



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




R.W. Muir
Registrar-General
of Land

Identifier **562724**
Land Registration District **North Auckland**
Date Issued 08 August 2011

Prior References
NA55B/98 NA76D/868 NA988/68

Estate Fee Simple
Area 28.2200 hectares more or less
Legal Description Lot 1 Deposited Plan 443991

Registered Owners
Auckland Trotting Club Incorporated

Interests

Subject to an electricity right (in gross) over part marked C on DP 443991 in favour of the Franklin Electric Power Board created by Transfer B494018.1

Appurtenant to part formerly Lot 7 DP 102609 are rights of way specified in Easement Certificate B350864.6 - 16.11.1984 at 1:56 pm

Subject to a right of way over part marked C on DP 443991 specified in Easement Certificate B350864.6 - 16.11.1984 at 1:56 pm

Appurtenant to part formerly Lot 1 DP 91559 and Lot 1 DP 131043 are rights of way and water and telephone rights specified in Easement Certificate C078409.6 - 7.12.1989

The easements specified in Easement Certificate C078409.6 are subject to Section 309 (1) (a) Local Government Act 1974

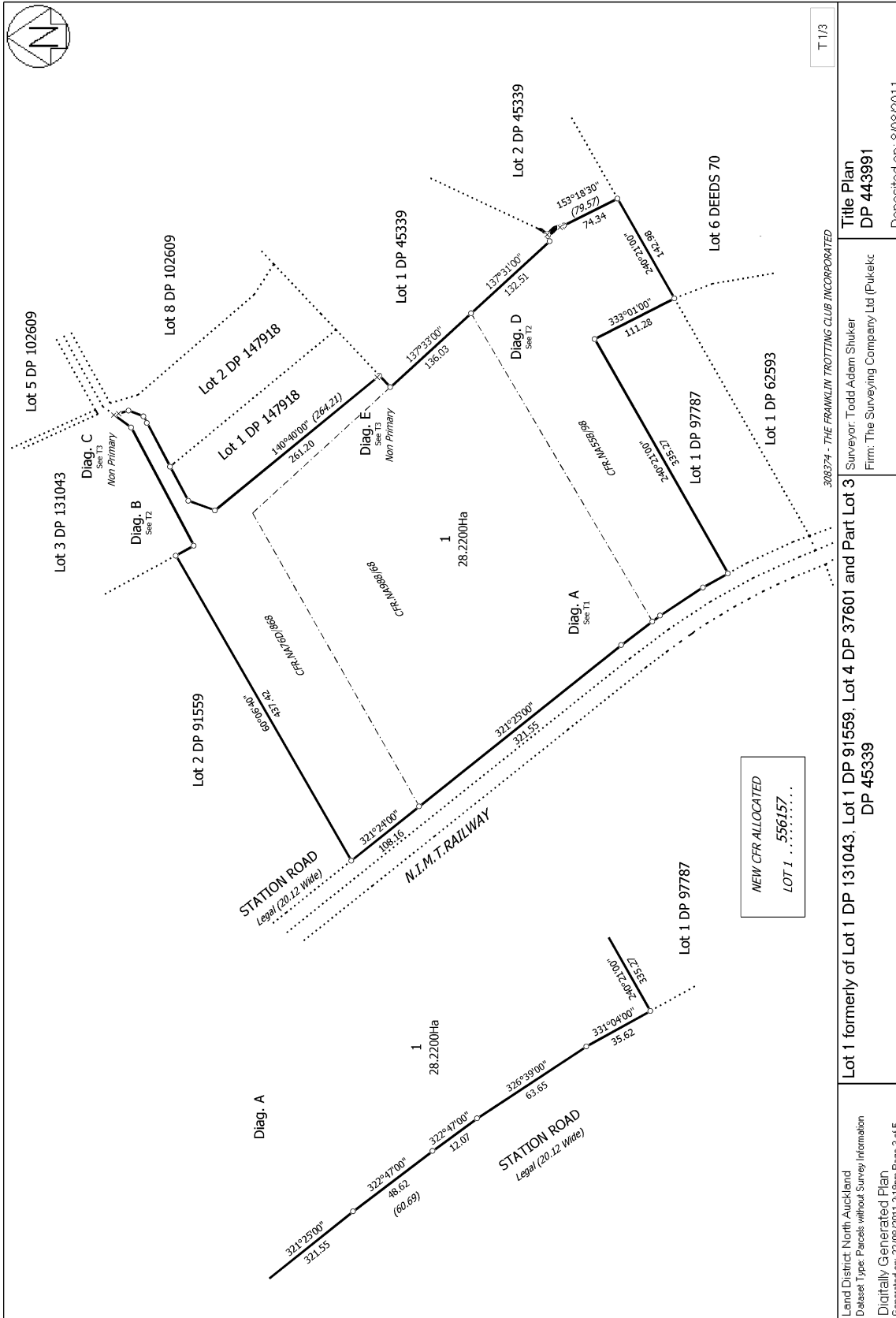
Subject to a right of way and to water, power and telephone rights over parts marked C and E and to a stormwater drainage right over part marked G on DP 443991 specified in Easement Certificate C078409.6 - 7.12.1989

Subject to a right of way and to water supply, power and telephone service rights over part marked X on DP 443991 created by Transfer C337115A.2 - 24.12.1991 at 11.41 am

10528083.1 Mortgage to ANZ Bank New Zealand Limited - 31.8.2016 at 5:18 pm

11774712.1 Variation of Mortgage 10528083.1 - 29.6.2020 at 4:20 pm

Subject to Section 21 Racing Industry Act 2020



T 1/3

308374 - THE FRANKLIN TROTTLING CLUB INCORPORATED

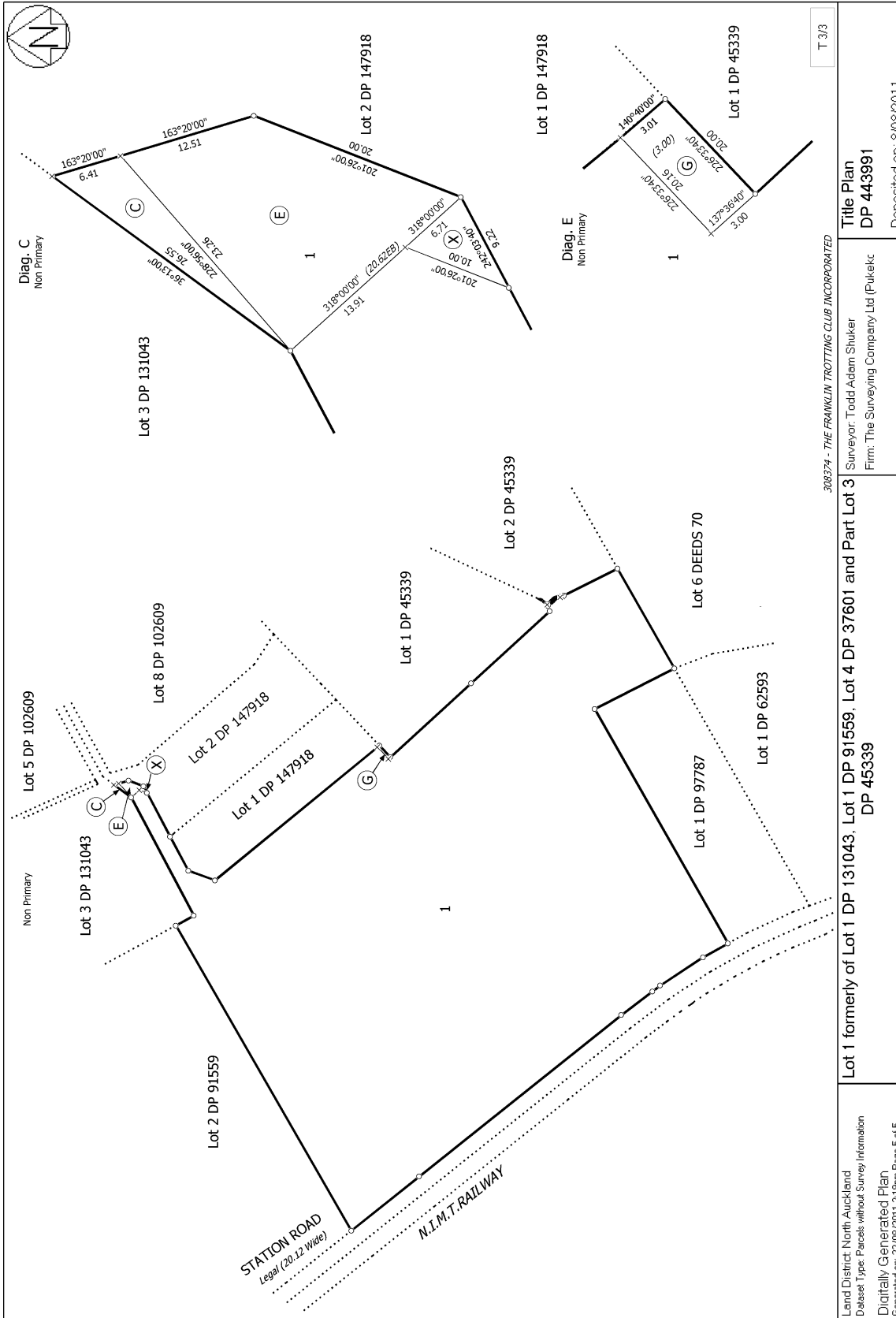
Lot 1 formerly of Lot 1 DP 131043, Lot 1 DP 91559, Lot 4 DP 37601 and Part Lot 3 DP 45339

Land District: North Auckland
 Dataset Type: Parcels without Survey Information
 Digitally Generated Plan
 Generated on: 22/08/2011 2:15pm Page 3 of 5

Title Plan
 DP 443991

Surveyor: Todd Adam Shuker
 Firm: The Surveying Company Ltd (Pukek)

Deposited on: 8/08/2011



308374 - THE FRANKLIN TROTTLING CLUB INCORPORATED

| | | | |
|---|--|--|--|
| <p>Land District: North Auckland Dataset Type: Parcels without Survey Information Digitally Generated Plan Generated on: 22/08/2011 2:15pm Page 5 of 5</p> | <p>Lot 1 formerly of Lot 1 DP 131043, Lot 1 DP 91559, Lot 4 DP 37601 and Part Lot 3 DP 45339</p> | <p>Surveyor: Todd Adam Shuker Firm: The Surveying Company Ltd (Pukek)</p> | <p>Title Plan DP 443991</p> |
| | | | <p>T 3/3</p> |
| | | | <p>Deposited on: 8/08/2011</p> |

View Instrument Details



Instrument No 11871863.1
Status Registered
Date & Time Lodged 23 September 2020 15:35
Lodged By Taylor, Ingrid Robyn
Instrument Type Racing Industry Act 2020 - Notice under s21(1)



| Affected Records of Title | Land District |
|----------------------------------|----------------------|
| 178138 | Otago |
| 326824 | Canterbury |
| 420811 | Otago |
| 562724 | North Auckland |
| 717413 | North Auckland |
| 735728 | North Auckland |
| 785622 | Canterbury |
| 785623 | Canterbury |
| 788358 | North Auckland |
| 788359 | North Auckland |
| 788361 | North Auckland |
| 788362 | North Auckland |
| 818991 | Nelson |
| 841108 | North Auckland |
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| 841110 | North Auckland |
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| 841206 | North Auckland |
| 899139 | North Auckland |
| 899140 | North Auckland |
| 905220 | Canterbury |
| 923663 | North Auckland |
| 923664 | North Auckland |
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| 923699 | North Auckland |
| 923700 | North Auckland |
| 923701 | North Auckland |
| 923702 | North Auckland |
| CB23A/59 | Canterbury |
| CB23A/61 | Canterbury |
| CB23A/62 | Canterbury |
| CB26F/1136 | Canterbury |
| CB47C/725 | Canterbury |
| NA121A/971 | North Auckland |
| NA18A/1372 | North Auckland |
| NA49C/55 | North Auckland |
| NA49C/56 | North Auckland |
| NA49C/57 | North Auckland |
| NA53B/664 | North Auckland |
| NL10A/1036 | Nelson |
| NL11C/490 | Nelson |
| NL56/155 | Nelson |
| NL8C/928 | Nelson |
| NL8C/929 | Nelson |
| NL8C/940 | Nelson |
| NL8C/941 | Nelson |
| OT11A/851 | Otago |
| OT161/74 | Otago |
| SA43A/596 | South Auckland |
| SA71A/93 | South Auckland |
| SLA3/457 | Southland |
| WN53D/254 | Wellington |

Annexure Schedule Contains 8 Pages.

Signature

Signed by Ingrid Robyn Taylor as Applicant Representative on 23/09/2020 03:31 PM

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

taylor shaw BARRISTERS & SOLICITORS



23 September 2020

The Registrar-General of Land

By email: customersupport@linz.govt.nz

Dear Sir/Madam

NOTICE PURSUANT TO SECTION 22 RACING INDUSTRY ACT 2020

1. We act for Harness Racing New Zealand ("the Racing Code").
2. We hereby give notice to the Registrar-General, pursuant to s 22 of the Racing Industry Act 2020 ("the Act"), to record, as soon as practicable, on the following Records of Title (Wellington Registry) held by Manawatu Harness Racing Club Incorporated, that the land is subject to s 21(1) of the Act:
 - (a) WN53D/254
3. Please advise once registration is complete.

Yours faithfully
TAYLOR SHAW

Ingrid Taylor
Partner
ingrid@taylorshaw.co.nz

taylor shaw BARRISTERS & SOLICITORS



23 September 2020

The Registrar-General of Land

By email: customersupport@linz.govt.nz

Dear Sir/Madam

NOTICE PURSUANT TO SECTION 22 RACING INDUSTRY ACT 2020

1. We act for Harness Racing New Zealand ("the Racing Code").
2. We hereby give notice to the Registrar-General, pursuant to s 22 of the Racing Industry Act 2020 ("the Act"), to record, as soon as practicable, on the following Records of Title (Southland Registry) owned by The Northern Southland Trotting Club Incorporated, that the land is subject to s 21(1) of the Act:

(a) SLA3/457

3. Please advise once registration is complete.

Yours faithfully
TAYLOR SHAW

Ingrid Taylor
Partner
ingrid@taylorshaw.co.nz

taylor shaw BARRISTERS & SOLICITORS



23 September 2020

The Registrar-General of Land

By email: customersupport@linz.govt.nz

Dear Sir/Madam

NOTICE PURSUANT TO SECTION 22 RACING INDUSTRY ACT 2020

1. We act for Harness Racing New Zealand ("the Racing Code").
2. We hereby give notice to the Registrar-General, pursuant to s 22 of the Racing Industry Act 2020 ("the Act"), to record, as soon as practicable, on the following Records of Title (Otago Registry) held by Forbury Trotting Club Incorporated and Roxburgh Trotting Club Incorporated, that the land is subject to s 21(1) of the Act:
 - (a) 420811
 - (b) OT161/74
 - (c) OT11A/851
 - (d) 178138
3. Please advise once registration is complete.

Yours faithfully
TAYLOR SHAW

Ingrid Taylor
Partner
ingrid@taylorshaw.co.nz

taylor shaw BARRISTERS & SOLICITORS



23 September 2020

The Registrar-General of Land


By email: customersupport@linz.govt.nz

Dear Sir/Madam

NOTICE PURSUANT TO SECTION 22 RACING INDUSTRY ACT 2020

1. We act for Harness Racing New Zealand ("the Racing Code").
2. We hereby give notice to the Registrar-General, pursuant to s 22 of the Racing Industry Act 2020 ("the Act"), to record, as soon as practicable, on the following Records of Title (Marlborough Registry) held by Nelson Harness Racing Club Incorporated and The Westport Trotting Club Incorporated, that the land is subject to s 21(1) of the Act:
 - (a) NL56/155
 - (b) 818991
 - (c) NL10A/1036
 - (d) NL8C/928
 - (e) NL11C/490
 - (f) NL8C/929
 - (g) NL8C/940
 - (h) NL8C/941
3. Please advise once registration is complete.

Yours faithfully
TAYLOR SHAW


Ingrid Taylor
Partner
ingrid@taylorshaw.co.nz

taylor shaw BARRISTERS & SOLICITORS



23 September 2020

The Registrar-General of Land

By email: customersupport@linz.govt.nz

Dear Sir/Madam

NOTICE PURSUANT TO SECTION 22 RACING INDUSTRY ACT 2020

1. We act for Harness Racing New Zealand ("the Racing Code").
2. We hereby give notice to the Registrar-General, pursuant to s 22 of the Racing Industry Act 2020 ("the Act"), to record, as soon as practicable, on the following Records of Title (Canterbury Registry) held by Addington Raceway Limited, Cheviot Harness Racing Club Incorporated, and Methven Trotting Club (Incorporated), that the land is subject to s 21(1) of the Act:
 - (a) 785623
 - (b) 326824
 - (c) 785622
 - (d) CB23A/59
 - (e) CB23A/61
 - (f) CB23A/62
 - (g) CB47C/725
 - (h) 905220
 - (i) CB26F/1136
3. Please advise once registration is complete.

Yours faithfully
TAYLOR SHAW

Ingrid Taylor
Partner
ingrid@taylorshaw.co.nz

taylor shaw BARRISTERS & SOLICITORS



23 September 2020

The Registrar-General of Land

By email: customersupport@linz.govt.nz

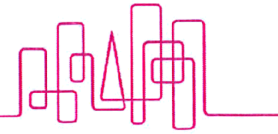
Dear Sir/Madam

NOTICE PURSUANT TO SECTION 22 RACING INDUSTRY ACT 2020

1. We act for Harness Racing New Zealand ("the Racing Code").
2. We hereby give notice to the Registrar-General, pursuant to s 22 of the Racing Industry Act 2020 ("the Act"), to record, as soon as practicable, on the following Records of Title (South Auckland Registry) held by The Cambridge – Te Awamutu Harness Racing Club Incorporated and Thames Harness Racing Incorporated, that the land is subject to s 21(1) of the Act:
 - (a) SA71A/93
 - (b) SA43A/596
3. Please advise once registration is complete.

Yours faithfully
TAYLOR SHAW

Ingrid Taylor
Partner
ingrid@taylorshaw.co.nz



23 September 2020

The Registrar-General of Land

By email: customersupport@linz.govt.nz

Dear Sir/Madam

NOTICE PURSUANT TO SECTION 22 RACING INDUSTRY ACT 2020

1. We act for Harness Racing New Zealand ("the Racing Code").
2. We hereby give notice to the Registrar-General, pursuant to s 22 of the Racing Industry Act 2020 ("the Act"), to record, as soon as practicable, on the following Records of Title (Auckland Registry) held by Auckland Trotting Club, that the land is subject to s 21(1) of the Act:

| | | |
|------------|--------|--------|
| NA53B/664 | 923700 | 923692 |
| NA49C/57 | 923699 | 923691 |
| NA49C/56 | 923698 | 923690 |
| NA49C/55 | 923697 | 923689 |
| NA18A/1372 | 923696 | 923688 |
| NA121A/971 | 923695 | 923687 |
| 923702 | 923694 | 923686 |
| 923701 | 923693 | 923685 |
| 923684 | 923683 | 923682 |
| 923681 | 923680 | 923679 |
| 923678 | 923677 | 923676 |
| 923675 | 923674 | 923673 |
| 923672 | 923671 | 923670 |
| 923669 | 923668 | 923667 |
| 923666 | 923665 | 923664 |
| 923663 | 899140 | 899139 |
| 841206 | 841205 | 841204 |
| 841203 | 841202 | 841201 |
| 841200 | 841199 | 841198 |
| 841197 | 841196 | 841195 |
| 841194 | 841193 | 841192 |
| 841191 | 841190 | 841189 |
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| 841167 | 841166 | 841165 |
| 841164 | 841163 | 841162 |

IRT-050105-37-149-V4

Level 2, 53 Victoria Street, PO Box 1123, Christchurch 8140, New Zealand. Tel +64 3 379 4114 Fax +64 3 366 6370
www.taylorshaw.co.nz

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| 841161 | 841160 | 841159 |
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| 841113 | 841112 | 841111 |
| 841110 | 841109 | 841108 |
| 788362 | 788361 | 788359 |
| 788358 | 735728 | 717413 |
| 562724 | | |

3. Please advise once registration is complete.

Yours faithfully
TAYLOR SHAW

Ingrid Taylor
Partner
ingrid@taylorshaw.co.nz

B3 50804.6 EC

Approved by the District Land Registrars: North Auckland 4221/75. South Auckland H.008116/1974. Canterbury 957768. Marlborough 75776. Gisborne 112239.9. Hawkes Bay 303051. Taranaki 217464.1. Wellington A038045. Westland 45629.

EASEMENT CERTIFICATE

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

x. We, EUNICE MAY ROULSTON Widow JAMES BIRCH ROULSTON Contractor and ELIZABETH ANNE NICHOLLS Married Woman all of Pukekohe

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 19 day of 19 under No. 102609 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. 102609

| Nature of Easement (e.g., Right of Way, etc.) | Servient Tenement | | Dominant Tenement Lot No.(s) or other Legal Description | Title Reference |
|--|---|---|---|--------------------|
| | Lot No.(s) or other Legal Description | Colour, or Other Means of Identification, of Part Subject to Easement | | |
| Right of Way | Part Lot 2 | A | Lot 3 | 48D/1020 |
| Right of Way | Part Lot 3 | B | Lot 2 | " |
| Right of Way | Part Lot 6 | C | Lot 7 | " |
| Right of Way | Part Lot 7 | D | Lot 6 | " |

N.B. On no account should this margin be used

N.B. On no account should this margin be used

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

1. Rights and powers:

No additional rights to those set out in the Seventh Schedule

N.B. On no account should this margin be used

N.B. On no account should this margin be used

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

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Dated this 5th day of September 19 84
Signed by the above-named EUNICE MAY
ROULSTON, JAMES BIRCH
ROULSTON and ELIZABETH
ANNE NICHOLLS

Eun. Roulston
J. Birch
E. Nicholls

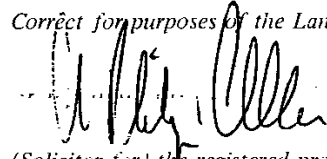
in the presence of

Witness to wright
Occupation Salvator
Address Pulcholen

EASEMENT CERTIFICATE

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

Correct for purposes of the Land Transfer Act



(Solicitor for) the registered proprietor

N.B. On no account should this margin be used

N.B. On no account should this margin be used

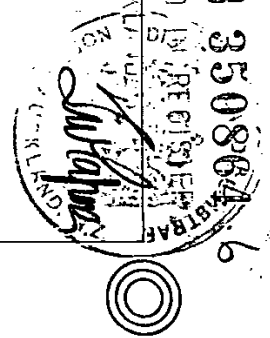
Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

District
Assistant Land Registrar
of the District of

56c/749
56c/750
56c/753
56c/754



WEBB MORICE & PARTNERS
SOLICITORS
PUKEKOHE

1.56 16.NOV.84 B 350864
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND


\$ 10.00

Approved by the Registrar-General of Land, Wellington, No. 367635.80
Approved by the District Land Registrar, North Auckland, No. 4363/80

Under the Land Transfer Act 1952

16DC86 559869 DTY *****10.00

NEW ZEALAND STAMP DUTY AKS

Memorandum of Transfer

COMPASS LION LIMITED at Auckland
WHEREAS ~~EUNICE MAY ROULSTON, Widow, JAMES BIRCH ROULSTON, Contractor and~~
~~ELIZABETH ANNE NICHOLLS, Married Woman, all of Pukekohe~~
(hereinafter called "the Grantors")

being registered as proprietor

of estates in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in those pieces of land situated in the Land District of North Auckland FIRST containing FIVE DECIMAL SIX NOUGHT EIGHT FIVE HECTARES (5.6085 ha)

more or less being Lot 6 on Deposited Plan 102609 being part Allotment 39 Parish of Pukēkōhē and being all the land comprised and described in Certificate of Title 56C/753 SUBJECT TO Rights of Way in Easement Certificate B350864.6 and Water Supply and Mortgages B.455835.2, B.455835.3 and B.455835.6 Easement in Transfer B403763.1/ AND SECONDLY containing SIX DECIMAL NOUGHT SEVEN THREE NINE HECTARES (6.0739 ha) more or less being Lot 7 on Deposited Plan 102609 and being all the land comprised and described in Certificate of Title 56C/754 SUBJECT TO Water Supply Easement in Transfer B403763.1 and Mortgages B.455835.4, B.455835.5, and B.455835.6 AND WHEREAS the Grantors have agreed to grant to the FRANKLIN ELECTRIC POWER BOARD a body corporate duly constituted under the provisions of the Electric Power Boards Act 1925 (hereinafter called "the Grantee") the rights interest and licences in respect of the said lands hereinafter set forth NOW THEREFORE in consideration of the sum of TEN CENTS (10 cents) ^{paid} ~~said~~ to the Grantors by the Grantee (the receipt of which sum is hereby acknowledged) the Grantors DO HEREBY TRANSFER AND GRANT unto the Grantee subject to the following covenants conditions and restrictions as an easement in gross the full free right liberty and licence TO TRANSMIT ELECTRONIC CURRENT through under across and over those portions of the said lands marked "C" and "D" respectively on the said Lots 6 and 7 on Deposited Plans 102609 AND FOR THAT PURPOSE the Grantee its servants agents and workmen with or without vehicles laden or unladen and with tools machinery and equipment, may from time to time and

at all times as occasion shall require enter upon those parts of Lots 6 and 7 on Deposited Plan 102609 marked "C" and "D" PROVIDED THAT the Grantee shall do as little damage as possible to the surface of the said lands and any vegetation fences or erections thereon and PROVIDED ALSO that any opening in the surface of any part of the said lands shall be filled in by the Grantee as soon as possible after the necessary work for which such opening was made had been completed and the surface levelled off in a proper manner and resurfaced if necessary to restore it to the condition it was in prior to the work being done and all damage, if any, to fences or other erections on the said lands made good and restored to their prior condition in a proper and workmanlike manner AND THE GRANTORS COVENANT WITH THE GRANTEE that the Grantors will not place any buildings or erections or plant or allow or suffer to grow any tree or shrub on the parts of the said Lots 6 and 7 on Deposited Plan 102609 marked "C" and "D" as aforesaid and will not at any time hereafter do permit or suffer to be done any act whereby the rights powers licences and liberties hereby granted to the Grantee may be interferred with or affected in any way.

In Consideration of

(the receipt of which sum is hereby acknowledged)

Do ~~hereby Transfer to the said~~

all

estate and interest in the

said land above described

In witness whereof these presents have been executed this 1985.

9th day of *December*

THE COMMON SEAL of COMPASS)
LION LIMITED was hereunto)
affixed in the presence of:-)



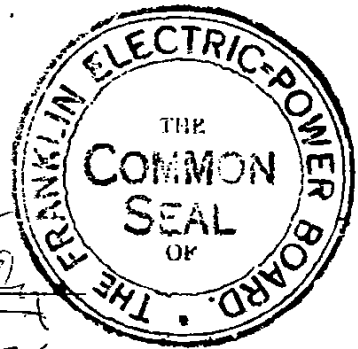
J. L. Wan Director
..... Director

In witness whereof these presents have been executed this _____ day
of *Twenty Second* DAY OF *October* 1985

Signed by the above named _____)
~~EUNICE MAY ROULSTON, JAMES BIRCH~~)
~~ROULSTON and ELIZABETH ANNE NICHOLLS~~)
in the presence of:-)

Salvatore Lukelake

THE COMMON SEAL of the)
FRANKLIN ELECTRIC POWER BOARD)
was hereunto affixed in the)
presence of:-)



Member: *[Signature]*
Member: *[Signature]*
Secretary: *A. D. Lynn*

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

[Handwritten Signature]

Solicitor for the Transferee.

E.M. ROULSTON, J.B. Roulston
and E.A. NICHOLLS Transferor

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE
THE PROVISIONS OF PART 11A OF THE LAND SETTLEMENT PROMOTION
AND LAND ACQUISITION ACT 1952.

[Handwritten Signature]

SOLICITOR FOR THE TRANSFEEE

FRANKLIN ELECTRIC POWER BOARD / Transferee

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

.....
Assistant / District Land Registrar

of the District of

BRANDON BROOKFIELD TOWLE & BEYER
SOLICITORS
AUCKLAND

Solicitors for the Transferee

12.12 19 DEC 85 B 484018 / F
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR



C 078409.6 EC

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

EASEMENT CERTIFICATE

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

X/We PETER THOMAS BLANCHARD of Pukekohe, Horse Trainer and **KAREN MAREE BLANCHARD** his wife and **TIMOTHY PETER SCHLMACHER** and **CHRISTINE ELIZABETH JURY** both of Pukekohe, School Teachers

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 1989 under No. 131043 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. 131043**

| Nature of Easement (e.g., Right of Way, etc.) | Servient Tenement | | Dominant Tenement Lot No.(s) or other Legal Description | Title Reference |
|--|---|---|---|--------------------|
| | Lot No.(s) or other Legal Description | Colour, or Other Means of Identification, of Part Subject to Easement | | |
| RIGHT OF WAY | Lot 2 | A D & O | Lot 1 | |
| RIGHT OF WAY | Lot 1 | C & E | Lot 2 | |
| RIGHT OF WAY | Lot 3 | B. & N | Lot 1, 2 & 4 | |
| RIGHT OF WAY | Lot 3 | F | Lot 4 | |
| POWER AND TELEPHONE | Lot 2 | A, D & O | Lot 1 | |
| POWER AND TELEPHONE | Lot 1 | C & E | Lot 2 | |
| POWER AND TELEPHONE | Lot 3 | B & N | Lot 1, 2 & 4 | |
| POWER AND TELEPHONE | Lot 3 | F | Lot 4 | |
| STORMWATER DRAINAGE | Lot 1 | G | Lot 2 | |
| WATER | Lot 2 | A, D & O | Lot 1 | |
| WATER | Lot 1 | C & E | Lot 2 | |
| WATER | Lot 3 | B & N | Lot 1, 2 & 4 | |
| WATER | Lot 3 | F | Lot 4 | |

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

1. Rights and powers:

1. RIGHTS AND POWERS:

The rights and powers in respect of the right of way and Water and Storm Water Drainage Easement shall be as set out in the Seventh Schedule to the Land Transfer Act 1952.

The rights and powers in respect of the Power and Telephone Easements shall be as set out in the Land Transfer Act 1952 amended by the following:

The registered proprietor for the time being of the fee simple in the dominant tenement shall have the free and uninterrupted right liberty and privilege (in common with the registered proprietor for the time being of the servient tenement):

- (a) To transmit electric current and telephonic impulses by wire cable pipe or other conductor through and under the servient tenement;
- (b) To enter upon the servient tenement or have engineers, surveyors employees agents and contractors enter with or without vehicles machinery equipment or materials for the purpose of laying out and excavating trenches through in over and across the servient tenement and of laying in those trenches underground electricity wire cables underground telephone wire cables or other equipment if necessary and any pipes conduits or other coverings in which the cables may be enclosed and thereafter again filling in the soil of such trenches;
- (c) At all times to pass and transmit electric current telephonic impulses and water through such wire cables pipes or other conductors or equipment if necessary and such pipes conduits or coverings enclosing same;
- (d) To repair, replace or renew any such wires cables conduits pipes and other equipment and for such purposes to enter upon the servient tenement or have engineers surveyors employees agents and contractors enter with or without machinery vehicles equipment and plant and to open or excavate the soil of the servient tenement to the extent necessary and in doing so to do as little damage as possible to the surface of the servient tenement and as soon as is reasonably possible resorting the same or nearly as possible restoring the same to its former condition.

7/21
CO

P.T.B.
J.H.L.

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

- (a). The registered proprietors for the time being of the dominant and servient tenements who require to use the right of way created shall be liable to contribute equally to such costs of surfacing, fencing, repairs and maintenance of such right of way **PROVIDED HOWEVER** that the liability to contribute proportionately to such costs should be restricted to the costs of surfacing, fencing, repairs and maintenance of such right of way extending from the legal public road to the farthest boundary therefrom of each respective tenement to the intent that each registered proprietor shall not be liable to contribute to such costs in respect of that part of the right of way beyond such farthest boundary of his or her land from the said legal public road.
- (b). The registered proprietors for the time being of the dominant and servient tenements who require and use the water power and telephone services easement created shall be equally responsible for the installation, repair and maintenance of any such service and in the event that the surface of the land within the easement granted is required to be opened up, then such registered proprietor shall ensure that the ground surface is restored to as near as possible to its original condition and that there is freedom of egress and ingress along the right of way.
- (c). The registered proprietors for the time being of the dominant and servient tenements who require the water, stormwater drainage easements created shall be equally responsible for laying and maintaining of any pipeline along such easement created and for the installation, servicing and maintenance of the said easement.
- (d). Any dispute between the registered proprietors for the time being of the dominant and servient tenements in respect of any of the easements created which cannot be settled by agreement between the parties shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1908 or any amendments thereof.

[Handwritten signatures]

Dated this 11th day of October 1989
Signed by the above-named
PETER THOMAS BLANCHARD and
KAREN MARIE BLANCHARD
in the presence of
Witness [Signature]
Occupation [Signature]
Address [Signature]

Signed by the above-named
TIMOTHY PETER SCHLMACHER and
CHRISTINE ELIZABETH JURY in the presence of:
[Signature]
[Signature]

EASEMENT CERTIFICATE

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

*Correct for the purposes of the
Land Transfer Act*

The within easements when created
will be subject to Section 309(1)(a)
Local Government Act 1974

E. L. Lunn

Solicitor for the registered proprietor

A2R

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR.

2.22 07 DEC 89 C 078409.6

76D/868
76D/231



D



C337115A.2 TE

Under the Land Transfer Act 1952

Memorandum of Transfer

creating Right of Way, Power and Telephone Services and
Water Supply

WHEREAS FRANKLIN TROTTING CLUB incorporated at Pukekohe (hereinafter termed "the Grantor")

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 1.1782 hectares

more or less being Lot 1 on Deposited Plan No 131043 and being part Allotments 16 and 39 Parish of Pukekohe and being part of the land comprised and described in Certificate of Title Volume 76D Folio 868 (Hereinafter called "the servient tenement")

SUBJECT TO AND TOGETHER WITH : Easements specified in Easement Certificates C.078409.6 and B.350864.6

SUBJECT TO : Electricity Easement created by Transfer No B.494018.1

SUBJECT TO : Sections 308(4) and 309(1)(a) Local Government Act 1974

SUBJECT TO : Resolution No C.078409.2

AND WHEREAS ROBERT JOHN BEHRNS of Pukekohe, Horse Trainer (hereinafter called "the Grantee") is registered as proprietor of an estate in fee simple (subject to such reservations, restrictions, encumbrances, liens and interests as are notified by memorial written or endorsed on the certificate of title) in the land situated in the land district of North Auckland containing 4.8944 hectares more or less being Lot 2 on Deposited Plan No 131043 and being part Allotment 39 Parish of Pukekohe and being all of the land comprised and described in Certificate of Title Volume 76D Folio 231 (hereinafter called "the dominant tenement")

AND WHEREAS the grantee wishes to establish and use the Right of Way and lines for the transmission of electric power and telephone services and pipes for water supply within the easement shown marked "X" on the plan annexed to this Transfer

AND WHEREAS the Grantor has agreed at the request of the Grantee to execute a Transfer granting such Right of Way, Power Supply, Telephone Services and Water Supply Easement in favour of such grantee as hereinafter set out

NOW THIS TRANSFER WITNESSETH that pursuant to the aforesaid agreement and in consideration of the premises IT IS HEREBY COVENANTED AGREED AND DECLARED by and between the parties as follows:

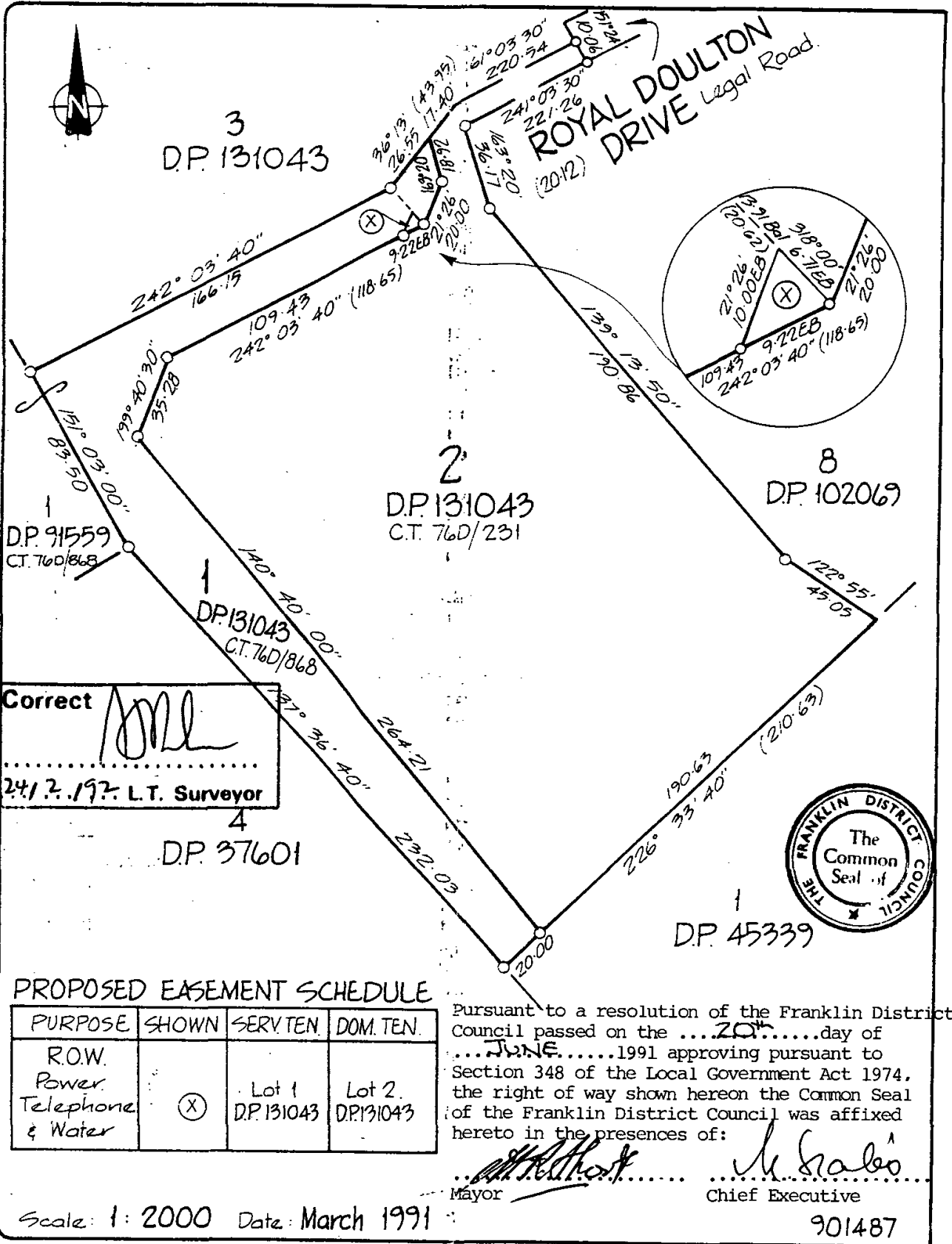
1. THAT the Grantor doth hereby transfer and grant unto the Grantee his executors, administrators and assigns and other the registered proprietors for the time being of the dominant tenement (in common with any other person to whom similar rights are or may be granted) the following rights and powers:

- (a) In respect to the Right of Way the rights and powers set out in the seventh schedule to the Land Transfer Act 1952 and the ninth schedule to the Property Law Act 1952.
- (b) In respect to the Water Supply Easement the rights and powers as set out in the seventh schedule to the Land Transfer Act 1952.
- (c) In respect to the Power and Telephone Services Easement the full free and uninterrupted right, liberty and licence to any power supply authority, government agency or registered proprietor of any dominant tenement together with their servants, tenants, agents, workmen, licencees or invitees (in common with the registered proprietor of the servient tenement, his tenants and any other person lawfully entitled so to do and subject always to any enactment or regulation for the time being in force governing the supply of electric power and the installation of telephone services) from time to time and at all times by day and by night, to go, pass and re-pass, with or without vehicles laden or unladen and with tools, machinery and equipment for the purposes of laying cable, wires and installation of electricity or telephone works and to maintain same and to respectively convey current or the supply of electric power or the transmission of telephone messages over those parts more particularly shown as the Easement marked "X" on the plan annexed hereto.

2. IT IS AGREED by and between the Grantor and the Grantee that the following conditions, covenants and restrictions shall apply in respect of the foregoing easements namely:

- (a) The registered proprietor for the time being of the dominant tenement who requires and uses the easements created hereby shall be responsible for the installation, repair and maintenance of any such Right of Way, Power Supply, Telephone Service and Water Supply and in the event that the surface of the land within the easement granted is required to be opened up, then such registered proprietor shall ensure that the ground surface is restored to as near as possible to its original condition and shall do as little damage as possible to the said surface and any vegetation or erections thereon and that upon the opening up of the surface of the said land, such opening shall be filled in as soon as possible after the necessary work for which such opening was made has been completed and all damage if any to any fences, gates or other erections on the servient tenement shall be made good and restored to the same condition as they were in prior to the commencement of the work in a property and workmanlike manner and the proprietor for the time being of the dominant tenement shall be responsible for all costs including any liability to third parties as a result of the said works being incorrectly carried out or not properly completed.
- (b) IT IS HEREBY DECLARED that any dispute between the registered proprietors for the time being of the dominant and servient tenements in respect of any of the aforementioned easements created hereby which cannot be settled by agreement between the parties shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1908 or any amendment or re-enactment thereof.

3. IT IS AGREED by the Grantor and Grantee that the easements hereby created shall be forever appurtenant to the respective dominant tenements.



Correct
[Signature]
 24/7.197. L.T. Surveyor



PROPOSED EASEMENT SCHEDULE

| PURPOSE SHOWN | SERV.TEN. | DOM.TEN. |
|---|----------------------------|---------------------|
| R.O.W. Power Telephone & Water | (X) Lot 1 D.P.131043 | Lot 2 D.P.131043 |

Pursuant to a resolution of the Franklin District Council passed on the ...20th.....day of ...JUNE.....1991 approving pursuant to Section 348 of the Local Government Act 1974, the right of way shown hereon the Common Seal of the Franklin District Council was affixed hereto in the presences of:

[Signature] Mayor
[Signature] Chief Executive

Scale: 1:2000 Date: March 1991

901487

| | | |
|---|---------|------------------|
| BRIAN FOOTE & ASSOCIATES Registered Surveyors & Land Consultants Appraisal House, 2 King Street, Pukekohe. Phone (085) 89-991 | client | R.J. BEHRNS |
| | project | EASEMENT DIAGRAM |

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act

SOLICITOR FOR THE TRANSFEREE

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

SOLICITOR FOR THE TRANSFEREE

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.

SOLICITOR FOR THE TRANSFEREE

Grantor
FRANKLIN TROTTLING CLUB ~~XXXXXXXX~~

Grantee
RJ BEHRNS ~~XXXXXXXX~~

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

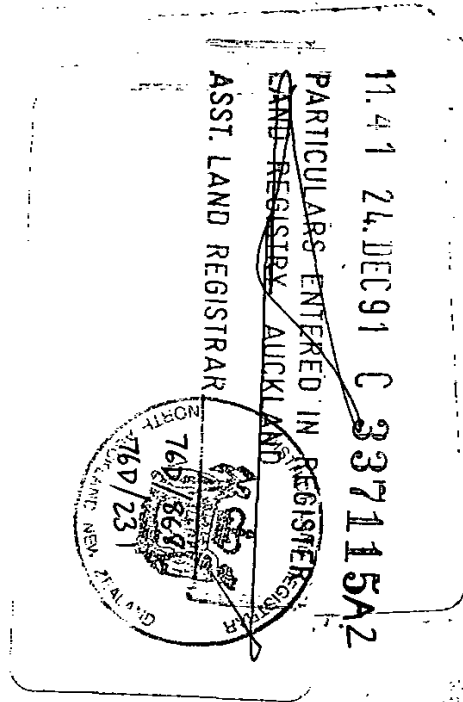
Assistant / District Land Registrar

of the District of

DE Rep

STURROCK MONTEITH & CO
SOLICITORS
PUKEKOHE

Solicitors for the Transferee



(4E)





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




R.W. Muir
Registrar-General
of Land

Identifier NA53B/664
Land Registration District North Auckland
Date Issued 19 October 1983

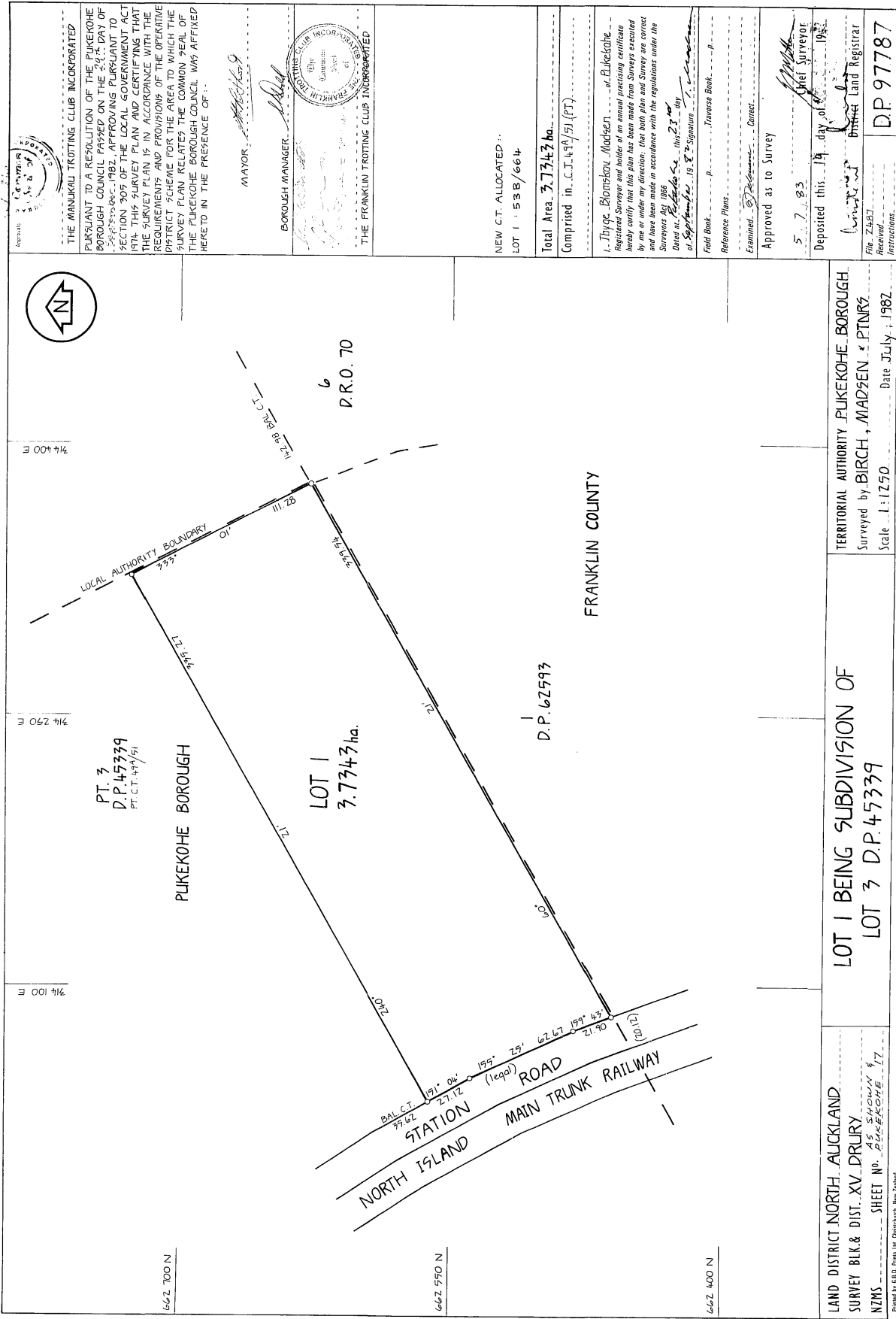
Prior References
NA49A/51

Estate Fee Simple
Area 3.7343 hectares more or less
Legal Description Lot 1 Deposited Plan 97787

Registered Owners
Auckland Trotting Club Incorporated

Interests

Fencing Agreement in Transfer 481410
11454698.1 Mortgage to ANZ Bank New Zealand Limited - 4.6.2019 at 3:10 pm
Subject to Section 21 Racing Industry Act 2020



THE ANNIKRU TROTTING CLUB INCORPORATED
 PURSUANT TO A RESOLUTION OF THE PUKEKOHE BOROUGH COUNCIL PASSED ON THE 24th DAY OF 25th 1982, APPROVING PURSUANT TO SECTION 305 OF THE LOCAL GOVERNMENT ACT 1974 THIS SURVEY PLAN AND CERTIFYING THAT THE SURVEY PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS AND PROVISIONS OF THE OPERATIVE BY-LAW SCHEME FOR THE AREA TO WHICH THE SURVEY PLAN RELATES THE COMMON SEAL OF THE PUKEKOHE BOROUGH COUNCIL WAS AFFIXED HERE TO IN THE PRESENCE OF:-

MAYOR
 BOROUGH MANAGER
 THE FRANKLIN TROTTING CLUB INCORPORATED

NEW CT. ALLOCATED
 LOT 1 : 538/664

Total Area: 3.7347 ha.
 Comprised in C.T. 494/51 (PT.)

Thye Blomskov Madson, of Pukekohe 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 plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act 1982
 Dated at Pukekohe this 23rd day of September 1982
 Signature: [Signature]
 Field Book: [Blank]
 Reference Plans: [Blank]
 Examined: [Signature] Correct
 Approved as to Survey

5 7 83
 Deposited this 14 day of 1982
 [Signature] District Land Registrar
 File: 2487
 Received: [Signature]
 Instructions: D.P. 97787

Scale 1:1750
 Date July 1982
 TERRITORIAL AUTHORITY PUKEKOHE BOROUGH
 Surveyed by BIRCH, MADSEN & PTNRK
 Scale 1:1750

LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK & DIST. XV DRURY
 NZMS SHEET NO. 45 SHOWN AS Pukekohe

DATE OF PHOTOGRAPHY 07 NOV 1988

Printed by [Name] for the District Council, New Zealand.

Scale 1:1750

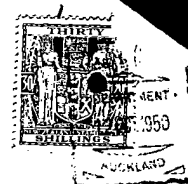
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

CENTIMETERS

INCHES



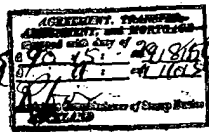
481410 T 01011820



by the District Land Registrar, Auckland. No. 2410.

New Zealand.

Memorandum of Transfer.



WE DUNCAN ROULSTON of Pukekohe Farmer (as to one undivided moiety or half share) and the said Duncan Roulston, JAMES DUNCAN ROULSTON Farmer and MAXWELL RAE GRIERSON Solicitor both of Pukekohe (as joint tenants inter se of the other undivided moiety or half share)

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 Borough of Pukekohe containing Ninety-seven (97) acres and Two (2) roods more or less being Lot 5 on Deposited Plan 37601 portion Allotments 19 and 24 of the Parish of Pukekohe and part of the land comprised in Certificate of Title Volume 680 Folio 22 (Auckland Registry)

In consideration of the sum of Eight thousand Two hundred and Eighty-seven pounds Ten shillings (£8,287.10.0.)

paid to us by PRODUCE MARKETS LIMITED a duly incorporated Company having its registered Office at Auckland (The receipt whereof is hereby acknowledged)

*to R
1/10/50
WMS*

and each of us doth
Do / hereby Transfer unto the said Produce Markets Limited

*to R
1/10/50
WMS*

and each of our respective
all our / estates and interests in the said piece of land PROVIDED that the Transferors
shall not be liable or called upon to contribute towards the cost of the
erection or maintenance of any boundary or dividing fence between the land
hereby transferred and any adjoining land belonging to the Transferors but
this proviso shall not enure for the benefit of any purchaser of such
adjoining land.

In Witness whereof these presents have been executed this
day of *October* one thousand nine hundred and fifty.

SIGNED by the said DUNCAN ROULSTON } *H Roulston* ✓
in the presence of:-

*N. L. Brown
Clerk to M. R. Guernon & Moody,
Solicitors, Pukekohe.*

SIGNED by the said JAMES DUNCAN } *H Roulston* ✓
ROULSTON in the presence of:-

*N. L. Brown
Clerk to M. R. Guernon & Moody,
Solicitors, Pukekohe.*

SIGNED by the said MAXWELL RAE } *M Guernon* ✓
GRIERSON in the presence of:-

*N. L. Brown.
Clerk to M. R. Guernon & Moody
Solicitors Pukekohe*

481410

64

No.

Correct for the purposes of the Land Transfer Act

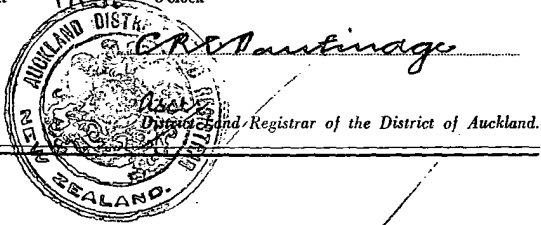
TRANSFER OF Lot 5
D.P. 37601 ptn. Allots.
19 & 24 Parish of Pukekohe.

Solicitor for Transferee

DUNCAN ROULSTON, JAMES DUNCAN ROULSTON & MAXWELL
RAE GRIERSON. Transferor.

PRODUCE MARKETS LIMITED.
Transferee.

Particulars entered in the Register-Book; Vol. 680
Folio 22
the 12th day of October 1950
at 11.30 o'clock



MEREDITH MEREDITH

20293

Lancing.

978/242.
D.P. 37601

Part 680/22
Area 97. 2. 00 partly situated in the
Boro. of Pukekohe being Lot 5 in D.P. 37601
& being portions of Allots. 19 & 24 Parish
of Pukekohe

and
6/2/50

12/10/50 / 20/1

MEREDITH MEREDITH, KERR & CLEAL
SOLICITORS
AUCKLAND

CLARK & MATHESON LTD., PRINTERS, AUCKLAND AND HAMILTON

1-2/10





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Limited as to Parcels
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier NA18A/1372
Land Registration District North Auckland
Date Issued 26 February 1970

Prior References
NA762/82

Estate Fee Simple
Area 3.2501 hectares more or less
Legal Description Lot 1 Deposited Plan 62593

Registered Owners
Auckland Trotting Club Incorporated

Interests

11454698.1 Mortgage to ANZ Bank New Zealand Limited - 4.6.2019 at 3:10 pm
Subject to Section 21 Racing Industry Act 2020

70001

XV DRURY S.D.

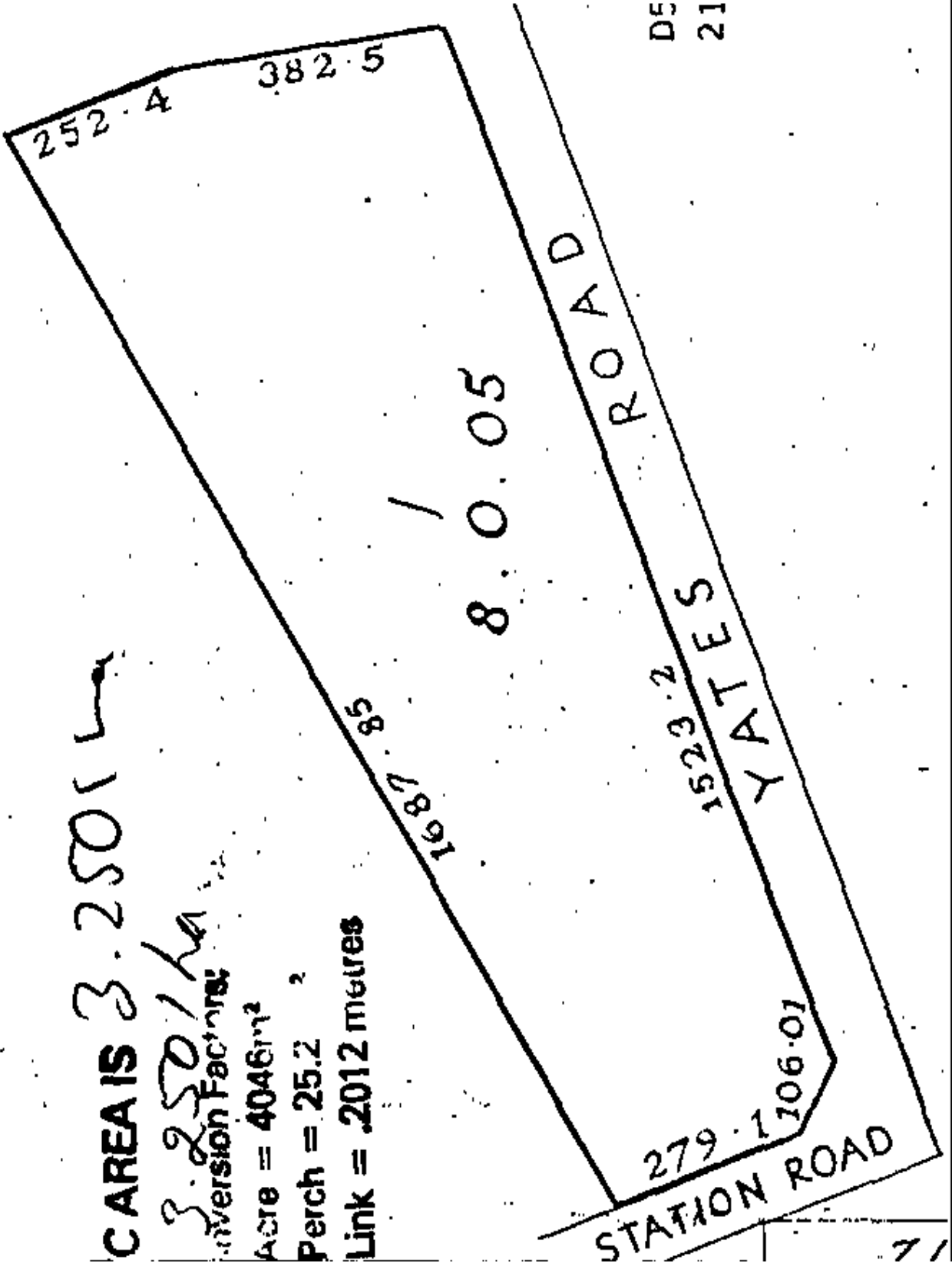
CAREAIS 3.2501 ha

3.2501 ha
Conversion Factors:

Acre = 4046 m²

Perch = 25.2 m²

Link = 2012 metres



DE
21



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




R.W. Muir
Registrar-General
of Land

Identifier 538420
Land Registration District North Auckland
Date Issued 15 August 2013

Prior References

NA49A/323 NA49A/324

Estate Fee Simple
Area 4.1899 hectares more or less
Legal Description Lot 3 Deposited Plan 437089

Registered Owners

JF & SL Street Limited

Interests

9487757.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.8.2013 at 3:36 pm

9487757.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.8.2013 at 3:36 pm

Subject to a right of way and a right to convey electricity, telecommunications, computer media and water over part marked A on DP 437089 created by Easement Instrument 9487757.5 - 15.8.2013 at 3:36 pm

Appurtenant hereto is a right of way for horses and pedestrians and a right to convey electricity and water created by Easement Instrument 9487757.5 - 15.8.2013 at 3:36 pm

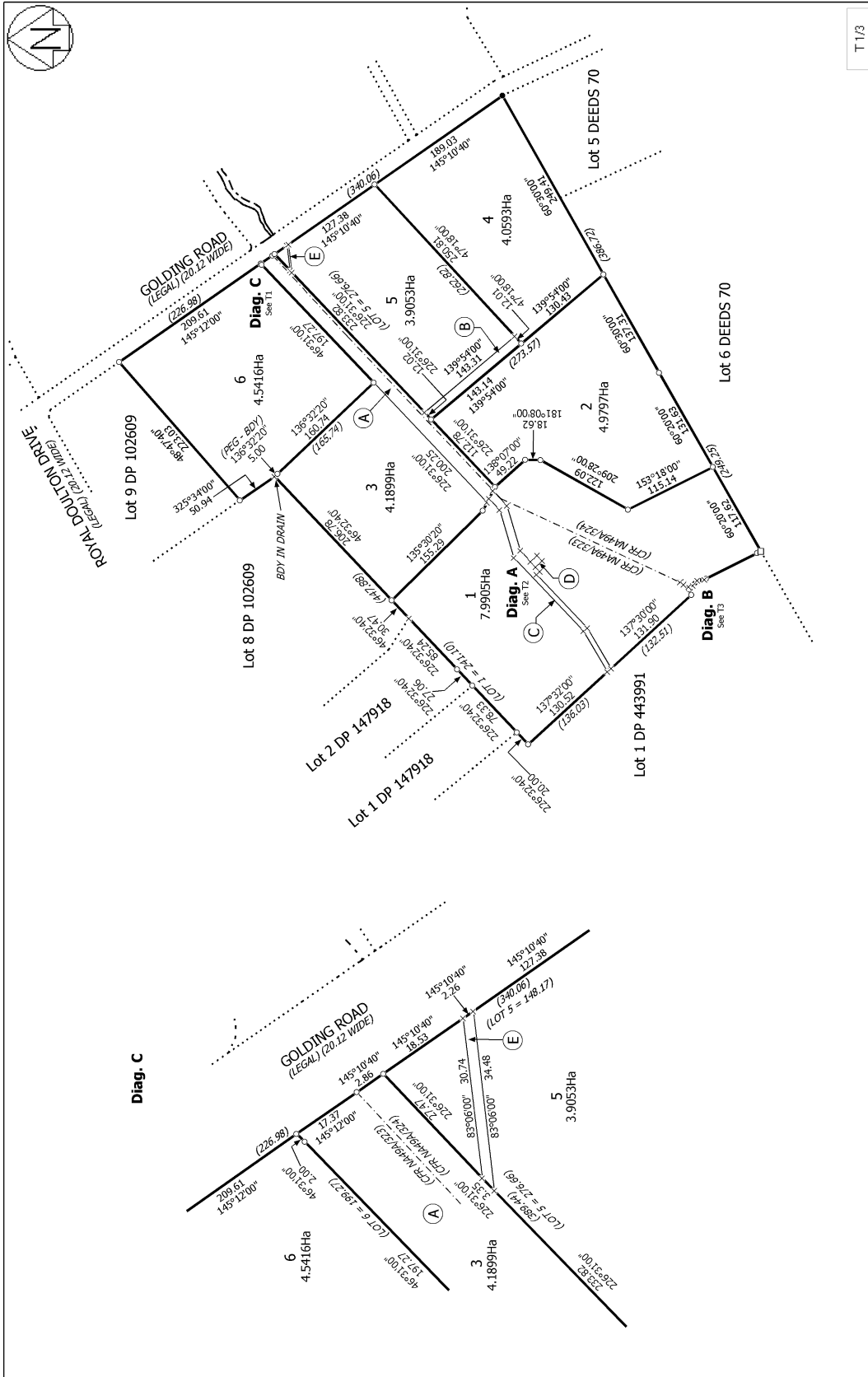
The easements created by Easement Instrument 9487757.5 are subject to Section 243 (a) Resource Management Act 1991 Land Covenant in Easement Instrument 9487757.6 - 15.8.2013 at 3:36 pm (Limited as to duration)

9513446.1 Variation of the conditions of the Land Covenant created by Easement Instrument 9487757.6 - 16.9.2013 at 11:13 am

10861270.1 Surrender of the right of way, right to convey electricity, telecommunications, computer media and water over part marked A on DP 437089 created by Easement Instrument 9487757.5 as appurtenant to Lot 4 DP 437089 - 1.9.2017 at 11:07 am

10896666.1 CAVEAT BY GRANDE MEADOW DEVELOPMENTS LIMITED - 5.9.2017 at 4:12 pm

10916068.1 Variation of the conditions of the easement specified created by Easement Instrument 9487757.5 - 2.10.2017 at 5:32 pm



T 1/3

| | | |
|--|--|---|
| <p>Land District: North Auckland</p> <p>Digitally Generated Plan</p> <p>Generated on: 12/08/2013 07:25am Page 3 of 5</p> | <p>Surveyor: Simon Leonard Luther</p> <p>Firm: Birch Surveyors Ltd</p> | <p>Title Plan</p> <p>LT 437089</p> <p>Approved on: 12/08/2013</p> |
|--|--|---|

View Instrument Details



Instrument No 9487757.2
Status Registered
Date & Time Lodged 15 August 2013 15:36
Lodged By Scott, Bryan James
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers **Land District**

NA49A/323 North Auckland

NA49A/324 North Auckland

Annexure Schedule: Contains 4 Pages.

Signature

Signed by Bryan James Scott as Territorial Authority Representative on 15/08/2013 03:09 PM

*** End of Report ***

**CONSENT NOTICE ISSUED PURSUANT TO SECTION 221 OF THE RESOURCE
MANAGEMENT ACT 1991**

1. **AUCKLAND COUNCIL** (Council) gives notice that Franklin District Council (being the predecessor of Auckland Council pursuant to section 35 of the Local Government (Tamaki Makaurau Reorganisation) Act 2009) granted a consent (file no. S04112) under the Resource Management Act 1991 on 29 April 2010 for the subdivision of the land described in computer freehold registers NA49A/323 and NA49A/324 (North Auckland Registry).
2. The consent is subject to the conditions in the schedule which are to be complied with on a continuing basis and to the Council's satisfaction by the registered proprietors of Lots 1, 2, 3, 4, 5 and 6 on Deposited Plan 437089 (Affected Lots).

Dated the 25th day of July 2013

SIGNED for and on behalf of **AUCKLAND COUNCIL**
under delegated authority:



R Gibbs – Team Leader Resource Consents (Pukekohe)

SCHEDULE
(the conditions)

Fire Fighting Water Supplies

Upon construction of a habitable building on the Affected Lots, it is required that there be sufficient water volume, pressure and flows provided in accordance with NZFS Fire Fighting Water Supplies Code of Practice SNZ PAS 4509:2008 and that this water supply be accessible for fire fighting purposes.

Water supply provided by way of tank storage must be located a safe distance away from the habitable dwelling in accordance with NZFS Fire Fighting Water Supplies Code of Practice SNZ PAS 4509:2008.

Noise Control

The Affected Lots are exposed to intermittent higher than average noise from the nearby motor racing track. Accordingly, any new dwelling shall:

1. have the sensitive rooms (bedrooms, main internal living environments) designed and constructed of materials which will reduce the noise from the motor racing track to the inside of the home by 20 dBA. The design shall be based on all doors and windows being closed, and will require the provision of an air-conditioning and ventilation system sufficient to provide a satisfactory living environment within the building. This attenuation shall be achieved by a specific design prepared by a suitably qualified acoustic engineer or by implementing the design specified in Type B performance in the manual "Gib Noise Control Systems" March 2008 edition; and
2. be tested and certified by a suitably qualified acoustic specialist independent of the designing acoustic engineer, prior to any occupation of the dwelling, to show that the structure attenuates external noise by at least 20 dBA throughout the sensitive rooms of the dwelling.

Acknowledgement of Existing Motor Racing Activities on Adjacent Property

The owner of the Affected Lots acknowledges that motor racing activities involving the emission of noise occur on the adjacent properties owned by The Counties Racing Club Incorporated, known as the Pukekohe Grand Prix Track, described as Part Allotment 9 Parish of Pukekohe, Lot 2 DP 337347 and Lot 2 DP 100207 (CT's NA759/249, NA762/94, NA54C/889 and 153789) (Adjacent Site). The Owner of the Affected Lots shall not do or permit to be done any act, matter or thing which is intended to restrict or has the effect of restricting in any way whatsoever the operation of the existing motor racing activities on the Adjacent Site.

The Owner of the Affected Lots shall not either directly or indirectly canvass, solicit or otherwise entice any person or any other legal entity to do any act, matter or thing which is intended to restrict or has the effect of restricting in any way whatsoever the operation of the legitimate motor racing activities on the Adjacent Site.

Provided always that the activities conducted on the Adjacent Site comply with any resource consent, existing use rights, or within the provision of the Auckland Council District Plan (Franklin Section) or any similar provisions of any District Plan or Plan Change document.

Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule - Consent Form
 Land Transfer Act 1952 section 238(2)



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

Consent Notice

Page of pages

Consentor
 Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
 (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

| | |
|------------------------------------|--|
| <u>Westpac New Zealand Limited</u> | Mortgagee under Mortgage No. C347639.1 |
|------------------------------------|--|

Consent
 Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
 Delete words in [] if inconsistent with the consent.
 State full details of the matter for which consent is required.

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

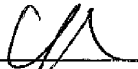

~~section~~ of the ~~Act~~

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

the Consentor hereby consents to:
The registration of a Consent Notice in favour of the Auckland Council

Dated this day of 2013

Attestation

| | |
|--|---|
|  AARON AFFLECK Signature of Consentor | Signed in my presence by the Consentor  |
| | Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Jennifer Gaye Neilson Occupation Bank Officer Address Westpac Christchurch |

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, Aaron Affleck, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Aaron Affleck

this 1 August 2013

View Instrument Details



Instrument No 9487757.3
Status Registered
Date & Time Lodged 15 August 2013 15:36
Lodged By Scott, Bryan James
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



| Affected Computer Registers | Land District |
|-----------------------------|----------------|
| NA49A/323 | North Auckland |
| NA49A/324 | North Auckland |

Annexure Schedule: Contains 5 Pages.

Signature

Signed by Bryan James Scott as Territorial Authority Representative on 15/08/2013 03:10 PM

*** End of Report ***

**CONSENT NOTICE ISSUED PURSUANT TO SECTION 221 OF THE RESOURCE
MANAGEMENT ACT 1991**

1. **AUCKLAND COUNCIL** (Council) gives notice that Franklin District Council (being the predecessor of Auckland Council pursuant to section 35 of the Local Government (Tamaki Makaurau Reorganisation) Act 2009) granted a consent (file no. S04112) under the Resource Management Act 1991 on 29 April 2010 for the subdivision of the land described in computer freehold registers NA49A/323 and NA49A/324 (North Auckland Registry).
2. The consent is subject to the conditions in the schedule which are to be complied with on a continuing basis and to the Council's satisfaction by the registered proprietors of Lots 1, 2, 3, 5 and 6 on Deposited Plan 437089 (**Affected Lots**).

Dated the

25th day of July

2013

SIGNED for and on behalf of **AUCKLAND COUNCIL**
under delegated authority:



R Gibbs – Team Leader Resource Consents (Pukekohe)

SCHEDULE
(the conditions)

Overland Flow

A 1% AEP storm overland flow path is located on the Affected Lots in line with the attached plan prepared by Birch Surveyors Limited called "*1% AEP Flood Plain & Proposed Minimum Floor Levels*", drawing no. ENG-1822-20, Rev. B, dated July 2013.

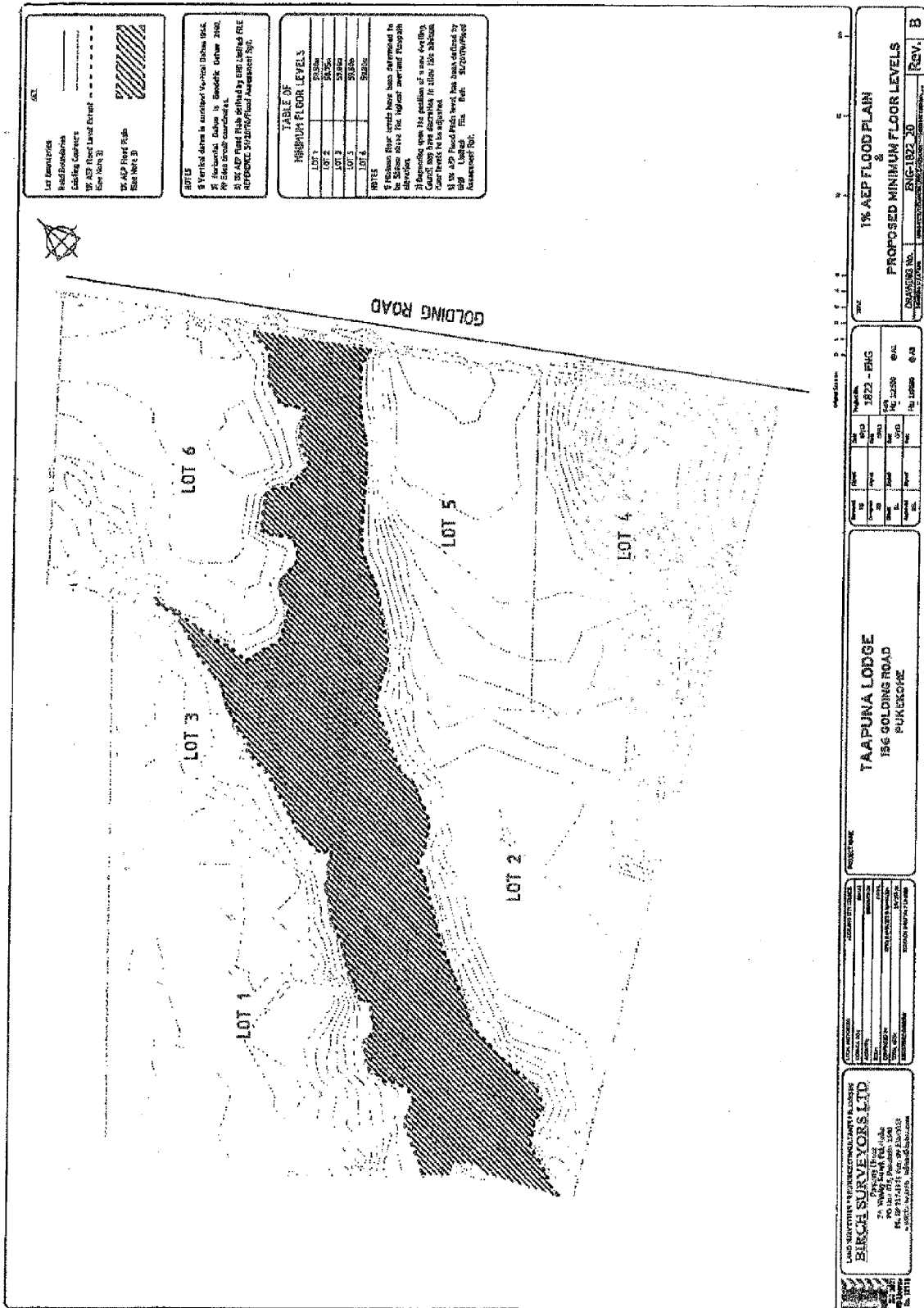
No building, fence, hedge or other like structure is to be constructed on the Affected Lots that may inhibit the flow within the overland flow path.

Minimum Floor Level

To ensure sufficient clearance from the overland flow of stormwater or for any other reason, any habitable buildings placed or constructed on the Affected Lots must have a minimum floor level of at least:

Lot 1: RL 58.50 m
Lot 2: RL 58.75 m
Lot 3: RL 59.00 m
Lot 5: RL 59.80 m
Lot 6: RL 59.80 m,

in accordance with the specifications set out on the attached plan prepared by Birch Surveyors Limited called "*1% AEP Flood Plain & Proposed Minimum Floor Levels*", drawing no. ENG-1822-20, Rev. B, dated July 2013.



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

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Consent Notice

Page of pages

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

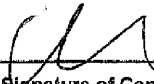
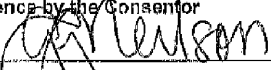
| | |
|------------------------------------|--|
| <u>Westpac New Zealand Limited</u> | Mortgagee under Mortgage No. C347639.1 |
|------------------------------------|--|

Consent
Delete Land Transfer Act 1952, if Inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~
[section] of the [Act]
[Without prejudice to the rights and powers existing under the interest of the Consentor]
the **Consentor hereby consents to:**
The registration of a Consent Notice in favour of the Auckland Council

Dated this day of 2013

Attestation

| | |
|---|---|
|  Signature of Consentor AARON AFFLECK | Signed in my presence by the Consentor  |
| | Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Jennifer Gaye Neilson Occupation Bank Officer Address Westpac Christchurch |

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.

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I, Aaron Affleck, of Christchurch in New Zealand, Bank Officer

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2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Aaron Affleck

this 1 August 2013

View Instrument Details



Instrument No 9487757.5
Status Registered
Date & Time Lodged 15 August 2013 15:36
Lodged By Scott, Bryan James
Instrument Type Easement Instrument



| Affected Computer Registers | Land District |
|-----------------------------|----------------|
| 538418 | North Auckland |
| 538419 | North Auckland |
| 538420 | North Auckland |
| 538421 | North Auckland |
| 538422 | North Auckland |
| 538423 | North Auckland |

Annexure Schedule: Contains 8 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 C347639.1 has consented to this transaction and I hold that consent

Signature

Signed by Bryan James Scott as Grantor Representative on 15/08/2013 03:14 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 Bryan James Scott as Grantee Representative on 15/08/2013 03:14 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)

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

Taapuna Lodge Limited

Grantee

Taapuna Lodge 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 & Right to Convey Electricity Telecommunications Computer Media Water | A | Lot 3 DP 437089 | Lots 1,2,4,5 & 6 DP 437089 |
| | B | Lot 5 DP 437089 | Lots 2 & 4 DP 437089 |
| Right of way for Horses & Pedestrians & Right to Convey Electricity Water | C | Lot 1 DP 437089 | Lots 2,3,4,5 & 6 DP 437089 |
| Right to Convey Water | D | | |
| Right to Convey Electricity | E | Lot 5 DP 437089 | Lots 1,2,3,4,& 6 DP 437089 |

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 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 _____~~]

N/A

Annexure Schedule

Page 3 of 6 Pages

**2009/5043EF
APPROVED
Registrar-General of Land**

Insert instrument type

| |
|--|
| |
|--|

Continue in additional Annexure Schedule, if required

Continuation of Rights and Powers

1. LIMITATION OF EASEMENT RIGHTS IN RESPECT TO RIGHT TO CONVEY WATER

- A. The easement rights hereby granted are solely for the purposes of allowing the Grantee to draw water from the bore and water pump on Lot 1; and
- B. The Grantee may exercise its rights and powers under this easement solely for the purposes of drawing water from the bore and water pump on Lot 1 for the Grantee's own use for domestic and livestock purposes only and not for irrigation.

2. RIGHT TO CONVEY WATER

The Grantor's and Grantee's rights and powers in relation to an easement of right to convey water through any pipeline laid under and through that part of the Servient Tenement granted herein shall be as set out in paragraph 3 of the Fourth Schedule to the Land Transfer Regulations 2002 but modified as follows:

- (1) Each registered proprietor of the tenements who require the water supply easement hereby created shall at the point of the boundary between the dominant and servient tenement install at their own cost and maintain the same at their own cost a water meter so as to determine the amount of water so used by each registered proprietor.
- (2) That a proper record of water usage is kept by each registered proprietor of the dominant tenements that require to use the water from the bore on Lot 1 Deposited Plan No. 437089 and by the registered proprietor for the time being of the servient land as recorded by the water meters.
- (3) The costs of electricity supply to the pump, maintenance of the pump and bore and costs of water (if any) to the registered proprietor of Lot 1 DP 437089 shall be borne by each of the registered proprietors of the dominant and servient tenements who use the water supply on a pro rata basis based on their usage recorded by the water meters.
- (4) The costs of replacement of the pump, the electricity conduits or any costs for replacement of any parts required for the water supply shall be borne by each dominant and servient tenements in proportion to the usage of water as recorded by the water meters in the period of 12 months prior to the time of such replacement.
- (5) If the payment of any amounts due and payable due in accordance with the easements created are not paid to the registered proprietor of Lot 1 DP 437089 within twenty one (21) days of the written demand having been made and served on the respective registered proprietors who require the water supply easements created hereby then the registered proprietor of Lot 1 DP 437089 shall be entitled to disconnect the water supply to the defaulting registered proprietor until such payment is made and upon payment so made by the defaulting registered proprietor the registered proprietor of Lot 1 DP 437089 shall immediately reconnect the water supply that has been so disconnected for non-payment.
- (6) The water shall only be used for the purposes of domestic use and stock and stock watering but not for irrigation and that the registered proprietor of Lot 1 DP 437089 does not guarantee that the source of supply shall continue nor the quality of the water available from the bore and its fitness for any purpose.
- (7) That each respective registered proprietor for the time being of the dominant lands shall maintain the pipeline on their respective lands in a good and water tight condition.

Annexure Schedule

Page 4 of 6 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

Continuation of Rights and Powers

3. RIGHT OF WAY ON DP 437089

The Grantor's and Grantee's rights and powers in relation the right of way marked "C" on DP 437089 shall be as set out in paragraph 1 in Schedule 4 to the Land Transfer Regulations 2002 but modified as follows:

- (a) The right of way shall be limited to the use for horses whether walking, driven by sulky or cart or ridden and shall include the transport of horses and vehicles providing services for horses stabled on Lot 1 but only to and from the stables and barns on Lot 1, DP437089, and the right of way shall also be available for pedestrian use.

TOGETHER WITH, IN RESPECT OF ALL OF THE EASEMENTS, the interpretation provisions and the rights and powers as set out in paragraphs 1, 2, 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002 **SAVE THAT:**

- (a) Any maintenance, repair or replacement of any easement facility set out herein that is necessary because of any omission by any user (being either or all the owners of the dominant and servient tenement) of the easement facility (which includes any of their agents, employees, contractors, subcontractors or invitees of the user) ("Responsible Party") must be carried out promptly by the Responsible Party at the sole cost of the Responsible Party or in such proportion as relates to the act or omission, failing which the party who is not the Responsible Party may unilaterally carry out such maintenance, repair or replacement at the sole cost of the Responsible Party.
- (b) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the modifications and additions in this Easement Instrument, the modifications and additions herein shall prevail.
- (c) "Dominant tenement" and "Dominant land" shall each have the same meaning.
- (d) "Servient tenement" and "Servient land" shall each have the same meaning.
- (e) Words importing the singular number include the plural number and vice versa.
- (f) An obligation of two or more parties shall bind them jointly and severally.
- (g) An obligation incurred in favour of two or more parties may be enforced by either of them jointly or severally.
- (h) A reference to a statute includes all regulations under and amendments to that statute and any statute passed in substitution or that statute or incorporating any of its provisions to the extent that they are incorporated.
- (i) Paragraph and clause headings are for reference purposes only.

AND PROVIDED FURTHER IN RESPECT OF THE EASEMENT THE FOLLOWING ADDITIONAL TERMS, COVENANTS AND CONDITIONS SHALL APPLY:

Duration

1. Each grant shall be for all time from the date such easements are created unless specifically provided otherwise for any such easement; and

Annexure Schedule

Page 5 of 6 Pages

| |
|---|
| <p>2009/5043EF APPROVED Registrar-General of Land</p> |
|---|

Insert instrument type

| |
|--|
| |
|--|

Continue in additional Annexure Schedule, if required

Continuation of Rights and Powers

No Implied Right Of Termination

2. No power is implied in respect to any easement for the Grantor to determine the easement for breach of any of the terms, covenants and conditions applicable to any easement (whether expressed or implied) or for any other cause; and

Grantor No Interfere Or Restrict Rights of Grantee

3. The Grantor for the time being shall not do any act or place or allow to be placed on the easement area any building, fences, constructions, shrubs, trees or other plants or growth whatsoever which impedes, interferes with or restricts the rights of the Grantee for the time being and other authorised persons in relation to any easement.

Dispute Resolution

4. If any dispute in relation to any easement arises between parties who have a registered interest under the easement, -

- (1) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (2) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (3) If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) then the dispute must be submitted at the request of either party to arbitration under the Arbitration Act 1996 on the following terms:
 1. The arbitrator is to be jointly agreed upon by the parties;
 2. If the parties fail to agree upon an arbitrator within 7 days of the issue being requested to be submitted to arbitration any party may require the President or other chief presiding officer of the New Zealand Law Society or its successor to nominate an arbitrator and that nomination will then bind the parties;
 3. The reference shall be a reference to a single arbitrator;
 4. The arbitrator's decision shall be final and binding and may include:
 1. An order for costs; and/or
 2. An order for enforcement; and/or
 3. Interest on moneys payable.

Location of Easement Facilities

5. All easement facilities in respect of the easements described herein shall be placed under and within the ground comprising the stipulated course and or stipulated area.

Annexure Schedule

Page 6 of 6 Pages

**2009/5043EF
APPROVED
Registrar-General of Land**

Insert instrument type

[Empty box for instrument type]

Continue in additional Annexure Schedule, if required

Continuation of Rights and Powers

The same rights and powers as set out in paragraph 6 of the Fourth Schedule to the Land Transfer Regulations 2002 and Fifth Schedule to the Property Law Act 2007 TOGETHER WITH the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002 SAVE THAT where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail.

Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule - Consent Form
 Land Transfer Act 1952 section 238(2)



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

Easement Instrument

Page of pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

| | |
|------------------------------------|--|
| <u>Westpac New Zealand Limited</u> | Mortgagee under Mortgage No. C347639.1 |
|------------------------------------|--|

Consent

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

Delete words in [] if inconsistent with the consent.

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

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

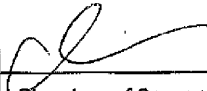
~~section~~ of the ~~Act~~

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

the Consentor hereby consents to:
The registration of all New Easements as defined in the Memorandum of Easements on Deposited Plan 437089

Dated this day of 2013

Attestation

| | |
|--|---|
|  AARON AFFLECK Signature of Consentor | Signed in my presence by the Consentor |
| | Signature of Witness |
| | Witness to complete in BLOCK letters (unless legibly printed) |
| | Witness name Jennifer Gaye Neilson |
| | Occupation Westpac |
| Address Christchurch | |

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

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2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Aaron Affleck

this 1 August 2013

View Instrument Details



Instrument No 9487757.6
Status Registered
Date & Time Lodged 15 August 2013 15:36
Lodged By Scott, Bryan James
Instrument Type Easement Instrument



| Affected Computer Registers | Land District |
|-----------------------------|----------------|
| 538419 | North Auckland |
| 538420 | North Auckland |
| 538421 | North Auckland |
| 538422 | North Auckland |
| 538423 | North Auckland |

Annexure Schedule: Contains 7 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 C347639.1 has consented to this transaction and I hold that consent

Signature

Signed by Bryan James Scott as Grantor Representative on 15/08/2013 03:32 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
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- 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 Bryan James Scott as Grantee Representative on 15/08/2013 03:33 PM

*** End of Report ***

Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Easement Instrument

Page of pages

Consentor
 Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
 (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

| | |
|------------------------------------|---|
| Westpac New Zealand Limited | Mortgagee under Mortgage No. C347639.1 |
|------------------------------------|---|

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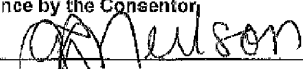
~~Section~~ of the ~~Act~~

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

the **Consentor hereby consents to:**
The registration of Easement Instrument to register Land Covenants

Dated this day of 2013

Attestation

| | |
|---|---|
|  AARON AFFLECK Signature of Consentor | Signed in my presence by the Consentor  |
| | Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Jennifer Gaye Neilson Occupation Bank Officer Address Westpac Christchurch |

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Signed at Christchurch



Aaron Affleck

this 1 August 2013

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

2009/6229EF
 APPROVED
 Registrar-General of Land

Grantor

Taapuna Lodge Limited

Grantee

Taapuna Lodge 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 Covenants | 437089 | Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 | Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 |

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 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 1~~]

Annexure Schedule

Page 3 of 5 Pages

| |
|--|
| 2009/5043EF APPROVED Registrar-General of Land |
|--|

Insert instrument type

Continue in additional Annexure Schedule, if required

Covenant Provisions

Background

- A. The Grantor is registered as proprietor of the servient tenement.
- B. The Grantee is registered as proprietor of the dominant tenement.
- C. The Grantor and Grantee agree that the servient tenement will be subject to the covenants set out in this instrument in favour of the dominant tenement to ensure the Lots are developed in a harmonious manner to conserve the character value and amenity value of the dominant and servient tenement.

Operative Part

2. **Definitions**

- 2.1 Defined terms. Unless the context specifies or requires otherwise:-

"Building" means any structure on the land other than:-

- 1. A fence or wall.
- 2. Any other structure less than 5m² in area and less than one meter in height.

"Dominant Tenement" means the land described in Schedule A as the dominant tenement which has the benefit of the covenant.

"Instrument" shall mean the front page of this instrument and all its annexure schedules.

"Lots" means any and or all of the servient tenements.

"Lot Owner" shall mean the registered proprietor of the servient tenement and any tenant, lessee, licensee, visitor or invitee of a Lot owner.

"Registered Proprietor" includes any registered proprietor of a Lot or any tenant, licensee, visitor or invitee of a Registered Proprietor and any other occupier of a Lot. Joint Registered Proprietors of a Lot shall be deemed to be one Registered Proprietor.

"Servient Tenement" means the land described in Schedule A which is to have the burden of the covenant.

For the avoidance of doubt:-

- 1. Words importing the singular number include the plural and vice versa.
- 2. A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done.
- 3. This instrument binds and benefits the parties and their executors, successors and assigns in perpetuity and also any lessee or occupier of the servient tenement and the dominant tenement.

3. **Covenants**

- 3.1 The Covenantor covenants and agrees as set out below.

Annexure Schedule

Page 4 of 5 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

Covenant Provisions

4. The Lot owner shall:-

- (a) Not erect or place on the property or allow to be erected, constructed or placed on the servient tenement any dwelling house which is not a new residential dwelling house and will have a minimum ground floor area of 150 m2 (including any attached garage but excluding carports and decking) or erect or place on the property or allow to be erected, constructed or placed on the servient tenement any shed, ancillary building or similar type structure that is not new.
- (b) Not permit or suffer the land to be occupied or used as a residence whether by the erection of temporary structures or tents or the placing thereon of vehicles used for human habitation and to use the buildings as a residence only after a building has been substantially completed in accordance with the terms of these covenants and requirements of the Local Authority.
- (c) Not permit or cause any rubbish or wrecks to accumulate or be placed upon the property and not to permit any excessive growth of weeds or grass so that the same becomes long or unsightly.
- (d) Not permit or arrange any advertisement, sign or hoarding of a commercial nature to be erected on any part of the said land or building without prior consent in writing of the Grantee.
- (e) Not to permit the construction of the exterior of any dwelling house on the land to take more than a period of twelve (12) months from the commencement of the said dwelling house.
- (f) Not erect or permit to be erected any outbuilding or garage without the same being or similar of harmonious design with the house.
- (g) Not to permit or suffer the erection of any temporary building or structure upon the servient lots except a building or structure which will be used in conjunction with the construction of a permanent building and which will be removed from the lot upon the completion of that work.
- (h) Not erect or place on the property or allow to be erected, constructed or placed on the servient tenement any garages, sheds, stables or other commercial buildings unless same are constructed of new materials.
- (i) Not to permit the construction of the exterior of any garages, sheds, stables or other commercial buildings on the land to take more than a period of twelve (12) months from the commencement of the said building.
- (j) Not to keep on the property pigs, more than 12 domestic hens or use the property for animal boarding kennels or catteries.
- (k) Not to grow or permit to be grown any noxious plants within the meaning of the Biosecurity Act 1993 and to eradicate in particular wild ginger, wooly nightshade, tree privet, Chinese privet, climbing asparagus, moth plan, barberry, box thorn and Japanese honeysuckle and any other trees or plants which may from time to time not be native, be invasive and undesirable.
- (l) Not to erect or permit to be erected on the land any fence or boundary wall of any material containing cement board, sheets or panels unless plastered, nor any metal fencing unless it is formed Coloursteel paneling.

Annexure Schedule

Page 5 of 5 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

| |
|--|
| |
|--|

Continue in additional Annexure Schedule, if required

Covenant Provisions

- (m) To reinstate, replace or be responsible for all costs arising from the damage to the landscape, roading, footpaths, curves, concrete or other structures in the subdivision arising from the Grantee's use of the land directly or indirectly through the Grantee's agents or invitees or contractors.
- (n) Not to erect any boundary fencing unless the same is comprised of new post and rail fencing, or any fence constructed in terms of the Rural Fencing Provisions in the Fencing Act 1978 such fencing to be constructed in a good and tradesmanlike manner.
- (o) Not to erect or have any greenhouse, glasshouse, plastic house or shadehouse exceeding 12 square metres.

5. Performance

5.1 The Lot Owner covenants and agrees:-

1. To observe and perform all the covenants contained in this instrument at all times; and
2. That the covenants contained in this instrument shall run with and bind the Lot for the benefit of the dominant tenements.
3. Acknowledging that the value of all the sections in the subdivision will be affected by any registered proprietor's failure to observe the restrictive covenants set out herein, the Grantor hereby covenants for himself, his executors, administrators and assigns, that if he should fail to observe, perform and keep any of the said restrictive covenants then without prejudice to any other rights or remedies of the Grantee or other registered proprietors against the Grantor, the Grantor shall agree to attempt to negotiate a settlement with the registered proprietors of the other Lots that are affected by the Grantor's failure and if agreement cannot be reached then the Grantor and the said registered proprietors shall refer the matter to arbitration as provided in the Arbitration Act 1996.

6. Severability

- 6.1 If any of the provisions of this instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this instrument.

The Grantor and the Grantee agree that the within Covenants shall lapse on the 1st of September 2023.

SCHEDULE A

Dominant Tenement is Lots 2 to 6 inclusive, DP Certificate of Title

Servient Tenement is Lots 2 to 6 inclusive, DP Certificate of Title

Bjs:gen:2284B.doc



View Instrument Details

Instrument No 9513446.1
Status Registered
Date & Time Lodged 16 September 2013 11:13
Lodged By Scott, Bryan James
Instrument Type Variation of Easement



| Affected Computer Registers | Land District |
|-----------------------------|----------------|
| 538419 | North Auckland |
| 538420 | North Auckland |
| 538421 | North Auckland |
| 538422 | North Auckland |
| 538423 | North Auckland |

Affected Instrument Easement Instrument 9487757.6

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 territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority
- I certify that the Mortgagee under Mortgage C347639.1 has consented to this transaction and I hold that consent

Signature

Signed by Bryan James Scott as Grantor Representative on 14/09/2013 11:58 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 Bryan James Scott as Grantee Representative on 14/09/2013 11:58 AM

*** End of Report ***

Easement variation instrument to vary easement or *profit à prendre* or land covenant
(Sections 90C and 90F Land Transfer Act 1952)

| |
|--|
| 2009/6231EF APPROVED Registrar-General of Land |
|--|

Grantor

| |
|-----------------------|
| Taapuna Lodge Limited |
|-----------------------|

Grantee

| |
|-----------------------|
| Taapuna Lodge Limited |
|-----------------------|

Variation of Easement, *profit à prendre* or Covenant

| |
|--|
| The terms, covenants or conditions contained in the easement(s), <i>profit(s) à prendre</i> , or covenant(s) set out in Schedule A are hereby varied, negatived or added to, as set out in Schedule B. |
|--|

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

| Purpose of Easement, <i>Profit</i> or Covenant | Creating Instrument number | Servient Tenement (Computer Register) | Dominant Tenement (Computer Register) or in gross |
|---|----------------------------|---|---|
| Covenant Expiry date to be changed as set out in Schedule B | 9487757.6 | Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 | Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 |

Schedule B*Continue in Annexure Schedule, if required*

| |
|--|
| Delete the words after Clause 6.1 which read |
|--|

| |
|---|
| " The Grantor and the Grantee agree that the within Covenants shall lapse on the 1st of September 2023. |
|---|

| |
|---------------------------------|
| And replace with the following: |
|---------------------------------|

| |
|---|
| The Grantor and the Grantee agree that the within Covenants shall lapse on the 1st of September 2018. |
|---|

Approved by Registrar-General of Land under No. 2003/6160
Annexure Schedule - Consent Form
 Land Transfer Act 1962 section 238(2)



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

Easement Variation Instrument

Page of pages

Consentor
 Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
 (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

| | |
|-----------------------------|-----------|
| Westpac New Zealand Limited | C347639.1 |
|-----------------------------|-----------|

Consent
 Delete Land Transfer Act 1962, if inapplicable, and insert name and date of application Act.
 Delete words in [] if inconsistent with the consent.
 State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1962]

~~[section~~ of the ~~Act~~

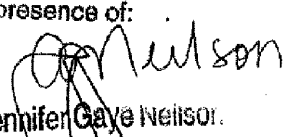
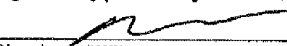
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

Registration of Easement Variation Instrument to vary Land Covenants

Dated this 13th day of September 2013

Attestation

| | |
|--|--|
| Signed by Westpac New Zealand Ltd By its Attorney/s: in the presence of:  Jennifer Gaye Neilson. | Signed in my presence by the Consentor  |
| | Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Emma Pearce Occupation BANK OFFICER Address WESTPAC CHRISTCHURCH |
| Signature of Consentor | |

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 1962, or other enactments, under which no form is prescribed.

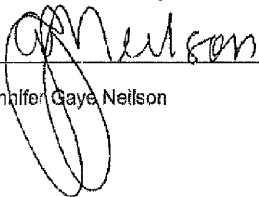
CERTIFICATE OF NON-REVOCAION OF POWER OF ATTORNEY

I, Jennifer Gaye Neilson, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT at the date** of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Jennifer Gaye Neilson

this 13 September 2013

View Instrument Details



Instrument No 10861270.1
Status Registered
Date & Time Lodged 01 September 2017 11:07
Lodged By Wilson, Linda Julie
Instrument Type Partial Surrender of Easement



| Affected Computer Registers | Land District |
|-----------------------------|----------------|
| 538418 | North Auckland |
| 538420 | North Auckland |
| 538421 | North Auckland |
| 538422 | North Auckland |

Affected Instrument Easement Instrument 9487757.5

Annexure Schedule: Contains 1 Page.

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 Pearl Janet Butler as Grantor Representative on 14/09/2017 06:29 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
- I certify that the territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority
- I certify that the Mortgagee under Mortgage 9542379.3 has consented to this transaction and I hold that consent

Signature

Signed by Linda Julie Wilson as Grantee Representative on 14/09/2017 01:24 PM

*** End of Report ***

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

2015/6248
APPROVED
Registrar-General of Land

Page of pages

Grantor

JF & SL Street Limited

Grantee

Selina Lily DEADMAN

Partial 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, hereby partially surrenders to the Grantor the easement(s), *profit(s) à prendre* or covenant(s) set out in Schedule A and the Grantor accepts the partial surrender of those easement(s), *profit(s) à prendre* or covenant(s)

Schedule A

Continue in additional Annexure Schedule, if required

| Purpose of Easement; <i>Profit</i> or Covenant | Creating Instrument number | Servient Tenement (Computer Register) | Dominant Tenement (Computer Register) or in gross |
|---|-------------------------------|--|--|
| Right of Way & Right to Convey Electricity Telecommunications Computer Media Water | 9487757.5 | 538420 | 538421 |
| | | 538422 | 538421 |
| Right of way for Horses & Pedestrians & Right to Convey Electricity Water | 9487757.5 | 538418 | 538421 |
| Right to Convey Water | 9487757.5 | 538418 | 538421 |
| Right to Convey Electricity | 9487757.5 | 538422 | 538421 |



View Instrument Details

| | |
|-------------------------------|---|
| Instrument Type | Caveat against dealings with land under s137 Land Transfer Act 1952 |
| Instrument No | 10896666.1 |
| Status | Registered |
| Date & Time Lodged | 05 September 2017 16:12 |
| Lodged By | Chan, Fui Loong |

| Affected Computer Registers | Land District |
|------------------------------------|----------------------|
| 538418 | North Auckland |
| 538419 | North Auckland |
| 538420 | North Auckland |
| 538422 | North Auckland |

Registered Proprietor

JF & SL Street Limited

Caveator

Grande Meadow Developments Limited

Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 23 May 2017 between the caveator as purchaser and JF & SL Street Limited as vendor

Notice

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

Address for Service of Caveator

Grande Meadow Developments Limited
C/- Loo & Koo
PO BOX 99687
Newmarket
New Zealand
1149

Address for Registered Proprietor

JF & SL Street Limited
C/- Gellert Ivanson
PO BOX 25239
St Heliers
New Zealand
1740



View Instrument Details

Caveator Certifications

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

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

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

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 Fui Loong Chan as Caveator Representative on 05/09/2017 04:11 PM

*** End of Report ***

View Instrument Details



Instrument No 10916068.1
Status Registered
Date & Time Lodged 02 October 2017 17:32
Lodged By Muirhead, Sarah Jane
Instrument Type Variation of Easement



| Affected Computer Registers | Land District |
|-----------------------------|----------------|
| 538418 | North Auckland |
| 538420 | North Auckland |
| 538422 | North Auckland |
| 538423 | North Auckland |

Affected Instrument Easement Instrument 9487757.5

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority
- I certify that the Caveator under Caveat 10896666.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent

Signature

Signed by Pearl Janet Butler as Grantor Representative on 02/10/2017 12:56 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 Keith Jack Harvey Wong as Grantee Representative on 02/10/2017 04:56 PM

*** End of Report ***

Easement variation instrument to vary easement or *profit à prendre* or land covenant
(Sections 90C and 90F Land Transfer Act 1952)

| |
|---|
| 2009/6231EF APPROVED Registrar-General of Land |
|---|

Grantor

| |
|-----------------------------------|
| JF & SL Street Limited |
|-----------------------------------|

Grantee

| |
|-----------------------------|
| YLH Holdings Limited |
|-----------------------------|

Variation of Easement, *profit à prendre* or Covenant

| |
|--|
| The terms, covenants or conditions contained in the easement(s), <i>profit(s) à prendre</i> , or covenant(s) set out in Schedule A are hereby varied, negatived or added to, as set out in Schedule B. |
|--|

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

| Purpose of Easement; <i>Profit</i> or Covenant | Creating Instrument number | Servient Tenement (Computer Register) | Dominant Tenement (Computer Register) or in gross |
|---|----------------------------|---------------------------------------|---|
| Right of way & right to convey electricity telecommunications, computer media, water | 9487757.5 | 538420 | 538423 |
| Right of way for horses & pedestrians & right to convey electricity, water Right to convey water | 9487757.5 | 538418 | 538423 |
| Right to convey electricity | 9487757.5 | 538422 | 538423 |

Schedule B*Continue in Annexure Schedule, if required*

| |
|------------------------------|
| See Annexure Schedule |
|------------------------------|

Annexure Schedule

Page 2 of 2 Pages

| |
|---|
| 2009/5043EF APPROVED Registrar-General of Land |
|---|

Insert instrument type

| |
|--|
| |
|--|

Continue in additional Annexure Schedule, if required

1. **Definitions**

“**First Land**” means Title Identifier 538423.

“**Second Land**” means Title Identifiers 538418, 538420 and 538422.
2. The Grantee shall surrender the Easements as follows:
 - (a) In respect of Area A DP 437089 ("Area A") upon the following taking place:
 - (i) Area A vesting as a public road in favour of Auckland Council/Auckland Transport (or the relevant transport authority at the time of vesting) or an alternative access to the First Land suitable to the Grantee at the sole discretion of the Grantee; and
 - (ii) A utility provider providing electricity (such as Counties Power or similar) and telecommunications and computer media (such as Spark, Vodafone or similar) to a connection on the southeast boundary of the First Land; and
 - (iii) Public utility reticulation (such as Watercare or Auckland Council or similar) or the Grantor or its executors, successors or assigns in title providing potable water to be supplied to a connection on the southeast boundary of the First Land.
 - (b) In respect of Area C on DP 437089 upon potable water being supplied to a connection on the southeast boundary of the First Land by public utility reticulation (as defined above) or by the Grantor or its executors, successors or assigns in title.
 - (c) In respect of Area D on DP 437089 upon potable water being supplied to a connection on the southeast boundary of the First Land by public utility reticulation (as defined above) or by the Grantor or its executors, successors or assigns in title.
 - (d) In respect of Area E on DP 437089 upon electricity being supplied to a connection on the southeast boundary of the First Land by public utility reticulation (such as Counties Power or similar).
3. If the Grantor or its executors, successors or assigns in title provides utilities such as water or electricity to the First Land's boundaries by a water scheme or private electricity provider then the pricing of such supply must be on commercially competitive terms.
4. The Grantee is to have no liability as to the construction, repair and maintenance of the right of way in Area A unless damage to the right of way is as a consequence of any act or omission of the Grantee or its invitees, executors, successors or assigns in title.
5. The Grantor or its executors, successors or assigns in title shall meet all costs of the preparation, review and registration of the surrender of the Easements.



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




R.W. Muir
Registrar-General
of Land

Identifier **538418**
Land Registration District **North Auckland**
Date Issued 15 August 2013

Prior References

NA49A/323 NA49A/324

Estate Fee Simple
Area 7.9905 hectares more or less
Legal Description Lot 1 Deposited Plan 437089

Registered Owners

JF & SL Street Limited

Interests

9487757.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.8.2013 at 3:36 pm

9487757.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.8.2013 at 3:36 pm

Subject to a right of way for horses and pedestrians and a right to convey electricity and water over part marked C and a right to convey water over part marked D, both on DP 437089 created by Easement Instrument 9487757.5 - 15.8.2013 at 3:36 pm

Appurtenant hereto is a right of way and a right to convey electricity, telecommunications, computer media and water created by Easement Instrument 9487757.5 - 15.8.2013 at 3:36 pm

The easements created by Easement Instrument 9487757.5 are subject to Section 243 (a) Resource Management Act 1991

10861270.1 Surrender of the right of way for horses & pedestrians, right to convey electricity and water over part marked C on DP 437089, right to convey water over part marked D on DP 437089 created by Easement Instrument 9487757.5 as appurtenant to Lot 4 DP 437089 - 1.9.2017 at 11:07 am

10896666.1 CAVEAT BY GRANDE MEADOW DEVELOPMENTS LIMITED - 5.9.2017 at 4:12 pm

10916068.1 Variation of the conditions of the easement specified created by Easement Instrument 9487757.5 - 2.10.2017 at 5:32 pm



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




R.W. Muir
Registrar-General
of Land

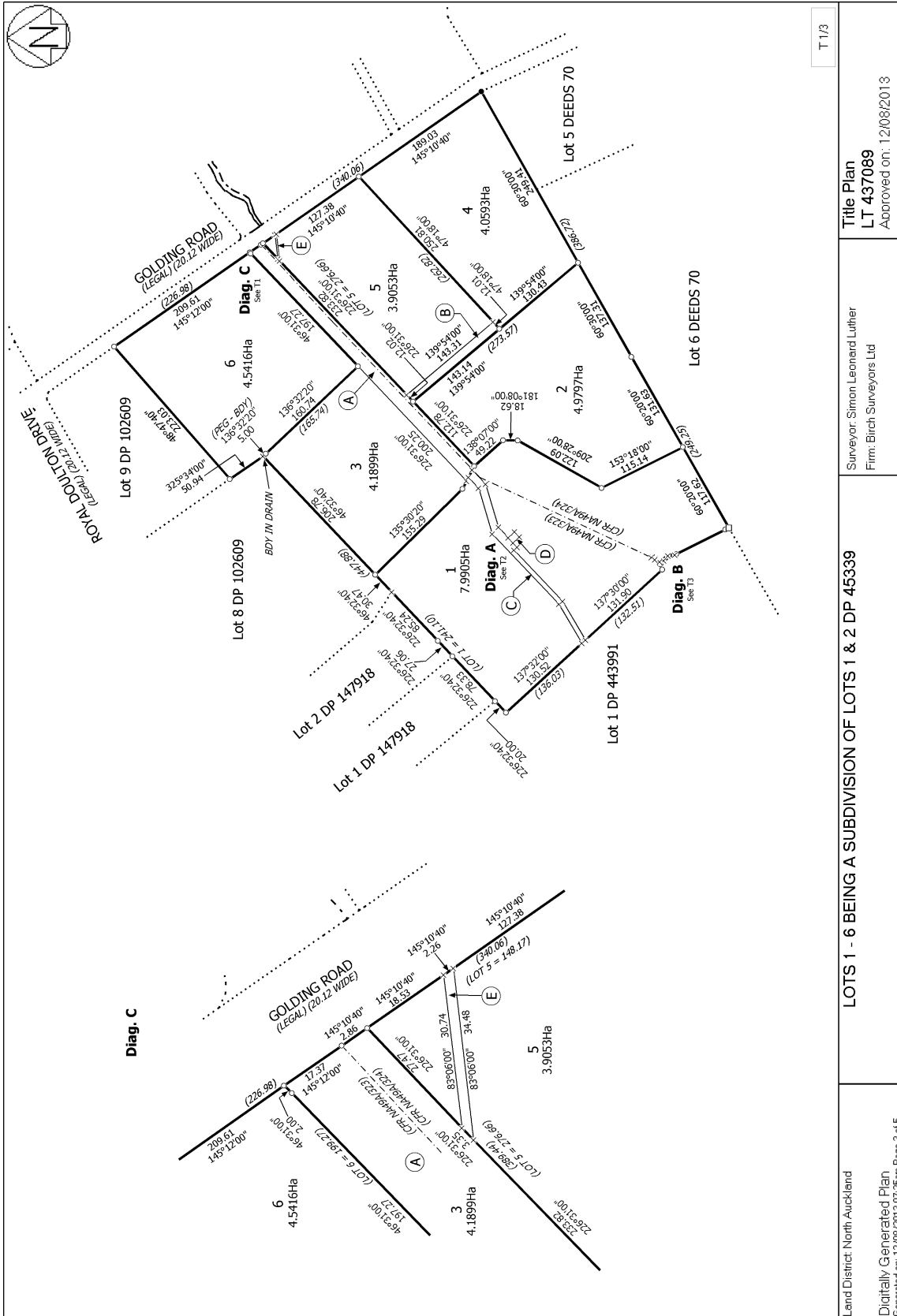
Identifier **538419**
Land Registration District **North Auckland**
Date Issued 15 August 2013

Prior References
NA49A/324

Estate Fee Simple
Area 4.9797 hectares more or less
Legal Description Lot 2 Deposited Plan 437089
Registered Owners
Golding Meadow Developments Limited

Interests

9487757.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.8.2013 at 3:36 pm
9487757.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.8.2013 at 3:36 pm
Appurtenant hereto is a right of way, a right of way for horses and pedestrians and a right to convey electricity, telecommunications, computer media and water created by Easement Instrument 9487757.5 - 15.8.2013 at 3:36 pm
The easements created by Easement Instrument 9487757.5 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 9487757.6 - 15.8.2013 at 3:36 pm (Limited as to duration)
9513446.1 Variation of the conditions of the Land Covenant created by Easement Instrument 9487757.6 - 16.9.2013 at 11:13 am
11438542.1 Mortgage to (now) First Mortgage Custodians Limited - 23.5.2019 at 2:21 pm



T 1/3

Title Plan
LT 437089
 Approved on: 12/08/2013

Surveyor: Simon Leonard Luther
 Firm: Birch Surveyors Ltd

LOTS 1 - 6 BEING A SUBDIVISION OF LOTS 1 & 2 DP 45339

Land District: North Auckland
 Digitally Generated Plan
 Generated on: 12/08/2013 07:25am Page 5 of 5



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




R.W. Muir
Registrar-General
of Land

Identifier **538423**
Land Registration District **North Auckland**
Date Issued 15 August 2013

Prior References
NA49A/323

Estate Fee Simple
Area 4.5416 hectares more or less
Legal Description Lot 6 Deposited Plan 437089
Registered Owners
YLH Holdings Limited

Interests

9487757.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.8.2013 at 3:36 pm
9487757.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.8.2013 at 3:36 pm
Appurtenant hereto is a right of way, a right of way for horses and pedestrians and a right to convey electricity, telecommunications, computer media and water created by Easement Instrument 9487757.5 - 15.8.2013 at 3:36 pm
The easements created by Easement Instrument 9487757.5 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 9487757.6 - 15.8.2013 at 3:36 pm (Limited as to duration)
9513446.1 Variation of the conditions of the Land Covenant created by Easement Instrument 9487757.6 - 16.9.2013 at 11:13 am
10916068.1 Variation of the conditions of the easement specified created by Easement Instrument 9487757.5 - 2.10.2017 at 5:32 pm



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




R.W. Muir
Registrar-General
of Land

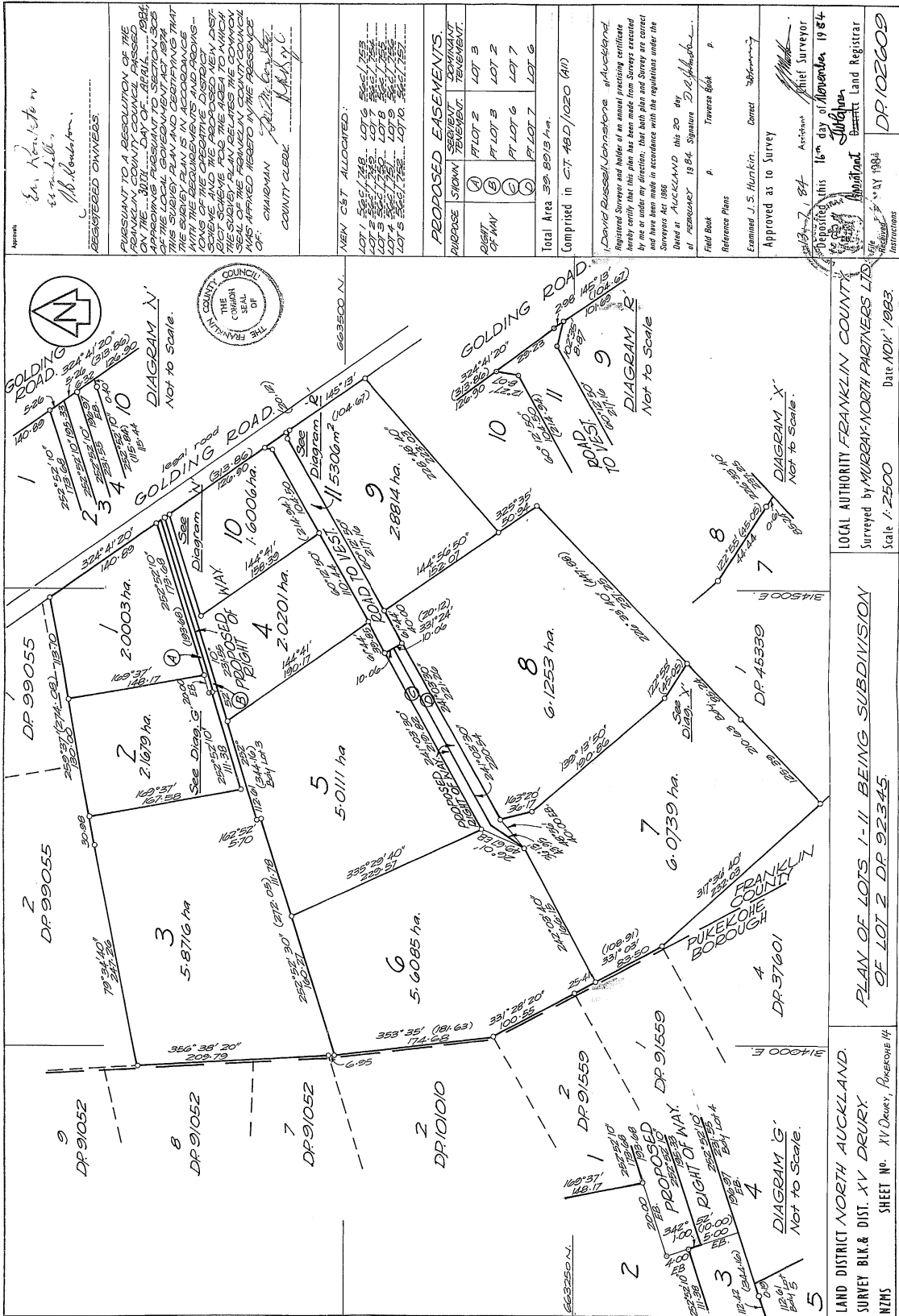
Identifier **NA56C/756**
Land Registration District **North Auckland**
Date Issued 16 November 1984

Prior References
NA48D/1020

Estate Fee Simple
Area 2.8814 hectares more or less
Legal Description Lot 9 Deposited Plan 102609

Registered Owners
Chak Cheng Michael Fu

Interests
D685181.2 Mortgage to ASB Bank Limited - 1.3.2002 at 9.00 am

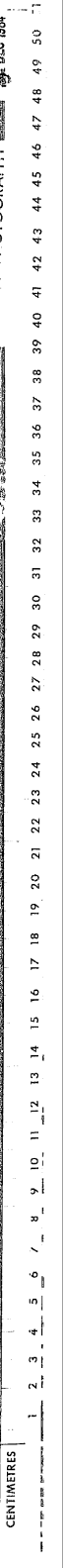


LAND DISTRICT NORTH AUCKLAND.
 SURVEY BLK. & DIST. XV DRURY.
 SHEET No. XV Drury, Register # [Number]

LOCAL AUTHORITY FRANKLIN COUNTY
 Surveyed by MURRAY-NORTH PARTNERS LTD.
 Scale 1:2500 Date NOV 1983.

W. H. HANCOCK, Surveyor-General, Department of Lands and Survey, Wellington.

Printed by Billing Ingham Ltd., Auckland, New Zealand.





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




R.W. Muir
Registrar-General
of Land

Identifier **NA56C/755**
Land Registration District **North Auckland**
Date Issued 16 November 1984

Prior References
NA48D/1020

Estate Fee Simple
Area 6.1253 hectares more or less
Legal Description Lot 8 Deposited Plan 102609

Registered Owners
Shen & Zheng Investments Limited

Interests
10823278.4 Mortgage to Westpac New Zealand Limited - 20.6.2017 at 1:37 pm



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




R.W. Muir
Registrar-General
of Land

Identifier **NA88A/334**
Land Registration District **North Auckland**
Date Issued 24 December 1991

Prior References
NA76D/231

Estate Fee Simple
Area 2.7704 hectares more or less
Legal Description Lot 2 Deposited Plan 147918
Registered Owners
Shen Development Limited

Interests

Subject to an electricity right (in gross) over parts marked A and O on DP 147918 in favour of the Franklin Electric Power Board created by Transfer B494018.1

Appurtenant hereto are rights of way specified in Easement Certificate B350864.6

Subject to a right of way over parts marked A and O on DP 147918 specified in Easement Certificate B350864.6

Subject to a water supply right (in gross) over part marked O on DP 147918 in favour of the Goulding Road Water Company Limited created by Transfer B403763.1

Appurtenant hereto are rights of way and power, water, telephone and stormwater drainage rights specified in Easement Certificate C078409.6

Subject to a right of way and to power, water and telephone rights over parts marked A, D and O on DP 147918 specified in Easement Certificate C078409.6

The easements specified in Easement Certificate C078409.6 are subject to Section 309 (1) (a) Local Government Act 1974

Appurtenant hereto is a right of way and water supply, telephone services and power rights created by Transfer C337115A.2 - 24.12.1991 at 11.41 am

Subject to a right of way and to power, water and telephone rights over part marked Y on DP 147918 specified in Easement Certificate C337115A.6 - 24.12.1991 at 11.41 am

Appurtenant hereto is a stormwater drainage right specified in Easement Certificate C337115A.6 - 24.12.1991 at 11.41 am

The easements specified in Easement Certificate C337115A.6 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to a right of way and a right to convey water and to telephone services and electric power rights over parts marked A, D and O on Plan 131043 created by Transfer C478019.3

10862828.3 Mortgage to Westpac New Zealand Limited - 8.8.2017 at 11:28 am

B403763-1 TE

Approved by the Registrar-General of Land, Wellington, No. 367635.80
Approved by the District Land Registrar, North Auckland, No. 4363/80

10
0161.85 382225 DTY 1000 110.00
NEW ZEALAND STAMP DUTY AKS

Under the Land Transfer Act 1952

Memorandum of Transfer

WHEREAS

1. EUNICE MAY ROULSTON Widow, JAMES BIRCH ROULSTON Contractor and
ELIZABETH ANNE NICHOLLS married woman all of Pukekohe (hereinafter
called "the transferors")

are being registered as proprietor

in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten
or endorsed hereon in those pieces of land situated in the Land District of North Auckland
containing 28.3537 hectares

and 10,

more or less being Lots 2, 3, 4/ 5, 6 and 7 on Deposited Plan 102609 and being
all the land comprised in Certificates of Title Volume 56C Folio 749,
Volume 56C Folio 750, Volume 56A Folio 807 Volume 56C Folio 752,
Volume 56C Folio 753, Folio 56C Volume 754 being SUBJECT TO mortgage
number B.285037.1 to Yates Finance Limited hereafter called "the
servient tenement"

2. THE GOLDING ROAD WATER COMPANY LIMITED a duly incorporated company
having its registered office at Pukekohe (hereinafter called "the transferee")
is a company formed for the control of the distribution of water from
the artesian bore situated at the point marked "Easement" on the annexed
plan

y

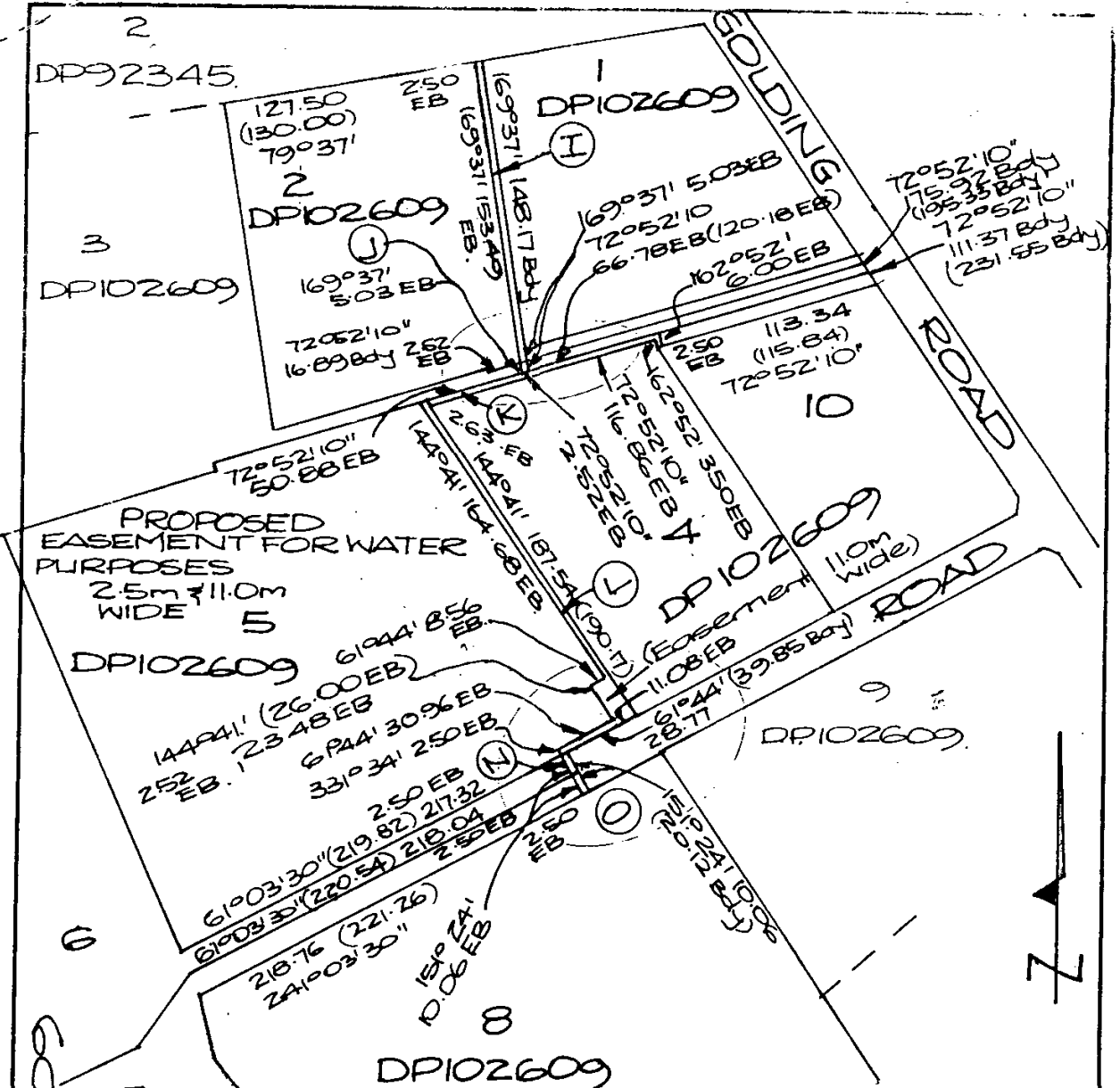
IN CONSIDERATION OF THE PREMISES the transferor HEREBY TRANSFERS
AND GRANTSS to the transferee full free and uninterrupted right liberty
and privilege as an easement in gross to:

1. TO convey water in the approved quantities (except during any periods of necessary cleaning and repairing) from the artesian bore on the servient tenement at the point of intake shown on the plan annexed hereto marked "Easement" through the pipe lines to be laid under the surface of the pieces shown I,J,K,L,N and O on the annexed plan.
2. TO lay place and maintain under the soil of the servient tenement a line of water pipes of an internal diameter of not more than 150 mm from the said point of intake under the surface of the pieces shown I,J,K,L,N, and O on the annexed plan to such discharge points as the transferor and the transferee shall from time to time agree upon.
3. TO enter upon the servient tenement with or without engineers and workmen and with or without any necessary vehicles implements tools pipes and materials of any kind for the purposes of laying maintaining repairing and from time to time renewing the said pipe line and opening up the soil of the servient tenement as may be necessary thereto.

AND THE TRANSFEEE HEREBY COVENANTS WITH THE TRANSFEROR as follows:

1. THE transferee and his engineers and workmen in the exercise of all or any of the rights hereby granted shall cause as little damage as possible to be done to the surface and freehold of the servient tenement and shall at the cost of the transferee effect all work with reasonable despatch and restore the said surface as nearly as possible to its then former condition or state and as may be necessary shall replace the soil thereof with the surface and turf consolidated to its proper level and further the transferee shall compensate the transferor for all damage caused by any such work to any cultivation crop of any kind for the time being sown or growing or in the course of harvesting upon the servient tenement.
2. THE transferee shall at his own cost forthwith instal a valve at the said point of intake connecting the said pipe line to the storage tank on the servient tenement and shall keep the said valve and pipe line in good repair and shall not permit them to do damage of any kind or become a nuisance by bursting leakage or any cause whatsoever.
3. THE said pipe line shall be and remain the sole property of the transferee.

*Diagram Approved - See
E 403763. 2.*



PROPOSED EASEMENT FOR WATER SUPPLY PURPOSES.

BLK XV DRLRY SD
Franklin County
Scale 1:3000

G. J. Tamm
Registered Surveyor

| PROPOSED EASEMENT: | | | |
|--------------------|-------|-------------------|-----------------------------------|
| Purpose | Shown | Servient Tenement | Dominant Tenement |
| WATER | (I) | PT 2 DP102609 | Coldings Road Water Company |
| | (J) | PT 3 DP102609 | |
| | (K) | PT 4 DP102609 | |
| | (L) | PT 5 DP102609 | |
| | (N) | PT 6 DP102609 | |
| | (O) | PT 7 DP102609 | |

DATE ISSUED
December 1984.



MURRAY-NORTH PARTNERS LTD
ENGINEERS SURVEYORS ARCHITECTS TOWN PLANNERS
AUCKLAND HAMILTON ROTORUA TAURANGA

ISSUING OFFICE: AUCKLAND
DRAWING No. 238830
COPYRIGHT

PO BOX 821
PH 798 940
ISSUE No.

[ST. 14336]

IN THE MATTER of the Land Transfer Act 1952

AND

IN THE MATTER of Deposited Plan No. 102609

YATES FINANCE LIMITED the mortgagee under Mortgage No. B.285037.1 HEREBY
CONSENTS to the creation of the easements noted in the Schedule hereto.

SCHEDULE

| <u>Nature of Easement</u> | <u>Servient Tenement</u> <u>Lot No. on</u> <u>D.P. 102609</u> | <u>Dominant Tenement</u> | <u>Title</u> <u>Reference</u> |
|---------------------------|--|--|--|
| <u>Power supply</u> | Part Lot 3 | Lot 4 | 56C/750 56C/751 |
| | Part Lot 2 | Lot 4 | 56C/749 56C/751 |
| <u>Water Easement</u> | Part Lot 3 | Lots 1, 4 and 10 | 56C/750 56C/748 56C/751 56C/757 |
| | Part Lot 2 | Lots 1 and 4 | 56C/749 56C/748 56C/751 |
| | Part Lot 3 | Lots 4 and 10 | 56C/750 56C/741 56C/757 |
| | Part Lot 4 | Lot 10 | 56C/757 |
| <u>Water Easement</u> | Part Lot 2 Part Lot 3 Part Lot 4 Part Lot 5 Part Lot 6 Part Lot 7 | In gross to Goldings Road Water Company Limited | |

1/2.

= Amended Plan No. 102609

re: plan and approval and
as found that it be amended
on the ground of approval in
B403763-2

IN WITNESS WHEREOF these presents have been executed on the ^{29th}.....
day of March..... one thousand nine hundred and eighty five
(1985).

THE COMMON SEAL of YATES FINANCE LIMITED.)
was hereunto affixed in the presence of :)

[Signature]..... Director

[Signature]..... ~~SECRETARY~~
Director



ROULSTON AND NICHOLLS

YATES FINANCE LIMITED Mortgagee

Consent to creation of easements

.....
Correct for the purposes of the
Land Transfer Act 1952

WEBB MORICE & PARTNERS

SOLICITORS

PUKEKOHE

~~In Consideration of~~

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

~~Do ===== hereby Transfer to the said ==~~

~~= all =~~

~~===== estate and interest in the =~~

~~said land above described ==~~

In witness whereof these presents have been executed this

29th

day

of March

19 85

Signed by the above named EUNICE MAY
ROULSTON, JAMES BIRCH ROULSTON
and ELIZABETH ANNE NICHOLLS
in the presence of:—

J.D. Roulston
J. Birch Roulston
E. Anne Nicholls

W. Wells
Solinger
P. Nicholls

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

Solicitor for the Transferee.

EM & JM ROULSTON and
EA NICHOLLS Transferor

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE
THE PROVISIONS OF PART IA OF THE LAND SETTLEMENT PROMOTION
AND LAND ACQUISITION ACT 1952.

GOLDING ROAD WATER Transferee
CO LTD

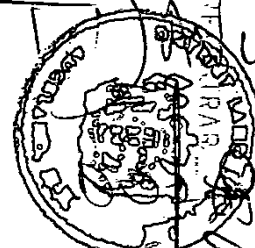
SUBJECT TO THE TRANSFEEE

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

Assistant / District Land Registrar

of the District of

12.45 18.APR.85 B 403763
PARTICULARS ENTERED IN THE REGISTER
LAND REGISTRAR AUCKLAND
ASST. LAND REGISTRAR
564/752
564/750
564/807 (Part)
564/753
564/754
564/749



WEBB MORICE & PARTNERS
SOLICITORS
PUKEKOHE

Solicitors for the Transferee

AUCKLAND DISTRICT LAW SOCIETY



C 078409.6 EC

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

EASEMENT CERTIFICATE

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

X/We **PETER THOMAS BLANCHARD** of Pukekohe, Horse Trainer and **KAREN MAREE BLANCHARD** his wife and **TIMOTHY PETER SCHLMACHER** and **CHRISTINE ELIZABETH JURY** both of Pukekohe, School Teachers

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 1989 under No. 131043 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. 131043

| Nature of Easement (e.g., Right of Way, etc.) | Servient Tenement | | Dominant Tenement Lot No.(s) or other Legal Description | Title Reference |
|--|---|---|---|--------------------|
| | Lot No.(s) or other Legal Description | Colour, or Other Means of Identification, of Part Subject to Easement | | |
| RIGHT OF WAY | Lot 2 | A D & O | Lot 1 | |
| RIGHT OF WAY | Lot 1 | C & E | Lot 2 | |
| RIGHT OF WAY | Lot 3 | B. & N | Lot 1, 2 & 4 | |
| RIGHT OF WAY | Lot 3 | F | Lot 4 | |
| POWER AND TELEPHONE | Lot 2 | A, D & O | Lot 1 | |
| POWER AND TELEPHONE | Lot 1 | C & E | Lot 2 | |
| POWER AND TELEPHONE | Lot 3 | B & N | Lot 1, 2 & 4 | |
| POWER AND TELEPHONE | Lot 3 | F | Lot 4 | |
| STORMWATER DRAINAGE | Lot 1 | G | Lot 2 | |
| WATER | Lot 2 | A, D & O | Lot 1 | |
| WATER | Lot 1 | C & E | Lot 2 | |
| WATER | Lot 3 | B & N | Lot 1, 2 & 4 | |
| WATER | Lot 3 | F | Lot 4 | |

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

1. Rights and powers:

1. RIGHTS AND POWERS:

The rights and powers in respect of the right of way and Water and Storm Water Drainage Easement shall be as set out in the Seventh Schedule to the Land Transfer Act 1952.

The rights and powers in respect of the Power and Telephone Easements shall be as set out in the Land Transfer Act 1952 amended by the following:

The registered proprietor for the time being of the fee simple in the dominant tenement shall have the free and uninterrupted right liberty and privilege (in common with the registered proprietor for the time being of the servient tenement):

- (a) To transmit electric current and telephonic impulses by wire cable pipe or other conductor through and under the servient tenement;
- (b) To enter upon the servient tenement or have engineers, surveyors employees agents and contractors enter with or without vehicles machinery equipment or materials for the purpose of laying out and excavating trenches through in over and across the servient tenement and of laying in those trenches underground electricity wire cables underground telephone wire cables or other equipment if necessary and any pipes conduits or other coverings in which the cables may be enclosed and thereafter again filling in the soil of such trenches;
- (c) At all times to pass and transmit electric current telephonic impulses and water through such wire cables pipes or other conductors or equipment if necessary and such pipes conduits or coverings enclosing same;
- (d) To repair, replace or renew any such wires cables conduits pipes and other equipment and for such purposes to enter upon the servient tenement or have engineers surveyors employees agents and contractors enter with or without machinery vehicles equipment and plant and to open or excavate the soil of the servient tenement to the extent necessary and in doing so to do as little damage as possible to the surface of the servient tenement and as soon as is reasonably possible resorting the same or nearly as possible restoring the same to its former condition.

781
CO

P.T.B.
J.H.L.

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

- (a). The registered proprietors for the time being of the dominant and servient tenements who require to use the right of way created shall be liable to contribute equally to such costs of surfacing, fencing, repairs and maintenance of such right of way **PROVIDED HOWEVER** that the liability to contribute proportionately to such costs should be restricted to the costs of surfacing, fencing, repairs and maintenance of such right of way extending from the legal public road to the farthest boundary therefrom of each respective tenement to the intent that each registered proprietor shall not be liable to contribute to such costs in respect of that part of the right of way beyond such farthest boundary of his or her land from the said legal public road.
- (b). The registered proprietors for the time being of the dominant and servient tenements who require and use the water power and telephone services easement created shall be equally responsible for the installation, repair and maintenance of any such service and in the event that the surface of the land within the easement granted is required to be opened up, then such registered proprietor shall ensure that the ground surface is restored to as near as possible to its original condition and that there is freedom of egress and ingress along the right of way.
- (c). The registered proprietors for the time being of the dominant and servient tenements who require the water, stormwater drainage easements created shall be equally responsible for laying and maintaining of any pipeline along such easement created and for the installation, servicing and maintenance of the said easement.
- (d). Any dispute between the registered proprietors for the time being of the dominant and servient tenements in respect of any of the easements created which cannot be settled by agreement between the parties shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1908 or any amendments thereof.

[Handwritten signatures]

Dated this 11th day of October 1989
Signed by the above-named
PETER THOMAS BLANCHARD and
KAREN MARIE BLANCHARD
in the presence of
Witness [Signature]
Occupation [Signature]
Address [Signature]

Signed by the above-named
TIMOTHY PETER SCHLMACHER and
CHRISTINE ELIZABETH JURY in the presence of:
[Signature]
[Signature]

EASEMENT CERTIFICATE

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

*Correct for the purposes of the
Land Transfer Act*

The within easements when created
will be subject to Section 309(1)(a)
Local Government Act 1974

E. L. Lunn

Solicitor for the registered proprietor

A2A

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR.

2.22 07 DEC 89 C 078409.6

76D/868
76D/231



D



C337115A.2 TE

Under the Land Transfer Act 1952

Memorandum of Transfer

creating Right of Way, Power and Telephone Services and
Water Supply

WHEREAS FRANKLIN TROTTING CLUB incorporated at Pukekohe (hereinafter termed "the Grantor")

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 1.1782 hectares

more or less being Lot 1 on Deposited Plan No 131043 and being part Allotments 16 and 39 Parish of Pukekohe and being part of the land comprised and described in Certificate of Title Volume 76D Folio 868 (Hereinafter called "the servient tenement")

SUBJECT TO AND TOGETHER WITH : Easements specified in Easement Certificates C.078409.6 and B.350864.6

SUBJECT TO : Electricity Easement created by Transfer No B.494018.1

SUBJECT TO : Sections 308(4) and 309(1)(a) Local Government Act 1974

SUBJECT TO : Resolution No C.078409.2

AND WHEREAS ROBERT JOHN BEHRNS of Pukekohe, Horse Trainer (hereinafter called "the Grantee") is registered as proprietor of an estate in fee simple (subject to such reservations, restrictions, encumbrances, liens and interests as are notified by memorial written or endorsed on the certificate of title) in the land situated in the land district of North Auckland containing 4.8944 hectares more or less being Lot 2 on Deposited Plan No 131043 and being part Allotment 39 Parish of Pukekohe and being all of the land comprised and described in Certificate of Title Volume 76D Folio 231 (hereinafter called "the dominant tenement")

AND WHEREAS the grantee wishes to establish and use the Right of Way and lines for the transmission of electric power and telephone services and pipes for water supply within the easement shown marked "X" on the plan annexed to this Transfer

AND WHEREAS the Grantor has agreed at the request of the Grantee to execute a Transfer granting such Right of Way, Power Supply, Telephone Services and Water Supply Easement in favour of such grantee as hereinafter set out

NOW THIS TRANSFER WITNESSETH that pursuant to the aforesaid agreement and in consideration of the premises IT IS HEREBY COVENANTED AGREED AND DECLARED by and between the parties as follows:

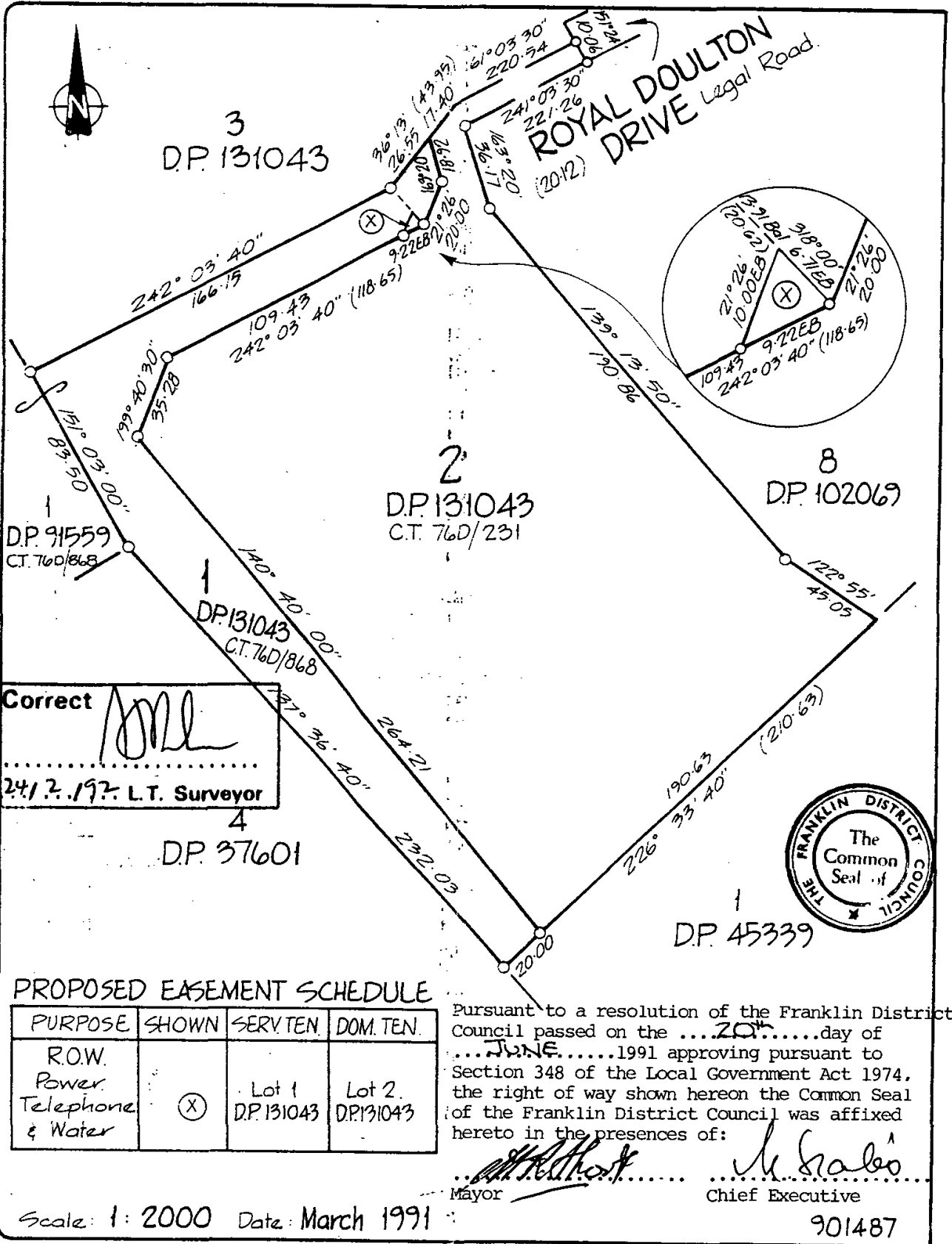
1. THAT the Grantor doth hereby transfer and grant unto the Grantee his executors, administrators and assigns and other the registered proprietors for the time being of the dominant tenement (in common with any other person to whom similar rights are or may be granted) the following rights and powers:

- (a) In respect to the Right of Way the rights and powers set out in the seventh schedule to the Land Transfer Act 1952 and the ninth schedule to the Property Law Act 1952.
- (b) In respect to the Water Supply Easement the rights and powers as set out in the seventh schedule to the Land Transfer Act 1952.
- (c) In respect to the Power and Telephone Services Easement the full free and uninterrupted right, liberty and licence to any power supply authority, government agency or registered proprietor of any dominant tenement together with their servants, tenants, agents, workmen, licencees or invitees (in common with the registered proprietor of the servient tenement, his tenants and any other person lawfully entitled so to do and subject always to any enactment or regulation for the time being in force governing the supply of electric power and the installation of telephone services) from time to time and at all times by day and by night, to go, pass and re-pass, with or without vehicles laden or unladen and with tools, machinery and equipment for the purposes of laying cable, wires and installation of electricity or telephone works and to maintain same and to respectively convey current or the supply of electric power or the transmission of telephone messages over those parts more particularly shown as the Easement marked "X" on the plan annexed hereto.

2. IT IS AGREED by and between the Grantor and the Grantee that the following conditions, covenants and restrictions shall apply in respect of the foregoing easements namely:

- (a) The registered proprietor for the time being of the dominant tenement who requires and uses the easements created hereby shall be responsible for the installation, repair and maintenance of any such Right of Way, Power Supply, Telephone Service and Water Supply and in the event that the surface of the land within the easement granted is required to be opened up, then such registered proprietor shall ensure that the ground surface is restored to as near as possible to its original condition and shall do as little damage as possible to the said surface and any vegetation or erections thereon and that upon the opening up of the surface of the said land, such opening shall be filled in as soon as possible after the necessary work for which such opening was made has been completed and all damage if any to any fences, gates or other erections on the servient tenement shall be made good and restored to the same condition as they were in prior to the commencement of the work in a property and workmanlike manner and the proprietor for the time being of the dominant tenement shall be responsible for all costs including any liability to third parties as a result of the said works being incorrectly carried out or not properly completed.
- (b) IT IS HEREBY DECLARED that any dispute between the registered proprietors for the time being of the dominant and servient tenements in respect of any of the aforementioned easements created hereby which cannot be settled by agreement between the parties shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1908 or any amendment or re-enactment thereof.

3. IT IS AGREED by the Grantor and Grantee that the easements hereby created shall be forever appurtenant to the respective dominant tenements.



Correct
[Signature]
 24/7.197. L.T. Surveyor



PROPOSED EASEMENT SCHEDULE

| PURPOSE SHOWN | SERV.TEN. | DOM.TEN. |
|---|----------------------------|---------------------|
| R.O.W. Power Telephone & Water | (X) Lot 1 D.P.131043 | Lot 2 D.P.131043 |

Pursuant to a resolution of the Franklin District Council passed on the ...20th.....day of ...JUNE.....1991 approving pursuant to Section 348 of the Local Government Act 1974, the right of way shown hereon the Common Seal of the Franklin District Council was affixed hereto in the presences of:

[Signature] Mayor
[Signature] Chief Executive

Scale: 1:2000 Date: March 1991

901487

| | | |
|---|---------|------------------|
| BRIAN FOOTE & ASSOCIATES Registered Surveyors & Land Consultants Appraisal House, 2 King Street, Pukekohe. Phone (085) 89-991 | client | R.J. BEHRNS |
| | project | EASEMENT DIAGRAM |

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act

SOLICITOR FOR THE TRANSFEREE

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

SOLICITOR FOR THE TRANSFEREE

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.

SOLICITOR FOR THE TRANSFEREE

Grantor

FRANKLIN TROTTLING CLUB

~~XXXXXXXX~~
~~Transferor~~

Grantee

RJ BEHRNS

~~XXXXXXXX~~
~~Transferee~~

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

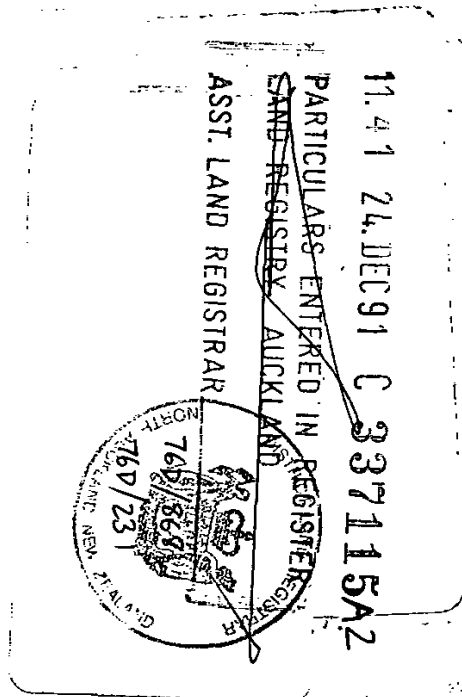
Assistant / District Land Registrar

of the District of

DE Rep

STURROCK MONTEITH & CO
SOLICITORS
PUKEKOHE

Solicitors for the Transferee



(4E)



C337115A-6 EC

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

EASEMENT CERTIFICATE

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

~~I/XX~~ **ROBERT JOHN BEHRNS** of Pukekohe, Horse Trainer

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 _____ under No. 147918 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. 147918

| Nature of Easement (e.g., Right of Way, etc.) | Servient Tenement | | Dominant Tenement Lot No.(s) or other Legal Description | Title Reference |
|--|---|---|---|---------------------|
| | Lot No.(s) or other Legal Description | Colour, or Other Means of Identification, of Part Subject to Easement | | |
| Right of Way, Power, Telephone and Water | 2 | Y | Lot 1 | 88A/333, 88A/334 |
| Storm Water Drainage | 1 | H | Lot 2 | 88A/333, 88A/334 |

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

1. Rights and powers:

- (a) In respect to the Right of Way the rights and powers as stipulated in the seventh schedule to the Land Transfer Act 1952 and the ninth schedule to the Property Law Act 1952.
- (b) In respect to the water easement the rights and powers as stipulated in the seventh schedule to the Land Transfer Act 1952.
- (c) In respect to the stormwater drainage easement the rights and powers set out in the seventh schedule to the Land Transfer Act 1952 and shown as Right to Drain Water and Additional Rights Attaching to Easements to drain water.
- (d) In respect to the power and telephone easement the rights and powers as follows:

The full, free uninterrupted, and restricted right, liberty and privilege for the grantee and his tenants (in common with the grantor, his tenants and other persons lawfully entitled, so to do) from time to time and at all times to convey electrical current and telephone and other similar electronic communication or electronic conveyance by way of underground cables across the land over which the easement is granted or created, together with the additional rights incidental thereto as follows:

(A) To lay, place and maintain, or to have laid, placed and maintained such cables of suitable material for the purpose under the land which the easement is granted or created and along the line defined for the purpose where such a line has been so defined.

(B) To order to construct or maintain the efficiency of any such cables, 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 and to remain there for any reasonable time for the purposes of laying, inspecting, repairing, maintaining and renewing such cables 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.

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

- (A) The registered proprietor for the time being of the dominant tenement shall be responsible for the costs of forming and maintaining the right of way and shall further be responsible for costs of installation, repair and maintenance of the power, telephone and water supply services.
- (B) The registered proprietor for the time being of the dominant and servient tenements who require and use the stormwater drainage easement hereby created shall be equally responsible for the installation, repair and maintenance of such service.
- (C) Any registered proprietor who causes particular damage either by himself or herself or their invitees or agents to any of the easements created herein shall be fully responsible for the costs of repair of such damage.
- (D) Any dispute between the registered proprietors for the time being of the dominant and servient tenements in respect of any of the easements created which cannot be settled by agreement between the parties shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1908 or any amendment or reenactment thereof.

Dated this 25th day of October 19 91

Signed by the above-named

ROBERT JOHN BEHRNS

in the presence of

Witness

Occupation

Address

[Handwritten signature]
.....
[Handwritten signature]
.....
[Handwritten signature]
.....

[Handwritten signature]

EASEMENT CERTIFICATE

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

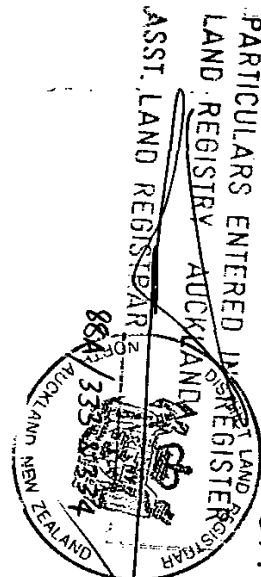
*Correct for the purposes of the
Land Transfer Act*

The easements hereindescribed when created will be subject to Section 309(1)(a) Local Government Act 1974

Solicitor for the registered proprietor

A.L.R

STURROCK MONTEITH & CO
SOLICITORS
PUKEKOHE



11.41 24 DEC 91 C-337115A.6



1500 —

C478019.3 TE

Under the Land Transfer Act 1952

Memorandum of Transfer

~~being registered as proprietor~~

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

~~more or less being~~

NEW ZEALAND STAMP DUTY
30/04/9200257001 DUTY

FSP — NO

KING GERRARD
BARRISTERS AND SOLICITORS

John Victor Imperatrice, LL.B.
Peter John Rutherford, LL.B.
Paul Graeme Kenny, LL.B.
Cade Hubert Daroux, LL.B.

64 Edinburgh Street.
Pukekohe, New Zealand.
P.O. Box 327.
Telephone 0-9-238 6339
Fax: 0-9-238 3575
DX 7901.

HB:51:5
3 May 1993

Our Ref: Mrs Wing
Your Ref:

The District Land Registrar
Lands and Deeds Office
AUCKLAND

Dear Sir

re: K J AND Y M MURPHY

We return herewith rejected documents in respect of the abovenamed and refer to your rejections of 16th December 1992 and 19th March 1993. We disagree with the rejections and advise as follows:

1. As regards the rejection of the 16th December 1992, we disagree that the easements we wished to create in the transfer were created by easement certificate C078409.6. Whilst there were certain easements created by that said easement certificate, these were easements in relation to the property when it was first subdivided under previous plan namely DP 131043. A copy of the plan is attached and as you will see this current dealing is a subdivision again of lot 2 on DP 131043. Accordingly the easements we wished to have created as recited in the attached transfer document have not in fact been created on the new lot 2 DP 147918. Accordingly we consider your rejection of 16th of December 1992 is incorrect.
2. As regards your rejection of the 19th of March 1993 you now request us to reinstate the operative clause and also reinstate the easements or delete the request to note the easements. As we consider the rejection of 16th December 1992 as incorrect, the easements should not have been deleted from the transfer and as we complied with that December 1992 rejection and deleted them, would you please advise how we should now reinstate those easements. At the present time, we have amended the transfer with the word "stet" on page two for the appropriate clauses. Consequently also,

The District Land Registrar
May 1993

we consider the request to note the easements should remain and that request has not been altered in any way.

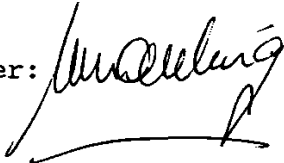
We have also now complied with your request to note the encumbrances as regards the secondly described land.

In addition to the aforementioned, particularly item number 1 above, which specifically deals with easements A, D and O, we also consider that the title 88A/333 in respect of lot 1 is defective. We consider that the title should express that the easements created by transfer C337115A.2 include right of way, power, water and telephone easements as the entry shown on the title at the present time we feel is incorrect as it only shows the appurtenant right of way.

We would be pleased if you would now consider our comments and we look forward to hearing from you in due course.

Yours faithfully
KING GERRARD

per:



MEMORANDUM OF TRANSFER

WHEREAS ROBERT JOHN BEHRNS of Pukekohe, Horse Trainer (hereinafter termed "the Transferor") is 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 those pieces of land situated in the land district of North Auckland containing FIRST 2.1240 hectares more or less being Lot 1 Deposited Plan 147918 and being part Allotment 39 Parish of Pukekohe and being all of the land comprised and described in Certificate of Title Volume 88A Folio 333 (North Auckland Registry) SUBJECT TO Resolution C.337115A.4 AND HAVING APPURTENANT THERETO Right of Way Easement referred to in Easement Certificate B.350864.6 and Transfer C.337115A.2 AND HAVING APPURTENANT THERETO certain Right of Way, Power, Water and Telephone Easements referred to in Easement Certificate C.078409.6 AND HAVING APPURTENANT THERETO certain Stormwater Drainage Easements referred to in Easement Certificate C.078409.6 which Easement is subject to Section 309(1)(a) Local Government Act 1974 AND HAVING APPURTENANT THERETO AND BEING SUBJECT TO certain Right of Way, Power, Water, Telephone and Stormwater Drainage Easements referred to in Easement Certificate C.337115A.6 which Easements are subject to Section 309(1)(a) Local Government Act 1974 (hereinafter termed "the first land") (SECONDLY 2.7704 hectares more or less being Lot 2 Deposited Plan 147918 and being part Allotment 39 Parish of Pukekohe and being all of the land comprised and described in Certificate of Title Volume 88A Folio 334 (North Auckland Registry) SUBJECT TO Resolution C.337115A.4 AND HAVING APPURTENANT THERETO Right of Way Easement referred to in Easement Certificate B.350864.6 and Transfer C.337115A.2 AND HAVING APPURTENANT THERETO certain Right of Way, Power, Water and Telephone Easements referred to in Easement Certificate C.078409.6 AND HAVING APPURTENANT THERETO certain Stormwater Drainage Easements referred to in Easement Certificate C.078409.6 which Easement is subject to Section 309(1)(a) Local Government Act 1974 AND HAVING APPURTENANT THERETO AND BEING SUBJECT TO certain Right of Way, Power, Water, Telephone and

Stormwater Drainage Easements referred to in Easement Certificate C.337115A.6 which Easements are subject to Section 309(1)(a) Local Government Act 1974 AND FURTHER SUBJECT TO Memoranda of Mortgage numbers C.112199.1 and C.287986.1, Easement Certificates B.350864.6 and C.078409.6 and Transfers B.403763.1 and B.494018.1 (hereinafter termed "the second land")

AND WHEREAS the Transferor has agreed pursuant to an Agreement for Sale and Purchase bearing date the 27th day of April 1991 to sell the first land to KEVIN JOHN MURPHY of Pukekohe, Horse Trainer and YVONNE MADGE MURPHY his wife (hereinafter jointly termed "the Transferee")

~~AND WHEREAS the Transferor has further agreed to grant to the Transferee a Right of Way Easement, a right to convey water and an Electric Power and Telephone Services Easement (such Easements being hereinafter termed "the Easements") over those parts of the second land marked "O", "A" and "D" on Deposited Plan 131043 on the terms and conditions hereinafter set forth~~

~~NOW THIS TRANSFER WITNESSES that in consideration of the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) paid by the Transferee to the Transferor (the receipt of which sum is hereby acknowledged) the Transferor DOES HEREBY TRANSFER to the Transferee all its estate and interest in the first land above described AND FURTHER the Transferor TRANSFERS AND GRANTS to the Transferee the full free uninterrupted and unrestricted right liberty and privilege (in common with the Transferor and all other parties similarly entitled) from time to time and at all times an Easement of Right of Way, right to convey water, electric power and telephone services over across and under the surface of and through the soil of the lands marked "O", "A" and "D" on Deposited Plan number 131043 with such Easements to be forever appurtenant to the first land and to incorporate in the case of each such Easement such of the rights powers terms conditions covenants and restrictions more particularly set forth in Easement Certificate C.078409.6 as shall be applicable to the Easements AND FURTHER the rights and obligations herein~~

Handwritten initials

STET shall ~~enure for the benefit of and shall bind the appropriate party and his respective executors administrators and assigns.~~

IN WITNESS WHEREOF these presents have been executed this 24th day of April 1992.

SIGNED by the abovenamed)
ROBERT JOHN BEHRNS in the)
presence of:)

Handwritten signature

Handwritten signature
Pukekohe

SIGNED by the abovenamed)
KEVIN JOHN MURPHY and)
YVONNE MADGE MURPHY in)
the presence of:)

Handwritten signature

Handwritten signature

Handwritten signature

LEGAL EXECUTIVE TO
PETER AITKEN
SOLICITOR PUKEKOHE

FRANKLIN DISTRICT COUNCIL a local body duly constituted under the Local Government Act 1974 DOETH HEREBY CONSENT to the creation of an Easement of right of way, right to convey water, electric power and telephone services over the lands marked "O", "A" and "D" on both Deposited Plan 131043 and on Deposited Plan 147918 to the extent referred to herein which consent was given under Section 348 of the Local Government Act pursuant to formal Resolution of the said Franklin District Council on the 13th day of March, 1992.

DATED this 27th day of March 1992.

THE COMMON SEAL of)
FRANKLIN DISTRICT COUNCIL)
was hereunto affixed in)
the presence of:)



[Signature] Mayor

[Signature] Chief Executive

~~In Consideration of~~

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said

all

estate and interest in the

said land above described

In witness whereof these presents have been executed this
of _____ 19

day

Signed by the above named

~~in the presence of:~~

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act

SOLICITOR FOR THE 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.

SOLICITOR FOR THE TRANSFEREE

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.

SOLICITOR FOR THE TRANSFEREE

R. J. BEHRNS Transferor

K. J. AND Y. M. MURPHY Transferee

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

Assistant / District Land Registrar

of the District of

TO: District Land Registrar
North Auckland Registry

Please note the Easements contained in the within Transfer against the fee simple Title to the land.

Solicitor for the Transferee.

3F

PETER AITKEN,
SOLICITOR,
PUKEKOHE.
PFA:MA 0166A.1-4 Solicitors for the Transferee

2.46 06.MAY.93 C478019.3
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND DISTRICT LAND REGISTRAR
ASST. LAND REGISTRAR
884/333
884/334





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




R.W. Muir
Registrar-General
of Land

Identifier NA88A/333
Land Registration District North Auckland
Date Issued 24 December 1991

Prior References
NA76D/231

Estate Fee Simple
Area 2.1240 hectares more or less
Legal Description Lot 1 Deposited Plan 147918

Registered Owners

Taini Eruera Takahi Clarke as to a 1/3 share
Loncey Daniel Clarke as to a 1/3 share
Tristy Isabelle Thelma Clarke as to a 1/3 share

Interests

Appurtenant hereto are rights of way specified in Easement Certificate B350864.6
Appurtenant hereto are rights of way and power, water, telephone and stormwater drainage rights specified in Easement Certificate C078409.6
The easements specified in Easement Certificate C078409.6 are subject to Section 309 (1) (a) Local Government Act 1974
Appurtenant hereto is a right of way and water supply, telephone services and power rights created by Transfer C337115A.2 - 24.12.1991 at 11.41 am
C337115A.4 Resolution under Section 321(3) (c) Local Government Act 1974 - 24.12.1991 at 11.41 am
Appurtenant hereto is a right of way and power, water and telephone rights specified in Easement Certificate C337115A.6 - 24.12.1991 at 11.41 am
Subject to a stormwater drainage right over part marked H on DP 147918 specified in Easement Certificate C337115A.6 - 24.12.1991 at 11.41 am
The easements specified in Easement Certificate C337115A.6 are subject to Section 309 (1) (a) Local Government Act 1974
Appurtenant hereto are rights of way and rights to convey water, and telephone services and electric power rights created by Transfer C478019.3 - 6.5.1993 at 2.46 pm
D487058.3 Mortgage to Bank of New Zealand - 14.3.2000 at 10.21 am



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




R.W. Muir
Registrar-General
of Land

Identifier 538423
Land Registration District North Auckland
Date Issued 15 August 2013

Prior References
NA49A/323

Estate Fee Simple
Area 4.5416 hectares more or less
Legal Description Lot 6 Deposited Plan 437089
Registered Owners
YLH Holdings Limited

Interests

9487757.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.8.2013 at 3:36 pm
9487757.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.8.2013 at 3:36 pm
Appurtenant hereto is a right of way, a right of way for horses and pedestrians and a right to convey electricity, telecommunications, computer media and water created by Easement Instrument 9487757.5 - 15.8.2013 at 3:36 pm
The easements created by Easement Instrument 9487757.5 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 9487757.6 - 15.8.2013 at 3:36 pm (Limited as to duration)
9513446.1 Variation of the conditions of the Land Covenant created by Easement Instrument 9487757.6 - 16.9.2013 at 11:13 am
10916068.1 Variation of the conditions of the easement specified created by Easement Instrument 9487757.5 - 2.10.2017 at 5:32 pm



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




R.W. Muir
Registrar-General
of Land

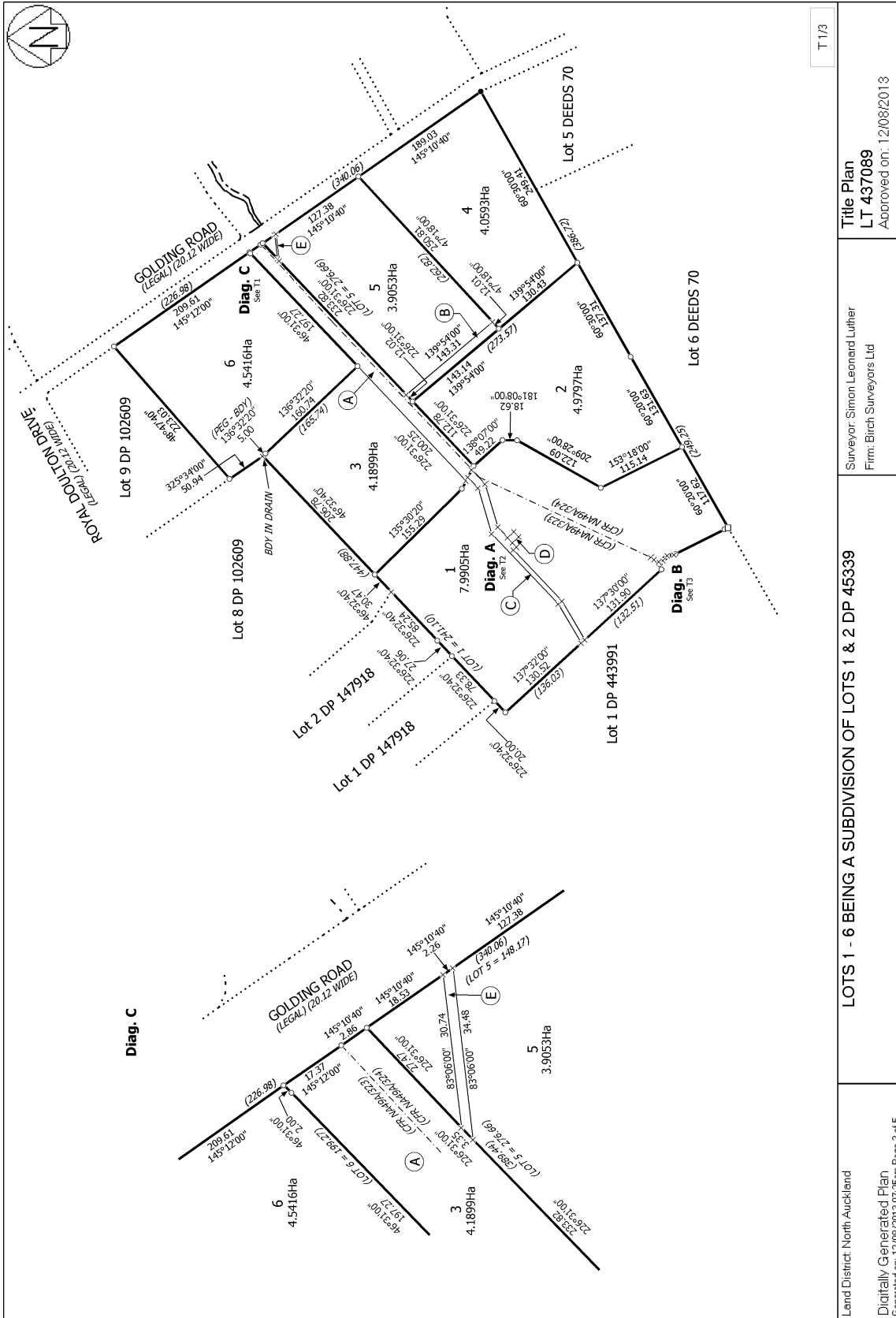
Identifier 538421
Land Registration District North Auckland
Date Issued 15 August 2013

Prior References
NA49A/324

Estate Fee Simple
Area 4.0593 hectares more or less
Legal Description Lot 4 Deposited Plan 437089
Registered Owners
Selina Lily Deadman

Interests

9487757.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.8.2013 at 3:36 pm
Land Covenant in Easement Instrument 9487757.6 - 15.8.2013 at 3:36 pm (Limited as to duration)
9513446.1 Variation of the conditions of the Land Covenant created by Easement Instrument 9487757.6 - 16.9.2013 at 11:13 am
9542379.3 Mortgage to Bank of New Zealand - 15.10.2013 at 4:58 pm



LOTS 1 - 6 BEING A SUBDIVISION OF LOTS 1 & 2 DP 45339

Title Plan
LT 437089

Surveyor: Simon Leonard Luther
Firm: Birch Surveyors Ltd

Land District: North Auckland
Digitally Generated Plan
Generated on: 12/08/2013 07:25am Page 3 of 5

Approved on: 12/08/2013



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Limited as to Parcels
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier NA18D/367
Land Registration District North Auckland
Date Issued 28 April 1970

Prior References
NA762/82

Estate Fee Simple
Area 10.5509 hectares more or less
Legal Description Lot 6 Deeds Plan 70

Registered Owners
Bloodstock Lodge Limited

Interests

