

APPENDIX 2



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




R.W. Muir
Registrar-General
of Land

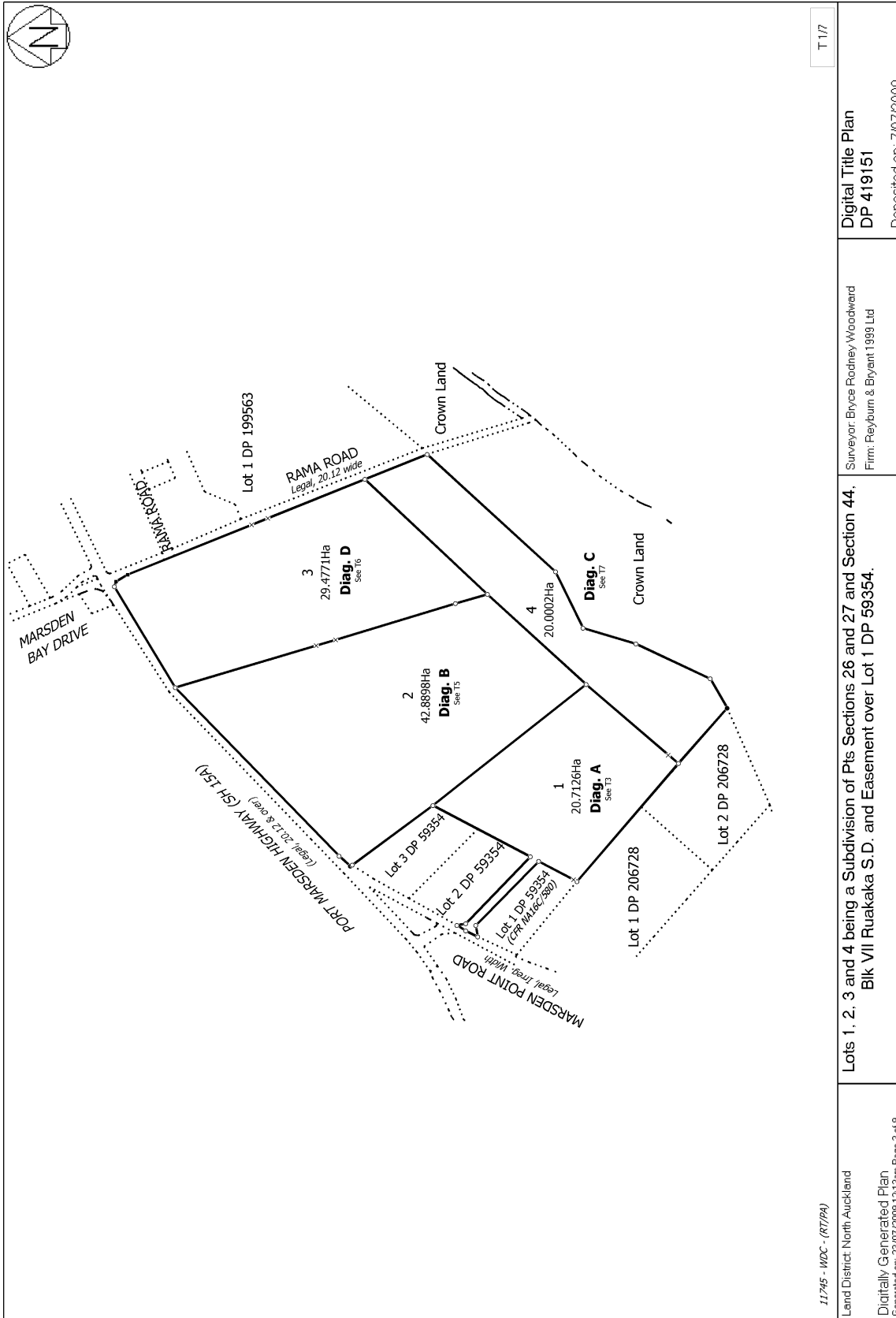
Identifier 473408
Land Registration District North Auckland
Date Issued 07 July 2009

Prior References
NA17B/28

Estate Fee Simple
Area 20.7126 hectares more or less
Legal Description Lot 1 Deposited Plan 419151
Registered Owners
Meridian Energy Limited

Interests

Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the said land
8212617.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.7.2009 at 2:54 pm
Subject to a right of way over part marked B DP 419151 created by Easement Instrument 8212617.6 - 7.7.2009 at 2:54 pm
Appurtenant hereto is a right of way created by Easement Instrument 8212617.6 - 7.7.2009 at 2:54 pm
The easements created by Easement Instrument 8212617.6 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right of way, right to drain sewage & water and right to convey water & electricity in gross over part marked B DP 419151 to Whangarei District Council created by Easement Instrument 8212617.7 - 7.7.2009 at 2:54 pm
Some of the easements created by Easement Instrument 8212617.7 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to convey telecommunications and computer media in gross over part marked B DP 419151 to Telecom New Zealand Limited created by Easement Instrument 8212617.8 - 7.7.2009 at 2:54 pm
The easements created by Easement Instrument 8212617.8 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to convey electricity, telecommunications and computer media in gross over part marked B DP 419151 to Northpower Limited created by Easement Instrument 8212617.9 - 7.7.2009 at 2:54 pm
The easements created by Easement Instrument 8212617.9 are subject to Section 243 (a) Resource Management Act 1991
8212617.10 Encumbrance to Northpower Limited - 7.7.2009 at 2:54 pm
8212617.13 Encumbrance to Whangarei District Council - 7.7.2009 at 2:54 pm



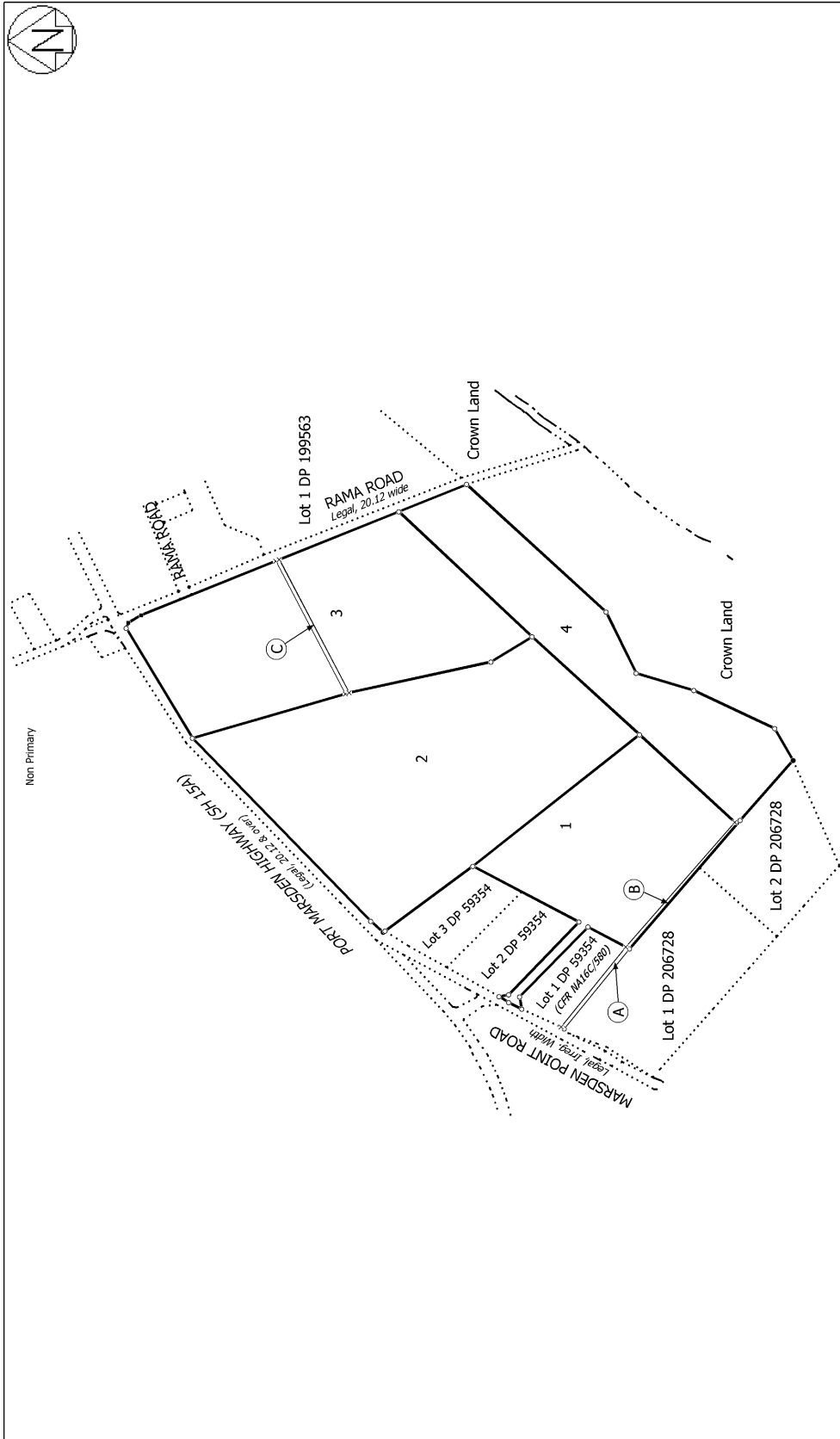
11745 - WDC - (RT/PA)
 Land District North Auckland
 Digitally Generated Plan
 Generated on: 23/07/2009 12:13pm Page 3 of 9

Lots 1, 2, 3 and 4 being a Subdivision of Pls Sections 26 and 27 and Section 44,
 Blk VII Ruakaka S.D. and Easement over Lot 1 DP 59354.

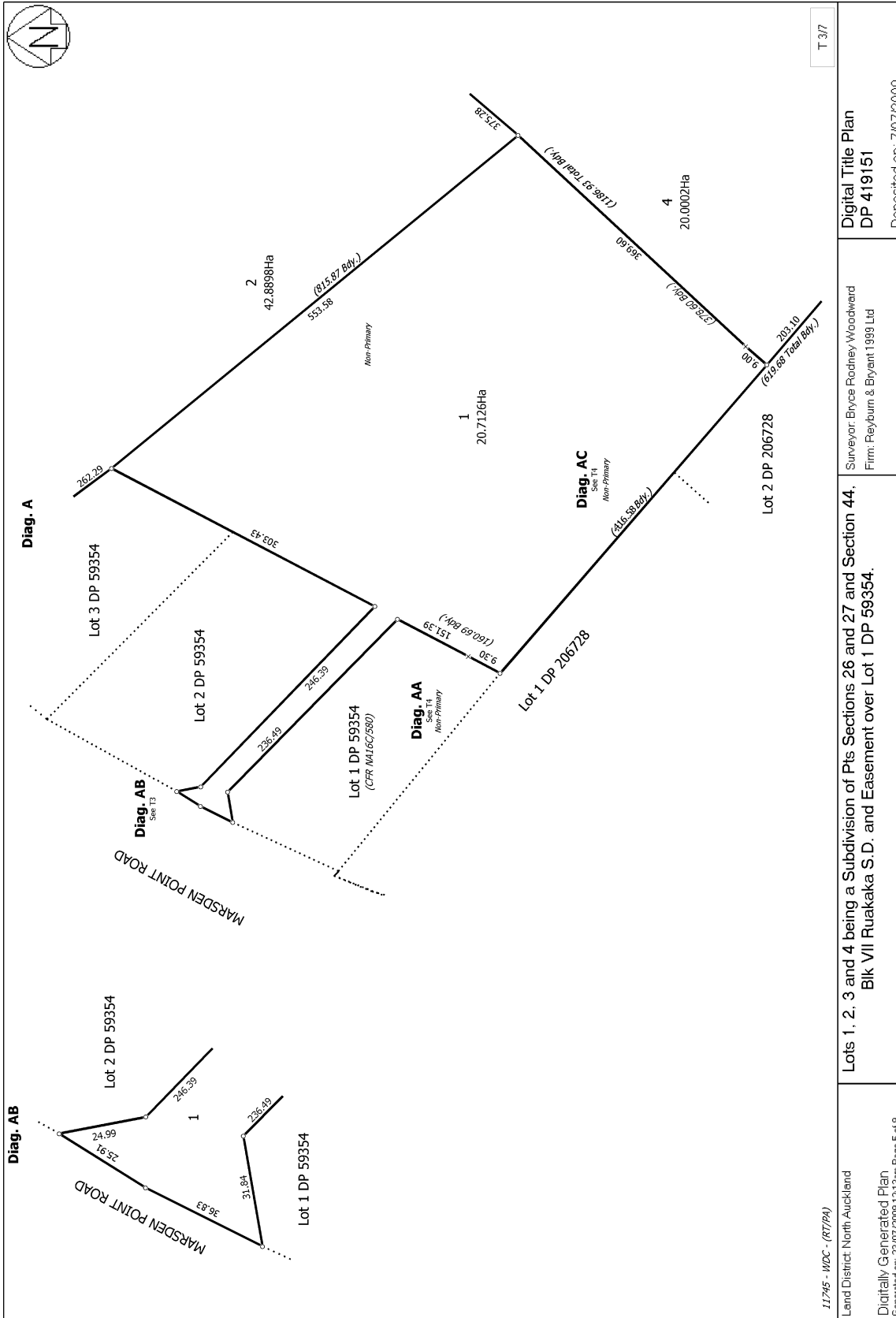
Surveyor: Bryce Rodney Woodward
 Firm: Reymann & Bryant 1999 Ltd

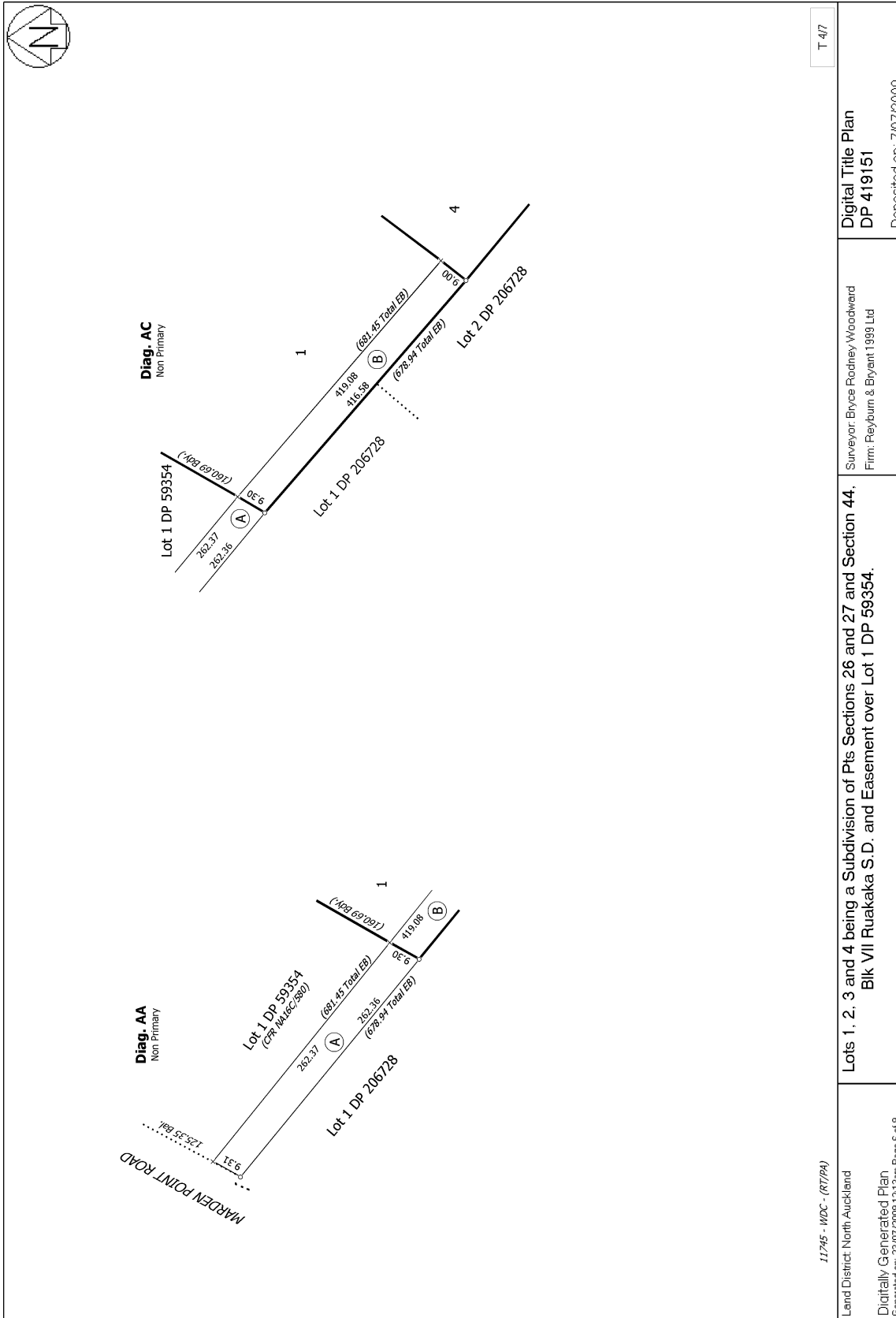
Digital Title Plan
 DP 419151
 Deposited on: 7/07/2009

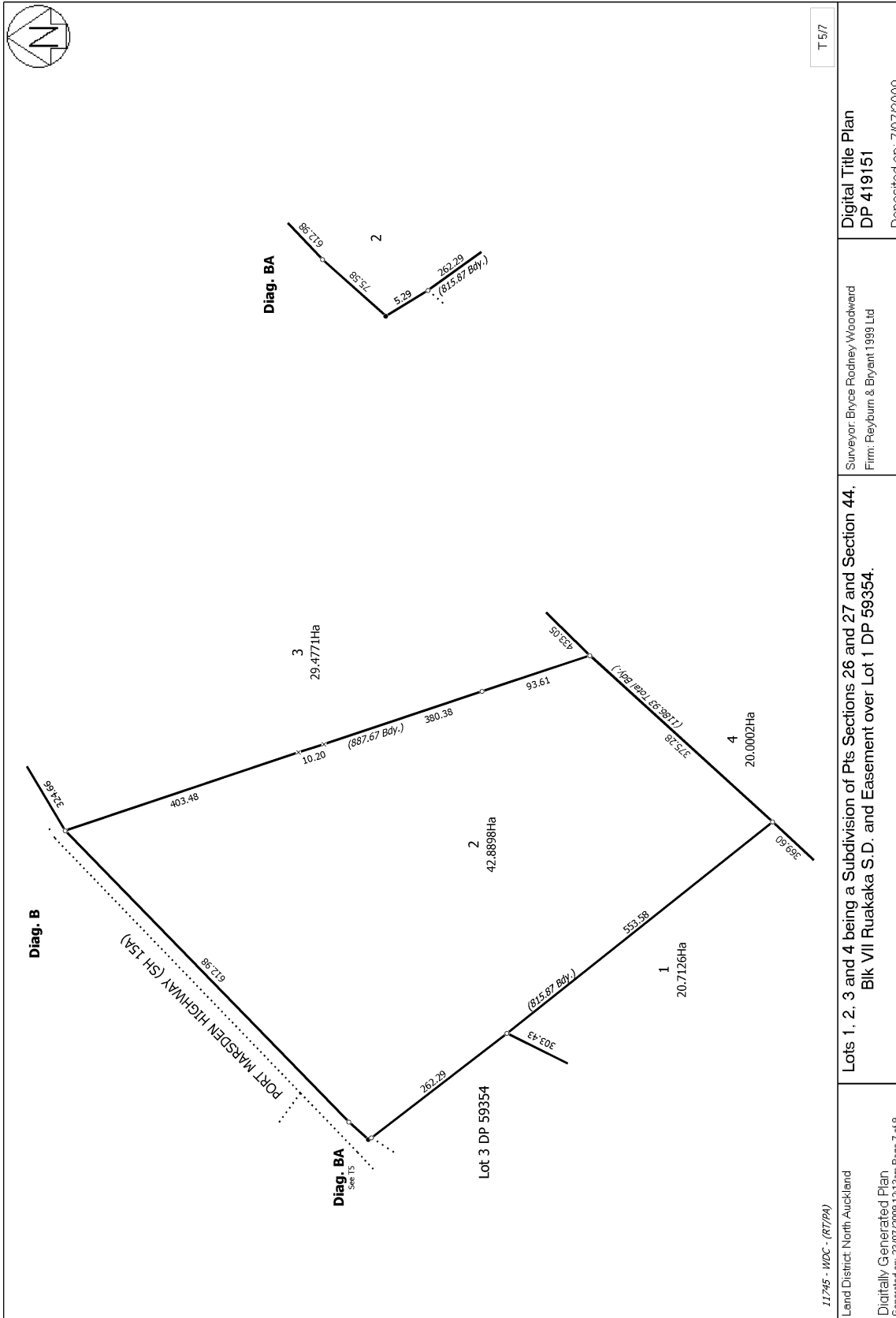
T 1/7

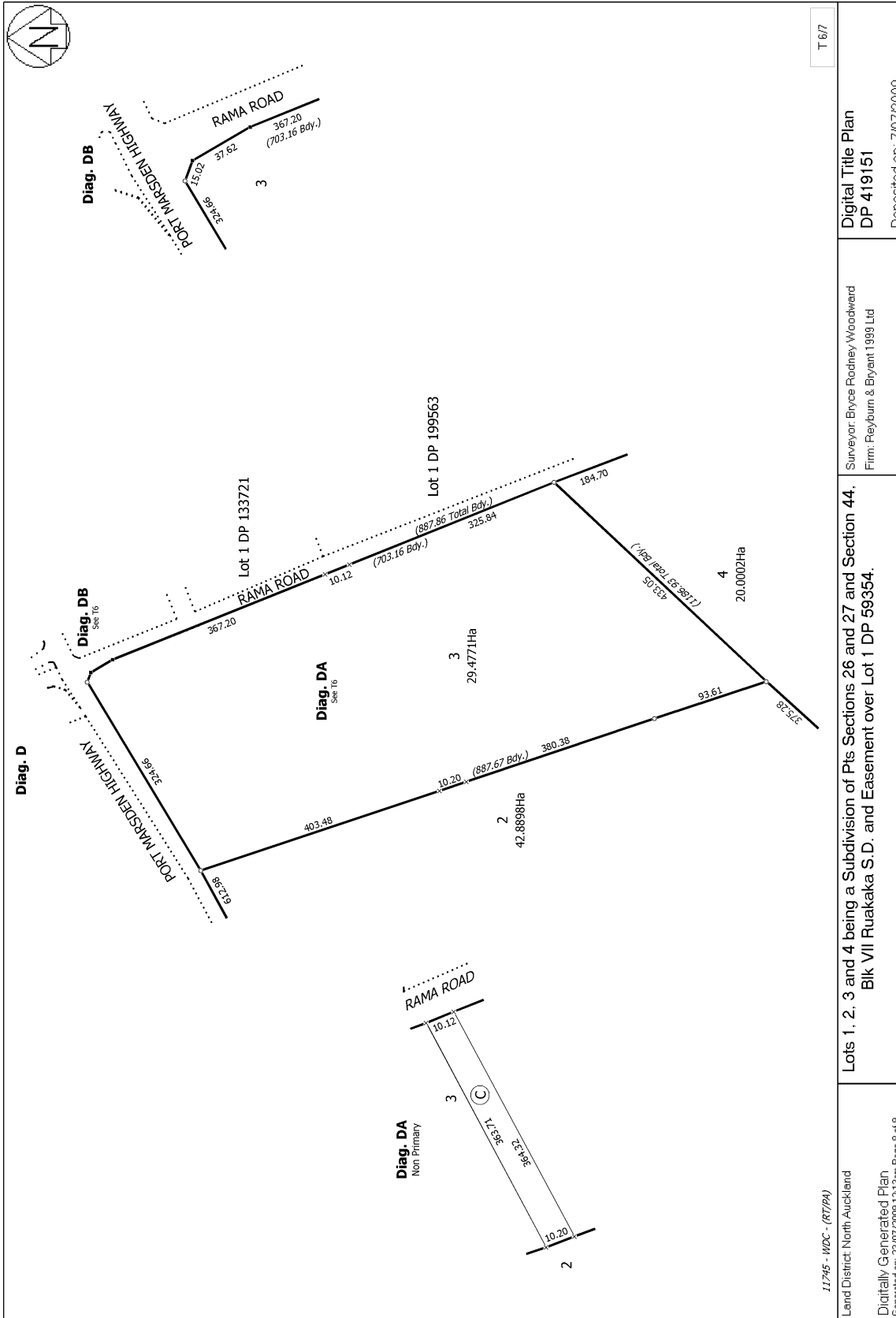


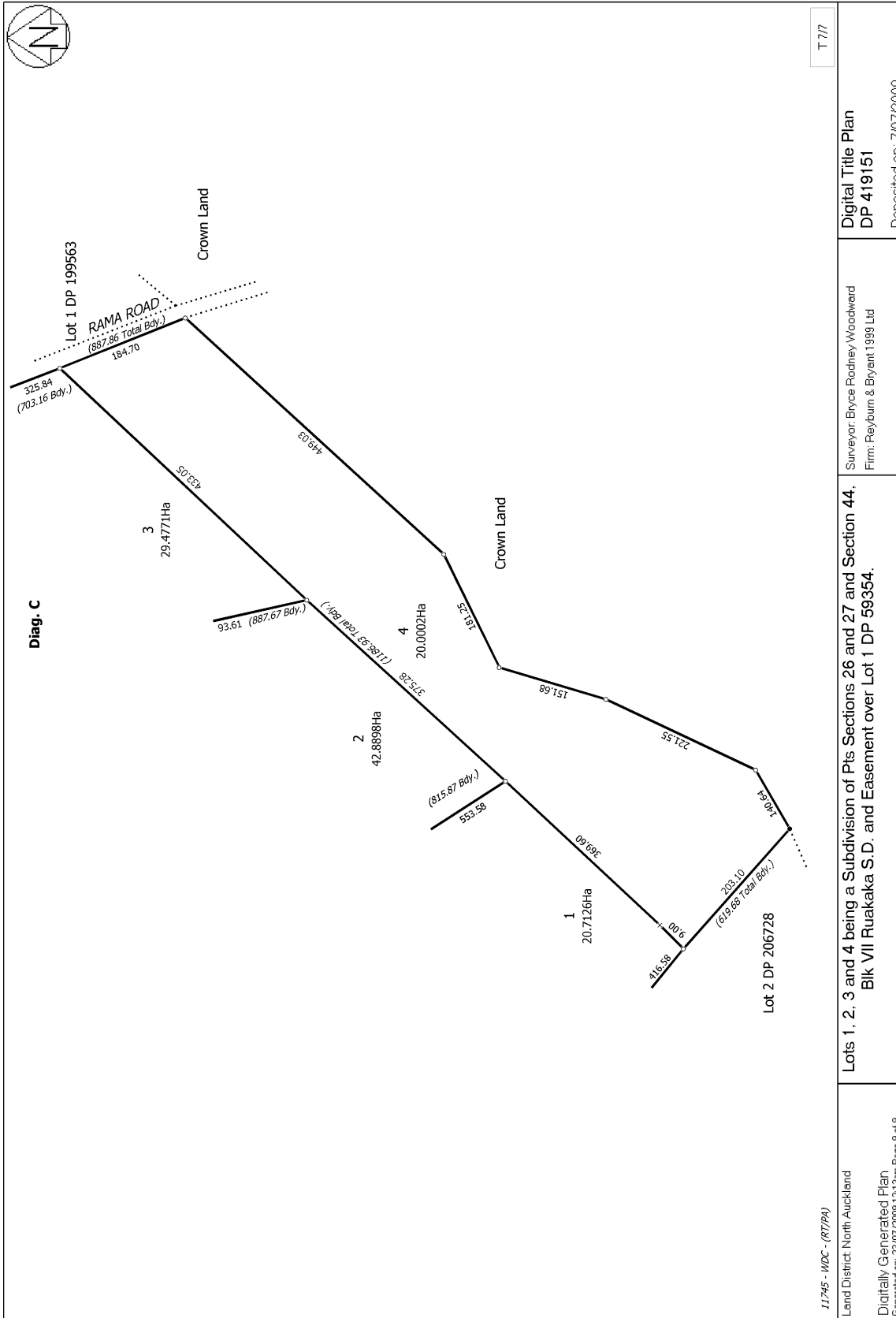
T 27	Digital Title Plan DP 419151 Deposited on: 7/07/2009	Surveyor: Bryce Rodney Woodward Firm: Reylburn & Bryant 1999 Ltd	Lots 1, 2, 3 and 4 being a Subdivision of Pts Sections 26 and 27 and Section 44, Blk VII Ruakaka S.D. and Easement over Lot 1 DP 59354.	11745 - WDC - (RT/PA) Land District North Auckland Digitally Generated Plan Generated on: 23/07/2009 12:13pm Page 4 of 9
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R.W. Muir
Registrar-General
of Land

Identifier 473409
Land Registration District North Auckland
Date Issued 07 July 2009

Prior References
NA6A/95

Estate Fee Simple
Area 42.8898 hectares more or less
Legal Description Lot 2 Deposited Plan 419151

Registered Owners
Meridian Energy Limited

Interests

Subject to Section 59 Land Act 1948

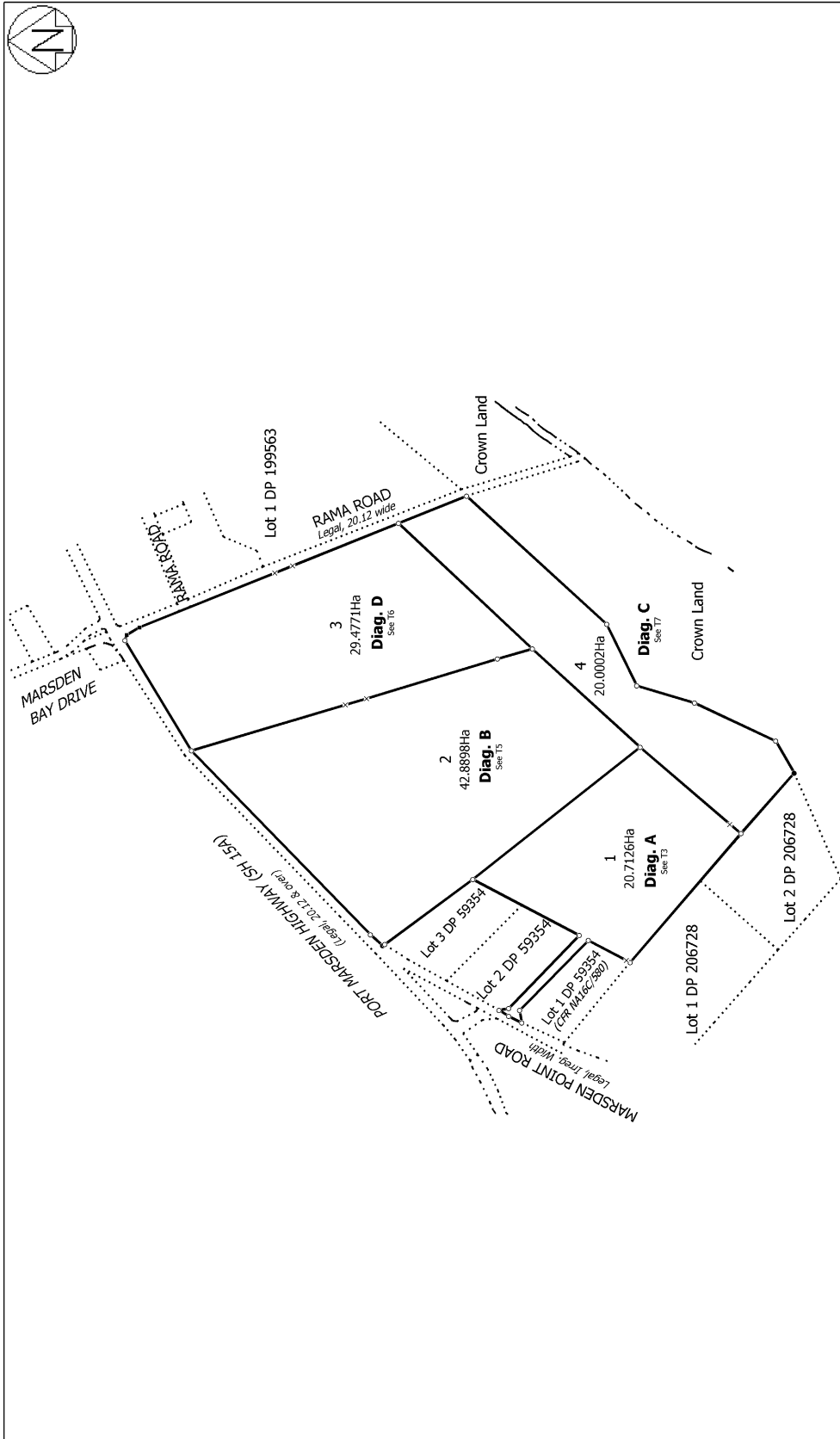
7301273.1 Notice pursuant to Section 94C Transit New Zealand Act 1989 declaring the adjoining State Highway 15A from State Highway 1 Intersection to Marsden Point to be a limited access road - 30.3.2007 at 9:00 am (see 7300756.1)

7301273.7 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 30.3.2007 at 9:00 am

8212617.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.7.2009 at 2:54 pm

8212617.10 Encumbrance to Northpower Limited - 7.7.2009 at 2:54 pm

8212617.13 Encumbrance to Whangarei District Council - 7.7.2009 at 2:54 pm



11745 - WDC - (RT/PA)

Land District North Auckland
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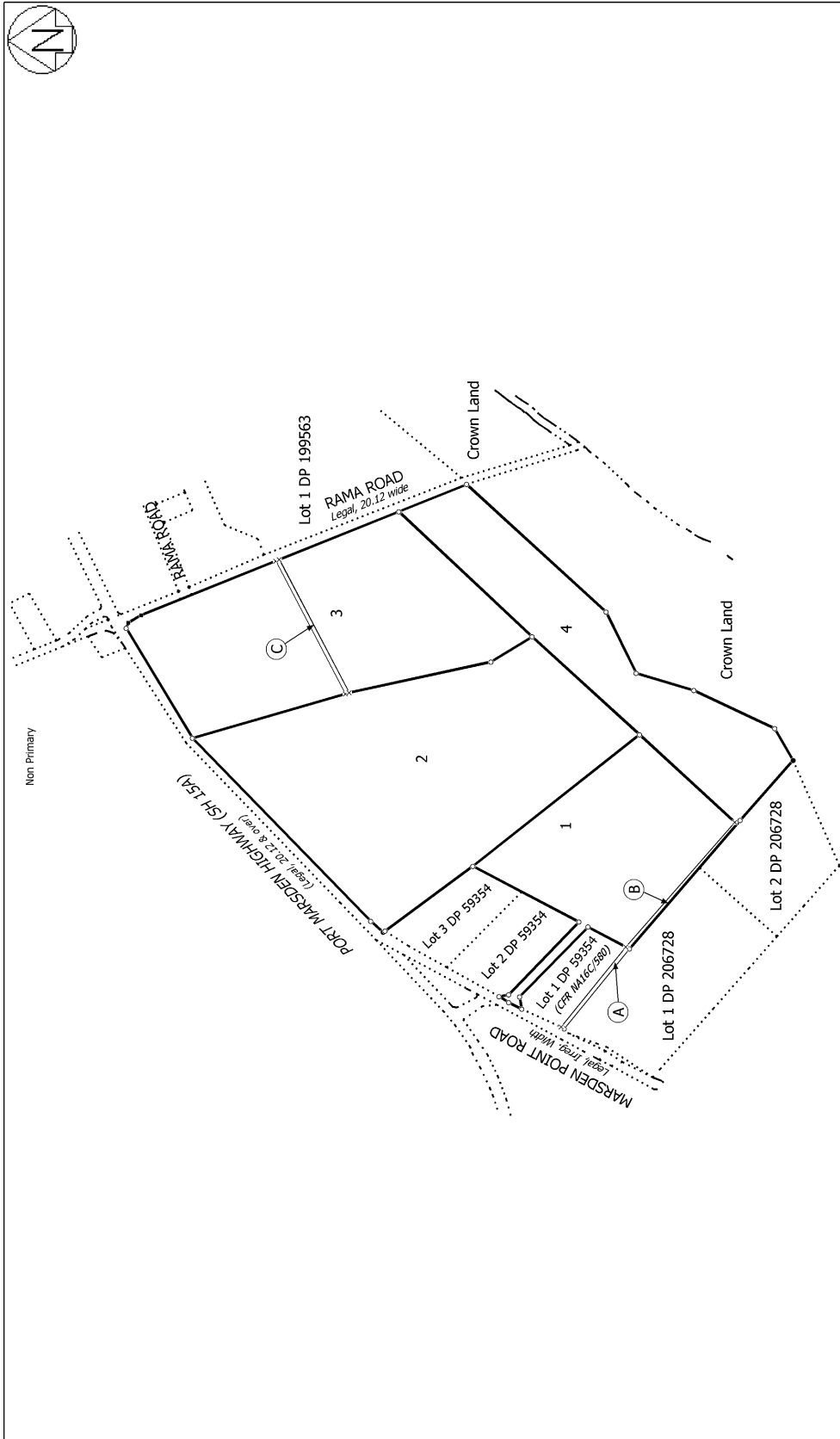
Lots 1, 2, 3 and 4 being a Subdivision of Pls Sections 26 and 27 and Section 44,
Blk VII Ruakaka S.D. and Easement over Lot 1 DP 59354.

Surveyor: Bryce Rodney Woodward
Firm: Reylburn & Bryant 1999 Ltd

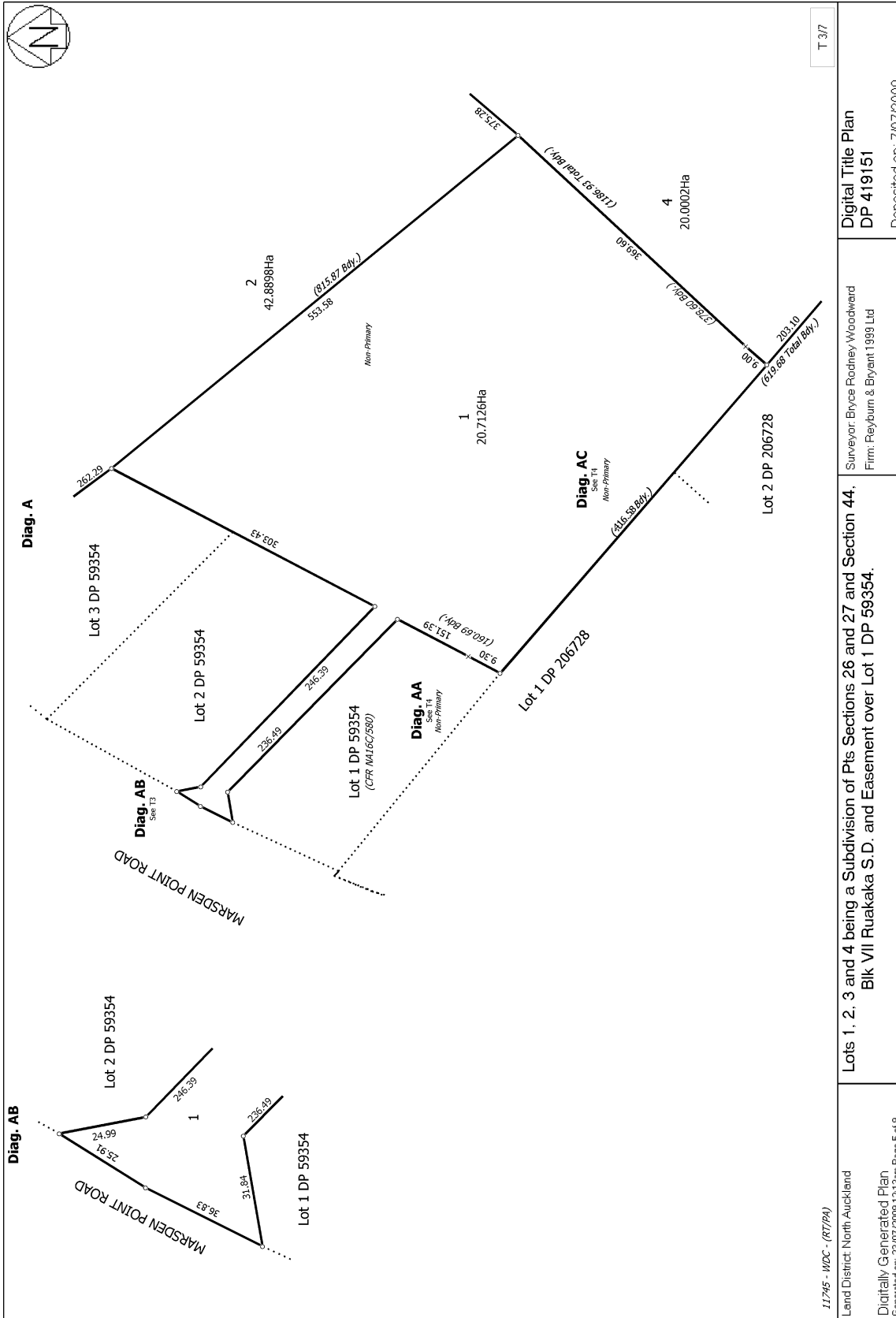
Digital Title Plan
DP 419151

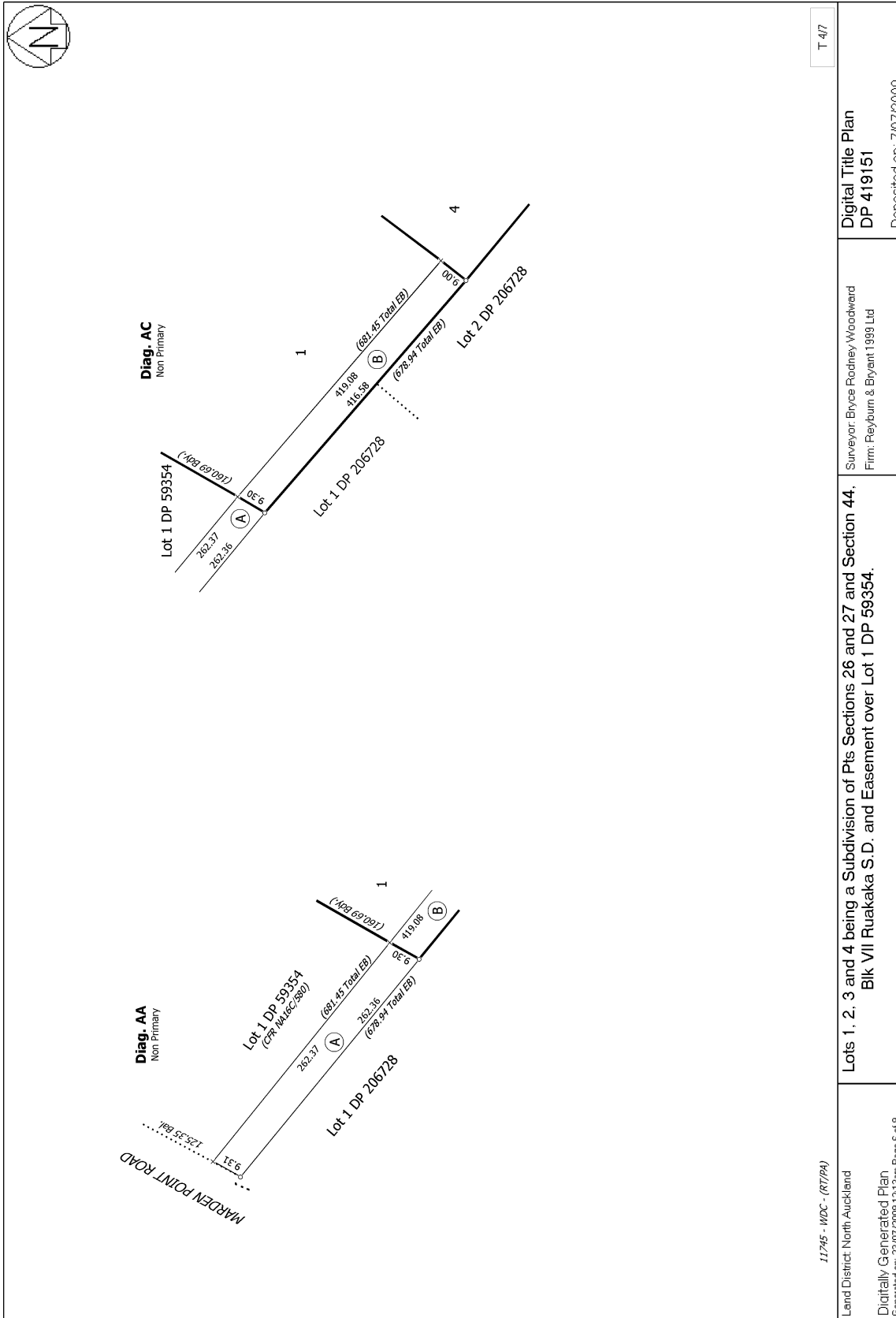
Deposited on: 7/07/2009

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11745 - WDC - (RT/PA) Land District North Auckland Digitally Generated Plan Generated on: 23/07/2009 12:13pm Page 4 of 9	Lots 1, 2, 3 and 4 being a Subdivision of Pts Sections 26 and 27 and Section 44, Blk VII Ruakaka S.D. and Easement over Lot 1 DP 59354.	Surveyor: Bryce Rodney Woodward Firm: Reylburn & Bryant 1999 Ltd	Digital Title Plan DP 419151 Deposited on: 7/07/2009	T 27
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11745 - WDC - (RT/PA)

Land District: North Auckland
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Generated on: 23/07/2009 12:13pm Page 6 of 9

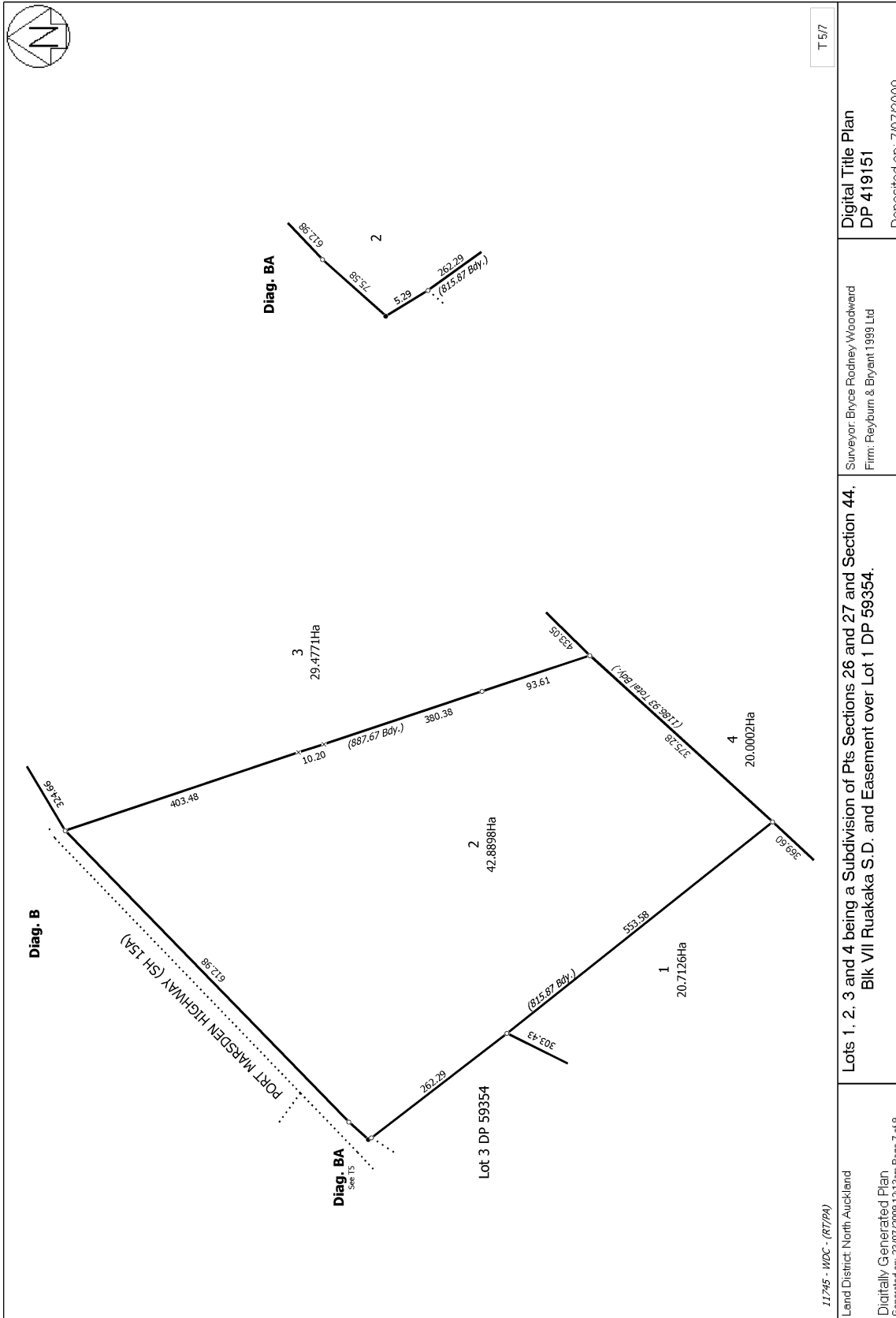
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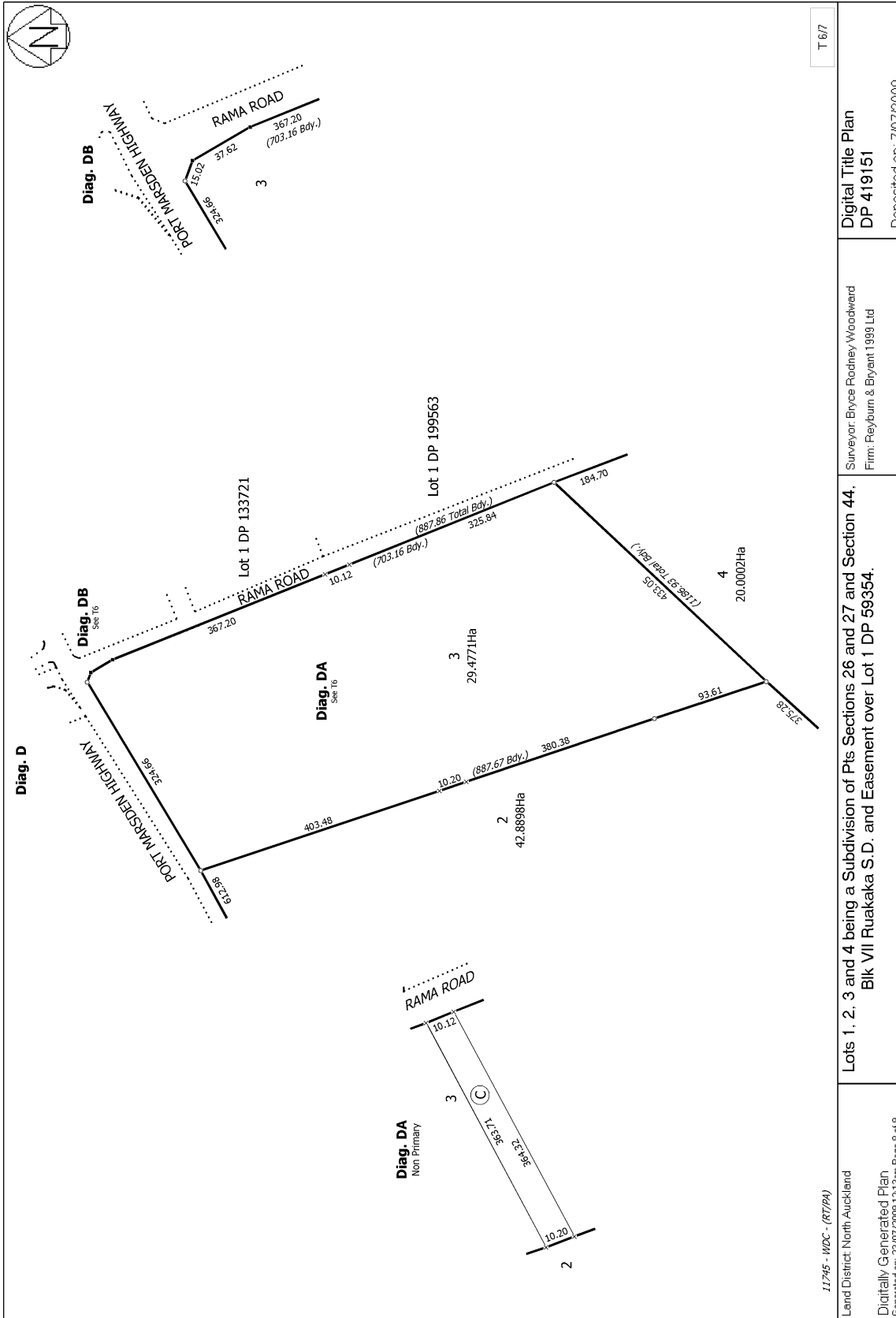
Surveyor: Bryce Rodney Woodward
Firm: Reyburn & Bryant 1999 Ltd

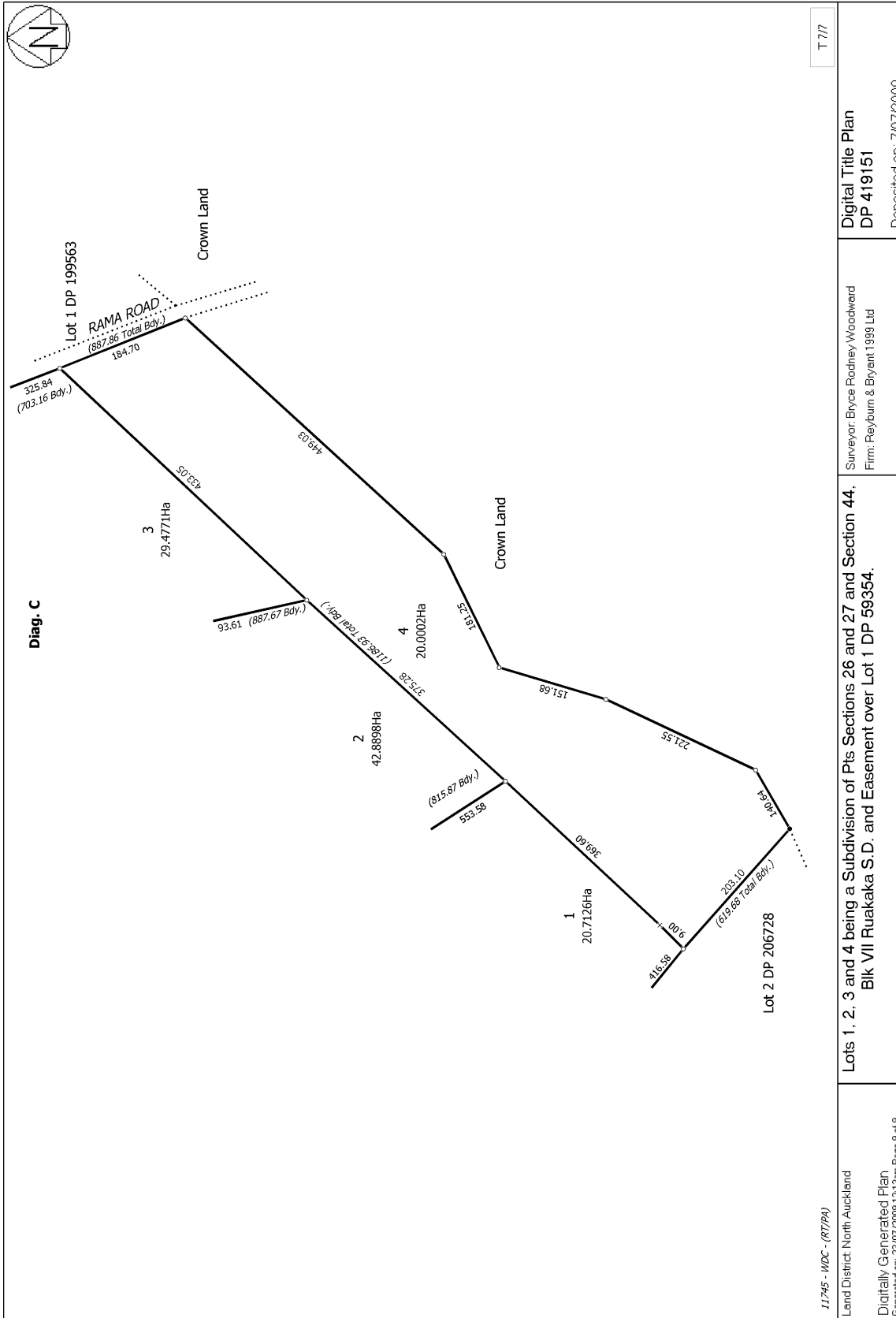
Digital Title Plan
DP 419151

Deposited on: 7/07/2009

T 4/7







T 7/7

Digital Title Plan
DP 419151

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Firm: Reylburn & Bryant 1999 Ltd

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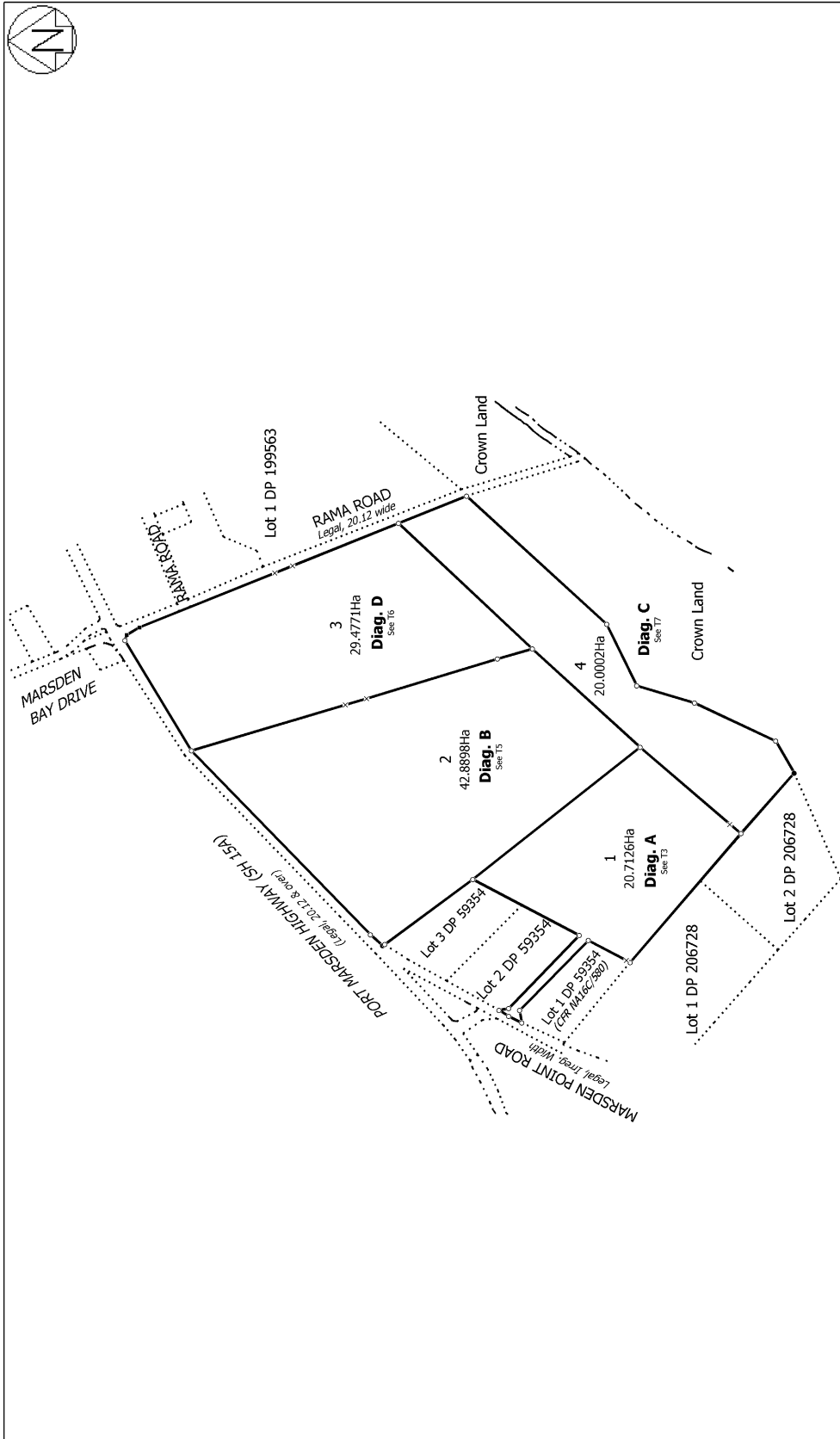
Identifier 473410
Land Registration District North Auckland
Date Issued 07 July 2009

Prior References
NA781/49

Estate Fee Simple
Area 29.4771 hectares more or less
Legal Description Lot 3 Deposited Plan 419151
Registered Owners
Meridian Energy Limited

Interests

Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the said land
Subject to drainage rights and rights of entry over part marked C DP 419151 created by Transfer 335882 - 18.7.1941 at 10.48 am
7301273.1 Notice pursuant to Section 94C Transit New Zealand Act 1989 declaring the adjoining State Highway 15A from State Highway 1 Intersection to Marsden Point to be a limited access road - 30.3.2007 at 9:00 am (see 7300756.1)
7301273.8 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 30.3.2007 at 9:00 am
7301273.9 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 30.3.2007 at 9:00 am
8212617.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.7.2009 at 2:54 pm
8212617.10 Encumbrance to Northpower Limited - 7.7.2009 at 2:54 pm
8212617.13 Encumbrance to Whangarei District Council - 7.7.2009 at 2:54 pm



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Land District North Auckland
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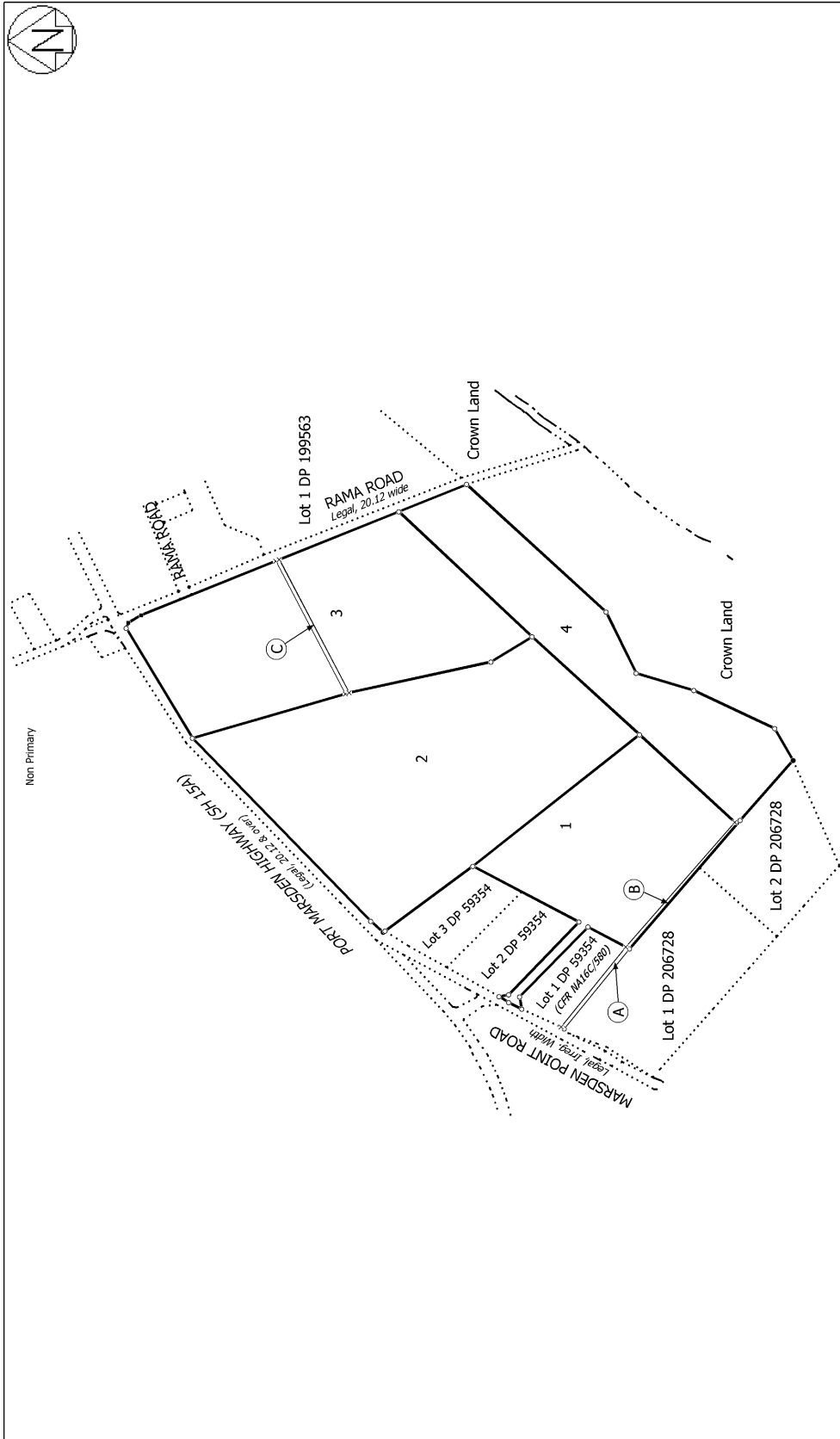
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Surveyor: Bryce Rodney Woodward
Firm: Reyburn & Bryant 1999 Ltd

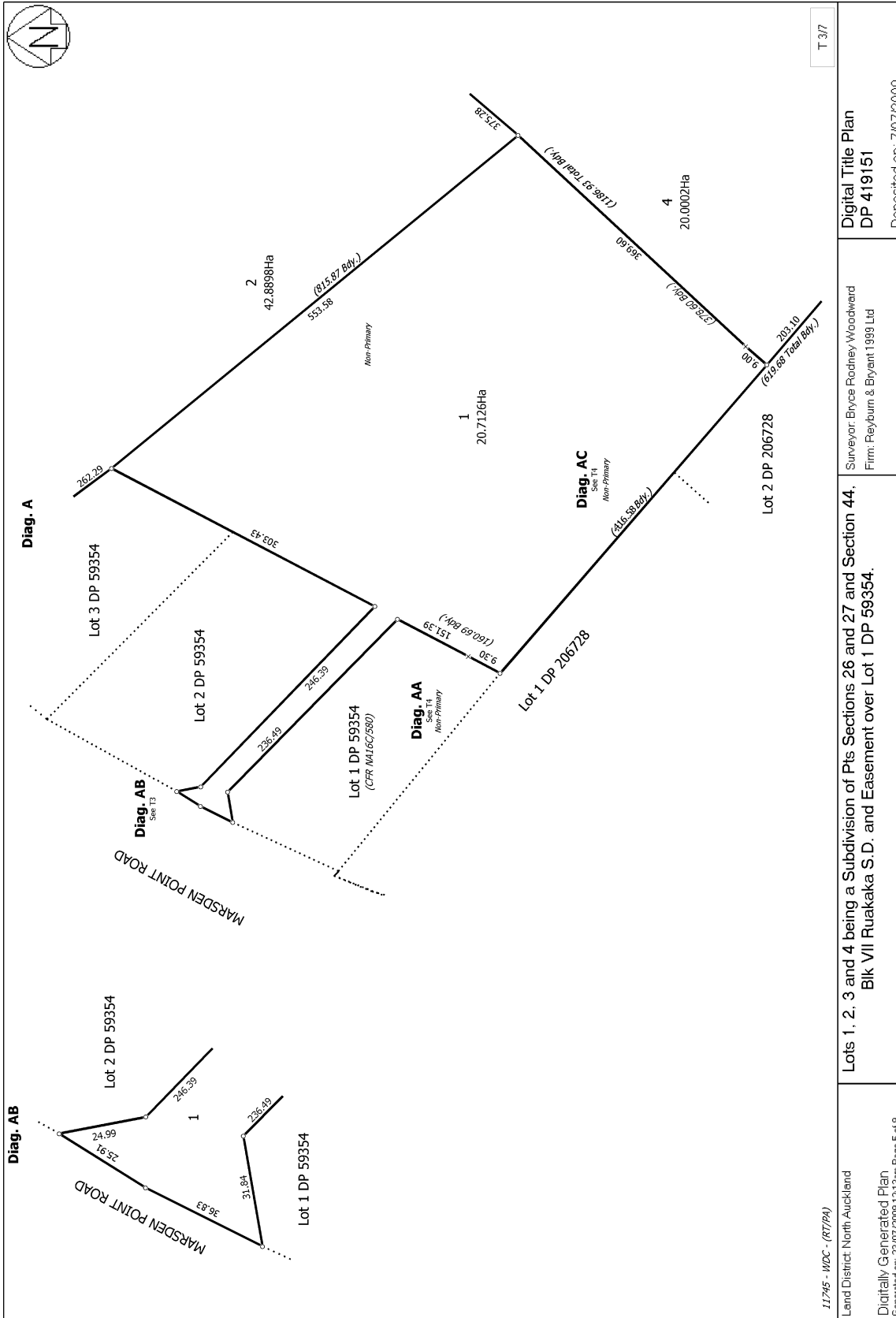
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DP 419151

Deposited on: 7/07/2009

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T 27	Digital Title Plan DP 419151 Deposited on: 7/07/2009	Surveyor: Bryce Rodney Woodward Firm: Reylburn & Bryant 1999 Ltd	Lots 1, 2, 3 and 4 being a Subdivision of Pts Sections 26 and 27 and Section 44, Blk VII Ruakaka S.D. and Easement over Lot 1 DP 59354.	11745 - WDC - (RT/PA) Land District North Auckland Digitally Generated Plan Generated on: 23/07/2009 12:13pm Page 4 of 9
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11745 - WDC - (RT/PA)

Land District North Auckland

Digitally Generated Plan

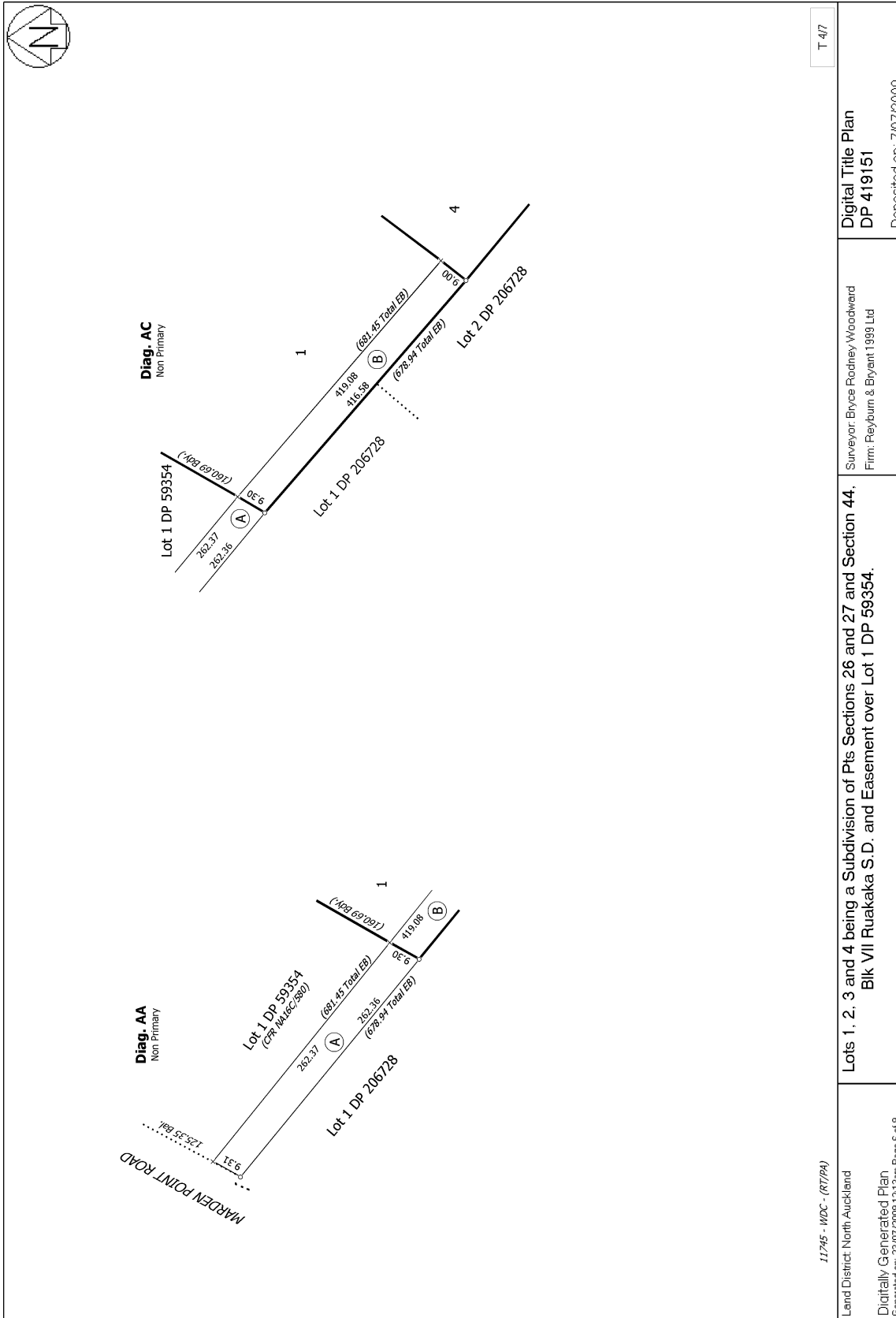
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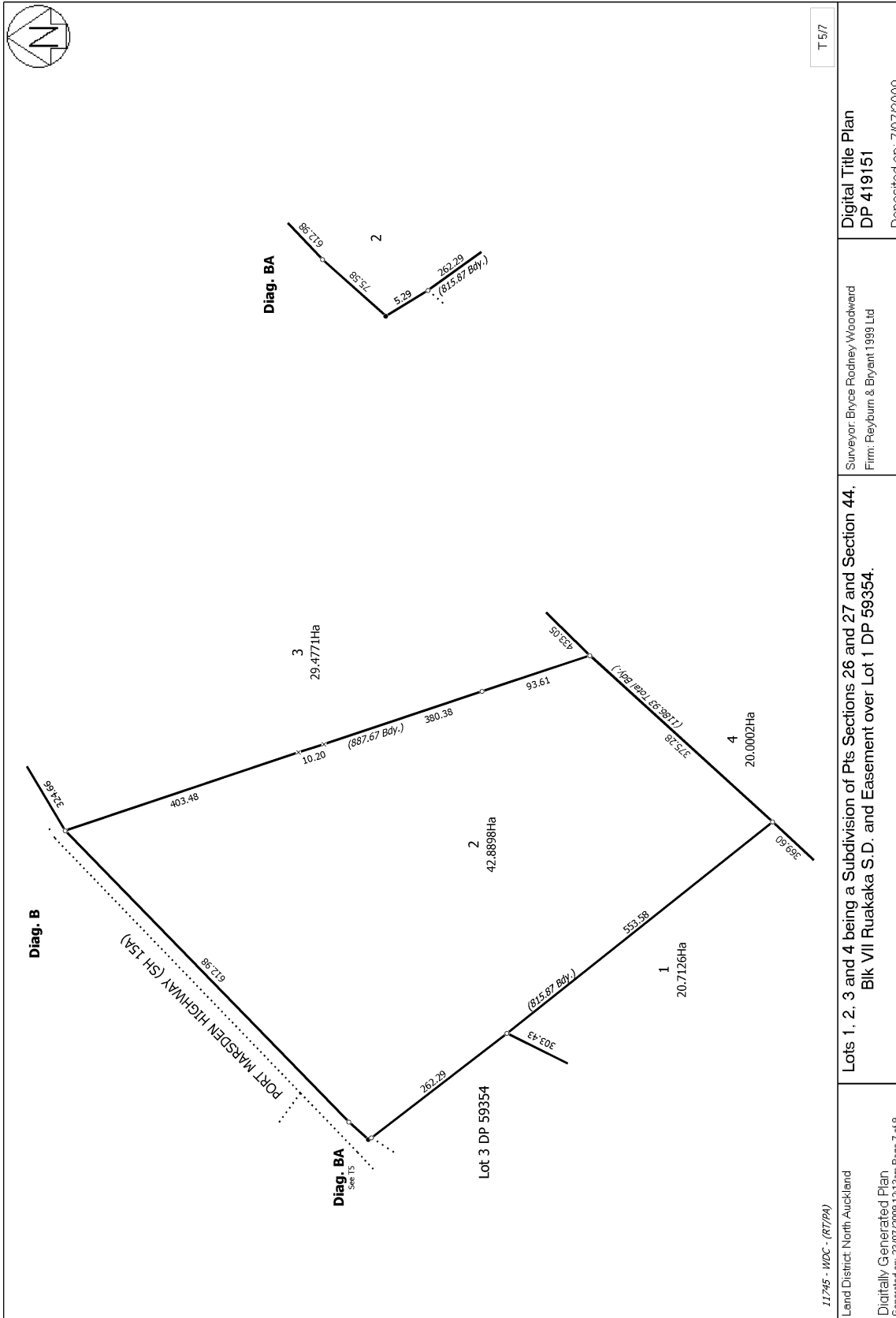
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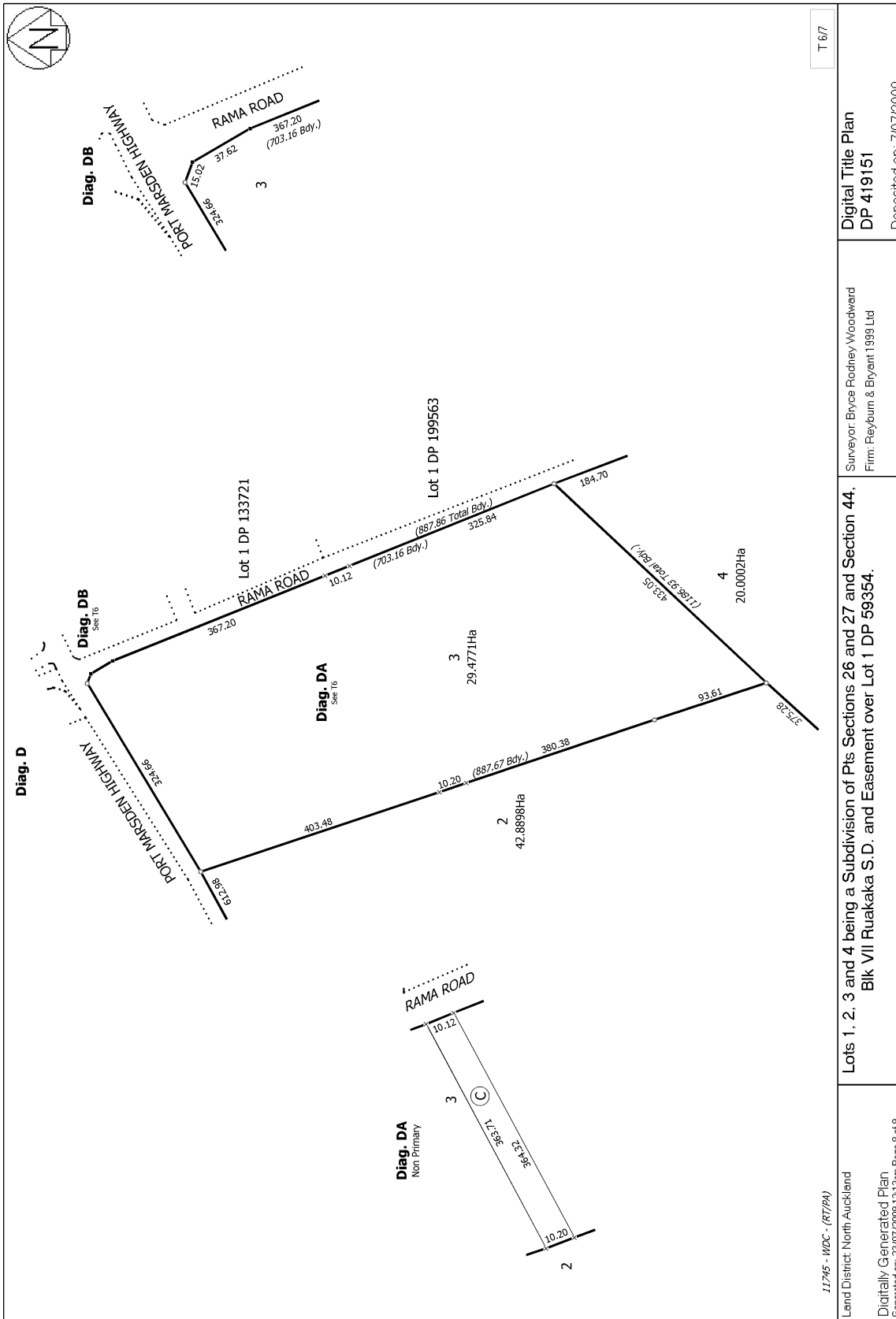
Surveyor: Bryce Rodney Woodward
Firm: Reylburn & Bryant 1999 Ltd

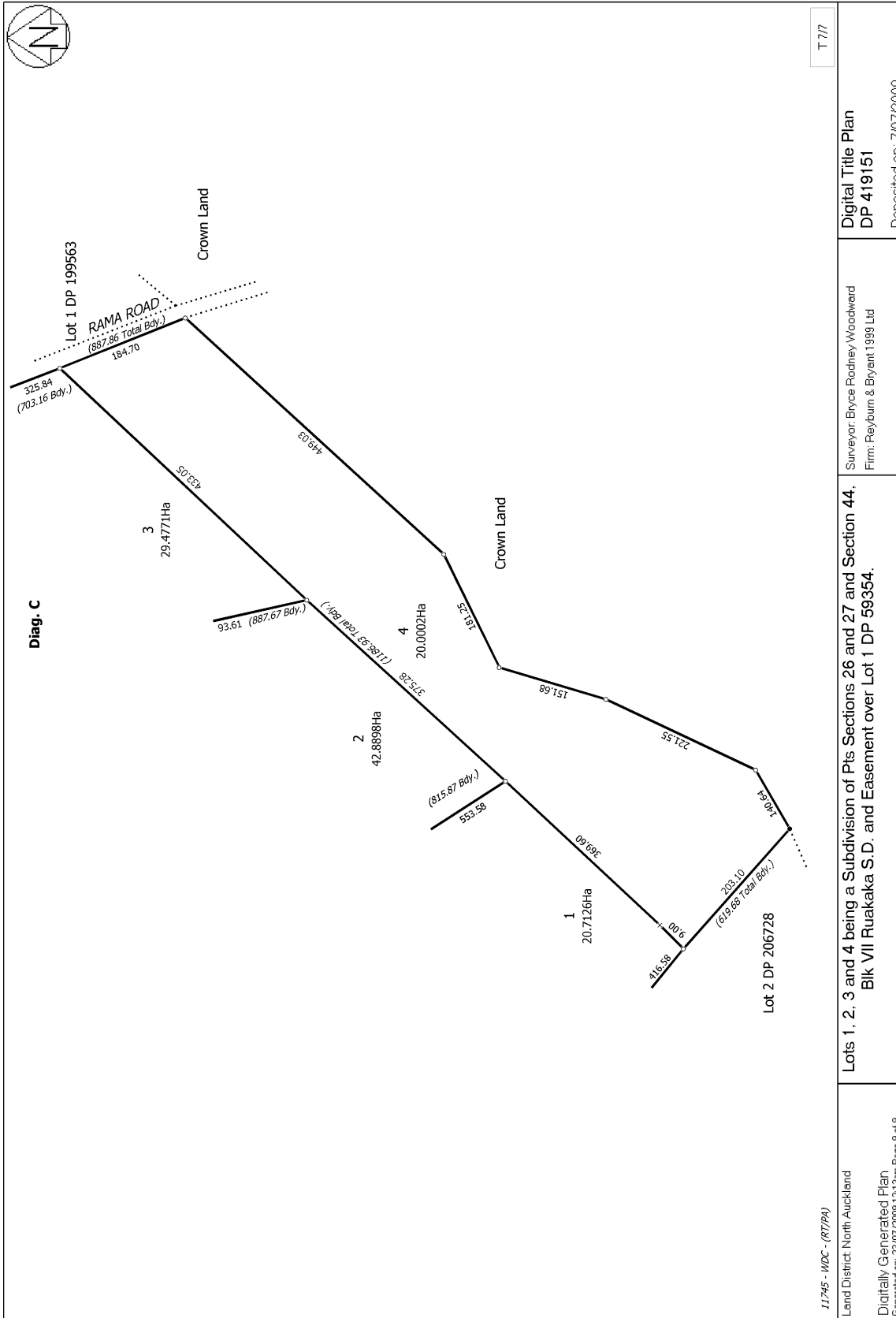
Digital Title Plan
DP 419151

Deposited on: 7/07/2009









T 7/7

Digital Title Plan
DP 419151

Surveyor: Bryce Rodney Woodward
Firm: Reylburn & Bryant 1999 Ltd

Lots 1, 2, 3 and 4 being a Subdivision of Pts Sections 26 and 27 and Section 44,
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Land District: North Auckland
Digitally Generated Plan
Generated on: 23/07/2009 12:13pm Page 9 of 9

Deposited on: 7/07/2009



**RECORD OF TITLE
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R.W. Muir
Registrar-General
of Land

Identifier **NA16C/580**
Land Registration District **North Auckland**
Date Issued 26 May 1969

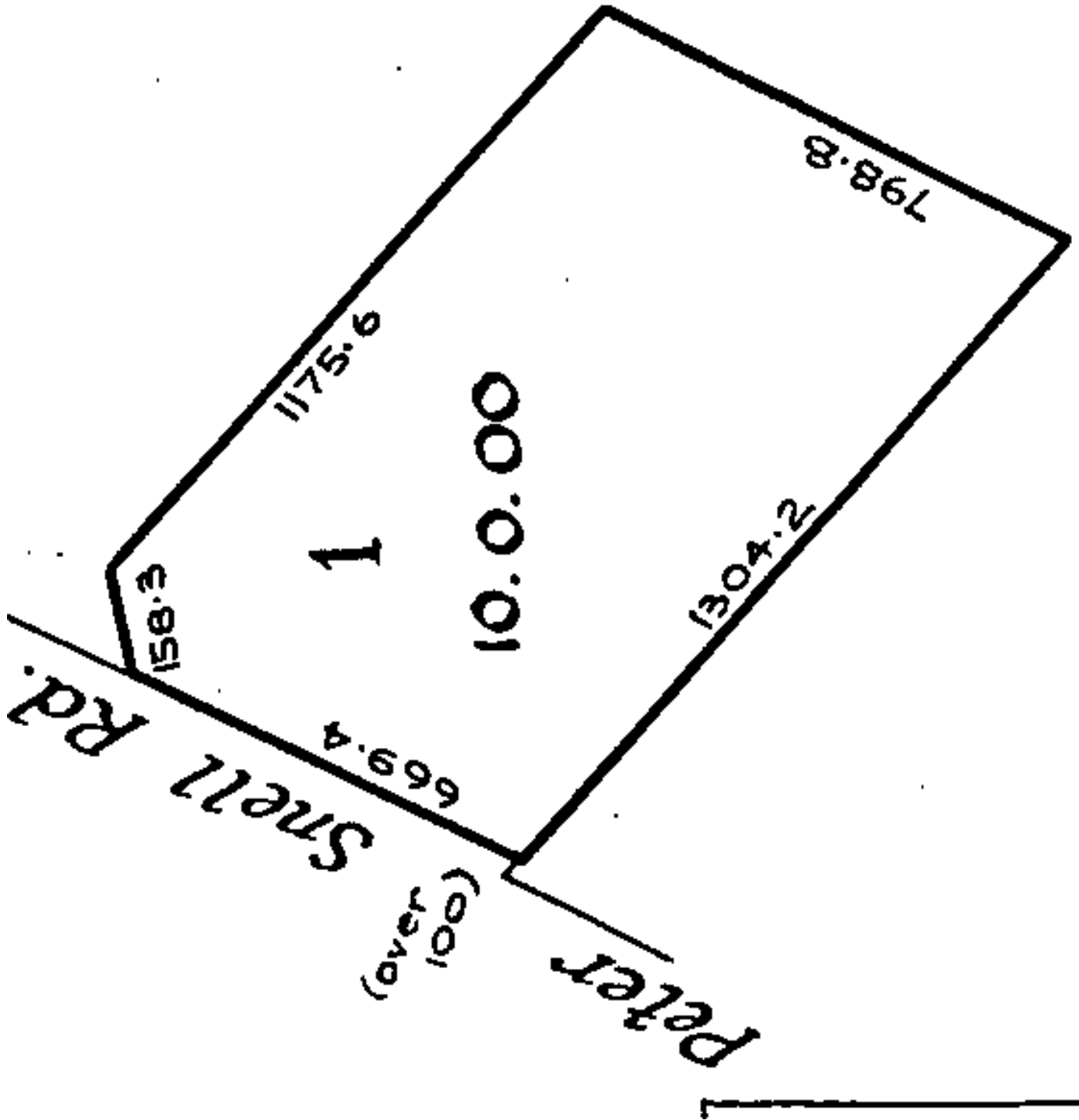
Prior References
NA1090/158

Estate Fee Simple
Area 4.0469 hectares more or less
Legal Description Lot 1 Deposited Plan 59354

Registered Owners
Meridian Energy Limited

Interests

Subject to a right of way over part marked A DP 419151 created by Easement Instrument 8212617.6 - 7.7.2009 at 2:54 pm
The easements created by Easement Instrument 8212617.6 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right of way, right to drain sewage & water and right to convey water & electricity in gross over part marked A DP 419151 to Whangarei District Council created by Easement Instrument 8212617.7 - 7.7.2009 at 2:54 pm
Some of the easements created by Easement Instrument 8212617.7 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to convey telecommunications and computer media in gross over part marked A DP 419151 to Telecom New Zealand Limited created by Easement Instrument 8212617.8 - 7.7.2009 at 2:54 pm
The easements created by Easement Instrument 8212617.8 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to convey electricity, telecommunications and computer media in gross over part marked A DP 419151 to Northpower Limited created by Easement Instrument 8212617.9 - 7.7.2009 at 2:54 pm
The easements created by Easement Instrument 8212617.9 are subject to Section 243 (a) Resource Management Act 1991





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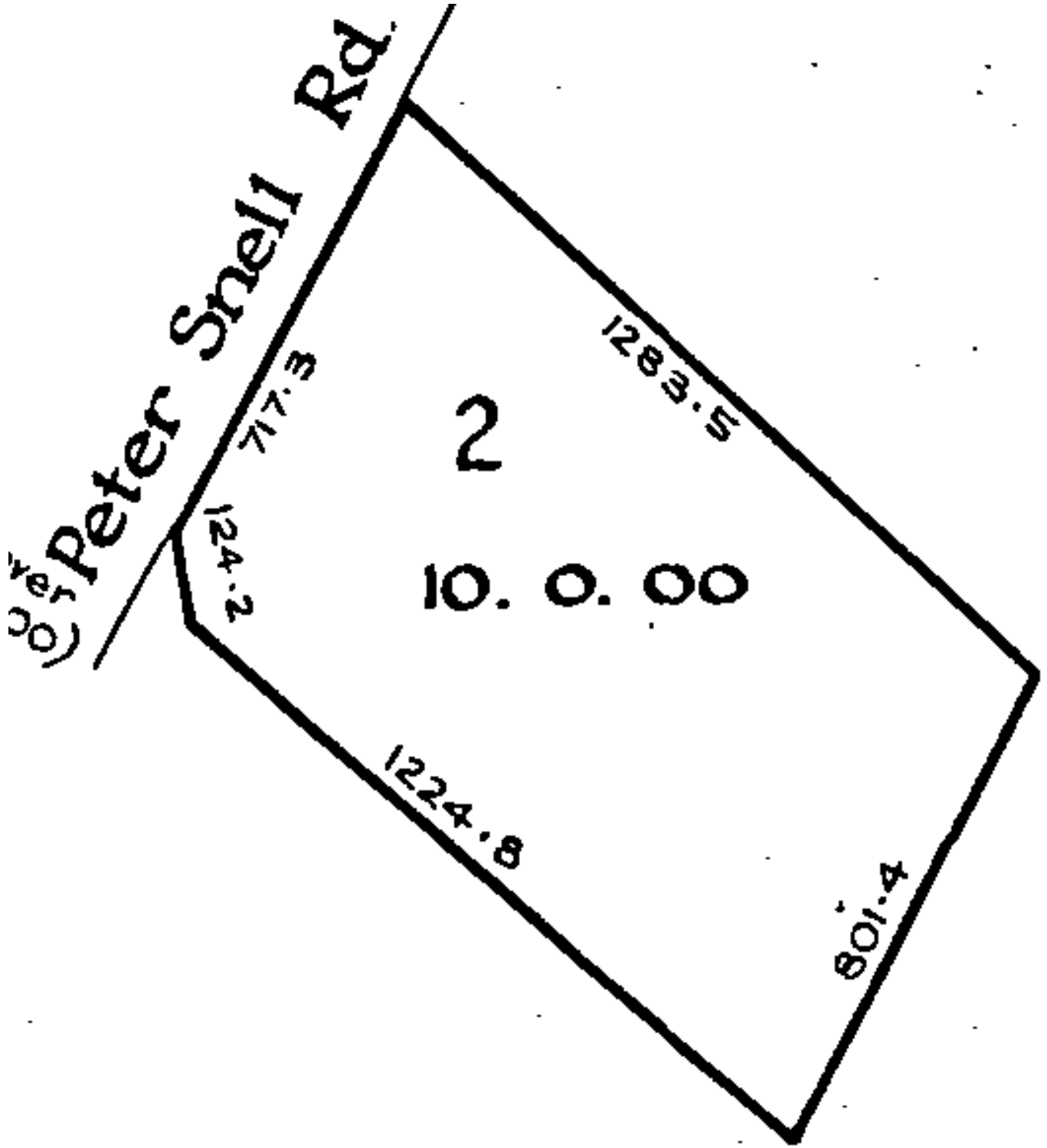
Identifier **NA16C/581**
Land Registration District **North Auckland**
Date Issued 26 May 1969

Prior References
NA1090/158

Estate Fee Simple
Area 4.0469 hectares more or less
Legal Description Lot 2 Deposited Plan 59354

Registered Owners
Meridian Energy Limited

Interests





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Registrar-General
of Land

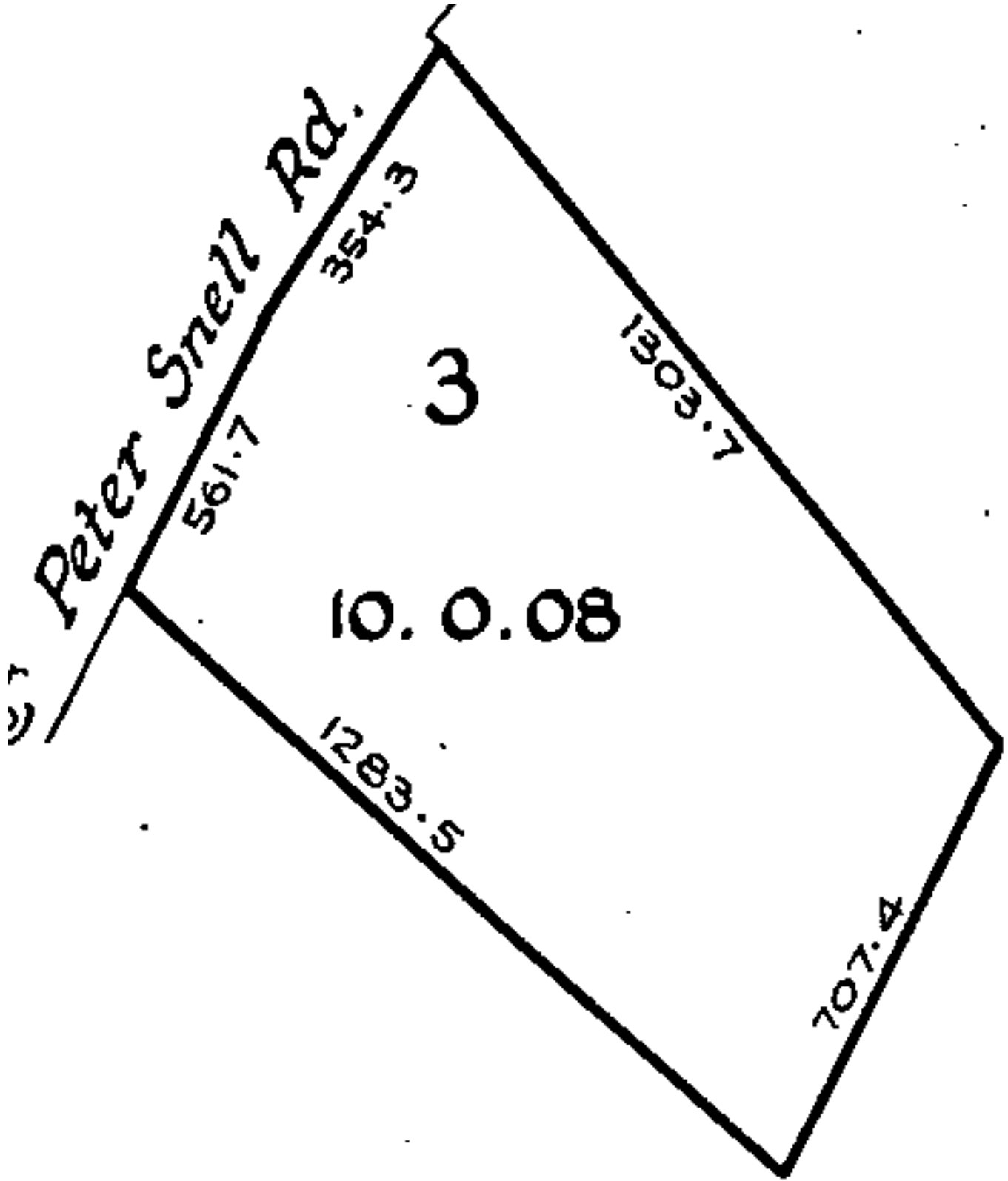
Identifier NA16C/582
Land Registration District North Auckland
Date Issued 26 May 1969

Prior References
NA1090/158

Estate Fee Simple
Area 4.0671 hectares more or less
Legal Description Lot 3 Deposited Plan 59354

Registered Owners
Meridian Energy Limited

Interests
8212617.13 Encumbrance to Whangarei District Council - 7.7.2009 at 2:54 pm



33582 TE

[Land & Deeds—81.

(C.)

18071941

[New Zealand



MEMORANDUM OF TRANSFER.

I, *DR is being created*
MARKO KORDOVAN BERCICH of RUAKAKA, Farmer, (hereinafter called the "Grantor") -----, being registered as the proprietor

(1) Here state nature of the estate or interest.

of an estate⁽¹⁾ in Fee-simple ----- subject, however, to such encumbrances, liens, and interests as are notified by memoranda

(2) District, county, hundred, or township.

underwritten or endorsed hereon, in all that piece of land situated in the⁽²⁾ Land District of NORTH AUCKLAND -----, containing⁽³⁾ 91 acres 1 rood 6 perches -----

(3) Here state the area, exclusive of roads intersecting the same, if any.

be the same a little more or less,⁽⁴⁾ being Section 26 Block VII Ruakaka Survey District and being the whole of the land comprised and described in Provisional Register Volume 187 Folio 142 Auckland Registry Subject to the Provisions of Part XIII of the Land Act 1924 and saving and excepting all minerals within the meaning of the said Act on or under the land and reserving always to His Majesty the King and all persons lawfully entitled to work the said minerals a right of ingress egress and regress over the said land IN CONSIDERATION of the sum of One Shilling paid to the Grantor by His Majesty the King DOTM HEREBY (subject to the covenants hereinafter contained) transfer and grant unto His Majesty the King his heirs and successors and his or their delegated authority (hereinafter called the "Crown") an Easement of full rights to convey water or drainage over the drain running through or bounding the land and shown coloured blue on the plan drawn hereon together with full and free rights of ingress egress and regress for his or their agents servants workmen or contractors to and over the said land or any portion thereof with or without horses vehicles or material for the purpose of repairing maintaining renewing or examining such drain as aforesaid or for carrying-out any works in connection therewith or in exercise of any of the powers or rights hereby reserved PROVIDED THAT the exercise of the rights hereby reserved shall be with due regard to the interests of the Grantor and shall be without interference with any buildings fencing cultivation or any improvements effected by him, AND FURTHER:

(4) Here state rights of way, privileges, or easements, if any, intended to be conveyed; and, if the land to be dealt with contains all that is included in an existing grant or certificate, refer thereto for description of parcels and diagrams; otherwise set forth the boundaries in chains, links or feet, and refer to the plan delineated on the margin or annexed to the instrument, or deposited in the Registry Office.

1. THAT if any dispute shall arise respecting the exercise of any of the powers and rights hereby reserved such dispute shall be referred to Arbitration in accordance with the Provisions of the Arbitration Act, 1908.
2. THAT the Grantor will maintain the main drain running through or bounding the said land to the satisfaction of the Crown.
3. THAT the Crown may at any time take any portion of the said land for drainage purposes without payment of compensation.
4. THAT in the event of the Grantor failing to observe the Provisions of Clause 2 hereof it shall be lawful for but not obligatory upon the Crown its agents workmen or servants to enter upon the said land and to carry out any maintenance work deemed by the Crown to be necessary and to recover from the Grantor or his successor in title the cost of same.

~~in consideration of the sum of~~ -----
~~paid to me by~~ -----
~~the receipt of which sum I hereby acknowledge~~ -----

~~do hereby transfer to the said~~ -----

(*) Or a lesser estate or interest, describing such lesser estate.

~~all my estate and interest(*) in the said piece of land~~ -----

In witness whereof I have hereunto subscribed my name, this 27th
day of June 1927

Signed on the day above named by the said

MARKO KORDOVAN BERICICH:

in the presence of)

M. Graybae,
J. J. J. J. J.
Chickland

M. K. BERICICH

Accepted:

L. J. Poff
Commissioner of Crown Lands.

SIGNED by LEO JOHN POFF abovenamed
Commissioner of Crown Lands for the
Land District of NORTH AUCKLAND ..
acting for and on behalf of His ..
Majesty the King in the presence of)

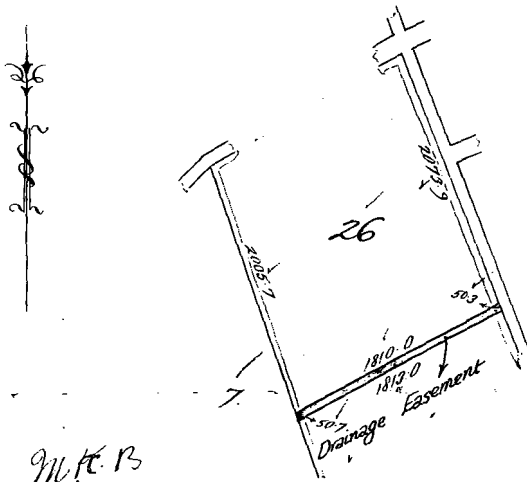
Witness: [Signature]
Occupation: Chief Survey Office
Address: Auckland

335882TE

18071941

INL13271

VII Ruakaka S.D.



29571
Scale: 10 Chains to an inch.
R. L. Innis, Chief Surveyor.
A. M. Linton, Surveyor.

Correct
[Signature]
L. T. Braughtsman,
24. 7. 41.

335882

TRANSFER OF Drainage Easement
over Section 26 Block VII
situated in Ruakaka Survey District

Correct for the purposes of the Land Transfer Act.

MARKO KORDOVAN BERCICH

Fellow
Grantor.

[Signature]
Solicitor for the Purchaser.

HIS MAJESTY THE KING:

Purchaser
Grantee

Commissioner of Crown Lands.

Provisional
Particulars entered in the Register-book, Vol. 187

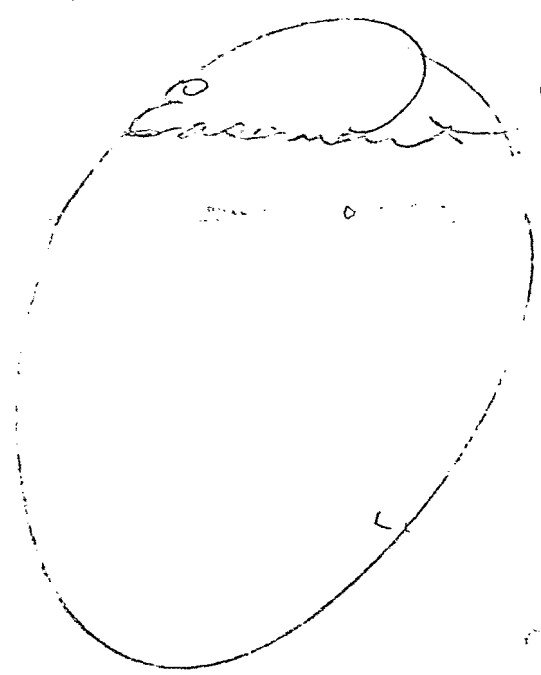
folio *142* *181129*
the *18th* day of *July 1941*
at *10-48* o'clock.

[Signature]
District Land Registrar.

of the district of

Auckland

L.500/10/39-19971



19/7/01

de 6 Las 100

[Handwritten mark]

10-48

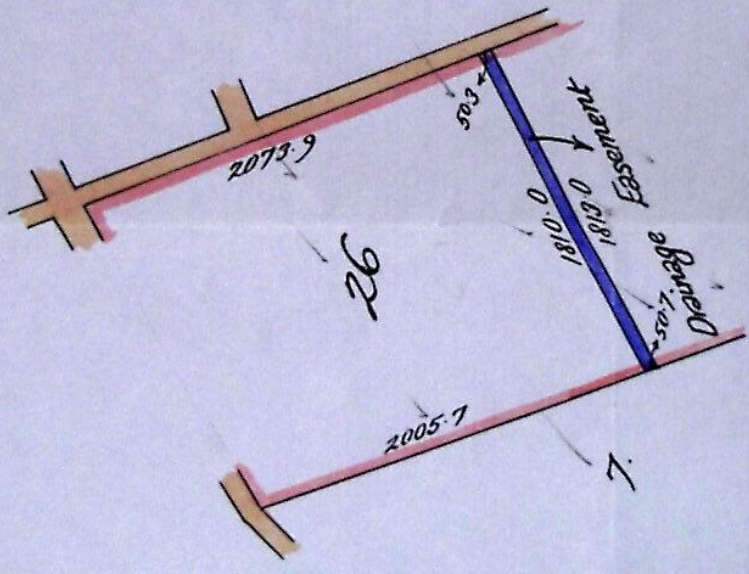


18071941

1N41327H

335882TE
18071941

VII Ruakaka S.D.



M.T.B

Coppect *[Signature]*
 L.T. Draughtsman,
 24. 4. 41

Scale: 10 Chains to an inch.
 R.L. Innes, Chief Surveyor.
 A.M. Linton, Surveyor.
[Signature] Draughtsman

29571A

NOTICE BY TRANSIT NEW ZEALAND AUTHORISING A CROSSING PLACE TO AND FROM A LIMITED ACCESS ROAD UNDER SECTION 91 TRANSIT NEW ZEALAND ACT 1989

State Highway No. 15A Declared Section: SH 1 INTERSECTION TO MARSDEN POINT

**DESCRIPTION OF LAND ADJOINING LIMITED ACCESS ROAD:
SEC 44 BLK VII RUAKAKA SD, CT NA6A/95 (the "Property")**

Authorisation of Crossing Place

1. Pursuant to Section 91 of the Transit New Zealand Act 1989 Transit New Zealand authorises the crossing place marked No 48 on plan numbered LA11/59/1 (*"the crossing place"*), at which crossing place vehicles may proceed to and from the Limited Access Road and from and to the property. A copy of the plan is available for inspection at the office of the Regional Manager, Transit New Zealand Auckland.
2. The crossing place shall be located on the road frontage 548m from the Northern boundary of the property.

CONDITIONS

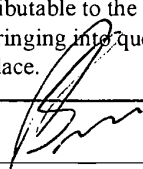
3. The owner of the land specified above shall advise the Auckland Regional Manager, without delay if any of the following occur:
 - (i) A change in the nature, scale of use of the crossing place; or
 - (ii) A change in the legal description of the property; or
 - (iii) The owner has any concerns regarding the safety to users of this crossing place or the safety of users of the State highway or the efficiency of the State highway in the vicinity of this crossing place.
4. If, as a result of a change in the nature or scale of use of the crossing place or the property:
 - (i) Transit New Zealand is satisfied that works to the crossing place are necessary to address safety or efficiency concerns relating to the crossing place or to the State highway adjacent to the crossing place (*"the required works"*); and
 - (ii) Transit New Zealand notifies the owner in writing of the required works (*"the notice of required works"*); The owner shall, at his/her cost, carry out the required works to the satisfaction of the Regional Manager, Transit New Zealand (Auckland), within the time specified in the notice of required works.

Advice Notes

- a) At the time of issue of this notice, the crossing place is used as access for vehicles associated with farming activity.
- b) If the crossing place was in existence at the time of the declaration of the State highway as a Limited Access Road, this notice does not confirm the acceptability of its safety or standard of design and construction for its current use. If the owner has any concerns in this regard, he/she should contact Transit New Zealand.
- c) Transit has standards for the design and construction of crossing places to State highways, and requires the owner to adopt those standards when making any changes to the use, location or design of the crossing place.
- d) A separate written permission from the Regional Manager in accordance with section 51 of the Transit New Zealand Act 1989, is required before any work may be done on the State highway, other than routine maintenance which is to be done by the owner of the property. This notice **does not** constitute that written permission.
- e) The owner's attention is drawn to the powers provided in section 91 of the Transit New Zealand Act 1989, to cancel the right to use a crossing place if the parcel of land has reasonably practicable legal access to some other road or has another authorised crossing place, and to cancel or vary conditions or impose further conditions, and to vary the location of the crossing place.
- f) Conditions 3 and 4 above have been included on this crossing place notice pursuant to s91(1)(a)(i) Transit New Zealand Act 1989 to enable Transit to assess for itself whether any change in use of the crossing place, property, or occurrence of any other relevant incident raises safety or efficiency issues which require addressing.
- g) Circumstances in which Transit would expect the landowner to advise the Regional Manager of concerns regarding the safety and efficiency of use of the crossing place, or State highway in the vicinity of the crossing place pursuant to subparagraph 3(ii) above include the occurrence of:
 - An accident which is directly or indirectly attributable to the use of the crossing place;
 - Any other incident (such as a near-accident) bringing into question the safety and efficiency of the crossing place or State highway in the vicinity of the crossing place.

Dated this 13th day of February 2007

SIGNED for and on behalf of Transit New Zealand


Peter John Murray Spies

Regional Manager - acting pursuant to delegated authority

C91 7301273.7 Notice ur

Cpy - 01/01, Pgs - 001, 29/03/07, 14:16



DocID: 312850966

NOTICE BY TRANSIT NEW ZEALAND AUTHORISING A CROSSING PLACE TO AND FROM A LIMITED ACCESS ROAD UNDER SECTION 91 TRANSIT NEW ZEALAND ACT 1989

State Highway No. 15A Declared Section: SH 1 INTERSECTION TO MARSDEN POINT

**DESCRIPTION OF LAND ADJOINING LIMITED ACCESS ROAD:
SEC 26 BLK VII RUAKAKA SD, CT NA781/49 (the "Property")**

Authorisation of Crossing Place

1. Pursuant to Section 91 of the Transit New Zealand Act 1989 Transit New Zealand authorises the crossing place marked No 49 on plan numbered LA11/59/1 (*"the crossing place"*), at which crossing place vehicles may proceed to and from the Limited Access Road and from and to the property. A copy of the plan is available for inspection at the office of the Regional Manager, Transit New Zealand Auckland.
2. The crossing place shall be located on the road frontage 153m from the Northern boundary of the property.

CONDITIONS

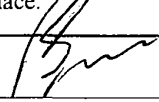
3. The owner of the land specified above shall advise the Auckland Regional Manager, without delay if any of the following occur:
 - (i) A change in the nature, scale of use of the crossing place; or
 - (ii) A change in the legal description of the property; or
 - (iii) The owner has any concerns regarding the safety to users of this crossing place or the safety of users of the State highway or the efficiency of the State highway in the vicinity of this crossing place.
4. If, as a result of a change in the nature or scale of use of the crossing place or the property:
 - (i) Transit New Zealand is satisfied that works to the crossing place are necessary to address safety or efficiency concerns relating to the crossing place or to the State highway adjacent to the crossing place (*"the required works"*); and
 - (ii) Transit New Zealand notifies the owner in writing of the required works (*"the notice of required works"*); The owner shall, at his/her cost, carry out the required works to the satisfaction of the Regional Manager, Transit New Zealand (Auckland), within the time specified in the notice of required works.

Advice Notes

- a) At the time of issue of this notice, the crossing place is used as access for vehicles associated with farming activity.
- b) If the crossing place was in existence at the time of the declaration of the State highway as a Limited Access Road, this notice does not confirm the acceptability of its safety or standard of design and construction for its current use. If the owner has any concerns in this regard, he/she should contact Transit New Zealand.
- c) Transit has standards for the design and construction of crossing places to State highways, and requires the owner to adopt those standards when making any changes to the use, location or design of the crossing place.
- d) A separate written permission from the Regional Manager in accordance with section 51 of the Transit New Zealand Act 1989, is required before any work may be done on the State highway, other than routine maintenance which is to be done by the owner of the property. This notice **does not** constitute that written permission.
- e) The owner's attention is drawn to the powers provided in section 91 of the Transit New Zealand Act 1989, to cancel the right to use a crossing place if the parcel of land has reasonably practicable legal access to some other road or has another authorised crossing place, and to cancel or vary conditions or impose further conditions, and to vary the location of the crossing place.
- f) Conditions 3 and 4 above have been included on this crossing place notice pursuant to s91(1)(a)(i) Transit New Zealand Act 1989 to enable Transit to assess for itself whether any change in use of the crossing place, property, or occurrence of any other relevant incident raises safety or efficiency issues which require addressing.
- g) Circumstances in which Transit would expect the landowner to advise the Regional Manager of concerns regarding the safety and efficiency of use of the crossing place, or State highway in the vicinity of the crossing place pursuant to subparagraph 3(ii) above include the occurrence of:
 - An accident which is directly or indirectly attributable to the use of the crossing place;
 - Any other incident (such as a near-accident) bringing into question the safety and efficiency of the crossing place or State highway in the vicinity of the crossing place.

Dated this 13th day of February 2007

SIGNED for and on behalf of Transit New Zealand


Peter John Murray Spies

Regional Manager - acting pursuant to delegated authority

C91 7301273.8 Notice ur

Cpy - 01/01, Page - 001, 29/03/07, 14:16



DocID: 312860964

NOTICE BY TRANSIT NEW ZEALAND AUTHORISING A CROSSING PLACE TO AND FROM A LIMITED ACCESS ROAD UNDER SECTION 91 TRANSIT NEW ZEALAND ACT 1989

State Highway No. 15A Declared Section: SH 1 INTERSECTION TO MARSDEN POINT

**DESCRIPTION OF LAND ADJOINING LIMITED ACCESS ROAD:
SEC 26 BLK VII RUAKAKA SD, CT NA781/49 (the "Property")**

Authorisation of Crossing Place

1. Pursuant to Section 91 of the Transit New Zealand Act 1989 Transit New Zealand authorises the crossing place marked No 50 on plan numbered LA11/59/1 (*"the crossing place"*), at which crossing place vehicles may proceed to and from the Limited Access Road and from and to the property. A copy of the plan is available for inspection at the office of the Regional Manager, Transit New Zealand Auckland.
2. The crossing place shall be located on the road frontage 57m from the Northern boundary of the property.

CONDITIONS

3. The owner of the land specified above shall advise the Auckland Regional Manager, without delay if any of the following occur:
 - (i) A change in the nature, scale of use of the crossing place; or
 - (ii) A change in the legal description of the property; or
 - (iii) The owner has any concerns regarding the safety to users of this crossing place or the safety of users of the State highway or the efficiency of the State highway in the vicinity of this crossing place.
4. If, as a result of a change in the nature or scale of use of the crossing place or the property:
 - (i) Transit New Zealand is satisfied that works to the crossing place are necessary to address safety or efficiency concerns relating to the crossing place or to the State highway adjacent to the crossing place (*"the required works"*); and
 - (ii) Transit New Zealand notifies the owner in writing of the required works (*"the notice of required works"*); The owner shall, at his/her cost, carry out the required works to the satisfaction of the Regional Manager, Transit New Zealand (Auckland), within the time specified in the notice of required works.

Advice Notes

- a) At the time of issue of this notice, the crossing place is used as access for vehicles associated with farming activity.
- b) If the crossing place was in existence at the time of the declaration of the State highway as a Limited Access Road, this notice does not confirm the acceptability of its safety or standard of design and construction for its current use. If the owner has any concerns in this regard, he/she should contact Transit New Zealand.
- c) Transit has standards for the design and construction of crossing places to State highways, and requires the owner to adopt those standards when making any changes to the use, location or design of the crossing place.
- d) A separate written permission from the Regional Manager in accordance with section 51 of the Transit New Zealand Act 1989, is required before any work may be done on the State highway, other than routine maintenance which is to be done by the owner of the property. This notice **does not** constitute that written permission.
- e) The owner's attention is drawn to the powers provided in section 91 of the Transit New Zealand Act 1989, to cancel the right to use a crossing place if the parcel of land has reasonably practicable legal access to some other road or has another authorised crossing place, and to cancel or vary conditions or impose further conditions, and to vary the location of the crossing place.
- f) Conditions 3 and 4 above have been included on this crossing place notice pursuant to s91(1)(a)(i) Transit New Zealand Act 1989 to enable Transit to assess for itself whether any change in use of the crossing place, property, or occurrence of any other relevant incident raises safety or efficiency issues which require addressing.
- g) Circumstances in which Transit would expect the landowner to advise the Regional Manager of concerns regarding the safety and efficiency of use of the crossing place, or State highway in the vicinity of the crossing place pursuant to subparagraph 3(ii) above include the occurrence of:
 - An accident which is directly or indirectly attributable to the use of the crossing place;
 - Any other incident (such as a near-accident) bringing into question the safety and efficiency of the crossing place or State highway in the vicinity of the crossing place.

Dated this 13th day of February 2007

SIGNED for and on behalf of Transit New Zealand

Peter John Murray Spies

Regional Manager - acting pursuant to delegated authority

C91 7301273.9 Notice ur

Cpy - 01/01, Pgs - 001, 29/03/07, 14:16



DocID: 312860963

View Instrument Details



Instrument No 8212617.5
Status Registered
Date & Time Lodged 07 July 2009 14:54
Lodged By Yearbury, Donna
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
473408	North Auckland
473409	North Auckland
473410	North Auckland
473411	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Matthew Joseph Carroll as Territorial Authority Representative on 07/07/2009 09:41 AM

*** End of Report ***

IN THE MATTER of the Resource Management Act
1991 ("the Act")

A N D

IN THE MATTER of a subdivision consent as
evidenced by Land Transfer Plan
No. 419151

A N D

IN THE MATTER of a Consent Notice issued pursuant
to Section 221 of the Act by
WHANGAREI DISTRICT
COUNCIL ("the Council")

IT IS HEREBY CERTIFIED that the following conditions to be complied with on a continuing basis by the subdividing owner and subsequent owners were imposed by the Council as conditions of approval for the subdivision as effected by Land Transfer Plan No. 419151 ("the plan")

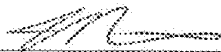
1. Prior to any development on lot 1 on the plan that includes any form of ground disturbance, other than expressly permitted by the subdivision evidenced by the plan, a detailed archaeological assessment based on subsurface testing shall be carried out and the result submitted to the Council's Resource Consents Manager.
2. Upon any activity other than farming being undertaken on lot 3 on the plan ("lot 3") Crossing Places 49 and 50 as are approved by NZ Transport Agency ("NZTA") for access off State Highway 15A to lot 3 shall be closed and thereafter all future access to and from lot 3 shall be via Rama Road.
3. Upon any activity other than farming being undertaken on lot 2 on the plan ("lot 2") access to lot 2 by means of Crossing Place 48 as approved by NZTA from State Highway 15A shall be upgraded to NZTA's Diagram C standard, as such standard applies at the date of this notice, with all construction drawings for such upgrade showing full details of the upgraded Crossing Place and associated works to be forwarded to NZTA's network consultants for the Whangarei area for approval 15 working days before the commencement of such work such drawings to show full details of the requirements and terms of the NZTA's Diagram C standard with work not to commence on site until written approval has been granted.

- 2 -

4. Prior to any development on lot 2 and lot 3 that includes any form of ground disturbance, other than expressly permitted by the subdivision evidenced by the plan, a detailed archaeological assessment based on subsurface testing shall be carried out and the result submitted to the Council's Resource Consents Manager.
5. No building shall be constructed on lot 4 on the plan ("lot 4") for residential occupation or business activities that are not associated with effluent disposal.
6. The formation of the rights of way marked "A" and "B" on the plan, including the vehicle crossing shall be constructed in accordance with the Council's Environmental Engineering Standards once the construction of the effluent disposal system on lot 4 has been completed unless other suitable legal and formed access has been established to the satisfaction of the Council's Senior Environmental Engineering Officer.
7. Prior to any ground disturbance on lot 4, other than the formation of the access as permitted by the subdivision evidenced by the plan, details of the measures taken to avoid the archaeological site referred to as NZAA Q07/980 are to be submitted to the Council's Resource Consents Manager.

DATED at Whangarei this 24th day of June 2009

SIGNED for WHANGAREI DISTRICT COUNCIL
pursuant to the authority of the Council given pursuant to the
Local Government Act 2002 and the Resource Management
Act 1991



.....
Authorized Signatory

View Instrument Details



Instrument No 8212617.6
Status Registered
Date & Time Lodged 07 July 2009 14:54
Lodged By Yearbury, Donna
Instrument Type Easement Instrument



Affected Computer Registers	Land District
473408	North Auckland
473411	North Auckland
NA16C/580	North Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Matthew Joseph Carroll as Grantor Representative on 07/07/2009 09:41 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 Matthew Joseph Carroll as Grantee Representative on 07/07/2009 09:42 AM

*** End of Report ***

Form B

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

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

Grantor

LAND RESOURCES (J) LIMITED

Grantee

LAND RESOURCES (J) LIMITED and LAND RESOURCES (FP) 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; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	Marked "A" on DP 419151	NA16C/580	473408 and 473411
	Marked "B" on DP 419151	473408	473411

Form B *continued*

Annexure Schedule 2

Page 2 of 4 Pages

Insert instrument type

Easement

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 added to by the provisions set out in Annexure Schedule 2

Covenant provisions

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

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

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

[Annexure Schedule]

Form L

Annexure Schedule 2

Page 3 of 4 Pages

Insert instrument type

Easement

Interpretation

- 1 **In this instrument unless the context otherwise requires:**
- 1.1 **"Grantor"** and **"the Grantor"** means Land Resources (J) Limited and its transferees and successors in title.
- 1.2 **"Grantee"** and **"the Grantee"** means Land Resources (J) Limited and Land Resources (FP) Limited.
- 1.3 **"Servient Tenement"** means the lands comprised in Certificates of Title CFR NA16C/580 and CFR 473408.
- 1.4 **"the Easement Land"** means those areas marked "A" and "B" on Deposited Plan 419151.
- 1.5 **"the easement rights"** means the easement rights granted pursuant to this instrument.

Easement Rights

- 2 The Grantor grants to the Grantee together with the Grantee's tenants, agents, workmen, contractors, licensees and invitees an easement of a right of way over, along and under that part of the Servient Tenement as is shown marked with the letters "A" and "B" on Deposited Plan 419151.

Future Road Access Desired by the Grantor and Grantee

- 3 The Grantor and Grantee desire access to the right of way over the adjacent land being that contained in CFR NA135A/815 and CFR NA135A/816, such currently being registered in the name of JB & RM Keith Trustees Limited (**"the adjacent land"**), to enable legal road access to the Servient Tenement. Creation of a legal access road over the Servient Tenement depends on the Whangarei District Council creating such legal road access, and in particular, the Whangarei District Council obtaining the necessary consents from JB & RM Keith Trustees Limited (or any subsequent registered proprietor).

Easement Rights granted under this instrument are subject to the following:

- 4 To give effect to the intention set out in clause 3, the rights granted under this easement instrument are subject to the following:
- 4.1 to enable legal road access to be created through the adjacent land to serve the Servient Tenement, the Grantor will make available a strip of land approximately 3 metres wide along the common boundary of the Servient Tenement with the adjacent land and to vest that 3 metre strip in the Whangarei District Council as legal road to ensure that any legal road so constructed within the adjacent land and which can be used by the Servient Tenement is constructed to a width of at least 23 metres **provided always** that the Grantor will only consent to such a proposal if any one or more of the following conditions that might be required by the Grantor are met:
- (i) The Whangarei District Council provides evidence to the reasonable satisfaction of the Grantor that the owner of the adjacent land has consented to such arrangement;

Form L

Annexure Schedule 2

Page 4 of 4 Pages

Insert instrument type

Easement

- (ii) Such legal road access as is proposed shall run along the common boundary of the Servient Tenement so as to enable access to the Servient Tenement from a reasonable number of points along such access;
 - (iii) The registered proprietor(s) of the adjacent land grants to the Grantor easements to use such accessway (together with a right to install all usual services) on usual terms or alternatively such is vested in the Whangarei District Council (in its regulatory capacity) as a public road;
 - (iv) Any easement granted by the registered proprietor(s) of the adjacent land in favour of the Grantor must permit the Grantor to increase the width and specification of the accessway (by use of the Grantor's land) should the Grantor wish to subdivide and develop both the Servient Tenement and adjacent properties owned by the Grantor with a greater accessway being required to facilitate such a subdivision.
- 5 In the event that legal access through the adjacent land in the manner set out in clause 4 hereof is not created by the Whangarei District Council, at the Grantor's request, the right of way hereby granted through the Servient Tenement may be realigned providing always that legal access by way of right of way to the land in CFR 473411 will be secured.

View Instrument Details



Instrument No 8212617.7
Status Registered
Date & Time Lodged 07 July 2009 14:54
Lodged By Yearbury, Donna
Instrument Type Easement Instrument



Affected Computer Registers	Land District
473408	North Auckland
NA16C/580	North Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

Signature

Signed by Matthew Joseph Carroll as Grantor Representative on 07/07/2009 09:42 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 Matthew Joseph Carroll as Grantee Representative on 07/07/2009 09:42 AM

*** End of Report ***

Form B

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

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

Grantor

LAND RESOURCES (J) LIMITED

Grantee

WHANGAREI DISTRICT COUNCIL

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; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way, Right to Convey Electricity, Right to Drain Sewage, Right to Drain Water, Right to Convey Water	Marked "A" on DP 419151	CFR NA16C/580	In Gross
	Marked "B" on DP 419151	CFR 473408	In Gross

AL

Form B - continued

Annexure Schedule 2

Page 2 of 4 Pages

Insert instrument type

Easement

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 added to by:

the provisions set out in Annexure Schedule 2

Covenant provisions

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

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

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

{Annexure Schedule _____}

Form L

Annexure Schedule 2

Page 3 of 4 Pages

Insert instrument type

Easement

Interpretation**1. In this instrument unless the context otherwise requires.**

- 1.1 "Grantor" and "the Grantor" means Land Resources (J) Limited and Land Resources (FP) Limited and their transferees and successors in title.
- 1.2 "Grantee" and "the Grantee" means Whangarei District Council.
- 1.3 "Servient Tenement" means the lands comprised in Certificates of Title CFR NA16C/580 and CFR 473408.
- 1.4 "the Easement Land" means those areas marked "A" and "B" on Deposited Plan 419151.
- 1.5 "the easement rights" means the easement rights granted pursuant to this instrument.

Easement Rights

2. **The Grantor grants to the Grantee together with the Grantee's tenants, agents, workmen, contractors, licensees and invitees easements of right of way, right to convey electricity, right to drain sewage, right to drain water and right to convey water over, along and under that part of the Servient Tenement as is shown marked with the letters "A" and "B" on Deposited Plan 419151 to enable the conveyance of treated wastewater from the Grantee's Ruakaka Wastewater Treatment Plant to the land contained in CFR 473411.**
3. **The Grantee covenants to endeavour to create the same rights as are hereby secured over the adjacent land being that contained in CFR NA135A/815 and CFR NA135A/816, such currently being registered in the name of JB & RM Keith Trustees Limited ("the adjacent land"), and in so doing if it is possible to extend to and include legal access through the adjacent land to enable legal road access to the Servient Tenement.**
4. **Should it be necessary to enable legal road access to be created through the adjacent land to serve the Servient Tenement the Grantor will make available a strip of land approximately 3 metres wide along the common boundary of the Servient Tenement with the adjacent land and to vest that 3 metre strip in the Grantee as legal road to ensure that any legal road so constructed within the adjacent land and which can be used by the Servient Tenement is constructed to a width of at least 23 metres **provided always** that the Grantor will only consent to such a proposal if any one or more of the following conditions that might be required by the Grantor are met:**
 - (i) **The Grantee provides evidence to the reasonable satisfaction of the Grantor that the owner of the adjacent land has consented to such arrangement;**
 - (ii) **Such legal road access as is proposed shall run along the common boundary of the Servient Tenement so as to enable access to the Servient Tenement from a reasonable number of points along such access.**

Form L

Annexure Schedule 2

Page 4 of 4 Pages

Insert instrument type

Easement

- (iii) The registered proprietor(s) of the adjacent land grants to the Grantor easements to use such accessway (together with a right to install all usual services) on usual terms or alternatively such is vested in the Grantee (in its regulatory capacity) as a public road;
 - (iv) Any easement granted by the registered proprietor(s) of the adjacent land in favour of the Grantor must permit the Grantor to increase the width and specification of the accessway (by use of the Grantor's land) should the Grantor wish to subdivide and develop both the Servient Tenement and adjacent properties owned by both the Grantor and Land Resources (FP) Limited with a greater accessway being required to facilitate such a subdivision.
5. In the event that either legal road access or the easement rights as are hereby granted can be provided either in whole or in part through the adjacent land then the extent to which such rights as are hereby granted by the Grantor to the Grantee are not required, due to such being provided or served through the adjacent land, then the Grantee shall upon request surrender such rights.
 6. In the event that it is not possible to obtain legal access through the adjacent land in the manner set out in clause 4 hereof the Grantee will, if requested by the Grantor, consent to the right of access hereby granted through the Servient Tenement being realigned providing always that
 - (i) legal access by way of right of way to the land in CFR 473411 will be secured; and
 - (ii) the other easement rights recorded herein will remain secured within the Easement land.
 7. In the event that the services for which the easements rights are hereby granted, are laid within the Easement land then such services will be laid so that a public road can properly be formed above such services.

AA



View Instrument Details

Instrument No 8212617.8
Status Registered
Date & Time Lodged 07 July 2009 14:54
Lodged By Yearbury, Donna
Instrument Type Easement Instrument



Affected Computer Registers	Land District
473408	North Auckland
NA16C/580	North Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Matthew Joseph Carroll as Grantor Representative on 07/07/2009 02:39 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 Matthew Joseph Carroll as Grantee Representative on 07/07/2009 02:39 PM

*** End of Report ***

Form B

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

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

Grantor

LAND RESOURCES (J) LIMITED

Grantee

TELECOM NEW ZEALAND 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 to Convey Telecommunications and Computer Media	Marked "A" on DP 419151	CFR NA16C/580	In Gross
	Marked "B" on DP 419151	CFR 473408	In Gross

Handwritten initials/signature

Form B - continued

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

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

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

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

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

[the provisions set out in Annexure Schedule _____]

Covenant provisions

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

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

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

[Annexure Schedule _____]

Handwritten initials/signature

Form L

Annexure Schedule 2

Page of Pages

Insert instrument type

Easement

1. The easement facility includes any "Lines", "Works", "existing Lines" and "existing Works" as defined in the Telecommunications Act 2001, owned by the Grantee.
2. This grant of easement is not in substitution for, and is without prejudice to, such statutory rights and authorities as the Grantee may have from time to time in respect of the servient tenement.
3. The Grantor has paid to the Grantee the sum of \$150.00 (including GST) (the receipt of which is hereby acknowledged) for administrative costs associated with the grant of this easement.

Continuation of "Attestation"

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

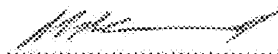
We: **Mark Crosswell** and **Craig Ritchie**
Security & Property Risk Manager **Domington**
Property Support Analyst
Telecom New Zealand Limited
 hereby severally certify:

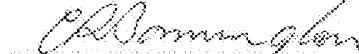
1. That by a Power of Attorney dated 2 July 2001 ("the Power of Attorney") we were, by virtue of being Authorised Signing Officers, appointed jointly as attorneys of Telecom New Zealand Limited ("Telecom") on the terms and subject to the conditions set out in the Power of Attorney.
2. That copies of the Power of Attorney are deposited in the Land Titles Offices at:

Auckland	as No. D.627839.1	Gisborne	as No. 234465.1	New Plymouth	as
	No. 481759.1				
Christchurch	as No. 5074754.1	Hamilton	as No. B.674932.1	Wellington	
	as No. 5074486.1				
Dunedin	as No. 5074473.1	Napier	as No. 719487.1		
3. That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.
4. That at the date hereof we have no received any notice of information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington
 this 20th day of Sept 2008

SIGNED at Wellington
 this 22 day of June 2008





MR RB

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We:

and

Mark Crosswell
Security &
Property Risk Manager

Craig Ritchie Bonnington
Property Support Analyst
Telecom New Zealand Limited

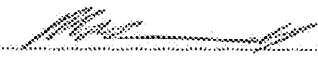
herby severally certify:

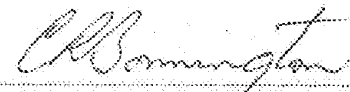
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Christchurch	as No 5074754.1	Hamilton	as No B.674932.1	Wellington	as No 5074486.1
Dunedin	as No 5074473.1	Napier	as No 719487.1		
3. That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.
4. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington
this 22 day of June 2009

SIGNED at Wellington
this 22 day of June 2009


.....


.....



View Instrument Details

Instrument No 8212617.9
Status Registered
Date & Time Lodged 07 July 2009 14:54
Lodged By Yearbury, Donna
Instrument Type Easement Instrument



Affected Computer Registers	Land District
473408	North Auckland
NA16C/580	North Auckland

Annexure Schedule: Contains 14 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Matthew Joseph Carroll as Grantor Representative on 20/07/2009 03:52 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 Matthew Joseph Carroll as Grantee Representative on 20/07/2009 03:52 PM

*** End of Report ***

Form B

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

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

Grantor

LAND RESOURCES (J) LIMITED

Grantee

NORTHPOWER 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 to Convey Electricity, Telecommunications and Computer Media	Marked "A" on DP 419151	CFR NA16C/580	In Gross
	Marked "B" on DP 419151	CFR 473408	In Gross

Form B - continued

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

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

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

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

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

[the provisions set out in Annexure Schedule _____]

Covenant provisions

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

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

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

[Annexure Schedule _____]

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule
 Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 2 of 6 Pages

*(Continue in additional Annexure Schedule, if required.)***1. DEFINITIONS****1.1** In this instrument unless the context indicates otherwise:

"**Easement Area**" means that part of the Land marked "A" and "B" on deposited plan 419151;

"**Land**" is the land owned by the Grantor and comprised in certificates of title CFR NA16C/580 and CFR 473408 described on page 1;

"**Land Code**" means the 'Code of Practice for Land Owners, Land Occupiers, Electricity Lines Companies and Gas Lines Companies' published under the Electricity and Gas Complaints Commissioner Scheme effective 1/10/06;

"**Land Owner**", "**Land Occupier**", "**Emergency Situation**" and "**Lines Equipment**" have the meanings given to those terms in the Land Code;

"**Electrical Works**" means the Works, Electrical Installations, Electrical Appliances, Fittings and Associated Equipment, as those terms are defined in the Electricity Act 1992, presently fixed or installed on, over or under the Easement Area, or to be fixed or installed on, over or under the Easement Area in substitution, addition or replacement for them, whether of the same smaller or larger dimensions or capacity;

"**Telecommunications**" means the conveyance by electromagnetic means from one device to another of any encrypted or non-encrypted sign, signal, impulse, writing, image, sound, instruction, information, or intelligence of any nature, whether for the information of any person using the device or not (and for the avoidance of doubt, includes any conveyance that constitutes broadcasting);

"**Telecommunications Works**" means any wire or a conductor of any other kind (including a fibre optic cable) used or intended to be used for the transmission or reception of Telecommunications and any instrument, furniture, plant, office, building, machinery, engine, excavation, or work, of whatever description, used in relation to, or in any way connected with that wire or conductor presently fixed or installed on, over or under the Easement Area, or to be fixed or installed on, over or under the Easement Area in substitution, addition or replacement for them, whether of the same smaller or larger dimensions or capacity.

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule
 Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 3 of 6 Pages

*(Continue in additional Annexure Schedule, if required.)***2. GRANT OF ELECTRICITY AND TELECOMMUNICATION EASEMENT**

- 2.1** The Grantor grants to the Grantee, as an easement in gross forever,
- 2.1.2 the right to convey, reticulate, convert, transform, transmit and use electrical energy and power by means of the Electrical Works; and
- 2.1.3 the right to convey, reticulate, convert, transform, transmit and use Telecommunications and computer media, by means of the Telecommunications Works,
- in each case without obstruction or interruption and in any quantity.
- 2.2** The Grantee and its engineers, employees, contractors, workmen and anyone else authorised by the Grantee has the right, subject to section 3, to enter and remain for a reasonable time on the Easement Area, and any other parts of the Land as are reasonably necessary, to do the following work:
- 2.2.1 to construct, install and lay the Electrical Works and/or Telecommunications Works on, over or under the Easement Area, at a depth or height and along a line determined by the Grantee;
- 2.2.2 to inspect, maintain, repair, dig up, alter, enlarge, renew or replace those Electrical Works and/or Telecommunications Works; and
- 2.2.3 to do anything else in the full exercise of the Grantee's rights, with the Grantee's agents, contractors and employees, and with or without tools, plant, equipment and vehicles.
- 2.3** The Grantee has no obligation to construct the Electrical Works and/or the Telecommunications Works or to convey electrical energy and power or Telecommunications through them continuously or at all.

3. ACCESS

- 3.1** The Grantee must before exercising the right of entry in clause 2.2:
- 3.1.1 Make reasonable efforts to identify the Land Owner or the Land Occupier;
- 3.1.2 Give reasonable notice to the Land Owner or the Land Occupier, except in an Emergency Situation, when prior notice is not required;

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 4 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

3.1.3 Identify the work it intends to carry out;

The Grantee is not required by reason of the obligations in this clause to delay entry onto the Land from the date notified.

3.2 The Grantee, in entering the Land, will take reasonable steps to minimise inconvenience to the Land Owner or the Land Occupier, including:

3.2.1 The time of entry (unless this is not possible due to an Emergency Situation);

3.2.2 Leaving gates as they are found;

3.2.3 Driving in a safe manner and taking reasonable steps not to disturb stock; and

3.2.4 Avoiding access through specific areas unless necessary to access the Lines Equipment

but the Grantee is not required to delay entry onto the Land or to pay any money or other consideration by reason of the obligations in this clause.

3.3 When obtaining access to the Easement Area, the Grantee will:

3.3.1 complete the Electrical Works and Telecommunications Works as soon as possible with as little damage as possible to the Land and any vegetation, fences or improvements on it; and

3.3.2 repair and make good all damage caused by the Grantee or any person carrying out the work on behalf of the Grantee.

4. OWNERSHIP

The Electrical Works and Telecommunications Works will at all times remain vested in the Grantee and no person, company, or other party has an interest in the Electrical Works and Telecommunications Works by reason only of having an interest in the Land.

5. GRANTOR'S OBLIGATIONS

5.1 The Grantor will not, without the prior written permission of the Grantee (which

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

5

of

6

Pages

(Continue in additional Annexure Schedule, if required.)

will not be unreasonably withheld):

5.1.1 On the Easement Area, or within the minimum distance from the Electrical Works and Telecommunications Works as advised by the Grantee (having regard to the relevant codes of practice and statutory or regulatory requirements applicable from time to time), construct or permit the construction of any walls, or carry out any earthworks or stockpiling, or place any buildings or structures, or allow any vegetation to become established, or remove or permit the removal of any soil, substance or material;

5.1.2 Do or allow anything to be done which would interrupt or restrict the transmission of electrical energy, Telecommunications, data or computer media or interfere with or affect the other rights of the Grantee under this easement;

5.1.3 Impede the Grantee's access over the Land or the Easement Area to the Electrical Works and Telecommunications Works.

5.2 The Grantor may put up fencing or gates on any part of the Easement Area as long as:

5.2.1 the Grantor first notifies the Grantee of this intention;

5.2.2 before putting up the gates or fences, the Grantee has marked the location of the Electrical Works and Telecommunications Works; and

5.2.3 if in the reasonable opinion of the Grantee, the design or location of any proposed fence or gate may interfere with the operation of the Electrical Works and/or the Telecommunications Works, the Grantee may prescribe the height, material used and/or location of the fence or gate.

5.3 The Grantor must not knowingly cause or permit flooding of the Easement Area.

6. MAINTENANCE

The Grantee is responsible for maintaining the Electrical Works and Telecommunications Works in the Easement Area so that they do not become a nuisance or a danger.

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure ScheduleInsert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

6

of

6

Pages

*(Continue in additional Annexure Schedule, if required.)***7. NO POWER TO TERMINATE**

There is no implied power in this instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this instrument or for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

8. STATUTORY PROVISIONS AND LAND CODE

8.1 The easement rights are in substitution for those set out in Schedule 4 to the Land Transfer Regulations 2002, but otherwise this easement does not affect any statutory powers which the Grantee may have.

8.2 Clauses CB6.5, CB6.6, CB6.7, CB6.8, CB6.10 and CB7 of the Land Code differ from clauses 3.1, 3.2, 3.3 and 9 of this easement. The easement provisions take precedence over these clauses of the Land Code and they do not apply to this easement.

9. DISPUTES

If any dispute arises between the Grantor and Grantee about the rights in this instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties, and if they cannot agree on one within 14 days, to be appointed by the President for the time being of the District Law Society where the Land is situated. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this instrument is to be treated as a submission to arbitration.

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

LINZ Dealing Number: _____
Client Reference: 990411/259

**PRIVATE CORPORATE CLIENT AUTHORITY AND INSTRUCTION FOR AN
ELECTRONIC TRANSACTION**

*(This form is approved by the New Zealand Law Society and Registrar-General of Land.
For use by a non-publicly listed company or incorporated society, etc.)*

1. TO LAW FIRM: **CHAPMAN TRIPP**
(Firm name)

2. CLIENT: **NORTHPOWER LIMITED**
(Registered name of corporate as per Certificate of Incorporation. Referred to as 'the Client'.)

Full Names of Authorised Signatory(s):

Bruno Petersen

3. TRANSACTION:

Property Address: **Port Marsden Highway**

Date and Nature of Base Document: **Encumbrance**

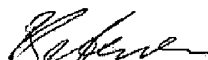
Instruments (examples):

- *Easement*

<i>Name of other party</i>	Land Resources (J) Limited & Land Resources (FP) Limited
<i>Transferee(s) proprietorship</i>	
<i>Title Reference(s)</i>	CFR 473408, CFR 473409, CFR 473410 and CFR 473411
<i>Nature/Purpose</i>	No power encumbrance
<i>DP number</i>	419151

4. AUTHORITY AND INSTRUCTION:

- I confirm that:
- (a) I am properly and duly authorised by law to sign this Authority on behalf of the Client;
 - (b) this authority is binding on the Client;
 - (c) this form is for the transaction noted above;
 - (d) I am 18 years of age or over;
 - (e) the Client is not subject to any statutory management order, the appointment of a receiver or liquidator, or similar;
 - (f) the Client has passed the necessary resolutions as required by its empowering constitution, rules or statute to authorise the transaction noted above;
 - (g) as required by s164A of the Land Transfer Act 1952 I irrevocably authorise and instruct you to register the instruments above as an e-dealing;
 - (h) I understand that by signing this form the Client is legally bound by the electronic instruments certified and registered on its behalf pursuant to this authority and instruction as if such instruments had been signed by me personally on behalf of the Client;
 - (i) I understand that the authorised transaction will become a matter of public record upon registration.



 Signature of Bruno Petersen

16 June 2009

 Date

(Important note: Each Signatory named must sign personally. 'For and on behalf' is not acceptable).

5. SIGNATORY IDENTIFICATION: *(Tick applicable ID. Person establishing identity to complete.)*

	Driver Licence	Passport	Firearms Licence	Other government- issued photo ID
Bruno Petersen	_____	_____	_____	_____

(Attach copy of ID used or details (e.g. passport number) where copying not practicable.)

- I certify that:
- (a) I have witnessed the signatory(s) sign this form;
 - (b) I have sighted the original form(s) of identity ticked above;
 - (c) I have attached a copy of ID(s) used;
 - (d) the photo(s) name(s) and signature(s) match the signatory(s) name(s) and identification provided.

 Signature of person establishing identity

 Full name of person establishing identity

 Occupation

 Address

 Phone/Email

 Address

- Notes:
1. Where the person who is signing this form is doing so under a Power of Attorney the identification required to be established is that of the attorney.
 2. Attach certificate of non-revocation of power of attorney if required.
 3. The full legal name of the corporate as registered must be used.
 4. A faxed copy of this form is acceptable (refer to NZLS e-dealing Guideline J).
 5. The consent of prior mortgagees, lessors, etc may be necessary to avoid a breach of covenants.

**MEMORANDUM OF
ENCUMBRANCE (No Supply)**

LAND RESOURCES (J) LIMITED

Encumbrancer

NORTHPOWER LIMITED

Encumbrancee

Correct for the purposes of the Land
Transfer Act 1952

**THOMSON WILSON
SOLICITORS
WHANGAREI**

Solicitor for the Encumbrancee

THIS MEMORANDUM dated the _____ day of _____ 2009

BETWEEN LAND RESOURCES (J) LIMITED and LAND RESOURCES (FP) LIMITED (“Owner”)

AND NORTHPOWER LIMITED (“NORTHPOWER”)

BACKGROUND

- A. The Owner is registered as proprietor of an estate in fee simple in the Land.
- B. The Owner has requested the Council to consent to a plan of subdivision of the Land in terms of a plan lodged for deposit at Land Information New Zealand.
- C. The Council has agreed to consent to that subdivision on condition amongst other things that NORTHPOWER’S requirements are met.
- D. NORTHPOWER has required the Owner to make any prospective purchaser of the Land aware of the circumstances whereby no electricity supply has been made available to the Land.
- E. The Council has therefore agreed to consent to the subdivision application on the condition (amongst other things) that the Owner enters into and registers this encumbrance.

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this memorandum unless the context indicates otherwise:

1.1 Definitions:

“**NORTHPOWER**” means Northpower Limited and includes its successors and its officers and agents;

“**Council**” means the territorial local authority for the area in which the Land is situated;

“**Owner**” means the person named as the Owner in this memorandum and includes the person for the time being registered as proprietor of the Land but only for as long that person has an interest in the Land; and

“**Land**” means the Owner’s land described in the schedule;

1.2 Defined Expressions: expressions defined in the main body of this memorandum have the defined meaning in the whole of this memorandum including the background;

1.3 Joint and Several Liability: an obligation by two or more persons binds those persons jointly and severally;

1.4 Plural and Singular: words importing the singular number include the plural and vice versa.

2. ENCUMBRANCE

The Owner encumbers the Land for the benefit of NORTHPOWER for a term of 999 years, commencing from the date of registration of this encumbrance, at an annual rent charge of \$10 to be paid on 30 June in each year if demanded by that date.

3. COVENANTS

The Owner covenants with NORTHPOWER on behalf of the Owner and the Owner's successors in title that prior to disposing of the Land it will advise the person purchasing or acquiring the Land that no electricity supply is available to the Land.

4. DISCHARGE

NORTHPOWER will discharge this encumbrance if the obligations in clause 3 become obsolete.

5. COSTS

The Owner will pay all legal costs attributable to the preparation, registration, enforcement and discharge of this encumbrance.

6. IMPLIED TERMS

Section 203-205 of the Property Law Act 2007 applies to this encumbrance but otherwise (and without prejudice to NORTHPOWER's rights of action at common law as a rent charger or encumbrancee):

6.1 NORTHPOWER is entitled to none of the powers and remedies of encumbrancees by the Land Transfer Act 1952, the Property Law Act 1952 or the Property Law Act 2007; and

6.2 No covenants by the Owner or his or her successors in title are implied in this encumbrance other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.

Memorandum of Encumbrance

Executed by the Owner.

SIGNED by the Owner
in the presence of:

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SCHEDULE

Lots 1-4 on Deposited Plan 419151 being the land contained in CFR 473408, CFR 473409,
CFR 473410 and CFR 473411

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **BRUNO PETERSEN**, Finance and Administration Manager, certify that:

1. By deed dated 5 August 2002 NORTHPOWER Limited (AK524776) a company having its registered office at Whangarei, appointed me its attorney on the terms and conditions set out in the power of attorney, a copy of which is deposited in the Land Information New Zealand at North Auckland under number SUP DOC 95026. (Document ID 310503247)
2. I have executed the attached document under the powers conferred on me by the power of attorney.
3. At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution of Northpower Limited or otherwise.



BRUNO PETERSEN

16th June 2009

Dated



View Instrument Details



Instrument No 8212617.10
Status Registered
Date & Time Lodged 07 July 2009 14:54
Lodged By Yearbury, Donna
Instrument Type Encumbrance



Affected Computer Registers	Land District
473408	North Auckland
473409	North Auckland
473410	North Auckland
473411	North Auckland

Annexure Schedule: Contains 5 Pages.

Encumbrancer Certifications

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

Signature

Signed by Matthew Joseph Carroll as Encumbrancer Representative on 07/07/2009 09:43 AM

Encumbrancee Certifications

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

Signature

Signed by Matthew Joseph Carroll as Encumbrancee Representative on 07/07/2009 09:43 AM

*** End of Report ***

**MEMORANDUM OF
ENCUMBRANCE (No Supply)**

LAND RESOURCES (J) LIMITED

Encumbrancer

NORTHPOWER LIMITED

Encumbrancee

Correct for the purposes of the Land
Transfer Act 1952

THOMSON WILSON
SOLICITORS
WHANGAREI

Solicitor for the Encumbrancee

THIS MEMORANDUM dated the _____ day of _____ 2009

BETWEEN **LAND RESOURCES (J) LIMITED and LAND RESOURCES (FP) LIMITED** (“Owner”)

AND **NORTHPOWER LIMITED** (“NORTHPOWER”)

BACKGROUND

- A. The Owner is registered as proprietor of an estate in fee simple in the Land.
- B. The Owner has requested the Council to consent to a plan of subdivision of the Land in terms of a plan lodged for deposit at Land Information New Zealand.
- C. The Council has agreed to consent to that subdivision on condition amongst other things that NORTHPOWER’S requirements are met.
- D. NORTHPOWER has required the Owner to make any prospective purchaser of the Land aware of the circumstances whereby no electricity supply has been made available to the Land.
- E. The Council has therefore agreed to consent to the subdivision application on the condition (amongst other things) that the Owner enters into and registers this encumbrance.

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this memorandum unless the context indicates otherwise:

1.1 Definitions:

“**NORTHPOWER**” means Northpower Limited and includes its successors and its officers and agents;

“**Council**” means the territorial local authority for the area in which the Land is situated;

“**Owner**” means the person named as the Owner in this memorandum and includes the person for the time being registered as proprietor of the Land but only for as long that person has an interest in the Land; and

“**Land**” means the Owner’s land described in the schedule;

1.2 Defined Expressions: expressions defined in the main body of this memorandum have the defined meaning in the whole of this memorandum including the background;

1.3 Joint and Several Liability: an obligation by two or more persons binds those persons jointly and severally;

1.4 Plural and Singular: words importing the singular number include the plural and vice versa.

2. ENCUMBRANCE

The Owner encumbers the Land for the benefit of NORTHPOWER for a term of 999 years, commencing from the date of registration of this encumbrance, at an annual rent charge of \$10 to be paid on 30 June in each year if demanded by that date.

3. COVENANTS

The Owner covenants with NORTHPOWER on behalf of the Owner and the Owner's successors in title that prior to disposing of the Land it will advise the person purchasing or acquiring the Land that no electricity supply is available to the Land.

4. DISCHARGE

NORTHPOWER will discharge this encumbrance if the obligations in clause 3 become obsolete.

5. COSTS

The Owner will pay all legal costs attributable to the preparation, registration, enforcement and discharge of this encumbrance.

6. IMPLIED TERMS

Section 203-205 of the Property Law Act 2007 applies to this encumbrance but otherwise (and without prejudice to NORTHPOWER's rights of action at common law as a rent charger or encumbrancee):

6.1 NORTHPOWER is entitled to none of the powers and remedies of encumbrancees by the Land Transfer Act 1952, the Property Law Act 1952 or the Property Law Act 2007; and

6.2 No covenants by the Owner or his or her successors in title are implied in this encumbrance other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.

Memorandum of Encumbrance

Page 3

Executed by the Owner.

SIGNED by the Owner
in the presence of:

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SCHEDULE

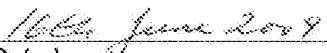
Lots 1-4 on Deposited Plan 419151 being the land contained in CFR 473408, CFR 473409, CFR 473410 and CFR 473411

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, BRUNO PETERSEN, Finance and Administration Manager, certify that:

1. By deed dated 5 August 2002 NORTHPOWER Limited (AK524776) a company having its registered office at Whangarei, appointed me its attorney on the terms and conditions set out in the power of attorney, a copy of which is deposited in the Land Information New Zealand at North Auckland under number SUP DOC 95026. (Document ID 310503247)
2. I have executed the attached document under the powers conferred on me by the power of attorney.
3. At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution of Northpower Limited or otherwise.


BRUNO PETERSEN


Dated



View Instrument Details



Instrument No 8212617.13
Status Registered
Date & Time Lodged 07 July 2009 14:54
Lodged By Yearbury, Donna
Instrument Type Encumbrance



Affected Computer Registers	Land District
473408	North Auckland
473409	North Auckland
473410	North Auckland
NA16C/582	North Auckland

Annexure Schedule: Contains 18 Pages.

Encumbrancer Certifications

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

Signature

Signed by Matthew Joseph Carroll as Encumbrancer Representative on 07/07/2009 09:44 AM

Encumbrancee Certifications

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

Signature

Signed by Graeme John Mathias as Encumbrancee Representative on 07/07/2009 10:42 AM

*** End of Report ***

Form E

Encumbrance instrument

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
See Annexure Schedule 2	All	

Encumbrancer
LAND RESOURCES (J) LIMITED
LAND RESOURCES (FP) LIMITED

Encumbrancee
WHANGAREI DISTRICT COUNCIL

Estate or interest to be encumbered *Insert e.g. Fee simple; Leasehold in Lease No. etc.*
 Fee simple

Encumbrance Memorandum Number
 Not applicable

Nature of security *State whether sum of money, annuity or rentcharge and amount*
 Annual Rent Charge of \$10.00 per annum together with such other sums of money as are payable by the Encumbrancer to the Encumbrancee pursuant to this Encumbrance Instrument

Encumbrance *Delete words in [], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the ~~[above Encumbrance Memorandum]~~ [Annexure Schedule(s)] and so as to incorporate in this Encumbrance the terms and other provisions set out in the ~~[above Encumbrance Memorandum]~~ [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Form E *continued*

Page 2 of 8 Pages

Insert instrument type

Encumbrance

Terms

- | | |
|---|--|
| 1 Length of term | 999 years from the date of this encumbrance |
| 2 Payment date(s) | 1st July in each year during the term of this encumbrance commencing 1 July 2009 if demanded by that date the 1 st of June in each year during the term |
| 3 Rate(s) of interest | Nil |
| 4 Event(s) in which the sum, annuity or rentcharge becomes payable | Upon a breach of the covenants and conditions of this encumbrance |
| 5 Event(s) in which the sum, annuity or rentcharge ceases to be payable | (Continued on Annexure Schedule 1) |

Covenants and conditions*Continue in Annexure Schedule(s), if required*

See Annexure Schedule 3

Modification of statutory provisions*Continue in Annexure Schedule(s), if required*

Sections 154 and 156 of the Land Transfer Act 1952, Sections 23, 203-205, 289-290 and 301-302 of the Property Law Act 2007 and Section 4 of the Contracts (Privity) Act 1982 shall apply to this Encumbrance Instrument but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent-chargee) the Encumbrancee shall not be entitled to any of the powers and remedies given to encumbrances by the Land Transfer Act 1952 and the Encumbrancee and its successors and assigns shall not be entitled to any of the powers and remedies given to mortgagees under the Land Transfer Act 1952 or the Property Law Act 2007.

Form L

Annexure Schedule

Page 3 of 8 Pages

Insert instrument type

Encumbrance

ANNEXURE SCHEDULE 1 (Continued)**Continuation of "Terms"**

5. Events in which the sum, annuity, or rent charge ceases to be payable
- (i) By effluxion of time;
 - (ii) Upon the obligations of this Encumbrance becoming obsolete; or
 - (iii) The Encumbrancer having complied with its obligations under this Encumbrance in granting to the Encumbrancee a registered easement for the agreed drainage rights as are required to meet the drainage requirements provided for in the Voss report and the Encumbrancee having obtained a resource consent for the construction and use of those drainage rights.

INTERPRETATION

- 1.1 In this instrument (including, without limitation, all Annexure Schedules) unless the context indicates otherwise:
- .1 "**Encumbrance**" means this instrument.
 - .2 "**Encumbrancer**" means Land Resources (J) Limited and Land Resources (FP) Limited and their transferees and/or successors in title;
 - .3 "**Encumbrancee**" means Whangarei District Council;
 - .4 "**the drainage rights**" mean the easement rights that the Encumbrancer has agreed to grant to the Encumbrancee over the Encumbrancer's land in terms of Schedule 4;
 - .5 "**the Encumbrancee's land**" means the land comprised in CFR 473411;
 - .6 "**the Encumbrancer's land**" means the land described in Annexure Schedule 2;
 - .7 "**the Voss report**" means the report by Voss Infrastructure Consulting Limited dated 14 January 2009 as is annexed hereto;
 - .8 "**Upon demand**" means upon demand being made by notice in writing signed by the person entitled to make the demand, or any agent or servant of such person, served upon the person upon whom the demand is to be made, either personally or by posting the same in a duly registered letter addressed to the person upon whom the demand is to be made at his/her/its usual or last known place of abode in New Zealand.

Insert instrument type

Encumbrance

ANNEXURE SCHEDULE 2

**Unique Identifier or
Certificate of Title**

All/Part

CFR 473408	All
CFR 473409	All
CFR 473410	All
CFR NA16C/582	All

Insert instrument type

Encumbrance

ANNEXURE SCHEDULE 3

1. The Encumbrancer encumbers the Encumbrancer's land for the term of 999 years severally for the benefit of the Encumbrancee with the annual rent charge in the sum of \$10.00 together with such other sums of money as are payable by the Encumbrancer to the Encumbrancee pursuant to this Encumbrance.
2. The Encumbrancer covenants that it shall upon demand being made by the Encumbrancee grant a registered easement creating the drainage rights in favour of the Encumbrancee and the Encumbrancee's land with the drainage rights to be in terms of the drainage rights detailed in Annexure 4 to this instrument.
3. The Encumbrancer covenants for the term of this Encumbrance with the Encumbrancee on behalf of the Encumbrancer and the Encumbrancer's transferees and successors in title that the Encumbrancer shall not oppose any application for a resource consent by the Encumbrancee or any other person or any person on behalf of the Encumbrancee for any use of the Encumbrancer's land where such use relates to the construction and use of the drainage rights on the Encumbrancer's land as such rights are detailed in Annexure Schedule 4.
4. The Encumbrancer will pay the annual rent charge to the Encumbrancee upon demand being made by the Encumbrancee with such sum to be notified by the Encumbrancee to the Encumbrancer (together with its transferees and successors in title) from time to time provided always that no demand will be made if there has been no breach of this Encumbrance.
5. The Encumbrancer acknowledges that the covenants in this Encumbrance instrument are of a permanent nature and the Encumbrancer shall not be entitled to a discharge of the Encumbrance during the term whether by payment of the total security or otherwise unless an event in which the sum, annuity or rent charge ceases to be payable arises.
6. The liability of any given registered proprietor of the Encumbrancer's land or part thereof under this Encumbrance is limited to the obligations and liabilities accruing during their time as a registered proprietor and ceases (except for any obligation or liability which has arisen during the time as registered proprietor) upon transfer of the Encumbrancer's land or part thereof.
7. The Encumbrancer covenants that it will obtain the consent of any mortgagee(s) of the Encumbrancer's land to the obligations of the Encumbrancer hereunder so that any mortgagee(s) of the Encumbrancer's land will consent to any instrument registered to create the drainage rights covenanted to be granted pursuant to this instrument.

Insert Instrument type

Encumbrance

ANNEXURE SCHEDULE 4**BACKGROUND**

- .1 The Encumbrancee's land is intended to be used as land within which treated wastewater up to an annual average of 1800m³/day from the Encumbrancee's Ruakaka wastewater treatment station is to be discharged with the capacity of the property for such use having been assessed by the Voss report.
- .2 For the Encumbrancee to proceed with this proposed use of the Encumbrancee's land it will require drainage rights within the Encumbrancer's land as such drainage requirements are detailed in the Voss report.

DRAINAGE RIGHTS

- .3 To enable the implementation of the Voss report the Encumbrancer covenants to grant easement rights to the Encumbrancee enabling the construction of:
 - (i) an open drainage channel through the Encumbrancer's land generally along the alignment shown on the plan attached to the Voss report ("the primary drain") to catch, collect and enable the discharge of water emanating from the Encumbrancer's land due to an anticipated rise in ground water levels occurring through the intended discharge of treated wastewater within the Encumbrancee's land such easement to include the right to construct (at the Encumbrancee's cost) an open drain within the stipulated course of 10 metres width and up to 2 metres deep and 1.5 metres wide at the base; and
 - (ii) subject to clauses .5, .6 and .7 below, collector drains generally along the alignments shown on the plan attached to the Voss report such drains to enable water discharging into and collecting into the primary drain to discharge into the existing open drain traversing the Encumbrancer's land as is known as the Bercic drain.
- .4 The parties agree that the position of the primary drain and the collector drains as shown on the plan attached to the Voss report is indicative only with the final alignment of such drains to be determined as the most appropriate according to the topographical features of the Encumbrancer's land and as are required to ensure the most suitable and adequate drainage of the Encumbrancer's land allowing for the anticipated rise in water levels in the Encumbrancer's land provided that the primary drain cannot be located any further to the north west of the Encumbrancer's land than that shown on the plan attached to the Voss report without the Encumbrancer's prior written consent.

Insert instrument type

Encumbrance

- .5 The Encumbrancer and Encumbrancee agree to consult meaningfully and in good faith regarding the appropriate location of the drainage system and, in relation to the collector drains, the Encumbrancee agrees to co-operate with the Encumbrancer to ensure that the location of the collector drains minimises any adverse impact of those drains on the Encumbrancer's ability to subdivide or otherwise develop the balance of the Encumbrancer's land whilst still meeting the Encumbrancee's drainage requirements.
- .6 The parties agree and acknowledge that while it has not been finally determined whether the Encumbrancee needs to install the collector drains in order to meet the drainage requirements detailed in the Voss report the preferred approach is that the primary drain discharges to a drain approximate to Rama Road at the north end of the Encumbrancer's land.
- .7 The Encumbrancee agrees that it shall not have the easement rights referred to in this Encumbrance in relation to those collector drains unless and until the Encumbrancee has demonstrated to the reasonable satisfaction of the Encumbrancer that the collector drains are required to meet the Encumbrancee's drainage requirements as set out in the Voss report.
- .8 The drainage agreed under clauses .4, .5, .6 and .7 above will be undertaken at the cost of the Encumbrancee with the proposed alignments to be shown on a survey plan prepared at the cost of the Encumbrancee as an easement in favour of the Encumbrancee's land with such easement to be drawn:
- (i) containing the implied rights and powers for an easement for a right to drain water as are contained in Schedule 4 to the Land Transfer Regulations 2002;
 - (ii) authorising the proprietor(s) of the Encumbrancee's land to have the right at any time and all times to enter upon the Encumbrancer's land (by routes nominated by the Encumbrancer from time to time, acting reasonably) to construct and thereafter maintain the drainage network along the alignment shown on the plan attached to the Voss report or such alternative alignment as shall be agreed upon by the parties;
 - (iii) authorising the construction (at the Encumbrancee's cost) of the primary drain which runs in a north east/south west direction (as shown on the plan attached to the Voss report) such to provide for a width of not more than 10 metres along the stipulated course and to a depth of up to 2 metres with a width of 1.5 metres at the base;
 - (iv) subject to clause .7 above, authorising the construction (at the Encumbrancee's cost) of the collector drains along the general alignment shown on the plan attached to the Voss report with such drains to be both open and closed as shall be appropriate for the topography of the Encumbrancer's land through which such drains run such to enable water draining into and collecting in the primary drain to be conveyed to the Bercic drain and thereby discharged;

Insert instrument type

Encumbrance

- (v) enabling the alignment of the primary drain or collector drains (or both, as the case may be), if so requested by the proprietors of the Encumbrancer's land, to be realigned or the design, layout of other features of that drainage system to be otherwise varied, provided that:
 - (a) any realignment of the primary drain will meet the drainage requirements of the Encumbrancee as set out in the Voss report; and
 - (b) the cost beyond that which the Encumbrancee would have incurred in constructing the primary drain or collector drains (or both, as the case may be) along the alignment shown on the plan attached to the Voss report (or agreed location under clause .4, .5, .6 and .7 above) is exceeded by the proposed realigned primary drain or collector drains (or both, as the case may be) to be met by the Encumbrancer or the proprietors of the Encumbrancer's land; and
- (vi) enabling, once any such drains are constructed, the Encumbrancer to realign those drains, at its cost, as part of the redevelopment or subdivision of the Encumbrancer's land, provided that such realignment of the drains continues to meet the drainage needs of the Encumbrancee as set out in the Voss report.



Ref.: 1126

14 January 2009

Campbell Consulting Limited
PO Box 7065
WHANGAREI

Attention: Fraser Campbell
Email: fraserc@xtra.co.nz

Dear Fraser

Re: Investigation of potential disposal capacity onto Rio Tinto block

As discussed, we have completed our assessment of potential capacity of the proposed disposal area within the Rio Tinto land. To do this we developed a new computer model (using Visual MODFLOW v. 4.3, with the MODFLOW 2000 engine) covering the area covered by the Cato-Bolam survey. Their topographical information was used to generate a surface elevation model for the top surface layer of the model, which we then compared with groundwater levels generated in the models.

Hydraulic conductivity of the soils near the top of the saturated zone was determined from slug tests carried out on site, 20 November 2008. Locations of the three boreholes are shown on the attached Figure 1 (Cato-Bolam survey plan, marked up). Mean values of hydraulic conductivity for each borehole were:

- Borehole RT01 7.0×10^{-5} m/s
- Borehole RT02 4.7×10^{-5} m/s
- Borehole RT03 6.1×10^{-5} m/s.

At least five determinations were made in each borehole.

The overall model domain consisted of a 100×100 cell grid and 12 layers, each cell $18.88 \text{ m} \times 14.99 \text{ m}$. Cells beyond the area of immediate interest were designated as inactive so that the active model extended from Bercič drain to the ocean beach and from Rama Road to the common boundary with Mr Keith's property to the southwest.

The model was successfully calibrated (mean RMS error 7.7%) against groundwater levels

Water Resources & Water Supply Engineering and Planning

Voss Infrastructure
Consulting Limited
PO Box 36
Building 4702, NEW ZEALAND
T: +64 6 323 9046 • F: +64 6 323 9047
E: water@vossconsult.co.nz
www.vossconsult.co.nz

recorded during our site visit of 20 November, with a mean daily recharge of 1.01 mm/day. Clones of the model were then used to assess the effects of disposing of treated wastewater over the area indicated by you. The presumed area - covering some 16.3 ha - is indicated on Figure 1.

For each loading case, water levels at a number of points were calculated and then compared with corresponding levels at those points in the baseline model. Groundwater levels were also compared to estimated ground surface level at those points. The monitoring points included three within the beach of Bream Bay (designated BEACH1, BEACH2 and BEACH3 in the models), four in the open pasture between the proposed disposal area and the Bercič Drain (MON1, MON2, MON3 and MON4, respectively), the three investigation boreholes (RT01, RT02 and RT03, respectively) and two of the open water areas (POND1 and POND2) identified on the Cato-Bolam survey.

In the baseline model (no disposal, 20 Nov 2008 levels) a modest divide is seen about midway between the dunes and the Bercič Drain but the flow is predominantly toward the sea. A map with groundwater surface contours for this case is presented in Figure 2 and a cross-section - along a line orthogonal to the beach - in Figure 3.

The proposed disposal area was then loaded at different rates but assuming a mean daily recharge from rainfall nett of ET losses of 0.6 mm/day - approximating summer conditions at Ruakaka as determined in our previous work. Loadings of 600 m³/day, 660 m³/day, 850 m³/d and 1000 m³/d were applied in successive clones of the model.

Loading of the disposal area causes a rise in - and extension of - the mound between the dunes and the Bercič Drain, with some reversal of flow back to the drain. This results in a significant effect on groundwater levels; daylighting of the groundwater surface occurs at sentinel point MON1 if disposal is increased to 850 m³/d. The limiting disposal rate appears to be around 660 m³/d. Any effect on the beach appears to be no more than minor at these flows; the main effect is the rise in levels between the dunes and the drains, as some of the applied water must migrate to the drain. A groundwater contour plan for this case is presented in Figure 4 and a corresponding cross-section in Figure 5.

The above cases assumed no mitigating measures are applied other than, perhaps, raising minimum floor levels for any buildings on the land. The potential to increase disposal rates in conjunction with improvements to drainage infrastructure was also considered. An hypothetical drain was built into the model, generally as indicated by the dashed red lines on Figure 1. The east-west portion chases existing low ground which forms a natural depression approximately parallel to the dunes. Drain invert RL was assumed to be 3.0 m at the west boundary and grading to 2.0 m near the Rama Rd end. Collector drains are then constructed from this drain to carry water to the Bercič Drain; one collector along the common boundary of Pt Sec 27-Sec 44 and one along the common boundary of Sec 44-Pt Sec 26. In the models, this drain system was completely effective at preventing rise in groundwater surface between the new drains and the Bercič Drain.

Campbell Consulting Limited
Assessment of potential disposal capacity, Rio Tinto block

14 January 2009
Ref. 1126

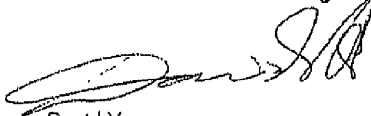
Disposal rates of 1000 m³/d, 1800 m³/d and 2400 m³/d were applied to the models with the extended drainage system. Groundwater levels beneath the beach appear to be limiting in these cases, with the optimum value appearing to be around 1800 m³/d. A cross-section for this case is presented in Figure 6.

In summary, if no mitigating works are undertaken, it appears possible to apply up to 660 m³/day to the proposed site. If drainage is enhanced inland of the proposed disposal area, it should be possible to handle up to 1800 m³/day.

These assessments have made no allowance for unseasonal rainfalls, which may lead to unacceptably high water levels at times, unless appropriate precautions are taken in any development of the adjacent. More detailed investigation and design should be undertaken as part of the engineering for implementation of any disposal scheme. Further survey work is needed to provide information on areas which the survey for this study did not cover.

It would be appreciated if you can advise whether you require a more detailed report on this study and, if so, what format and content is considered appropriate. Please contact the writer on 021 399 255, or on 06 323 9046 or by email to dvoss@vossconsult.co.nz.

Yours sincerely
Voss Infrastructure Consulting Limited



David Voss
Director



LOCAL AUTHORITY WHANGAREI DISTRICT

COMPRISED IN
 NA178/28, NA6A/95, NA781/49
 NA145/28B, NA160/581, NA160/582

LETTELS ARE IN TERMS OF
 ONE HEE POINT 1964 DATUM

HORIZONTAL GEOMETRY IS IN TERMS OF
 AN EPOCH CIRCUM 2009 COORDINATES

BOUNDARIES ARE DEFINED BUT ARE SUBJECT TO
 SURVEY

REMARKS/DESCRIPTIONS	BLK	DATE
1	BLK	1978
2	BLK	1978
3	BLK	1978
4	BLK	1978
5	BLK	1978
6	BLK	1978
7	BLK	1978
8	BLK	1978
9	BLK	1978
10	BLK	1978

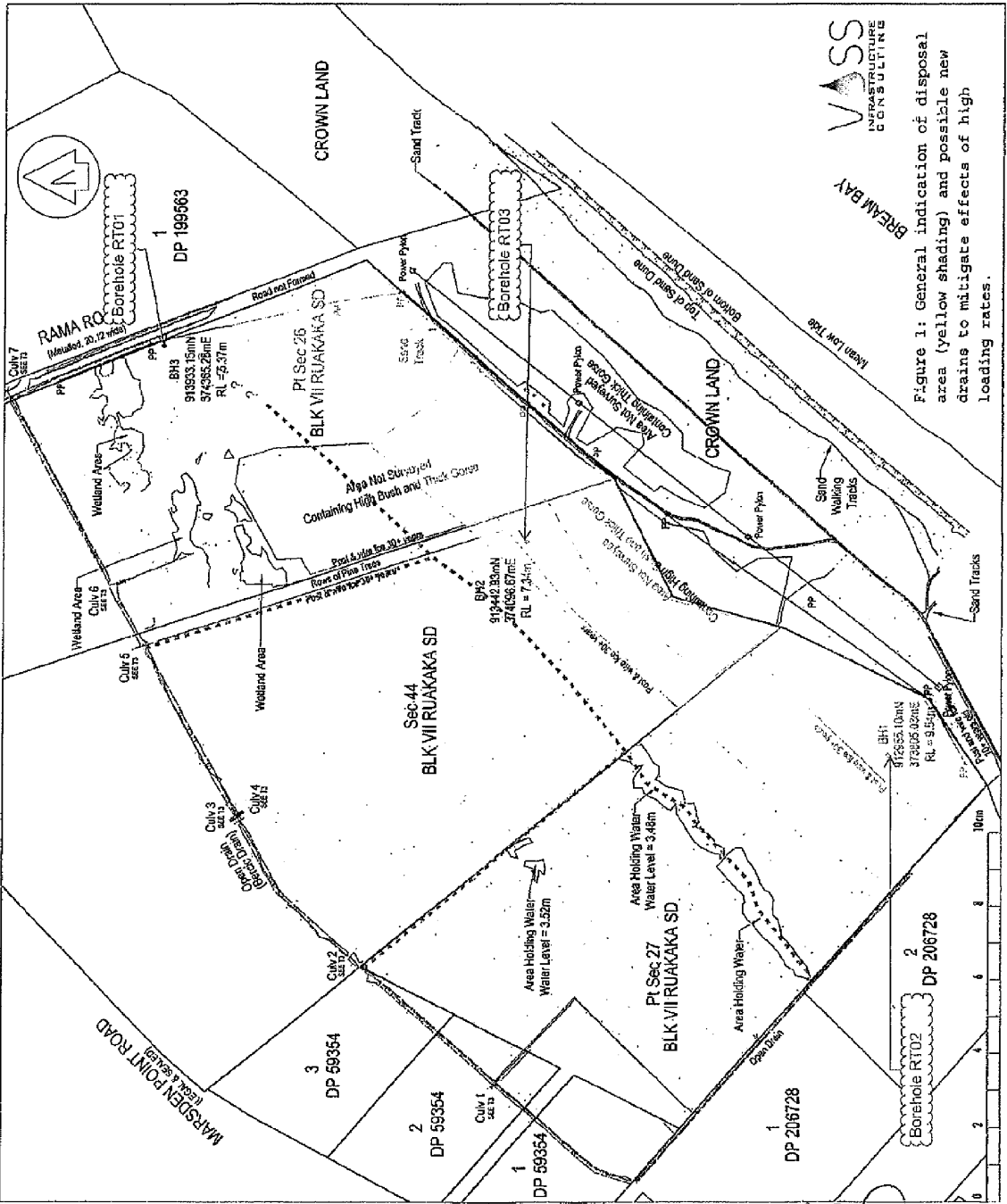
CATOBOLAM CONSULTANTS
 SURVEYORS PLANNERS
 LAND DEVELOPMENT CONSULTANTS

122 RANGI STREET, WHANGAREI
 01 838 1001
 www.catobolam.co.nz

WHANGAREI DISTRICT COUNCIL
 MARSDEN POINT ROAD
 RUAKAKA

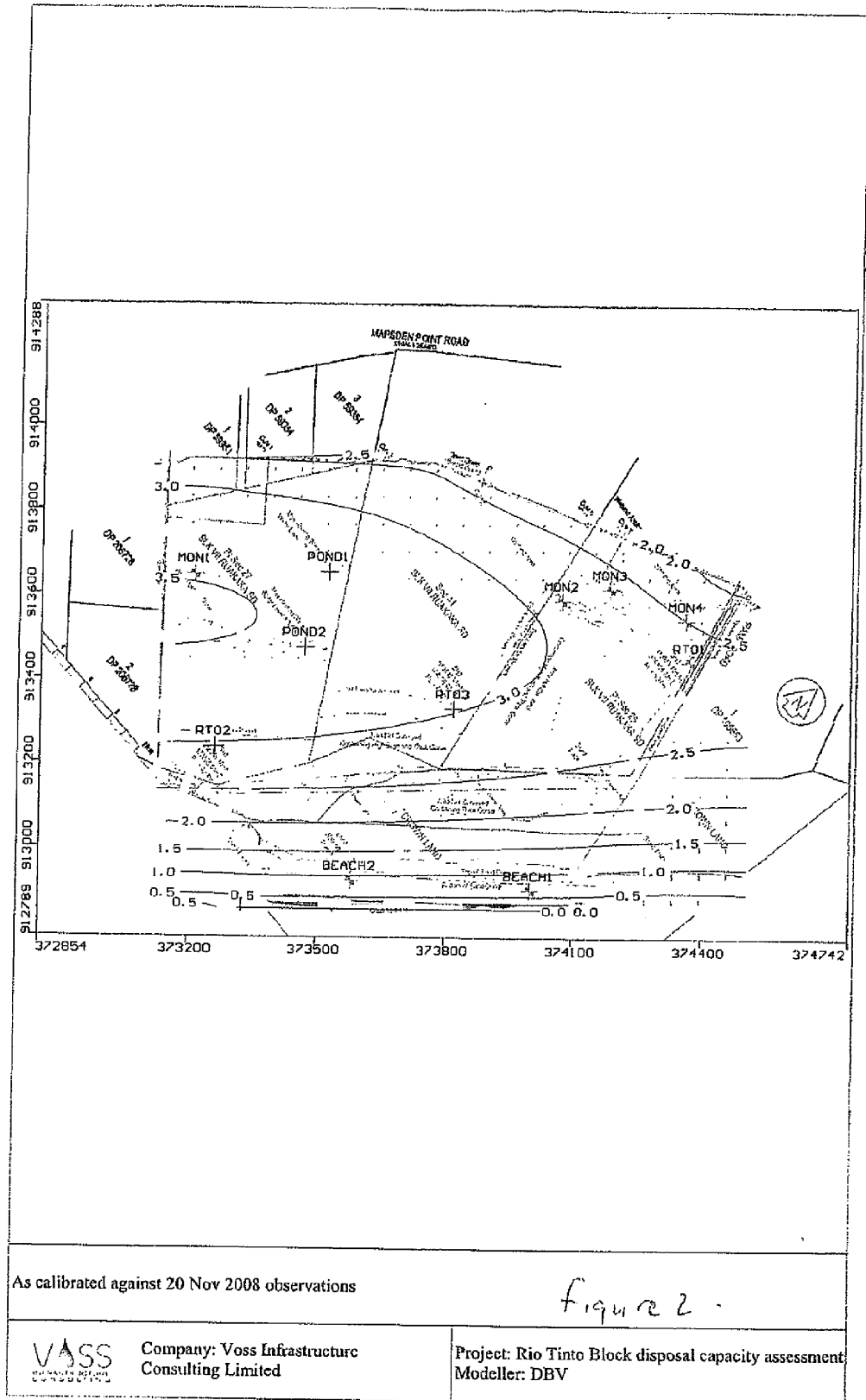
TOPOGRAPHICAL SURVEY
 OF RIO TINTO BLOCK
 (SEC 26, PT SEC 27, SEC 44, BLK VII RUAKAKA SD)
 WITH POINT INFORMATION

ORIGINAL SCALE 1:5000
 DATE 16/02/09
 SHEET NO 12
 JOB NO WH/27837



Handwritten signature and initials.

Handwritten note: Figure 1



DBV SW

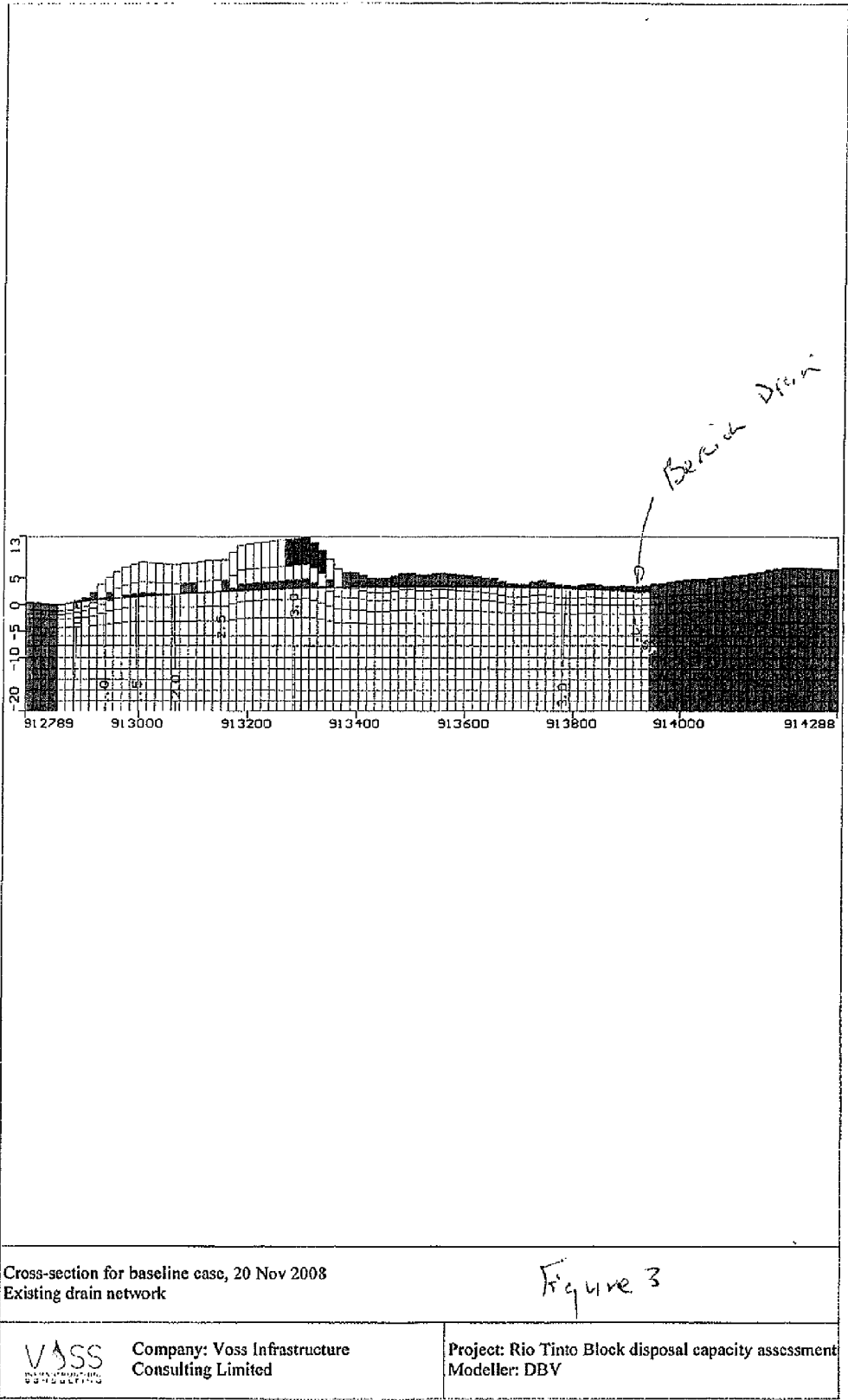
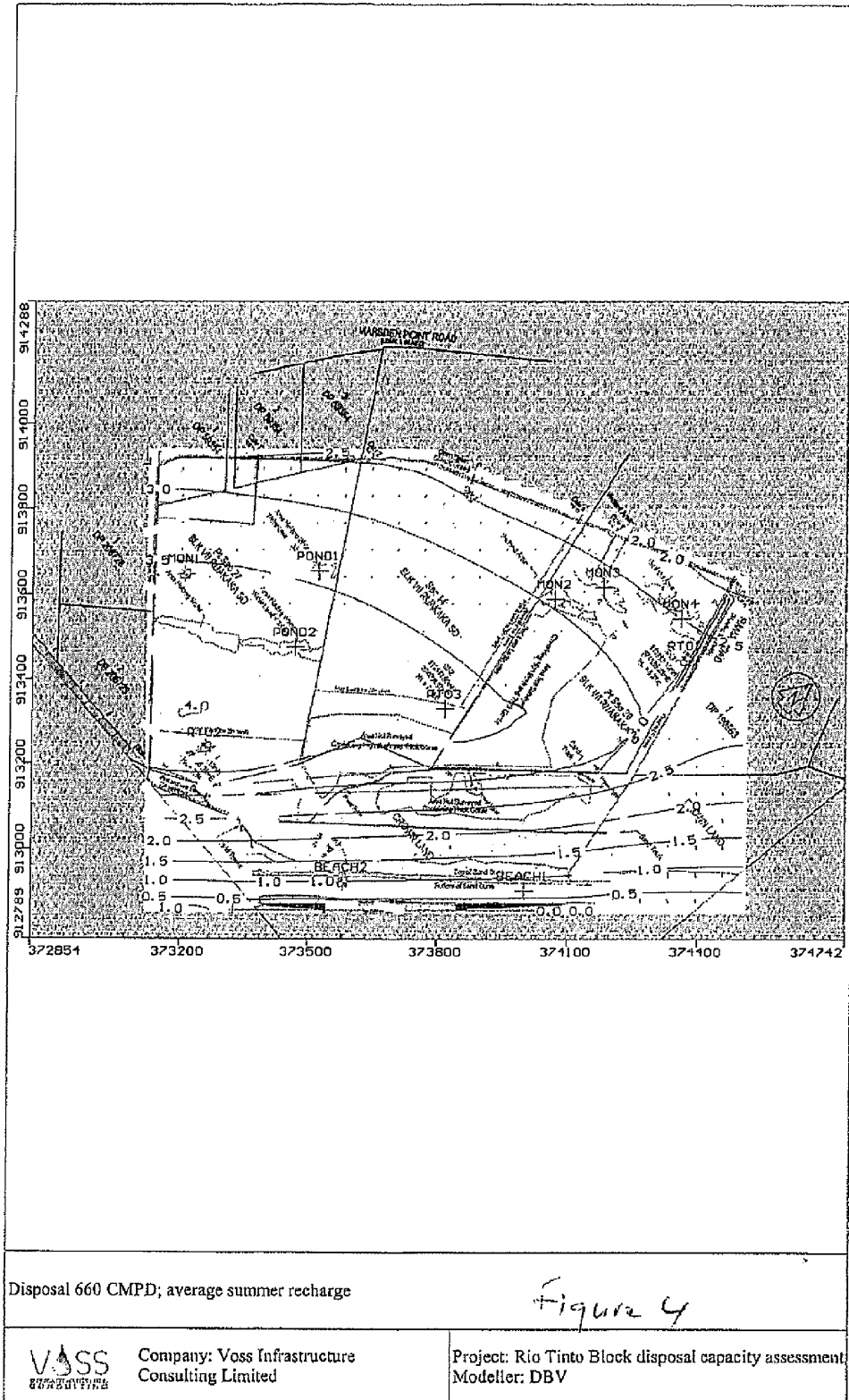


Figure 3

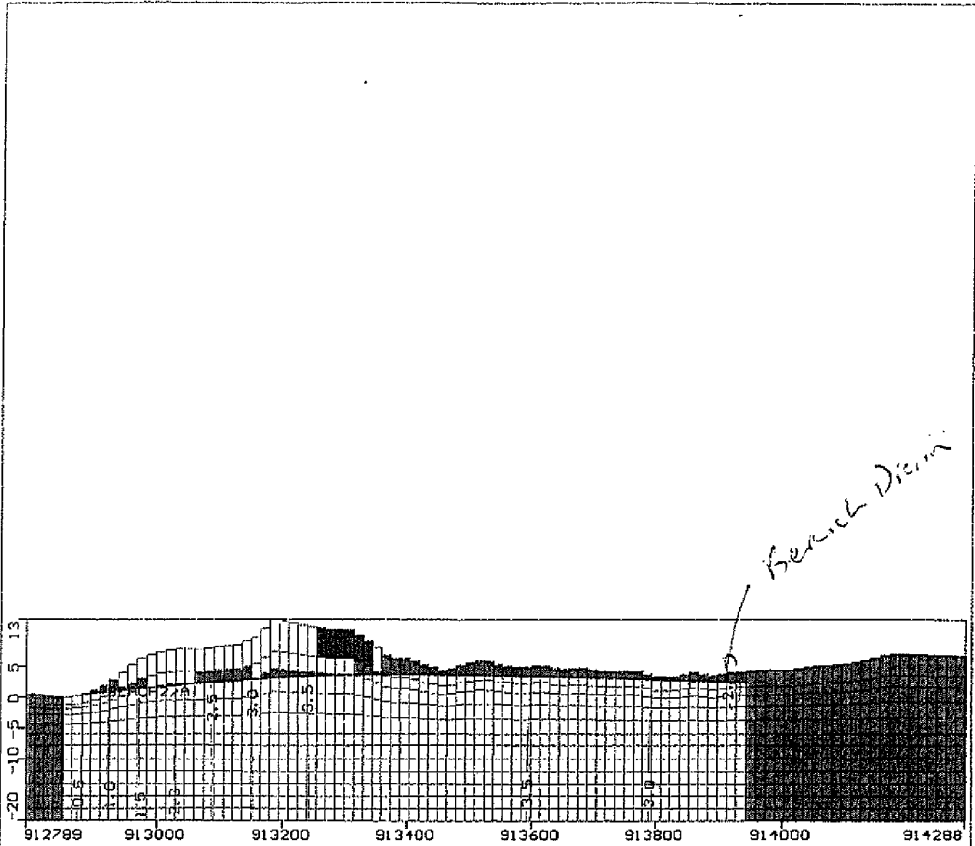
Handwritten signatures



Company: Voss Infrastructure Consulting Limited

Project: Rio Tinto Block disposal capacity assessment
Modeller: DBV

Handwritten signatures



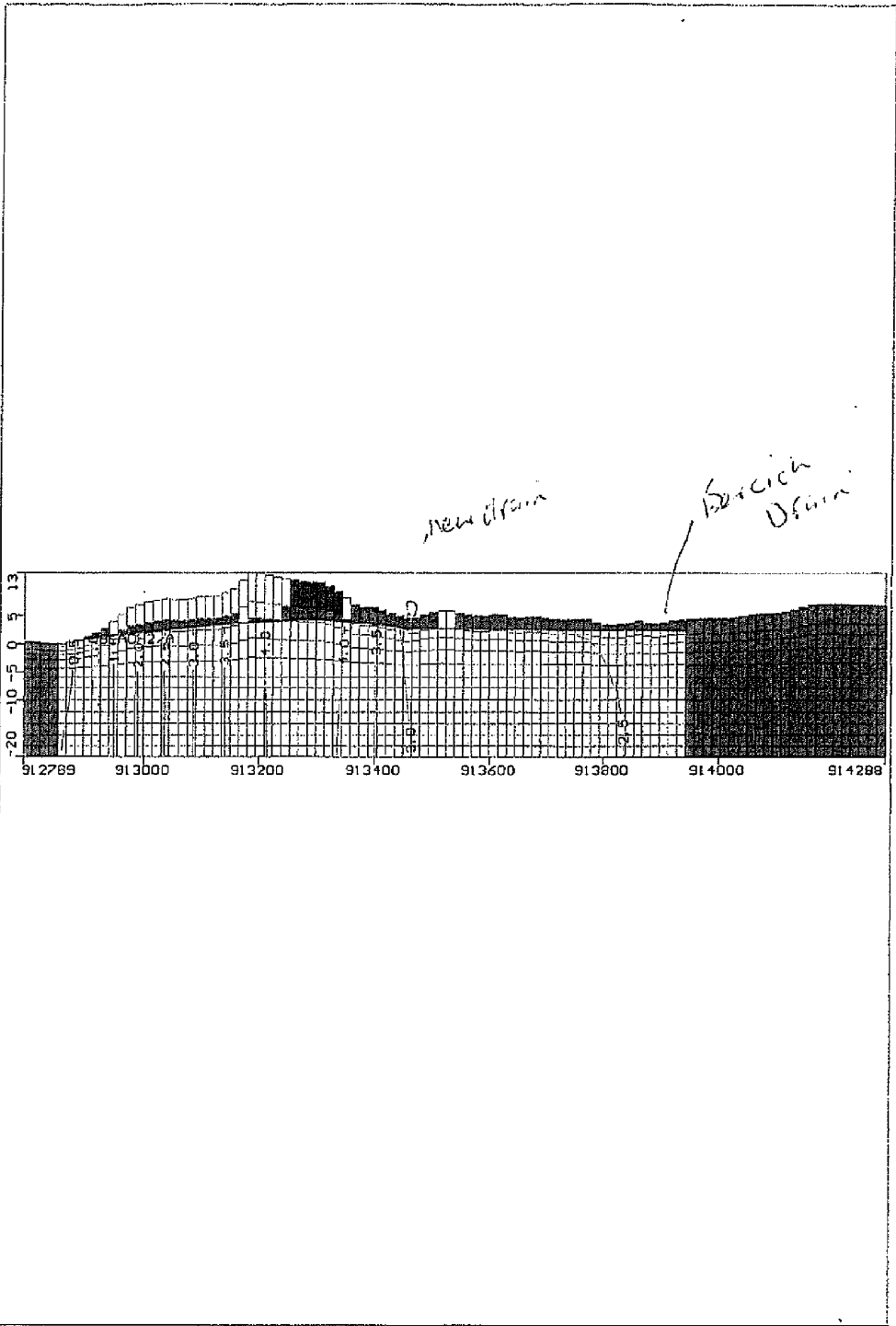
Cross-section with 660 cmpd disposal
Existing drain network

Figure 5



Company: Voss Infrastructure Consulting Limited

Project: Rio Tinto Block disposal capacity assessment
Modeller: DBV



Cross-section with 1800 cmpd disposal
Extended drain network

Fig 6

	Company: Voss Infrastructure Consulting Limited	Project: Rio Tinto Block disposal capacity assessment Modeller: DBV
--	---	--

Handwritten signature/initials

Fraser Campbell

From: David B Voss [vossconsult@clear.net.nz]
Sent: Wednesday, 14 January 2009 9:03 p.m.
To: Fraser Campbell
Subject: Rio Tinto assessment

Fraser

as discussed earlier the models did not consider water quality or contaminant transport issues. These should be addressed as part of the detailed design and impact/environmental effects assessments.

Treated wastewater discharged to the ground on the proposed Rio Tinto block will ultimately end up discharging to Bream Bay, along the intertidal seepage zone, or entering the inland drainage system and the Bercic Drain and thence to Bream Bay. I would not expect much in-ground remediation or beneficiation in the sandy soils so it is likely that a higher treated water quality will have to be achieved in order to avoid adverse environmental effects.

Please confirm whether you have received the report and its attachments (two emails)

David

David B Voss
Director
Voss Infrastructure Consulting Limited
PO Box 36, Feilding 4740
Voice. +64 (6) 323 9046; Fax. +64 (6) 323 9047
Mob. +64 (21) 399 255
dvoss@vossconsult.co.nz





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




R.W. Muir
Registrar-General
of Land

Identifier 159510
Land Registration District North Auckland
Date Issued 14 June 2004

Prior References

GN 6039932.1 NA47A/317

Estate Fee Simple
Area 4.1881 hectares more or less
Legal Description Section 13 Survey Office Plan 322547

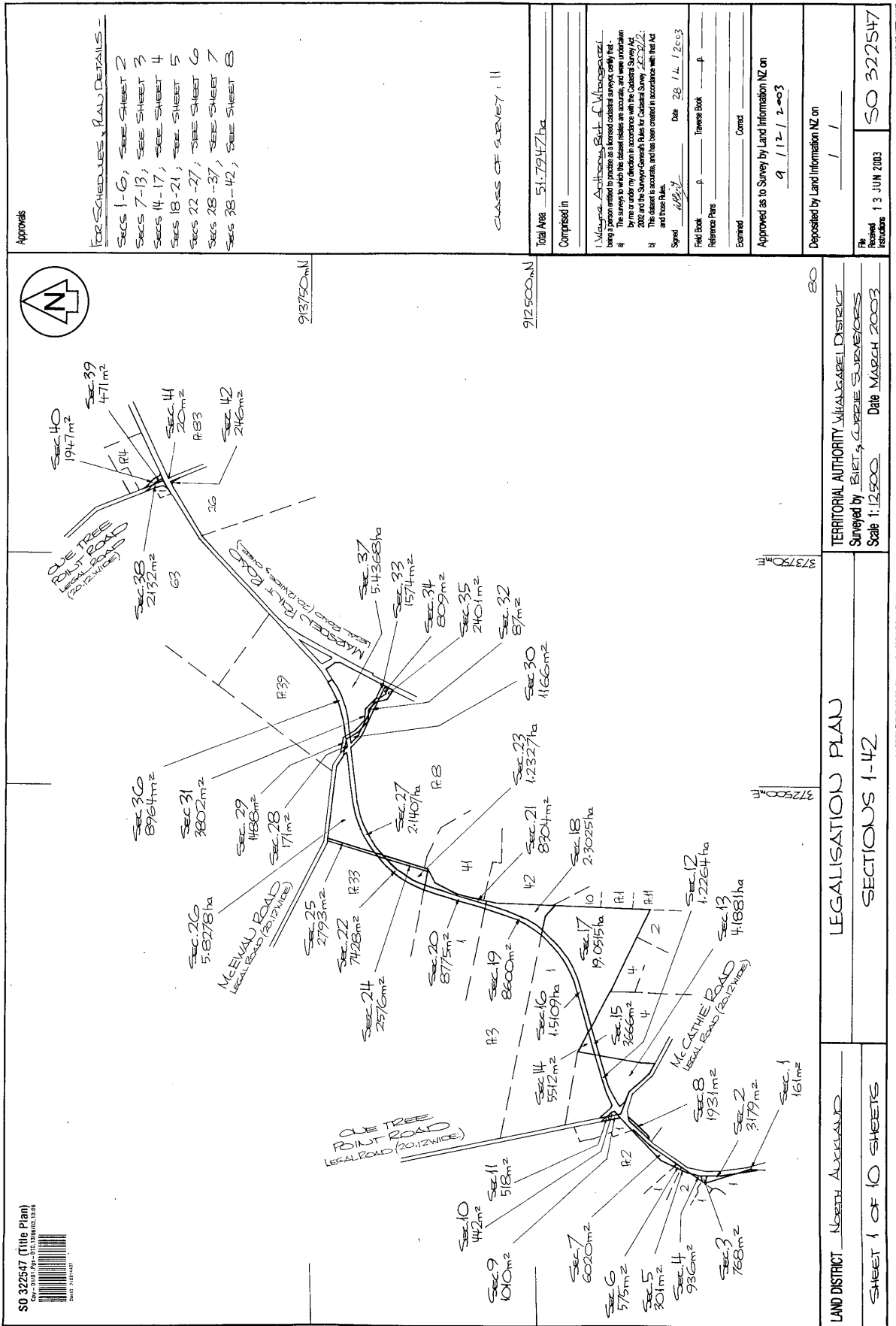
Registered Owners

Meridian Energy Limited

Interests

7301273.1 Notice pursuant to Section 94C Transit New Zealand Act 1989 declaring the adjoining State Highway 15A from State Highway 1 Intersection to Marsden Point to be a limited access road - 30.3.2007 at 9:00 am (see 7300756.1)

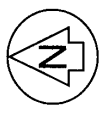
7301273.2 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 30.3.2007 at 9:00 am



AREA SCHEDULE	
LAND TO BE ACQUIRED FOR ROAD	
SHOW DESCRIPTION	CT REF AREA
SEC 1 R. Lot 1, DP 129967	744/93 161m ²
SEC 5 R. Lot 2, DP 168956	103A/167 301m ²
SEC 6 R. Lot 1, DP 168956	103A/166 575m ²
ROADS TO BE STRIPPED	
SHOW DESCRIPTION	CT REF AREA
SEC 2 Lot 1, DP 129967	744/93 3179m ²
SEC 3 Lot 1, DP 48035	1039/93 768m ²
SEC 4 Lot 2, DP 168956	103A/167 936m ²

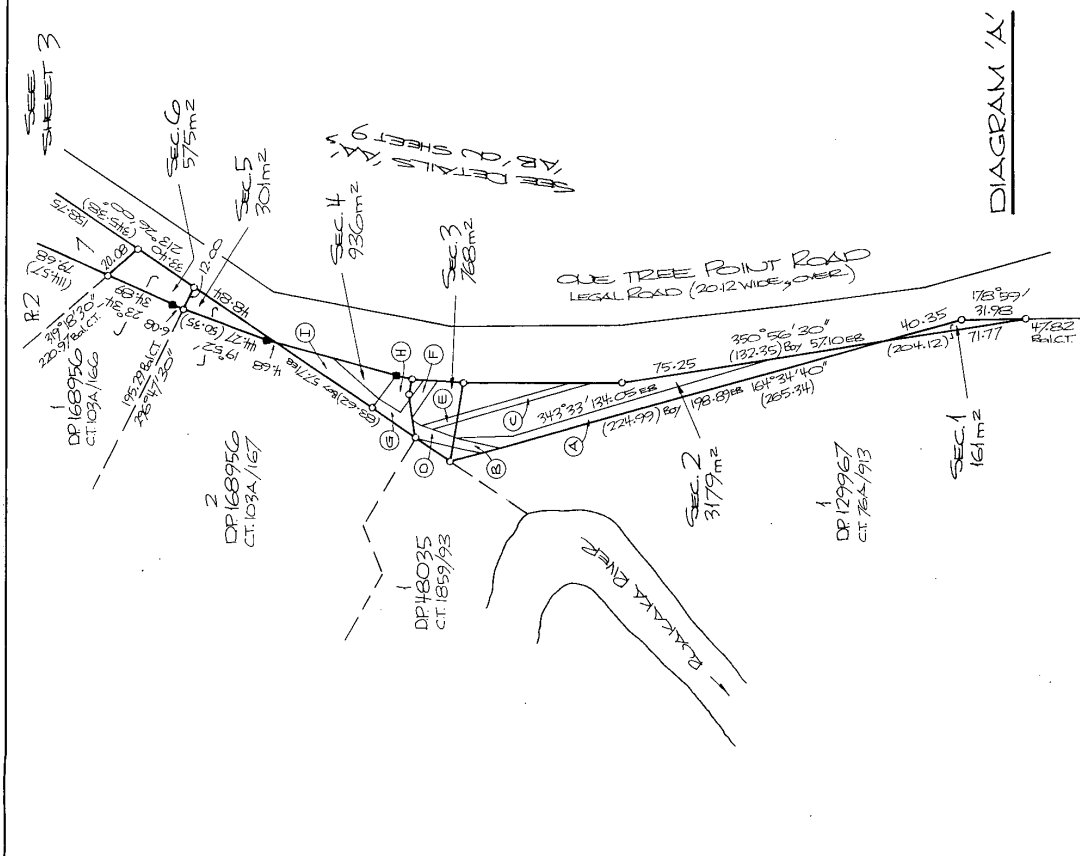
ROADS SHOWN AS SECTIONS 2, 3 & 4 ARE LEGAL BY:
 REC 6713,
 VESTED DP 209476,
 C.O. 1987 P 3979

CLASSES OF SURVEY: 11



EASEMENTS TO BE ACQUIRED	
SHOW DESCRIPTION	AREA CT REF
(A) R. SEC 2	968m ²
(B) R. SEC 2	84m ²
(C) R. SEC 3	118m ²
(D) R. SEC 4	166m ²
(E) R. SEC 2	84m ²
(F) R. SEC 2	199m ²
(G) R. SEC 3	118m ²
(H) R. SEC 4	48m ²
(I) R. SEC 4	166m ²
(J) R. SEC 4	363m ²
(K) R. SEC 3	101m ²
(L) R. SEC 4	166m ²
(M) R. SEC 4	363m ²
(N) R. SEC 4	166m ²
(O) R. SEC 4	181m ²

EASEMENTS TO BE ACQUIRED	
SHOW DESCRIPTION	AREA CT REF
(G) R. SEC 4	166m ²
(H) R. SEC 4	181m ²



LAND DISTRICT NORTH AUCKLAND

SHEET 2 OF 10 SHEETS

LEGALISATION PLAN

SECTION 1-42

TERRITORIAL AUTHORITY MANUREWA DISTRICT

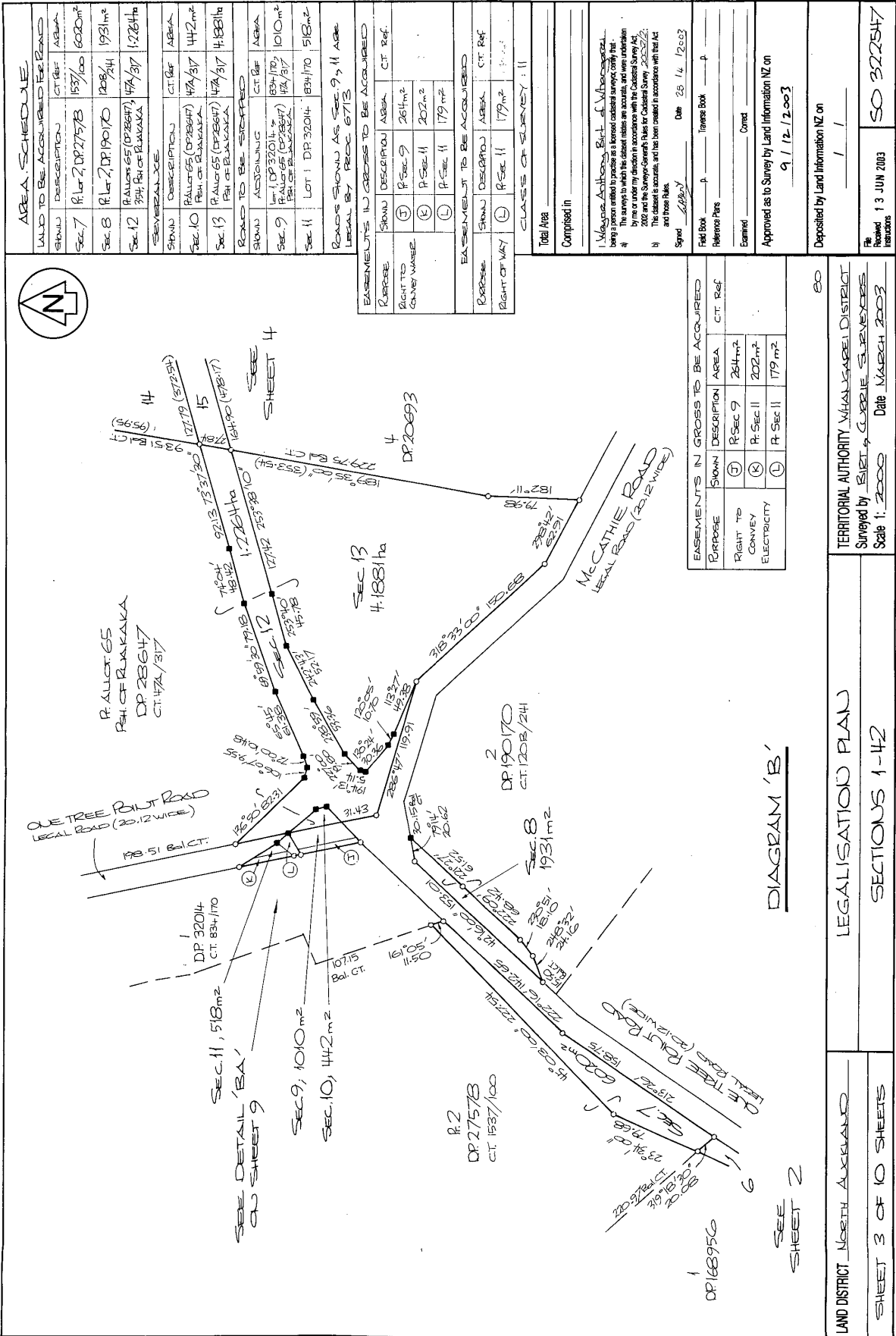
Surveyed by BERT & CURRIE SURVEYORS

Scale 1:1500 Date MARCH 2003

APPROVED AS TO SURVEY BY LAND INFORMATION NZ ON 9/11/2003

DEPOSITED BY LAND INFORMATION NZ ON 1/1/

RECEIVED 13 JUN 2003 SO 322547



AREA SCHEDULE			
VALID TO BE ACQUIRED FOR ROAD	CT REF: AREA:		
SEC 7	R. Lot 2, DP 27578 1537/100 6020m ²		
SEC 8	R. Lot 2, DP 190170 1208/34 1931m ²		
SEC 12	R. ALLOT 65 (DP 28647) 147A/317 12784ha		
SEVERANCE			
SHOWS DESCRIPTION	CT REF: AREA:		
SEC 10	R. ALLOT 65 (DP 28647) 147A/317 442m ²		
SEC 13	R. ALLOT 65 (DP 28647) 147A/317 41883ha		
ROADS TO BE STRIPPED			
SHOWS DESCRIPTION	CT REF: AREA:		
SEC 9	Lot 1, DP 32014 184/170 1010m ²		
SEC 11	Lot 1, DP 32014 184/170 518m ²		
ROADS SHOWN AS SEC 9, 11 ARE LEGAL BY PROC 6713			
EASEMENTS TO BE ACQUIRED			
PURPOSE	SHOWS DESCRIPTION	AREA	CT REF:
RIGHTS CONVEY	Ⓣ	P. SEC 9	264m ²
	Ⓚ	P. SEC 11	202m ²
	Ⓛ	P. SEC 11	179m ²
EASEMENTS TO BE ACQUIRED			
PURPOSE	SHOWS DESCRIPTION	AREA	CT REF:
RIGHT OF WAY	Ⓛ	P. SEC 11	179m ²
CLASS OF SURVEY: 11			
Total Area			
Comprised in			
1. Wallace Anthony Bart of Whangarei being a person entitled to practice as a licensed cadastral surveyor only that the surveys by which his district plans are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyors' Oath and the Surveyors' Regulations, and the same are correct and true in accordance with that Act and those Rules.			
Signed: <i>Wallace Anthony Bart</i> Date: 26.14.12.03			
Field Book	Tenness Book		
Referenced Plans	Examined		
Approved as to Survey by Land Information NZ on 9/12/2003			
Deposited by Land Information NZ on			
File No: 13 JUN 2003 SO 322947			
Inspected			

EASEMENTS IN GROSS TO BE ACQUIRED		
PURPOSE	SHOWS DESCRIPTION	AREA
RIGHT TO CONVEY ELECTRICITY	Ⓣ	P. SEC 9 264m ²
	Ⓚ	P. SEC 11 202m ²
	Ⓛ	P. SEC 11 179m ²

LAND DISTRICT NORTH AUCKLAND

TERRITORIAL AUTHORITY WHANGAREI DISTRICT

Surveyed by *BRIET & CLERIE SURVEYORS*

Scale 1: 2000 Date MARCH 2003

SECTION 1-42

SHEET 3 OF 10 SHEETS

DIAGRAM 'B'

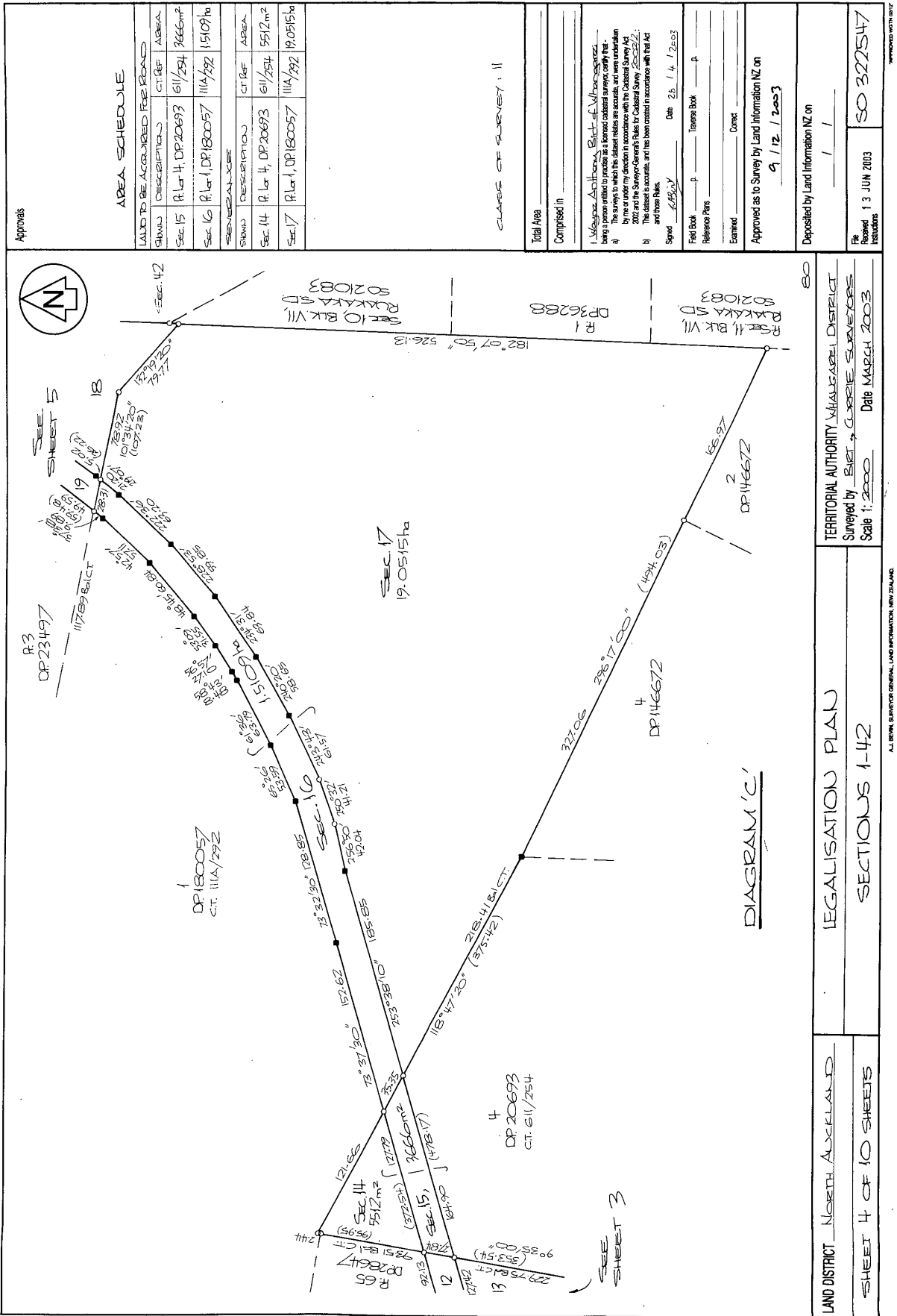
SEE SHEET 2

SEE DETAIL 'BA' OLD SHEET 9

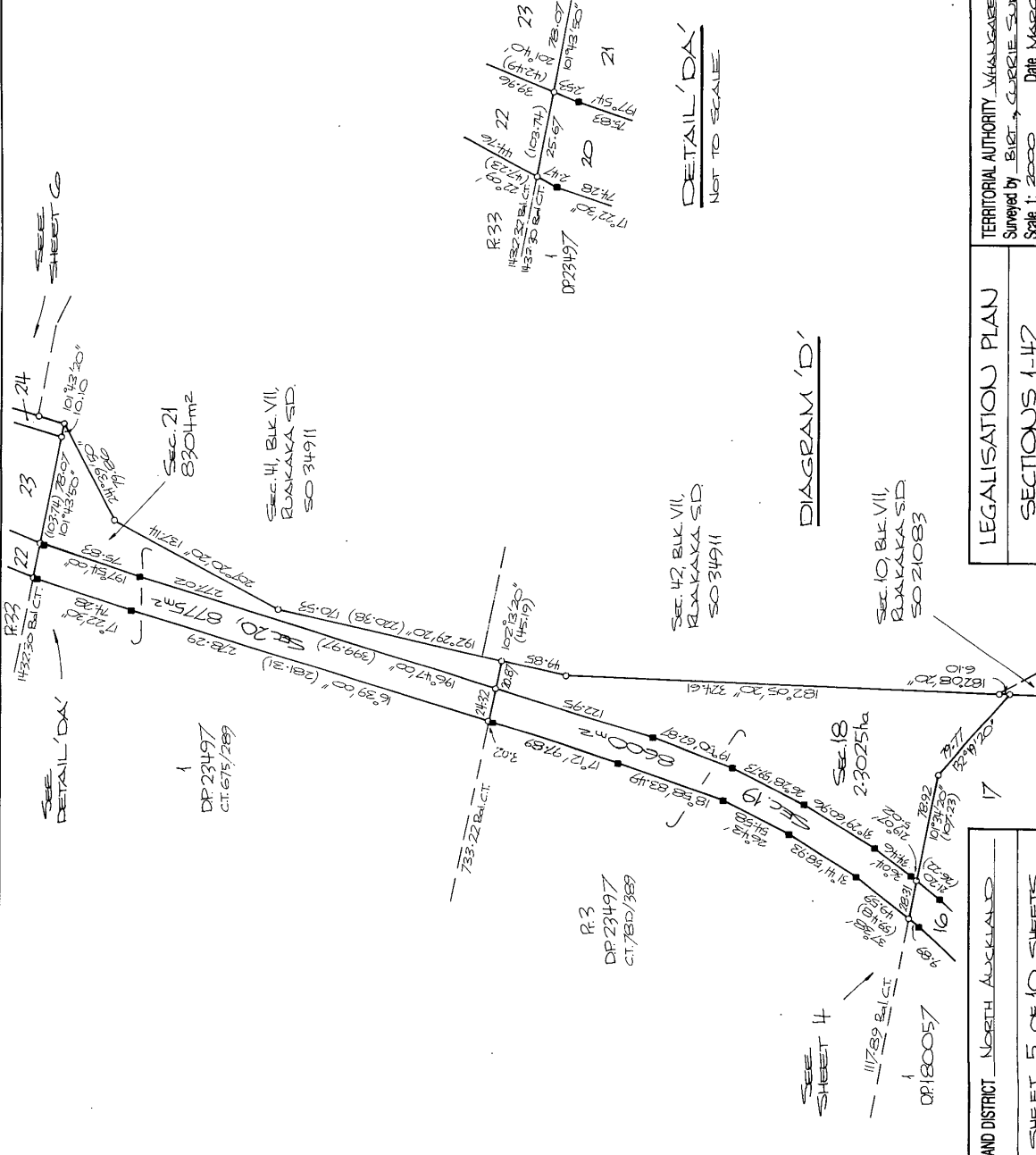
SEE SHEET 4

SEE SHEET 2

SEE SHEET 2



Approvals		AREA SCHEDULE	
LANDS TO BE ACQUIRED FOR ROAD			
SHOW DESCRIPTION	CT/REF	AREA	
SEC. 19	R/Lot 3, DP 23497	780/389	8600m ²
SEC. 20	R/Lot 1, DP 23497	675/289	8775.2
SEVERANCE			
SHOW DESCRIPTION	CT/REF	AREA	
SEC. 18	R/Lot 3, DP 23497	780/389	23025ha
SEC. 21	R/Lot 1, DP 23497	675/289	8304m ²
CLASS OF SURVEY: II			
Total Area			
Comprised in			
1. <u>Maori Antiquities Bill of Whanganui</u>			
The surveys to which this class relates are accurate, and were undertaken by me or under my direction in accordance with the Customs Survey Act 2002 and the Survey-General's Rules for Customs Survey, 2002.			
I hereby declare that the above information is true and correct, and has been obtained in accordance with that Act and those Rules.			
Signed	<i>[Signature]</i>	Date	28.14.2003
Field Book		Reference Plans	
Examined		Correct	
Approved as to Survey by Land Information NZ on			
9/12/2003			
Deposited by Land Information NZ on			
/ /			
File Number	13 JUN 2003		SO 322547
APPROVED WITH MEAT			

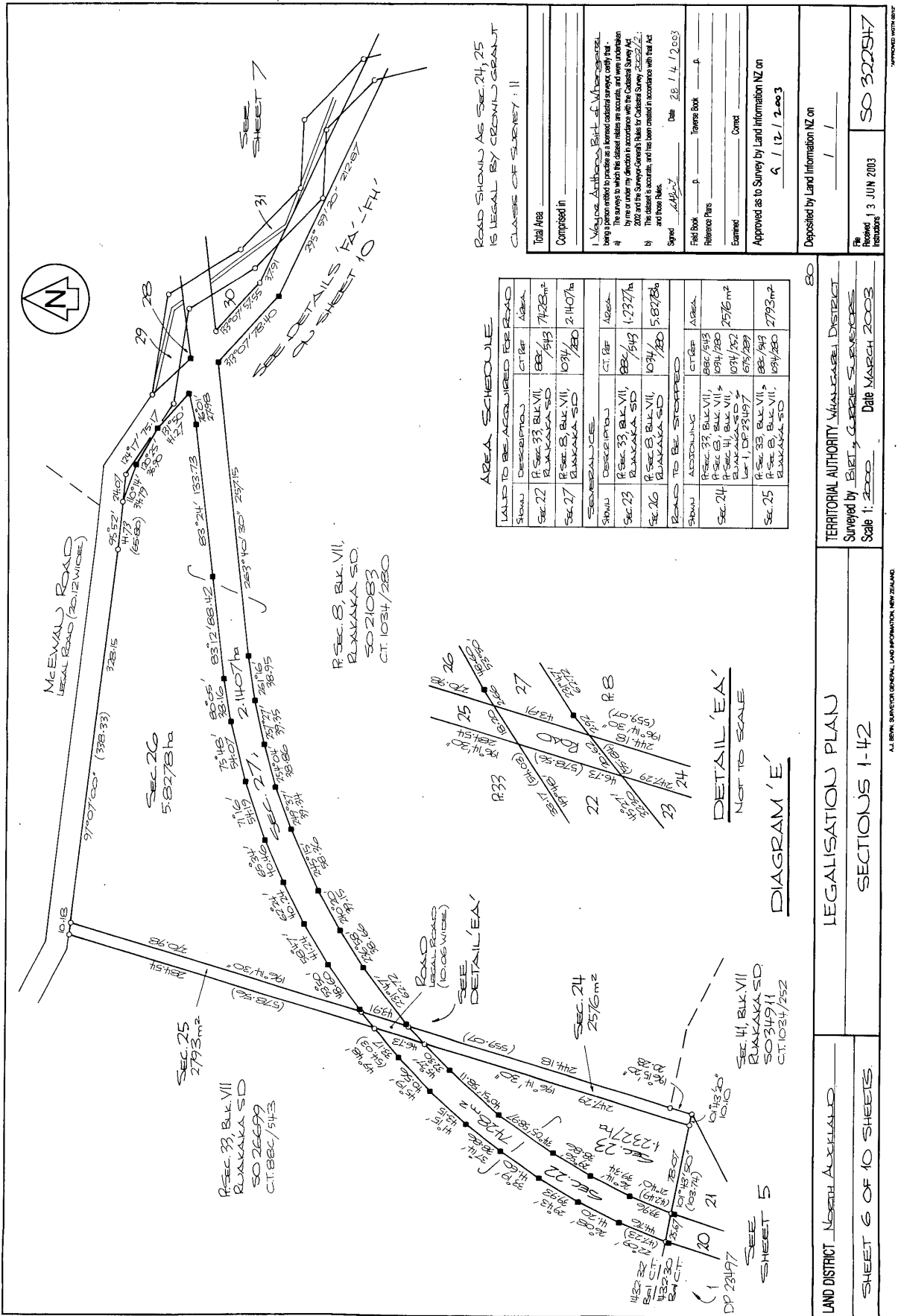


TERRITORIAL AUTHORITY: WAIKAREBEL DISTRICT
 Surveyed by: BURT CURRIE SURVEYORS
 Scale: 1: 2000 Date: MARCH 2003

LEGALISATION PLAN
 SECTIONS 1-142

LAND DISTRICT: NORTH AUCKLAND
 SHEET 5 OF 10 SHEETS

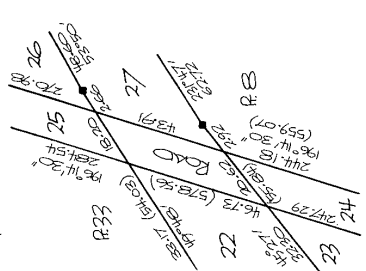
LAND SURVEY GENERAL, LAND INFORMATION, NEW ZEALAND



ROAD SHOWN AS SEC 24, 25 IS LEGAL BY CROWN GRANT CLASS OF SURVEY 11

STATION	DESCRIPTION	CT REF	AREA
SEC 22	R SEC 33, BLK VII, RUKAKA SD	886/513	7428m ²
SEC 27	R SEC 8, BLK VII, RUKAKA SD	1034/280	21407m ²
SEC 23	R SEC 33, BLK VII, RUKAKA SD	886/513	17277m ²
SEC 26	R SEC 8, BLK VII, RUKAKA SD	1034/280	58726m ²
SEC 24	R SEC 33, BLK VII, RUKAKA SD	886/513	2576m ²
SEC 25	R SEC 8, BLK VII, RUKAKA SD	1034/280	2793m ²

AREA SCHEDULE



DETAIL 'EA' NOT TO SCALE

DIAGRAM 'E'

Surveyed by Blair J. Currie Date MARCH 2008

Scale 1:2000

SO 3225H7

TERRITORIAL AUTHORITY MANUREWA DISTRICT

Surveyed by Blair J. Currie Date MARCH 2008

Scale 1:2000

LAND DISTRICT NORTH AUCKLAND

SECTION 1-42

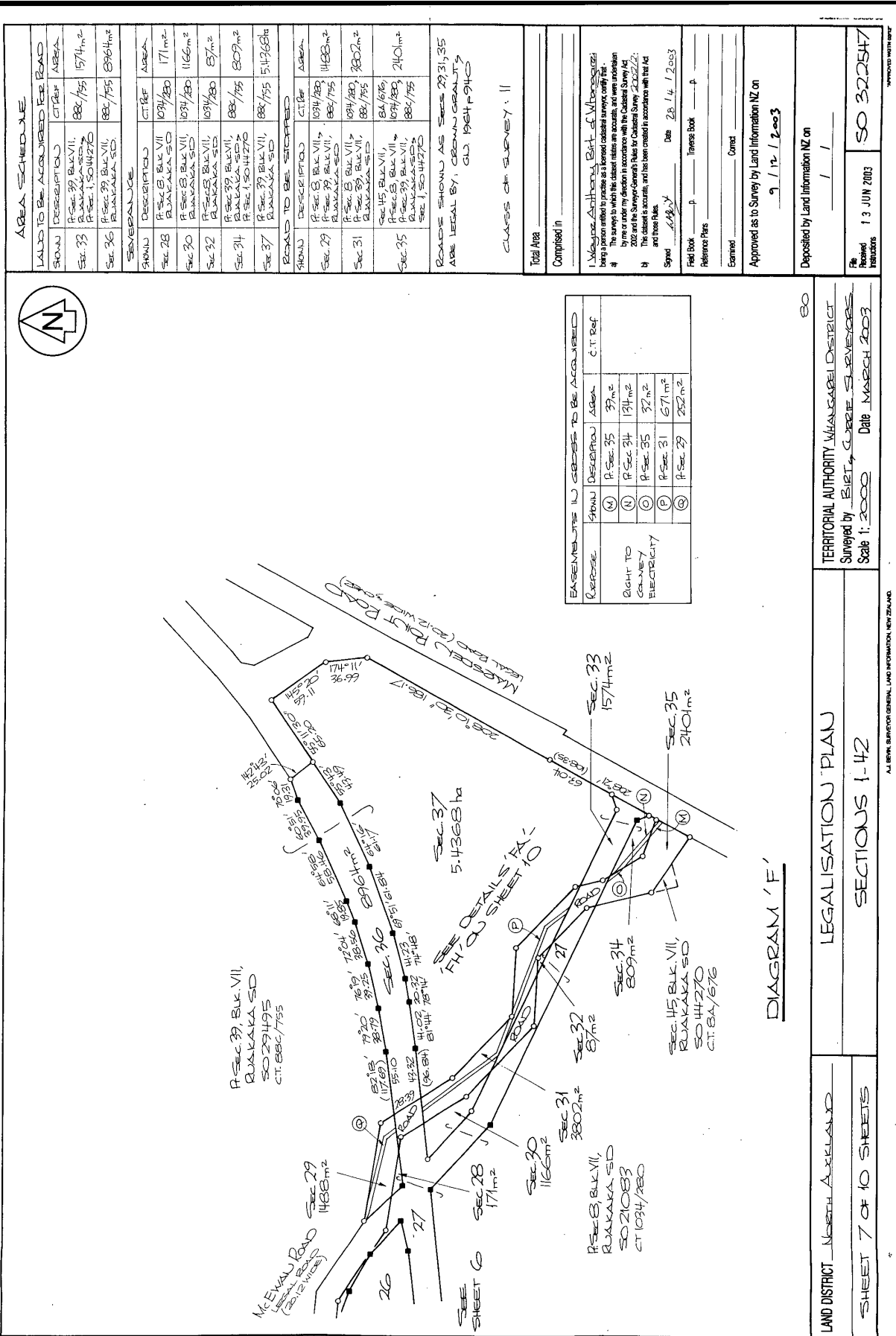
SHEET 6 OF 10 SHEETS

LAND DISTRICT NORTH AUCKLAND

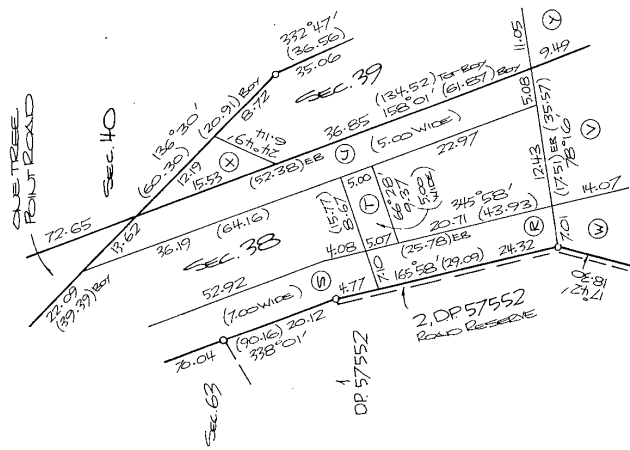
SECTION 1-42

SHEET 6 OF 10 SHEETS

ALL INFORMATION GENERAL LAND INFORMATION NEW ZEALAND



AREA SCHEDULE	
LAND TO BE ACQUIRED FOR ROAD	AREA
SHOW DESCRIPTION	CT REF
Sec 40	R Lot 4, DP 51845 7/228 1947 m ²
Sec 41	R ALLOTMENT E3, PARCEL OF RAKAKA, 20m ²
Sec 42	R Sec 26, BLK VII, RAKAKA SD, 246m ²
SEWERAGE	
SHOW DESCRIPTION	CT REF
Sec 39	R Lot 4, DP 51845 7/228 471 m ²
ROAD TO BE STOPPED	
SHOW DESCRIPTION	CT REF
Sec 38	R Lot 4, DP 51845, 7/228, SEC 63, BLK VII, RAKAKA SD, 2132 m ² Lot 1, DP 57552, 186/922, Lot 2, DP 57522 11A/1421



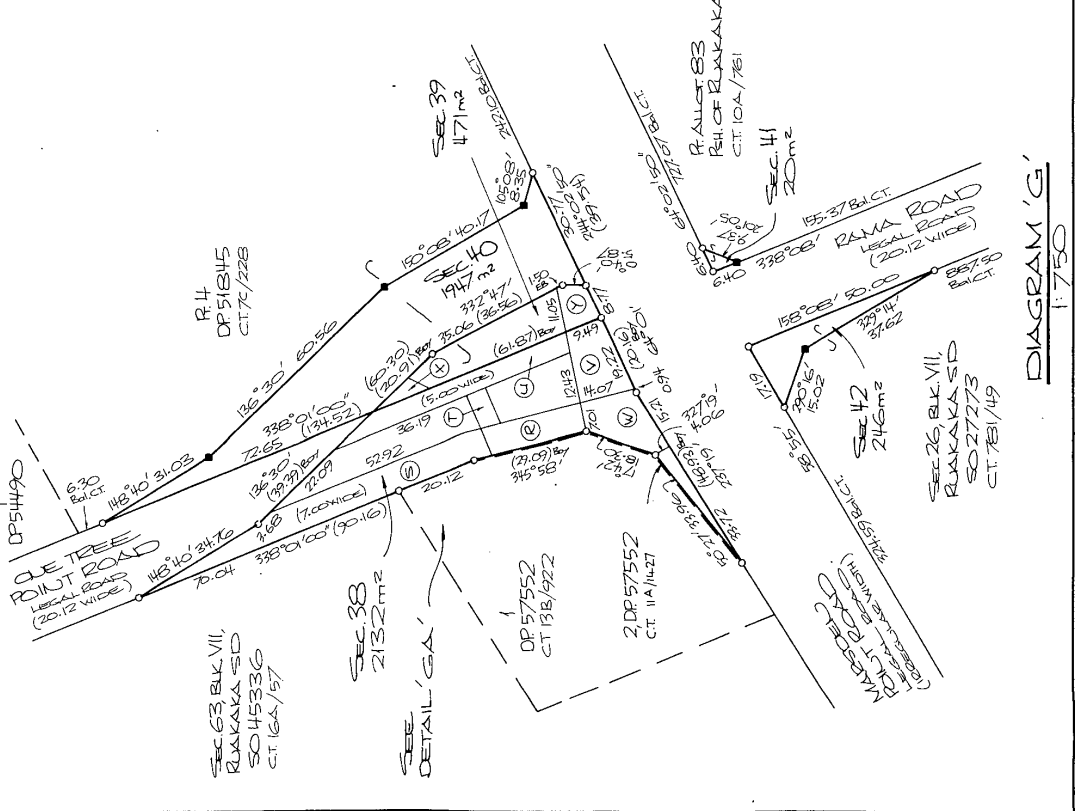
DETAIL 'GA'
NOT TO SCALE

BASEMENTS TO BE ACQUIRED	AREA	CT REF
(R) R. Sec 38	175m ²	
(T) R. Sec 38	145m ²	
(V) R. Sec 38	205m ²	
(X) R. Sec 39	35m ²	
(Y) R. Sec 39	83m ²	
(U) R. Sec 38	291m ²	
(V) R. Sec 38	211m ²	
(Q) R. Sec 38	175m ²	
(S) R. Sec 38	518m ²	
(W) R. Sec 38	205m ²	
(V) R. Sec 38	214m ²	
(W) R. Sec 38	205m ²	
(Y) R. Sec 39	83m ²	

EASEMENTS IN GROSS TO BE ACQUIRED	
PURPOSE	AREA
RIGHT TO DRAIN SEWAGE	175m ²
RIGHT TO GANY TELECOMUNICATIONS & MEDIA	518m ²
RIGHT TO GANY TELECOMUNICATIONS & MEDIA	205m ²
RIGHT TO GANY TELECOMUNICATIONS & MEDIA	214m ²
RIGHT TO GANY TELECOMUNICATIONS & MEDIA	205m ²
RIGHT TO GANY TELECOMUNICATIONS & MEDIA	83m ²

Comprised in
 1. Various other parts of Village
 being a person entitled to proceed as licensed land surveyor, on the 1st day of June 2003.
 The survey to which the above relates is accurate, and was undertaken by me or under my direction in accordance with the Land Survey Act, 1988 and the Survey Regulations made thereunder.
 The area contained in this survey is shown to be correct in accordance with that Act and these Regulations.
 Signed: [Signature] Date: 28 / 1 / 2003
 Field Book: [Blank] Times Book: [Blank]
 Reference Plans: [Blank] Correct: [Blank]
 Examined: [Blank]
 Approved as to Survey by Land Information NZ on
 9 / 12 / 2003
 Deposited by Land Information NZ on
 1 / 1 /
 File Number: 13 JUN 2003 SO 322547
 Prepared by: [Blank]

Road shown as Sec 38 is legal by Crown Grant & Vested DP 57552.
 Class of Survey: II.



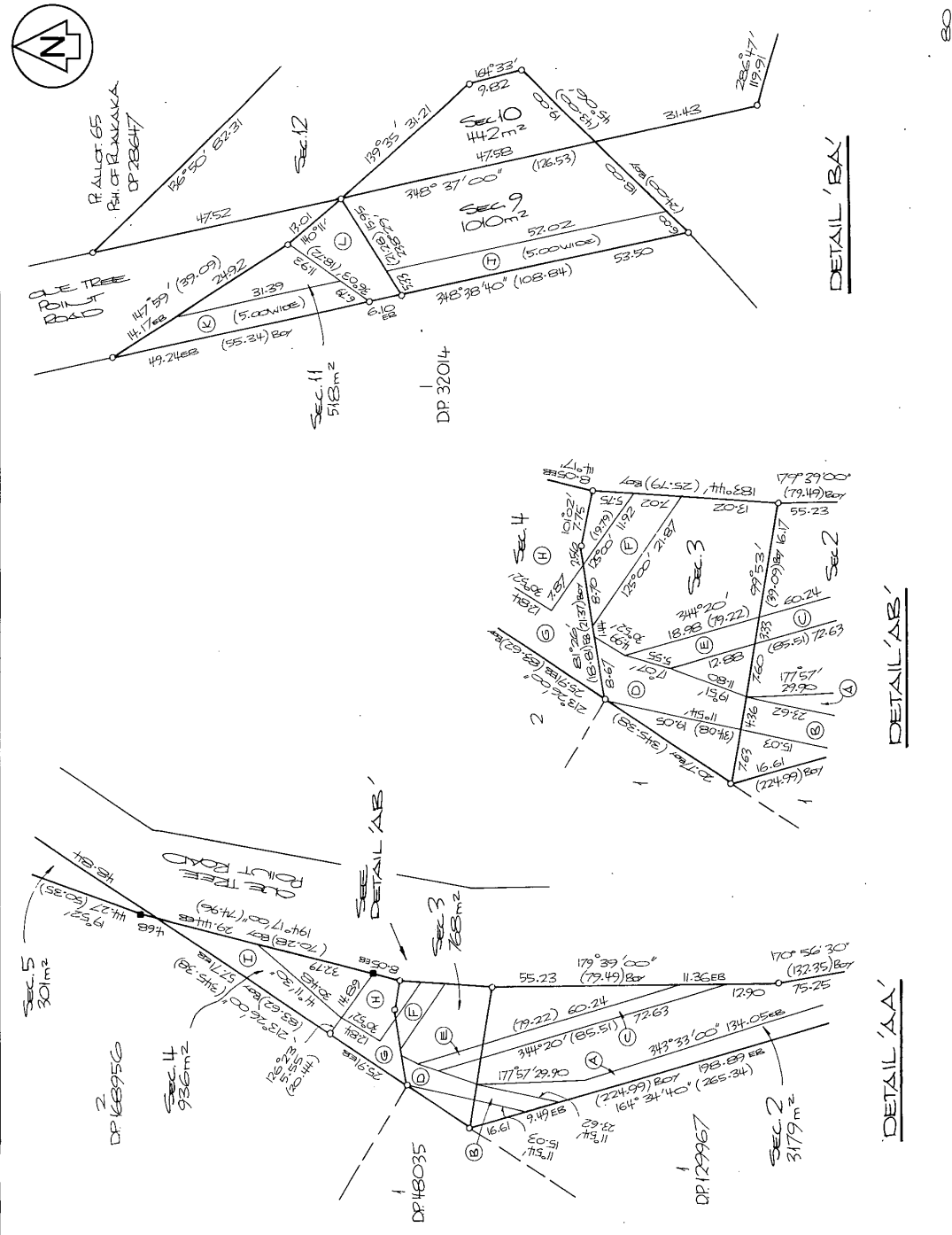
TERRITORIAL AUTHORITY: KAWHARAU DISTRICT
 Surveyed by: BRET, CLERIE SEWENDES
 Scale: 1:AS SHOWN Date: MARCH 2003

LAND DISTRICT: NORTH AUCKLAND
 LEGALISATION PLAN: SECTIONS 1-42
 SHEET 8 OF 10 SHEETS

DIAGRAM 'G'
 1:750

CLASS OF SURVEY: II

Approvals



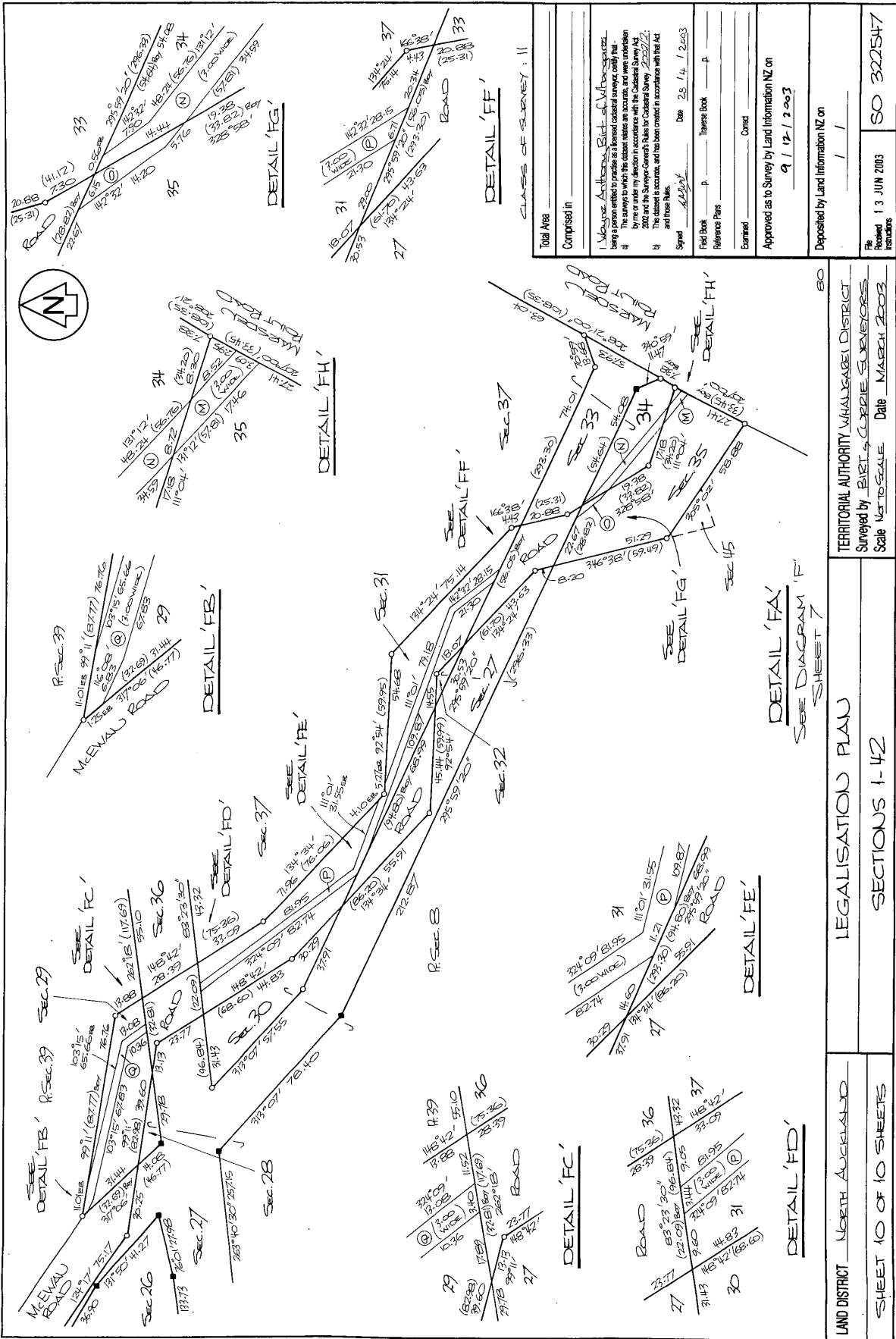
CLASS OF SURVEY: 11	
Total Area	
Comprised in	
I. Measure Authority Bill of Materials being a person entitled to practice as a licensed cadastral surveyor, certify that the surveys to which this class of survey applies, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey Control Rules of the Cadastral Survey Act 2002, and that the Survey Control Rules of the Cadastral Survey Act 2002 and these rules, and that the survey was conducted in accordance with the Act and these rules.	
Signed	ADBY Date 28/11/2003
Field Book	
Reference Plans	
Examined	
Approved as to Survey by Land Information NZ on 9/12/2003	
Deposited by Land Information NZ on	

TERRITORIAL AUTHORITY: MĀHĀKĀRĀHEI DISTRICT
 Surveyed by: BRET & CLARE SLACKS
 Scale: NOT TO SCALE Date: MARCH 2003

LEGALISATION PLAN
 SECTIONS 1-142

LAND DISTRICT: NORTH AUCKLAND
 SHEET 9 OF 10 SHEETS

SO 322547
 13 JUN 2003



Total Area		CLASS OF SURVEY: 11	
Comprised in		1. Mervyn Anthony Birt & Catherine Elizabeth Birt	
		The surveys to which this plan relates are hereby certified as being a plan or map of the land in accordance with the Survey Act 2002 and the Survey-General's Rules for Cadastral Survey, 2002.	
		The plan is accurate, and has been created in accordance with the Act and these rules.	
Signed	M.A.B.	Date	28.11.2003
Field Book	A	Reference Plans	A
Examined		Correct	
Approved as to Survey by Land Information NZ on 9/12/2003			
Deposited by Land Information NZ on 1/1/2004			
File Number	13 JUN 2003	SO	322547

LAND DISTRICT NORTH AUCKLAND
 SHEET 10 OF 10 SHEETS

LEGALISATION PLAN
 SECTIONS 1-42

TERRITORIAL AUTHORITY WHAKAREI DISTRICT
 Surveyed by BIRT & CARRIE SURVEYORS
 Scale 1:1000 Scale Date MARCH 2003

SEE DIAGRAM 'F'
 SHEET 7

80



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




R.W. Muir
Registrar-General
of Land

Identifier 197083
Land Registration District North Auckland
Date Issued 22 June 2005

Prior References
104001 NA611/254

Estate Fee Simple
Area 4.4224 hectares more or less
Legal Description Lot 2 Deposited Plan 325771 and Lot 1
Deposited Plan 348043

Registered Owners
Meridian Energy Limited

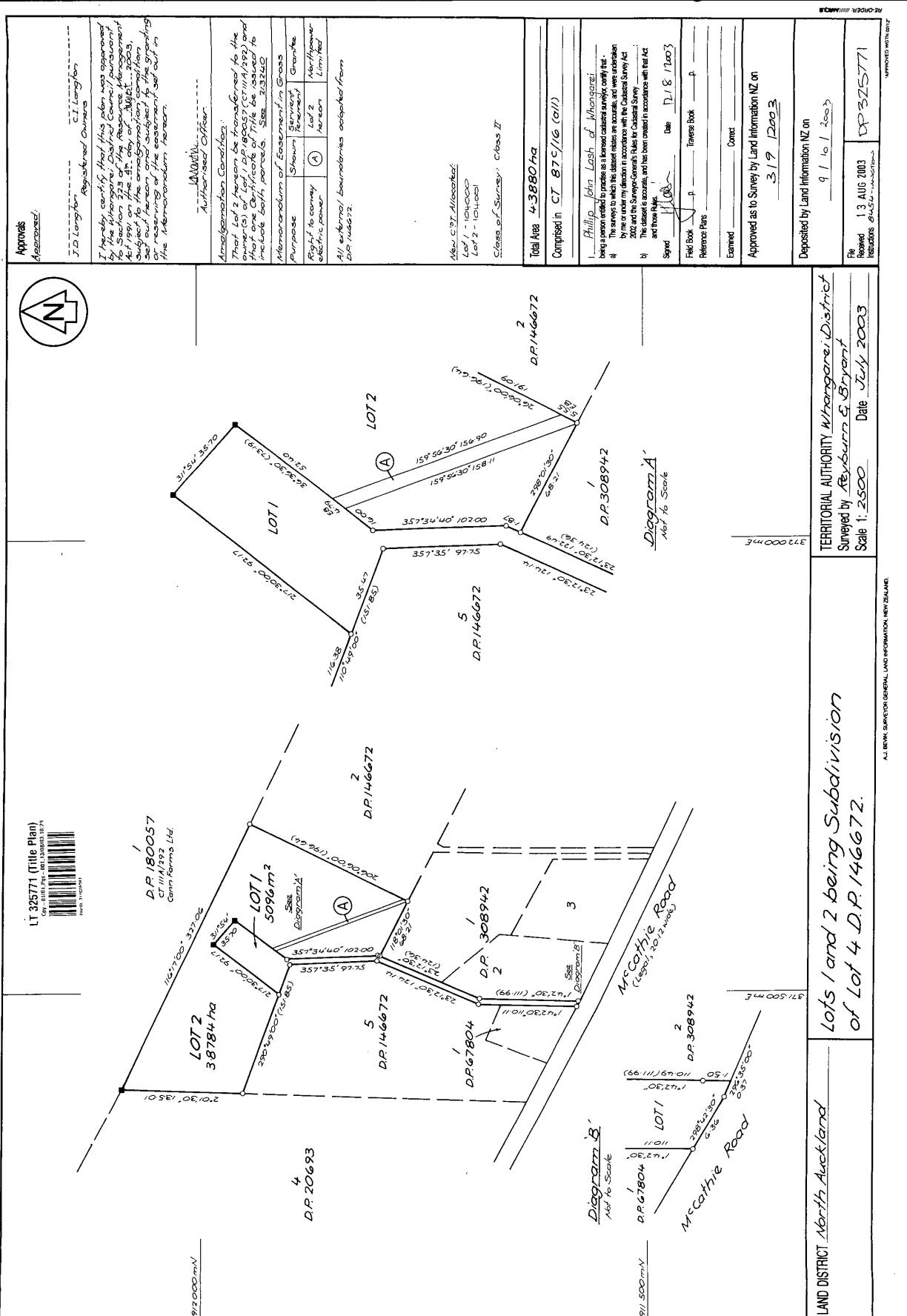
Interests

Subject to an electricity easement (in gross) over part marked A on DP 325771 in favour of Northpower Limited created by Transfer 5758642.3 - 9.10.2003 at 9:00 am

The easements created by Transfer 5758642.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to Section 241(2) Resource Management Act 1991 (affects DP 348043)

6468241.5 Encumbrance to Northpower Limited - 22.6.2005 at 9:00 am



Approvals:
 J.D Longdon
 Registered Owners
 C.I Longdon
 Registered Owners

I hereby certify that this plan was approved by the Whangarei District Council pursuant to Section 223 of the Resource Management Act 1991 and that the information contained herein is true and correct to the best of my knowledge and belief.

Authorised Officer:
 M. M. M. M.
 Authorised Officer

Amalgamation Condition:
 That Lot 2 hereon be transferred to the owner(s) of Lot 1, DP 180037 (CT 111A 1992) and that one Certificate of Title be issued to include both parcels. See 3132160

Purpose: Show Survey
Right to convey: A
Electric power: None
Water: None
Other: None

Notes:
 1. All external boundaries depicted from D.P. 146672.
 2. New S.T. Allotments:
 Lot 1 - 10140000
 Lot 2 - 10140000
 3. Close of Survey, Class II

Total Area: 4,3880 ha
Comprised in: CT 875/16 (all)

Surveyor: Phillip John Lash of Whangarei
 Date: 11/8/2003
 Reference Plans: Inverse Book
 Examined: Correct
 Approved as to Survey by Land Information NZ on: 3/9/2003

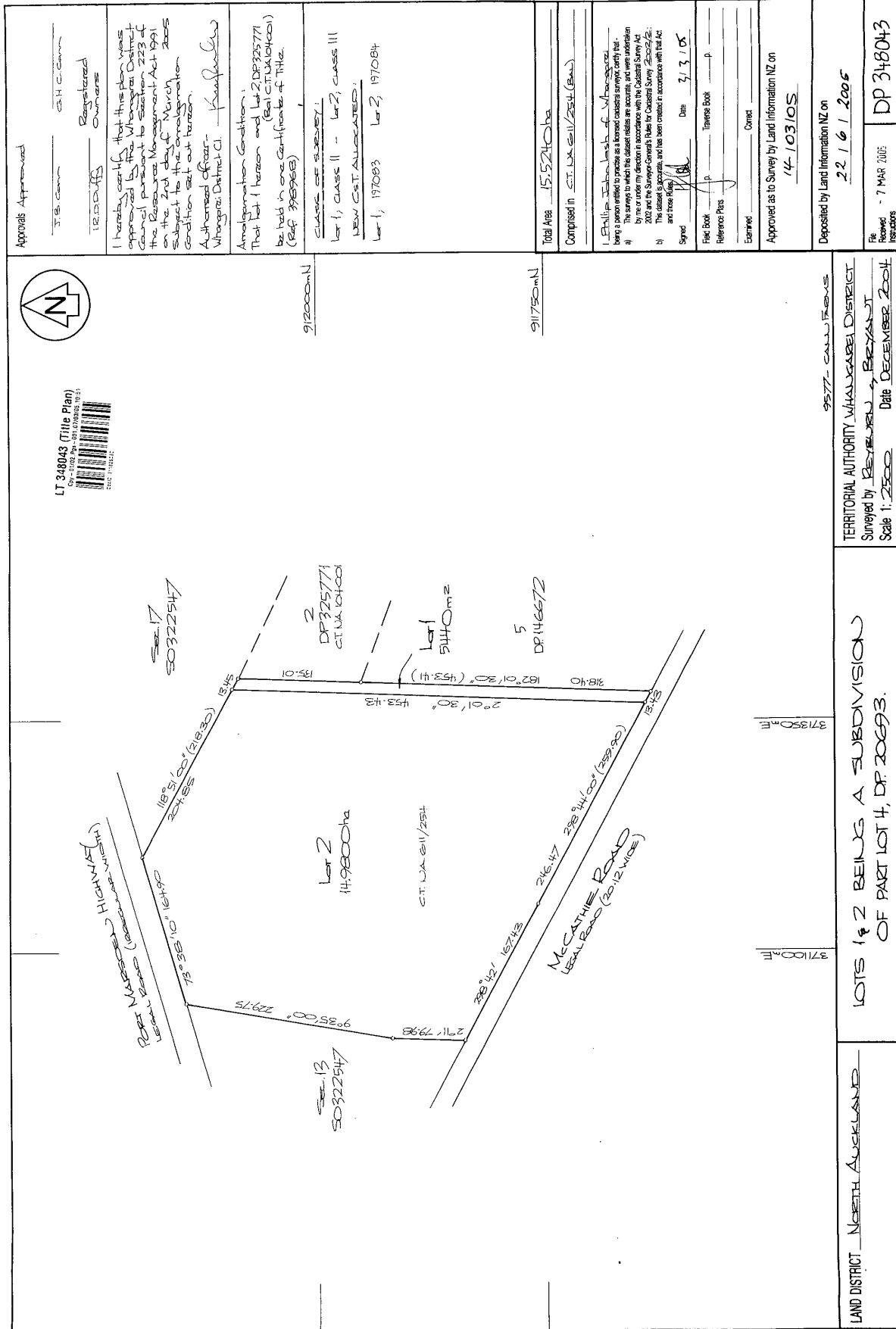
Deposited by Land Information NZ on: 9/10/2003
Registered: 13 AUG 2003
Plan Number: DP 325771

TERRITORIAL AUTHORITY: Whangarei District
Surveyed by: Reburn & Bryant
Scale: 1:2500
Date: July 2003

LAND DISTRICT: North Auckland
Lots 1 and 2 being Subdivision of Lot 4 D.P. 146672.

Diagram A: Not to Scale
Diagram B: Not to Scale

ALL BEING SUPERIOR GENERAL LAND INFORMATION, NEW ZEALAND.
 PHOTOED WITH BY 77



Approvals Approved

J.B. Gann
Registered Owners
12.05.05

I hereby certify that this plan was approved by the Whangarei District Council pursuant to Section 223 of the Resource Management Act 1991 on the 2nd day of March 2005 subject to the amalgamation condition set out herein.

Authorised Officer: *[Signature]*
Whangarei District Council

Amalgamation Condition:
That Lot 1 herein and Lot 2 DP 325771 (Plan CT: LA 104001) be held in one Certificate of Title. (Ref: 398968)

Class of Survey:
Lot 1, class II - Lot 2, class III
NEW C.T. ALLOCATED.
Lot 1, 197083 Lot 2, 197084

Total Area 15,524.02 ha

Compared in CT: LA 611/2514 (NEW)

1. Philip Johnston of Whangarei being a person entitled to practice as a licensed cadastral surveyor, certify that he has surveyed the land shown on this plan in accordance with the Land Survey Act 2002 and the Survey-General's Rules for Cadastral Survey, 2002/2003. This plan is accurate, and has been created in accordance with that Act and those Rules.

Signed: *[Signature]* Date: 3/3/05
Field Book: p. Timere Book: p.
Reference Plans: p.

Examined: _____
Approved as to Survey by Land Information NZ on 14/10/05

Deposited by Land Information NZ on 22/10/2005

File Received: 7 MAR 2005
Reference: DP 348043

9577- CALL IRONS
TERRITORIAL AUTHORITY WHANGAREI DISTRICT
Surveyed by *[Signature]* → *[Signature]*
Scale 1: 2500 Date DECEMBER 2004

LOTS 1 & 2 BEING A SUBDIVISION OF PART LOT 4, DP 30693.

LAND DISTRICT NORTH AUCKLAND



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




R.W. Muir
Registrar-General
of Land

Identifier **197084**
Land Registration District **North Auckland**
Date Issued 22 June 2005

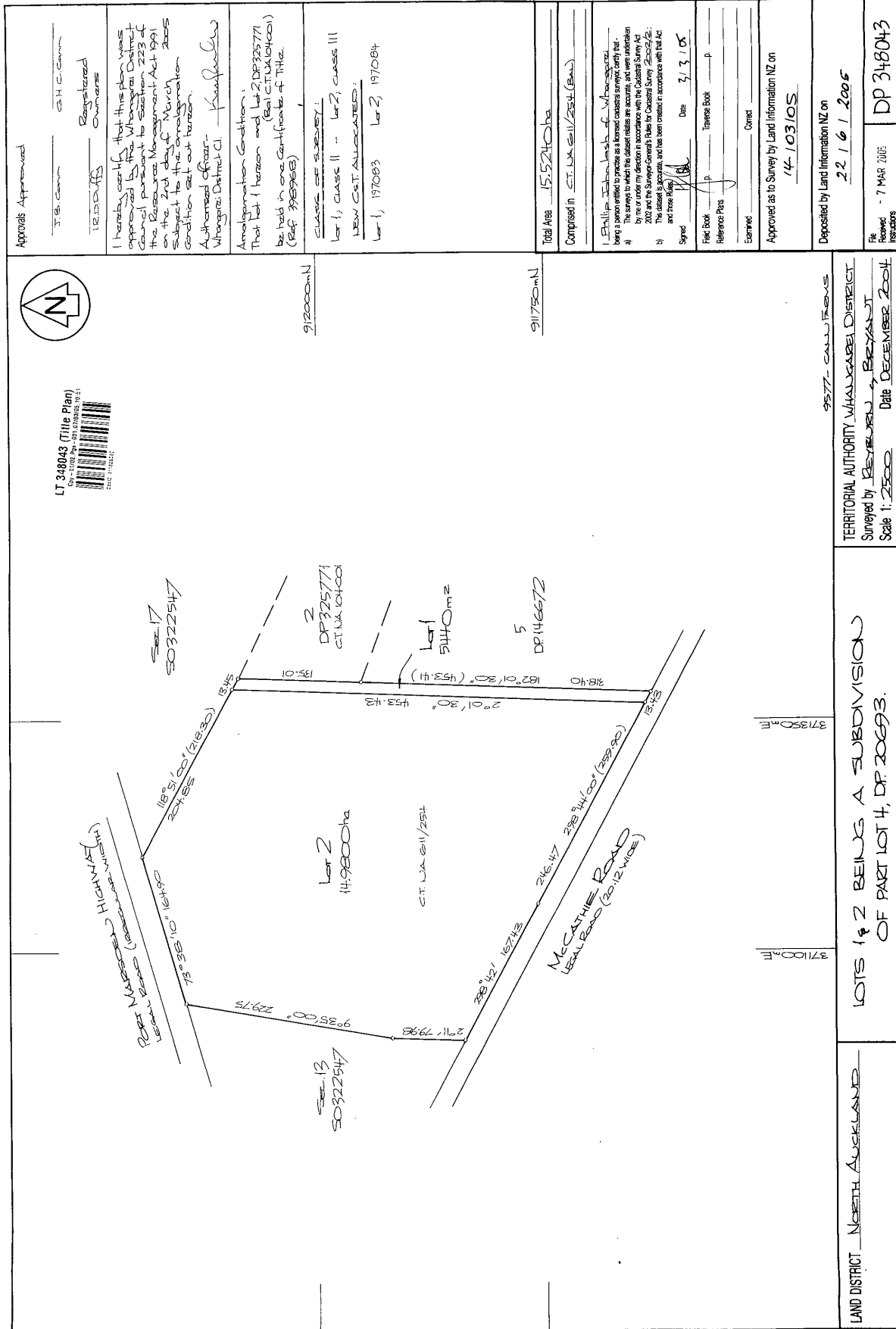
Prior References
NA611/254

Estate Fee Simple
Area 14.9800 hectares more or less
Legal Description Lot 2 Deposited Plan 348043

Registered Owners
Meridian Energy Limited

Interests

7301273.1 Notice pursuant to Section 94C Transit New Zealand Act 1989 declaring the adjoining State Highway 15A from State Highway 1 Intersection to Marsden Point to be a limited access road - 30.3.2007 at 9:00 am (see 7300756.1)
7301273.3 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 30.3.2007 at 9:00 am



Approvals Approved

J.B. Cann
 Registered Owners
 12.05.05

I hereby certify that this plan was approved by the Whangarei District Council pursuant to Section 223 of the Resource Management Act 1991 on the 2nd day of March 2005 subject to the amalgamation condition set out herein.

Authorised Officer
 Whangarei District Council
 [Signature]

Amalgamation Condition:
 That Lot 1 hereon and Lot 2 DP 325771 (Plan CT 14/10400) be held in one Certificate of Title. (Ref 395968)

Class of Survey:
 Lot 1, class II - Lot 2, class III
 NEW C.T. ALLOCATED.
 Lot 1, 197083 Lot 2, 197084

Total Area 15.5240 ha

Compared in C.T. 14/251/251 (B.M.)

1. Philip Johnston of Whangarei being a person entitled to practice as a licensed cadastral surveyor, certify that he has surveyed the land hereon in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2002/2002. This plan is accurate, and has been created in accordance with that Act and those Rules.

Signed [Signature] Date 3/3/05
 Field Book [Signature] Traverse Book [Signature]
 Reference Plans [Signature]
 Examined [Signature] Correct

Approved as to Survey by Land Information NZ on 14/103/05

Deposited by Land Information NZ on 22/10/2005

File Received - 7 MAR 2005
 Reference DP 348043



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




R.W. Muir
Registrar-General
of Land

Identifier 347164
Land Registration District North Auckland
Date Issued 17 July 2007

Prior References
159512

Estate Fee Simple
Area 17.9633 hectares more or less
Legal Description Lot 1 Deposited Plan 386730

Registered Owners
Meridian Energy Limited

Interests

7301273.1 Notice pursuant to Section 94C Transit New Zealand Act 1989 declaring the adjoining State Highway 15A from State Highway 1 Intersection to Marsden Point to be a limited access road - 30.3.2007 at 9:00 am (see 7300756.1)

7301273.4 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 30.3.2007 at 9:00 am

Subject to a right of way, electricity and telecommunications over part marked A, stormwater drainage rights over parts marked C, E & F and right of way over parts marked D & E on DP 386730 created by Easement Instrument 7465288.4 - 17.7.2007 at 9:00 am

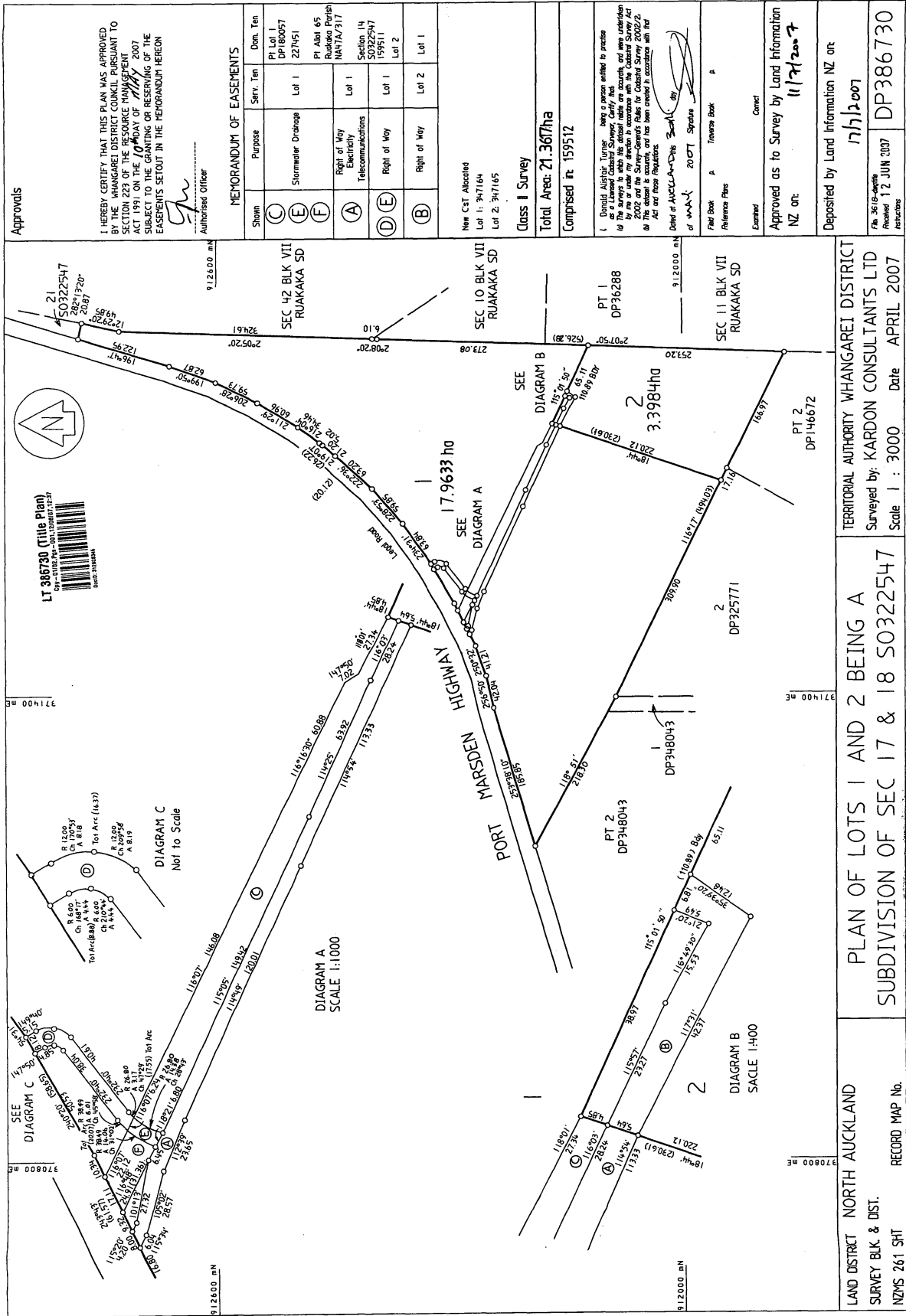
Appurtenant hereto is a right of way created by Easement Instrument 7465288.4 - 17.7.2007 at 9:00 am

The easements created by Easement Instrument 7465288.4 are subject to Section 243 (a) Resource Management Act 1991

7465288.5 Encumbrance to Northpower Limited - 17.7.2007 at 9:00 am

Subject to a right (in gross) to drain water over part marked K on DP 419043 in favour of Whangarei District Council created by Easement Instrument 8160002.7 - 5.10.2009 at 9:33 am

The easements created by Easement Instrument 8160002.7 are subject to Section 243 (a) Resource Management Act 1991



Approvals

I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE WHANGAREI DISTRICT COUNCIL PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1976 ON THE 10th DAY OF APRIL 2007 IN RESPECT OF THE EASEMENTS SET OUT IN THE MEMORANDUM HEREON

Authorised Officer

MEMORANDUM OF EASEMENTS			
Shown	Purpose	Serv. Ten	Dom. Ten
(C)	Stormwater Drainage	Lot 1	DP180057 221451
(E)	Right of Way Electricity	Lot 1	PI Area 65 Ruakaka Parish NA17A/317
(F)	Right of Way Telecommunications	Lot 1	Section 14 S022597 159511
(D)	Right of Way	Lot 1	Lot 2
(E)	Right of Way	Lot 1	Lot 2
(B)	Right of Way	Lot 1	Lot 1

New CST Allocated
Lot 1: 347164
Lot 2: 347165

Class I Survey
Total Area: 21.3617ha
Comprised in: 159512

I, Donald Alistair Turner, being a person entitled to practice as a Surveyor in New Zealand, do hereby certify that the survey was conducted in accordance with the Land Survey Act 2002 and the Survey-General's Rules for Coastal Survey 2002/2, and that the survey has been carried out in accordance with the Act and those Regulations.

Date of Allocation: 20/07/2007
Signed: [Signature]

Field Book Reference Files
Landed
Correct

Approved as to Survey by Land Information NZ on: 11/12/2007

Deposited by Land Information NZ on: 17/12/2007

Received 12 JUN 2007
DP386730

LAND DISTRICT NORTH AUCKLAND
SURVEY BLK. & DIST. NZMS 261 SHT
RECORD MAP No.

PLAN OF LOTS 1 AND 2 BEING A
SUBDIVISION OF SEC 17 & 18 S0322547

TERRITORIAL AUTHORITY WHANGAREI DISTRICT
Surveyed by: KARDON CONSULTANTS LTD
Scale 1 : 3000 Date APRIL 2007

DIAGRAM A
SCALE 1:1000

DIAGRAM B
SCALE 1:400

DIAGRAM C
NOT TO SCALE



TRANSFER
Land Transfer Act 1952

E 5758642.3 Grant of Ea:

Cpy - 01/01, Pgs - 007, 09/10/03, 08:10



DocID: 311095010



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No. All or Part? Area and legal description -- Insert only when part or Stratum,

104001 87C/110	All	
-------------------	-----	--

Transferor Surnames must be *underlined* or in CAPITALS

John David LANGTON and Colleen Irvine LANGTON

Transferee Surnames must be *underlined* or in CAPITALS

NORTHPOWER LIMITED

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

Electricity easement in gross (continued on page 2 annexure schedule)

Consideration

\$1.00

Operative Clause

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

Dated this 9th day of September 2003

Attestation

C. D. Langton
Signature, or common seal of Transferor

Signed in my presence by the Transferor by its directors:
Signature of Witness

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

Witness name MARK NEILSON EDASEFF

Occupation ELECTRICIAN

Address RD 1, MCCATHIE ROAD, AUAUKA.

Certified correct for the purposes of the Land Transfer Act 1952

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

REF: 4/35/2

Solicitor for the Transferee

1. **DEFINITIONS.**

1.1 In this instrument unless the context indicates otherwise:

"Easement Area" means that part of the Land marked "A" on deposited plan 325771 being part of Lot 2 DP 325771 comprised in Certificate of Title 104001

"Land" is the land owned by the Transferor described on page 1;

"Electrical Works" means the Works, Electrical Installation, Electrical Appliances, Fittings and Associate Equipment, as those terms are defined in the Electricity Act 1992, presently fixed or installed on, over or under the Easement Area, or to be fixed or installed on, over or under the Easement Area in substitution, addition or replacement for them, whether of the same or larger dimensions;

"Electricity Purposes" means the conveyance, reticulation, conversion, transformation and use of electrical power and includes transmitting, distributing and conducting telecommunications signals.

2. **GRANT OF ELECTRICITY EASEMENT**

2.1 The Transferor grants to the Transferee as an easement in gross forever the right to convey and transmit electrical energy without obstruction and in any quantity by means of the Electrical Works for Electricity Purposes.

2.2 The Transferee and its engineers, employees, contractors, workmen and anyone else authorised by the Transferee has the right, subject to section 3, to enter and remain for a reasonable time on the Easement Area, and any other parts of the Land as are reasonably necessary, to do the following work:

2.2.1 to construct, install and lay the Electrical Works on, over or under the Easement Area, at a depth or height and along a line determined by the Transferee;

2.2.2 to inspect, maintain, repair, dig up, alter, enlarge, renew or replace those Electrical Works; and

2.2.3 to do anything else in the full exercise of the Transferee's rights, with the Transferee's agents, contractor and employees, and with or without tools, plant, equipment and vehicles.

2.3 The Transferee has no obligation to construct the Electrical Works or convey electricity through them continuously or at all.

3. **ACCESS**

3.1 The Transferee's right of entry in clause 2.2 may be exercised on giving reasonable notice to the Transferor, except in an emergency.

3.2 When obtaining access to the Easement Area, the Transferee will:

3.2.1 complete the works as soon as possible with as little damage as possible to the Land and any vegetation, fences or improvements on it; and

3.2.2 repair and make good all damage caused by the Transferee or any person carrying out the work on behalf of the Transferee.

4. **OWNERSHIP**

The Electrical Works will at all times remain vested in the Transferee and no person, company, or other party has an interest in the Electrical Works by reason only of having an interest in the Land.

5. **TRANSFEROR'S OBLIGATIONS**

5.1 The Transferor will not, without the prior written permission of the Transferee (which will not be unreasonably withheld):

5.1.1 On the Easement Area, or within the minimum distance from the Electrical Works as advised by the Transferee (having regard to the relevant codes of practice and statutory or regulatory requirements applicable from time to time), construct or permit the construction of any roads, walls, or driveways, or carry out any earthworks or stockpiling, or place any buildings or structures, or allow any vegetation to become established, or remove or permit the removal of any soil, substance or material;

Je *JAP.* *HP* *BB* *6*

- 5.1.2 Do or allow anything to be done which would interrupt or restrict the transmission of electrical energy c
'interfere with or affect the other rights of the Transferee under this easement;
- 5.1.3 Impede the Transferee's access over the Land or the Easement Area to the Electrical Works.
- 5.2 The Transferor may put up fencing or gates on any part of the Easement Area as long as:
 - 5.2.1 the Transferor first notifies the Transferee of this intention;
 - 5.2.2 before putting up the gates or fences, the Transferee has marked the location of the Electrical Works; and
 - 5.2.3 fence or gate may interfere with the operation of the Electrical Works, the Transferee may prescribe the height, material used and/or location of the fence or gate.
- 5.3 The Transferor may not knowingly cause or permit flooding of the Easement Area.

6. MAINTENANCE

The Transferee is responsible for maintaining the Electrical Works in the Easement Area so that they do not become a nuisance or a danger.

7. NO POWER TO TERMINATE

There is no implied power in this instrument for the Transferor to terminate the easement rights due to the Transferee breaching any term of this instrument or for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

8. STATUTORY RIGHTS

The easement rights are in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952, but otherwise this easement does not affect any statutory powers which the Transferee may have.


9. DISPUTES

If any dispute arises between the Transferor and Transferee about the rights in this instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties, and if they cannot agree on one within 14 days, to be appointed by the President for the time being of the District Law Society where the Land is situated. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this instrument is to be treated as a submission to arbitration.

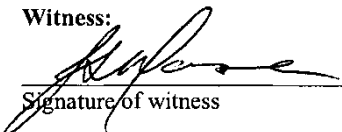
Continuation of "Attestation"

SIGNED by NORTHPOWER LIMITED

by its authorised attorney


Signature of authorised attorney

Witness:


Signature of witness

JOANNE SANDRA MASON
Full name of witness

SECRETARY
Occupation of witness

WHANGAREI
Address of witness

Sc JAD. [Signature]

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

I, **BRUNO PETERSEN**, Finance and Administration Manager, certify that:

1. By deed dated 5 August 2002 NORTHPOWER Limited (AK524776) a company having its registered office at Whangarei, appointed me its attorney on the terms and conditions set out in the power of attorney, a copy of which is deposited in the Land Information New Zealand at North Auckland under number SUP DOC 95026.
2. I have executed the attached document under the powers conferred on me by the power of attorney.
3. At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution of Northpower Limited or otherwise.



BRUNO PETERSEN

9 September 2003
Dated

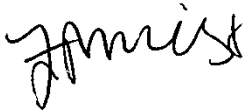
ANZ BANKING GROUP (NEW ZEALAND) LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, *Fiona Maree Priest* of Auckland in New Zealand, *Team Leader Securities* of ANZ Banking Group (New Zealand) Limited, hereby certify that:

1. By Deed dated *14 January 2003*, I was appointed an Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington on the terms and subject to the conditions set out in that deed.
2. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ Banking Group (New Zealand) Limited or otherwise.
3. This Deed is registered with Land Information, New Zealand, Dealing Number PA 5526043.1.

SIGNED by the abovenamed)
Attorney at Auckland)
on this *17th* day of)
September **2003.**)



Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 9th of September 2003 Page 4 of 5 pages

(Continue in additional Annexure Schedule, if required.)

ANZ Banking Group (New Zealand) Limited, the mortgagee under and by virtue of mortgage no. C690061.1, hereby consents to the within written transfer.

Dated at Auckland this 17th day of September 2003

ANZ Banking Group
(New Zealand)
Limited
by its Attorney Fiona M Priest

Fiona Maree Priest
Team Leader Securities

JAP This consent is given without
prejudice to the mortgagee's
rights powers and remedies
under the said Mortgage
JC

Witnessed by:
Daria Cicovic

Daria Cicovic
Bank Officer
Auckland

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

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



TRANSFER

Land Transfer Act 1952

Law Firm Acting

Thorne Dallas & Partners
Barristers & Solicitors
WHANGAREI

Auckland District Law Society
REF: 4135 /4

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

REF: 4135 /4

Encumbrance instrument
Section 101, Land Transfer Act 1952

ENC 6468241.5 Encum

Copy - 01/01, Pgs - 006, 22/06/06, 10:51



Land registration district

NORTH AUCKLAND

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

197083

ALL

Encumbrancer

Surname(s) must be underlined or in CAPITALS

CANN FARMS LIMITED

Encumbrancee

Surname(s) must be underlined or in CAPITALS

NORTHPOWER LIMITED

Estate or interest to be encumbered

Insert, eg, fee simple; leasehold in lease number, etc.

Fee simple

Encumbrance memorandum number

(This field is crossed out with a diagonal line)

Nature of security

State whether sum of money, annuity, or rentcharge, and amount.

Rent charge

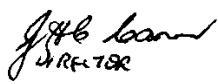
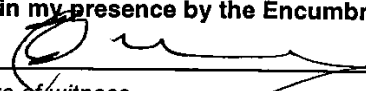
Operative clause

Delete words in [], as appropriate

The **Encumbrancer** encumbers for the benefit of the **Encumbrancee** the land in the above certificate(s) of title or computer register(s) with the above sum of money, annuity, or rentcharge to be raised and paid in accordance with the terms set out in the [above encumbrance memorandum] [Annexure Schedule(s)] and so as to incorporate in this encumbrance the terms and other provisions set out in the [above encumbrance memorandum] [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Dated this **4th** day of **March** **2005**

Attestation

 J B Lann DIRECTOR	<p>Signed in my presence by the Encumbrancer</p> 
	<p>Signature of witness Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name JAIN R. D. DUFFY</p> <p>Occupation TRUST MANAGER</p> <p>Address WHANGAREI</p>
<p>Signature [common seal] of Encumbrancer</p>	

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

(This field is crossed out with a diagonal line)

[Solicitor for] the Encumbrancee

Ref Code: CANN FARMS Ltd



Annexure Schedule 1

Encumbrance instrument

Dated 4 - 3 - 05

Page 2 of 4 pages

Terms

(Continue in additional Annexure Schedule(s) if required.)

1	Length of term
2	Payment date(s)
3	Rate(s) of interest
4	Event(s) in which the sum, annuity, or rentcharge becomes payable
5	Events(s) in which the sum, annuity, or rentcharge ceases to be payable

Covenants and conditions

(Continue in additional Annexure Schedule(s) if required.)

See annexure schedule

Modification of statutory provisions

(Continue in additional Annexure Schedule(s) if required.)

(This section is crossed out with a diagonal line.)

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

(Handwritten signatures: 4th barr, J Bb, and another signature)

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

4 - 3 - 05

Page

3

of

5

pages

(Continue in additional Annexure Schedule, if required.)

THIS MEMORANDUM dated 4th day of March 2005

BETWEEN Cann Farms Limited ("owner")

AND Northpower Limited ("Northpower")

BACKGROUND

- A The owner is registered as proprietor of an estate in Fee Simple in the land.
- B The owner has requested the council to consent to that subdivision of the land in terms of a plan lodged for deposit at Land Information New Zealand.
- C The council has agreed to consent to that subdivision on condition amongst other things that Northpower's requirements are met.
- D Northpower has required the owner to make any prospective purchaser of the land aware of circumstances whereby no electricity supply has been made available to the land.
- E The council has therefore agreed to consent to the subdivision application on the condition (amongst other things) that the owner enters into and registers this encumbrance.

WITNESSES AS FOLLOWS:

1 INTERPRETATION

In this memorandum unless the context indicates otherwise:

1.1 Definitions:

"Northpower" means Northpower Limited and includes its' successors and its' successors and its' officers and agents;

"Council" means the territorial local authority for the area in which the land is situated;

"Owner" means the company as the owner of the memorandum and includes the person for the time being registered as proprietor of the land but only for as long as that person has an interest in the land;

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

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

4-3-05

Page

4

of

5

pages

(Continue in additional Annexure Schedule, if required.)

1.2 "Joint and Several liability": an obligation by two or more persons binds those persons jointly and severally.

1.3 "Plural and Singular": words importing the singular number include the plural and vice versa.

2 ENCUMBRANCE

The owner encumbers the land for the benefit of Northpower for a term of 999 years, commencing from the date of registration of this encumbrance, at an annual rent charge of \$10.00 to be paid on 30th June in each year if demanded by that date.

3 COVENANTS

The owner covenants with Northpower on behalf of the owner and the owner's successors in title that prior to disposing of the land it will advise that person purchasing or acquiring the land that no electricity supply is available to the land.

4 DISCHARGE

Northpower will discharge this encumbrance if the obligation in clause 3 becomes obsolete.

5 COSTS

The owner will pay all legal costs attributable to the preparation, registration, enforcement and discharge of this encumbrance.

6 IMPLIED TERMS

Section 104 of the Property Law Act 1952 applies to this encumbrance but otherwise (and without prejudice to Northpower's rights of actions at common law as a rent charger or encumbrancee).

6.1 Northpower is entitled to none of the powers and remedies of encumbrances by the Land Transfer Act 1952 and the Property Law Act 1952, and

6.2 No covenants by the owner or his or her successors in title as implied in this encumbrance other than the covenants for further assurance implied by section of the Land Transfer Act 1952.

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

[Handwritten signatures]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

4-3-05

Page

5

of

5

pages

(Continue in additional Annexure Schedule, if required.)

Executed by the Owner:

CANN FARMS LIMITED

SIGNED by the Owner

J.H. Cann / J.B. Cann
Directors

signature of witness

[Signature]

IAIN R. D. DUFFY
TRUST MANAGER
WHANGAREI

full name of witness

occupation of witness

address of witness

Lot 1
Lots ~~1~~ 2

SCHEDULE
DP 348043
DP 325771

CT 197083

Being all land in Certificate of Title 197083

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

J.H. Cann / J.B. Cann

NOTICE BY TRANSIT NEW ZEALAND AUTHORISING A CROSSING PLACE TO AND FROM A LIMITED ACCESS ROAD UNDER SECTION 91 TRANSIT NEW ZEALAND ACT 1989

State Highway No. 15A Declared Section: SH 1 INTERSECTION TO MARSDEN POINT

DESCRIPTION OF LAND ADJOINING LIMITED ACCESS ROAD:

SECT 13 SO 322547, CT 159510 (the "Property")

Authorisation of Crossing Place

1. Pursuant to Section 91 of the Transit New Zealand Act 1989 Transit New Zealand authorises the crossing place marked No 43 on plan numbered LA11/59/1 (*"the crossing place"*), at which crossing place vehicles may proceed to and from the Limited Access Road and from and to the property. A copy of the plan is available for inspection at the office of the Regional Manager, Transit New Zealand Auckland.
2. The crossing place shall be located on the road frontage 74m from the Northern boundary of the property.

CONDITIONS

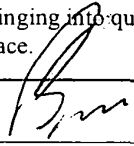
3. The owner of the land specified above shall advise the Auckland Regional Manager, without delay if any of the following occur:
 - (i) A change in the nature, scale of use of the crossing place; or
 - (ii) A change in the legal description of the property; or
 - (iii) The owner has any concerns regarding the safety to users of this crossing place or the safety of users of the State highway or the efficiency of the State highway in the vicinity of this crossing place.
4. If, as a result of a change in the nature or scale of use of the crossing place or the property:
 - (i) Transit New Zealand is satisfied that works to the crossing place are necessary to address safety or efficiency concerns relating to the crossing place or to the State highway adjacent to the crossing place (*"the required works"*); and
 - (ii) Transit New Zealand notifies the owner in writing of the required works (*"the notice of required works"*); The owner shall, at his/her cost, carry out the required works to the satisfaction of the Regional Manager, Transit New Zealand (Auckland), within the time specified in the notice of required works.

Advice Notes

- a) At the time of issue of this notice, the crossing place is used as access for vehicles associated with farming activity.
- b) If the crossing place was in existence at the time of the declaration of the State highway as a Limited Access Road, this notice does not confirm the acceptability of its safety or standard of design and construction for its current use. If the owner has any concerns in this regard, he/she should contact Transit New Zealand.
- c) Transit has standards for the design and construction of crossing places to State highways, and requires the owner to adopt those standards when making any changes to the use, location or design of the crossing place.
- d) A separate written permission from the Regional Manager in accordance with section 51 of the Transit New Zealand Act 1989, is required before any work may be done on the State highway, other than routine maintenance which is to be done by the owner of the property. This notice **does not** constitute that written permission.
- e) The owner's attention is drawn to the powers provided in section 91 of the Transit New Zealand Act 1989, to cancel the right to use a crossing place if the parcel of land has reasonably practicable legal access to some other road or has another authorised crossing place, and to cancel or vary conditions or impose further conditions, and to vary the location of the crossing place.
- f) Conditions 3 and 4 above have been included on this crossing place notice pursuant to s91(1)(a)(i) Transit New Zealand Act 1989 to enable Transit to assess for itself whether any change in use of the crossing place, property, or occurrence of any other relevant incident raises safety or efficiency issues which require addressing.
- g) Circumstances in which Transit would expect the landowner to advise the Regional Manager of concerns regarding the safety and efficiency of use of the crossing place, or State highway in the vicinity of the crossing place pursuant to subparagraph 3(ii) above include the occurrence of:
 - An accident which is directly or indirectly attributable to the use of the crossing place;
 - Any other incident (such as a near-accident) bringing into question the safety and efficiency of the crossing place or State highway in the vicinity of the crossing place.

Dated this 13th day of February 2007

SIGNED for and on behalf of Transit New Zealand


Peter John Murray Spies

Regional Manager - acting pursuant to delegated authority

C91 7301273.2 Notice ur

Cpy - 01/04, Pgs - 007, 02/04/07, 14:08



DocID: 312850972

Landonline User ID:

HEREWITH

Dealing / Plan Number:
(LINZ Use only)

LODGING FIRM: Transit New Zealand

Survey Plan (#)

Address: P. O. Box 1459

Title Plan (#)

Auckland

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Documents (#)

Other (state)

Priority Barcode/Date Stamp
(LINZ Use only)

Plan Number Pre-Allocated or to
be Deposited:

Rejected Dealing Number:

C91 7301273.2 Notice of
COPY - 02/04, Pgs - 007, 02/04/07, 14, 08
Copies
(inc. original)
DocID: 312860972

pu

ASSOCIATED FIRM:
Client Code / Ref: LAR 1226 Batch No. 5

or Uplifting Box Number:

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	See attached schedule	C94C	-	\$2.00	14	\$28.00					\$28.00
2	CT 159510	C91	CP43	\$2.00							\$2.00
3	CT NA611/254	C91	CP44	\$2.00							\$2.00
4	CT 159512	C91	CP45	\$2.00							\$2.00
5	CT NA1034/280	C91	CP46	\$2.00							\$2.00
6	CT 132539	C91	CP47	\$2.00							\$2.00

Land Information New Zealand Lodgement Form
Fees Receipt and Tax Invoice
GST Registered Number: 17-022-895
LINZ Form P005

Annotations (LINZ use only)		Subtotal -	\$38.00
Less Fees Paid on Dealing no:			
Debit my Account for -			
Cash/Cheque enclosed for -			NIL
Total Fees for this dealing -			

LINZ Form P005

Version 1.7: 27 January 2004

PAGE TWO

Dealing / Plan Number:
(LINZ Use only)

Landonline User ID:

LOGGING FIRM: Transit New Zealand

Priority Barcode/Date Stamp
(LINZ Use only)

Plan Number Pre-Allocated or to
be Deposited:

Client Code / Ref: LAR 1226 Batch No. 5

Rejected Dealing Number:

Priority Order	CT Ref.	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
7	CT NA6A/95	C91	CP48	\$2.00							\$2.00
8	CT NA781/49	C91	CP49	\$2.00							\$2.00
9	CT NA781/49	C91	CP50	\$2.00							\$2.00
10	CT NA10A/761	C91	CP51	\$2.00							\$2.00
11	CT NA10A/761	C91	CP52	\$2.00							\$2.00
12	CT NA9D/1163	C91	CP53	\$2.00							\$2.00
13	CT NA7D/533	C91	CP54	\$2.00							\$2.00

Land Information New Zealand Lodgement Form
Fees Receipt and Tax Invoice
GST Registered Number 17-022-895
LINZ Form P005

Annotations (LINZ use only)

Total Fees for this dealing -

Subtotal - \$14.00
Less Fees Paid on Dealing no. - \$38.00
Debit my Account for -
Cash/Cheque enclosed for - NIL

Landonline User ID: _____

LODGING FIRM: Transit New Zealand

PAGE THREE

Dealing / Plan Number:
(LINZ Use only)

Priority Barcoded/Date Stamp
(LINZ Use only)

Plan Number Pre-Allocated or to
be Deposited:

Rejected Dealing Number: _____

Client Code / Ref: LAR 1226 Batch No. 5

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MUL-TI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
14	CT NA7D/533	C91	CP55	\$2.00							\$2.00
15	CT NA64A/167	C91	CP56	\$2.00							\$2.00
16	CT NA70A/371	C91	CP57	\$2.00							\$2.00

Land Information New Zealand Lodgement Form

Fees Receipt and Tax Invoice
GST Registered Number 17-022-895
LINZ Form P005

LINZ Form P005

<i>Annotations (LINZ use only)</i>		Subtotal -	\$6.00
Less Fees Paid on Dealing no.:			\$52.00
Debit my Account for -			\$58.00
Cash/Cheque enclosed for -			NILL
Total Fees for this dealing -			

**SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION
STATE HIGHWAY NO 15A - FROM RP 0/0.00 - RP 0/8.535
SECTION SH 1 INTERSECTION TO MARSDEN POINT**

RIGHT SIDE PROPERTIES

Survey Date: 22 March, 2005

Legal Description and Title of Land	CP No	Route Position	Registered Proprietor (Not For Publication)	Remarks
SECT 13 SO 322547 CT 159510 CT 133510 CT 133510	43	0/2.954	GAYE HILDA COLLEEN CANN IAIN ROBERT DRUMMOND DUFFY JOSEPH BRUCE CANN	Farm access.
LOT 4 DP 20693 CT NA611/254 CT NA611/254 CT NA611/254	44	0/3.159	GAYE HILDA COLLEEN CANN IAIN ROBERT DRUMMOND DUFFY JOSEPH BRUCE CANN	Farm access.
SECT 17 SO 322547 CT 159512	45	0/3.568	CANN FARMS LIMITED	Farm access.
SECT 18 SO 322547 CT 133512	-		CANN FARMS LIMITED	No existing crossing place, but access available from CP 45, SECT 17 SO 322547 same CT.
SEC 21 SO 322547 CT 247490	-		MIGHTY RIVER POWER LIMITED	No existing crossing place, but access available from CP 45A, SECT 23 SO 322547 same CT. CP 45A is an allocated CP.
SEC 23 SO 322547 CT 247490	45A		MIGHTY RIVER POWER LIMITED	Allocated access.
SEC 24 SO 322547 CT 247490	-		MIGHTY RIVER POWER LIMITED	No existing crossing place, but access available from CP 45A, SECT 23 SO 322547 same CT. CP 45A is an Allocated CP.
SEC 8 BLK VII RUAKAKA SD CT NA1034/280	46	0/5.134	MIGHTY RIVER POWER LIMITED	Farm access.
SEC 30 SO 322547 CT 159504	-		MIGHTY RIVER POWER LIMITED	Gains vehicle access off Ruakaka Rd.
SEC 37 SO 322547 CT 133304	-		MIGHTY RIVER POWER LIMITED	Gains vehicle access of Mc Ewan Road and Ruakaka Road.

**SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION
STATE HIGHWAY NO 15A - FROM RP 0/0.00 - RP 0/8.535
SECTION SH 1 INTERSECTION TO MARSDEN POINT**

RIGHT SIDE PROPERTIES

Survey Date:

22 March, 2005

Legal Description and Title of Land	CP No	Route Position	Registered Proprietor (Not For Publication)	Remarks
SEC 2 SO 311980 CT 132539	47	0/5.961	NORTHLAND PORT CORPORATION (NZ) LIMITED	Farm access.
SEC 44 BLK VII RUAKAKA SD CT NA6A/95	48	0/6.252	LAND RESOURCES (FP) LIMITED	Farm access.
SEC 26 BLK VII RUAKAKA SD CT NA701/43	49	0/7.029	LAND RESOURCES (FP) LIMITED	Farm access.
SEC 26 BLK VII RUAKAKA SD CT NA781/49	50	0/7.125	LAND RESOURCES (FP) LIMITED	Farm access.
PT ALLOT 83 PSH OF RUAKAKA CT NA10A/761	51	0/7.305	THE NEW ZEALAND REFINING COMPANY LIMITED	Farm access.
PT ALLOT 83 PSH OF RUAKAKA CT NA10A/761	52	0/7.592	THE NEW ZEALAND REFINING COMPANY LIMITED	Farm access.
LOT 1 DP 56387 CT NA9D/1163	53	0/7.94	THE NEW ZEALAND REFINING COMPANY LIMITED	Farm access.
LOT 1 DP 54730 CT NA7D/533	54	0/7.969	THE NEW ZEALAND REFINING COMPANY LIMITED	Industrial access. Primary access gained off Mair Road.
LOT 1 DP 54730 CT NA7D/533	55	0/8.045	THE NEW ZEALAND REFINING COMPANY LIMITED	Industrial access. Primary access gained off Mair Road.
SEC 3 BLK VIII RUAKAKA SD CT NA64A/167	56	0/8.402	NEW ZEALAND REFINING COMPANY LIMITED	Refining Company's Visitors Centre and Cafe.
SEC 8 BLK VIII RUAKAKA SD CT NA64A/167	-	-	NEW ZEALAND REFINING COMPANY LIMITED	No existing crossing place, but access available from CP 56, SEC 3 BLK VIII RUAKAKA SD same CT.

**SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION
STATE HIGHWAY NO 15A - FROM RP 0/0.00 - RP 0/8.535
SECTION SH 1 INTERSECTION TO MARSDEN POINT**

RIGHT SIDE PROPERTIES

Survey Date: 22 March, 2005

Legal Description and Title of Land	CP No	Route Position	Registered Proprietor (Not For Publication)	Remarks
SEC 10 BLK VIII RUAKAKA SD CT NA70A/371	57	0/8.446	THE NEW ZEALAND REFINING COMPANY LIMITED	Industrial access.

NOTICE BY TRANSIT NEW ZEALAND AUTHORISING A CROSSING PLACE TO AND FROM A LIMITED ACCESS ROAD UNDER SECTION 91 TRANSIT NEW ZEALAND ACT 1989

State Highway No. 15A Declared Section: SH 1 INTERSECTION TO MARSDEN POINT

**DESCRIPTION OF LAND ADJOINING LIMITED ACCESS ROAD:
LOT 4 DP 20693, CT NA611/254 (the "Property")**

Authorisation of Crossing Place

1. Pursuant to Section 91 of the Transit New Zealand Act 1989 Transit New Zealand authorises the crossing place marked No 44 on plan numbered LA11/59/1 (*"the crossing place"*), at which crossing place vehicles may proceed to and from the Limited Access Road and from and to the property. A copy of the plan is available for inspection at the office of the Regional Manager, Transit New Zealand Auckland.
2. The crossing place shall be located on the road frontage 26m from the Northern boundary of the property.

CONDITIONS

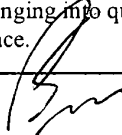
3. The owner of the land specified above shall advise the Auckland Regional Manager, without delay if any of the following occur:
 - (i) A change in the nature, scale of use of the crossing place; or
 - (ii) A change in the legal description of the property; or
 - (iii) The owner has any concerns regarding the safety to users of this crossing place or the safety of users of the State highway or the efficiency of the State highway in the vicinity of this crossing place.
4. If, as a result of a change in the nature or scale of use of the crossing place or the property:
 - (i) Transit New Zealand is satisfied that works to the crossing place are necessary to address safety or efficiency concerns relating to the crossing place or to the State highway adjacent to the crossing place (*"the required works"*); and
 - (ii) Transit New Zealand notifies the owner in writing of the required works (*"the notice of required works"*); The owner shall, at his/her cost, carry out the required works to the satisfaction of the Regional Manager, Transit New Zealand (Auckland), within the time specified in the notice of required works.

Advice Notes

- a) At the time of issue of this notice, the crossing place is used as access for vehicles associated with farming activity.
- b) If the crossing place was in existence at the time of the declaration of the State highway as a Limited Access Road, this notice does not confirm the acceptability of its safety or standard of design and construction for its current use. If the owner has any concerns in this regard, he/she should contact Transit New Zealand.
- c) Transit has standards for the design and construction of crossing places to State highways, and requires the owner to adopt those standards when making any changes to the use, location or design of the crossing place.
- d) A separate written permission from the Regional Manager in accordance with section 51 of the Transit New Zealand Act 1989, is required before any work may be done on the State highway, other than routine maintenance which is to be done by the owner of the property. This notice **does not** constitute that written permission.
- e) The owner's attention is drawn to the powers provided in section 91 of the Transit New Zealand Act 1989, to cancel the right to use a crossing place if the parcel of land has reasonably practicable legal access to some other road or has another authorised crossing place, and to cancel or vary conditions or impose further conditions, and to vary the location of the crossing place.
- f) Conditions 3 and 4 above have been included on this crossing place notice pursuant to s91(1)(a)(i) Transit New Zealand Act 1989 to enable Transit to assess for itself whether any change in use of the crossing place, property, or occurrence of any other relevant incident raises safety or efficiency issues which require addressing.
- g) Circumstances in which Transit would expect the landowner to advise the Regional Manager of concerns regarding the safety and efficiency of use of the crossing place, or State highway in the vicinity of the crossing place pursuant to subparagraph 3(ii) above include the occurrence of:
 - An accident which is directly or indirectly attributable to the use of the crossing place;
 - Any other incident (such as a near-accident) bringing into question the safety and efficiency of the crossing place or State highway in the vicinity of the crossing place.

Dated this 13th day of February 2007

SIGNED for and on behalf of Transit New Zealand


 Peter John Murray Spies
 Regional Manager - acting pursuant to delegated authority

C91 7301273.3 Notice ur

Cpy - 01/01, Pgs - 001, 29/03/07, 14:16



DocID: 312860971

NOTICE BY TRANSIT NEW ZEALAND AUTHORISING A CROSSING PLACE TO AND FROM A LIMITED ACCESS ROAD UNDER SECTION 91 TRANSIT NEW ZEALAND ACT 1989

State Highway No. 15A Declared Section: SH 1 INTERSECTION TO MARSDEN POINT

**DESCRIPTION OF LAND ADJOINING LIMITED ACCESS ROAD:
SECT 17 SO 322547, CT 159512 (the "Property")**

Authorisation of Crossing Place

1. Pursuant to Section 91 of the Transit New Zealand Act 1989 Transit New Zealand authorises the crossing place marked No 45 on plan numbered LA11/59/1 (*"the crossing place"*), at which crossing place vehicles may proceed to and from the Limited Access Road and from and to the property. A copy of the plan is available for inspection at the office of the Regional Manager, Transit New Zealand Auckland.
2. The crossing place shall be located on the road frontage 209m from the Northern boundary of the property.

CONDITIONS

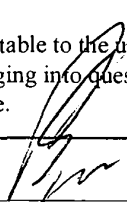
3. The owner of the land specified above shall advise the Auckland Regional Manager, without delay if any of the following occur:
 - (i) A change in the nature, scale of use of the crossing place; or
 - (ii) A change in the legal description of the property; or
 - (iii) The owner has any concerns regarding the safety to users of this crossing place or the safety of users of the State highway or the efficiency of the State highway in the vicinity of this crossing place.
4. If, as a result of a change in the nature or scale of use of the crossing place or the property:
 - (i) Transit New Zealand is satisfied that works to the crossing place are necessary to address safety or efficiency concerns relating to the crossing place or to the State highway adjacent to the crossing place (*"the required works"*); and
 - (ii) Transit New Zealand notifies the owner in writing of the required works (*"the notice of required works"*); The owner shall, at his/her cost, carry out the required works to the satisfaction of the Regional Manager, Transit New Zealand (Auckland), within the time specified in the notice of required works.

Advice Notes

- a) At the time of issue of this notice, the crossing place is used as access for vehicles associated with farming activity.
- b) If the crossing place was in existence at the time of the declaration of the State highway as a Limited Access Road, this notice does not confirm the acceptability of its safety or standard of design and construction for its current use. If the owner has any concerns in this regard, he/she should contact Transit New Zealand.
- c) Transit has standards for the design and construction of crossing places to State highways, and requires the owner to adopt those standards when making any changes to the use, location or design of the crossing place.
- d) A separate written permission from the Regional Manager in accordance with section 51 of the Transit New Zealand Act 1989, is required before any work may be done on the State highway, other than routine maintenance which is to be done by the owner of the property. This notice **does not** constitute that written permission.
- e) The owner's attention is drawn to the powers provided in section 91 of the Transit New Zealand Act 1989, to cancel the right to use a crossing place if the parcel of land has reasonably practicable legal access to some other road or has another authorised crossing place, and to cancel or vary conditions or impose further conditions, and to vary the location of the crossing place.
- f) Conditions 3 and 4 above have been included on this crossing place notice pursuant to s91(1)(a)(i) Transit New Zealand Act 1989 to enable Transit to assess for itself whether any change in use of the crossing place, property, or occurrence of any other relevant incident raises safety or efficiency issues which require addressing.
- g) Circumstances in which Transit would expect the landowner to advise the Regional Manager of concerns regarding the safety and efficiency of use of the crossing place, or State highway in the vicinity of the crossing place pursuant to subparagraph 3(ii) above include the occurrence of:
 - An accident which is directly or indirectly attributable to the use of the crossing place;
 - Any other incident (such as a near-accident) bringing into question the safety and efficiency of the crossing place or State highway in the vicinity of the crossing place.

Dated this 13th day of February 2007

SIGNED for and on behalf of Transit New Zealand


 Peter John Murray Spies
 Regional Manager - acting pursuant to delegated authority

C91 7301273.4 Notice of

Cpy - 01/01, Pgs - 001, 29/03/07, 14:16



DocID: 312850968

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

Sections 90A and 90F, Land Transfer Act 1952

EI 7465288.4 Easement

Cpy - 01/01, Pgs - 006, 17/07/07, 08:20

Land registration district

NORTH AUCKLAND



DocID 312932965

Grantor

Surname(s) must be underlined or in CAPITALS.

CANN FARMS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

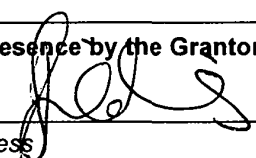
CANN FARMS LIMITED and GREAT NORTHERN LAND COMPANY LIMITED

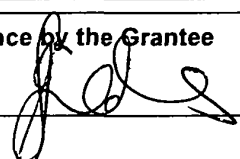
Grant* of easement or profit à prendre or creation or covenant

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

Dated this 9th day of May 2007

Attestation

<i>L.H. Cann</i> DIRECTOR <i>J. Cann</i> Director	Signed in my presence by the Grantor
	 Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Jenny Gilding Receptionist Address Whangarei
Signature [common seal] of Grantor	

<i>L.H. Cann</i> DIRECTOR <i>J. Cann</i> Director	Signed in my presence by the Grantee
	 Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Jenny Gilding Receptionist Address Whangarei
Signature [common seal] of Grantee	

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



[Solicitor for] the Grantee

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

A 2/2
8/20

Annexure Schedule 1



Easement instrument

Dated

9/5/07

Page

1

of

2

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Storm water Drainage	<u>386730</u> C, E and F	Lot 1, DP386730 (CT NA347164)	Pt Lot 1 DP180057 (CT NA227451); Pt Allot 65 Ruakaka Parish (CT NA47A/317); Section 14 SO922547 (CT NA159511) and Lot 2 DP386730 (CT NA347165)
Right of Way, Electricity and Telecommunications	A	Lot 1 DP386730 (CT NA347164)	Pt Lot 1 DP180057 (CT NA227451); Pt Allot 65 Ruakaka Parish (CT NA47A/317); Section 14 SO922547 (CT NA159511) and Lot 2 DP386730 (CT NA347165)
* continued on attached annexure schedule			

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

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

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

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

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

[the provisions set out in Annexure Schedule 2].

[Handwritten signatures]

Covenant provisions

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

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

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

~~Annexure Schedule 2~~.

[Handwritten signatures]

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

[Handwritten signatures]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

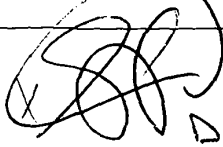

Easement Instrument

Dated 9 May 2007

Page 1 of 1 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Attestation"

 Director  Director	Signed in my presence by the Grantee _____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
	Signature [common seal] of Grantee

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

Annexure Schedule



Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement I

Dated 9/1/07

Page 2 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

Schedule A continued

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	386730 D and E	Lot 1 DP386730 (CT NA347164)	Pt Lot 1 DP180057 (CT NA227451), Pt Allot 65 Ruakaka Parish (CT NA47A/317), Section 14 SO922547 (CT NA159511) and Lot 2 DP386730 (CT NA347165)
Right of Way	B	Lot 2 DP386730 (CT NA347165)	Lot 1 DP386730 (CT NA347164)

See attached Annexure Schedule.

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

[Handwritten signatures and initials]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

E/I

Dated 9/5/07

Page 1 of 1 pages

(Continue in additional Annexure Schedule, if required.)

INTERPRETATION

1. Where this is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail.
2. Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule, and the modifications in this easement instrument, the modifications must prevail.

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE EASEMENTS CREATED BY THIS INSTRUMENT

The maintenance provisions in the Fourth Schedule to the Land Transfer Regulations 2002 are modified as follows:

Any maintenance, repair or replacement of the stormwater drainage, right of way, electricity or telecommunication easements on the servient land or dominant land that is necessary because of any act or omission by the Grantor and/or Grantee (which includes any agents, employees, contractors, subcontractors or invitees of that that owner) must be carried out promptly by that owner and at that owner's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule).

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

GRB-114553-13-D1-V1

Ref Code: 55555

Encumbrance instrument
Section 101, Land Transfer Act 1952



ENC 7465288.5 Encumb

Cpy - 01/01, Pgs - 004, 17/07/07, 08:21



DocID: 312932966

Land registration district

NORTH AUCKLAND

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

NA347164

All

Encumbrancer

Surname(s) must be underlined or in CAPITALS

CANN FARMS LIMITED

Encumbrancee

Surname(s) must be underlined or in CAPITALS

NORTHPOWER LIMITED

Estate or interest to be encumbered

Insert, eg, fee simple; leasehold in lease number, etc.

Fee Simple

Encumbrance memorandum number

N/A

Nature of security

State whether sum of money, annuity, or rentcharge, and amount.

\$10.00

Operative clause

Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above certificate(s) of title or computer register(s) with the above sum of money, annuity, or rentcharge to be raised and paid in accordance with the terms set out in the ~~{above encumbrance memorandum}~~ [Annexure Schedule(s)] and so as to incorporate in this encumbrance the terms and other provisions set out in the ~~{above encumbrance memorandum}~~ [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Dated this 14 day of May 2007

Attestation

<p><i>[Signature]</i> DIRECTOR</p> <p><i>[Signature]</i> Director</p>	<p>Signed in my presence by the Encumbrancer</p>
	<p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [common seal] of Encumbrancer</p>	

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

[Signature]

[Solicitor for] the Encumbrancee

Ref Code: great northern

SKENC
J50

Annexure Schedule 1



Encumbrance instrument


Dated 14/5/07

Page 1 of 3 pages

Terms

(Continue in additional Annexure Schedule(s) if required.)

1	Length of term	999 Years.
2	Payment date(s)	30 June in each year if demanded by that date.
3	Rate(s) of interest	
4	Event(s) in which the sum, annuity, or rentcharge becomes payable	
5	Events(s) in which the sum, annuity, or rentcharge ceases to be payable	



Covenants and conditions

(Continue in additional Annexure Schedule(s) if required.)


See attached annexure schedule.

Modification of statutory provisions

(Continue in additional Annexure Schedule(s) if required.)

See attached annexure schedule.

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



Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

14/5/07

Page

2

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

Continued "Covenants and Conditions"

BACKGROUND

- A. The Owner is registered as proprietor of an estate in fee simple in the Land.
- B. The Owner has requested the Council to consent to a plan of subdivision of the Land in terms of a plan lodged for deposit at Land Information New Zealand.
- C. The Council has agreed to consent to that subdivision on condition amongst other things that NORTHPOWER'S requirements are met.
- D. NORTHPOWER has required the Owner to make any prospective purchaser of the Land aware of the circumstances whereby no electricity supply has been made available to the Land.
- E. The Council has therefore agreed to consent to the subdivision application on the condition (amongst other things) that the Owner enters into and registers this encumbrance.

WITNESSES AS FOLLOWS:

INTERPRETATION

In this memorandum unless the context indicates otherwise:

Definitions:

"NORTHPOWER" means Northpower Limited and includes its successors and its officers and agents;

"Council" means the territorial local authority for the area in which the Land is situated;

"Owner" means the person named as the Owner in this memorandum and includes the person for the time being registered as proprietor of the Land but only for as long that person has an interest in the Land; and

"Land" means the Owner's land described in the schedule;

Defined Expressions: expressions defined in the main body of this memorandum have the defined meaning in the whole of this memorandum including the background;

Joint and Several Liability: an obligation by two or more persons binds those persons jointly and severally;

Plural and Singular: words importing the singular number include the plural and vice versa.

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

JBB
G.H.B.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated 14/5/07

Page 3 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

ENCUMBRANCE

The Owner encumbers the Land for the benefit of NORTHPOWER for a term of 999 years, commencing from the date of registration of this encumbrance, at an annual rent charge of \$10 to be paid on 30 June in each year if demanded by that date.

COVENANTS

The Owner covenants with NORTHPOWER on behalf of the Owner and the Owner's successors in title that prior to disposing of the Land it will advise the person purchasing or acquiring the Land that no electricity supply is available to the Land.

DISCHARGE

NORTHPOWER will discharge this encumbrance if the obligations in clause 3 become obsolete.

COSTS

The Owner will pay all legal costs attributable to the preparation, registration, enforcement and discharge of this encumbrance.

IMPLIED TERMS

Section 104 of the Property Law Act 1952 applies to this encumbrance but otherwise (and without prejudice to NORTHPOWER's rights of action at common law as a rent charger or encumbrancee):

NORTHPOWER is entitled to none of the powers and remedies of encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and

no covenants by the Owner or his or her successors in title are implied in this encumbrance other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.

SCHEDULE

Lot	DP	Certificate of Title (North Auckland Registry)
Lot 1	386730	NA347164

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

JB
4/11/06



View Instrument Details

Instrument No 8160002.7
Status Registered
Date & Time Lodged 05 October 2009 09:33
Lodged By Marsh, Nicole Alison
Instrument Type Easement Instrument



Affected Computer Registers **Land District**
347164 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 7481688.1 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 7465288.5 has consented to this transaction and I hold that consent
- I certify that the Caveator under Caveat 7605631.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent

Signature

Signed by Anthony Gore as Grantor Representative on 01/10/2009 04:54 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 Anthony Gore as Grantee Representative on 01/10/2009 04:54 PM

*** End of Report ***

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

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

Grantor

NEWCO 2007 LIMITED

Grantee

WHANGAREI DISTRICT COUNCIL

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 to Drain Water	Marked "K" on DP 419043	CFR 347164	In gross

Form B - continued

Annexure Schedule

Page 2 of 3 Pages

Insert instrument type

Easement instrument

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 2]~~

Covenant provisions

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

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

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

~~[Annexure Schedule _____]~~

Form L

Annexure Schedule

Page 3 of 3 Pages

Insert instrument type

Easement Instrument

ANNEXURE SCHEDULE 2

The Grantor shall not construct any buildings or structures, nor permit any buildings or structures to be constructed over the area marked "K" on D.P. 419043 without the prior written consent of the Grantee.

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

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.)

M Yovich & Sons Limited	Caveator under Caveat 7605631.1
-------------------------	---------------------------------

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]

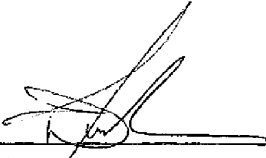
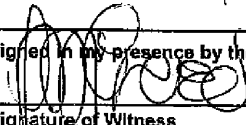
[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:
 the registration of the attached Easement Instrument

Dated this 6 day of August 2009

Attestation

 Signature of Consentor	Signed in my presence by the Consentor  Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Leeann Tancred Occupation Secretary Address Whangarei

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.

Handwritten initials/signature

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

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.)

Northpower Limited	Encumbrance under Encumbrance 7465288.5
--------------------	---

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 1952]

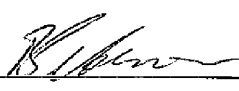
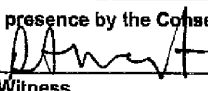
[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:
 the registration of the attached Easement Instrument

Dated this 13 day of August 2009

Attestation

 Signature of Consentor	Signed in my presence by the Consentor 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Robert Alexander Meyer Occupation Engineer Address 10 Titoua Pl Whangarei

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.

AW

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

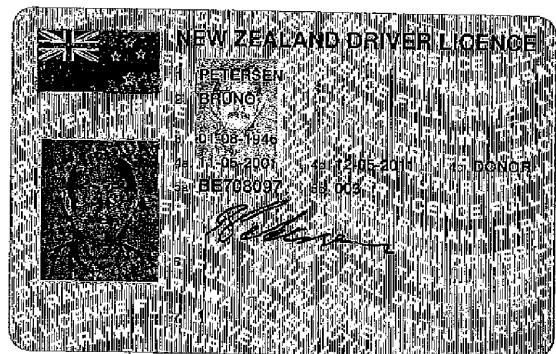
I, **BRUNO PETERSEN**, Finance and Administration Manager, certify that:

1. By deed dated 5 August 2002 NORTHPOWER Limited (AK524776) a company having its registered office at Whangarei, appointed me its attorney on the terms and conditions set out in the power of attorney, a copy of which is deposited in the Land Information New Zealand at North Auckland under number SUP DOC 95026. (Document ID 310503247)
2. I have executed the attached document under the powers conferred on me by the power of attorney.
3. At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution of Northpower Limited or otherwise.



BRUNO PETERSEN

13th August 2009
Dated



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

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.)

ASB Bank Limited	Mortgagee under Mortgage 7481688.1
-------------------------	---

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]

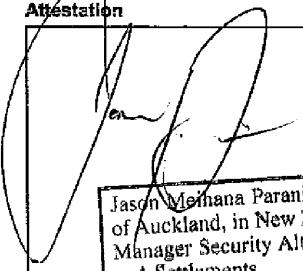
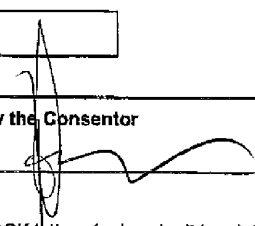
[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:
 the registration of the attached Easement Instrument

Dated this 10 day of August 2009

Attestation

 Jason Methana Paranihi of Auckland, in New Zealand Manager Security Alterations and Settlements ASB BANK LIMITED	Signed in my presence by the Consentor 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>JOHN VAILANI</u> Occupation <u>Bank Officer</u> Address <u>MT Eden, Auckland</u>
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 1952, or other enactments, under which no form is prescribed.

Handwritten initials and a circle mark.

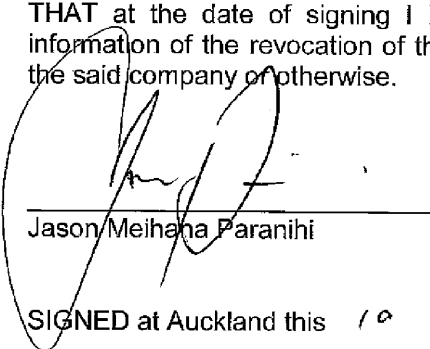
ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Jason Meihana Paranihi of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **29 April 2008** and deposited in the Land Information New Zealand office as **No. 7813922.1** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Lending Services
Manager Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Filing and Security Maintenance
Manager Loan Advancing
Chief Manager Lending Services
Senior Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Jason Meihana Paranihi

SIGNED at Auckland this 10 day of August 2009



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




R.W. Muir
Registrar-General
of Land

Identifier **NA388/187** **Part-Cancelled**

Land Registration District **North Auckland**

Date Issued 17 May 1924

Prior References

NA166/372 WA 2562

Estate Fee Simple
Area 10.1171 hectares more or less
Legal Description Section 1 Block VII Ruakaka Survey
District

Registered Owners

Meridian Energy Limited

Interests

A14259 Gazette Notice declaring parts taken for road - 11.6.1964 at 1.36 pm

B374259.1 Notice of desire to acquire part of within land pursuant to Section 18 (1) Public Works Act 1981 - 24.1.1985 at 11.02 am

B633012.1 Gazette Notice (NZ Gazette No. 15 p.639) acquiring part (8543m²) for road and vesting same in The Whangarei County Council - 24.2.1987 at 11.10 am

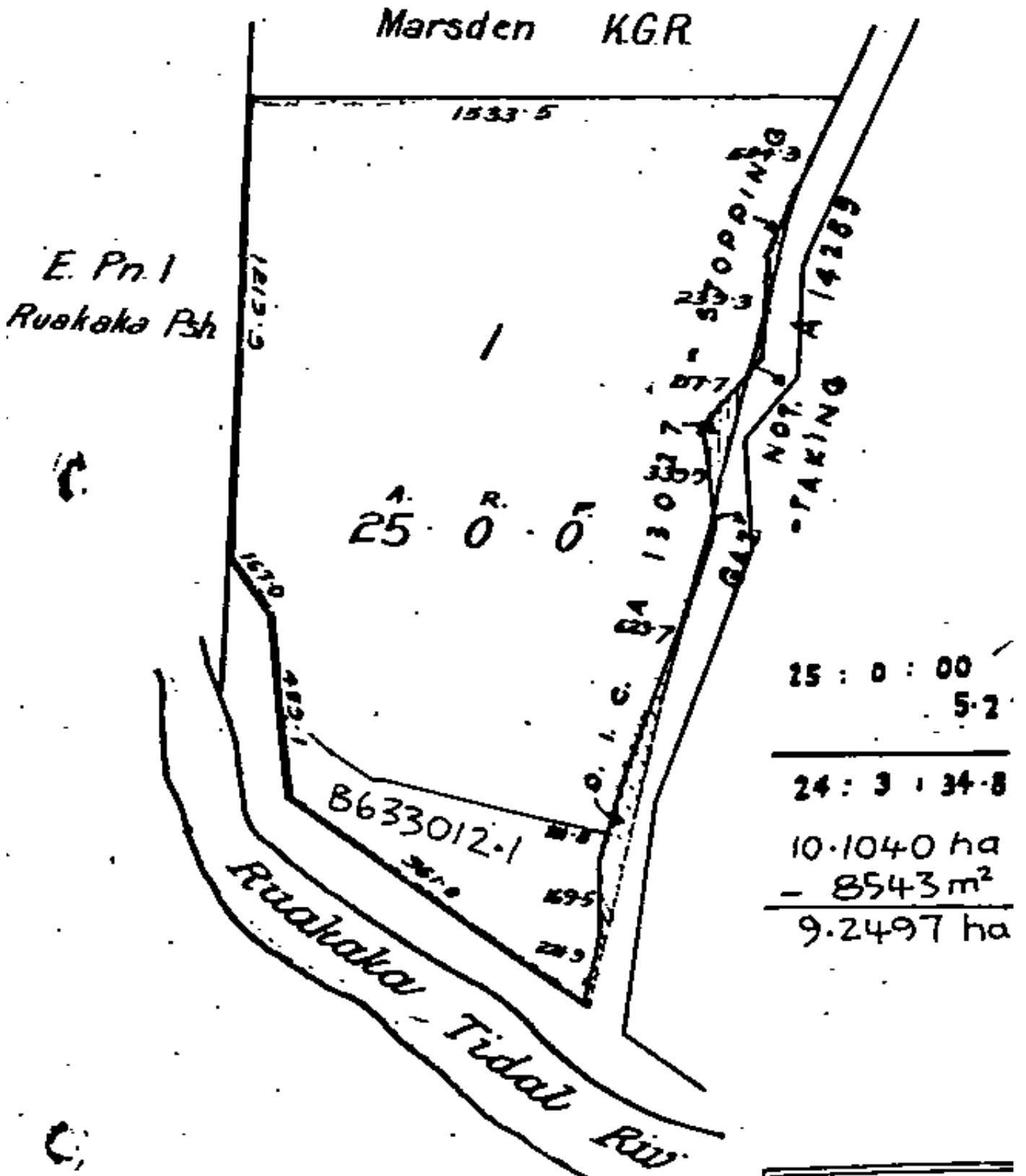
Subject to a right (in gross) to drain water over part marked R on DP 419043 in favour of Whangarei District Council created by Easement Instrument 8160002.9 - 5.10.2009 at 9:33 am

The easements created by Easement Instrument 8160002.9 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain water over part marked R on DP 419043 created by Easement Instrument 8160002.15 - 5.10.2009 at 9:33 am

11624982.1 Notification that a building consent issued pursuant to Section 72 Building Act 2004 identifies inundation as a natural hazard - 2.12.2019 at 7:00 am

12609140.1 CAVEAT BY DONNA GAYLE BATTEN, PETER JOHN BATTEN AND NORTHLAND TRUSTEE (2011) LIMITED - 15.11.2022 at 4:14 pm





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




R.W. Muir
Registrar-General
of Land

Identifier **NA1008/149** **Part-Cancelled**

Land Registration District **North Auckland**

Date Issued 06 September 1951

Prior References

NA691/133

Estate Fee Simple
Area 8.0937 hectares more or less
Legal Description Lot 1 Deposited Plan 36288
Registered Owners
Meridian Energy Limited

Interests

Subject to two easements of full drainage rights (in gross) over part 25 links wide in favour of Her Majesty the Queen
Fencing Agreement in Transfer 497761 - 6.9.1951

346085.2 Gazette Notice declaring part within land to be taken for an automatic telephone exchange from and after the
3.6.1976 - 21.7.1976 at 1.57 pm

377420.2 Gazette Notice (9.2.1978 No 8 Page 259) taking part (146m²) for an automatic telephone exchange 24.2.1978 at
2.20 pm

Subject to a pipeline right over part marked H on DP 94877 created by Transfer B328259.1 - 11.9.1984 at 9.58 am

Subject to a pipeline right (in gross) over part marked J on Plan 159931 in favour of Natural Gas Corporation of New
Zealand Limited created by Transfer C603947.1 - 24.5.1994 at 1.32 pm

Subject to a right (in gross) to drain water over part marked M on DP 419043 in favour of Whangarei District Council
created by Easement Instrument 8160002.9 - 5.10.2009 at 9:33 am

The easements created by Easement Instrument 8160002.9 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain water over part marked M on DP 419043 created by Easement Instrument 8160002.15 -
5.10.2009 at 9:33 am

2
 D.P. 25927
 2530.0
 1
 20.0.0
 2112.1
 Pt II
 246085
 0-377420
 0-330.9
 11/15/07
 Pt I



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




R.W. Muir
Registrar-General
of Land

Identifier NA1073/185
Land Registration District North Auckland
Date Issued 12 June 1953

Prior References
NA691/133

Estate Fee Simple
Area 11.8421 hectares more or less
Legal Description Part Section 11 Block VII Ruakaka Survey
District

Registered Owners
Meridian Energy Limited

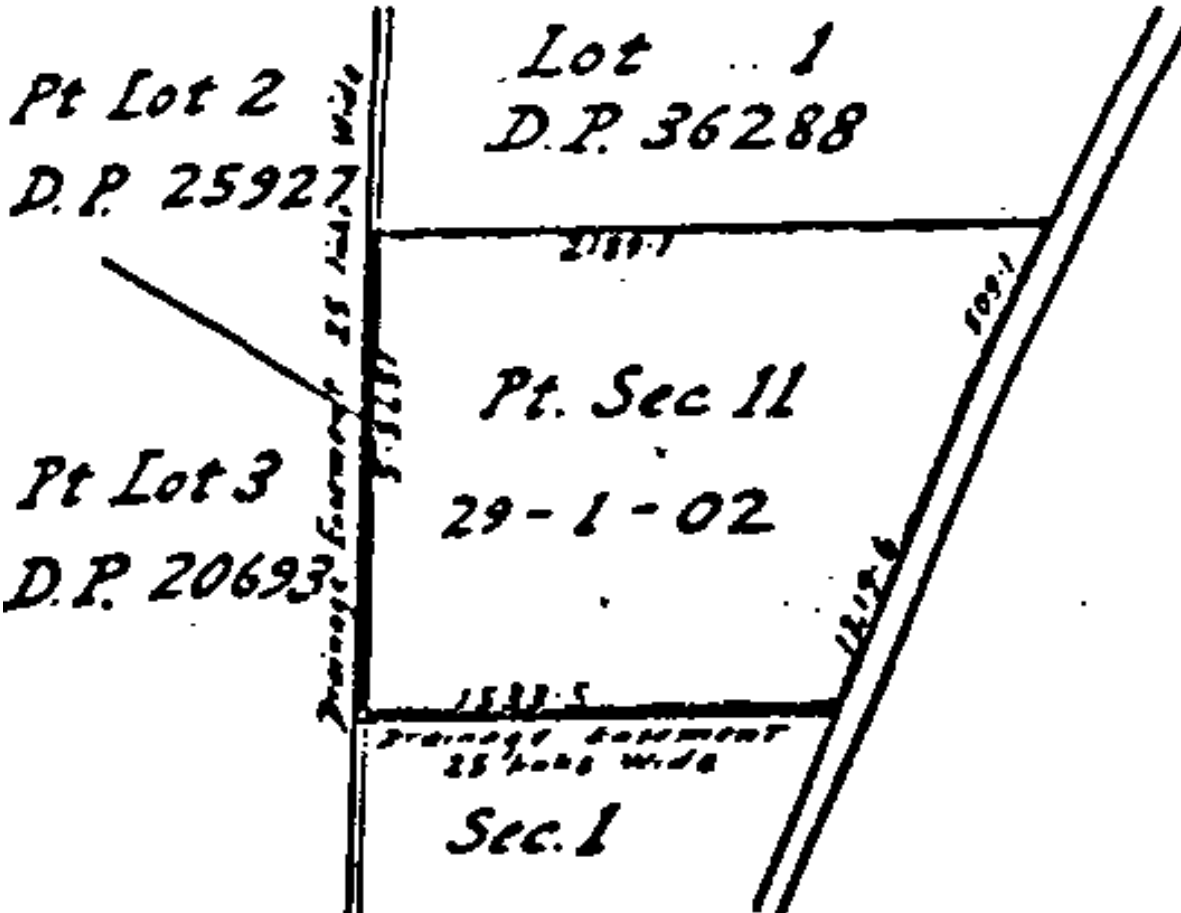
Interests

Subject to two (2) easements of full drainage rights (in gross) over part in favour of Her Majesty the Queen
Subject to a pipeline right over part marked I on Plan 99078 created by Transfer B328259.1 - 11.9.1984 at 9:58 am
Subject to a pipeline right (in gross) over part shown marked I on Plan 159931 in favour of Natural Gas Corporation of New Zealand Limited created by Transfer C603947.1 - 24.5.1994 at 1.32 pm
Subject to a right (in gross) to drain water over part marked N, O, P and Q on DP 419043 in favour of Whangarei District Council created by Easement Instrument 8160002.9 - 5.10.2009 at 9:33 am
The easements created by Easement Instrument 8160002.9 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to drain water over part marked N, O, P and Q on DP 419043 created by Easement Instrument 8160002.15 - 5.10.2009 at 9:33 am

AREA IS

11.8421 ha

Blk VII Ruakaka S.D.





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




R.W. Muir
Registrar-General
of Land

Identifier NA9A/1027
Land Registration District North Auckland
Date Issued 28 June 1966

Part-Cancelled

Prior References
GN A14259 OIC A13027

Estate Fee Simple
Area 6053 square metres more or less
Legal Description Section 54-57 and Section 60 Block VII
Ruakaka Survey District

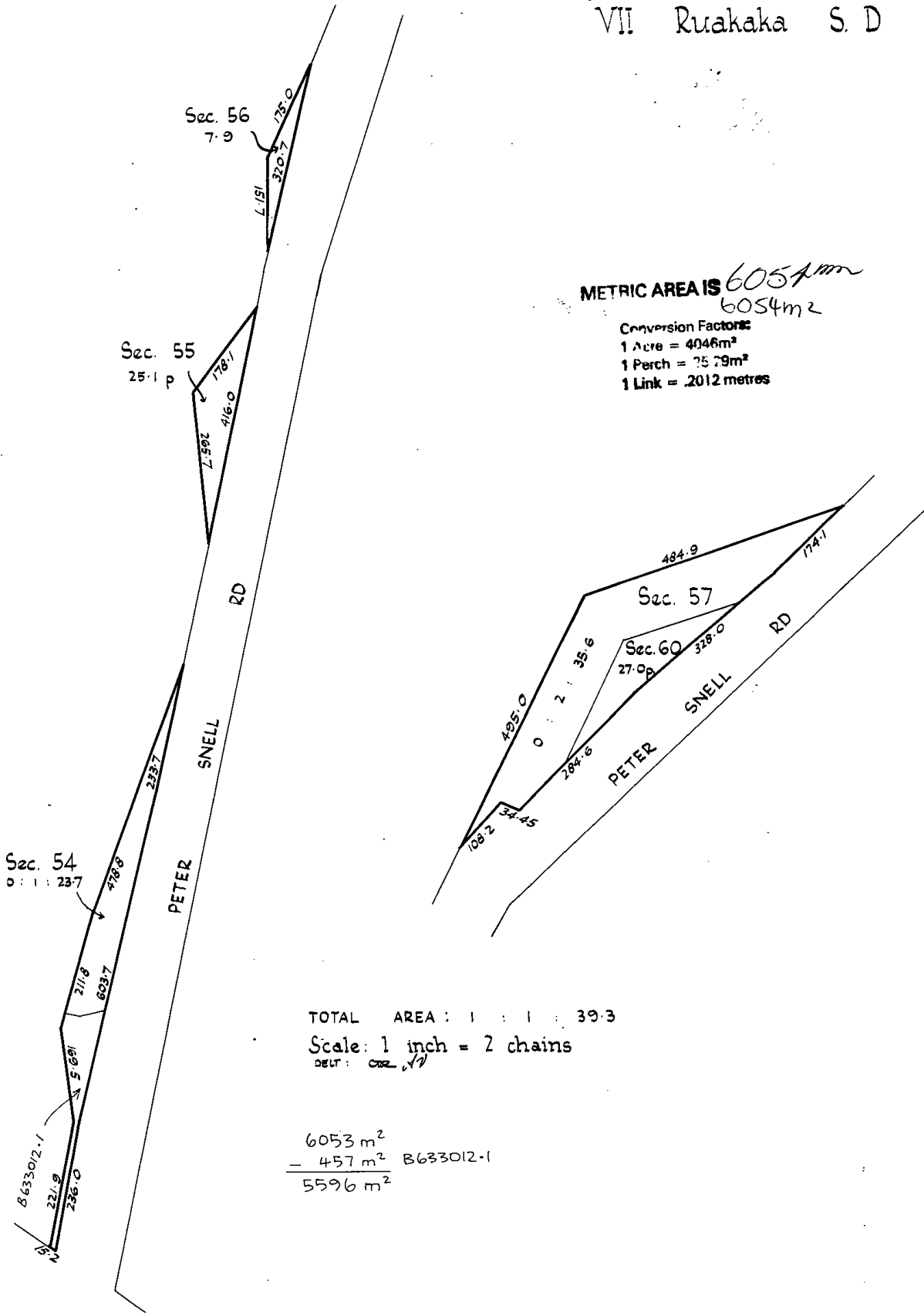
Registered Owners
Meridian Energy Limited

Interests

Subject to Section 8 Coal Mines Amendment Act 1950
B438685.1 Notice of Desire to acquire land pursuant to Section 18(1)(a) Public Works Act 1981 - 22.7.1985 at 11.04 am
B633012.1 Gazette Notice (NZ Gazette No.15 p.639) acquiring part Section 54 (457m²) for road and vesting same in The Whangarei County Council - 24.2.1987 at 11.00 am

CERTIFICATE OF TITLE

VII Ruakaka S. D





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




R.W. Muir
Registrar-General
of Land

Identifier **422812**
Land Registration District **North Auckland**
Date Issued 20 October 2008

Prior References

NA1034/194 NA674/69

Estate Fee Simple
Area 26.4620 hectares more or less
Legal Description Lot 1 Deposited Plan 406479

Registered Owners

Meridian Energy Limited

Interests

Subject to Section 59 Land Act 1948 (affects part formerly Section 42 Block VII Ruakaka Survey District)

Subject to Section 8 Coal Mines Amendment Act 1950 (affects part formerly Section 42 Block VII Ruakaka Survey District)

Subject to full drainage rights (in gross) over parts marked C, F, G, H and I on DP 406479 in favour of Her Majesty the Queen created by Crown Grant contained in CT NA674/69

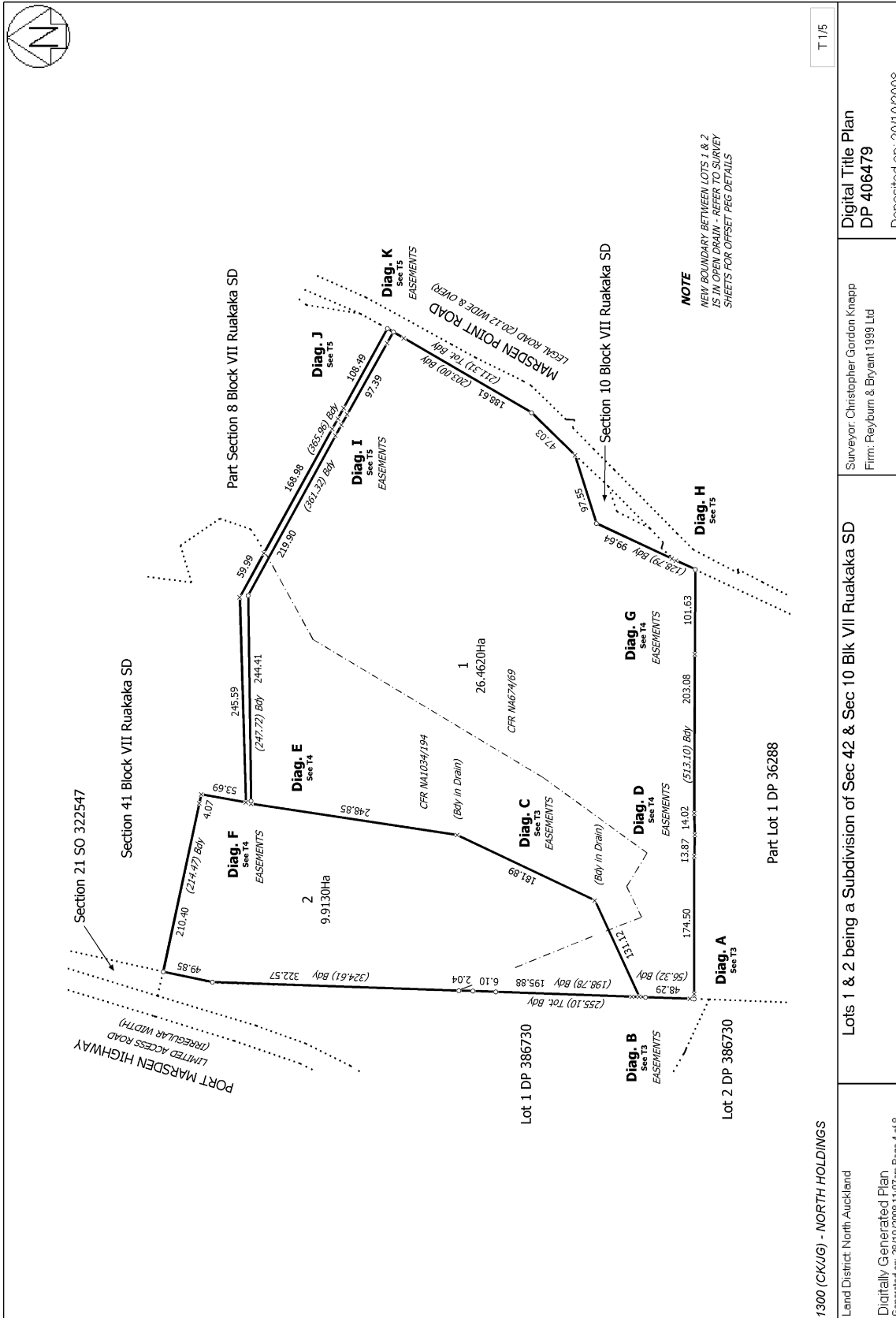
Subject to a pipeline right over part marked B and C on DP 406479 created by Transfer B328259.1 - 11.9.1984 at 9:58 am

Subject to a pipeline right (in gross) over part marked E and F on DP 406479 in favour of Natural Gas Corporation of New Zealand Limited created by Transfer C603947.1 - 24.5.1994 at 1.32 pm

Subject to a right (in gross) to drain water over parts marked I, J and M on DP 406479 in favour of Whangarei District Council created by Easement Instrument 7971944.4 - 20.10.2008 at 9:00 am

The easement created by Easement Instrument 7971944.4 is subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain water over part marked S on DP 419043 created by Easement Instrument 8160002.15 - 5.10.2009 at 9:33 am



1300 (CK/G) - NORTH HOLDINGS

Land District: North Auckland

Digitally Generated Plan

Generated on: 28/10/2008 11:07:50am Page 4 of 8

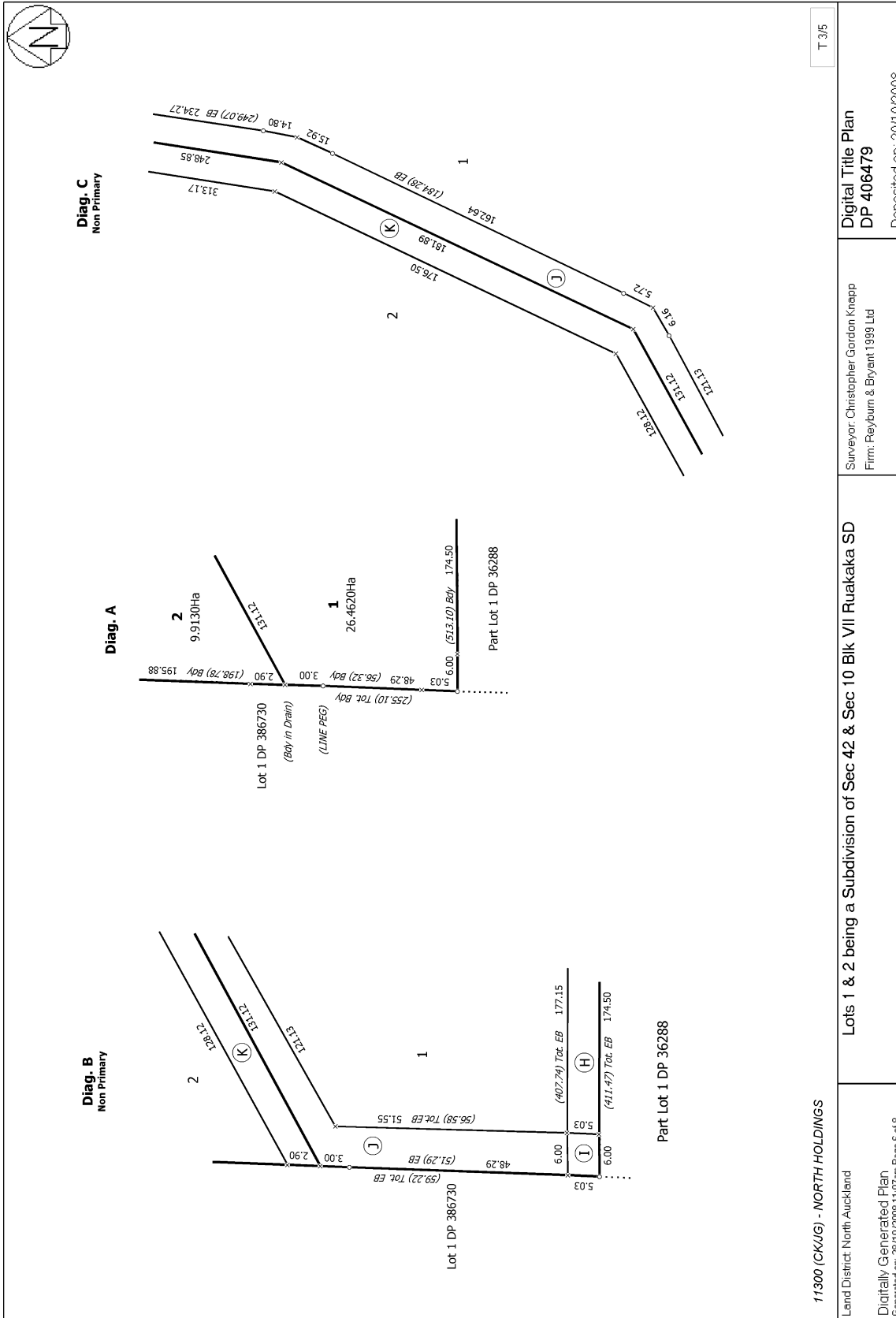
Lots 1 & 2 being a Subdivision of Sec 42 & Sec 10 Blk VII Ruakaka SD

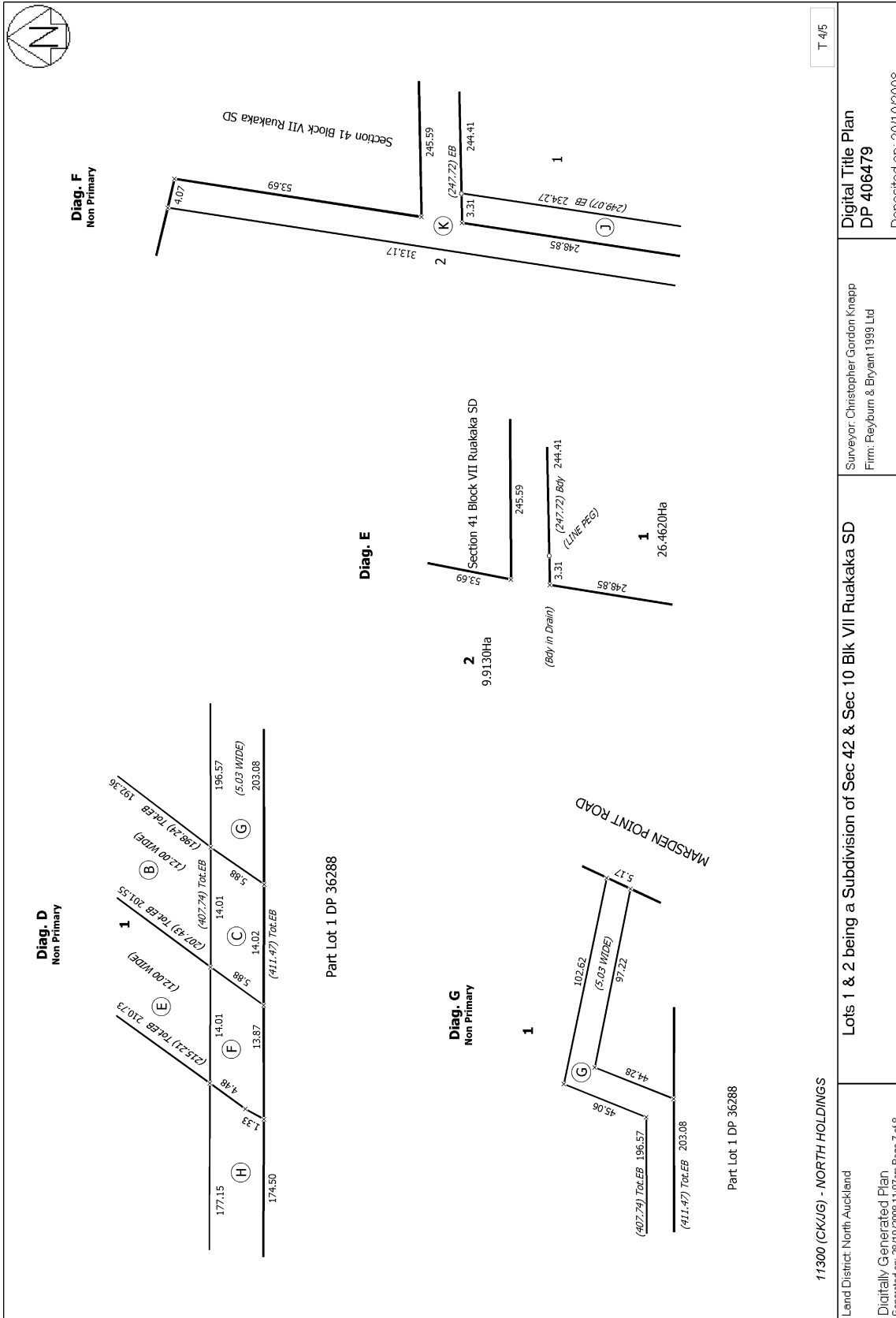
Surveyor: Christopher Gordon Knaapp
Firm: Reyburn & Bryant 1999 Ltd

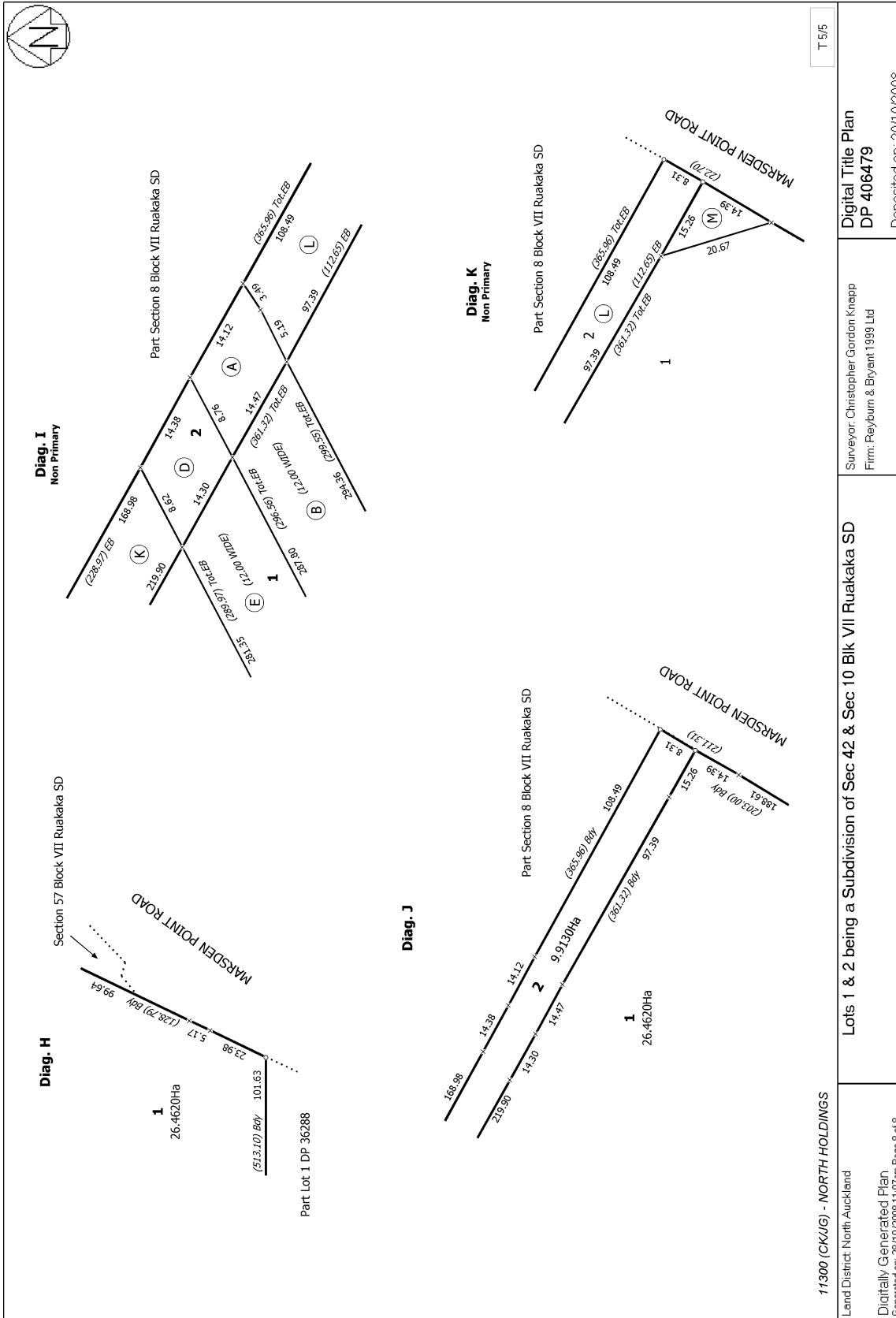
Digital Title Plan
DP 406479

Deposited on: 20/10/2008

T 1:5







Approved by Registrar-General of Land under No. 2007/6225
Easement Instrument to grant easement or profit à prendre, or create land covenant
 Sections 90A and 90F, Land Transfer Act 1952

Land registration district

NORTH AUCKLAND



EI 7971944.4 Easement

Copy - 01/01, Pgs - 006, 17/10/08, 14:14



DocID: 313196941

Grantor

Surname(s) must

PETER JOHN BATTEN and DONNA GAYLE BATTEN

Grantee

Surname(s) must be underlined or in CAPITALS.

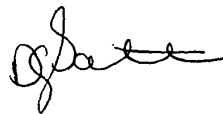

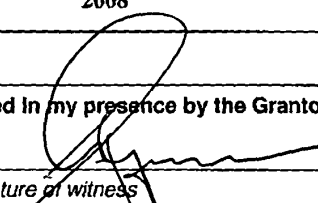
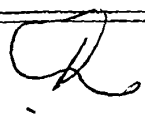
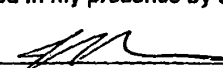
WHANGAREI DISTRICT COUNCIL

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

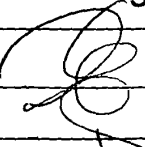
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions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

Dated this 16th day of October 2008

Attestation

 	<p>Signed In my presence by the Grantor</p> 
	<p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Peter J. Lynch</p> <p>Occupation Lawyer</p> <p>Address Ruakaka</p>
<p>Signature [common seal] of Grantor</p>	
 Peter Dillon Subdivision Officer Whangarei District Council	<p>Signed In my presence by the Grantee</p> 
	<p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Julie Rowland</p> <p>Occupation Legal Executive</p> <p>Address Whangarei</p>
<p>Signature [common seal] of Grantee</p>	

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



[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY



Easement instrument Dated Page 1 of 2 pages

Schedule A (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Drain Water	Marked "I" "J" and "M" on DP 406479	422812	In gross
	Marked "A" "D" "K" and "L" On DP 406479	422813	In gross

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

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

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

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

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952,~~
~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

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

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

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

All signing parties and either their witnesses or sollicitors must sign or Initial in this box

[Handwritten signatures]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 2 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

The registered proprietors of the servient tenements shall neither:

- (i) plant shrubs or trees nor permit shrubs or trees to be planted or to grow; nor
- (ii) construct a fence nor permit a fence to be constructed

within those parts of the servient tenements as are shown marked with the letters "T" "J" and "M" and "A" "D" "K" and "L" on Deposited Plan 406479

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

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Mortgage

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

Bank of New Zealand	Mortgagee under mortgage D028923.3
----------------------------	---

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 _____]

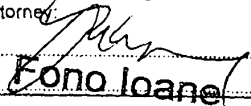
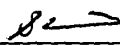
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

Issue of new Certificates of Title under LT 406479

Dated this 29 day of July 2008

Attestation

<p>SIGNED for and on behalf of BANK OF NEW ZEALAND By its Attorney</p>  <p>Eono Ioane</p>	<p>Signed in my presence by the Consentor</p> 
	<p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name SHARON NEWTON</p> <p>Occupation Bank Officer</p> <p>Address Auckland</p>
<p>Signature of Consentor</p>	

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



Bank of New Zealand

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

Fono loane

I, _____, **Quality Assurance Officer of** Auckland, New Zealand, Bank Officer, certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 29 July 2008



Fono loane



View Instrument Details

Instrument No 8160002.9
Status Registered
Date & Time Lodged 05 October 2009 09:33
Lodged By Marsh, Nicole Alison
Instrument Type Easement Instrument



Affected Computer Registers	Land District
NA1008/149	North Auckland
NA1073/185	North Auckland
NA388/187	North Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage D028923.3 has consented to this transaction and I hold that consent

Signature

Signed by Anthony Gore as Grantor Representative on 01/10/2009 04:55 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 Anthony Gore as Grantee Representative on 01/10/2009 04:55 PM

*** End of Report ***

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

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

Grantor

PETER JOHN BATTEN and DONNA GAYLE BATTEN

Grantee

WHANGAREI DISTRICT COUNCIL

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 to Drain Water	Marked "N" "O" "P" and "Q" on DP 419043	CFR NA1073/185	In gross
	Marked "M" on DP 419043	CFR NA1008/149	In gross
	Marked "R" on DP 419043	CFR NA388/187	In gross

Continued

Annexure Schedule

Page 2 of 3 Pages

Insert instrument type

Easement Instrument

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 2]

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 _____]

Annexure Schedule

Page 3 of 3 Pages

Insert instrument type

Easement Instrument

ANNEXURE SCHEDULE 2

For the maintenance of the easement facility within the easement areas, being the areas shown marked "M" "N" "O" "P" "Q" and "R" on Deposited Plan 419043 ("the easement areas"),

1. The Grantee shall be entitled to exercise access to the easement areas at all times for the purpose of maintaining the drain and the flood gate, located within the easement area marked "R" on DP 419043, and may deposit drain cleanings removed from the open drain constructed within the easement areas as part of the easement facility onto the servient tenement **provided** that the Grantor will be consulted as to the timing of drain maintenance, so as to avoid interruption of farming operations and to allow arrangements to be made concerning the utilization and/or disposal of the drain cleanings which will be deposited on the servient tenement and **provided** that, in the event the portion of the servient tenement adjoining the drain and affected by deposit of drain cleanings ceases to be used for farming, the Grantee shall, at the request of the Grantor, remove any drain cleanings from the servient tenement and dispose of them at the Grantee's cost.
2. The Grantor shall neither
 - (i) plant shrubs or trees nor permit shrubs or trees to be planted or to grow; nor
 - (ii) construct a fence or any other structure nor permit a fence or any other structure to be constructed

within the easement areas **provided always** that an electrified fence consisting of no more than 1 or 2 lines constructed to a height of no greater than 1.2 metres and running parallel to the open drain constructed within the easement areas as part of the easement facility shall not be a breach of this clause.

3. The Grantor shall to co-operate with any works involved in the maintenance of the open drain constructed within the easement areas, such co-operation to include the dropping of any electrified line which is constructed parallel to such open drain to facilitate cleaning operations, should that be necessary.
4. The Grantee shall, at the Grantee's sole cost, be responsible for maintaining the open drain constructed within the easement areas on the servient tenement ("drain"), such maintenance to include:

- (i) repair of any damage to the drain caused by water flows from the detention pond located on the land in CFR 422813;
 - (ii) annual spraying of the drain to control weeds;
 - (iii) removal of debris, sediment or other blockages to the drain on a five yearly basis, whether by excavation or otherwise; and
 - (iv) maintenance of the drain to such a level to allow water to flow with a reasonable gradient from the bottom of the outlet pipe of the drain on the land in CFR 422813 to allow a drainage flow through the servient tenement.
5. Notwithstanding the Grantee's maintenance obligations as set out in clause 4 above, any material obstruction to the drain caused by the Grantor shall immediately be rectified by the Grantor (at the Grantor's sole cost) so as to preserve the flow of the water through the drain.

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

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.)

Bank of New Zealand Limited <i>BNZ</i>	Mortgagee under Mortgage D028923.3
--	------------------------------------

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 the attached Easement Instrument

Dated this 31 day of August 2009

Attestation

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney: <i>EL</i> Ethn Louise Jessie Price	Signed in my presence by the Consentor <i>BNZ</i>
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>ROSELYN WATSON</u> Occupation Address <u>BANK OFFICER AUCKLAND</u>
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 1952, or other enactments, under which no form is prescribed.



**CERTIFICATE OF NON-REVOICATION
OF POWER OF ATTORNEY**

Erin Lousie Jessie Price

I, ,Quality Assurance Officer of Auckland, New Zealand, certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 24, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 31 August 2009

A handwritten signature in black ink, appearing to read 'Erin', is written above a horizontal line.

Erin Lousie Jessie Price



View Instrument Details

Instrument No 8160002.15
Status Registered
Date & Time Lodged 05 October 2009 09:33
Lodged By Marsh, Nicole Alison
Instrument Type Easement Instrument



Affected Computer Registers	Land District
422812	North Auckland
422813	North Auckland
NA1008/149	North Auckland
NA1073/185	North Auckland
NA388/187	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 D028923.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 7986169.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 7991390.1 has consented to this transaction and I hold that consent

Signature

Signed by Anthony Gore as Grantor Representative on 01/10/2009 04:58 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 Anthony Gore as Grantee Representative on 01/10/2009 04:58 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

Peter John BATTEN as to a 1/2 share and Donna Gayle BATTEN as to a 1/2 share

Grantee

NH Infrastructure 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 to Drain Water	"N", "O", "P" and "Q" on DP 419043	NA1073/185	422813
	"M" on DP 419043	NA1008/149	422813
	"R" on DP 419043	NA388/187	422813
	"S" on DP 419043	422812	422813

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 for Schedule Five of the Property Law Act 2007~~

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

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

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

Covenant provisions

Delete phrases in [] and insert Memorandum number as 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 _____]~~

Annexure schedule

Page 3 of 4 Pages

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

Insert instrument type

--

Continue in additional Annexure Schedule, if required

For the maintenance of the easement facility within the easement areas, being the areas shown marked "M", "N", "O", "P", "Q", "R" and "S" on Deposited Plan 419043 ("the easement areas").

1. The Grantee shall be entitled to exercise access to the easement areas at all times for the purpose of maintaining the drain and the flood gate, located within the easement area marked "R" on DP 419043, and may deposit drain cleanings removed from the open drain constructed within the easement areas as part of the easement facility onto the servient tenement **provided** that the Grantor will be consulted as to the timing of drain maintenance, so as to avoid interruption of farming operations and to allow arrangements to be made concerning the utilisation and/or disposal of the drain cleanings which will be deposited on the servient tenement and **provided** that, in the event the portion of the servient tenement adjoining the drain and affected by deposit of drain cleanings ceases to be used for farming, the Grantee shall, at the request of the Grantor, remove any drain cleanings from the servient tenement and dispose of them at the Grantees cost.

2. The Grantor shall neither:
 - (i) plant shrubs or trees nor permit shrubs or trees to be planted or to grow; nor
 - (ii) construct a fence or any other structure nor permit a fence or any other structure to be constructed

within the easement areas **provided always** that an electrified fence consisting of no more than 1 or 2 lines constructed to a height of no greater than 1.2 metres and running parallel to the open drain constructed within the easement areas as part of the easement facility shall not be a breach of this clause.

3. The Grantor shall co-operate with any works involved in the maintenance of the open drain constructed within the easement areas, such co-operation to include the dropping of any electrified line which is constructed parallel to such open drain to facilitate cleaning operations should that be necessary.

4. The Grantee shall, at the Grantee's sole cost, be responsible for maintaining the open drain constructed within the easement areas on the servient tenement ("drain"), such maintenance to include:
 - (i) repair of any damage to the drain caused by water flows from the detention pond located on the dominant tenement;
 - (ii) annual spraying of the drain to control weeds;
 - (iii) removal of debris, sediment or other blockages to the drain on a five yearly basis, whether by excavation or otherwise; and
 - (iv) maintenance of the drain to such a level to allow water to flow with a reasonable gradient from the bottom of the outlet pipe of the drain on the dominant tenement to allow a drainage flow through the servient tenement.

Annexure schedule

Page 4 of 4 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

[Empty rectangular box for instrument type]

Continue in additional Annexure Schedule, if required

5. Notwithstanding the Grantee's maintenance obligations as set out in clause 4 above, any material obstruction to the drain caused by the Grantor shall immediately be rectified by the Grantor (at the Grantor's sole cost) so as to preserve the flow of the water through the drain.

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

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.)

Bank of New Zealand Limited	Mortgagee under Mortgage D028923.3
-----------------------------	------------------------------------

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 the attached Easement Instrument

Dated this _____ day of _____ 20____

Attestation

Signature of Consentor	Signed in my presence by the Consentor
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address

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

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

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.)

Bank of New Zealand Limited <i>OLW</i>	Mortgagee under Mortgage D028923.3
--	------------------------------------

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 the attached Easement Instrument

Dated this 31 day of August 2009

Attestation

	Signed in my presence by the Consentor <i>OLW</i>
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>HELENN WARRING</u> Occupation Address <u>BANK OFFICER AUCKLAND</u>
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 1952, or other enactments, under which no form is prescribed.



**CERTIFICATE OF NON-REVOCAION
OF POWER OF ATTORNEY**

Erin Lousie Jessie Price

I, **Erin Lousie Jessie Price**, **Quality Assurance Officer of** Auckland, New Zealand, certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 24, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 31 August 2009

A handwritten signature in black ink, appearing to read 'Erin', is written above a horizontal line.

Erin Lousie Jessie Price



DocID: 520036962

To: **The Land Registration District
North Auckland**

**CERTIFICATE ISSUED UNDER SECTION 73
OF THE BUILDING ACT 2004**

RECORD OF TITLE: No: NA388/187

The Whangarei District Council hereby gives notice that the Council has granted a building consent to the land described in the above Record(s) of Title and listed in the schedule below. The building consent was granted pursuant to the provisions of Section 72 of the Building Act 2004 on land which is considered likely to be subject to - Inundation.

<u>Legal Description</u>	Section 1 Block VII Ruakaka Survey District
<u>Address</u>	Marsden Point Road Whangarei 0171
<u>Name of Owner</u>	Peter John Batten Donna Gayle Batten Northland Trustee (2011) Limited
<u>Date Building Consent Granted</u>	14 November 2019
<u>Building Consent Number</u>	BC1901260

Signature
Authorised Officer
Whangarei District Council

Name

Date

C73 11624982.1 Buildi
 Cpy - 02/02, Pgs - 002, 29/11/19, 10:55

Copies
 (inc. original)
 DocID: 520036067

MANUAL DEALING LODGEMENT FORM

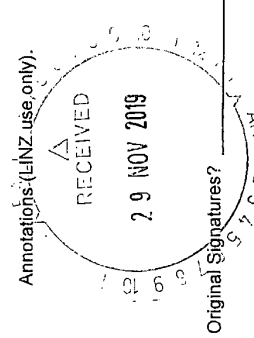
Landonline User ID: N/A
 LODGING FIRM: Whangarei District Council
 Private Individual: Attn: Kylee Mangu
 Address: Forum North
Private Bag 9023
Whangarei 0148
 ASSOCIATED FIRM: N/A
 Client Code / Ref: BC1901260 - Batten

Dealing/SUD Number:
 (LINZ use only)

Priority Barcode/Date Stamp
 (LINZ use only)

Plan Number/Pre-Allocated or
 to be Deposited:

Rejected Dealing Number:

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEES \$ GST INCLUSIVE
1	Identifier: NA388/187	C73	P J Batten, Donna G Batten, Northland Trustee (2011) Ltd	\$176.00				176.00
2								
3								
4								
5								
Land Information New Zealand Manual Dealing Lodgement Form Fees Receipt and Tax Invoice GST Registered Number 17-022-895 LINZ Form P005								Subtotal Total for this dealing \$176.00 \$176.00 \$176.00
Annotations: (LINZ use only).  Original Signatures?								Less fees paid on Dealing # Debit my Landonline account for (Only available for Landonline customers) or Cash / Cheque enclosed for (Only pay in cash if depositing in drop box at a LINZ processing centre) or Eft-pos payment due for (Eft-pos only available if lodging the dealing in person at a LINZ processing centre)

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



View Instrument Details

Instrument Type	Caveat against dealings with land under Section 138 Land Transfer Act 2017
Instrument No	12609140.1
Status	Registered
Date & Time Lodged	15 November 2022 16:14
Lodged By	Dinsdale, Rachel Anne

Affected Records of Title	Land District
NA388/187	North Auckland

Registered Owner
Meridian Energy Limited

Caveator
Donna Gayle Batten
Peter John Batten
Northland Trustee (2011) Limited

Estate or Interest claimed
Agreement for Sale and Purchase dated 28/10/2022 between the Registered Owner Meridian Energy Limited as vendor and the Caveators Donna Gayle Batten, Peter John Batten and Northland Trustee (2011) Limited as purchaser

Notice
Take notice that the Caveator forbids the registration of any instrument, or the recording of any matter in the register that transfers, charges, or prejudicially affects the estate or interest protected by this caveat until this caveat is withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of section 143 of the Land Transfer Act 2017.

Address for Service of Caveator
Peter & Donna Batten Family Trust
445 Marsden Point Road, RD1
Ruakaka
New Zealand
0171

Address for Registered Owner
Meridian Energy Limited
C/- Dewhirst Law
PO Box 7256
Whanganui
New Zealand

Caveator Certifications



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 Pierre Wong as Caveator Representative on 28/11/2022 09:18 AM

*** End of Report ***

Declaring Land and Interests in Land Taken for Road and for the Use, Convenience, or Enjoyment of a Road in Blocks VII and XI, Ruakaka Survey District

PURSUANT to section 32 of the Public Works Act 1928, the Minister of Works hereby declares that, sufficient agreement to that effect having been entered into, the land described in the First Schedule hereto is hereby taken for road; and that the interest in the land described in the Second Schedule hereto held from Her Majesty the Queen by Lindsay Cann under and by virtue of deferred payment licence, Volume 956, folio 259, North Auckland Land Registry, and the interest in the land described in the Third Schedule hereto held from Her Majesty the Queen by Alan Hugh McKENZIE under and by virtue of deferred payment licence, Volume 1955, folio 56, North Auckland Land Registry, are hereby taken for road; and that the interest in the land described in the Fourth Schedule hereto held from Her Majesty the Queen by Lindsay Cann under and by virtue of deferred payment licence, Volume 956, folio 259, North Auckland Land Registry, is hereby taken for the use, convenience, or enjoyment of a road, from and after the 8th day of June 1964.

f 10259
16.5.64
21.36

FIRST SCHEDULE

NORTH AUCKLAND LAND DISTRICT

ALL those pieces of land situated in North Auckland R.D., described as follows:

Situated in Block VII, Ruakaka Survey District:

- | | A. | R. | P. | Being |
|--------------|----|----|------|---|
| X 942/155 X | 0 | 0 | 16.8 | Part Section 37; coloured blue on plan M.O.W. 18453 (S.O. 44268). |
| X 713/196 X | 0 | 0 | 2.4 | Parts Section 12; coloured blue on plan M.O.W. 18453 (S.O. 44268). |
| X 777/282 X | 0 | 1 | 25.4 | Part Section 2; coloured yellow on plan M.O.W. 18453 (S.O. 44268). |
| X 388/187 X | 0 | 0 | 3.6 | Part Section 1; coloured sepia on plan M.O.W. 18453 (S.O. 44268). |
| X 674/30 X | 0 | 1 | 8.7 | Part Section 10; coloured sepia on plan M.O.W. 18454 (S.O. 44269). |
| X 1034/250 X | 0 | 3 | 26.4 | Part Section 8; coloured blue on plan M.O.W. 18454 (S.O. 44269). |
| X 781/47 X | 0 | 1 | 37.4 | Part Section 8; coloured blue on plan M.O.W. 18455 (S.O. 44270). |
| X 1090/158 X | 0 | 0 | 12.7 | Parts Section 39; coloured sepia on plan M.O.W. 18455 (S.O. 44270). |
| | 0 | 0 | 21.3 | 18455 (S.O. 44270). |
| | 0 | 0 | 14.8 | Parts Section 27; coloured blue on plan M.O.W. 18455 (S.O. 44270). |
| | 0 | 0 | 8.7 | 18455 (S.O. 44270). |

Situated in Block XI, Ruakaka Survey District:

- | | A. | R. | P. | Being |
|-------------|----|----|-----|--|
| X 720/252 X | 0 | 0 | 4.4 | Part Section 1; coloured blue on plan M.O.W. 18453 (S.O. 44268). |
| | 0 | 0 | 0.9 | 18453 (S.O. 44268). |

SECOND SCHEDULE

NORTH AUCKLAND LAND DISTRICT

ALL those pieces of land situated in Block VII, Ruakaka Survey District, North Auckland R.D., described as follows:

- | | A. | R. | P. | Being |
|-------------|----|----|-----|---|
| X 956/259 X | 0 | 3 | 6.4 | Parts Section 9; coloured yellow on plan M.O.W. 18454 (S.O. 44269). |
| | 0 | 0 | 4.3 | 18454 (S.O. 44269). |
| | 0 | 1 | 0.6 | 18454 (S.O. 44269). |
| | 0 | 0 | 3.6 | Parts Section 9; coloured yellow on plan M.O.W. 18455 (S.O. 44270). |
| | 0 | 0 | 2.8 | 18455 (S.O. 44270). |

THIRD SCHEDULE

NORTH AUCKLAND LAND DISTRICT

ALL that piece of land containing 9.4 perches situated in Block VII, Ruakaka Survey District, North Auckland R.D., and being part Section 7; coloured yellow on plan M.O.W. 18455 (S.O. 44270).

X 1955/56 X

FOURTH SCHEDULE

NORTH AUCKLAND LAND DISTRICT

ALL that piece of land containing 27 perches situated in Block VII, Ruakaka Survey District, North Auckland R.D., and being part Section 9; coloured yellow, edged yellow, on plan M.O.W. 18454 (S.O. 44269).

X 956/259 X

As the same are more particularly delineated on the plans deposited in the office of the Minister of Works at Wellington, and marked and coloured as above mentioned.

Dated at Wellington this 11th day of May 1964.

PERCY B. ALLEN, Minister of Works.

(P.W. 33/344; D.O. 50/22/305/0)

R. E. OWEN, Government Printer, Wellington, New Zealand.

FOR MOWS 18453, 18454, 18455 SEE O.I.C. A. 13027.

Now Sec. 60, 84, 44

A

Caz'te Notice

PARTICULARS ENTERED IN THE REGISTER BOOK
VOL. 388 FOLIO 187, 674/69, 713/196, 720/252, 777/282, 781/97, 992/155 ✓
956/259, 1034/280, 1090/158, 1955/56 and on Mortgages

THE 16th DAY of June 1964
AT 136 O'ROOR

W. J. O'Rourke

Assistant Land Registrar
AUCKLAND North.

213763
207898
335450
361105
449119
458292
460153
461963
463725
473671
496874
529862

C.T. noted.



C.T. 713/196	Notice sent owner	Mortgagee
Noted 7.7.64 CT 781/47	"	"
Noted 7.7.64 777/282	"	"
Noted 7.8.64 992/155	"	"
Noted 8.7.64 388/187	"	"
Noted 8.7.64 674/69	"	"
Noted 8.7.64 1034/280	"	"
1090/158	"	"
Noted 3.7.64 -720/252	"	"
956/259	"	"
1955/56	"	"

Recorded on R2441, R2445.
O.I.C. A13027. ✓

2.7

W. J. O'Rourke

713/196 owner ... M 529862 ✓

777/282 owner ... M 307105 ✓ E.I.C.

713/196 owner ... Z, 93540 ✓

992/155 owner ... M. 496071 ✓

388/187 owner ... M 411362 ✓

674/69 owner ... M 311058 ✓

1034/280 owner ... M 461963 ✓

1090/158 owner ... M 458292 ✓

LAND & DEEDS	
Nature:	C.M.
Firm:	M. O. R.
16 JUN 1964	
Time:	1.36.
Fee: £	3.5
Abstract No.	4668

1034/280 owner ... M 449119

777/282 owner ... M 473671

992/155 owner ... M 335450

1955/56 owner ... M 529862



MEMORANDUM OF TRANSFER
GRANT OF EASEMENT

Whereas

22AG84 22838 DTY *****\$52.00
NEW ZEALAND STAMP DUTY AKS

(hereinafter called "the Grantor")

is registered as the proprietor of an estate

subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all piece of land containing

~~be the same a little more or less~~

see attached sheet

(hereinafter called "the servient tenement")

And Whereas The New Zealand Refining Company Limited a duly incorporated company having its registered office at Marsden Point, Whangarei, (hereinafter called "NZRC") is registered as the proprietor of an estate as licensee under and by virtue of a deferred payment licence under the Land Act 1948 pursuant to a deed made the 14th day of February 1979 between Her Majesty The Queen and NZRC in all that parcel of land containing 118.8614 hectares more or less and being Section 10 Block VIII Ruakaka Survey District Subject To the drainage rights created in and by Transfer Number 335881 and being more particularly described in Certificate of Title Volume 42C Folio 471 (North Auckland Registry) (hereinafter called "the dominant tenement")

~~And Whereas Natural Gas Corporation of New Zealand Limited is a duly incorporated company having its registered office at Wellington (hereinafter called "NGC")~~

And Whereas the term "the Grantee" shall mean NZRC and NGC and where the context requires either of them

and of the sum of \$5,173.00 paid by the Grantee to the Grantor

In Consideration of the covenants hereinafter contained, the Grantor Does Hereby Transfer and Grant:

- (a) to NZRC the following easement in relation to the servient tenement at all times and forever, such easement to be appurtenant to the dominant tenement;
- (b) ~~to NGC the following easement in relation to the servient tenement at all times and forever, such easement to be an easement in gross:~~

The right from time to time and at all times, subject to any restrictions herein contained, to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove a pipeline or pipelines (hereinafter called "the said pipeline") and all appurtenances thereto in, over or through that strip of land forming part of the servient tenement marked by the letter(s) shown in the schedule hereto (hereinafter referred to as "the said strip") on the plan deposited in the North Auckland Land Transfer Office and referred to in the Schedule hereto, the said pipeline to remain the property of the Grantee, and to pump, move, convey and

transport through or within the said pipeline petroleum as defined in section 2 of the Petroleum Act 1937

And It Is Hereby Covenanted And Agreed by and between the parties hereto as follows:

1. That the Grantee shall be the holder of a pipeline authorisation issued by the Minister of Energy pursuant to the Petroleum Act 1937 or any statute in amendment or substitution thereof (hereinafter referred to as "the Act") in respect of any pipeline laid or to be laid in land over which this easement is hereby granted.
2. That the Grantee shall comply with the provisions of the Act and any regulations relating to the construction and/or operation of pipelines from time to time in force thereunder.
3. That any pipeline laid in the easement shall be laid within the said strip.
4. That pursuant to this easement, the Grantee shall have a right of entry and re-entry on the ~~servient tenement~~ **said strip** for the purpose of exercising the rights conferred on the Grantee by the Act, any regulations in force thereunder and the relevant authorisation.
5. That the said strip shall not exceed twelve metres in width provided that in no place shall the actual line of the pipeline be closer than two metres to any easement boundary as shown on the deposited plan referred to herein.
6. That in carrying out the work authorised by the Act, any regulations in force thereunder or the authorisation issued for any pipeline, the Grantee may remove from the said strip all cultivated or natural vegetation, including trees or shrubs.
7. That subject to any special conditions contained in the authorisation or to any written consent given by the Grantee, the Grantor shall not and shall ensure that no occupier of the said strip shall plant any tree or shrub but shall have the right to use the surface of the said strip for agricultural and pastoral activities. No structure shall be erected on the said strip without the consent of the Grantee.
8. That where the pipeline is or is to be laid below the surface of the ground, the Grantee shall ensure that it is buried at least one metre as measured from the top of the pipe to the restored surface and shall in addition comply with the Act, any regulations in force thereunder or any special conditions contained in the authorisation issued for any pipeline varying the depth of burial for any particular circumstance. In burying, maintaining, renewing, repairing or removing the said pipeline, the Grantee shall cause as little damage as possible to the surface and shall restore the land to as near as possible its former state as soon as possible after undertaking the work causing such damage.
9. That the Grantor or the occupier of the land comprising the said strip shall have the right to use the surface of the soil for ordinary cultivation and shall have the right to till and work the soil and to dig, excavate or break up the land to a depth not exceeding 0.375 metres without the prior written consent of the Grantee.
10. That the Grantee shall pay compensation to the owner or occupier of the said strip according to the terms of any agreement between the parties and to the provisions of section 75 of the Act. The Grantee shall also meet the cost of restoring the surface of the land disturbed.
11. That such of the rights, easements, or obligations hereinbefore recited or referred to which place a burden on the servient tenement or on the Grantor or any occupier of the servient tenement shall be binding on him or them the Grantor and/or the occupier of the servient tenement their successors, executors, administrators, and assigns or any of them and such of the rights, consents or obligations as place a burden on the Grantee shall be binding on the Grantee and its successors and assigns.



DEPARTMENT OF JUSTICE

Land Registry Office
Private Bag
Auckland
Telephone 771-499

National Insurance Building
Victoria Street
Auckland

In reply, please quote

1/15/3

18 October 1983

Messrs Watts & Patterson
Barristers & Solicitors
P.O. Box 799
AUCKLAND

Attention J.D. Clark

Dear Sirs

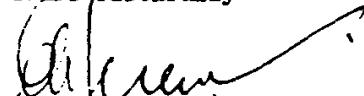
THE NEW ZEALAND REFINING COMPANY LIMITED AND NATURAL GAS CORPORATION OF
NEW ZEALAND LIMITED - GRANTS OF EASEMENT

I am prepared to accept Mr David Halsey, a surveyor employed by Messrs Murray-North Partners Limited, as being a suitable witness to the execution of memoranda of transfer creating the easements in favour of the abovementioned companies, without the need to prove execution.

The form of attestation to be used by Mr Halsey as indicated on the sample is acceptable.

Would you please ensure that Mr Halsey reads and understands the provisions of Sections 157 to 161 of the Land Transfer Act 1952 and, in particular, the provisions of Section 159.

Yours faithfully


(C.C. Kennelly)
District Land Registrar

NOTICE OF PRODUCTION OF INSTRUMENTS

E & D 107

Messrs

The District Land Registrar

PERMANENT PRODUCTION

Private Bag

AUCKLAND

(Firm Intending to register)

08 21 MAY 86

014734

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

CT 42C/471

For office use only
Date _____
Number _____

To enable registration of:

- 1. A ~~RECORDED~~ from _____ to _____
- 2. A Transfer from _____ to _____
- 3. A _____ from _____ to _____
- 4. A _____ from _____ to _____

After Registration Instruments Listed Above To Be Returned To:

RUDD WATTS & STONE
PO BOX X3798

AUCKLAND

FRP

This copy to be given to firm intending to register. Registration authorised above will not be accepted without production of this notice

Received Above Instruments

For D.L.R.

/ /

THE NEW ZEALAND REFINING COMPANY LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, JOHN RHYS THOMPSON of Whangarei, Company Secretary, hereby certify:

1. THAT I hold the position of Company Secretary in The New Zealand Refining Company Limited.

2. THAT by Deed dated the 18th day of November, 1982 copies of which are deposited under the following numbers, in the following Land Registry Offices namely:

<u>Office</u>	<u>Number</u>
Auckland	B 133875

I was appointed Attorney of THE NEW ZEALAND REFINING COMPANY LIMITED on the terms and subject to the conditions set out in the said Deed.

3. THAT at that date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of THE NEW ZEALAND REFINING COMPANY LIMITED or otherwise.

SIGNED at Whangarei)
this 6th day of August)
1984)



W H E R E A S FREDERICK HAROLD BATTEN of Ruakaka, Farmer,
WARREN JAMES DANIEL, of Ruakaka, Veterinary Surgeon, and
LAURENCE WILLIAM ROBERTS of Whangarei, Chartered Accountant,
(hereinafter called "the Grantor") are 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

FIRSTLY all that piece of land containing 20.0799 Hectares more
or less being Section 10 of Block VII of the Ruakaka Survey District
and being all the land comprised and described in Certificate of
X Title VOLUME 674 FOLIO 69 (North Auckland Land Registry)

SUBJECT TO: An Easement in favour of Her Majesty the Queen of full
drainage rights of portion of Section 10, Block VIII, Ruakaka Survey
District, Memoranda of Mortgage nos. 361105, 461963, Gazette Notice
no. A14259, Memoranda of Mortgage nos. 393887.3, 785143.1,

AND SECONDLY all that piece of land containing 8.0937 Hectares
more or less being Lot 1 on Deposited Plan 36288 and being part
Section 11 Block VII of the Ruakaka Survey District and being all the
land comprised and described in Certificate of Title VOLUME 1008

X FOLIO 149 (North Auckland Land Registry)

SUBJECT TO: Easements in favour of Her Majesty the Queen of full
drainage rights over part of Section 11 Block VII of the Ruakaka Survey
District, Agreement as to fencing contained in Transfer 497761,
Memoranda of Mortgage nos. 361105, 461963, Gazette Notice no. 377420.2,
Memoranda of Mortgage nos. 393887.3, 785143.1,

AND THIRDLY all that piece of land containing 11.8421 Hectares more or
less being part of Section 11 Block VII of the Ruakaka Survey District
and being all the land comprised and described in Certificate of Title

X VOLUME 1073 FOLIO 185 (North Auckland Land Registry)

SUBJECT TO: Easements in favour of Her Majesty the Queen of full drainage
rights over parts of Section 11 Block VII of the Ruakaka Survey District,
Memoranda of Mortgage nos. 461963, 393887.3 and 785143.1,

Handwritten signatures and initials at the bottom left of the page, including a large signature that appears to be 'F.H.B.' and other smaller initials and marks.

Schedule

<u>Letter</u>	<u>Plan</u>	<u>Title Reference of affected part of servient tenement</u>
"G"	99077	CT 674/69
"H"	99077	CT 1008/149
"I"	99078	CT 1073/185

IN WITNESS WHEREOF these presents have been executed this *6th* day of *August* 19 *84*

Signed by the abovenamed
FREDERICK HAROLD BATTEN, WARREN JAMES DANIEL, and LAURENCE WILLIAM ROBERTS

F. H. Batten .x

as Grantor in the presence of

.x *W. Daniel* .x

Witness's Signature

D. Hansen

[Signature]

Occupation *Land Surveyor: Mulling-North Partners Ltd*

Address *Rimua in Auckland*

Executed by *The New Zealand Refining Company Ltd* by its attorney
The New Zealand Refining Company Limited
by being signed by its attorney
[Signature]

in the presence of:

[Signature] JP
Manager
Managore

~~The Common Seal of -
Natural Gas Corporation
of New Zealand Limited
was herewith affixed in
the presence of -~~

MEMORANDUM OF TRANSFER

of Grant of Pipeline Easement
F H BATTEN, W J DANIEL
& L W ROBERTS Grantor

The New Zealand Refining Company Limited

and

~~Natural Gas Corporation of New Zealand Limited~~

Grantee

Transfer 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

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

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

1/5

**Watts & Patterson
Solicitors
Auckland**

Avon Publishing Ltd., P.O. Box 736, Auckland

4

1958 11 SEP 84 B 328259-1
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR
674 / 69
1008 / 149
1073 / 185
420 / 471.
DISTRICT LAND REGISTRAR
AUCKLAND
L127W&P



TO Messrs. F.H. Batten, W.J. Daniel and L.W. Roberts,
204 Marsden Point Road
RUAKAKA

NOTICE OF DESIRE TO ACQUIRE LAND

Notice is hereby given pursuant to Section 18 (1) (a) of the Public Works Act 1981, that the WHANGAREI COUNTY COUNCIL desires to acquire the land described in the schedule hereto for road.

You are invited to sell the land to Council. The estimated amount of compensation to which you would be entitled under the said Act is \$9,000.00 being the amount as assessed by C.S. Coutts Registered Valuer on 13th December 1984.

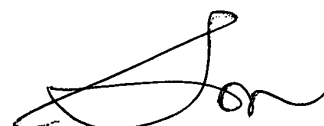
The Council expresses a willingness to negotiate with you in an attempt to reach an agreement for the acquisition of the land.

Your attention is drawn to Section 18 (2) of the said Act which provides that if, after a period of three months, the Owner fails to respond to this invitation or refuses to negotiate with the Local Authority or an agreement for sale and purchase of the land is not made with the owner, then the Local Authority may proceed to take the land under the Act.

SCHEDULE

<u>AREA</u>	<u>DESCRIPTION</u>
8160 m ² (subject to survey)	being Part Section 1, Block V11, Ruakaka Survey District contained in Certificate of Title Volume 388 Folio 187 and marked "A" on Whangarei County Council Drawing No. A2/2466

DATED at Kamo this twenty second day of January 1985

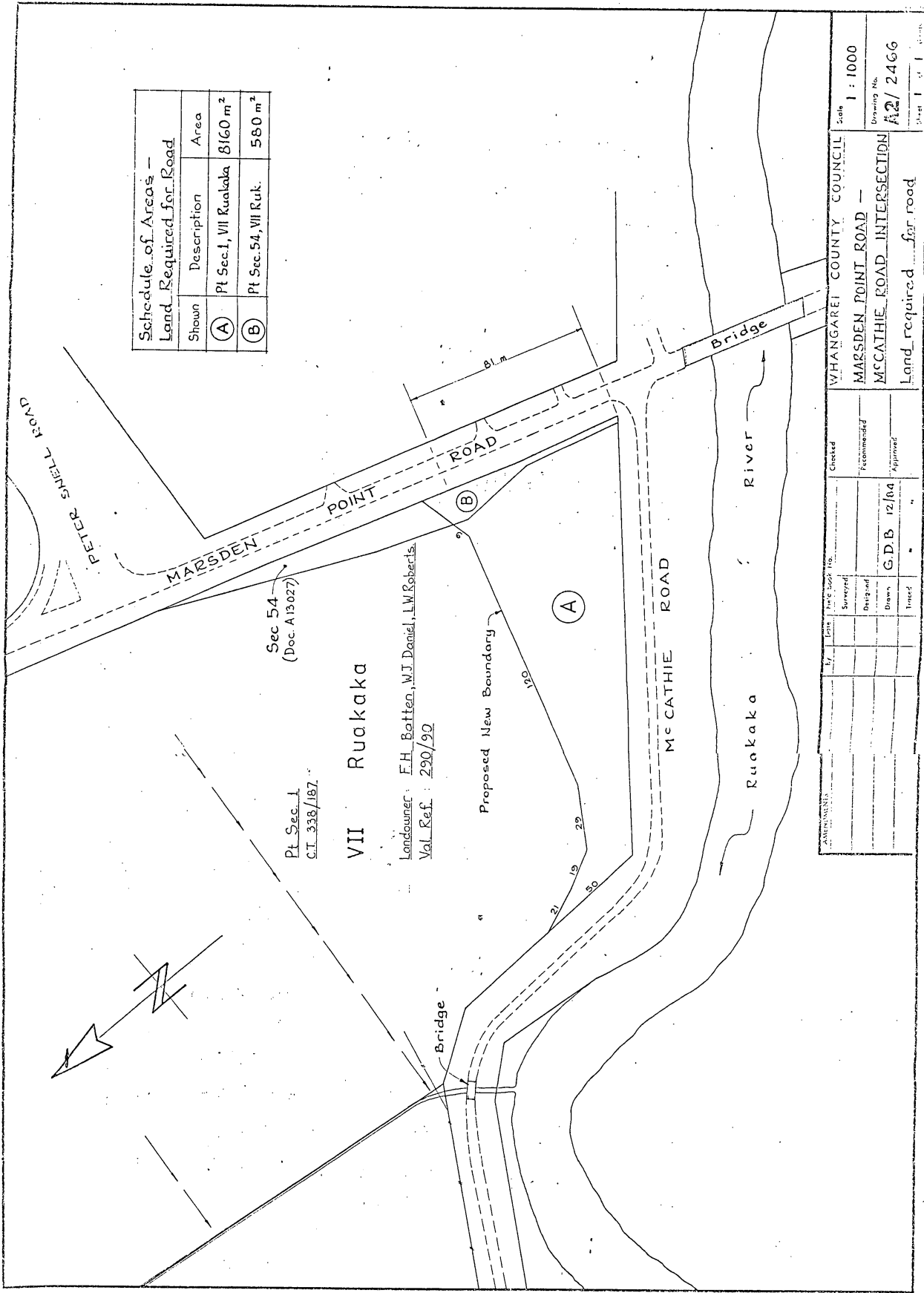


W.J. PRINGLE
County Clerk

Copies to: The State Advance Corporation
of New Zealand
Private Bag
AUCKLAND

The National Bank of New Zealand Limited
P.O. Box 649
WHANGAREI

The District Land Registrar
North Auckland District
Private Bag
AUCKLAND



Schedule of Areas -
Land Required for Road

Shown	Description	Area
(A)	Pt Sec. I, VII Ruakaka	6160 m ²
(B)	Pt Sec. 54, VII Ruk.	580 m ²

Sec 54
(Doc. A13027)

Pt Sec. I
C.T. 338/187.

VII Ruakaka

Landowner: E.H. Botten, W.J. Daniel, L.W. Roberts.
Val Ref: 299/99

Proposed New Boundary

WHANGAREI COUNTY COUNCIL				Scale	1 : 1000
Marsden Point Road -				Drawing No.	A2/2466
McCathie Road Intersection				Sheet	1 of 1 sheets
Land required for road					
Checked	Approved	Drawn	Traced		
		G.D.B.	12/84		

11.02 24 JAN 85 B 374259-1

PARTICULARS ENTERED IN REGISTER,
LAND REGISTRY AUCKLAND

ASST. LAND REGISTRAR



B633012.1 GN

511 000 N

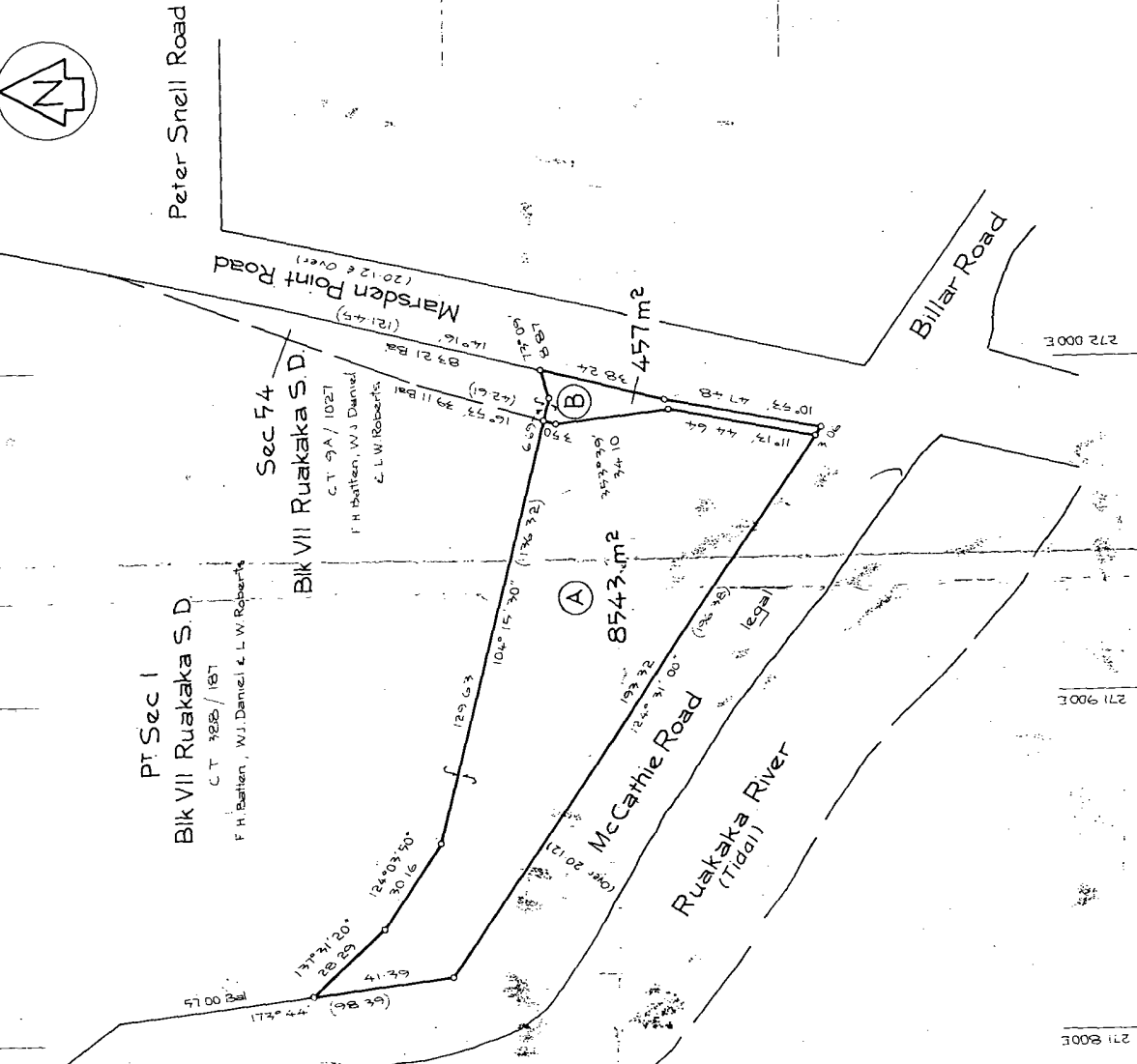
511 000 N

LAND DISTRICT North Auckland
 SURVEY BLK. & DIST. VII Ruakaka
 NZMS 261 SHEET NO. Q 07 / 7.3

Land to be Declared Road

LOCAL AUTHORITY Whangarei County
 Surveyed by K.A. Pohhan (Ref. 50/12/72)
 Scale 1 to 1000 Date July 1986

Survey - General Department of Lands and Survey, Wellington



Schedule of Areas

Shown	Description	C.T.	Area
(A)	PT Sec I Bik VII Ruakaka S.D.	388/187	8543.3m ²
(B)	PT Sec 54 Bik VII Ruakaka S.D.	94/1027	457m ²
Total Area			9000 m ²

Comprised in

Kerneth Anthony, Registrar of Whangarei, is hereby notified that an annual processing certificate has been issued to the Registrar of Whangarei, K.A. Pohhan, who has acted as a registered surveyor pursuant to the provisions of section 33 (2) of the Surveyors Act 1966. I hereby certify that this plan has been made from surveys executed by me or under my directions, and that both plan and surveys are correct and have been made in accordance with the Survey Regulations 1972. Dated at Whangarei, this 5th day of October 1986. Signature *K.A. Pohhan*

Field Book p Traverse Book p

Reference Plans

Examined *S.B. Hammond* Chief Surveyor

Approved as to Survey

27, 11, 86

Deposited this day of 19

District Land Registrar

File 288 Received 1986 Instructions SO 61010

185 (GM N 3)

Extract from *N.Z. Gazette*, 4 February 1987, No. 15, page 639

*Land Acquired for Road in Block VII, Ruakaka Survey District,
Whangarei County*

PURSUANT to section 20 of the Public Works Act 1981, the Minister of Works and Development declares that, an agreement to that effect having been entered into, the land described in the Schedule hereto is hereby acquired for road which shall vest in The Whangarei County Council on the 4th day of February 1987.

SCHEDULE

NORTH AUCKLAND LAND DISTRICT

ALL those pieces of road, described as follows:

Area m ²	Being
CT 388/187 8543	Part Section 1, Block VII, Ruakaka Survey District; marked "A" on plan.
C.T. 9A/1027 457	Part Section 54, Block VII, Ruakaka Survey District; marked "B" on plan.

As shown marked as above mentioned on S.O. Plan 61010, lodged in the office of the Chief Surveyor at Auckland.

Dated at Wellington this 29th day of January 1987.

A. MUNRO
for Minister of Works and Development.

(P.W. 33/2303; Ak. D.O. 50/15/11/0/61010)

12/1

Noted
MB 16/3/87.



11.10 24.FEB 87 B 633012.1

PARTICULARS ENTERED
LAND REGISTER

REGISTER

9/10/27
388/187



S. Williams

**MEMORANDUM OF TRANSFER
(GRANT OF EASEMENT)**

FREDERICK HAROLD BATTEN of Ruakaka, farmer, **WARREN JAMES DANIEL** of Ruakaka, veterinary surgeon and **LAURENCE WILLIAM ROBERTS** of Whangarei, chartered accountant (hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the LAND REGISTRATION DISTRICT of North Auckland

as is more particularly described in the Schedule attached hereto (hereinafter referred to as "the hereinafter described land").

IN CONSIDERATION of an Agreement for Entry and Grant of Pipeline Easement dated 14 July 1993 between the Grantor and the Grantee and of the covenants hereinafter contained DOTH HEREBY TRANSFER AND GRANT unto NATURAL GAS CORPORATION OF NEW ZEALAND LIMITED a duly incorporated company having its registered office at Wellington (herein called "the Grantee") the following rights and interests as an easement in gross:

1. The right from time to time and at all times to lay construct operate inspect maintain repair replace renew change the size of and remove the pipeline and all appurtenances thereto (the pipeline and all appurtenances being together hereinafter except where the context requires a different construction referred to as "the said pipeline") in over or through those parts of the hereinafter described land marked "T", "J" and "K" on Deposited Plan 159931 (which said parts marked "T", "J" and "K" are hereinafter referred to as "the said strip of land") the said pipeline to remain the property of the Grantee and to pump move convey transport and carry through or within the said pipeline petroleum (as defined in the Crown Minerals Act 1991) water and other liquids.
2. The right within the boundaries of the said strip of land to remove all cultivated or natural vegetation including trees and shrubs.
3. The rights of ingress and egress together with its engineers surveyors workmen and contractors with or without any vehicles implements tools pipes and materials of any kind in over and through the hereinafter described land for any and all purposes necessary or convenient to the exercise by the Grantee of its rights and interests herein granted, but causing the minimum disturbance to the Grantor his land stock and other property in so doing.
4. The right within the boundaries of the said strip of land to construct operate inspect maintain repair renew change and remove such above ground devices or any one or more of them as the Grantee may consider necessary or convenient for the said pipeline. The expression "above ground devices" shall include (inter alia) valves surface marker posts test pipes and points aerial crossing bridges and bridge abutments metering devices booster station bridges and fences around these devices.

AND IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

- (a) The Grantor shall have the right to use the said strip of land except as such use may unreasonably interfere with the enjoyment of the rights and easements granted herein but shall not erect any building construction or fence or plant any tree or shrub within the boundaries thereof nor disturb the soil thereof below a depth of 0.4 metres from the surface or do anything thereon or therein which would or could damage or endanger the said pipeline without the written consent of the Grantee. Such consent shall not be unreasonably withheld, but may be given subject to reasonable conditions including the power to revoke with appropriate compensation if it is revoked.

- (b) The Grantee shall bury the said pipeline so that it will not interfere with the ordinary cultivation of the hereinafter described land and in so doing or in maintaining repairing renewing changing or removing the said pipeline shall cause as little damage as possible to the surface of the hereinafter described land.
- (c) The Grantee shall pay the costs of restoring all damaged fences and the said surface as nearly as possible to their former condition or state excluding any trees or shrubs removed so often as the same shall be necessary hereunder and in addition shall pay to the Grantor compensation for all other loss injury or damage suffered by the Grantor in respect of the rights acquired by the Grantee under this easement and in determining the same the Grantee may refer to the provisions of the said Agreement for Entry and Grant of Pipeline Easement.

In this Transfer where the context so requires or admits the singular includes the plural and the masculine gender includes the other genders and vice versa and words importing persons include companies and vice versa.

This grant and the covenants and conditions herein set forth shall be binding upon the executors administrators successors and assigns of the parties hereto and the Grantee may grant any licence or right in respect of any estate or interest conferred by this Transfer and may assign any such estate or interest.

IN WITNESS WHEREOF this Transfer has been executed the
 date of 13th May 1994

Signed by the abovenamed **FREDERICK HAROLD BATTEN** as grantor in the presence of

E.H. JARVINE

NATURAL GAS CORPORATION

NEW PLYMOUTH

PROPERTY OFFICER

[Signature]

F. H. Batten

Signed by the abovenamed **WARREN JAMES DANIEL** as grantor in the presence of

E.H. JARVINE

NATURAL GAS CORPORATION

NEW PLYMOUTH

PROPERTY OFFICER

[Signature]

W. J. Daniel

Signed by the abovenamed **LAURENCE WILLIAM ROBERTS** as grantor in the presence of

E.H. JARVINE

NATURAL GAS CORPORATION

NEW PLYMOUTH

PROPERTY OFFICER

[Signature]

[Signature]

SIGNED for and on behalf of
NATURAL GAS CORPORATION
OF NEW ZEALAND LIMITED
 by its attorney
JOHN INWOOD BARRELL
 under Power of Attorney No. C.084245
 (North Auckland Registry)
 in the presence of:

[Signature]

Witness:

Kevin Barry Walsh
 Property & Info Co-ordinator
 Natural Gas Corporation of
 New Zealand Limited
 New Plymouth.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

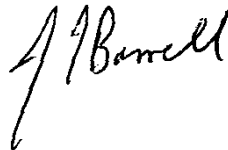
I, **JOHN INWOOD BARRELL** of New Plymouth, Operations Manager, hereby certify:

1. **THAT I hold the position of Operations Manager in Natural Gas Corporation of New Zealand Limited.**

2. **THAT by Deed dated 9 October 1989, a copy of which is deposited under No. C.084245 (North Auckland Land Registry), I was appointed Attorney of NATURAL GAS CORPORATION OF NEW ZEALAND LIMITED on the terms and subject to the conditions set out in the said Deed.**

3. **THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of NATURAL GAS CORPORATION OF NEW ZEALAND LIMITED or otherwise.**

SIGNED at New Plymouth this 13th)
day of May 1994)



SCHEDULE

FIRSTLY All that parcel of land containing 20.0799 hectares more or less being Section 10 Blk VII Ruakaka Survey District comprised in Certificate of Title 674/69 (North Auckland Registry)

SECONDLY All that parcel of land containing 8.0937 hectares more or less being Lot 1 Deposited Plan 36288 comprised in Certificate of Title 1008/149 (North Auckland Registry)

THIRDLY All that parcel of land containing 11.8421 hectares more or less being part Section II Blk VII Ruakaka Survey District comprised in Certificate of Title 1073/185 (North Auckland Registry)

ALL THE ABOVE PARCELS OF LAND SUBJECT TO:

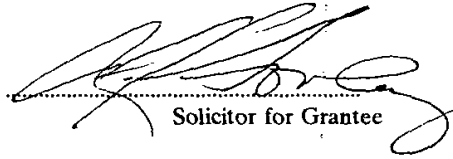
- 1) Easements in favour of Her Majesty The Queen
- 2) 393887.3 Mortgage
- 3) B.328259.1 Easements

REGISTERED IN DUPLICATE

TRANSFER OF Grant of Easement

Correct for the purposes of the
Land Transfer Act 1952.

Situated in the Land Registration District of North Auckland


Solicitor for Grantee

**FREDERICK HAROLD BATTEN
WARREN JAMES DANIEL
LAURENCE WILLIAM ROBERTS**

..... Grantor

**NATURAL GAS CORPORATION
OF NEW ZEALAND LIMITED**

..... Grantee

Particulars entered in the Register on the
date and at the time recorded below.

District/Assistant Land Registrar
of the District of North Auckland

(IF) 7 S/125
674/69
1008/149
1073/185

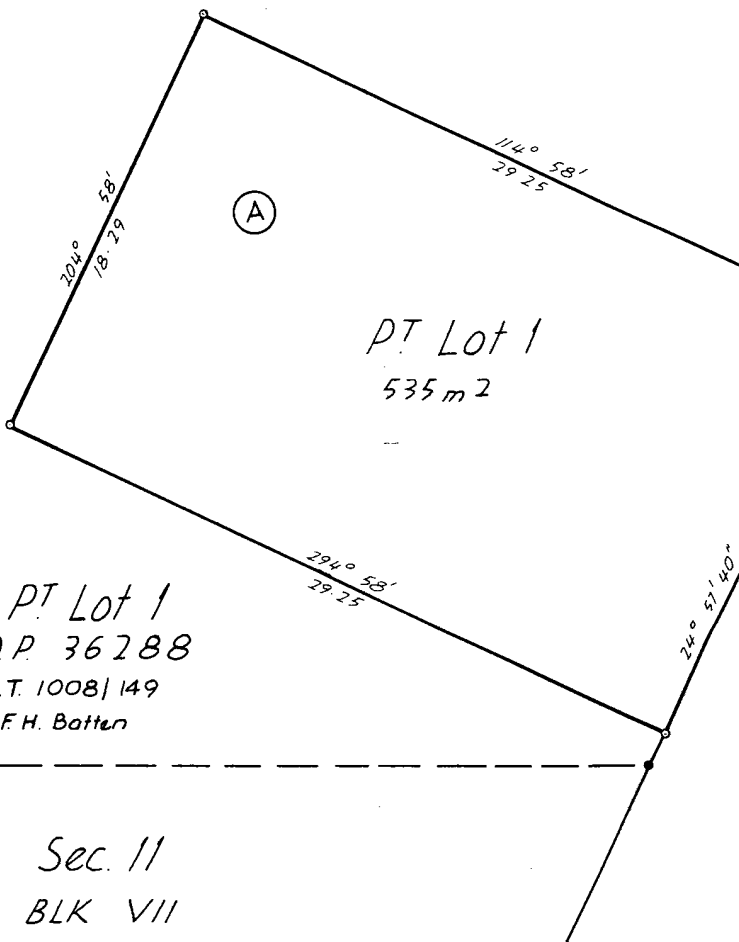
Natural Gas Corporation of New Zealand Limited
42 Connett Road
Bell Block
NEW PLYMOUTH

11.32 24 MAY 94 C
PARTICULARS
LAND REGISTERED
ASST LAND REG
NORTH AUCKLAND
NEW ZEALAND
609847



272 225mE

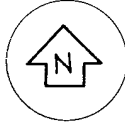
272 250mE



LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK. & DIST. VII RUAKAKA
 NZMS SHEET NO.

*Land to be Taken for Telephone
 being PT Lot 1 D.P. 36288*

272 275 mE



Approvals:

LAND TO BE TAKEN

SHOWN	DESCRIPTION	AREA
(A)	PT LOT 1 D.P. 36288	535 m ²

Approved as to Layout:

26.9.75 *[Signature]*
 p. Dist. Comm. of Works
 50/18/74/0

Road shown is Legal.

Total Area 535 m²

Comprised in

I, ROBERT SHEPHERD ADAM of WHANGAREI
 Registered Surveyor and holder of an annual practising 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 1966

Dated at Whangarei this 25 day
 of August 1975 Signature R. S. Adam

Field Book p. Traverse Book p.

Reference Plans

Examined T.B. TUHURA Correct

Approved as to Survey

12.11.75 *[Signature]*
 Chief Surveyor

Deposited this day of 19

District Land Registrar

Exchange

LOCAL AUTHORITY WHANGAREI COUNTY

Surveyed by R. S. ADAM

Scale 1:200 Date

File 8/5/450
 Received 2 OCT. 1975
 Instructions 75/86

5050770

Extract from *N.Z. Gazette*, 3 June 1976, No. 63, page 1217

*Declaring Land Taken for an Automatic Telephone Exchange
in Block VII, Ruakaka Survey District, Whangarei County*

PURSUANT to section 32 of the Public Works Act 1928, the Minister of Works and Development hereby declares that, a sufficient agreement to that effect having been entered into, the land, described in the Schedule hereto, is hereby taken for an automatic telephone exchange from and after the 3rd day of June 1976.

SCHEDULE

NORTH AUCKLAND LAND DISTRICT

ALL that piece of land containing 535 square metres, situated in Block VII, Ruakaka Survey District, and being part Lot 1, D.P. 36288; as shown marked "A" on plan S.O. 50770 lodged in the office of the Chief Surveyor at Auckland.

Dated at Wellington this 21st day of May 1976.

W. L. YOUNG, Minister of Works and Development.

(P.W. 20/1712; Ak. D.O. 50/18/74/0)

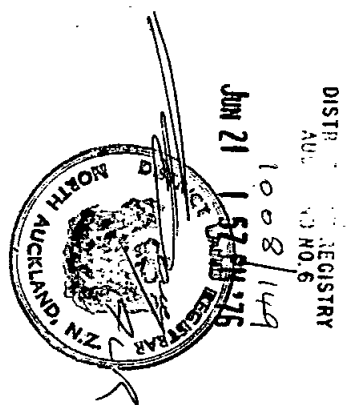
A. R. SPRACK, Government Printer, Wellington, New Zealand.

C.T. 1008/149

C140687.2 } Cancelled and new
ONCT }
18.5.1990 } ET issued: 754757
ORBnew
ALR

LC (temp)
wcc
7/7/76 @

DISTRICT REGISTRY
AUCKLAND
NO. 6
1008/149
JUN 21 1976
5241-76



3460852



2728.50 m. E.



Approvals: *Road shown is legal.*

Schedule

Additional land to be taken for a Telephone Exchange

<i>shown</i>	<i>description</i>	<i>area</i>
(A)	<i>Pt. Lot 1, D.P. 362 98</i>	<i>146 m²</i>

APPROVED

B. B. [Signature]

District Commissioner of Works

19/7/77

FILE : 50/18/74/0

Pt. Lot 1
0.50770
1976 p. 1217
phone Exch.

Total Area *146 m²*

Comprised in *C.T. 1008/149*

I, Roger Kenneth McLeod of Whangarei
Registered Surveyor and holder of an annual practising 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 1966

Dated at *Whangarei* this *6th* day
of *July* 1977 Signature *R. K. McLeod*

Field Book *4782* p. *65-67* Traverse Book *843* p. *119*
Reference Plans -

Examined - *TC78 27/5/77 Correct* *Hooper*

Approved as to Survey

8/11/77 *[Signature]* Chief Surveyor

Deposited this *19* day of *19*

District Land Registrar

File *8/5/450*
Received *20 JUL 1977* *50 52 39*
Instructions

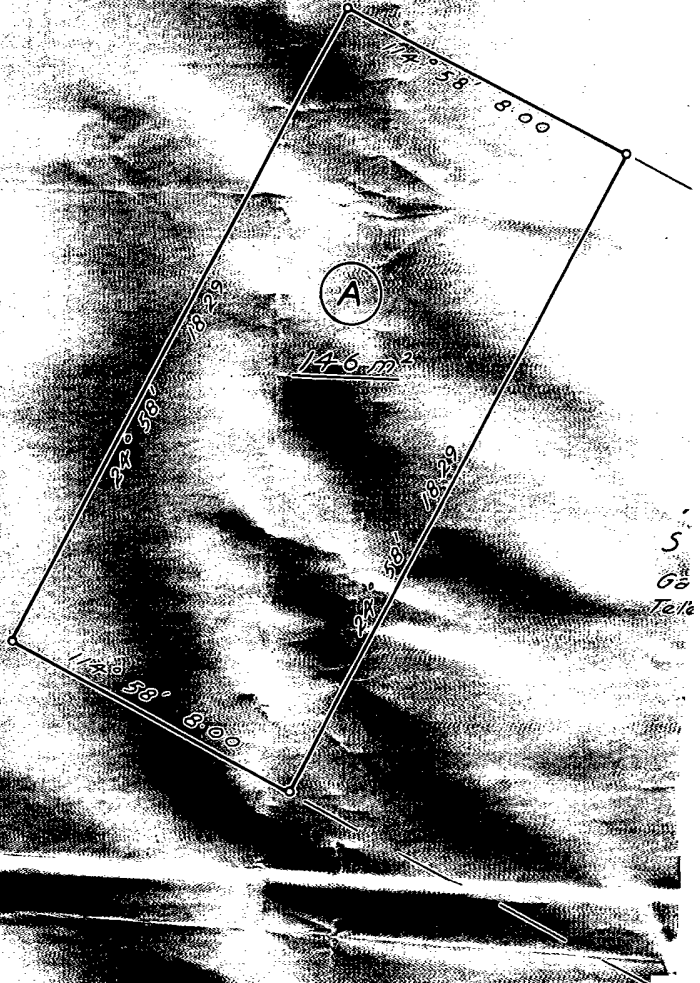
or a

LOCAL AUTHORITY *Whangarei County*
Surveyed by *R. K. McLeod*
Scale *1:125* Date *July 1977*

272815 m.E

311825 m.N

Pt. Lot 1
D.P. 36288
C.T. 1008/149
F.H. Batten



S
62
Tele

311300 m.N

AND DISTRICT North Auckland
SURVEY BLK. & DIST. VII. Ruakaka
ZMS SHEET NO.

Additional Land to be taken for
Telephone Exchange

Printed by A. R. Spence, Government Printer, Wellington, New Zealand.

Surveyor General, Department

Extract from *N.Z. Gazette*, 9 February 1978, No. 8, page 259

*Declaring Land Taken for an Automatic Telephone Exchange
in Block VII, Ruakaka Survey District, Whangarei County*

PURSUANT to section 32 of the Public Works Act 1928, the Minister of Works and Development hereby declares that, a sufficient agreement to that effect having been entered into, the land described in the Schedule hereto is hereby taken for an automatic telephone exchange from and after the 9th day of February 1978.

SCHEDULE

NORTH AUCKLAND LAND DISTRICT

1008/149
ALL that piece of land situated in Block VII, Ruakaka Survey District, containing 146 square metres, and being part Lot 1, D.P. 36288; as shown on plan S.O. 52393, lodged in the office of the Chief Surveyor at Auckland and thereon marked "A".

Dated at Wellington this 20th day of January 1978.

W. L. YOUNG, Minister of Works and Development.

(P.W. 20/1712; Ak. D.O. 50/18/74/0)

E. C. Keating, Government Printer, Wellington, New Zealand—1978

C140 687.2 } cancelled and
ONCT } new CT issued
18.5.1990 } TSC/757

OBnew
ALC

Registration card.
CT 1008/49
KB 2-3-78

see memo on
previous document



1008/49
Dunmore
etc

FEB 24 2 20 PM '78

DISTRICT
AUCKLAND
REGISTRY

377420.2

.2 ⊕

New Zealand]

(Approved by the District)

Under the D



Memorandum of Transfer

774² done

497761 T
06091951

WHEREAS I FREDERICK HAROLD BATTEN (Junior).....
of Ruakaka farmer..... 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 FORTY-NINE ACRES TWO ..
ROODS AND NINETEEN PERCHES

more or less being section Ten of Block VII of the Ruakaka Survey ...
District and being the whole of the land comprised and described.
in Certificate of Title Volume 674 folio 69 of the Register Book.
in the Land Registry Office at Auckland SUBJECT TO an easement ..
over part of the land in favour of His Majesty the King in
respect of drainage rights AND ALSO in all that piece of land ...
containing TWENTY ACRES more or less being Lot 1 on Deposited Plan
No. 36288 being part of section Eleven of Block VII of the Ruakaka
Survey District and being part of the land comprised and described
in Certificate of Title Volume 691 folio 133 of the Register Book.
aforesaid SUBJECT TO easements over parts of the said land in
favour of His Majesty the King in respect of drainage rights

DID by an agreement for sale and purchase bearing date fourth
day of September One thousand nine hundred and forty-six sell the.
said lands to FREDERICK HAROLD BATTEN THE YOUNGER and JAMES WILLIAM
BATTEN both of Ruakaka farmers AND WHEREAS by an agreement for sale
and purchase bearing date ninth day of May One thousand nine
hundred and fifty-one the said James William Batten sold his
interest in the said lands to the said Frederick Harold Batten the,
Younger who has now completed the purchase of the said lands and ..
has requested me to transfer the same direct to him which I have ..
agreed to do upon the said James William Batten joining in these ..
presents NOW THEREFORE pursuant to such agreement and

IN CONSIDERATION of the sum of ONE THOUSAND TWO HUNDRED POUNDS
paid to me by the said Frederick Harold Batten the Younger (the ...
receipt whereof I do hereby acknowledge) at the request and by the.
direction of the said James William Batten I the said Frederick ...
Harold Batten (Junior)

In consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said

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

In witness whereof have hereunto subscribed name this
day of one thousand nine hundred and

Signed by the above named

in the presence of

DO HEREBY TRANSFER unto the said FREDERICK HAROLD BATTEN THE YOUNGER all my estate and interest in the said pieces of land above described....

PROVIDED ALWAYS that I shall not be liable or called upon to erect.. or maintain or to contribute towards the cost of the erection or maintenance of any boundary or dividing fence between the said piece of land hereby transferred and any adjoining land belonging to me but this.. proviso shall not enure to the benefit of any purchaser of any such adjoining land.

AND I the said JAMES WILLIAM BATTEN in consideration of the sum of.. ONE THOUSAND FOUR HUNDRED AND NINETY-FOUR POUNDS FIFTEEN SHILLINGS paid.. to me by the said Frederick Harold Batten the Younger (the receipt whereof I do hereby acknowledge) DO HEREBY CONSENT to and confirm the ... transfer hereby made.

IN WITNESS WHEREOF the said parties have hereunto subscribed their.. names this sixth day of August One thousand nine hundred and fifty-one.

SIGNED by the abovenamed FREDERICK HAROLD BATTEN (Junior) as transferor in the... presence of:-

F. H. Batten

American Ross
Rotator
Whangarei

SIGNED by the abovenamed JAMES WILLIAM BATTEN in the presence of :-

J. W. Batten

Wangarei
Whangarei

No. 497761

Correct for the purposes of the Land Transfer Act.

TRANSFER OF

Section 10 and Lot 1 D.P. 36288 part section 11 Block V11 Ruakaka S.D.

Wm Ross
Solicitor for the Transferee

FREDERICK HAROLD BATTEN (Junior) Transferor

FREDERICK HAROLD BATTEN the Younger Transferee

Particulars entered in the Register-Book 674/69,

691/133

the 6th day of September 1951
at 10.26 o'clock.

M Benjamin
Assistant District Land Registrar
of the District of Auckland.



1008/149
D.P. 36288

Part 691/133
area 20.0-0 being Lot 1 on D.P.
36288 & being portion of Sec 11
Blk VII Ruakaka S.D.

210
28/9/51

WEBB, ROSS & HOSS
Whangarei

Solicitors for the Transferee

