RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier **131769**
Land Registration District **South Auckland**
Date Issued 03 April 2006

Prior References
SA360/92

Estate Fee Simple
Area 1.3604 hectares more or less
Legal Description Lot 1 Deposited Plan 332117
Registered Owners
Neil Graeme Porritt as to a 1/2 share
Linda Christina Porritt as to a 1/2 share

Interests

H373445 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 29.10.1981 at 10.58 am

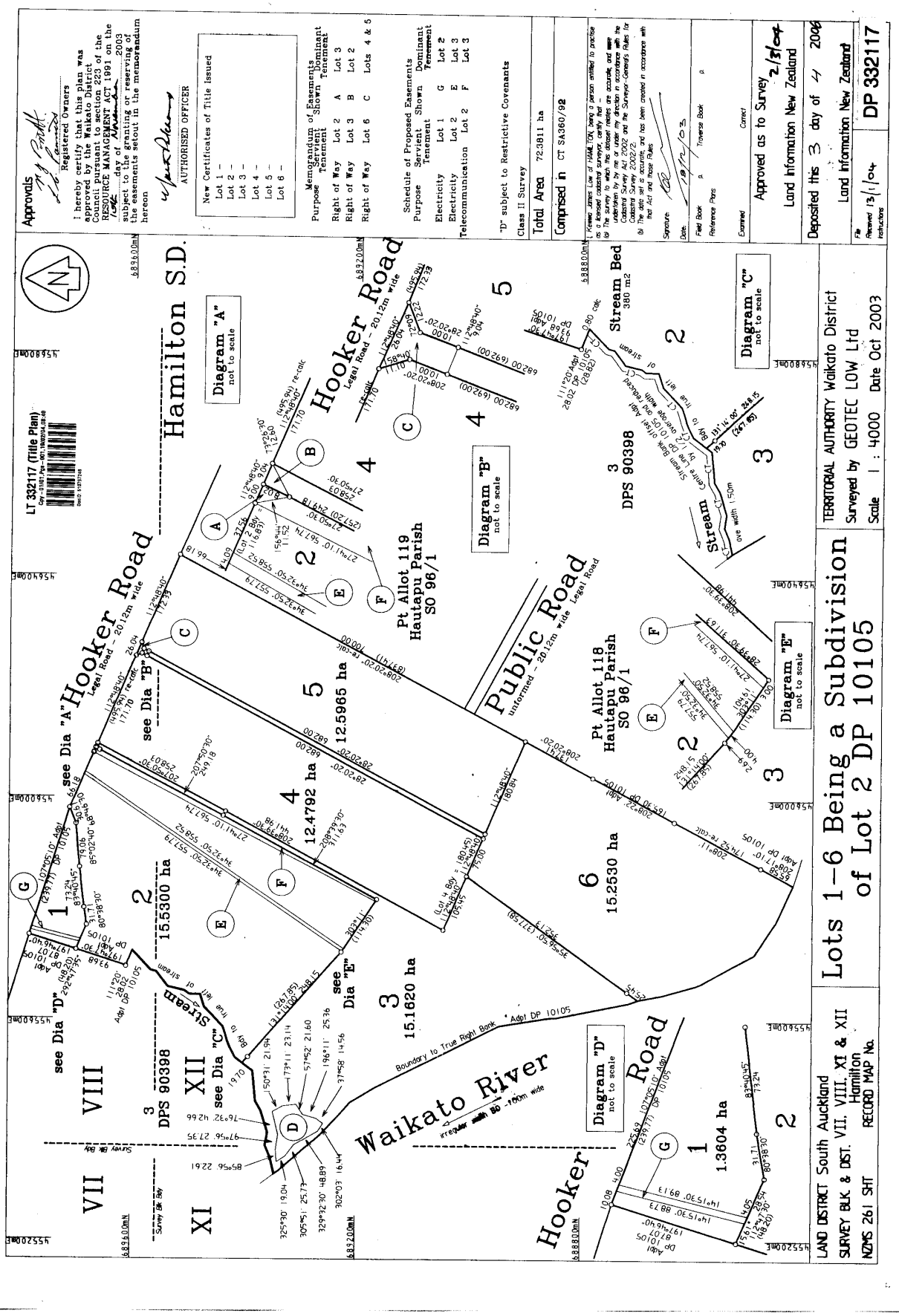
H479866 Variation of Mortgage H373445 - 9.8.1983 at 10.40 am

H727326 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 20.5.1987 at 2.10 pm

B254202.2 Variation of Mortgage H727326 - 1.2.1995 at 12.15 pm

6811689.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 3.4.2006 at 9:00 am

Subject to an electricity right over part marked G on DP 332117 created by Easement Instrument 6811689.5 - 3.4.2006 at 9:00 am


Approvals
Registered Owners
I hereby certify that this plan was approved by the Waikato District Council pursuant to section 223 of the RESOURCE MANAGEMENT ACT 1991 on the day of 2003 subject to the granting or reserving of the easements setout in the memorandum hereon
AUTHORISED OFFICER
New Certificates of Title Issued
Lot 1 –
Lot 2 –
Lot 3 –
Lot 4 –
Lot 5 –
Lot 6 –
Memorandum of Easements
Purpose Servient Tenement Shown Dominant Tenement
Right of Way Lot 2 A Lot 3
Right of Way Lot 3 B Lot 2
Right of Way Lot 6 C Lots 4 & 5
Schedule of Proposed Easements
Purpose Servient Tenement Shown Dominant Tenement
Electricity Lot 1 G Lot 2
Electricity Lot 2 E Lot 3
Telecommunication Lot 2 F Lot 3
"D" subject to Restrictive Covenants
Class II Survey
Total Area 72.3811 ha
Comprised in CT SA360/92
Approved as to Survey
Land Information New Zealand
Deposited this 3 day of 4 2004
Land Information New Zealand
DP 332117
LT 332117 (Title Plan)
Hamilton S.D.
Hooker Road
Legal Road – 20.12m wide
Public Road
unformed – 20.12m wide Legal Road
Diagram "A" not to scale
Diagram "B" not to scale
Diagram "C" not to scale
Diagram "D" not to scale
Diagram "E" not to scale
Pt Allot 119 Hautapu Parish SO 96/1
Pt Allot 118 Hautapu Parish SO 96/1
Stream Bed 380 m2
Stream
Waikato River
Boundary to True Right Bank * Adpt DP 10105
Lots 1–6 Being a Subdivision of Lot 2 DP 10105
TERRITORIAL AUTHORITY Waikato District
Surveyed by GEOTEC LOW Ltd
Scale 1 : 4000 Date Oct 2003
LAND DISTRICT South Auckland
SURVEY BLK & DIST. VII, VIII, XI & XII Hamilton
NZMS 261 SHT RECORD MAP No.

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

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R.W. Muir
Registrar-General
of Land

Identifier **131770**

Land Registration District **South Auckland**

Date Issued 03 April 2006

Prior References
SA360/92

Estate Fee Simple

Area 15.5300 hectares more or less

Legal Description Lot 2 Deposited Plan 332117

Registered Owners

Neil Graeme Porritt as to a 1/2 share

Linda Christina Porritt as to a 1/2 share

Interests

H373445 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 29.10.1981 at 10.58 am

H479866 Variation of Mortgage H373445 - 9.8.1983 at 10.40 am

H727326 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 20.5.1987 at 2.10 pm

B254202.2 Variation of Mortgage H727326 - 1.2.1995 at 12.15 pm

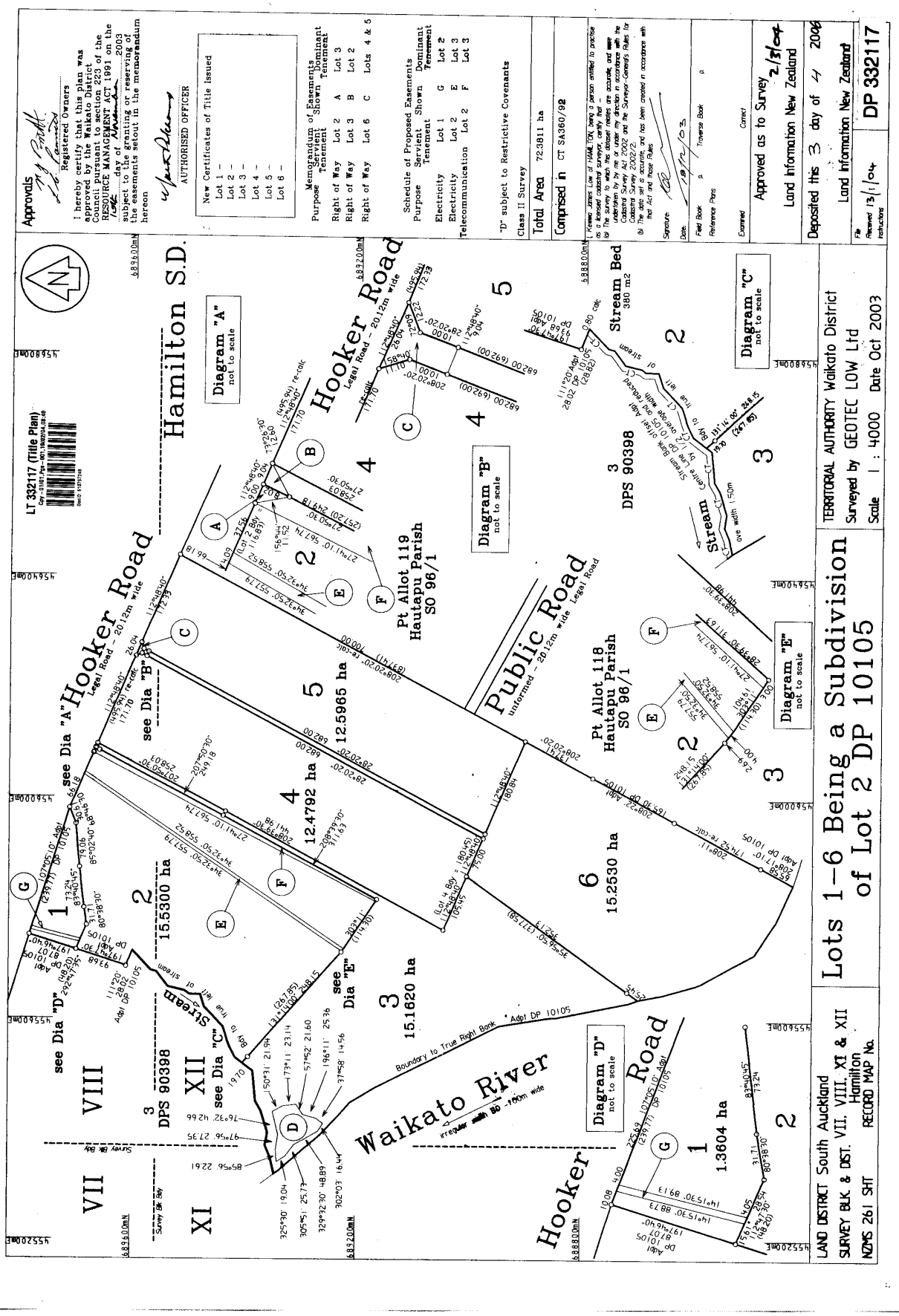
6811689.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 3.4.2006 at 9:00 am

Subject to a right of way marked A, an electricity right marked E and a telecommunication right marked F on DP 332117 created by Easement Instrument 6811689.5 - 3.4.2006 at 9:00 am

Appurtenant hereto is a right of way and an electricity right created by Easement Instrument 6811689.5 - 3.4.2006 at 9:00 am

Some of the easements created by Easement Instrument 6811689.5 are subject to Section 243 (a) Resource Management Act 1991 (see DP 332117)

Subject to a right (in gross) to a right of way over part A on DP 575579 in favour of Waikato District Council created by Easement Instrument 13224664.1 - 13.2.2025 at 11:04 am


Approvals
Registered Owners
I hereby certify that this plan was approved by the Waikato District Council pursuant to section 223 of the RESOURCE MANAGEMENT ACT 1991 on the 10th day of November 2003 subject to the granting or reserving of the easements setout in the memorandum hereon
AUTHORISED OFFICER
New Certificates of Title Issued
Lot 1 –
Lot 2 –
Lot 3 –
Lot 4 –
Lot 5 –
Lot 6 –
Memorandum of Easements
Purpose Servient Tenement Shown Dominant Tenement
Right of Way Lot 2 A Lot 3
Right of Way Lot 3 B Lot 2
Right of Way Lot 6 C Lots 4 & 5
Schedule of Proposed Easements
Purpose Servient Tenement Shown Dominant Tenement
Electricity Lot 1 G Lot 2
Electricity Lot 2 E Lot 3
Telecommunication Lot 2 F Lot 3
"D" subject to Restrictive Covenants
Class II Survey
Total Area 72.3811 ha
Comprised in CT SA360/92
Approved as to Survey 2/3/04
Land Information New Zealand
Deposited this 3 day of 4 2006
Land Information New Zealand
DP 332117
LT 332117 (Title Plan)
Hamilton S.D.
Hooker Road
Legal Road - 20.12m wide
Public Road
unformed - 20.12m wide Legal Road
Waikato River
Stream
Stream Bed
380 m2
Pt Allot 119
Hautapu Parish
SO 96/1
Pt Allot 118
Hautapu Parish
SO 96/1
DPS 90398
Diagram "A" not to scale
Diagram "B" not to scale
Diagram "C" not to scale
Diagram "D" not to scale
Diagram "E" not to scale
see Dia "A"
see Dia "B"
see Dia "C"
see Dia "D"
see Dia "E"
12.5965 ha
12.4792 ha
15.5300 ha
15.1620 ha
15.2530 ha
1.3604 ha
TERRITORIAL AUTHORITY Waikato District
Surveyed by GEOTEC LOW Ltd
Scale 1 : 4000 Date Oct 2003
Lots 1–6 Being a Subdivision of Lot 2 DP 10105
LAND DISTRICT South Auckland
SURVEY BLK & DIST. VII, VIII, XI & XII Hamilton
NZMS 261 SHT RECORD MAP No.

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier **131771**
Land Registration District **South Auckland**
Date Issued 03 April 2006

Prior References
SA360/92

Estate Fee Simple
Area 15.1620 hectares more or less
Legal Description Lot 3 Deposited Plan 332117
Registered Owners
Neil Graeme Porritt as to a 1/2 share
Linda Christina Porritt as to a 1/2 share

Interests

H373445 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 29.10.1981 at 10.58 am

H479866 Variation of Mortgage H373445 - 9.8.1983 at 10.40 am

H727326 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 20.5.1987 at 2.10 pm

B254202.2 Variation of Mortgage H727326 - 1.2.1995 at 12.15 pm

6811689.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 3.4.2006 at 9:00 am

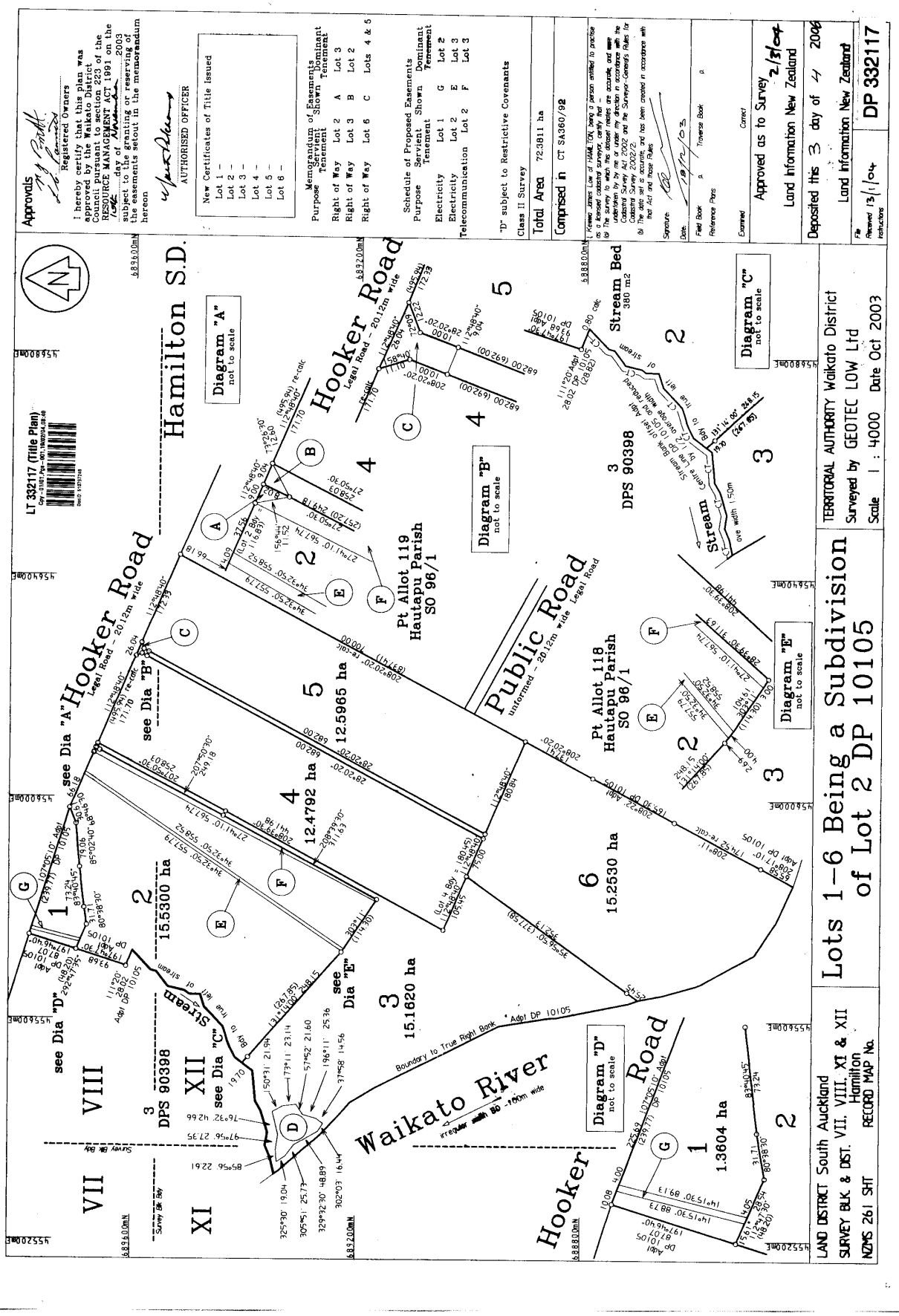
6811689.4 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 3.4.2006 at 9:00 am

Subject to a right of way over part marked B on DP 332117 created by Easement Instrument 6811689.5 - 3.4.2006 at 9:00 am

Appurtenant hereto is a right of way and electricity and telecommunication rights created by Easement Instrument 6811689.5 - 3.4.2006 at 9:00 am

Some of the easements created by Easement Instrument 6811689.5 are subject to Section 243 (a) Resource Management Act 1991 (see DP 332117)

Subject to a right (in gross) to a right of way over part marked B on DP 575579 in favour of Waikato District Council created by Easement Instrument 13224664.1 - 13.2.2025 at 11:04 am


Approvals
Registered Owners
I hereby certify that this plan was approved by the Waikato District Council pursuant to section 223 of the RESOURCE MANAGEMENT ACT 1991 on the 1st day of November 2003 subject to the granting or reserving of the easements setout in the memorandum hereon
AUTHORISED OFFICER
New Certificates of Title Issued
Lot 1 –
Lot 2 –
Lot 3 –
Lot 4 –
Lot 5 –
Lot 6 –
Memorandum of Easements
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Electricity Lot 1 G Lot 2
Electricity Lot 2 E Lot 3
Telecommunication Lot 2 F Lot 3
"D" subject to Restrictive Covenants
Class II Survey
Total Area 72.3811 ha
Comprised in CT SA360/92
Approved as to Survey 2/3/04
Land Information New Zealand
Deposited this 3 day of 4 2006
Land Information New Zealand
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Hooker Road
Legal Road - 20.12m wide
Public Road
unformed - 20.12m wide Legal Road
Waikato River
Stream
Stream Bed
380 m2
Pt Allot 119
Hautapu Parish
SO 96/1
Pt Allot 118
Hautapu Parish
SO 96/1
Diagram "A" not to scale
Diagram "B" not to scale
Diagram "C" not to scale
Diagram "D" not to scale
Diagram "E" not to scale
see Dia "A"
see Dia "B"
see Dia "C"
see Dia "D"
see Dia "E"
1.3604 ha
15.1620 ha
15.5300 ha
12.4792 ha
12.5965 ha
15.2530 ha
DPS 90398
DPS 90398
TERRITORIAL AUTHORITY Waikato District
Surveyed by GEOTEC LOW Ltd
Scale 1 : 4000 Date Oct 2003
Lots 1–6 Being a Subdivision of Lot 2 DP 10105
LAND DISTRICT South Auckland
SURVEY BLK & DIST. VII, VIII, XI & XII Hamilton
NZMS 261 SHT RECORD MAP No.

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier **131772**
Land Registration District **South Auckland**
Date Issued 03 April 2006

Prior References
SA360/92

Estate Fee Simple
Area 12.4792 hectares more or less
Legal Description Lot 4 Deposited Plan 332117
Registered Owners
Neil Graeme Porritt as to a 1/2 share
Linda Christina Porritt as to a 1/2 share

Interests

H373445 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 29.10.1981 at 10.58 am

H479866 Variation of Mortgage H373445 - 9.8.1983 at 10.40 am

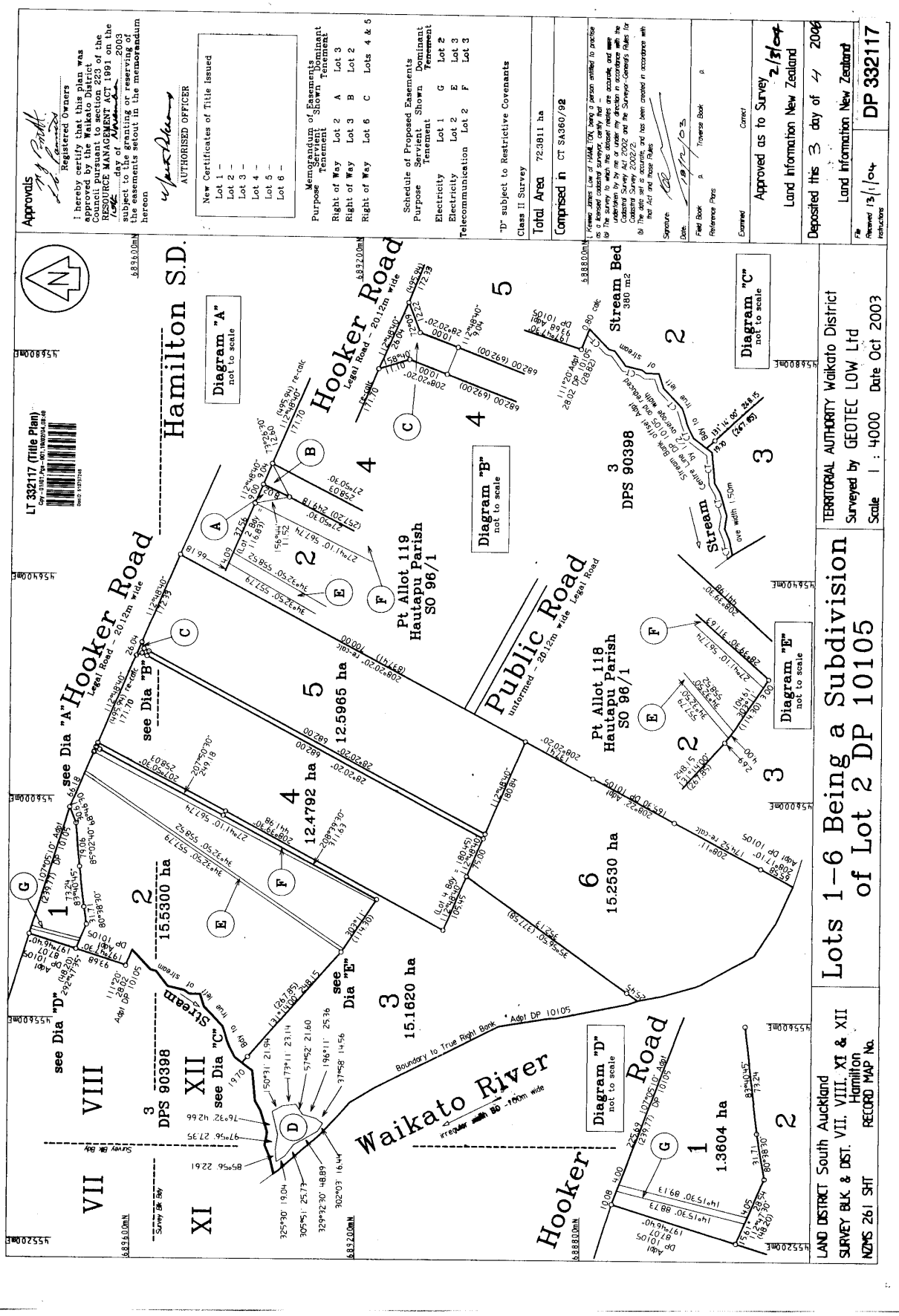
H727326 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 20.5.1987 at 2.10 pm

B254202.2 Variation of Mortgage H727326 - 1.2.1995 at 12.15 pm

6811689.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 3.4.2006 at 9:00 am

Appurtenant hereto is a right of way created by Easement Instrument 6811689.5 - 3.4.2006 at 9:00 am

The easements created by Easement Instrument 6811689.5 are subject to Section 243 (a) Resource Management Act 1991


Approvals
Registered Owners
I hereby certify that this plan was approved by the Waikato District Council pursuant to section 223 of the RESOURCE MANAGEMENT ACT 1991 on the day of 2003 subject to the granting or reserving of the easements setout in the memorandum hereon
AUTHORISED OFFICER
New Certificates of Title Issued
Lot 1 –
Lot 2 –
Lot 3 –
Lot 4 –
Lot 5 –
Lot 6 –
Memorandum of Easements
Purpose Servient Tenement Shown Dominant Tenement
Right of Way Lot 2 A Lot 3
Right of Way Lot 3 B Lot 2
Right of Way Lot 6 C Lots 4 & 5
Schedule of Proposed Easements
Purpose Servient Tenement Shown Dominant Tenement
Electricity Lot 1 G Lot 2
Electricity Lot 2 E Lot 3
Telecommunication Lot 2 F Lot 3
"D" subject to Restrictive Covenants
Class II Survey
Total Area 72.3811 ha
Comprised in CT SA360/92
Approved as to Survey 2/3/04
Land Information New Zealand
Deposited this 3 day of 4 2006
Land Information New Zealand
DP 332117
LT 332117 (Title Plan)
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Legal Road - 20.12m wide
Public Road
unformed - 20.12m wide Legal Road
Waikato River
Boundary to True Right Bank
Stream
Stream Bed
380 m2
Pt Allot 119
Hautapu Parish
SO 96/1
Pt Allot 118
Hautapu Parish
SO 96/1
DPS 90398
DPS 90398
Diagram "A" not to scale
Diagram "B" not to scale
Diagram "C" not to scale
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12.5965 ha
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15.2530 ha
1.3604 ha
TERRITORIAL AUTHORITY Waikato District
Surveyed by GEOTEC LOW Ltd
Scale 1 : 4000 Date Oct 2003
Lots 1–6 Being a Subdivision of Lot 2 DP 10105
LAND DISTRICT South Auckland
SURVEY BLK & DIST. VII, VIII, XI & XII Hamilton
NZMS 261 SHT RECORD MAP No.

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**131773**
Land Registration District	**South Auckland**
Date Issued	03 April 2006

Prior References
SA360/92

Estate	Fee Simple
Area	12.5965 hectares more or less
Legal Description	Lot 5 Deposited Plan 332117

Registered Owners
Neil Graeme Porritt as to a 1/2 share
Linda Christina Porritt as to a 1/2 share

Interests

H373445 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 29.10.1981 at 10.58 am

H479866 Variation of Mortgage H373445 - 9.8.1983 at 10.40 am

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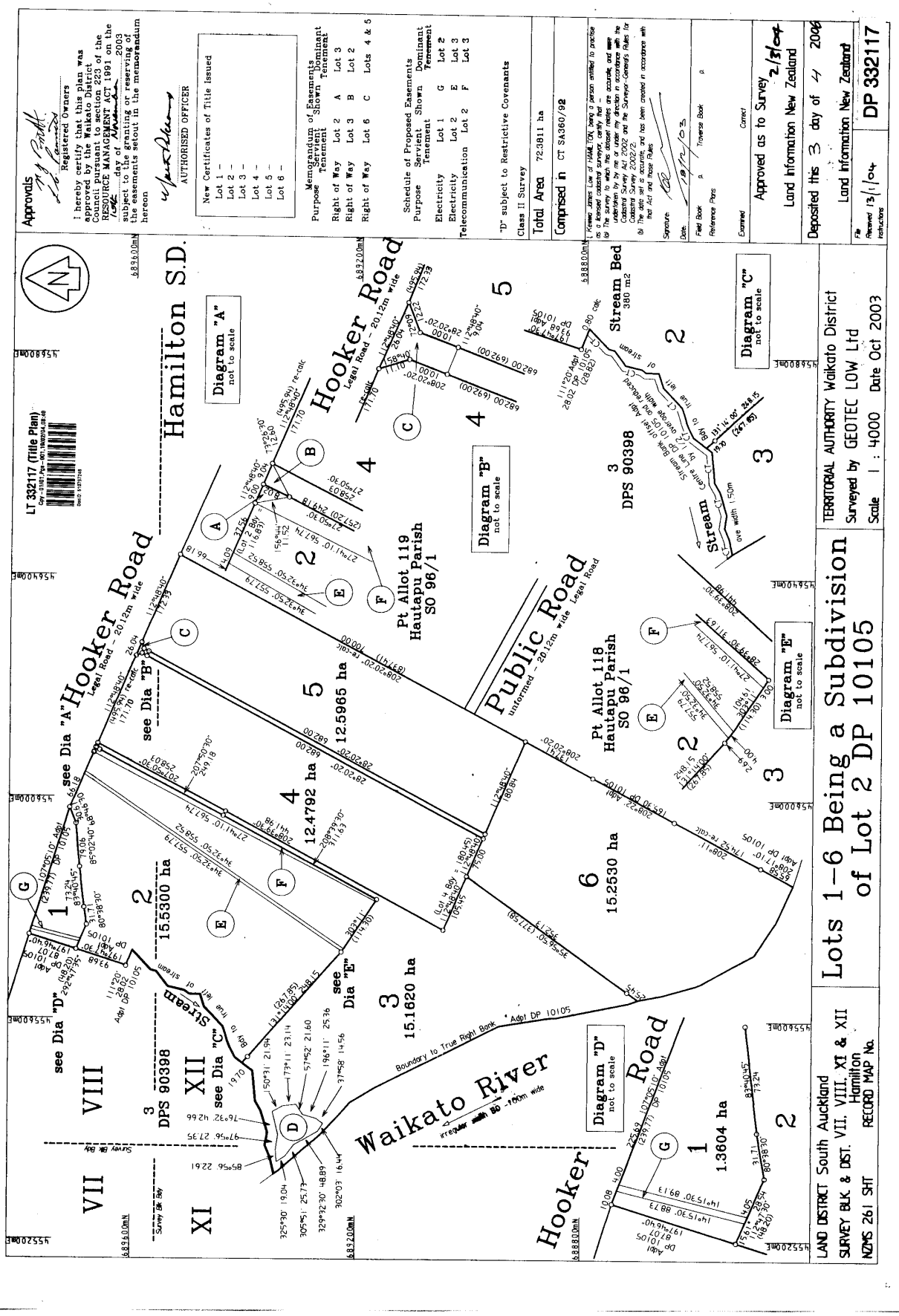
The easements created by Easement Instrument 6811689.5 are subject to Section 243 (a) Resource Management Act 1991


Approvals
Registered Owners
I hereby certify that this plan was approved by the Waikato District Council pursuant to section 223 of the RESOURCE MANAGEMENT ACT 1991 on the 10th day of March 2003 subject to the granting or reserving of the easements setout in the memorandum hereon
AUTHORISED OFFICER
New Certificates of Title Issued
Lot 1 –
Lot 2 –
Lot 3 –
Lot 4 –
Lot 5 –
Lot 6 –
Memorandum of Easements
Purpose Servient Tenement Shown Dominant Tenement
Right of Way Lot 2 A Lot 3
Right of Way Lot 3 B Lot 2
Right of Way Lot 6 C Lots 4 & 5
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Public Road
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Diagram "E" not to scale
Pt Allot 119 Hautapu Parish SO 96/1
Pt Allot 118 Hautapu Parish SO 96/1
Stream Bed 380 m2
Stream
Waikato River
Boundary to True Right Bank * Adpt DP 10105
Lots 1–6 Being a Subdivision of Lot 2 DP 10105
TERRITORIAL AUTHORITY Waikato District
Surveyed by GEOTEC LOW Ltd
Scale 1 : 4000 Date Oct 2003
LAND DISTRICT South Auckland
SURVEY BLK & DIST. VII, VIII, XI & XII Hamilton
NOMS 261 SHT RECORD MAP No.

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**131774**
Land Registration District	**South Auckland**
Date Issued	03 April 2006

Prior References
SA360/92

Estate	Fee Simple
Area	15.2530 hectares more or less
Legal Description	Lot 6 Deposited Plan 332117

Registered Owners
Neil Graeme Porritt as to a 1/2 share
Linda Christina Porritt as to a 1/2 share

Interests

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H479866 Variation of Mortgage H373445 - 9.8.1983 at 10.40 am

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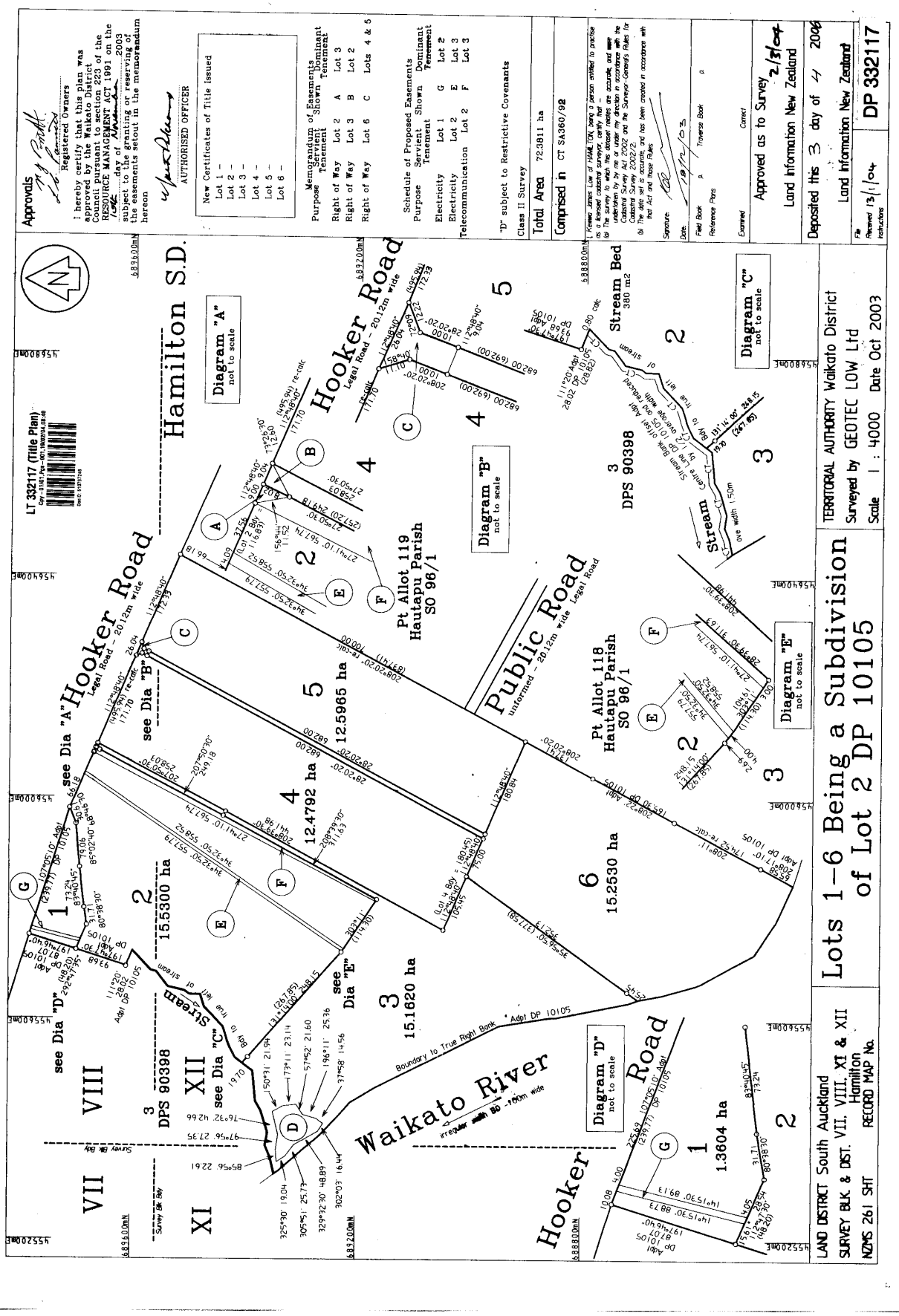
B254202.2 Variation of Mortgage H727326 - 1.2.1995 at 12.15 pm

6811689.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 3.4.2006 at 9:00 am

Subject to a right of way over part marked C on DP 332117 created by Easement Instrument 6811689.5 - 3.4.2006 at 9:00 am

The easements created by Easement Instrument 6811689.5 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to a right of way over part marked C on DP 575579 in favour of Waikato District Council created by Easement Instrument 13224664.1 - 13.2.2025 at 11:04 am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Registered Owners
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Pt Allot 119
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SO 96/1
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Hautapu Parish
SO 96/1
DPS 90398
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Diagram "C" not to scale
Diagram "D" not to scale
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see Dia "A"
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see Dia "C"
see Dia "D"
see Dia "E"
12.5965 ha
12.4792 ha
15.5300 ha
15.1620 ha
15.2530 ha
1.3604 ha
TERRITORIAL AUTHORITY Waikato District
Surveyed by GEOTEC LOW Ltd
Scale 1 : 4000 Date Oct 2003
Lots 1–6 Being a Subdivision of Lot 2 DP 10105
LAND DISTRICT South Auckland
SURVEY BLK & DIST. VII, VIII, XI & XII Hamilton
NZMS 261 SHT RECORD MAP No.

CONSENT NOTICE PURSUANT TO SECTION 221 RESOURCE MANAGEMENT ACT 1991

Waikato
CONO 6811689.2 Consen
Cpy-01/01,Pgs-002,03/04/06,07:35
DocID: 611460486

The Registrar General of Land
South Auckland Land Registry

IN THE MATTER of a Consent Notice pursuant to Section 221 of the Resource Management Act 1991 ("the Act")

and

IN THE MATTER of a subdivision Consent pursuant to Sections 105, 108, 220, and 221 of the Act

PURSUANT to section 252(1)(a) of the Local Government Act 1974, I, GAVIN JOHN ION Chief Executive of THE WAIKATO DISTRICT COUNCIL, hereby certify that the Waikato District Council has granted its consent to the subdivision shown on Land Transfer Plan No 332117, (and being the land described in the First Schedule), subject to certain conditions, including the requirement that the Owner (as defined in the Act) comply on a continuing basis with the conditions set out in the Second Schedule and that this Notice be registered against the Certificates of Title for Lots 1, 2, 3, 4, 5 and 6 on Land Transfer Plan No 332117.

First Schedule

An estate in fee simple in all that parcel of land containing 72.3811 hectares more or less being Lot 2 Deposited Plan 10105 and comprised in Certificate of Title SA360/98 2 (South Auckland Registry).

Second Schedule

In respect of Lots 1, 2, 3 and 6

The owner shall comply with the following conditions:

1. The vegetative cover and planting of gully/riverbank slopes shall be maintained to assist in the control of surface erosion.

2. Any ponding of stormwater at the top of all slopes shall be prevented and there shall be no concentrated flows of stormwater such as discharges from stormwater pipes, over the edge of gully/riverbank slopes.

3. No fill, including inorganic or organic matter, shall be placed over the gully/riverbank edges other than cleanfill material placed on Lot 2 in accordance with the Resource Consent for this subdivision dated 6 December 2001.

4. The use of gully/riverbank areas shall be restricted to uses compatible with soil conservation and erosion control.

(2) COND 50 SA360/92

Waikato DISTRICT COUNCIL

Your Community Partner

5. Any buildings shall be located not less than 20 metres setback from any gully or riverbank edge. Specific geotechnical investigation would be required to confirm bank stability or to justify any reduction in setback distances.

In respect of Lots 2, 3, 4, 5 and 6

6. No additional dwelling shall be constructed on any of these Lots until:

   (a) the sand-winning activity authorised by Resource Consent No. 69 94 319 is completed or terminated or until the said Consent is surrendered; and
   (b) site rehabilitation has progressed to the stage of vegetative cover being established.

In respect of Lot 2

7. No sand mining shall be undertaken within 200 metres of any dwelling or ancillary unit located on Lot 1.

8. The owner shall be informed that there is existing fill on Lot 2 as shown on the preliminary plan of subdivision prepared by Geotec Low dated August 2001. A copy of this plan can be obtained from the Waikato District Council.

General Condition

9. The Owner shall pay the Council's costs and disbursements in respect of the preparation, execution, registration and enforcement of this Notice and the Council's conditions set out in this Notice and any variation or cancellation of them.

DATED at Ngaruawahia this 20th day of January 2006.

G.J. Ion

GAVIN JOHN ION
Chief Executive

PJC\60120001G\LUC 70 02 032

CONSERVATION COVENANT

(PURSUANT TO SECTION 77 OF THE RESERVES ACT 1977)

DATED the 17th day of February 2006

BETWEEN: **NEIL GRAEME PORRITT** and **LINDA CHRISTINA PORRITT** both of 256 Hooker Road, Tamahere (together with their executors, administrators and assigns called "the Covenantor")

AND: **THE WAIKATO DISTRICT COUNCIL** a Body Corporate under the provisions of the Local Government Act 1974 (called "the Council").

BACKGROUND:

A **THE** Covenantor is registered as proprietor of an estate in fee simple in all that parcel of land containing 15.1620 hectares more or less being Lot 3 on Deposited Plan 332117 comprised in Certificate of Title 131771 South Auckland Registry, being a subdivision of Lot 2 Deposited Plan 10105 comprised in Certificate of Title SA360/9~~0~~2 South Auckland Registry. A

B **THE** Council is authorised by the Reserves Act 1977 (referred to as "the Act") to obtain conservation covenants in respect of any private land for the purpose of managing the said land so as to preserve the natural environment or landscape amenity or wildlife or fresh water marine life habitat or historical value.

C **THE** Covenantor has agreed to grant to the Council a conservation covenant for the purpose and intent of protecting and preserving a certain archaeological pa site S15/302 identified as being within Lot 3 Deposited Plan 332117 and noted in the report entitled "Report on Archaeological Inspection Porritt Property, 256 Hooker Road, Tamahere prepared by Raymond H Hooker dated 17 September 2001 (called "The Land").

D **THE** archaeological site in respect of which this covenant applies is the area marked "D" on the attached Land Transfer plan 332117 (called "the conservation area").

THE PARTIES AGREE:

1 **THE** Covenantor hereby grants to the Council a conservation covenant which shall forever bind the land into whomsoever's hands the same may come (but not so as to render the Covenantor personally liable in damages for any breach of covenant committed in respect of the land after the Covenantor shall no longer be the registered proprietor of the land).

2 **THE** parties covenant at all times to observe and perform their respective duties and obligations imposed in the restrictions, stipulations and agreements contained herein.

COV 6811689.4 Covenan
Cpy – 01/01, Pgs – 005, 03/04/06, 07:36
DocID: 511460488

(4) COV SD 131771

THE COVENANTOR COVENANTS:

1 **THE** Covenantor shall preserve and protect the said conservation area. No act or thing shall be done or placed or permitted to be done or remain upon the land in the conservation area, which in the opinion of the Council materially alters the actual appearance or condition of the land or is prejudicial to the land as a conservation area.

2 **THE** archaeological features contained within the aforesaid conservation area shall be preserved at all times and shall not be modified, damaged or destroyed.

3 **THE** Covenantor shall not undertake any earthworks on the Conservation area.

4 **THE** Covenantor shall not erect any building structure or signs on the Conservation area.

5 **THE** Covenantor shall not light or permit to be lit any fire within the conservation area or on any adjacent land owned or occupied by the Covenantor or under the Covenantor's control when there may be a risk of fire spreading into the protected area.

6 **THE** Covenantor shall undertake plant pest control measures on the Conservation area so that the archaeological features on the Conservation area remain preserved, to the satisfaction of Council.

7 **THE** provisions of Section 77 and Sections 93 to 105 of the Reserves Act 1977 shall apply to this covenant.

8 **THE** Council, through its officers or agents, shall be permitted to enter at any reasonable time the conservation area, and any adjacent or nearby land in which the Covenantor has any interest, to determine whether the covenant is complied with.

9 **IF** at any time prior to registration hereof by the District Land Registrar, the Covenantor desires to sell or otherwise dispose of all or any part of the land such sale or disposition shall be made expressly subject to the restrictions, stipulations and agreements contained in this Conservation Covenant.

10 **THE** Council or Covenantor may at any time during the term of this covenant, by mutual agreement, carry out any works, improvements, or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the conservation area **PROVIDED HOWEVER** such agreement is not contrary to the purpose and intent of this covenant specified in Clause C in the Background hereto.

11 **THE** costs of the preparation, execution, registration and enforcement of this Covenant shall be borne by the Covenantor.

IN WITNESS OF WHICH this document has been completed:

SIGNED BY NEIL GRAEME PORRITT)
in the presence of:)

Name Michael Thomas Bracken

Address Solicitor
Hamilton

Occupation

SIGNED BY LINDA CHRISTINA PORRITT in the presence of:)
)

Name Michael Thomas Bracken

Address Solicitor
Hamilton

Occupation

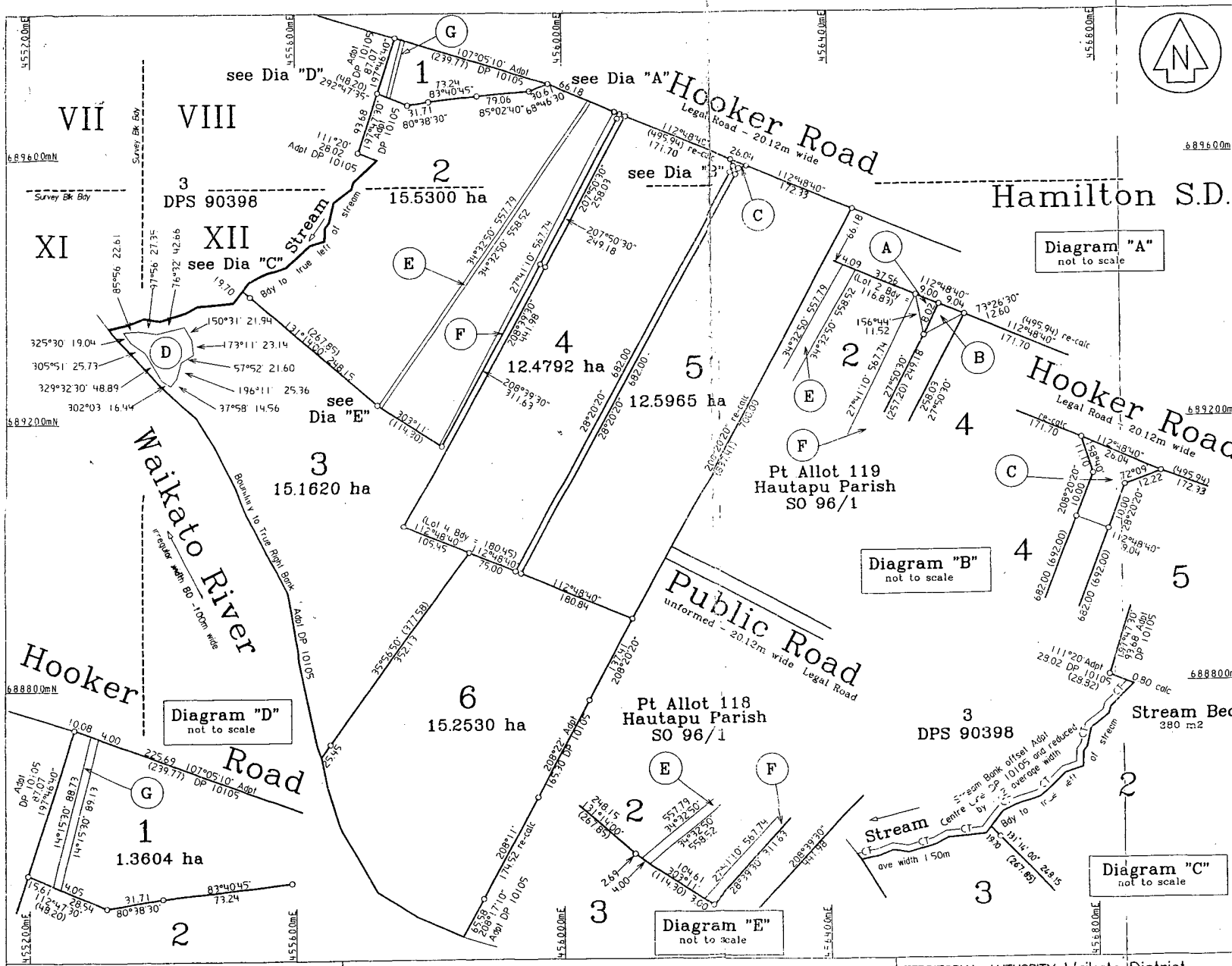
The COMMON SEAL of **THE WAIKATO DISTRICT COUNCIL** was hereunto affixed in the presence of:)
)
)
)

THE WAIKATO DISTRICT COUNCIL
THE COMMON SEAL OF

Mayor

Chief Executive

PJC\60111I0G\FILE 70 02 032



Approvals

Registered Owners

I hereby certify that th plan was approved by the Waikato District Council pursuant to section 223 of the RESOURCE MANAGEMENT ACT 1991 on t 19th day of November 2003 subject to the granting or reserving of the easements setout in the memoran hereon

AUTHORISED OFFICER

New Certificates of Title Issued

Lot 1 –
Lot 2 –
Lot 3 –
Lot 4 –
Lot 5 –
Lot 6 –

Memorandum of Easements

Purpose	Servient Tenement	Shown	Dominant Tenement
Right of Way	Lot 2	A	Lot 3
Right of Way	Lot 3	B	Lot 2
Right of Way	Lot 6	C	Lots 4 &

Schedule of Proposed Easements

Purpose	Servient Tenement	Shown	Dominant Tenement
Electricity	Lot 1	G	Lot 2
Electricity	Lot 2	E	Lot 3
Telecommunication	Lot 2	F	Lot 3

"D" subject to Restrictive Covenants

Class II Survey

Total Area 72.3811 ha

Comprised in CT SA360/90

I, Kewina James Low of HAMILTON, being a person entitled to practise as a licensed cadastral surveyor, certify that –

(a) The survey to which this dataset relates are accurate, and were undertaken by by me or under my direction in accordance with Cadastral Survey Act 2002 and the Surveyor-General's Rules Cadastral Survey 2002/2.

(b) The data set is accurate, and has been created in accordance with that Act and those Rules

Signature

Field Book p. Traverse Book p.

Reference Plans

Examined Correct

Approved as to Survey

Land Information New Zealand

Deposited this day of 20

Land Information New Zealand

File Received Instructions 332117

LAND DISTRICT South Auckland

SURVEY BLK. & DIST. VII, VIII, XI & XII Hamilton

NZMS 261 SHT RECORD MAP No.

Lots 1–6 Being a Subdivision of Lot 2 DP 10105

TERRITORIAL AUTHORITY Waikato District

Surveyed by GEOTEC LOW Ltd

Scale 1 : 4000 Date Oct 2003

DATED 17th February 2006

BETWEEN: **THE WAIKATO DISTRICT COUNCIL**

("the Council")

AND: **NEIL GRAEME PORRITT** and **LINDA CHRISTINA PORRITT**

("the Covenantor")

CONSERVATION COVENANT

PJC\60111\10G\FILE 70 02 032

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

South Auckland

BARCODE

EI 6811689.5 Easement I
Cpy – 01/01, Pgs – 007, 03/04/06, 07:37
DocID: 611460489

Grantor *Surname must be underlined.*

Neil Graeme Porritt and Linda Christina Porritt

Grantee *Surname must be underlined.*

Neil Graeme Porritt and Linda Christina Porritt

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

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

Dated this 20th day of March 2006

Attestation

	Signed in my presence by the Grantor
Signature [common seal] of Grantor	*Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** Michael Thomas Bracken **Occupation** Solicitor **Address** Hamilton

(5) ET 50

131760 / 131774

Easement instrument to grant easement or *profit a prendre*, or create land covenant - *continued*

Attestation

	Signed in my presence by the Grantee
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name Michael Thomas Bracken
	Occupation Solicitor
	Address Hamilton
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

Annexure Schedule I

Easement instrument Dated

Schedule A ***Continued in Annexure Schedule 2.***

Purpose (nature and extent) of easement, *profit*, or covenant	Shown on DP 332117	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Right of Way	A	131770 (Lot 2)	131771 (Lot 3)
Right of Way	B	131771 (Lot 3)	131770 (Lot 2)
Right of Way	C	131774 (Lot 6)	131772 (Lot 4) & 131773 (Lot 5)

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

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

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

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

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

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

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

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

Annexure Schedule 2

Easement instrument	
Dated	Page 4 of 5 pages

Continue in additional Annexure Schedule, if required.

Schedule A continued

Purpose (nature and extent) of easement, *profit*, or covenant	Shown on DP 332117	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Electricity	G	131769 (Lot 1)	131770 (Lot 2)
Electricity	E	131770 (Lot 2)	131771 (Lot 3)
Telecommunication	F	131770 (Lot 2)	131771 (Lot 3)

Continuation of rights, powers, terms, covenants and conditions of easements:

RIGHT OF WAY
The same rights and powers as set out in paragraph 6 of the Fourth Schedule to the Land Transfer Regulations 2002 and Ninth Schedule to the Property Law Act 1952

ELECTRICITY
The same rights and powers as set out in paragraph 7 of the Fourth Schedule to the Land Transfer Regulations 2002

TELECOMMUNICATION
The same rights and powers as set out in paragraph 8 of the Fourth Schedule to the Land Transfer Regulations 2002

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

Annexure Schedule 2

Easement instrument	
Dated	Page 5 of 5 pages

Continue in additional Annexure Schedule, if required.

Continuation of rights, powers, terms, covenants and conditions of easements:

The easements described in Schedule A shall include the terms set out in paragraphs 10, 11, 12, 13 and 14 Land Transfer Regulations 2002 save that:

a) Any maintenance, repair or replacement of any easement facility set out herein that is necessary because of any act or omission by any user (being either or all the owners of the dominant and servient tenements) of the easement facility (which includes any of their agents, employees, contractors, subcontractors or invitees of the user) must be carried out promptly by that user at the sole cost of that user or in such proportion as relates to the act or omission.

b) Design, construction and ongoing maintenance of the Right of Way area A on DP 332117 shall be in accordance with Section 36.5, Table 5, of the District Plan (Plan Change 18) and the minimum specifications set out in Waikato District Council's Engineering Code of Practice - Part Two – Roading. The existing entrance to Right of Way area A on DP 332117 shall be upgraded as required to a sealed standard commercial vehicle entrance and constructed in accordance with Waikato District Council's Plan No. TSG-E2, and all such design, construction and ongoing maintenance of the Right of Way and entrance as aforesaid, to those standards (or any future reasonably varied or replacement provisions thereof), shall at all times be required to be to the satisfaction of Waikato District Council or any successor to such Council.

c) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail.

d) Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

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

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

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Registrar-General of Land Approval 03/6150EF A.D.L.S.

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

Mortgage

Consentor
Surname must be underlined or in CAPITALS

ANZ NATIONAL BANK LIMITED

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

Mortgagee under Mortgage Number
H727326 AND H373445

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

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

~~[section of the Act]~~

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

the **Consentor hereby consents** to:

registration of an Easement Certificate creating the easements shown on DP332117

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that ... has become the property of ANZ National Bank Limited (as the amalgamated ...) pursuant to Part XIII of the Companies Act 1993.

It is hereby certified that the said Mortgage (s) / Instrument (s) / Debenture (s) has / have become vested in Rural Banking and Finance Corporation of New Zealand Limited by virtue of the provision of the Rural Banking and Finance Corporation of New Zealand Act 1989

It is hereby certified that the said Rural banking and Finance Corporation of New Zealand Limited changed its name to The Rural Bank Limited.
(as is evidenced by No. B 060089 (SOUTH AUCKLAND Registry))

It is hereby further certified that the above Memorandum of Mortgage has Become vested in The National Bank of New Zealand Limited by virtue of the National Bank of New Zealand Limited Act 1994

Dated this 30th day of March **2006**

Attestation

ANZ National Bank Limited
by its Attorney

KAPUA KATRINA GARDINER

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name GEETI DHILLON

Occupation BANK OFFICER AUCKLAND

Address

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

Ref Code: 10852/2

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Kapua Katrina Gardiner, Manager Lending Services of Auckland in New Zealand hereby certifies that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.

3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.

4. At the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

DATED at Auckland this 30th day of March 2006

.....

View Instrument Details

Instrument No	13224664.1
Status	Registered
Lodged By	Collin, Patricia Jayne
Date & Time Lodged	13 Feb 2025 11:04
Instrument Type	Easement Instrument

Affected Records of Title	**Land District**
131770	South Auckland
131771	South Auckland
131774	South Auckland

Annexure Schedule	Contains 7 Pages

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage H373445 has consented to this transaction and I hold that consent ☑

I certify that the Mortgagee under Mortgage H727326 has consented to this transaction and I hold that consent ☑

Signature

Signed by Vernon Peter Woodhams as Grantor Representative on 31/01/2025 04:19 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 Patricia Jayne Collin as Grantee Representative on 04/02/2025 11:32 AM

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

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Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

NEIL GRAEME PORRITT and **LINDA CHRISTINA PORRITT**

Grantee

WAIKATO DISTRICT 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	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	"A" on Deposited Plan 575579	Lot 2 on Deposited Plan 332117 (RT 131770)	In gross
	"B" on Deposited Plan 575579	Lot 3 on Deposited Plan 332117 (RT 131771)	
	"C" on Deposited Plan 575579	Lot 6 on Deposited Plan 332117 (RT 131774)	

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 the specified classes of easement are those prescribed in the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007.

The implied rights and powers are hereby substituted by the provisions set out in Annexure Schedule 2.

Form L

Annexure Schedule 2 Page 3 of 7 Pages

Insert instrument type

Easement instrument to grant easement

(continue in additional Annexure Schedule if required)

1. DEFINITIONS AND INTERPRETATION

Defintions

1.1 In this instrument unless the context indicates otherwise:

Burdened Land is the land owned by the Grantor being the land described in Schedule A;

Cycleway means a right of way for a cycleway and walkway with a surface suitable for cyclists and walkers with related facilities (including, without limitation, signage, rest stop seating, picnic tables, toilet buildings and rubbish bins) constructed by, or vested in, the Grantee (with the prior consent of the Grantor under clause 2.2(a);

Easement Area means that part of the Burdened Land marked "A", "B" and "C" on Deposited Plan "575579"; and

Working Day has the meaning given to it in the Property Law Act 2007.

Interpretation

1.2 In this instrument unless the context indicates otherwise:

All references to **"contractors" and/or "licensees" of the Grantee** in this easement shall include the New Zealand Transport Agency.

2. GRANT OF RIGHT OF WAY EASEMENT

2.1. The Grantor grants to the Grantee, its employees, contractors, licensees and invitees, including the general public (in common with the Grantor, the Grantor's tenants and any other person authorised by the Grantor) as an easement in gross the right forever to pass and repass at all times over and along the Cycleway on foot, bicycle, including power assisted cycles with a maximum power output not exceeding 300W, unicycle, wheelchair or any other form of human powered transportation, with or without dogs which must be on a leash, for the sole purpose of a public cycleway and walkway.

2.2. The Grantee (including its employees, contractors and licensees) shall have the full, free, and unrestricted right, liberty and privilege at any time whether by day or by night to enter and remain on the Easement Area or any other parts of the Burdened Land as are reasonable to:

(a) establish the Cycleway with a surface suitable for walkers and cyclists with related facilities (including, without limitation, signage, toilet buildings and rubbish bins) on the Easement Area, to repair and maintain any Cycleway established on the Easement Area, and (if necessary for any of those purposes) to alter the state of the Easement Area provided that the Grantee shall not construct any facilities on the Easement Area (other than signage) without first obtaining the Grantor's consent to the location of those facilities (which the Grantor shall not unreasonably withhold); and

Form L

Annexure Schedule 2 Page 4 of 7 Pages

Insert instrument type

Easement instrument to grant easement

(b) enter and remain, for a reasonable time, on the Easement Area and the adjoining land of the Grantor forming part of the Burdened Land with or without vehicles, plant, equipment, and implements for the purposes of:

(i) inspecting, maintaining, repairing and/or replacing the Cycleway and any buildings, fencing, equipment and/or fittings forming part of the Cycleway; or

(ii) providing medical or other assistance to members of the public using the Cycleway; or

(iii) carrying out any of its other obligations under this easement.

2.3. The Grantee is not obliged to exercise any of its rights under this easement.

2.4. Notwithstanding the grant at clause 2.1 of this instrument, the Grantor shall have the right to cross the Cycleway, on foot or by vehicle and with livestock, at crossing points agreed by the parties, or failing agreement determined by the Council acting reasonably. The Grantor shall ensure that the Cycleway does not contain any effluent or other damage immediately after each use of the crossing by the Owner.

2.5. The Grantee (including its employees, contractors and licensees) may dig up the Easement Area for all or any of the purposes referred to in this easement and if necessary may deposit soil, aggregate, and/or any other material upon the Burdened Land adjoining the Easement Area provided always that all work shall be carried out expeditiously and on completion the land adjacent to the Easement Area that is affected will immediately be restored as nearly as possible to its former state and condition at the sole cost and expense of the Grantee.

2.6. The Grantee is entitled in relation to the Easement Area or its use to enforce any bylaws made by the Grantee in respect of the use of public footpaths by the public, for the time being in force. The Easement Area is deemed to be a “public place” for the purpose of those bylaws.

2.7. The Grantee is entitled to close the Easement Area to public access (but not to access by the Grantor) if it reasonably considers that a serious threat exists to the safety of the public, or for repair and maintenance purposes.

2.8 No dedication or vesting of any land in the Grantee for road or otherwise is to be implied in the easement or by the exercise of access by the public at large.

2.9. The Cycleway facilities and any other structures, plant or equipment erected or installed by the Grantee on the Easement Area shall be the property of the Grantee.

3 ACCESS RIGHTS

3.1. In the exercise of the rights granted to the Grantee under this instrument the Grantee will cause as little disturbance as possible to any other lawful user of the Burdened Land and will ensure that all works are completed promptly and in a proper and professional manner.

3.2. The Grantee will be given reasonable notice to the Grantor of the Grantee’s intention to carry out any works authorised by this easement, except in an emergency, when no notice is required.

Form L

Annexure Schedule 2 Page 5 of 7 Pages

Insert instrument type

Easement instrument to grant easement

3.3. The Grantee will comply with all obligations imposed on the Grantee at law under the Health and Safety at Work Act 2015, including any regulations, codes or guidance made under that Act and shall take all reasonable steps to avoid the Grantor suffering any liability to prosecution or other enforcement action under the Health and Safety at Work Act 2015.

4 GRANTOR'S OBLIGATIONS

4.1. The Grantor will not do nor suffer nor permit to be done any act, matter, or thing whereby the Grantee's rights hereunder may be interfered with or affected and in particular (but not so as to restrict the generality of this clause) the Grantor will not:

(a) construct, erect, or place nor suffer nor permit to be constructed, erected, or placed on the Easement Area any building or structure; or

(b) create or allow anything or activity on the Easement Area or land adjacent to the Easement Area that is or could be a hazard to the Grantee or any user of the Cycleway; or

(c) use the Burdened Land adjacent to the Easement Area in any way which causes or is likely to cause damage to the Cycleway; or

(d) do anything to obstruct users of the Cycleway (whether by parking vehicles, depositing materials, or placing any other impediment on the Cycleway).

4.2. Despite the restrictions in clause 4.1, the Grantor will not be liable for any disruption to the Cycleway caused by any third party, natural event, or other circumstances beyond the control of the Grantor.

4.3. The Grantor will not grant to any other person any rights or interest in the Easement Area without the Grantee's prior written consent.

4.4. The Grantor will use best endeavours, as soon as practicable, to bring to the Grantee's attention any maintenance issue which it observes on the Easement Area that it considers requires the attention of the Grantee. For the avoidance of doubt, there is no requirement for the Grantor to inspect the Easement Area for any issues relating to maintenance and repair.

5. GRANTEE'S OBLIGATIONS

5.1 . The Grantee must:

(a) Regularly remove rubbish from the Easement Area; and

(b) Ensure the Easement Area is maintained in a clean and tidy manner; and

(c) Include in any signs erected on or near the Easement Area notification that the Burdened Land adjacent to the Easement Area is private property and that any use of that land without the Grantor's consent is prohibited.

Form L

Annexure Schedule 2 Page 6 of 7 Pages

Insert instrument type

Easement instrument to grant easement

6. REPAIR AND MAINTENANCE OBLIGATIONS

6.1. Subject to clause 6.2, the Grantee is solely responsible for arranging the repair and maintenance of the Cycleway, including ensuring that the fencing around it provides safe and secure livestock exclusion, and for all associated costs, to keep the Cycleway in good order and to prevent it from becoming a danger or nuisance.

6.2 Despite clause 6.1, the Grantor or Grantee must properly and promptly carry out at that party's sole cost any repair and maintenance of the Cycleway that is attributable solely to an act or omission by that party (or that party's agents, contractors, employees, invitees, licensees or tenants) provided that if the repair and maintenance of the Cycleway is only partly attributable to an act or omission by the Grantor or Grantee, that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission and the balance of those costs shall be payable in accordance with clause 6.1.

6.3 The party responsible for repair and/or maintenance under this easement must meet any associated requirements of the relevant local authority.

6.4. For the avoidance of doubt, unless specifically provided for in this easement or with the consent of the Grantor, this easement does not give any person the right to go, pass, re- pass, occupy or use in any other way, the Burdened Land outside the Easement Area.

7. DEFAULT

7.1. If the Grantor or the Grantee does not meet the obligations implied or specified in this easement:

(a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 14 Working Days from service of the notice of default, the other party may meet the obligation;

(b) if, at the expiry of the 14-Working-Day period, the party in default has not met the obligation, the other party may:

(i) meet the obligation; and

(ii) for that purpose, enter the Burdened Land;

(c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and

(d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

Form L

Annexure Schedule 2 Page 7 of 7 Pages

Insert instrument type

Easement instrument to grant easement

8. DISPUTES

8.1 If a dispute in relation to the easement arises between the parties under the easement:

(a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

(b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

(c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties);

(i) the dispute must be referred to arbitration under the Arbitration Act 1996; and

(ii) the arbitration must be conducted by a single arbitrator agreed by the parties or, failing agreement, appointed by the President of the branch of the New Zealand Law Society for the area in which the easement is located.

(d) if a situation arises that could place occupiers of the Owners Land or users of the Cycleway ar risk of personal injury, or cause serious harm to livestock or property, the Grantor or the Grantee may take such urgent remedial action as is necessary to avoid or minimize that risk. Immediate notice shall be given to the other party of the action taken, the reasons for it and shall attempt to reach agreement with the other party about a longer term response.

9. GRANTEE NOT BOUND IN ITS REGULATORY CAPACITY

9.1 The easement does not bind the Grantee in its capacity as regulatory authority in any way and any consent or agreement the Grantee gives under this easement 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. 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.

10. STATUTORY RIGHTS AND POWERS

10.1 The rights in this easement are in substitution for those set out in the Land Transfer Regulations 2018 and Schedule 5 of the Property Law Act 2007 but otherwise the easement does not affect any statutory powers that the Grantee may have.

Title Plan - DP 575579

Survey Number	DP 575579
Surveyor Reference	B21277
Surveyor	Ben Owen Dennison
Survey Firm	CKL
Surveyor Declaration	I Ben Owen Dennison, being a licensed cadastral surveyor, certify that-- (a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and Cadastral Survey Rules 2021; and (b) the survey was undertaken by me or under my personal direction. Declared on 05 Jun 2024 09:15 AM

Survey Details

Dataset Description	Easements over Lot 2, 3 and 6 DP 332117		
Status	Deposited		
Land District	South Auckland	**Survey Class**	Class B
Submitted Date	05/06/2024	**Survey Approval Date**	12/06/2024
		Deposit Date	13/02/2025

Territorial Authorities

Waikato District

Comprised In

RT 131770

RT 131771

RT 131774

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Area A Deposited Plan 575579	Easement		
Area B Deposited Plan 575579	Easement		
Area C Deposited Plan 575579	Easement		
Area D Deposited Plan 575579	Easement		
Total Area		0.0000 Ha	

LT 575579 Schedule/Memorandum

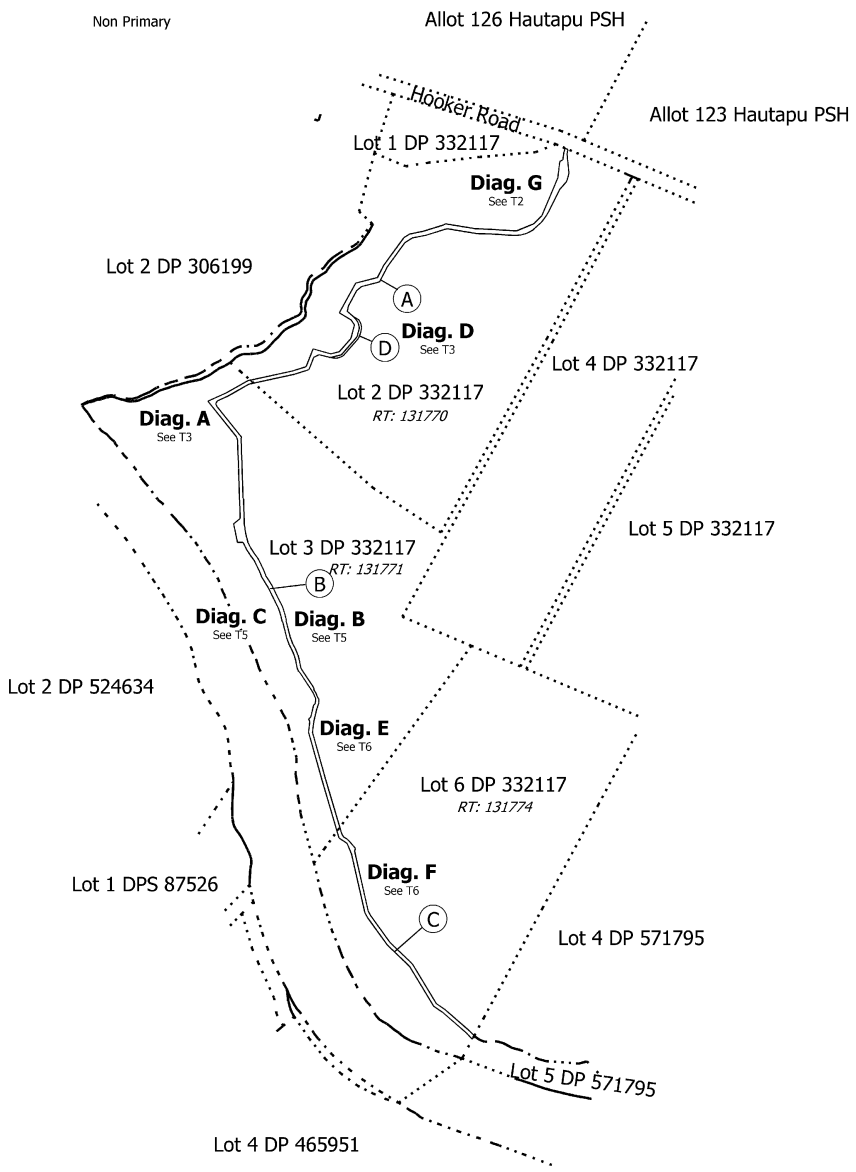
Land registration district	Territorial authority
South Auckland	Waikato District

Schedule of Easements in Gross

Parcels shown with a prefix of *HL-* include height-limited boundaries

PURPOSE	SHOWN	BURDENED LAND	GRANTEE
Pedestrian Access	A, D	Lot 2 DP 332117	Waikato District Council
" "	B	Lot 3 DP 332117	Waikato District Council
" "	C	Lot 6 DP 332117	Waikato District Council

Non Primary



T 1/6

CKL Ref: B21277

Land District: South Auckland Dataset Type: Parcels without Survey Information **Digitally Generated Plan** Generated on: 14/02/2025 10:52am Page 3 of 8	Easements over Lot 2, 3 and 6 DP 332117	Surveyor: Ben Owen Dennison Firm: CKL	Title Plan DP 575579 Deposited on: 13/02/2025

Diag. G
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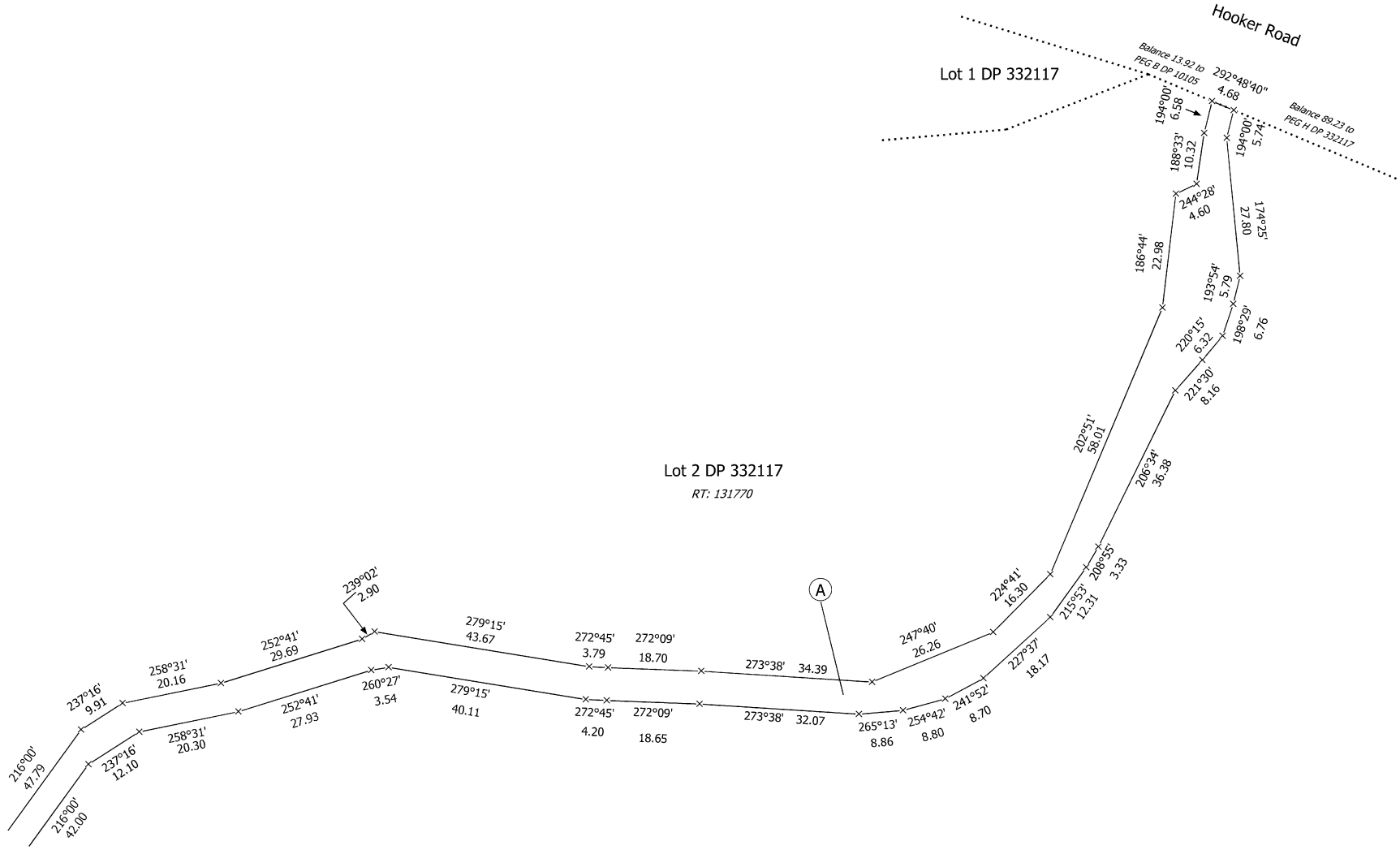

T 2/6

CKL Ref: B21277

Land District: South Auckland Dataset Type: Parcels without Survey Information **Digitally Generated Plan** Generated on: 14/02/2025 10:52am Page 4 of 8	Easements over Lot 2, 3 and 6 DP 332117	Surveyor: Ben Owen Dennison Firm: CKL	Title Plan DP 575579 Deposited on: 13/02/2025

Diag. D
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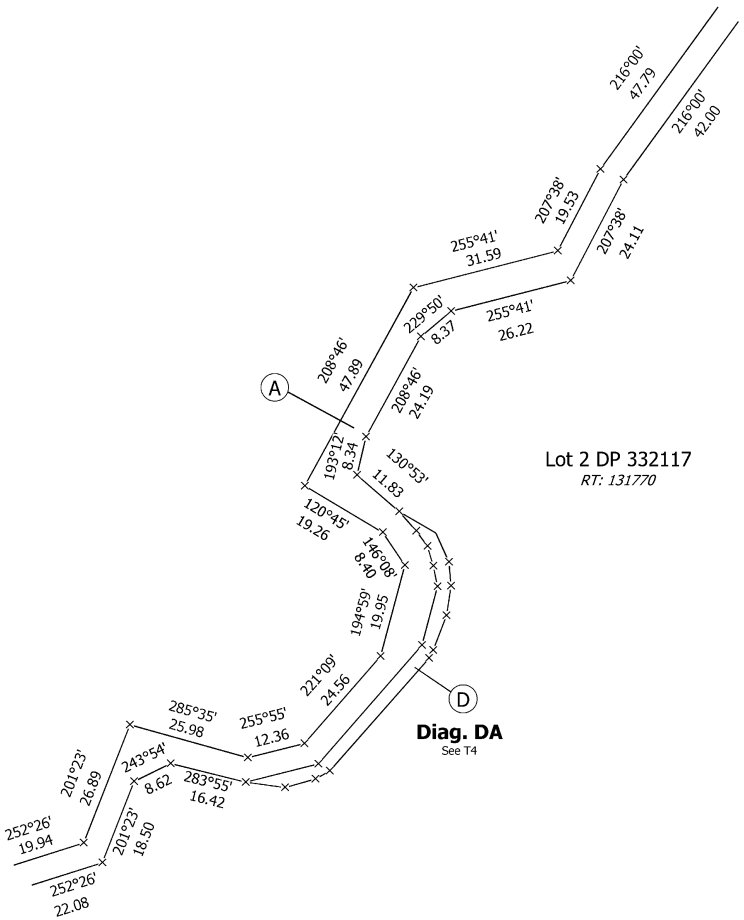

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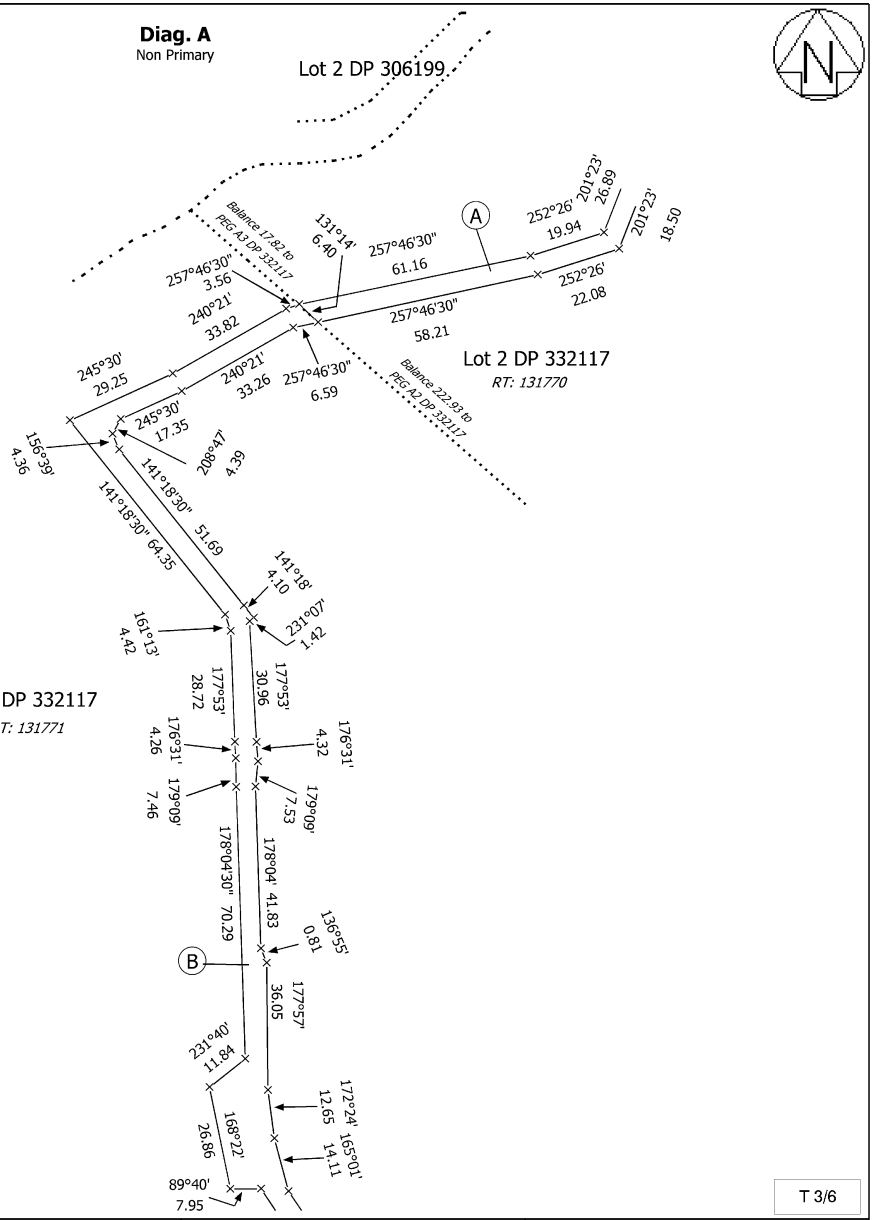
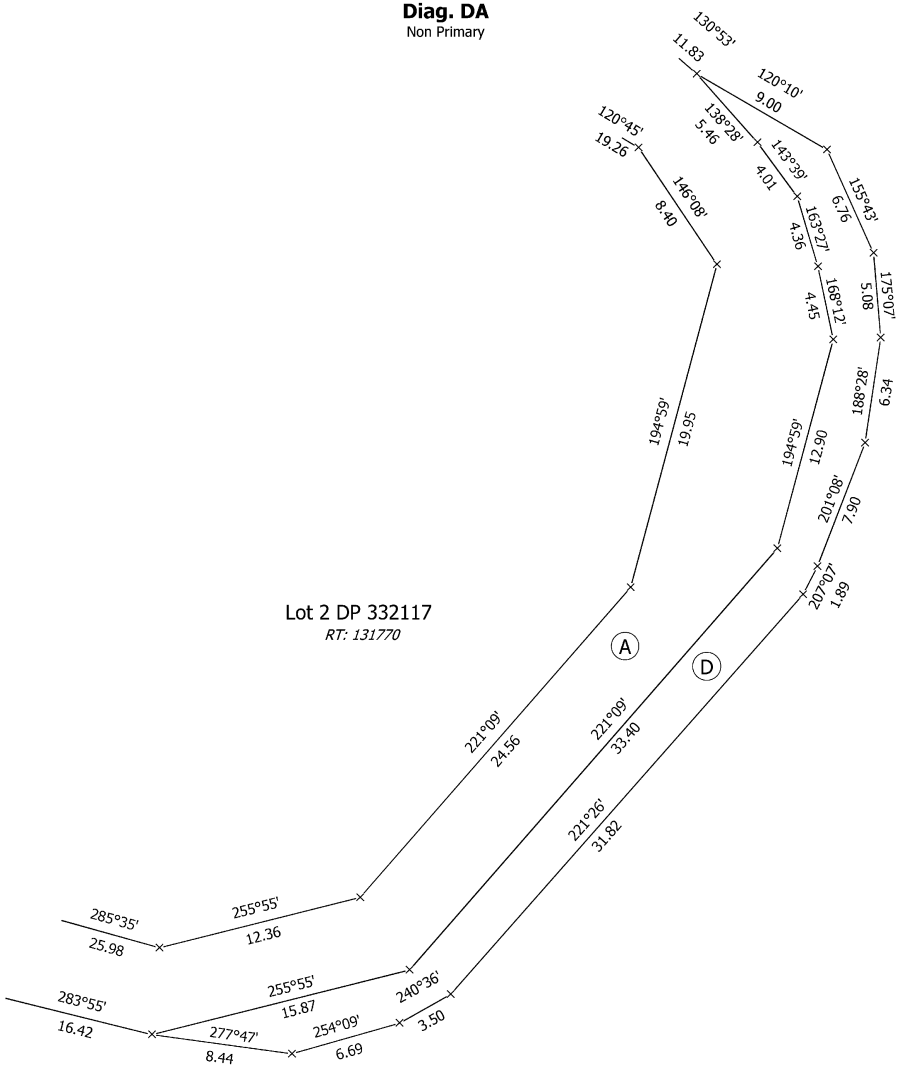


T 3/6

CKL Ref: B21277

Land District: South Auckland Dataset Type: Parcels without Survey Information **Digitally Generated Plan** Generated on: 14/02/2025 10:52am Page 5 of 8	Easements over Lot 2, 3 and 6 DP 332117	Surveyor: Ben Owen Dennison Firm: CKL	Title Plan DP 575579 Deposited on: 13/02/2025

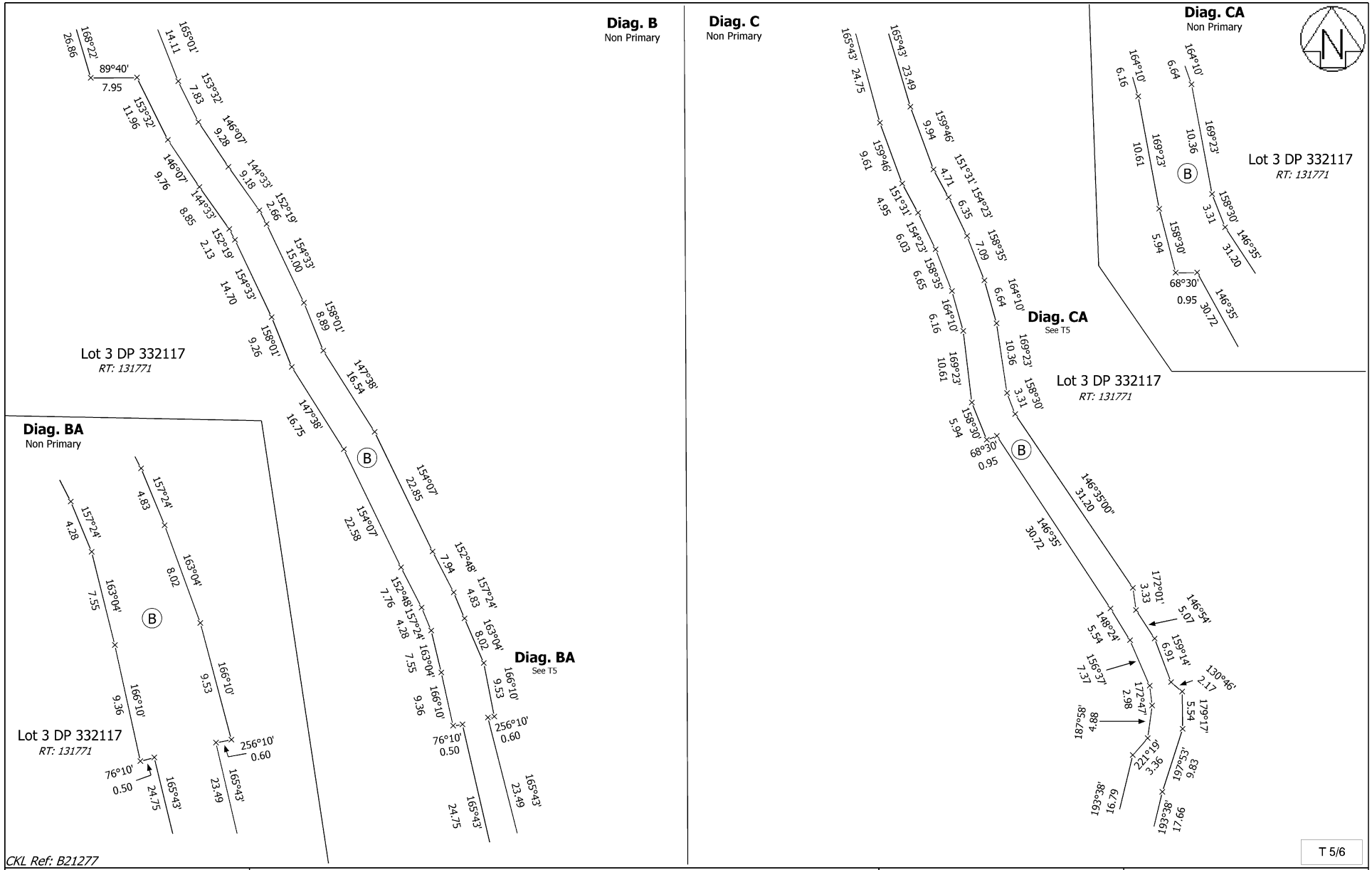
Diag. DA
Non Primary



T 4/6

CKL Ref: B21277

Land District: South Auckland Dataset Type: Parcels without Survey Information **Digitally Generated Plan** Generated on: 14/02/2025 10:52am Page 6 of 8	Easements over Lot 2, 3 and 6 DP 332117	Surveyor: Ben Owen Dennison Firm: CKL	Title Plan DP 575579 Deposited on: 13/02/2025



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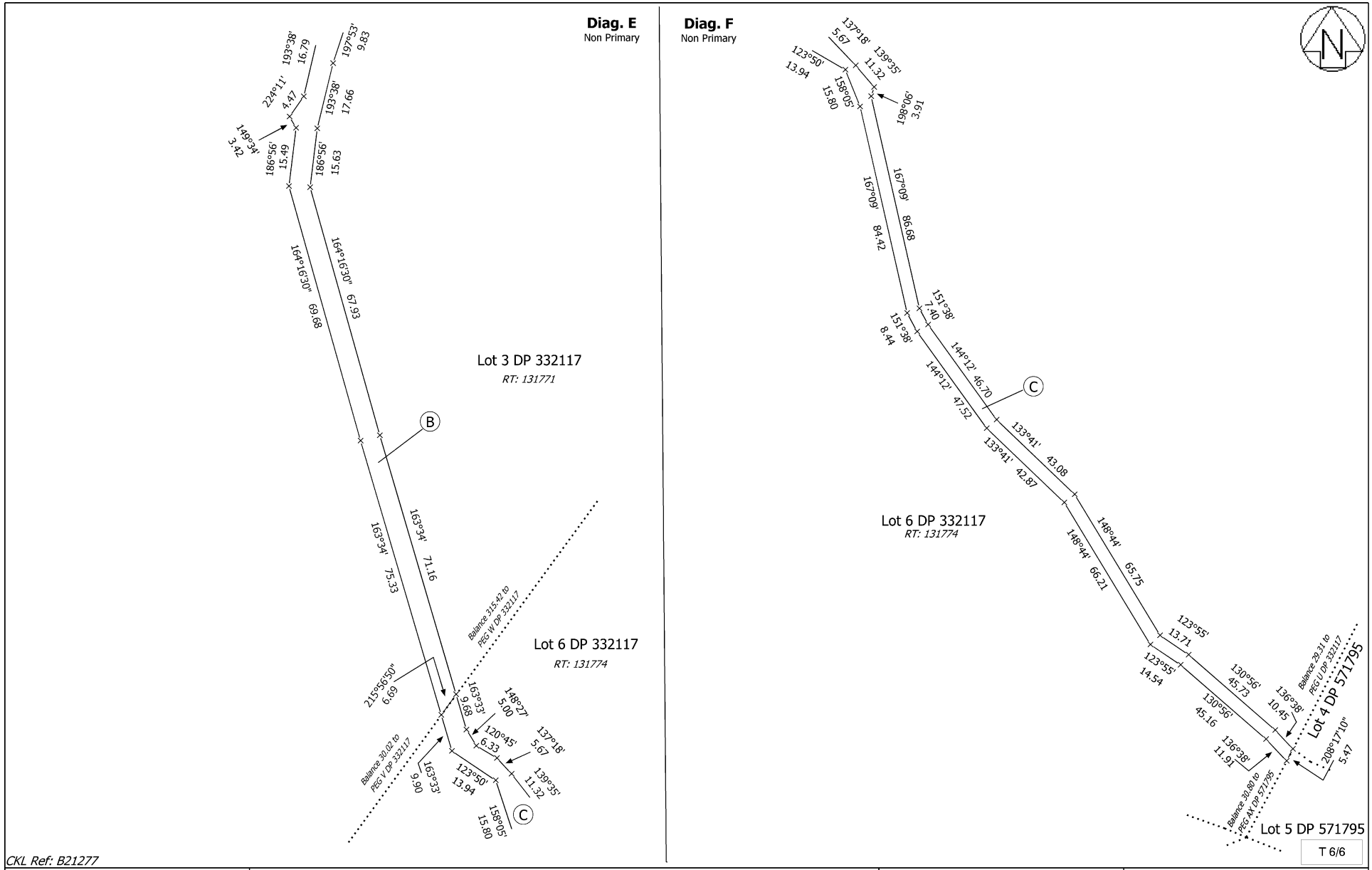

CKL Ref: B21277

Land District: South Auckland Dataset Type: Parcels without Survey Information **Digitally Generated Plan** Generated on: 14/02/2025 10:52am Page 8 of 8	Easements over Lot 2, 3 and 6 DP 332117	Surveyor: Ben Owen Dennison Firm: CKL	Title Plan DP 575579 Deposited on: 13/02/2025