese of Auckland
	Lot 2 DP 180823	The Roman Catholic Bishop of Diocese of Auckland
27 SH 1, Warkworth	Lot 1 DP 405448	Mulligan, Kathleen
	Sec 4 SO 476652	Warkworth Properties (2010) Limited
	Lot 18 DP 9212 and Allotment 96F Psh Mahurangi	Stubbs, Donald George & Jacqueline Hipkins
12 Sanderson Road, Warkworth	Pt Allot 52 Psh of Mahurangi	Fhc Holdings Limited
14 Hudson Road, Warkworth	Lot 1 DP 102732	Rhodes, Katie Moetu Gayleen & Warwick Harold
26 Hudson Road, Warkworth	Lot 1 DP 149967	Atlas Concrete Limited
24 Hudson Road, Warkworth	Lot 2 DP 149967	Atlas Concrete Limited
30 Hudson Road, Warkworth	Lot 21 DP 9212	Virginia Investments Limited
60 Hudson Road, Warkworth	Lot 20 DP 9212	Gordon Roberts, Jerrey & Peter
66 Hudson Road, Warkworth	Lot 1 DP 166853	Pixie, Colleen Mary Jones
74 Hudson Road, Warkworth	Lot 2 DP 166853	Ellis, Maureen Florence & Nh Trustees No.4 Limited
76 Hudson Road, Warkworth	Lot 2 DP 402541	O'Callaghan Holdings Limited
78 & 82 Hudson Road, Warkworth	Lot 1 DP 402541	O'Callaghan Holdings Limited
220 Falls Road, Warkworth	Lot 2 DP 355193	Stubbs, Donald George & Jacqueline Hipkins
Falls Road, Warkworth	Lot 1 DP 508375	Falls Road Limited
11 Sanderson Road, Warkworth	Lot 2 DP 375015	Mason Contractors Warkworth Limited
102 Hudson Road, Warkworth	Lot 16 DP 9212	Albert Road Investments Limited
86 Hudson Road, Warkworth	Lot 1 DP 375015	Watercare Services Limited
	Lot 3 DP 209013	Mason Contractors Warkworth Limited
	Lot 2 DP 509795	Mason Contractors Warkworth Limited
215 Falls Road, Warkworth	Lot 1 DP 209013	Mason Contractors Warkworth Limited
93 Falls Road, Warkworth	Lot 1 DP 509795	Young, John Gregory & Marilyn Jane
91 Falls Road, Warkworth	Lot 2 DP 336399	Yu Chen
20 View Road, Warkworth	Lot 1 DP 62696	Watercare Services Limited

B&A

16 View Road, Warkworth	Lot 1 DP 204539	Jamba Property Limited
10 View Road, Warkworth	Lot 5 DP 159246	Seth Jeremy Frizzell
12 View Road, Warkworth	Lot 6 DP 159246	Cathie Joy Dunsford
14 View Road, Warkworth	Lot 7 DP 159246	Michael Moss & Kelly Donella Thompson
22 View Road, Warkworth	Lot 1 DP 196660	Karen, Jeanne Bieleski & Jayne Shaw, and Brennan, Keith Williams
30 View Road, Warkworth	Lot 1 DP 431845	Rodney Coast Midwives Limited
32 View Road, Warkworth	Lot 2 DP 431845	Rodney Coast Midwives Limited



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952
Limited as to Parcels**



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier **757814**
Land Registration District **North Auckland**
Date Issued 22 September 2016

Prior References

NA755/38

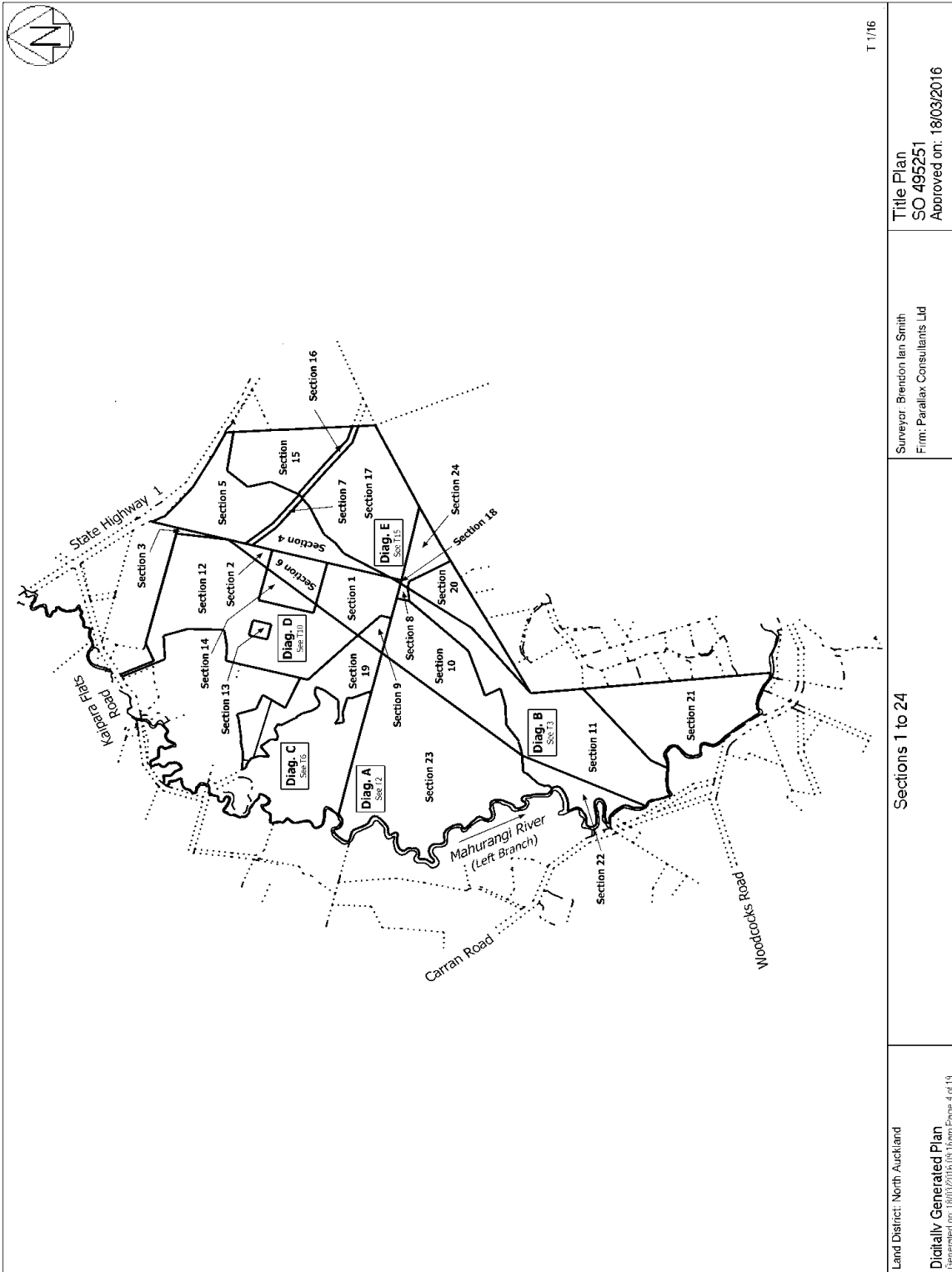
Estate	Fee Simple
Area	24.6754 hectares more or less
Legal Description	Section 15, 17, 24 Survey Office Plan 495251

Proprietors

Middle Hill Limited

Interests

- 556523.1 Gazette Notice (1978 P.730) declaring adjoining State Highway to be a limited access road - 12.4.1978 at 10.46 am
- 10195996.1 Notice pursuant to Section 18 Public Works Act 1981 - 21.9.2015 at 1:50 pm
- 10522980.1 Notice pursuant to Section 23 Public Works Act 1981 - 4.8.2016 at 1:22 pm
- 10651054.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 7.12.2016 at 5:00 pm



T 1/16

Land District: North Auckland
Digitally Generated Plan
Generated on: 18/03/2016 08:18am Page 4 of 19

Sections 1 to 24

Surveyor: Brendon Ian Smith
Firm: Parallax Consultants Ltd

Title Plan
SO 495251
Approved on: 18/03/2016



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952
Limited as to Parcels**




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier 758198
Land Registration District North Auckland
Date Issued 23 September 2016

Prior References

NA755/145

Estate Fee Simple
Area 21.1047 hectares more or less
Legal Description Part Allotment 59 Parish of Mahurangi and
Section 20-22 Survey Office Plan 495251

Proprietors

Joan Colleen Civil and Ian Donald Shepherd Civil as to a 1/2 share as Executors

Joan Colleen Civil as to a 1/2 share

Interests

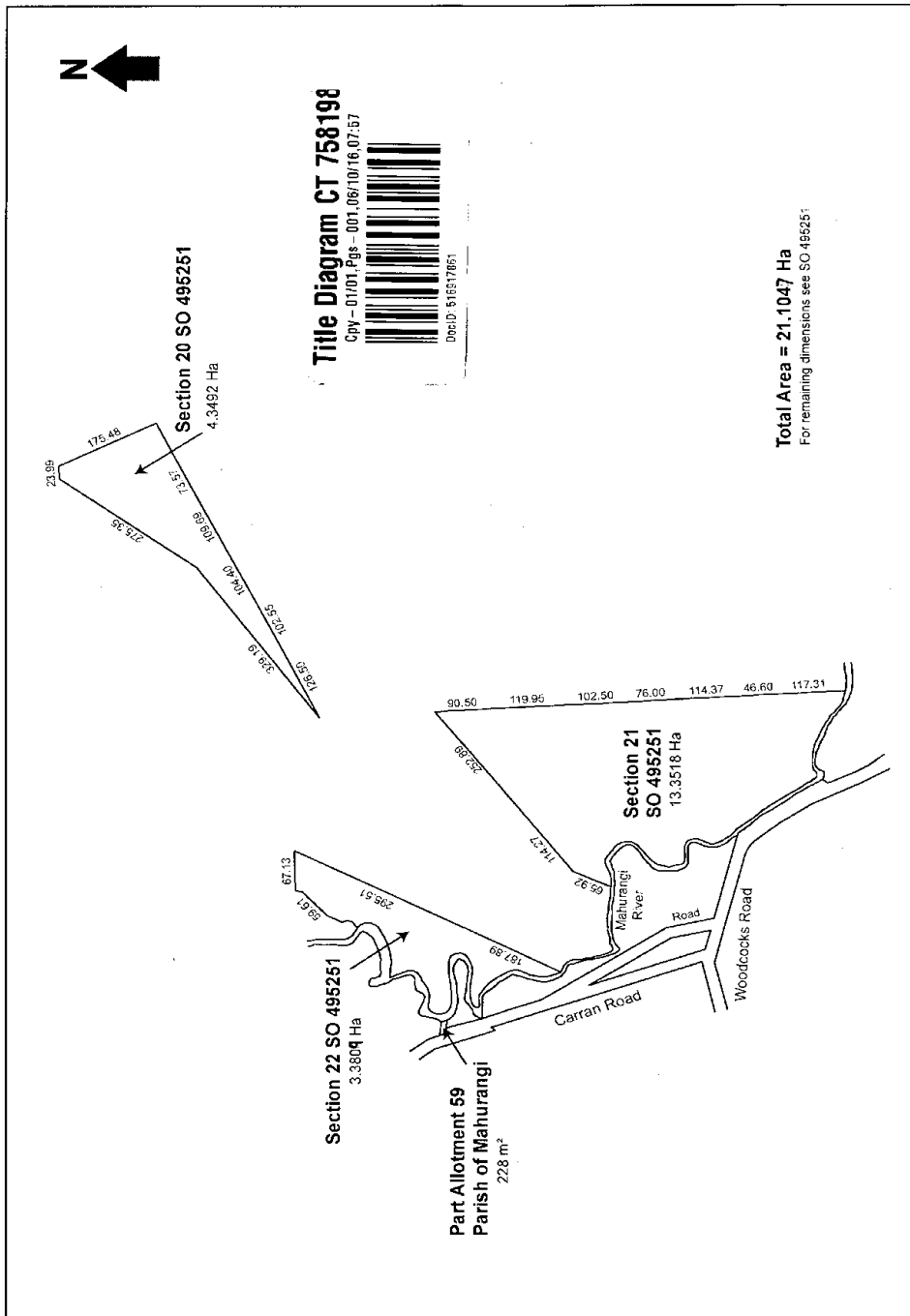
Appurtenant to Sections 20,21 & 22 SO 495251 is a right of way and a right to transmit electricity and telecommunications created by Easement Instrument 6333507.9 - 3.3.2005 at 9:35 am

The easements created by Easement Instrument 6333507.9 are subject to Section 243 (a) Resource Management Act 1991

10188557.1 Notice pursuant to Section 18 Public Works Act 1981 - 15.9.2015 at 5:12 pm

10508659.2 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 22.7.2016 at 3:39 pm

10665791.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 20.12.2016 at 3:01 pm





**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier NA111D/806
Land Registration District North Auckland
Date Issued 17 June 1997

Part-Cancelled

Prior References

NA623/254

Estate Fee Simple
Area 872 square metres more or less
Legal Description Lot 1 Deposited Plan 180823

Proprietors

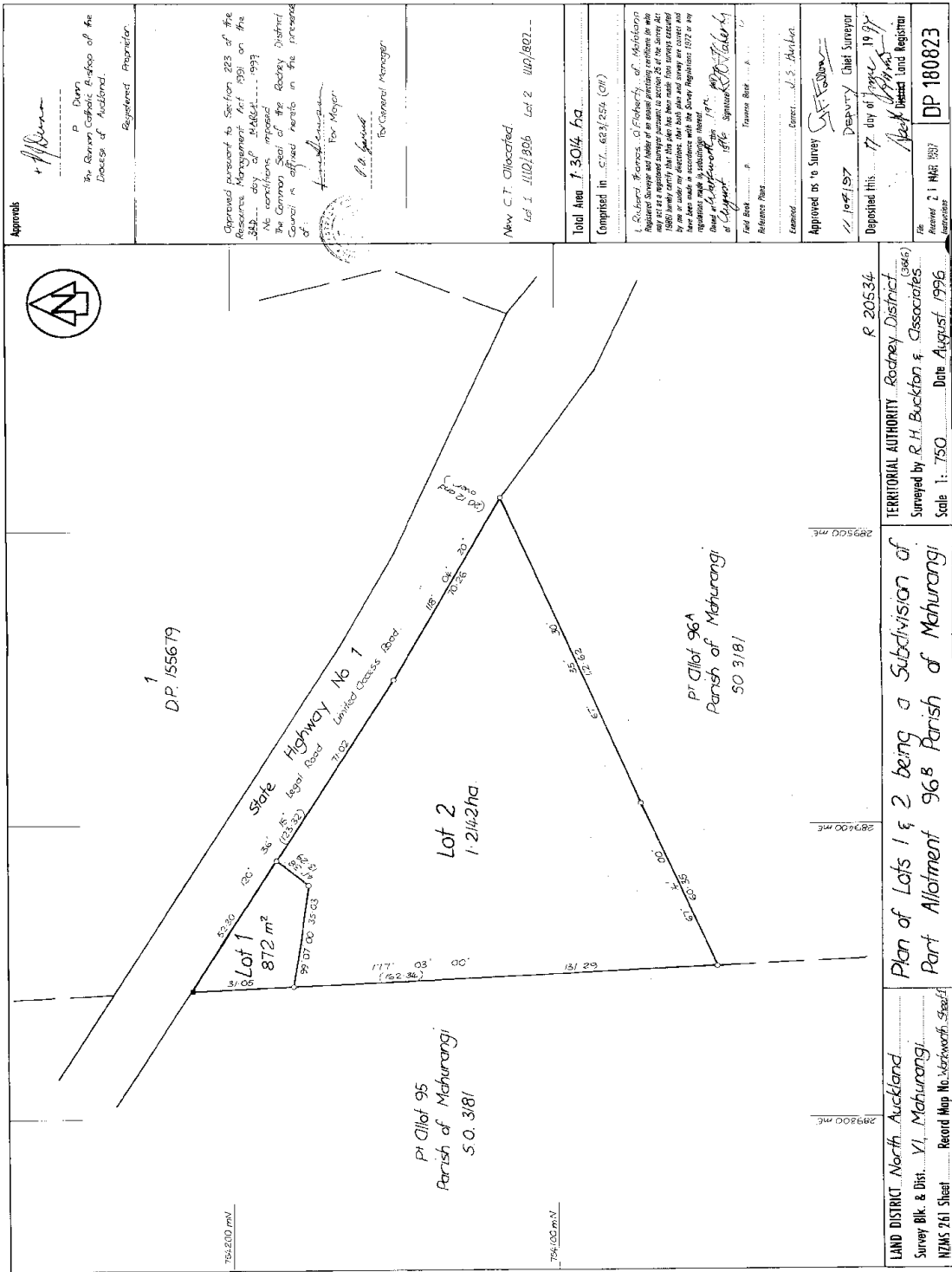
The Roman Catholic Bishop of the Diocese of Auckland

Interests

556523.1 Gazette Notice (1978 P. 730) declaring the adjoining State Highway to be a limited access road - 12.4.1978 at 10.46 am

5567366.1 Gazette Notice pursuant to Section 20 Public Works Act 1981 declaring part (113m²) marked E on SO Plan 69494 acquired for road which pursuant to Section 88 (2) Transit New Zealand Act 1989 becomes road, limited access road and State highway and shall vest in the Crown from 17/4/2003 - 30.4.2003 at 9:00 am

6067406.1 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 6.7.2004 at 9:00 am



Approvals
 P. Duran
 Vic. Roman Catholic Bishop of the
 Diocese of Auckland.
 Registered Proprietor

Approved pursuant to Section 223 of the
 Resource Management Act 1991 on the
 30th day of October 1997.
 The conditions imposed
 by the Commission of the Environment
 Council in respect of the proposed
 subdivision are:
 For Mayor
 For Council Manager

New C.T. Allotment
 Lot 1 1102/806 Lot 2 1102/807

Total Area 1.3014 ha
 Comprised in S.T. 623/254 (C/T)

Approved as to Survey
 17 day of August 1997
 Approved as to Survey
 17 day of August 1997
 Approved as to Survey
 17 day of August 1997

Approved as to Survey
 17 day of August 1997
 Approved as to Survey
 17 day of August 1997
 Approved as to Survey
 17 day of August 1997

DP 180823
 21 MAR 1997
 DP 180823





COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Search Copy

Part-Cancelled

Identifier NA111D/807
Land Registration District North Auckland
Date Issued 17 June 1997

Prior References

NA623/254

Estate Fee Simple
Area 1.2142 hectares more or less
Legal Description Lot 2 Deposited Plan 180823

Proprietors

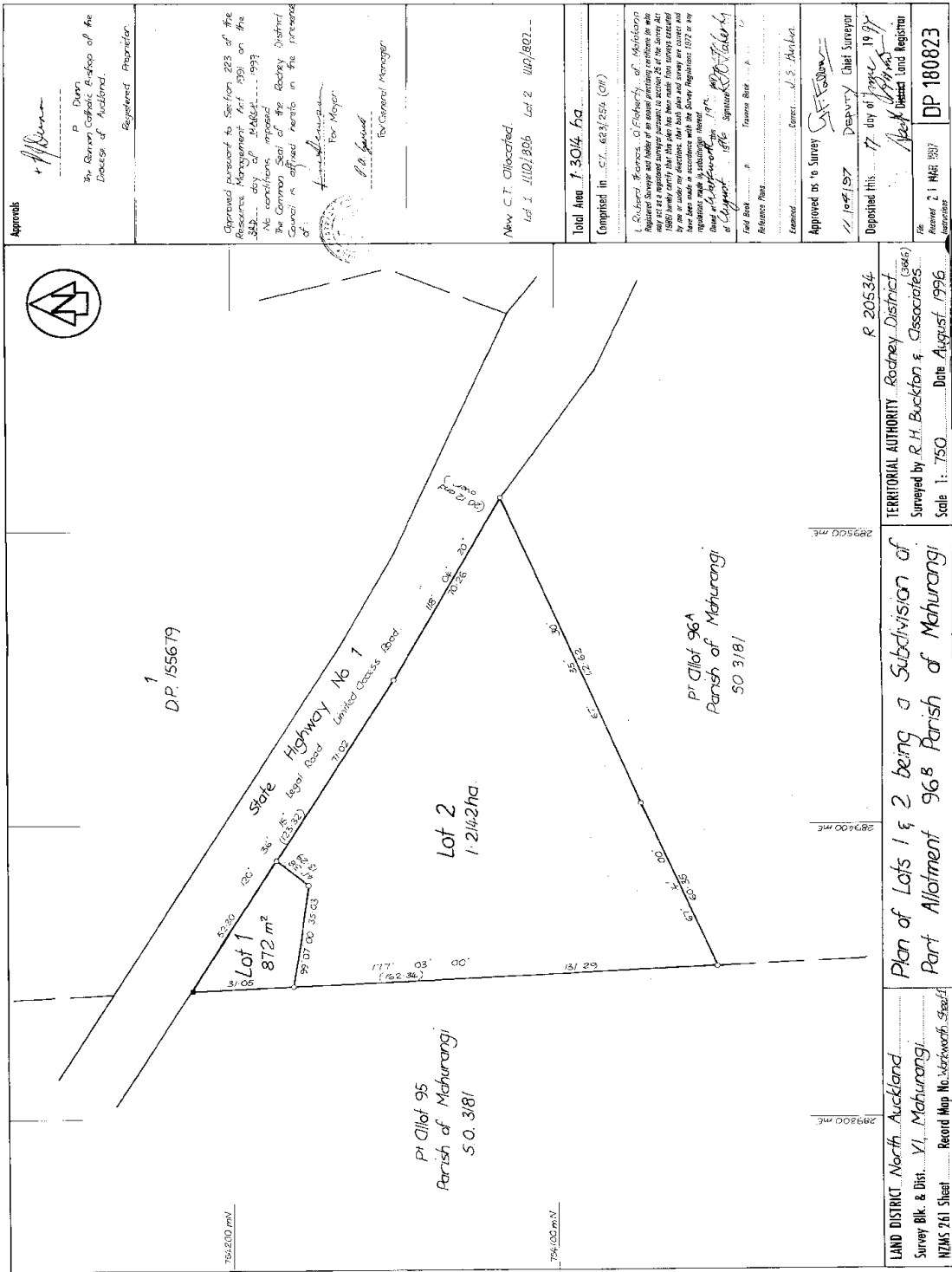
The Roman Catholic Bishop of the Diocese of Auckland

Interests

556523.1 Gazette Notice (1978 P. 730) declaring the adjoining State Highway to be a limited access road - 12.4.1978 at 10.46 am

5567366.1 Gazette Notice pursuant to Section 20 Public Works Act 1981 declaring part (376m2) marked D on SO Plan 69494 acquired for road which pursuant to Section 88 (2) Transit New Zealand Act 1989 becomes road, limited access road and State highway and shall vest in the Crown from 17/4/2003 - 30.4.2003 at 9:00 am

6067406.2 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 6.7.2004 at 9:00 am



Approvals

[Signature]
P. Dean
The Roman Catholic Bishop of the Diocese of Auckland.
Registered Proprietor

Approved pursuant to Section 223 of the Resource Management Act 1991 on the 30th day of October 1997.
The conditions imposed by the Common Stan of the Rodney District Council in respect of the proposed subdivision are as follows:
[Signature]
For Mayor
[Signature]
For Chairman Manager

New C.T. Allotment
Lot 1 1102/806 Lot 2 1102/807

Total Area 1.3014 ha
Comprised in 57 623/254 (C/T)

Land Area 1.3014 ha
Comprised in 57 623/254 (C/T)

1. Owners The Owners of the Mahurangi Registered Survey are holders of an annual certificate of title for the 1980 Survey which they have since then made from surveys covering the same area. The said annual certificates have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

2. Object The object of this survey is to divide the land shown in the plan into the lots shown in the plan.

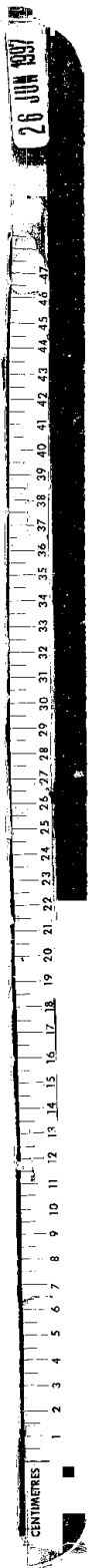
3. Easements There are no easements shown on the plan.

4. Notes The plan is subject to the provisions of the Survey Regulations 1972 or any regulations made in substitution thereof.

5. Remarks The plan is subject to the provisions of the Survey Regulations 1972 or any regulations made in substitution thereof.

Field Book P. 1
Reference Plans ...
Examined ...
Approved as to Survey *[Signature]*
10/10/97 Deputy Chief Surveyor
Deposited this 17 day of August 1997
[Signature]
Deputy Chief Surveyor
File DP 180823
Received 21 MAR 1997

08/01/1998 14:31:03





COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier 419126
Land Registration District North Auckland
Date Issued 05 August 2008

Prior References

NA1030/23

Estate	Fee Simple
Area	2.3068 hectares more or less
Legal Description	Lot 1 Deposited Plan 405448

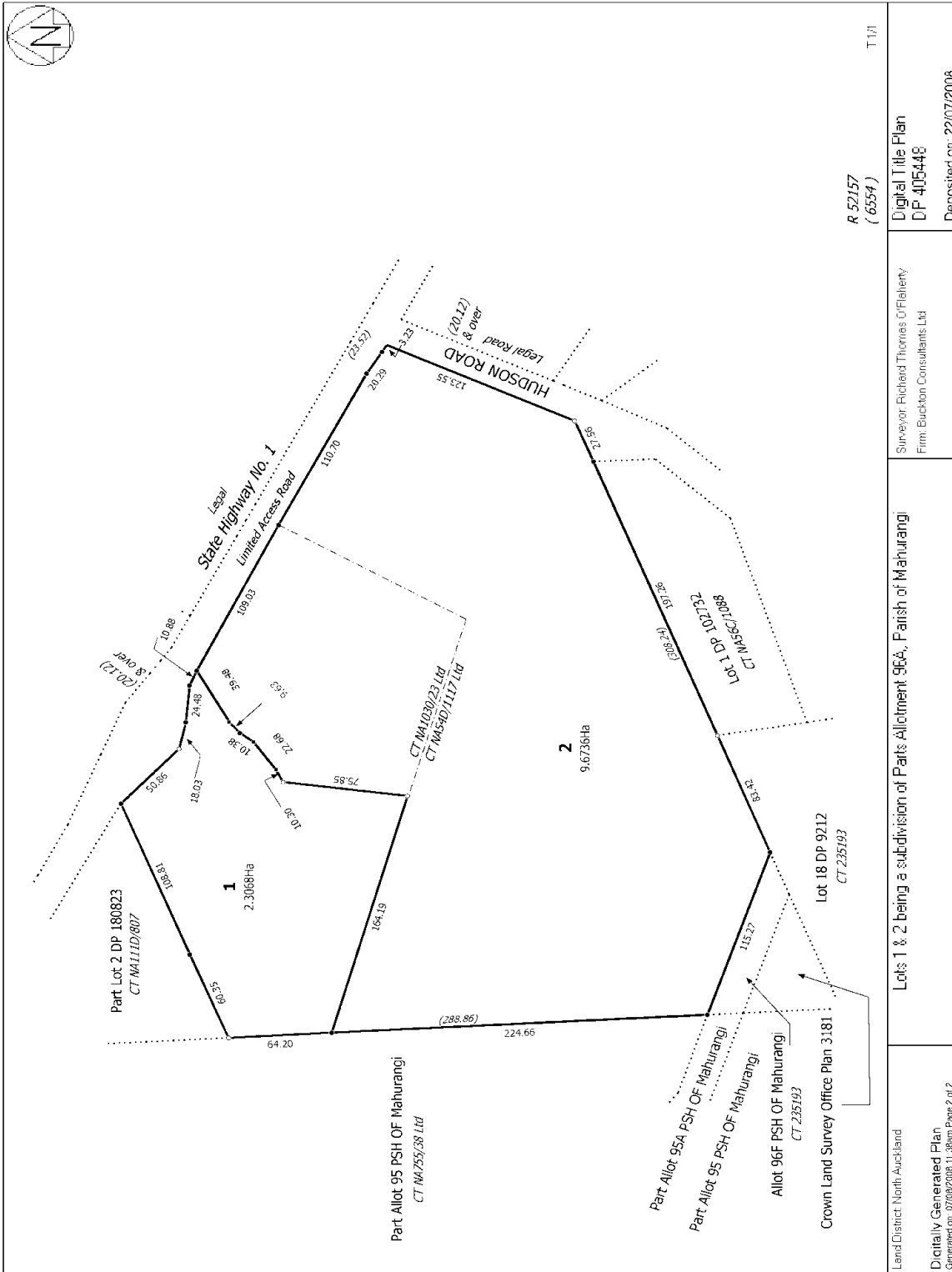
Proprietors

Kathleen Mulligan

Interests

Appurtenant hereto are water rights created by Deed 387896 (R542/361)

556523.1 Gazette Notice (1978 P.730) declaring adjoining State Highway to be a limited access road - 12.4.1978 at 10.46 am



Land District North Auckland	Lots 1 & 2 being a subdivision of Parts Allotment 96A, Parish of Mahurangi	Surveyor Richard Thomas O'Flaherty Firm: Eubank Consultants Ltd	R 52157 (6554)	T 171
Digitally Generated Plan Generated on: 07/03/2018 11:38am Page 2 of 2			Digital Title Plan DP 405448	Deposited on: 22/07/2008



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952




R. W. Muir
Registrar-General
of Land

Identifier **694504**
Land Registration District **North Auckland**
Date Issued 31 March 2015

Prior References

419127

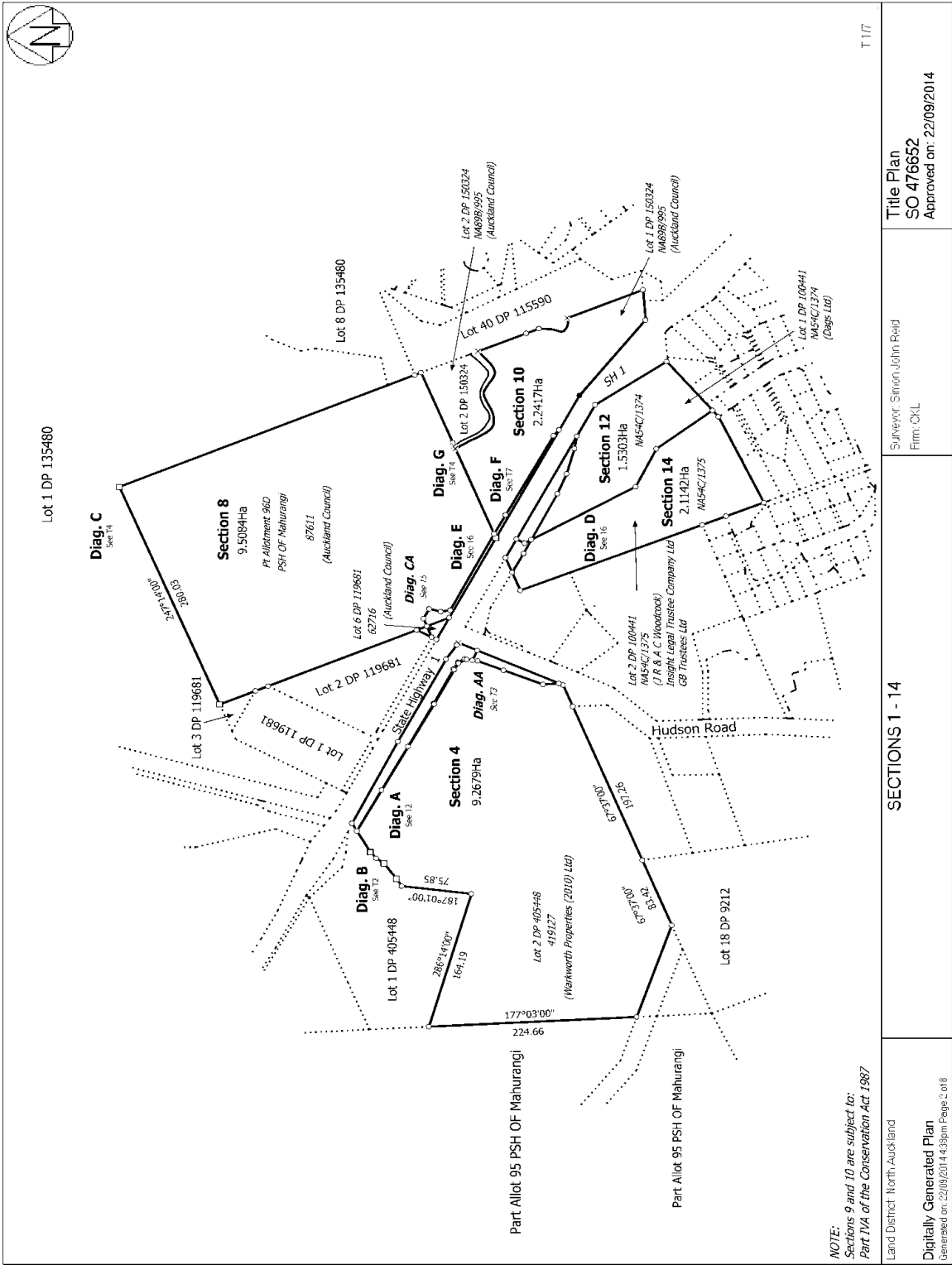
Estate Fee Simple
Area 9.2679 hectares more or less
Legal Description Section 4 Survey Office Plan 476652

Proprietors

Warkworth Properties (2010) Limited

Interests

Appurtenant to the part formerly contained in CT NA1030/23 are water rights created by Deed 387896 (R542/361) 556523.1 Gazette Notice (1978 P.730) declaring adjoining State Highway to be a limited access road - 12.4.1978 at 10.46 am
7884718.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - Produced 22.7.2008 at 9:00 am and Entered 5.8.2008 at 9.00 am
8614012.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 14.10.2010 at 7:00 am
8614849.1 Encumbrance to New Zealand Transport Agency - 25.11.2010 at 4:51 pm



NOTE:
Sections 9 and 10 are subject to:
Part 1/A of the Conservation Act 1987

Land District: North Auckland

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SECTIONS 1 - 14

Surveyor: Simon John Reid
Firm: CKL

Title Plan
SO 476652
Approved on: 22/09/2014

T 17



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier **235193**
Land Registration District **North Auckland**
Date Issued 27 July 2005

Prior References

NA453/283 NA639/228

Estate Fee Simple
Area 6.7633 hectares more or less
Legal Description Lot 18 Deposited Plan 9212 and Allotment
 96F Parish Mahurangi

Proprietors

Donald George Stubbs and Jacqueline Hipkins Stubbs

Interests

Subject to Section 241(2) Resource Management Act 1991 (affects DP 355193)

Title Diagram 235193

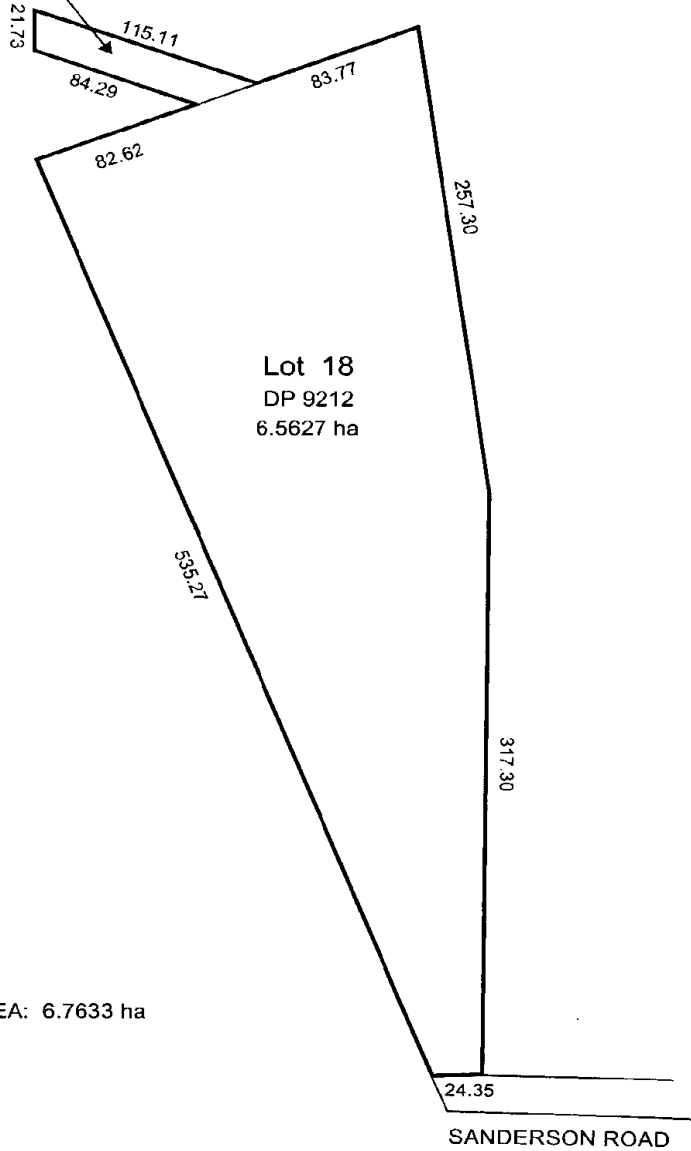
Copy - 01/01.Pys - 001.19/08/05.08:44



DocID: 312076223

CT 235193
N6501

Allot 96F
Psh of Mahurangi
2006m²



TOTAL CT AREA: 6.7633 ha

Lot 18
DP 9212
6.5627 ha

SANDERSON ROAD

29

(C.) [Approved by the District Land Registrar, Auckland. No. 519.]



Memorandum of Transfer.

WHEREAS MILDRED BENNETT of Port Albert in the Provincial District of Auckland and Dominion of New Zealand Widow (hereinafter called the Vendor)

being registered as proprietor

of an estate in fee simple

subject, however, to such encumbrances, liens, and interests as are notified by memoranda

underwritten or endorsed hereon, in that piece of land situated in the said Provincial District containing Six acres and Seventeen and Nine-tenths perches more or less being Lots 1, 2, and 3 on the Plan Deposited in the Lands Registry Office at Auckland under Number 9212 and being part of Allotment 51 in the Parish of Mahurangi and PART of the land comprised and described in Certificate of Title registered in Volume 457 Folio 233 of the Register Book at Auckland by an agreement bearing date the Twentieth day of May One thousand Nine hundred and Twenty AGREED to sell the said parcel of land above described to GEORGE THOMAS CIVIL of Warkworth in the said Provincial District Storekeeper (hereinafter called the Purchaser) at or for the price or sum of Seventy pounds Sixteen shillings but no transfer thereof has yet been executed and

WHEREAS the Purchaser has agreed to sell the said parcel of land to HERBERT STUBBS of Warkworth aforesaid Butcher (hereinafter called the Sub-purchaser) at or for the price or sum of One hundred pounds and has requested the Vendor to transfer the said parcel of land direct to the Sub-purchaser which she has agreed to do (testified by her execution hereof) NOW THIS MEMORANDUM OF TRANSFER WITNESSETH that in consideration of the said sum of Seventy pounds Sixteen shillings paid by the Purchaser to the Vendor and of the said sum of One hundred pounds paid by the Sub-purchaser to the Purchaser (the receipts of which sums are hereby acknowledged) She the Vendor at the request and by the direction of the Purchaser (testified by his being a party to and executing these presents) DOETH HEREBY TRANSFER UNTO the Sub-Purchaser the said Herbert Stubbs all her estate and interest in the said parcel of land above described PROVIDED HOWEVER and it is hereby declared and agreed that the Vendor shall not be liable to contribute towards the cost of the erection or maintenance of any fence upon the boundary of the said parcel of land hereby transferred and any adjoining land belonging to the Vendor but this proviso shall not ensure for the benefit of any purchaser of such adjoining land AND IT IS HEREBY FURTHER DECLARED for the purpose of the duty payable under the 'Stamp Duties Act, 1923' that no Instrument of Agreement of Sale in Writing as defined in Section 88 was entered into between the Purchaser and Sub-Purchaser in respect of the sale of the above property.

Received of Mildred Bennett with all relevant documents on 10th Sept 1923
District Land Registrar, Auckland



[Handwritten signature]

In consideration of the sum of
paid to me by

[Handwritten signature]

the receipt of which sum I hereby acknowledge,

~~Be hereby transfer to the said~~

~~all my estate and interest in the said piece of land~~

In witness whereof I have hereunto subscribed my name this *First*
day of *December* one thousand nine hundred and *Twenty-eight*.

Signed on the day above named by the said

MILDRED BENNETT

in the presence of :-

Mildred Bennett

Signature of Witness _____

Occupation of Witness _____

Address of Witness _____

Hennella Sutherland
Postmistress
Acroftine

Geo Thomas Civil

SIGNED by the said GEORGE THOMAS CIVIL
and HERBERT STUBBS in the presence of:-

Herbert Stubbs

W. W. Holden
Solicitor
Warkworth

No. 228102

Correct for the purposes of the Land Transfer Act

TRANSFER OF

Lots 1, 2, and 3 on D.P. 9212.

Situated in

N.W. Holden

Solicitor.

for the Purchaser

M. BENNETT AND ANOTHER Vendor.

H. STUBBS. Purchaser.

Particulars entered in the Register-Book,

Vol. 457 Folio 233

the 16th day of January, 1929

at 11.15 o'clock.

TO: The District Land Registrar,
AUCKLAND.

Please issue one new Certificate of Title for the land in the within Transfer and the land in Transfer No. 228101 of Lots 4 & 5 on D.P. 9212

Elliott & Holden



W. Brown
Land Registrar
of the District of Auckland.

NORTH 487/186

Leaving Amalgam Co

*500
16-1-29
11.15*

ELLIOTT & HOLDEN,
SOLICITORS,
AUCKLAND & WARKWORTH.





**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952
Limited as to Parcels**




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier NA758/168
Land Registration District North Auckland
Date Issued 01 November 1939

Prior References

DI 6B.590

Estate Fee Simple
Area 20.4594 hectares more or less
Legal Description Part Allotment 52 Parish of Mahurangi

Proprietors

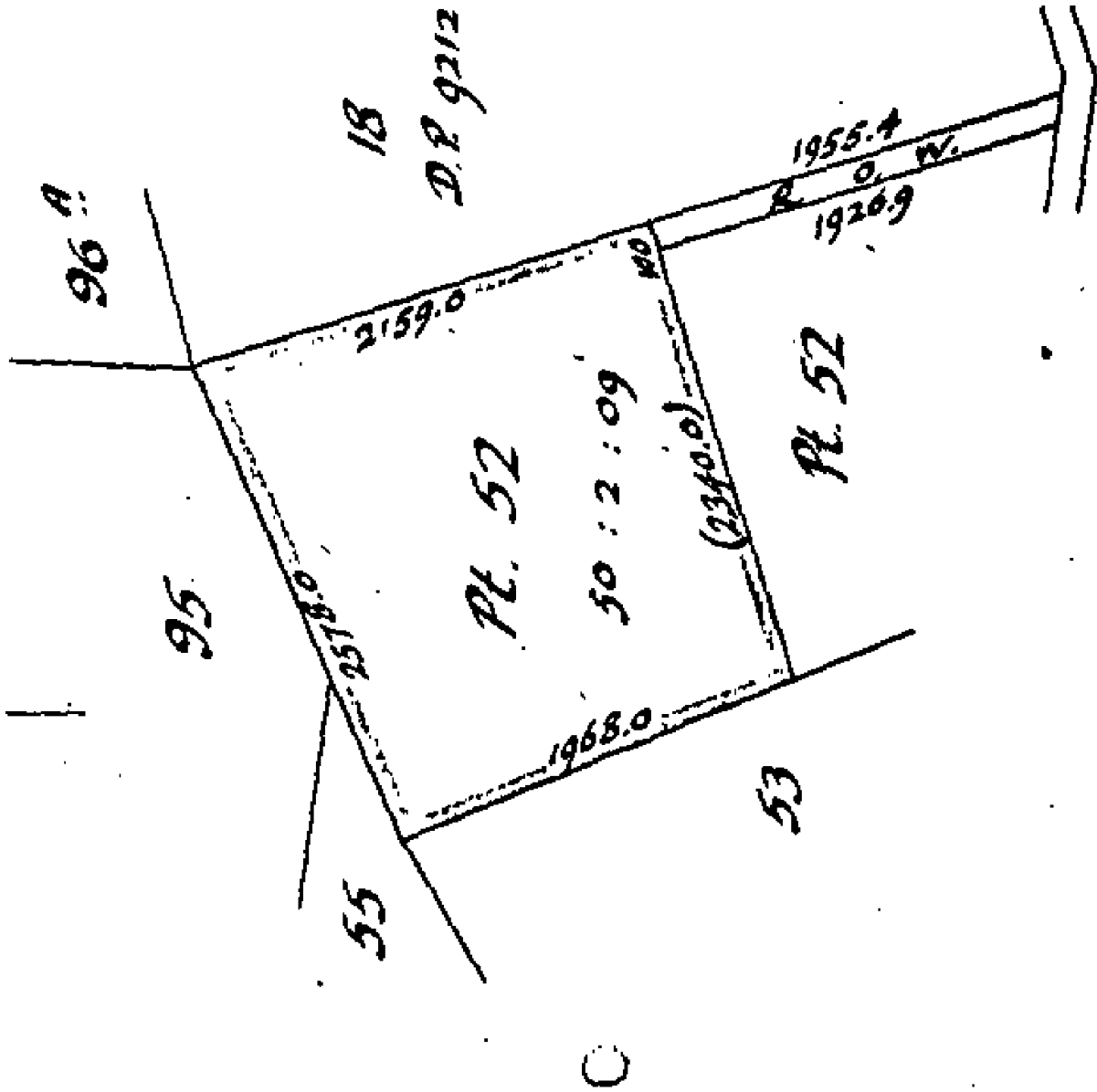
FHC Holdings Limited

Interests

Appurtenant hereto is a right of way created by Deed 108013 (R28/445)

6511298.1 Surrender of the right of way created by Conveyance 108013 (R28/445) except as to areas marked A and B on DP 355193 - 27.7.2005 at 9:00 am

6703908.1 Mortgage to ANZ National Bank Limited - 22.12.2005 at 9:00 am





Pursuant to Section 221 of the Resource Management Act 1991 THE RODNEY DISTRICT COUNCIL HEREBY GIVES NOTICE that its subdivision consent given in respect of the land in the Second Schedule as shown on Land Transfer Plan 210933 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

“(road boundary fences) Where the road boundary fences are not on the legal boundary erect a strainer post at each angle in the road boundary to physically mark the boundary. If and when requested to do so by the Council, the then owners of Lots 1 and 2 shall relocate the road boundary fences on their respective lots on to the legal road boundary at their cost.

SECOND SCHEDULE

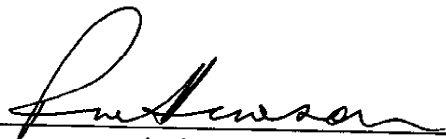
An estate in fee simple in 25.2231 hectares more or less being DP Pt Allotment 52, Parish of Mahurangi comprised in Certificate of Title 758/167 Ltd North Auckland Land Registry.

THIRD SCHEDULE

Lot 1 and 2 DP 210933 totalling 25.2231 hectares in area.

DATED this 14th day of October 2002.

SIGNED for and on behalf of
the RODNEY DISTRICT COUNCIL)



Authorised Officer

SCHEME PLAN: R31632



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



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R. W. Muir
Registrar-General
of Land

Identifier **NA56C/1088**
Land Registration District **North Auckland**
Date Issued 24 September 1986

Prior References

NA38D/155 NA38D/156

Estate Fee Simple
Area 1.0827 hectares more or less
Legal Description Lot 1 Deposited Plan 102732

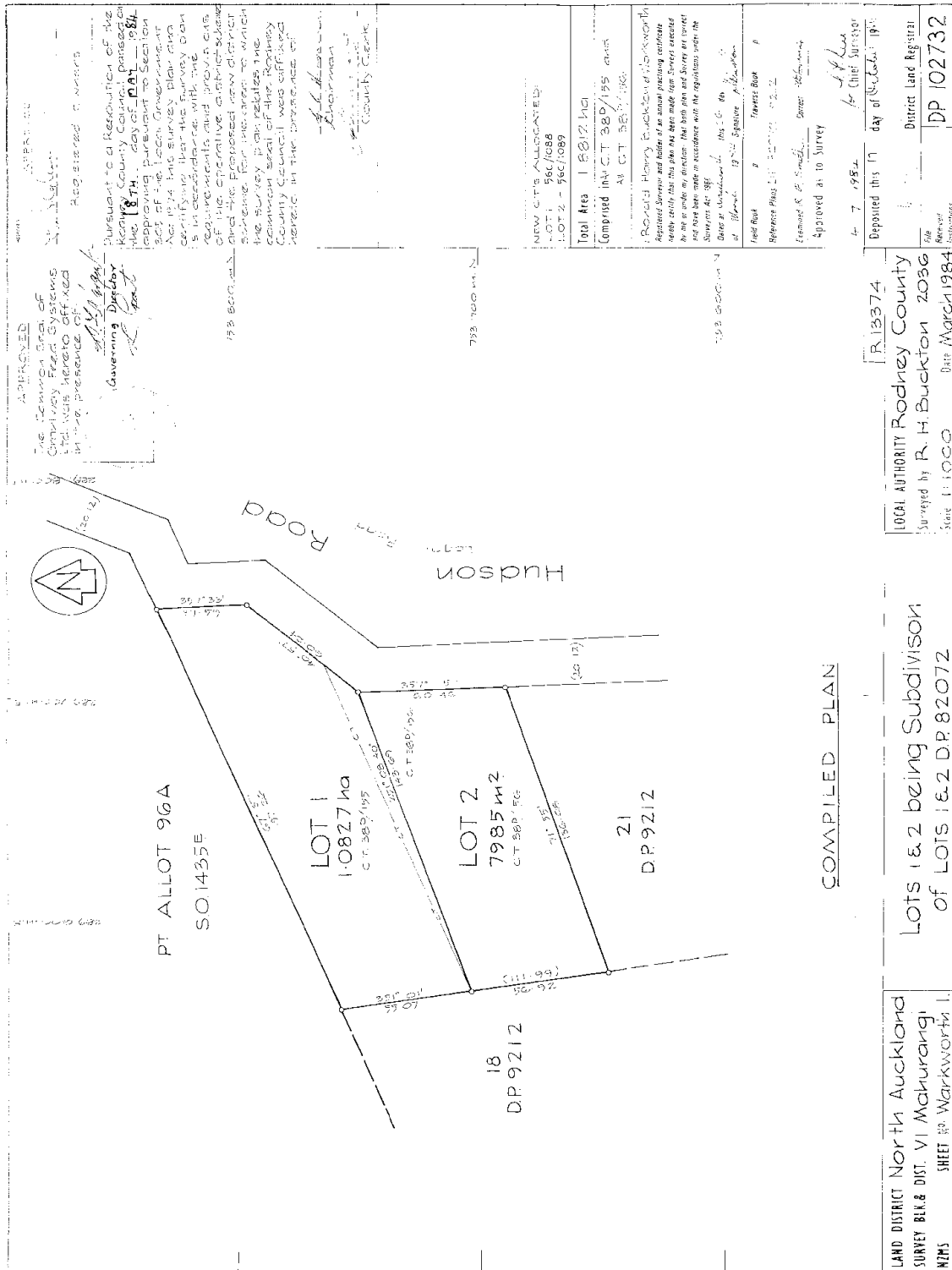
Proprietors

Warwick Harold Rhodes, Katie Moetu Gayleen Rhodes and Withers & Co Trustee Company Limited

Interests

5703620.4 Mortgage to (now) Westpac New Zealand Limited - 22.8.2003 at 9:00 am

8640927.1 Variation of Mortgage 5703620.4 - 18.11.2010 at 12:45 pm



APPROVED
 In witness whereof, the said Surveyor has hereunto affixed his hand and seal in the presence of the undersigned.
 (Governor) *[Signature]*
 Chairman
 County Council

793 100 m N

NEW CITS ALLOCATED:
 LOT 1 56C/1088
 LOT 2 36C/1089

Total Area 1.8812 ha
 Comprised in C.T. 320/195 and
 All C.T. 363/196.

I, RICHARD HENRY BUCKTON of Auckland Registered Surveyor and holder of an annual practicing certificate hereby certify that this plan has been made from surveys executed by me or under my direction that both then and since the same have been made in accordance with the regulations under the Survey Act 1981.

Date of completion of this C.T. 6th Nov 1984
 My Office at 197/198 Signature, Auckland

Field Book
 Reference Plus 211 220/195 221/22
 Estimated S. of Road
 Approved as to Survey

4 7 1984
 Deposited this 17 day of October 1984
 Chief Surveyor
 District Land Registrar
 DP 102732

LAND DISTRICT North Auckland
 SURVEY BLK. & DIST. VI Makurangi
 SHEET 18 of Warkworth I.

LOCAL AUTHORITY Rodney County
 Surveyed by R. H. Buckton 2036
 Date 11.10.80

18
 D.P. 9212

21
 D.P. 9212

COMPILED PLAN

Lots 1 & 2 being Subdivision
 of LOTS 1 & 2 D.P. 82072

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

DATE OF PHOTOGRAPHY



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier NA89B/306
Land Registration District North Auckland
Date Issued 31 July 1992

Prior References

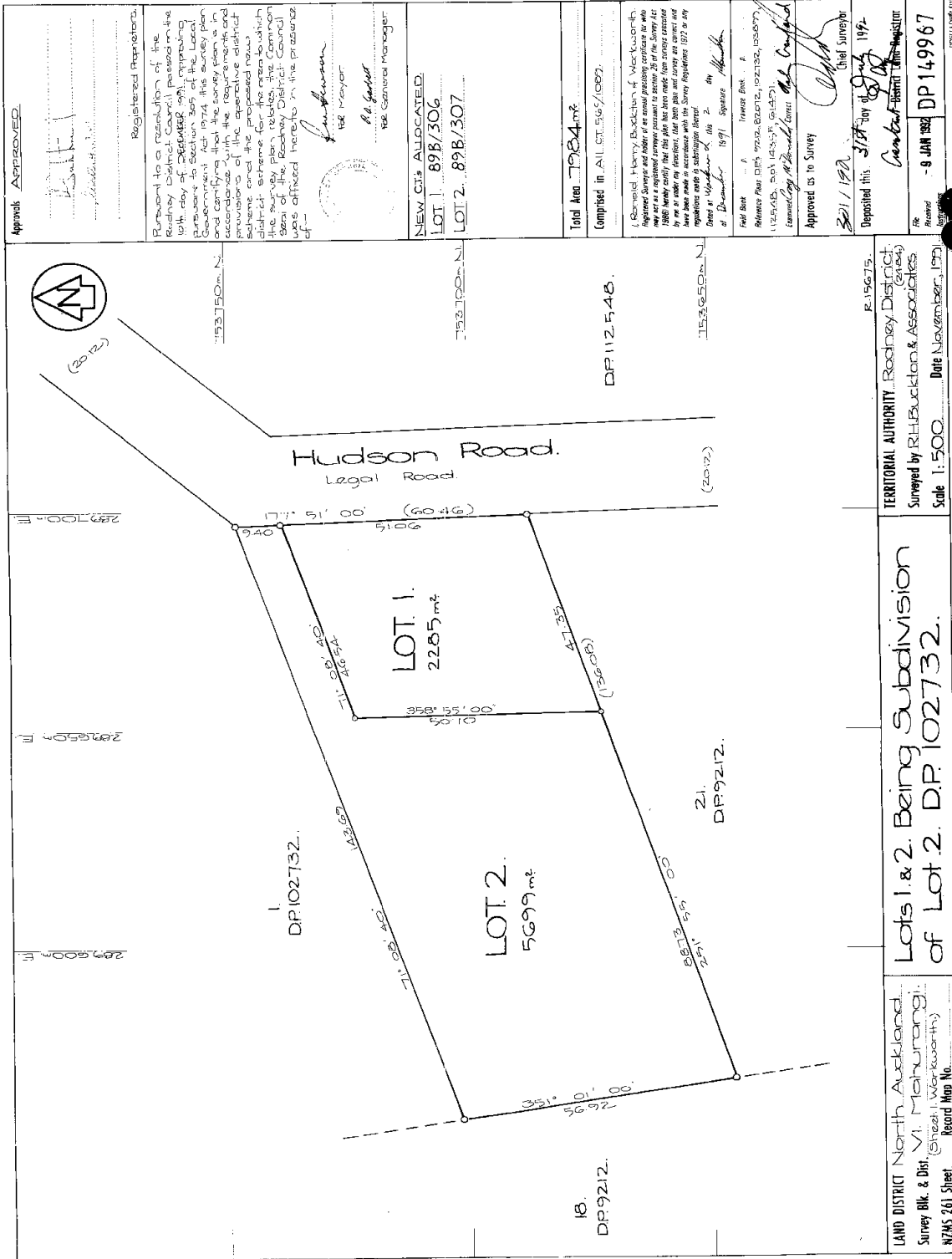
NA56C/1089

Estate Fee Simple
Area 2285 square metres more or less
Legal Description Lot 1 Deposited Plan 149967

Proprietors

Atlas Concrete Limited

Interests



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

106 AUG 1992



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier NA89B/307
Land Registration District North Auckland
Date Issued 31 July 1992

Prior References

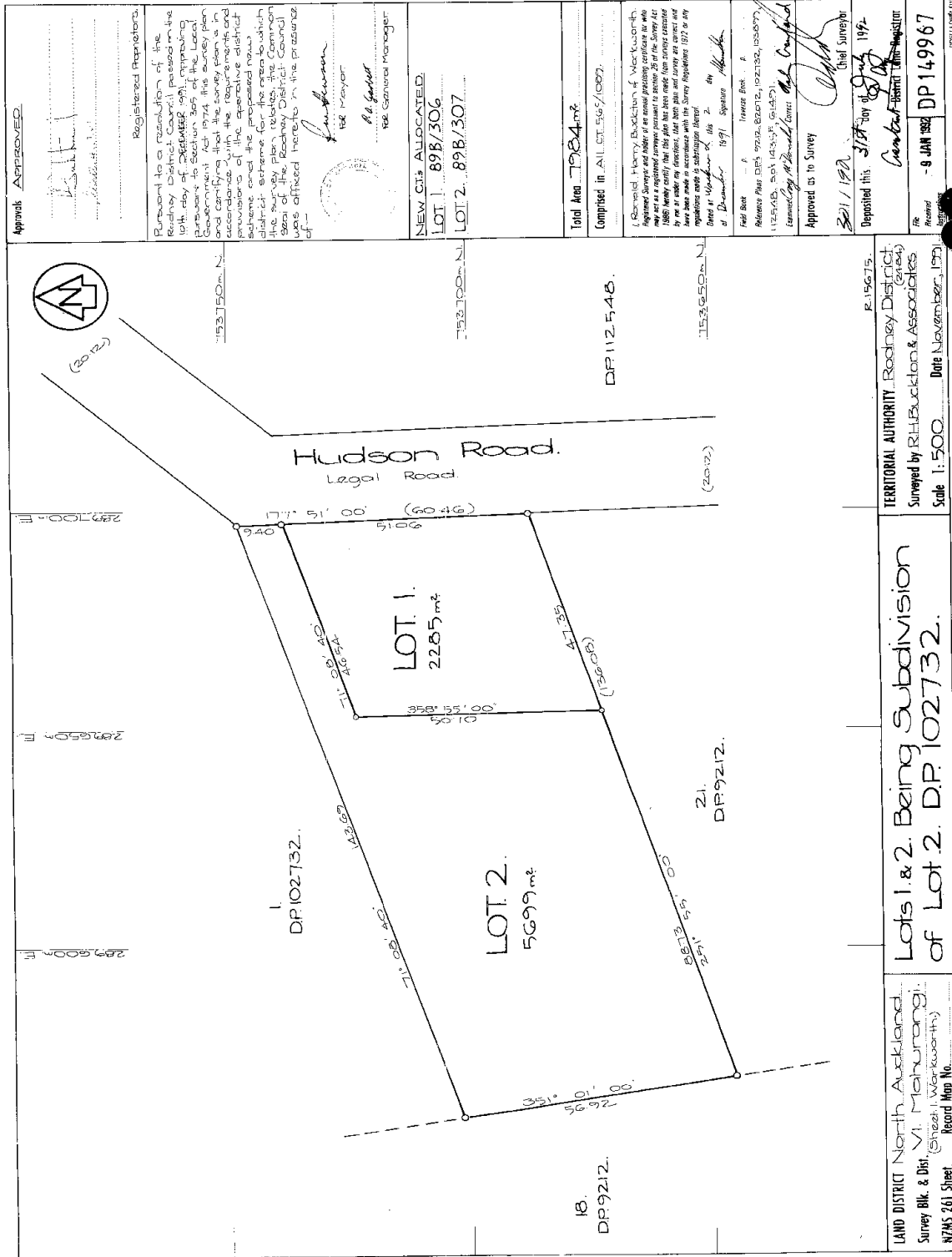
NA56C/1089

Estate Fee Simple
Area 5699 square metres more or less
Legal Description Lot 2 Deposited Plan 149967

Proprietors

Atlas Concrete Limited

Interests



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51
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**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier NA30A/137
Land Registration District North Auckland
Date Issued 16 April 1974

Prior References

NA453/286

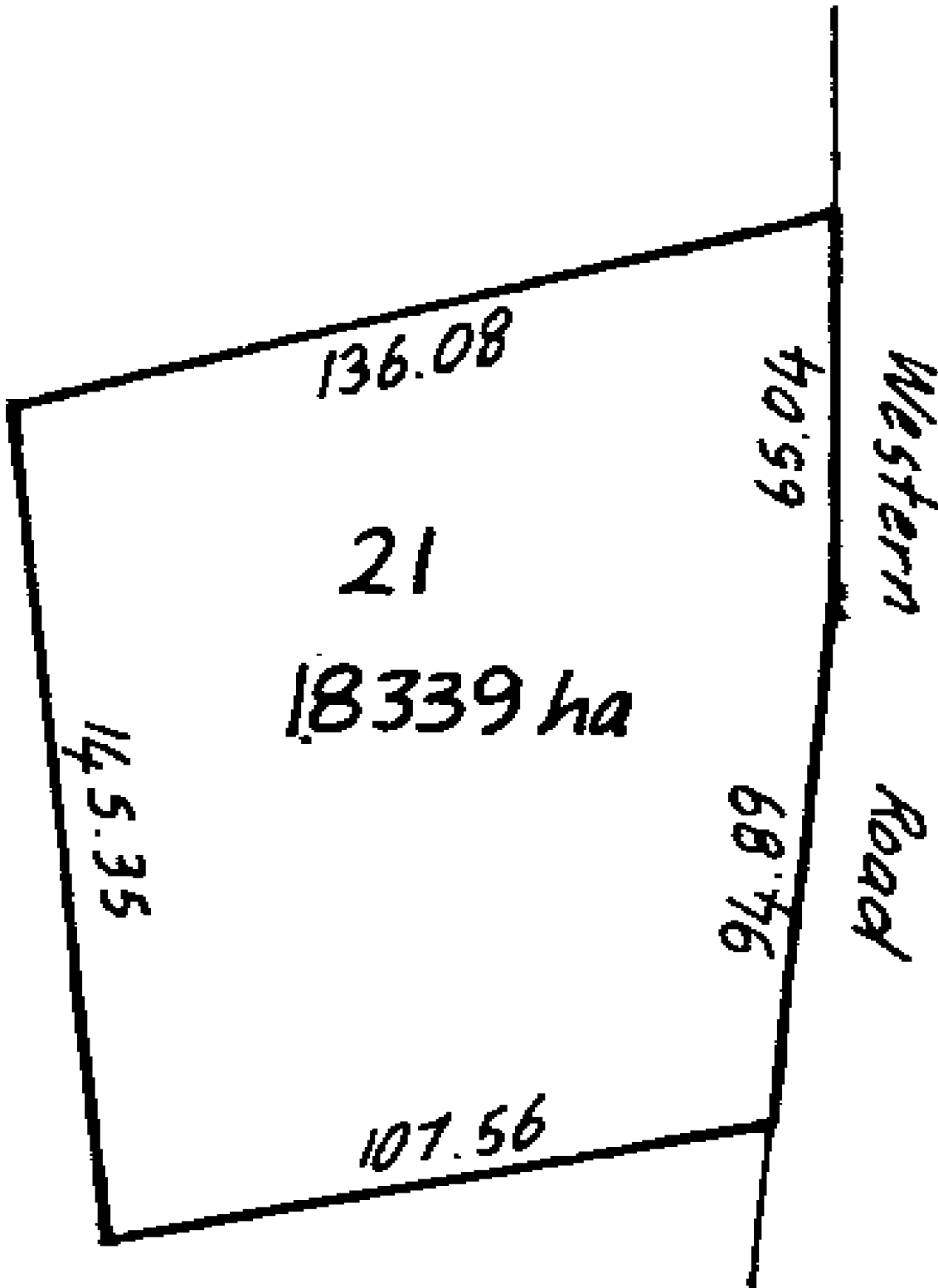
Estate Fee Simple
Area 1.8339 hectares more or less
Legal Description Lot 21 Deposited Plan 9212

Proprietors

Virginia Investments Limited

Interests

7023475.3 Mortgage to ANZ National Bank Limited - 5.10.2006 at 9:52 am





COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier NA26C/837
Land Registration District North Auckland
Date Issued 07 May 1974

Prior References

NA453/286

Estate	Fee Simple
Area	1.8395 hectares more or less
Legal Description	Lot 20 Deposited Plan 9212

Proprietors

Peter Gordon Roberts and Jeffrey Gordon Roberts

Interests

D692424.1 Lease to Roberts Heritage Limited Term 5 years commencing 18.1.2001 - 22.3.2002 at 2.47 pm (Renewal and Purchase clauses)

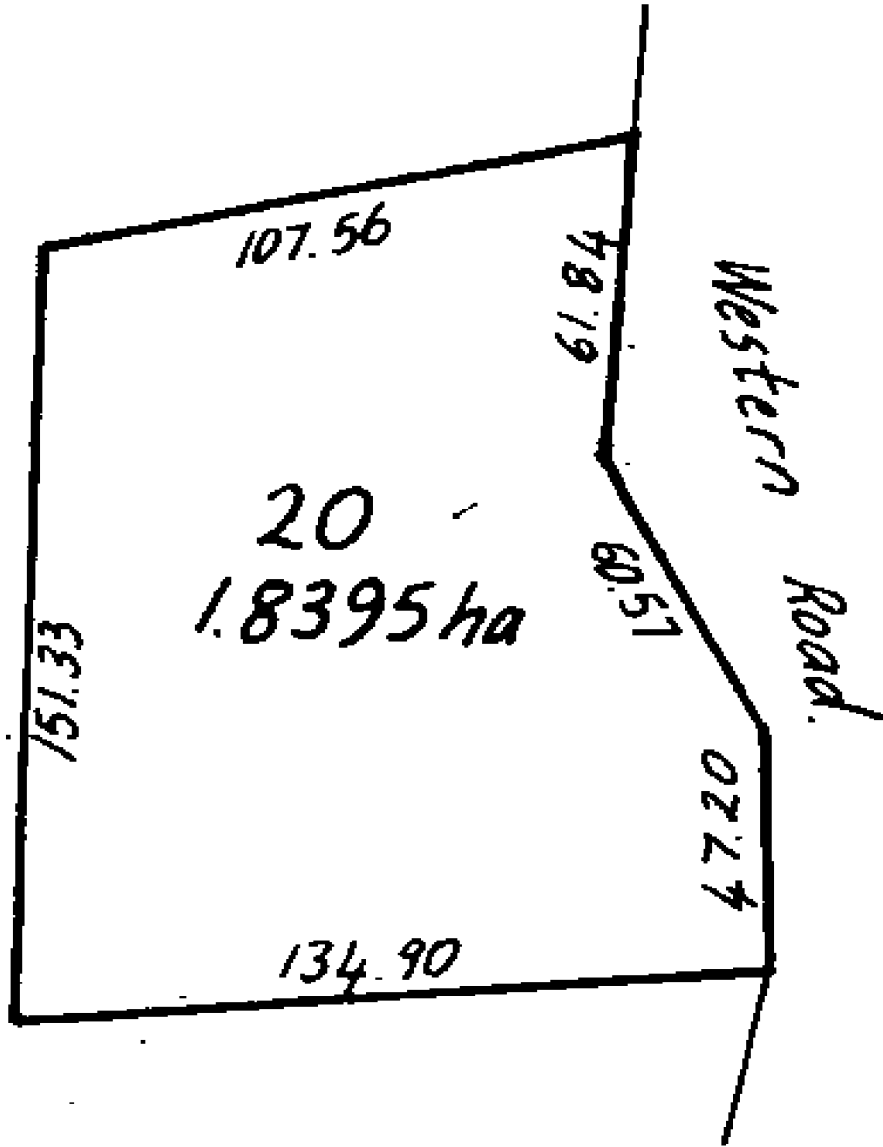
Fencing clause in Lease D692424.1 - 22.3.2002 at 2.47 pm

6447889.4 Mortgage to Bank of New Zealand - 7.6.2005 at 9:00 am

Identifier

NA26C/837

Handwritten text, possibly a name or address, partially obscured.





COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier NA101B/81
Land Registration District North Auckland
Date Issued 06 June 1995

Prior References

NA26C/725

Estate Fee Simple
Area 5083 square metres more or less
Legal Description Lot 1 Deposited Plan 166853

Proprietors

Pixie Colleen Mary Jones

Interests

C934426.1 Mortgage to Bank of New Zealand - 14.12.1995 at 2.12 pm





**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier NA101B/82
Land Registration District North Auckland
Date Issued 06 June 1995

Prior References

NA26C/725

Estate Fee Simple
Area 5299 square metres more or less
Legal Description Lot 2 Deposited Plan 166853

Proprietors

NH Trustees No.4 Limited and Maureen Florence Ellis as to a 1/2 share
Maureen Florence Ellis and NH Trustees No.4 Limited as to a 1/2 share

Interests



C850734.2
CONO

Pursuant to Section 221 of the Resource Management Act 1991 THE RODNEY DISTRICT COUNCIL HEREBY GIVES NOTICE that its subdivision consent given in respect of Land Transfer Plan 166853 is conditional inter alia upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Second Schedule hereto with the conditions set forth in the First Schedule hereto.

FIRST SCHEDULE

(building restrictions) NO BUILDINGS SHALL BE ERECTED OVER OR WITHIN ONE METRE OF THE ALIGNMENT OF THE STORMWATER SEWER WITHIN LOT 4 AND SPECIFICALLY DESIGNED PILE FOUNDATIONS SHALL BE PROVIDED TO ANY PART OF A BUILDING CONSTRUCTED WITHIN A HORIZONTAL DISTANCE EQUAL TO THE DEPTH TO INVERT OF THE PIPELINES.

SECOND SCHEDULE

4378 m²

An estate in fee simple in 4,377 m² more or less being Lot 4 DP 166853 comprised in Certificate of Title Volume 26C/725 North Auckland Land Registry.

DATED this 26th day of May 1995.

1.)
4 SIGNED for an on behalf of)
4 the RODNEY DISTRICT COUNCIL)



Authorising Officer

SCHEME PLAN: R19503

C 850734

Lot 4 No 146853

1.44 06 JUN 95 C 850734 .2



PARTICULARS ENTERED IN THE
LAND REGISTRY AUCKLAND

AND SIGNATURE

Michael...

DISTRICT

2022/425



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier **408338**
Land Registration District **North Auckland**
Date Issued 08 April 2008

Prior References

NA101B/83 NA101B/84

Estate Fee Simple
Area 4388 square metres more or less
Legal Description Lot 1 Deposited Plan 402541

Proprietors

O'Callaghan Holdings Limited

Interests

C850734.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 6.6.1995 at 1.44 pm
(Affects part formerly contained in CT NA101B/84)

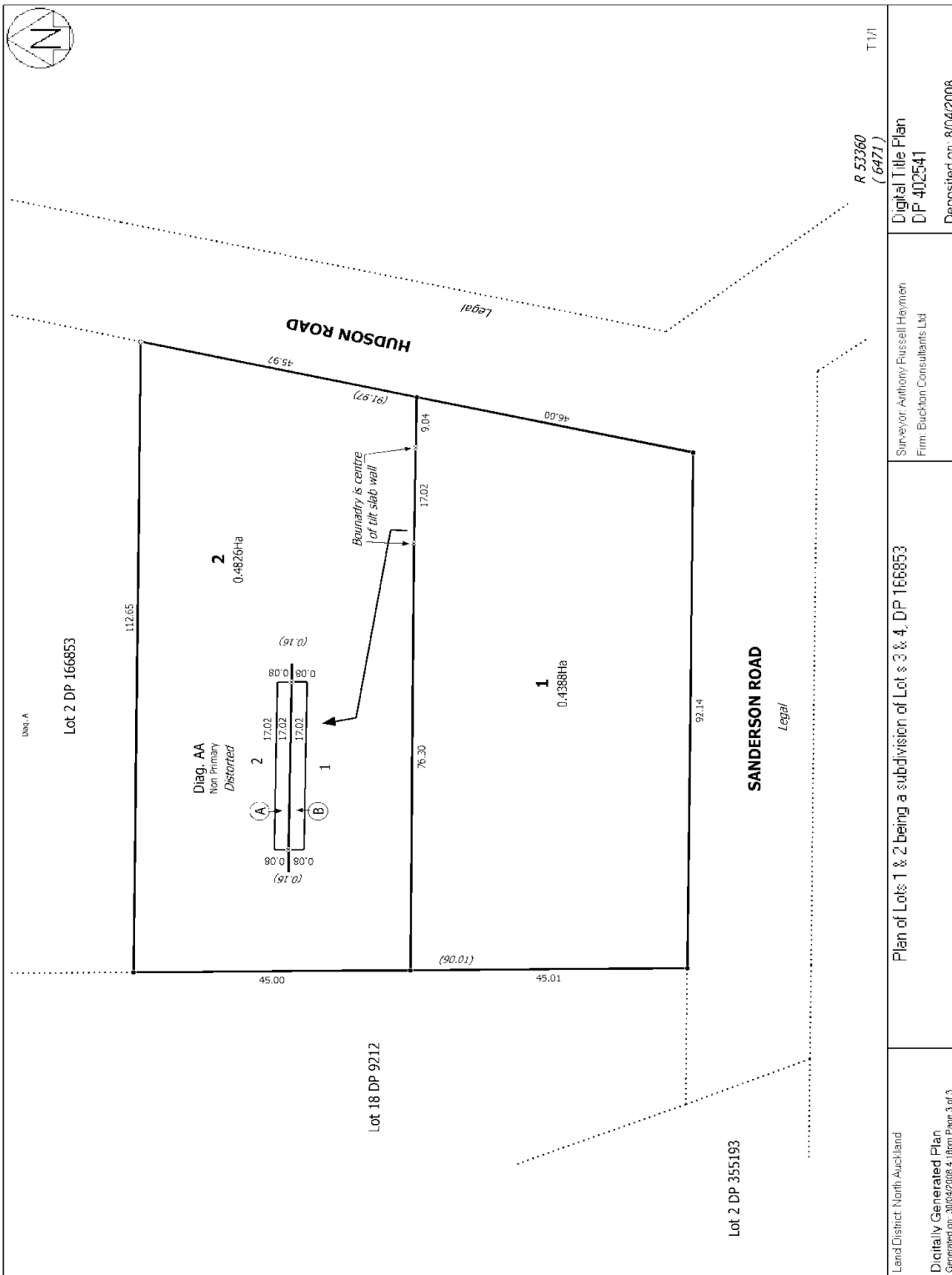
Subject to a party wall easement over part marked B on DP 402541 created by Easement Instrument 7776517.3 -
8.4.2008 at 9:00 am

Appurtenant hereto is a party wall easement created by Easement Instrument 7776517.3 - 8.4.2008 at 9:00 am

The easements created by Easement Instrument 7776517.3 are subject to Section 243 (a) Resource Management
Act 1991

Subject to a right of way over part marked A on DP 479107 created by Easement Instrument 9859236.1 - 8.10.2014
at 3:48 pm

10589590.2 Mortgage to ANZ Bank New Zealand Limited - 28.10.2016 at 4:08 pm





COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier **408339**
Land Registration District **North Auckland**
Date Issued 08 April 2008

Prior References

NA101B/83

Estate Fee Simple
Area 4826 square metres more or less
Legal Description Lot 2 Deposited Plan 402541

Proprietors

O'Callaghan Holdings Limited

Interests

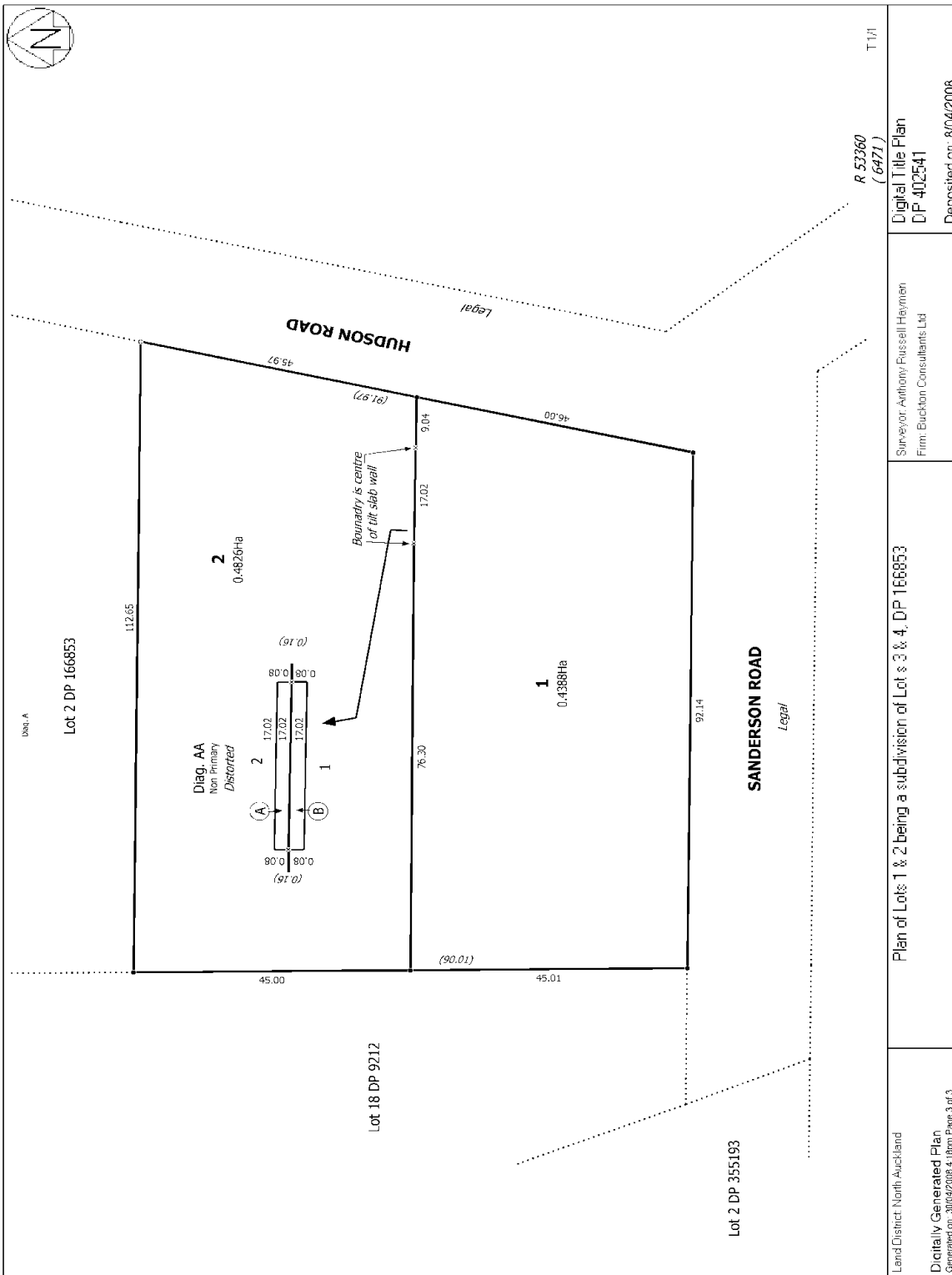
Subject to a party wall easement over part marked A on DP 402541 created by Easement Instrument 7776517.3 - 8.4.2008 at 9:00 am

Appurtenant hereto is a party wall easement created by Easement Instrument 7776517.3 - 8.4.2008 at 9:00 am

The easements created by Easement Instrument 7776517.3 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right of way created by Easement Instrument 9859236.1 - 8.10.2014 at 3:48 pm

10589590.2 Mortgage to ANZ Bank New Zealand Limited - 28.10.2016 at 4:08 pm



Land District: North Auckland	Plan of Lots 1 & 2 being a subdivision of Lot 3 & 4, DP 166853	Surveyor: Anthony Russell Hayman Firm: Euction Consultants Ltd	Digital Title Plan DP 402541	Deposited on: 8/04/2008
Digitally Generated Plan Generated on: 30/04/2008 4:18pm Page 3 of 3				

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

Sections 90A and 90F, Land Transfer Act 1952

EI 7776517.3 Easement I

Cpy - 01/01, Pgs - 006, 08/04/08, 08:14



DocID: 313092990

Land registration district

NORTH AUCKLAND

Grantor

Surname(s) must be underlined.

MASON CONTRACTORS (WARKWORTH) LIMITED

Grantee

Surname(s) must be underlined.

MASON CONTRACTORS (WARKWORTH) LIMITED

Grant* of easement or profit à prendre or creation of covenant

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

Dated this

21

day of

2008

Attestation

 	Signed in my presence by the Grantor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name JOHN ALEXANDER SMYTHE Occupation Solicitor WARKWORTH
Signature [common seal] of Grantor	Address

 	Signed in my presence by the Grantee
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation JOHN ALEXANDER SMYTHE Occupation Solicitor WARKWORTH
Signature [common seal] of Grantee	Address

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

[Solicitor for] the Grantee

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

Annexure Schedule 1

Easement instrument

Dated

2nd April 2008

Page

2

of

6

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Party Wall Easement	Marked "A" on DP 402541	408339	408338
Party Wall Easement	Marked "B" on DP 402541	408338	408339

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

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

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

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

[the provisions set out in Annexure Schedule 2].

~~**Covenant provisions**~~

~~Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.~~

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

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

~~[Annexure Schedule 2].~~

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

Annexure Schedule 2

Insert type of instrument

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

EASEMENT

Dated

22 April 2008

Page

3

of

6

pages

(Continue in additional Annexure Schedule, if required.)

1. Interpretation

In this instrument unless the context otherwise requires:

"these conditions" means these conditions as they may be varied from time to time.

"costs" means the costs of the installation, creation, establishment, repair, maintenance, and serving of any article, property or facility used or needed for the proper exercise of the rights created by this certificate.

"dominant land" in relation to any easement means the land described in Annexure Schedule 1 to which the relevant easement is appurtenant.

"easement" means an easement recorded by this certificate.

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

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

"the Grantor" in relation to each easement means the registered proprietor for the time being of the servient land which is subject to the relevant easement.

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

"the instrument" means this easement instrument (including these conditions) as it may be varied from time to time.

"party wall" means a party wall erected on any party wall area and includes:

- (a) any extension, modification or addition to any party wall;
- (b) any new party wall erected in substitution for a demolished party wall;
- (c) all foundations supporting a party wall; and
- (d) any part of a party wall.

"party wall area" means that part of the land described in Annexure Schedule 1 as being subject to a party wall easement.

"party wall easement" means the rights recorded by this instrument in relation to each party wall area.

"the plan" means deposited plan No 402541 North Auckland Registry.

"servient land" in relation to any easement means the land described in Annexure Schedule 1 which is subject to the relevant easement.

"specified area" means any part of the land specified in the first schedule as being subject to an easement.

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 2

Insert type of instrument

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

EASEMENT

Dated

2nd April 2002

Page

4

of

6

pages

(Continue in additional Annexure Schedule, if required.)

2. General provisions relating to easements

The following provisions are applicable to the easements recorded by this instrument:

- (a) Each grant shall be for all time.
- (b) No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this instrument (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.
- (c) If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this instrument the following provisions shall apply:
 - (i) the other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven days from service of the default notice the other party may perform such obligation;
 - (ii) if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
 - (A) perform such obligation; and
 - (B) for that purpose enter the relevant servient land or dominant land and carry out any work;
 - (iii) the defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of costs incurred in performing such obligation;
 - (iv) the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.
- (d) The Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to any easement.
- (e) (i) The Grantee may for the purpose of complying with any obligation of the Grantee under this certificate in relation to any easement:
 - (A) enter the servient land with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and
 - (B) remain on the servient land for such time as is reasonable for the purpose of performing such obligation.(ii) In exercising any rights under this subclause the Grantee shall:
 - (A) cause as little damage, disturbance, inconvenience and interruption to the servient land and to the use of the servient land as is reasonably necessary; and
 - (B) forthwith make good any damage done to the servient land and to the occupier of the servient land.
- (f) The parties shall pay all costs incurred in connection with the easements created by this certificate in equal proportions, unless the incurring of costs was caused by the deliberate act or omission of either the Grantor or the Grantee, in which case that party shall be responsible for the costs.

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 2

Insert type of instrument

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

EASEMENT

Dated

2nd April 2008

Page

5

of

6

pages

(Continue in additional Annexure Schedule, if required.)

3. Party wall easements

The following provisions shall apply to each party wall easement:

- (a) The Grantee has the right (in common with the Grantor) to:
 - (i) erect a party wall on the party wall area;
 - (ii) modify any party wall within the limits of the party wall area;
 - (iii) use, encroach on and enjoy for the purpose of a party wall the party wall area;
 - (iv) use and enjoy the support and enclosure of the structure on the servient land afforded by the party wall and the land upon which it stands; and
 - (v) use and enjoy the foundations and construction of the party wall and any extension of the party wall below the surface of the party wall area.
- (b) Any party may, on giving to the other party not less than six months' notice in writing of such intention, demolish any existing party wall (including such part of any buildings necessarily involved or required to be demolished) and build upon the party wall area a suitable substitute party wall ("a substitute party wall") as may reasonably be required for any building which that party is erecting or intending to erect and for the continued support of all other buildings affected.
- (c) If a party wall requires demolition for any reason other than pursuant to subclause 5(b) the parties shall proceed to build a substitute party wall.
- (d) The construction of any party wall, any substitute party wall and any modification to any party wall shall be carried out:
 - (i) in a proper and competent manner;
 - (ii) in accordance with plans and specifications approved by the Grantor and the Grantee (such approval not to be unreasonably withheld) before any work (including any demolition work) is commenced;
 - (iii) in accordance with the requirements of law and the local authority having jurisdiction;
 - (iv) with all reasonable speed;
 - (v) in such manner as to cause as little disturbance and nuisance as possible to the other property and the occupiers and users of the other property; and
 - (vi) in such manner as to ensure that the party wall, any building supported by the party wall, and any property affected shall not be rendered unstable or unsafe or jeopardised in any manner.
- (e) A party exercising any rights under these conditions shall make good, at the expense of that party, any damage which may be caused to the other property and any improvements situated on the other property.
- (f) A party shall not be liable to contribute towards the cost of erection, maintenance, repair or modification of any party wall, unless and until such party makes use of such party wall or such modification, and provided that:

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 2

Insert type of instrument

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

EASEMENT

Dated 2nd April 2008

Page 6 of 6 pages

(Continue in additional Annexure Schedule, if required.)

- (i) any party exercising the rights conferred by subclause 5(b) shall be solely liable for the cost of demolition of the existing party wall, the construction of the substitute party wall and any reinstatement required to any buildings or property affected;
- (ii) the parties shall bear equally the costs of demolition of an existing party wall and erecting a substitute party wall pursuant to subclause 5(c); and
- (iii) the provisions of this clause are subject to subclause 2(f).
- (g) Any party wall erected pursuant to a party wall easement shall be and remain the common property of the Grantor and the Grantee who shall have equal rights to the use, ownership and enjoyment of the party wall during the term.
- (h) The provisions of this section shall apply to a substitute party wall.

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. 9859236.1
 Status Registered
 Date & Time Lodged 08 Oct 2014 15:48
 Lodged By Smythe, Lucy Jane
 Instrument Type Easement Instrument



Affected Computer Registers	Land District
408338	North Auckland
408339	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

Signature

Signed by Lucy Jane Smythe as Grantor Representative on 08/10/2014 03:47 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 Lucy Jane Smythe as Grantee Representative on 08/10/2014 03:47 PM

*** End of Report ***

Form B

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

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

Grantor

Mason Contractors Warkworth Limited

Grantee

Mason Contractors Warkworth Limited

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	A on DP 479107	Lot 1 DP 402541 (Computer Register 408338)	Lot 2 DP 402541 (Computer Register 408339)

Form B - continued

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

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

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

Covenant provisions

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



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier **225162**
Land Registration District **North Auckland**
Date Issued 27 July 2005

Prior References

NA138C/298

Estate Fee Simple
Area 15.2306 hectares more or less
Legal Description Lot 2 Deposited Plan 355193

Proprietors

Donald George Stubbs and Jacqueline Hipkins Stubbs

Interests

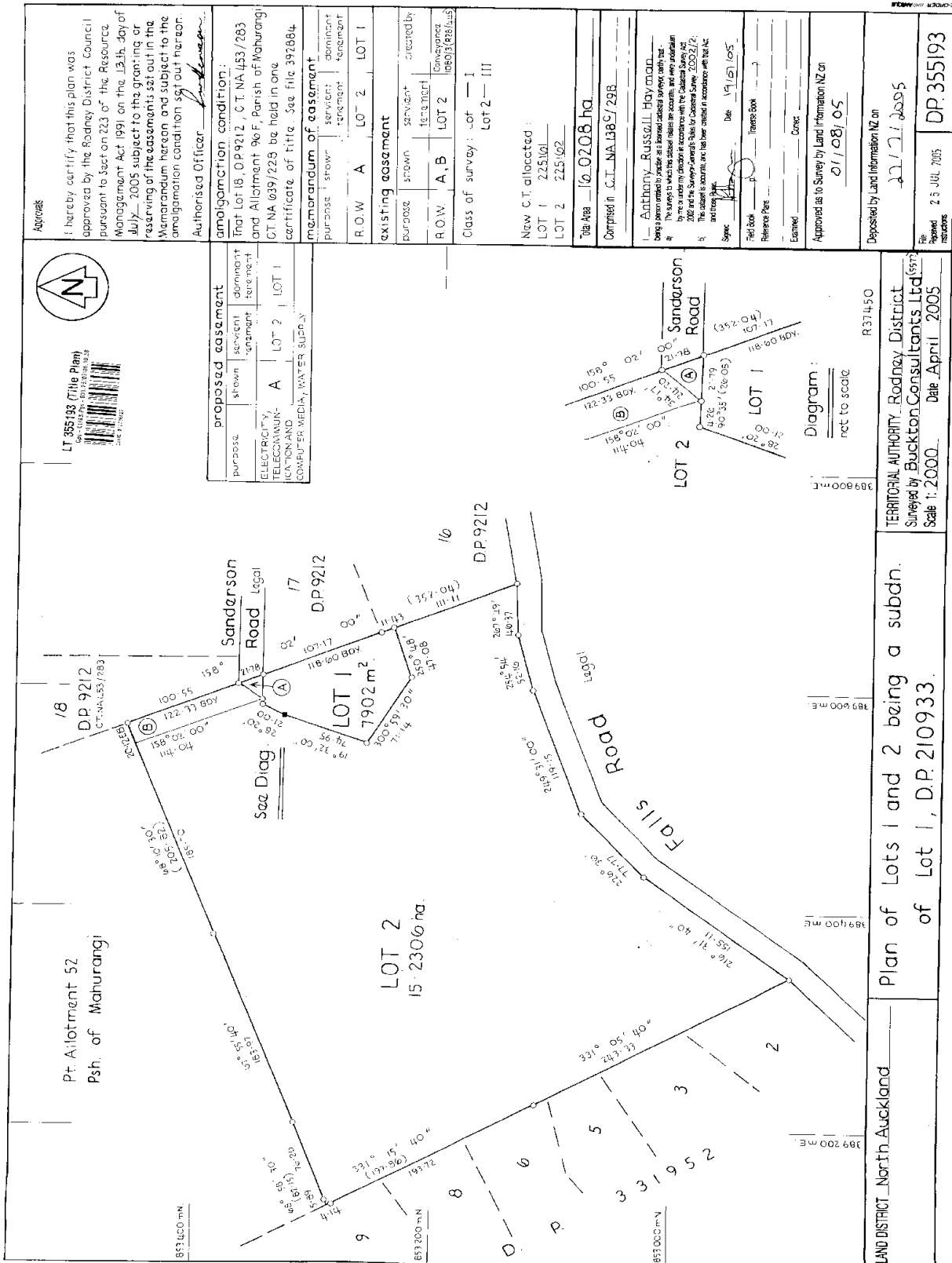
Subject to a right of way over parts marked A and B on DP 355193 created by Conveyance 108013 (R28/445) 5536403.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - Produced 28/03/2003 09:00:00 and Entered 09/05/2003 09:00:01

Subject to a right of way over part marked A on DP 355193 created by Easement Instrument 6511298.4 - 27.7.2005 at 9:00 am

Subject to an electricity, telecommunications, computer media and water supply easements over part marked A on DP 355193 created by Easement Instrument 6511298.4 - 27.7.2005 at 9:00 am

The right of way easement created by Easement Instrument 6511298.4 is subject to Section 243 (a) Resource Management Act 1991

6639909.1 Mortgage to Barbara Agnes Boyd Clarke and Frederick Hipkins Clarke - 8.11.2005 at 9:00 am



108013 (R28/445) YEC

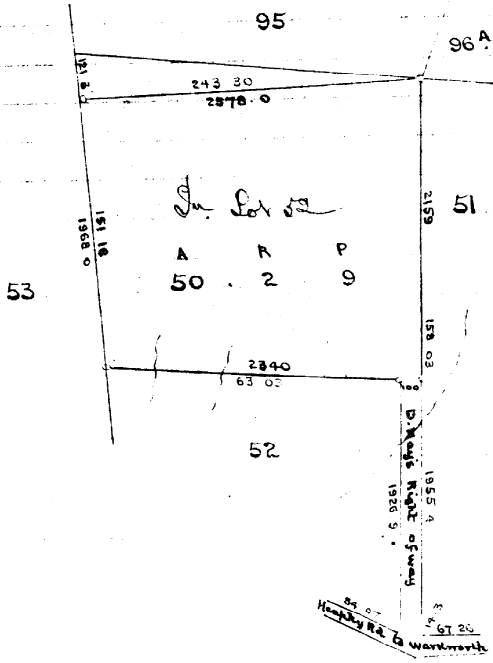
108013

2366. Stamp 187- defaced

This Land

Received for Registration at 12 N. 13th July 1855 thousand eight hundred and eighty eight
 J. J. Wilson by Registrar (deed) dated the 10th day of June 1888. John Barton of Makaraui in the Province
 of part of allotment number 52 of the Parish of Makaraui. I B 209. John M. Abrahamson. Auctioneer. 1855

188
 24
 11
 1089
 J. J. Wilson
 Registrar



consideration of the sum of one thousand pounds paid
 said David May to the said John Barton the receipt whereof
 he hereby acknowledges and the said John Barton doth he
 convey and assure unto the said David May his heirs and
 assigns All that allotment or parcel of land in the Provincial
 District of Auckland aforesaid containing by measurement fifty
 two rods and nine perches more or less being part of
 of Makaraui in the County of Marsden and being part of
 number fifty two bounded on the north East by allotment
 fifty one of the same on the south East by the part of said
 fifty nine hills on the South East by the part of said
 fifty two Two thousand three hundred and forty perches
 South West by allotment number five hundred and
 one thousand nine hundred and thirty two on the
 North West by allotment number five hundred and
 two thousand four hundred and thirty two and on the
 several admeasurements aforesaid

delimited by the plan drawn hereon With all the rights and appurtenances thereto
 the same unto the said David May his heirs executors administrators and assigns
 and this deed further intenceth that for the time being the said John Barton
 hereby grant unto the said David May his heirs and assigns a right of way
 of ingress egress regress passage and way with or without so called a right of way
 for all purposes over and upon a strip of land more or less
 conveyed along the North East boundary of said lot fifty two to the said David May
 as the same is delimited on that part of the plan hereon colored yellow
 unto the said David May his heirs executors administrators and assigns for their
 use and benefit and also for the use and benefit of his and their heirs
 their and every of their servants and also for the use and benefit of all persons

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

SE 6511298.1 Surrender

Cpy - 01/04, Pgs - 003, 26/07/05, 16:34



DocID: 312040203

Land registration district

North Auckland

Grantee

Surname(s) must be underlined.

FHC HOLDINGS LIMITED

Grantor

Surname(s) must be underlined.

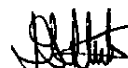
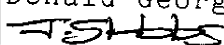
Donald George STUBBS and Jacqueline Hipkins STUBBS

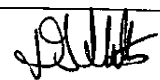
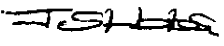
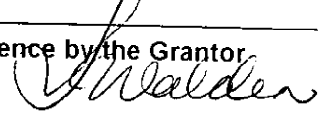
Surrender* of easement, or profit à prendre, or covenant

The Grantee, being the registered proprietor of the dominant tenement(s) set out in Schedule A or being the Grantee in gross, **surrenders to the Grantor** the easement(s), profits(s) à prendre, or covenant(s) set out in Schedule A, and the Grantor accepts the surrender of those easement(s), profits(s) à prendre, or covenant(s).

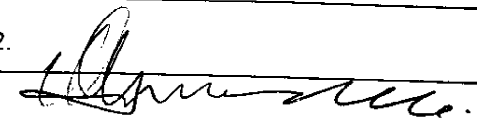
Dated this 25th day of July 2005

Attestation

 Donald George Stubbs-Director  Jacqueline Hipkins Stubbs - Director	Signed in my presence by the Grantee
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantee	

 	Signed in my presence by the Grantor 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation IRENE WALDEN LEGAL SECRETARY WARKWORTH Address
Signature [common seal] of Grantor	

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



[Solicitor for] the Grantor

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

Approved by Registrar-General of Land under No. 2002/6056
Annexure Schedule 1

Easement surrender
instrument

Dated 25th July 2005


Page 2 of 2 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Nature of easement, profit, or covenant	Unique identifier (Document number)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Created by Conveyance 108013(R28/445) except as to Areas marked A and B on DP355193 which are not to be surrendered.	138C/298	758/168

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

Landonline User ID: sidaviesau

HEREWITH

Dealing / SUD Number:
(LINZ Use only)

LODGING FIRM: **S T DAVIES (AUCK) LTD**

Survey Plan (#)

Address: **DX DP94507 TITIRANGI**

Title Plan (#)

PO BOX 15 1161 NEW LYNN

Traverse Sheets (#)

AUCKLAND

Field Notes (#)

Uplifting Box Number: **43 26/07/05**

Calc Sheets (#)

ASSOCIATED FIRM: **DYSON SMYTHE & GLADWELL**

Survey Report

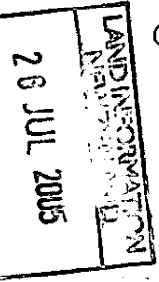
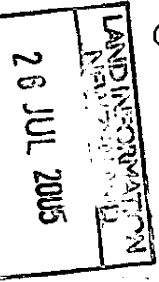
Client Code / Ref: **(JAS) PAID \$496**

Other (state)

Rejected Dealing Number:

Priority Barcode/Date Stamp
(LINZ use only)

GEN



SE 6511298.1 Surrender!
Cpy - 02/04, Pgs - 003, 26/07/05, 15:34
Copies
(Inc. original)
DocID: 31264203
DP355193

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
	See Schedule	SE	FHC HOLDINGS TO STUBBS	50.00							\$50.00
1		C224	RODNEY DISTRICT COUNCIL	50.00							\$50.00
2	225161 & 225162	OCT	STUBBS: DG & JH	212.00							\$212.00
3	See Schedule	EI	STUBBS: DG & JH	50.00							\$50.00
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Original Signatures? _____

Subtotal (for this page)	\$362.00
Total for this dealing	\$362.00
Less Fees paid on Dealing #	
Debit my Account for	\$362.00

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

Sections 90A and 90F, Land Transfer Act 1952

EI 6511298.4 Easemen

Copy - 01/01, Pgs - 002, 26/07/05, 16:34



DocID: 312040206

Land registration district

North Auckland

Grantor

Surname(s) must be underlined.

Donald George STUBBS and Jacqueline Hipkins STUBBS

Grantee

Surname(s) must be underlined.

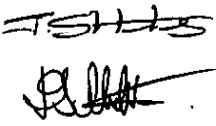

Donald George STUBBS and Jacqueline Hipkins STUBBS

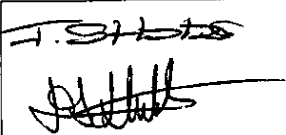
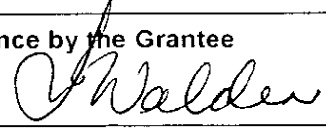
Grant* of easement or profit à prendre or creation or covenant

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

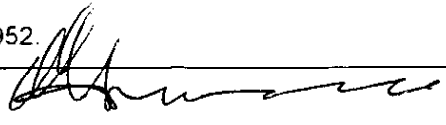
Dated this 25th day of July 2005

Attestation

 Signature [common seal] of Grantor	Signed in my presence by the Grantor 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name IRENE WALDEN Occupation LEGAL SECRETARY WARKWORTH Address

 Signature [common seal] of Grantee	Signed in my presence by the Grantee 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name IRENE WALDEN Occupation LEGAL SECRETARY WARKWORTH Address

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



[Solicitor for] the Grantee

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

Annexure Schedule 1

Easement instrument

Dated 25th July 2005

Page 2 of 2 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked A on DP355193	225162	225161
Electricity, Telecommunications, Computer Media & Water Supply	Marked A on DP355193	225162	225161

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

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

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

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

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

~~Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.~~

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

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

~~[Annexure Schedule 2].~~

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

TS



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier 796060
Land Registration District North Auckland
Date Issued 22 August 2017

Prior References

NA138C/299

Estate Fee Simple
Area 8.9655 hectares more or less
Legal Description Lot 1 Deposited Plan 508375

Proprietors

Falls Road Limited

Interests

5536403.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - Produced 28.3.2003 at 9:00 am and Entered 9.5.2003 at 9:00 am

8824477.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Auckland Council - 26.7.2011 at 12:02 pm

9489958.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Auckland Council - 11.9.2013 at 2:44 pm

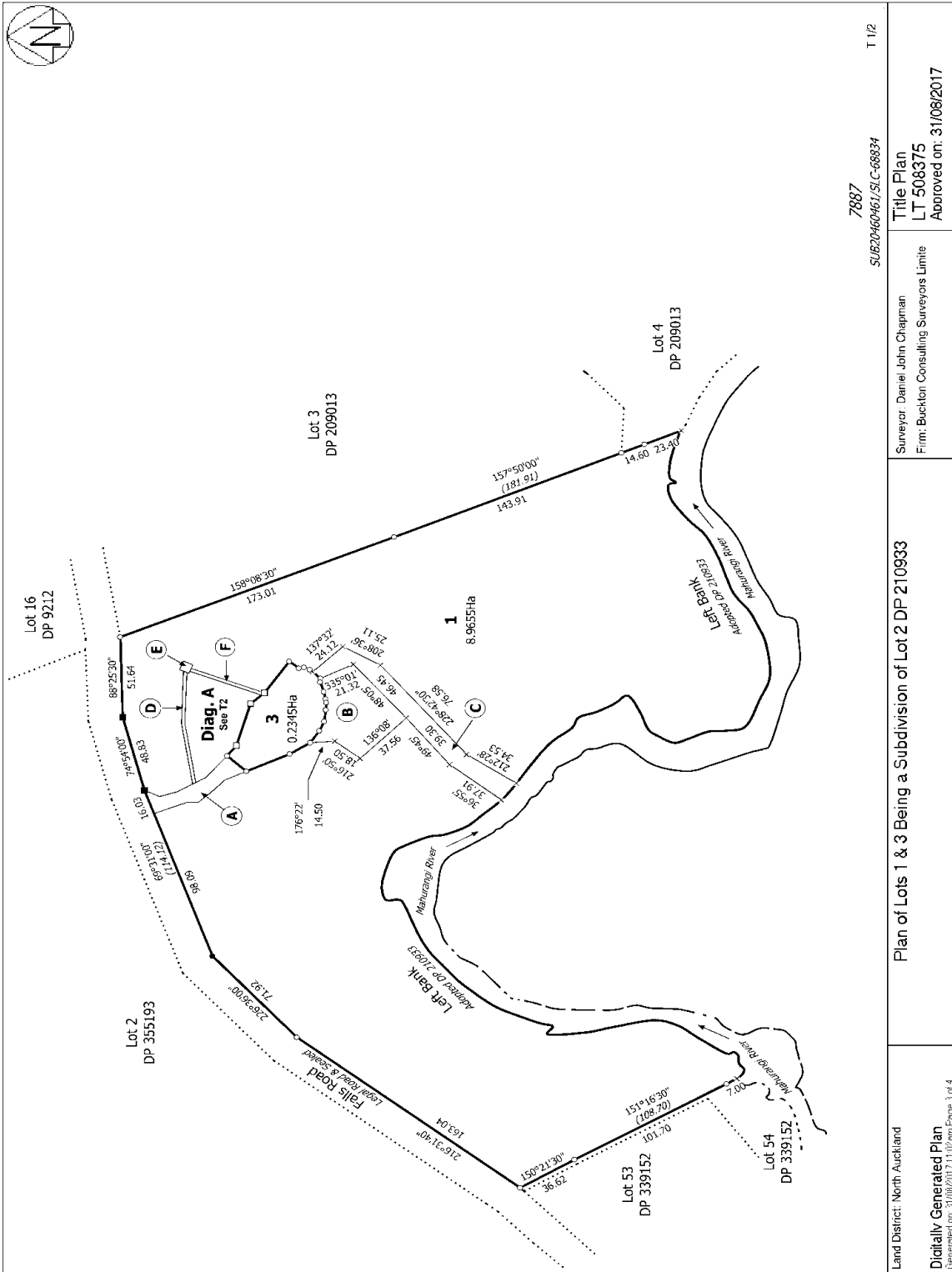
10711833.5 Mortgage to New Zealand Mortgages and Securities Limited - 24.3.2017 at 3:20 pm

10878253.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 22.8.2017 at 4:55 pm

Subject to a right of way and a right to convey telecommunications & computer media over part marked A, a right to convey electricity over part marked A, D & E, a right to convey water over part marked A, E & F, a right to drain sewage over part marked B, and a right to drain water over part marked C all on DP 508375 created by Easement Instrument 10878253.3 - 22.8.2017 at 4:55 pm

Some of the easements created by Easement Instrument 10878253.3 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 10878253.4 - 22.8.2017 at 4:55 pm (Limited as to duration)



7887
 SUB2040461/SLC-68834
 T 1/2

Surveyor: Daniel John Chapman
 Firm: Buckton Consulting Surveyors Limited

Plan of Lots 1 & 3 Being a Subdivision of Lot 2 DP 210933

Land District: North Auckland
 Digitally Generated Plan
 Generated on: 31/08/2017 11:02am Page 3 of 4

Title Plan
 LT 508375
 Approved on: 31/08/2017



View Instrument Details

Instrument No. 10878253.2
Status Registered
Date & Time Lodged 22 Aug 2017 16:55
Lodged By Van Velthooven, Ben Andrew Her
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
796060	North Auckland
796061	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Benjamin Clarke Langdon as Territorial Authority Representative on 22/08/2017 04:20 PM

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



IN THE MATTER

of a Plan lodged for
Deposit under
Number 508375

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 508375 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

Development and subdivision restrictions

- a. No new dwellings, buildings, access ways or services shall be constructed on Lot 1
- b. Lot 1 shall not be subdivided.

Conditions (a) and (b) above shall cease to apply upon the earlier of either:

- i) the Council's decision on submissions to a plan change that relates to the zoning of the lots; or
- ii) three calendar years after a plan change that relates to the zoning of the lots is publicly notified in accordance with the Resource Management Act 1991.

Building restriction Any buildings erected on Lot 1 within the building site identified on the plan prepared by Buckton Consulting Surveyors, reference 7887, dated 13/07/17, shall be subject to the requirements of the Initial Geotechnical Assessment Report prepared by KGA Geotechnical Limited, ref: 9585-3, dated: 2 September 2016, which includes specific geotechnical investigation and expansive soil testing, and any subsequent reports. Copies of the above plan and report are held at the offices of the Council, Centreway Road, Orewa. Any buildings erected outside the identified building site will require further investigation and geotechnical comment as to their suitability.

Habitable floor level Any buildings erected on Lot 1 shall be subject to a minimum habitable floor level not lower than RL 21.0 metres, DoSLI Datum.

Firefighting provision Upon the construction of a habitable building on Lot 1 sufficient water volume, pressure & flow shall be provided to the Lot in accordance with NZFS Fire Fighting Water Supplies Code of Practice SNZ 4509:2008 and that this water supply be accessible for firefighting purposes. Should the water supply be provided by way of tank storage, this storage must be located a safe distance away from any habitable dwelling in accordance with the above Code of Practice.

Provision for power and telephone The owners and their successors in title of Lot 1 shall advise future purchasers of the lot that the lot is not currently connected to the reticulated telephone or power networks but that there is capacity in those networks for the site to be serviced.

The following conditions shall be complied with in perpetuity and shall be registered on the title of Lot 3 by way of a consent notice pursuant to section 221 of the RMA.

Development and subdivision restrictions

- a. No new dwellings, buildings, access ways or services shall be constructed on Lot 3.
- b. Lot 3 shall not be subdivided.

Conditions (a) and (b) above shall cease to apply upon the earlier of either:

- i) the Council's decision on submissions to a plan change that relates to the zoning of the lots; or
- ii) three calendar years after a plan change that relates to the zoning of the lots is publicly notified in accordance with the Resource Management Act 1991.

Advice note

The consent holder is advised that future subdivision of Lot 1 that creates lots less than 4 hectares will require the provision of esplanade reserve of 20 metres in accordance with the Resource Management Act and the Auckland Council Unitary Plan; and that this includes alongside the branch of the Mahurangi River stream that runs between Lot 1 and Lots 7 and 10 on the approved scheme plan.

SECOND SCHEDULE

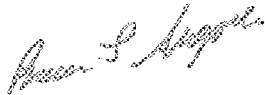
An estate in fee simple in more or less being Lot 2 DP 210933 comprised in Certificate of Title NA138C/299.

THIRD SCHEDULE

Lots 1 and 3 DP 508375.

DATED this 15th day of August 2017

SIGNED for and on behalf of the AUCKLAND COUNCIL



Authorised Officer

RESOURCE CONSENT CCT90065337 (R68834)



Instrument No. 10878253.3
Status Registered
Date & Time Lodged 22 Aug 2017 16:55
Lodged By Van Velthooven, Ben Andrew Her
Instrument Type Easement Instrument



Affected Computer Registers	Land District
796060	North Auckland
796061	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 10711833.5 has consented to this transaction and I hold that consent

Signature

Signed by Benjamin Clarke Langdon as Grantor Representative on 22/08/2017 04:20 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Benjamin Clarke Langdon as Grantee Representative on 22/08/2017 04:21 PM

*** End of Report ***

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

2015/6246
APPROVED
Registrar-General of Land

Page **1** of **3** pages

Grantor

Falls Road Limited

Grantee

Falls Road Limited

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register) DP 508375	Dominant Tenement (Computer Register) or in gross DP 508375
Right of Way, Right to Convey Electricity, Right to Convey Telecommunications and Compute Media, Right to Convey Water	"A" on DP 508375	796060	796061
Right to Drain Sewage	"B" on DP 508375	796060	796061
Right to Drain Water	"C" on DP 508375	796060	796061
Right to Convey Electricity	"D" on DP 508375	796060	796061
Right to Convey Electricity, Right to Convey Water	"E" on DP 508375	796060	796061
Right to Convey Water	"F" on DP 508375	796060	796061

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

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

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

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

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

~~{the provisions set out in Annexure Schedule 1 }~~

Covenant provisions

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

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

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

~~{Annexure Schedule 1 }~~

Annexure Schedule 1

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required.

In addition to the Fourth Schedule to the Land Transfer Regulations 2002 and the Property Law Act 2007 the following shall apply:

1. The Grantor and the Grantee (and their respective successors in title) each acknowledge and agree that the rights and powers as they relate to the rights to convey electricity, telecommunications, computer media and water, drain water, drain sewage ("service easements") and right of way ("Easement Rights") contained in this Easement Instrument shall endure until such a time as the Servient Tenement has been subdivided into residential lots (whether in whole or in part) at the discretion of the Grantee ("the Subdivision") and the Dominant Tenement has been connected to all Municipal services and provided with road access.
2. The Grantor shall be responsible (at its own cost) for:
 - a. reasonably ensuring that the easement facilities as they relate to the Easement Rights are maintained (except for any act or omission by the Grantee) during the construction of the Subdivision;
 - b. obtaining any consents (including that of any Relevant Authority) to give effect to the surrender of the Easement Rights;
 - c. delivering to the boundary of the Dominant Tenement and connecting the Municipal services to the Dominant Tenant; and
 - d. providing road access to the Dominant Tenement by way of a road.
3. The Grantee will immediately upon request to do so by the Grantor, give or procure or join in giving and procuring any consent and execute all such documents and do all such things necessary or expedient to surrender and extinguish the Easement Rights.
4. If there is a conflict between the provisions of this easement and Land Transfer Regulations 2002 and the Property Law Act 2007 the provisions of this easement shall prevail.



Instrument No. 10878253.4
 Status Registered
 Date & Time Lodged 22 Aug 2017 16:55
 Lodged By Van Velthooven, Ben Andrew Her
 Instrument Type Easement Instrument



Affected Computer Registers	Land District
796060	North Auckland
796061	North Auckland

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 10711833.5 has consented to this transaction and I hold that consent

Signature

Signed by Benjamin Clarke Langdon as Grantor Representative on 22/08/2017 04:21 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 Benjamin Clarke Langdon as Grantee Representative on 22/08/2017 04:21 PM

*** End of Report ***

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

2015/6246
APPROVED
Registrar-General of Land

Page 1 of 5 pages

Grantor

Falls Road Limited

Grantee

Falls Road Limited

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		796061	796060

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule 1 _____]~~

Annexure Schedule 1

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required.

Definitions and Interpretation

- 1.1 In this instrument unless the context otherwise requires:
- “Developer”** means Falls Road Limited and its successors and assigns who carry out the Development on the Land.
- “Development”** means the Developer’s intended development of the Land as lifestyle residential development in stages in accordance with a comprehensive scheme of development.
- “Land”** means the land contained within computer register 796060 intended for development by the Developer.
- 1.2 Reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it, and a regulation or statutory instrument issued under it
2. **Land Covenant**
- The Grantor and all transferees, tenants, lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Grantor’s land covenants with the Developer for the benefit of the Dominant Tenement as set out in the Schedule.

SCHEDULE

(Covenants)

1. The Grantor acknowledges and accepts that the Developer intends to develop the Land in accordance with a comprehensive scheme of development. The Grantor agrees to co-operate with the Developer in connection with the Development in any form and for that purpose:
- 1.1 To allow the Developer to carry out any works on the Land required to complete the Development and not to make any claim arising out of such works including (without limitation) the construction of any building, improvements, alterations, additions or other works, or operations associated with such works including (without limitation) dust or noise;
- 1.2 Not to (either by itself or through any other person) object to, oppose, impede, hinder, or otherwise obstruct any application or the grant, renewal, continuation, confirmation, variation or alteration pursuant to the Resource Management Act 1991 (**RMA**) of any existing, pending and/or future authorisations under the RMA which in any way relate to the Development in any form and to support and sign written approvals in relation to any such authorisation if requested to by the Developer;
- 1.3 Not to do, or permit or procure to be done, any act, matter or thing which is intended to prevent or restrict, or has the effect of preventing or restricting, the Development in any way whatsoever, including taking any civil action

	and/or any enforcement proceedings pursuant to the RMA or any other statute;						
1.4	To require all transferees, tenants, lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Grantor's Property to enter into covenants on the same terms as paragraphs 1.1 to 1.4 of this Schedule for the benefit of the Developer;						
1.5	Not to fund, facilitate, assist or promote any other person, entity or group or otherwise be involved in, any act, matter or thing that if carried out by the Grantor would breach paragraphs 1.1 to 1.4 of this Schedule;						
1.6	To pay all legal costs and disbursements in the preparation, execution, registration, enforcement and any ultimate release of this Instrument and in respect of the performance and observance by the Grantor and other persons of the covenants in this Schedule and to otherwise indemnify the Developer against any claims loss and expense of whatever kind incurred by the Developer as a consequence of the Grantor or other persons failing to comply with the provisions and terms of this Instrument;						
1.7	Not to change or develop the Servient Tenement in such a way as would interfere or delay the Development;						
1.8	Not to change, alter or extend any existing building or erect on any part of the Servient Tenement any new building or structure without the prior written consent of the Developer. Such consent shall not be unreasonably or arbitrarily withheld.						
2.	The Grantor further agrees that the terms and conditions of this Instrument may be enforced against the Grantor to ensure compliance with the requirements of paragraph 1 of this Schedule.						
3.	The Grantor and the Developer agree to preserve for the period of time set out in this Instrument the integrity of the agreements reached in this Instrument and to always act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement instrument) whenever reasonably required by the Developer and otherwise obtain any consents which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Grantor and the Developer in this Instrument.						
4.	If there should be any breach or non-observance by the Grantor of any of the covenants or restrictions contained in this Instrument, then without prejudice to any other liability which the Grantor may have to the Developer or any person or persons having the benefit of the covenants and restrictions, the Grantor will upon written demand made by any Developer or their nominee: <ol style="list-style-type: none"> <tr> <td>4.1</td> <td>pay to the person making such demand as liquidated damages the sum of five hundred dollars (\$500) 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. The said amount of \$500 shall be increased annually by reference to the Consumer Price Index (CPI) (All Groups) or equivalent replacement index; and</td> </tr> <tr> <td>4.2</td> <td>remove or cause to be removed from the Grantor's Property any offending item or desist from doing anything in breach or non-observance of the covenants, and</td> </tr> <tr> <td>4.3</td> <td>otherwise take all steps necessary to remedy the breach for non-observance of the covenants if the breach is capable of remedy.</td> </tr> 	4.1	pay to the person making such demand as liquidated damages the sum of five hundred dollars (\$500) 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. The said amount of \$500 shall be increased annually by reference to the Consumer Price Index (CPI) (All Groups) or equivalent replacement index; and	4.2	remove or cause to be removed from the Grantor's Property any offending item or desist from doing anything in breach or non-observance of the covenants, and	4.3	otherwise take all steps necessary to remedy the breach for non-observance of the covenants if the breach is capable of remedy.
4.1	pay to the person making such demand as liquidated damages the sum of five hundred dollars (\$500) 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. The said amount of \$500 shall be increased annually by reference to the Consumer Price Index (CPI) (All Groups) or equivalent replacement index; and						
4.2	remove or cause to be removed from the Grantor's Property any offending item or desist from doing anything in breach or non-observance of the covenants, and						
4.3	otherwise take all steps necessary to remedy the breach for non-observance of the covenants if the breach is capable of remedy.						

5. The Grantor, however, acknowledges and agrees that damages may not be an adequate remedy in the event of a breach by the Grantor of the covenants contained in this Instrument, and without limiting any other rights at law or in equity available to the Developer or to a person having the benefit of the Grantor's covenants contained in this Instrument, a breach of any of the covenants in this Instrument shall entitle the Developer, the person having the benefit of the Grantor's covenants contained in this Instrument and their successors in title to immediate injunctive relief or to seek specific performance.
6. Any expenses and costs incurred in enforcing the covenants in this Instrument against the Grantor shall constitute a debt and any moneys due and payable by the Grantor shall be enforceable against the Grantor as if it were a debt.
7. The Developer shall not be required or be liable to enforce all or any of the covenants, stipulations or restrictions contained in this Instrument and on the part of the Grantor to be observed and performed nor will the Developer be liable to the Grantor for or be required to enforce any breach of any like covenants, stipulations or restrictions by any other person.
8. Notwithstanding any rule of law or equity to the contrary:
 - 8.1 the covenants contained in this Instrument have been made by the parties for themselves and their respective successors in title and any persons deriving title under them and shall have effect as if those successors and other persons were expressed. Accordingly, the rights accruing to the Developer or any party having the benefit of the covenants contained in this Instrument shall be enforceable at the suit of the Developer or such person having the benefit of the covenants contained in this Instrument for so long as the Developer or such person having the benefit of the covenants contained in this Instrument shall remain a registered proprietor of the Developer's Land, or any part of the Developer's Land, and upon transfer of such land to a third party, those rights shall be enforceable by any of their respective successors in title.
 - 8.2 the covenants contained in this Instrument shall be binding upon the Grantor and its successors in title, and shall enure for the benefit of the Developer and the Developer's successors in title, until the earlier of the completion of the Development and 30 June 2037;
 - 8.3 the parties and their successors and persons deriving title under them shall be deemed to include the lessee, licensee or occupiers for the time being of the relevant Property; and
 - 8.4 sections 23(2), 275 to 279 (inclusive) and 301 to 306 (inclusive) of the Property Law Act 2007 shall apply.
9. The Grantor shall have liability under this Instrument only in respect of breaches in respect of the Grantor's Property that occur while the Grantor is registered proprietor of the Grantor's Property. Notwithstanding that the Grantor may have granted a lease or licence or other right to occupy the Grantor's Property to any other party, the Grantor shall be liable to the Developer or any party having the benefit of the covenants contained in this Instrument for and in respect of any breaches that shall be occasioned by any such lessee, licensee or occupier of the Grantor's Property.
10. This Instrument is governed by and shall be construed in accordance with the laws of New Zealand, and the parties submit to the exclusive jurisdiction of the New Zealand Courts.



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier 302165
Land Registration District North Auckland
Date Issued 04 October 2006

Prior References

225161 NA26D/104

Estate Fee Simple
Area 8295 square metres more or less
Legal Description Lot 2 Deposited Plan 375015

Proprietors

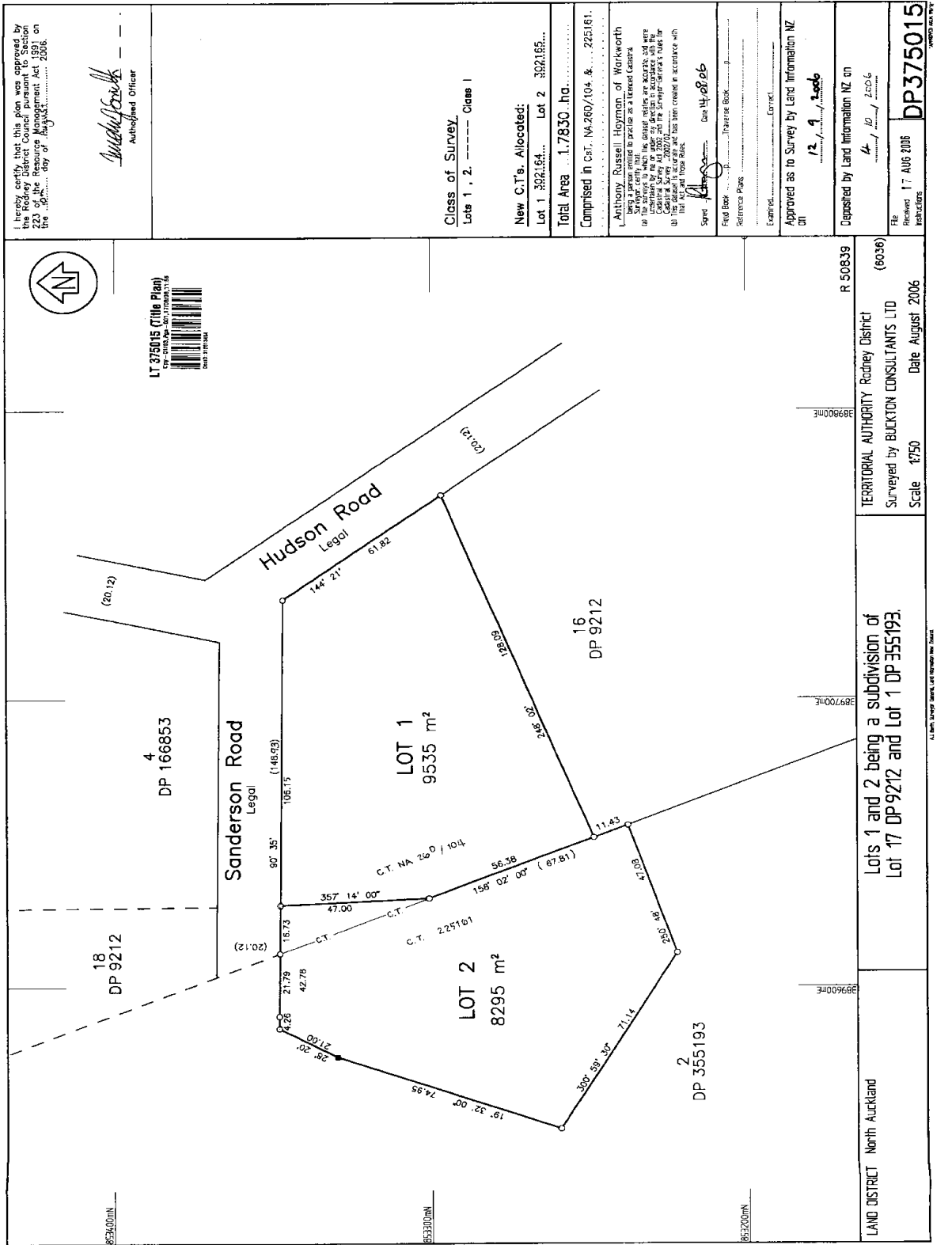
Mason Contractors Warkworth Limited

Interests

Appurtenant hereto is a right of way created by Easement Instrument 6511298.4 - 27.7.2005 at 9:00 am (affects part formerly in CT 225161)

Appurtenant hereto is an electricity, telecommunications, computer media and water supply easements created by Easement Instrument 6511298.4 - 27.7.2005 at 9:00 am (affects part formerly in CT 225161)

The right of way easement created by Easement Instrument 6511298.4 is subject to Section 243 (a) Resource Management Act 1991





**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier NA43B/210
Land Registration District North Auckland
Date Issued 11 April 1979

Prior References

NA29A/122

Estate Fee Simple
Area 1.6018 hectares more or less
Legal Description Lot 16 Deposited Plan 9212

Proprietors

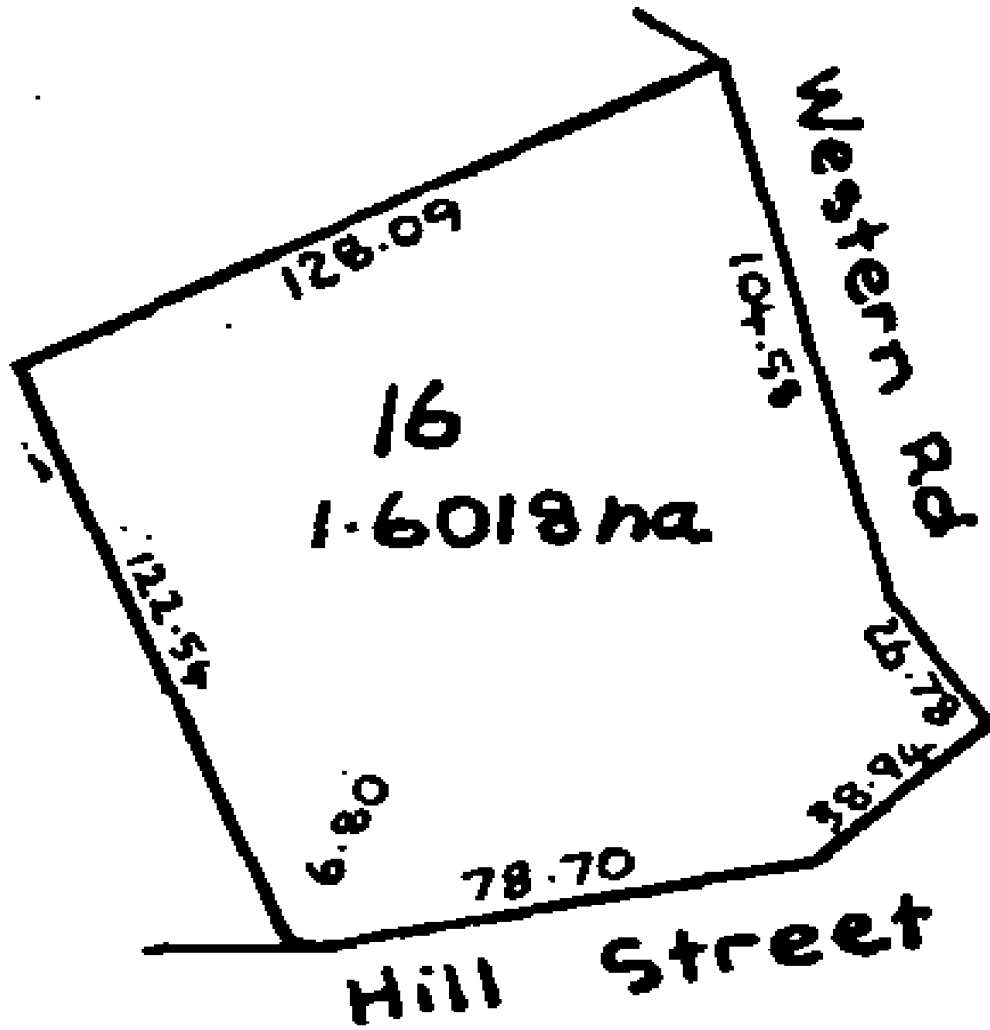
Albert Road Investments Limited

Interests

10798967.3 Mortgage to Newgate Capital Limited - 6.6.2017 at 3:18 pm

Identifier

NA43B/210





COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier 302164
Land Registration District North Auckland
Date Issued 04 October 2006

Prior References

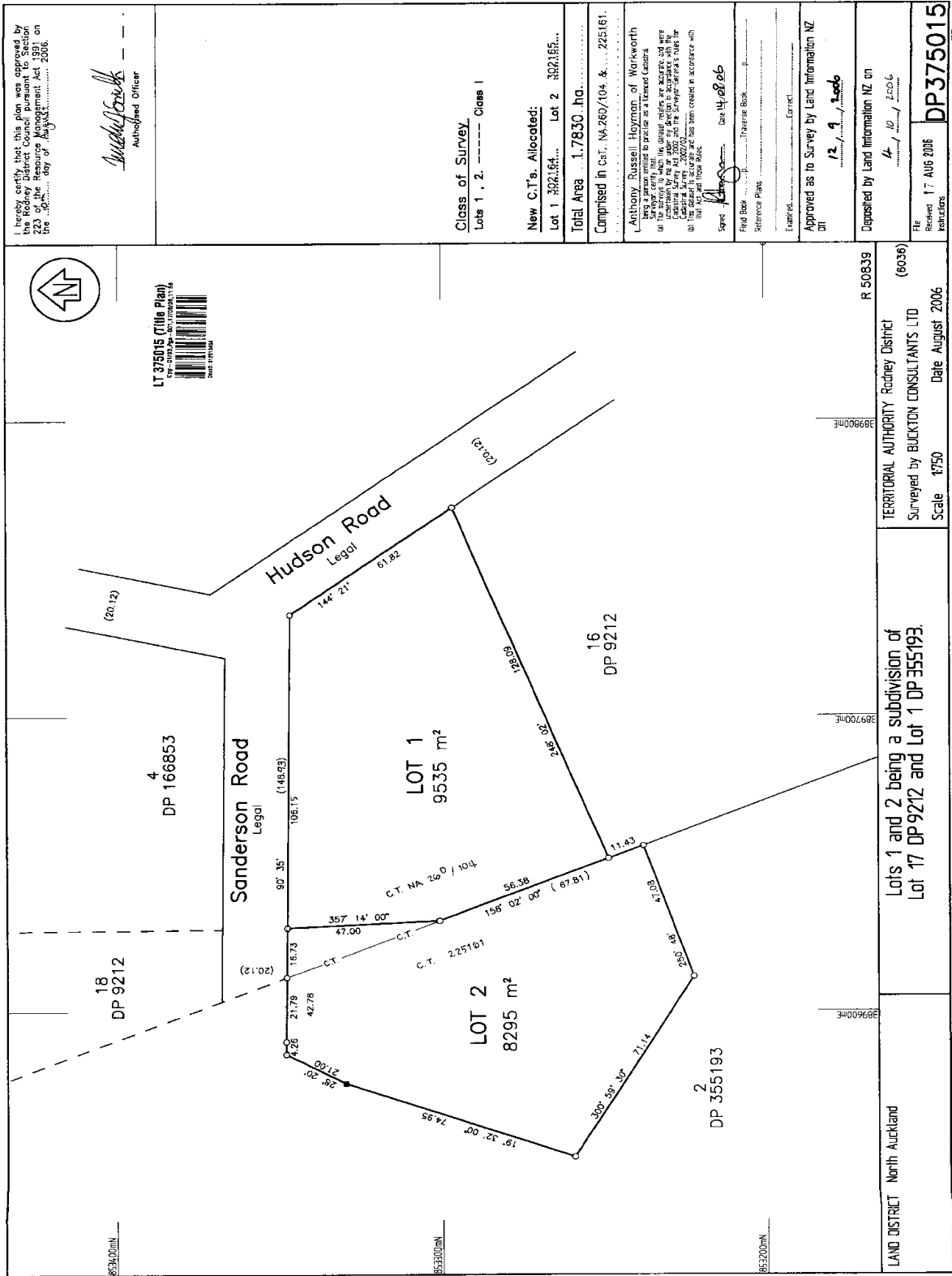
NA26D/104

Estate Fee Simple
Area 9535 square metres more or less
Legal Description Lot 1 Deposited Plan 375015

Proprietors

Watercare Services Limited

Interests



I hereby certify that this plan was approved by the Rodney District Council pursuant to Section 223 of the Resource Management Act 1991 on the ... day of ... 2006.

Anthony Russell
Authorized Officer

Class of Survey:
Lots 1, 2. ----- Class 1

New C.T.'s Allocated:
Lot 1 352164... Lot 2 352165...

Total Area: 1.7830 ha.

Comprised in Cst.: NA 260/104 & ... 225161.

Anthony Russell, Heyman of Worthworth being a person entitled to practice as a Licensed Cadastral Surveyor, certifies that the course parties are accurate and were determined by him as a person so entitled to practice as a Licensed Cadastral Surveyor. This plan is a true and correct copy of the original plan as shown to him and the original plan is held by him. This plan is accurate and has been created in accordance with the provisions of the Resource Management Act 1991.

Signed: *Anthony Russell* Date: 14/08/06

Field Book: ...
Reference Plans: ...
Examined: ...
Approved as to Survey by Land Information NZ on: 12/08/2006

Deposited by Land Information NZ on: 14/08/2006

File: 17 AUG 2006
Instructions: DP375015

R 50839
(6036)
TERRITORIAL AUTHORITY Rodney District
Surveyed by BUCKTON CONSULTANTS LTD
Scale 1:750 Date August 2006

Lots 1 and 2 being a subdivision of Lot 17 DP 9212 and Lot 1 DP 355193.

LAND DISTRICT North Auckland



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier NA137A/579
Land Registration District North Auckland
Date Issued 07 July 2005

Prior References

NA110A/711

Estate Fee Simple
Area 2.1007 hectares more or less
Legal Description Lot 3 Deposited Plan 209013

Proprietors

Mason Contractors Warkworth Limited

Interests

Appurtenant hereto is a water supply easement created by Easement Instrument 6487437.3 - 7.7.2005 at 9:00 am

Appurtenant hereto is an electricity supply easement created by Easement Instrument 10827568.1 - 22.6.2017 at 10:39 am

Signed by: *[Signature]*
S. E. Phipps
Surveyor

PROPOSED EASEMENT

Purpose	Shown	Approved	Remarks
Water	Swassy	A	LOTS 1 and 3

CLASS OF SURVEY

Class of Survey: Class 1

New L.S.T. ALLOCATED

Lot 1: 137A/579 Lot 2: 137A/578
Lot 3: 137A/579 Lot 4: 137A/580

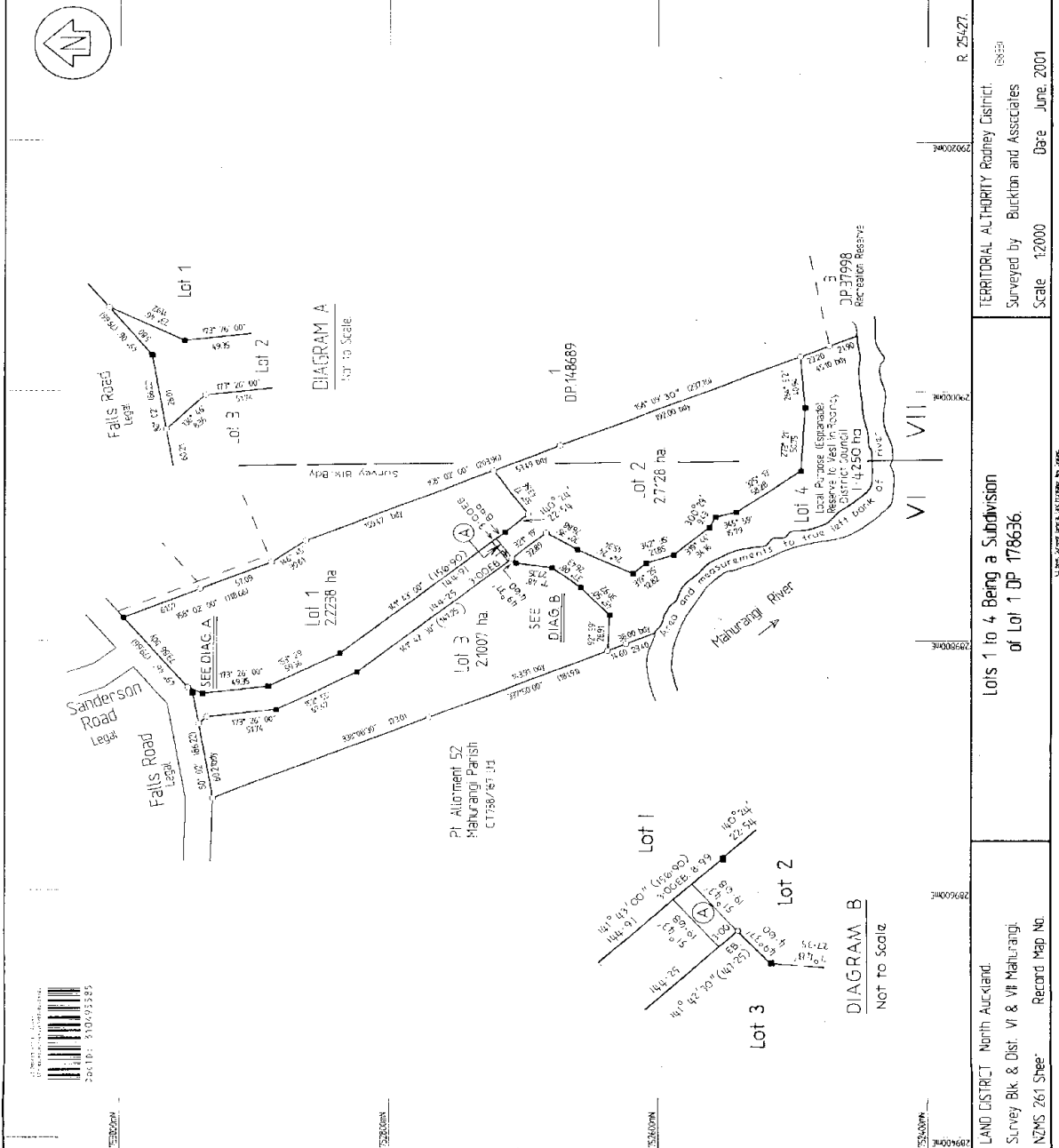
Total Area: 84623 ha

Comprised in: CT 1006/711

Approved as to Survey: *[Signature]*
12/10/2002
Surveyor

Deposited this 7 day of July 2005

Registrar General of Land
5 AUG 2002
D.P. 209013



LAND DISTRICT North Auckland
Survey Blk & Dist. VI & VII Maturangi
NZMS 261 Sheet Record Map No.

Scale 1:2000 Date June 2001

TERRITORIAL AUTHORITY Rodney District
Surveyed by Buckton and Associates
Scale 1:2000 Date June 2001

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

Land registration district

NORTH AUCKLAND

EI 6487437.3 Easement I

Cpy - 01/01, Pgs - 004, 07/07/05, 09:31



DocID: 312010095

Grantor

Surname(s) *rr.*

WOODCOCKS HOLDINGS LIMITED

Grantee

Surname(s) must be underlined.

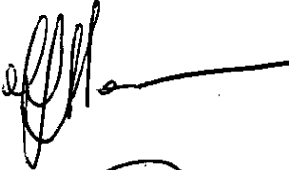
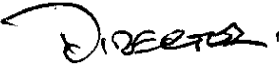
WOODCOCKS HOLDINGS LIMITED

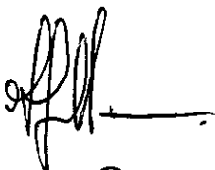

Grant* of easement or profit à prendre or creation or covenant

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

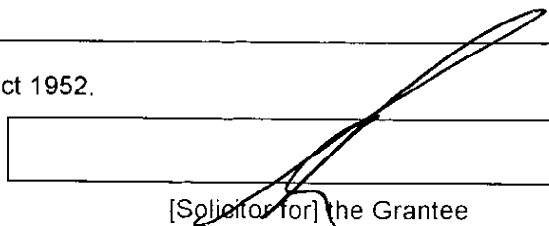
Dated this 30th day of June 2005

Attestation

 	Signed in my presence by the Grantor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation JOHN ALEXANDER SMYTHE Solicitor Address WARKWORTH
Signature [common seal] of Grantor	

 	Signed in my presence by the Grantee
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation JOHN ALEXANDER SMYTHE Solicitor Address WARKWORTH
Signature [common seal] of Grantee	

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


[Solicitor for] the Grantee

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

Annexure Schedule 1

Easement instrument

Dated 30th June 2005

Page 2 of 3 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Water Supply	Marked A on DP209013	137A/578	137A/577, 137A/579

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

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

~~The implied rights and powers are [varied] [negated] [added to] or [substituted] by~~ =====
~~[Memorandum number] registered under section 155A of the Land Transfer Act 1952]~~
~~[the provisions set out in Annexure Schedule 2].~~

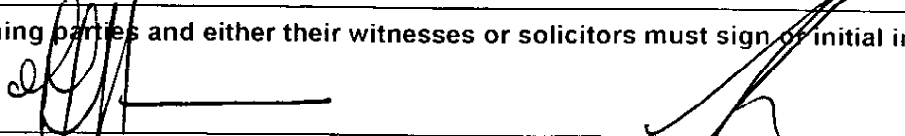
Covenant provisions

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

[Memorandum number] registered under section 155A of the Land Transfer Act 1952]
 [Annexure Schedule 2].

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



ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

Page 3 of 3 Pages

[Insert type of Instrument]

Person giving consent <i>Surname must be underlined</i>	Capacity and interest of Person giving consent <i>(eg. Caveator under Caveat no.)</i>
WESTPAC BANKING CORPORATION	Mortgagee Pursuant to Mortgage D139059.1

Consent

*Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required*


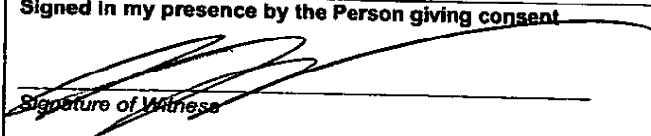
[Without prejudice to the rights and powers existing under the interest of the person giving consent.]

the Person giving consent hereby consents to:

1. Deposit of Plan DP209013 and vesting of Lot 4 thereon as Local Purpose (Esplanade) Reserve in Rodney District Council.
2. Easement Instrument granting water supply easement over Area marked "A" on DP209013.

Dated this 9th day of June 2005

Attestation

<p>DUNSTAN PENNELL SHELDON II</p> 	<p>Signed in my presence by the Person giving consent</p>  <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> <p style="text-align: right; margin-top: 10px;"> Gwenda Joan Ware Bank Officer Hamilton </p>
<p>Signature [Common seal] of Person giving consent</p>	

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

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Dunstan Pennell Sheldon II, of Hamilton in New Zealand, Bank Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 20th October 2003 a copy of which is deposited in the Land Registry Office at Christchurch (Canterbury Registry) numbered PA 5941731.1.

Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed me its attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by me under the powers thereby conferred.

2. THAT at the date hereof I am a Tier Three Attorney for Westpac Banking Corporation.

3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **Westpac Banking Corporation** or otherwise.

Signed at Hamilton



Dunstan Pennell Sheldon II

this 9 June 2005



Instrument No. 10827568.1
 Status Registered
 Date & Time Lodged 22 Jun 2017 10:39
 Lodged By Saunders, Megan Jane
 Instrument Type Easement Instrument



Affected Computer Registers	Land District
778837	North Auckland
NA137A/577	North Auckland
NA137A/579	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

Signature

Signed by John Alexander Smythe as Grantor Representative on 22/06/2017 09:16 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 John Alexander Smythe as Grantee Representative on 22/06/2017 09:16 AM

*** End of Report ***

Form B

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

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

Grantor

MASON CONTRACTORS WARKWORTH LIMITED

Grantee

MASON CONTRACTORS WARKWORTH LIMITED

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

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

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Electricity Supply	Marked "A" DP209013	778837	NA137A/577 NA137A/579

Form B - continued

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule—]~~





COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier **778837**
Land Registration District **North Auckland**
Date Issued 07 June 2017

Prior References

149291 NA137A/578

Estate Fee Simple
Area 3.7475 hectares more or less
Legal Description Lot 2 Deposited Plan 509795

Proprietors

Mason Contractors Warkworth Limited

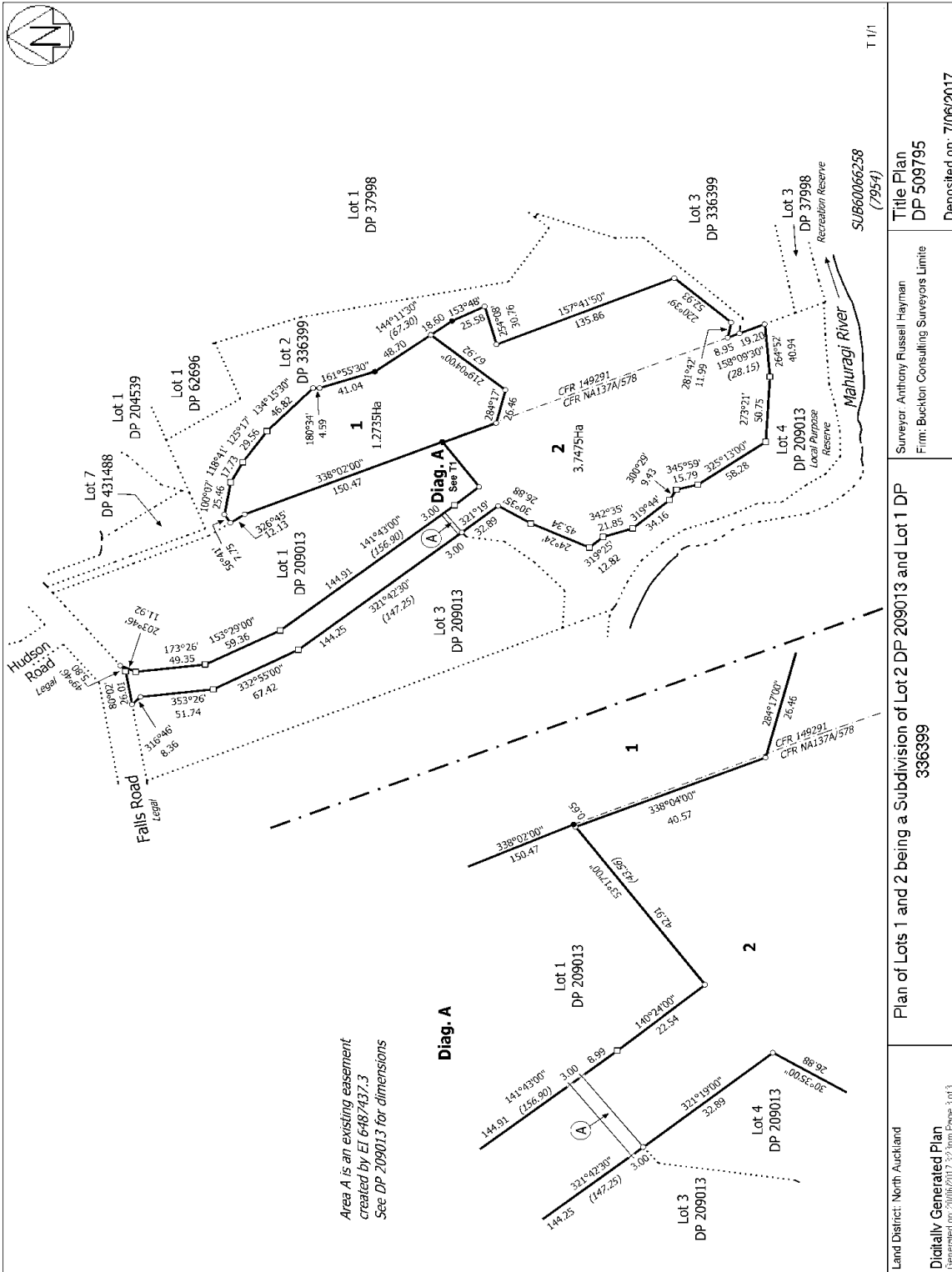
Interests

Appurtenant to part formerly Lot 1 DP 336399 is a right of way, electricity supply and telecommunications easements created by Easement Instrument 6386958.4 - 18.4.2005 at 9:00 am

The right of way easement created by Easement Instrument 6386958.4 is subject to Section 243 (a) Resource Management Act 1991

Subject to a water supply easement over part marked A on DP 509795 created by Easement Instrument 6487437.3 - 7.7.2005 at 9:00 am

Subject to an electricity supply easement over part marked A on DP 209013 created by Easement Instrument 10827568.1 - 22.6.2017 at 10:39 am



Land District: North Auckland	Plan of Lots 1 and 2 being a Subdivision of Lot 2 DP 209013 and Lot 1 DP 336399	Surveyor: Anthony Russell Hayman Firm: Buckton Consulting Surveyors Limited	Title Plan DP 509795
Digitally Generated Plan Generated on: 20/06/2017 3:21pm Page 3 of 3			Deposited on: 7/06/2017

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

EI 6386958.4 Easemen

Cpy - 01/01, Pgs - 002, 18/04/05, 07:57

Land registration district

NORTH AUCKLAND



Grantor

Surname(s) must be underlined or in CAPITALS.

John Gregory YOUNG and Marilyn Jane YOUNG

Grantee

Surname(s) must be underlined or in CAPITALS.

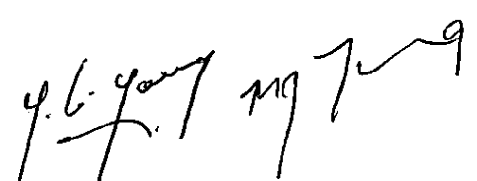

John Gregory YOUNG and Marilyn Jane YOUNG

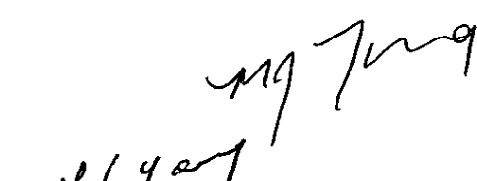
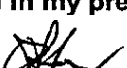
Grant* of easement or profit à prendre or creation or covenant

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

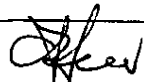
Dated this 2nd day of April 2005

Attestation

 Signature [common seal] of Grantor	<p>Signed in my presence by the Grantor</p> <p></p> <hr/> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation CHRIS HUNT LAWYER</p> <p>Address HUNT EDWARD OREWA</p>
---	---

 Signature [common seal] of Grantee	<p>Signed in my presence by the Grantee</p> <p></p> <hr/> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation CHRIS HUNT LAWYER</p> <p>Address HUNT EDWARD OREWA</p>
---	---

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



[Solicitor for] the Grantee

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

Annexure Schedule 1



Easement instrument

Dated

7-4-05

Page

2

of

2

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way, Electricity Supply & Telecommunications	PLAN 336399 A	149292	149291

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

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

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

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

~~{the provisions set out in Annexure Schedule 2}~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

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

~~{Annexure Schedule 2}~~

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

Y. G. Young *[Signature]* *[Signature]*



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier NA137A/577
Land Registration District North Auckland
Date Issued 07 July 2005

Prior References

NA110A/711

Estate Fee Simple
Area 2.2238 hectares more or less
Legal Description Lot 1 Deposited Plan 209013

Proprietors

Mason Contractors Warkworth Limited

Interests

Appurtenant hereto is a water supply easement created by Easement Instrument 6487437.3 - 7.7.2005 at 9:00 am

Appurtenant hereto is an electricity supply easement created by Easement Instrument 10827568.1 - 22.6.2017 at 10:39 am

Signed by: *[Signature]*
S. E. Phipps
DEPUTY

PROPOSED EASEMENT

Purpose	Shown	Approved	Remarks
Water	Swampy	A	LOTS 1 and 3

CLASS OF SURVEY

105/110/4 Class 1

New L.S.T. ALLOCATED

LOT 1 137A/577 LOT 2 137A/578
LOT 3 137A/579 LOT 4 137A/580

Total Area 84623 ha

Comprised in CT 1006/711

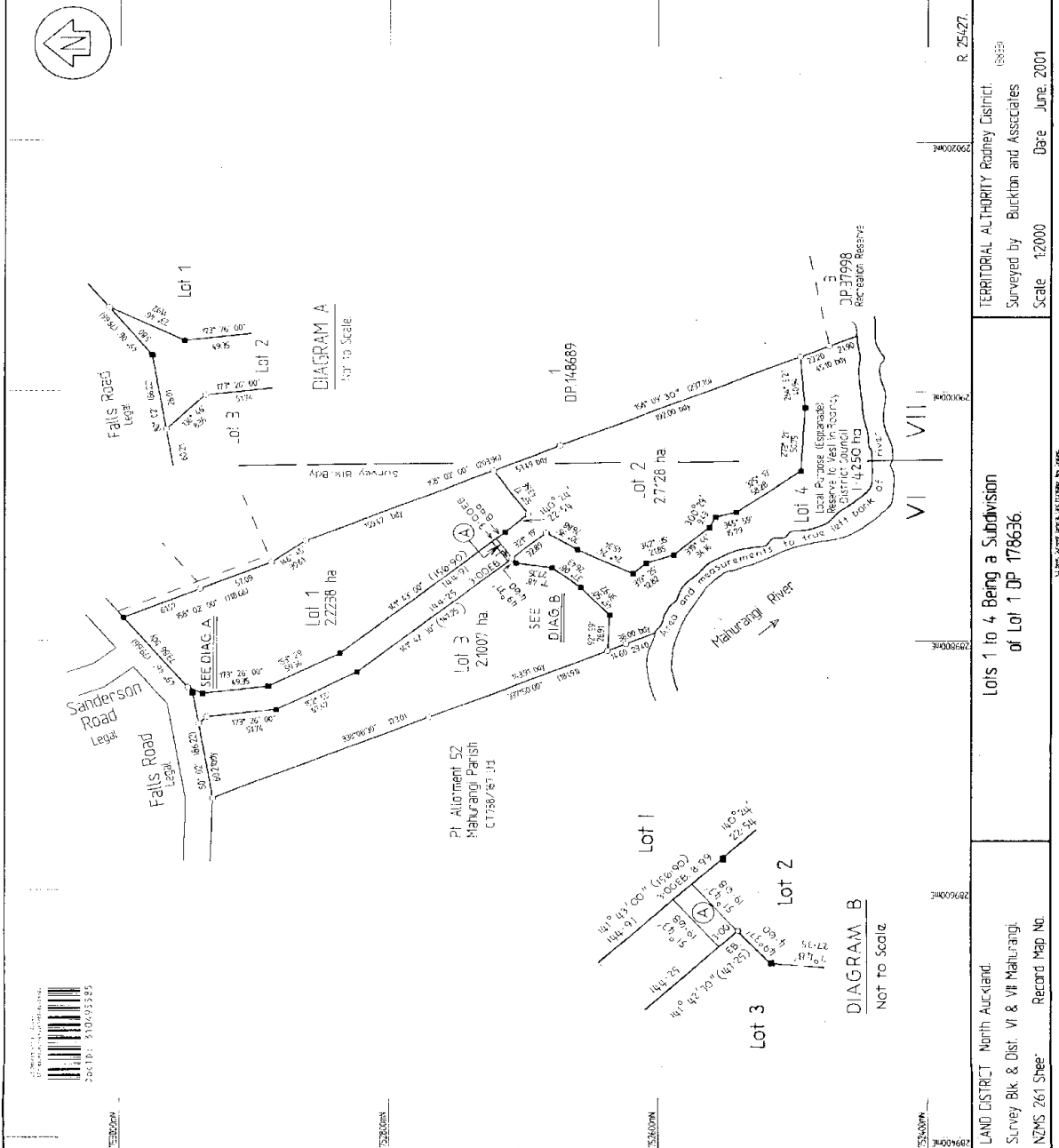
APPROVED AS TO SURVEY

13/8/2002 *[Signature]* Surveyor

Deposited this 7 day of July 2005

Registrar General of Land

Record Map No. D.P. 209013



LAND DISTRICT North Auckland
Survey Blk & Dist. VI & VII Maturangi
NZMS 261 Sheet Record Map No.

TERITORIAL AUTHORITY Rodney District
Surveyed by Buckton and Associates
Scale 1:2000 Date June 2001

R 25427

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

Land registration district

NORTH AUCKLAND

EI 6487437.3 Easement I

Cpy - 01/01, Pgs - 004, 07/07/05, 09:31



DocID: 312010095

Grantor

Surname(s) rr.

WOODCOCKS HOLDINGS LIMITED

Grantee

Surname(s) must be underlined.

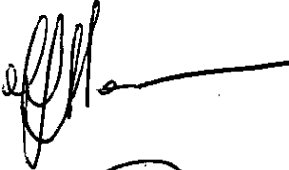
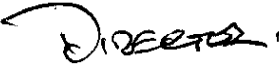
WOODCOCKS HOLDINGS LIMITED

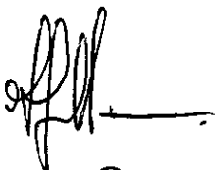

Grant* of easement or profit à prendre or creation or covenant

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

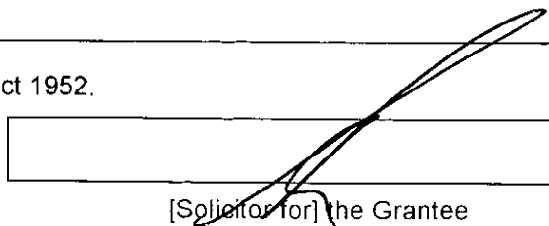
Dated this 30th day of June 2005

Attestation

 	Signed in my presence by the Grantor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation JOHN ALEXANDER SMYTHE Solicitor WARKWORTH Address
Signature [common seal] of Grantor	

 	Signed in my presence by the Grantee
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation JOHN ALEXANDER SMYTHE Solicitor WARKWORTH Address
Signature [common seal] of Grantee	

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


[Solicitor for] the Grantee

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

Annexure Schedule 1

Easement instrument

Dated 30th June 2005

Page 2 of 3 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Water Supply	Marked A on DP209013	137A/578	137A/577, 137A/579

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

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

~~The implied rights and powers are [varied] [negated] [added to] or [substituted] by~~ =====
~~[Memorandum number] ===== registered under section 155A of the Land Transfer Act 1952]~~
~~[the provisions set out in Annexure Schedule 2].~~

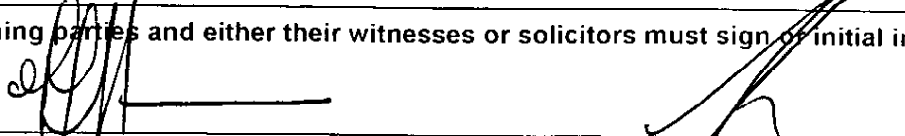
Covenant provisions

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

[Memorandum number] ===== registered under section 155A of the Land Transfer Act 1952]
 [Annexure Schedule 2].

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



ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

Page 3 of 3 Pages

[Insert type of Instrument]

Person giving consent <i>Surname must be underlined</i>	Capacity and interest of Person giving consent <i>(eg. Caveator under Caveat no.)</i>
WESTPAC BANKING CORPORATION	Mortgagee Pursuant to Mortgage D139059.1

Consent

*Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required*


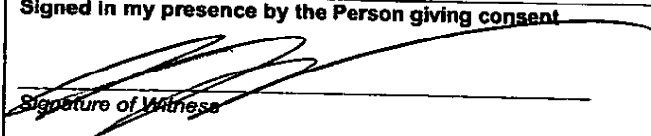
[Without prejudice to the rights and powers existing under the interest of the person giving consent.]

the Person giving consent hereby consents to:

1. Deposit of Plan DP209013 and vesting of Lot 4 thereon as Local Purpose (Esplanade) Reserve in Rodney District Council.
2. Easement Instrument granting water supply easement over Area marked "A" on DP209013.

Dated this 9th day of June 20 05

Attestation

<p>DUNSTAN PENNELL SHELDON II</p> 	<p>Signed in my presence by the Person giving consent</p>  <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [Common seal] of Person giving consent</p>	<p>Gwenda Joan Ware Bank Officer Hamilton</p>

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

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Dunstan Pennell Sheldon II, of Hamilton in New Zealand, Bank Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 20th October 2003 a copy of which is deposited in the Land Registry Office at Christchurch (Canterbury Registry) numbered PA 5941731.1.

Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed me its attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by me under the powers thereby conferred.

2. THAT at the date hereof I am a Tier Three Attorney for Westpac Banking Corporation.

3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **Westpac Banking Corporation** or otherwise.

Signed at Hamilton



Dunstan Pennell Sheldon II

this 9 June 2005



Instrument No. 10827568.1
 Status Registered
 Date & Time Lodged 22 Jun 2017 10:39
 Lodged By Saunders, Megan Jane
 Instrument Type Easement Instrument



Affected Computer Registers	Land District
778837	North Auckland
NA137A/577	North Auckland
NA137A/579	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

Signature

Signed by John Alexander Smythe as Grantor Representative on 22/06/2017 09:16 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 John Alexander Smythe as Grantee Representative on 22/06/2017 09:16 AM

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

Form B

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

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

Grantor

MASON CONTRACTORS WARKWORTH LIMITED

Grantee

MASON CONTRACTORS WARKWORTH LIMITED

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Electricity Supply	Marked "A" DP209013	778837	NA137A/577 NA137A/579

Form B - continued

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule—]~~





COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier **778836**
Land Registration District **North Auckland**
Date Issued 07 June 2017

Prior References

149291

Estate Fee Simple
Area 1.2735 hectares more or less
Legal Description Lot 1 Deposited Plan 509795

Proprietors

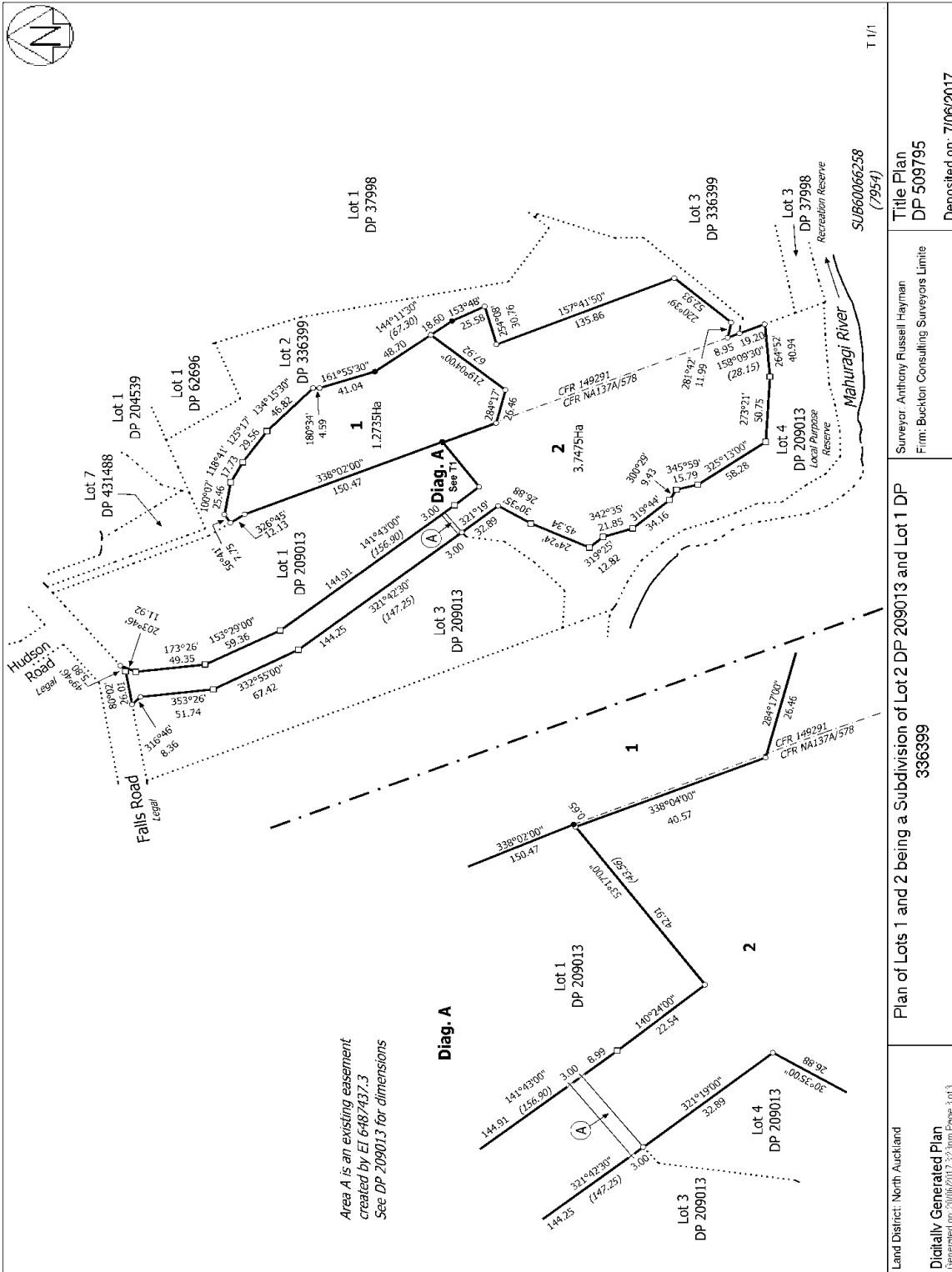
John Gregory Young and Marilyn Jane Young

Interests

Appurtenant hereto is a right of way, electricity supply and telecommunications easements created by Easement Instrument 6386958.4 - 18.4.2005 at 9:00 am

The right of way easement created by Easement Instrument 6386958.4 is subject to Section 243 (a) Resource Management Act 1991

10791270.4 Mortgage to Westpac New Zealand Limited - 7.6.2017 at 3:50 pm



T 11
 Title Plan
 DP 509795
 Deposited on: 7/06/2017

Surveyor: Anthony Russell Hayman
 Firm: Buckton Consulting Surveyors Limited

Plan of Lots 1 and 2 being a Subdivision of Lot 2 DP 209013 and Lot 1 DP 336399

Land District: North Auckland
 Digitally Generated Plan
 Generated on: 20/06/2017 12:18pm Page 3 of 3

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

EI 6386958.4 Easemen

Cpy - 01/01, Pgs - 002, 18/04/05, 07:57

Land registration district

NORTH AUCKLAND



Grantor

Surname(s) must be underlined or in CAPITALS.

John Gregory YOUNG and Marilyn Jane YOUNG

Grantee

Surname(s) must be underlined or in CAPITALS.

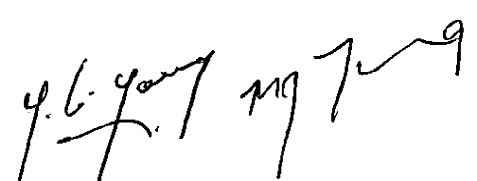

John Gregory YOUNG and Marilyn Jane YOUNG

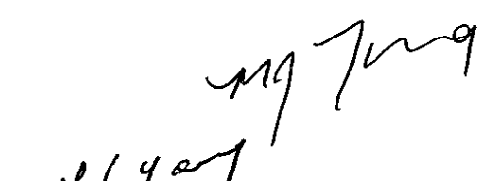
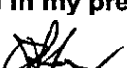
Grant* of easement or *profit à prendre* or creation or covenant

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

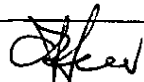
Dated this 20 day of April 2005

Attestation

 Signature [common seal] of Grantor	<p>Signed in my presence by the Grantor</p> <p></p> <hr/> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation CHRIS HUNT LAWYER</p> <p>Address HUNT EDWARD OREWA</p>
---	---

 Signature [common seal] of Grantee	<p>Signed in my presence by the Grantee</p> <p></p> <hr/> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation CHRIS HUNT LAWYER</p> <p>Address HUNT EDWARD OREWA</p>
---	---

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



[Solicitor for] the Grantee

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

Annexure Schedule 1



Easement instrument

Dated

7-4-05

Page

2

of

2

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way, Electricity Supply & Telecommunications	PLAN 336399 A	149292	149291

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

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

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

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

~~{the provisions set out in Annexure Schedule 2}~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

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

~~{Annexure Schedule 2}~~

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

Y. G. Young *[Signature]* *[Signature]*



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier 149292
Land Registration District North Auckland
Date Issued 18 April 2005

Prior References

NA88B/723

Estate Fee Simple
Area 2.0721 hectares more or less
Legal Description Lot 2 Deposited Plan 336399

Proprietors

Yu Chen

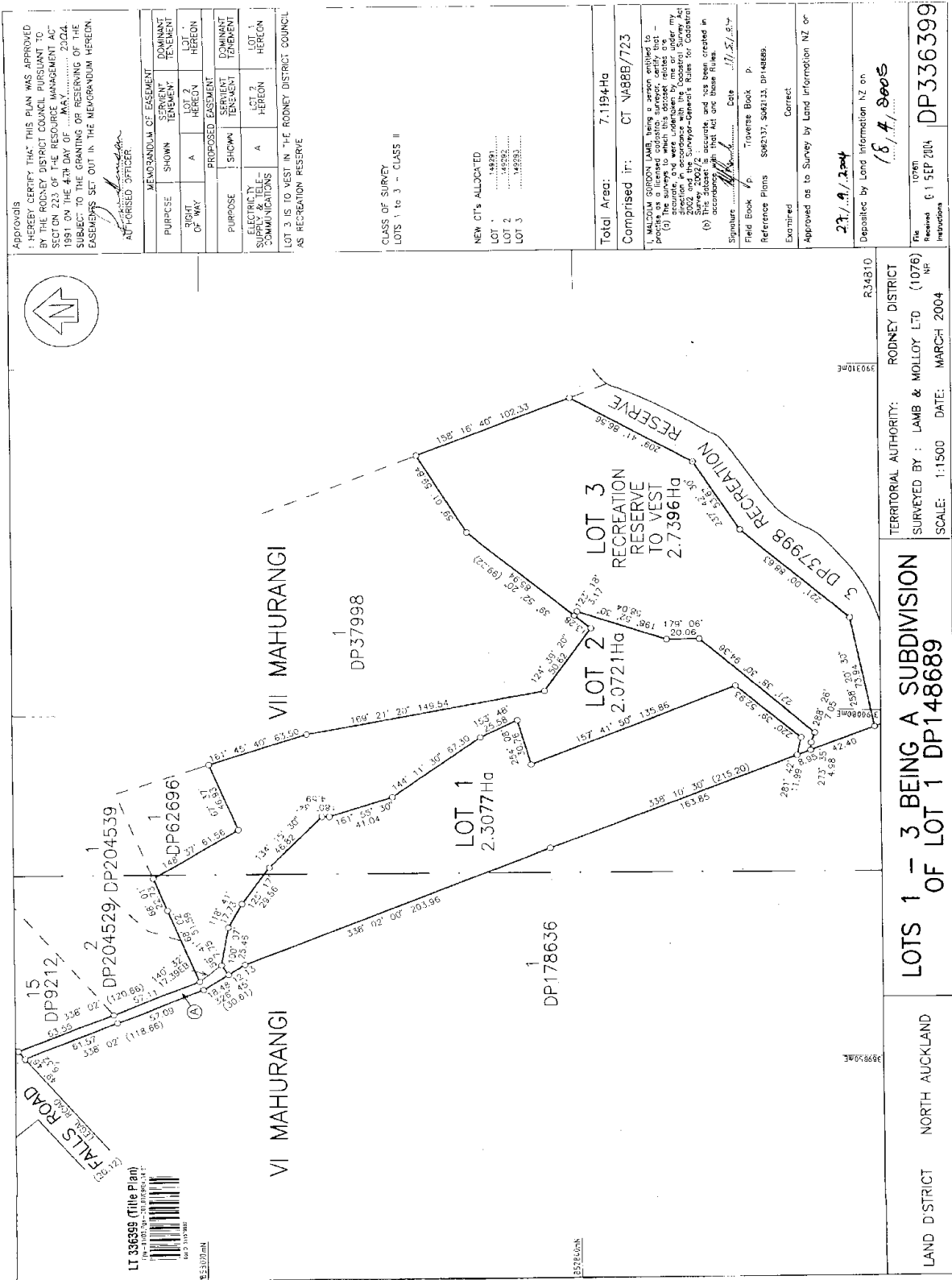
Interests

6386958.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 18.4.2005 at 9:00 am

Subject to a right of way, electricity supply and telecommunications easements over part marked A on DP 336399 created by Easement Instrument 6386958.4 - 18.4.2005 at 9:00 am

The right of way easement created by Easement Instrument 6386958.4 is subject to Section 243 (a) Resource Management Act 1991

10707059.3 Mortgage to China Construction Bank (New Zealand) Limited - 23.2.2017 at 1:38 pm



Approvals
 I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE RODNEY DISTRICT COUNCIL PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE 4TH DAY OF MAY 2004 SUBJECT TO THE GRANTING OF RESERVING EASEMENTS SET OUT IN THE MEMORANDUM HEREON.

MEMORANDUM OF EASEMENT
 PURPOSE SHOWN SERVIENT TENEMENT DOMINANT TENEMENT
 RIGHT OF WAY A LOT 2 HERON LOT 1 HERON
 PROPOSED EASEMENT
 PURPOSE SHOWN SERVIENT TENEMENT DOMINANT TENEMENT
 ELECTRICITY SUPPLY & TELECOMMUNICATIONS A LOT 2 HERON LOT 1 HERON
 LOT 3 IS TO VEST IN THE RODNEY DISTRICT COUNCIL AS RECREATION RESERVE

CLASS OF SURVEY
 LOTS 1 to 3 - CLASS II

NEW CTS ALLOCATED
 LOT 1 44591
 LOT 2 44592
 LOT 3 44593

Total Area: 7.1194Ha
 Comprised in: CT V4888/723

I, MALCOLM GORDON LAMB, being a person entitled to practice as a licensed cadastral surveyor, certify that -
 (a) this plan is a true and correct copy of the original plan as drawn and made in accordance with the provisions of the Land Information Act 2002/2;
 (b) this document is intended to be used as a basis for the creation of a new title and that the boundaries shown are correct.

Signature: [Signature] Date: 17/5/04
 Field Book: p Towers Book p
 Reference Plans: S042137, S042133, DP148889
 Examined: Correct

Approved as to Survey by Land Information NZ on 27/9/2004
 Deposited by Land Information NZ on 18/4/2005

File 10761
 Received 6:15 EP 2004
 Instructions DP336399

TERRITORIAL AUTHORITY: RODNEY DISTRICT
 SURVEYED BY: LAMB & MOLLOY LTD (1076)
 SCALE: 1:1500 DATE: MARCH 2004

LOTS 1 - 3 BEING A SUBDIVISION OF LOT 1 DP148689

LAND DISTRICT NORTH AUCKLAND

LT 336399 (Title Plan)
 1:1000 Scale - 1:1000000 Scale
 DP 37998
 18/03/2004



Pursuant to Section 221 of the Resource Management Act 1991 THE RODNEY DISTRICT COUNCIL HEREBY GIVES NOTICE that its subdivision consent given in respect of the land in the Second Schedule as shown on Land Transfer Plan 336399 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

(building restrictions – stormwater control) All stormwater from buildings and paved areas on Lot 2 shall be collected and disposed of in accordance with methods outlined in the document "Management of Stormwater in Countryside Living Zones – A Toolbox of Methods" to achieve hydrological neutrality. The collection and disposal system shall be installed prior to the erection of any buildings and shall thereafter be maintained to the specified capacity and standard in perpetuity.

(monitoring) The owner of Lot 2 shall pay to the Council the fair and reasonable costs incurred by the Council in monitoring the ongoing conditions of consent as they apply to the Lot at not less than two-yearly intervals, unless required otherwise by a legitimate complaint. The owner will be advised of the costs, assessed under the Council's Schedule of Fees and Charges, as they fall due.

SECOND SCHEDULE

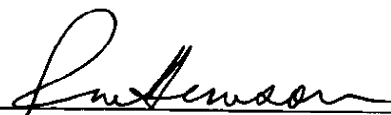
An estate in fee simple in 7.1201 hectares more or less being Lot 1 DP 148689 comprised in Certificate of Title NA88B/723 North Auckland Land Registry.

THIRD SCHEDULE

Lot 2 DP 336399 totalling 2.0720 hectares in area.

DATED this 4th day of April 2005.

SIGNED for and on behalf of)
the RODNEY DISTRICT COUNCIL)



Authorised Officer

SCHEME PLAN: R 34810



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier **NA18C/1265**
Land Registration District **North Auckland**
Date Issued 02 June 1970

Prior References

NA1002/71 NA1107/151

Estate Fee Simple
Area 4176 square metres more or less
Legal Description Lot 1 Deposited Plan 62696

Proprietors

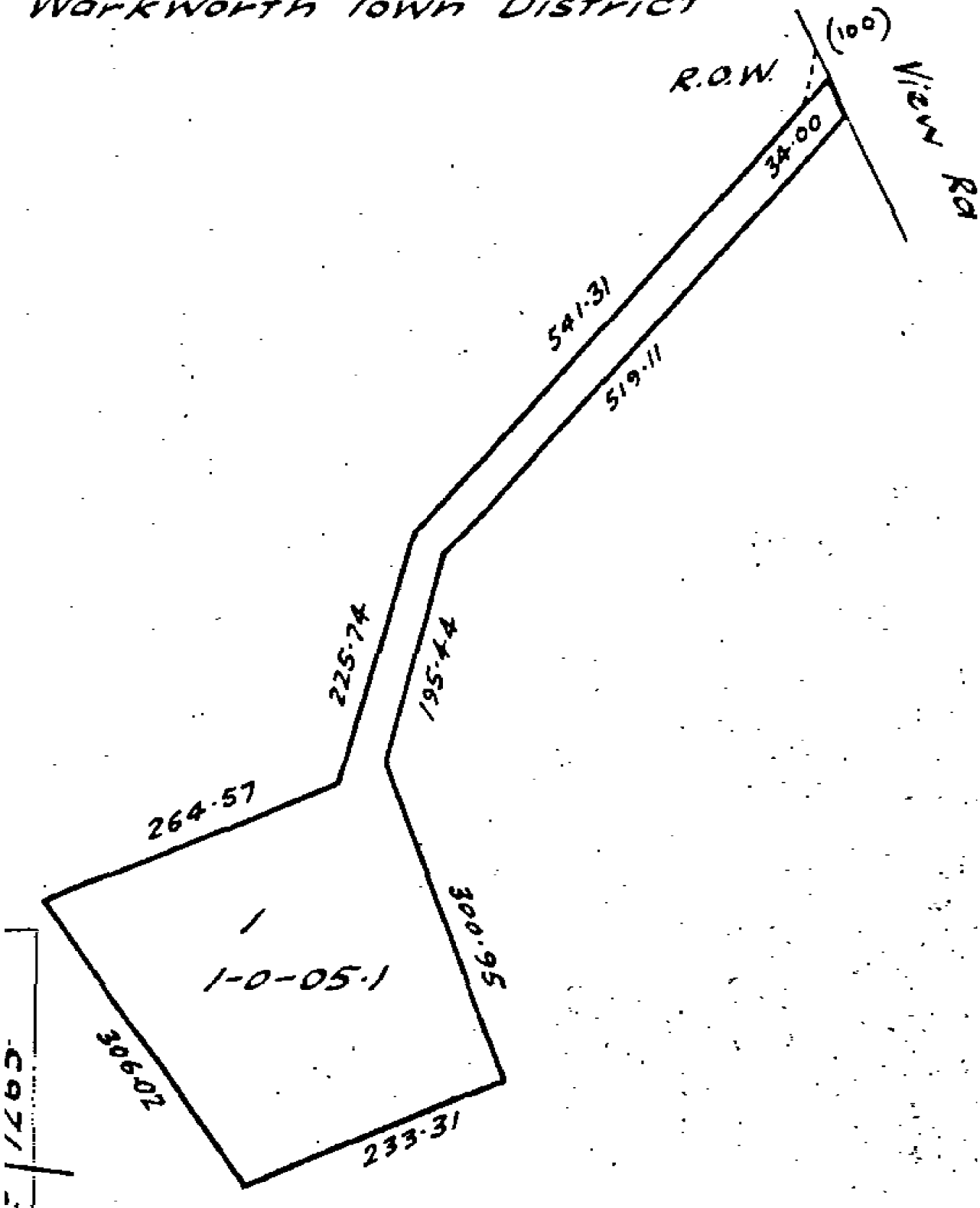
Watercare Services Limited

Interests

Fencing Agreement in Transfer 228102

Appurtenant hereto is a right of way specified in Easement Certificate A470130

Warkworth Town District



A470130 EC

L. & D. 62

New Zealand

(T)

EASEMENT CERTIFICATE

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

I, HERBERT STUBBS of Warkworth Butcher

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the _____ day of _____ 1970 under No. 62696 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE

DEPOSITED PLAN No. 62696

Nature of Easement (e.g., Right of Way, etc.)	SERVIENT TENEMENT		Dominant Tenement Allotment No(s).	Title Reference
	Allotment No.	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	part Lot 2 D.P.62696	Yellow	1 & 3 Lot 3	1107/151

HS

Produced

1. Rights and powers:

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

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

Dated this 7th day of May 19 70

Signed by the above-named ~~HERBERT STUBBS~~
in the presence of *H. Stubbs*

Witness: *J. P.*
Occupation: *Chartered Accountant*
Address: *Wharfedale*

A470130

10/9 XRP-23043
124A606



No.

Correct for the purposes of the Land Transfer Act.

EASEMENT CERTIFICATE

[Signature]
Solicitor for the Registered Proprietor.

Registered in Triplicate

situated in

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS BY SECTION 90D OF THE LAND TRANSFER ACT 1952

"1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

"2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

"4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

- (a) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes:
- (b) Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined:

(c) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired."

Particulars entered in the Register-book,

Vol. 1002, folio 71
1107/151
the 2nd day of JUNE 1970
at 9.15 o'clock.



[Signature]
District Land Registrar.
Assistant

of the District of NORTH AUCKLAND

① in consent.



DEEDS
E/Cent.
Butlerw
21 MAY 1970
9.20
Fee: 2.00
Abstract No. 2988

DEEDS
Nature: Rep
From: Butlerw
2-JUN 1970
Time: 9.15
Fee: \$
Abstract No. 3624



Under the Land Transfer Act 1952

C611749.1 TE.

Memorandum of Transfer

BRUCE REX TOMLINSON of Warkworth, drainlayer

(herein called "the ^{Grantor} ~~Transferor~~") being registered as proprietor of an estate

in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land situated in the Land District of North Auckland containing 4617m²

more or less being Lot 3 on Deposited Plan 62696 and being part Allotment 51 Parish of Mahurangi being all the land contained in Certificate of Title 18C/1267 Subject to Fencing Agreement in Transfer 228102 Appurtenant is a right of way in Easement Certificate A470130 and Transfer A470131 Memorandum of Mortgage C.461039.1 ("the servient land")

AND TRACY ILLINGWORTH of Warkworth Retailer (hereinafter called "the Grantee") being registered as proprietor of an estate in fee simple in all that piece of land situated in the Land District of North Auckland containing 845m² more or less being Lot 1 on Deposited Plan 41532 being all of the land contained in Certificate of Title 1107/150 Subject to Memorandum of Mortgage B507351.2 ("the dominant land")

IN CONSIDERATION of the sum of FIVE HUNDRED DOLLARS (\$500.00) paid to the Grantor by the Grantee the receipt of which sum is hereby acknowledged HEREBY TRANSFERS and grants to the Grantee to be appurtenant to the dominant land for all time, the right of the Grantee and other authorised persons having the right (in common with the Grantor and all others having the like right) to drain, discharge or convey sewage and other waste material and fluid in any quantities in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the dominant land through pipes and conduits land or to be laid under the surface of and through the soil of the sewage drainage area marked A on Deposited Plan 159718 in the Land Transfer Office at Auckland.

The Grantor shall be responsible for arranging the installation of the sewage drainage.

The Grantee shall be responsible for arranging the repair and maintenance of the sewage drainage so as to keep the same in good order, repair and condition and to prevent the same becoming a nuisance.

J.J.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Guy Jordan HAYWARD of Wellington in New Zealand, Bank Officer
HEREBY CERTIFY -

1. **THAT** by Deed dated the 5th November 1992 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered C.456314.1F
BLENHEIM (Marlborough Registry) and there numbered 167313
CHRISTCHURCH (Canterbury Registry) and there numbered A.038557/1
DUNEDIN (Otago Registry) and there numbered 824374
GISBORNE (Poverty Bay Registry) and there numbered G.190919.1
HAMILTON (South Auckland Registry) and there numbered B.127302
HOKITIKA (Westland Registry) and there numbered 093956
INVERCARGILL (Southland Registry) and there numbered 206381.1
NAPIER (Hawkes Bay Registry) and there numbered 585927.1
NELSON (Nelson Registry) and there numbered 324976.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 398737
WELLINGTON (Wellington Registry) and there numbered B.276344.1

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

2. **THAT** at the date hereof I was Manager Legal Services of the said Bank.

3. **THAT** at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **WESTPAC BANKING CORPORATION** or otherwise.

SIGNED at Wellington)
this 17th day of May 1994)



~~In Consideration of the sum of~~

~~paid to the Transferor by~~

~~(herein called "the Transferee") the receipt of which sum is hereby acknowledged Hereby Transfers to the Transferee all estate and interest in the said land above described~~

Any dispute as to the terms or the interpretation of this grant or the liability of the parties shall be determined by an arbitrator under the Arbitration Act 1908 or any Act passed in substitution or amendment and this clause shall be deemed to be a "submission" within the meaning of that Act.

In witness whereof these presents have been executed this

17th

day

of

May

19 94

Signed by the above named

BRUCE REX TOMLINSON

in the presence of:—

[Handwritten signatures of witnesses]

SIGNED by the abovenamed

TRACY ILLINGWORTH

in the presence of:

[Handwritten signature]

[Handwritten signatures of witnesses]

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act 1952

SOLICITOR FOR THE TRANSFEREE

B.R. TOMLINSON

Grantor
Transferor

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

T. ILLINGWORTH

Grantee
Transferee

SOLICITOR FOR THE TRANSFEREE

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

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

Assistant / District Land Registrar of the

SOLICITOR FOR THE TRANSFEREE

District of

WESTPAC BANKING CORPORATION as Mortgagee and by virtue of Memorandum of Mortgage C461039.1 HEREBY CONSENTS to the within Transfer.

DATED this 17th day of May 1994.

WESTPAC BANKING CORPORATION
BY ITS ATTORNEY(S)

GUY JORDAN HAYWARD

in the presence of:

Milne Ireland Walker
Banks Office,
Wellington

MILNE IRELAND WALKER
SOLICITORS
AUCKLAND

1.35 10 JUN 94 C 611749 .1 F



18/12/87
107/1570





COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier NA132C/22
Land Registration District North Auckland
Date Issued 05 October 2000

Prior References

NA18C/1266

Estate Fee Simple
Area 9620 square metres more or less
Legal Description Lot 1 Deposited Plan 204539

Proprietors

Jamba Property Limited

Interests

Subject to a right of way over part marked A on DP 204539 specified in Easement Certificate A470130
10865389.3 Mortgage to Kiwibank Limited - 4.8.2017 at 2:12 pm

Approved:
S. P. Woodall
S. P. Woodall
M. P. Woodall
Registered Proprietors

If I verify certify that this plan was prepared by the Registrar District Central Authority to Section 77 of the Resource Management Act 1991 on the 1st day of September 2000 subject to the conditions of the certificate of title being issued.

Authorised Officer:
S. P. Woodall

Annulment Condition:
That Lot 2 hereon be transferred to the owners of Lots 8 & 10 DP196660 (CT 613/197) and that the Certificate of Title be issued to include both parcels as DP196660.

Existing Easement:
Easement shown created by M.P.W. A. 470/21

Class of Survey: Lots 1 & 2

NEW LOT ALLOCATED:
Lot 1 - 132C/22 Lot 2 - 132C/23

Total Area: 1.6544 ha

Compassion: A.M.S. 155/1966

Registered: Henry, Ben, John, & Peter Woodall
The above parcels are registered in the name of the above parties by Survey No. 132C/22 on the 1st day of September 2000. This estate is accepted as being correct in accordance with the above information.

Scale: 1:750 Date: 25.09.00

File No.: P 132C/22
Reference: P 132C/22

Approved as to Survey: S. P. Woodall
Date: 12.9.2000
By: S. P. Woodall
Registered Proprietors

Registered: S. P. Woodall
Date: 12.9.2000
By: S. P. Woodall
Registered Proprietors

Register of Land: DP 204539
Date: 7 SEP 2000

LAND DISTRICT North Auckland
Survey Bk. & Dist. VII Maberly
NZMS 261 Sheet
Record Map No. 403

Lots 1 & 2. Being a Subdivision of Lot 2. DP6269G.

TERRITORIAL AUTHORITY Rodney District
Surveyed by Buckton & Associates
Scale 1:750 Date August 2000



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier NA95D/206
Land Registration District North Auckland
Date Issued 01 July 1994

Prior References

NA18C/1268 NA613/197

Estate Fee Simple
Area 977 square metres more or less
Legal Description Lot 5 Deposited Plan 159246

Proprietors

Allan Frederick Sinden as to a 1/2 share
Helen Louise Stancliffe as to a 1/2 share

Interests

Fencing Agreement in Transfer 228102
Fencing Covenant in Transfer C657442.1 - 21.9.1994 at 2.59 pm

APPROVED

B. W. Richardson
Surveyor

Richard Henry Butler
Registered Practitioner

Approved pursuant to Section 223 of the Resource Management Act 1991, on the 25th day of November 1993, subject to the granting of consent to the District Council in the Metropolitan District Council in the Metropolitan District Council is granted hereby in the presence of:

B. W. Richardson
Surveyor

R. H. Butler
for General Manager

MEMORANDUM OF EASEMENTS

Purpose	Shown	Particular	Particular
Right of Way	(A)	Lot 8	Lot 9

NEW C.S.T. ALLOCATED

Lot 1. 95D/202 Lot 2. 95D/203
 Lot 3. 95D/204 Lot 4. 95D/205
 Lot 5. 95D/206 Lot 6. 95D/207
 Lot 7. 95D/208 Lot 8. 95D/209
 Lot 9. 95D/210

Total Area 7719 m²

Complied in C.T. 613/197 (S) and C.T. 155/126 (S)

I, Richard Henry Butler, Surveyor, do hereby certify that this plan has been made from surveys made by me or under my direction, that both plan and survey are correct and true, and that the same have been made in accordance with the Survey Regulations of 1975.

Witness my Hand and Seal at Auckland this 22nd day of November 1993.

B. W. Richardson
Surveyor

Approved as to Survey 21.11.1993

Deposited this 14 day of November 1993

B. W. Richardson
Surveyor

Richard Henry Butler
for General Manager

RECORD MAP No. DP 159246

Surveyed by R. H. Butler & Associates
 Scale 1:500 Date May 1993

LAND DISTRICT North Auckland

SURVEY B.L. & DIST. VII Metropolitan District Council

NZMS 261 SH1

TERRITORIAL AUTHORITY Rodney District Council

Surveyed by R. H. Butler & Associates

Scale 1:500 Date May 1993





**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier NA95D/207
Land Registration District North Auckland
Date Issued 01 July 1994

Prior References

NA18C/1268

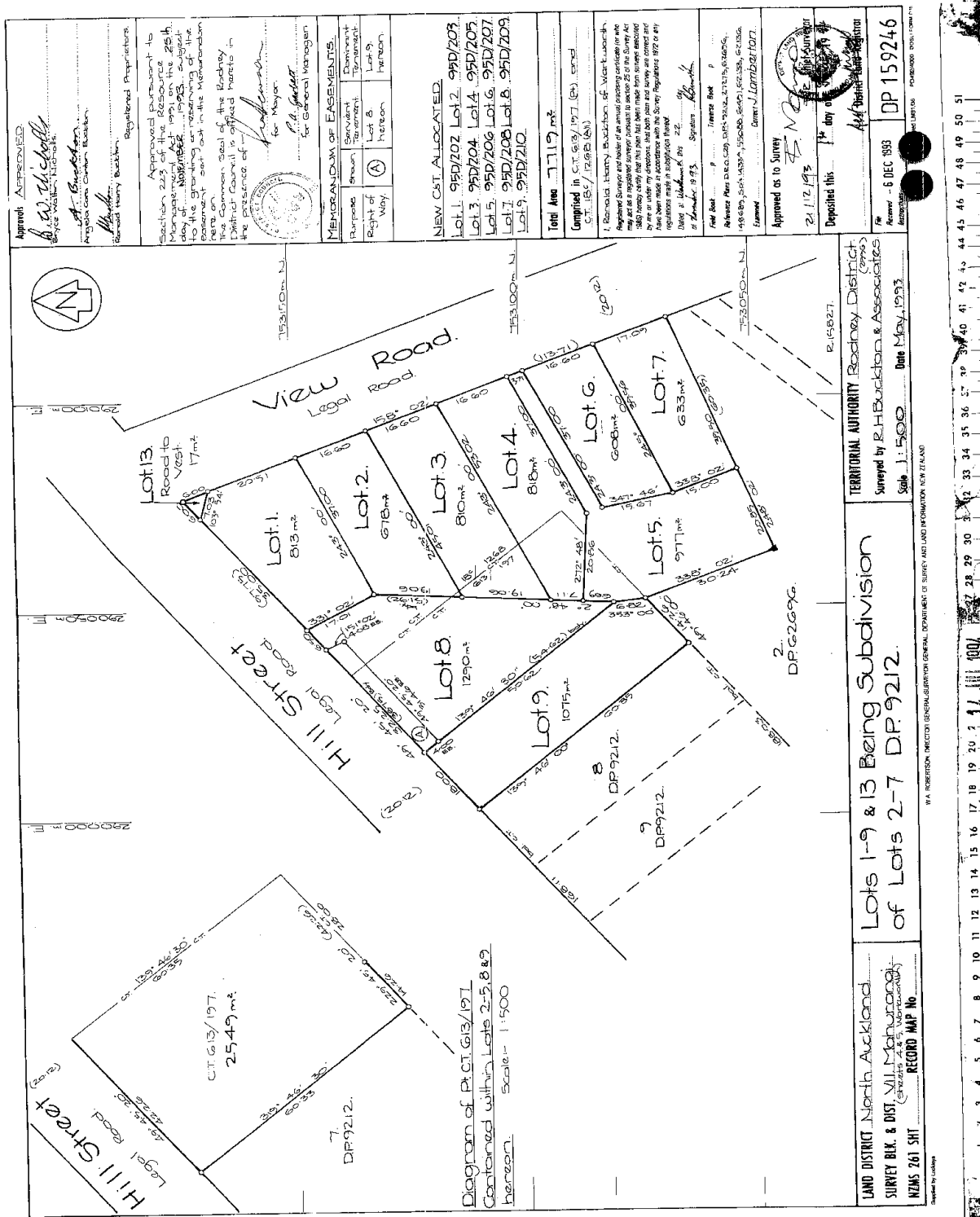
Estate Fee Simple
Area 608 square metres more or less
Legal Description Lot 6 Deposited Plan 159246

Proprietors

Cathie Joy Dunsford

Interests

Fencing Agreement in Transfer 228102



APPROVED
B. W. McCall
REGISTERED PROFESSIONAL ENGINEER
SPECIALIST SURVEYOR

APPROVED
St. P. O'Connell
REGISTERED PROFESSIONAL ENGINEER
SPECIALIST SURVEYOR

APPROVED
R. H. Lamberton
REGISTERED PROFESSIONAL ENGINEER
SPECIALIST SURVEYOR

APPROVED
W. J. Lamberton
REGISTERED PROFESSIONAL ENGINEER
SPECIALIST SURVEYOR

APPROVED
G. J. Lamberton
REGISTERED PROFESSIONAL ENGINEER
SPECIALIST SURVEYOR

Approved pursuant to Section 223 of the Resource Management Act 1991, on the 25th day of *November* 1993, subject to the following conditions: (i) that the lot shall be in the subdivision here on; (ii) that the Common Seal of the Rodney District Council is affixed hereto in the presence of *W. J. Lamberton* for Mayor; (iii) that *R. H. Lamberton* be General Manager for General Manager.

MEMORANDUM OF EASEMENTS.	Particulars	Benefit	Burden
	Lot 1	Lot 8	Lot 9
	Lot 2	Lot 8	Lot 9
	Lot 3	Lot 8	Lot 9
	Lot 4	Lot 8	Lot 9
	Lot 5	Lot 8	Lot 9
	Lot 6	Lot 8	Lot 9
	Lot 7	Lot 8	Lot 9
	Lot 8		
	Lot 9		

NEW C.S.T. ALLOCATED
Lot 1. 95D/207 Lot 2. 95D/208
Lot 3. 95D/204 Lot 4. 95D/205
Lot 5. 95D/206 Lot 6. 95D/207
Lot 7. 95D/208 Lot 8. 95D/209
Lot 9. 95D/210
Total Area 7719 m^2
Complied in C.T. 613/197 (5a) 5a1
C.T. 156 / 156B (5a)

I, *W. J. Lamberton* hereby declare that the plan has been made in accordance with the provisions of the Survey Act 1985 and that the land shown has been surveyed and measured by me or under my direction. The plan has been made in accordance with the provisions of the Survey Act 1985 and that the land shown has been surveyed and measured by me or under my direction. The plan has been made in accordance with the provisions of the Survey Act 1985 and that the land shown has been surveyed and measured by me or under my direction. The plan has been made in accordance with the provisions of the Survey Act 1985 and that the land shown has been surveyed and measured by me or under my direction.

Dated at *Wellington* this 22nd day of *November* 1993. Signature *W. J. Lamberton*

Approved as to Survey
B. W. McCall
21/11/93

Deposited this
14 day of *November* 1993

For
Rodney
6 DEC 1993
DP 159246

RECORD MAP NO. DP 159246

RECORD MAP NO. DP 9212

LAND DISTRICT North Auckland
SURVEY BLK. & DIST VIII Manukau
NZMS 261 SH1
RECORD MAP NO.
Date May 1993

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

14 NOV 1993



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier **NA95D/208**
Land Registration District **North Auckland**
Date Issued 01 July 1994

Prior References

NA18C/1268

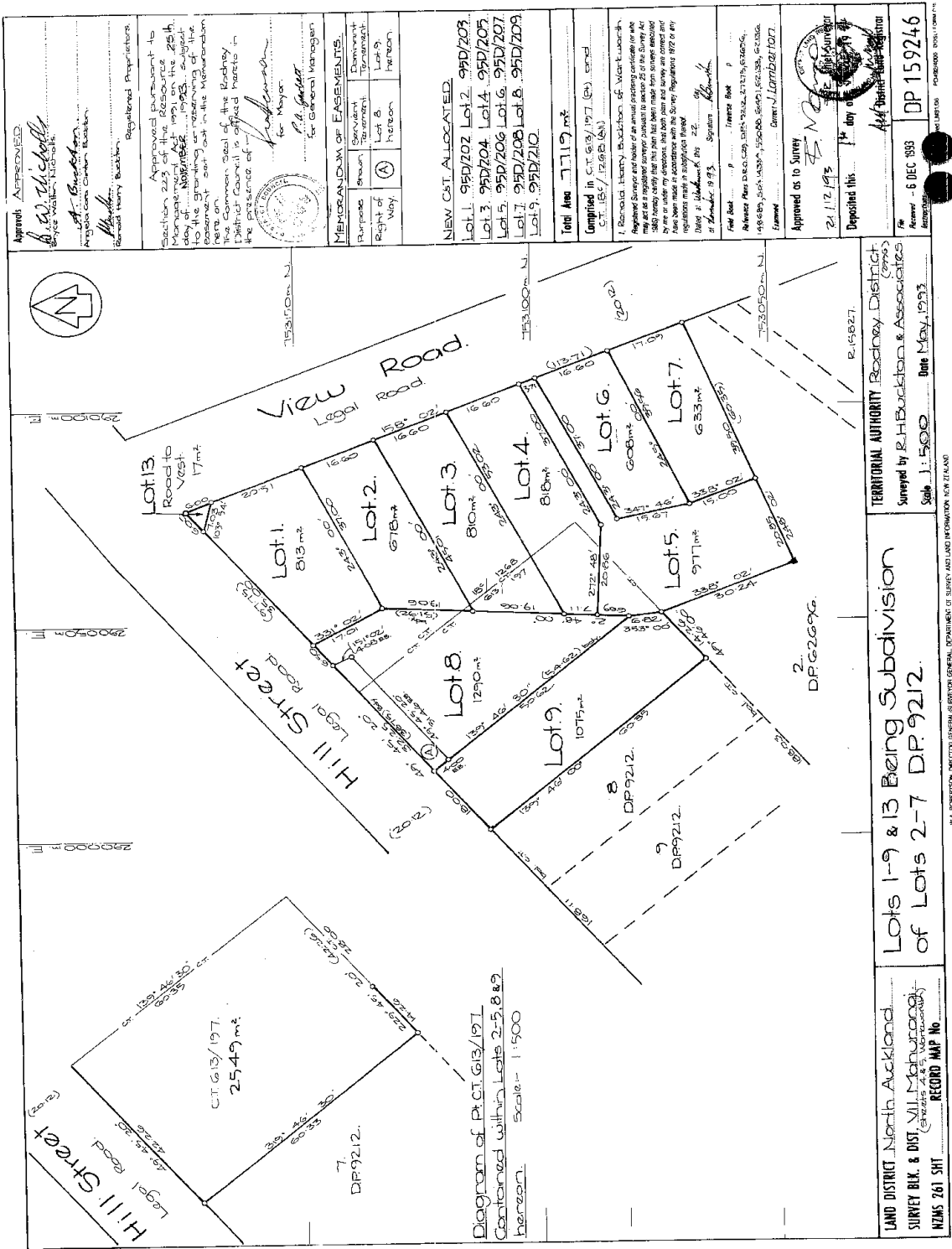
Estate Fee Simple
Area 633 square metres more or less
Legal Description Lot 7 Deposited Plan 159246

Proprietors

Kelly Donella Thompson and Michael Moss

Interests

Fencing Covenant in Transfer C646762.1 - 26.8.1994 at 2.29 pm
10001872.3 Mortgage to ANZ Bank New Zealand Limited - 24.3.2015 at 12:14 pm



C 646762.1 T

Approved by the Registrar-General of Land, Wellington. No. B309403.1/93

MEMORANDUM OF TRANSFER

BRYCE WALTON NICHOLLS Accountant, **RONALD HARRY BUCKTON** Surveyor and **ANGELA CORA CLINTON BUCKTON** Married Woman, all of Warkworth

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

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of North Auckland containing 633m² more or less being being Lot 7 Deposited Plan 159246 and being part Allotment 51 Parish of Mahurangi and being the whole of the land comprised and described in Certificate of Title Volume 95D Folio 208 North Auckland Registry

In Consideration of the sum of **FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500.00)**

paid to the Transferor by **ANDREW MARK BROWN** of Warkworth, Mechanic and **SHARON DAPHNE BROWN** his wife

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the

Transferee all the Transferor's estate and interest in the said piece or pieces of land. provided however the Transferors shall not be liable to contribute towards the cost of or assist in the erection or maintenance of any boundary or dividing fence between the land hereby transferred and the adjoining land contained in Certificates of Title 95D/206, 95D/207, ~~95D/208, 95D/209, 95D/210~~ now owned or occupied by the Transferors but this proviso is intended for the benefit of the Transferors only and shall not enure for the benefit of any other person or persons.

In Witness Whereof these presents have been executed this 24th day of August 1994.

SIGNED by the Transferor
BRYCE WALTON NICHOLLS,
RONALD HARRY BUCKTON and
ANGELA CORA CLINTON BUCKTON

B. W. Nicholls

R. Buckton
A. Buckton

(by the officiating officer of the Registrar-General)

in the presence of:

[Signature]
Solicitor
Wellford.

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

**B W NICHOLLS, R H BUCKTON and
A C C BUCKTON** Transferor

AM & SD Brown Transferee

[Signature]
.....
SOLICITOR FOR THE TRANSFEREE

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

[Signature]
.....
SOLICITOR FOR THE TRANSFEREE

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

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

.....
Assistant / District Land Registrar of the

District of

[Signature]
.....
SOLICITOR FOR THE TRANSFEREE

**DYSON SMYTHE & GLADWELL
SOLICITORS
WARKWORTH**

HKG paid \$167

(1)

T\$115



PARTICULARS
AND REGISTERED
ASST. LAND REGISTRAR

12.29 26.AUG94 C 646762

208



C657442.1T

Under the Land Transfer Act 1952

Memorandum of Transfer

BRYCE WALTON NICHOLLS of Warkworth, Accountant, RONALD HARRY BUCKTON of Warkworth
Surveyor and ANGELA CORA CLINTON BUCKTON of Warkworth, Married Woman
(herein called "the Transferor") being registered as proprietor of an estate

in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten
or endorsed hereon in that piece of land situated in the Land District of North Auckland
containing 977 SQUARE METRES

more or less being Lot 5 DP 159246 being all the land comprised and described in
Certificate of Title 95D/206

In Consideration of the sum of FORTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$46,500.00)

paid to the Transferor by PHILLIP LESLIE DATSON Printer Supervisor and LAURA JEAN IRVING Bindery Assistant, both of Warkworth

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all that estate and interest in the said land above described

~~provided however the Transferors shall not be liable to contribute towards the cost of or assist in the erection or maintenance of any boundary or dividing fence between the land hereby transferred and the adjoining land contained in Certificates of Title 95D/206, 95D/207 now owned or occupied by the Transferors but this proviso is intended for the benefit of the Transferors only and shall not enure for the benefit of any other person or persons.~~ *AL*

provided however the Transferors shall not be liable to contribute towards the cost of or assist in the erection or maintenance of any boundary or dividing fence between the land hereby transferred and the adjoining land contained in Certificates of Title 95D/205, 95D/207, 95D/208, 95D/209, 95D/210 now owned or occupied by the Transferors but this proviso is intended for the benefit of the Transferors only and shall not enure for the benefit of any other person or persons.

In witness whereof these presents have been executed this

12th

day

of August 19 94

Signed by the above named

BRYCE WALTON NICHOLLS

RONALD HARRY BUCKTON

and ANGELA CORA

CLINTON BUCKTON in

the presence of:

) *B. W. Nicholls*

) *R. H. Buckton*
) *A. Cora*
) *C. Buckton*

[Signature]
Solicitor
Wellsford.

No.

TRANSFER OF
CT 95D/206

Correct for the purposes of the Land Transfer Act 1952

SOLICITOR FOR THE TRANSFEREE

B W NICHOLLS, R H BUCKTON & A C C
BUCKTON Transferor

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

P L DATSON & L J IRVING
Transferee

SOLICITOR FOR THE TRANSFEREE

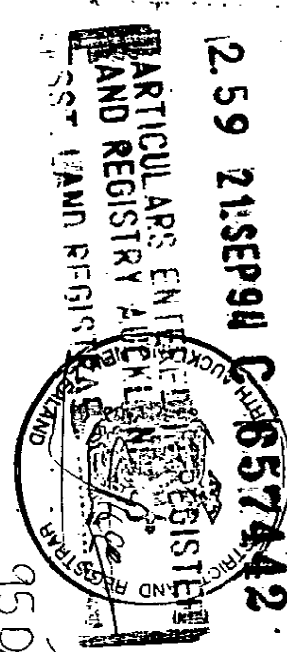
Particulars entered in the Register as shown herein on the date and at the time endorsed below.

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

Assistant / District Land Registrar of the

District of

SOLICITOR FOR THE TRANSFEREE



WBSTER MALCOLM & KILPATRICK
SOLICITORS
LAWLINK
WARKWORTH





COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier **NA125C/863**
Land Registration District **North Auckland**
Date Issued 28 September 1999

Prior References

NA1107/150 NA18C/1267

Estate Fee Simple
Area 2344 square metres more or less
Legal Description Lot 1 Deposited Plan 196660

Proprietors

Brennan Keith Williams, Karen Jayne Shaw and Karen Jeanne Bieleski

Interests

Fencing Agreement in Transfer 228102 (affects part formerly in CT NA18C/1267)

Appurtenant hereto is a right of way specified in Easement Certificate A470130 (affects part formerly in CT NA18C/1267)

Appurtenant hereto is a sewage right created by Transfer C611749.1 - 10.6.1994 at 1.35 pm

Approved: [Signature] **Registered:** [Signature]

753000 N
753000 N

290000 E
290000 E

View Road Legal

267.51
17.25
17.25
17.25
17.25

Lot. 1. 1255/863
Lot. 2. 1255/864

DIAGRAM A
Not to scale.

19.8° 02' 40"
57.924

View Road Legal

274.4 m²
311° 18'
31.20

Lot. 1. 234.4 m²
182.87
66.38 (0.8220)

Lot. 2. 3113 m²

SHEE DIASIA
18.20 (0.491)
17.20 (0.476)
3.34 (0.091)

DR 192404
DR 31998
DR 62696
DR 62696

NEW C.S.T. ALLOCATED
Lot 1. 1255/863
Lot 2. 1255/864
Total Area 5457 m²

Completed in A.I.C.T. 1107/1100 & 1102/1100
A.I.C.T. 1857/1867

A. Hathaway, Auckland. Registered as a Surveyor with the Survey Act 1988. I hereby certify that this plan has been made from surveys conducted by me or under my direction and that the boundaries are correct in accordance with the provisions of the Survey Act 1988. Date of Measurement 15 SEP 1988. Signature: [Signature]

Field Book No. 117
Reference Plans: 117
Examined & Approved: Director of Survey
Approved as to Survey: [Signature]
Date: 27 SEP 1988
City of Freshwater 1988

LAND DISTRICT North Auckland
SURVEY BLK. & DIST. VII Metropolitan
NZMS 261 SH1
RECORD MAP No. 117
Plan of Lots 1 & 2, Being Subdn. of Lot 3, DP G2696 & Lot 1, DP 41532. Surveyed by Buckleton & Associates (1989). Scale 1:1250 Date 1 May 1989

29 SEP 1989

40 41 42 43 44 45 46 47 48 49 50



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier 522801
Land Registration District North Auckland
Date Issued 24 June 2011

Prior References

NA125C/864

Estate Fee Simple
Area 700 square metres more or less
Legal Description Lot 1 Deposited Plan 431845

Proprietors

Rodney Coast Midwives Limited

Interests

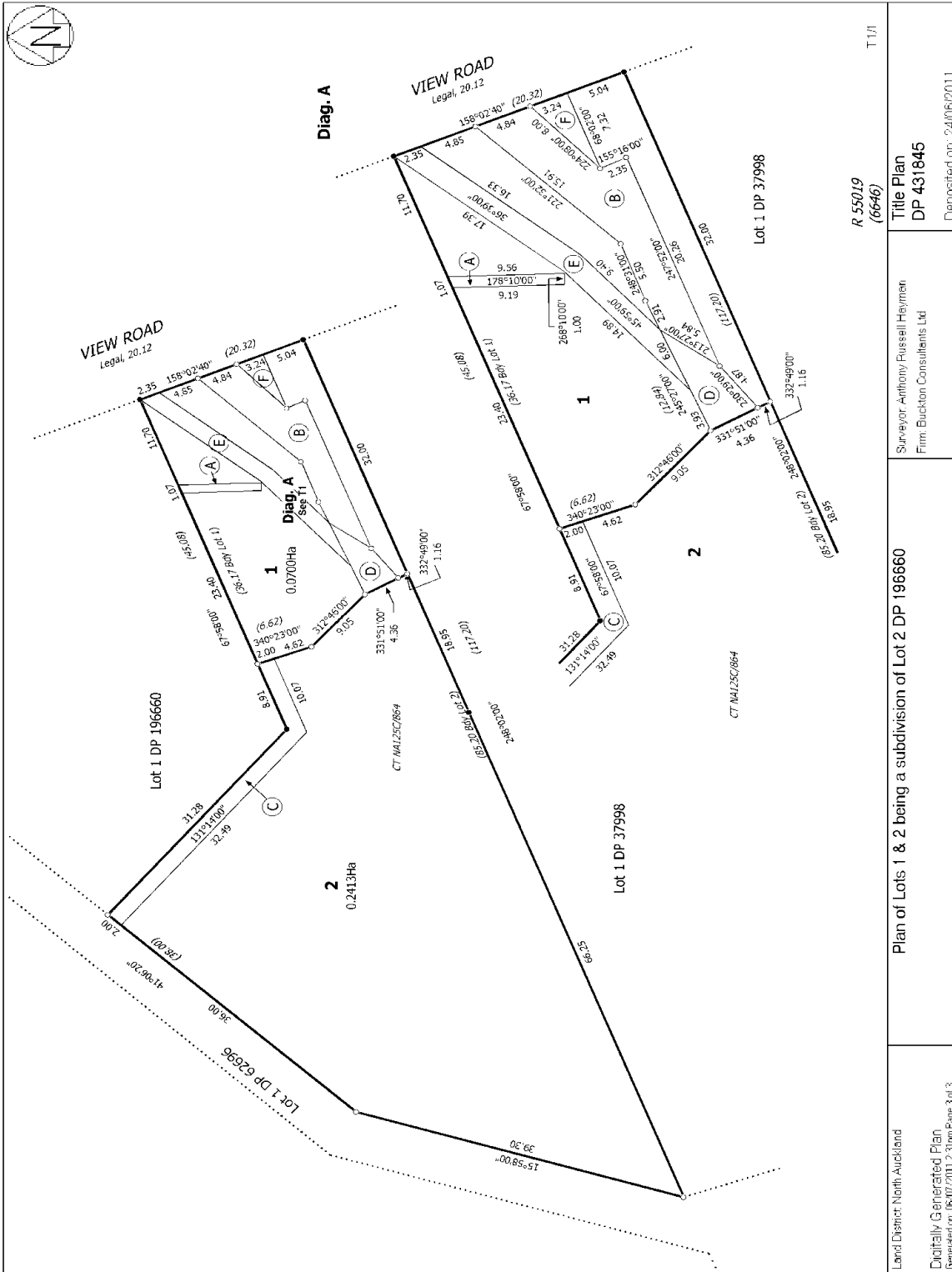
Appurtenant hereto is a right of way specified in Easement Certificate A470130

Subject to a sewage right over part marked A on DP 431845 created by Transfer C611749.1 - 10.6.1994 at 1.35 pm

Subject to a right of way over parts marked B & D and a right to convey gas, electricity, telecommunications and computer media over parts marked D & E and a right to drain sewage over parts marked B, D & F on DP 431845 created by Easement Instrument 8724470.3 - 24.6.2011 at 5:33 pm

Appurtenant hereto is a right to supply water created by Easement Instrument 8724470.3 - 24.6.2011 at 5:33 pm

Some of the easements created by Easement Instrument 8724470.3 are subject to Section 243 (a) Resource Management Act 1991 (See DP 431845)



R 55019 (6646)

Surveyor: Anthony Russell Hayman
Firm: Buckton Consultants Ltd

Plan of Lots 1 & 2 being a subdivision of Lot 2 DP 196660

Land District: North Auckland
Digitally Generated Plan
Generated on: 06/07/2011 2:31pm Page 3 of 3

T.11

Title Plan
DP 431845

Deposited on: 24/06/2011



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier 522802
Land Registration District North Auckland
Date Issued 24 June 2011

Prior References

NA125C/864

Estate Fee Simple
Area 2413 square metres more or less
Legal Description Lot 2 Deposited Plan 431845

Proprietors

Rodney Coast Midwives Limited

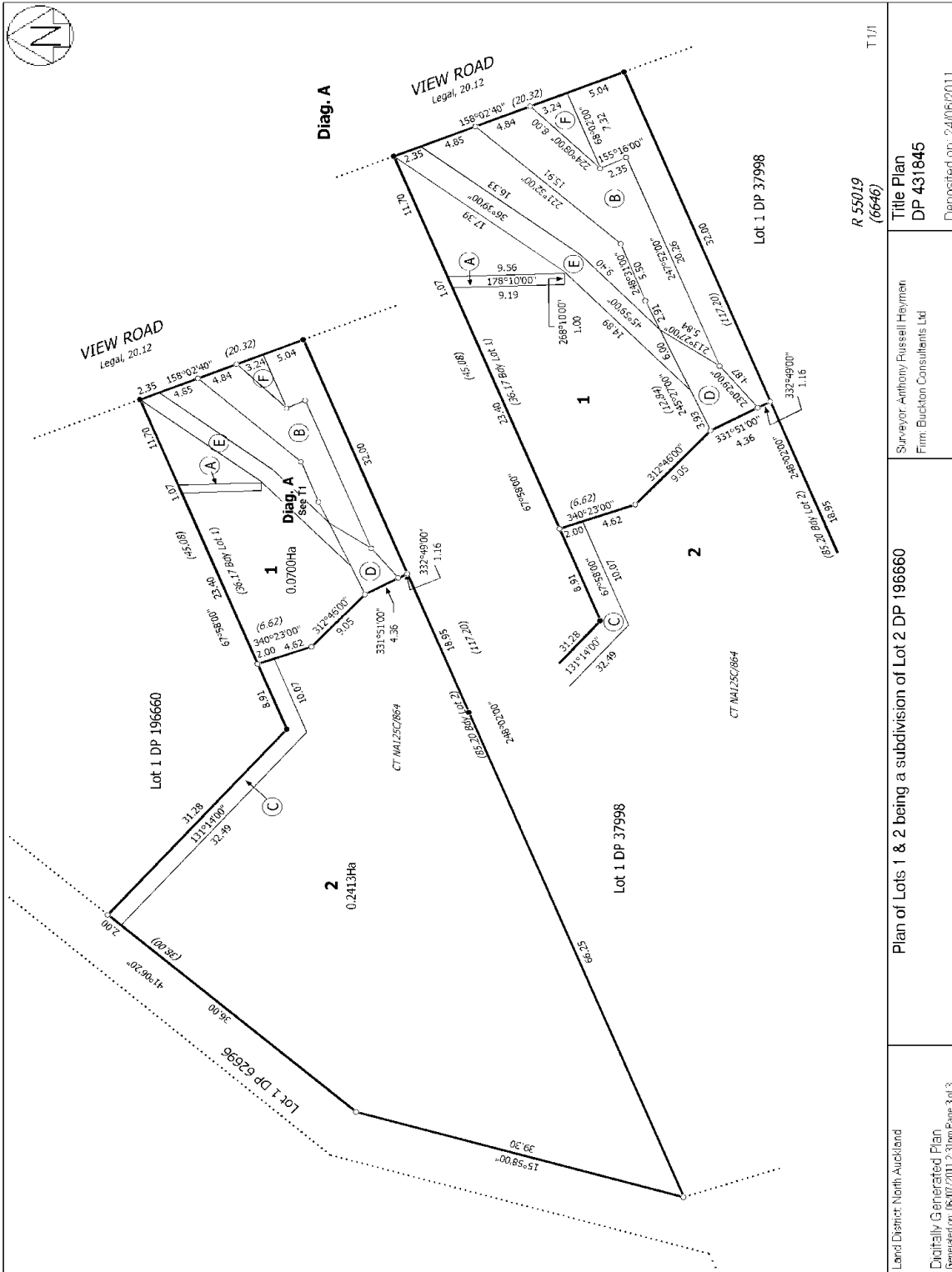
Interests

Appurtenant hereto is a right of way specified in Easement Certificate A470130

Subject to a right to supply water over part marked C on DP 431845 created by Easement Instrument 8724470.3 - 24.6.2011 at 5:33 pm

Appurtenant hereto is a right of way and a right to convey gas, electricity, telecommunications and computer media and a right to drain sewage created by Easement Instrument 8724470.3 - 24.6.2011 at 5:33 pm

Some of the easements created by Easement Instrument 8724470.3 are subject to Section 243 (a) Resource Management Act 1991 (See DP 431845)



R 55019
(6646)

T 111
Title Plan
DP 431845
Deposited on: 24/06/2011

Surveyor: Anthony Russell Hayman
Firm: Buckton Consultants Ltd

Plan of Lots 1 & 2 being a subdivision of Lot 2 DP 196660

Land District: North Auckland
Digitally Generated Plan
Generated on: 06/07/2011 2:31pm Page 3 of 3



Instrument No. 8724470.3
 Status Registered
 Date & Time Lodged 24 Jun 2011 17:33
 Lodged By Richards, Deborah Frances
 Instrument Type Easement Instrument



Affected Computer Registers	Land District
522801	North Auckland
522802	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

Signature

Signed by Bruce Alexander Wilson as Grantor Representative on 24/06/2011 05:11 PM

Grantee Certifications

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

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

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

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 Bruce Alexander Wilson as Grantee Representative on 24/06/2011 05:12 PM

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

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

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

Grantor

RODNEY COAST MIDWIVES LIMITED

Grantee

RODNEY COAST MIDWIVES LIMITED

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

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

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement, <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	"B" and "D" on DP 431845	522801	522802
Right to convey Gas, Electricity, Telecommunications and Computer Media	"D" and "E" on DP 431845	522801	522802
Right to Drain Sewage	"F", "B" and "D" on DP 431845	522801	522802
Right to supply Water	"C" on DP 431845	522802	522801

Form B - continued

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule]~~