

# LAND COVENANTS & CONSENT NOTICES

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**SUE & DAMIEN**

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**OWN**  
REAL ESTATE

**CONO 7813419.4 Consen**

Cpy - 01/01, Pgs - 002, 12/05/08, 14:58



DocID: 313114452

IN THE MATTER

of the Resource Management Act 1991 ("the Act")

A N D

IN THE MATTER

of a subdivision consent as evidenced by Land Transfer Plan No. 392286

A N D

IN THE MATTER

of a Consent Notice issued pursuant to Section 221 of the Act by WHANGAREI DISTRICT COUNCIL ("the Council")

IT IS HEREBY CERTIFIED that the following conditions to be complied with on a continuing basis by the subdividing owner and subsequent owners were imposed by the Council as conditions of approval for the subdivision as effected by Land Transfer Plan No. 392286 ("the plan")

1. Horticultural activities (including spraying) take place in the vicinity and any dwelling to be constructed on Lot 1 on the plan which will utilise rainwater as a potable water supply will require a suitable water filtration system to be installed.
2. Any future purchasers of the Lots 1 and 2 on the plan are to be advised that Lots 1 and 2 on the plan share a common boundary with a golf course.
3. No livestock are to be kept/grazed on Lots 1 and 2 on the plan.
4. That any future subdivision of Lot 2 on the plan will require the existing access onto State Highway 14 (known as CP 98) to be permanently and physically closed. Access for any development of Lot 2 on the plan in the future is to be via Golf Harbour Drive. The closure will entail the existing crossing formation and culvert onto the state highway being removed and a fence reinstated along the property boundary.

DATED at Whangarei this

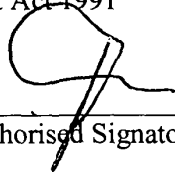
29<sup>th</sup>

day of

November

2007

SIGNED for WHANGAREI DISTRICT COUNCIL  
pursuant to the authority of the Council given pursuant  
to the Local Government Act 2002 and the Resource  
Management Act 1991



\_\_\_\_\_  
Authorised Signatory



IN THE MATTER

of a Conservation Covenant entered  
into pursuant to Section 77 of the  
Reserves Act 1977

WHEREAS

- A. **ERROL FRANK KEAY, ELAINE RUTH KEAY, BRIAN GILLESPIE MOYLE and GRANT LINDSAY CURRIE** ("the Covenantors") are the registered proprietors of an estate in fee simple in that piece of land comprised in Certificate of Title NA29D/421 (hereinafter called "the land").
- B. **WHANGAREI DISTRICT COUNCIL** ("the Council") is the local authority within whose district the land is situated.
- C. The Council is authorised by Section 77 of the Reserves Act 1977 ("the Act") to obtain conservation covenants in respect of private land for the purposes of managing such land so as to preserve the natural environment, or landscape amenity, or wildlife or fresh water life or marine life habitat or historical value of such land.
- D. The Covenantors have agreed to grant to the Council a conservation covenant for the purpose and intent of preserving the natural environment of the land and to satisfy a condition in this regard of the Council's consent to a subdivision as evidenced by Deposited Plan 392286 ("the plan").

NOW THEREFORE in pursuance of this authority the Covenantors HEREBY GRANT to the Council Conservation Covenants pursuant to Section 77 of the Act over an area comprising 3280 square metres more or less being that part of lot 1 on the plan as is shown marked thereon with the letter "F" (such area being hereinafter referred to as "the conservation area") to the intent that this covenant shall have effect in perpetuity or until the Council shall resolve to release this covenant.

THE Covenantors and the Council with the intent and so as to bind part Lot 1 on the plan into whosoever hands such may come mutually covenant at all times to observe and perform the respective duties and obligations imposed upon them pursuant to the provisions of the Act and any statutory amendment or re-enactment thereof or any Act or Acts passed in substitution therefore.

THE COVENANTORS COVENANT WITH THE COUNCIL :

1. TO undertake pest and weed control measures within the conservation area should the need arise including the removal of weeds identified in the Northland Regional Council publication '*Environmental Weeds, Delightful but Destructive*'. The conservation area is to be maintained predominantly free from noxious weeds.

2. TO undertake restoration and/or enhancement and/or pruning of vegetation cover in the conservation area should the need arise provided prior approval has been obtained from the Council's Parks Division.

3. THE liability of **BRIAN GILLESPIE MOYLE** and **GRANT LINDSAY CURRIE** is limited to the assets of the Trust and is not a personal liability.

IN WITNESS WHEREOF these presents have been executed this 13<sup>th</sup> day of December 2007

SIGNED by )

**ERROL FRANK KEAY,** ) *E F Keay*

**ELAINE RUTH KEAY** ) *ER Keay*

and **GRANT LINDSAY CURRIE** )

as Covenantors in the presence of : )

*K Shirley*  
**Karen Shirley**  
Legal Executive  
**WHANGAREI**

SIGNED by )

**BRIAN GILLESPIE MOYLE** )

as Covenantors in the presence of : )

*Gay Elizabeth Hannan*  
**Gay Elizabeth Hannan**  
Receptionist  
**Whangarei**

*BG Moyle*

**SIGNED** for and on behalf of  
**WHANGAREI DISTRICT COUNCIL**

by

.....  
Authorised Officer  
in the presence of:

**Peter Dillon**  
**Subdivision Officer**  
**Whangarei District Council**

.....  
*Witness to complete in BLOCK letters*

Name:

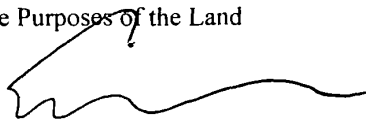
Address:

Occupation:

**Julie Rowland**  
**Legal Executive**  
**Whangarei**

**CONSERVATION COVENANT**

Correct for the Purposes of the Land  
Transfer Act



Solicitor for Whangarei District Council

**EF & ER KEAY,  
BG MOYLE & GL CURRIE**

*"the Covenantors"*

**WHANGAREI DISTRICT COUNCIL**

*"the Council"*

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Particulars entered in the Register as shown herein  
on the date and at the time endorsed below

.....  
Assistant/District Land Registrar  
of the District of North Auckland

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THOMSON WILSON  
SOLICITORS  
WHANGAREI

WDC K.172

D0709004.GJM.DOC



# View Instrument Details

**Instrument No** 8670377.2  
**Status** Registered  
**Date & Time Lodged** 23 December 2010 11:52  
**Lodged By** Currie, Grant Lindsay  
**Instrument Type** Variation of Consent Notice Condition under s221(5) Resource Management Act 1991



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| Affected Computer Registers | Land District  |
|-----------------------------|----------------|
| 370007                      | North Auckland |
| 370008                      | North Auckland |

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**Annexure Schedule:** Contains 1 Page.

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## Signature

Signed by Grant Lindsay Currie as Territorial Authority Representative on 23/12/2010 11:48 AM

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

IN THE MATTER of the Resource Management  
Act 1991

A N D

IN THE MATTER of Consent Notice No.  
7813419.4 (North Auckland  
Registry) ("the consent notice")

**VARIATION AND CANCELLATION OF CONSENT NOTICE**

Pursuant to Section 221(3) of the Resource Management Act 1991 **WHANGAREI DISTRICT COUNCIL** on being satisfied that one condition of subdivision imposed in respect of Deposited Plan 392286 can be varied and one condition of that consent can be cancelled hereby

(1) Varies the consent notice in relation to the properties being Lots 1 and 2 on Deposited Plan 392286 in that Condition 3 of the consent notice is hereby varied to read,

3. No livestock are to be kept/grazed on lot 1 on the plan; and

(2) Cancels Condition 4 of the consent notice.

DATED at Whangarei this 30 day of November 2010.

SIGNED for and on behalf of  
**WHANGAREI DISTRICT COUNCIL**  
by

Peter Dillon  
Subdivision Officer  
Whangarei District Council

Authorised Officer  
in the presence of:

K Martin  
Witness to complete in BLOCK letters

Name: Katie Jane Martin  
Address: Whangarei District Council  
Occupation: Planner

EXECUTED by **ERROL FRANK KEAY,**  
**ELAINE RUTH KEAY, BRIAN GILLESPIE**  
**MOYLE and GRANT LINDSAY CURRIE**  
in the presence of:

Karen Shirley  
Legal Executive  
WHANGAREI

ER/Keay  
BG/Moyle



# View Instrument Details

|                               |                                                                                  |
|-------------------------------|----------------------------------------------------------------------------------|
| <b>Instrument No</b>          | 9468879.1                                                                        |
| <b>Status</b>                 | Registered                                                                       |
| <b>Date &amp; Time Lodged</b> | 25 July 2013 14:23                                                               |
| <b>Lodged By</b>              | Wakeman, Rupert George                                                           |
| <b>Instrument Type</b>        | Variation of Consent Notice Condition under s221(5) Resource Management Act 1991 |



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|                                    |                      |
|------------------------------------|----------------------|
| <b>Affected Computer Registers</b> | <b>Land District</b> |
| 621728                             | North Auckland       |

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|                            |                                                                        |
|----------------------------|------------------------------------------------------------------------|
| <b>Affected Instrument</b> | Consent Notice under s221(4)(a) Resource Management Act 1991 7813419.4 |
|----------------------------|------------------------------------------------------------------------|

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**Annexure Schedule:** Contains 1 Page.

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## Signature

Signed by Rupert George Wakeman as Territorial Authority Representative on 25/07/2013 04:33 PM

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



**WHANGAREI  
DISTRICT COUNCIL**

SD: 1100091 PID: 120402

Forum North, Private Bag 9023  
Whangarei 0148, New Zealand  
Telephone: +64 9 438 4200  
Facsimile: +64 9 438 7632  
Email: mailroom@wdc.govt.nz  
Website: www.wdc.govt.nz

### Certified copy of Resolution

That in accordance with Section 221(3) of the Resource Management Act 1991 the Whangarei District Council hereby resolves that the *existing* condition 2 in Consent Notice registered as CONO 7813419.4 affecting CFR 539646 is hereby cancelled insofar as it relates to lot 2 DP 437647.

I, Peter Augustine Dillon, Authorised Officer of Whangarei District Council, hereby certify that the foregoing is a true and correct copy of a resolution of the Team Leader [Consents] acting under powers delegated by the Whangarei District Council pursuant to Section 34 of the Resource Management Act 1991 held on the 22<sup>nd</sup> day of December 2011.

Dated this

*3rd*

day of

*April*

2013

Peter Dillon  
Authorised Officer

Being subdivision for - Keay Family Trust @ Maunu

|          |                                                  |
|----------|--------------------------------------------------|
| Surveyor | Reyburn & Bryant Ltd<br>P O Box 191<br>WHANGAREI |
| Ref      | 12478                                            |

# View Instrument Details



|                               |                                                              |
|-------------------------------|--------------------------------------------------------------|
| <b>Instrument No</b>          | 10241797.3                                                   |
| <b>Status</b>                 | Registered                                                   |
| <b>Date &amp; Time Lodged</b> | 08 December 2015 15:51                                       |
| <b>Lodged By</b>              | Telfer, Janet Ellen                                          |
| <b>Instrument Type</b>        | Consent Notice under s221(4)(a) Resource Management Act 1991 |



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| <b>Affected Computer Registers</b> | <b>Land District</b> |
|------------------------------------|----------------------|
| 686562                             | North Auckland       |
| 686563                             | North Auckland       |

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**Annexure Schedule:** Contains 2 Pages.

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## Signature

Signed by Maree Christine Stenberg as Territorial Authority Representative on 08/12/2015 02:32 PM

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

**IN THE MATTER** of the Resource Management Act  
1991 ("the Act")

**A N D**

**IN THE MATTER** of a subdivision consent as  
evidenced by Land Transfer Plan  
No. 484464

**A N D**

**IN THE MATTER** of a Consent Notice issued  
pursuant to Section 221 of the Act  
by **WHANGAREI DISTRICT  
COUNCIL** ("the Council")

**IT IS HEREBY CERTIFIED** that the following conditions to be complied with on a continuing basis by the subdividing owner and subsequent owners were imposed by the Council as conditions of approval for the subdivision as effected by Land Transfer Plan No. 484464 ("the plan")

1. Upon construction of any habitable dwelling on either Lot 1 and Lot 2 on the plan ("lots 1 and 2") sufficient water supply for fire fighting purposes is to be provided by way of tank storage or other approved means with this water supply to be accessible by fire fighting appliances in accordance with the Council's Environmental Engineering Standards 2010 and more particularly with the 'New Zealand Fire Service Fire Fighting Code of Practice SNZ PAS 4509:2008'.

Demonstration of achievement of an alternative means of compliance with this standard will be considered to satisfy this requirement but note that written approval from the New Zealand Fire Service is required.

2. Any development on lots 1 and 2 shall comply with the restrictions and recommendations identified in the Base Group Consulting engineering report reference 14032 dated 6/08/2014, a copy of which is available from the Council under reference SD1400077 on P120402, unless an alternative engineering report prepared by a suitably experienced chartered professional engineer is approved in writing by the Council.

- 2 -

3. At the time of application for a building consent for a building to be constructed on lot 1 on the plan suitable evidence/design is to be provided to illustrate that stormwater attenuation will be provided for all impervious surfaces to ensure compliance with Chapter 4, and more specifically Section 4.11 of the Council's Environmental Engineering Standards 2010, to the satisfaction of the Council's Senior Environmental Engineering Officer.

DATED at Whangarei this 13<sup>th</sup> day of October 2015

**SIGNED for WHANGAREI DISTRICT COUNCIL**  
pursuant to the authority of the Council given pursuant to  
the Local Government Act 2002 and the Resource  
Management Act 1991

  
Authorised Signatory

# View Instrument Details



|                               |                                            |
|-------------------------------|--------------------------------------------|
| <b>Instrument No</b>          | 10241797.4                                 |
| <b>Status</b>                 | Registered                                 |
| <b>Date &amp; Time Lodged</b> | 08 December 2015 15:51                     |
| <b>Lodged By</b>              | Telfer, Janet Ellen                        |
| <b>Instrument Type</b>        | Covenant (All types except Land covenants) |



**Toitū Te Whenua**  
**Land Information**  
**New Zealand**

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| <b>Affected Computer Registers</b> | <b>Land District</b> |
|------------------------------------|----------------------|
| 686562                             | North Auckland       |
| 686563                             | North Auckland       |

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**Annexure Schedule:** Contains 4 Pages.

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## Signature

Signed by Maree Christine Stenberg as Grantor/Grantee Representative on 08/12/2015 02:49 PM

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

IN THE MATTER of the Resource Management  
Act 1991 ("the Act")

A N D

IN THE MATTER of a Covenant pursuant to  
Section 108(2)(d) of the Act

A N D

IN THE MATTER of a Resource Consent  
granted by Whangarei  
District Council ("the  
Council") to Errol Frank  
Keay, Elaine Ruth Keay and  
TW Trustees 2011 Limited

WHEREAS

- A. **ERROL FRANK KEAY, ELAINE RUTH KEAY and TW TRUSTEES 2011 LIMITED** ("the covenantors") are registered as proprietors of an estate in fee simple in the property described in CFR 621727 and CFR 621728 ("the Property").
- B. **WHANGAREI DISTRICT COUNCIL** has by Resource Consent No. SD1400077 granted a resource consent authorising the subdivision of the Property.
- C. The grant of the consent authorising the subdivision of the Property was subject to conditions addressing (inter alia) reverse sensitivity.

By this Covenant therefore the covenantors for themselves and their successors in title covenant with the Council that:

*RGJ*

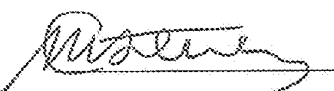
- (i) the registered proprietors from time to time of the land in CFR 686562 being Lot 1 on Deposited Plan 484464, ("Lot 1") are advised that Lot 1 is located within a horticultural production area and that reasonable effects of horticultural production activities, provided they are conducted under the appropriate safety legislation, must be accepted.
- (ii) the registered proprietors from time to time of the land in CFR 686563 being Lot 2 on Deposited Plan 484464, ("Lot 2") shall themselves, and shall notify future owners of Lot 2 of the obligation to, make all endeavours to advise the owner(s) of Lot 1 of the time and date of proposed spray operations relating to horticultural activities on Lot 2.

IN WITNESS WHEREOF these presents have been executed this 24th day of November 2015

SIGNED by the said )  
 ERROL FRANK KEAY and )  
 ELAINE RUTH KEAY in the )  
 presence of : )

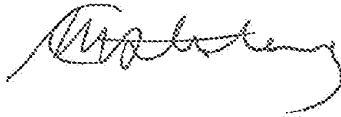
E. F. Keay  
E. R. Keay

Witness

Signature:   
 Name (in full): Marse Stenberg  
 Occupation: Solicitor  
 Address: WHANGAREI

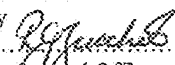
Reg  
 33

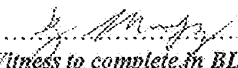
SIGNED by TW TRUSTEES )  
2011 LIMITED in the presence of: )



Maree Stenberg  
Solicitor  
WHANGAREI

SIGNED for and on behalf of  
WHANGAREI DISTRICT COUNCIL

by   
Authorised Officer  
in the presence of:

by   
Witness to complete, in BLOCK letters  
Name: ~~Dan~~ MURPHY  
Address: WHANGAREI DISTRICT COUNCIL  
Occupation: senior environmental technician

**COVENANT UNDER SECTION 108(2)(d)**  
**OF THE RESOURCE MANAGEMENT ACT**  
**1991**

Correct for the Purposes of the Land  
Transfer Act

Solicitor for the Whangarei District  
Council

**E F & E R KEAY and**  
**TW TRUSTEES 2011 LTD**

*"the Covenantor"*

**WHANGAREI DISTRICT COUNCIL**

*"the Council"*

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Particulars entered in the Register as shown herein on the  
date and at the time endorsed below

.....  
Assistant/District Land Registrar  
of the District of North Auckland

---

THOMSON WILSON  
SOLICITORS  
WHANGAREI

WDC K.225

# View Instrument Details



**Instrument No** 10241797.6  
**Status** Registered  
**Date & Time Lodged** 08 December 2015 15:51  
**Lodged By** Telfer, Janet Ellen  
**Instrument Type** Easement Instrument



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**Affected Computer Registers    Land District**

|        |                |
|--------|----------------|
| 686562 | North Auckland |
| 686563 | North Auckland |

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**Annexure Schedule:** Contains 6 Pages.

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**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 | <input checked="" type="checkbox"/> |
| I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument             | <input checked="" type="checkbox"/> |
| I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply       | <input checked="" type="checkbox"/> |
| I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period   | <input checked="" type="checkbox"/> |
| I certify that the Encumbrancee under Encumbrance 9437225.9 has consented to this transaction and I hold that consent                         | <input checked="" type="checkbox"/> |
| I certify that the Encumbrancee under Encumbrance 9437225.10 has consented to this transaction and I hold that consent                        | <input checked="" type="checkbox"/> |

**Signature**

Signed by Maree Christine Stenberg as Grantor Representative on 08/12/2015 03:11 PM

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**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 | <input checked="" type="checkbox"/> |
| I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument             | <input checked="" type="checkbox"/> |
| I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply       | <input checked="" type="checkbox"/> |
| I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period   | <input checked="" type="checkbox"/> |

**Signature**

Signed by Maree Christine Stenberg as Grantee Representative on 08/12/2015 03:13 PM

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

No build restriction

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

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

**Grantor**

ERROL FRANK KEAY, ELAINE RUTH KEAY and TW TRUSTEES 2011 LIMITED

**Grantee**

ERROL FRANK KEAY, ELAINE RUTH KEAY and TW TRUSTEES 2011 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**  
*required*

*Continue in additional Annexure Schedule, if*

| 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     |
|--------------------------------------------------------------------|-------------------------------------|---------------------------------------|-------------------------------------------------------|
| Land Covenant                                                      | A, B, C, F, G, H and I on DP 484464 | Lot 2 DP 484464 (686563)              | Lot 1 DP 484464 (686562) and Lot 2 DP 437647 (686563) |
| Land Covenant                                                      | M on DP 484464                      | Lot 2 DP 437647 (686563)              | Lot 1 DP 484464 (686562) and Lot 2 DP 484464 (686563) |

No build restriction

**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]~~

**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

Page 3 of 6 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

## Covenant Provisions

## BACKGROUND

- A. The Grantor intends that the Servient Tenement be subject to a no building area covenant applicable to and for the benefit of the Dominant Tenement.
- B. The Grantor intends this Instrument shall be and remain registered against the identifier to the Servient Tenement to give effect to the Scheme so that:
  - (i) Owners or occupiers for the time being of the Servient Tenement shall be bound by the provisions of this Instrument; and
  - (ii) Owners or occupiers for the time being of the Dominant Tenement can enforce the observance of the provisions of this Instrument by the owners or occupiers for the time being of the Servient Tenement.

## 1. DEFINITIONS AND INTERPRETATION

## Definitions

- 1.1 In this Instrument, unless the context requires otherwise:

"**Covenants**" means any or all of the covenants contained in this Instrument;

"**Deposited Plan**" means the plan so described in Annexure Schedule A of the Instrument;

"**Dominant Tenement**" means in relation to each Covenant, the relevant parcel of land so described in Annexure Schedule A of this Instrument;

"**Erect**" means place, build, erect, install, attach, situate or construct or permit to be placed, built, erected, installed, attached, situated or constructed;

"**Grantee**" means, in relation to each Covenant, the registered proprietor of the relevant Dominant Tenement from time to time and includes, where applicable:

- (a) The person executing this Instrument as Grantee;
- (b) All the Grantees for the time being under this Instrument; and
- (c) All respective executors, administrators, successors, assigns and successors in title of each Grantee, and if more than one jointly and severally;

"**Grantor**" means, in relation to each Covenant, the registered proprietor of the relevant Servient Tenement from time to time and includes, where applicable:

- (a) The person executing this Instrument as Grantor; and

## Annexure Schedule

Page 4 of 6 Pages

Insert instrument type

Land Covenant

*Continue in additional Annexure Schedule, if required*

- (b) All the Grantors for the time being under this Instrument; and
- (c) All respective executors, administrators, successors, assigns and successors in title of each Grantor, and if more than one jointly and severally;

**"Instrument"** means this Instrument and includes all the annexure schedules incorporated within this Instrument;

**"Lot"** means the relevant Servient Tenement;

**"Servient Tenement"** means in relation to each Covenant, the relevant parcel of land so described in Annexure Schedule A of this Instrument;

**"Working Day"** means any day of the week other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; and
- (b) A day in the period commencing on the 24<sup>th</sup> of December in any year and ending on the 5<sup>th</sup> of January the following year, both days inclusive; and
- (c) The day observed as the anniversary of any province in which the Lot is situated.

**INTERPRETATION**

1.2 In this Instrument, unless the context indicates otherwise:

- (a) All monetary amounts are stated and are payable in New Zealand dollars;
- (b) Singular words include the plural and vice versa and words importing one gender include the other gender;
- (c) References to any **"party"** mean a party to this Instrument and include the successors, executors, administrators and permitted assigns (as the case may be) of that party;
- (d) References to clauses are to clauses in this Instrument (unless stated otherwise);
- (e) References to a **"person"** include an individual, firm, company, corporation or unincorporated body of persons, any public or local authority, any government, and any agency of any government or of any such authority;
- (f) Headings appear as a matter of convenience and do not affect the construction of this Instrument;
- (g) A reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for them;
- (h) Any obligation on the Grantor not to do anything shall be deemed also to be an obligation not to suffer, permit and or cause that thing to be done;

## Annexure Schedule

Page 5 of 6 Pages

*Insert instrument type*

Land Covenant

*Continue in additional Annexure Schedule, if required*

- (i) An obligation by two or more persons binds those persons jointly and severally.

**2. GENERAL COVENANTS****2.1 The Grantor covenants and agrees:**

- (a) To observe and perform all the Covenants at all times; and
- (b) The Covenants shall run and bind the Servient Tenement for the benefit of the Dominant Tenement to the intent that each of the Covenants will be forever appurtenant to the Dominant Tenement.

**2.2. The Grantor covenants and agrees:**

- (a) To pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument;
- (b) To indemnify the Grantee against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in this Instrument.

**3. COVENANTS RELATING TO BUILDINGS****3.1 The Grantor covenants and agrees that the Grantor must not Erect any residential unit or dwelling on the areas marked "A", "B", "C", "F", "G", "H", and "I" on the Deposited Plan.****3.2 The Grantor covenants and agrees that the Grantor must not Erect any residential unit or dwelling on the area marked "M" on the Deposited Plan.****4. BREACH OF COVENANTS****4.1 The Grantor and Grantee covenant and agree that if the Grantor breaches or fails to observe part of or any of the Covenants, then without prejudice to any other liability which the Grantor may have to the Grantee or any person or persons having the benefit of the Covenants, the Grantor, upon written demand being made by the Grantee or any person or persons having the benefit of the Covenants will:**

- (a) Remove or cause to be removed from the Lot any building or appurtenances, structures or improvements in breach or non-observance of the Covenants;
- (b) Cease any activity which is in breach or non observance of the Covenants and otherwise rectify the breach or non-observance;
- (c) Pay the person making such demand as liquidated damages the sum of \$250.00 (two hundred and fifty dollars) (adjusted annually by movements in the Consumer Price Index (All Groups) published by Statistics New Zealand (" the Index") from 1 January 2015) per day for every day that

## Annexure Schedule

Page 6 of 6 Pages

*Insert instrument type*

Land Covenant

*Continue in additional Annexure Schedule, if required*

such breach or non-observance continues after the date upon which written demand has been made,

provided however that the Grantor will only be liable for breaches of the Covenants which occur while the Grantor is the registered proprietor of the Lot in respect of which a breach or non-observance occurs.

- 4.2 If Statistics New Zealand ceases to calculate or publish the Index, or if it materially changes the basis of assessment for the Index, an alternative index that in the opinion of an expert most clearly reflects changes in the cost of living must be substituted for the Index. Such expert is to be appointed by the President for the time being of the New Zealand Law Society.

## 5. GENERAL

### Waiver

- 5.1 No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.

### Partial Invalidity

- 5.2 If any provision of this Instrument or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Instrument and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.

### Notices

- 5.3 Any notice required to be served on any party under this Instrument shall be served in the manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served.

### Governing Law

- 5.4 This Instrument shall be governed by New Zealand law, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

To: The District Land Registrar

Please have the Covenants noted on the register for the Dominant Tenement.

\_\_\_\_\_  
Solicitor for the Grantor/Grantee

# View Instrument Details



**Instrument No** 10241797.7  
**Status** Registered  
**Date & Time Lodged** 08 December 2015 15:51  
**Lodged By** Telfer, Janet Ellen  
**Instrument Type** Easement Instrument



---

**Affected Computer Registers    Land District**

|        |                |
|--------|----------------|
| 686562 | North Auckland |
| 686563 | North 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 Encumbrancee under Encumbrance 9437225.9 has consented to this transaction and I hold that consent ☒
- I certify that the Encumbrancee under Encumbrance 9437225.10 has consented to this transaction and I hold that consent ☒

**Signature**

Signed by Maree Christine Stenberg as Grantor Representative on 08/12/2015 03:18 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 Maree Christine Stenberg as Grantee Representative on 08/12/2015 03:18 PM

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

Building platform

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

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

Grantor

ERROL FRANK KEAY, ELAINE RUTH KEAY and TW TRUSTEES 2011 LIMITED

Grantee

ERROL FRANK KEAY, ELAINE RUTH KEAY and TW TRUSTEES 2011 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  
required

Continue in additional Annexure Schedule, if

| 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     |
|--------------------------------------------------------------------|------------------------|---------------------------------------|-------------------------------------------------------|
| Land Covenant                                                      | K on DP 484464         | Lot 2 DP 484464 (686563)              | Lot 1 DP 484464 (686562) and Lot 2 DP 437647 (686563) |

Building platform

**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]~~

**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

Page 3 of 6 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

## Covenant Provisions

## BACKGROUND

- A. The Grantor intends that the Servient Tenement be subject to a building platform covenant applicable to and for the benefit of the Dominant Tenement.
- B. The Grantor intends this Instrument shall be and remain registered against the identifier to the Servient Tenement to give effect to the Scheme so that:
  - (i) Owners or occupiers for the time being of the Servient Tenement shall be bound by the provisions of this Instrument; and
  - (ii) Owners or occupiers for the time being of the Dominant Tenement can enforce the observance of the provisions of this Instrument by the owners or occupiers for the time being of the Servient Tenement.

## 1. DEFINITIONS AND INTERPRETATION

## Definitions

- 1.1 In this Instrument, unless the context requires otherwise:

**"Covenants"** means the covenants contained in this Instrument;

**"Deposited Plan"** means the plan so described in Annexure Schedule A of the Instrument;

**"Dominant Tenement"** means that parcel of land so described in Annexure Schedule A of this Instrument;

**"Erect"** means place, build, erect, install, attach, situate or construct or permit to be placed, built, erected, installed, attached, situated or constructed;

**"Grantee"** means the registered proprietor of the Dominant Tenement from time to time and includes, where applicable:

- (a) The person executing this Instrument as Grantee;
- (b) All the Grantees for the time being under this Instrument; and
- (c) All respective executors, administrators, successors, assigns and successors in title of each Grantee, and if more than one jointly and severally;

**"Grantor"** means the registered proprietor of the Servient Tenement from time to time and includes, where applicable:

- (a) The person executing this Instrument as Grantor; and

## Annexure Schedule

Page 4 of 6 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- (b) All the Grantors for the time being under this Instrument; and
- (c) All respective executors, administrators, successors, assigns and successors in title of each Grantor, and if more than one jointly and severally;

**"Instrument"** means this Instrument and includes all the annexure schedules incorporated within this Instrument;

**"Lot"** means the Servient Tenement;

**"Servient Tenement"** means that parcel of land so described in Annexure Schedule A of this Instrument;

**"Working Day"** means any day of the week other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; and
- (b) A day in the period commencing on the 24<sup>th</sup> of December in any year and ending on the 5<sup>th</sup> of January the following year, both days inclusive; and
- (c) The day observed as the anniversary of any province in which the Lot is situated.

#### INTERPRETATION

1.2 In this Instrument, unless the context indicates otherwise:

- (a) All monetary amounts are stated and are payable in New Zealand dollars;
- (b) Singular words include the plural and vice versa and words importing one gender include the other gender;
- (c) References to any **"party"** mean a party to this Instrument and include the successors, executors, administrators and permitted assigns (as the case may be) of that party;
- (d) References to clauses are to clauses in this Instrument (unless stated otherwise);
- (e) References to a **"person"** include an individual, firm, company, corporation or unincorporated body of persons, any public or local authority, any government, and any agency of any government or of any such authority;
- (f) Headings appear as a matter of convenience and do not affect the construction of this Instrument;
- (g) A reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for them;
- (h) Any obligation on the Grantor not to do anything shall be deemed also to be an obligation not to suffer, permit and or cause that thing to be done;

## Annexure Schedule

Page 5 of 6 Pages

Insert instrument type

Land Covenant

*Continue in additional Annexure Schedule, if required*

- (i) An obligation by two or more persons binds those persons jointly and severally.

**2. GENERAL COVENANTS**

2.1 The Grantor covenants and agrees:

- (a) To observe and perform all the Covenants at all times; and
- (b) The Covenants shall run and bind the Servient Tenement for the benefit of the Dominant Tenement to the intent that each of the Covenants will be forever appurtenant to the Dominant Tenement.

2.2. The Grantor covenants and agrees:

- (a) To pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument;
- (b) To indemnify the Grantee against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in this Instrument.

**3. COVENANTS RELATING TO BUILDINGS**

3.1 The Grantor covenants and agrees that the Grantor shall not Erect any residential unit or dwelling on the Lot except on the area marked "K" on the Deposited Plan.

**4. BREACH OF COVENANTS**

4.1 The Grantor and Grantee covenant and agree that if the Grantor breaches or fails to observe part of or any of the Covenants, then without prejudice to any other liability which the Grantor may have to the Grantee or any person or persons having the benefit of the Covenants, the Grantor, upon written demand being made by the Grantee or any person or persons having the benefit of the Covenants will:

- (a) Remove or cause to be removed from the Lot any building or appurtenances, structures or improvements in breach or non-observance of the Covenants;
- (b) Cease any activity which is in breach or non observance of the Covenants and otherwise rectify the breach or non-observance;
- (c) Pay the person making such demand as liquidated damages the sum of \$250.00 (two hundred and fifty dollars) (adjusted annually by movements in the Consumer Price Index (All Groups) published by Statistics New Zealand (" the Index") from 1 January 2015) per day for every day that such breach or non-observance continues after the date upon which written demand has been made,

## Annexure Schedule

Page 6 of 6 Pages

Insert instrument type

Land Covenant

*Continue in additional Annexure Schedule, if required*

provided however that the Grantor will only be liable for breaches of the Covenants which occur while the Grantor is the registered proprietor of the Lot in respect of which a breach or non-observance occurs.

- 4.2 If Statistics New Zealand ceases to calculate or publish the Index, or if it materially changes the basis of assessment for the Index, an alternative index that in the opinion of an expert most clearly reflects changes in the cost of living must be substituted for the Index. Such expert is to be appointed by the President for the time being of the New Zealand Law Society.

## 5. GENERAL

### Waiver

- 5.1 No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.

### Partial Invalidity

- 5.2 If any provision of this Instrument or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Instrument and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.

### Notices

- 5.3 Any notice required to be served on any party under this Instrument shall be served in the manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served.

### Governing Law

- 5.4 This Instrument shall be governed by New Zealand law, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

To: The District Land Registrar

Please have the Covenants noted on the register for the Dominant Tenement.

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Solicitor for the Grantor/Grantee

# View Instrument Details



**Instrument No** 10578135.3  
**Status** Registered  
**Date & Time Lodged** 28 September 2016 17:06  
**Lodged By** Thomson, Kim Sandra  
**Instrument Type** Partial Surrender of Easement



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**Affected Computer Registers    Land District**

|        |                |
|--------|----------------|
| 686562 | North Auckland |
| 686563 | North Auckland |

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**Affected Instrument**                      Easement Instrument 10241797.7

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**Annexure Schedule:** Contains 4 Pages.

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**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 John Gordon Gilding as Grantor Representative on 15/09/2016 10:17 AM

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**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                                                         | ✓ |
| I certify that the territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority | ✓ |
| I certify that the Mortgagee under Mortgage 10350740.2 has consented to this transaction and I hold that consent                                                                                    | ✓ |
| I certify that the Encumbrancee under Encumbrance 9437225.9 has consented to this transaction and I hold that consent                                                                               | ✓ |
| I certify that the Encumbrancee under Encumbrance 9437225.10 has consented to this transaction and I hold that consent                                                                              | ✓ |

**Signature**

Signed by John Gordon Gilding as Grantee Representative on 15/09/2016 10:17 AM

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

**Easement instrument to partially surrender easement or *profit à prendre* or land covenant**  
(Sections 90A and 90F Land Transfer Act 1952)

**2015/6248  
APPROVED  
Registrar-General of Land**

Page **1** of **1** pages

**Grantor**

**Maunu Properties Limited**

**Grantee**

**Errol Frank Keay, Elaine Ruth Keay and TW Trustees 2011 Limited**

**Partial Surrender of Easement or *profit à prendre* or Covenant**

The Grantee, being the registered proprietor of the Dominant Tenement(s) set out in Schedule A, or being the Grantee in gross, hereby partially surrenders to the Grantor the easement(s), *profit(s) à prendre* or covenant(s) set out in Schedule A and the Grantor accepts the partial surrender of those easement(s), *profit(s) à prendre* or covenant(s)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

| Purpose of Easement;<br><i>Profit</i> or Covenant | Creating Instrument<br>number | Servient Tenement<br>(Computer Register) | Dominant Tenement<br>(Computer Register) or in gross |
|---------------------------------------------------|-------------------------------|------------------------------------------|------------------------------------------------------|
| <b>Land Covenant marked K<br/>on DP 484464</b>    | <b>1024179.7</b>              | <b>Lot 2 on DP 484464<br/>CR 686563</b>  | <b>686562</b>                                        |

**Annexure Schedule - Consent Form**  
Land Transfer Act 1952 section 238(2)

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

Encumbrance

2015/6250  
APPROVED  
Registrar-General of Land

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**Whangarei District Council**

**Encumbrancee under Encumbrance 9437225.9**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [Section **238(2)** of the Land Transfer Act 1952]

Pursuant to [~~Section s224(b)(i) of the Resource Management Act 1991~~]

Pursuant to [Section \_\_\_\_\_ of the \_\_\_\_\_ Act]

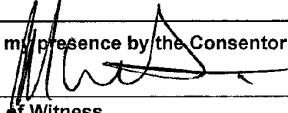
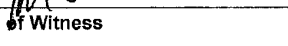
Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to:

1. creation of all new vested lots on DP 498433;
2. registration of partial surrender of easement 7813419.6;
3. registration of partial surrender of land covenant 1024179.7;
4. registration of the within easements; and
5. registration of the land covenants.

Dated this **20** day of **JUNE** 20**16**

**Attestation**

|                                                                                                               |                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Signature of Consentor | Signed in my presence by the Consentor<br>                                                          |
|                                                                                                               | Signature of Witness<br>                                                                            |
|                                                                                                               | Witness to complete in BLOCK letters (unless legibly printed)<br>Witness name <b>MARK LETT</b><br>Occupation <b>ENVIRONMENTAL ENGINEER</b><br>Address <b>WHANGAREI DISTRICT COUNCIL</b> |
|                                                                                                               |                                                                                                                                                                                         |

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

# Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

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

Encumbrance

2015/6250  
APPROVED  
Registrar-General of Land

Page 1 of 1 pages

## Consentor

Surname must be underlined or in CAPITALS

## Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Whangarei District Council

Encumbrancee under Encumbrance 9437225.10

## Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [Section **238(2)** of the Land Transfer Act 1952]

Pursuant to [~~Section s224(b)(i) of the Resource Management Act 1991~~]

Pursuant to [Section \_\_\_\_\_ of the \_\_\_\_\_ Act]

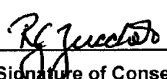
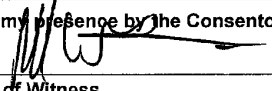
Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to:

1. creation of all new vested lots on DP 498433;
2. registration of partial surrender of easement 7813419.6;
3. registraion of partial surrender of land covenant 1024179.7;
4. registration of the land covenants; and
5. registration of the within easements.

Dated this 20 day of JUNE 2016

## Attestation

|                                                                                                               |                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Signature of Consentor | Signed in my presence by the Consentor<br><br>Signature of Witness<br>Witness to complete in BLOCK letters (unless legibly printed)<br>Witness name MARK LITT<br>Occupation ENVIRONMENTAL ENGINEER<br>Address WHANGAREI DISTRICT COUNCIL |
|                                                                                                               |                                                                                                                                                                                                                                                                                                                              |

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

**Annexure Schedule - Consent Form**  
Land Transfer Act 1952 section 238(2)

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

**Mortgage**

2015/6250  
**APPROVED**  
Registrar-General of Land

Page **1** of **1** pages

**Consentor**  
Surname must be underlined or in CAPITALS

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

**Errol Frank Keay, Elaine Ruth Keay and TW Trustees  
2011 Limited**

**Mortgagee under Mortgage No. 10350740.2**

**Consent**

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

Pursuant to [Section **238(2)** of the Land Transfer Act 1952]

~~Pursuant to [Section 224(b)(i) of the Resource Management Act 1991]~~

Pursuant to [Section \_\_\_\_\_ of the \_\_\_\_\_ Act]

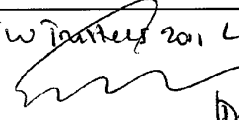
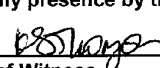
Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to:

1. **creation of all new vested lots on DP 498433;**
2. **registration of partial surrender of easement 7813419.6;**
3. **registration of partial surrender of land covenant 1024179.7;**
4. **registration of the within easements; and**
5. **registration of the land covenants.**

Dated this 19<sup>th</sup> day of August 2016

**Attestation**

|                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><i>TW Trustees 2011 Limited:</i><br/><br/>(Director)<br/><br/><i>E R Keay</i><br/><br/><i>E R Keay</i></p> | <p>Signed in my presence by the Consentor<br/><br/><br/>Signature of Witness<br/><br/>Witness to complete in BLOCK letters (unless legibly printed)<br/><br/>Witness name<br/><br/>Occupation <b>Kim Sandra Thomson</b><br/><b>Personal Assistant</b><br/><br/>Address <b>Whangarei</b></p> |
| <p>Signature of Consentor</p>                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                 |

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



# View Instrument Details

|                               |                                                              |
|-------------------------------|--------------------------------------------------------------|
| <b>Instrument No</b>          | 10578135.5                                                   |
| <b>Status</b>                 | Registered                                                   |
| <b>Date &amp; Time Lodged</b> | 28 September 2016 17:06                                      |
| <b>Lodged By</b>              | Thomson, Kim Sandra                                          |
| <b>Instrument Type</b>        | Consent Notice under s221(4)(a) Resource Management Act 1991 |



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|                                    |                      |
|------------------------------------|----------------------|
| <b>Affected Computer Registers</b> | <b>Land District</b> |
| 686563                             | North Auckland       |

---

**Annexure Schedule:** Contains 2 Pages.

---

## Signature

Signed by John Gordon Gilding as Territorial Authority Representative on 15/09/2016 10:17 AM

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

**IN THE MATTER** of the Resource Management Act  
1991 ("the Act")

**A N D**

**IN THE MATTER** of a subdivision consent as evidenced  
by Land Transfer Plan No. 498433

**A N D**

**IN THE MATTER** of a Consent Notice issued pursuant to  
Section 221 of the Act by  
**WHANGAREI DISTRICT COUNCIL**  
("the Council")

**IT IS HEREBY CERTIFIED** that the following conditions to be complied with on a continuing basis by the subdividing owner and subsequent owners was imposed by the Council as a condition of approval for the subdivision as effected by Land Transfer Plan No. 498433 ("the plan")

In relation to Lots 1 – 5 and 7 – 10:

1. At the time of building consent, other than on Lot 1, provide suitable evidence/design to illustrate that, stormwater attenuation will be provided for all impervious surfaces to ensure compliance with Chapter 4 and more specifically Section 4.11 of the Council's Environmental Engineering Standards 2010, to the satisfaction of the Senior Environmental Engineering Officer.
2. Any development undertaken shall comply with the restrictions and recommendations identified in the revised engineering report ref 14037 Rev. 1 compiled by Base Group Consulting Chartered Engineers dated 28 September 2015 and form EES PSI filling certification (specific foundations design, on-site wastewater management and storm water disposal recommendations), a copy of which is available from the Council under reference SD1500014 on P125190, unless an alternative engineering report prepared by a suitably experienced Chartered Professional Engineer is approved in writing by the Council.
3. The existing/new overland flow paths are to be maintained to cater for the 1% (plus 20% allowance for climate change) Annual Exceedance Probability rainfall event flows. No modification of the existing ground profile, plantings, fencing or structures of any kind will be permitted within the overland flow path unless a specific design has been done by a Chartered Professional Engineer which mitigates the effects of the obstruction and is approved in writing by the Council's Senior Environmental Engineering Officer.

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4. The owner shall be responsible to ensure that any further development of the site including building sites, earthworks, drainage works, effluent disposal fields and vehicle access formations will be undertaken in such a manner that will not result in the obstruction or diversion of any existing overland flow path unless specific design has been done by an Independently Qualified Person or Chartered Professional Engineer which mitigates potential adverse flooding effects on any neighbouring properties created by the obstruction or diversion and is approved in writing by the Senior Environmental Engineering Officer.

**Note:** Overland flow paths are to be assessed in accordance with Section 4.9 of Council's Environmental Engineering Standards 2010 Edition and are to be certified by an Independently Qualified Person /Chartered Profession Engineer.

In relation to Lots 4, 5, 7, 8 and 9:

5. The owners shall be aware that the common water tanks constructed as part of subdivision works within the common access Lot 6 are for the purposes of fire fighting water supply and must be maintained full with a minimum water volume of 25m<sup>3</sup> in accordance with the New Zealand Fire Service Firefighting Water Supplies code of Practise SNZ PAS 4509:2008.

In relation to Lots 1, 2, 3 & 10:

6. The owners shall be aware that the common water tanks constructed as part of subdivision works within the easement AA on Lot 1 DP 484446 are for the purposes of fire fighting water supply and must be maintained full with a minimum water volume of 10m<sup>3</sup> in accordance with the New Zealand Fire Service Fire fighting Water Supplies Code of Practise SNZ PAS 4509:2008.

DATED at Whangarei this 20<sup>th</sup> day of JUNE 2016

SIGNED for WHANGAREI DISTRICT COUNCIL  
pursuant to the authority of the Council given  
pursuant to the Local Government Act 2002 and the  
Resource Management Act 1991

  
\_\_\_\_\_  
Authorized Signatory  
Ricardo Giovanni Zucchetto  
Post Approval & Development Contributions Officer

# View Instrument Details



**Instrument No** 10578135.16  
**Status** Registered  
**Date & Time Lodged** 28 September 2016 17:06  
**Lodged By** Thomson, Kim Sandra  
**Instrument Type** Easement Instrument



---

| Affected Computer Registers | Land District  |
|-----------------------------|----------------|
| 738136                      | North Auckland |
| 738137                      | North Auckland |
| 738138                      | North Auckland |
| 738139                      | North Auckland |
| 738140                      | North Auckland |
| 738141                      | North Auckland |
| 738142                      | North Auckland |
| 738143                      | North Auckland |
| 738144                      | North Auckland |

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**Annexure Schedule:** Contains 11 Pages.

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## 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 10350740.2 has consented to this transaction and I hold that consent ☒
- I certify that the Encumbrancee under Encumbrance 9437225.9 has consented to this transaction and I hold that consent ☒
- I certify that the Encumbrancee under Encumbrance 9437225.10 has consented to this transaction and I hold that consent ☒

## Signature

Signed by John Gordon Gilding as Grantor Representative on 28/09/2016 04:57 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 John Gordon Gilding as Grantee Representative on 28/09/2016 04:58 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)

2015/6246  
APPROVED  
Registrar-General of Land

Page **1** of **8** pages

**Grantor**

**Maunu Properties Limited**

**Grantee**

**Maunu Properties 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                            |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Land Covenant-Buildable Areas                                      | M on DP 498433<br>O on DP 498433<br>P on DP 498433<br>Q on DP 498433<br>R on DP 498433<br>W on DP 498433<br>X on DP 498433<br>Y on DP 498433<br>ZZ on DP 498433 | 738140<br>738139<br>738141<br>738142<br>738143<br>738137<br>738144<br>738138<br>138136 | 738136, 738137, 738138<br>738139, 738140, 738141,<br>738142, 738143 & 738144 |
| Land Covenant - Shelter Belt                                       | S on DP 498433<br>T on DP 498433                                                                                                                                | 738143<br>738142                                                                       | 738136, 738137, 738138<br>738139, 738140, 738141,<br>738142, 738143 & 738144 |
| Land Covenant                                                      |                                                                                                                                                                 | 738137, 738138<br>738139, 738140,<br>738141, 738142,<br>738143 & 738144                | 738136, 738137, 738138<br>738139, 738140, 738141,<br>738142, 738143 & 738144 |

**~~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 \_\_\_\_\_]~~

**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 A \_\_\_\_\_]~~

## Annexure Schedule

Page 3 of 8 Pages

2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

**SCHEDULE A****Covenant Provisions****BACKGROUND**

A The Grantor intends that the Servient Tenement be subject to a no building area covenant applicable to and for the benefit of the Dominant Tenement.

B The Grantor intends this Instrument shall be and remain registered against the identifier to the Servient Tenement to give effect to the Scheme so that:

- (i) Owners or occupiers for the time being of the Servient Tenement shall be bound by the provisions of this Instrument; and
- (ii) Owners or occupiers for the time being of the Dominant Tenement can enforce the observance of the provisions of this Instrument by the owners or occupiers for the time being of the Servient Tenement.

**1. DEFINITIONS AND INTERPRETATION****Definitions**

1.1 In this Instrument, unless the context requires otherwise:

"**Covenants**" means any or all of the covenants contained in this Instrument;

"**Deposited Plan**" means the plan so described in Annexure Schedule A of the Instrument;

"**Dominant Tenement**" means in relation to each Covenant, the relevant parcel of land so described in Annexure Schedule A of this Instrument;

"**Erect**" means place, build, erect, install, attach, situate or construct or permit to be placed, built, erected, installed, attached, situated or constructed;

"**Grantee**" means, in relation to each Covenant, the registered proprietor of the relevant Dominant Tenement from time to time and includes, where applicable:

- (a) The person executing this Instrument as Grantee;
- (b) All the Grantees for the time being under this Instrument; and
- (c) All respective executors, administrators, successors, assigns and successors in title of each Grantee, and if more than one 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.

## Annexure Schedule

Page 4 of 8 Pages

2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

Land Covenant

*Continue in additional Annexure Schedule, if required*

**"Grantor"** means, in relation to each Covenant, the registered proprietor of the relevant Servient Tenement from time to time and includes, where applicable:

- (a) The person executing this Instrument as Grantor; and
- (b) All the Grantors for the time being under this Instrument; and
- (c) All respective executors, administrators, successors, assigns and successors in title of each Grantor, and if more than one jointly and severally;

**"Instrument"** means this Instrument and includes all the annexure schedules incorporated within this Instrument;

**"Lot"** means the relevant Servient Tenement;

**"Servient Tenement"** means in relation to each Covenant, the relevant parcel of land so described in Annexure Schedule A of this Instrument;

**"Working Day"** means any day of the week other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; and
- (b) A day in the period commencing on the 24th of December in any year and ending on the 5th of January the following year, both days inclusive; and
- (c) The day observed as the anniversary of any province in which the Lot is situated.

**INTERPRETATION**

1.2 In this Instrument, unless the context indicates otherwise:

- (a) All monetary amounts are stated and are payable in New Zealand dollars;
- (b) Singular words include the plural and vice versa and words importing one gender include the other gender;
- (c) References to any "party" mean a party to this Instrument and include the successors, executors, administrators and permitted assigns (as the case may be) of that party;
- (d) References to clauses are to clauses in this Instrument (unless stated otherwise);
- (e) References to a "person" include an individual, firm, company, corporation or unincorporated body of persons, any public or local authority, any government, and any agency of any government or of any such authority;
- (f) Headings appear as a matter of convenience and do not affect the construction of this Instrument;

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

Page 5 of 8 Pages

2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- (g) A reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for them;
- (h) Any obligation on the Grantor not to do anything shall be deemed also to be an obligation not to suffer, permit and or cause that thing to be done;
- (i) In obligation by two or more persons binds those persons jointly and severally.

**2. OBLIGATIONS**

2.1 The Grantor covenants and agrees:

- (a) To observe and perform all the Covenants at all times; and
- (b) The Covenants shall run and bind the Servient Tenement for the benefit of the Dominant Tenement to the intent that each of the Covenants will be forever appurtenant to the Dominant Tenement.

2.2 The Grantor covenants and agrees:

- (a) To pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this instrument;
- (b) To indemnify the Grantee against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in this Instrument.

**3. IN RELATION TO ALL LOTS EXCLUDING LOT 6****Buildable Areas**

3.1 All buildings are to be contained within these areas.

**4. IN RELATION TO LOTS 8 & 9****Shelter Belt**

4.1 The registered Proprietors and its successor in title undertake at all times to protect and maintain the existing shelter belts on the land and will ensure that there is at all times at least a 4 metre separation between the shelter belt and the overhead power lines.

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

Page 6 of 8 Pages

2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

**5. IN RELATION TO ALL LOTS EXCLUDING LOT 1 & LOT 6****Minimum Building Standards**

- 5.1 All buildings and associated improvements are to be of a quality and standard expected of a modern well-designed subdivision. Any accessory buildings must be of a similar design and be constructed in the same materials and colours as the dwelling house.
- 5.2 Without limiting the above, all buildings shall:-
- (i) be constructed on site of permanent new materials of good quality;
  - (ii) have a floor area of not less than 180m<sup>2</sup> (excluding garages, verandahs, porches and other accessory buildings);
  - (iii) not incorporate any unpainted roofing iron as part of the roof;
  - (iv) not incorporate exterior cladding comprised of flat sheet fibre cement panels, iron or plywood sheeting;
  - (v) be single story only;
- 5.3 An owner shall not use corrugated iron, aluminium or other metal in the construction of fences on or on the boundaries of the property.
- 5.4 Once commenced, all building work shall be carried out continuously until completion and issue of a Code Compliance Certificate from the Whangarei District Council. All building work must be completed within twelve months of the commencement date of building.
- 5.5 Animal shelters or accommodation may not be placed closer than 5 metres from any property boundary.

**Use of Land**

- 5.6 No dwelling may be occupied until fully completed.
- 5.7 No camping is permitted on the property prior to the erection of a dwelling, and no non-permitted accommodation to be occupied on a permanent basis.
- 5.8 No lot shall be used for any commercial use which would interfere with the residential nature of the neighbourhood. This includes the breeding and operating of "kennels" for dogs or aviaries.
- 5.9 **Pets**
- 5.9.1 No more than two pets may be kept on the property at any one time and all pets must be neutered.
  - 5.9.2 When not on an owner's own lot, all pets must be restrained.
  - 5.9.3 No pets are allowed in the adjacent covenanted bush area.
  - 5.9.4 No dogs of a savage nature, such as Pit Bull Terriers and Pit Bull crossbreeds or the like may be kept on the property.
- 5.10 No cattle, goats, horses, pigs, roosters or beehives may be kept on the property.
- 5.11 No advertising signs or hoardings shall be placed on the land except for conventional signs advertising the property is for sale.

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

Page 7 of 8 Pages

2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

5.12 No building or repair work on vehicles or boats may be carried out unless the boat or vehicle is under cover and inside a permanent building. An owner may not bring in or allow to remain on the property any vehicle body, equipment or machinery which is unsightly or which is or is likely to become a nuisance to other residents in the subdivision.

5.13 No owner may park or operate heavy vehicles, equipment or machinery on any lot or road berms unless required as part of a building consent or other permitted activity.

**Maintenance of the Property**

5.14 All owners must all times keep the land tidy and free of rubbish and the grass mown and must keep the road berms, drains, crossings and plantings in a tidy condition.

5.15 No hedge may exceed 1.8 metres in height.

5.16 These covenants shall cease to have any effect and shall be cancelled as from 1 January 2037.

**6. DISPUTE RESOLUTION**

6.1 If there should be any breach or non-observance of any of the foregoing covenants the registered proprietors for the time being of the relevant lot shall take all steps necessary remedy the breach or non-observance of the covenants if it is capable of a remedy.

6.2 If any dispute or difference shall arise between any of the owners of the lots as to the meaning or application of any of the foregoing covenants then the respective parties shall meet to endeavour to reach an agreement to resolve the issue. If they are unable to resolve the issue then:

- (a) They shall within 14 days of the original meeting appoint a mediator to mediate the issue;
- (b) If the parties are unable to agree upon a person to be appointed as a mediator, then the president of (the Auckland District Law Society or his or her nominee shall be asked to appoint a mediator;
- (c) The mediation shall be held within one month from the date of the meeting; and
- (d) Each party shall attend and participate in the mediation in good faith to negotiate towards achieving a settlement of the issue.

6.3 If at the mediation the issue is not resolved the issue shall then be determined by arbitration under the Arbitration Act 1996. The arbitration shall be conducted by one arbitrator, if the parties can agree on one, or failing agreement, by an arbitrator to be appointed by the President of the Auckland District Law Society or his or her nominee.

**7. BREACH OF COVENANTS**

7.1 The Grantor and Grantee covenant and agree that if the Grantor breaches or fails to observe part of or any of the Covenants, then without prejudice to any other liability which the Grantor may have to 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.

## Annexure Schedule

Page 8 of 8 Pages

2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

Land Covenant

*Continue in additional Annexure Schedule, if required*

Grantee or any person or persons having the benefit of the Covenants, the Grantor, upon written demand being made by the Grantee or any person or persons having the benefit of the Covenants will:

- (a) Remove or cause to be removed from the Lot any building or appurtenances, structures or improvements in breach or non-observance of the Covenants;
- (b) Cease any activity which is in breach or non observance of the Covenants and otherwise rectify the breach or non-observance;
- (c) Pay the person making such demand as liquidated damages the sum of \$250.00 (two hundred and fifty dollars) (adjusted annually by movements in the Consumer Price Index (All Groups) published by Statistics New Zealand ("the Index") from 1 January 2015) per day for every day that such breach or non-observance continues after the date upon which written demand has been made,

provided however that the Grantor will only be liable for breaches of the Covenants which occur while the Grantor is the registered proprietor of the Lot in respect of which a breach or non-observance occurs.

- 7.2 If Statistics New Zealand ceases to calculate or publish the Index, or if it materially changes the basis of assessment for the Index, an alternative index that in the opinion of an expert most clearly reflects changes in the cost of living must be substituted for the Index. Such expert is to be appointed by the President for the time being of the New Zealand Law Society.

## 8. GENERAL

### Waiver

- 8.1 No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.

### Partial Invalidity

- 8.2 If any provision of this Instrument or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Instrument and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.

### Notices

- 8.3 Any notice required to be served on any party under this Instrument shall be served in the manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served.

### Governing Law

- 8.4 This Instrument shall be governed by New Zealand law, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

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 - Consent Form**  
Land Transfer Act 1952 section 238(2)

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

**Encumbrance**

2015/6250  
APPROVED  
Registrar-General of Land

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**Whangarei District Council**

**Encumbrancee under Encumbrance 9437225.9**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [Section **238(2)** of the Land Transfer Act 1952]

~~Pursuant to [Section s224(b)(i) of the Resource Management Act 1991]~~

Pursuant to [Section \_\_\_\_\_ of the \_\_\_\_\_ Act]

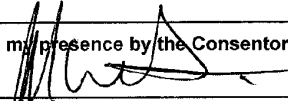
Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to:

1. creation of all new vested lots on DP 498433;
2. registration of parital surrender of easement 7813419.6;
3. registration of partial surrender of land covenant 1024179.7;
4. registration of the within easements; and
5. registration of the land covenants.

Dated this **20** day of **JUNE** 2016

**Attestation**

|                                                                                                               |                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <br>Signature of Consentor | Signed in my presence by the Consentor<br> |
|                                                                                                               | Signature of Witness                                                                                                           |
|                                                                                                               | Witness to complete in BLOCK letters (unless legibly printed)                                                                  |
|                                                                                                               | Witness name <b>MARK LETT</b><br>Occupation <b>ENVIRONMENTAL ENGINEER</b><br>Address <b>WHANGAREI DISTRICT COUNCIL</b>         |

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

**Annexure Schedule - Consent Form***Land Transfer Act 1952 section 238(2)*Insert type of instrument  
"Caveat", "Mortgage" etc**Encumbrance**2015/6250  
APPROVED  
Registrar-General of LandPage **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**Whangarei District Council****Encumbrancee under Encumbrance 9437225.10****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [Section **238(2)** of the Land Transfer Act 1952]Pursuant to [~~Section s224(b)(i) of the Resource Management Act 1991~~]

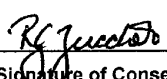
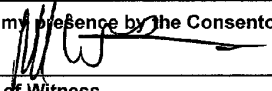
Pursuant to [Section \_\_\_\_\_ of the \_\_\_\_\_ Act]

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

The Consentor hereby consents to:

1. **creation of all new vested lots on DP 498433;**
2. **registration of partial surrender of easement 7813419.6;**
3. **registration of partial surrender of land covenant 1024179.7;**
4. **registration of the land covenants; and**
5. **registration of the within easements.**

Dated this **20** day of **JUNE** 2016**Attestation**

|                                                                                                               |                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Signature of Consentor | Signed in my presence by the Consentor<br><br>Signature of Witness<br>Witness to complete in BLOCK letters (unless legibly printed)<br>Witness name <b>MARK LEE</b><br>Occupation <b>ENVIRONMENTAL ENGINEER</b><br>Address <b>WHANGAREI DISTRICT COUNCIL</b> |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

**Annexure Schedule - Consent Form**  
Land Transfer Act 1952 section 238(2)

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

**Mortgage**

**2015/6250**  
**APPROVED**  
Registrar-General of Land

Page **1** of **1** pages

**Consentor**  
Surname must be underlined or in CAPITALS

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

**Errol Frank Keay, Elaine Ruth Keay and TW Trustees  
2011 Limited**

**Mortgagee under Mortgage No. 10350740.2**

**Consent**

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

Pursuant to [Section **238(2)** of the Land Transfer Act 1952]

~~Pursuant to [Section s224(b)(i) of the Resource Management Act 1991]~~

Pursuant to [Section \_\_\_\_\_ of the \_\_\_\_\_ Act]

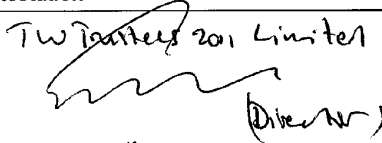
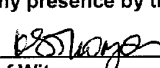
Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to:

1. **creation of all new vested lots on DP 498433;**
2. **registration of partial surrender of easement 7813419.6;**
3. **registration of partial surrender of land covenant 1024179.7;**
4. **registration of the within easements; and**
5. **registration of the land covenants.**

Dated this 19<sup>th</sup> day of August 2016

**Attestation**

|                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>TW Trustees 2011 Limited:<br/><br/>(Director)<br/><br/>E F Keay<br/>E R Keay</p> | <p>Signed in my presence by the Consentor<br/><br/>Signature of Witness<br/><br/>Witness to complete in BLOCK letters (unless legibly printed)<br/><br/>Witness name<br/>Occupation <b>Kim Sandra Thomson</b><br/>Personal Assistant<br/>Address <b>Whangarei</b></p> |
| <p>Signature of Consentor</p>                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                           |

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

## STATEMENT OF PASSING OVER

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