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Guaranteed Title: 711960

Property: 3 Cross Street, Lepperton, New Plymouth District

Legal Description: Lot 1 Deposited Plan 491409

CoreLogic Reference: 3104110/1

Processed: 06 December 2022

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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **711960**
Land Registration District **Taranaki**
Date Issued 25 November 2015

Prior References
TNK2/926

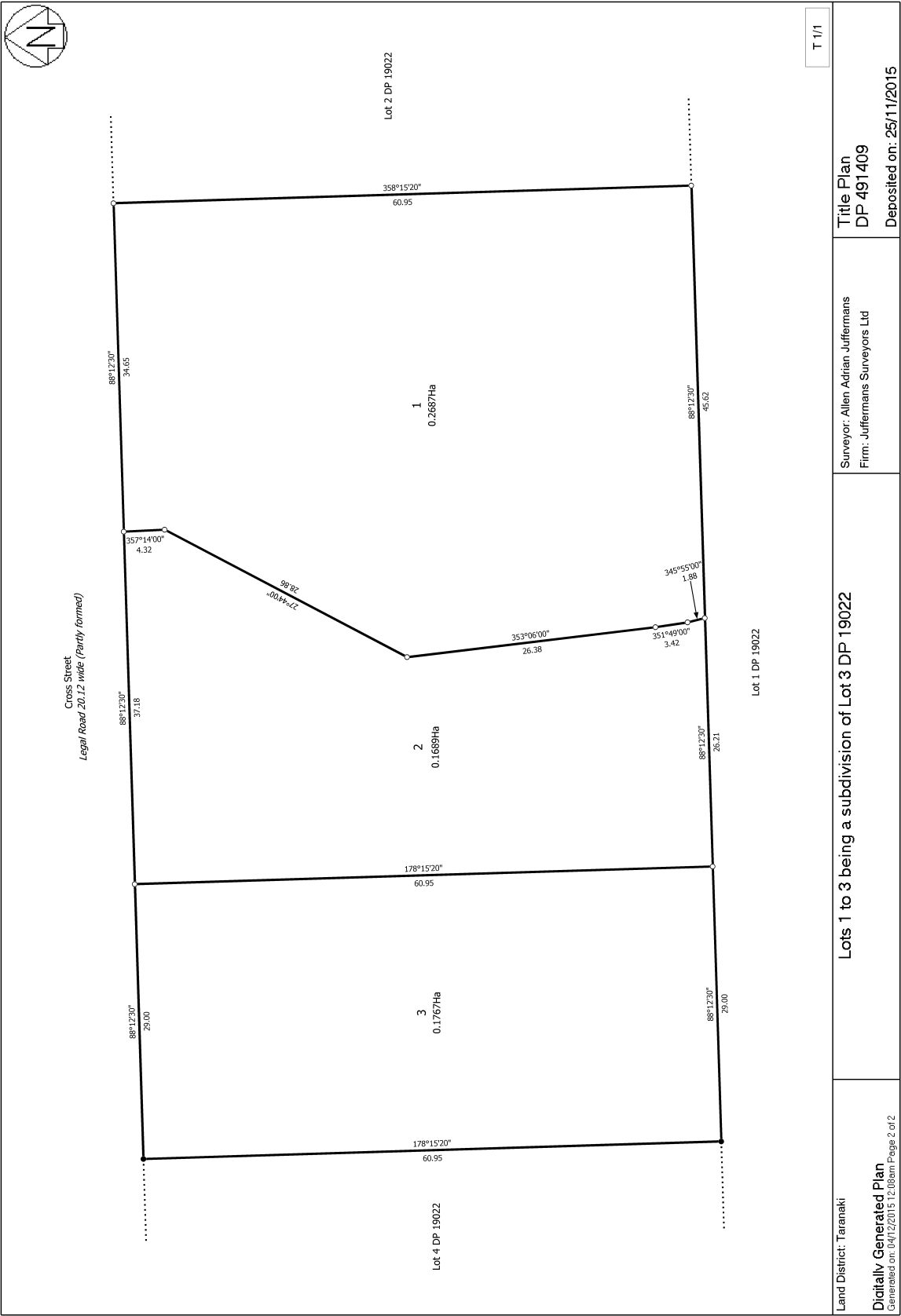
Estate Fee Simple
Area 2687 square metres more or less
Legal Description Lot 1 Deposited Plan 491409

Registered Owners

Thomas James Benton as to a 1/2 share
Hailey Jurd as to a 1/2 share

Interests

9988999.1 Encumbrance to Tegel Foods Limited and to Ian Keith Jury, Geoffrey Keenan Shearer, Debbie Lee Jury and Geoffrey Keenan Shearer in shares - 12.11.2015 at 10:59 am
10487108.2 Mortgage to ASB Bank Limited - 8.7.2016 at 4:11 pm



RPNZ document ordering service

Document, Interest, Instrument: 9988999.1

Property: 3 Cross Street, Lepperton, New Plymouth District

Legal Description: Lot 1 Deposited Plan 491409

CoreLogic Reference: 3104110/2

Processed: 06 December 2022

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View Instrument Details



Instrument No 9988999.1
Status Registered
Date & Time Lodged 12 November 2015 10:59
Lodged By Waswo, Melissa Kim
Instrument Type Encumbrance



Affected Computer Registers Land District

TNK2/926 Taranaki

Annexure Schedule: Contains 7 Pages.

Encumbrancer Certifications

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

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

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

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

Signature

Signed by Harold Paul Fitzgibbons as Encumbrancer Representative on 12/11/2015 10:54 AM

Encumbrancee Certifications

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

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

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

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

Signature

Signed by Janelle Monica Hartstonge as Encumbrancee Representative for Tegel Foods Limited on 28/10/2015 09:31 AM

Encumbrancee Certifications

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

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

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

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

Signature

Signed by Geoffrey Keenan Shearer as Encumbrancee Representative for Ian Keith Jury, Geoffrey Keenan Shearer, Debbie Lee Jury, Geoffrey Keenan Shearer on 12/11/2015 10:03 AM

*** End of Report ***

Encumbrance instrument
(Section 101 Land Transfer Act 1952)

2009/6232EF
APPROVED
Registrar-General of Land

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

TNK2/926	All	
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Encumbrancer

DAVID WILLIAM JURY as to a half share and CHRISTENE SUSAN JURY as to a half share

Encumbrancee

1. TEGEL FOODS LIMITED ("the first Encumbrancee")
2. IAN KEITH JURY and GEOFFREY KEENAN SHEARER as to a half share and DEBBIE LEE JURY and GEOFFREY KEENAN SHEARER as to a half share ("the second Encumbrancee")

Estate or interest to be encumbered

Insert e.g. Fee simple; Leasehold in Lease No. etc.

Fee simple

Encumbrance Memorandum Number

Not applicable

Nature of security

State whether sum of money, annuity or rentcharge and amount

Rent charge of TEN DOLLARS (\$10.00) per annum, and such other sums of money as are payable by the Encumbrancer to the first and second Encumbrancees pursuant to this Encumbrance Instrument.

Encumbrance

Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the ^{*}Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the [above Encumbrance Memorandum] [Annexure Schedule(s)] and so as to incorporate in this Encumbrance the terms and other provisions set out in the [above Encumbrance Memorandum] [and] [Annexure Schedule(s)] for the better securing to the ^{*}Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

*** first and second Encumbrancees**

Terms

- 1 Length of term **999 years**
- 2 Payment date(s) **see below**
- 3 Rate(s) of interest **Nil**
- 4 Event(s) in which the sum, annuity or rentcharge becomes payable
See below
- 5 Event(s) in which the sum, annuity or rentcharge ceases to be payable

Covenants and conditions

Continue in Annexure Schedule(s), if required

Payment dates(s) and events(s) in which the sum, annuity, or rent charge becomes payable:

- (a) In respect of the rent charge, 1 January in each year; and
- (b) In respect of other sums of money, ten working days after written demand is made by the first or second Encumbrancee to the Encumbrancer.

Continued on the attached annexure schedule.

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

Sections 154 and 156 of the Land Transfer Act 1952, Section 23, 203-205, 289-290 and 301-302 of the Property Law Act 2007 and Section 4 of the Contracts (Privity) Act 1982 shall apply to this Encumbrance Instrument but otherwise (and without prejudice to the first and second Encumbrancee's rights of action at common law as a rent-chargee) the first and second Encumbrancees shall not be entitled to any of the powers and remedies given to the first and second Encumbrancees by the Land Transfer Act 1952 and the first and second Encumbrancees and their successors and assigns shall not be entitled to any of the powers and remedies given to mortgagees under the Land Transfer Act 1952 or the Property Law Act 2007.

BACKGROUND

- A The Encumbrancer (together with its successors, assignees, tenants, licensees, occupiers, agents, employees, contractors and other invitees of the Encumbrancer) ("Encumbrancer") is registered as proprietor of an estate in fee simple in all that parcel of and described on the front page of this Encumbrance Instrument ("Land").
- B The Land adjoins land, legally described as Lot 3 DP 425960, Lot 5 DP 425960, Lot 6 DP 425960 and Lot 3 DP 474213 which are used by the first Encumbrancee as a poultry production facility ("Tegel's Adjoining Land").
- C The Land also adjoins land, legally described as Lot 7 DP 425960 which is used by the Second Encumbrancee as a poultry production facility ("Jury Trustees Adjoining Land").
- D For valuable consideration the Encumbrancer has agreed to encumber the Land for the benefit of the first and second Encumbrancees with the security specified on the front page of this Encumbrance Instrument, and to covenant with the first and second Encumbrancees to secure compliance by the Encumbrancer with the agreements set out in this Encumbrance Instrument.

OPERATIVE PROVISIONS

- 1 If, on the due date for payment (as set out on page 2 of this Easement Instrument) of the rent charge imposed under this Encumbrance Instrument, the Encumbrancer has fully complied with all of the obligations imposed pursuant to this Encumbrance Instrument, then the rent charge payable on that day shall not be required to be paid by the Encumbrancer.
- 2 The Encumbrancer acknowledges that the covenants in this Encumbrance Instrument are of a permanent nature, and the Encumbrancer shall not be entitled to a discharge of the Encumbrance Instrument during the term, whether by payment of the total security or otherwise.
- 3 The Encumbrancer acknowledges the importance to the first and second Encumbrancees of the bio-security of the operations that the first and second Encumbrancees undertakes from their Adjoining Land. The Encumbrancer further acknowledges that the Land is required to protect Tegel's and the Jury Trustees' Adjoining Land from contamination from exterior sources. Any breach by the Encumbrancer of either the first and second Encumbrancee's Bio-security Policy and requirements, as notified to the Encumbrancer from time to time by either the first or second Encumbrancees, will be deemed to be a material breach of this Encumbrance Instrument.
- 4 The Encumbrancer acknowledges and accepts that the Land is capable of being adversely affected by the first and second Encumbrancee's use of their Adjoining Land as a poultry facility ("Poultry Facility") and accordingly

the Encumbrancer, in consideration of having received valuable consideration, agrees:

- (a) Not to object to, hinder, or otherwise obstruct the grant, confirmation or alteration pursuant to the Resource Management Act 1991 ("RMA") or any authorisations under the RMA which in any way relate to the use of Tegel's or the Jury Trustees' Adjoining Land as a Poultry Facility and to sign written approvals in relation to any such authorisation if requested to by the first or second Encumbrancees.
- (b) Not to do, permit to be done, or omit to do, any act, matter or thing where that act, matter, thing or omission is intended to restrict, or has the effect of restricting, the Poultry Facility in any way whatsoever, including taking any civil action and/or enforcement proceedings pursuant to the RMA or any other statute or common law, whether for nuisance, damage to the Land, negligence, or interference with the Land or otherwise.
- (c) Not to fund, encourage or otherwise be involved in, any act, matter or thing that if carried out by the Encumbrancer itself would breach paragraphs (a) or (b) above.
- (d) To require all tenants, lessees, holders of unregistered interests in the Land and their respective successors in title and assigns of any estate or interest in the Land to enter into covenants on the same terms as paragraphs (a) to (c) above for the benefit of the first and second Encumbrancees, and to require compliance with such obligations.
- (e) To include in every lease, residential tenancy agreement and any other occupation document relating to the Land an acknowledgement by the occupier that the first and second Encumbrancees operate a Poultry Facility in the vicinity of the Land and that it is a condition of occupation that the obligations at paragraphs (a) to (c) above be complied with by the occupier, and to require compliance with such obligations.

GENERAL TERMS

- 1 This Encumbrance Instrument shall be binding on all successors, assignees, tenants, licensees, occupiers, invitees, agents, employees, contractors, mortgagees, chargeholders, and their respective successors in title and assigns of any estate or interest in the Land. Where this Encumbrance Instrument binds or benefits a party, it shall bind or benefit that party jointly and severally.

- 2 The Encumbrancer covenants with the first and second Encumbrancees:
 - 2.1 to pay all legal costs and disbursements in the preparation, execution, registration, enforcement and any ultimate release of this Encumbrance Instrument, in respect of any consents sought by the Encumbrancer from the first or second Encumbrancee to the registration of any instrument, and in respect of the performance and observance by the Encumbrancer of this Encumbrance Instrument including legal costs on a solicitor/client basis; and
 - 2.2 to otherwise indemnify the first and second Encumbrancees against any claims, loss and expense of whatever kind incurred by the first or second Encumbrancees as a consequence of the Encumbrancer failing to comply with this Encumbrance Instrument.
- 3 The Encumbrancer shall only be liable under this Encumbrance Instrument for any breach of this Encumbrance Instrument committed while that Encumbrancer is a registered proprietor of the Land.
- 4 No delay or failure by the Encumbrancees to enforce performance of any of the covenants set out in this Encumbrance Instrument and no indulgence granted to the Encumbrancer by the first and second Encumbrancees shall prejudice the rights of the Encumbrancees to enforce any of the covenants or provisions of the Encumbrance Instrument.
- 5 In this Encumbrance Instrument a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it, and a regulation or statutory instrument issued under it.
- 6 In this Encumbrance Instrument, "working day" means a day on which registered banks are open for business in Auckland, excluding Saturdays, Sundays, public holidays, and any day in the period commencing on the 23rd day of December in any year and ending on the 10th day of January in the following year, both days included.
- 7 If at any time any part or provision of this Encumbrance Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
 - (a) that part or provision shall be severed from this Encumbrance Instrument;
 - (b) such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Encumbrance Instrument; and
 - (c) the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Encumbrance Instrument.

8 The Encumbrancer:

8.1 acknowledges that this Encumbrance Instrument:

- (a) has been granted for valuable consideration received, in full compensation for the grant of this Encumbrance Instrument; and
- (b) is intended to charge the Land and bind the Encumbrancer (and successors) to perform the Encumbrancer's obligations for the period of time set out in this Encumbrance Instrument; and

8.2 therefore covenants with the first and second Encumbrancees:

- (a) not to seek to discharge, surrender, lapse, withdraw or remove in any manner whatsoever this Encumbrance Instrument prior to the expiry of that period of time, whether by payment of the total security or otherwise;
- (b) to preserve for the period of time set out in this Encumbrance Instrument the integrity of the agreements in this Encumbrance Instrument; and
- (c) always to act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement encumbrance) and/or easement or land covenant whenever reasonably required by the first and second Encumbrancees and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understanding of the Encumbrancer and the Encumbrancees.

9. For the purposes of the Property Law Act 2007 and the Land Transfer Act 1952, the first and second Encumbrancees consent to the following dealings affecting the Land without having to execute a consent instrument:

- 9.1 the creation, variation or surrender of an easement or covenant;
- 9.2 the creation or variation of a mortgage instrument as a subsequent ranking charge;
- 9.3 the registration of a lease, lease variation instrument or surrender of a lease;
- 9.4 the transfer of all or any part of the Land;
- 9.5 any dealing that is expressed as subject to this Encumbrance Instrument;

- 9.6 any subdivision of the land resulting in the issue of new titles including deposit of a Body Corporate Plan and issue of Body Corporate Titles provided that any resulting titles remain subject to this Encumbrance Instrument; and
- 9.7 the registration of any consent notice that may be required by any Council.

APPENDIX 1 – BIO-SECURITY POLICY

The list below details the most common forms of use of the Land which are not compatible with the Poultry Facility on the Land. If there is any doubt as to the use of the Land the Encumbrancer must first check with the first and second Encumbrancees before commencing a new operation or activity on the Land.

Prohibited operations on the land

Any use which involves:

- Poultry
- Pigs
- Ostriches and other avian species
- Worm farming
- The use of animal offal/meat meal
- The use of animal manure including Osflo, 'blood and bone', and any animal manure based fertiliser

Activities on the Land requiring the prior written approval of the first and second Encumbrancees:

(such uses requiring written approval either 'in principle' as to the type of spray or fertiliser, rate of application and location of application or for each occasion of spraying or spreading, such decision to be at the discretion of the first and second Encumbrancees)

- Spraying of weeds
- Use of insecticide spray
- Spreading fertiliser