



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



**Guaranteed Search Copy issued under Section 172A
of the Land Transfer Act 1952**

**R. W. Mair
Registrar-General
of Land**

Identifier NA110A/601
Land Registration District North Auckland
Date Issued 20 August 1997

Prior References
NA30A/287 NA58B/279

Estate Fee Simple
Area 38.1977 hectares more or less
Legal Description Lot 1 Deposited Plan 178587

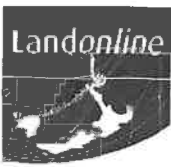
Proprietors
Answer Services (Holdings) Limited

Interests

Subject to a right of way over parts marked C,D and E on DP 178587 created by Transfer 278983.1
Appurtenant hereto is a right of way created by Transfer 259054.1 (affects part formerly in CT NA30A/287)
Subject to a right of way over parts marked C,D and E on DP 178587 created by Transfer 259054.1
Subject to a right of way (in gross) over part marked A on DP 178587 in favour of The Auckland City Council
created by Transfer D184693.5 - 20.8.1997 at 10.10 am

The easements created by Transfer D184693.5 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right of way and a right to convey telephone cables and to electricity and water supply rights over
parts marked C, D and F and to an electricity right over part marked G on DP 178587 specified in Easement
Certificate D184693.6 - 20.8.1997 at 10.10 am
The easements specified in Easement Certificate D184693.6 are subject to Section 243 (a) Resource Management
Act 1991

D363062.3 Mortgage to (now) Rabobank New Zealand Limited - 2.3.1999 at 11:50 am



View Instrument Details

Toitu te
Land whenua
Information
New Zealand



Instrument No.	9086867.1
Status	Registered
Date & Time Lodged	19 Jun 2012 16:31
Lodged By	Fraser, Anthony John
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
409807	North Auckland
409808	North Auckland
409809	North Auckland
414427	North Auckland
NA4D/1162	North Auckland

Annexure Schedule: Contains 7 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- Mortgage 8214033.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required
- Mortgage 8214036.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required
- Mortgage 8214036.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Signature

Signed by Gareth John Harbinson as Grantor Representative on 05/06/2012 10:44 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 Anthony John Fraser as Grantee Representative on 18/06/2012 04:10 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

AUCKLAND COUNCIL

Grantee

Andrew Edwin Keith MARTIN, Robyn Elizabeth MARTIN, WEBSTER TRUSTEES LIMITED and HILL ROAD PROPERTY 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 (vehicle access)	A (on Deposited Plan 452510)	Lot 4 Deposited Plan 402986 (Computer Register 414427)	Lot 1, 2 and 3 Deposited Plan 402996 (Computer Registers 409807, 409808 and 409809)
	B (on Deposited Plan 452510)	Lot 22 Deposited Plan 15795 (Computer Register NA4D/1162)	

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule 2]~~

Annexure Schedule

Page 3 of 7 Pages

2009/5043EF
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Insert instrument type

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Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 2

**Easement rights and powers
(including terms, covenants and conditions)**

INTERPRETATION

In this schedule, unless the context requires otherwise,—

easement facility,— means that part of the surface of the land described as the stipulated area;

grantee,—

- (a) means registered proprietor of the dominant tenement; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the grantee including the general public.

grantor,—

- (a) means the registered proprietor of the servient land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the grantor.

servient land means the land in computer freehold registers NA4D/1162 and 414427.

stipulated course or stipulated area, means the course that is shown A and B on deposited plan 452510.

RIGHTS AND POWERS UNDER EASEMENTS GRANTING CERTAIN RIGHTS

1. Right of way (vehicle access)

- 1.1 A right of way (vehicle access) 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 go over and along the easement facility.
- 1.2 The right to go over and along the easement facility includes the right to go over and along the easement facility with or without any kind of—
 - (a) vehicle, machinery, or implement; or
 - (b) domestic animal or (if the servient land is rural land) farm animal.
- 1.3 A right of way (vehicle access) includes—
 - (a) the right to establish a driveway, to repair and maintain an existing driveway, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and

Annexure Schedule

Page 4 of 7 Pages

2009/6043EF
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Insert instrument type

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Continue in additional Annexure Schedule, if required

- (b) the right to have the easement facility 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.

2. General Rights

2.1 All the easements referred to in this schedule include—

- (a) the right to use any easement facility already situated on the stipulated area or course for the purpose of the easement granted;
- (b) if no suitable easement facility exists, the right to lay, install, and construct an easement facility reasonably required by the grantee (including the right to excavate land for the purpose of that construction); and
- (c) enter on the servient land by any reasonable route and with all necessary tools, vehicles and equipment, to inspect the easement facility.

2.2 The grantor must not do and must not allow to be done on the servient land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.

2.3 The grantee must not do and must not allow to be done on the servient land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.

2.4 The grantor releases the grantee from all liability of any nature for any claims, loss, costs, and damages of any nature whatsoever, arising from the exercise or non-exercise by the grantee of its rights and obligations under the easements created by this instrument.

2.5 The grantor indemnifies the grantee for any claims, loss, costs, and damages of any nature whatsoever, that the grantee suffers or incurs directly or indirectly because of:

- (a) the exercise or non-exercise by the grantee of its rights and obligations under the easements created by this instrument;
- (b) any failure by the grantor to carry out any of its obligations under the easements created by this instrument.

2.6 The grantee acknowledges that the easement facility will be used by the grantor and the general public as a publicly available accessway. The grantee will ensure public access to the servient land at all times.

3. Repair, maintenance, and costs

3.1 The grantee is responsible for arranging the repair and replacement of the part of the easement facility adjacent to the dominant land, and for the associated costs, so as to keep that part of the facility in good working order to the satisfaction of the grantor, and to prevent it from becoming a danger or nuisance.

Annexure Schedule

Page 5 of 7 Pages

2009/50143EF
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Insert instrument type

Continue in additional Annexure Schedule, if required

- 3.2 The grantor is not responsible for maintaining any part of the easement facility or to contribute to the cost of doing so, unless any specific use by any officers, agents or contractors of Auckland Council has directly lead to the need for repairs.
4. Rights of entry
- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred under this easement instrument, the grantee may—
- (a) enter upon the servient land by a reasonable route and with all necessary tools, vehicles, equipment and materials; and
 - (b) remain on the servient land for a reasonable time for the sole purpose of completing the necessary work; and
 - (c) leave any vehicles, equipment or materials on the servient land for a reasonable time if work is proceeding.
- 4.2 The grantee must ensure that:
- (a) as little damage or disturbance as possible is caused to the servient land or to the grantor; and
 - (b) all work carried out in accordance with this clause 4 is performed in a proper and workmanlike manner;
 - (c) all work carried out in accordance with this clause 4 is completed promptly.
- 4.3 The grantee must immediately make good any damage done to the servient land by restoring the surface of the land as nearly as possible to its former condition.
- 4.4 The grantee must compensate the grantor for all damages caused by the work carried out in accordance with this clause 4 to any buildings, erections, fences or anything else on the servient land.
5. Default
- 5.1 If the grantor or the grantee does not meet the obligations implied or specified in this easement instrument,—
- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation;
 - (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—