

planning focus

Document Set ID: 11541076
Version: 1, Version Date: 29/09/2025

14/670 CAMBRIDGE ROAD (LOT 3 DEPOSITED PLAN 433466)

- **Building Line Restriction S11884**

Building Line Restriction S11884 was established in 1951 under Section 5 of the Land Subdivision in Counties Act 1946. It applies to Lots 2 to 26 and Lot 28, which are part of a subdivision of Allotments 125, 370, and 372 in the Puniu Parish. The property at 14/670 Cambridge Road includes Lots 1 and 2 of this subdivision (highlighted in yellow in Figure 2 below). The restriction prohibits the construction of buildings or hoardings within 5 metres of the southern side of the Te Awamutu–Cambridge Main Highway No. 319.

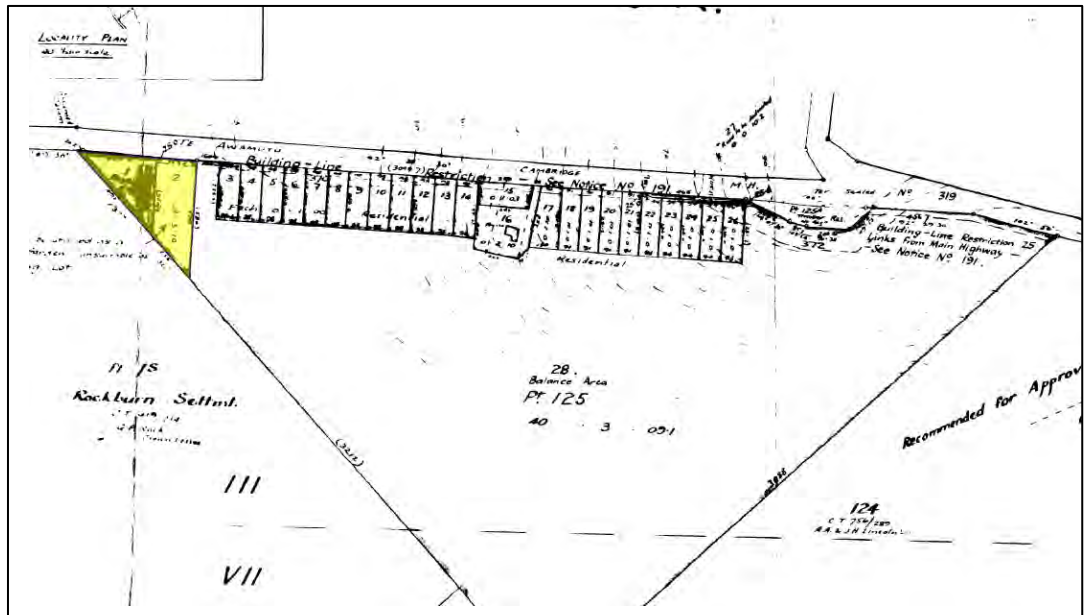


Figure 2: Building Line Restriction Plan

- **Easement Instrument 8279271.4**

This easement grants rights of way over the areas marked 'A' and 'B' in Figure 1 above, and 'C' in Figure 3 below, all located within 650 Cambridge Road.

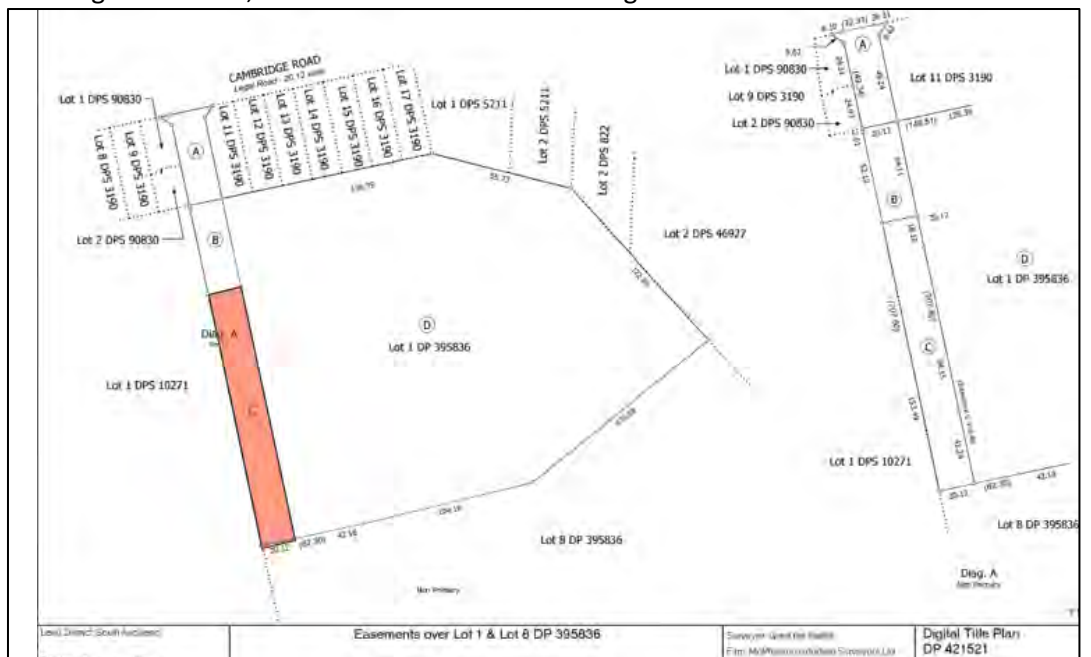


Figure 3: Title Plan DP 421521

- **Consent Notice 8307979.3**

This Consent Notice requires that service connections and vehicle entrances be installed in accordance with the Council's relevant Code of Practice if any future development on this lot does not comply with the Operative Plan Change (53) and any subsequent land use consent application. Any contamination concerns must also be addressed as part of the land use consent process.

- **Easement Instrument 8567522.4**

This easement grants rights of way over various areas to enable access to the service lane along the eastern boundary of the Mega Centre. Specifically:

- o Lots 3 and 6 DP 433466 are granted rights of way over the area marked 'B' on Lot 2 DP 433466 (shown in beige in Figure 4);
- o Lots 2 and 6 DP 433466 are granted rights of way over the area marked 'C' on Lot 3 DP 433466 (shown in blue in Figure 4); and
- o Lots 2 and 3 DP 433466 are granted rights of way over the area marked 'R' on Lot 6 DP 433466 (shown in green in Figure 4).

- **Easement Instrument 8567522.5**

This easement grants rights of way over various areas to enable access to the service lane along the eastern boundary of the Mega Centre. Specifically:

- o Lot 1 DP 433466 is granted rights of way over the area marked 'B' on Lot 2 DP 433466 (shown in beige in Figure 4);
- o Lot 1 DP 433466 is granted rights of way over the area marked 'C' on Lot 3 DP 433466 (shown in blue in Figure 4); and
- o Lot 1 DP 433466 is granted rights of way over the area marked 'R' on Lot 6 DP 433466 (shown in green in Figure 4).

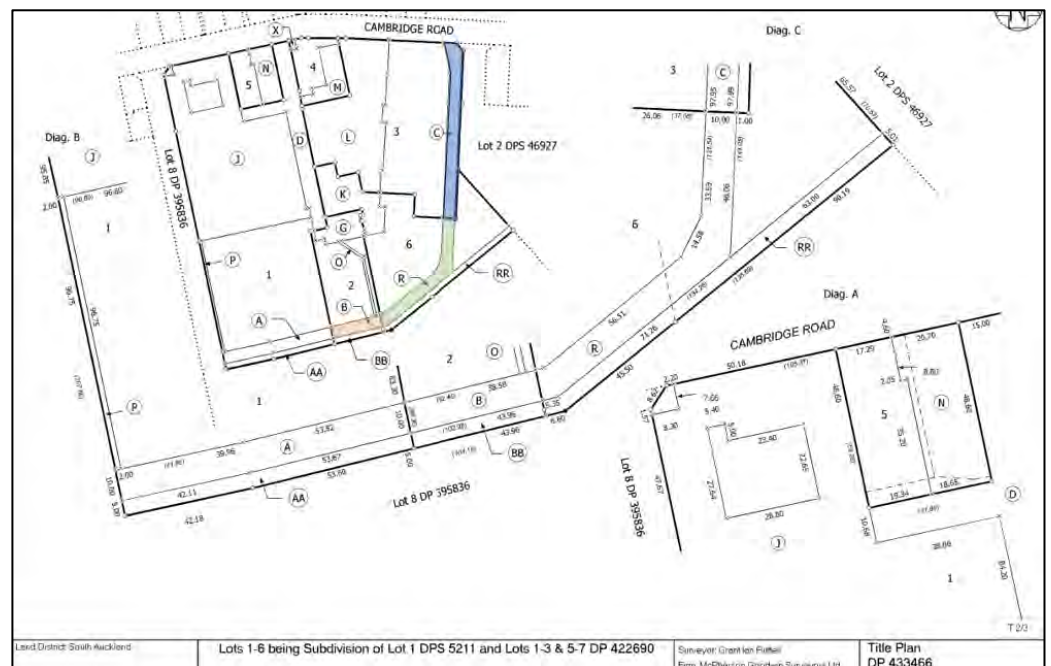


Figure 4: Title Plan DP 433466

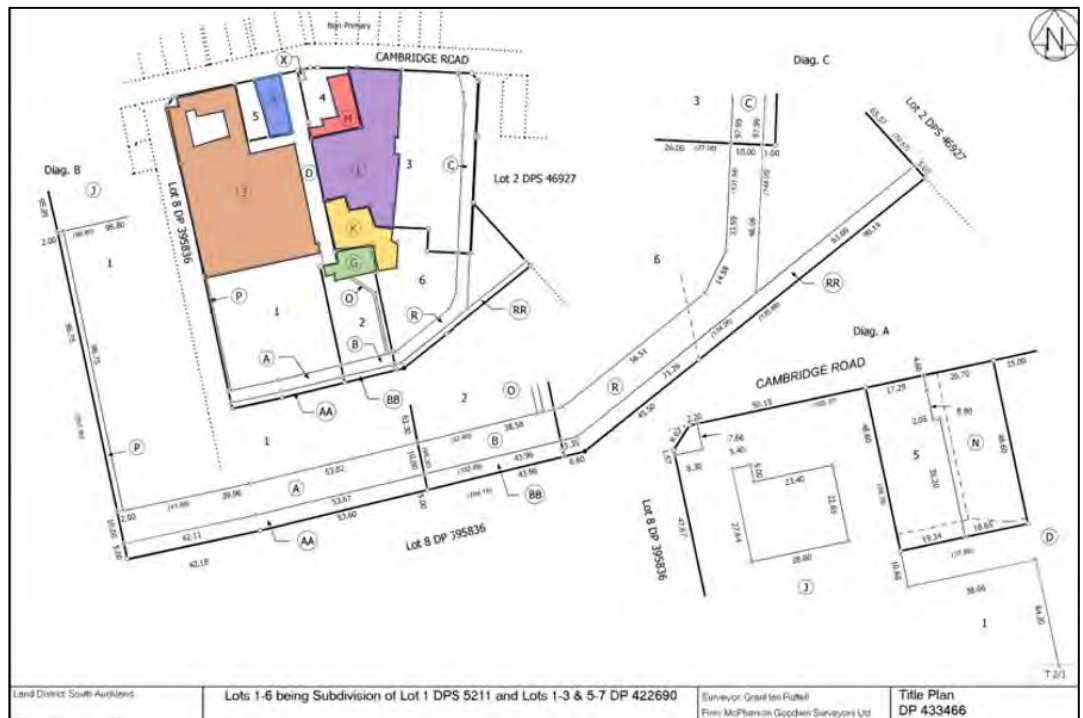


Figure 6: Title Plan DP 433466

- **Easement Instrument 8567522.9**

This easement provides rights to various parking areas. Specifically:

- o Lots 3 – 6 DP 433466 are granted parking rights over area marked 'G' on Lot 2 DP 433466 (shown as green in Figure 6);
- o Lots 2 – 5 DP 433466 are granted parking rights over area marked 'K' on Lot 6 DP 433466 (shown as yellow in Figure 6);
- o Lots 2, 4 – 6 DP 433466 are granted parking rights over area marked 'L' on Lot 3 DP 433466 (shown as purple in Figure 6);
- o Lots 2 – 6 DP 433466 are granted parking rights over area marked 'M' on Lot 4 DP 433466 (shown as red in Figure 6); and
- o Lots 2 – 6 DP 433466 are granted parking rights over area marked 'N' on Lot 5 DP 433466 (shown as blue in Figure 6).

- **Easement Instrument 8567522.10**

This easement provides rights to drain water over Lot 1 DP 433466. Specifically:

- o Lots 2 – 6 DP 433466 are granted rights to drain water over area marked 'A' on Lot 1 DP 433466 (shown as blue in Figure 7);
- o Lots 2 – 6 DP 433466 are granted rights to drain water over area marked 'J' on Lot 1 DP 433466 (shown as brown in Figure 7);
- o Lots 2 – 6 DP 433466 are granted rights to drain water over area marked 'P' on Lot 1 DP 433466 (shown as yellow in Figure 7);
- o Lots 2 – 6 DP 433466 are granted rights to drain water over area marked 'AA' on Lot 1 DP 433466 (shown as purple in Figure 7);
- o Lots 2 – 6 DP 433466 are granted rights to drain water over area marked 'D' on Lot 1 DP 433466 (shown as red in Figure 7);

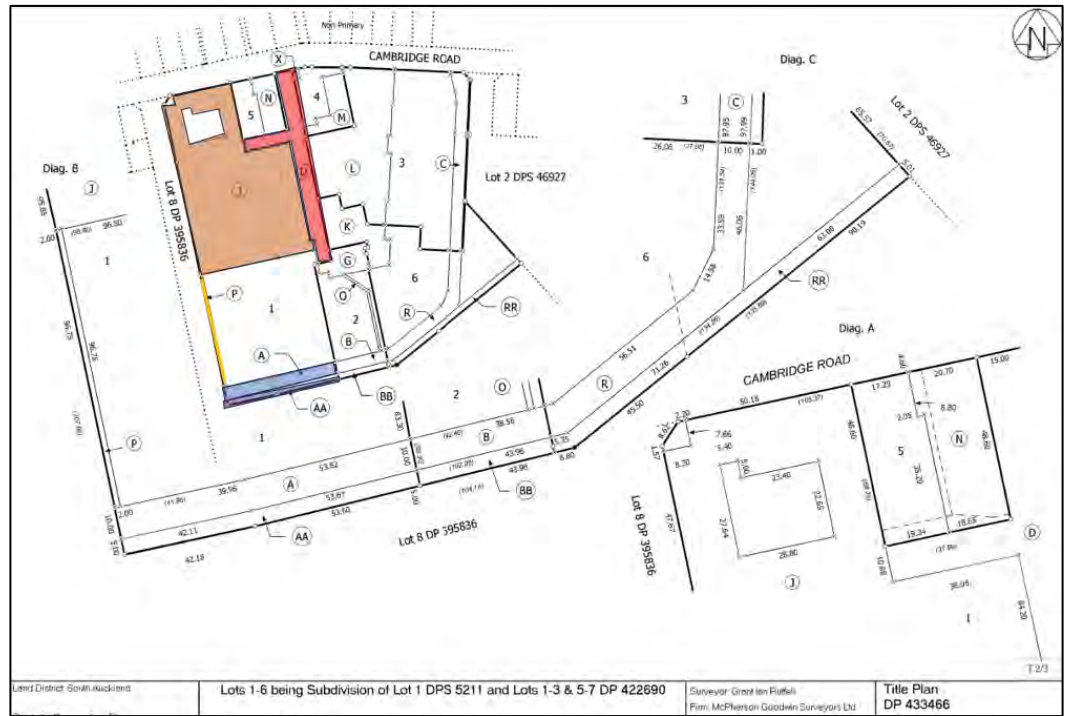


Figure 7: Title Plan DP 433466

- **Easement Instrument 8567522.12**

This easement provides rights to drain water. Specifically:

- o Lot 6 DP 433466 is granted rights to drain water over areas marked 'G', 'B', 'BB' on Lot 6 DP 433466 (shown as blue in Figure 8);
- o Lots 4 and 6 DP 433466 are granted rights to drain water over area marked 'L' on Lot 3 DP 433466 (shown as purple in Figure 6);
- o Lot 3 DP 433466 is granted rights to drain water over area marked 'M' on Lot 4 DP 433466 (shown as red in Figure 6);
- o Lot 4 DP 433466 is granted rights to drain water over area marked 'N' on Lot 5 DP 433466 (shown as blue in Figure 6);
- o Lots 2 and 3 DP 433466 are granted rights to drain water over area marked 'K', 'R', 'RR' on Lot 1 DP 433466 (shown as yellow in Figure 8);



Figure 8: Title Plan DP 433466

- **Easement Instrument 8567522.18**

This easement provides rights to convey water. Specifically:

- o Lots 2 and 6 DP 433466 are granted rights to convey water over area marked 'C' on Lot 3 DP 433466 (shown as blue in Figure 4); and
- o Lot 2 DP 433466 is granted rights to convey water over area marked 'R' on Lot 6 DP 433466 (shown as green in Figure 4).

- **Easement Instrument 8567522.19**

This easement provides rights to convey electricity. Specifically:

- o Lots 2 and 6 DP 433466 are granted rights to convey water over area marked 'C' on Lot 3 DP 433466 (shown as blue in Figure 4); and
- o Lot 2 DP 433466 is granted rights to convey water over area marked 'R' on Lot 6 DP 433466 (shown as green in Figure 4).

- **Easement Instrument 8567522.20**

This easement provides rights to convey telecommunications and computer media. Specifically:

- o Lots 2 and 6 DP 433466 are granted rights to convey water over area marked 'C' on Lot 3 DP 433466 (shown as blue in Figure 4); and
- o Lot 2 DP 433466 is granted rights to convey water over area marked 'R' on Lot 6 DP 433466 (shown as green in Figure 4).

- **Land Covenant 8567522.22**

This private land covenant restricts the establishment and operation of any wholesale or retail trade of timber or home hardware products on Lot 1 DP 433466 where such use is the principal activity on Lots 2 to 6 DP 433466.

- **Land Covenant 8567522.24**

This private land covenant restricts the establishment and operation of a supermarket, butcher, bakery, delicatessen, a green grocer, petrol station, and the sale of liquor on Lot 3 DP 433466.

- **Transfer 9257720.2**

This easement provides rights to Lots 1 and 2 DP 449508 and Lot 2 DP 433466 to convey electricity, telecommunications and computer media on area marked 'H' & 'I' on Lot 3 DP 433466 (shown as red in Figure 9).

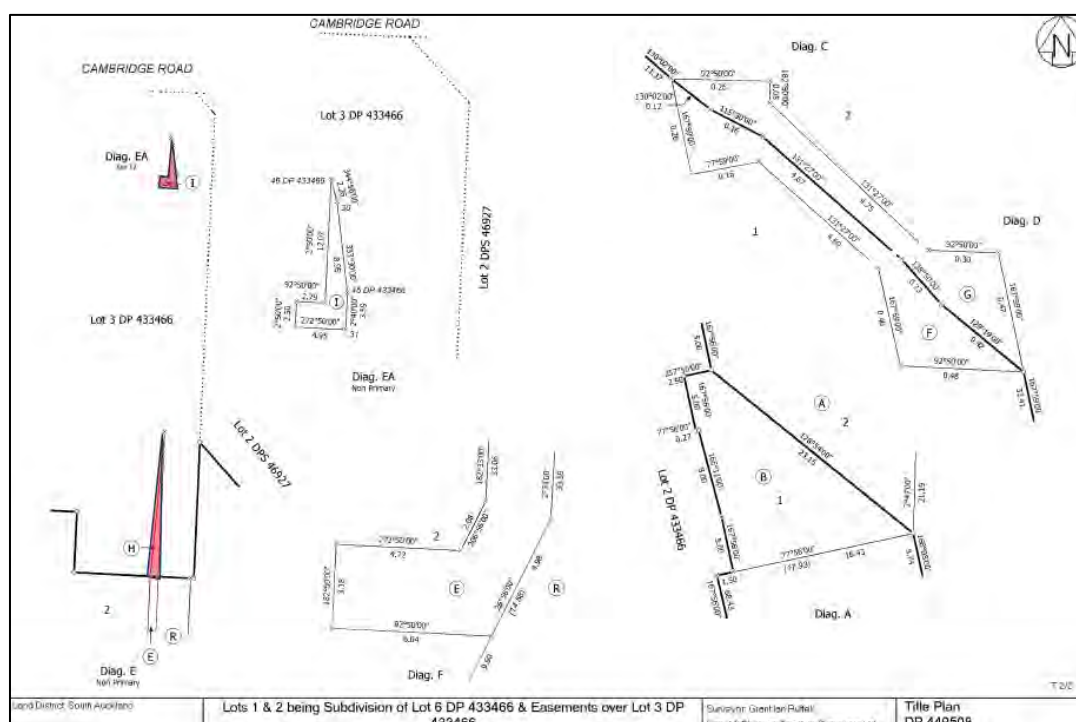


Figure 9: Title Plan DP 449508

1/670 & 2/670 CAMBRIDGE ROAD, TE AWAMUTU (LOT 5 DP 433466)

- **Building Line Restriction S61351**

This Building Line Restriction was established in 1954 under Section 5 of the Land Subdivision in Counties Act 1946 and prohibits the construction of buildings or hoardings within 5 metres of the southern side of the Te Awamutu–Cambridge Main Highway No. 319.

- **Consent Notice 8307979.3**

Detailed above.

- **Easement Instruments 8279271.4, 8567522.6, 8567522.7, 8567522.8, 8567522.9, 8567522.10, 8567522.11, 8567522.12, 8567522.13, 8567522.14**

Detailed above

- **Land Covenants 8567522.22, 8567522.23**

As detailed above.

3/670 CAMBRIDGE ROAD, TE AWAMUTU (LOT 1 DP 433466)

- **Building Line Restriction S61351**

Detailed above.

- **Easement Instruments 8279271.4, 8567522.5, 8567522.6, 8567522.7, 8567522.8, 8567522.10**

As detailed above.

- **Consent Notice 8307979.3**

As detailed above.

- **Land Covenants 8567522.22 and 8567522.24**

As detailed above.

- **Easement Instrument 8567522.11**

This easement provides rights to drain water. Specifically:

- Lot 1 DP 433466 is granted rights to drain water over areas marked 'B', 'BB', and 'G' on Lot 2 DP 433466 (shown as blue in Figure 8); and
- Lot 1 DP 433466 is granted rights to drain water over areas marked 'N' on Lot 5 DP 433466 (shown as blue in Figure 6).

- **Easement Instrument 8567522.13**

This easement provides rights to drain sewerage. Specifically:

- Lot 1 DP 433466 is granted rights to drain sewerage over areas marked 'B', 'BB', and 'G' on Lot 2 DP 433466 (shown as blue in Figure 8); and
- Lot 1 DP 433466 is granted rights to drain sewerage over the area marked 'N' on Lot 5 DP 433466 (shown as blue in Figure 6).

- **Easement Instrument 8567522.15**

This easement provides rights to drain sewerage. Specifically:

- Lots 2 and 6 DP 433466 are granted rights to drain sewerage over areas marked 'D' and 'J' on Lot 1 DP 433466 (shown as brown and red in Figure 7).

- **Easement Instrument 8567522.16**

This easement provides Lot 1 DP 433466 rights to drain sewerage over the area marked 'BB' on Lot 2 DP 433466 (shown as blue in Figure 8).

- **Land Covenant 8567522.23**

This land covenant restricts the establishment and operation of a supermarket, butcher, bakery, delicatessen, a green grocer, petrol station, and the sale of liquor on Lots 2, 4 – 6 DP 433466.

4/670 - 7/670 CAMBRIDGE ROA, TE AWAMUTU (LOT 1 DEPOSITED PLAN 449508 & LOT 2 DP 433466)

- **Consent Notice 8307979.3**

As detailed above

- **Easement Instruments 8279271.4 8567522.5, 8567522.6, 8567522.7, 8567522.8, 8567522.9, 8567522.10, 8567522.11, 8567522.12, 8567522.13, 8567522.15, 8567522.16, 8567522.17, 8567522.18, 8567522.19, 8567522.20**

As detailed above

- **Easement Instrument 8567522.14**

This easement provides rights to drain sewerage. Specifically:

- Lot 6 DP 433466 is granted rights to drain sewerage over areas marked 'B', 'BB', and 'G' on Lot 2 DP 433466 (shown as blue in Figure 8); and
- Lots 2 and 6 DP 433466 are granted rights to drain sewerage over the area marked 'N' on Lot 5 DP 433466 (shown as blue in Figure 6).

- **Easement Instrument 8567522.17**

This easement provides Lot 6 DP 433466 rights to use sewerage pumping station over the area marked 'BB' on Lot 2 DP 433466 (shown as blue in Figure 8).

- **Easement Instrument 8567522.21**

This easement provides Lots 2 and 6 DP 433466 rights to display signs over the area marked 'X' on Lot 4 DP 433466 (shown as green in Figure 10).

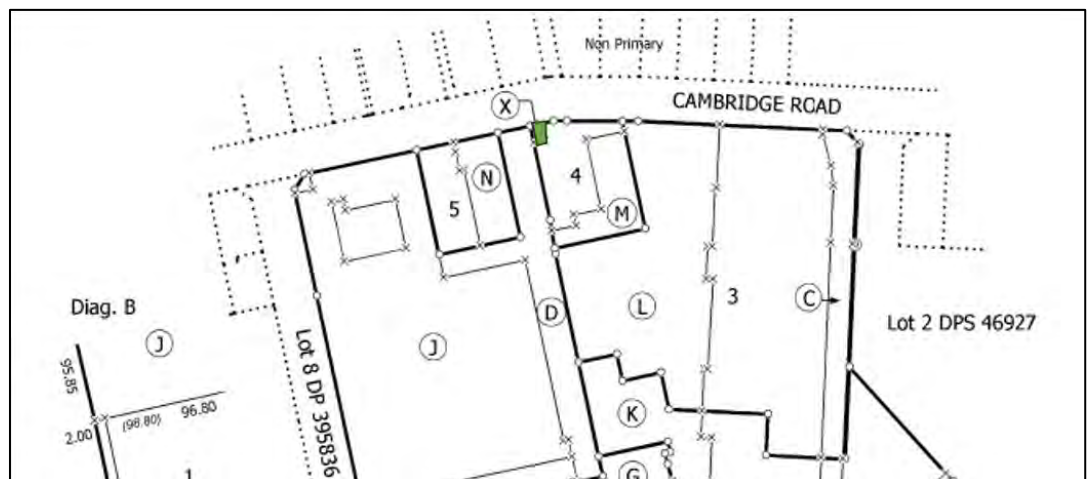


Figure 10: Title Plan DP 449508

- **Land Covenants 8567522.22, 8567522.23**

As detailed above.

- **Consent Notice 8307979.3**

Detailed above.

- **Easement Instruments 8279271.4, 8567522.5, 8567522.6, 8567522.7, 8567522.8, 8567522.9, 8567522.10, 8567522.12, 8567522.14, 8567522.15, 8567522.17, 8567522.18, 8567522.19, 8567522.20, 8567522.21**

Detailed above.

- **Land Covenants 8567522.22, 8567522.23**

Detailed above.

- **Easement Instrument 8951896.2**

This easement provides rights to various matters. Specifically:

- o Lot 2 DP 449508 is granted right of way, right to drain, right to convey water, electricity, telecommunications and computer media over the area marked 'C' on Lot 1 DP 449508 (shown as yellow in Figure 11);
- o Lot 1 DP 449508 is granted right of way, right to drain, right to convey water, electricity, telecommunications and computer media over the area marked 'R' on Lot 2 DP 449508 (shown as green in Figure 11);
- o Lot 1 DP 449508 is granted rights to drain water over the area marked 'RR' on Lot 2 DP 449508 (shown as blue in Figure 11);
- o Lot 2 DP 449508 is granted rights to drain water over the area marked 'D' on Lot 1 DP 449508 (shown as orange in Figure 11);
- o Lot 2 DP 449508 is granted rights to drain water and parking over the area marked 'A' on Lot 1 DP 4495080 (shown as purple in Figure 11);
- o Lot 1 DP 449508 is granted rights to drain water and parking over the area marked 'B' on Lot 2 DP 4495080 (shown as pink in Figure 11);
- o Lot 2 DP 449508 is granted rights to support a wall over the area marked 'F' on Lot 1 DP 4495080 (shown as red in Figure 11); and
- o Lot 1 DP 449508 is granted rights to support a wall over the area marked 'G' on Lot 2 DP 4495080 (shown as red in Figure 11);

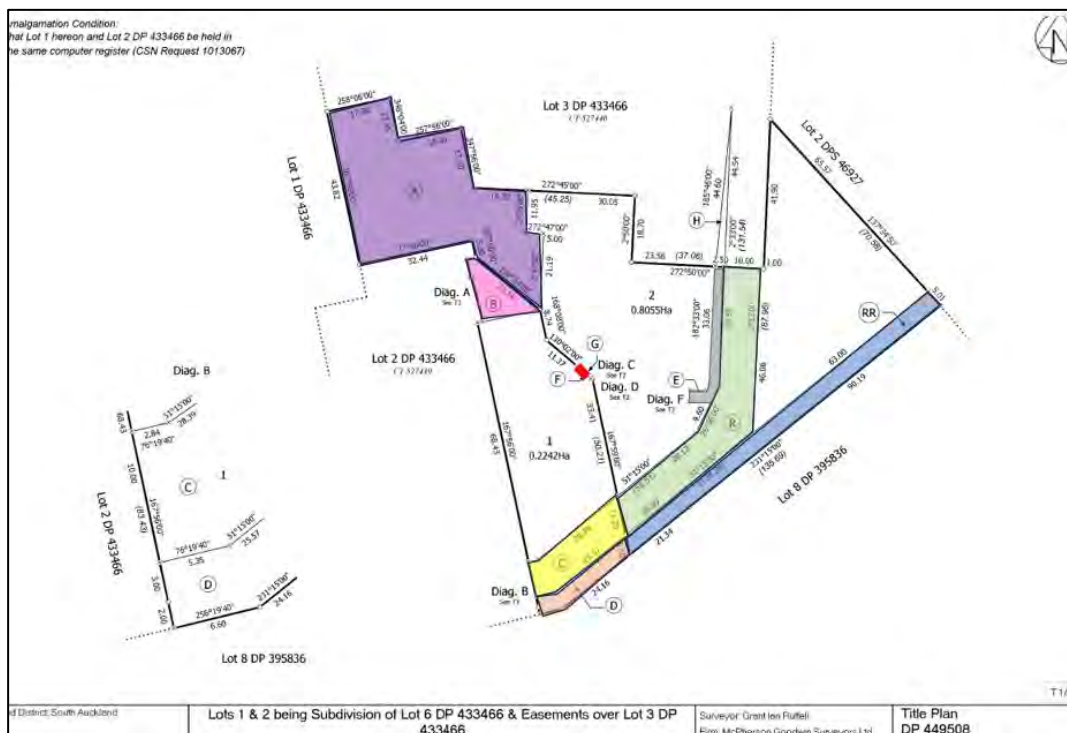


Figure 11: Title Plan DP 449508

- **Grant of Easement without Transfer 9257720.1**

This easement provides Lot 1 DP 449508 and Lot 2 DP 433466 rights to convey electricity, telecommunications and computer media over the area marked 'E' on Lot 2 DP 449508 (shown as grey in Figure 11).

- **Grant of Easement without Transfer 9257720.2**

This easement provides Lots 1 and 2 DP 449508 and Lot 2 DP 433466 rights to convey electricity, telecommunications and computer media over the areas marked 'H', and 'I' on Lot 3 DP 443466 (shown as red in Figure 9).

15/670 CAMBRIDGE ROAD, TE AWAMUTU (LOT 4 DEPOSITED PLAN 433466)

- **Building Line Restriction S11884**

Detailed above

- **Easement Instruments 8279271.4, 8567522.6, 8567522.7, 8567522.8, 8567522.9, 8567522.10, 8567522.12, 8567522.21**

Detailed above.

- **Consent Notice 8307979.3**

Detailed above.

- **Land Covenants 8567522.22, 8567522.23**

Detailed above.

Appendix 1 – 638 Cambridge Road



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **SA5B/1137**
Land Registration District **South Auckland**
Date Issued 24 February 1966

Prior References
SA5A/526

Estate Fee Simple
Area 4.0494 hectares more or less
Legal Description Lot 1 Deposited Plan South Auckland
10271

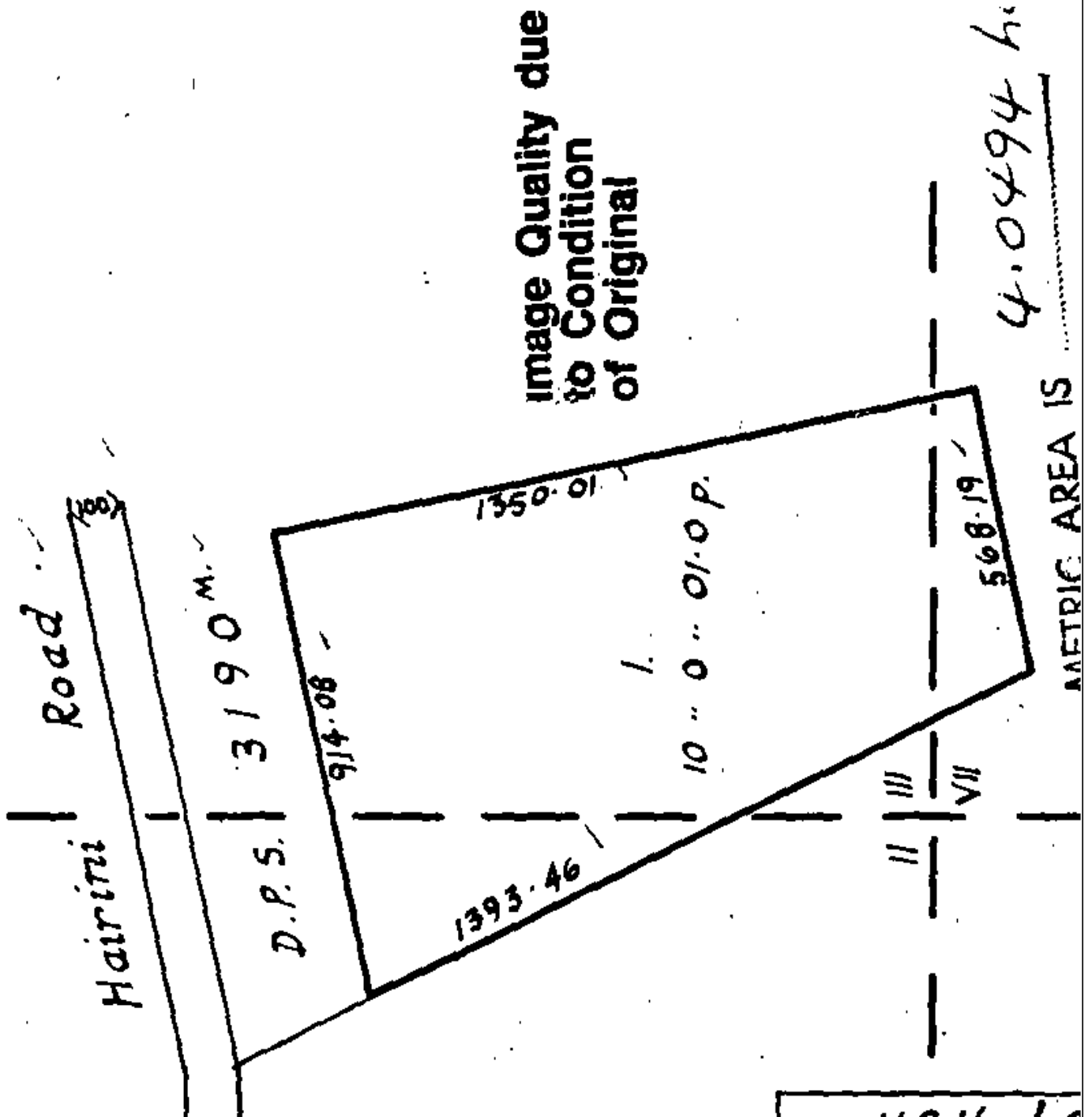
Registered Owners
638 Limited

Interests

Subject to Section 206 Land Act 1924

Appurtenant hereto is a right of way and right to convey water, and telecommunications and electricity rights created by
Transfer B539961.1 - 27.4.1999 at 12.11 pm

Appurtenant hereto is a right of way and a right to convey water, electricity and telecommunications created by Easement
Instrument 9036126.1 - 8.5.2012 at 8:43 am



B 539961.1 TE

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

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

Land Registration District

SOUTH AUCKLAND

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

37B

498
948

ALL

Transferor Surnames must be underlined

RICHARD ALLAN OTTO AND CRAIG TERRENCE SANDERS

Transferee Surnames must be underlined

PAUL GREGORY DYSON AND JULIE MAY DYSON

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

Easements of right-of-way, of right to convey water, of electricity and of telecommunications (continued on page 2 annexure schedule)

Consideration

\$1.00

Operative Clause

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

Dated this 10 day of DECEMBER 1998

Attestation

X Craig Sanders

Richard Otto

Signed in my presence by the Transferor

Signature of Witness

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

Witness name

Occupation

Address

LOUISE EWART
SOLICITOR
TE AWAMUTU

Signature or common seal of Transferor

(continued on page 2 annexure schedule)

Certified correct for the purposes of the Land Transfer Act 1952

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

REF: 4-35

Louise Ewart
Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

10-12-98

Page

2

of

2

Pages

Continuation of "Estate or Interest to be created"

The Transferee will have a right-of-way and the right to convey water, electricity and telecommunications over that part of the land in Certificates of Title 37B/498 marked 'A' on DPS 82550 being forever appurtenant to the land of the Transferee contained in Certificate of Title 5B/1137

RIGHTS AND POWERS

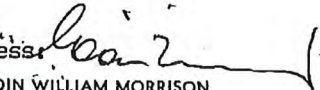
1. Right of Way - the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952.
2. Right to convey water - the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952.
3. Right to convey electricity - the same rights and powers set out in Clauses 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952 with the following amendments:
 - (i) in lieu of the word "water" in Clause 2 shall be read the word "electricity",
 - (ii) in lieu of the words "line of pipes," "pipe or pipes" and "pipeline" in Clause 5 shall be read the words "wires, cables, conduits and associated fittings"
4. Right to convey telecommunications - the same rights and powers set out in Clauses 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952 with the following amendments:
 - (i) in lieu of the word "water" in Clause 2 shall be read the word "telecommunications",
 - (ii) in lieu of the words "line of pipes," "pipe or pipes" and "pipeline" in Clause 5 shall be read the words "wires, cables, conduits and associated fittings"

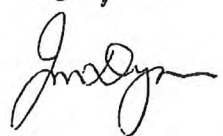
5. ARBITRATION

If any dispute or difference arises between the respective proprietors of the dominant and servient tenements in any way arising out of or in connection with these easements the dispute or difference must be referred at the request of any party to arbitration under the Arbitration Act 1966. If the parties to the dispute or difference fail to agree upon an arbitrator within 7 days of the issue being submitted to them any party may require the President or other chief presiding officer of the Waikato Bay of Plenty District Law Society to nominate an arbitrator and that nomination will then bind the parties.

Continuation of "Attestation"

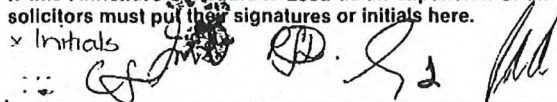
Signed in my presence by the ^{Transferees} ~~said~~ PAUL GREGORY DYSON
and JULIE MAY DYSON

Signature of Witness: 
Witness Name: EOIN WILLIAM MORRISON
Occupation: SOLICITOR
Address: TE AWAAMUTU

Signatures: 

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

x Initials



Schedule 9

Rights implied in easements of vehicular right of way

- This Schedule was inserted, as from 6 November 1986, by section 6 Property Law Amendment Act 1986 (1986 No 106).

1

- The right of the grantee, the grantee's servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, the grantor's tenants, and any other person lawfully entitled) at all times by day and by night to go, pass, and repass, with or without vehicles, machinery, and implements of any kind, over and along the land over which the easement is granted.

2

- The following rights of the occupiers of the land for the benefit of which, and the land over which, the easement is granted:
 - (a) The right to establish a driveway, and to effect necessary repairs to any existing driveway, and to carry out any necessary maintenance and upkeep, where necessary altering the state of the land over which the easement is granted; and any necessary rights of entry on the land over which the easement is granted with or without machinery, plant, and equipment:
 - (b) The right to have that land over which the easement is granted kept clear at all times of obstructions whether caused by parked vehicles, deposit of materials, or unreasonable impediment to the use and enjoyment of the driveway:
 - (c) The right to a reasonable contribution from other occupiers towards the cost of establishment, maintenance, upkeep, and repair of the driveway to an appropriate standard:
 - (d) The right to recover from the other occupiers the cost of repairs to the driveway occasioned by any wilful or negligent act, and all such costs occasioned by them, their agents, servants, contractors, permitted occupants, residents, or invitees arising out of the use of the driveway:
 - (e) Where work is carried out by one occupier on the land of an adjoining owner pursuant to paragraph (b) of this clause or to any order of a Court, the right of the latter owner or occupier to have the land restored as far as possible to its former condition after the completion of the work, subject to the right of contribution described in paragraph (c) of this clause.

View Instrument Details



Instrument No 9036126.1
Status Registered
Date & Time Lodged 08 May 2012 08:43
Lodged By Claydon, Bradie Maree
Instrument Type Easement Instrument



Affected Computer Registers Land District

382503	South Auckland
SA5B/1137	South Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage 5265610.1 has consented to this transaction and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 8919975.5 has consented to this transaction and I hold that consent ☒

Signature

Signed by Garth William OBrien as Grantor Representative on 07/05/2012 04:59 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 Garth William OBrien as Grantee Representative on 07/05/2012 04:59 PM

*** End of Report ***

Easement instrument to grant easement or profit à prendre, or create land covenant
(Sections 80A and 80F Land Transfer Act 1952)

20096225EC
APPROVED
Registrar-General of Land

Grantor
MARK JAMES THOMPSON as to a 1/2 share and NORAH THOMPSON as to a 1/2 share

Grantee
PAUL GREGORY DYSON as to a 1/4 share and JULIE MAY DYSON as to a 1/4 share

Grant of Easement or Profit à prendre or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and if so stated, in gross) the easement(s) or profit(s) 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)

Schedule A Continue in additional Annexure Schedule if required			
Purpose (Nature and extent) of easement, profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way, Right to convey water, electricity and telecommunications	C, D C/L 425523	Lot 8 DP 395339 (CT 352503)	Lot 1 DP8 10271 (CT 54551137)
		me 770	16

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

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

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

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

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

[the provisions set out in Annexure Schedule]

Covenant provisions

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

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

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

[Annexure Schedule]

9293

CONSENT BY MORTGAGEE

ASB BANK LIMITED as mortgagee under Mortgage No. 8919975.5, hereby consent to the registration of an easement for a right-of-way and right to convey water, electricity and telecommunications over their situated at Cambridge Road, Te Awamutu being Lot 8 DP395836 in Certificate of Title 382503 in favour of the property in the name of PALL GREGORY DYSON and JULIE MAY DYSON situated at 638 Cambridge Road, Te Awamutu.

This Consent is given without prejudice to ASB Bank Limited rights, remedies and Powers held under Mortgage No. 8919975.5.

DATED this day of 1 MAY 2012 2012

Signed by	Signature of Witness:
..... Craig Anthony Smith	 Witness name: Alex Andrew Bank Officer Auckland
Signed by	Signature of Witness:
.....	 ASB BANK LTD 121 Lambton Quay Wellington 6140
.....	Witness name:
.....	



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Craig Anthony Muir of Auckland, New Zealand, hereby certify:

1. THAT by a Deed dated 26 October 2011 and deposited with Land Information New Zealand and registered number 8914871.2 ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

- General Manager, Lending Operations
- Head of Lending Operations
- Manager, Lending Operations
- Legal Executive, Lending Operations
- General Manager, Retail Credit
- Head of Financial Help and Recoveries
- Senior Credit Recoveries Manager
- Credit Recoveries Manager
- Manager Business Risk

2. THAT I hold the appointment of Manager, Lending Operations with ASB Bank Limited

3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

Craig Anthony Muir

SIGNED at Auckland this 1 day of May 2012

V 2011.12

ASB BANK LIMITED A MEMBER OF THE COMMONWEALTH BANK OF AUSTRALIA GROUP
Telephone 1-800-377-0003 (toll-free) 09-239 2976 (Lending Operations, ASB Support Centre, 330 Dominion Road, Auckland)
P.O. Box 35, Shepherd Street, Auckland 1140, New Zealand www.asb.co.nz

CONSENT BY MORTGAGEE

THE NATIONAL BANK OF NEW ZEALAND LIMITED as mortgagee under Mortgage No. 5265610.1, hereby consents to the registration of an easement for a right-of-way and right to convey water, electricity and telecommunications over the property in the name of ~~RICHARD GREGORY~~ ^{ROSEMARY JENNIS PHILLIPS} ~~and GREGORY~~ ^{ROSEMARY JENNIS PHILLIPS} situated at Cambridge Road, Te Awamutu being Lot 8 DP395836 in Certificate of Title 382503 in favour of the property in the name of PAUL GREGORY DYSON and JILLIE MAY DYSON situated at 638 Cambridge Road, Te Awamutu.

This Consent is given without prejudice the National Bank of New Zealand Limited's rights, remedies and Powers held under Mortgage No. 5265610.1.

DATED this day of 18 MAY 2011 2011

Signed for and on behalf of the National Bank of New Zealand by its Attorneys	
ANIL SURESH CHANDRA	
Attorney Name	Signature of Witness: <i>Michael</i>
.....	WITNESS: SHARMAZ MOHAMMED
.....	OCCUPATION: BANK OFFICER
.....	ADDRESS: AUCKLAND
Attorney Name	Witness name:
.....	Bank Officer
.....	Auckland

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Anil Suresh Chandra of Auckland, New Zealand, Manager, Lending Services Centre of ANZ National Bank Limited, certify -

- 1. That by deed dated 28 June 1996, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.
- 2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland this day of 16 May 2011

Land Information New Zealand, Dealing Numbers:					
Auckland	as No.	B.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Nelson	as No.	644654.1
Dunedin	as No.	911369	New Plymouth	as No.	359781
Gisborne	as No.	G.210991	Wellington	as No.	433599
Hamilton	as No.	B.355185		as No.	R.530013.1

Appendix 2 – 670 Cambridge Road



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **527438**
Land Registration District **South Auckland**
Date Issued 04 October 2010

Prior References
491309

Estate Fee Simple
Area 2.5726 hectares more or less
Legal Description Lot 1 Deposited Plan 433466
Registered Owners
The National Trading Company of New Zealand Limited

Interests

S61351 Building Line Restriction (Affects part formerly Lots 12 - 14 and Lots 16 - 17 DPS 3190)
Subject to Section 206 Land Act 1924 (Affects parts formerly Lots 12 - 14 and Lots 16 - 17 DPS 3190 and part formerly Lot 1 DP 395836)
Subject to Section 59 Land Act 1948 (Affects part formerly Lot 11 DPS 3190)
Appurtenant hereto is a right of way created by Easement Instrument 8279271.4 - 30.9.2009 at 2:12 pm
8307979.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.10.2009 at 9:13 am
Appurtenant hereto are rights of way created by Easement Instrument 8567522.5 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.5 are subject to Section 243 (a) Resource Management Act 1991
Subject to rights of way over parts marked A and D on DP 433466 created by Easement Instrument 8567522.6 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.6 are subject to Section 243 (a) Resource Management Act 1991
Appurtenant hereto are carparking easements created by Easement Instrument 8567522.7 - 4.10.2010 at 12:24 pm
Subject to a carparking easement over part marked J on DP 433466 created by Easement Instrument 8567522.8 - 4.10.2010 at 12:24 pm
Subject to rights to drain water over parts marked A, J, P, AA and D on DP 433466 created by Easement Instrument 8567522.10 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.10 are subject to Section 243 (a) Resource Management Act 1991
Appurtenant hereto are rights to drain water created by Easement Instrument 8567522.11 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.11 are subject to Section 243 (a) Resource Management Act 1991
Appurtenant hereto are rights to drain sewage created by Easement Instrument 8567522.13 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.13 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to drain sewage over parts marked D and J on DP 433466 created by Easement Instrument 8567522.15 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.15 are subject to Section 243 (a) Resource Management Act 1991

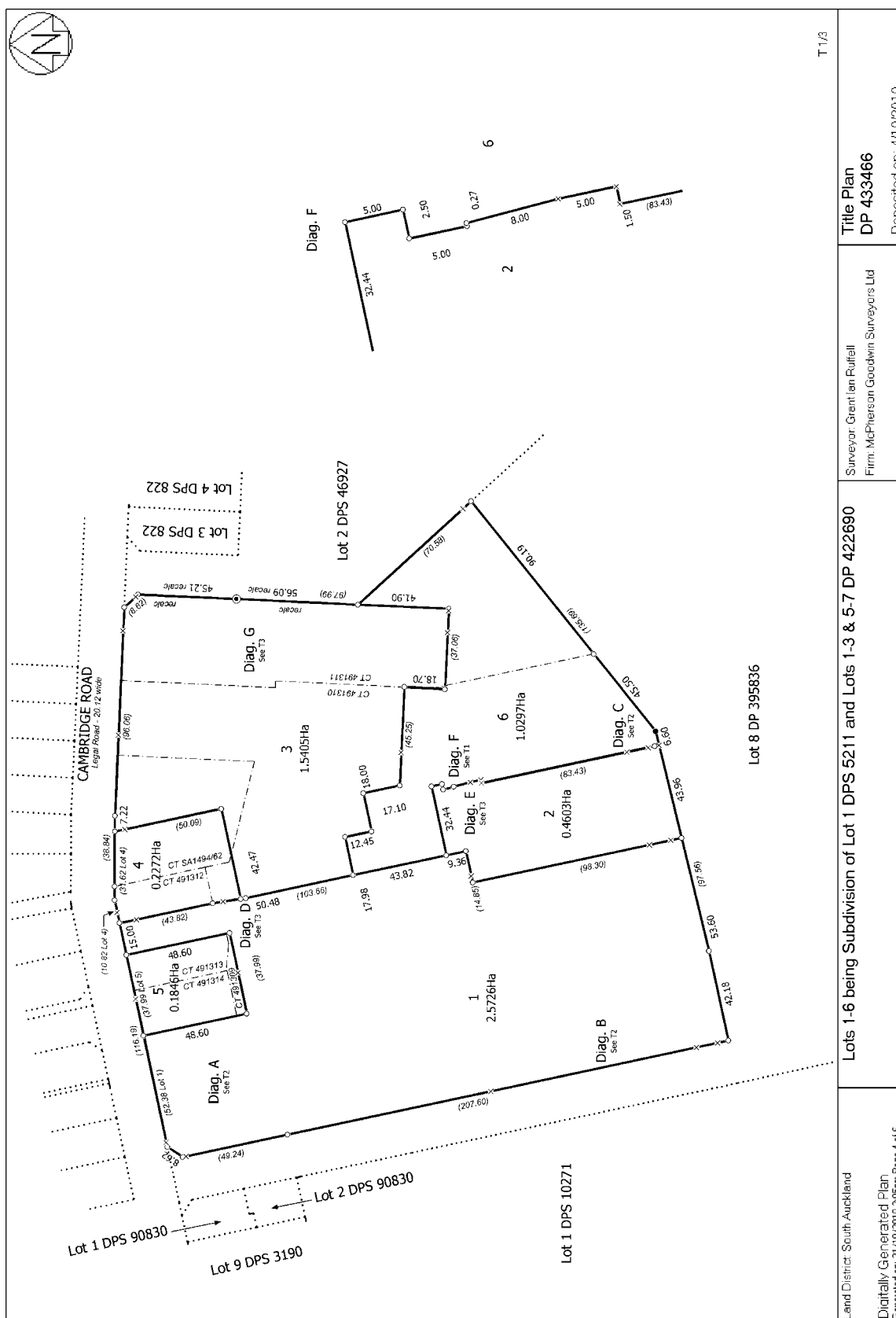
Appurtenant hereto is a right to use sewage pumping station created by Easement Instrument 8567522.16 - 4.10.2010 at 12:24 pm

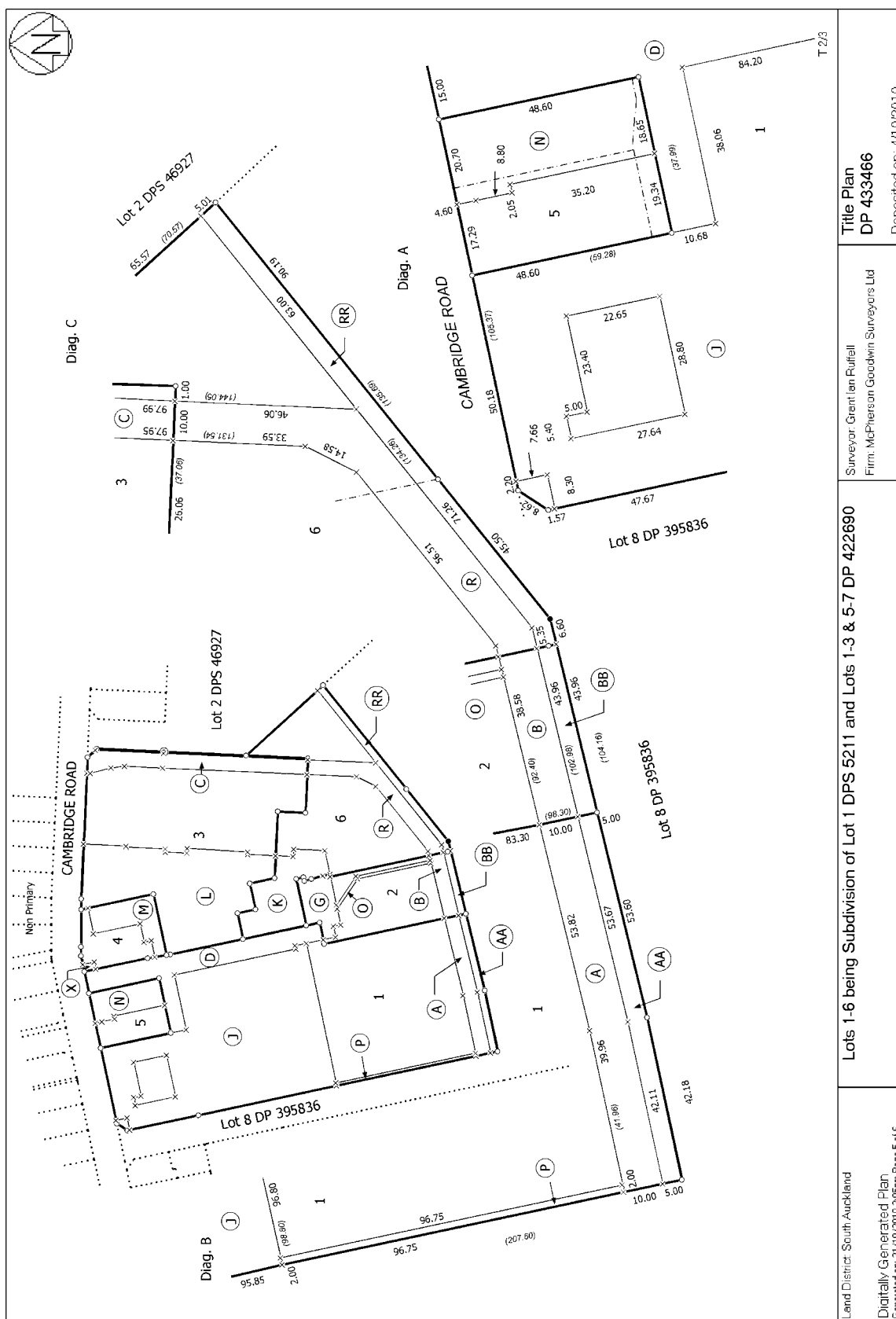
The easements created by Easement Instrument 8567522.16 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 8567522.22 - 4.10.2010 at 12:24 pm

Land Covenant in Easement Instrument 8567522.23 - 4.10.2010 at 12:24 pm

Land Covenant in Easement Instrument 8567522.24 - 4.10.2010 at 12:24 pm





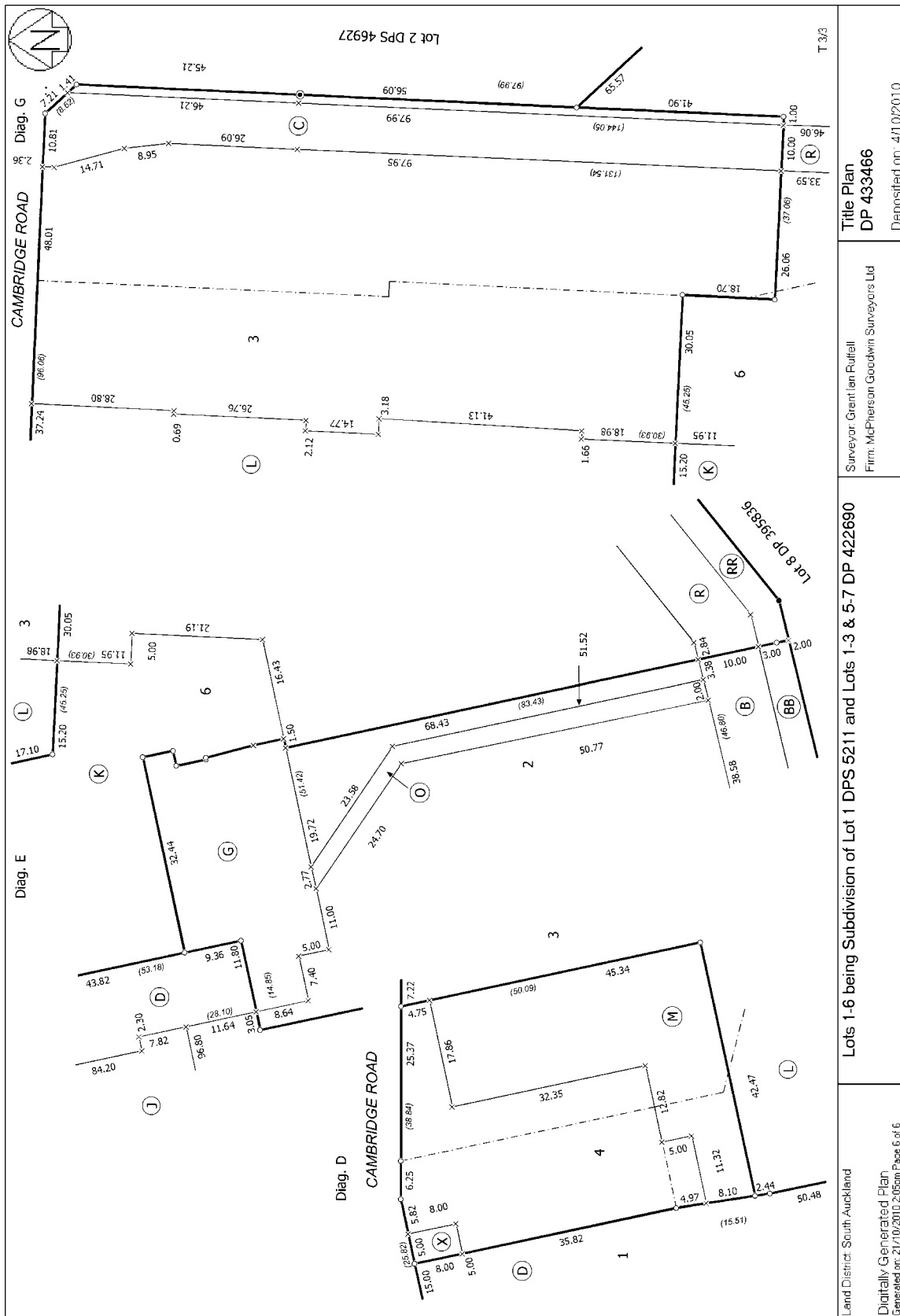
Title Plan
DP 433466

Deposited on: 4/10/2010

Surveyor: Grant Ian Ruffell
Firm: McPherson Goodwin Surveyors Ltd

Lots 1-6 being Subdivision of Lot 1 DPS 5211 and Lots 1-3 & 5-7 DP 422690

Land District: South Auckland
Digitally Generated Plan
Generated on: 21/10/2010 2:05pm Page 5 of 6





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **527440**
Land Registration District **South Auckland**
Date Issued 04 October 2010

Prior References

491310 491311 SA1494/62

Estate Fee Simple
Area 1.5405 hectares more or less
Legal Description Lot 3 Deposited Plan 433466
Registered Owners
Fitzgerald Group Holdings Limited

Interests

Subject to Section 206 Land Act 1924 (Affects part formerly Lot 1 DP 395836)
Subject to Section 8 Coal Mines Amendment Act 1950 (affects part formerly Lot 1 DPS 5211)
S11884 Building Line Restriction (Affects parts formerly Lot 2 on DPS 822 and Lot 2 DPS 5211)
Appurtenant hereto is a right of way created by Easement Instrument 8279271.4 - 30.9.2009 at 2:12 pm
8307979.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.10.2009 at 9:13 am (affects parts formerly Lots 2 and 3 on DP 422690)
Subject to a right of way over part marked C on DP 433466 created by Easement Instrument 8567522.4 - 4.10.2010 at 12:24 pm
Appurtenant hereto are rights of way created by Easement Instrument 8567522.4 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.4 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right of way over part marked C on DP 433466 created by Easement Instrument 8567522.5 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.5 are subject to Section 243 (a) Resource Management Act 1991
Appurtenant hereto are rights of way created by Easement Instrument 8567522.6 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.6 are subject to Section 243 (a) Resource Management Act 1991
Subject to a carparking easement over part marked L on DP 433466 created by Easement Instrument 8567522.7 - 4.10.2010 at 12:24 pm
Appurtenant hereto is a carparking easement created by Easement Instrument 8567522.8 - 4.10.2010 at 12:24 pm
Subject to a carparking easement over part marked L on DP 433466 created by Easement Instrument 8567522.9 - 4.10.2010 at 12:24 pm
Appurtenant hereto are carparking easements created by Easement Instrument 8567522.9 - 4.10.2010 at 12:24 pm
Appurtenant hereto are rights to drain water created by Easement Instrument 8567522.10 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.10 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain water over part marked L on DP 433466 created by Easement Instrument 8567522.12 - 4.10.2010 at 12:24 pm

Appurtenant hereto are rights to drain water created by Easement Instrument 8567522.12 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.12 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey water over part marked C on DP 433466 created by Easement Instrument 8567522.18 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.18 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey electricity over part marked C on DP 433466 created by Easement Instrument 8567522.19 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.19 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey telecommunications and computer media over part marked C on DP 433466 created by Easement Instrument 8567522.20 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.20 are subject to Section 243 (a) Resource Management Act 1991

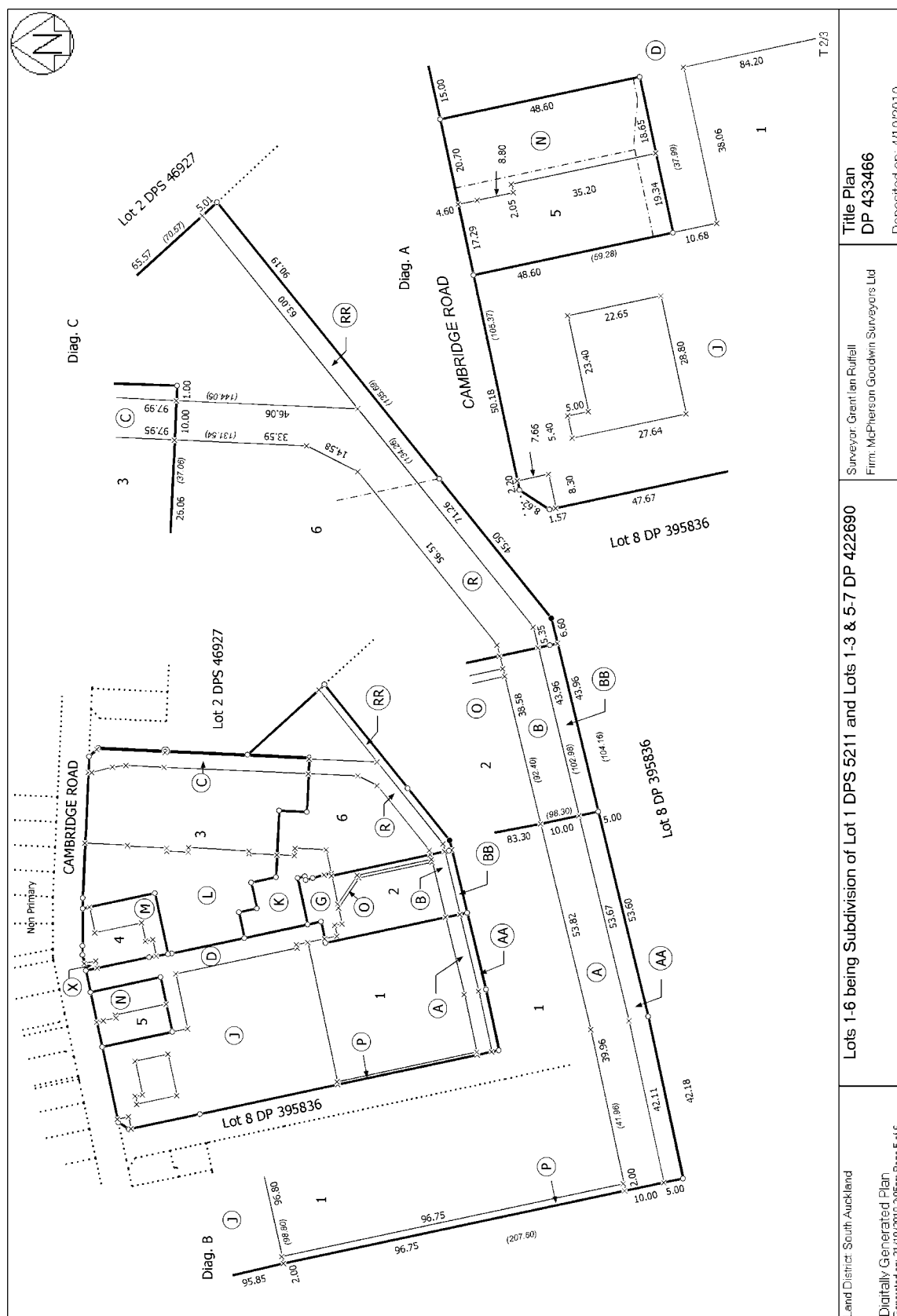
Land Covenant in Easement Instrument 8567522.22 - 4.10.2010 at 12:24 pm

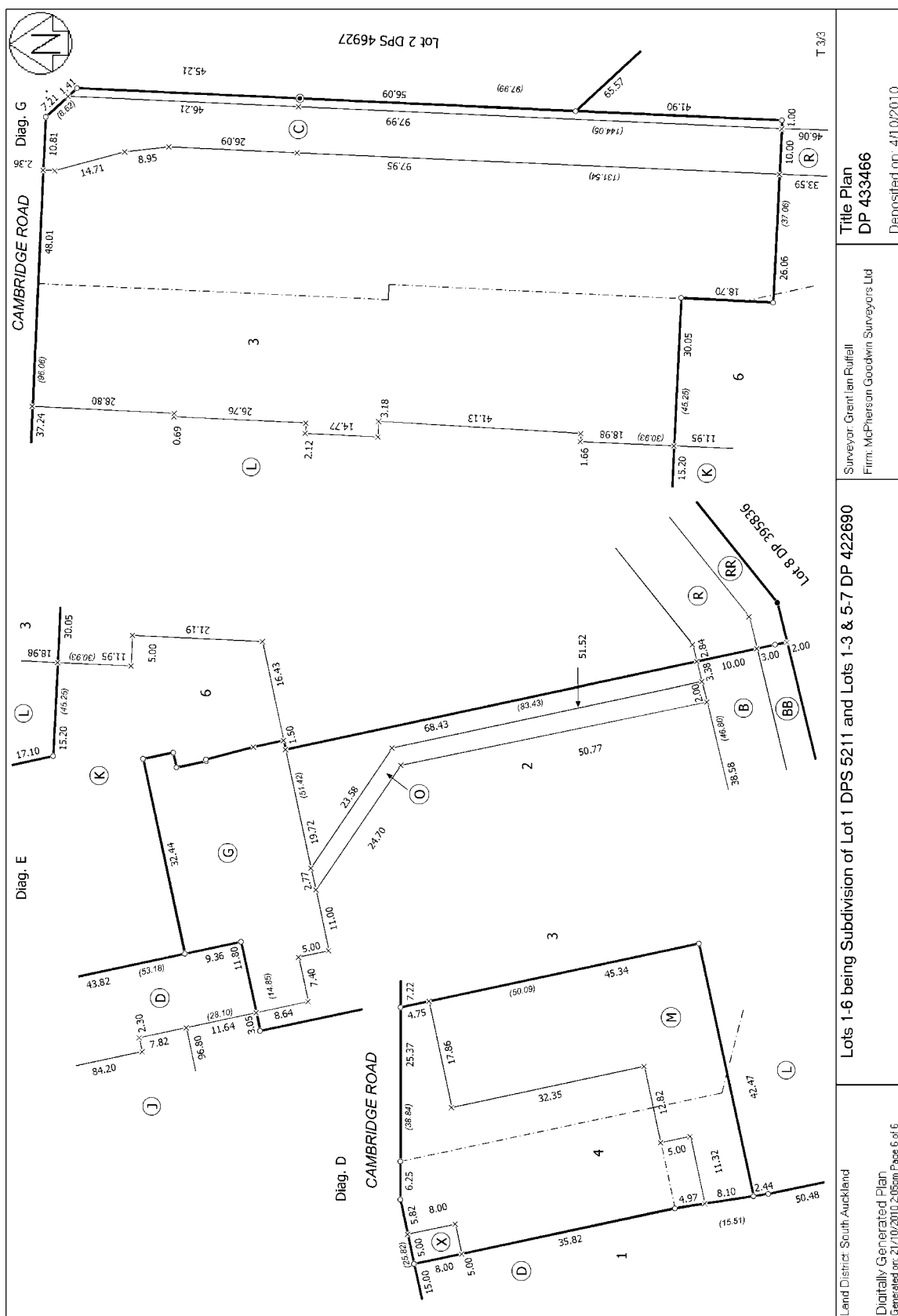
Land Covenant in Easement Instrument 8567522.24 - 4.10.2010 at 12:24 pm

Subject to a right to convey electricity, telecommunications and computer media over parts marked H, I on DP 449508 created by Transfer 9257720.2 - 14.6.2013 at 11:28 am

11300989.3 Mortgage to ASB Bank Limited - 3.12.2018 at 5:28 pm









RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **527441**
Land Registration District **South Auckland**
Date Issued 04 October 2010

Prior References

491310 491312 SA1494/62

Estate Fee Simple
Area 2272 square metres more or less
Legal Description Lot 4 Deposited Plan 433466
Registered Owners
Cambridge Road Investments Limited Partnership

Interests

Subject to Section 206 Land Act 1924 (Affects part formerly Lot 17 DPS 3190)
Subject to Section 8 Coal Mines Amendment Act 1950 (affects part formerly Lot 1 on DPS 5211)
S11884 Building Line Restriction (Affects parts formerly Lot 2 DPS 5211 and Lot 17 on DP 3190)
Appurtenant hereto is a right of way created by Easement Instrument 8279271.4 - 30.9.2009 at 2:12 pm
8307979.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.10.2009 at 9:13 am (affects parts formerly Lot 2 and Lot 5 on DP 422690)
Appurtenant hereto is a right of way created by Easement Instrument 8567522.6 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.6 are subject to Section 243 (a) Resource Management Act 1991
Subject to a carparking easement over part marked M on DP 433466 created by Easement Instrument 8567522.7 - 4.10.2010 at 12:24 pm
Appurtenant hereto is a carparking easement created by Easement Instrument 8567522.8 - 4.10.2010 at 12:24 pm
Subject to a carparking easement over part marked M on DP 433466 created by Easement Instrument 8567522.9 - 4.10.2010 at 12:24 pm
Appurtenant hereto are carparking easements created by Easement Instrument 8567522.9 - 4.10.2010 at 12:24 pm
Appurtenant hereto are rights to drain water created by Easement Instrument 8567522.10 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.10 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to drain water over part marked M on DP 433466 created by Easement Instrument 8567522.12 - 4.10.2010 at 12:24 pm
Appurtenant hereto are rights to drain water created by Easement Instrument 8567522.12 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.12 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to display signs over part marked X on DP 433466 created by Easement Instrument 8567522.21 - 4.10.2010 at 12:24 pm
Land Covenant in Easement Instrument 8567522.22 - 4.10.2010 at 12:24 pm
Land Covenant in Easement Instrument 8567522.23 - 4.10.2010 at 12:24 pm

12028117.3 Mortgage to Kiwibank Limited - 24.3.2021 at 4:27 pm



T 1/3

Lots 1-6 being Subdivision of Lot 1 DPS 5211 and Lots 1-3 & 5-7 DP 422690

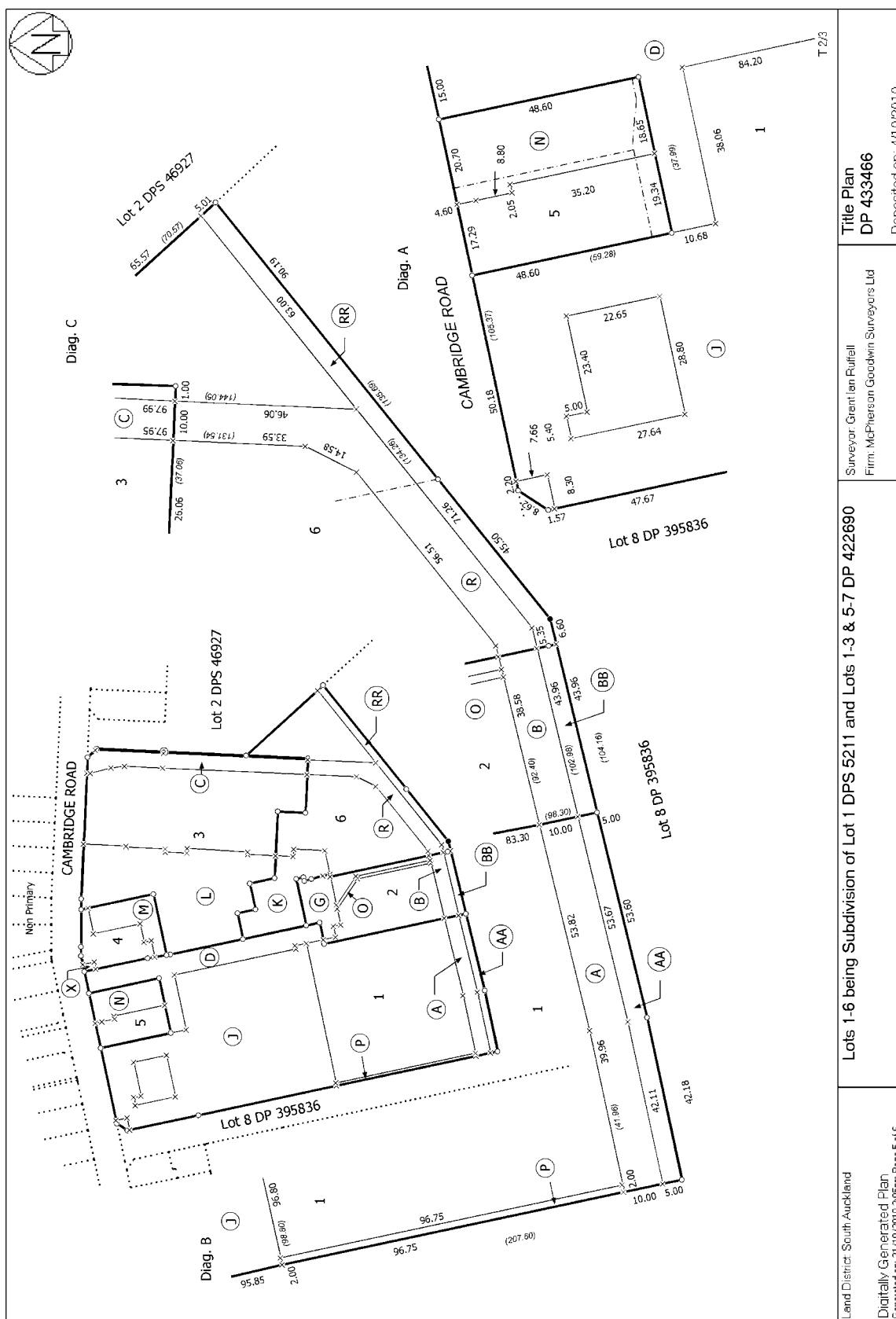
Land District: South Auckland

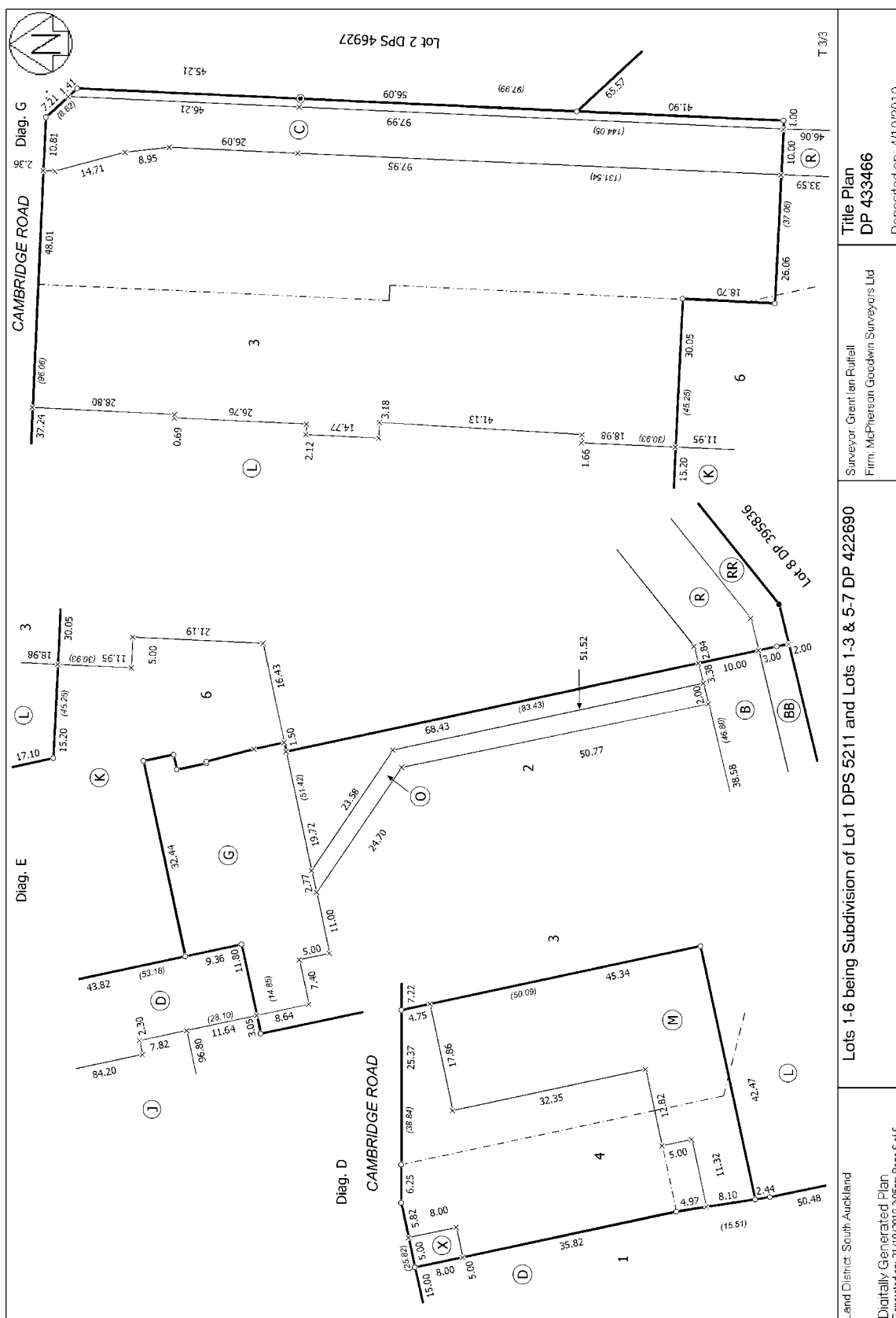
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Generated on: 21/10/2010 2:05pm Page 4 of 6

Surveyor: Grant Ian Ruffell
Firm: McPherson Goodwin Surveyors LtdTitle Plan
DP 433466

Deposited on: 4/10/2010







RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **527442**
Land Registration District **South Auckland**
Date Issued 04 October 2010

Prior References

491309 491313 491314

Estate Fee Simple
Area 1846 square metres more or less
Legal Description Lot 5 Deposited Plan 433466
Registered Owners
KDC Properties Limited

Interests

S61351 Building Line Restriction (Affects parts formerly Lots 14, 15 and 16 on DPS 3190)

Subject to Section 206 Land Act 1924

Appurtenant hereto is a right of way created by Easement Instrument 8279271.4 - 30.9.2009 at 2:12 pm

8307979.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.10.2009 at 9:13 am

Appurtenant hereto is a right of way created by Easement Instrument 8567522.6 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.6 are subject to Section 243 (a) Resource Management Act 1991

Subject to a carparking easement over part marked N on DP 433466 created by Easement Instrument 8567522.7 -
4.10.2010 at 12:24 pm

Appurtenant hereto is a carparking easement created by Easement Instrument 8567522.8 - 4.10.2010 at 12:24 pm

Subject to a carparking easement over part marked N on DP 433466 created by Easement Instrument 8567522.9 -
4.10.2010 at 12:24 pm

Appurtenant hereto are carparking easements created by Easement Instrument 8567522.9 - 4.10.2010 at 12:24 pm

Appurtenant hereto are rights to drain water created by Easement Instrument 8567522.10 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.10 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain water over part marked N on DP 433466 created by Easement Instrument 8567522.11 -
4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.11 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain water over part marked N on DP 433466 created by Easement Instrument 8567522.12 -
4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.12 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain sewage over part marked N on DP 433466 created by Easement Instrument 8567522.13 -
4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.13 are subject to Section 243 (a) Resource Management Act 1991

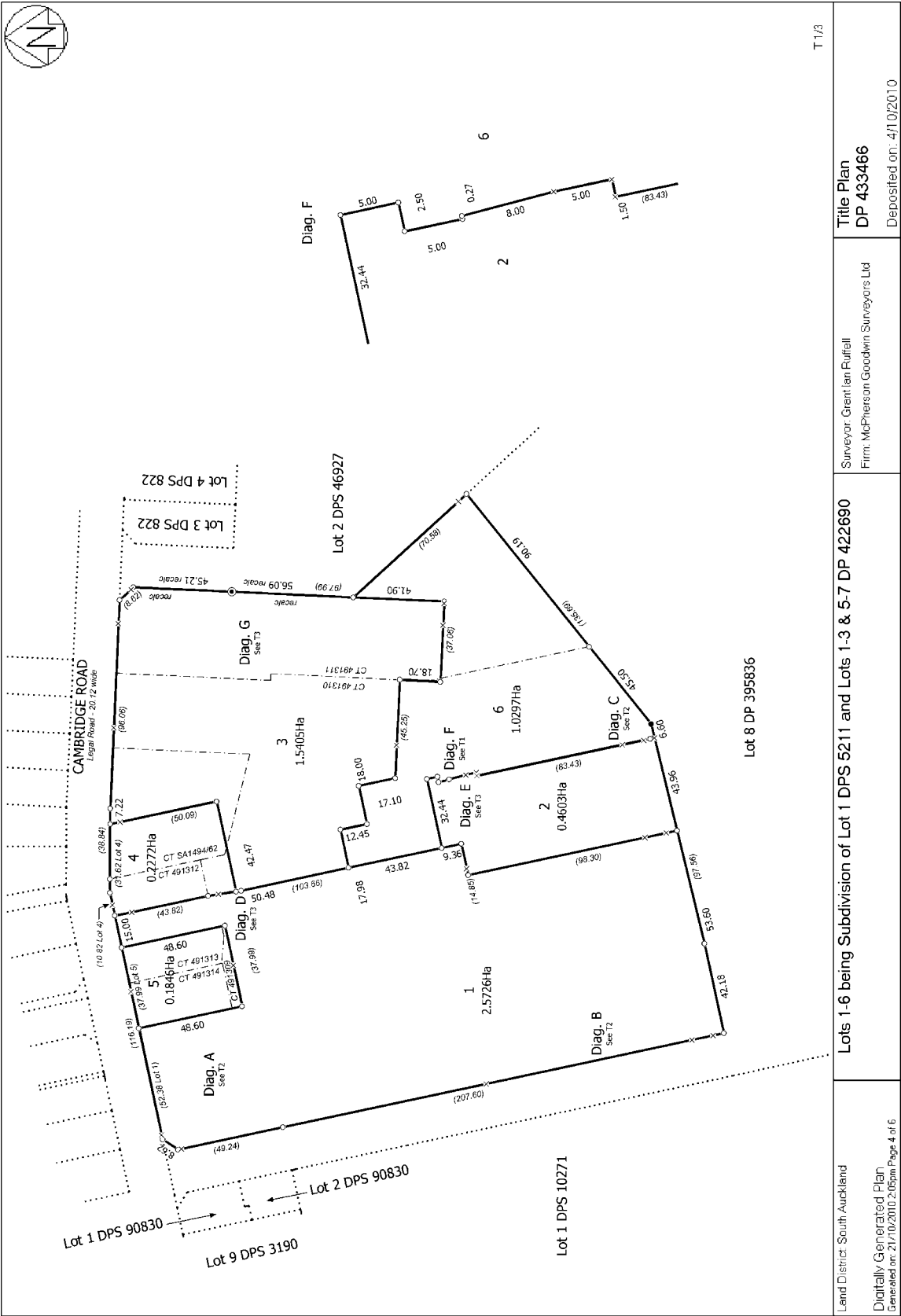
Subject to a right to drain sewage over part marked N on DP 433466 created by Easement Instrument 8567522.14 - 4.10.2010 at 12:24 pm

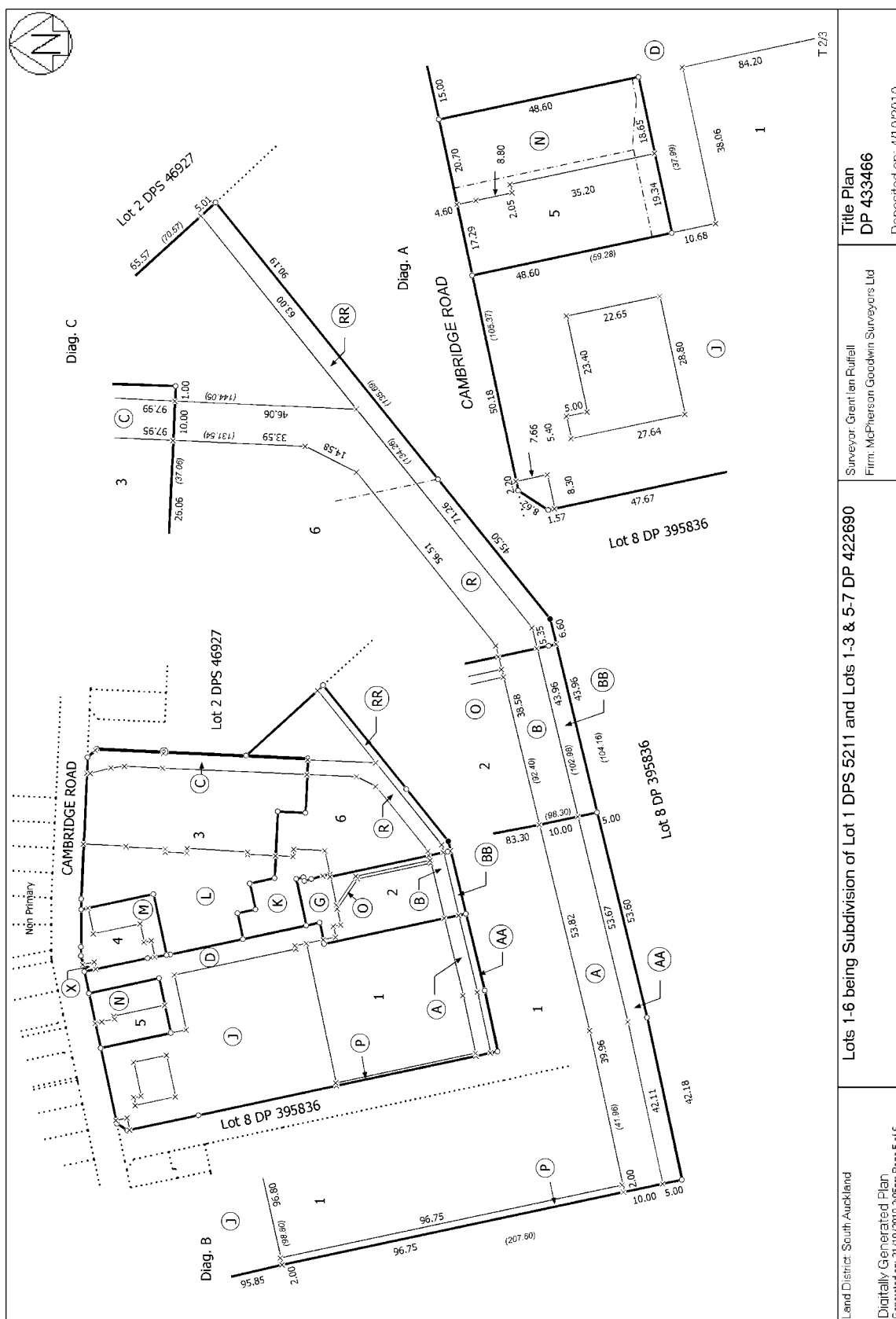
The easements created by Easement Instrument 8567522.14 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 8567522.22 - 4.10.2010 at 12:24 pm

Land Covenant in Easement Instrument 8567522.23 - 4.10.2010 at 12:24 pm

11605539.3 Mortgage to Kiwibank Limited - 15.11.2019 at 3:33 pm



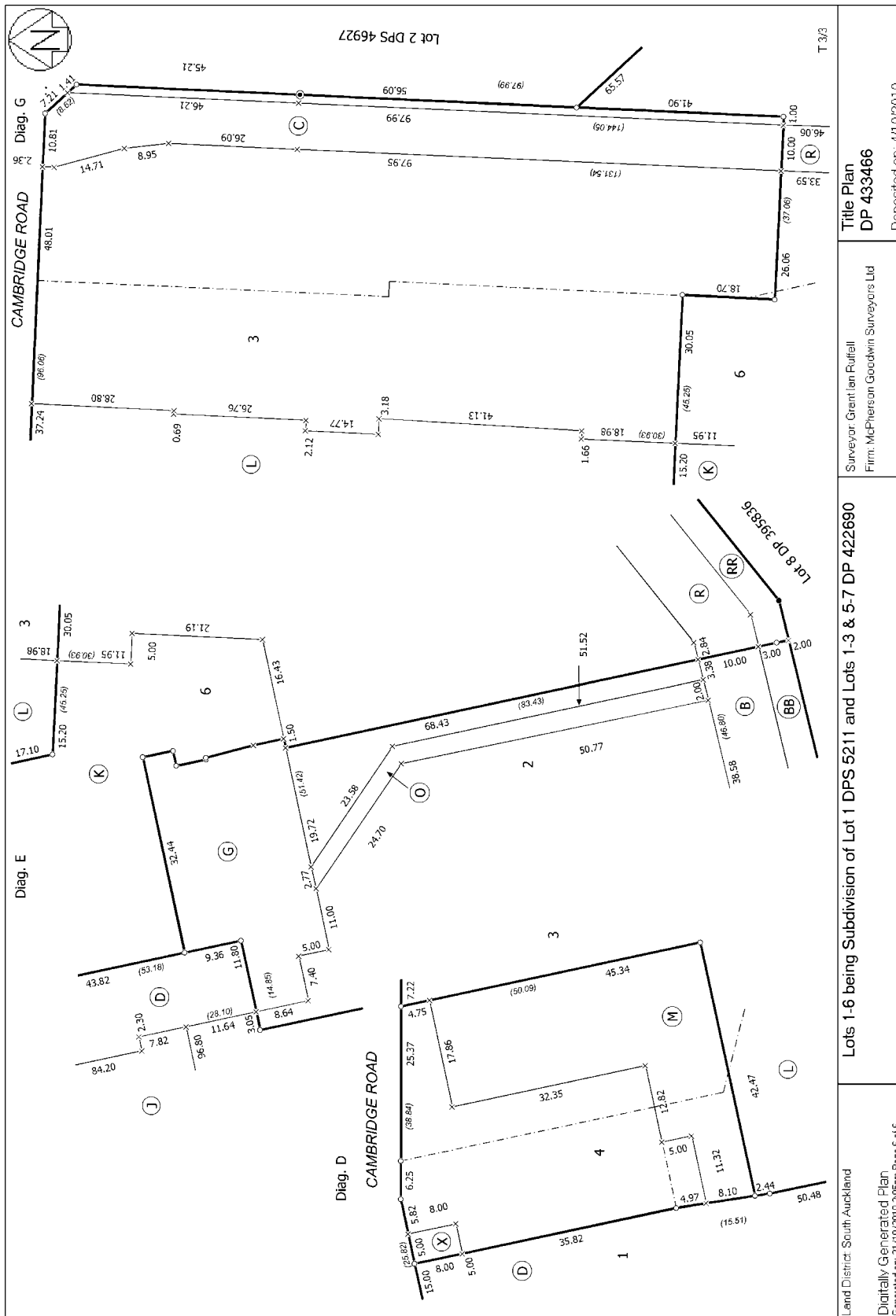


Land District: South Auckland
Digitally Generated Plan
Generated on: 21/10/2010 2:05pm Page 5 of 6

Surveyor: Grant Ian Ruffell
Firm: McPherson Goodwin Surveyors Ltd

Title Plan
DP 433466

Deposited on: 4/10/2010





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **569851**
Land Registration District **South Auckland**
Date Issued 15 November 2012

Prior References

527439 527443

Estate Fee Simple
Area 6845 square metres more or less
Legal Description Lot 1 Deposited Plan 449508 and Lot 2
Deposited Plan 433466

Registered Owners

Cambridge Road Investments Limited Partnership

Interests

Subject to Section 206 Land Act 1924

Appurtenant hereto is a right of way created by Easement Instrument 8279271.4 - 30.9.2009 at 2:12 pm

8307979.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.10.2009 at 9:13 am

Subject to a right of way over part Lot 2 DP 433466 marked B on DP 433466 and over part Lot 1 DP 449508 marked C on DP 449508 created by Easement Instrument 8567522.4 - 4.10.2010 at 12:24 pm

Appurtenant hereto are rights of way created by Easement Instrument 8567522.4 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way over part Lot 2 DP 433466 marked B on DP 433466 and over part Lot 1 DP 449508 marked C on DP 449508 created by Easement Instrument 8567522.5 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.5 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto are rights of way created by Easement Instrument 8567522.6 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.6 are subject to Section 243 (a) Resource Management Act 1991

Subject to a carparking easement over part Lot 2 DP 433466 marked G on DP 433466 and over part Lot 1 DP 449508 marked B on DP 449508 created by Easement Instrument 8567522.7 - 4.10.2010 at 12:24 pm

Appurtenant hereto is a carparking easement created by Easement Instrument 8567522.8 - 4.10.2010 at 12:24 pm

Subject to a carparking easement over part Lot 2 DP 433466 marked G on DP 433466 and over part Lot 1 DP 449508 marked B on DP 449508 created by Easement Instrument 8567522.9 - 4.10.2010 at 12:24 pm

Appurtenant hereto are carparking easements created by Easement Instrument 8567522.9 - 4.10.2010 at 12:24 pm

Appurtenant hereto are rights to drain water created by Easement Instrument 8567522.10 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.10 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain water over part Lot 2 DP 433466 marked B, BB and G on DP 433466 created by Easement Instrument 8567522.11 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.11 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain water over part Lot 2 DP 433466 marked G, B and BB on DP 433466 and over part Lot 1 DP

449508 marked B, C and D on DP 449508 created by Easement Instrument 8567522.12 - 4.10.2010 at 12:24 pm

Appurtenant hereto is a right to drain water created by Easement Instrument 8567522.12 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.12 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain sewage over part Lot 2 DP 433466 marked B, BB, G and O on DP 433466 created by Easement Instrument 8567522.13 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.13 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain sewage over part Lot 2 DP 433466 marked B, BB, G and O on DP 433466 created by Easement Instrument 8567522.14 - 4.10.2010 at 12:24 pm

Appurtenant hereto is a right to drain sewage created by Easement Instrument 8567522.14 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.14 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto are rights to drain sewage created by Easement Instrument 8567522.15 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.15 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to use sewage pumping station over part Lot 2 DP 433466 marked BB on DP 433466 created by Easement Instrument 8567522.16 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.16 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to use sewage pumping station over part Lot 2 DP 433466 marked BB on DP 433466 created by Easement Instrument 8567522.17 - 4.10.2010 at 12:24 pm

Appurtenant to Lot 1 DP 449508 is a right to use sewage pumping station created by Easement Instrument 8567522.17 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.17 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey water over part Lot 1 DP 449508 marked C on DP 449508 created by Easement Instrument 8567522.18 - 4.10.2010 at 12:24 pm

Appurtenant hereto are rights to convey water created by Easement Instrument 8567522.18 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.18 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey electricity over part Lot 1 DP 449508 marked C on DP 449508 created by Easement Instrument 8567522.19 - 4.10.2010 at 12:24 pm

Appurtenant hereto are rights to convey electricity created by Easement Instrument 8567522.19 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.19 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey telecommunications and computer media over part Lot 1 DP 449508 marked C on DP 449508 created by Easement Instrument 8567522.20 - 4.10.2010 at 12:24 pm

Appurtenant hereto are rights to convey telecommunications and computer media created by Easement Instrument 8567522.20 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.20 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right to display signs created by Easement Instrument 8567522.21 - 4.10.2010 at 12:24 pm

Land Covenant in Easement Instrument 8567522.22 - 4.10.2010 at 12:24 pm

Land Covenant in Easement Instrument 8567522.23 - 4.10.2010 at 12:24 pm

Subject to Section 241(2) Resource Management Act 1991 (affects DP 449503)

Subject to a right of way, a right to drain water and a right to convey water, electricity, telecommunications and computer media marked C, a right to drain water marked D, a right to drain water and carparking easement marked B and a right to support a wall marked F all on DP 449508 over part Lot 1 DP 449508 created by Easement Instrument 8951896.2 - 15.11.2012 at 4:05 pm

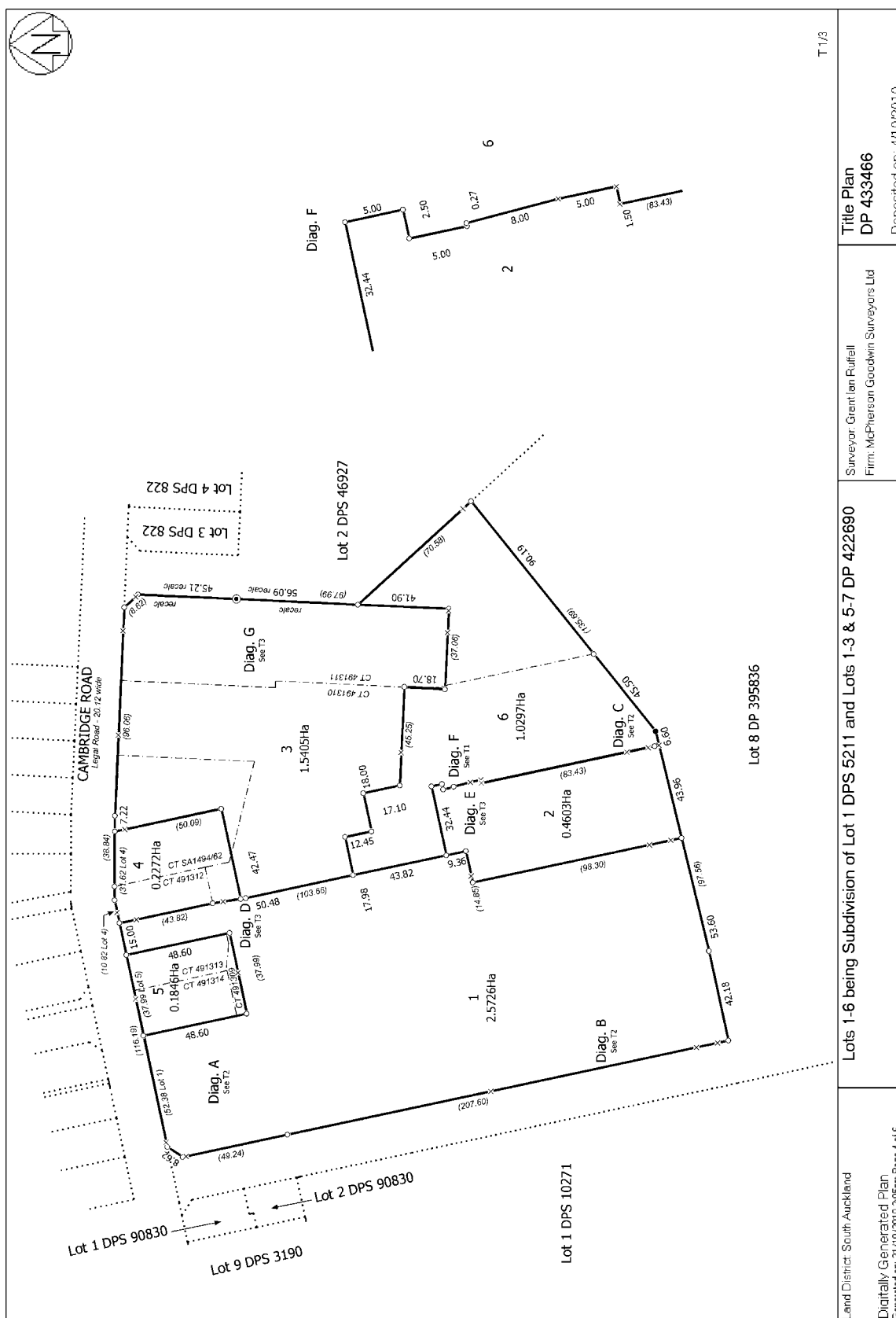
Appurtenant to Lot 1 DP 449508 is a right of way, a right to drain water, a right to convey water, electricity, telecommunications and computer media, a right to a carparking easement and a right to support a wall created by Easement Instrument 8951896.2 - 15.11.2012 at 4:05 pm

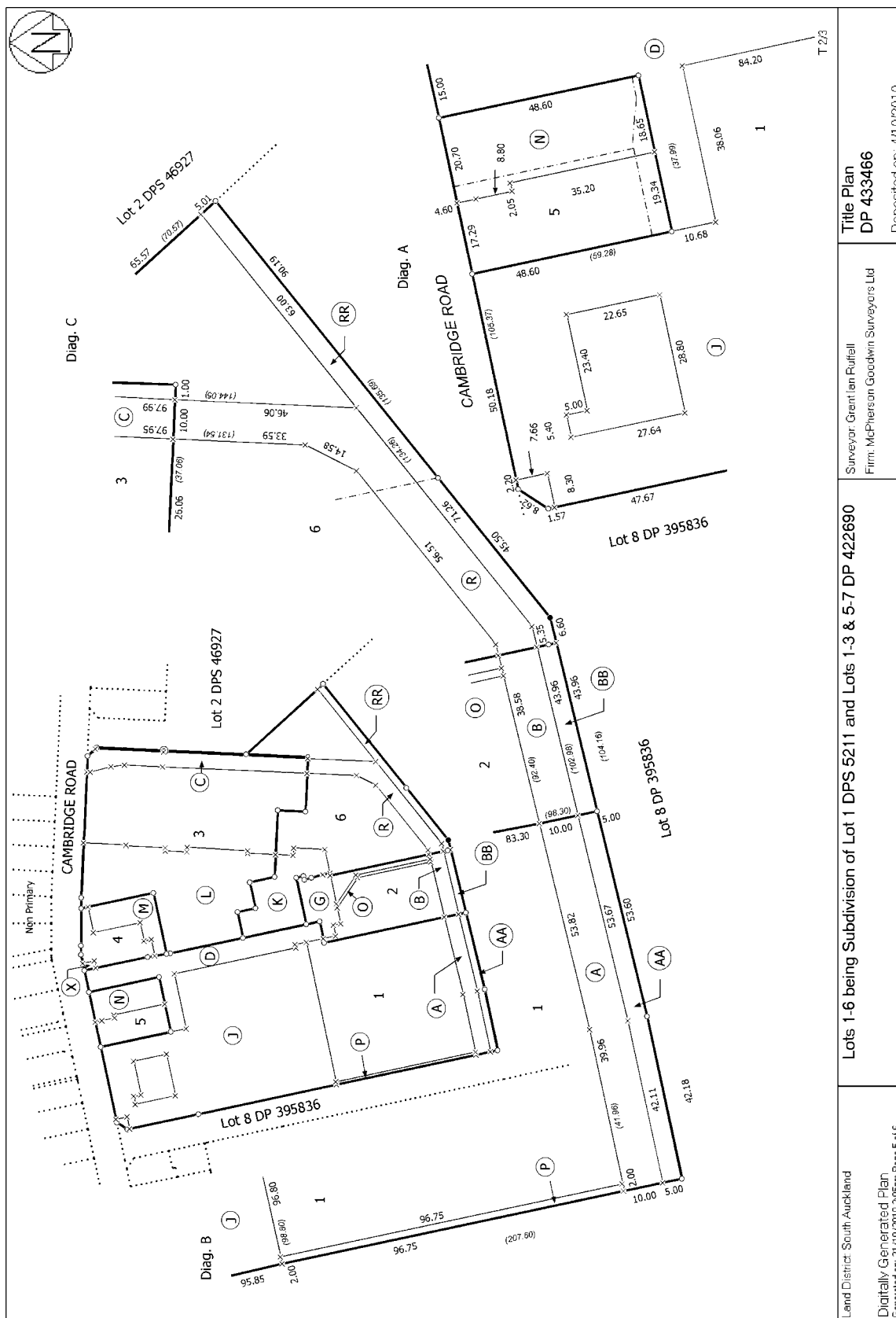
Some of the easements created by Easement Instrument 8951896.2 are subject to Section 243 (a) Resource Management Act 1991 (See DP 449508)

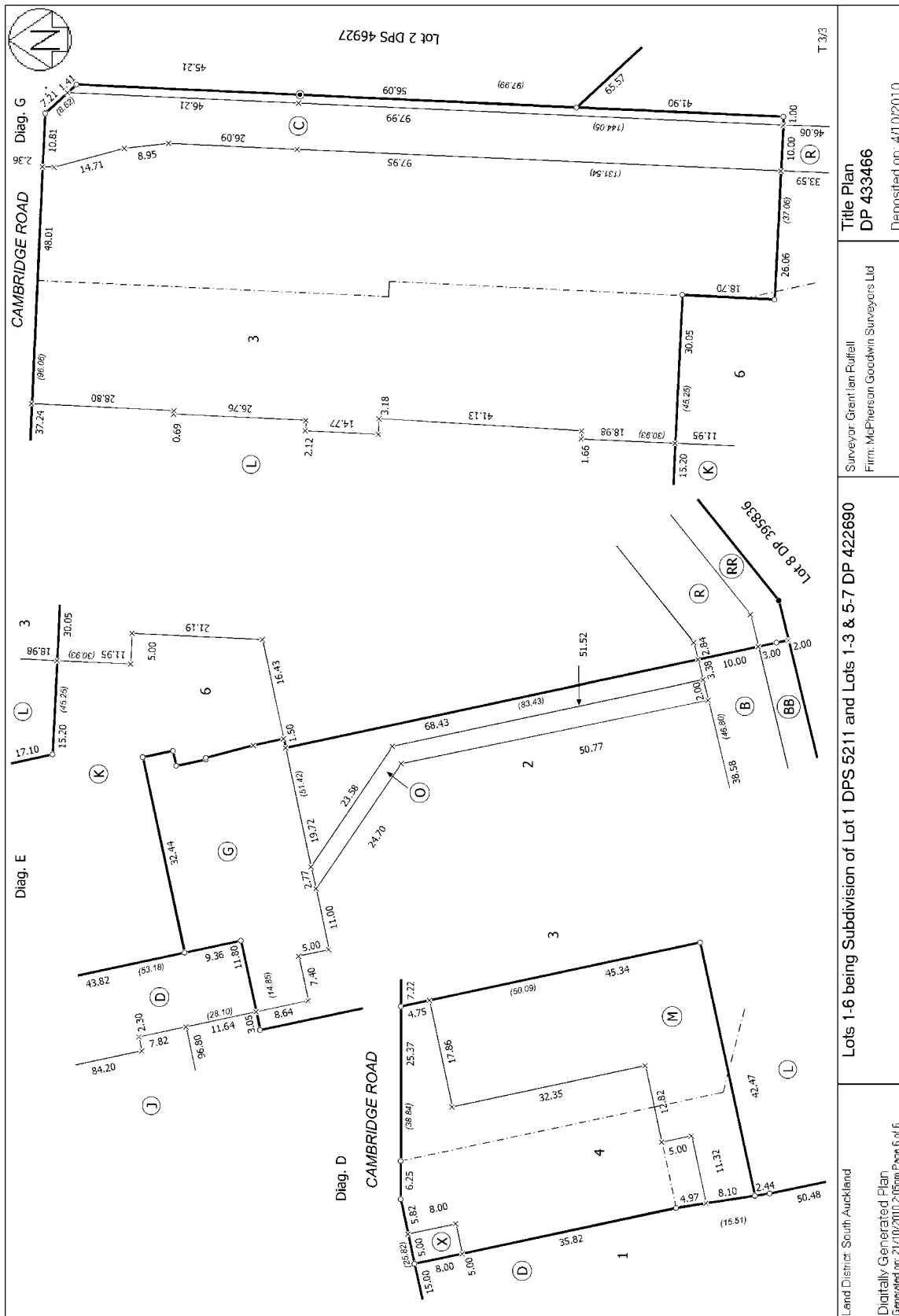
Appurtenant hereto is a right to convey electricity, telecommunications and computer media created by Easement Instrument 9257720.1 - 14.6.2013 at 11:28 am

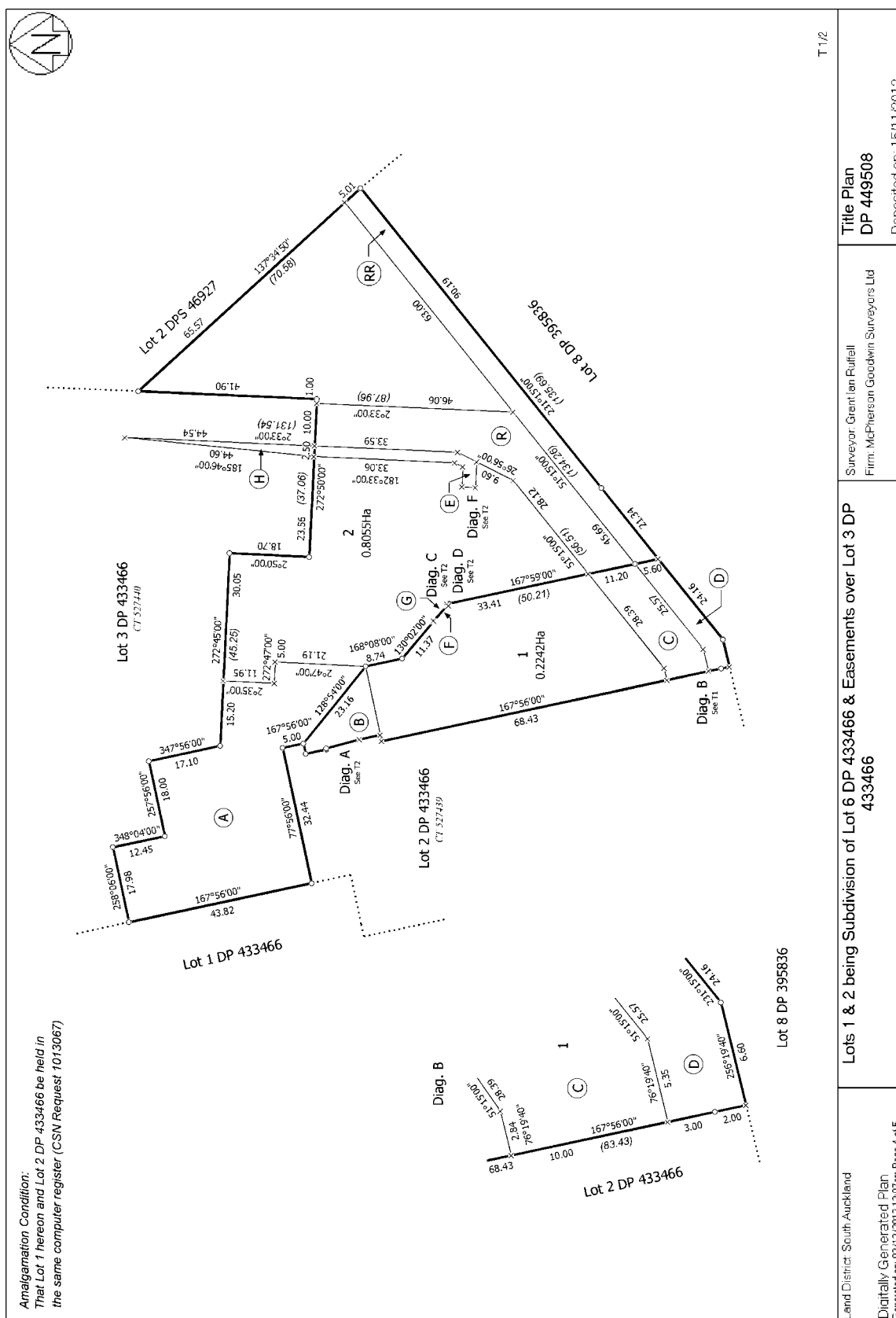
Appurtenant hereto is a right to convey electricity, telecommunications and computer media created by Easement Instrument 9257720.2 - 14.6.2013 at 11:28 am

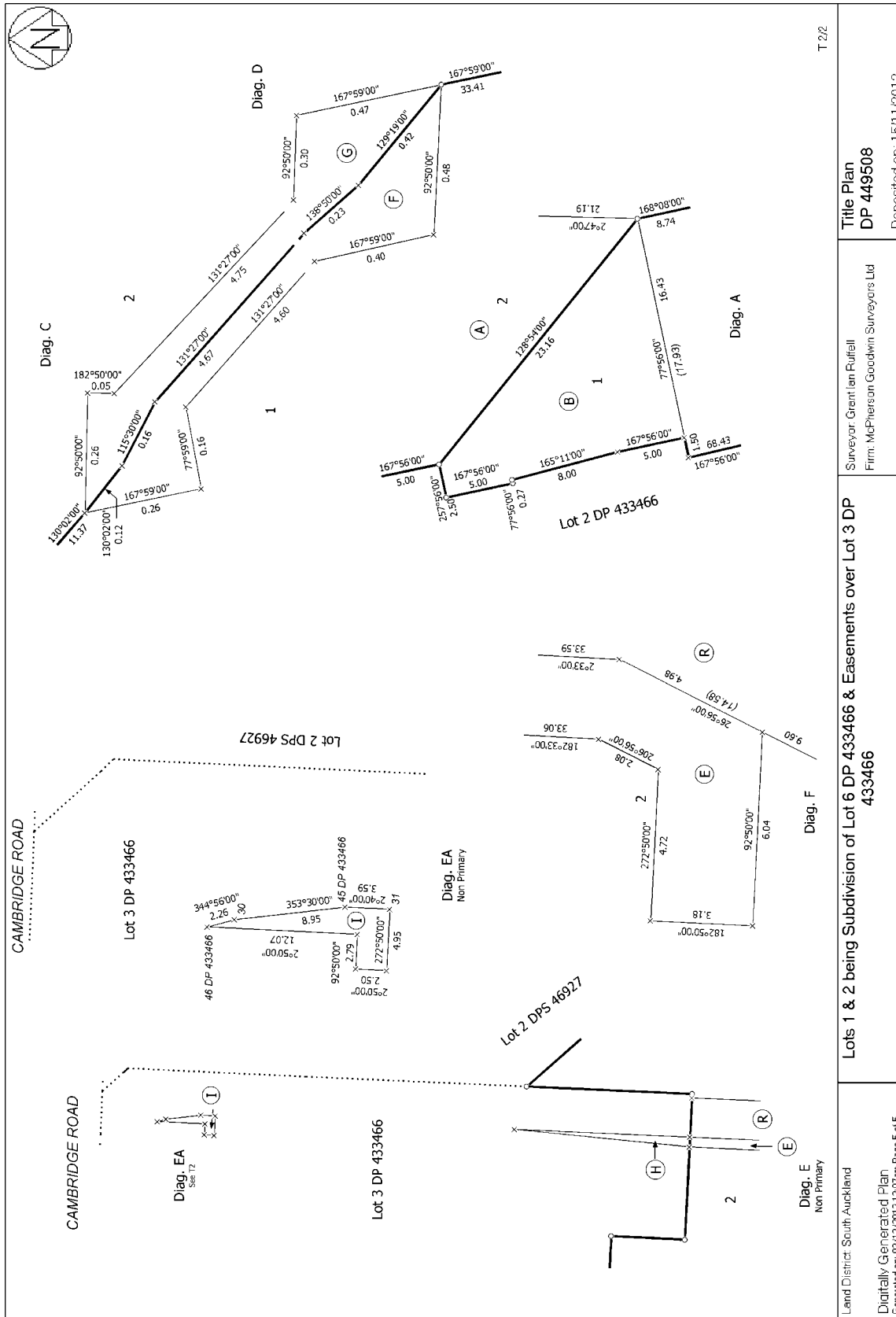
12028117.3 Mortgage to Kiwibank Limited - 24.3.2021 at 4:27 pm











Land District: South Auckland
Digitally Generated Plan
Generated on: 03/12/2012 12:07 am Page 5 of 5

Lots 1 & 2 being Subdivision of Lot 6 DP 433466 & Easements over Lot 3 DP 433466

Surveyor: Grant Ian Ruffell
Firm: McPherson Goodwin Surveyors Ltd

Title Plan
DP 449508

Deposited on: 15/11/2012



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **570325**
Land Registration District **South Auckland**
Date Issued 15 November 2012

Prior References
527443

Estate Fee Simple
Area 8055 square metres more or less
Legal Description Lot 2 Deposited Plan 449508
Registered Owners
Cambridge Road Investments Limited Partnership

Interests

Subject to Section 206 Land Act 1924

Appurtenant hereto is a right of way created by Easement Instrument 8279271.4 - 30.9.2009 at 2:12 pm

8307979.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.10.2009 at 9:13 am

Subject to a right of way over part marked R on DP 449508 created by Easement Instrument 8567522.4 - 4.10.2010 at 12:24 pm

Appurtenant hereto are rights of way created by Easement Instrument 8567522.4 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way over part marked R on DP 449508 created by Easement Instrument 8567522.5 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.5 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto are rights of way created by Easement Instrument 8567522.6 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.6 are subject to Section 243 (a) Resource Management Act 1991

Subject to a carparking easement over part marked A on DP 449508 created by Easement Instrument 8567522.7 - 4.10.2010 at 12:24 pm

Appurtenant hereto is a carparking easement created by Easement Instrument 8567522.8 - 4.10.2010 at 12:24 pm

Subject to a carparking easement over part marked A on DP 449508 created by Easement Instrument 8567522.9 - 4.10.2010 at 12:24 pm

Appurtenant hereto are carparking easements created by Easement Instrument 8567522.9 - 4.10.2010 at 12:24 pm

Appurtenant hereto are rights to drain water created by Easement Instrument 8567522.10 - 4.10.2010 at 12:24 pm

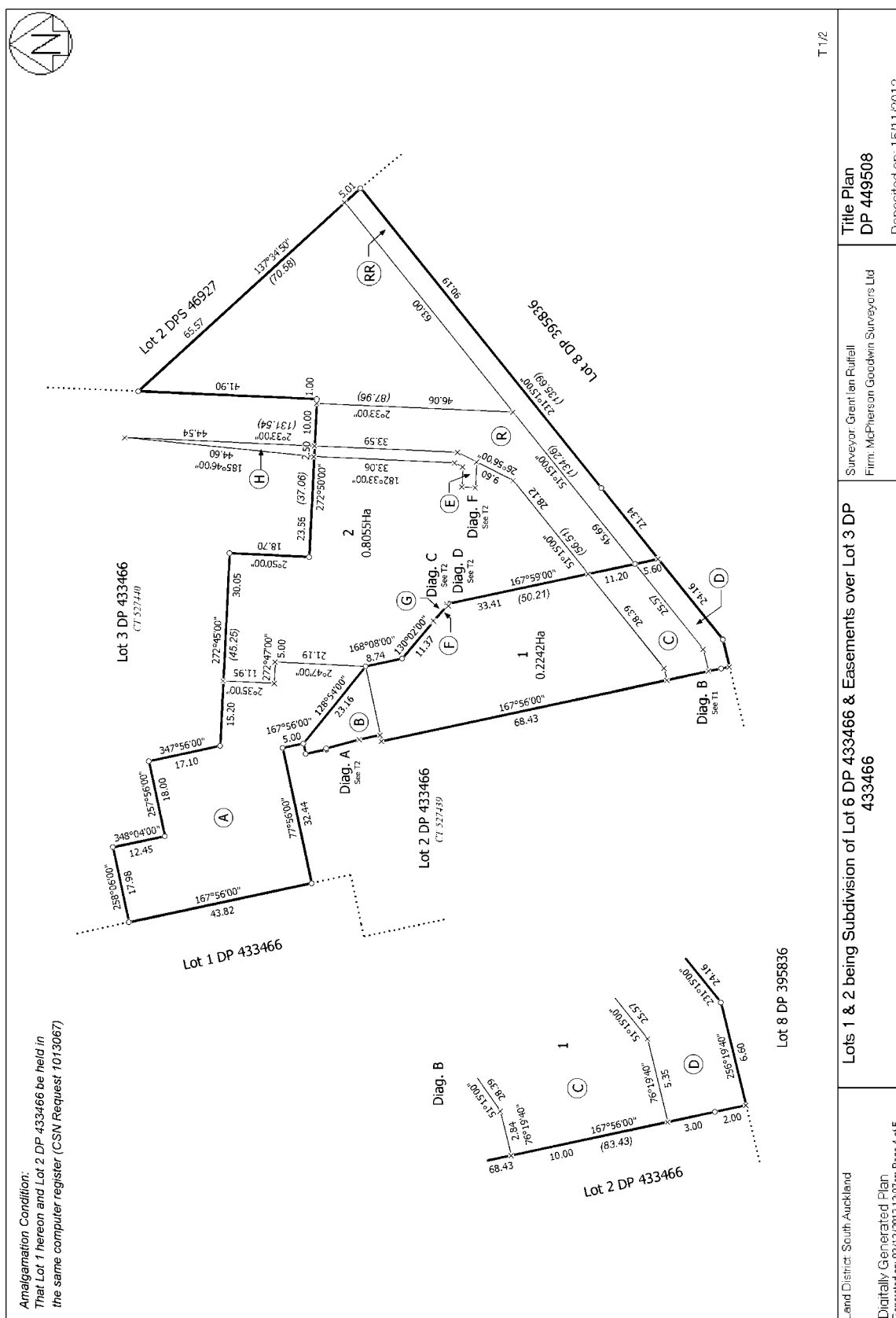
The easements created by Easement Instrument 8567522.10 are subject to Section 243 (a) Resource Management Act 1991

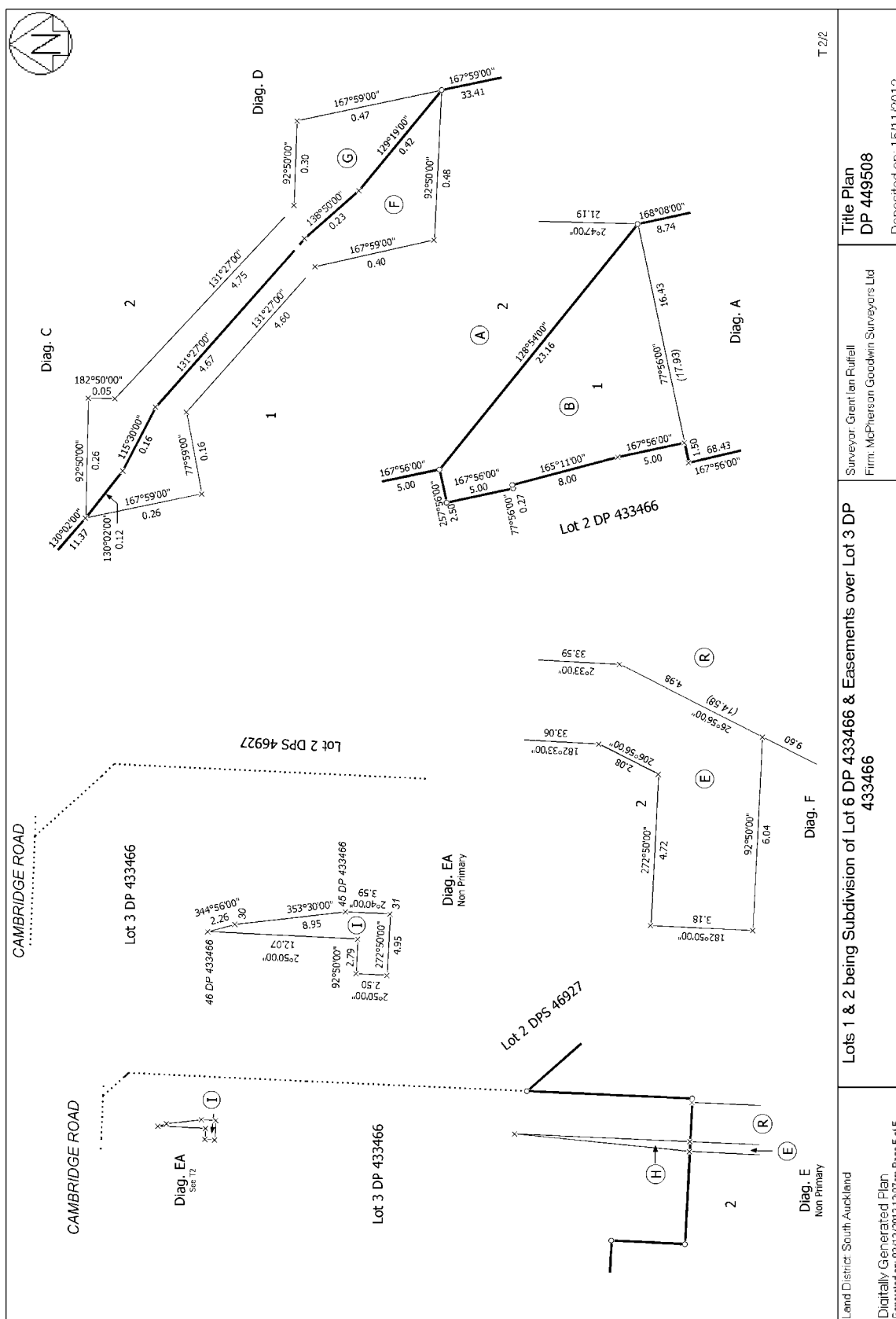
Subject to a right to drain water over parts marked A, R and RR all on DP 449508 created by Easement Instrument 8567522.12 - 4.10.2010 at 12:24 pm

Appurtenant hereto are rights to drain water created by Easement Instrument 8567522.12 - 4.10.2010 at 12:24 pm

The easements created by Easement Instrument 8567522.12 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto are rights to drain sewage created by Easement Instrument 8567522.14 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.14 are subject to Section 243 (a) Resource Management Act 1991
Appurtenant hereto are rights to drain sewage created by Easement Instrument 8567522.15 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.15 are subject to Section 243 (a) Resource Management Act 1991
Appurtenant hereto is a right to use sewage pumping station created by Easement Instrument 8567522.17 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.17 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to convey water over part marked R on DP 449508 created by Easement Instrument 8567522.18 - 4.10.2010 at 12:24 pm
Appurtenant hereto is a right to convey water created by Easement Instrument 8567522.18 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.18 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to convey electricity over part marked R on DP 449508 created by Easement Instrument 8567522.19 - 4.10.2010 at 12:24 pm
Appurtenant hereto is a right to convey electricity created by Easement Instrument 8567522.19 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.19 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to convey telecommunications and computer media over part marked R on DP 449508 created by Easement Instrument 8567522.20 - 4.10.2010 at 12:24 pm
Appurtenant hereto is a right to convey telecommunications and computer media created by Easement Instrument 8567522.20 - 4.10.2010 at 12:24 pm
The easements created by Easement Instrument 8567522.20 are subject to Section 243 (a) Resource Management Act 1991
Appurtenant hereto is a right to display signs created by Easement Instrument 8567522.21 - 4.10.2010 at 12:24 pm
Land Covenant in Easement Instrument 8567522.22 - 4.10.2010 at 12:24 pm
Land Covenant in Easement Instrument 8567522.23 - 4.10.2010 at 12:24 pm
Subject to a right of way, a right to drain water, a right to convey water, electricity, telecommunications and computer media over part marked R, a right to drain water over part marked RR, a right to drain water and car parking easement marked A and a right to support a wall over part marked G all on DP 449508 created by Easement Instrument 8951896.2 - 15.11.2012 at 4:05 pm
Appurtenant hereto is a right of way, a right to drain water, a right to convey water, electricity, telecommunications and computer media, a right to a car parking easement and a right to support a wall created by Easement Instrument 8951896.2 - 15.11.2012 at 4:05 pm
Some of the easements created by Easement Instrument 8951896.2 are subject to Section 243 (a) Resource Management Act 1991 (See DP 449508)
Subject to a right to convey electricity, telecommunications and computer media over part marked E on DP 449508 created by Easement Instrument 9257720.1 - 14.6.2013 at 11:28 am
Appurtenant hereto is a right to convey electricity, telecommunications and computer media created by Easement Instrument 9257720.2 - 14.6.2013 at 11:28 am
12028117.3 Mortgage to Kiwibank Limited - 24.3.2021 at 4:27 pm





View Instrument Details



Instrument No 8279271.4
Status Registered
Date & Time Lodged 30 September 2009 14:12
Lodged By Brown, Susan Margaret
Instrument Type Easement Instrument



Affected Computer Registers	Land District
382502	South Auckland
SA1207/62	South Auckland
SA1209/110	South Auckland
SA1238/5	South Auckland
SA1494/62	South Auckland
SA23C/835	South Auckland
SA35C/528	South Auckland
382503	South Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage 8117868.9 has consented to this transaction and I hold that consent ☒
- Mortgage 8117868.8 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒
- I certify that the Mortgagee under Mortgage 8117868.10 has consented to this transaction and I hold that consent ☒
- I certify that the Caveator under Caveat 8117868.11 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒
- I certify that the Caveator under Caveat 8117868.12 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

Signature

Signed by Susan Margaret Brown as Grantor Representative on 28/09/2009 02:36 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 Susan Margaret Brown as Grantee Representative on 30/09/2009 09:55 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

RICHARD ALLAN OTTO AND OTTO BLOODSTOCK LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

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

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

Dated this day of 2009

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

Page

1

of

2

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	A and B on DP 395836 C on DP 421521	382503	SA1207/62 SA1209/110 SA1238/5 SA1494/62 SA23C/835 SA35C/528 382502

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule 2].~~

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Annexure schedule 2

Page 1 of 2 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

The Grantor and the Grantee acknowledge that pursuant to a Deed of Agreement made between them on 27 July 2005 ("Agreement"), the Grantor and the Grantee each have the following rights and obligations (subject to prior satisfaction of conditions contained in the Agreement) and that these rights and obligations are binding on and enure for the benefit of their successors in title:

1. The Grantee will design an upgrade to the existing driveway on the Easement Area ("Road") from Cambridge Road along the length of the western boundary of the Dominant Tenement to the south western corner of the Dominant Tenement, which upgrade shall include the laying of a footpath on the western side of the Road and the provision of street lighting (to be sited on the Dominant Tenement) but shall not include the laying of any services under, along or adjacent to the Road required to satisfy the requirements of Waipa District Council ("Council") in relation to the Grantor's applications for a change of the zoning of the Servient Tenement to Zone "Residential" and for a resource consent for the subdivision of the Servient Tenement ("The Grantor's Application(s)") or otherwise. The Grantee shall provide the Grantor with copies of all reports and designs commissioned by the Grantee in connection with the make-up and surfacing of the Road, which shall be to a standard appropriate for the intended purpose of providing access to and from a large retail development on the Dominant Tenement, in addition to a residential development on the Grantor's Land.
2. The Grantee shall prepare documentation for application to the Council for building consents for the Road to the south west corner of the Dominant Tenement and deliver them to the Grantor for signing. The Grantor shall sign and submit the consent application(s) to Council, (at the cost of the Grantee including all local authority fees), within seven days of receipt.
3. The Grantee shall effect construction of the Road in accordance with the building consents at the time and in conjunction with the development of the Dominant Tenement. The construction of the Road shall be completed no later than the final completion of the development of the Dominant Tenement. The works shall not include any services required to satisfy the Council's requirements in relation to the Grantor's Application(s).
4. Upon completion of the Road by the Grantee, the Grantee will reinstate the remaining land to either side of the Road, to the south western boundary of the Dominant Tenement. The Grantee will reinstate the remaining land on the western side of the Road to the south western boundary of the Dominant Tenement as a grassed verge of sufficient size for the laying by the Grantor (at its own cost) under such grassed verge of services required to satisfy the Council's requirements in relation to the the Grantor's Application(s) and the Grantee shall construct a footpath on such grassed verge.
5. Ownership of the Road as constructed by the Grantee shall vest in the Grantor on completion.
6. The Grantor and the Grantee intend that the vehicular and pedestrian right of way over the Easement Area (on completion of construction by the Grantee of the Road from Cambridge Road to the south west corner of the Dominant Tenement) shall be sufficient to provide reasonable access to the Dominant Tenement as a large retail development.
7. In the event that the Council determines that the Road shall vest in the Council as a public road and the Council agrees that such road is suitable for use by vehicles entering and leaving the proposed bulk retail development on the Dominant Tenement and the approved residential development on the Servient Tenement, the easements contained in this Easement Instrument shall be removed, and ownership of the Road shall vest in Council.

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure schedule 2

Page 2 of 2 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

8. In the event that the Grantee sells the Dominant Tenement, or part of the Dominant Tenement directly adjoining the Easement Area, the Grantee shall procure from the purchaser of such land an undertaking to perform those obligations on the Grantee's part contained in the Agreement that remain to be performed as at the date of settlement of the sale of such land.

9. Any dispute that may arise between the parties in relation to the interpretation or operation of the Agreement (or this Easement Instrument) may be referred to arbitration. On the application of either party, the President of the Auckland District Law Society shall appoint an arbitrator to determine the dispute. The arbitrator so appointed shall act as an arbitrator and not an expert. The arbitration shall be conducted in accordance with the Arbitration Act 1996, or any enactment passed in its place, and the decision of the arbitrator (including any award as to the costs of the arbitration) shall be final and binding on the parties.

The liability of Craig Terrence Sanders under this Easement Instrument is not personal but is limited to the assets of the Otto Property Trust.

Attestation Continued	Signed in my presence by the Grantor, Otto Bloodstock Limited
Director	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
Director	Occupation
	Address

View Instrument Details



Instrument No	8307979.3
Status	Registered
Date & Time Lodged	27 October 2009 09:13
Lodged By	Johanson, Mary Jean
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
491309	South Auckland
491310	South Auckland
491311	South Auckland
491312	South Auckland
491313	South Auckland
491314	South Auckland

Annexure Schedule: Contains 3 Pages.

Signature

Signed by Susan Margaret Brown as Territorial Authority Representative on 23/10/2009 01:17 PM

*** End of Report ***

CONSENT NOTICE

IN THE MATTER of the Land Transfer Act
1952

AND

IN THE MATTER of Section 221 of the
Resource Management Act
1991

AND

IN THE MATTER of the Land in Certificates
of Title 382502,
SA35C/528, SA1207/62,
SA1209/110, SA1238/5 and
SA23C/835 (South
Auckland Registry) and
Plan No. DP 422690

WHEREAS -

- 1 The **WAIPA DISTRICT COUNCIL** has pursuant to Sections 104,104A, 108 and 220 of the Resource Management Act 1991 granted to **BILIMAG HOLDINGS LIMITED** a subdivision consent for the subdivision of Lot 1 DP 395836, Lot 2 DPS 822, Lot 2 DPS 5211, Lot 15-17 DPS 3190, Lot 13-14 DPS 3190, Lot 12 DPS 3190 and Lot 11 DPS 3190.
- 2 The subdivision to which consent has been given is shown on Plan No. DP 422690.
- 3 It was a condition of the said consent that pursuant to Section 108 of the Resource Management Act 1991 that:
 - (a) Any future development on Lots 1, 2, 3, 5, 6 and 7 DP 422690 (for which new Certificates of Title 491309, 491310, 491311, 491312, 491313 and 491314 have been allocated) that is not in accordance with the Operative Plan Change (53) to rezone land to General and any subsequent approved landuse consent application under this Plan Change must install services, including but not limited to, sewer and water connections and suitable vehicle entrances in accordance with Council's Code of Practice for Land Development and Subdivision to the satisfaction of Council's Engineering Manager.
 - (b) Lots 1, 2, 3, 5, 6 and 7 DP 422690 (for which new Certificates of Title 491309, 491310, 491311, 491312, 491313 and 491314 have been allocated) are located over an ex-timber yard and demonstrate varying levels of contamination. Contamination issues will be addressed as part of any future landuse consent application under the Operative Plan Change (53) to rezone land to General.
- 4 The said conditions are to be complied with pursuant to the provisions of Section 221 of the Resource Management Act 1991 on a continuing basis.

6103.801.04

NOW PURSUANT TO Section 221 of the Resource Management Act 1991 the **WAIPA DISTRICT COUNCIL HEREBY CONSENTS** to the deposit of the Survey Plan of Subdivision under the Land Transfer Act 1952.

DATED at Te Awamutu this 12th day of October 2009


.....
Authorised Officer

IN THE MATTER of the Land Transfer Act 1952

AND

IN THE MATTER of Section 221 of the Resource
Management Act 1991

AND

IN THE MATTER of the Land in Certificates of
Title 382502, SA35C/528,
SA1207/62, SA1209/110,
SA1238/5 and SA23C/835
(South Auckland Registry) and
Plan No. DP 422690

CONSENT NOTICE

GALLIE MILES
SOLICITORS
TE AWAMUTU

WDC REF: 04481/519.00

6103.801.04

View Instrument Details



Instrument No 8567522.4
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527440	South Auckland
527439	South Auckland
527443	South 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 ☒

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:07 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:07 AM

*** End of Report ***

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

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

Grantor

BILIMAG HOLDINGS LIMITED

Grantee

BILIMAG HOLDINGS LIMITED

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

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	Marked 'B' on DP 433466	Lot 2 DP 433466	Lot 3 DP 433466 comprised on CT 527440 Lot 6 DP 433466 comprised on CT 527443
Right of Way	Marked 'C' on DP 433466	Lot 3 DP 433466	Lot 2 DP 433466 comprised on CT 527439 Lot 6 DP 433466 comprised on CT 527443
Right of Way	Marked 'R' on DP 433466	Lot 6 DP 433466	Lot 2 DP 433466 comprised on CT 527439 Lot 3 DP 433466 comprised on CT 527440

118623865 \ 1412947 \ WSS02



Form B - continued

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

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

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

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

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

[the provisions set out in Annexure Schedule 1]

Covenant provisions

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

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

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

~~**[Annexure Schedule _____]**~~



Annexure Schedule 1

Continuation of easement rights and powers (including terms, covenants and conditions)

1 Instrument prevails

- 1.1 Where the terms of this instrument are in conflict with Schedule 4 of the Land Transfer Regulations 2002, the terms of this instrument will prevail.

2 Forming of the Right of Way

- 2.1 The Grantor will form the Right of Way at its cost no later than 31 August 2011.
- 2.2 The Grantor acknowledges that the Right of Way easement areas 'B' 'C' and 'R' are intended to be used for heavy duty delivery goods vehicles and the Grantor will form these areas in concrete to a specification that is fit for such purpose.

3 Suspension of Right of Way

- 3.1 The Grantor will from time to time, be entitled to temporarily suspend the use of the Right of Way for such a period of time as the Grantor reasonably requires, if the Grantor needs time to undertake:

- (a) Any works including repair, maintenance of the Right of Way; or
- (b) Any works on the servient tenement (including any buildings or improvements on the servient tenement);

and the Grantor (acting reasonably) believes that such works will require the temporary suspension of the use of the Right of Way.

- 3.2 The Grantee will not be entitled to any compensation if the Right of Way is suspended.
- 3.3 The Grantor shall give the Grantee reasonable prior notice before suspending the use of the Right of Way and will minimise the disruption to the Grantee as a result of the Grantor suspending the use of the Right of Way.

4 Rules

- 4.1 The Grantee will ensure its employees, agents, occupiers and invitees of the dominant tenement comply with the Grantor's reasonable rules and directions, from time to time, governing the use of the Right of Way.

5 Management of Right of Way

- 5.1 The Grantor and Grantee agree that the Right of Way easement areas specified in Schedule A in conjunction with the carparking, stormwater and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.



5.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 7.1. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.

5.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

6 Fencing

6.1 The Grantor shall not erect any fencing on the servient tenement that would impede the use of the Right of Way by the Grantee, or the purpose for which the Right of Way is created which includes access to the carparking easement areas affecting the dominant tenement and the servient tenement.

7 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are negated, varied or added to as follows:

7.1 Clause 12, Schedule 4 of the Land Transfer Regulations 2002 is deleted. The intention of the parties is that the Grantor will solely be responsible for any repair and maintenance works to be carried out on the Right of Way, but the Grantee and Grantor except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies, will share the costs of such repair and maintenance works calculated in accordance with the following proportions:

Proportionate share of costs

-	Lot 1 DP 433466	43.5%
-	Lot 2 DP 433466	8.4%
-	Lot 3 DP 433466	29.7%
-	Lot 6 DP 433466	18.4%

7.2 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:

15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the Right of Way to facilitate any development or redevelopment on the servient tenement provided that:

- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
- (ii) the change in the route of the Right of Way will not have any material adverse impact on the dominant tenement.

15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).

15(c) Clause 15(a) will be subject to the consent of Council (if required).



- 15(d) The Grantor shall bear the sole cost of the relocation of the Right of Way if the relocation of the Right of Way is for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.
- 8 A reference in this memorandum to any law, legislation or legislative provision includes any statutory modifications, amendment or re-enactment and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 9 A covenant or agreement on the part of two or more persons binds them jointly and severally.

View Instrument Details



Instrument No 8567522.5
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527440	South Auckland
527438	South Auckland
527439	South Auckland
527443	South 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 ☒

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:10 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 Williamena Suan Cheok Sim as Grantee Representative on 04/10/2010 10:42 AM

*** End of Report ***

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

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

Grantor

BILIMAG HOLDINGS LIMITED

Grantee

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

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

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown reference (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	Marked 'B' on DP 433466	Lot 2 DP 433466	Lot 1 DP 433466 comprised in CT 527438
Right of Way	Marked 'C' on DP 433466	Lot 3 DP 433466	Lot 1 DP 433466 comprised in CT 527438
Right of Way	Marked 'R' on DP 433466	Lot 6 DP 433466	Lot 1 DP 433466 comprised in CT 527438

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

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

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

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

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

[the provisions set out in Annexure Schedule 1]

Covenant provisions

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

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

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

[Annexure Schedule _____]

Annexure Schedule 1

Continuation of easement rights and powers (including terms, covenants and conditions)

1 Instrument prevails

- 1.1 Where the terms of this instrument are in conflict with Schedule 4 of the Land Transfer Regulations 2002, the terms of this instrument will prevail.

2 Forming of the Right of Way

- 2.1 The Grantor will form the Right of Way at its cost no later than 31 August 2011.

- 2.2 The Grantor acknowledges that:

2.2.1 the Right of Way easement areas 'B', 'C' and 'R' are intended to be used for heavy duty delivery goods vehicles and the Grantor will form these areas in concrete to a specification that is fit for such purpose.

2.2.2 the Grantee has granted reciprocal rights of way on Lot 1 and will form these before the Right of Way under this instrument is formed. The Grantor shall form the Right of Way on the servient tenement to the same standard, uniformity and consistency as the right of way on Lot 1.

3 Suspension of Right of Way

- 3.1 The Grantor will from time to time, be entitled to temporarily suspend the use of the Right of Way for such a period of time as the Grantor reasonably requires, if the Grantor needs time to undertake:

- (a) Any works including repair, maintenance of the Right of Way; or
- (b) Any works on the servient tenement (including any buildings or improvements on the servient tenement);

and the Grantor (acting reasonably) believes that such works will require the temporary suspension of the use of the Right of Way.

- 3.2 The Grantee will not be entitled to any compensation if the Right of Way is suspended.

- 3.3 The Grantor shall give the Grantee reasonable prior notice before suspending the use of the Right of Way and will minimise the disruption to the Grantee as a result of the Grantor suspending the use of the Right of Way.

4 Rules

- 4.1 The Grantee will ensure its employees, agents, occupiers and invitees of the dominant tenement comply with the Grantor's reasonable rules and directions, from time to time, governing the use of the Right of Way.

5 Management of Right of Way

- 5.1 The Grantor and Grantee agree that the Right of Way easement areas specified in Schedule A in conjunction with the carparking, stormwater and sewage easement areas and any applicable related easement facilities that are

common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.

- 5.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 7.1. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.

- 5.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

6 Fencing

- 6.1 The Grantor shall not erect any fencing on the servient tenement that would impede the use of the Right of Way by the Grantee, or the purpose for which the Right of Way is created which includes access to the carparking easement areas affecting the dominant tenement and the servient tenement.

7 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are negated, varied or added to as follows:

- 7.1 Clause 12, Schedule 4 of the Land Transfer Regulations 2002 is deleted. The intention of the parties is that the Grantor will solely be responsible for any repair and maintenance works to be carried out on the Right of Way, but the Grantee and Grantor except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies, will share the costs of such repair and maintenance works calculated in accordance with the following proportions:

Proportionate share of costs

-	Lot 1 DP 433466	43.5%
-	Lot 2 DP 433466	8.4%
-	Lot 3 DP 433466	29.7%
-	Lot 6 DP 433466	18.4%

- 7.2 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:

- 15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the Right of Way to facilitate any development or redevelopment on the servient tenement provided that:
- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
 - (ii) the change in the route of the Right of Way will not have any material adverse impact on the dominant tenement.
- 15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).
- 15(c) Clause 15(a) will be subject to the consent of Council (if required).

- 15(d) The Grantor shall bear the sole cost of the relocation of the Right of Way if the relocation of the Right of Way is for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.
- 8 A reference in this memorandum to any law, legislation or legislative provision includes any statutory modifications, amendment or re-enactment and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 9 A covenant or agreement on the part of two or more persons binds them jointly and severally.

View Instrument Details



Instrument No 8567522.6
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527439	South Auckland
527441	South Auckland
527442	South Auckland
527443	South Auckland
527438	South Auckland
527440	South 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 ☒

Signature

Signed by Williamena Suan Cheok Sim as Grantor Representative on 04/10/2010 10:50 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:14 AM

*** End of Report ***

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

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

Grantor

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

Grantee

BILIMAG HOLDINGS LIMITED

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

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown reference (plan)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	Marked 'A' on DP 433466	Lot 1 DP 433466	Lot 2 DP 433466 comprised in CT 527439 Lot 3 DP 433466 comprised in CT 527440 Lot 6 DP 433466 comprised in CT 527443
Right of Way	Marked 'D' on DP 433466	Lot 1 DP 433466	Lot 2 DP 433466 comprised in CT 527439 Lot 3 DP 433466 comprised in CT 527440 Lot 4 DP 433466 comprised in CT 527441 Lot 5 DP 433466 comprised in CT 527442 Lot 6 DP 433466 comprised in CT 527443

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

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

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

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

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

[the provisions set out in Annexure Schedule 1]

Covenant provisions

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

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

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

[Annexure Schedule _____]

Annexure Schedule 1

Continuation of easement rights and powers (including terms, covenants and conditions)

1 Instrument prevails

- 1.1 Where the terms of this instrument are in conflict with Schedule 4 of the Land Transfer Regulations 2002, the terms of this instrument will prevail.

2 Forming of the Right of Way

- 2.1 The Grantor will form the Right of Way at its cost no later than 31 August 2011.
- 2.2 The Grantor acknowledges that the Right of Way easement area 'A' is intended to be used for heavy duty delivery goods vehicles and the Grantor will form these areas in concrete to a specification that is fit for such purpose.

3 Suspension of Right of Way

- 3.1 The Grantor will from time to time, be entitled to temporarily suspend the use of the Right of Way for such a period of time as the Grantor reasonably requires, if the Grantor needs time to undertake:

- (a) Any works including repair, maintenance of the Right of Way; or
- (b) Any works on the servient tenement (including any buildings or improvements on the servient tenement);

and the Grantor (acting reasonably) believes that such works will require the temporary suspension of the use of the Right of Way.

- 3.2 The Grantee will not be entitled to any compensation if the Right of Way is suspended.
- 3.3 The Grantor shall give the Grantee reasonable prior notice before suspending the use of the Right of Way and will minimise the disruption to the Grantee as a result of the Grantor suspending the use of the Right of Way.

4 Rules

- 4.1 The Grantee will ensure its employees, agents, occupiers and invitees of the dominant tenement comply with the Grantor's reasonable rules and directions, from time to time, governing the use of the Right of Way.

5 Management of Right of Way

- 5.1 The Grantor and Grantee agree that the Right of Way easement areas specified in Schedule A in conjunction with the carparking, stormwater and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.
- 5.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 7.1. In all

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cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.

- 5.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

6 Fencing

- 6.1 The Grantor shall not erect any fencing on the servient tenement that would impede the use of the Right of Way by the Grantee, or the purpose for which the Right of Way is created which includes access to the carparking easement areas affecting the dominant tenement and the servient tenement.

7 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are negated, varied or added to as follows:

- 7.1 Clause 12, Schedule 4 of the Land Transfer Regulations 2002 is deleted. The intention of the parties is that the Grantor will solely be responsible for any repair and maintenance works to be carried out on the Right of Way, but the Grantee and Grantor except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies, will share the costs of such repair and maintenance works calculated in accordance with the following proportions:

Proportionate share of costs in respect of Area D

-	Lot 1 DP 433466	43.5%
-	Lot 2 DP 433466	6.4%
-	Lot 3 DP 433466	29.7%
-	Lot 4 DP 433466	3.2%
-	Lot 5 DP 433466	3.1%
-	Lot 6 DP 433466	14.1%

Proportionate share of costs in respect of Area A

-	Lot 1 DP 433466	43.5%
-	Lot 2 DP 433466	8.4%
-	Lot 3 DP 433466	29.7%
-	Lot 6 DP 433466	18.4%

- 7.2 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:

- 15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the Right of Way to facilitate any development or redevelopment on the servient tenement provided that:
- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
 - (ii) the change in the route of the Right of Way will not have any material adverse impact on the dominant tenement.
- 15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).

- 15(c) Clause 15(a) will be subject to the consent of Council (if required).
- 15(d) The Grantor shall bear the sole cost of the relocation of the Right of Way if the relocation of the Right of Way is for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.
- 8. A reference in this memorandum to any law, legislation or legislative provision includes any statutory modifications, amendment or re-enactment and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 9. A covenant or agreement on the part of two or more persons binds them jointly and severally.

View Instrument Details



Instrument No 8567522.7
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527438	South Auckland
527441	South Auckland
527442	South Auckland
527439	South Auckland
527440	South Auckland
527443	South Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:18 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 Williamena Suan Cheok Sim as Grantee Representative on 04/10/2010 10:50 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1Easement instrument Dated Page 1 of 5 pages**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Carparking Easement	'G' on DP 433466	Lot 2 DP 433466 comprised in CT527439	Lot 1 DP 433466 comprised in CT527438
Carparking Easement	'K' on DP 433466	Lot 6 DP 433466 comprised in CT527443	Lot 1 DP 433466 comprised in CT527438
Carparking Easement	'L' on DP 433466	Lot 3 DP 433466 comprised in CT527440	Lot 1 DP 433466 comprised in CT527438
Carparking Easement	'M' on DP 433466	Lot 4 DP 433466 comprised in CT527441	Lot 1 DP 433466 comprised in CT527438
Carparking Easement	'N' on DP 433466	Lot 5 DP 433466 comprised in CT527442	Lot 1 DP 433466 comprised in CT527438

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

The implied rights and powers are ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~~~[the provisions set out in Annexure Schedule 2].~~**Covenant provisions**

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~~~[Annexure Schedule 2].~~**All signing parties and either their witnesses or solicitors must sign or initial in this box**

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

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

Dated

Page **2** of **5** Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2**The Fourth Schedule of the Land Transfer Regulations 2002 is varied or added to as follows:**

1. The definition of 'easement facility' in clause 1 is varied by adding the following:
 "(g) in relation to a carparking right, means that part of the surface of the land described as the stipulated area and anything in replacement or substitution,"
2. Clause 2 is varied by adding the following:
 "(h) a carparking right."
3. A new clause 15 is added as follows:
 "15 **Carparking right**
 Subject to clauses 16 and 17, a carparking right includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times:
 (a) to park vehicles of any description on those parts of the easement facility identified or to be identified as carparks on the ground for parking; and
 (b) for the purpose of parking any such vehicle, to go over and along the easement facility with such vehicle; and
 (c) for the purpose of going from and to such vehicle and from and to the dominant land, to go over and along any part of the easement facility on foot or by vehicle;
 subject to any rules and regulations in clause 18."
4. A new clause 16 is added as follows:
 "16 **Carparks**
 16.1 The parties acknowledge that there are currently a total of 297 carparks available on the servient tenement which are subject to the carparking rights granted in this easement instrument. The Grantor will be entitled at any time to change the position and grid patterns of the carparks (and the position of the vehicle access lanes to and from the carparks) provided that:
 16.1.1 the change does not detrimentally affect the Grantee's enjoyment of its right to park on the servient tenement
 16.1.2 the carparks are not stacked
 16.1.3 the minimum number of carparks as set out below are preserved:
 (a) In respect of Lot 2 DP 433466, 39 carparks
 (b) In respect of Lot 3 DP 433466, 158 carparks

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

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

Annexure Schedule

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

Easement

Dated

Page 3 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

- (c) In respect of Lot 4 DP 433466, 28 carparks
- (d) In respect of Lot 5 DP 433466, 19 carparks
- (e) In respect of Lot 6 DP 433466, 53 carparks, being a total of 297 carparks.

16.2 The Grantor and Grantee agree that in no event shall the number of carparks situated on the entire development, being Lots 1 to 6, be reduced so that the development does not comply with the current District Plan requirements."

5. A new clause 17 is added as follows:

"17 Expansion, development or redevelopment

17.1 The Grantee acknowledges that the Grantor may at any time and from time to time resume occupation of any part or parts of the servient tenement comprising the easement facility shown in Schedule A for the purposes of expanding, developing or redeveloping any part of the servient tenement or any adjoining land owned or leased by the Grantor. However, the Grantor will at all times continue to make available 297 carparks on the servient tenement in accordance with clause 16.1.3 to the Grantee on the same terms and conditions as those contained in this easement instrument. The replacement carparks will be of equivalent size and convenience of access and will not be stacked. The Grantee will at the request of the Grantor surrender any part of the carparking right granted in this easement instrument (whether by way of partial surrender or full surrender and regrant) as may be necessary to enable the Grantor to expand, develop or redevelop the servient tenement or any adjoining land owned or leased by the Grantor. The Grantee will sign such documents and do such things as may be required so as to give effect to this clause 17.1. Without limitation, the Grantee will use its reasonable endeavours to obtain its mortgagee's consent or the consent of any other party that is required to give effect to the registration of the partial surrender or full surrender and regrant. The Grantor will pay the Grantee's reasonable legal costs in relation to the preparation, negotiation and execution of the documents together with the Grantee's reasonable costs of obtaining its mortgagee's or other party's consent."

6. A new clause 18 is added as follows:

"18 Rules and Regulations

- 18.1 The parties acknowledge the importance of having uniform rules and regulations in relation to the use of the carparks in the entire development comprising Lots 1 to 6 DP 433466 (including without limitation traffic flow directions, parking restrictions and time restrictions).
- 18.2 The Grantor will agree with the Grantee (both parties acting reasonably) such reasonable rules and regulations in relation to the use of the carparks in the entire development.
- 18.3 If the parties cannot agree on the uniform rules and regulations referred to in clause 18.2, then the parties will be required to resolve their disputes in accordance with the dispute resolution process specified in clause 14, Schedule 4 of 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 box.

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

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

**Easement**

Dated

Page **4** of **5** Pages*(Continue in additional Annexure Schedule, if required.)*

- 18.4 The Grantee will comply and will ensure that all persons authorised to use the carparks through the Grantee will comply with such rules and regulations."

7. A new clause 19 is added as follows:

"19 Costs

- 19.1 The Grantor will form the carparks and associated landscaping, installation of carpark and security lighting, signage and initial carpark marking, at its sole cost.

- 19.2 The Grantor and the Grantee are responsible for the ongoing costs following formation of the carparking including, without limitation:

- (a) marking of carparks
- (b) ground maintenance including lawns, gardens and planted areas;
- (c) cleaning, repairs and maintenance;
- (d) maintenance reserve for carpark repairs and maintenance (if any);
- (e) security services;
- (f) reasonable management administration expenses;
- (g) refuse removal and collection charges;
- (h) signage relating to the grant of this easement. By way of example only, signage specifying the hours of use and directions.

- 19.3 Subject to clause 19.4 and except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies, the Grantor and the Grantee will share the carparking costs referred to in clause 19.2, calculated in accordance with the following proportions:

Proportionate share of costs

- Lot 1 DP 433466	43.5%
- Lot 2 DP 433466	6.4%
- Lot 3 DP 433466	29.7%
- Lot 4 DP 433466	3.2%
- Lot 5 DP 433466	3.1%
- Lot 6 DP 433466	14.1%

- 19.4 The Grantor will install, at its own cost, separate water and electricity meters for water and electricity charged for the easement areas and will pay its own water and electricity charges."

8. A new clause 20 is added as follows:

"20 Management of carparks

- 20.1 The Grantor and Grantee agree that the carparking easement areas specified in Schedule A in conjunction with the right of way, stormwater and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.

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

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

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

Dated

Page **5** of **5** Pages*(Continue in additional Annexure Schedule, if required.)*

- 20.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 19.3. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.
- 20.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably."
9. A new clause 21 is added as follows:
- "21 Grantor's acknowledgement**
- 21.1 The Grantor acknowledges that the Grantee has granted reciprocal carparking easement areas on Lot 1 and will form these before the carparking easement areas under this instrument are formed. The Grantor shall form the carparking easement areas on the servient tenement to the same standard, uniformity and consistency as the carparking easement areas on Lot 1."
10. A new clause 22 is added as follows:
- "22 Suspension of Carparking**
- 22.1 The Grantor will from time to time, be entitled to temporarily suspend the use of the carparks for such a period of time as the Grantor reasonably requires, if the Grantor needs time to undertake:
- (a) Any works including repair, maintenance of the carparks; or
 - (b) Any works on the servient tenement (including any buildings or improvements on the servient tenement);
- and the Grantor (acting reasonably) believes that such works will require the temporary suspension of the use of the carparks.
- 22.2 The Grantee will not be entitled to any compensation if the carparks are suspended.
- 22.3 The Grantor shall give the Grantee reasonable prior notice before suspending the use of the carparks and will minimise the disruption to the Grantee as a result of the Grantor suspending the use of the carparks."

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

View Instrument Details



Instrument No 8567522.8
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527441	South Auckland
527442	South Auckland
527438	South Auckland
527439	South Auckland
527440	South Auckland
527443	South Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Williamena Suan Cheok Sim as Grantor Representative on 04/10/2010 10:50 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:20 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

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

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

Dated this

day of

2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

Page

1

of

5

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Carparking Easement	J on DP 433466	Lot 1 DP 433466 comprised in CT 527438	Lot 2 DP 433466 comprised in CT527439 Lot 3 DP 433466 comprised in CT527440 Lot 4 DP 433466 comprised in CT527441 Lot 5 DP 433466 comprised in CT527442 Lot 6 DP 433466 comprised in CT527443

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

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

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

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

Annexure Schedule

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

Easement

Dated

Page 2 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

The Fourth Schedule of the Land Transfer Regulations 2002 is varied or added to as follows:

1. The definition of 'easement facility' in clause 1 is varied by adding the following:

"(g) in relation to a carparking right, means that part of the surface of the land described as the stipulated area and anything in replacement or substitution."
2. Clause 2 is varied by adding the following:

"(h) a carparking right."
3. A new clause 15 is added as follows:

"15 Carparking right

Subject to clauses 16 and 17, a carparking right includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times:

 - (a) to park vehicles of any description on those parts of the easement facility identified or to be identified as carparks on the ground for parking; and
 - (b) for the purpose of parking any such vehicle, to go over and along the easement facility with such vehicle; and
 - (c) for the purpose of going from and to such vehicle and from and to the dominant land, to go over and along any part of the easement facility on foot or by vehicle;

subject to any rules and regulations in clause 18."
4. A new clause 16 is added as follows:

"16 Carparks

16.1 The parties acknowledge that there are currently a total of 313 carparks available on the servient tenement which are subject to the carparking rights granted in this easement instrument. The Grantor will be entitled at any time to change the position and grid patterns of the carparks (and the position of the vehicle access lanes to and from the carparks) provided that:

 - 16.1.1 the change does not detrimentally affect the Grantee's enjoyment of its right to park on the servient tenement
 - 16.1.2 the carparks are not stacked
 - 16.1.3 the minimum number of 313 carparks are preserved

16.2 The Grantor and Grantee agree that in no event shall the number of carparks situated on the entire development, being Lots 1 to 6, be reduced so that the development does not comply with the current District Plan requirements."

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

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

Annexure Schedule

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

Easement

Dated

Page 3 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

5. A new clause 17 is added as follows:

"17 Expansion, development or redevelopment"

- 17.1 The Grantee acknowledges that the Grantor may at any time and from time to time resume occupation of any part or parts of the servient tenement comprising the easement facility shown in Schedule A, for the purposes of expanding, developing or redeveloping any part of the servient tenement or any adjoining land owned or leased by the Grantor. However, the Grantor will at all times continue to make available 313 carparks on the servient tenement in accordance with clause 16.1.3 to the Grantee on the same terms and conditions as those contained in this easement instrument. The replacement carparks will be of equivalent size and convenience of access and will not be stacked. The Grantee will at the request of the Grantor surrender any part of the carparking right granted in this easement instrument (whether by way of partial surrender or full surrender and regrant) as may be necessary to enable the Grantor to expand, develop or redevelop the servient tenement or any adjoining land owned or leased by the Grantor. The Grantee will sign such documents and do such things as may be required so as to give effect to this clause 17.1. Without limitation, the Grantee will use its reasonable endeavours to obtain its mortgagee's consent or the consent of any other party that is required to give effect to the registration of the partial surrender or full surrender and regrant. The Grantor will pay the Grantee's reasonable legal costs in relation to the preparation, negotiation and execution of the documents together with the Grantee's reasonable costs of obtaining its mortgagee's or other party's consent."

6. A new clause 18 is added as follows:

"18 Rules and Regulations"

- 18.1 The parties acknowledge the importance of having uniform rules and regulations in relation to the use of the carparks in the entire development comprising Lots 1 to 6 DP 433466 (including without limitation traffic flow directions, parking restrictions and time restrictions).
- 18.2 The Grantor will agree with the Grantee (both parties acting reasonably) such reasonable rules and regulations in relation to the use of the carparks in the entire development.
- 18.3 If the parties cannot agree on the uniform rules and regulations referred to in clause 18.2, then the parties will be required to resolve their disputes in accordance with the dispute resolution process specified in clause 14, Schedule 4 of the Land Transfer Regulations 2002.
- 18.4 The Grantee will comply and will ensure that all persons authorised to use the carparks through the Grantee will comply with such rules and regulations."

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

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

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

Dated

Page **4** of **5** Pages

(Continue in additional Annexure Schedule, if required.)

7. A new clause 19 is added as follows:

"19 Costs

19.1 The Grantor will form the carparks and associated landscaping, installation of carpark and security lighting, signage and initial carpark marking, at its sole cost.

19.2 The Grantor and the Grantee are responsible for the ongoing costs following formation of the carparking including, without limitation:

- (a) marking of carparks
- (b) ground maintenance including lawns, gardens and planted areas;
- (c) cleaning, repairs and maintenance;
- (d) maintenance reserve for carpark repairs and maintenance (if any);
- (e) security services;
- (f) reasonable management administration expenses;
- (g) refuse removal and collection charges;
- (h) signage relating to the grant of this easement. By way of example only, signage specifying the hours of use and directions.

19.3 Subject to clause 19.4 and except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies, the Grantor and the Grantee will share the carparking costs referred to in clause 19.2, calculated in accordance with the following proportions:

Proportionate share of costs

- Lot 1 DP 433466	43.5%
- Lot 2 DP 433466	6.4%
- Lot 3 DP 433466	29.7%
- Lot 4 DP 433466	3.2%
- Lot 5 DP 433466	3.1%
- Lot 6 DP 433466	14.1%

19.4 The Grantor will install, at its own cost, separate water and electricity meters for water and electricity charged for the easement areas and will pay its own water and electricity charges."

8. A new clause 20 is added as follows:

"20 Management of carparks

20.1 The Grantor and Grantee agree that the carparking easement areas specified in Schedule A in conjunction with the right of way, stormwater and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.

20.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with

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

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

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc



Easement

Dated

Page 5 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

the proportions specified in clause 19.3. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.

- 20.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably."

9. A new clause 21 is added as follows:

"21 Suspension of Carparking

- 21.1 The Grantor will from time to time, be entitled to temporarily suspend the use of the carparks for such a period of time as the Grantor reasonably requires, if the Grantor needs time to undertake:

- (a) Any works including repair, maintenance of the carparks; or
- (b) Any works on the servient tenement (including any buildings or improvements on the servient tenement);

and the Grantor (acting reasonably) believes that such works will require the temporary suspension of the use of the carparks.

- 21.2 The Grantee will not be entitled to any compensation if the carparks are suspended.

- 21.3 The Grantor shall give the Grantee reasonable prior notice before suspending the use of the carparks and will minimise the disruption to the Grantee as a result of the Grantor suspending the use of the carparks."

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

View Instrument Details



Instrument No 8567522.9
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527439	South Auckland
527440	South Auckland
527441	South Auckland
527442	South Auckland
527443	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 ☒

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:24 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:24 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

Page **1** of **6** pages**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
See attached schedule			

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

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

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

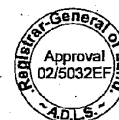
The provisions applying to the specified covenants are those set out in:

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

~~[Annexure Schedule 2].~~

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

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

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

Easement

Dated

Page 2 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Carparking Easement	'G' on DP 433466	Lot 2 DP 433466 comprised in CT 527439	Lot 3 DP 433466 comprised in CT 527440 Lot 4 DP 433466 comprised in CT 527441 Lot 5 DP 433466 comprised in CT 527442 Lot 6 DP 433466 comprised in CT 527443
Carparking Easement	'K' on DP 433466	Lot 6 DP 433466 comprised in CT 527443	Lot 2 DP 433466 comprised in CT 527439 Lot 3 DP 433466 comprised in CT 527440 Lot 4 DP 433466 comprised in CT 527441 Lot 5 DP 433466 comprised in CT 527442
Carparking Easement	'L' on DP 433466	Lot 3 DP 433466 comprised in CT 527440	Lot 2 DP 433466 comprised in CT 527439 Lot 4 DP 433466 comprised in CT 527441 Lot 5 DP 433466 comprised in CT 527442 Lot 6 DP 433466 comprised in CT 527443
Carparking Easement	'M' on DP 433466	Lot 4 DP 433466 comprised in CT 527441	Lot 2 DP 433466 comprised in CT 527439 Lot 3 DP 433466 comprised in CT 527440 Lot 5 DP 433466 comprised in CT 527442 Lot 6 DP 433466 comprised in CT 527443
Carparking Easement	'N' on DP 433466	Lot 5 DP 433466 comprised in CT 527442	Lot 2 DP 433466 comprised in CT 527439 Lot 3 DP 433466 comprised in CT 527440 Lot 4 DP 433466 comprised in CT 527441 Lot 6 DP 433466 comprised in CT 527443

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

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

Annexure Schedule

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

Easement

Dated

Page 3 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

The Fourth Schedule of the Land Transfer Regulations 2002 is varied or added to as follows:

1. The definition of 'easement facility' in clause 1 is varied by adding the following:

"(g) in relation to a carparking right, means that part of the surface of the land described as the stipulated area and anything in replacement or substitution."
2. Clause 2 is varied by adding the following:

"(h) a carparking right."
3. A new clause 15 is added as follows:

"15 Carparking right

Subject to clauses 16 and 17, a carparking right includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times:

 - (a) to park vehicles of any description on those parts of the easement facility identified or to be identified as carparks on the ground for parking; and
 - (b) for the purpose of parking any such vehicle, to go over and along the easement facility with such vehicle; and
 - (c) for the purpose of going from and to such vehicle and from and to the dominant land, to go over and along any part of the easement facility on foot or by vehicle;

subject to any rules and regulations in clause 18."
4. A new clause 16 is added as follows:

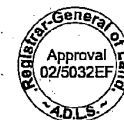
"16 Carparks

16.1 The parties acknowledge that there are currently a total of 297 carparks available on the servient tenement which are subject to the carparking rights granted in this easement instrument. The Grantor will be entitled at any time to change the position and grid patterns of the carparks (and the position of the vehicle access lanes to and from the carparks) provided that:

 - 16.1.1 the change does not detrimentally affect the Grantee's enjoyment of its right to park on the servient tenement
 - 16.1.2 the carparks are not stacked
 - 16.1.3 the minimum number of carparks as set out below are preserved:
 - (a) In respect of Lot 2 DP 433466, 39 carparks
 - (b) In respect of Lot 3 DP 433466, 158 carparks
 - (c) In respect of Lot 4 DP 433466, 28 carparks
 - (d) In respect of Lot 5 DP 433466, 19 carparks
 - (e) In respect of Lot 6 DP 433466, 53 carparks, being a total of 297 carparks.

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

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

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

Easement

Dated

Page 4 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

- 16.2 The Grantor and Grantee agree that in no event shall the number of carparks situated on the entire development, being Lots 1 to 6, be reduced so that the development does not comply with the current District Plan requirements."

5. A new clause 17 is added as follows:

"17 Expansion, development or redevelopment

- 17.1 The Grantee acknowledges that the Grantor may at any time and from time to time resume occupation of any part or parts of the servient tenement comprising the easement facility shown in Schedule A, for the purposes of expanding, developing or redeveloping any part of the servient tenement or any adjoining land owned or leased by the Grantor. However, the Grantor will at all times continue to make available 297 carparks on the servient tenement in accordance with clause 16.1.3 to the Grantee on the same terms and conditions as those contained in this easement instrument. The replacement carparks will be of equivalent size and convenience of access and will not be stacked. The Grantee will at the request of the Grantor surrender any part of the carparking right granted in this easement instrument (whether by way of partial surrender or full surrender and regrant) as may be necessary to enable the Grantor to expand, develop or redevelop the servient tenement or any adjoining land owned or leased by the Grantor. The Grantee will sign such documents and do such things as may be required so as to give effect to this clause 17.1. Without limitation, the Grantee will use its reasonable endeavours to obtain its mortgagee's consent or the consent of any other party that is required to give effect to the registration of the partial surrender or full surrender and regrant. The Grantor will pay the Grantee's reasonable legal costs in relation to the preparation, negotiation and execution of the documents together with the Grantee's reasonable costs of obtaining its mortgagee's or other party's consent."

6. A new clause 18 is added as follows:

"18 Rules and Regulations

- 18.1 The parties acknowledge the importance of having uniform rules and regulations in relation to the use of the carparks in the entire development comprising Lots 1 to 6 DP 433466 (including without limitation traffic flow directions, parking restrictions and time restrictions).
- 18.2 The Grantor will agree with the Grantee (both parties acting reasonably) such reasonable rules and regulations in relation to the use of the carparks in the entire development.
- 18.3 If the parties cannot agree on the uniform rules and regulations referred to in clause 18.2, then the parties will be required to resolve their disputes in accordance with the dispute resolution process specified in clause 14, Schedule 4 of the Land Transfer Regulations 2002.
- 18.4 The Grantee will comply and will ensure that all persons authorised to use the carparks through the Grantee will comply with such rules and regulations."

7. A new clause 19 is added as follows:

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

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

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

**Easement**

Dated

Page

5

of

6

Pages

(Continue in additional Annexure Schedule, if required.)

"19 Costs

19.1 The Grantor will form the carparks and associated landscaping, installation of carpark and security lighting, signage and initial carpark marking, at its sole cost, prior to the commencement of any trading from any premises on the servient tenements.

19.2 The Grantor and the Grantee are responsible for the ongoing costs following formation of the carparking including, without limitation:

- (a) marking of carparks
- (b) ground maintenance including lawns, gardens and planted areas;
- (c) cleaning, repairs and maintenance;
- (d) maintenance reserve for carpark repairs and maintenance (if any);
- (e) security services;
- (f) reasonable management administration expenses;
- (g) refuse removal and collection charges;
- (h) signage relating to the grant of this easement. By way of example only, signage specifying the hours of use and directions.

19.3 Subject to clause 19.4 and except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies, the Grantor and the Grantee will share the carparking costs referred to in clause 19.2, calculated in accordance with the following proportions:

Proportionate share of costs

- Lot 1 DP 433466	43.5%
- Lot 2 DP 433466	6.4%
- Lot 3 DP 433466	29.7%
- Lot 4 DP 433466	3.2%
- Lot 5 DP 433466	3.1%
- Lot 6 DP 433466	14.1%

19.4 The Grantor will install, at its own cost, separate water and electricity meters for water and electricity charged for the easement areas and will pay its own water and electricity charges."

8. A new clause 20 is added as follows:

"20 Management of carparks

20.1 The Grantor and Grantee agree that the carparking easement areas specified in Schedule A in conjunction with the right of way, stormwater and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.

20.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 19.3. In all cases even if the appointment of the

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

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

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page **6** of **6** Pages*(Continue in additional Annexure Schedule, if required.)*

manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.

- 20.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably."

9. A new clause 21 is added as follows:

"21 Suspension of Carparking

- 21.1 The Grantor will from time to time, be entitled to temporarily suspend the use of the carparks for such a period of time as the Grantor reasonably requires, if the Grantor needs time to undertake:

- (a) Any works including repair, maintenance of the carparks; or
- (b) Any works on the servient tenement (including any buildings or improvements on the servient tenement);

and the Grantor (acting reasonably) believes that such works will require the temporary suspension of the use of the carparks.

- 21.2 The Grantee will not be entitled to any compensation if the carparks are suspended.

- 21.3 The Grantor shall give the Grantee reasonable prior notice before suspending the use of the carparks and will minimise the disruption to the Grantee as a result of the Grantor suspending the use of the carparks."

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

View Instrument Details



Instrument No 8567522.10
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527438	South Auckland
527439	South Auckland
527440	South Auckland
527441	South Auckland
527442	South Auckland
527443	South Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Williamena Suan Cheok Sim as Grantor Representative on 04/10/2010 10:51 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:27 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

Page

1

of

5

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
See attached schedule			

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

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

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

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

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

Easement

Dated

Page 2 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Schedule A

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to drain water	Marked 'A' on DP 433466	Lot 1 DP 433466	Lot 2 DP 433466 comprised in CT 527439 Lot 3 DP 433466 comprised in CT 527440 Lot 4 DP 433466 comprised in CT 527441 Lot 5 DP 433466 comprised in CT 527442 Lot 6 DP 433466 comprised in CT 527443
Right to drain water	Marked 'J' on DP 433466	Lot 1 DP 433466	Lot 2 DP 433466 comprised in CT 527439 Lot 3 DP 433466 comprised in CT 527440 Lot 4 DP 433466 comprised in CT 527441 Lot 5 DP 433466 comprised in CT 527442 Lot 6 DP 433466 comprised in CT 527443
Right to drain water	Marked 'P' on DP 433466	Lot 1 DP 433466	Lot 2 DP 433466 comprised in CT 527439 Lot 3 DP 433466 comprised in CT 527440 Lot 4 DP 433466 comprised in CT 527441 Lot 5 DP 433466 comprised in CT 527442 Lot 6 DP 433466 comprised in CT 527443
Right to drain water	Marked 'AA' on DP 433466	Lot 1 DP 433466	Lot 2 DP 433466 comprised in CT 527439 Lot 3 DP 433466 comprised in CT 527440 Lot 4 DP 433466 comprised in CT 527441 Lot 5 DP 433466 comprised in CT 527442 Lot 6 DP 433466 comprised in CT 527443
Right to drain water	Marked 'D' on DP 433466	Lot 1 DP 433466	Lot 2 DP 433466 comprised in CT 527439

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

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

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

Dated

Page **3** of **5** Pages

(Continue in additional Annexure Schedule, if required.)

			Lot 3 DP 433466 comprised in CT 527440 Lot 4 DP 433466 comprised in CT 527441 Lot 5 DP 433466 comprised in CT 527442 Lot 6 DP 433466 comprised in CT 527443
--	--	--	--

Annexure Schedule 1**Continuation of easement rights and powers (including terms, covenants and conditions)****1 Management of Easement Areas**

- 1.1 The Grantor and Grantee agree that the right to drain water easement areas specified in Schedule A in conjunction with the rights of way, carparking, and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.
- 1.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 2.2. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.
- 1.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

2 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are varied and added to as follows:

- 2.1 Reference to the words 'whether above or' in the definition of 'easement facility' in sub-clauses 1(a) and 1(d), Schedule 4 of the Land Transfer Regulations 2002 are deleted, with the intent that the easement facilities are to be under the ground only.

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

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

Annexure Schedule

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

Easement

Dated

Page **4** of **5** Pages*(Continue in additional Annexure Schedule, if required.)*

2.2 If the Grantor and Grantee share the use of the easement facility, then the Grantor will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be shared by the Grantor and Grantee in the following proportions, except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies:

Proportionate share of costs in respect of Areas A, D, J, P & AA

- Lot 1 DP 433466	43.5%
- Lot 2 DP 433466	6.4%
- Lot 3 DP 433466	29.7%
- Lot 4 DP 433466	3.2%
- Lot 5 DP 433466	3.1%
- Lot 6 DP 433466	14.1%

2.3 If the Grantee (or Grantees if more than 1) has (or have) exclusive use of the easement facility, then the Grantee will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be paid by Grantee (if more than 1, then each of them is responsible equally), except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies.

2.4 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:

- 15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the easement facilities to facilitate any development or redevelopment on the servient tenement provided that:
- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
 - (ii) the change in the route of the easement facilities will not have any material adverse impact on the dominant tenement.
- 15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).
- 15(c) Clause 15(a) will be subject to the consent of Council (if required).

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

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

Annexure Schedule



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

Easement

Dated

Page 5 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

- 15(d) The Grantor shall bear the sole cost of the relocation of the easement facilities if the relocation of the easement facilities are for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

View Instrument Details



Instrument No 8567522.11
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527438	South Auckland
527439	South Auckland
527442	South Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:29 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 Williamena Suan Cheok Sim as Grantee Representative on 04/10/2010 10:51 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1Easement instrument Dated Page 1 of 3 pages**Schedule A***(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to drain water	Marked 'B', 'BB' and 'G' on DP 433466	Lot 2 DP 433466 comprised in CT 527439	Lot 1 DP 433466 comprised in CT 527438
Right to drain water	Marked 'N' on DP 433466	Lot 5 DP 433466 comprised in CT 527442	Lot 1 DP 433466 comprised in CT 527438

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

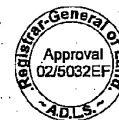
Continue in additional Annexure Schedule if required.

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

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

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

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

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

Easement

Dated

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 1**Continuation of easement rights and powers (including terms, covenants and conditions)****1 Management of Easement Areas**

1.1 The Grantor and Grantee agree that the right to drain water easement areas specified in Schedule A in conjunction with the rights of way, carparking, and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.

1.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 2.2. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.

1.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

2 The Implied rights and powers prescribed by the Land Transfer Regulations 2002 are varied and added to as follows:

2.1 Reference to the words 'whether above or' in the definition of 'easement facility' in sub-clauses 1(a) and 1(d), Schedule 4 of the Land Transfer Regulations 2002 are deleted, with the intent that the easement facilities are to be under the ground only.

2.2 The Grantor will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The Grantor will solely be responsible for the costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance, except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies.

2.3 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:

15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the easement facilities to facilitate any development or redevelopment on the servient tenement provided that:

- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.

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

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

Annexure Schedule

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

Easement

Dated

Page **3** of **3** Pages*(Continue in additional Annexure Schedule, if required.)*

(ii) the change in the route of the easement facilities will not have any material adverse impact on the dominant tenement.

15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).

15(c) Clause 15(a) will be subject to the consent of Council (if required).

15(d) The Grantor shall bear the sole cost of the relocation of the easement facilities if the relocation of the easement facilities are for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

View Instrument Details



Instrument No 8567522.12
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527439	South Auckland
527440	South Auckland
527441	South Auckland
527442	South Auckland
527443	South 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 ☒

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:32 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:32 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1Easement instrument Dated Page 1 of 4 pages**Schedule A***(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
See Annexure Schedule			

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

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

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

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

Annexure Schedule

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

Easement

Dated

Page

2

of

4

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Schedule A

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier CT)	Dominant tenement (Identifier/CT or in gross)
Right to drain water	Marked 'G', 'B' and 'BB' on DP 433466	Lot 2 DP 433466	Lot 6 DP 433466 comprised in CT 527443
Right to drain water	Marked 'L' on DP 433466	Lot 3 DP 433466	Lot 4 DP 433466 comprised in CT 527441 Lot 6 DP 433466 comprised in CT 527443
Right to drain water	Marked 'M' on DP 433466	Lot 4 DP 433466	Lot 3 DP 433466 comprised in CT 527440
Right to drain water	Marked 'N' on DP 433466	Lot 5 DP 433466	Lot 4 DP 433466 comprised in CT 527441
Right to drain water	Marked 'K', 'R' and 'RR' on DP 433466	Lot 6 DP 433466	Lot 2 DP 433466 comprised in CT 527439 Lot 3 DP 433466 comprised in CT 527440

Annexure Schedule 1**Continuation of easement rights and powers (including terms, covenants and conditions)****1 Management of Easement Areas**

1.1 The Grantor and Grantee agree that the right to drain water easement areas specified in Schedule A in conjunction with the rights of way, carparking, and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.

1.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 2.2. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.

1.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

2 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are varied and added to as follows:

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

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

Annexure Schedule

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

Easement

Dated

Page **3** of **4** Pages*(Continue in additional Annexure Schedule, if required.)*

- 2.1 Reference to the words 'whether above or' in the definition of 'easement facility' in sub-clauses 1(a) and 1(d), Schedule 4 of the Land Transfer Regulations 2002 are deleted, with the intent that the easement facilities are to be under the ground only.
- 2.2 If the Grantor and Grantee share the use of the easement facility, then the Grantor will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The Grantor will solely be responsible for the costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies and where it relates to Areas 'K', 'R' and 'RR'. In respect of Areas 'K', 'R' and 'RR', the costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies, will be shared by the Grantor and Grantee in the following proportions:
- Proportionate share of costs in respect of Areas K, R and RR**
- | | | |
|---|-----------------|-----|
| - | Lot 2 DP 433466 | 33% |
| - | Lot 3 DP 433466 | 33% |
| - | Lot 6 DP 433466 | 33% |
- 2.3 If the Grantee (or Grantees if more than 1) has (or have) exclusive use of the easement facility, then the Grantee will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be paid by Grantee (if more than 1, then each of them is responsible equally), except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies.
- 2.4 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:
- 15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the easement facilities to facilitate any development or redevelopment on the servient tenement provided that:
- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
 - (ii) the change in the route of the easement facilities will not have any material adverse impact on the dominant tenement.

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

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

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

Easement

Dated

Page 4 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

- 15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).
- 15(c) Clause 15(a) will be subject to the consent of Council (if required).
- 15(d) The Grantor shall bear the sole cost of the relocation of the easement facilities if the relocation of the easement facilities are for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.

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

View Instrument Details



Instrument No 8567522.13
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527438	South Auckland
527439	South Auckland
527442	South Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:34 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 Williamena Suan Cheok Sim as Grantee Representative on 04/10/2010 10:51 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

Page

1

of

3

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to drain sewage	Marked 'B', 'BB', 'G', and 'O' on DP 433466	Lot 2 DP 433466 comprised in CT 527439	Lot 1 DP 433466 comprised on CT 527438
Right to drain sewage	Marked 'N' on DP 433466	Lot 5 DP 433466 comprised in CT 527442	Lot 1 DP 433466 comprised on CT 527438

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

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

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

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

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

Easement

Dated

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2**Continuation of easement rights and powers (including terms, covenants and conditions)****1 Management of Easement Areas**

- 1.1 The Grantor and Grantee agree that the right to drain sewage easement areas specified in Schedule A in conjunction with the rights of way, carparking, and water easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.
- 1.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 2.2. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.
- 1.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

2 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are varied and added to as follows:

- 2.1 Reference to the words 'whether above or' in the definition of 'easement facility' in sub-clause 1(e), Schedule 4 of the Land Transfer Regulations 2002 is deleted, with the intent that the easement facility is to be under the ground only.
- 2.2 If the Grantor and Grantee share the use of the easement facility, then the Grantor will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be shared by the Grantor and Grantee in the following proportions, except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies:

Proportionate share of costs

-	Lot 1 DP 433466	70%
-	Lot 2 DP 433466	13%
-	Lot 6 DP 433466	17%

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

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

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

**Easement**

Dated

Page **3** of **3** Pages*(Continue in additional Annexure Schedule, if required.)*

2.3 If the Grantee (or Grantees if more than 1) has (or have) exclusive use of the easement facility, then the Grantee will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be paid by Grantee (if more than 1, then each of them is responsible equally), except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies.

2.4 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:

- 15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the easement facility to facilitate any development or redevelopment on the servient tenement provided that:
- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
 - (ii) the change in the route of the easement facility will not have any material adverse impact on the dominant tenement.
- 15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).
- 15(c) Clause 15(a) will be subject to the consent of Council (if required).
- 15(d) The Grantor shall bear the sole cost of the relocation of the easement facility if the relocation of the easement facility is for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.

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

View Instrument Details



Instrument No 8567522.14
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527442	South Auckland
527439	South Auckland
527443	South Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:36 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:37 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDING LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1Easement instrument Dated Page 1 of 3 pages**Schedule A***(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to drain sewage	Marked 'B', 'BB', 'G', and 'O' on DP 433466	Lot 2 DP 433466	Lot 6 DP 433466 comprised on CT 527443
Right to drain sewage	Marked 'N' on DP 433466	Lot 5 DP 433466	Lot 2 DP 433466 comprised on CT 527439 Lot 6 DP 433466 comprised on CT 527443

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)*Delete phrases in [] and insert memorandum number as required.**Continue in additional Annexure Schedule if required.*

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

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

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

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

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

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

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

~~[Annexure Schedule 2].~~

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

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

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

Easement

Dated

Page

2

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2**Continuation of easement rights and powers (including terms, covenants and conditions)****1 Management of Easement Areas**

- 1.1 The Grantor and Grantee agree that the right to drain sewage easement areas specified in Schedule A in conjunction with the rights of way, carparking, and water easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.
- 1.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 2.2. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.
- 1.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

2 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are varied and added to as follows:

- 2.1 Reference to the words 'whether above or' in the definition of 'easement facility' in sub-clause 1(e), Schedule 4 of the Land Transfer Regulations 2002 is deleted, with the intent that the easement facility is to be under the ground only.
- 2.2 If the Grantor and Grantee share the use of the easement facility, then the Grantor will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be shared by the Grantor and Grantee in the following proportions, except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies:

Proportionate share of costs

-	Lot 1 DP 433466	70%
-	Lot 2 DP 433466	13%
-	Lot 6 DP 433466	17%

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

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

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

Easement

Dated

Page 3 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

- 2.3 If the Grantee (or Grantees if more than 1) has (or have) exclusive use of the easement facility, then the Grantee will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be paid by Grantee (if more than 1, then each of them is responsible equally), except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies.
- 2.4 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:
- 15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the easement facility to facilitate any development or redevelopment on the servient tenement provided that:
- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
 - (ii) the change in the route of the easement facility will not have any material adverse impact on the dominant tenement.
- 15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).
- 15(c) Clause 15(a) will be subject to the consent of Council (if required).
- 15(d) The Grantor shall bear the sole cost of the relocation of the easement facility if the relocation of the easement facility is for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.

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

View Instrument Details



Instrument No 8567522.15
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527438	South Auckland
527439	South Auckland
527443	South Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Williamena Suan Cheok Sim as Grantor Representative on 04/10/2010 10:52 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:39 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

Page

1

of

3

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to drain sewage	Marked 'D' on DP 433466	Lot 1 DP 433466	Lot 2 DP 433466 comprised in CT 527439 Lot 6 DP 433466 comprised in CT 527443
Right to drain sewage	Marked 'J' on DP 433466	Lot 1 DP 433466	Lot 2 DP 433466 comprised in CT 527439 Lot 6 DP 433466 comprised in CT 527443

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

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

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

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

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

Dated

Page

2

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2**Continuation of easement rights and powers (including terms, covenants and conditions)****1 Management of Easement Areas**

- 1.1 The Grantor and Grantee agree that the right to drain sewage easement areas specified in Schedule A in conjunction with the rights of way, carparking, and water easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.
- 1.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 2.2. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.
- 1.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

2 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are varied and added to as follows:

- 2.1 Reference to the words 'whether above or' in the definition of 'easement facility' in sub-clause 1(e), Schedule 4 of the Land Transfer Regulations 2002 is deleted, with the intent that the easement facility is to be under the ground only.
- 2.2 If the Grantor and Grantee share the use of the easement facility, then the Grantor will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be shared by the Grantor and Grantee in the following proportions, except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies:

Proportionate share of costs

-	Lot 1 DP 433466	70%
-	Lot 2 DP 433466	13%
-	Lot 6 DP 433466	17%

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

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

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

**Easement**

Dated

Page **3** of **3** Pages*(Continue in additional Annexure Schedule, if required.)*

- 2.3 If the Grantee (or Grantees if more than 1) has (or have) exclusive use of the easement facility, then the Grantee will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be paid by Grantee (if more than 1, then each of them is responsible equally), except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies.
- 2.4 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:
- 15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the easement facility to facilitate any development or redevelopment on the servient tenement provided that:
- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
 - (ii) the change in the route of the easement facility will not have any material adverse impact on the dominant tenement.
- 15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).
- 15(c) Clause 15(a) will be subject to the consent of Council (if required).
- 15(d) The Grantor shall bear the sole cost of the relocation of the easement facility if the relocation of the easement facility is for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.

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

View Instrument Details



Instrument No 8567522.16
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers Land District

527438	South Auckland
527439	South Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:41 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Williamena Suan Cheok Sim as Grantee Representative on 04/10/2010 10:52 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement instrument	Dated		Page	1	of	4	pages
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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to use sewage pumping station	Marked 'BB' on DP 43 3466	Lot 2 DP 433466 comprised on CT 527439	Lot 1 DP 433466 comprised on CT 527438

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

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

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

Easement

Dated

Page

2

of

4

Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2**Continuation of easement rights and powers (including terms, covenants and conditions)****1 Management of Easement Areas**

- 1.1 The Grantor and Grantee agree that the right to use the sewage pumping station easement area specified in Schedule A in conjunction with the rights of way, carparking, water and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.
- 1.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 5.3. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.
- 1.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

2 Installation of sewage pumping station

- 2.1 The Grantee will install the sewage pumping station and a separate electricity meter exclusively for the sewage pumping station no later than 31 January 2011. The Grantor and Grantee will share the costs of installing the sewage pumping station.

3 Insurance

- 3.1 The manager will arrange for and keep current, full replacement and reinstatement insurance cover on reasonable terms, against loss, damage or destruction of the sewage pumping station for the benefit of all parties entitled to use the sewage pumping station.
- 3.2 The Grantee and Grantor will share the cost of insuring the sewage pumping station in accordance with the proportions set out in clause 5.3.

4 Electricity

- 4.1 The Grantee and the Grantor will share the costs of electricity for the sewage pumping station in accordance with the proportions set out in 5.3.

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

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

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

Easement

Dated

Page 3 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

5 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are varied and added to as follows:

5.1 Add the following new subclause (h) - a right to use sewage pumping station to clause 2 of the implied rights and powers in Schedule 4 of the Land Transfer Regulations 2002

5.2 Right to use the sewage pumping station includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to pump, drain, discharge and convey sewage and other waste material and water fluids without interruption or impediment (except during any periods of necessary renewal or repair) through the easement facility over the servient tenement to and from the dominant tenement.

5.3 The intention of the parties is that the Grantor will solely be responsible for any repair and maintenance works to be carried out on the easement facility, but the Grantee and Grantor except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies, will share the costs of such repair and maintenance works calculated in accordance with the following proportions:

Proportionate share of costs

-	Lot 1 DP 433466	70%
-	Lot 2 DP 433466	13%
-	Lot 6 DP 433466	17%

5.4 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:

15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the easement facility to facilitate any development or redevelopment on the servient tenement provided that:

- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
- (ii) the change in the route of the easement facility will not have any material adverse impact on the dominant tenement.

15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).

15(c) Clause 15(a) will be subject to the consent of Council (if required).

15(d) The Grantor shall bear the sole cost of the relocation of the easement facility if the relocation of the easement facility is for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.

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

View Instrument Details



Instrument No 8567522.17
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers Land District

527439	South Auckland
527443	South Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:43 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:43 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

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

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

Dated this day of 2010

Attestation

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

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1



Easement instrument

Dated

Page 1 of 3 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to use sewage pumping station	Marked 'BB' on DP 433466	Lot 2 DP 433466 comprised in CT 527439	Lot 6 DP 433466 comprised on CT 527443

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

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

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

Dated

Page **2** of **3** Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2**Continuation of easement rights and powers (including terms, covenants and conditions)****1 Management of Easement Areas**

- 1.1 The Grantor and Grantee agree that the right to use the sewage pumping station easement area specified in Schedule A in conjunction with the rights of way, carparking, water and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.
- 1.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 5.3. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.
- 1.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

2 Installation of sewage pumping station

- 2.1 The owner of Lot 1 DP 433466 will install the sewage pumping station and a separate electricity meter exclusively for the sewage pumping station no later than 31 January 2011. The Grantor and Grantee will share the costs of installing the sewage pumping station.

3 Insurance

- 3.1 The manager will arrange for and keep current, full replacement and reinstatement insurance cover on reasonable terms, against loss, damage or destruction of the sewage pumping station for the benefit of all parties entitled to use the sewage pumping station.
- 3.2 The Grantee and Grantor will share the cost of insuring the sewage pumping station in accordance with the proportions set out in clause 5.3.

4 Electricity

- 4.1 The Grantee and the Grantor will share the costs of electricity for the sewage pumping station in accordance with the proportions set out in 5.3.

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

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

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

Easement

Dated

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

- 5 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are varied and added to as follows:
- 5.1 Add the following new subclause (h) - a right to use sewage pumping station to clause 2 of the implied rights and powers in Schedule 4 of the Land Transfer Regulations 2002
- 5.2 Right to use the sewage pumping station includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to pump, drain, discharge and convey sewage and other waste material and water fluids without interruption or impediment (except during any periods of necessary renewal or repair) through the easement facility over the servient tenement to and from the dominant tenement.
- 5.3 The intention of the parties is that the Grantor will solely be responsible for any repair and maintenance works to be carried out on the easement facility, but the Grantee and Grantor except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies, will share the costs of such repair and maintenance works calculated in accordance with the following proportions:
- | Proportionate share of costs | |
|------------------------------|-----|
| - Lot 1 DP 433466 | 70% |
| - Lot 2 DP 433466 | 13% |
| - Lot 6 DP 433466 | 17% |
- 5.4 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:
- 15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the easement facility to facilitate any development or redevelopment on the servient tenement provided that:
- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
- (ii) the change in the route of the easement facility will not have any material adverse impact on the dominant tenement.
- 15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).
- 15(c) Clause 15(a) will be subject to the consent of Council (if required).
- 15(d) The Grantor shall bear the sole cost of the relocation of the easement facility if the relocation of the easement facility is for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.

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

View Instrument Details



Instrument No 8567522.18
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527439	South Auckland
527440	South Auckland
527443	South Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:46 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:46 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1Easement instrument Dated Page **1** of **3** pages**Schedule A***(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
See Annexure Schedule			

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

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

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

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

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

Easement

Dated

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Schedule A

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water	Marked 'C' on DP 433466	Lot 3 DP 433466	Lot 2 DP 433466 comprised on CT 527439 Lot 6 DP 433466 comprised on CT 527443
Right to convey water	Marked 'R' on DP 433466	Lot 6 DP 433466	Lot 2 DP 433466 comprised on CT 527439

Annexure Schedule 2**Continuation of easement rights and powers (including terms, covenants and conditions)****1 Management of Easement Areas**

- 1.1 The Grantor and Grantee agree that the right to convey water easement areas specified in Schedule A in conjunction with the rights of way, carparking, and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.
- 1.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 2.2. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.
- 1.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

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

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

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

Easement

Dated

Page 3 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

- 2 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are varied and added to as follows:**
- 2.1** Reference to the words 'whether above or' in the definition of 'easement facility' in sub-clause 1(a), Schedule 4 of the Land Transfer Regulations 2002 is deleted, with the intent that the easement facility is to be under the ground only.
- 2.2** The Grantee (or Grantees if more than 1) will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be paid by Grantee (if more than 1, then each of them is responsible equally); except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies.
- 2.3** Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:
- 15(a)** The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the easement facility to facilitate any development or redevelopment on the servient tenement provided that:
- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
 - (ii) the change in the route of the easement facility will not have any material adverse impact on the dominant tenement.
- 15(b)** The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).
- 15(c)** Clause 15(a) will be subject to the consent of Council (if required).
- 15(d)** The Grantor shall bear the sole cost of the relocation of the easement facility if the relocation of the easement facility is for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.

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

View Instrument Details



Instrument No 8567522.19
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527439	South Auckland
527440	South Auckland
527443	South Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:51 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:51 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

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

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

Dated this

day of

2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

Page

1

of

3

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
See Annexure Schedule			

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

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

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

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

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

Dated

Page **2** of **3** Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Schedule A

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey electricity	Marked 'C' on DP 433466	Lot 3 DP 433466	Lot 2 DP 433466 comprised on CT527439 Lot 6 DP 433466 comprised on CT527443
Right to convey electricity	Marked 'R' on DP 433466	Lot 6 DP 433466	Lot 2 DP 433466 comprised on CT527439

Annexure Schedule 2**Continuation of easement rights and powers (including terms, covenants and conditions)****1 Management of Easement Areas**

- 1.1 The Grantor and Grantee agree that the right to convey electricity easement areas specified in Schedule A in conjunction with the rights of way, carparking, and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.
- 1.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 2.2. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.
- 1.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

2 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are varied and added to as follows:

- 2.1 Reference to the words 'whether above or' in the definition of 'easement facility' in sub-clause 1(b), Schedule 4 of the Land Transfer Regulations 2002 is deleted, with the intent that the easement facility is to be under the ground only.

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

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

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

Dated

Page **3** of **3** Pages*(Continue in additional Annexure Schedule, if required.)*

- 2.2 The Grantee (or Grantees if more than 1) will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be paid by Grantee (if more than 1, then each of them is responsible equally), except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies.
- 2.3 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:
- 15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the easement facility to facilitate any development or redevelopment on the servient tenement provided that:
- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
 - (ii) the change in the route of the easement facility will not have any material adverse impact on the dominant tenement.
- 15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).
- 15(c) Clause 15(a) will be subject to the consent of Council (if required).
- 15(d) The Grantor shall bear the sole cost of the relocation of the easement facility if the relocation of the easement facility is for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.

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

View Instrument Details



Instrument No 8567522.20
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527439	South Auckland
527440	South Auckland
527443	South Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:53 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:53 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

Page

1

of

3

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
See Annexure Schedule			

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

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

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

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

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

Dated

Page **2** of **3** Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Schedule A

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey telecommunications and computer media	Marked 'C' on DP 433466	Lot 3 DP 433466	Lot 2 DP 433466 comprised on CT 527439 Lot 6 DP 433466 comprised on CT 527443
Right to convey telecommunications and computer media	Marked 'R' on DP 433466	Lot 6 DP 433466	Lot 2 DP 433466 comprised on CT 527439

Annexure Schedule 2**Continuation of easement rights and powers (including terms, covenants and conditions)****1 Management of Easement Areas**

- 1.1 The Grantor and Grantee agree that the right to convey telecommunications and computer media easement areas specified in Schedule A in conjunction with the rights of way, carparking, and sewage easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.
- 1.2 If the parties cannot agree on who the manager will be, then this (but not the terms of engagement of the manager) will be decided on a majority of votes of each of the owners of the lots shown on DP 433466. Each vote of a lot owner will correspond in value with the proportions specified in clause 2.2. In all cases even if the appointment of the manager is appointed by a majority of votes, the manager must be suitably qualified, experienced and reputable.
- 1.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

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

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

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

**Easement**

Dated

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

- 2 The implied rights and powers prescribed by the Land Transfer Regulations 2002 are varied and added to as follows:**
- 2.1 Reference to the words 'whether above or' in the definition of 'easement facility' in sub-clause 1(b), Schedule 4 of the Land Transfer Regulations 2002 is deleted, with the intent that the easement facility is to be under the ground only.
- 2.2 The Grantee (or Grantees if more than 1) will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be paid by Grantee (if more than 1, then each of them is responsible equally), except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies.
- 2.3 Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:
- 15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the easement facility to facilitate any development or redevelopment on the servient tenement provided that:
- (i) the Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route.
 - (ii) the change in the route of the easement facility will not have any material adverse impact on the dominant tenement.
- 15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).
- 15(c) Clause 15(a) will be subject to the consent of Council (if required).
- 15(d) The Grantor shall bear the sole cost of the relocation of the easement facility if the relocation of the easement facility is for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.

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

View Instrument Details



Instrument No 8567522.21
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527441	South Auckland
527439	South Auckland
527443	South 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 ☒

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 09:56 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:56 AM

*** End of Report ***

Form B

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

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

Grantor

Bilimag Holdings Limited

Grantee

Bilimag Holdings Limited

Grant of Easement or Profit à prendre or Creation of Covenant

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to display signs	"X" on DP 433466	CT 527441 (Lot 4 on DP 433466)	CT 527439 (Lot 2 on DP 433466) CT 527443 (Lot 6 on DP 433466)

X0911005_SMB

Form B - continued

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

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

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

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

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

~~[the provisions set out in Annexure Schedule 1]~~

X0911005_SMB

Annexure schedule 1

Page 2 of 3 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

Continuation of easement rights and powers (including terms, covenants and conditions)

1. Add the following new subclause (g) to clause 1 "easement facility" of the implied rights and powers in Schedule 4 of the Land Transfer Regulations 2002:

"easement facility" in relation to the right to display signs, means that part of the surface of the land described as "X" on DP433466.

2. The Grantor will erect on the easement facility in a proper and workmanlike manner a structurally sound structure for the display of signs in accordance with the attached design and specification Signage Plan ("Structure") and shall ensure that such Structure exists on the easement facility at all times until this easement is surrendered or removed.

- 2.1 The Grantees will be solely responsible for payment of all costs and the arrangement of all works associated with the Structure including (but not limited to) the design, make, installation and erection of the Structure on the easement facility, the clean-up costs, repair and maintenance, cleaning and tidying-up of the Structure, any structural works required to the Structure to ensure its soundness, the removal and/or replacement of the Structure, compliance with all local and territorial authority requirements, in accordance with the following proportions:

Proportionate share of costs

Lot 2 DP 433466	42%
Lot 6 DP 433466	58%

3. Add the following new subclause (h) to clause 2 of the implied rights and powers in Schedule 4 of the Land Transfer Regulations 2002: Right to display signs

- 3.1 Right to display signs includes:

- (a) The right for the Grantees in common with other persons to whom the Grantor may grant similar rights, at all times, to affix and maintain a non-illuminated sign in accordance with the attached Signage Plan ("Sign") as approved by the Grantor on the Structure on the easement facility on the servient tenement for the purpose of advertising the business of the owners and/or occupiers of the dominant tenement from time to time.
- (b) The right to affix and maintain a Sign without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (c) The right to enter and remain on the servient tenement at reasonable times and with reasonable prior notice to the Grantor, with all necessary equipment, to affix a Sign

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure schedule 1

Page 3 of 3 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

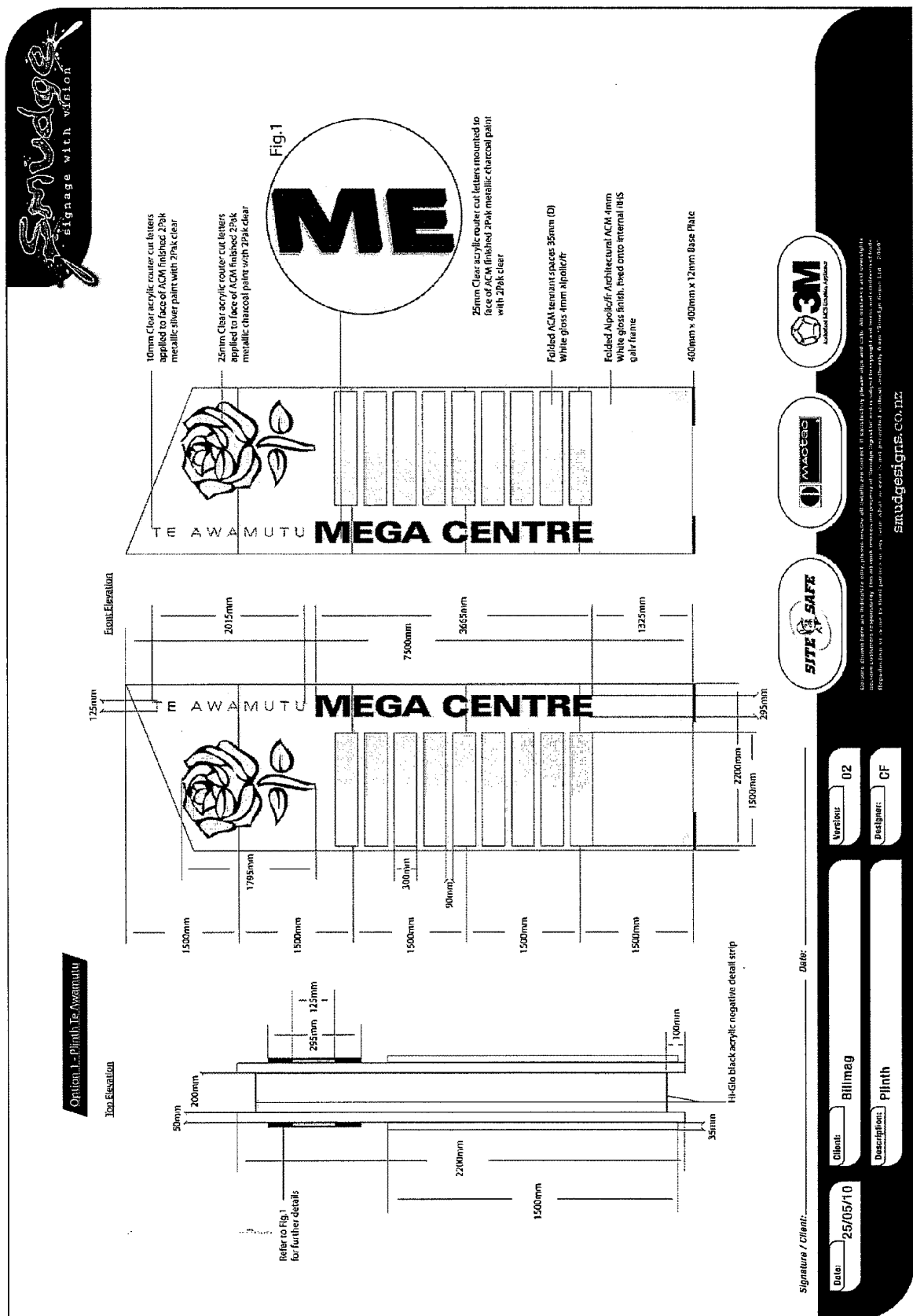
Continue in additional Annexure Schedule, if required

to the Structure erected on the easement facility for that purpose, to carry out maintenance, repairs, and cleaning of that Sign, and to remove that Sign, provided that the Grantees shall minimise the disruption to the Grantor.

- 3.2 Each Grantee will be solely responsible for payment of the costs and arrangement of all works associated with their Sign including (but not limited to) the design, make, affixing of the Sign on the Structure, the clean-up costs, repair and maintenance, cleaning and tidying-up of the Sign, the removal and/or replacement of the Sign, compliance with all local and territorial authority requirements.
4. Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:
- 15(a) The Grantor may at any time during the term of this instrument require the relocation of the easement facility to facilitate any development or redevelopment on the servient tenement provided that:
- (i) the Grantor obtains the prior written consent of the Grantees (such consent not to be unreasonably withheld) and the Grantees' tenants (if required) before any relocation; and
 - (ii) the change in the location of the easement facility will not have any material adverse impact on the dominant tenement.
- 15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).
- 15(c) Clause 15(a) will be subject to the consent of the Council (if required).
- 15(d) The Grantor shall bear the sole cost of the relocation of the easement facility if the relocation of the easement is for the sole benefit of the Grantor.
5. If there is a conflict between the implied terms contained in Schedule 4 of the Land Transfer Regulations 2002 and the terms contained in this Annexure Schedule, the terms contained in this Annexure Schedule shall prevail.

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.

"Signage Plan"



View Instrument Details



Instrument No 8567522.22
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527438	South Auckland
527439	South Auckland
527440	South Auckland
527441	South Auckland
527442	South Auckland
527443	South Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Williamena Suan Cheok Sim as Grantor Representative on 04/10/2010 10:52 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 David Philip Selkirk as Grantee Representative on 01/10/2010 09:59 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

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

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

Dated this

day of

2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1Easement instrument Dated Page 1 of 3 pages**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant	Lot 1 DP 433466	CT 527438	Lot 2 DP 433466 comprised in CT527439 Lot 3 DP 433466 comprised in CT527440 Lot 4 DP 433466 comprised in CT527441 Lot 5 DP 433466 comprised in CT527442 Lot 6 DP 433466 comprised in CT527443

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

Delete phrases in [] and insert memorandum
number as required.

Continue in additional Annexure Schedule if
required.

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

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]~~

~~[Annexure Schedule 2]~~.

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

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

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

Easement

Dated

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2**(Covenants)****1 Covenants**

- 1.1 The Grantor covenants and agrees with the intention to bind itself and future proprietors of the servient tenement for the benefit of the Grantee and future proprietors of the dominant tenement that the Grantor will at all times observe and perform the covenants contained in Schedule 1 to the intent that the covenants will be for the benefit of the dominant tenement described in Schedule A and will be forever appurtenant to the dominant tenement, unless a contrary intention is specified.
- 1.2 The Grantor and its successors in title will only be liable for breaches of the covenants which occur while they are registered as proprietors of the servient tenement.

SCHEDULE 1**2 Restriction on user**

- 2.1 The Grantor shall not use, establish, operate, construct, permit to be constructed, used, established and operated on the servient tenement the wholesale or retail trade of timber or home hardware products where such use (wholesale or retail) is the principal activity carried on the dominant tenement by the Grantee or its occupier.
- 2.2 The parties acknowledge that:
- 2.2.1 the retailing of home hardware products where that is an incidental activity of the Grantor or the occupier of the servient tenement; or
- 2.2.2 the operation of a supermarket, food barn or food warehouse on the servient tenement will not be a breach of the covenant in clause 2.1.
- 2.3 The covenant in clauses 2.1 shall expire on 12 March 2031.

3 Development

- 3.1 The Grantor agrees, for itself and any subsequent owner of the servient tenement that:
- 3.1.1 It will not unreasonably object to the Grantee, or its successors in title, carrying out and completing the Grantee's proposed use of the dominant tenement comprising bulk retail, specialist retail and a timber merchant (including a development being carried out in stages).

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

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

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

Easement

Dated

Page 3 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

- 3.1.2 The Grantor and all persons under its control will grant such reasonable consents as may be required for the Grantee's development on the dominant tenement when requested to do so by the Grantee.
- 3.1.3 It will not seek an injunction against or claim damages from the Grantee or its successors in title for any inconvenience caused to the Grantor or its successors in title as a result of the Grantee completing the Grantee's development on the dominant tenement.
- 3.1.4 It will not lodge any unreasonable complaints with any Relevant Authority.
- 3.1.5 It will provide all reasonable assistance and cooperation as may be required by the Grantee so as to enable the Grantee to complete its development on the dominant tenement.

For the purposes of this clause 3:

Relevant Authority means any government, local authority, statutory or non-statutory authority, corporation or body having jurisdiction over the servient and dominant tenements.

4 General provisions

- 4.1 If the Grantor decides to sell, assign, transfer or otherwise dispose of its interest in the servient tenement (or any part of it), the Grantor shall obtain prior to such sale, transfer or disposition or as a term of such transaction a deed of covenant from the transferee, assignee or disposee to be prepared by, and in a form approved by, the Grantee's solicitors pursuant to which the transferee, assignee or disposee acquiring an interest in the servient tenement covenants in favour of the Grantee to fulfil, observe and perform all the provisions of the Grantor contained in this instrument, including the covenant to procure a like deed from any future transferee, assignee or disposee of the servient tenement. A deed of covenant will not be required in respect of a lease (whether registered or unregistered) of the servient tenement (or any part of it), except that the Grantor must ensure that such lease is made subject to the restrictions contained in this instrument and that its tenant complies with the same.
- 4.2 Each provision of this instrument is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this document in the relevant jurisdiction, but the rest of this instrument will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.
- 4.3 A covenant or agreement on the part of two or more persons binds them jointly and severally.

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

View Instrument Details



Instrument No 8567522.23
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers	Land District
527441	South Auckland
527442	South Auckland
527438	South Auckland
527439	South Auckland
527443	South Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

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

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 10:01 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 Williamena Suan Cheok Sim as Grantee Representative on 04/10/2010 10:53 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1Easement instrument Dated Page 1 of 5 pages**Schedule A***(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant	Lot 2 DP 433466	CT 527439	Lot 1 DP 433466 comprised in CT527438
Land Covenant	Lot 4 DP 433466	CT 527441	Lot 1 DP 433466 comprised in CT527438
Land Covenant	Lot 5 DP 433466	CT 527442	Lot 1 DP 433466 comprised in CT527438
Land Covenant	Lot 6 DP 433466	CT 527443	Lot 1 DP 433466 comprised in CT527438

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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].~~

~~[Annexure Schedule 2].~~

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

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

Annexure ScheduleInsert type of instrument
"Mortgage", "Transfer", "Lease" etc.**Easement**

Dated

Page

2

of

5

Pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2**(Covenants)****1 Covenants**

- 1.1 The Grantor covenants and agrees with the intention to bind itself and future proprietors of the servient tenement for the benefit of the Grantee and future proprietors of the dominant tenement that the Grantor will at all times observe and perform the covenants contained in Schedule 1 to the intent that the covenants will be for the benefit of the dominant tenement described in Schedule A and will be forever appurtenant to the dominant tenement, unless a contrary intention is specified.
- 1.2 The Grantor and its successors in title will only be liable for breaches of the covenants which occur while they are registered as proprietors of the servient tenement.

SCHEDULE 1**2 Restriction on user**

- 2.1 The Grantor shall not use, establish, operate, construct, permit to be constructed, used, established and operated on the servient tenement:
- 2.1.1 a supermarket, food barn or food warehouse
 - 2.1.2 a butcher (including poultry)
 - 2.1.3 a bakery
 - 2.1.4 a delicatessen
 - 2.1.5 a green grocer
 - 2.1.6 the sale of bulk automotive fuels and other related or synthetic or alternative fuels
- By way of example only, this includes a petrol station or convenience store trading in food and/or groceries.
- 2.2 The parties acknowledge that the operation of a 'Repcor' or 'Super Cheap' type retail activity that is operative in New Zealand at the date of this instrument is permitted.
- 2.3 The covenant in clauses 2.1 shall expire on 12 March 2031.

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

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

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

Easement

Dated

Page

3

of

5

Pages

(Continue in additional Annexure Schedule, if required.)

3 Development**3.1** The Grantor agrees, for itself and any subsequent owner of the servient tenement that:

- 3.1.1** It will not unreasonably object to the Grantee, or its successors in title, carrying out and completing the Grantee's proposed use of the dominant tenement as a supermarket, food barn or food warehouse (including a development being carried out in stages).
- 3.1.2** The Grantor and all persons under its control will grant such reasonable consents as may be required for the Grantee's development on the dominant tenement when requested to do so by the Grantee.
- 3.1.3** It will not seek an injunction against or claim damages from the Grantee or its successors in title for any inconvenience caused to the Grantor or its successors in title as a result of the Grantee completing the Grantee's development on the dominant tenement.
- 3.1.4** It will not lodge any unreasonable complaints with any Relevant Authority.
- 3.1.5** It will provide all reasonable assistance and cooperation as may be required by the Grantee so as to enable the Grantee to complete its development on the dominant tenement.

For the purposes of this clause 3:

Relevant Authority means any government, local authority, statutory or non-statutory authority, corporation or body having jurisdiction over the servient and dominant tenements.**4 Right of first refusal to lease liquor outlet****Right of first refusal**

- 4.1** If at any time during the Right of First Refusal Period, the Grantor wishes to lease any space on the servient tenement for the purpose of a liquor outlet (**Liquor Space**), the Grantor shall first deliver written notice (**Grantor's Notice**) to the Grantee specifying the terms and conditions, including the form of lease, upon which the Grantor is prepared to let the Liquor Space.
- 4.2** The form of lease referred to in clause 4.1, will:
 - 4.2.1** expressly or impliedly permit the sale of liquor on the Liquor Space for consumption off the Liquor Space, or

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

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

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

Dated

Page

4

of

5

Pages

(Continue in additional Annexure Schedule, if required.)

4.2.2 give the lessee a right during the term of the lease to seek a change in-use to permit or include the sale of liquor for consumption off the Liquor Space, or

4.2.3 not expressly prohibit the sale of liquor for consumption off the Liquor Space.

Grantee's acceptance of offer

4.3 The Grantee shall have 20 working days from receipt of the Grantor's Notice to by written notice (**Grantee's Notice**) advise the Grantor whether the Grantee or its nominee wishes to take a lease of the Liquor Space on the terms and conditions specified in the Grantor's Notice. If the Grantee's Notice contains advice the Grantee or its nominee wishes to take a lease of the Liquor Space on such terms and conditions then from receipt by the Grantor of the Grantee's Notice a binding agreement shall exist for the Grantor to lease and the Grantee or its nominee to take on lease of the Liquor Space. The terms and conditions of such agreement shall be those, including the form of lease, specified in the Grantor's Notice.

Terms and conditions of lease

4.4 Immediately upon an agreement to lease for the Liquor Space being formed pursuant to clause 4.3 the Grantor shall have the lease document prepared and forwarded to the Grantee. The lease document shall be executed by the Grantee or its nominee and returned to the Grantor within 30 days of receipt by the Grantee or the Grantee's solicitor.

Grantor may re-lease the Liquor Space

4.5 If the Grantee either does not respond to the Grantor's Notice within the period provided in clause 4.3, or the Grantee's Notice contains advice the Grantee does not wish to take a lease of the Liquor Space on the terms and conditions stipulated in the Grantor's Notice, then at any time within 6 months from the service of the Grantor's Notice, the Grantor may lease the Liquor Space to any person provided that such terms and conditions are no more favourable for a lessee than those provided to the Grantee, in the Grantor's Notice. If within such period the Grantor wishes to offer more favourable terms and conditions to a lessee, the Grantor shall re-offer a lease of the Liquor Space to the Grantee under clause 4.3 but the Grantee shall only have 15 working days in which to respond.

4.6 If the Liquor Space is not leased by the Grantor in accordance with clauses 4.3 or 4.5, the Grantor must on each occasion that it wishes to lease the Liquor Space, comply with clauses 4.1 to 4.5.

4.7 The Grantee's right in this clause 4 is a continuing right of first refusal and is not a 'once only' right.

4.8 For the avoidance of doubt, this right of first refusal is for the benefit of the registered proprietor for the time being of the dominant tenement, provided the Grantee is either The National Trading Company of New Zealand Limited or a Related Entity.

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

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

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

Easement

Dated

Page 5 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

For the purposes of this clause 4:

Right of First Refusal Period means the period commencing from the date that settlement of the dominant tenement to The National Trading Company of New Zealand Limited is completed and expiring on the date The National Trading Company of New Zealand Limited or a Related Entity is not the registered proprietor of the dominant tenement.

5 General provisions

5.1 The covenants contained in clauses 2 to 4 are for the purposes of the Contracts (Privity) Act 1982 or any amendment or substituted legislation, intended for the benefit of and are to be enforceable by The National Trading Company of New Zealand Limited or a Related Entity.

5.2 If the Grantor decides to sell, assign, transfer or otherwise dispose of its interest in the servient tenement (or any part of it), the Grantor shall obtain prior to such sale, transfer or disposition or as a term of such transaction a deed of covenant from the transferee, assignee or disposee to be prepared by, and in a form approved by, the Grantee's solicitors pursuant to which the transferee, assignee or disposee acquiring an interest in the servient tenement covenants in favour of the Grantee to fulfil, observe and perform all the provisions of the Grantor contained in this instrument, including the covenant to procure a like deed from any future transferee, assignee or disposee of the servient tenement. A deed of covenant will not be required in respect of a lease (whether registered or unregistered) of the servient tenement (or any part of it), except that the Grantor must ensure that such lease is made subject to the restrictions contained in this instrument and that its tenant complies with the same.

5.3 Each provision of this instrument is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this document in the relevant jurisdiction, but the rest of this instrument will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

5.4 A covenant or agreement on the part of two or more persons binds them jointly and severally.

5.5 For the purposes of this instrument:

Related Entity means any person, company, trust, partnership, joint venture, incorporated society or other entity which is directly or indirectly owned or controlled by, or owns, controls or is associated with or related to the Grantee.

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

View Instrument Details



Instrument No 8567522.24
Status Registered
Date & Time Lodged 04 October 2010 12:24
Lodged By Selkirk, David Philip
Instrument Type Easement Instrument



Affected Computer Registers Land District

527438	South Auckland
527440	South 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 ☒

Signature

Signed by David Philip Selkirk as Grantor Representative on 01/10/2010 10:03 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 Williamena Suan Cheok Sim as Grantee Representative on 04/10/2010 10:53 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BILIMAG HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

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

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

Dated this day of 2010

Attestation

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

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1



Easement instrument

Dated

Page 1 of 4 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant	Lot 3 DP 433466	CT 527440	Lot 1 DP 433466 comprised in CT 527438

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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~~

[Annexure Schedule 2].

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

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

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

Dated

Page **2** of **4** Pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2**(Covenants)****1 Covenants**

- 1.1 The Grantor covenants and agrees with the intention to bind itself and future proprietors of the servient tenement for the benefit of the Grantee and future proprietors of the dominant tenement that the Grantor will at all times observe and perform the covenants contained in Schedule 1 to the intent that the covenants will be for the benefit of the dominant tenement described in Schedule A and will be forever appurtenant to the dominant tenement, unless a contrary intention is specified.
- 1.2 The Grantor and its successors in title will only be liable for breaches of the covenants which occur while they are registered as proprietors of the servient tenement.

SCHEDULE 1**2 Restriction on user**

- 2.1 The Grantor shall not use, establish, operate, construct, permit to be constructed, used, established and operated on the servient tenement:
- 2.1.1 a supermarket, food barn or food warehouse
 - 2.1.2 a butcher (including poultry)
 - 2.1.3 a bakery
 - 2.1.4 a delicatessen
 - 2.1.5 a green grocer
 - 2.1.6 the sale of bulk automotive fuels and other related or synthetic or alternative fuels
 - 2.1.7 the sale of liquor
- By way of example only, this includes a petrol station or convenience store trading in food and/or groceries.
- 2.2 The parties acknowledge that the operation of a 'Repco' or 'Super Cheap' type retail activity that is operative in New Zealand at the date of this instrument is permitted.
- 2.3 The covenant in clauses 2.1 shall expire on 12 March 2031.

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

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

Annexure Schedule

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

Easement

Dated

Page

3

of

4

Pages

(Continue in additional Annexure Schedule, if required.)

3 Development

3.1 The Grantor agrees, for itself and any subsequent owner of the servient tenement that:

- 3.1.1 It will not unreasonably object to the Grantee, or its successors in title, carrying out and completing the Grantee's proposed use of the dominant tenement as a supermarket, food barn or food warehouse (including a development being carried out in stages).
- 3.1.2 The Grantor and all persons under its control will grant such reasonable consents as may be required for the Grantee's development on the dominant tenement when requested to do so by the Grantee.
- 3.1.3 It will not seek an injunction against or claim damages from the Grantee or its successors in title for any inconvenience caused to the Grantor or its successors in title as a result of the Grantee completing the Grantee's development on the dominant tenement.
- 3.1.4 It will not lodge any unreasonable complaints with any Relevant Authority.
- 3.1.5 It will provide all reasonable assistance and cooperation as may be required by the Grantee so as to enable the Grantee to complete its development on the dominant tenement.

For the purposes of this clause 3:

Relevant Authority means any government, local authority, statutory or non-statutory authority, corporation or body having jurisdiction over the servient and dominant tenements.

4 General provisions

- 4.1 The covenants contained in clauses 2 and 3 are for the purposes of the Contracts (Privity) Act 1982 or any amendment or substituted legislation, intended for the benefit of and are to be enforceable by The National Trading Company of New Zealand Limited or a Related Entity.
- 4.2 If the Grantor decides to sell, assign, transfer or otherwise dispose of its interest in the servient tenement (or any part of it), the Grantor shall obtain prior to such sale, transfer or disposition or as a term of such transaction a deed of covenant from the transferee, assignee or disposee to be prepared by, and in a form approved by, the Grantee's solicitors pursuant to which the transferee, assignee or disposee acquiring an interest in the servient tenement covenants in favour of the Grantee to fulfil, observe and perform all the provisions of the Grantor contained in this instrument, including the covenant to procure a like deed from any future transferee, assignee or disposee of the servient tenement. A deed of covenant will not be required in respect of a lease (whether registered or unregistered) of the servient tenement (or any part of it), except that the Grantor must ensure that

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

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

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

Easement

Dated

Page 4 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

such lease is made subject to the restrictions contained in this instrument and that its tenant complies with the same.

4.3 Each provision of this instrument is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this document in the relevant jurisdiction, but the rest of this instrument will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

4.4 A covenant or agreement on the part of two or more persons binds them jointly and severally.

4.5 For the purposes of this instrument:

Related Entity means any person, company, trust, partnership, joint venture, incorporated society or other entity which is directly or indirectly owned or controlled by, or owns, controls or is associated with or related to the Grantee.

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

View Instrument Details



Instrument No 8951896.2
Status Registered
Date & Time Lodged 15 November 2012 16:05
Lodged By Powle, Donna Maree
Instrument Type Easement Instrument



Affected Computer Registers Land District

569851	South Auckland
570325	South Auckland

Annexure Schedule: Contains 11 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 8867727.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Donna Maree Powle as Grantor Representative on 03/04/2012 09:44 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 Donna Maree Powle as Grantee Representative on 03/04/2012 09:45 AM

*** End of Report ***

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

BILIMAG HOLDINGS LIMITED

Grantee

BILIMAG HOLDINGS LIMITED

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

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way, Right to drain water, Right to convey water, electricity, telecommunications and computer media	C on DP 449508	Lot 1 DP 449508 (Title 569851)	Lot 2 DP 449508 (Title 570325)
Right of Way, Right to drain water, Right to convey water, electricity, telecommunications and computer media	R on DP449508	Lot 2 DP 449508 (Title 570325)	Lot 1 DP 449508 (Title 569851)
Right to drain water	RR on DP 449508	Lot 2 DP 449508 (Title 570325)	Lot 1 DP 449508 (Title 569851)
Right to drain water	D on DP 449508	Lot 1 DP 449508 (Title 569851)	Lot 2 DP 449508 (Title 570325)
Right to drain water and car parking easement	A on DP 449508	Lot 2 DP 449508 (Title 570325)	Lot 1 DP 449508 (Title 569851)
Right to drain water and car parking easement	B on DP 449508	Lot 1 DP 449508 (Title 569851)	Lot 2 DP 449508 (Title 570325)

REF: 7203 – AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule

Page 2 of 2 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

EASEMENT INSTRUMENT

Continue in additional Annexure Schedule, if required

Schedule A Continued

Purpose (nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to support a wall	F on DP 449508	Lot 1 DP 449508 (Title 569851)	Lot 2 DP 449508 (Title 570325)
Right to support a wall	G on DP 449508	Lot 2 DP 449508 (Title 570325)	Lot 1 DP 449508 (Title 569851)

REF: 7225 - AUCKLAND DISTRICT LAW SOCIETY INC.

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule _____]~~

ANNEXURE SCHEDULE A

General provisions relating to easements

1. The following provisions are applicable to the easements recorded by this Easement Instrument:
 - a. Each grant shall commence on the date such easements are deemed to be created pursuant to section 90A (6) of the Land Transfer Act 1952.
 - b. No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this Easement Instrument (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for the term unless it is surrendered.
 - c. Neither party shall do any act which impedes, interferes with or restricts the rights of the other and other authorised persons in relation to any easement.
2. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail.
3. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the Fifth Schedule to the Property Law Act 2007, and the modifications in this Easement Instrument, these modifications must prevail.

General terms, conditions, covenants, or restrictions relating to easements

1. In addition to the rights and powers set out in the Fourth Schedule to the Land Transfer Regulations 2002, the Grantor and Grantee must jointly and severally at all times hereafter do all such acts and things as may be necessary to comply with any condition of consent to the easements which may be specified from time to time by any local authority or other public or private bodies having jurisdiction in the matter.
2. Where any party is required to obtain a resource consent or any other consent to carry on any right or action on the easement facility described in this Easement Instrument, the other party shall forthwith provide such consent (including consent that the application is dealt with on a non-notified basis) and if the other party fails to provide such consent within five (5) working days from the date of request to do so, then the party applying for such consent may produce this Easement Instrument as evidence of the other party's consent and this Easement Instrument shall be deemed to provide such consent.

RIGHT TO SUPPORT A WALL

1. The following provisions are applicable to the Right to Support a Wall (*Party Wall*) easements recorded by this Easement Instrument:

- a. The Grantee shall have a Party Wall easement over that part of the Servient Tenement marked F and G on Deposited Plan 449508 forever appurtenant to the Dominant Tenement.
- b. The existing wall on the boundary line between the Dominant Tenement and Servient Tenement marked F and G on Deposited Plan 449508 shall be deemed to be a Party Wall.
- c. The Grantee shall have the full free uninterrupted right either in person or in common with their tenants, workmen, agents and employees to enter upon such part of the Servient Tenement as may be necessary to erect using such materials as may comply with the Building Code and the requirements of the local authority from time to time, a sufficient party wall and if necessary to pull down and remove, strengthen or otherwise repair or amend in whole or in part any existing wall or structure which shall be insufficient for the purpose of a Party Wall.
- d. The costs and expenses of repairing maintaining or erecting any Party Wall or any replacement or addition thereto shall be borne by the Grantor and Grantee equally **PROVIDED THAT** detailed accounts of such costs and expenses shall be freely available to both the Grantor and Grantee and if any dispute shall arise it shall be determined in accordance with clause 14 of Schedule 4 of the Land Transfer Regulations 2002.
- e. The Grantee may serve on the Grantor notice in writing at least fourteen (14) days before any work is commenced giving details of any repairs, alterations or construction affecting the Party Wall or any replacement thereof and should the Grantor object to such proposed work the matter shall be determined in accordance with clause 14 of Schedule 4 of the Land Transfer Regulations 2002.
- f. Included in the costs and expenses referred to in paragraph (d) above shall be the costs and expenses reasonably incurred in repairing and restoring any damage done to the Grantor's property which is not included in that part of the Grantor's land covered by this Party Wall easement and if any dispute shall arise it shall be determined in accordance with clause 14 of Schedule 4 of the Land Transfer Regulations 2002.

RIGHT TO DRAIN WATER EASEMENT

1. Management of Easement Areas

- 1.1. The Grantor and Grantee agree that the right to drain water easement areas specified in Schedule A in conjunction with other easement areas and any applicable related easement

facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.

- 1.2. The manager must be suitably qualified, experienced and reputable.
 - 1.3. The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.
- 2. The Implied rights and powers prescribed by the Land Transfer Regulations 2002 are varied and added to as follows:**

- 2.1. Reference to the words 'whether above or' in the definition of 'easement facility' in sub-clauses 1(a) and 1(d), Schedule 4 of the Land Transfer Regulations 2002 are deleted, with the intent that the easement facilities are to be under the ground only.
- 2.2. If the Grantor and Grantee share the use of the easement facility, then the Grantor will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The Grantor will solely be responsible for the costs for the installation easement facility being maintained in good order and to prevent it from becoming a danger or nuisance except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies and where it relates to Areas 'K' 'R,' and 'RR.'
- 2.3. Pursuant to Registered Easement 8567522.12 in respect of the Right to Drain Water, the Grantor and Grantee are responsible for 33% of proportionate costs associated with the areas K, R & RR (Costs). The Grantee and Grantor agree that the Registered Proprietor of Lot 1 DP 449508 shall be responsible for 21.77% Costs and the Registered Proprietor of Lot 2 DP 449508 shall be responsible for 78.23% of the Costs.
- 2.4. If the Grantee (or Grantees if more than 1) has (or have) exclusive use of the easement facility, then the Grantee will be responsible for the installation and arranging for the repair and maintenance works to be carried out on the easement facility. The costs for the installation and the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance will be paid by Grantee (if more than 1, then each of them is responsible equally), except where clause 11(6) Schedule 4 of the Land Transfer Regulations 2002 applies.
- 2.5. Add new clause 15, Schedule 4 of the Land Transfer Regulations 2002:
 - 15(a) The Grantor may at any time during the term of this instrument require the relocation or the change of the route of the easement facilities to facilitate any development or redevelopment on the servient tenement provided that:
 - I. The Grantor obtains the prior written consent of the Grantee (such consent not to be unreasonably withheld) and the Grantee's tenants (if required) before any relocation or change in route
 - II. The change in the route of the easement facilities will not have any material adverse impact on the dominant tenement.

15(b) The parties will complete all documentation necessary to record and register any instrument that gives effect to clause 15(a).

15(c) Clause 15(a) will be subject to the consent of Council (if required).

15(d) The Grantor shall bear the sole cost of the relocation of the easement facilities if the relocation of the easement facilities are for the sole benefit of the Grantor. The costs will otherwise be shared equally between the Grantor and the Grantee.

RIGHT TO CONVEY WATER

3. Management of Easement Areas

3.1. The Grantor and Grantee agree that the right to Convey water easement areas specified in Schedule A in conjunction with other easement areas and any applicable related easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.

3.2. The manager must be suitably qualified, experienced and reputable.

3.3. The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

CAR PARKING EASEMENT

The Fourth Schedule of the Land Transfer Regulations 2002 is varied or added to as follows:

1. The definition of 'easement facility' in clause 1 is varied by adding the following:

"g) in relation to a carparking right, means that part of the surface of the land described as the stipulated area and anything in replacement or substitution."

2. Clause 2 is varied by adding the following:

"h) a carparking right"

3. A new clause 15 is added as follows:

"15 **Carparking right**

Subject to clauses 16 and 17, a carparking right includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all time:

a) to park vehicles of any description on those parts of the easement facility identified or to be identified as car parks on the ground for parking; and

b) for the purpose of parking any such vehicle, to go over and along the easement facility with such vehicle; and

- c) for the purpose of going from and to such vehicle and from and to the dominant tenement, to go over and along any part of the easement facility on foot or by vehicle;

subject to any rules and regulations in clause 18.”

4. A new clause 16 is added as follows:

“16. Car parks

16.1 The grantee and the grantor acknowledge that there are currently a total of 52 carparks available. Four on Lot 1 and 48 on Lot 2 which are subject to the carparking rights granted in this easement instrument. The Grantor will be entitled at any time to change the position and grid patterns of the carparks (and the position of the vehicle access lanes to and from the carparks) provided that:

- a) the change does not detrimentally affect the Grantee’s enjoyment of its right to park on the servient tenement

- b) the carparks are not stacked

- c) the minimum number of carparks as set out below are preserved:

- in respect of Lot 1 DP 449508, 48 carparks
- in respect of Lot 2 DP 449508 4 carparks

16.2 The Grantor and Grantee agree that in no event shall the number of carparks situated on the entire development being Lot 1 and Lot 2 DP 449508 be reduced so that the development does not comply with current District Plan requirements.”

5. A new clause 17 is added as follows:

“17. Expansion development and redevelopment

17. The Grantee acknowledges that the Grantor may at any time and from time to time resume occupation of any part or parts of the servient tenement comprising the easement facility shown in Schedule A for the purposes of expanding, developing or redeveloping any part of the servient tenement or any adjoining land owned or leased by the Grantor. However, the Grantor will at all times continue to make available 48 carparks on Lot 1 and 4 carparks on Lot 2 in accordance with clause 16.1.c to the Grantee on the same terms and conditions as those contained in this easement instrument. The replacement carparks will be of equivalent size and convenience of access and will not be stacked. The Grantee will at the request of the Grantor surrender any part of the carparking right granted in this easement

instrument (whether by way of partial surrender or full surrender and re-grant) as may be necessary to enable the Grantor to expand, develop or redevelop the servient tenement or any adjoining land owned or leased by the Grantor. The Grantee will sign such documents and do such things as may be required so as to give effect to this clause 17.1. Without limitation, the Grantee will use its reasonable endeavours to obtain its mortgagee's consent or the consent of any other party that is required to give effect to the registration or the partial surrender or full surrender and re-grant. The Grantor will pay the Grantee's reasonable legal costs in relation to the preparation, negotiation and execution of the documents together with the Grantee's reasonable costs of obtaining its mortgagee's or other party's consent."

6. A new clause 18 is added as follows:

"18. Rules and Regulations

- 18.1 The parties acknowledge the importance of having uniform rules and regulations in relation to the use of the carparks in the development comprising Lots 1 & 2 DP 449508 and including the development comprising Lots 1 to 6 DP 4334 (*Entire Development*) (including without limitation traffic flow directions, parking restrictions and time restrictions).
- 18.2 The Grantor will agree with the Grantee (both parties acting reasonably) such reasonable rules and regulations in relation to the use of the carparks on Lot 1 & 2 DP 449508 and in the Entire Development.
- 18.3 If the parties cannot agree on the uniform rules and regulations referred to in clause 18.2 then the parties will be required to resolve their disputes in accordance with the dispute resolution process specified in clause 14, Schedule 4 of the Land Transfer Regulations 2002.
- 18.4 The Grantee will comply and will ensure that all persons authorised to use the carparks through the Grantee will comply with such rules and regulations."

7. A new clause 19 is added as follows:

"19 Costs

- 19.1 The Grantor will form the carparks and associated landscaping, installation of carparks and security lighting and initial carpark marking, at its sole cost.
- 19.2 The Grantor and the Grantee are responsible for the ongoing costs following formation of the carparking including, without limitation:

- a) marking of carparks
- b) ground maintenance including laws, gardens and planted areas
- c) cleaning, repairs and maintenance
- d) maintenance reserve for carpark repairs and maintenance (if any);
- e) security services
- f) reasonable management administration expenses
- g) refuse removal and collection charges
- h) signage relating to the grant of this easement. By way of example only, signage specifying the hours of use and directions.

19.3 Subject to clause 19.4 and except where clause 11(6) of Schedule 4 of the Land Transfer Regulations 2002 applies, pursuant to Registered Easements 8567522.7 & 8567522.9 in respect of a car parking easement, the Grantor and Grantee are responsible for 14.1% of proportionate costs associated (Costs). The Grantee and Grantor agree that the Registered Proprietor of Lot 1 DP 449508 shall be responsible for 21.77% Costs and the Registered Proprietor of Lot 2 DP 449508 shall be responsible for 78.23% of the Costs.

8. A new clause 20 is added as follows:

"20 Management of carparks

- 20.1 The Grantor and Grantee agree that the carparking easement areas specified in Schedule A in conjunction with other easement areas and any applicable easement facilities that are common to the parties, shall be managed by a suitably qualified, experienced and reputable property manager.
- 20.2 The manager must be suitably qualified, experienced and reputable.
- 20.3 The terms of the engagement of the manager or the management agreement must be on reasonable terms approved by the parties acting reasonably.

9. A new clause 22 is added as follows:

"22 Suspension of Carparking

- 22.1 The Grantor will from time to time, be entitled to temporarily suspend the use of the carparks for such a period of time as the Grantor reasonably requires, if the Grantor needs time to undertake:

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- a) Any works including repair, maintenance of the carparks; or
- b) any works on the servient tenement (including any buildings or improvements on the servient tenement)

and the Grantor (acting reasonably) believes that such works will require the temporary suspension of the use of the carparks.

- 22.2 The Grantee will not be entitled to any compensation if the carparks are suspended.
- 22.3 The Grantor shall give the Grantee reasonable prior notice before suspending the use of the carparks and will minimise the disruption to the Grantee as a result of the Grantor suspending the use of the carparks.”

View Instrument Details



Instrument No 9257720.1
Status Registered
Date & Time Lodged 14 June 2013 11:28
Lodged By Powle, Donna Maree
Instrument Type Grant of Easement Without Transfer



Affected Computer Registers Land District

569851	South Auckland
570325	South Auckland

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage 8867727.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Donna Maree Powle as Grantor Representative on 14/06/2013 11:26 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 Donna Maree Powle as Grantee Representative on 14/06/2013 11:26 AM

*** End of Report ***

GrantorGrantee

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

Continue in additional Annexure Schedule, if required

REF: 7203 – AUCKLAND DISTRICT LAW SOCIETY INC.

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule _____]~~

ANNEXURE SCHEDULE A

General provisions relating to easements

1. The following provisions are applicable to the easements recorded by this Easement Instrument:
 - a. Each grant shall commence on the date such easements are deemed to be created pursuant to section 90A (6) of the Land Transfer Act 1952.
 - b. No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this Easement Instrument (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for the term unless it is surrendered.
 - c. Neither party shall do any act which impedes, interferes with or restricts the rights of the other and other authorised persons in relation to any easement.
2. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail.
3. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the Fifth Schedule to the Property Law Act 2007, and the modifications in this Easement Instrument, these modifications must prevail.

General terms, conditions, covenants, or restrictions relating to easements

1. In addition to the rights and powers set out in the Fourth Schedule to the Land Transfer Regulations 2002, the Grantor and Grantee must jointly and severally at all times hereafter do all such acts and things as may be necessary to comply with any condition of consent to the easements which may be specified from time to time by any local authority or other public or private bodies having jurisdiction in the matter.
2. Where any party is required to obtain a resource consent or any other consent to carry on any right or action on the easement facility described in this Easement Instrument, the other party shall forthwith provide such consent (including consent that the application is dealt with on a non-notified basis) and if the other party fails to provide such consent within five (5) working days from the date of request to do so, then the party applying for such consent may produce this Easement Instrument as evidence of the other party's consent and this Easement Instrument shall be deemed to provide such consent.

View Instrument Details



Instrument No 9257720.2
Status Registered
Date & Time Lodged 14 June 2013 11:28
Lodged By Powle, Donna Maree
Instrument Type Grant of Easement Without Transfer



Affected Computer Registers	Land District
527440	South Auckland
569851	South Auckland
570325	South Auckland

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 8867727.1 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 9009179.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Donna Maree Powle as Grantor Representative on 02/07/2013 02:48 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 Donna Maree Powle as Grantee Representative on 02/07/2013 02:48 PM

*** End of Report ***

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

MITRE 10 HOLDINGS LIMITED

Grantee

BILIMAG HOLDINGS LIMITED

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Schedule A Purpose (Nature and extent) of easement, profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to convey Electricity, Telecommunications and Computer Media	H & I DP 449508	Lot 3 DP 433466	Lot 1 & Lot 2 DP 449508 and Lot 2 DP 433466

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule _____]~~

ANNEXURE SCHEDULE A

General provisions relating to easements

1. The following provisions are applicable to the easements recorded by this Easement Instrument:
 - a. Each grant shall commence on the date such easements are deemed to be created pursuant to section 90A (6) of the Land Transfer Act 1952.
 - b. No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this Easement Instrument (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for the term unless it is surrendered.
 - c. Neither party shall do any act which impedes, interferes with or restricts the rights of the other and other authorised persons in relation to any easement.
2. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail.
3. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the Fifth Schedule to the Property Law Act 2007, and the modifications in this Easement Instrument, these modifications must prevail.

General terms, conditions, covenants, or restrictions relating to easements

1. In addition to the rights and powers set out in the Fourth Schedule to the Land Transfer Regulations 2002, the Grantor and Grantee must jointly and severally at all times hereafter do all such acts and things as may be necessary to comply with any condition of consent to the easements which may be specified from time to time by any local authority or other public or private bodies having jurisdiction in the matter.
2. Where any party is required to obtain a resource consent or any other consent to carry on any right or action on the easement facility described in this Easement Instrument, the other party shall forthwith provide such consent (including consent that the application is dealt with on a non-notified basis) and if the other party fails to provide such consent within five (5) working days from the date of request to do so, then the party applying for such consent may produce this Easement Instrument as evidence of the other party's consent and this Easement Instrument shall be deemed to provide such consent.

5118 84

BLR

File

5/16

INL

8441

Chief Surveyor's Office,
Box 2206,
AUCKLAND. CL.

23.2.51

MEMORANDUM for:

The District Land Registrar,
Box 2207,
AUCKLAND. CL.

Scheme Plan No. 2288

Town of Te Awamutu Ext. N° 32

Owner : M. Taylor

Attached is a copy of the above-mentioned scheme plan for your record; also a copy of a Notice imposing a Building Line Restriction in pursuance of Section 5 of the Land Subdivision in Counties Act, 1946, for registration in compliance with Section 5 (4) of that Act.

Kindly inform me when registration has been completed.

15 Roe

T. S. Roe,
CHIEF SURVEYOR.

ENCLS.

Copy of Scheme Plan.
Copy of Notice.

CONDITIONS OF BUILDING LINE.

SECTION 5, LAND SUBDIVISION IN COUNTIES ACT, 1946.

PURSUANT to the provisions of Section 5 (4) of the Land Subdivision in Counties Act, 1946, I, THOMAS STRATHALLAN ROE, Chief Surveyor, South Auckland Land District, HEREBY GIVE NOTICE, that Lots 2 to 26 (inclusive) and 28, more particularly delineated in the Scheme Plan of the Town of Te Awamutu Extn.No.32, being a subdivision of part Allotment 125 and Allotments 370 and 372, Puniu Parish, comprised in Certificates of Title Volume 2 Folio 181 and Volume 734 Folio 93, Auckland Land Registry are subject to the condition that no buildings or hoardings shall be erected on Lots 2 to 21 (inclusive) and Lot 28 within 25 links of the south side of the Te Awamutu-Cambridge Main Highway No.319, and on Lots 22-26 (inclusive) northwards of a line between a point on the western boundary of Lot 22, 25 links from the north-western corner of the said Lot and a point on the eastern boundary of Lot 26, 25 links from the north-eastern corner of the said lot, as shown in the afore-mentioned scheme plan.

Given under my hand this 23rd
day of February, 1951.

Signed: T. S. ROE,
CHIEF SURVEYOR.

SOUTH AUCKLAND LAND DISTRICT.

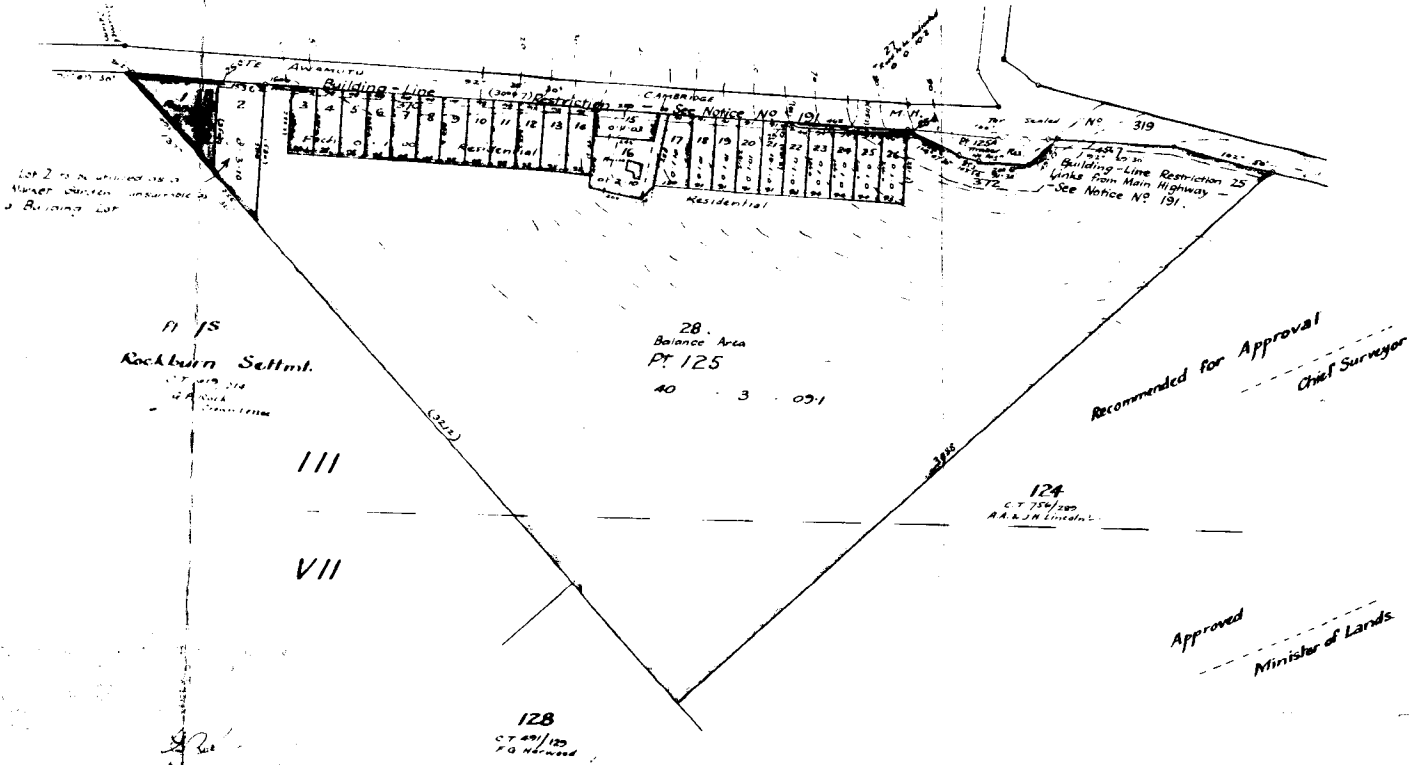
I, THOMAS STRATHALLAN ROE, Hereby Certify that this is a copy of a Notice issued in accordance with the Land Subdivision in Counties Act, 1946.

T. S. Roe
CHIEF SURVEYOR.

South Auckland Land District

S11884
BLR.

LOCALITY PLAN
403 TOWN SCALE



Residential Allots	A	B	P
Lot 2	6	1	27
Each Reserve	0	3	10
Road to be dedicated	0	2	20
Balance	40	6	10.2
Total	46	2	36.2

Town of Te Awamutu Extn. No 32.

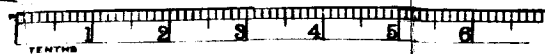
Plan of
Proposed Subdⁿ of pt. Allot 125, 370 & 372, Puniu Parish.
Waipa County Puniu S.D. III & VII.

Owner: Mrs Mary Taylor ~ Cts 2/181 & 134/23.

Prepared by G.A. Gibbs. September 1950.

Scale: 3 Chains to an Inch.

I, Geoffrey Aldridge Gibbs of L. Otago, Registered Surveyor, hereby certify that this scheme plan has been prepared by me in accordance with the provisions of the Land Subdivision in Counties Act 1946, and that it will permit a proper scheme of drainage to be carried out.



G.A. Gibbs
Registered Surveyor

Approved
M. C. Taylor
Owner

2288

1884

181. 734/93.

23
2

February 1951

Everbrithen

Hussar Chas. Surovov
 P.O. Box 220 '6
 J.K. C.

P.O. Box 220 b
GR CI.

OK C1.

Noted on 922^R



S61351 BLR

INL
8487

File 5/16.

Chief Surveyor's Office,
Box 2206, AUCKLAND. C1.

11. 1.54

MEMORANDUM for:

The District Land Registrar,
Box 2207,
AUCKLAND. Cl.

Scheme Plan No. 2846
Town of Le Avamutin Canton. N^o 43
Owner Y. I. Rock.

Attached is a copy of the above-mentioned scheme plan for your record; also a copy of a Notice imposing a Building Line Restriction in pursuance of Section 5 of the Land Subdivision in Counties Act, 1946, for registration in compliance with Section 5 (4) of that Act.

Kindly inform me when registration has been completed.

ENCLS.

ENCLs.
Copy of Scheme Plan. 2846
Copy of notice. 441.

~~T. S. Roe,~~
~~CHIEF SURVEYOR.~~

CONDITION OF BUILDING-LINE.

SECTION 5 LAND SUBDIVISION IN COUNTIES
ACT, 1946.

PURSUANT to the provisions of Section 5 (4)
of the Land Subdivision in Counties Act 1946,
I, THOMAS STRATHALLAN ROE, Chief Surveyor,
South Auckland Land District, HEREBY GIVE
NOTICE that Lots 1 to 17 and 19, more
particularly delineated in the Scheme Plan of
the Town of Te Awamutu Extension No. 43, being
a subdivision of Allotment 403 Puniu Parish,
comprised in Provisional Register Volume 204,
folio 354, Auckland Land Registry, are subject
to the condition that no buildings or hoardings
shall be erected on the said lots within 25 links
of the Te Awamutu - Cambridge Main Highway No. 319
as shown in the aforementioned scheme plan.

GIVEN under my hand this 11th
day of January, 1954.

Signed : T. S. Roe,
CHIEF SURVEYOR.

SOUTH AUCKLAND LAND DISTRICT.

I, THOMAS STRATHALLAN ROE, Hereby Certify that
this is a copy of a Notice issued in accordance
with the Land Subdivision in Counties Act, 1946.


CHIEF SURVEYOR.

1. The licensee will pay to His Majesty the balance of 95 per cent. of the aforesaid price of the said land by nineteen equal annual instalments of 19 , the first of such payments to be made on the 19 day of

PROVIDED ALWAYS that the licensee shall be at liberty at any earlier time or times to pay to His Majesty the whole or any part or parts of the said price; and all moneys so paid under this proviso shall to the extent thereof be deemed and taken to be paid in satisfaction and performance of the obligations of the licensee under the foregoing covenant.

2. The licensee will pay to His Majesty interest at the rate of 5 per centum per annum on such part of the said price as is for the time being unpaid by half-yearly payments, on the first day of January and the first day of July in each year, the first of such payments to be made on the 19 day of 19 , and to be in respect of the preceding period from the date of

the delivery of the notice of intention to purchase:

3. The licensee will not at any time during the continuance of the license, without the previous consent in writing of the Land Board of the land district in which the said land is situated, cut any timber on the said land, or remove any minerals therefrom, or commit any other species of waste, in respect thereof:

PROVIDED ALWAYS, and it is hereby agreed and declared that if the licensee makes default in the due and full payment of any instalment of the said price, or of any interest due in respect thereof, the aforesaid Land Board may cause to be given to the licensee, or to any person who is for the time being in occupation of the land or of any part thereof, notice under the hand of the Commissioner of Crown Lands that if the moneys so in arrears are not paid within one calendar month after the date of the notice the Land Board will forfeit this license: AND it is hereby agreed and declared that if the moneys so in arrears are not paid within one calendar month after the date of the aforesaid notice the Land Board may, in its discretion, without any further or other notice, by resolution, forfeit this license, and thereupon the licensee and the contract between His Majesty and the licensee for the purchase of the land, and the interest of the licensee in the said land, shall absolutely cease and determine, and all moneys theretofore paid by the licensee under this license, or in respect of the said contract, shall remain the property of His Majesty; but no such forfeiture shall relieve the licensee from his obligation to pay to His Majesty any moneys in arrears under this license at the date of such forfeiture, or from any liability for any breach theretofore committed of the covenants herein expressed.

IN WITNESS WHEREOF the Commissioner of Crown Lands for the Land District of , on behalf of His Majesty the King, has hereunto set his hand, and these presents have also been executed by the licensee.

THE SCHEDULE.

(1) Description of land.

SIGNED by the said Commissioner of Crown Lands on behalf of His Majesty the King, in the presence of—

Witness:

Commissioner of Crown Lands.