



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



R.W. Muir  
Registrar-General  
of Land

**Identifier** **1084764**  
**Land Registration District** **North Auckland**  
**Date Issued** 08 November 2022

**Prior References**  
991745

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**Estate** Fee Simple  
**Area** 7.0231 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 581326  
**Registered Owners**  
Tomlinson Core Land Limited

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**Interests**

Appurtenant to part formerly Lot 1 DP 35436 is a right of way created by Transfer 565767 - 1.11.1955 at 11:00 am  
Appurtenant to part formerly Lot 1 DP 35436 is a right of way created by Transfer 582092- 10.12.1956 at 10:30 am  
D653484.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 2.11.2001  
Appurtenant hereto is a right to drain water specified in Easement Certificate D653484.4 - 2.11.2001 at 10.11 am  
The easements specified in Easement Certificate D653484.4 are subject to Section 243 (a) Resource Management Act 1991  
Subject to a right (in gross) to an electricity supply easement over part marked G on DP 581326 in favour of Vector Limited created by Transfer 6896464.1 - 7.6.2006 at 9:00 am  
12206164.1 Variation of Consent Notice D653484.2 pursuant to Section 221(5) Resource Management Act 1991 - 17.12.2021 at 8:58 am  
12389036.5 Mortgage to Bank of New Zealand - 10.3.2022 at 12:48 pm  
Subject to a right to drain water over part marked B on DP 581326 created by Easement Instrument 12543273.10 - 8.11.2022 at 4:42 pm  
Appurtenant hereto is a parking right, a right to drain water and sewage and a right to convey water, gas, telecommunications, electricity created by Easement Instrument 12543273.10 - 8.11.2022 at 4:42 pm  
Appurtenant hereto is a right of way, a right to drain water and sewage and a right to convey water, gas, telecommunications and electricity created by Easement Instrument 12543273.11 - 8.11.2022 at 4:42 pm  
The easements created by Easement Instrument 12543273.11 are subject to Section 243 (a) Resource Management Act 1991  
Land Covenant in Covenant Instrument 12543273.13 - 8.11.2022 at 4:42 pm  
Land Covenant in Covenant Instrument 12543273.14 - 8.11.2022 at 4:42 pm  
12543273.16 Variation of Consent Notice D653484.2 pursuant to Section 221(5) Resource Management Act 1991 - 8.11.2022 at 4:42 pm  
12865369.1 Variation of Mortgage 12389036.5 - 31.10.2023 at 3:58 pm





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R.W. Muir  
Registrar-General  
of Land

**Identifier** **1084765**  
**Land Registration District** **North Auckland**  
**Date Issued** 08 November 2022

**Prior References**

991745                      991746

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**Estate**                      Fee Simple  
**Area**                        4.5491 hectares more or less  
**Legal Description**      Lot 2 Deposited Plan 581326

**Registered Owners**

Goodman Nominee (NZ) Limited

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**Interests**

D653484.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 2.11.2001 (affects part formerly Lot 2 DP 321974)

Appurtenant hereto is a right to drain water specified in Easement Certificate D653484.4 - 2.11.2001 at 10.11 am

The easements specified in Easement Certificate D653484.4 are subject to Section 243 (a) Resource Management Act 1991 Land Covenant in Easement Instrument 6342158.6 - 10.3.2005 at 9:00 am (Affects part formerly Lot 4 DP 546096)

6641368.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 9.11.2005 at 9:00 am (Affects part formerly Lot 4 DP 546096)

Land Covenant in Transfer 6681793.2 - 8.12.2005 at 9:00 am (Affects part formerly Lot 4 DP 546096)

10448420.2 Encumbrance to Auckland Council - 1.6.2016 at 11:22 am (Affects part formerly Lot 4 DP 546096)

Subject to a right of way over part marked I, Z, AN, AO, AQ, AU and AV on DP 581326 created by Easement Instrument 11714980.5 - 24.11.2020 at 6:08 pm

Subject to a pedestrian right of way (in gross) over part marked A, AM, AP, AR, AT, AW and AX on DP 581326 in favour of Auckland Council created by Easement Instrument 11714980.6 - 24.11.2020 at 6:08 pm

The easements created by Easement Instrument 11714980.6 are subject to Section 243 (a) Resource Management Act 1991

12206164.1 Variation of Consent Notice D653484.2 pursuant to Section 221(5) Resource Management Act 1991 - 17.12.2021 at 8:58 am

12206164.8 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 17.12.2021 at 8:58 am (affects part formerly Lot 2 DP 561055)

Land Covenant in Covenant Instrument 12530234.1 affecting part marked K, AL, AM, AN, AQ, AR, AS, AV and AW on DP 581326 - 26.8.2022 at 3:18 pm

Subject to a right to drain water over part marked J and L on DP 581326 created by Easement Instrument 12543273.10 - 8.11.2022 at 4:42 pm

Subject to a right of way, a right to drain water and sewage and a right to convey water, gas, telecommunications and electricity over part marked A, I, L, Z, AM, AN, AO, AP, AQ, AR, AT, AU, AV, AW and AX on DP 581326 created by Easement Instrument 12543273.11 - 8.11.2022 at 4:42 pm

The easements created by Easement Instrument 12543273.11 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications over part marked A, I, L, Z, AM, AN, AO, AP, AQ, AR, AT, AU, AV, AW and AX on DP 581326 in favour of Chorus New Zealand Limited created by Easement Instrument 12543273.12 - 8.11.2022 at 4:42 pm

Land Covenant in Covenant Instrument 12543273.13 - 8.11.2022 at 4:42 pm

Land Covenant in Covenant Instrument 12543273.14 - 8.11.2022 at 4:42 pm

12543273.15 Variation of Consent Notice 12206164.8 pursuant to Section 221(5) Resource Management Act 1991 - 8.11.2022 at 4:42 pm

12543273.16 Variation of Consent Notice D653484.2 pursuant to Section 221(5) Resource Management Act 1991 - 8.11.2022 at 4:42 pm

12637417.2 Mortgage to NZGT (GMT) Security Trustee Limited - 7.2.2023 at 9:22 am





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **1084766**  
**Land Registration District** **North Auckland**  
**Date Issued** 08 November 2022

**Prior References**

991745                      991749

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**Estate** Fee Simple  
**Area** 23.1239 hectares more or less  
**Legal Description** Lot 5 Deposited Plan 581326

**Registered Owners**

Goodman Nominee (NZ) Limited

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**Interests**

Appurtenant to part formerly Lot 1 DP 35436 is a right of way created by Transfer 565767 - 1.11.1955 at 11:00 am  
Appurtenant to part formerly Lot 1 DP 35436 is a right of way created by Transfer 582092- 10.12.1956 at 10:30 am  
D653484.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 2.11.2001 (affects part formerly Lot 2 DP 321974)  
Appurtenant hereto is a right to drain water specified in Easement Certificate D653484.4 - 2.11.2001 at 10.11 am  
The easements specified in Easement Certificate D653484.4 are subject to Section 243 (a) Resource Management Act 1991  
Subject to a right to drain water over part marked C, D, O, T, U and X on DP 581326 specified in Easement Certificate D653484.4 - 2.11.2001 at 10:11 am  
5741579.6 Partial surrender of the right to drain water over part marked B on DP 321974 specified in Easement Certificate D653484.4 - 24.9.2003 at 3:23 pm  
Land Covenant in Easement Instrument 6342158.6 - 10.3.2005 at 9:00 am (affects part formerly Lot 3 DP 546096)  
6641368.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 9.11.2005 at 9:00 am (affects part formerly Lot 3 DP 546096)  
Land Covenant in Transfer 6681793.2 - 8.12.2005 at 9:00 am (affects part formerly Lot 3 DP 546096)  
Subject to a right (in gross) to an electricity supply easement over part marked E and to a cable access and supply easement over part marked F on DP 581326 in favour of Vector Limited created by Transfer 6896464.1 - 7.6.2006 at 9:00 am  
10448420.2 Encumbrance to Auckland Council - 1.6.2016 at 11:22 am (affects part formerly Lot 3 DP 546096)  
Subject to a right of way over part marked H and AJ on DP 581326 created by Easement Instrument 11714980.5 - 24.11.2020 at 6:08 pm  
12206164.1 Variation of Consent Notice D653484.2 pursuant to Section 221(5) Resource Management Act 1991 - 17.12.2021 at 8:58 am  
12206164.8 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 17.12.2021 at 8:58 am (affects part formerly Lot 5 DP 561055)  
Land Covenant in Covenant Instrument 12530234.1 affecting part marked AJ on DP 581326 - 26.8.2022 at 3:18 pm

Subject to a parking right over part marked AB, AC, AG and AH, a right to drain water and sewage, a right to convey water, gas, telecommunications and electricity over part marked AB, AC, AD, AF, AG, AH and AI, a right to drain water over part marked D, N, O and X, a right to convey electricity over part marked E, F, P, S, U and V, a right to convey telecommunications over part marked S, W, X and Y, a right to drain water over part marked AE and AK and a right to drain sewage over part marked AE and M all on DP 581326 created by Easement Instrument 12543273.10 - 8.11.2022 at 4:42 pm

Appurtenant hereto is a right to drain water created by Easement Instrument 12543273.10 - 8.11.2022 at 4:42 pm

Subject to a right of way, a right to drain water and sewage and a right to convey water, gas, telecommunications and electricity over part marked Q, R, T and AA on DP 581326 created by Easement Instrument 12543273.11 - 8.11.2022 at 4:42 pm

The easements created by Easement Instrument 12543273.11 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications over part marked Q, R, S, T, W, X, Y, AA, AB, AC, AD, AF, AG, AH and AI on DP 581326 in favour of Chorus New Zealand Limited created by Easement Instrument 12543273.12 - 8.11.2022 at 4:42 pm

Land Covenant in Covenant Instrument 12543273.13 - 8.11.2022 at 4:42 pm

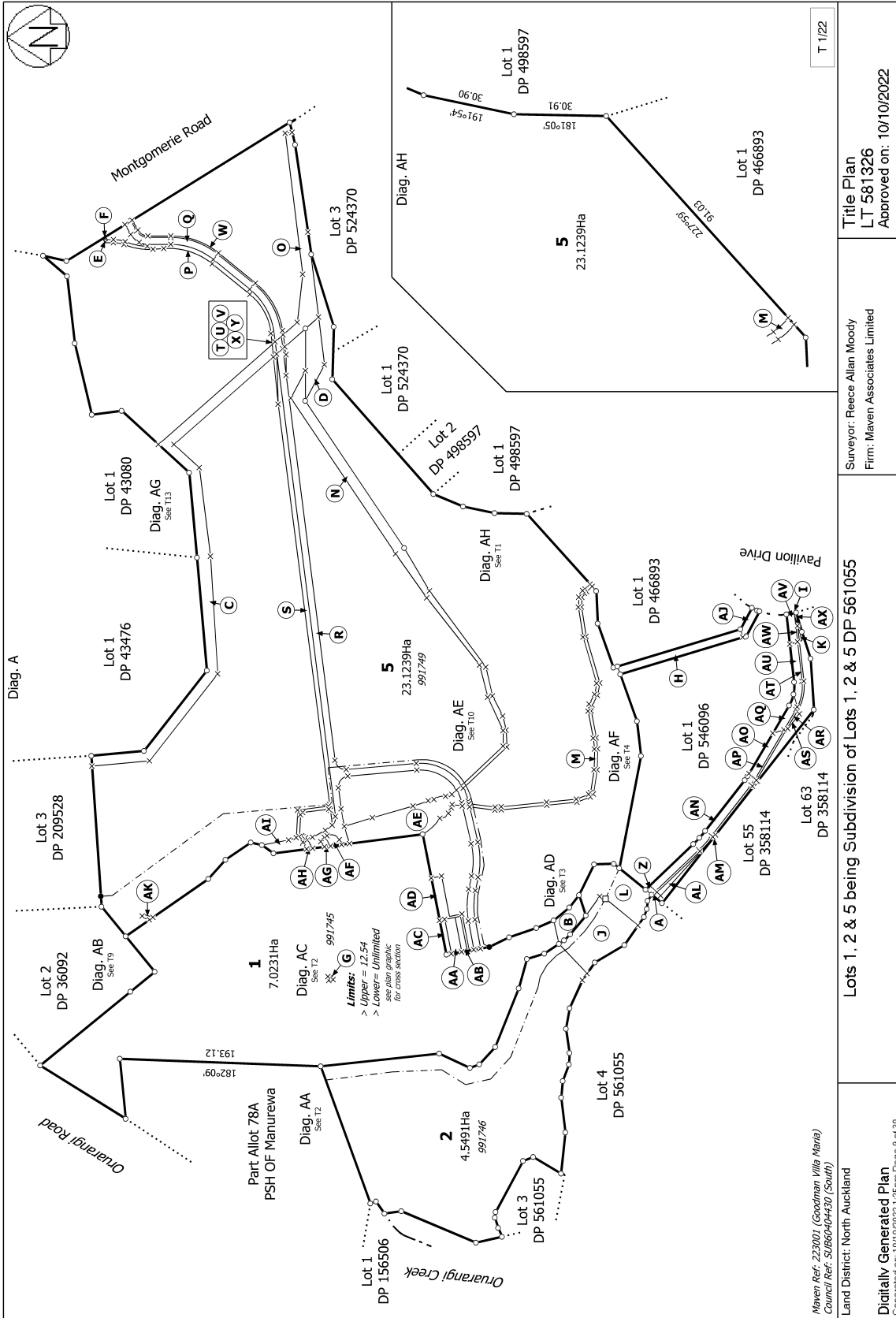
Land Covenant in Covenant Instrument 12543273.14 - 8.11.2022 at 4:42 pm

12543273.15 Variation of Consent Notice 12206164.8 pursuant to Section 221(5) Resource Management Act 1991 - 8.11.2022 at 4:42 pm

12543273.16 Variation of Consent Notice D653484.2 pursuant to Section 221(5) Resource Management Act 1991 - 8.11.2022 at 4:42 pm

12637417.2 Mortgage to NZGT (GMT) Security Trustee Limited - 7.2.2023 at 9:22 am

Subject to a right (in gross) to convey electricity over part marked B, E and F on DP 583344 in favour of Vector Limited created by Easement Instrument 12613356.1 - 31.7.2023 at 4:22 pm







**RECORD OF TITLE  
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FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** NA934/268  
**Land Registration District** North Auckland  
**Date Issued** 18 August 1949

**Prior References**

NA912/139

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**Estate** Fee Simple  
**Area** 1.2791 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 36092

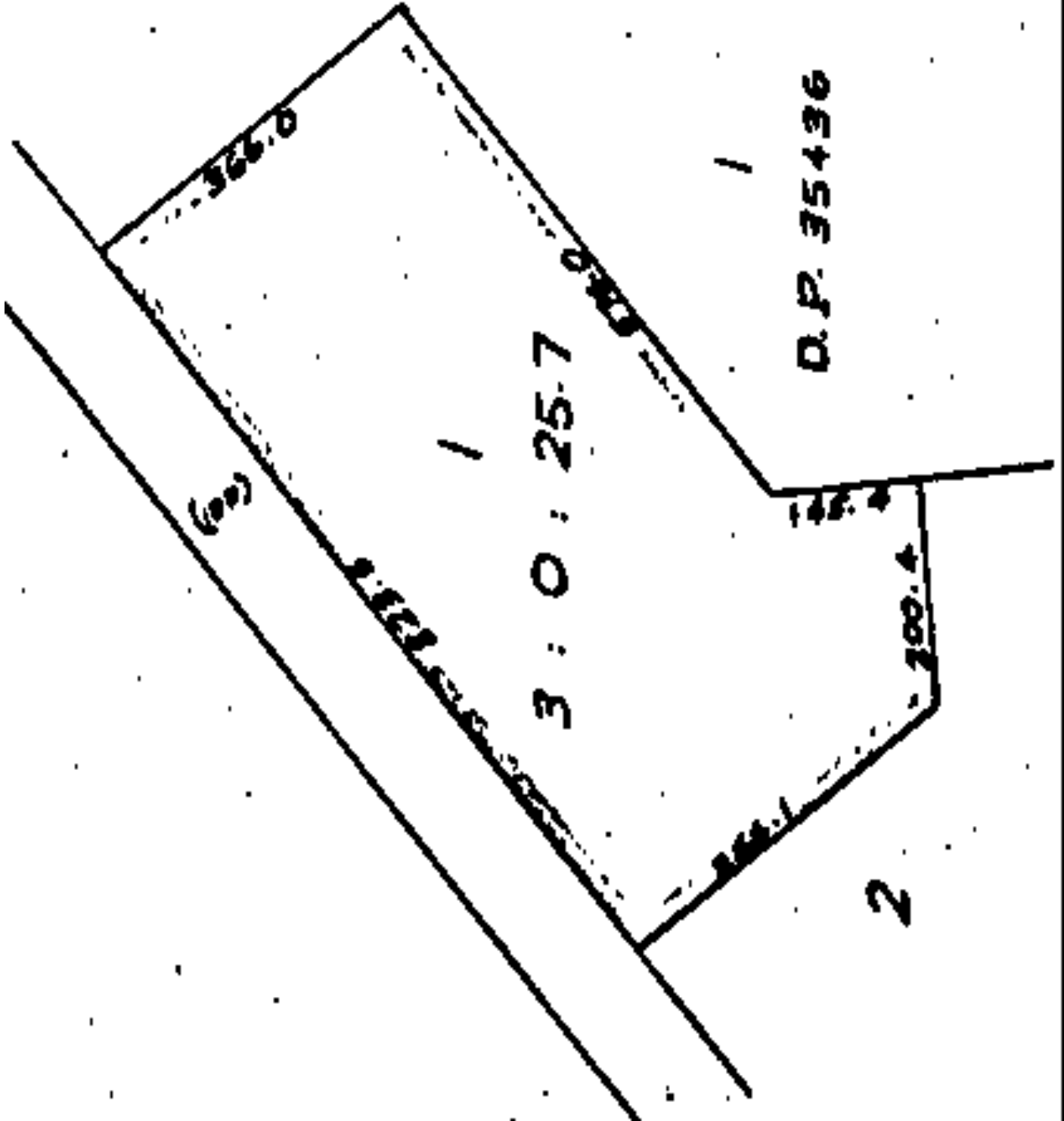
**Registered Owners**

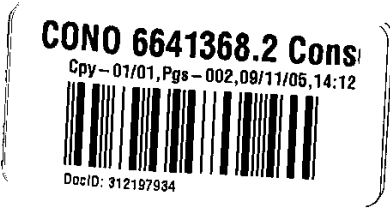
Goodman Nominee (NZ) Limited

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**Interests**

Fencing Agreement in Transfer 443337  
12357218.6 Mortgage to NZGT (GMT) Security Trustee Limited - 11.3.2022 at 12:51 pm  
Land Covenant in Covenant Instrument 12543273.13 - 8.11.2022 at 4:42 pm  
Land Covenant in Covenant Instrument 12543273.14 - 8.11.2022 at 4:42 pm





**In the matter** of the Resource Management Act 1991 (The Act)

**and**

**in the matter** of a subdivision of land in the North Auckland Land Registration District shown on DP358114

## CONSENT NOTICE

(Pursuant to Section 221 of the Act)

I hereby certify that THE MANUKAU CITY COUNCIL granted its consent to the subdivision of Lot 1000 DP345307 shown on DP 358114 subject to conditions, including the requirement of the owners of Lots 14 - 38, and 40 - 49 DP358114 (where applicable) comply with the following conditions on a continuing basis at no cost to the Council.

### (1) Conditions 48, 79 & 107

**For Lots 14 – 38 & 40 – 49 DP358114:** building and development shall be undertaken following specific investigation and design of foundations taking cognisance of the particular requirements of each of the buildings to be constructed in accordance with the recommendations of the Geotechnical Completion Report prepared by Harrison Grierson Consultants Ltd dated September 2005 referenced 1130.007816.01 (Copies of which are held by the Council).

This Geotechnical Completion Report indicates that:-

- (a) the soils in undisturbed and cut areas are outside the definition of good ground as defined in NZS 3604:1999;
- (b) the soils in filled areas will have an ultimate bearing capacity of 300kPa for foundations up to 0.3m wide, founded at a depth of 0.5m;
- (c) the soils of the site have been classified as Class M (Moderately Reactive) as defined in AS 2870:1996; and
- (d) heavy and/or vibrating foundation loads, or foundations on natural cut soil with shear strength less than 50kPa will require specific investigation and foundation design as outlined in the report.

**For Lots 14 – 21, 48, 54 and 56 DP358114:** building and development within the building limitations areas comprising mechanically stabilised earth (MSE) slope along the rear of these lots shown on drawings numbered 7816 – 1045 to 1716 – 1048 contained in the Geotechnical Completion Report prepared by Harrison Grierson Ltd dated September 2005 referenced 1130.007816.01 shall be undertaken with cognisance of:

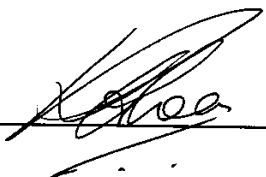
- (a) the presence of non-engineered filling over the face of the MSE slope;
- (b) The presence of geogrid within the MSE slope; and
- (c) Design surcharge of 2.5kPa

**(2) Condition 53, 55, 84, 86, 112, 114**

For Lots 14 – 38 & 40 – 48 DP358114: The owners or occupiers of each lot shall arrange their own connections to network utilities for power, telecommunications and water supply services at their own expense with the appropriate Network Utility Operator once their service connection requirements are known. The owners are advised that power, telecommunications and water supply services are available in the road berms adjacent to each lot.

Dated at Manukau City this 28th day of October 2005.

Authenticated by the Council by the Principal Administrative  
Officer of the Council pursuant to  
Section 252 of the Local Government  
Act 1974

  
\_\_\_\_\_  
R.H. Low

**Authorised officer under delegated authority**



# View Instrument Details

**Instrument No** 10448420.2  
**Status** Registered  
**Date & Time Lodged** 01 June 2016 11:22  
**Lodged By** Oldfield, Chanelle Rose  
**Instrument Type** Encumbrance



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**Affected Computer Registers**    **Land District**  
236804                                      North Auckland

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**Annexure Schedule:** Contains 6 Pages.

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## 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 Yee Lin Leong as Encumbrancer Representative on 01/06/2016 09:50 AM

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## 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 Yee Lin Leong as Encumbrancee Representative on 01/06/2016 09:50 AM

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

**Encumbrance instrument**

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
236804	ALL	

**Encumbrancer**

AUCKLAND COUNCIL

**Encumbrancee**

AUCKLAND COUNCIL

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

Fee Simple

**Encumbrance Memorandum Number**

Nil

**Nature of security** *State whether sum of money, annuity or rentcharge and amount :*

Annual Rent Charge of ten Dollars (\$10.00)

**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 Annexure Schedule(s) and so as to incorporate in this Encumbrance the terms and other provisions set out in the 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.

**Terms**

1 Length of term	999 years from the date of this instrument
2 Payment date(s)	
3 Rate(s) of interest	
4 Event(s) in which the sum, annuity or rentcharge becomes payable	Refer Annexure Schedule 1
5 Event(s) in which the sum, annuity or rentcharge ceases to be payable	Refer Annexure Schedule 1

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

Refer Annexure Schedule 1

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

Refer Annexure Schedule 1

*Insert instrument type*

Encumbrance Instrument

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

- A. The Encumbrancer is registered as proprietor of an estate in fee simple in the Land in Council's district at 90 Pavilion Drive, Mangere (the "Land").
- B. To protect and reduce the visual impact of any development on the southern boundary of the Land, the Encumbrancer has entered into and registered this encumbrance as a first charge.

**1. INTERPRETATION**

In this memorandum unless the context indicates otherwise:

**1.1 Definitions:**

"Council" means Auckland Council and includes its successors as territorial authority of the district where the Land is situated and where appropriate its officers and agents acting as Encumbrancee;

"Encumbrancer" means the person named as the Encumbrancer in this memorandum and includes the person for the time being registered as proprietor of the Land but only for as long as that person is registered proprietor of such land;

"Land" means the land described as being approximately 3.2273 more or less being Lot 48 on Deposited Plan 358114 comprised and described in Computer Freehold Register 236804 (North Auckland Registry);

**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 Headings:** section, clause and other headings are for ease of reference only and do not affect this memorandum'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 include 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 memorandum;

**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 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 memorandum and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this memorandum;



*Insert instrument type*

Encumbrance Instrument

*Continue in additional Annexure Schedule, if required*

**1.10 Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this memorandum's sections, clauses and schedules; and

**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 RENT CHARGE**

The Encumbrancer encumbers the Land for the benefit of Council for a term of 999 years with an annual rent charge of \$10.00 to be paid on 1 June each year if demanded by that date. If, during the period preceding 1 June 2012 and each successive twelve months there shall have been no breach of the covenants contained in this encumbrance, then the annual rent charge payable in respect of that twelve month period shall be deemed to have been paid.

**3 INTENTION OF ENCUMBRANCE**

The intention of this encumbrance is to secure the ongoing performance by the Encumbrancer of the obligations described in the Schedule.

**4 COVENANTS**

The Encumbrancer covenants with Council to observe and perform the covenants contained in the schedule.

**5 COSTS**

The Encumbrancer will pay all costs directly or indirectly attributable to the preparation, stamping, registration, enforcement and discharge of this encumbrance.

**6 IMPLIED TERMS**

- (a) Sections 203 and 205 of the Property Law Act 2007 applies to this encumbrance but otherwise (and without prejudice to Council's rights of action at common law as a rent charger or encumbrancee):
- (b) Council is entitled to none of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act 2007; and
- (c) no covenants by the Encumbrancer 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.

**7 FIRST CHARGE**

This encumbrance shall rank as a first charge in respect of the Land and the Encumbrancer shall enter into a priority with any chargeholder or mortgagee to reflect the same.

**8 CONSENT OF ENCUMBRANCEE**

The Encumbrancee's consent shall not be required to the registration of any instrument against the certificate of title which has priority behind this instrument.

*Insert instrument type*

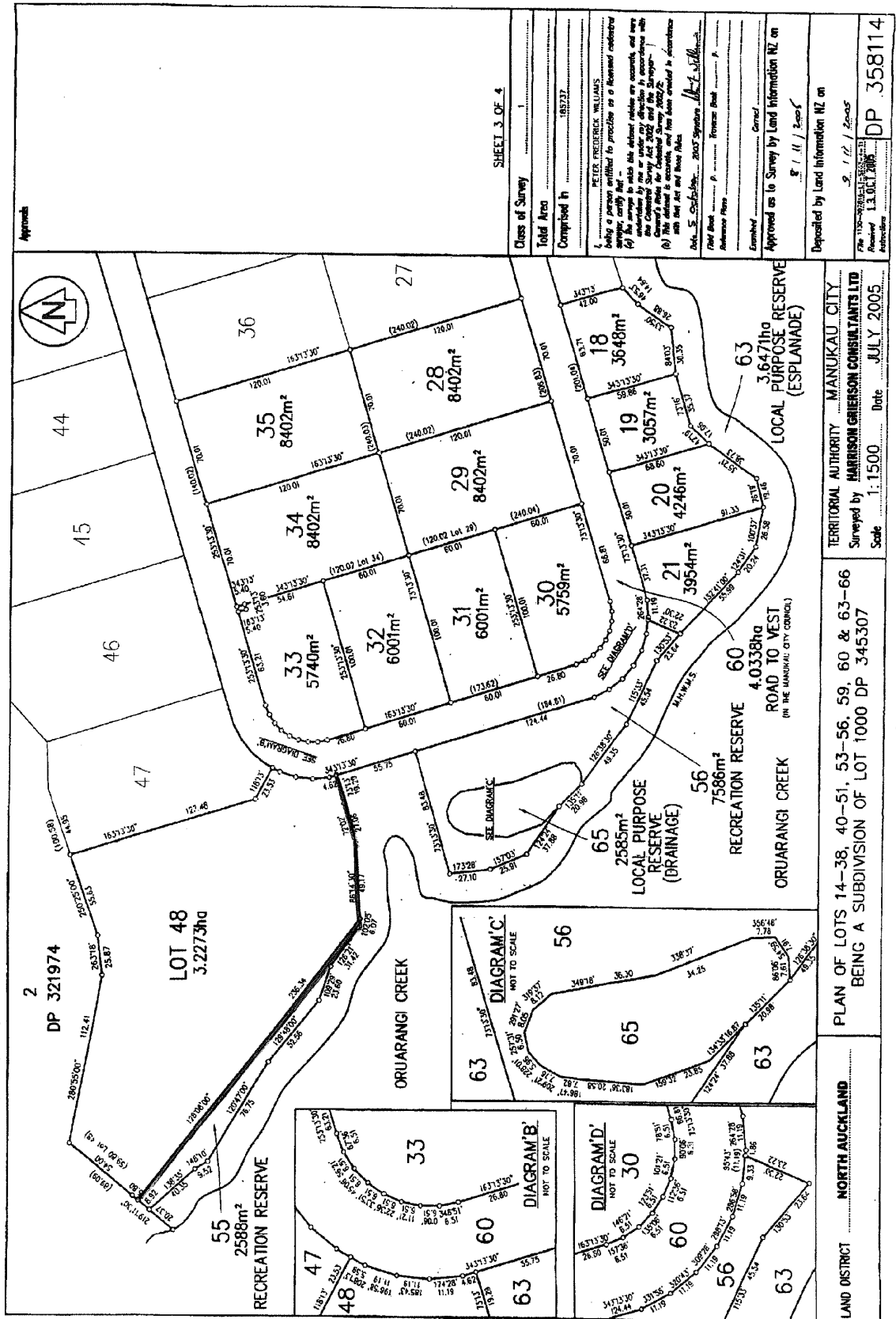
*Continue in additional Annexure Schedule, if required*

**SCHEDULE**  
(Covenants of Encumbrancer)

The Encumbrancer covenants that:

1. The Encumbrancer shall not build nor shall it permit to be built any buildings or structures within 10 metres of the southern boundary of the Land with that of the recreation reserve (held under computer freehold register 236810) and the esplanade reserve (held under computer freehold register 236812) ("the "Southern Boundary")
2. The Encumbrancer will ensure that any buildings or structures along the boundary of the 10 metre setback on the Southern Boundary shall have a maximum height of 10 metres only.
3. To the fullest extent possible, the Encumbrancer indemnifies and releases Council from any and all liability for loss, damage, costs or proceedings arising out of or in relation to a breach of the covenants, terms and conditions set out in the encumbrance.

For the avoidance of doubt, this Encumbrance does not prevent the Encumbrancer from creating or building any driveway or landscaping within the 10 metres of the Southern Boundary.



Approved

SHEET 3 OF 4

Class of Survey	1
Total Area	182237
Completed in	182237
PETER FREDERICK WILLIAMS being a person entitled to practice as a Licensed cadastral surveyor, certify that - (a) the survey is made in accordance with the provisions of the Land Information Act 2004 and the Land Information Regulations 2005; (b) the plan is correct and has been created in accordance with the Act and these Rules. Date: 5 October 2005. 2005 Signature: <i>P.F. Williams</i> Reference Photo: ..... Examined: ..... Approved as to Survey by Land Information NZ on: 5 / 11 / 2005	
Deposited by Land Information NZ on: 5 / 11 / 2005 File No: DP 321974 Received: 13 OCT 2005 Attention: DP 358114	

TERRITORIAL AUTHORITY: MANUKAU CITY  
 Surveyed by: HARRISON GIBSON CONSULTANTS LTD  
 Scale: 1:1500 Date: JULY 2005

PLAN OF LOTS 14-38, 40-51, 53-56, 59, 60 & 63-66  
 BEING A SUBDIVISION OF LOT 1000 DP 345307

NORTH AUCKLAND  
 LAND DISTRICT

# View Instrument Details



**Instrument No** 11714980.5  
**Status** Registered  
**Date & Time Lodged** 24 November 2020 18:08  
**Lodged By** Lapworth, Lichelle Abigail  
**Instrument Type** Easement Instrument



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Affected Records of Title	Land District
932449	North Auckland
932450	North Auckland

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**Annexure Schedule** Contains 8 Pages.

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## 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
- Mortgage 11362111.2 is being discharged/extinguished in a prior dealing or in the same dealing
- I certify that the Encumbrancee under Encumbrance 10448420.2 has consented to this transaction and I hold that consent

## Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 17/11/2020 11:55 AM

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## 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 Carolyn Ann Cameron as Grantee Representative on 17/11/2020 11:55 AM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 22

**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

**Grantor**

VILLA MARIA ESTATE LIMITED

**Grantee**

GVF LAND LIMITED

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

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

**Schedule A**

*Schedule, if required*

*Continue in additional Annexure*

<b>Purpose of Easement, or <i>profit</i></b>	<b>Shown (plan reference) All on DP 546096</b>	<b>Burdened Land (Record of Title)</b>	<b>Benefited Land (Record of Title) or in gross</b>
Right of Way	"A"	Lot 4 DP 546096 (932450)	Lot 1 DP 546096 (932449)
	"C"	Lot 3 DP 546096 (932450)	Lot 1 DP 546096 (932449)

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

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

the provisions set out in the Annexure Schedule

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## ANNEXURE SCHEDULE

### 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: Unless the context otherwise requires, in this Instrument the following words shall have the meanings set out beside them:

“Access Notice”	a written notice issued by or on behalf of the relevant Grantee for the purposes of exercising a right specified in this Instrument or for performing a positive covenant or other obligation under this Instrument and: <ul style="list-style-type: none"><li>(a) specifying the purpose or purposes for which access is required and the nature of activities intended to be undertaken;</li><li>(b) specifying the relevant right intended to be exercised, or the relevant obligation intended to be performed;</li><li>(c) specifying the type and nature of materials and equipment required for the relevant purposes and the relevant activities intended to be undertaken;</li><li>(d) specifying the days and times and the period or periods of time during which it is intended that the relevant activities be undertaken;</li><li>(e) specifying the name and other personal details as are reasonably necessary to identify the persons who it is proposed will be undertaking the relevant activities.</li></ul>
“Benefited Land”	in relation to any easement, means the land described as such in Schedule A and being the land to which the relevant easement is appurtenant.
“Easement”	an easement recorded in this Instrument.
“Grantee”	in relation to each Easement, means the relevant proprietor for the time being of the Benefited Land to which the relevant Easement is appurtenant and, if the context requires, includes agents, employees, contractors, tenants, licensees and other invitees of the Grantee.
“Grantor”	in relation to each Easement, means the relevant proprietor for the time being of the Burdened Land to which the relevant easement is subject and, if the context requires, includes the agents, employees, contractors and tenants of the Grantor.
“Instrument”	this easement instrument as it may be varied from time to time.
“Lot”	the lots on the Plan or the relevant Lot as the case may require.
“Plan”	LT 546096.
“Regulations”	Schedule 5 to the Land Transfer Regulations 2018.

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“Right of Way Area”	those parts of the Lots described in Schedule A as being subject to a Right of Way Easement.
“Right of Way Easement”	the rights recorded by this Instrument in relation to each Right of Way Area.
“Burdened Land”	in relation to each Easement, means the land described as such in Schedule A and being the land subject to the relevant Easement.

1.2 Interpretation: Unless the context otherwise requires, the following provisions are applicable to the construction and interpretation of this Instrument:

(a) General:

- (i) Words denoting the singular shall include the plural and vice versa;
- (ii) One gender shall include the other gender;
- (iii) References to sections, clauses and schedules are references to sections, clauses and schedules in this Instrument;
- (iv) A reference to this Instrument includes all modifications and amendments to this Instrument from time to time;
- (v) References to enactments, statutes, statutory requirements and regulatory controls include regulations made under any applicable statutes, notices under applicable statutes and regulations having an effect in law, and any amendments to such statutes and regulations and shall be deemed to include and also refer to any statutes and regulations (and any amendments to statutes and regulations) passed in substitution.

(b) Obligations:

- (i) A covenant specified in this Instrument whereby:
  - (i) a party undertakes to do something, includes an obligation to ensure that the relevant obligation is properly performed by a suitably qualified, competent and responsible person with the requisite skills, qualifications and experience necessary and appropriate in the circumstances and not to suffer, permit or cause a breach of that obligation to occur; and
  - (ii) A party undertakes not to do something, includes an obligation not to authorise, permit or suffer a breach of that obligation, and to take all reasonable steps to prevent, restrain and, if necessary, remedy the consequences of a breach of that obligation.

## 2. GENERAL PROVISIONS

2.1 No power is implied in this Instrument to determine any Easement for breach of any provisions in this Instrument, it being the intention that all Easements shall subsist unless they are surrendered but without derogating from any other right or remedy available in the event of any breach.

2.2 The provisions of this Instrument, including rights, powers, terms, conditions, covenants and restrictions specified in this Instrument are in addition to those implied by statute including the Property Law Act 2007 and the Regulations. In the case of inconsistency:



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- (a) The terms set out in this Instrument shall prevail over the terms contained in the Regulations and the Property Law Act 2007; and
  - (b) The terms contained in the Property Law Act 2007 shall prevail over the terms contained in the Regulations.
- 2.3 Unless otherwise specified, the easement rights and the obligations specified in this Instrument include all rights and powers reasonably required in the circumstances for the reasonable and proper exercise and enjoyment of the relevant right or obligation.
- 2.4 Where any work (including any building work) is undertaken pursuant to a right or obligation contained in this Instrument:
- (a) The relevant Grantee or Grantor intending to carry out such work must first serve on the other party an Access Notice;
  - (b) All such work shall be carried out with all reasonable speed and in such a manner as to minimise disturbance, inconvenience or disruption to the other party. The person undertaking the relevant work, or on whose behalf the relevant work is undertaken, must leave the relevant area clean and tidy, to the extent reasonably possible, restored to its former state and condition and with all equipment, excess materials, debris and rubbish removed;
  - (c) If damage is caused by any person entering onto or undertaking any inspections testing or works, that person shall be liable for all costs and expenses incurred in remedying the relevant damage and in compensating the person who has suffered such damage.
- 2.5 Any covenant or obligation on the part of two or more parties shall bind those persons jointly and severally.

### 3. **RIGHT OF WAY EASEMENT**

#### **Area A**

- 3.1 The Grantor shall be obliged to carry out the necessary works to form Right of Way Area A at its cost on receipt of written notice from the Grantee of its intention to have Right of Way Area A formed.
- 3.2 Right of Way Area A is to be constructed in accordance with the cross-section plan attached to this instrument.

#### **Area C**

- 3.3 Within 12 months of the date of registration of a transfer of the Benefited Land (or any part thereof) to a third party ("**Area C Transfer**"), the Grantee is to give the Grantor written notice of its intention to form Right of Way Area C, failing which, the associated Right of Way Easement(s) shall be deemed to have lapsed.
- 3.4 Where the Grantee has given notice of its intention to form the Right of Way Area C within the period prescribed in clause 3.3, the Grantee shall be obliged to carry out the necessary works to form Right of Way Area C within 3 years from the date of registration of the Area C Transfer, failing which, the associated Right of Way Easement(s) shall be deemed to have lapsed.
- 3.5 The Grantee shall:
- (a) undertake such works to a standard approved by the Grantor (acting reasonably); and
  - (b) be responsible for all costs associated with forming Right of Way Area C;

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

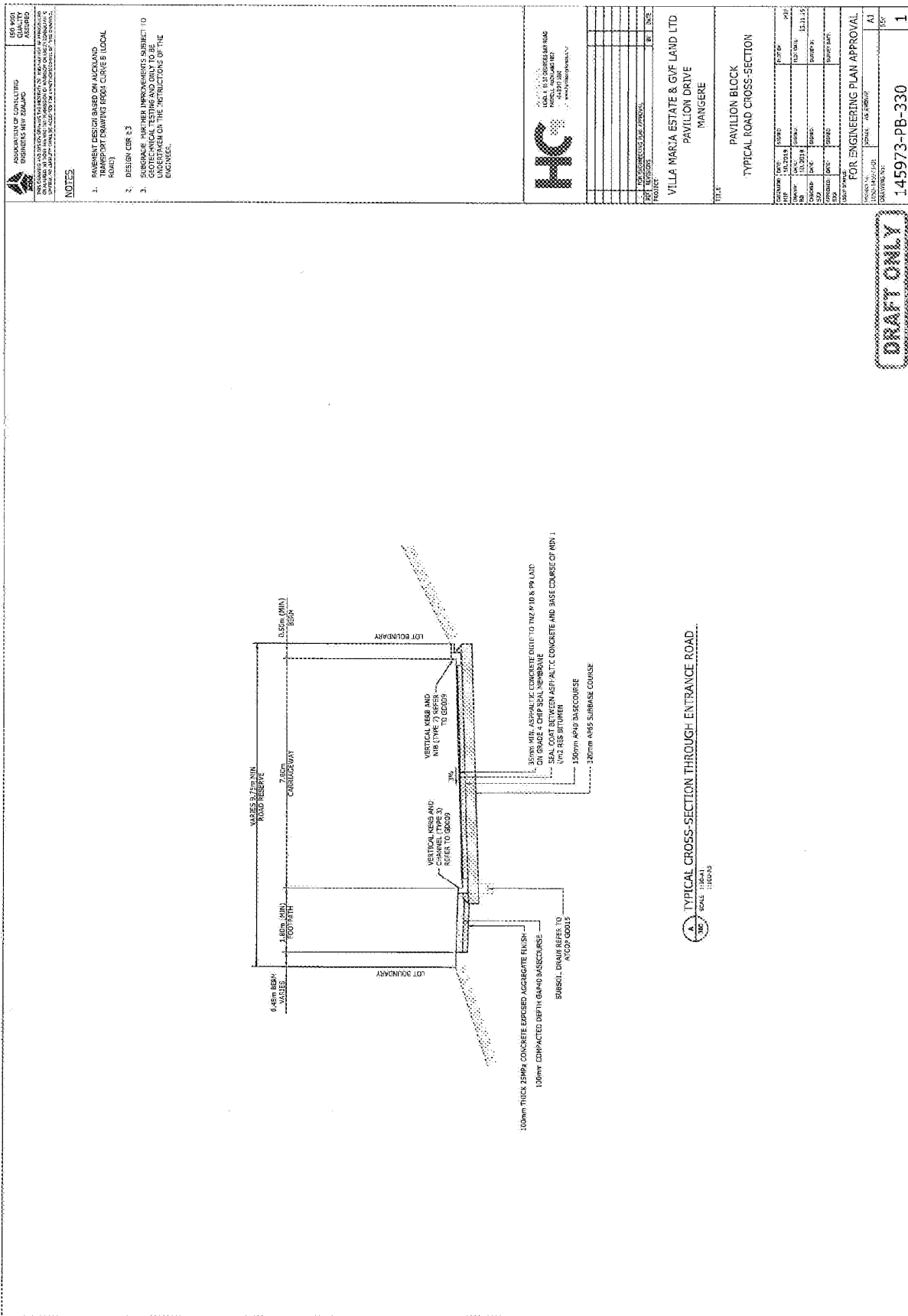
- (c) ensure that Right of Way Area C is constructed in accordance with the cross-section plan attached to this instrument; and
- (d) ensure that Right of Way Area C is constructed in a way that the gradient and design adequately meets Lot 2 on Deposited Plan 546096, namely the gradient and transitions are to be adequate to accommodate heavy goods vehicles per the requirements of the prevailing Auckland Unitary Plan and associated engineering codes of practice.

**General**

- 3.6 For the avoidance of doubt, the transfers of the Benefited Land contemplated by this clause 3 are transfers from GVF Land Limited (as the original Grantee) to an unrelated third party.
- 3.7 The Grantee is granted these rights of way in common with the Grantor and any other person authorised by the Grantor.
- 3.8 The provisions applying to each Right of Way Easement shall otherwise be those set out in the Regulations.

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**CROSS-SECTION RIGHT OF WAY PLAN**



TYPICAL CROSS-SECTION THROUGH ENTRANCE ROAD

**ASSOCIATION OF CONSULTING ENGINEERS NEW ZEALAND**

THE ASSOCIATION OF CONSULTING ENGINEERS NEW ZEALAND IS A MEMBER OF THE INSTITUTE OF ENGINEERS, NEW ZEALAND. THE ASSOCIATION OF CONSULTING ENGINEERS NEW ZEALAND IS A MEMBER OF THE INSTITUTE OF ENGINEERS, NEW ZEALAND.

**NOTES**

1. PERMIT DESIGNER ON ISLANDS. TRANSPORT DRAWING REGD. CORP & LOCAL ROAD.
2. DESIGN COR 83.
3. SURFACE MATERIAL IMPROVEMENTS SUBJECT TO GEOTECHNICAL TESTING AND ONLY TO BE UNDERTAKEN ON THE INSTRUCTIONS OF THE ENGINEER.



NO.	REVISIONS/DESCRIPTION	BY	DATE

VILLA MARIA ESTATE & GVF LAND LTD  
PAVILION DRIVE  
MANGERE

PAVILION BLOCK  
TYPICAL ROAD CROSS-SECTION

DATE	BY	CHKD	DATE	PROJECT

NO.	REVISIONS/DESCRIPTION	BY	DATE

FOR ENGINEERING PLAN APPROVAL

145973-PB-330

**DRAFT ONLY**



# View Instrument Details

**Instrument No** 11714980.6  
**Status** Registered  
**Date & Time Lodged** 24 November 2020 18:08  
**Lodged By** Lapworth, Lichelle Abigail  
**Instrument Type** Easement Instrument



---

<b>Affected Records of Title</b>	<b>Land District</b>
932450	North Auckland

---

**Annexure Schedule** Contains 5 Pages.

---

## Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- Mortgage 11362111.2 is being discharged/extinguished in a prior dealing or in the same dealing
- I certify that the Encumbrancee under Encumbrance 10448420.2 has consented to this transaction and I hold that consent

## Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 03/11/2020 10:00 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 Michael Alastair John Wood as Grantee Representative on 08/10/2020 04:53 PM

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

Form 22

**Easement Instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

**Grantor**

VILLA MARIA ESTATE LIMITED

**Grantee**

AUCKLAND COUNCIL

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

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

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of easement; or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Pedestrian right of way	B on DP 546096	RT 932450 (Lot 4 DP 546096)	In gross

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007

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

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

[the provisions set out in the Annexure Schedule]

*Insert instrument type*

Easement Instrument to grant easement or profit à prendre

*Continue in additional Annexure Schedule, if required***1. DEFINITIONS**

**1.1** In this easement instrument, unless the context indicates otherwise:

**Burdened Land** means the parcel of land over which this easement is registered and that is described as such in Schedule A of this instrument;

**Easement Area** means the area that:

(a) is shown on a plan prepared for the purpose of specifying the easement, and

(b) is referred to in Schedule A of this easement instrument;

**Easement Facility** means the footpath or walkway constructed or to be constructed on the Easement Area, and anything in replacement or substitution;

**Grantee** means Auckland Council and includes the agents, employees, contractors, tenants, licensees and invitees of the Grantee, including the general public; and

**Grantor** means the registered owner of the Burdened Land and includes the agents, employees, contractors, tenants, licensees and invitees of the Grantor.

**2. GRANT OF PEDESTRIAN RIGHT OF WAY EASEMENT**

**2.1** The Grantor grants to the Grantee (in common with the Grantor, and any person authorised by the Grantor) as an easement in gross forever the right to pass and repass at all times over and along the Easement Area on foot, with wheelchairs, prams, and mobility scooters and with or without domestic animals and guide dogs.

**2.2** The Grantee also has the right, subject to clause 3, to enter the Easement Area and any other parts of the Burdened Land as are reasonable to do the following work:

(a) to construct the Easement Facility;

(b) to inspect, maintain, repair, dig up, alter, enlarge, renew or replace the Easement Facility (including replacement with an Easement Facility of the same or larger dimensions); and

(c) to remove any obstruction from the Easement Area including the removal, cutting or trimming of vegetation such as overhanging trees that is obstructing in any way the use of the Easement Facility or may be or become a hazard to users of the Easement Facility;



*Insert instrument type***Easement Instrument to grant easement or profit à prendre**

(d) to do anything else in the full exercise of the rights in this easement instrument, with the Grantee's agents, contractors and employees, and with or without maintenance vehicles (including broom sweepers), tools, plant, equipment, and vehicles

but the Grantee is under no obligation to carry out the work under this clause 2.2.

**2.3** The Grantee may leave any vehicles or equipment on the Burdened Land for a reasonable period of time if work is proceeding.

**2.4** The Grantee will ensure that any work it performs is carried out in a proper and workmanlike manner.

**3. ACCESS**

When obtaining access to the Easement Area for the purpose of clause 2.2, the Grantee must, so far as is practicable, use existing driveways and other areas suitable for access, and

**3.1** do as little damage as possible to the Burdened Land and any vegetation, fences or improvements on it;

**3.2** cause as little disturbance as possible to the Grantor's use and enjoyment of the Burdened Land; and

**3.3** repair any damage caused to the Burdened Land by the Grantee so as to restore it as nearly as possible to its previous condition.

**4. GRANTOR'S OBLIGATIONS**

The Grantor must not:

**4.1** Place or allow any obstruction to the use and enjoyment of the right of way, whether by buildings or other structures, or by parked vehicles, trees, shrubs, rubbish or otherwise;

**4.2** Change the existing surface levels of the Easement Area except with the Grantee's prior approval;

**4.3** Cause or allow any damage to occur to the Easement Facility; or

**4.4** Do anything or allow anything to be done which would interfere with, or affect, the rights of the Grantee under this easement instrument.

**5. MAINTENANCE**

**5.1** Until the Easement Area vests in the Grantee as a reserve, the Grantor is responsible for maintenance of the Easement Facility and the Easement Area at its cost so that they do not become a nuisance or a danger.

*Insert instrument type***Easement Instrument to grant easement or profit à prendre**

**5.2** When the Easement Area has vested in the Grantee as a reserve, the Grantee will be responsible for maintaining the Easement Facility and the Easement Area at its cost so that they do not become a nuisance or a danger.

**6. NO POWER TO TERMINATE**

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

**7. STATUTORY RIGHTS**

The easement rights are in substitution for those set out in the Fifth Schedule to the Land Transfer Regulations 2018, but otherwise this easement does not affect any statutory powers which the Grantee may have.

**8. DISPUTES**

If any dispute arises between the Grantor and Grantee about the rights in this easement 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, by the President for the time being of the New Zealand Law Society. 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 easement instrument is to be treated as a submission to arbitration.

**9. REGULATORY POSITION**

This easement instrument does not bind the Grantee in its capacity as a regulatory authority in any way and any consent or agreement the Grantee gives under this easement instrument is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Grantee is entitled to consider all applications to it without regard to this easement instrument. The Grantee will not be liable to the Grantor if, in its regulatory capacity, the Grantee declines or imposes conditions on, any consent or permission that the Grantor or anyone else seeks for any purpose associated with this easement instrument.

# View Instrument Details



**Instrument No** 12206164.8  
**Status** Registered  
**Date & Time Lodged** 17 December 2021 08:58  
**Lodged By** Bolt, Annabel Elizabeth Clemency  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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<b>Affected Records of Title</b>	<b>Land District</b>
991746	North Auckland
991749	North Auckland

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**Annexure Schedule** Contains 3 Pages.

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## Signature

Signed by Hyung-Hwa Chang as Territorial Authority Representative on 16/12/2021 12:17 PM

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

**In the matter** of the Resource Management  
Act 1991 (The Act)  
**and**  
**in the matter** of a subdivision of land in the  
North Auckland Land  
Registration District shown on  
DP 561055

## **CONSENT NOTICE**

(Pursuant to Section 221 of the Act)

I hereby certify that THE AUCKLAND COUNCIL granted its consent SUB60362135 SUB60363314 (CCT90094259) to the subdivision of Lot 2 DP 321974 and Lots 2, 3 and 4 DP 546096 shown on DP 561055 subject to conditions, including the requirement of the owners of Lot 2 and 5 DP 561055 to comply with the following conditions on a continuing basis at no cost to the Council.

### **Condition 18 of SUB60362135 – Stormwater Disposal – Lot 2 DP 561055**

Stormwater disposal in support of any future development of the Harbour View Block being Lot 2 DP 561055 is via direct outfall to the Oruarangi Creek.

The construction of the stormwater outfall will need to be completed prior to any use commencing and/or impervious area begin constructed within the site.

The location of which has been determined by Maven Associates (the low point of the site) and the outfall is protected via an easement (Easement I) through the esplanade reserve vested to Council being Lot 4 DP 561055.

The outfall structure will require specific design under Building Consent and will need to be supported by a suitable dissipating outfall structure, to ensure no scouring at the point of discharge. As the discharge location is near the Manukau harbour, on-site detention is not desired.

Stormwater discharge consent will also need to be sought from Auckland Council, based on the final impervious area for the site. Compliance with the relevant provisions of E8 (Discharge and Diversion) of the Auckland Unitary Plan will need to be provided at Resource Consent stage.

Compliance with Section E9 (Stormwater quality – High contaminant generating car parks and high use roads) will also need to be confirmed as part of any future development.

**Condition 19 of SUB60362135 – Reserve Boundary Treatment – Lot 2 DP 561055**

Any fencing, hedging or planting along boundaries or within 2 metres of boundaries of Lots 3 and 4 DP 561055 shall be either low height (1.2m) or at least 50% visually permeable (max height 2.2m). Landscape planting may be implemented on either side of the fence and must be maintained to ensure 50% visual permeability. The Council is exempt from sharing costs.

**Condition 6 of SUB60363314 – Utility Services – Lot 5 DP 561055**

The owner(s) of Lot 5 DP 561055 shall provide utility services when undertaking future works on Lot 5 DP 561055.

*Advice note: Where additional private connections are to be installed to service this development, such work is to be carried out under a Building Consent.*

**Condition 7 of SUB60363314 – Flood Report – Lot 5 DP 561055**

The owner(s) of Lot 5 DP 561055 shall provide a flood report in accordance with the SWCoP and the Building Code E1 – Surface water when undertaking future works on Lot 5 DP 561055.

**Advice note:**

*Stormwater, wastewater and water supply upgrade require design approval by Auckland Council at the time of any upgrade or new extension of the public services. Suitable geotechnical report shall be submitted to Auckland Council in conjunction with future proposal.*

Dated at Manukau this 19<sup>th</sup> day of November 2021.

Authenticated by the Council pursuant to  
Section 221(2) of the Resource Management Act 1991

*MH Ali*

---

Mohammed Ali (Senior Subdivision Advisor)  
**Authorised officer under delegated authority**

Form 46

**ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>**

(Regulation 6 Land Transfer Regulations 2018)

**Person giving consent***Surname must be underlined***Capacity and Interest of Person giving consent***eg. Mortgagee under Mortgage no.)*

<b>Goodman Nominee (NZ) Limited</b>	<b>Caveator under instrument number 12207358.1</b>
-------------------------------------	--

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

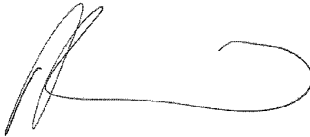

Without prejudice to the rights and powers existing under the interest of the person giving consent,

the **Person giving consent hereby consents** to the:

1. registration of a variation of consent notice against record of title 932450; and
2. registration of a consent notice against Lot 2 and Lot 5 DP 561055.

**Dated** this 25 day of November 2021

**Attestation**

	<b>Signed in my presence by the Person giving consent</b>
	 Signature of Witness
<i>Witness to complete in BLOCK letters (unless legibly printed):</i>	
<b>Witness name</b> Jo Brailsford	
<b>Occupation</b> Corporate Support Manager	
<b>Address</b> Auckland	

<sup>1</sup> An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

# View Instrument Details



**Instrument No** 12543273.10  
**Status** Registered  
**Date & Time Lodged** 08 November 2022 16:42  
**Lodged By** Rhodes, Ashleigh Dawn  
**Instrument Type** Easement Instrument



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Affected Records of Title	Land District
1084764	North Auckland
1084765	North Auckland
1084766	North Auckland

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**Annexure Schedule** Contains 5 Pages.

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## 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
- Mortgage 12389036.5 does not affect the burdened land, therefore the consent of the Mortgagee is not required
- I certify that the Mortgagee under Mortgage 12357218.6 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 10448420.2 has consented to this transaction and I hold that consent

## Signature

Signed by Rachael Jane Chappell as Grantor Representative for Goodman Nominee (NZ) Limited on 03/11/2022 04:38 PM

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## 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 12389036.5 has consented to this transaction and I hold that consent
- Mortgage 12357218.6 does not affect the burdened land, therefore the consent of the Mortgagee is not required
- Encumbrance 10448420.2 does not affect the burdened land, therefore the consent of the Encumbrancee is not required

## Signature

Signed by Carolyn Ann Cameron as Grantor Representative for Tomlinson Core Land Limited on 07/11/2022 01:57 PM

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## 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 Rachael Jane Chappell as Grantee Representative for Goodman Nominee (NZ) Limited on 03/11/2022 04:38 PM

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**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 Carolyn Ann Cameron as Grantee Representative for Tomlinson Core Land Limited on 07/11/2022 01:59 PM

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



This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

**Form 22**

**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

**Grantor**

**Goodman Nominee (NZ) Limited and Tomlinson Core Land Limited**

**Grantee**

**Tomlinson Core Land Limited and Goodman Nominee (NZ) Limited**

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

**The Grantors** being the registered owners of the respective burdened land set out in Schedule A **grants to the Grantees** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

*Continue in additional Annexure*

*Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Parking right	AB, AC, AG and AH on DP 581326	Lot 5 DP 581326 (RT 1084766)	Lot 1 DP 581326 (RT 1084764)
Right to drain water			
Right to drain sewage			
Right to convey water			
Right to convey gas			
Right to convey telecommunications			
Right to convey electricity			

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Right to drain water Right to drain sewage Right to convey water Right to convey gas Right to convey telecommunications Right to convey electricity	AD, AF and AI on DP 581326		
Right to drain water	D, N, O, X on DP 581326		
Right to convey electricity	E, F, P, S, U and V on DP 581326		
Right to convey telecommunications	S, W, X and Y on DP 581326		
Right to drain water Right to drain sewage	AE on DP 581326		
Right to drain sewage	M on DP 581326		
Right to drain water	J and L on DP 581326	Lot 2 DP 581326 (RT 1084765)	Lot 1 DP 581326 (RT 1084764) and Lot 5 DP 581326 (RT 1084766)
	B on DP 581326	Lot 1 DP 581326 (RT 1084764)	Lot 5 DP 581326 (RT 1084766)
	AK on DP 581326	Lot 5 DP 581326 (RT 1084766)	Lot 1 DP 581326 (RT 1084764)

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

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

the provisions set out in the Annexure Schedule.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

**Form L**

**Annexure Schedule**

Page 1 of 2 Pages

*Insert instrument type*

**Easement instrument to grant easement**

*Continue in additional Annexure Schedule, if required*

1. **Interpretation**
  - 1.1 Schedule 5 of the Land Transfer Regulations 2018 ("**Regulations**") is varied by inserting the following sub-clauses under the definition of "easement facility" in clause 1 of the Regulations:
 

"(g) in relation to parking, means the surface of the land described as the easement area including all carpark areas, maneuvering areas including exits and entrances, marking and anything in replacement or substitution;"
  - 1.2 The following definitions are inserted in clause 1 of the Regulations:
 

**"Ancillary Areas"** means those parts of the Parking Areas which are not designated as Spaces including accessways (whether pedestrian or vehicular) and maneuvering spaces.

**"Authority"** means any central or local government authority having jurisdiction over the Burdened Land.

**"Parking Areas"** means the areas marked "AB", "AC", "AG" and "AH" on DP 581326.

**"Spaces"** means the car parking spaces comprised in the Parking Areas.
2. **Classes of Easements**
  - 2.1 Clause 2 of the Regulations is amended by inserting the following:
 

"(h) a parking right;"
3. **Repair, maintenance and costs**
  - 3.1 In respect of the parking right, clauses 11.1 to 11.4 are deleted and a new clause 11.1 is added to the Regulations as follows:
 

"11.1 The Grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance."
  - 3.2 In respect of all other classes of easements, clauses 11.1 to 11.7 of the Regulations apply unamended.
4. **Parking**
  - 4.1 A new clause 15 is added to the Regulations as follows:
 

"15.1 The Grantor grants to the Grantee (including the Grantee's agents, employees, contractors tenants, licensees and invitees):

    - (a) the right to park and stop Vehicles on the Parking Areas for the purposes of visiting the buildings on the Benefited Land to the extent permitted by and in accordance with the covenants set out in this instrument; and
    - (b) such rights of access over and along the Ancillary Areas on foot and with or without Vehicles for the purposes associated with parking in the Parking Areas and accessing the Spaces and the buildings on the Benefited Land.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

**Annexure Schedule**  
*Insert instrument type*

Page 2 of 2 Pages

**Easement instrument to grant easement**

*Continue in additional Annexure Schedule, if required*

15.2 The Grantor covenants in favour of the Grantee:

- (a) to ensure that the Parking Areas shall be available at all times for use by the Grantee (including the Grantee's agents, employees, contractors, tenants, licensees and invitees) free of charge;
- (b) to not obstruct the Parking Areas (whether caused by parked vehicles, deposit of materials or other unreasonable impediment); and
- (c) not to vary the layout of any Spaces except with the consent of the Grantee.

15.3 The Grantee covenants in favour of the Grantor:

- (a) to maintain on the Parking Areas, lane markings, directional signs and other traffic signals as required to ensure compliance with any requirements of any Authority and to allow the adequate maneuvering of vehicular and pedestrian traffic over the Parking Areas;
- (b) to keep the Parking Areas adequately lit, sealed and in a good state of repair (as determined by the Grantee acting reasonably);
- (c) to not use the Parking Areas for any purpose other than for parking Vehicles owned or used by the Grantee (including the Grantee's agents, employees, contractors, tenants, licensees and invitees);
- (d) to ensure that its agents, employees, contractors, tenants, licensees, customers and invitees using the Parking Areas do not loiter in the Parking Areas or cause a nuisance or disturbance to or interference with the Grantor's use (or the Grantor's agents', employees', contractors', tenants', licensees' or invitees' use) of any adjoining land owned by the Grantor;
- (e) to not make or permit to be made any alterations or additions to the Parking Areas nor install or place any structures, equipment, fixtures, fittings or machinery (other than Vehicles) on any Parking Area, other than any directional signs and other traffic systems in accordance with clause 15.3(a);
- (f) to keep the Parking Areas free from any oil, petrol or other spillage and from rubbish and not to carry out any repairs or maintenance to any Vehicles or clean any Vehicles on the Parking Areas;
- (g) to observe and use all reasonable endeavours to procure that its agents, employees, contractors, tenants, licensees, customers and invitees comply with lane markings, directional signs and other traffic signals installed on the Parking Areas;
- (h) to not cause any damage (fair wear and tear excepted) to the Parking Areas; and
- (i) to comply with all statutes, by-laws, ordinances and notices affecting the Parking Areas.

15.4 For the purposes of this clause 15, "Vehicle" shall include cars, vans, motorcycles, cycles, scooters and other personal transport devices, whether commercial, service or personal, but shall exclude trucks."



# View Instrument Details

**Instrument No** 12543273.11  
**Status** Registered  
**Date & Time Lodged** 08 November 2022 16:42  
**Lodged By** Rhodes, Ashleigh Dawn  
**Instrument Type** Easement Instrument



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Affected Records of Title	Land District
1084764	North Auckland
1084765	North Auckland
1084766	North Auckland

---

**Annexure Schedule** Contains 3 Pages.

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## 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
- Mortgage 12389036.5 does not affect the burdened land, therefore the consent of the Mortgagee is not required
- I certify that the Mortgagee under Mortgage 12357218.6 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 10448420.2 has consented to this transaction and I hold that consent

## Signature

Signed by Rachael Jane Chappell as Grantor Representative on 03/11/2022 04:38 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 Carolyn Ann Cameron as Grantee Representative on 07/11/2022 02:00 PM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

**Form 22**

**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

**Grantor**

Goodman Nominee (NZ) Limited

**Grantee**

Tomlinson Core Land Limited

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

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

**Schedule A**  
*required*

*Continue in additional Annexure Schedule, if*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way Right to drain water Right to drain sewage Right to convey water Right to convey gas Right to convey telecommunications Right to convey electricity	A, I, L, Z, AM, AN, AO, AP, AQ, AR, AT, AU, AV, AW and AX on DP 581326	Lot 2 DP 581326 (RT 1084765)	Lot 1 DP 581326 (RT 1084764)

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Right of way	Q, R, T and AA on DP 581326	Lot 5 DP 581326 (RT 1084766)	Lot 1 DP 581326 (RT 1084764)
Right to drain water			
Right to drain sewage			
Right to convey water			
Right to convey gas			
Right to convey telecommunications			
Right to convey electricity			

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

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

the provisions set out in Annexure Schedule.



This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form L

Annexure Schedule

Page 1 of 1 Pages

*Insert instrument type*

Easement instrument to grant easement

*Continue in additional Annexure Schedule, if required*

**1. Repair, maintenance and costs in respect of a Right of Way**

In respect of any right of way, clauses 11.1 to 11.4 of Schedule 5 of the Land Transfer Regulations 2018 ("**Regulations**") are deleted and a new clause 11.1 and 11.2 are added to the Regulations as follows:

"11.1 The Grantor shall be responsible for keeping the easement facility in good order and repair and to prevent it from becoming a danger or nuisance.

11.2 The Grantor shall have the right to a reasonable contribution from the Grantee (having regard to the Grantor and Grantees' respective proportionate actual use of the right of way) towards the costs of that repair."

# View Instrument Details



**Instrument No** 12543273.12  
**Status** Registered  
**Date & Time Lodged** 08 November 2022 16:42  
**Lodged By** Rhodes, Ashleigh Dawn  
**Instrument Type** Easement Instrument



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Affected Records of Title	Land District
1084765	North Auckland
1084766	North Auckland

---

**Annexure Schedule** Contains 5 Pages.

---

## Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- Mortgage 12389036.5 does not affect the burdened land, therefore the consent of the Mortgagee is not required
- I certify that the Mortgagee under Mortgage 12357218.6 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 10448420.2 has consented to this transaction and I hold that consent

## Signature

Signed by Rachael Jane Chappell as Grantor Representative on 03/11/2022 04:38 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 Rachael Jane Chappell as Grantee Representative on 03/11/2022 04:38 PM

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

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

**Grantor***Surname(s) must be underlined.*

<b>GOODMAN NOMINEE (NZ) LIMITED</b>
-------------------------------------

**Grantee***Surname(s) must be underlined.*

<b>CHORUS NEW ZEALAND LIMITED</b>
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**Grant of Easement or *Profit à prendre***

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

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

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
<b>Right to convey telecommunications</b>	A, I, L, Z, AM, AN, AO, AP, AQ, AR, AT, AU, AV, AW and AX on DP 581326	Lot 2 DP 581326 (RT 1084765)	<b>Chorus New Zealand Limited (in gross)</b>
<b>Right to convey telecommunications</b>	Q, R, S, T, W, X, Y, AA, AB, AC, AD, AF, AG, AH and AI on DP 581326	Lot 5 DP 581326 (RT 1084766)	<b>Chorus New Zealand Limited (in gross)</b>

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

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

**Annexure Schedule**

**Insert type of instrument**

Easement

Dated

Page 2

of

Pages

*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 2018 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 209 of the Land Transfer Act 2017.

the provisions set out in the Annexure Schedule.

## Annexure Schedule

### Insert type of instrument

Easement Dated  Page  of  Pages

*Continue in additional Annexure Schedule, if required.*

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

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

### 2 Grant of Easement

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

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land (and for the avoidance of doubt, the Grantor's consent shall be deemed for the purposes of clause 10(1)(b) of Schedule 5 of the Land Transfer Regulations 2018 by virtue of this easement);
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Burdened Land for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any access ways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Burdened Land as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications without interruption or impediment,

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

### 3 Grantee's Covenants

3.1 The Grantee shall be responsible for:

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

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

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Burdened Land (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this

**Annexure Schedule**

**Insert type of instrument**

Easement

Dated

Page

4

of

Pages

*Continue in additional Annexure Schedule, if required.*

easement as reasonably close as possible to the original condition of the Burdened Land prior to such damage and to the reasonable satisfaction of the Grantor.

**4 Access**

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Burdened Land (including, for the avoidance of doubt, any areas of Common Property on the Burdened Land) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required) and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Land.

**5 Grantor’s Covenants**

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

**6 Removal**

6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Burdened Land.

## Annexure Schedule

### Insert type of instrument

Easement Dated  Page  of  Pages

*Continue in additional Annexure Schedule, if required.*

6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

### 7 Further Assurances

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

### 8 Telecommunications Act 2001 and End User Terms

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

### 9 Definitions and interpretation

9.1 In this easement:

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



# View Instrument Details

**Instrument No** 12543273.16  
**Status** Registered  
**Date & Time Lodged** 08 November 2022 16:42  
**Lodged By** Rhodes, Ashleigh Dawn  
**Instrument Type** Variation of Consent Notice Condition under s221(5) Resource Management Act 1991



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<b>Affected Records of Title</b>	<b>Land District</b>
1084764	North Auckland
1084765	North Auckland
1084766	North Auckland

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<b>Affected Instrument</b>	Consent Notice under s221(4)(a) Resource Management Act 1991 D653484.2
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**Annexure Schedule** Contains 2 Pages.

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## Signature

Signed by Jeremy Kane Whyte as Territorial Authority Representative on 07/11/2022 03:19 PM

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



In the matter of Sections 221(3) and (5) of the  
Resource Management Act 1991  
(The Act)

and

in the matter of Consent Notice D653484.2 as  
varied by Variation of Consent Notice  
12206164.1 registered on Records of  
Title 1084764, 1084765 and 1084766

## VARIATION OF CONSENT NOTICE

Pursuant to sections 221 (3) and (5) of the Resource Management Act 1991, THE AUCKLAND COUNCIL, as successor to the Manukau City Council pursuant to section 35 of the Local Government (Tamaki Makaurau Reorganisation) Act 2009, varies condition 8 of Consent Notice D653484.2 (as varied by Variation of Consent Notice 12206164.1) registered on the Records of Title for Lots 1, 2 and 5 Deposited Plan 581326 (Identifiers: 1084764, 1084765 and 1084766, North Auckland Registry), but without prejudice to the Council's rights, powers and remedies or otherwise under the Consent Notice, so that it reads as follows:

### Condition 8

The owner of Lot 1 DP 209528 shall at the time of any future subdivision or further development of Lot 1 DP 209528, upgrade the existing public wastewater drain Line X-Z as necessary to the satisfaction of Council. (Refer to catchment plan attached.)

The capacity of this drain shall be sized to cater for:

- Fully developed Lot 1 DP 209528 (excluding Lot 2 DP 581326)
- A fully developed Area 4
- A fully developed Area 3
- A peak discharge of 4.6 litres per second from Lot 2 DP 209528 (excluding Lot 2 DP 581326)

In this condition 'fully developed' means fully developed to the intensity anticipated in the District Plan for all activities other than non-complying activities.

JPM

**Advice Note:**

*The variations to condition B are in bold, italicised and underlined.*

Dated at Manukau this *18<sup>th</sup>* day of *October* 2022.

Authenticated by the Council pursuant to  
Section 221(2) of the Resource Management Act 1991

  
\_\_\_\_\_

**Authorised officer under delegated authority**

D 653484.2 CONO

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of a subdivision of land in the North Auckland Land Registration District shown on DP 209528

## CONSENT NOTICE

### PURSUANT TO SECTION 221 OF THE ACT

I hereby certify that THE MANUKAU CITY COUNCIL granted its consent to the subdivision of Lot 2 DP 61746 and Pt Lot 2 DP 35436, shown on DP 209528 subject to conditions, including the requirement that:

- (a) the owners of Lots 1, 2 and 3 DP 209528 comply with conditions 5, 7 and 16 on a continuing basis at no cost to the Council;
- (b) the owners of Lot 1 DP 209528 comply with condition 8 on a continuing basis at no cost to the Council;
- (c) the owners of Lot 2 DP 209528 comply with conditions 9 and 10 on a continuing basis at no cost to the Council: and
- (d) the owners of Lot 3 DP 209528 comply with conditions 11 and 15 on a continuing basis at no cost to the Council.

#### CONDITION 5.

The owner of Lots 1, 2 and 3 DP 209528 shall, at the time of future subdivision or further development of the land, upgrade the adjacent public roads fronting the land to the satisfaction of Council to the standards required by the Councils District Plan at that time.

#### CONDITION 7.

Minimum floor level restrictions or site development constraints designed to mitigate the effects of the estimated 1% AEP flood for any lots adjoining this flowpath have been with the Council. The minimum floor level for all lots on DP 209528 is 7.5m. in terms of Lands & Survey Auckland Datum, 1946.

(The bench-mark is I.S. IX DP 209528, R.L. 22.75m shown on HGCL plan 12306-SS06, attached)

The minimum floor levels shall not be varied unless the variations are in accordance with specific engineering design and approved by Councils Manager – Resource Consents and Compliance in terms of the Council's District Plan and associated engineering standards.

#### CONDITION 8.

The owner of Lot 1 DP 209528 shall, at the time of any future subdivision or further development of Lot 1 DP 209528, upgrade the existing public wastewater drain Line X - Z as necessary to the satisfaction of Council. (Refer to catchment plan attached.).

The capacity of this drain shall be sized to cater for:

- a fully developed Lot 1 DP 209528
- a fully developed Area 4
- a fully developed Area 3
- a peak discharge of 4.6 litres per second from Lot 2 DP 209528

(In this condition "fully developed" means fully developed to the intensity anticipated in the District Plan for all activities other than non-complying activities.)

#### CONDITION 9.

The owner of Lot 2 DP 209528 shall, at the time of converting the existing cool-store to a winery, disconnect the existing rising main connection to the existing public gravity pipeline in Lot 1 DP 209528. The new rising main from the winery shall be connected to the existing public wastewater pipeline, with a new short length of public gravity wastewater pipeline commencing within Lot 2 DP 209528, at the manhole where the pipeline changes from 150mm to 200mm in diameter (point Y). The existing connection and the new connection that will be required as part of the winery conversion is approved on a temporary basis provided the maximum discharge from this connection into the existing public main through Lot 1 DP 209528 does not exceed 4.6 litres per second. (Refer to catchment plan attached.).

#### CONDITION 10

(a) The owner of Lot 2 DP 209528 shall, if discharge from the cool-store which is to be converted into a winery and associated works on Lot 2 DP 209528 (together called "winery") exceeds 4.6 litres per second, construct a "new public wastewater system 1" and then disconnect the existing temporary connection into the existing public main running through Lot 1 DP 209528. The "new public wastewater system 1" includes gravity reticulation, pump station and rising main.

The gravity system shall be sized to cater for:

- the discharge from Lot 2, DP 209528
- a fully developed Lot 3, DP 209528
- a fully developed Area 2

The pump station and rising main shall be sized to cater for:

- the discharge from Lot 2 DP 209528
- a fully developed Lot 3 DP 209528
- a fully developed Area 2

- a fully developed Area 1

(In this condition “fully developed” means fully developed to the intensity anticipated in the District Plan for all activities other than non-complying activities.)

The Council will reimburse the owner of Lot 2 DP 209528 for the proportion of the system capacity attributed to the rest of the catchment. This contribution will be calculated on a usage basis in accordance with Councils financial contribution practices at the time. The costs shall be agreed with Council prior to any works being carried out. Council shall pay the reimbursement within three months of the new public wastewater system being accepted as public and being operational.

The “new public wastewater system 1” does not meet the engineering performance standards of the District Plan for a fully developed catchment. The owner of Lot 2 DP 209528 shall, at the time of future subdivision or further development of Lot 2 DP 209528, upgrade the then existing “new public wastewater system 1” to cater for a fully developed catchment. This upgrading shall be undertaken at the cost of the owner.

(b) The owner of Lot 2 DP 209528 shall, if development not associated with the winery or subdivision occurs on Lot 2 DP 209528, construct a “new public water system 2” and will at that time disconnect the temporary connection. The “new public wastewater system 2” includes gravity reticulation, pump station and rising main.

The gravity system shall be sized to cater for:

- a fully developed Lot 2, DP 209528
- a fully developed Lot 3, DP 209528
- a fully developed Area 2

The pump station and rising main shall be sized to cater for:

- a fully developed Lot 2 DP 209528
- a fully developed Lot 3 DP 209528
- a fully developed Area 2
- a fully developed Area 1

(In this condition “fully developed” means fully developed to the intensity anticipated in the District Plan for all activities other than non-complying activities.)

The Council will reimburse the owner of Lot 2 DP 209528 for the proportion of the system capacity attributed to the rest of the catchment. This contribution will be calculated in accordance with Councils contribution practices at that time. The costs shall be agreed with Council prior to any works being carried out. Council shall pay the reimbursement within three months of the new public wastewater system being accepted as public and being operational.

(c) The owner of Lot 2 DP 209528 shall, if the “new public wastewater system 1 or 2” is built by Council or other parties for any reason, disconnect the temporary wastewater connection from the public main serving the winery, and connect the winery to the “new public system”. The decision as to whether “new public wastewater system 1 or 2” is constructed will be made by Council in consultation with the owner of Lot 2

DP 209528. The owner of Lot 2 DP 209528 shall make payment of a financial contribution to Council. The financial contribution shall be calculated in accordance with the rules of the Councils District Plan, shared over Lots 2 and 3 DP 209528 and Areas 1, 2 and 3 shown on attached plan. If "new public wastewater system 1" is constructed and the discharge from the winery does not exceed 4.6 litres per second at the time of connection, then the contribution for the winery shall be calculated on a usage basis. In other cases the contribution shall be in accordance with the Councils contribution practises at that time. The financial contribution shall be paid to the Council within three months of the date the new public wastewater system is operational.

(d) The proposed course of the "new public wastewater system 1 or 2" shall follow (as much as reasonably possible) the route identified on the catchment plan (attached).

CONDITION 11.

(a) The owner of Lot 3 DP 209528 shall, if works or building occurs on Lot 3 where, the wastewater discharge from Lot 3 is not able to be satisfactorily treated and disposed of within the existing site or if an application for development or subdivision of Lot 3 is made to Council, construct either "new public wastewater system 1 or 2" as referred to in to conditions 10 (a) and (b) of the Resource Consent dated 16 August 2001. The decision as to whether "new public wastewater system 1 or 2" is constructed will be made by Council in consultation with the owners of Lots 2 and 3 DP 209528. The "new public wastewater system " includes gravity reticulation, pump station and rising main.

The gravity system shall be sized to cater for:

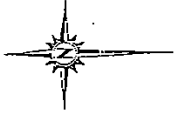
- the discharge from Lot 2 DP 209528 (for system 1) or a fully developed Lot 2 DP 209528 (for system 2)
- a fully developed Lot 3, DP 209528
- a fully developed Area 2

The pump station and rising main shall be sized to cater for:

- the discharge from Lot 2 DP 209528 (for system 1) or a fully developed Lot 2 DP 209528 (for system 2)
- a fully developed Lot 3 DP 209528
- a fully developed Area 2
- a fully developed Area 1

(In this condition "fully developed" means fully developed to the intensity anticipated in the District Plan for all activities other than non-complying activities.)

The Council will reimburse the owner of Lot 3 DP 209528 for the proportion of the system attributed to the rest of the catchment. This contribution will be in accordance with the Councils financial contribution practises at that time. The costs shall be agreed with Council prior to any works being carried out. Council shall pay the reimbursement within three months of the new public system being accepted as public and being operational.



Min FL 75

Manukau City Council  
As-built details approved  
9 OCT 2001  
Resource Compliance

Bench-mark ISIX DP209528  
Reduced Level 22.75 m



NOTES  
1. AREAS AND DIMENSIONS OF THIS PLAN ARE AS SHOWN.  
2. TOTAL AREA = 72.967ha  
3. LEVELS ARE IN TERMS OF LANDS AND SURVEY DATUM 1948.

PURPOSE	SHOWN	DEVELOPER	DOMINANT
STORMWATER	(1)	LOT 1	RESIDENTIAL
STORMWATER	(2)	LOT 2	RESIDENTIAL
STORMWATER	(3)	LOT 3	RESIDENTIAL

PROJECT NO.	12306-SS06
DATE	11/06/01
SCALE	1:500
DRAWN BY	...
CHECKED BY	...

LOT 1, 2 & 3  
MINIMUM FLOOR LEVEL.

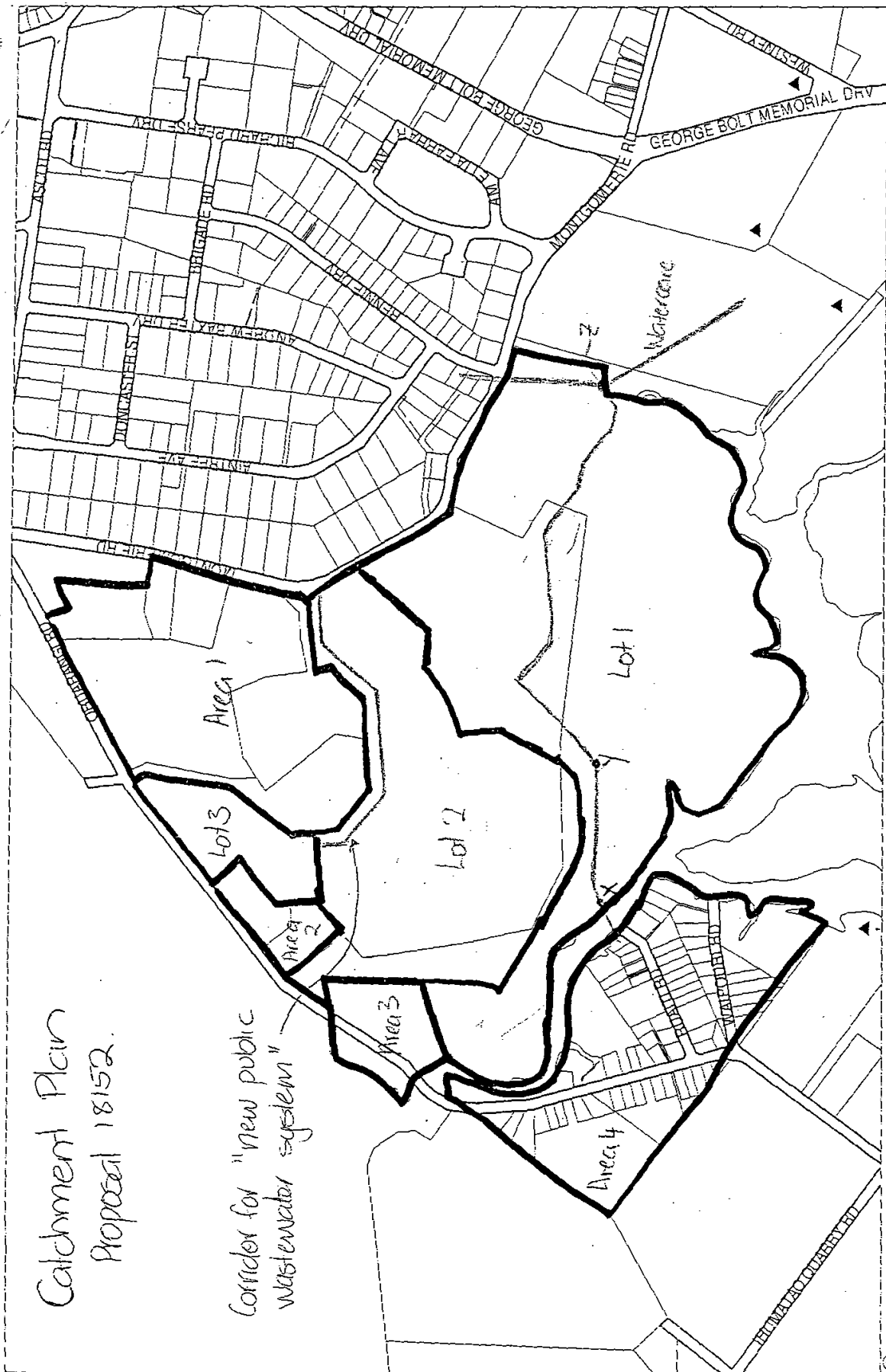
PENIHANA NOMINEES LTD.  
470 ORURANGI ROAD  
MANGERE

HARRISON GRIERSON  
CONSULTING ENGINEERS SURVEYORS PLANNERS

DATE DRAWN	11/06/01
DATE PLOTTED	11/06/01
SCALE	1:500
PROJECT NO.	12306-SS06
DATE	11/06/01
DRAWN BY	...
CHECKED BY	...

Catchment Plain  
 Proposal 18152.

Corridor for "new public  
 wastewater system"



Manukau  
 Fire Hydrant  
 Council  
 Law Information  
 Regulator

Sanitary Sewer  
 Stormwater  
 Water Main  
 RIGHTS RESTRICTIONS APPLY - Call Transport (01) 830 0677  
 Manukau District Council  
 One Call Restrictions

WORK IN EASEMENT OR WITHIN 10m REQUIRES PERMIT/APPROVAL  
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SCALE 1:10000  
 Produced by DJOHNSTO  
 at 1:30 PM on 06 Jul 01

DISCLAIMER  
 This plan is supplied for information only. The Council accepts no liability for any error whatsoever.  
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(b) The owner of Lot 3 DP 209528 shall, if the "new public wastewater system 1 or 2" is built by Council or other parties for any reason, pay a financial contribution to Council. This contribution shall be calculated in accordance with rules of the Council's District plan at the time. The financial contribution shall be paid to Council within three months of the date of the new public wastewater system is operational.

(c) The proposed course of the "new public wastewater system 1 or 2" shall follow (as much as reasonably possible) the route identified on the catchment plan.

CONDITION 15.

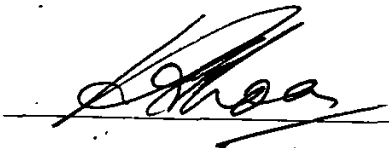
The owners Lot 3 DP 209528 shall not use the land for industrial and/or business purposes until the land is fully serviced for water supply, stormwater and wastewater drainage, power supply and telecommunication services, together with fully constructed frontage to a legal road, provision for wastewater disposal has been made in accordance with condition 11 of the Resource Consent dated 16 August 2001, and a payment has been made of all appropriate financial contributions required pursuant to the Councils District Plan.

CONDITION 16

The owners of Lots 1, 2 and 3 DP 209528 shall comply at all times with the recommendations of the Foundation Investigation Report prepared by Harrison Grierson Consultants Ltd Reference No 13.12306.1, dated November 2000.

Dated at Manukau City this 15<sup>th</sup> day of October 2001

Authenticated by the Council  
by the Principal Administrative  
Officer of the Council pursuant  
to Section 252 of the Local  
Government Act 1974



R H Low

LINZ COPY



10.11.02 NOV 01 D 653484.2

PATRICULARS ENTERED IN THE  
LAND REGISTRY NORTH ISLAND  
for REGISTRAR GENERAL

