



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **SA149/243** **Part-Cancelled**

**Land Registration District** **South Auckland**

**Date Issued** 28 April 1908

**Prior References**

SA72/97

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**Estate** Fee Simple  
**Area** 68.9628 hectares more or less  
**Legal Description** Lot 9 Deposited Plan 1278 and Part Lot 10  
Deposited Plan 1278

**Registered Owners**

Gleeson Quarries Huntly Limited

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**Interests**

265288 Transfer of the land on DP 25272 excepting all coal, fireclay and other minerals and reserving rights of entry and mining rights - CFR SA656/223 issued - 18.9.1934 at 2.45 pm

450315 Transfer of the residue excepting all coal and other minerals and reserving rights of entry and mining rights - CFR SA922/109 issued - 7.3.1949 at 2.10 pm

9109950.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 29.6.2012 at 1:31 pm (Affects Lot 9 DP 1278)

Land Covenant in Easement Instrument 9249649.1 - 3.12.2012 at 10:02 am

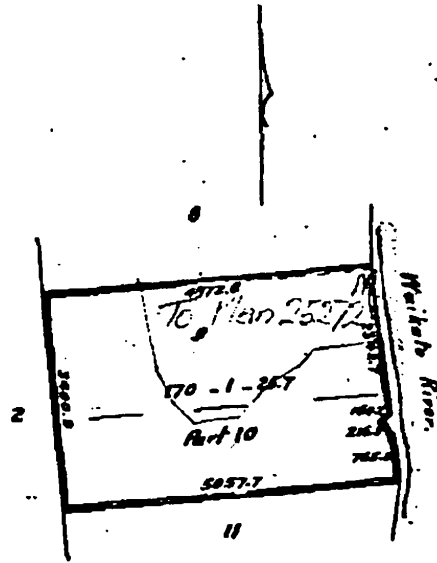
11298139.5 Mortgage to Bank of New Zealand - 3.12.2018 at 2:29 pm

Title Diagram SA149/243

Copy - 01/01, Page - 001, 06/06/08, 13:21

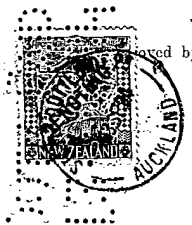


DocID: 511868865



Scale - 20 Chains to 1 inch.  
E. R. P.

METRIC AREA IS 68.9628HA.



Approved by the District Land Registrar, Auckland, No. 337, 13/10/31

Asst. Commissioner of Stamps

New Zealand

# Memorandum of Transfer

3/10/31

## 265288 TE

WHEREAS I, CONSTANCE JESSICA PHILLIPS wife of Wendell Alfred Phillips of Auckland Company manager, am being registered as proprietor of freehold in fee simple subject however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon, in the piece of land situated in the Parish of Pepepe containing FIFTY SEVEN ACRES AND ELEVEN PERCHES more or less being portion of Lots 9 and 10 in Deposited Plan 1278 and being the whole of the land comprised in a plan deposited in the Land Registry Office at Auckland under No. 25272 and being portion of Allotments 9 and 9A of the Parish of Pepepe and being part of the land comprised in Certificate of Title Volume 149 folio 243 Auckland Register



AND WHEREAS by an Agreement for Sale and Purchase dated the 16th day of April 1931 I agreed to sell the said land to Lily Turner wife of John Joseph Turner of Huntly Miner for the sum of £114.

AND WHEREAS the said sum of £114 has been fully paid

NOW THEREFORE IN CONSIDERATION of the sum of One hundred and fourteen pounds (£114) paid to me by LILY TURNER wife of John Joseph Turner of Huntly Miner (the receipt whereof is hereby acknowledged) I DO HEREBY TRANSFER unto the said Lily Turner all my estate and interest in the said piece of land above-described BUT EXCEPTING THEREOUT all the coal fireclay and all other minerals and metals whatsoever in or under the said land AND RESERVING unto the said Constance Jessica Phillips her executors administrators and assigns full and free right of entry over and upon the said land for the purpose of searching for working getting or carrying away the said coal and other minerals and metals SUBJECT HOWEVER to the right of the said Lily Turner to full compensation for all damage done to the surface of the said land and for all other interference with interruption of and hindrance to her enjoyment of the said piece of land.

~~IN CONSIDERATION of the sum of £114 paid to me by Lily Turner wife of John Joseph Turner of Huntly Miner (the receipt of which is hereby acknowledged)~~

23

*[Handwritten initials]*

~~DO HEREBY TRANSFER to the said Lily Turner~~  
~~all my estate or interest in the said piece of land~~

AND the said Lily Turner doth hereby covenant with the said Constance  
Jessica Phillips that she will not call upon her to erect or contribute  
towards the cost of the erection or maintenance of any boundary or dividing  
fence between the land hereby transferred and any adjoining land the property  
of the said Constance Jessica Phillips but this covenant shall not enure to  
the benefit of any purchaser of such adjoining land.

IN WITNESS WHEREOF I have hereunto subscribed my name  
this 10<sup>th</sup> day of September One Thousand Nine Hundred  
and thirty-four

Signed by the said Constance Jessica  
Phillips as  
Transferor in the presence of

*Constance Jessica Phillips*

*W. Adams*  
*Solicitor*  
*Hamilton*

SIGNED by the said Lily Turner in the  
presence of:-

*Lily Turner*

*Scaddwell*  
*Solicitor*  
*Amulley*

No. 265288

50

Correct for the purposes of the Land Transfer Act.

TRANSFER of Pt. Allots. 9 & 9A  
D.P. 25272 Pepepe Parish

*K. S. Caldwell*

Solicitor, for Purchaser.  
Huntly.

.....Mrs. C. J. Phillips..... Transferor

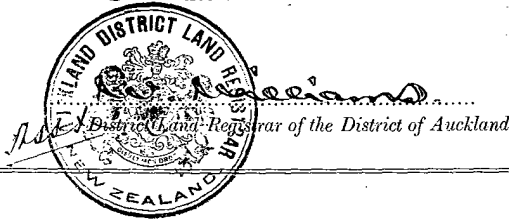
.....Mrs. I. Turner..... Transferee

Particulars entered in the Register Book, Vol. 149

Folio 243

the 18th day of September, 1934.

at 2.45 o'clock.



R. A. Ramsay  
10921

**SOUTH**

656/243

*Fencing*

*Pt 149/243  
Area = 57-0-11 being all the land  
on Plan 25272 & being Pt of  
Allots 9 & 9A Pepepe P.D.*

*21-9-34*

*Plan 25272  
21-9-34*

*18/9/34*

*R. A. Ramsay*

*30/-*

*2 45'*

K. S. CALDWELL,  
Solicitor,  
HUNTLY.

REGISTERED





Approved by the District Land Registrar, Auckland.—No. 557]

450315 TE  
Memorandum of Transfer

[New Zealand



190-1-25-7  
107-0-11-7  
113-1-11-7

WHEREAS, CONSTANCE JESSICA PHILLIPS of the City of Hamilton, wife of  
Wendell Alfred Phillips, Company Manager, (hereinafter called "the  
Vendor") is, being registered as proprietor  
of an estate in fee simple

subject however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon, in that piece of land situated in the Provincial District of Auckland containing ONE HUNDRED AND THIRTEEN ACRES ONE ROD, FOURTEEN AND SEVEN TENTHS PERCHES (113a.1r.14.7p.) more or less being part of Lots 9 and 10 on a plan deposited in the Land Registry Office at Auckland under No 1278 and being part of Allotments 9 and 9A Parish of Pepepe and being the residue of the land comprised in Certificate of Title Volume 149 folio 243 Auckland Registry.

AND WHEREAS by Memorandum of Agreement bearing date the 4th day of June 1936 the Vendor agreed to sell the land above-described Excepting thereout all coal and other minerals whatsoever thereunder and certain rights of working the same to RICHARD BALDWIN of Huntly, Miner and his wife CATHERINE ALICE BALDWIN at the price of TWO HUNDRED POUNDS (£200) upon and subject to the terms in the said Agreement set forth but no transfer of the said land to the said Richard Baldwin and Catherine Alice Baldwin in pursuance of the said Agreement has ever been executed AND WHEREAS by Agreements for Sale and Purchase bearing dates respectively the 23rd day of September 1942 and the 23rd day of July 1943 the said Richard Baldwin and Catherine Alice Baldwin agreed to sell and CHARLES ERIC EASTMAN of Huntly, Farmer (hereinafter called "the Purchaser") agreed to purchase the said land above-described at the combined price of SIX HUNDRED AND NINETY FIVE POUNDS (£695) upon and subject to the terms in the last mentioned Memoranda of Agreements set forth AND WHEREAS the said Richard Baldwin and Catherine Alice Baldwin have requested the Vendor to transfer the said land direct to the Purchaser -

NOW THIS TRANSFER WITNESSETH that in pursuance of the said recited agreements in consideration of the premises and in consideration of the sum of TWO HUNDRED POUNDS (£200) paid to the Vendor by the said Richard Baldwin and Catherine Alice Baldwin and the further total sum of SIX HUNDRED AND NINETY FIVE POUNDS (£695) in CONSIDERATION of the sum of paid to the said Richard Baldwin and Catherine Alice Baldwin (the receipt of which respective sums is hereby acknowledged) the Vendor at the request and by the direction of the said Richard Baldwin and Catherine Alice Baldwin (testified by their being a party to and executing these presents)

DO TH HEREBY TRANSFER to the said CHARLES ERIC EASTMAN ✓

all her estate or interest in the said piece of land Excepting thereout all ~~coal and~~

minerals whatsoever under the said land and reserving to herself her executors administrators and assigns the full and exclusive right license liberty and authority to dig win and carry away from beneath the surface of the said land all such coal and other minerals the Vendor to use all reasonable and usual care and means to avoid doing any damage or spoil to the surface of the said land and rendering to the Purchaser reasonable and fair compensation for any such spoil or damage as cannot be avoided as aforesaid the amount of such compensation failing agreement to be settled by the arbitration of two arbitrators one appointed by the Vendor and one by the Purchaser or by their umpire in manner provided by the Arbitration Act 1908 and its amendments for which purpose these presents shall be deemed a sufficient submission.

AND the said RICHARD BALDWIN and CATHERINE ALICE BALDWIN do hereby confirm the foregoing Transfer unto the said CHARLES ERIC EASTMAN.

IN WITNESS WHEREOF these presents have been executed

this 24<sup>th</sup> day of February One Thousand

Nine Hundred and forty nine.

SIGNED by the said CONSTANCE JESSICA } Constance Jessica Phillips

PHILLIPS in the presence of:-  
Edw. Odell  
Phillips

SIGNED by the said RICHARD BALDWIN } R. Baldwin

in the presence of:-  
Wm. Souerou  
Huntley

Signed by the said CATHERINE ALICE :::: } Catherine Alice Baldwin  
BALDWIN : : : : : : : : : : }  
: : : Transfer in the presence of

Wm. Souerou  
Huntley

SIGNED by the said CHARLES ERIC ::::: } C. E. Eastman  
EASTMAN in the presence of:-

Wm. Souerou  
Huntley

750315

Correct for the purposes of the Land Transfer Act.

TRANSFER of Pt Lots  
9 and 10 D.P. 1278 and Pt  
Allots 9 and 9A Pēpepe Parish.

*Mas*

Solicitor for Transferee  
Huntly

CONSTANCE JESSICA PHILLIPS Transferor

ERIC EASTMAN Transferee

Instrument entered in the Register Book, Vol. 149

No. 243

the 7th day of March, 1949

at 2.10 o'clock



Res 149/243  
Area = 113-1-14.7 being pts of  
lots 9, 10 on D.P. 1278  
pts of Allots 9, 9A Pēpepe

922 / 109

L

Excepting road etc.

30 / -  
Edge of B.

7-3-49

2.10

K. S. CALDWELL,

Solicitor

HUNTLY.





# View Instrument Details



**Instrument No** 9109950.1  
**Status** Registered  
**Date & Time Lodged** 29 June 2012 13:31  
**Lodged By** Carey, Richard Anthony  
**Instrument Type** Climate Change Response Act 2002 - Notice of status under s195(2)



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## Affected Computer Registers    Land District

546577	Otago
546578	Otago
OT18A/824	Otago
OT18A/867	Otago
OT18B/518	Otago
OT18C/1015	Otago
OT1C/802	Otago
OT1C/915	Otago
OT205/234	Otago
OT209/152	Otago
OT209/51	Otago
OT216/27	Otago
OT241/39	Otago
OT252/173	Otago
OT252/35	Otago
OT263/252	Otago
OT263/253	Otago
OT266/111	Otago
OT270/178	Otago
OT270/88	Otago
OT274/55	Otago
OT276/31	Otago
OT301/140	Otago
OT302/79	Otago
OT311/68	Otago
OT342/119	Otago
OT352/127	Otago
OT366/222	Otago
OT396/80	Otago
OT3B/1337	Otago
OT3C/1484	Otago
OT4C/1455	Otago
OT4D/747	Otago
OT4D/749	Otago
OT4D/785	Otago
OT5A/1092	Otago
OT5B/1169	Otago
OT5B/1170	Otago
OT5D/258	Otago
OT6A/500	Otago
OT79/51	Otago

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<b>Affected Computer Registers</b>	<b>Land District</b>
OT79/52	Otago
OT7C/666	Otago
OT7C/935	Otago
OT7D/85	Otago
OT8/6	Otago
OT89/28	Otago
OT8B/374	Otago
OT8C/1192	Otago
OT94/165	Otago
OT96/216	Otago
OT9C/550	Otago
OT9C/715	Otago
OT9C/985	Otago
OTA1/400	Otago
OTA2/659	Otago
OTA2/669	Otago
SA10D/1465	South Auckland
SA1103/268	South Auckland
SA1115/137	South Auckland
SA1263/15	South Auckland
SA12B/1107	South Auckland
SA12B/1111	South Auckland
SA12B/1112	South Auckland
SA13A/754	South Auckland
SA13B/1475	South Auckland
SA1474/18	South Auckland
SA149/243	South Auckland
SA16A/1276	South Auckland
SA16B/1069	South Auckland
SA1709/55	South Auckland
SA1743/61	South Auckland
SA1754/7	South Auckland
SA17C/1401	South Auckland
SA18B/1383	South Auckland
SA19C/651	South Auckland
SA1A/206	South Auckland
SA209/283	South Auckland
SA223/99	South Auckland
SA243/68	South Auckland
SA24C/965	South Auckland
SA25A/1013	South Auckland
SA25B/1180	South Auckland
SA25D/1274	South Auckland
SA25D/609	South Auckland
SA264/135	South Auckland

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<b>Affected Computer Registers</b>	<b>Land District</b>
SA26D/345	South Auckland
SA26D/347	South Auckland
SA28B/901	South Auckland
SA31B/460	South Auckland
SA31D/119	South Auckland
SA32A/434	South Auckland
SA32D/499	South Auckland
SA34C/235	South Auckland
SA34C/236	South Auckland
SA34C/237	South Auckland
SA34D/224	South Auckland
SA35C/145	South Auckland
SA36C/700	South Auckland
SA3B/1235	South Auckland
SA40B/869	South Auckland
SA41D/974	South Auckland
SA43B/529	South Auckland
SA44A/655	South Auckland
SA44A/657	South Auckland
SA44A/780	South Auckland

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**Annexure Schedule:** Contains 5 Pages.

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#### **Signature**

Signed by Dong-On Lee as Crown Representative on 28/06/2012 04:48 PM

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

**Ministry for Primary Industries**  
Manatū Ahu Matua



**Notice of status of forest land**

*Section 195, Climate Change Response Act 2002*

To the Registrar-General of Land

The following land/Part of the following land is pre-1990 forest land under the Climate Change Response Act 2002

**Description of land**

<b>Legal Description</b>	<b>District Council</b>	<b>Title</b>
Sec 11 Blk XXI Clutha SD	OTAGO REGION	OT18A/824
Sec 12 Blk XXI Clutha SD	OTAGO REGION	OT18A/824
Sec 7 Blk XXI Clutha SD	OTAGO REGION	OT18A/824
Sec 8 Blk XXI Clutha SD	OTAGO REGION	OT18A/824
Sec 9 Blk XXI Clutha SD	OTAGO REGION	OT18A/824
Lot 2 DP 19772	OTAGO REGION	OT18A/867
Sec 132 Blk III Papakaio SD	OTAGO REGION	OT18A/867
Pt Sec 18 Blk I Beaumont SD	OTAGO REGION	OT18B/518
Pt Sec 19 Blk I Beaumont SD	OTAGO REGION	OT18B/518
Pt Sec 36 Blk I Beaumont SD	OTAGO REGION	OT18B/518
Sec 2 SO 24897	OTAGO REGION	OT18C/1015
Sec 6 Blk VIII Coast SD	OTAGO REGION	OT1C/802
Pt Sec 15 Blk VI Hillend SD	OTAGO REGION	OT1C/915
Pt Sec 16 Blk VI Hillend SD	OTAGO REGION	OT1C/915
Pt Sec 45 Blk VI Hillend SD	OTAGO REGION	OT1C/915
Pt Sec 46 Blk VI Hillend SD	OTAGO REGION	OT1C/915
Pt Sec 30 Blk X Glenkenich SD	OTAGO REGION	OT205/234
Allot 2 DP 3379	OTAGO REGION	OT209/152
Sec 22 Blk IV Greenvale SD	OTAGO REGION	OT209/51
Pt Lot 56 DP 1963	OTAGO REGION	OT216/27
Sec 46 Blk IX Otepopo SD	OTAGO REGION	OT241/39
Lot 1 DP 440189	OTAGO REGION	546577
Lot 2 DP 440189	OTAGO REGION	546578

Pt Sec 7 Blk VIII Kaitangata SD	OTAGO REGION	OT252/173
Sec 4 Blk VIII Kaitangata SD	OTAGO REGION	OT252/173
Sec 5 Blk VIII Kaitangata SD	OTAGO REGION	OT252/173
Pt Sec 4 Blk I North Tuakitoto SD	OTAGO REGION	OT252/35
Pt Sec 4 Blk IX North Tuakitoto SD	OTAGO REGION	OT252/35
Sec 3 Blk IX North Tuakitoto SD	OTAGO REGION	OT252/35
Sec 54 Blk II Waikouaiti SD	OTAGO REGION	OT263/252
Sec 56 Blk II Waikouaiti SD	OTAGO REGION	OT263/252
Sec 65 Blk II Waikouaiti SD	OTAGO REGION	OT263/252
Sec 66 Blk II Waikouaiti SD	OTAGO REGION	OT263/252
Sec 67 Blk II Waikouaiti SD	OTAGO REGION	OT263/252
Sec 68 Blk II Waikouaiti SD	OTAGO REGION	OT263/252
Sec 32 Blk II Waikouaiti SD	OTAGO REGION	OT263/253
Sec 26 Blk II Waikouaiti SD	OTAGO REGION	OT266/111
Sec 27 Blk II Waikouaiti SD	OTAGO REGION	OT266/111
Pt Sec 1 Blk II North Tuakitoto SD	OTAGO REGION	OT270/178
Allot 21 DP 1070	OTAGO REGION	OT270/88
Sec 1 Blk VIII Tuapeka West SD	OTAGO REGION	OT274/55
Sec 147 Blk I Teviot SD	OTAGO REGION	OT276/31
Sec 32 Blk VII Hillend SD	OTAGO REGION	OT301/140
Lot 1 DP 5250	OTAGO REGION	OT302/79
Lot 7 DP 748	OTAGO REGION	OT311/68
Lot 8 DP 748	OTAGO REGION	OT311/68
Sec 53 Blk V Tuapeka East SD	OTAGO REGION	OT342/119
Sec 33 Blk X Glenomaru SD	OTAGO REGION	OT352/127
Lot 2 DP 7697	OTAGO REGION	OT366/222
Lot 20 DP 1070	OTAGO REGION	OT396/80
Sec 46 Blk X Glenomaru SD	OTAGO REGION	OT3B/1337
Pt Sec 125 Blk III Papakaio SD	OTAGO REGION	OT3C/1484
Sec 3 Blk VIII Tuapeka West SD	OTAGO REGION	OT4C/1455
Sec 2 Blk VIII Tuapeka West SD	OTAGO REGION	OT4C/1455
Sec 57 Blk III Waihemo SD	OTAGO REGION	OT4D/747
Sec 58 Blk III Waihemo SD	OTAGO REGION	OT4D/747
Sec 59 Blk III Waihemo SD	OTAGO REGION	OT4D/749
Pt Sec 7 Blk IX North Tuakitoto SD	OTAGO REGION	OT4D/785
Sec 2 Blk II North Tuakitoto SD	OTAGO REGION	OT5A/1092
Lot 2 DP 12904	OTAGO REGION	OT5B/1169
Sec 2 Blk LXXIII Clutha SD	OTAGO REGION	OT5B/1170
Sec 4 Blk LXXIII Clutha SD	OTAGO REGION	OT5B/1170
Sec 6 Blk LXXIII Clutha SD	OTAGO REGION	OT5B/1170
Pt Sec 23 Blk II Waikouaiti SD	OTAGO REGION	OT5D/258
Pt Sec 24 Blk II Waikouaiti SD	OTAGO REGION	OT5D/258
Lot 1 DP 15291	OTAGO REGION	OT6A/500
Sec 6 Blk VIII Kaitangata SD	OTAGO REGION	OT79/51

Pt Sec 9 Blk VIII Kaitangata SD	OTAGO REGION	OT79/52
Lot 2 DP 16486	OTAGO REGION	OT7C/666
Pt Lot 7 Otakau Maori Reserve	OTAGO REGION	OT7C/666
Lot 8 Otakau Maori Reserve	OTAGO REGION	OT7C/666
Sec 6 Blk XIII Tuapeka West SD	OTAGO REGION	OT7C/935
Pt Sec 5 Blk VIII Coast SD	OTAGO REGION	OT7D/85
Pt Sec 3 Blk I North Tuakitoto SD	OTAGO REGION	OT8/6
Sec 23 Blk IV Greenvale SD	OTAGO REGION	OT89/28
Sec 5 Blk V Kaitangata SD	OTAGO REGION	OT8B/374
Sec 6 Blk V Kaitangata SD	OTAGO REGION	OT8B/374
Pt Sec 29 Blk II Waikouaiti SD	OTAGO REGION	OT8C/1192
Pt Sec 30 Blk II Waikouaiti SD	OTAGO REGION	OT8C/1192
Sec 64 Blk II Waikouaiti SD	OTAGO REGION	OT94/165
Sec 6 Blk IX North Tuakitoto SD	OTAGO REGION	OT96/216
Sec 2 Blk XVIII Maniototo SD	OTAGO REGION	OT9C/550
Sec 6 Blk XVIII Maniototo SD	OTAGO REGION	OT9C/715
Lot 2 DP 18779	OTAGO REGION	OT9C/985
Pt Sec 21 Blk II Dunback SD	OTAGO REGION	OTA1/400
Lot 13 DP 748	OTAGO REGION	OTA2/659
Lot 2 DP 8805	OTAGO REGION	OTA2/669
Sec 2 Blk IX Runanga SD	HAWKE'S BAY REGION	SA10D/1465
Sec 3 Blk IX Runanga SD	HAWKE'S BAY REGION	SA10D/1465
Sec 2 Blk XIV Pakaumanu SD	WAIKATO REGION	SA1103/268
Pt Lot 2 DPS 1335	WAIKATO REGION	SA1115/137
Pt Sec 8 Blk XI Maketu SD	BAY OF PLENTY REGION	SA1263/15
Lot 2 DPS 14046	WAIKATO REGION	SA12B/1107
Lot 4 DPS 14047	WAIKATO REGION	SA12B/1111
Lot 5 DPS 14047	WAIKATO REGION	SA12B/1112
Pt Lot 3 DP 24395	WAIKATO REGION	SA13A/754
Taheke Papakainga 24 (Otutatara) Block	BAY OF PLENTY REGION	SA13B/1475
Pt Sec 1 Blk IV Pakaumanu SD	WAIKATO REGION	SA1474/18
Lot 9 DP 1278	WAIKATO REGION	SA149/243
Lot 2 DPS 15439	BAY OF PLENTY REGION	SA16A/1276
Sec 13 Blk III Rangitaiki Lower SD	BAY OF PLENTY REGION	SA16B/1069
Sec 2 Blk III Rangitaiki Lower SD	BAY OF PLENTY REGION	SA16B/1069
Sec 7 Blk XV Karioi SD	WAIKATO REGION	SA1709/55
Sec 2A Blk I Awakino North SD	WAIKATO REGION	SA1743/61
Pt Sec 6 Blk XI Maungamangero SD	WAIKATO REGION	SA1754/7
Sec 7 Blk XI Maungamangero SD	WAIKATO REGION	SA1754/7
Sec 38 Blk VIII Maungamangero SD	WAIKATO REGION	SA17C/1401
Taheke Papakainga 28 Block	BAY OF PLENTY REGION	SA18B/1383
Sec 3 Blk II Marokopa SD	WAIKATO REGION	SA19C/651
Pt Sec 2 Blk V Wharepapa SD	WAIKATO REGION	SA1A/206
Sec 13 Blk II Horohoro SD	BAY OF PLENTY REGION	SA209/283

Sec 2 Blk XI Maungamangero SD	WAIKATO REGION	SA223/99
Allot 127 Parish of Whangape	WAIKATO REGION	SA243/68
Pt Lot 2 DPS 23598	WAIKATO REGION	SA24C/965
Sec 35 Blk IX Galatea SD	BAY OF PLENTY REGION	SA25A/1013
Pt Sec 1 Blk IX Runanga SD	HAWKE'S BAY REGION	SA25B/1180
Sec 3 Blk V Ongerue SD	MANAWATU-WANGANUI REGION	SA25D/1274
Sec 4 Blk V Ongerue SD	MANAWATU-WANGANUI REGION	SA25D/1274
Sec 22 Blk XV Mangaorongo SD	WAIKATO REGION	SA25D/609
Allot 218 Parish of Waipa	WAIKATO REGION	SA264/135
Lot 16 DPS 28578	WAIKATO REGION	SA26D/345
Lot 9 DPS 28577	WAIKATO REGION	SA26D/347
Sec 4 Blk VIII Ngongotaha SD	WAIKATO REGION	SA28B/901
Lot 31P3F Parish of Rangitaiki	BAY OF PLENTY REGION	SA31B/460
Lot 1 DPS 98	WAIKATO REGION	SA31D/119
Lot 13 DPS 35731	BAY OF PLENTY REGION	SA32A/434
Lot 1 DPS 35535	WAIKATO REGION	SA32D/499
Lot 3 DPS 29866	WAIKATO REGION	SA34C/235
Lot 1 DPS 29864	WAIKATO REGION	SA34C/236
Lot 2 DPS 29865	WAIKATO REGION	SA34C/237
Lot 3 DPS 37413	BAY OF PLENTY REGION	SA34D/224
Lot 2 DPS 35605	WAIKATO REGION	SA35C/145
Lot 12 DPS 37607	BAY OF PLENTY REGION	SA36C/700
Lot 15 DP 29248	WAIKATO REGION	SA3B/1235
Lot 18 DP 29248	WAIKATO REGION	SA3B/1235
Pt Sec 15 Blk XIV Wharepapa SD	WAIKATO REGION	SA40B/869
Sec 29 Blk XIV Wharepapa SD	WAIKATO REGION	SA40B/869
Sec 30 Blk XIV Wharepapa SD	WAIKATO REGION	SA40B/869
Sec 36 Blk XIV Wharepapa SD	WAIKATO REGION	SA40B/869
Sec 37 Blk XIV Wharepapa SD	WAIKATO REGION	SA40B/869
Lot 1 DPS 48595	BAY OF PLENTY REGION	SA41D/974
Pt Allot 184 Parish of Whangape	WAIKATO REGION	SA43B/529
Sec 5 Blk V Karangahape SD	WAIKATO REGION	SA44A/655
Sec 6 Blk V Karangahape SD	WAIKATO REGION	SA44A/657
Sec 8 Blk V Karangahape SD	WAIKATO REGION	SA44A/657
Pt Sec 8 Blk X Pakaumanu SD	WAIKATO REGION	SA44A/780

Date: 14 May 2012

Signed:



Simon Petrie  
Assistant Manager ETS

Director General  
Ministry for Primary Industries

ETS-2012-05-14-N



# View Instrument Details



**Instrument No** 9249649.1  
**Status** Registered  
**Date & Time Lodged** 03 December 2012 10:02  
**Lodged By** Harvey, Diane Louise  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
SA149/243	South Auckland
SA1768/91	South Auckland
SA200/118	South Auckland
SA200/119	South Auckland
SA29C/651	South Auckland
SA49D/885	South Auckland
SA57C/382	South Auckland
SA656/223	South Auckland
SA922/109	South Auckland

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**Annexure Schedule:** Contains 3 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 7486077.1 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 8916400.1 has consented to this transaction and I hold that consent

## Signature

Signed by Diane Louise Harvey as Grantor Representative on 03/12/2012 10:00 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

## Signature

Signed by Diane Louise Harvey as Grantee Representative on 03/12/2012 10:00 AM

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

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

2009/6229EF  
APPROVED  
Registrar-General of Land

**Grantor**

STEVENSON PROPERTIES LIMITED

**Grantee**

STEVENSON 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		SA49D/885 SA1768/91	SA200/119 SA200/118 SA922/109 SA656/223 SA29C/651 SA57C/382 SA49D/885 SA1768/91 SA149/243

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

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

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

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

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

~~[the provisions set out in Annexure Schedule \_\_\_\_\_]~~

**Covenant provisions**

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

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

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

[Annexure Schedule A ]

## Annexure Schedule A

**2009/5043EF**  
**APPROVED**  
**Registrar-General of Land**

*Insert instrument type*

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

*Continue in additional Annexure Schedule, if required*

**Continuation of "Covenant Provisions"**

1. The Grantor agrees and covenants for themselves and their successors in title (including the Grantor's tenants, agents, licensees and invitees) so as to bind the Servient Tenement with the Grantee as follows:
  - (a) The Grantor acknowledges and accepts that the Grantee operates a quarry and other activities including industrial activities and landfill and overburden disposal (the "Activities") on the Dominant Tenement.
  - (b) The Grantor accepts that the Activities result in and are likely to result in effects such as noise generation, dust, reduced air quality, traffic movement, vibration, lights, disturbance, and other effects which are unavoidable effects of such activity and which may have effects beyond the boundaries of the Dominant Tenement. Such Activities may be carried out by the Grantee twenty-four hours a day, seven days a week.
  - (c) The Grantor shall not at any time directly or indirectly make, lodge, be a party to or otherwise support in any way any submission, objection, application, proceedings or appeal (whether pursuant to the Resource Management Act 1991 or any other statute or to any statutory amendment or replacement thereof) which has the effect of objecting to, limiting, prohibiting or restricting:
    - (i) any Activities or any other uses of the Dominant Tenement to which the Grantee may put the Dominant Tenement;
    - (ii) any district or regional planning provisions applying to the Dominant Tenement relating to Activities on the Dominant Tenement or any other uses of the Dominant Tenement to which the Grantee may put the Dominant Tenement.
    - (iii) any application by the Grantee for any consent or approval to develop or operate Activities on the Dominant Tenement or any other uses of the Dominant Tenement to which the Grantee may put the Dominant Tenement.
  - (e) The Grantor shall not at any time directly or indirectly make any claim or demand or take any action or proceedings or be a party to or otherwise support in any way or allow or permit any action or proceedings for damages for nuisance of any nature directly or indirectly in any way arising out of the Activities and other uses of the Dominant Tenement provided for herein.
  - (f) The Grantor acknowledges that in the event that the Grantor undertakes any development on the Servient Tenement that it will in carrying out any development works, include and/or undertake all reasonable measures to avoid or mitigate any adverse effects arising from the Activities and affecting the Servient Tenement.
2. The Grantor shall pay any costs incurred by the Grantee (including legal fees on a solicitor/client basis) arising from any breach of this Covenant by the Grantor.
3. The Grantor further covenants and agrees that, prior to granting the right to possession, occupation or use of the Servient Tenement or any part thereof (whether by lease or otherwise) for a defined period or otherwise to any party (the "Occupier") other than the Grantor, the Grantor will obtain from the occupier written agreement that the occupier and its administrators and assigns are bound by the provisions of this Instrument as if the Occupier were the Grantor.
4. The Grantor covenants with the Grantee that the Grantor will at all times keep harmless and indemnified the Grantee from all proceedings and losses, costs claims and demands suffered or incurred by the Grantee in respect of breaches by the Grantor of the stipulations, restrictions and covenants on the Grantor's part contained or implied in this instrument.