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**Identifier** Land Registration District North Auckland

NA128C/529

**Date Issued** 11 April 2000

### **Prior References**

NA51D/356

Fee Simple Estate

Area 349.7850 hectares more or less Legal Description Lot 1-3 Deposited Plan 202203 and Allotment 363-364 Parish of Waiuku East

### **Registered Owners**

New Zealand Steel Limited

### **Interests**

Subject to Section 107 (9A) Public Works Act 1981

Subject to a right of way over part coloured yellow on DP 73307 specified in Easement Certificate 174442.1

B357344.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Minister of Works and Development - 3.12.1984 at 9.16 am (affects Lots 1,2 and 3 DP 202203)

Subject to a pipeline right (in gross) over part marked centre line of Gas Pipeline on DP 97056 in favour of The Natural Gas Corporation of New Zealand Limited created by Transfer B812745.1 - 7.4.1988 at 2.13 pm (affects Lots 1 and 2 DP 202203)

Land Covenant in Deed C233120.2 - 29.1.1991 at 2.58 pm

Subject to a right to convey electricity and telecommunications (in gross) over part marked A on DP 347147 in favour of Counties Power Limited created by Easement Instrument 6511738.1 - 27.7.2005 at 9:00 am

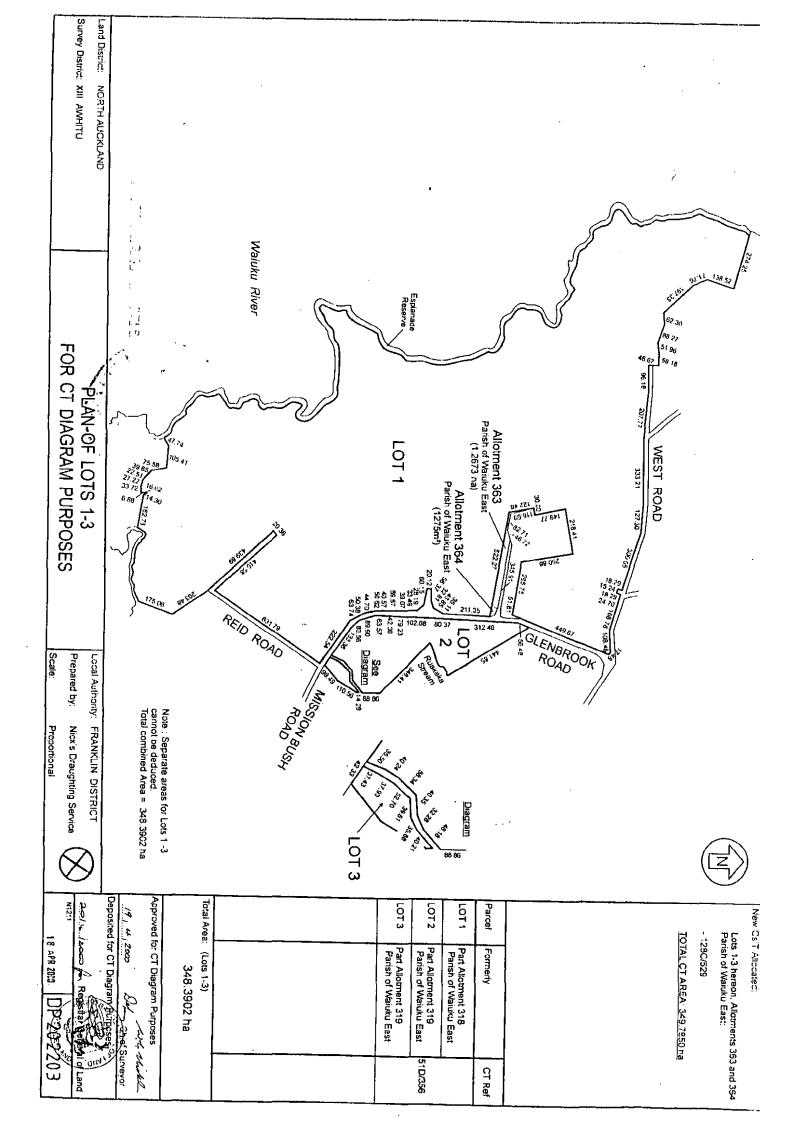
9126232.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 18.7.2012 at 12:37 pm (Affects Lot 1 DP 202203)

Appurtenant to Lot 1 and 2 DP 202203 is a right to discharge contaminants into the air created by Easement Instrument 9242821.1 - 21.11.2012 at 10:16 am

Land Covenant in Easement Instrument 9242821.1 - 21.11.2012 at 10:16 am

9609504.1 Lease of Area 1 Deposited Plan 470281 Term 20 years commencing 19.1.2014 (renewal clause). CT 641387 issued - 22.1.2014 at 11:59 am

10317400.1 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 24.3.2016 at 10:04 am





## **View Instrument Details**

Instrument No. 10317400.1 **Status** Date & Time Lodged Lodged By **Instrument Type** 

Registered 24 Mar 2016 10:04

Stone, Samuel Desmond Michael

Covenant (All types except Land covenants)



**Affected Computer Registers Land District** NA128C/529 North Auckland NA463/98 North Auckland NA727/169 North Auckland NA907/240 North Auckland

Annexure Schedule: Contains 6 Pages.

### Signature

Signed by Daniel Kenyon as Grantor/Grantee Representative on 24/03/2016 09:55 AM

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

**Annexure Schedule:** Page: 1 of 6

# COVENANT UNDER SECTION 108 RESOURCE MANAGEMENT ACT 1991

between

New Zealand Steel Limited

and

**AUCKLAND COUNCIL** 



**Annexure Schedule:** Page: 2 of 6

IN THE MATTER

of the Resource

Management Act 1991

AND

IN THE MATTER

of the Land Transfer Act

1952

### COVENANT UNDER SECTION 108 RESOURCE MANAGEMENT ACT 1991

BETWEEN

New Zealand Steel Limited ("Covenantor")

AND

AUCKLAND COUNCIL ("Council")

### **BACKGROUND:**

- A. The Covenantor is the registered proprietor of the land contained in Computer Freehold Registers NA128C/529, NA463/98, NA907/240 and NA727/169 (*Land*).
- B. The Covenantor is required as a condition of Resource Consent 34757 (Resource Consent) to undertake environmental compensation works on the Land in accordance with a detailed Environmental Compensation Plan (ECP) approved by a manager to be nominated by the Council (Manager).
- C. The Covenantor is required pursuant to the Resource Consent to enter into this deed in favour of the Council to ensure compliance with the provisions of the Resource Consent.
- D. This covenant is entered into under Section 108(2)(d) of the Resource Management Act 1991.

### **COVENANTS:**

### 1. INTERPRETATION

In this Covenant, unless the context indicated otherwise:

### 1.1 Definitions

"Consent" means the land use Consent no. 34757 granted by Council.

"Council" means Auckland Council and includes it successors and its officers and agents;

"Covenantor" means the person named as the Covenantor in this Covenant and includes the person for the time being registered as proprietor of the Land or any part of the Land;

**Annexure Schedule:** Page: 3 of 6

- "Land" means all of the Covenantor's land at Brookside Road, Gleenbrook the legal description of which is contained in the First Schedule.
- 1.2 Defined Expressions: expressions defined in the main body of this deed have the defined meaning in the whole of this deed including the background.
- 1.3 **Headings:** section, clause and other headings are for ease of reference only and do not affect this deed's interpretation.
- 1.4 Joint and Several Liability: an obligation by two or more persons binds those persons jointly and severally.
- 1.5 **Negative Obligations:** any obligation not to do anything including an obligation not to suffer, permit or cause that thing to be done.
- 1.6 Parties: references to parties are references to parties to this deed.
- 1.7 Persons: references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality.
- 1.8 Plural and Singular: words importing the singular number include the plural and vice versa.
- 1.9 Schedules: the schedules to this deed and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this deed.
- 1.10 Sections, Clauses and Schedules: references to sections, clauses and schedules are references to this deed's sections, clauses and schedules.
- 1.11 Statutes and Regulations: references to any statutory provision include any statutory provision, which amends or replaces it, and any subordinate legislation made under it.

### 2. EXPRESS COVENANTS

- 2.1 The Covenantor covenants with Council to perform the obligations as set out in the Second Schedule hereto and imposed pursuant to section 108 of the Resource Management Act 1991 and the Consent.
- 2.2 The Covenantor acknowledges that this Covenant shall bind and run with the Land in accordance with section 109 of the Resource Management Act 1991.

### 3. COSTS

The Covenantor shall pay the costs of preparation, stamping and registration of this Covenant and any other costs incurred by Council in relation to this Covenant.

### 4. POWERS NOT AFFECTED

4.1 Nothing in this deed is to be treated as limited any other rights or powers which Council may have under statue, by-law or regulation except as expressly provided in this deed.

**Annexure Schedule:** Page:4 of 6 Brookside Road, Gleenbrook Page 3 4.2 The Covenantor's liability under this deed will not be affected by any delay, extension of time, forbearance or waiver by Council, or by failure or neglect by Council to enforce any of the covenants. IN WITNESS of this Covenant has been executed on the day of 2016. **EXECUTED** by the Covenantor SIGNED for and on behalf of New Zealand Steel Limited by: ANDREW JAMES CAREY
Full name of director/authorised signatory Signature of director/authorised signatory MATTHEW ANDTO KART Full name of director/authorised signatory Signature of director/authorised signatory Witness: (If other than two directors sign)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

**Annexure Schedule:** Page: 5 of 6

## FIRST SCHEDULE (Land)

1. An estate in fee simple in all that parcel of land being Lot 1 & 3 Deposited Plan 202203 and Allotment 363-364 Parish of Waiuku East comprised and described in computer freehold register NA128C/529 (North Auckland Registry)

- 2. An estate in fee simple in all that parcel of land being Lot 1 Deposited Plan 20738 comprised and described in computer freehold register NA463/98 (North Auckland Registry)
- An estate in fee simple in all that parcel of land being Allotment 285 Parish of Waiuku East comprised and described in computer freehold register NA907/240 (North Auckland Registry)
- An estate in fee simple in all that parcel of land being Lot 1 & 3 Deposited Plan 29372 comprised and described in computer freehold register NA727/169 (North Auckland Registry)

**Annexure Schedule:** Page: 6 of 6

### SECOND SCHEDULE

(COVENANTS)

### **GRANTOR'S COVENANTS**

- The Covenantor agrees that it shall, prior to the commencement of any stream-works on the Land, complete a detailed ECP, including a proposed timeline, to compensate for the permanent diversion and infilling of .1500 metres of Category I watercourse authorised by the Resource Consent, and shall submit the ECP to the Manager for written approval (such approval not to be unreasonably withheld).
- The ECP shall be prepared in accordance with the Stream Ecological Valuation (5EV) submitted with the Council's Resource Consent application, and with TP148 and TP302, and shall include the complete specification of eco-sourced plant species and densities, including fencing, weed and pest control, replacement planting, irrigation and ongoing maintenance requirements. The ECP may form part of the Landfill Management Plan required by condition 10 of the Resource Consent. Any amendments to the ECP shall be approved by the Manager prior to implementation (such approval not to be unreasonably withheld or delayed).
- The Covenantor shall undertake the environmental compensation works in general accordance with the ECP, such works to be complied with by the Covenantor on an ongoing basis (*Works*).
- The Covenantor shall provide the Manager with an environmental compensation monitoring report (*Monitoring Report*) annually on 1 November, starting on 1 November in the year following the commencement of the Works.
- The Monitoring Report is to outline details of planting undertaken prior to the date of the Monitoring Report, maintenance required and undertaken, and an assessment of the condition of the riparian re-vegetation.
- The Monitoring Report shall be provided to the Manager, for a period of up to five years following final implementation of the Works and may be discontinued upon receipt of advice from the Manager.

### SURRENDER OF THIS COVENANT INSTRUMENT

- The Council shall promptly provide all necessary consents to allow the Covenantor to effect a surrender of this covenant instrument from all certificates of title to the Land (at the Covenantor's cost) immediately upon the earlier of:
  - The date the Grantor ceases to exercise operations pursuant to the Resource Consent; or
  - b) Upon the expiry of the Resource Consent.

### SUBSEQUENT VARIATION

This land covenant may be varied, cancelled or renewed at any time by agreement between the Council and Covenantor.



**Search Copy** 



**Identifier** Land Registration District North Auckland **Date Issued** 

NA463/98 05 September 1927

### **Prior References**

NA504/5

Estate Fee Simple

24.8882 hectares more or less Area **Legal Description** Lot 1 Deposited Plan 20738

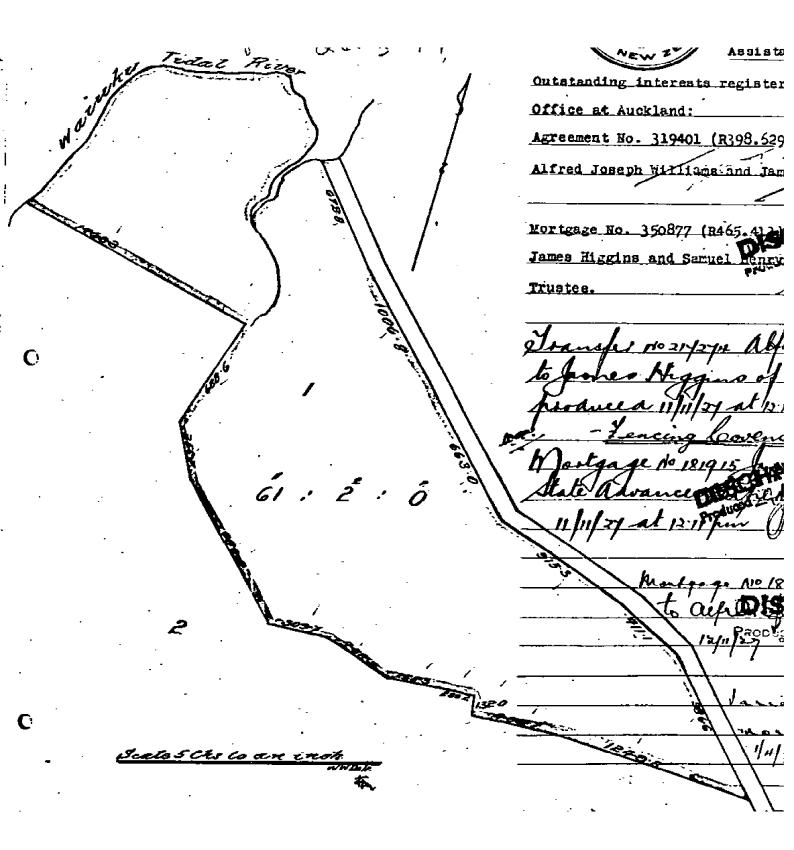
**Registered Owners** 

New Zealand Steel Limited

### Interests

B144732.2 Lease to Tainui Maori Trust Board Term 21 years commencing on the 1.7.1982 - 1.2.1983 at 9.46 am (Renewal clause)

10317400.1 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 24.3.2016 at 10:04 am





**Search Copy** 



**Identifier** Land Registration District North Auckland

NA907/240

**Date Issued** 19 May 1949

**Prior References** 

NAPR195/164 WA 4955

Fee Simple Estate

35.3468 hectares more or less Area

Legal Description Allotment 285 Parish of Waiuku East

**Registered Owners** 

New Zealand Steel Limited

### Interests

Subject to water rights created by Transfer 314430

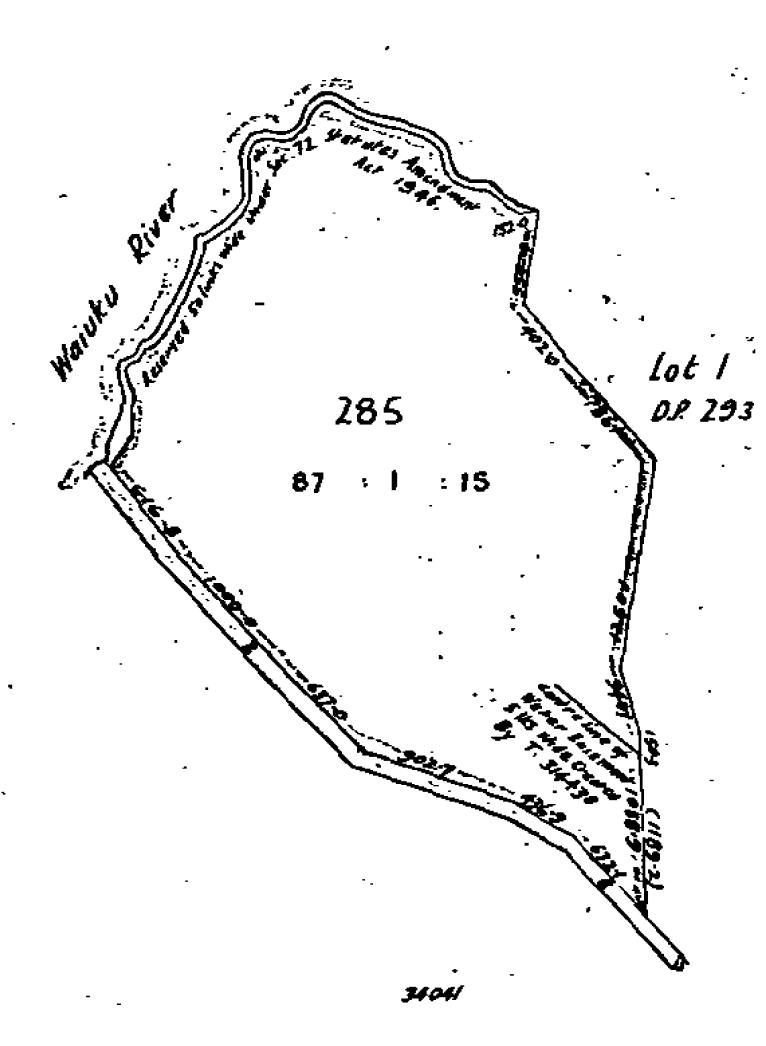
Subject to Section 206 Land Act 1924

B144732.1 Lease to Tainui Maori Trust Board Term 21 years commencing on the 1.7.1982 - 1.2.1983 at 9.46 am (Renewal clause)

10317400.1 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 24.3.2016 at 10:04 am

64652209 Transaction Id Client Reference gbishop001

## Waiuku East Parish





**Search Copy** 



**Identifier** Land Registration District North Auckland

NA727/169

**Date Issued** 21 March 1940

### **Prior References**

NA719/46

Fee Simple Estate

35.2077 hectares more or less Area

Legal Description Lot 1 and Lot 3 Deposited Plan 29372

**Registered Owners** 

New Zealand Steel Limited

### Interests

Appurtenant hereto are water rights together with incidental rights of entry created by Transfer 314430 Subject to water rights over part created by Transfer 319591 - 21.3.1940 10317400.1 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 24.3.2016 at 10:04 am

64652209 Transaction Id Client Reference gbishop001

Waruku R. A 1835,207 2076h in Factors: ≈ 40d6m² = 25 20m² -2012 metres



**Search Copy** 



**Identifier**  $Land\ Registration\ District\ \ North\ Auckland$ 

NA730/133

**Date Issued** 25 June 1940

### **Prior References**

NA719/46

Estate Fee Simple

11.4703 hectares more or less Area **Legal Description** Lot 2 Deposited Plan 29372

**Registered Owners** 

New Zealand Steel Limited

### Interests

Appurtenant hereto are water rights and an incidental right of entry created by Transfer 314430 Appurtenant hereto are water rights and an incidental right of entry created by Transfer 319591

ZU12 metres 000:0

1



**Search Copy** 



**Identifier** Land Registration District North Auckland

NA285/12

**Date Issued** 30 January 1918

Fee Simple Estate

50.8386 hectares more or less Area

Legal Description Allotment 122 and Part Allotment 123

Parish of Waiuku East

**Registered Owners** 

New Zealand Steel Limited

#### **Interests**

C860359.1 Notice pursuant to Section 4 of the Irrigation Schemes Act 1990 whereby certain rights affecting part are preserved in favour of Glenbrook Irrigation Company Limited - 3.7.1995 at 1.49 pm

64652209 Transaction Id Client Reference gbishop001

P" 123 \$ P? /23 123 - 2 - 20 122 121



**Search Copy** 



**Identifier**  $Land\ Registration\ District\ \ North\ Auckland$ 

NA700/127

**Date Issued** 22 April 1938

**Prior References** 

NAPR181/416 WA 3751

Fee Simple Estate

21.8126 hectares more or less Area Legal Description Middle Part Allotment 123 Parish of

Waiuku East

**Registered Owners** 

New Zealand Steel Limited

### **Interests**

Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the land and reserving always to Her Majesty the Queen and all persons lawfully entitled to work the said minerals a right of ingress egress and regress over the said land

64652209 Transaction Id Client Reference gbishop001 Nahamai Parish

B P 27248

B P 27248

Parish of Nahaku East

Middle Portion Allot. 123

N. Pn. 123

S. Pn. 123

B P 1238



**Search Copy** 



**Identifier** Land Registration District North Auckland **Date Issued** 

NA692/303 01 September 1937

**Prior References** 

NA371/205 NA561/71

Estate Fee Simple

10.6230 hectares more or less Area **Legal Description** Lot 1 Deposited Plan 27248

**Registered Owners** New Zealand Steel Limited

### Interests

C860359.1 Notice pursuant to Section 4 of the Irrigation Schemes Act 1990 whereby certain rights affecting part are preserved in favour of Glenbrook Irrigation Company Limited - 3.7.1995 at 1.49 pm

Allot.6

Allot. 10

1243-3

330

330

313-0

M.P. Allot. 123

Soc. 0



**Search Copy** 



**Identifier** Land Registration District North Auckland

NA56C/636

**Date Issued** 28 May 1984

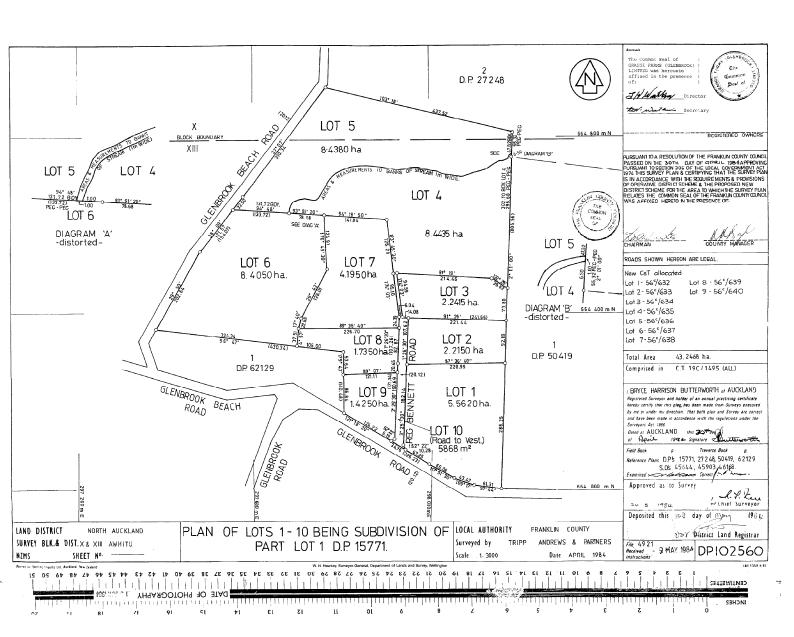
**Prior References** NA19C/1495

Estate Fee Simple

8.4380 hectares more or less Area Legal Description Lot 5 Deposited Plan 102560

**Registered Owners** New Zealand Steel Limited

Interests





**Search Copy** 



**Identifier**  $Land\ Registration\ District\ \ North\ Auckland$ **Date Issued** 

NA62A/1003 13 March 1986

**Prior References** 

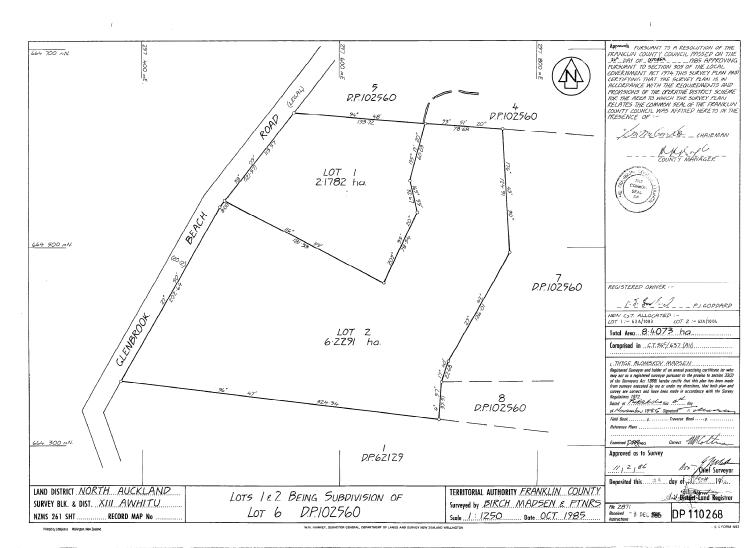
NA56C/637

Estate Fee Simple

2.1782 hectares more or less Area Legal Description Lot 1 Deposited Plan 110268

**Registered Owners** New Zealand Steel Limited

Interests





**Search Copy** 



**Identifier**  $Land\ Registration\ District\ \ North\ Auckland$ **Date Issued** 

NA62A/1004 13 March 1986

**Prior References** 

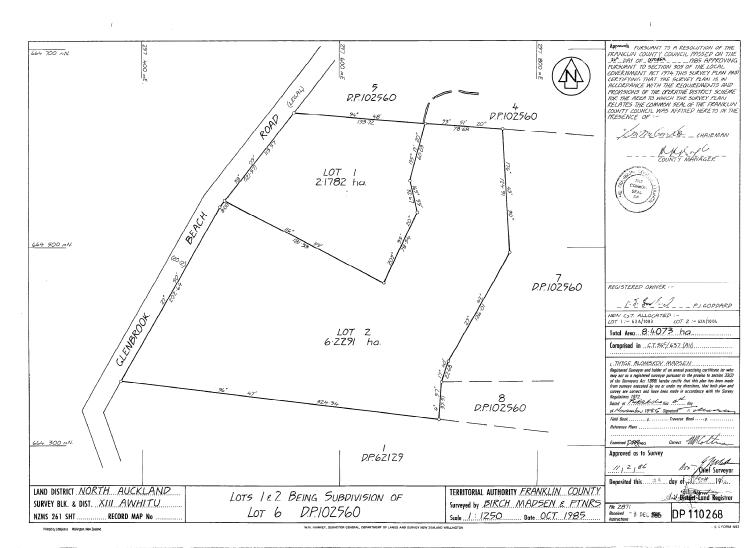
NA56C/637

Estate Fee Simple

6.2291 hectares more or less Area Legal Description Lot 2 Deposited Plan 110268

**Registered Owners** New Zealand Steel Limited

Interests





**Search Copy** 



**Identifier** Land Registration District North Auckland

NA19C/1494

**Date Issued** 19 October 1970

### **Prior References**

NA613/164

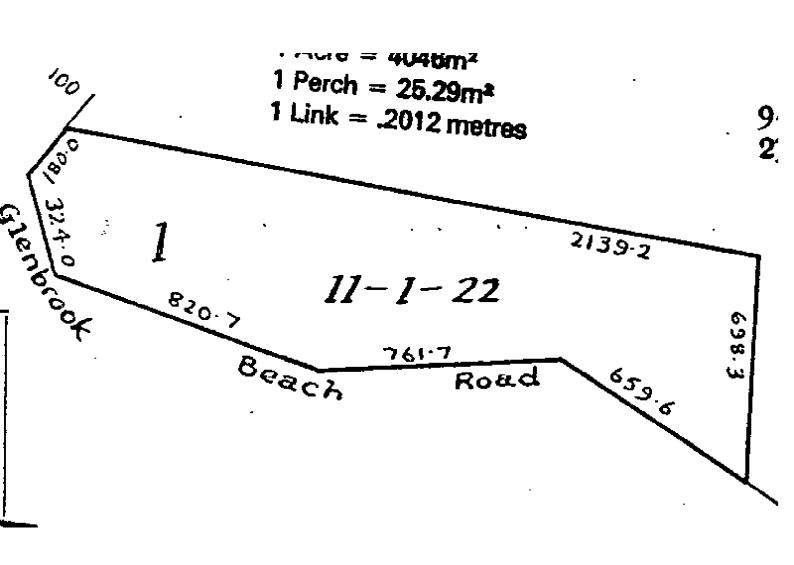
Estate Fee Simple

4.6084 hectares more or less Area Legal Description Lot 1 Deposited Plan 62129

**Registered Owners** 

New Zealand Steel Limited

Interests





**Search Copy** 



**Identifier** Land Registration District North Auckland

NA86C/596

**Date Issued** 31 July 1991

### **Prior References**

NA50A/1333

Fee Simple Estate

11.4500 hectares more or less Area Legal Description Lot 1 Deposited Plan 146074

**Registered Owners** 

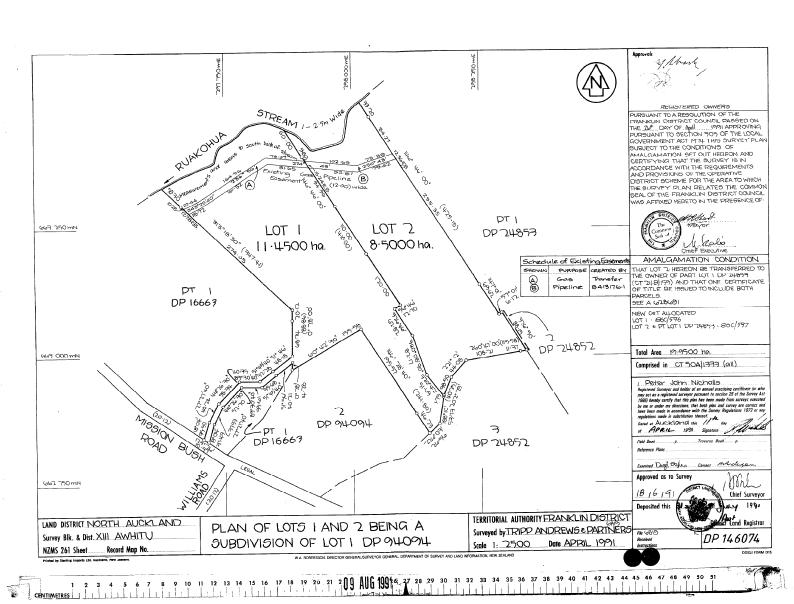
New Zealand Steel Limited

### Interests

Subject to a gas pipeline right (in gross) over part marked A on DP 146074 in favour of Natural Gas Corporation of New Zealand Limited created by Transfer B413176.1

Subject to a right to discharge contaminants into the air over the within land created by Easement Instrument 9242821.1 - 21.11.2012 at 10:16 am

Land Covenant in Easement Instrument 9242821.1 - 21.11.2012 at 10:16 am





**Search Copy** 



**Identifier** Land Registration District North Auckland **Date Issued** 

NA30A/901

28 August 1974

**Prior References** 

GN 046749.1 GN 073248.1

Estate Fee Simple

7.9217 hectares more or less Area

Legal Description Allotment 322 Parish of Waiuku East

Esplanade Reserve **Purpose** 

**Registered Owners Auckland Council** 

**Interests** 

SUBJECT TO THE RESERVES AND DOMAINS ACT 1953

