

**CONSENT NOTICE ISSUED PURSUANT TO SECTION 221 OF THE RESOURCE MANAGEMENT ACT 1991**

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1. By decision dated 20 June 2003 (RMA No. 925/01), the Environment Court made a consent order relating to the subdivision of the land described in computer freehold register 203568 (Franklin District Council file reference S99211).
2. The consent is subject to the conditions in the schedule which are to be complied with on a continuing basis by the subdivider and subsequent owners of Lots 19 to 29 inclusive on Deposited Plan 354076 ("Affected Lots").

Dated the 31 day of August 2005

**AUTHENTICATED by FRANKLIN DISTRICT COUNCIL** under section 252 of the Local Government Act 1974:

*P Wilson*  
 \_\_\_\_\_  
 P Wilson  
 Chief Executive

**CONO 6585334.2 Cons**  
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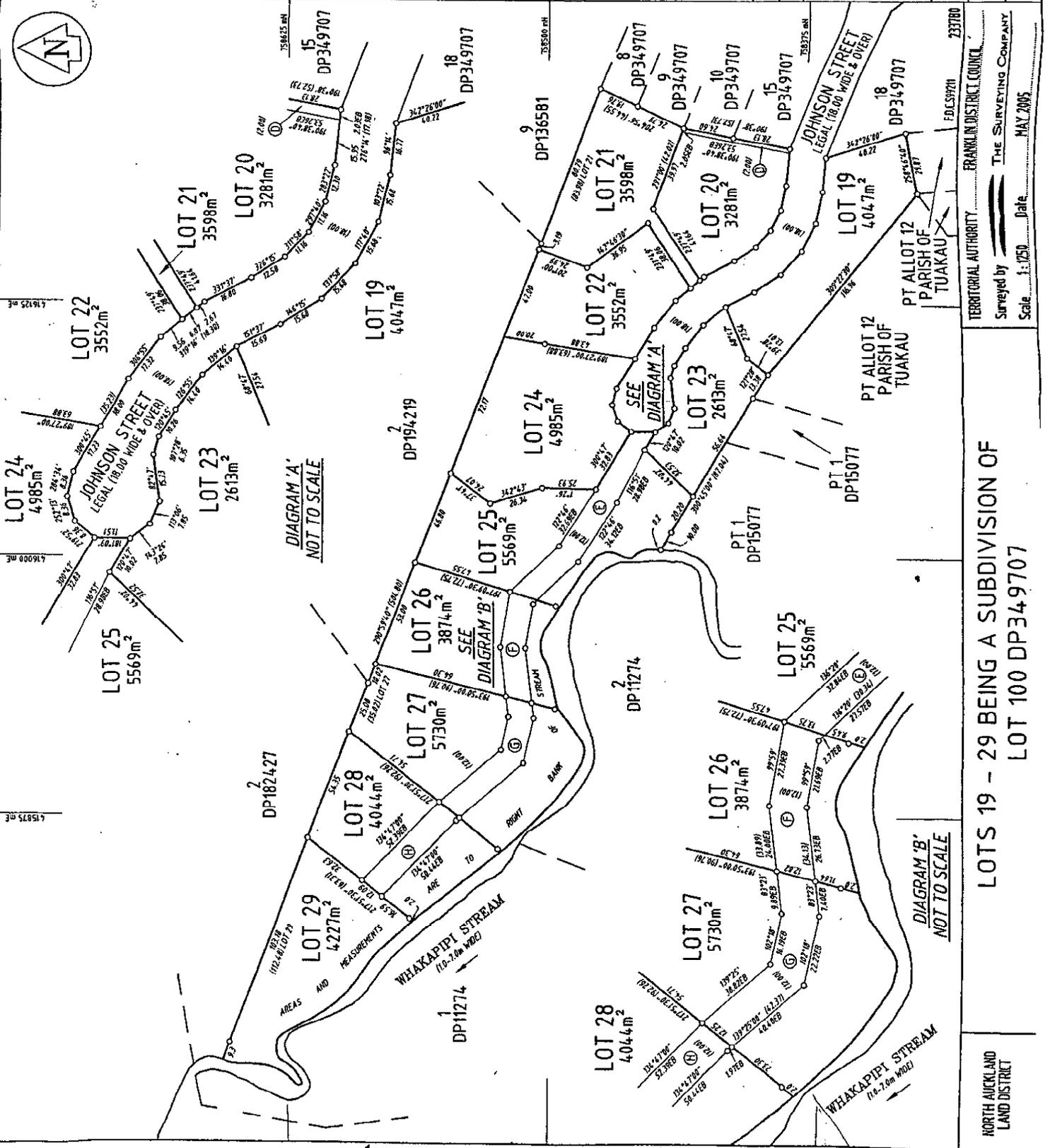
## SCHEDULE

(the conditions)

1. There is a motocross track (Pukekohe Motorcycle Club) located on the land adjoining the Affected Lots, being Lot 1 Deposited Plan 104752 and being all the land described in computer freehold register NA57D/697 ("Adjoining Site"). The Owner(s) of the Affected Lots must not do anything, or permit anything to be done, or directly or indirectly canvas, solicit or otherwise entice any other person or entity to do anything or permit anything to be done, that restricts, or is intended or likely to restrict, the existing motocross activities on the Adjoining Site PROVIDED always that the activities conducted on the Adjoining Site comply with any resource consent, existing use rights or the provisions of the District Plan or Plans effective at the time.
2. All buildings, effluent disposal systems and stormwater disposal systems placed or constructed on the Affected Lots must be designed and constructed to the Council's satisfaction in accordance with:
  - (a) the geotechnical report prepared by Harrison Grierson Consultants Limited titled "*T Mahoney – Harrisville Road, Tuakau – Geotechnical Investigation Report*" and dated July 2001, Reference 23.06856.1, including the replacement Section 10 which has been amended by The Surveying Company to show the correct lot numbers; and
  - (b) the subdivision plan prepared by The Surveying Company, Job Title: "*Subdivision at Oak Street, Tuakau*", Sheet Title: "*Subdivision Plan Lots 19-29*", Project 233780, Drawing 233780-GE2, Amendment A (received by the Council on 2 August 2005), and which supersedes the Harrison Grierson Subdivision Plan dated August 2001, Drawing No. 6856-GE2;

copies of which are held by the Council under file reference S99211.

Approvals	REGISTERED OWNERS	GREIG AND BOVILL DEVELOPMENTS LIMITED
	HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE AUCKLAND DISTRICT COUNCIL PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE SUBJECT TO THE GRANTING OR RESERVING OF THE EASEMENTS SET OUT IN THE MEMORANDUM HEREON AND	
	AUTHORISED OFFICER	
MEMORANDUM OF EASEMENTS	PURPOSE	DOMINANT TENEMENT
	RIGHT TO DRAIN SEWAGE	LOT 20 (D) LOT 21
	RIGHT OF WAY	LOT 25 (E) LOTS 26-29
	RIGHT TO CONVEY GAS, TELECOMMUNICATIONS & COMPUTER MEDIA	LOT 26 (F) LOTS 27-29
	RIGHT TO DRAIN WATER & SEWAGE	LOT 27 (G) LOTS 28 & 29
		LOT 28 (H) LOT 29
CLASS OF SURVEY LOTS 1-18, 30 & 31 = CLASS I LOT 100 = CLASS III NEW C.I. ALLOCATED		
LOT 19	C.I. 220769	LOT 20
LOT 21	C.I. 220771	LOT 22
LOT 23	C.I. 220773	LOT 24
LOT 25	C.I. 220775	LOT 26
LOT 27	C.I. 220777	LOT 28
LOT 29	C.I. 220779	LOT 28
Total Area	4,552.0ha	
Comprised in	C.I. 203568 (ALL)	
Being a person entitled to practise as a licensed cadastral surveyor, I certify that in which this diagram exhibits are accurate, and were prepared by me or under my direction in accordance with the Cadastral Survey Act 2002, and the Survey-General's Rules for Cadastral Survey 2002/2. (b) This diagram is accurate, and has been created in accordance with that Act and those Rules.		
Signature	Date	
Approval as to Survey by	Land Information New Zealand on	/ /
Deposited by	Land Information New Zealand on	/ /
File No.	Received	DP354076
Instructions		



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

Land registration district

North Auckland

**EI 6585334.6 Easemen**

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DocID: 312129620

Grantor

Surname(s) must be underlined.

GREIG AND BOVILL DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined.

GREIG AND BOVILL DEVELOPMENTS 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 15 day of September 20 05

Attestation

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name STEPHEN ERIC BRECKEN

Occupation DISTRICT MANAGER

Address 8 Woodlands Pt. Snelks Beach

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name STEPHEN ERIC BRECKEN

Occupation DISTRICT MANAGER

Address 8 Woodlands Pt. Snelks Beach

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.

**Annexure Schedule 1**

Easement instrument Dated 15 September 2005 Page 2 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)
Right to drain sewage	"D" DP 354076	Lot 20 DP 354076 Identifier 220770	Lot 21 DP 354076 Identifier 220771
Right of Way, Right to Convey Gas, Water, Electricity, Telecommunications & Computer Media, Right to Drain Water & Sewage	"E" DP 354076	Lot 25 DP 354076 Identifier 220775	Lot 26 DP 354076 Identifier 220776 Lot 27 DP 354076 Identifier 220777 Lot 28 DP 354076 Identifier 220778 Lot 29 DP 354076 Identifier 220779
		Continued on 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 Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~[varied] [negated] [added to] or [substituted]~~ by modified to the extent provided for on annexure Schedule page 4 of this Instrument.

~~[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**

**Annexure Schedule**

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

Easement Instrument

Dated 15 September 2005

Page 3 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 of Way, Right to Convey Gas, Water, Electricity, Telecommunications & Computer Media, Right to Drain Water & Sewage	"F"	Lot 26 DP 354076 Identifier 220776	Lot 27 DP 354076 Identifier 220777 Lot 28 DP 354076 Identifier 220778 Lot 29 DP 354076 Identifier 220779
	"G"	Lot 27 DP 354076 Identifier 220777	Lot 28 DP 354076 Identifier 220778 Lot 29 DP 354076 Identifier 220779
	"H"	Lot 28 DP 354076 Identifier 220778	Lot 29 DP 354076 Identifier 220779

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.

**Annexure Schedule**

Insert type of instrument

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

Easement Instrument

Dated

15 September 2005

Page

4

of

4

pages

(Continue in additional Annexure Schedule, if required.)

1. Where there is a conflict between the provisions of Schedule 4 of the Land Transfer Regulations 2002 and the provisions of the Ninth Schedule of the Property Law Act 1952, the provisions of the Ninth Schedule are to prevail.
2. Where there is a conflict between the provisions of either or both of Schedule 4 of the Land Transfer Regulations 2002, and the Ninth Schedule of the Property Law Act 1952 on the one hand, and the modifications in this Easement Instrument on the other hand, the modifications in this Easement Instrument are to prevail.
- 3.(1) If, other than as a result of fair wear and tear, the surface or support of the surface, of all or any part of the servient tenements or the dominant tenements, is damaged or adversely affected by any act(s) or omission(s) of:
  - (a) any one or more of the Grantors or the Grantees;or by:
  - (b) the agent(s), employee(s), contractor(s), subcontractor(s), or invitee(s) ("workers") of any one or more of the Grantors or the Grantees;then:
  - (c) such maintenance, repair, reinstatement, or replacement to remedy the damage or adverse affect, as is necessary or prudent, is to be promptly commenced and completed by the one or more of the Grantors or the Grantees whose act(s) or omission(s), or whose workers' act(s) or omission(s), have given rise to the damage or adverse affect.
- (2) If, other than as a result of fair wear and tear, the surface or support of the surface, of all or any part of the servient tenements, or the dominant tenements, is partially damaged or adversely affected by any act(s) or omission(s) of:
  - (a) any one or more of the Grantors or the Grantees;or by:
  - (b) the workers of any one or more of the Grantors or Grantees;then:
  - (c) the Grantors or the Grantees, whose act(s) or omission(s), or whose workers' act(s) or omission(s), have contributed to the damage or adverse affect, must pay the proportion of the costs of such maintenance, repair, reinstatement, or replacement, as is necessary or prudent to remedy the damage or adverse affect as is attributable to such act(s) or omission(s), with the balance to be paid by all of the parties to the particular easement, in accordance with clause 11 of Schedule 4 of the Land Transfer Regulations 2002.

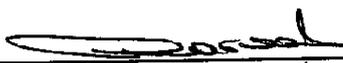
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

- I, **Deosi Vareed**, of Auckland, New Zealand, Bank Officer, certify that:
1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
  2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
  3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
  4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 15<sup>th</sup> day of September 2005

  
\_\_\_\_\_  
Deosi Vareed

**CONSENT OF MORTGAGEE**

**BANK OF NEW ZEALAND** as Mortgagee under Memorandum of Mortgage Number 6298663.1 **HEREBY CONSENTS** to registration of the within Easement Instrument but without prejudice to its rights, obligations and remedies under the said mortgage.

**DATED** the 15<sup>th</sup> day of September 2005

**BANK OF NEW ZEALAND**  
by its duly appointed attorney  
in the presence of :

<p>SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney:</p> <p>Deosi Vareed </p>	<p>BANK OF NEW ZEALAND by its Attorney:</p>
<p>In the presence of:</p> <p>SUBADRA MATHEW</p>	<p></p>
<p>Witness: .....</p> <p>Occupation: Bank Officer</p> <p>Address: Auckland</p>	

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

Sections 90A and 90F, Land Transfer Act 1952

**EI 6585334.7 Easemen**

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*Surname(s) must be underlined.*

Land registration district

North Auckland

Grantor

GREIG AND BOVILL DEVELOPMENTS LIMITED

Grantee

GREIG AND BOVILL DEVELOPMENTS 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 15 day of September 20 05

Attestation

Brent Sidney Greig - Director 	Signed in my presence by the Grantor 
	Signature of witness 
Graeme William Bovill - Director 	Witness to complete in BLOCK letters (unless legibly printed)
Signature [common seal] of Grantor	Witness name STEPHEN ERIC BRECHEEN Occupation DISTRICT MANAGER Address 8 Woodlands Pt. Snelks Beach

Brent Sidney Greig - Director 	Signed in my presence by the Grantee 
	Signature of witness 
Graeme William Bovill - Director 	Witness to complete in BLOCK letters (unless legibly printed)
Signature [common seal] of Grantee	Witness name STEPHEN ERIC BRECHEEN Occupation DISTRICT MANAGER Address 8 Woodlands Pt. Snelks Beach

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.

**Annexure Schedule 1**

Easement instrument

Dated

15 September 2005

Page

2

of

6

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 covenants		Refer page 6 annexure schedule	Refer page 6 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 Ninth Schedule of the Property Law Act 1952.~~

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

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

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

**Covenant provisions**

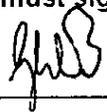
Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in: Annexure Schedule 2

~~[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**




**Annexure Schedule 2**

2003/5038EF  
Approved  
Registrar-General of Land

\*Easement Instrument

Dated <sup>15</sup> September 2005

Page 3 of 6 pages

\* Insert type of instrument.

Continue in additional Annexure Schedule if required.

**SCHEME OF RESTRICTIVE COVENANTS**

The Grantor for the Grantor (and the Grantor's successors in title) covenants with and for the benefit of the Grantee (and the Grantee's successors in title) and also the registered proprietors for the time being of all of the Lots in the subdivision and for the purposes of forming a building scheme for the benefit of all the Lots, that the Grantor will be bound by the Covenants to take effect immediately on registration of this Easement Instrument and to continue until 31 March 2026.

**Covenants**

The Grantor covenants:

1. Not to erect any building other than a new single family dwellinghouse (including garages and such other buildings as would normally be appurtenant to a single dwellinghouse).
2. Not to erect, or place, or permit to be erected or placed, any dwellinghouse with a living, floor area of less than 140m2 (excluding garages, carports, decking, verandahs and other structures).
3. Not to commence construction of any building the plans of which (including the site plan) and the specifications have not been submitted to and approved in writing by the Grantee, or its nominee, to ensure that high aesthetic standards are maintained and once approval is obtained, not to make any change to the plans and specifications affecting the exterior design and appearance of the Grantor's proposed buildings. In giving such approval the Grantee or its nominee shall take into account the following matters relating to the buildings:
  - (i) Height
  - (ii) Siting on the Section
  - (iii) External design (including walls, roofing, fences or screens). The basement or sub-floor area of any dwellinghouse is to be fully enclosed.
  - (iv) The relevance of the above mentioned factors to natural light and view of the adjacent properties.

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.

**Annexure Schedule 2**

2003/5038EF  
Approved  
Registrar-General of Land

\*Easement Instrument

Dated <sup>15</sup> September 2005

Page 4 of 6 pages

\* Insert type of instrument.

Continue in additional Annexure Schedule if required.

4. Not to construct any building in other than new materials. The materials to be used in construction are subject to the Grantee's discretion and it is intended that materials such as kiln fired brick, concrete brick or block, plastered textured finish, stone, timber or prefinished metal weatherboard bonded to solid timber boards (ie Lockwood type construction) would be approved. Some other forms of cladding may also be approved for outer wall facings.

5. To only use such roofing materials that have a tile profile or incorporate wood, glass fibre, or slate products. Other products such as long run coloursteel may also be approved. Flat roofed buildings are acceptable provided they meet all covenants and have more than one level of roofing.

6. That any dwelling with an exterior finish in the form of flat cladding, concrete, or polystyrene block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base material.

7. To complete any building within 12 months of the laying down of the foundations for such building and within 15 months of laying down the foundations to complete all ancillary work such as fencing and landscaping and further, within 15 months construct in a proper and tradesman like manner a driveway or vehicle access in permanent continuous surfacing of concrete, concrete paving, tar sealing or similar.

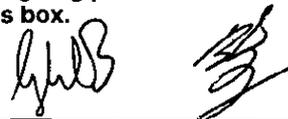
8. That any proposed fencing must meet the requirements of clause 3 prior to erection. To avoid doubt the design and specifications are to be approved by the Grantee or its nominee.

9. Not to place on the land any form of temporary accommodation (e.g. caravan, cabin etc) other than builder's shed for the purpose of the builder's usual day to day use, such shed to be removed on the completion of the dwellinghouse and in all respects shall not remain on the land for a period greater than one year from the date of issue of the building consent for the dwellinghouse by the Franklin District Council or from the date the shed is first placed on the land, whichever is the earlier.

10. Temporary toilet accommodation is to be provided on the site from the commencement of the construction and removed on completion of the dwellinghouse or in any event, no later that the builders shed is removed.

11. The Grantor shall not further subdivide the land in order to create any additional Lots or building sites whether by fee simple title, unit title, crosslease title or otherwise.

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.



**Annexure Schedule 2**

2003/5038EF  
Approved  
Registrar-General of Land

\*Easement instrument

<sup>15</sup>  
Dated September 2005

Page 5 of 6 pages

\* Insert type of instrument.

Continue in additional Annexure Schedule if required.

12. To keep and maintain in a neat and tidy condition the land and not to allow any excessive growth of grass so it becomes a fire hazard or unsightly nor permit or allow rubbish to accumulate upon the land, and to maintain the Council owned land between the front boundary and any road frontage to the road curb. In the event the Grantor shall fail to comply with this clause, the Grantee may at its option carry out the work and all costs shall be recoverable from the Grantor.

13. The dwellinghouses to be erected are to be single storey construction to ensure neighbouring residential properties retain their rural views.

14. If there should be any breach of these covenants and without prejudice to any other liability which the Grantor may have to any person having benefit of this covenant, the Grantor will upon written demand being made by the Grantee or any of the registered proprietors of the Lots:

- (a) Pay to the person making such demands as liquidated damages the sum of \$250 per day for every day that such breach continues, this date to be 12 working days after the date upon which written demand has been made.
- (b) Remove, or cause to be removed from the land, any secondhand, or used dwellinghouse, garage, carport, building or other structure erected, or placed on the land in breach of these covenants.
- (c) Replace any building materials used in breach of the Grantee's approval.;
- (d) Allow access to the Land to facilitate the person having the benefit of the covenant to take such steps as necessary to remedy the breach.

If any difference or dispute arises as to the matters to be taken into account in approving the plans or in connection with these covenants, including the site plan and specifications, then this dispute shall be referred to an architect (who is a registered member of the New Zealand Institute of Architects) nominated by the Grantee who shall act as an expert and not an arbitrator at the cost of the party referring the matter to the expert.

15. The Grantor may in its discretion amend, vary or alter any one or more covenant in respect of any one or more lots in the subdivision PROVIDED HOWEVER that the Grantor shall neither be required or liable to enforce, or answerable to the Grantee for any breach of the covenants binding any of the Lots.

**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.**

**Annexure Schedule 2**

2003/5038EF  
Approved  
Registrar-General of Land

15

\*Easement Instrument

Dated September 2005

Page 6 of 6 pages

\* Insert type of instrument.

Continue in additional Annexure Schedule if required.

Servient Tenement	Dominant Tenement
220769	220770 - 220779
220770	220769, 220771 - 220779
220771	220769, 220770, 220772-220779
220772	220769-220771, 220773-220779
220773	220769-220772, 220774-220779
220774	220769-220773, 220775- 220779
220775	220769-220774, 220776-220779
220776	220769-220775, 220777-220779
220777	220769-220776, 220778-220779
220778	220769-220777, 220779
220779	220769-220778

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.



**CONSENT OF MORTGAGEE**

**BANK OF NEW ZEALAND** as Mortgagee under Memorandum of Mortgage Number 6298663.1 **HEREBY CONSENTS** to registration of the within Easement Instrument/ but without prejudice to its rights, obligations and remedies under the said mortgage. creating land covenant and land covenant under S108(2)(d) Resource Management Act 1991.

**DATED** the 15<sup>th</sup> day of September 2005

**BANK OF NEW ZEALAND**  
by its duly appointed attorney  
in the presence of :

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney:	BANK OF NEW ZEALAND by its Attorney:
Deosi Vareec	
In the presence of SUBADRA MATH	EW 
Witness: Occupation: Bank Officer Address: Auckland	



**Bank of New Zealand**

**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

I, **Deosi Vareed**, of Auckland, New Zealand, Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 15<sup>th</sup> day of September 2005

  
\_\_\_\_\_  
Deosi Vareed ✓

THIS DEED made this 15 day of September 2005

BETWEEN GREIG AND BOVILL DEVELOPMENTS LIMITED ("Owner")

AND FRANKLIN DISTRICT COUNCIL ("Council")

COV 6585334.8 Coven

Cpy - 01/01, Pgs - 004, 23/09/06, 16:43



DocID: 312129625

## BACKGROUND

- A. The Owner is the registered proprietor of the Land.
- B. The Council has granted the Consent for the Owner to carry out a development on the Land on the condition, amongst other things, that the Owner enters into this covenant and registers it against the title to the Land.
- C. This deed is entered into as a covenant under section 108(2)(d) of the Resource Management Act 1991.

## WITNESSES AS FOLLOWS:

### 1. INTERPRETATION

In this deed unless the context indicates otherwise:

"Council" means Franklin District Council and its successors as territorial authority of the district where the Land is situated;

"Consent" means the consent order issued by the Environment Court (RMA No. 925/01) dated 20 June 2003 (Council file reference S99211);

"Land" means the land at Johnson Street, Tuakau comprised in computer freehold registers 220775, 220776, 220777, 220778 and 220779 and being lots 25 - 29 on Deposited Plan 354076 (North Auckland Registry);

"Operative Date" means the date of registration of this deed at Land Information New Zealand; and

"Owner" means the owner named in this deed and includes the Owner's successors but only as long as they are registered proprietor of the Land.

### 2. COVENANTS

2.1 The Owner accepts the requirements of the Council under the Resource Management Act 1991 as set out in the Consent.

2.2 The Owner will from the Operative Date at the Owner's cost and to the Council's reasonable satisfaction comply with the covenants set out in the Schedule.

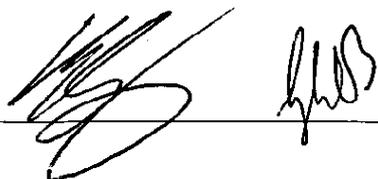


**SCHEDULE**  
(covenants)

The Owner must maintain the riparian margin planting on the Land on an ongoing basis and to the Council's satisfaction in accordance with:

- (a) the *Land Development Proposal for Harrisville Road, Tuakau* prepared by Harrison Grierson, Project No. 12-14326-1, Plan No. 14326-LS1 and 14326-LS2 and dated June 2002;
- (b) Factsheet 1 titled "*Wetland Restoration*" prepared by Environment Waikato and dated May 1999; and
- (c) Factsheet 3 titled "*Wetland Planting Guide*" prepared by Environment Waikato and dated May 1999;

copies of which are held by the Council under file reference S99211.

Two handwritten signatures in black ink, one larger and more stylized than the other, positioned above a horizontal line.

**COVENANT UNDER SECTION 108  
RESOURCE MANAGEMENT ACT  
1991**

**GREIG AND BOVILL  
DEVELOPMENTS LIMITED**

**The Owner**

**FRANKLIN DISTRICT COUNCIL**

**The Council**

Correct for the purposes of the Land  
Transfer Act 1952

**SIMPSON GRIERSON  
SOLICITORS  
AUCKLAND**

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Solicitor for the Council