

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




R.W. Muir
Registrar-General
of Land

Identifier **505925**
Land Registration District **South Auckland**
Date Issued 14 July 2010

Prior References

SA11A/175

Estate	Fee Simple
Area	145.7187 hectares more or less
Legal Description	Lot 1 Deposited Plan 426900

Registered Owners

Wairakei International Golf Course Limited

Interests

Appurtenant hereto is a right to convey water for a term of 999 years commencing on 1.10.1996 created by Deed of Grant of Easement 60C/497 - 26.11.1996 at 9.00 am

S546488 Gazette Notice declaring No. 1 State Highway (Awanui to Bluff) fronting the within land to be a limited access road - 3.2.1972 at 9.30 am

Appurtenant hereto is a right to convey water created by Transfer B058186.3 - 12.12.1991 at 2:10 pm

Appurtenant hereto is a right to convey water created by Transfer B058186.4 - 12.12.1991 at 2:10 pm

Subject to a right of way over parts marked L and T on DP 426900 created by Transfer B155439.4 - 13.8.1993 at 1.30 pm

Appurtenant hereto is a right to convey water created by Transfer B396717 - 11.2.1997 at 11:03 am

Subject to a right of way over parts marked A, B, C, D, F and G, a right to convey water over parts marked K, L, M, O, B and P, a right to convey electricity and telecommunications over parts marked U, F, V, O, B and P and a right to convey geothermal water and the right to convey water (for non-potable purposes over parts marked Q, M, O, B and P all on DP 426900 created by Easement Instrument 8504722.2 - 14.7.2010 at 4:06 pm

Appurtenant hereto is a right to convey electricity and geothermal water created by Easement Instrument 8504722.2 - 14.7.2010 at 4:06 pm

Some of the easements created by Easement Instrument 8504722.2 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 8504722.3 - 14.7.2010 at 4:06 pm

Land Covenant in Easement Instrument 8504722.4 - 14.7.2010 at 4:06 pm

9205531.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 19.10.2012 at 11:15 am

Subject to a right to convey electricity, telecommunications and electronic data over part marked A, C and D on DP 496106 created by Easement Instrument 10467472.1 - 27.10.2016 at 2:54 pm

Subject to a right to convey water and telecommunications over part marked A, B, C and D on DP 554931 created by Easement Instrument 11948753.1 - 20.8.2021 at 4:16 pm



Title Plan - DP 426900

Survey Number DP 426900
Surveyor Reference 090290
Surveyor Chadley Seth Keir
Survey Firm Plateau Consultants Ltd (Taupo)
Surveyor Declaration I Chadley Seth Keir, being a licensed cadastral surveyor, certify that:
(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and
(b) the survey was undertaken by me or under my personal direction.
Declared on 12 Jul 2010 05:19 PM

Survey Details

Dataset Description Lots 1 - 3 being a subdivision of Lot 1 DPS 13094
Status Deposited
Land District South Auckland
Submitted Date 12/07/2010
Survey Class Class A Cadastral Survey
Survey Approval Date 13/07/2010
Deposit Date 14/07/2010

Territorial Authorities

Taupo District

Comprised In

CT SA11A/175

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Lot 1 Deposited Plan 426900	Fee Simple Title	145.7187 Ha	505925
Lot 2 Deposited Plan 426900	Fee Simple Title	0.3815 Ha	505926
Lot 3 Deposited Plan 426900	Fee Simple Title	0.6336 Ha	505927
Area A Deposited Plan 426900	Easement		
Area B Deposited Plan 426900	Easement		
Area C Deposited Plan 426900	Easement		
Area D Deposited Plan 426900	Easement		
Area F Deposited Plan 426900	Easement		
Area G Deposited Plan 426900	Easement		
Area K Deposited Plan 426900	Easement		
Area L Deposited Plan 426900	Easement		
Area M Deposited Plan 426900	Easement		
Area N Deposited Plan 426900	Easement		
Area O Deposited Plan 426900	Easement		
Area P Deposited Plan 426900	Easement		
Area Q Deposited Plan 426900	Easement		
Area R Deposited Plan 426900	Easement		



Title Plan - DP 426900

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Area S Deposited Plan 426900	Easement		
Area T Deposited Plan 426900	Easement		
Area U Deposited Plan 426900	Easement		
Area V Deposited Plan 426900	Easement		
Total Area		<hr/> 146.7338 Ha	

Schedule / Memorandum

Land Registration District

South Auckland

Plan Number

DP 426900

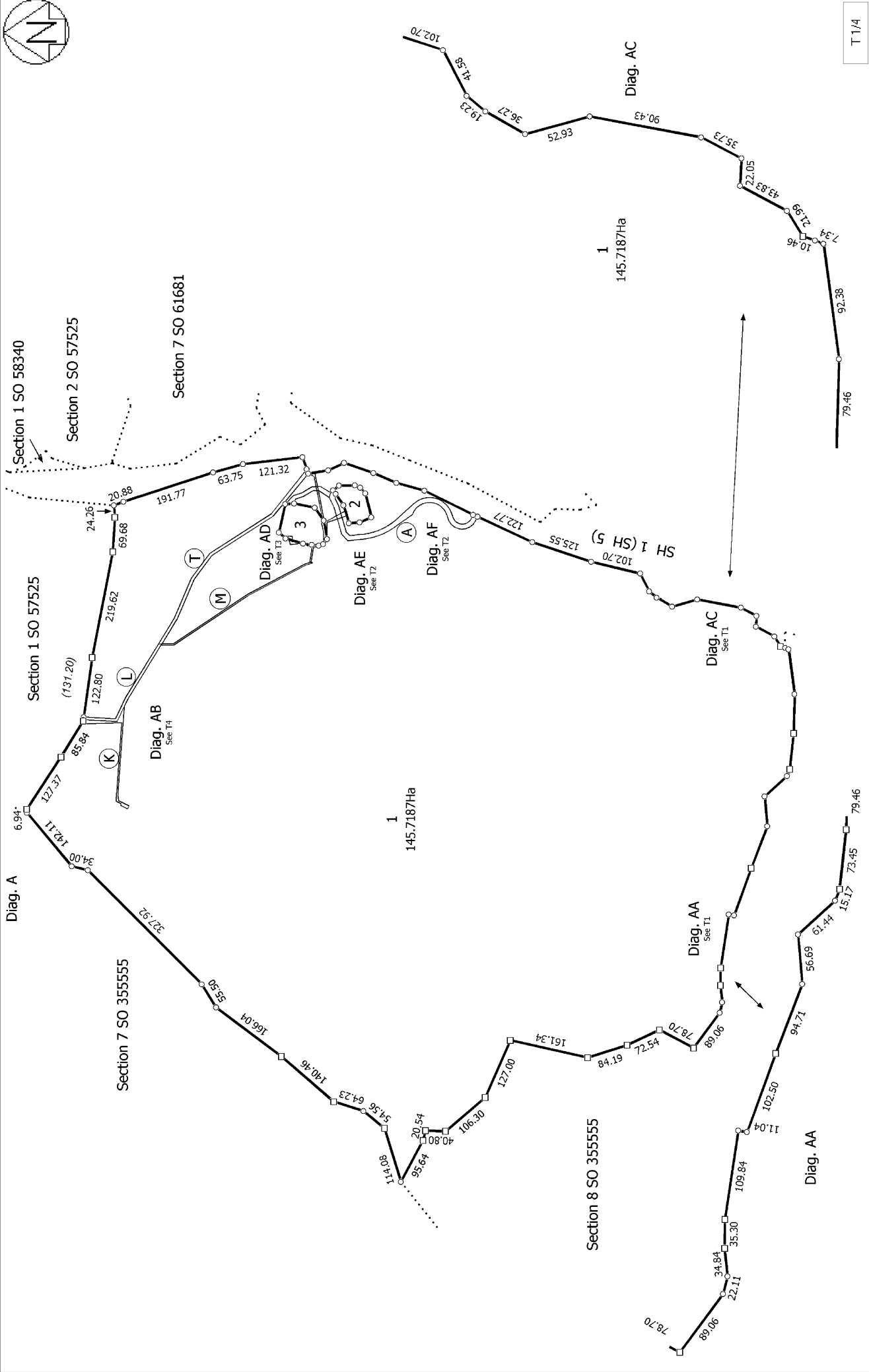
Territorial Authority (the Council)

Taupo District Council

Memorandum of Easements (Pursuant to s243 Resource Management Act 1991)			
Purpose	Shown	Servient Tenement	Dominant Tenement
Right of Way	(A) (B) (C)	Lot 1	Lots 2 and 3
	(D) (F) (G)		Lot 3
Right to convey Water	(K) (L) (M)	Lot 1	Lots 2 and 3
	(N)	Lot 3	Lot 2
	(O) (B) (P)	Lot 1	
Right to Convey Electricity and Telecommunications	(U) (F) (V)	Lot 1	Lots 2 and 3
	(O) (B) (P)		Lot 2
Right to convey Electricity	(N)	Lot 3	Lots 1 and 2
Right to convey Telecommunications	(N)	Lot 3	Lot 2

Schedule of Easements			
Purpose	Shown	Servient Tenement	Dominant Tenement
Right of convey Geothermal Water and Right to convey Water (for non-potable purposes).	(S) (R) (N)	Lot 3	Lot 2
	(Q) (M) (O) (B) (P)	Lot 1	Lot 2
Right to convey Geothermal Water	(S)	Lot 3	Lot 1

Schedule of existing Easements			
Purpose/Interest	Shown/Document Number	Servient Tenement	Dominant Tenement
Right of Way	(L) and (T) Doc 155439.4	Lot 1	Sec 1 SO 57525, Sec 1 SO 58340 and Sec 2 SO 57525.



Lots 1 - 3 being a subdivision of Lot 1 DPS 13094

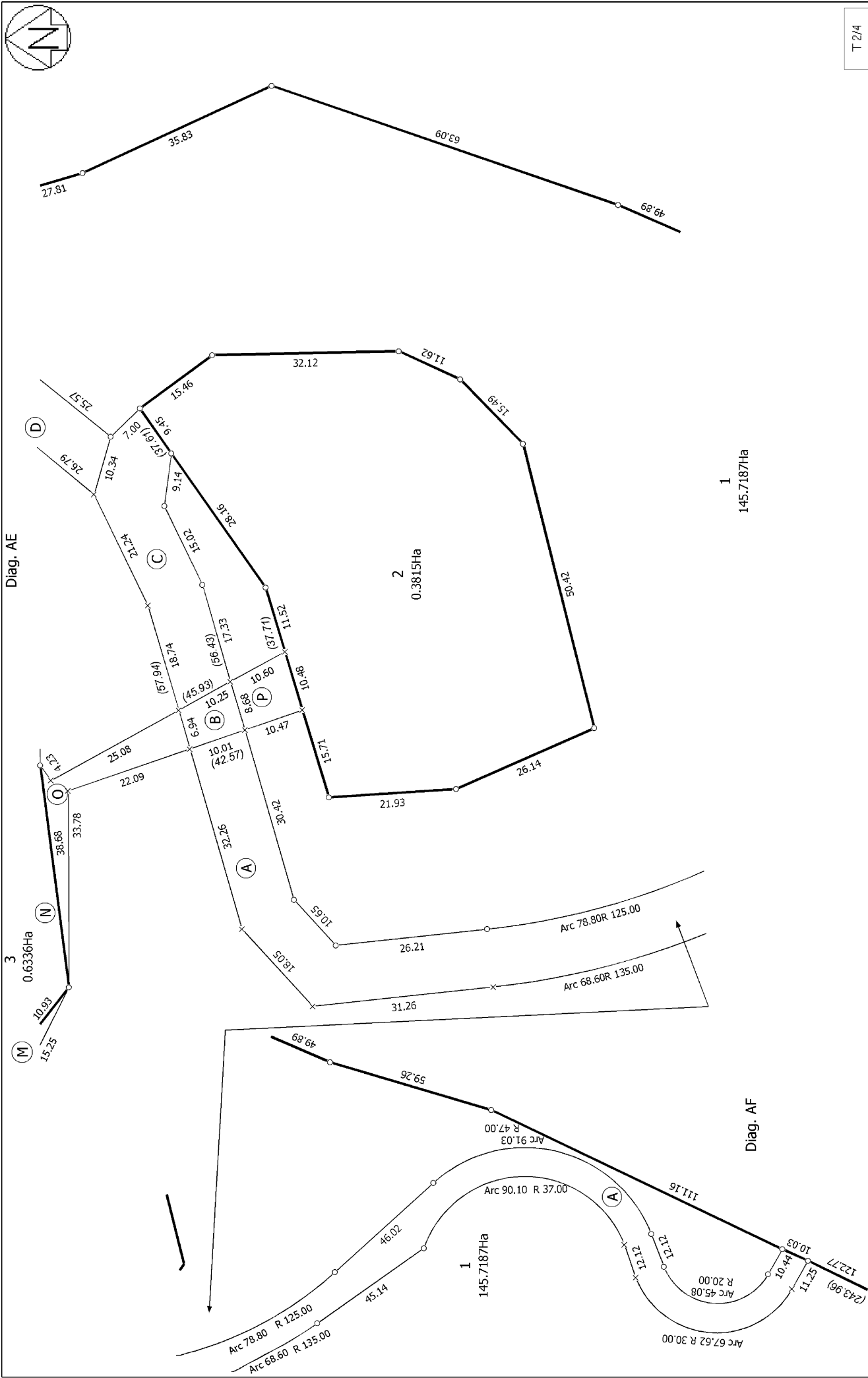
Surveyor: Chadley, Seth Keir
 Firm: Plateau Consultants Ltd (Taupo)

Title Plan
 DP 426900

Deposited on: 14/07/2010



T 2/4



Land District: South Auckland

Digitally Generated Plan
Generated on: 26/07/2010 09:17:am Page 6 of 8

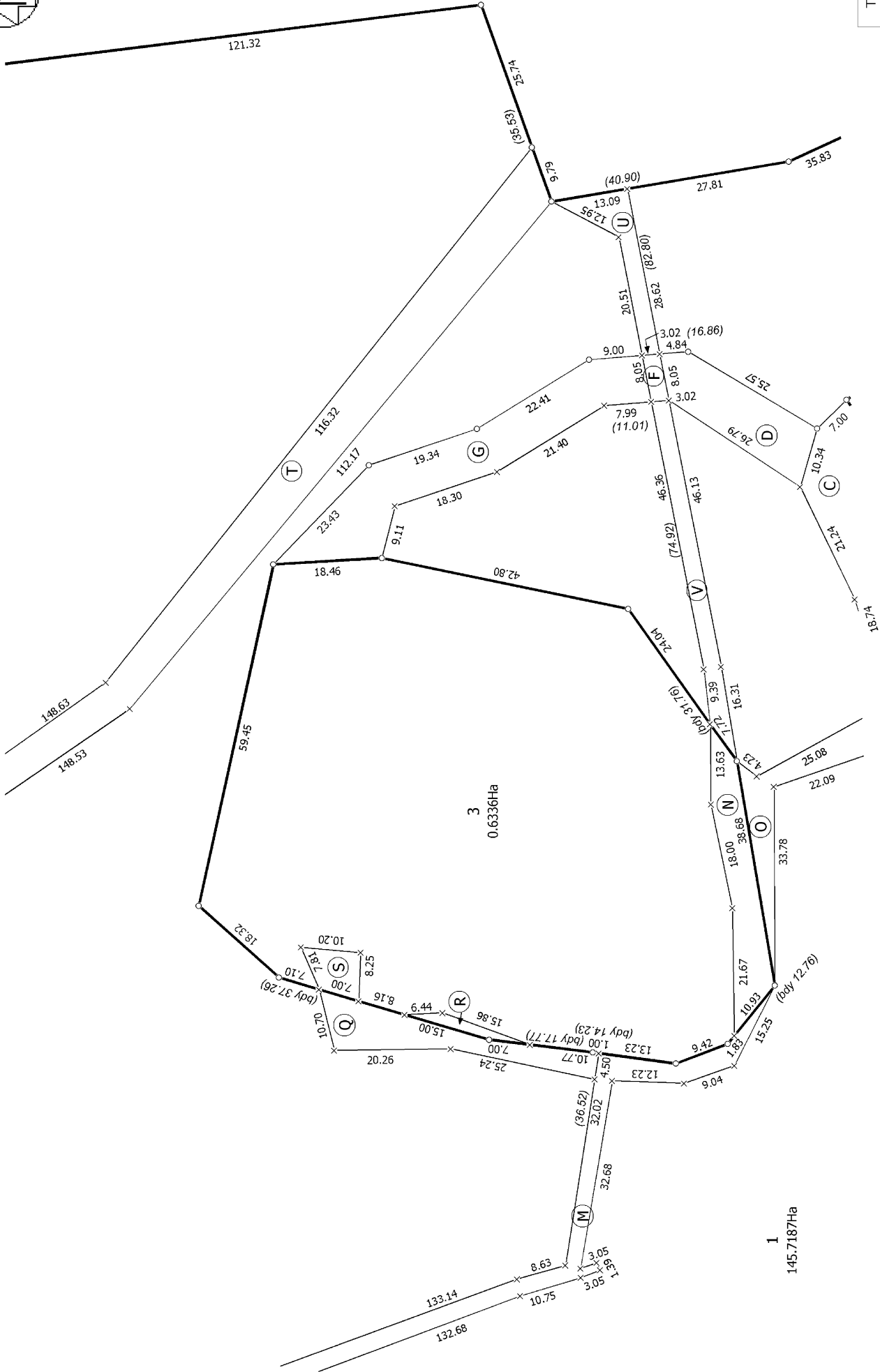
Lots 1 - 3 being a subdivision of Lot 1 DPS 13094

Surveyor: Chadley Seth Keir
Firm: Plateau Consultants Ltd (Taupo)

Title Plan
DP 426900

Deposited on: 14/07/2010

Diag. AD



T 3/4

Land District: South Auckland

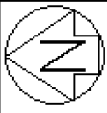
Digitally Generated Plan
Generated on: 26/07/2010 09:17:am Page 7 of 8

Lots 1 - 3 being a subdivision of Lot 1 DPS 13094

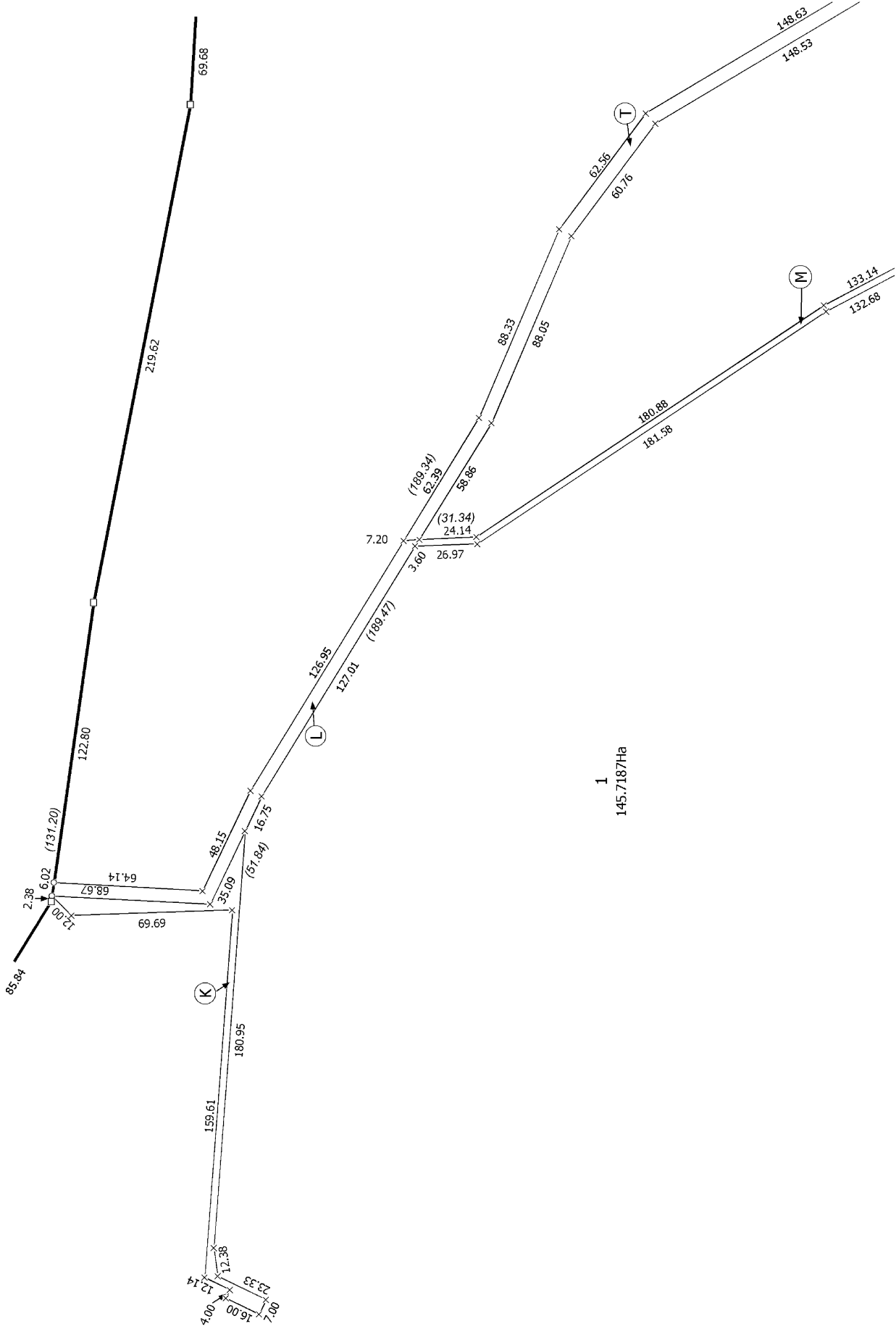
Surveyor: Chadley Seth Keir
Firm: Plateau Consultants Ltd (Taupo)

Title Plan
DP 426900

Deposited on: 14/07/2010



Diag. AB



1
145.7187Ha

T 4/4

Lots 1 - 3 being a subdivision of Lot 1 DPS 13094

Surveyor: Chadley Seth Keir
 Firm: Plateau Consultants Ltd (Taupo)

Title Plan
 DP 426900

Deposited on: 14/07/2010


B058186-5 1E

**MEMORANDUM OF TRANSFER CREATING RIGHT
TO CONVEY WATER**

RECITALS

A. TOURIST HOTEL CORPORATION OF NEW ZEALAND LIMITED (hereinafter together with its successors and assigns called "the Transferor") is registered as the proprietor of an estate in fee simple in all that piece of land containing 18.9054 hectares situated in Block XIV Tatua Survey District being Section 1 on Survey Office Plan 58340 and Section 2 on Survey Office Plan 57525 and being all the land comprised and described in Certificate of Title Volume 46A Folio 340 (South Auckland Registry)

SUBJECT TO:

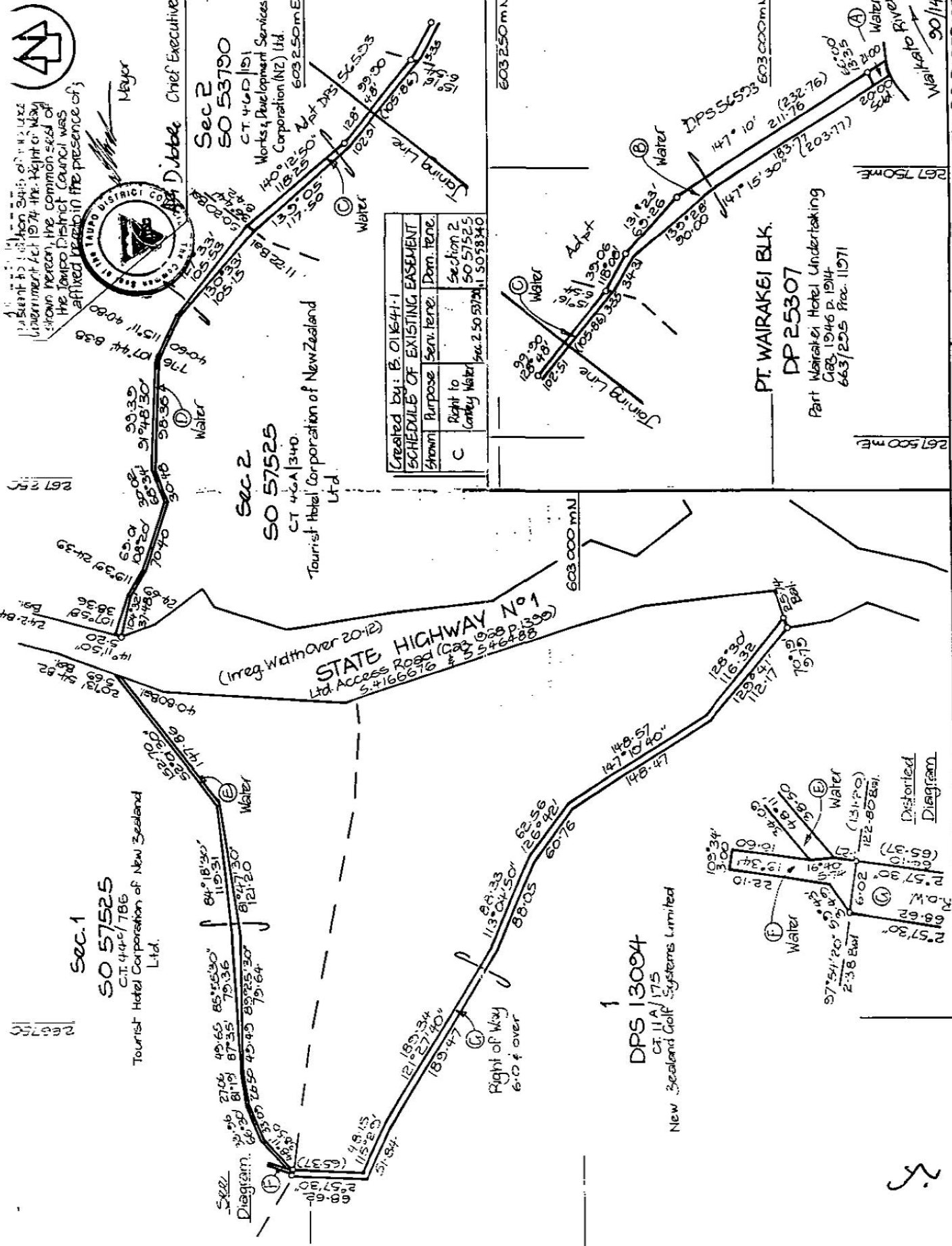
- 
- (i) ~~Mortgage H.973175.4 to State Bank of South Australia;~~
 - (ii) Section 8 Mining Act 1971;
 - (iii) Part IVA Conservation Act 1987

(and together with rights to convey water created by Transfer B.011641.1 hereinafter called "the Servient Tenement")

B. NEW ZEALAND GOLF SYSTEMS LIMITED at Auckland (hereinafter together with its successors and assigns called "the Transferee") is registered as the proprietor of an estate in fee simple in all that piece of land containing 146.7237 hectares more or less being Lot 1 on Deposited Plan S.13094 and being part Wairakei Block and being all the land comprised and described in Certificate of Title Volume 11A Folio 175 (South Auckland Registry)

SUBJECT TO:

- 1. S.546488 Gazette Notice
(hereinafter called "the Dominant Tenement")



Section 15 of the Local Government Act 1974 provides that the common seal of a Council shall be used in the presence of the Mayor and the Chief Executive of the Council.

THE TAUPO DISTRICT COUNCIL
 Mayor: D. Dible
 Chief Executive: [Name]

Works & Development Services Corporation (NZ) Ltd.
 29/7/79
 Assistant District Planner
 District Land Property Division Manager

THE CLYDEBANK SEAL UP
 COMM. 27/7/79
 New Zealand Golf Systems Limited
 SCHEDULE OF PROPOSED EASEMENT

Shown Purpose Servient tenc. Dem. tenc.
 A, B Right to Convey Water Part Wairakei Blk DP 25307
 C Section 2 SO 57525
 D, E, F Right to Convey Water Lot 1 DPS 13094
 G Sec 2 SO 53790

Total Area: All situated in Block XIV Taupou S12
 Comprised in Cert. 11A/175 444,786,466
 C.T. 46/101 663/295

Philip William Mann, Barrister
 Registered Surveyor and holder of an annual practicing certificate who may act as a registered surveyor pursuant to section 28 of the Survey Act 1953 hereby certifies that this plan has been made in accordance with the provisions of the said Act and that the survey was conducted by him or under his directions and that both the survey and the plan have been made in accordance with the provisions of the said Act and that the survey was conducted by him or under his directions and that both the survey and the plan have been made in accordance with the provisions of the said Act.

Dated at Taupo this 27th day of May 1979
 Signature: [Signature]
 Field Book 7479 p. 41-27 Inverse Book 678 p. 10-11
 Reference Plans 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Approved as to Survey: [Signature]
 By Chief Surveyor: [Signature]
 Deposited this 27th day of May 1979
 At Taupo

LAND DISTRICT SOUTH AUCKLAND
 SURVEY BLK. & DIST. XIV TAUPOU
 PLAN OF PROPOSED EASEMENTS OVER PART
 WAIRAKEI BLOCK, SECS 1 & 2 SO 57525 & LOT 1 DPS 13094
 & Sec 2 SO 53790
 Scale 1:2500 Date March 1979

TERRITORIAL AUTHORITY: TAUPOU DISTRICT
 Surveyed by CHEAL, HINDS & BATTERSBY
 Scale 1:2500 Date March 1979

LAND DISTRICT SOUTH AUCKLAND
 SURVEY BLK. & DIST. XIV TAUPOU
 PLAN OF PROPOSED EASEMENTS OVER PART
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 PLAN OF PROPOSED EASEMENTS OVER PART
 WAIRAKEI BLOCK, SECS 1 & 2 SO 57525 & LOT 1 DPS 13094
 & Sec 2 SO 53790
 Scale 1:2500 Date March 1979

OPERATIVE PART

1. IN consideration of the sum of \$1 paid to the Transferor by the Transferee (the receipt of which sum is hereby acknowledged) the Transferor **DOES HEREBY TRANSFER AND GRANT** to the Transferee to be held as forever appurtenant to the Dominant Tenement the full, and free right liberty and licence at all times hereafter to carry and convey in pipes or conduits through and under the portion of the Servient Tenement lettered "D" on plan deposited in the Land Transfer Office at Hamilton under No. ^{APS 60486} ("the Plan") and referred to in the Schedule of Easements on the Plan all such water as the Transferee shall desire, upon and subject to the following terms and conditions:

1.1 For the purposes set out above the Transferee shall have full right and liberty from time to time to dig up to any depth and again fill in the soil of the portion of the Servient Tenement lettered "D" on the Plan and to alter repair and maintain covered drains through and under the same and to lay construct and make in through or under that portion of the Servient Tenement pipes and conduits of such size and material as the Transferee shall think fit for carrying and conveying the said water as the case may be with such manholes, valves and surface boxes as the Transferee shall think fit and from time to time to inspect maintain cleanse repair extend remove and enlarge such pipes and conduits manholes valves and surface boxes as the Transferee shall think fit and from time to time to repair and maintain all works in connection therewith and also power and authority for the Transferee its surveyors engineers workmen agents servants with or without vehicles and machinery from time to time and at all times to enter and remain for any of the purposes aforesaid upon the Servient Tenement as shall be necessary for such purposes and generally to do and perform all such acts and things in and upon the Servient Tenement as may be necessary and proper for or in relation to any of the purposes set out above provided as a condition precedent to the exercise of such rights the Transferee, its surveyors, engineers, workmen, agents and servants shall take all reasonable steps to interfere as little as possible with the comfort and convenience of the occupier or occupiers of the Servient

Tenement and shall forthwith make good all damage done to the Servient Tenement or occupier or occupiers thereof.

1.2 In the event of the Transferee entering into or upon the Servient Tenement for the purpose of constructing any drain or laying down constructing or erecting any such pipes conduits manholes or surface boxes and other things pertaining to the said drain and for any of the other purposes set out above the Transferee shall carry out and complete the same with as little disturbance to the surface of the Servient Tenement as possible and shall immediately upon completion of any such work restore the surface the Servient Tenement as nearly as possible to its condition immediately before such work commenced.

2. **THE** easements granted by clause 1 shall terminate upon the occurrence of any redevelopment on the Transferor's land requiring the removal or resiting of pipes or conduits laid through or under the Servient Tenement for the purposes of those easements and in such case the Transferee shall upon request by the Transferor, execute a surrender of the easements granted to the Transferee in terms of clause 1 .

2.1 In the event that the easements granted by clause 1 terminate by reason of the event specified in the preceding subclause the Transferor **COVENANTS** contemporaneously to grant the Transferee at the Transferor's cost in all respects substitute easements over the Servient Tenement containing the same rights and powers as those granted by clause 1 in respect of such resited and relaid pipes or conduits across the Servient Tenement and provided as a condition precedent to the exercise of such relocation the Transferor shall take all reasonable steps to cause the minimum of disruption to the conveyance of water easement granted to the Transferee.

2.2 The words "redevelopment" were used in this Memorandum of Transfer in relation to the Transferor's land mean any destruction, demolition or refurbishment of the building or buildings erected on the Servient Tenement as at the date of this memorandum of transfer with a view

to constructing a new building or buildings or any other development on the Servient Tenement".

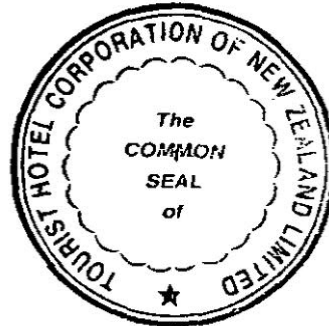
3. ANY dispute or difference which may arise between the parties hereto touching any of the matters arising out of this Memorandum shall be decided according to the decision of a single arbitrator or in the case that the parties cannot agree on the appointment of such an arbitrator then by two arbitrators one to be appointed by each party hereto and an umpire to be selected by such arbitrators and the reference of such dispute shall be a submission to arbitration within the meaning of the Arbitration Act 1908 or any then subsisting statutory provisions relating to arbitrations.

Dated this 5 day of September 1991

EXECUTED BY THE PARTIES

THE COMMON SEAL of
TOURIST HOTEL CORPORATION OF
NEW ZEALAND LIMITED was
hereunto affixed in the presence of:

[Signature] DIRECTOR
[Signature] SECRETARY



THE COMMON SEAL of
NEW ZEALAND GOLF SYSTEMS
LIMITED was hereunto affixed
in the presence of:

[Signature] AUTHORIZED PERSON



~~The Mortgagee of the Servient Tenement hereby consents to the within easement but otherwise without prejudice to the rights, powers, privileges and remedies of the Mortgagee under the Mortgage.~~

~~THE COMMON SEAL of
STATE BANK OF SOUTH
AUSTRALIA consenting as
mortgagee was hereunto
affixed in the presence of:~~

**MEMORANDUM OF TRANSFER
CREATING RIGHT TO CONVEY
WATER**

Correct for the purposes of the
Transfer Act 1952



Solicitor for the Transferee

**TOURIST HOTEL CORPORATION OF
NEW ZEALAND LIMITED**

TRANSFEROR

NEW ZEALAND GOLF SYSTEMS LIMITED

TRANSFEEEE

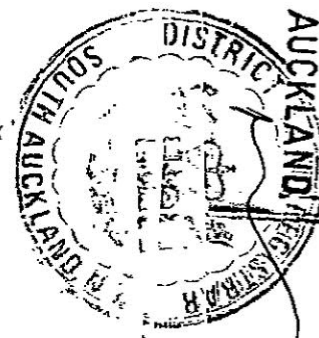
I hereby certify that this
transaction does not contravene the
provisions of Part IIA of the Land
Settlement Promotion and Land
Acquisition Act 1952



Particulars entered in the Registers
set out in the Schedule herein at
the day and time stamped below.

2.10 12 DEC 91 B 058186.3
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
ASST. LAND REGISTRAR
Assistant District of
46A/340
11A/175

*Proposed
Transfer*



**RUDD WATTS & STONE
SOLICITORS
AUCKLAND, WELLINGTON AND
NEW PLYMOUTH
91029:FAM:fss**

MEMORANDUM OF TRANSFER CREATING RIGHT
TO CONVEY WATER AND RECORDING
COVENANTS AS TO THE SUPPLY OF WATER

RECITALS

A. **TOURIST HOTEL CORPORATION OF NEW ZEALAND LIMITED** (hereinafter together with its successors and assigns called "the Transferor") is registered as the proprietor of an estate in fee simple in all that piece of land containing 44.5150 hectares more or less situated in Block XIV Tatua Survey District being Section 1 on Survey Office Plan 57525 and being all the land comprised and described in Certificate of Title Volume 44C Folio 786 (South Auckland Registry)

SUBJECT TO:

1. Section 8 Mining Act 1971
2. ~~Mortgage H.973175.4 to State Bank of South Australia~~ (hereinafter called "the Servient Tenement"), the Servient Tenement having vested in the Transferee on 23 March 1990 under and by virtue of Section 8 of the Tourist Hotel Corporation of New Zealand Act 1989;

B. **NEW ZEALAND GOLF SYSTEMS LIMITED** at Auckland (hereinafter together with its successors and assigns called "the Transferee") is registered as the proprietor of an estate in fee simple in all that piece of land containing 146.7237 hectares more or less being Lot 1 on Deposited Plan S.13094 and being part Wairakei Block and being all the land comprised and described in Certificate of Title Volume 11A Folio 175 (South Auckland Registry)

SUBJECT TO:

1. S.546488 Gazette Notice (hereinafter called "the Dominant Tenement")

OPERATIVE PART

27/05/91
 Registrar General
 Department of Lands & Survey
 Wellington

1. The Survey is a continuation of the Survey of the Local Government for 1974-75. The Right of Way shown therein, the common seal of the Taupo District Council was affixed thereto in the presence of;

Mayor
 Chief Executive

Sec 1
 50 57525
 CT 1426/786
 Tourist Hotel Corporation of New Zealand Ltd.

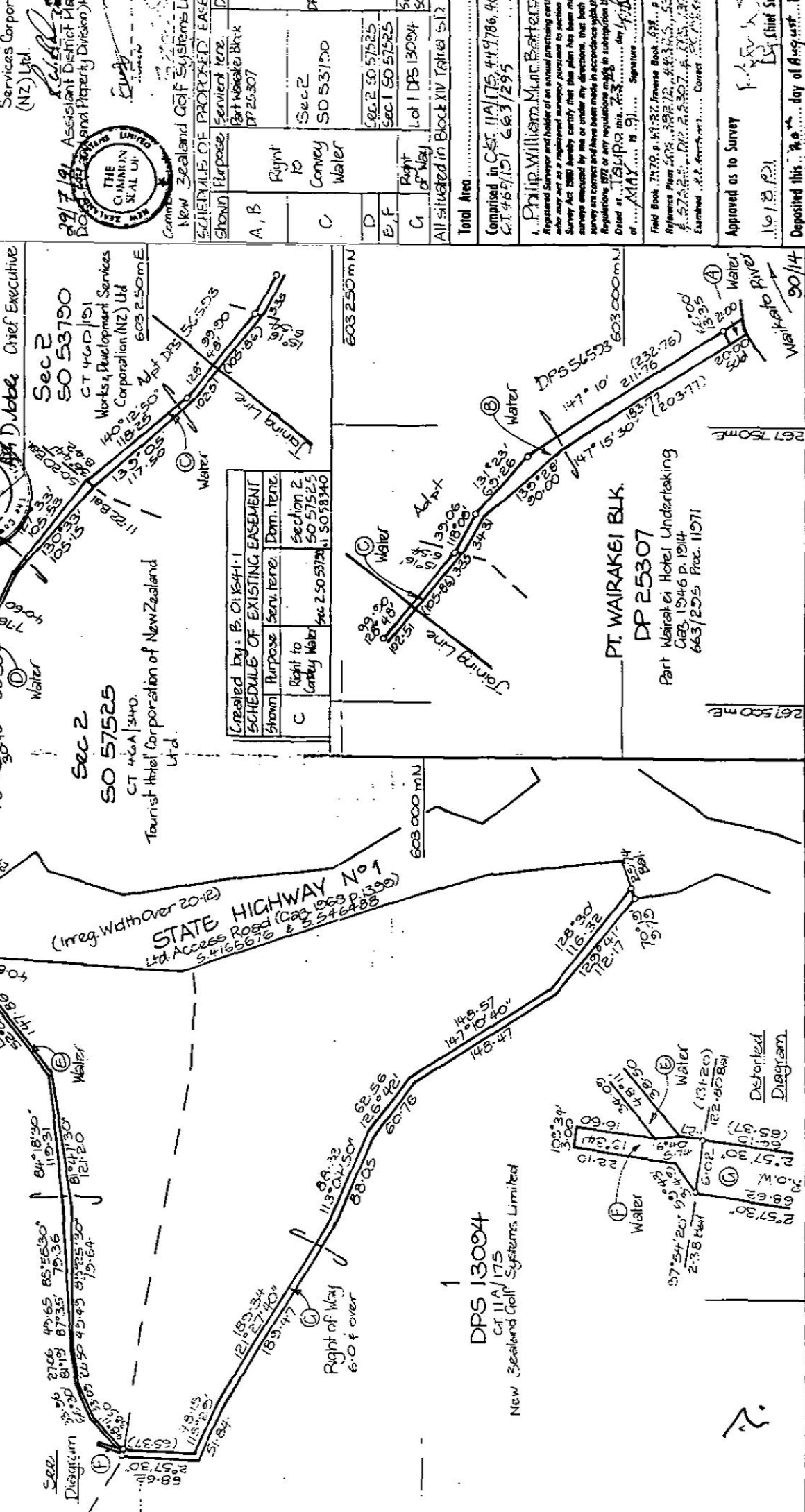
Sec 2
 50 57525
 CT 46A/340
 Tourist Hotel Corporation of New Zealand Ltd.

Sec 2
 50 53170
 CT 46D/151
 Works & Development Services Corporation (NZ) Ltd

Sec 2
 50 53170
 CT 46E/151
 Works & Development Services Corporation (NZ) Ltd

Sec 2
 50 53170
 CT 46F/151
 Works & Development Services Corporation (NZ) Ltd

Sec 2
 50 53170
 CT 46G/151
 Works & Development Services Corporation (NZ) Ltd



Created by: B. OIKS-4-1
 SCHEDULE OF EXISTING EASEMENT

Shown	Purpose	Ben. Tenor	Dom. Tenor
C	Right to Convey Water	Sec 2 50 57525	50 57525
		66 250 58796	50 57525

THE CHAMBERLAIN SEAL OF NEW ZEALAND
 29/7/91
 Assistant District Planner
 District Land Property Division

THE CHAMBERLAIN SEAL OF NEW ZEALAND
 29/7/91
 Assistant District Planner
 District Land Property Division

Philip William MacBath
 Registered Surveyor and holder of an annual practicing certificate who may act as a registered surveyor pursuant to section 25 of the Survey Act 1980 hereby certifies that this plan has been made in accordance with the provisions of the Survey Act 1980 and that the boundaries shown on this plan are correct and have been made in accordance with the Survey Regulations 1977 or any regulations made in substitution therefor.
 Date of Survey: 1991
 Signature: [Signature]

Approved as to Survey
 16/8/91
 day of August 1991
 Chief Surveyor

Approved as to Land Registration
 27/6/91
 day of June 1991
 Registrar General

LAND DISTRICT SOUTH AUCKLAND
 SURVEY BLK. & DIST. XIV TATUA
 NZ 115 SHT 417 RECORD MAP No 24

PLAN OF PROPOSED EASEMENTS OVER PART
 WAIRAKEI BLOCK, SECS 1 & 2 50 57525 & LOT 1 DPS 13094 & Sec 2 50 57525
 Scale 1:2500 Date March 1991

LAND INFORMATION NEW ZEALAND

1. IN consideration of the provisions of this memorandum and of the sum of \$1 paid to the Transferor by the Transferee (the receipt of which sum is hereby acknowledged) the Transferor **DOES HEKEBY TRANSFER AND GRANT** to the Transferee to be held as forever appurtenant to the Dominant Tenement the full, and free right liberty and licence at all times hereafter to carry and convey in pipes or conduits through and under those portions of the Servient Tenement lettered "E" and "F" on the plan deposited in the Land Transfer Office at Hamilton under No. *DPS 60936*, ("the Plan") and referred to in the schedule of easements on the said plan all such water as the Transferee shall desire, upon and subject to the following terms and conditions:

- 1.1 For the purposes set out above the Transferee shall have full right and liberty from time to time to dig up to any depth and again fill in the soil of the portions of the Servient Tenement lettered "E" and "F" on the Plan and to alter repair and maintain covered drains through and under the same and to lay construct and make in through or under the said portions of the Servient Tenement pipes and conduits of such size and material as the Transferee shall think fit for carrying and conveying the said water as the case may be with such manholes, valves and surface boxes as the Transferee shall think fit and from time to time to inspect maintain cleanse repair extend remove and enlarge such pipes and conduits manholes valves and surface boxes as the Transferee shall think fit and from time to time to repair and maintain all works in connection therewith and also power and authority for the Transferee its surveyors engineers workmen agents servants with or without vehicles and machinery from time to time and at all times to enter and remain for any of the purposes aforesaid upon the Servient Tenement as shall be necessary for such purposes and generally to do and perform all such acts and things in and upon the Servient Tenement as may be necessary and proper for or in relation to any of the purposes aforesaid provided as a condition precedent to the exercise of such rights the Transferee, its surveyors, engineers, workmen, agents and servants shall take all reasonable steps to interfere as little as possible with the comfort and convenience of the occupier or occupiers of the Servient Tenement and shall forthwith make good all damage done to the Servient Tenement or occupier or occupiers thereof.

1.2 In the event of the Transferee entering into or upon the Servient Tenement for the purpose of constructing any drain or laying down *constructing or erecting any such pipes conduits manholes or surface boxes* and other things pertaining to the said drains and for any of the other purposes set out above the Transferee shall carry out and complete the same with as little disturbance to the surface of the Servient Tenement as possible and shall immediately upon completion of any such work restore the surface the said land as nearly as possible to its condition immediately before such work commenced.

2. IN consideration of the provisions of this memorandum and of the sum of \$1 paid to the Transferor by the Transferee (the receipt of which sum is hereby acknowledged) the Transferor **DOES HEREBY COVENANT** pursuant to Sections 64A and 126A of the Property Law Act 1952 ("the Act") that for a period of 20 years commencing on the 7th day of December 1990 and terminating (unless terminated earlier under the express provisions of this memorandum) on the 6th day of December 2010 the Transferor and its successors in title and occupiers for the time being of the Servient Tenement shall continue to supply potable water from the two 10,000 gallon water tanks situated on the Servient Tenement ("the Tanks") to the club house and two dwellings situated on the Dominant Tenement (or to any replacement buildings erected) on the same basis and for the same period as it continues to supply potable water to its other consumers in the locality of the Dominant Tenement and the Servient Tenement. The Transferor shall not unreasonably or arbitrarily terminate the supply of water from the Tanks. The Transferor and Transferee acknowledge that the Transferor's covenants in this clause constitute a positive covenant relating to the Servient Tenement for the benefit of the Dominant Tenement which are intended to be binding in equity pursuant to Section 64A of the Act and to be noted on the certificates of title to the Dominant Tenement and Servient Tenement pursuant to Section 126A of the Act.

3. THE easements granted by clause 1 shall terminate upon the occurrence of any redevelopment on the Transferor's land requiring the removal or resiting of pipes or conduits laid through or under the Servient Tenement for the purposes of

those easements and in such case the Transferee shall upon request by the Transferor, execute a surrender of the easements granted to the Transferee in terms of clause 1 .

3.1 In the event that the easements granted by clause 1 terminate by reason of the event specified in the proceeding subclause the Transferor **COVENANTS** contemporaneously to grant the Transferee at the Transferor's cost in all respects substitute easements over the Servient Tenement containing the same rights and powers as those granted by clause 1 in respect of such resited and relaid pipes or conduits across the Servient Tenement and provided as a condition precedent to the exercise of such relocation the Transferor shall take all reasonable steps to cause the minimum of disruption to the conveyance and supply of water easement granted to the Transferee.

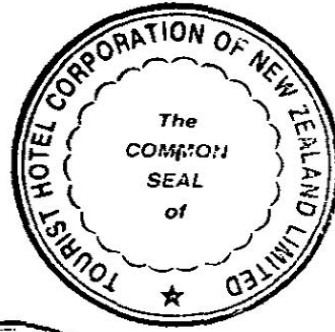
3.2 The words "redevelopment" were used in this Memorandum of Transfer in relation to the Transferor's land mean any destruction, demolition or refurbishment of the building or buildings erected on the Servient Tenement as at the date of this memorandum of transfer with a view to constructing a new building or buildings or any other development on the Servient Tenement".

4. ANY dispute or difference which may arise between the parties hereto touching any of the matters arising out of this Memorandum shall be decided according to the decision of a single arbitrator or in the case that the parties cannot agree on the appointment of such an arbitrator then by two arbitrators one to be appointed by each party hereto and an umpire to be selected by such arbitrators and the reference of such dispute shall be a submission to arbitration within the meaning of the Arbitration Act 1908 or any then subsisting statutory provisions relating to arbitrations.

Dated this 5th day of September 1991

EXECUTED BY THE PARTIES

**THE COMMON SEAL of
TOURIST HOTEL CORPORATION OF
NEW ZEALAND LIMITED** was
hereunto affixed in the presence of:
J. Blagden DIRECTOR
[Signature] SECRETARY



**THE COMMON SEAL of
NEW ZEALAND GOLF SYSTEMS
LIMITED** was hereunto affixed
in the presence of: *[Signature]*
AUTHORISED PERSON



~~The Mortgagee of the Servient Tenement hereby consents to the within easements and covenants but otherwise without prejudice to the rights, powers, privileges and remedies of the Mortgagee under the Mortgage.~~

~~**THE COMMON SEAL of
STATE BANK OF SOUTH
AUSTRALIA** consenting as
mortgagee was hereunto
affixed in the presence of:~~

**MEMORANDUM OF TRANSFER
CREATING RIGHT TO CONVEY
WATER AND RECORDING
COVENANTS AS TO THE SUPPLY
OF WATER**

Correct for the purposes of the
Transfer Act 1952


Solicitor for the Transferee

**TOURIST HOTEL CORPORATION OF
NEW ZEALAND LIMITED**

TRANSFEROR

NEW ZEALAND GOLF SYSTEMS LIMITED

TRANSFEEEE

I hereby certify that this
transaction does not contravene the
provisions of Part IIA of the Land
Settlement Promotion and Land
Acquisition Act 1952

To: The District Land Registrar
District of South Auckland

Please note on the relevant
registers pursuant to Section
126A of the Property Law Act
1952 the positive covenant
set out in clause 2 of this
Memorandum



Particulars entered in the Registers
set out in the Schedule herein at
the day and time stamped below

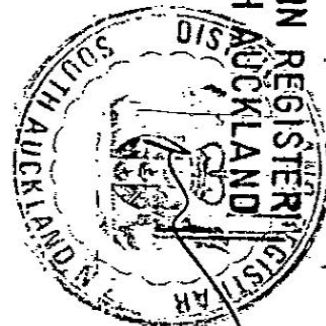

Solicitor for the Transferee

Assistant Reg
District of Sc

11A/175
44c/786

ASST. LAND REGISTRAR
LAND REGISTRY SOUTH
AUCKLAND

210 12 DEC 91 B 058186 4



- Prop
Easement
- Land
cov.

**RUDD WATTS & STONE
SOLICITORS
AUCKLAND, WELLINGTON AND
NEW PLYMOUTH
91026.FAM:fss**

B155439.4

TE

MEMORANDUM OF TRANSFER CREATING RIGHT OF WAY

RECITALS

A. **WAIRAKEI INTERNATIONAL GOLF COURSE LIMITED** at Christchurch (together with its successors and assigns called "the Transferor") is registered as the proprietor of an estate in fee simple in all that piece of land containing 146.7237 hectares more or less being Lot 1 Deposited Plan S.13094 and being part Wairakei Block and being all the land comprised and described in Certificate of Title Volume 11A Folio 175 (South Auckland Registry)

SUBJECT TO:

Gazette Notice S.546488
Mortgage ~~B.058186.6~~

AND TOGETHER WITH:

- (i) Right to convey water in Transfer B.058186.3;
- (ii) Right to convey water in Transfer B.058186.4,

(hereinafter called "the Servient Tenement")

B. **KAH-NEW ZEALAND LIMITED** at Auckland (together with its successors and assigned called "the Transferee") is registered as proprietor:

FIRSTLY of an estate in fee simple in all that piece of land containing 44.5150 hectares more or less situated in Block XIV Tatua Survey District being Section 1 on Survey Office Plan 57525 and being all that land comprised and described in Certificate of Title Volume 44C Folio 786 (South Auckland Registry)

SUBJECT TO

- (i) Section 8 Mining Act 1971;
- (ii) Right to convey and supply water created by Transfer B.058186.4;
- (iii) Land covenant created by Transfer B.058186.4

AND SECONDLY of an estate in fee simple containing 18.9054 hectares more or less situated in Block XIV Tatua Survey District being Section 1 on Survey Office Plan 58340 and Section 2 on Survey Office plan 57525 and being all the land comprised and described in Certificate of Title Volume 46A Folio 340 (South Auckland Registry)

SUBJECT TO:

- (i) Section 8 Mining Act 1971;

- (ii) Part IVA Conservation Act 1987;
- (iii) Right to convey water in Transfer B.058186.3

AND TOGETHER WITH:

- (i) Right to convey Water Easement created by Transfer B.011641.1

(the lands firstly and secondly described being hereinafter together called "the Dominant Tenement").

OPERATIVE PART

1. In consideration of the sum of \$1 paid to the Transferor by the Transferee (the receipt of which sum is hereby acknowledged) and in consideration of the covenants of the Transferee herein contained the Transferor **DOES HEREBY TRANSFER AND GRANT** to the Transferee as appurtenant to the Dominant Tenement above described the free and uninterrupted rights and powers for the Transferee its servants, agents, engineers, contractors, workmen and invitees to use and enjoy for the purposes set out hereafter the right of way shown as "A" on a Plan deposited in the Land Transfer Office at Hamilton under No. S62375 ("the Plan") and referred to in the Schedule of Easements on the Plan as a right of way to pass and re-pass with or without vehicles, tools, equipment, machinery and implements of any kind and along such right of way at all times when it is reasonably necessary to enter upon the land and premises of the Servient Tenement for the purpose of carrying out any necessary inspection, maintenance, repairs, renovations, replacement or restoration work in respect of the two water tanks ("the Tanks") situated on section 1 on Survey Office Plan 57525 and adjacent to the area marked "F" on DPS60436 or the testing or treating of water contained in the Tanks provided as a condition precedent to the exercise of such right of reentry and in carrying out such work, such persons shall take all reasonable steps to interfere as little as possible with the comfort and convenience of the occupier or occupiers of the Servient Tenement and shall forthwith make good all damage done to the Servient Tenement and the occupier or occupiers thereof.
2. The costs of repair, renewal and maintenance of the right of way easement hereby granted shall be borne by the parties hereto in the proportion that their individual use of the right of way bears to the total use of the right of way provided. If it can be shown that any repairs, maintenance or renewal have or has been rendered necessary by the act or default of one of the parties hereto alone then that party responsible or in default shall bear the whole cost of such repairs, maintenance or renewal.
3. The right of way easement hereby granted shall continue for so long as the Tanks are used as the primary potable water supply for any of the Transferee's hotel situated on that part of the Dominant Tenement secondly described in the Recitals, the Transferor's club house and two dwellings situated on the Servient Tenement or any of the Transferee's customers for such water in the locality. The

Transferor may require the Transferee to surrender the easement hereby granted in the event that the Tanks are no longer used for such purposes.

- 4. Any dispute or difference which may arise between the parties hereto touching any of the matters arising out of this Memorandum shall be decided according to the decision of a single arbitrator or in the case that the parties cannot agree on the appointment of such an arbitrator then by two arbitrators one to be appointed by each party hereto and an umpire to be selected by such arbitrators and the reference of such dispute shall be a submission to arbitration within the meaning of the Arbitration Act 1908 or any then subsisting statutory provisions relation to arbitrations.

DATED this 12th day of August 1992

EXECUTION

WAIRAKEI INTERNATIONAL GOLF COURSE
THE COMMON SEAL of / LIMITED
was affixed in the presence of:



[Signature] Director
Authorised Person

[Signature]
[Signature] Director

THE COMMON SEAL of KAH NEW ZEALAND LIMITED was affixed in the presence of:



[Signature] Director

[Signature] Director/Secretary

THE COMMON SEAL OF THE NEW ZEALAND GOVERNMENT
 Registered Professional
 New Zealand Geomatics Limited

Consent to a resolution of the Kaipara District Council passed on the 17th day of May 1992, approving pursuant to Section 248 of the Local Government Act 1974, the plan shown hereon, the common seal of the Kaipara District Council was affixed hereto in the presence of:



AR D Jobbe
 Chief Executive

SCHEDULE OF PROPOSED EASEMENTS
 From Purpose: Servient Dominant Tenement
 A Right of Way 6.00 m wide
 of Way 175.13094 & Sec. 50 58.30
 Situated in Block XIV Taupō S.D.
 Note: All work adapted from DPS 60436

Datum: Geodetic 1949
 Easy of Plenty Circuit Coordinates
 Origin: Matakū 700 000 m N
 300 000 m E
 Origin: 179 DPS 60436
 603 265 75 m N 266 608 93 m E

Total Area
 Comprised in C.A.T. II A/175

Philip William Mar Beattersky
 Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986 hereby certify that this plan has been made from surveys executed by me or under my direction, that both plan and regulations 1972 or any regulations made in substitution thereof are correct and have been made in accordance with the Survey Act 1986.
 Dated at TAUPŌ this 15th day of NOVEMBER 1992
 Signature: P. W. Mar Beattersky

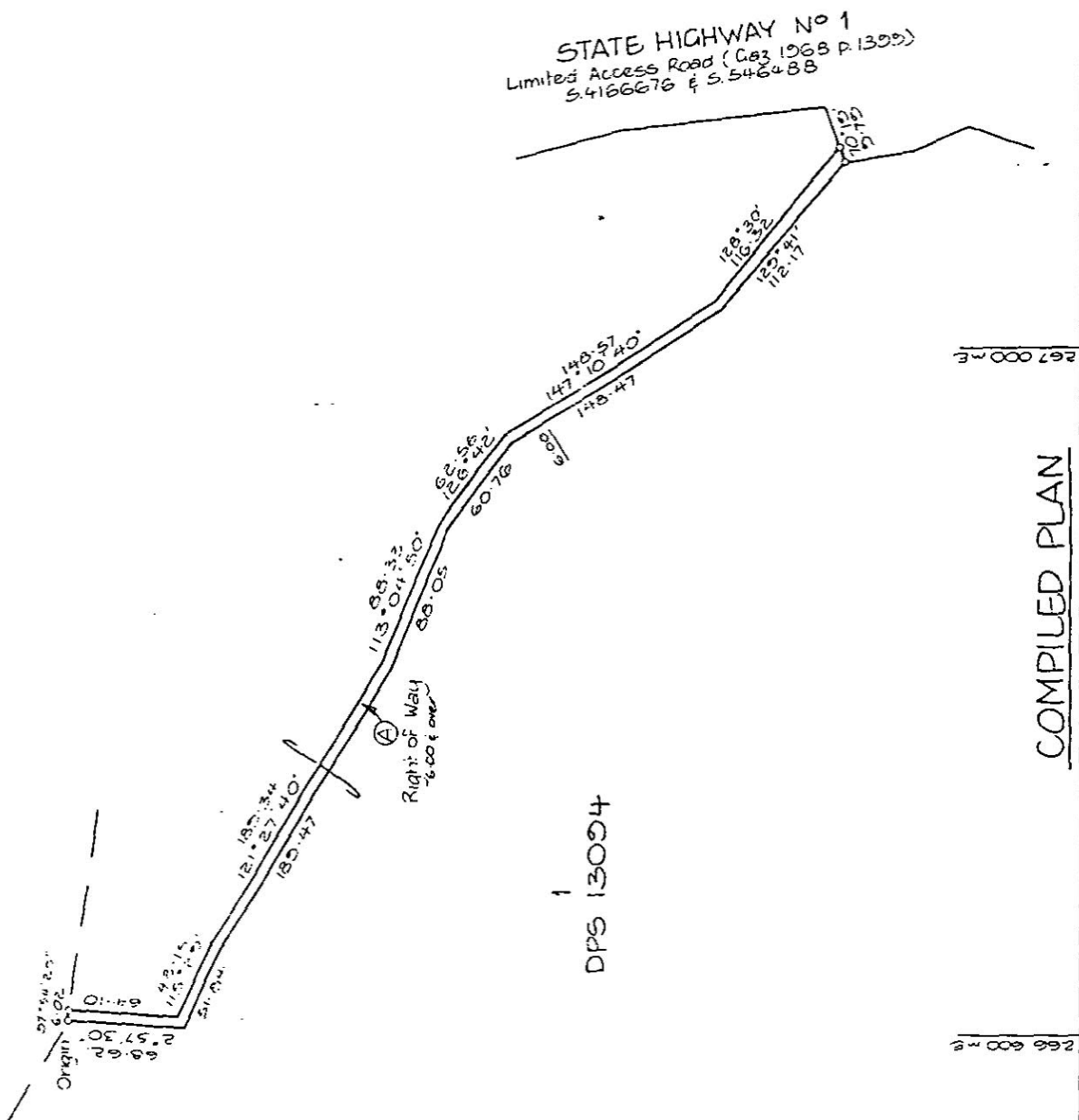
Field Book
 Reference Plans
 Examined
 Approved as to Survey
 26.12.192
 Deposited this 27th day of February 1992

J. P. Mawerick
 Chief Surveyor

Assessor
 Received 31.1.92
 DPS 62375



Sec. 1
 50 57525



STATE HIGHWAY NO 1
 Limited Access Road (Cat 1968 P 1399)
 S.4166676 & S.546488

1
 DPS 13094

267 000 m E

COMPILED PLAN

20/14

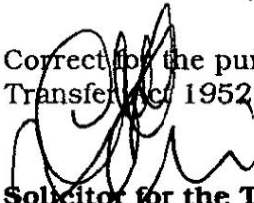
TERRITORIAL AUTHORITY... TAUPŌ DISTRICT
 Surveyed by CHEAL, HINDS & BATTERSBY
 Scale 1:2000 Date November 1991

EASEMENT OVER LOT 1 DPS 13094

LAND DISTRICT... SOUTH AUCKLAND
 SURVEY BLK. & DIST. ... XIV TATUA
 NZMS 261 SH 1-17 RECORD MAP No 2-4

**MEMORANDUM OF TRANSFER
CREATING RIGHT OF WAY**

Correct for the purposes of the
Transfer Act 1952


Solicitor for the Transferee

**WAIRAKEI INTERNATIONAL GOLF COURSE
LIMITED**

TRANSFEROR

KAH NEW ZEALAND LIMITED

TRANSFEEEE

I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952

Particulars entered in the Registers set out in the Schedule herein at the day and time stamped below.

Assistant Registrar
District of South Auckland

444/786
46A/340



Russell McVeagh McKenzie Bartleet & Co
Solicitors
AUCKLAND

APA162BA

REGISTER

1.30 13.AUG93 B 155439.4

B396717 TE

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

SOUTH AUCKLAND

Certificate of Title No. All or Part? Area and legal description — *Insert only when part or Stratum, CT*

46D

191

ALL

1585Jm1 10:22:26 10/02/1997 0000014833
New Zealand Stamp Duty - Not Payable
Self assessed duty \$22,888,720.00

Transferor Surnames must be underlined

WORKS GEOTHERMAL LIMITED at Wellington
DOWNER ENERGY SERVICES LIMITED

Transferee Surnames must be underlined

WAIRAKEI INTERNATIONAL GOLF COURSE LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

Easement of Right to Convey Water (Continued on Page 2 annexure schedule)
Subject to Caveat B.358751

Consideration

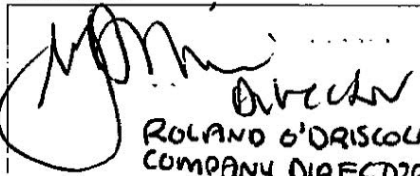
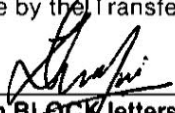
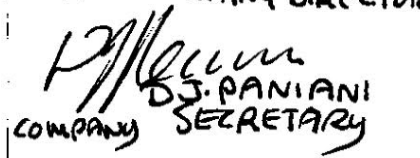
\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 3rd day of September 1996

Attestation

 ROLANDO O'DRISCOLL COMPANY DIRECTOR	Signed in my presence by the Transferor Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name L Chang Occupation Secretary P/A Address 11 Ganymede Pl Half Moon Bay, Auckland
 DJ PANIANI COMPANY SECRETARY	Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part 11A of the Land Settlement, Promotion and Land Acquisition Act 1952 does not apply
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE IN APPLICABLE CERTIFICATE)



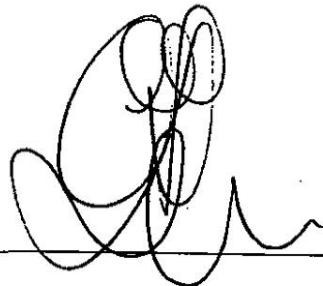
Solicitor for the Transferee

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

I, CHARLES HORT LEVIN of Christchurch in New Zealand, Solicitor hereby certify:

1. That by Deed dated the 1st day of April 1993, **WAIRAKEI INTERNATIONAL GOLF COURSE LIMITED** at Christchurch, New Zealand, appointed me its attorney on the terms and subject to the conditions set out in the said deed, *a copy of which is filed in Hamilton under No. B-381447.1*
2. That at the date hereof I have not received any notice or information of the revocation of that appointment.

SIGNED at Christchurch this 3rd day of September 1996

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a solid horizontal line.

CHARLES HORT LEVIN

Annexure Schedule

TRANSFER Dated 3 September 1996 Page 2 of 2 Pages

Continuation of "Estate or Interest or Easement to be created"

The Transferee shall have the right to convey water through or under that part of the land in Certificate of Title 46D/191 ("the Servient Tenement") marked "C" on Deposited Plan S 60436 ("the Said Land") being forever appurtenant to the land of the Transferee contained in Certificate of Title 11A/175 (South Auckland Registry) ("the Dominant Tenement")

Terms, Conditions, Covenants or Restrictions in Respect of the Right to Convey Water

- 1. The powers and rights set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied.
2. Any work carried out by the Transferee, its tenants, servants, agents and workmen pursuant to the rights expressed and implied in this Transfer shall be carried out as expeditiously and with as little disturbance to the surface of the Said Land and the Servient Tenement as is possible and immediately upon completion of such work the surface of the Said Land and the Servient Tenement shall be restored as nearly as possible to its original condition.
3. The Transferee shall immediately repair and make good any damage to any fences, gates, drains or other improvements on the Said Land occasioned by the carrying out of any work by the Grantee, its tenants, servants, agents and workmen or caused by the flooding or leakage of any line of pipes.
4. Nothing herein contained or implied shall be deemed to abrogate, limit, restrict or abridge any of the rights powers and remedies vested in the Transferee by any Statute.
5. Nothing herein contained or implied shall be deemed to compel the Transferee to convey water through any line of pipe and the Transferee may continue and recommence such conveyance of water at will.
6. The Transferee shall at all times keep cleaned, repaired and maintained any line of pipe in a good and efficient state of repair for the purposes of which the same were designed and will prevent them from becoming a nuisance.
7. The Transferor shall not place any buildings, erections or fences (other than fences erected on the boundary of the Said Land) without obtaining the Transferee's prior written consent. Such consent will not be unreasonably withheld provided that reasonable access to the line of pipe for the purposes of repair and/or replacement is preserved and provided that the Transferor indemnifies the Transferee against damage to the line of pipe arising from such improvements.

Continuation of "Attestation"

Signed by the Transferee in the presence of: Charles Hort Levin as attorney for

(Signature of Witness)

(Director) (Director/Secretary)

Wairakei International Golf Course (Name of Witness)

Limited in the presence of: (Occupation)

(Address)

Handwritten signatures and names of witnesses.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Handwritten signatures and initials of signing parties and witnesses.

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

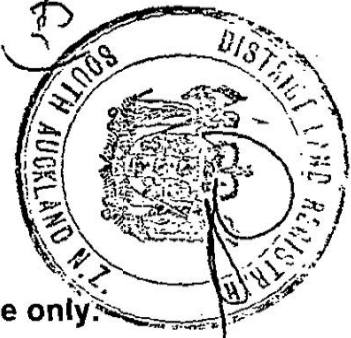
Law Firm Acting
CHAPMAN TRIPP SHEFFIELD YOUNG SOLICITORS WELLINGTON

Auckland District Law Society
REF: 4135

5F
E
\$120

(See B396716-2 for
Covered's Consent)

460/191
11A/175



11.03 11.FEB97 B 396717

This page is for Land Registry Office use only.
(except for "Law Firm Acting")



5546488

GN

Extract from *N.Z. Gazette*, 22 December 1971, No. 105, p. 3041

*National Roads Board—Notice Declaring State Highway to be
a Limited Access Road*

It is notified that the National Roads Board, by resolution dated 8 December 1971, and pursuant to section 4 of the Public Works Amendment Act 1963, hereby declares that part of No. 1 State Highway (Awanui to Bluff) from its junction with State Highway No. 5 (Tirau to Napier via Rotorua and Taupo) at Wairakei to the northern boundary of Taupo Borough as more particularly shown on sheets 1, 2, 3, 4, 5, 6, and 7 of plans M.O.W. 17469 and the accompanying Schedule held in the office of the resident engineer, Ministry of Works, Rotorua, and there available for public inspection, to be a limited access road.

Dated at Wellington this 15th day of December 1971.

D. J. CHAPMAN, Secretary.

(72/1/3B/5)

A. R. SHEARER, Government Printer, Wellington, New Zealand.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

State Highway No 1 From R.M. 380.69 to R.M. 386.04
WEST SIDE WAIRAKEI - TAUPO

GAZETTE INFORMATION

NOT FOR PUBLICATION

Land in Sth Auck. Land District	Access Particulars as at <u>20.7.71</u>			Registered Proprietor	County
	No.	Description	Ref..		
		L.A.R. Begins			
Pt Sec.1 Blk XIV Tatua S.D. Public Health and Recreation Res. Gaz.1907/2541	<i>Indexed</i>	Access from side road		N.Z.E.D. HAMILTON	
		WAIRAKEI STREAM			
<u>679/196</u> <u>1290/27</u> Pt Wairakei Blk Wairakei Hotel Undertaking Gaz.1946/1914	<i>See also S.449375.</i>			Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	
Closed Road Gaz.1961/1622					
Pt Wairakei Blk Wairakei Hotel Undertaking Gaz.1946/1914	<i>Indexed</i> <i>No Reg.</i> <i>3/175</i>	Vehicle Track Vehicle Track	18 19	Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	
		WAIRAKEI ROAD			
Pt Wairakei Blk (Electrical purposes) Gaz.1962/1279 C.T.679/195				N.Z.E.D. HAMILTON	
Pt Sec.4 Blk XIV Tatua S.D. Gaz.1946/1914 C.T.690/129				Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	

*As more particularly shown on Plan No. R.O.5086, deposited in the office of the Minister of Works at Wellington.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

State Highway No 1 From R.M. 380.69 to R.M. 386.04
WEST SIDE WAIRAKEI TAUPO

GAZETTE INFORMATION

NOT FOR PUBLICATION

Land in Sth Auck. Land District	Access Particulars as at <u>20.7.71</u>			Registered Proprietor	Occur
	No.	Description	Ref.		
		KIRIOHINIKAI STREAM			
Pt Lot 2 D.P.S. 6698 C.T. 4B/1196	2	Garage Entrance (Service Station)	1	Allan Lyndoch Graham, Little Waihi Beach, MAKETU	Wairakei Camp, C/- F.C. WAIRAKEI
		" "	2		
Pt Lot 1 D.P.S. 5698 C.T. <u>(5D/1109)</u> formerly Pt 679/196	1		3	Francis George Johnston, P.O. Box 166, TAUPO	
Pt Lot 1 D.P.S. 1209 Wairakei Hotel Undertaking Gaz. 1954/1482	1	Vehicle Drive	4	Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	
		Entrance Gate	5	Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	
Pt Wairakei Blk Wairakei Hotel Undertaking Gaz. 1946/1914	1	Golf Course			
Lot 1 D.P.S. 13094 Wairakei Hotel Undertaking Gaz. 1946/1914 C.T. 11A/175	2	Road to Golf Course	6	Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	
		Gate Entrance (Vehicle Drive)	7		
Pt Sec. 8 Blk XIV Tatua S.D. Gaz. 1969/899 (663/295 - see below)	1	Vehicle Drive to Karopiti Blowhole	8		
Pt Wairakei Blk Wairakei Hotel Undertaking Gaz. 1946/1914 Pt C.T. 663/295	1	Gate, Vehicle Drive	9	Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	
		WAIPUWERAWERA STREAM			

*As more particularly shown on Plan No. R.O. 5086, deposited in the office of the Minister of Works at Wellington.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

State Highway No 1 From R.M. 380.69 to R.M. 386.04
 WEST SIDE WAIRAKEI - TAUPO

GAZETTE INFORMATION

NOT FOR PUBLICATION

Land in Sth Auck. Land District	Access Particulars as at <u>20.7.71</u>			Registered Proprietor	Occu.
	No.	Description	Ref..		
Pt Rangitira 3 Blk Pt C.T. 136/149	X	Access from Poihipi Road		Lands & Survey, Lands Development Branch, ROTORUA	
Pt Sec. 60 Blk II Tauhara S.D. C.T. 2A/192	X	Poihipi Road (not yet legal)		Waikato Hospital Board, HAMILTON	
Pt Rangitira 8A Blk (Maori Owners) No Registration.	<i>Indexed - sheet 3 off 4</i>	Access from Woodward Road		Te Teira Irihei TIRAU	
Pt Taupo Central Blk (Maori Owners) No Regn. Now C.T. - 12A/22	<i>See also sheet 3 off 4</i>	Access from Woodward Road		Taupo Central Int. <i>W. Price</i> C/-K.R. Horsley, <i>Butch.</i> P.O. Box 95, <i>Robert</i> ROTORUA <i>TAUPO</i>	
NORMAN SMITH STREET					
Pt Old River Bed (Water Power Purposes) Gaz. 1952/456	X	Access from side road.		N.Z. Electricity Dept	
Sec. 1 Blk XXXVII Town of Taupo (Water Power Purposes) Gaz. 1952/856		Access from River		" "	
Sec. 1 Blk XXXVII Town of Taupo (Water Power purposes) Gaz. 1952/856	<i>Indexed</i>	Access from River		" "	
WAIKATO RIVER					
L.A.R. ENDS					

*As more particularly shown on Plan No. R.O. 5086, deposited in the office of the Minister of Works at Wellington.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

State Highway No 1 From R.M.380.69 to R.M.386.04

EAST SIDE WAIRAKEI - TAUPO

GAZETTE INFORMATION

NOT FOR PUBLICATION

Land in Sth Auck. Land District	Access Particulars as at <u>20.7.71</u>			Registered Proprietor	Order
	No.	Description	Ref.		
		L.A.R. Begins			
Pt Sec.1 Blk XIV, Tatua S.D. Public Health and Recreation Res. Gaz. 1907/2541				New Zealand Electricity Dept HAMILTON	
WAIRAKEI POWER STATION ROAD					
Pt Sec.1 Blk XIV, Tatua S.D. Public Health and Recreation Res. Gaz. 1907/2541		<i>See sheet 1 of 3.</i>		New Zealand Electricity Dept HAMILTON	
Closed Road Gaz.1961/1662					
Pt Wairakei Blk Wairakei Hotel Undertaking Gaz.1946/1914	3	Vehicle Track	17	Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	
<i>(see sheet 1 of 3)</i>		Vehicle Track	16		
		Vehicle Track	15		
Pt Wairakei Blk (S.O.38272) Wairakei Hotel Undertaking Gaz.1946/1914	3	Hotel Vehicle Entrance	14	Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	
<i>(see sheet 1 of 3)</i>		Hotel Vehicle Entrance	13		
		Hotel Vehicle Exit	12		
Public Road G.G. Warrant Proc.8156					
Pt Wairakei Blk (S.O.38272) Wairakei Hotel Undertaking Gaz.1946/1914				Tourist Hotel Corporation P.O. Box 2840, WELLINGTON	
<i>(see sheet 1 of 3)</i>					

*As more particularly shown on Plan No. R.O.5086, deposited in the office of the Minister of Works at Wellington.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

State Highway No 1 From R.M.380.69 to R.M.386.04
 EAST SIDE WAIRAKEI - TAUPO

GAZETTE INFORMATION

NOT FOR PUBLICATION

Land in Sth Auck. Land District	Access Particulars as at. <u>20.7.71</u>			Registered Proprietor	Occupant
	No.	Description	Ref..		
Pt Wairakei Blk Wairakei Hotel Undertaking Gaz.1946/1914				Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	
		GEOHERMAL ACCESS ROAD			
Pt Wairakei Blk Wairakei Hotel Undertaking Gaz.1946/1914				Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	
Public Road C.G. Warrant, Proc.8156					
Pt Lot 2 D.P.14403 Wairakei Hotel Undertaking Gaz.1946/1914				Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	
		HUKA FALLS ROAD			
Pt Wairakei Blk Wairakei Hotel Undertaking Gaz.1946/1914				Tourist Hotel Corporation, P.O. Box 2840, WELLINGTON	
		WAIPUWERAWERA STREAM			



See sheet 1 of 3

See sheet 1 of 3

*As more particularly shown on Plan No. R.O.5086, deposited in the office of the Minister of Works at Wellington.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

State Highway No 1 From R.M. 380.69 to R.M. 386.04
 EAST SIDE WAIRAKEI - TAUPO

GAZETTE INFORMATION

NOT FOR PUBLICATION

Land in Sth Auck. Land District	Access Particulars as at <u>20.7.71</u>			Registered Proprietor	Occur
	No.	Description	Ref..		
Pt Rangitira 3 Blk Pt C.T. 136/149 <i>X</i>	<i>x</i>			Lands & Survey, Lands Develop- ment Branch, ROTORUA	
Pt Rangitira 3 Blk Pt C.T. 136/149 <i>X</i>		<i>see sheet 3 of 3</i>		Lands & Survey, Lands Develop- ment Branch, ROTORUA	
Sec. 177 and 178. <i>see L.O.A. 1949 - No frontage</i> Blk II Tauhara S.D. <u>C.T. 4A/763</u> <i>Not 4A/763</i>				N.Z.B.C. P.O. Box 98, WELLINGTON	
Sec. 79 Blk II Tauhara S.D. C.T. 4A/763 <i>X</i>				N.Z.B.C. P.O. Box 98, WELLINGTON	
HUKA FALLS LOOP ROAD					
Stopped Road Gaz. 1942/2372					
Pt Rangitira 8A ⁺ Blk (Maori Owners) No Regn. <i>indexed</i> <i>16D/1070</i>				Te Teira Irihei, TIRAU	
Pt Taupo Central Blk. Maori Owners No Regn. <i>see sheet 3 of 3</i> <i>New C.T. 12A/22</i>	1	Farm Access	11	Taupo Central Imp Will C/-K.R. Horsley, Pres P.O. Box 95, C/- ROTORUA Rotorua Robt TAUPO	

*As more particularly shown on Plan No. R.O. 5086, deposited in the office of the Minister of Works at Wellington.

SCHEDULE FOR LIMITED ACCESS ROAD DECLARATION

State Highway No 1 From R.M. 380.69 to R.M. 386.04
 EAST SIDE WAIRAKEI - TAUPO

GAZETTE INFORMATION

NOT FOR PUBLICATION

Land in Sth Auck. Land District	Access Particulars as at <u>20.7.71</u>			Registered Proprietor	Occ.
	No.	Description	Ref..		
Roadway <i>see sheet 3 of 3</i> Pt Taupo Central Blk and Pt 8A4 Rangitira Blk <i>Proo S. 312275.</i> <i>Indexed</i>					
Pt Old River Bed Water Power Purposes Recreational Res. (Secondary Use) Gaz. 1967/2073					
Pt Sec. 1 Blk XXXVIII Town of Taupo Recreational Res. (Secondary Use) Gaz. 1967/2073 <i>(See sheet 3 of 3)</i>	1		10		
		WAIKATO RIVER			
		L.A.R. ENDS			

*As more particularly shown on Plan No. R.O. 5086, deposited in the office of the Minister of Works at Wellington.

TO: THE DISTRICT LAND REGISTRAR OF THE

DISTRICT OF SOUTH AUCKLAND

Pursuant to para. (c) subsec. (1) of sec. 4 The Public Works Amendment Act 1963 the following is a statement giving descriptions and title reference of all parcels of land affected by the National Roads Board's declaration of a portion of State Highway No. 1 to be a Limited Access Road as notified in N.Z. Gazette 22 December 1971, No. 105 p. 3041.

Dated at Hamilton this *2nd* day of *February* 1972.

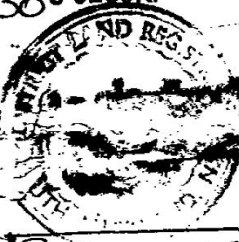
District Engineer of Works

S

546488

GAZETTE NOTICE.

PARTICULARS ENTERED IN THE REGISTER-BOOK
VOL. **FOED** See schedule below
and Section & Map Index.
THE 3rd DAY OF February 1972
AT 9.30 O'CLOCK.



M. Ross

276/791

SCHEDULE	
136	149
663	295
679	195
690	129
679	196
1290	27
2A	192
4A	763
4B	1196
5D	1109
11A	175

PC 5.240261

Please register the within
notice against the land
in C.T. 12 A / 22 met records
on Sheet B of 3 and 3 of 4
herein

Sturtevant
for D.C.W. M.O.W.
HAMILTON
27 June 72

Further Registration

PARTICULARS ENTERED IN THE REGISTER-BOOK
VOL. **12A/22** as per request
THE 22nd DAY OF June 1972
AT 2.5 O'CLOCK

290/749



A. McLaughlin
Assistant Land Registrar,
South

Recommendation
Blk XIV Tatum R.D.
Blk II T. Ambrose P.D.
Sheet 2 Tompa Borough
16/3/72

LAND & G.N.S.
Nature: *Declaration*
Firm: *M.O.W.*
= 3 FEB 1972

Further Registration
M.O.W.
1972





Instrument No. 8504722.2
 Status Registered
 Date & Time Lodged 14 Jul 2010 16:06
 Lodged By Shirley, Carolyn Ann
 Instrument Type Easement Instrument



Affected Computer Registers	Land District
505925	South Auckland
505926	South Auckland
505927	South Auckland

Annexure Schedule: Contains 8 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

Signature

Signed by Carolyn Ann Shirley as Grantor Representative on 14/07/2010 04:00 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 Carolyn Ann Shirley as Grantee Representative on 14/07/2010 04:00 PM

*** End of Report ***

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

2009/6229EF APPROVED Registrar-General of Land

Grantor

Wairakei International Golf Course Limited

Grantee

Wairakei International Golf Course 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 <i>profit(s) à prendre</i> 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) All on LT 426900	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way	A, B, C	505925	505926 and 505927
	D, F, G	505925	505927
Right to convey water	K, L, M	505925	505926 and 505927
	N	505927	505926
	O, B, P	505925	505926
Right to convey electricity and telecommunications	U, F, V	505925	505926 and 505927
	O, B, P	505925	505926
Right to convey electricity	N	505927	505925 and 505926
Right to convey telecommunications	N	505927	505926
Right to convey geothermal water & right to convey water (for non-potable purposes)	S, R, N	505927	505926
	Q, M, O, B, P	505925	505926
Right to convey geothermal water	S	505927	505925

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 One]~~

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 One]~~

Annexure Schedule 2

1. Terms, Covenants, and Conditions of Easements

Except as modified below, the rights, powers, terms, covenants or restrictions in respect of the easements specified in this Easement Instrument, are those set out in the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007. However, the following order of priority will apply in the event of a conflict between those schedules and this Easement Instrument:

- (a) Any variation contained in this Easement Instrument must prevail over both the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007; and
- (b) The Fifth Schedule to the Property Law Act 2007 must prevail over the Fourth Schedule to the Land Transfer Regulations 2002.

Clause 1 of the Fourth Schedule of the Land Transfer Regulations 2002 is amended as follows in relation to this Easement Instrument:

Lot 1 means the estate in fee simple of that parcel of land being lot 1, Deposited Plan 426900

Lot 2 means the estate in fee simple of that parcel of land being lot 2, Deposited Plan 426900

Lot 3 means the estate in fee simple of that parcel of land being lot 3, Deposited Plan 426900

2. Right to Convey Geothermal Water

- 2.1 The rights, powers, terms, covenants or restrictions in respect of the right to convey geothermal water specified in Schedule A of this Easement Instrument are to be read as those set out in the Fourth Schedule to the Land Transfer Regulations 2002 (including without limitation, clauses 10 to 14 (all inclusive)) subject to the following:

1 Interpretation

Clause 1 is amended by inserting the following definitions:

Geothermal Easement Facilities means all plant, machinery and equipment (including bores, pipelines, vents and vessels) and related electricity power supply lines and cables and accessories necessary for producing, separating, handling, extracting, using and disposing of Geothermal Water subsisting as at the date of this Easement Instrument within the stipulated area.

Geothermal Water means water, steam and water vapour thereof together with other fluids and solids heated within the earth heated, produced or resulting from geothermal activity.

Resource Consent means the resource consent held by the Lot 1 owner at the date of this Instrument (if any) under the Resource Management Act 1991

authorising the taking of Geothermal Water through the Geothermal Easement Facilities.

References to a statute include that statute as amended, re-enacted or replaced from time to time and also to regulations, orders and notices made under or authorised by such statutes and / or regulations.

2.2 New Clause 9A is inserted as follows:

9A Right to Convey Geothermal Water

9A.1 The right to convey Geothermal Water specified in Schedule A includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to:

- (i) use the Geothermal Easement Facilities located in the stipulated area to extract lead and convey Geothermal Water without interruption or impediment from the point of entry through the Geothermal Easement Facilities and over the servient land; and
- (ii) to lead and convey electricity supplies required for the operations of obtaining the Geothermal Water passing through and along the stipulated area for the purposes of, in connection with or incidental to, obtaining and extracting Geothermal Water.

9A.2 The right to convey Geothermal Water without interruption or impediment is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Geothermal Easement Facilities.

9A.3 The Geothermal Easement Facilities referred to in subclause 9A.1 are the Geothermal Easement Facilities laid or to be laid along the stipulated course or stipulated area and any thing in replacement or substitution, except where such replacement or substitution is of the bore located on Lot 3 enabling the extraction of the Geothermal Water, then any replacement or substitution of the bore (and associated facilities) is to be of a like kind, type, capacity and dimension as exists at the date of this Easement Instrument unless otherwise agreed with the owner of Lot 3.

9A.4 Every party to this Easement Instrument agrees that it will indemnify the other parties to this instrument from and against all costs, claims and expense that may be incurred or that may result from a breach by that party of the terms of this Easement Instrument, the Resource Consent or any requirement of any authority having jurisdiction over the Geothermal Water.

9A.5 The owner of Lot 1 covenants for the benefit of the owners of Lot 2 and Lot 3 that it shall at all times for the duration of this grant hold on trust for the owners of Lot 2 and Lot 3 the Resource Consent it holds permitting the taking of Geothermal Water from the Geothermal Easement Facilities. Further, the owner of Lot 1 shall do all such things reasonably necessary to enable the owners of Lot 2 and Lot 3 to have the benefit of that Resource Consent in common with the owner of Lot 1.

9A.6 For the avoidance of doubt, the owner of Lot 1 covenants in favour of the owners of Lot 2 and Lot 3 that:

- (i) it shall not apply for a variation of the Resource Consent which increases the daily, monthly or annual quantity or daily, monthly or annual rate of extraction of the take of Geothermal Water permitted by that Resource Consent as at the date of this Easement Instrument without the prior written consent of the owners of Lot 2 and Lot 3; and
- (ii) it will not use the Geothermal Easement Facilities other than to extract Geothermal Water for normal residential use for one domestic household unit on Lot 1, and not for any use associated with the commercial activities undertaken on Lot 1; and
- (iii) if the Resource Consent lapses or expires, the owner of Lot 1 shall only apply for a resource consent on the same terms and conditions regarding the daily, monthly or annual quantity or daily, monthly or annual rate of extraction of the take of Geothermal Water as set out in the Resource Consent unless otherwise agreed with the owners of Lot 2 and Lot 3.

9A.7 Nothing in this Easement Instrument shall prevent the owner of Lot 1 at any time obtaining any resource consent or installing and/or using any other facility for the extraction of Geothermal Water located or to be located elsewhere within Lot 1.

9A.8 The costs of running and maintaining the Geothermal Easement Facilities (including renewing the Resource Consent and where necessary replacing the bore facility) shall be shared equally by the owners of Lot 1, Lot 2 and Lot 3, subject to clauses 11(5) and 11(6) of the Fourth Schedule of the Land Transfer Regulations 2002.

3. Right of Way

Clause 12 of the Fourth Schedule of the Land Transfer Regulations 2002 is varied as follows in relation to the exercise of the Right of Way set out in Schedule A of this Easement Instrument by the inclusion of new subclauses 7-9 as follows:

- (7) The owner of Lot 1 shall provide to the owners of Lot 2 and Lot 3, at its cost, all necessary security access codes and/or electronic access devices or keys to enable the rights of entry across the stipulated area granted under this Easement Instrument to be exercised. In the event of:
 - (a) any change to any security and/or access arrangements, the owner of Lot 1 will as soon as reasonable practicable and so as not to cause any inconvenience, advise the owners of Lot 2 and Lot 3 of the change, and make available to them the new access codes and/or electronic access devices or keys at the cost of the owner of Lot 1; or
 - (b) either of the owners of Lot 2 or Lot 3 losing the electronic access devices or keys previously provided to it, then the owner of Lot 1 shall upon request (such request to be made

at reasonable times) supply replacement electronic access devices or keys provided that the owner of Lot 2 or Lot 3 (as the case may be) is required to meet reasonable costs of replacement of the electronic access devices or keys.

- (8) The owners of Lot 2 and Lot 3 shall not disclose the security access codes and/or provide the electronic access devices or keys to any persons other than persons residing (whether temporary or otherwise) in the dwelling, and their guests and their housekeepers and caterers, situated on Lot 2 or Lot 3.
- (9) Except as provided in subclause 8, and notwithstanding anything to the contrary herein, any agents, employees, contractors, tenants, licensees and other invitees of the Grantee may not exercise rights of entry across the stipulated area except in compliance with the rules which may be agreed between the owners from time to time regarding access.

4. Right to Convey Water

In respect of the right to convey water for potable purposes:

- 4.1 Clause 3 of the Fourth Schedule of the Land Transfer Regulations 2002 is varied as follows in relation to the Rights to Convey Water set out in Schedule A of this Easement Instrument by the inclusion of new subclause 5 as follows:
 - (5) The owner of Lot 1 must ensure that there is appropriate and suitable water filtration plant located on Lot 1 for the purposes of filtering all water conveyed through the easement facility to a standard and quality required by any authority having jurisdiction over water quality standards for potable water in the area.
- 4.2 Clause 11 of the Fourth Schedule of the Land Transfer Regulations 2002 is varied as follows in relation to the Rights to Convey Water set out in Schedule A of this Instrument by the inclusion of new subclauses 8, 9 and 10 as follows:
 - (8) The owner of Lot 1 covenants for the benefit of the owners of Lot 2 and Lot 3 that it shall take all reasonable steps to ensure that it does all things reasonably necessary for the supply of water to be maintained to Lot 2 and Lot 3.
 - (9) Notwithstanding this clause 11, the owner of Lot 1 shall be responsible for the repair and maintenance of the easement facilities for conveying water located on Lot 1 provided that where the owner of Lot 1 supplies or procures the supply of water to the owners of Lot 2 and Lot 3, they shall each pay, on demand, to the owner of Lot 1 a one quarter share of all costs incurred by owner of Lot 1 in running, repairing and maintaining the easement facility and where necessary, replacement of any part of the water filtration plant where that water filtration plant is associated with the supply to Lot 2 and Lot 3.
 - (10) The Lot 2 and Lot 3 owners shall, on demand, pay to the Lot 1 owner, where the Lot 1 owner is also required to pay for the cost of water consumed to a third party, the cost of the water consumed by each of Lot 2 and Lot 3, as metered,

- (i) at the rate actually charged from time to time by the Wairakei Resort Hotel, being the hotel premises located on the land within Identifiers 46A/340, 44C/786 and 34C/438; or
- (ii) if there is no such rate, and the Lot 1 owner is required to pay for water consumed, then at the current domestic rate charged from time to time by the relevant authority for the supply of potable water within the district

provided that, on the giving of one month's notice, the owner of Lot 2 or the owner of Lot 3 may advise the owner of Lot 1 that from the date specified in the notice, it no longer requires to be supplied with water under this easement facility by the owner of Lot 1 and will no longer be responsible for any costs associated with the running, repair and maintaining the easement facilities. Upon expiry of such notice, the party giving notice shall partially surrender this Easement Instrument at its cost as to the easement contained within this clause 4.

In respect of the right to convey water for non-potable purposes:

4.3 The rights, powers, terms, covenants or restrictions in respect of the right to convey water for non-potable purposes specified in Schedule A of this Instrument are to be read as those set out in the Fourth Schedule to the Land Transfer Regulations 2002 (and not as varied by clauses 4.1 and 4.2 of this Easement Instrument as set out above) in relation to the Right to Convey Water, subject to the following:

- (a) The easement facility shall only be used for supply of water of a quality and standard which is suitable for irrigation purposes.
- (b) That the owner of Lot 1 covenants in favour of the owners of Lot 2 and Lot 3 that it will:
 - (i) at all times use reasonable endeavours and take all reasonably necessary steps and do all such things to keep, repair and maintain a reservoir and all associated pipes, pumps, pump sheds, storage tanks, and other equipment suitable for the purpose for holding, storing and conveying water in a location on Lot 1 (at the discretion of the owner of Lot 1) for the purpose of supplying each of Lot 1, Lot 2 and Lot 3 with water of a quality and standard which is suitable for irrigation purposes; and
 - (ii) meet all the costs associated with maintaining repairing, replacing or relocating the reservoir and all other associated pipes, pumps, pump sheds, storage tanks, and other equipment suitable located on Lot 1 which is used to supply each of Lot 2 and Lot 3.
- (c) The owners of each of Lot 2 and Lot 3 shall pay, on demand, to the owner of Lot 1, where the Lot 1 owner is also required to pay for the cost of water consumed to a third party, the cost of the water consumed by each of Lot 2 and Lot 3, as metered, at the rate charged by the relevant authority for the supply of non-potable water within the district.

- 4.4 Notwithstanding anything to the contrary, the rights and obligations contained in clause 4 of this Easement Instrument shall subsist only for so long as the owner of Lot 1 is lawfully entitled to take and convey water from the Waikato River.



Instrument No. 8504722.3
 Status Registered
 Date & Time Lodged 14 Jul 2010 16:06
 Lodged By Shirley, Carolyn Ann
 Instrument Type Easement Instrument



Affected Computer Registers **Land District**
 505926 South Auckland

Annexure Schedule: Contains 5 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

Signature

Signed by Carolyn Ann Shirley as Grantor Representative on 14/07/2010 04:01 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 Carolyn Ann Shirley as Grantee Representative on 14/07/2010 04:02 PM

*** End of Report ***

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

2009/6229EF APPROVED Registrar-General of Land

Grantor

Wairakei International Golf Course Limited

Grantee

Wairakei International Golf Course Limited

Grant of Easement or *Profit à prendre* or Creation of Covenant

<p>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 <i>profit(s) à prendre</i> 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)</p>

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
Covenant	Lot 2 on DP 426900	505926	505925

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 One]

Form L

Annexure Schedule One

Page of

Pages

Insert instrument type

Covenant

COVENANT**1. Introduction**

- 1.1 The Grantor is registered as proprietor of the Servient Tenement.
- 1.2 It is the Grantor's intention that the Servient Tenement shall be subject to a covenant given for the benefit of the registered proprietor for the time being of the Dominant Tenement and that the Grantee may be entitled to enforce the observance of such covenants by the owner and occupiers from time to time of the Servient Tenement.

2. Covenant

- 2.1 The Grantor for itself, so as to bind the registered proprietor from time to time of the Servient Tenement, covenants and agrees with the Grantee for the benefit of the registered proprietor of the Dominant Tenement from time to time that the Grantor shall always observe and perform the Covenants to the end and intent that the Covenants shall forever enure for the benefit of the Dominant Tenement.
- 2.2 Notwithstanding anything to the contrary contained herein, the Covenants contained herein shall only subsist for so long as Gary Rodney Lane is alive and a Lane Associate has an interest (whether legal or beneficial and direct or indirect) in the Dominant Tenement.

3. Definitions and Interpretation

- 3.1 In this Instrument, unless the context otherwise requires, the following terms shall have the meanings set out opposite them:

"Authority"	each and every local body, government or other authority having jurisdiction or authority over or in respect of the Servient Tenement and/or any Building or the use thereof;
"Building"	any structure, building, improvement now or hereafter erected on the Servient Tenement by the Grantor and, where not repugnant, the context includes any alterations or additions to any structures, buildings or improvements;
"Covenants"	the covenants contained in the attached Schedule;
"Grantee"	the named Grantee and registered proprietors from time to time of the Dominant Tenement;
"Grantor"	the named Grantor and the registered proprietors from time to time of the Servient Tenement;

"Grantor's Associate"	<p>means:</p> <ul style="list-style-type: none"> (a) a person who is a child, grandchild or great grandchild, or other direct lineal descendant, of Trevor Michael Farmer, or a spouse of any such person (whether married or defacto); (b) a trust whose primary beneficiaries include any child, grandchild or great grandchild, or other direct lineal descendant, of Trevor Michael Farmer, or a spouse of any such person (whether married or defacto); or (c) a company which is under the effective management or control of Trevor Michael Farmer or any one of those persons referred to in subparagraphs (a) or (b) above.
"Lane Associate"	<p>means:</p> <ul style="list-style-type: none"> (a) a person who is a child, grandchild or great grandchild, or other direct lineal descendent of Gary Rodney Lane, or a spouse of any such person (whether married or de facto); (b) a trust whose primary beneficiaries include Gary Rodney Lane, any child, grandchild or great grandchild, or other direct lineal descendent of Gary Rodney Lane, or a spouse of any such person (whether married or de facto); or (c) a company which is under the effective management or control of Gary Rodney Lane or any one of those persons referred to in subparagraphs (a) or (b) above.
"Rules"	<p>those reasonable rules put in place from time to time by the Grantee to govern the operation of the golf course (including maintaining or attempting to maintain it rodent free) operated from the Dominant Tenement of which the Grantor has been given written notice.</p>

SCHEDULE**Covenants**

1. If at any time the Grantor desires to erect or construct any Building or carry out any alteration to any existing Building on the Servient Tenement:
 - (a) the Grantor may complete such erection, construction or alteration without the Grantee's prior consent provided that such works are of a standard that is commensurate with the Golf Course as a premier international golf course and such works will not have a material and adverse visual impact from the Golf Course. For the avoidance of doubt, any addition, erection or construction creating or resulting in the addition of any further floors shall be deemed to have a material adverse visual impact from the Golf Course to the intent that any structures on the Servient Tenement must be single level only;
 - (b) in all other cases, the Grantor shall first obtain the Grantee's prior written consent.

2. Where the Grantor erects or constructs any Building or carries out any alteration to any existing Building on the Servient Tenement, the Grantor shall:
 - (a) complete such works in strict accordance with the building bylaws and the regulations of the Relevant Authority and the general law for the time being in force.
 - (b) procure a code compliance certificate to be issued in accordance with the Building Act 2004;
 - (c) obtain such approvals and/or consents as may be required from the Relevant Authority.

3. The Grantor will, and will endeavour to ensure that its guests will, at all times, comply with the Rules.

4. For so long as Gary Rodney Lane is alive and a Lane Associate has an interest (whether legal or beneficial and direct or indirect) in the Dominant Tenement the Grantor shall not transfer, assign or otherwise part with possession of the Servient Tenement to any person other than a Grantor's Associate without first obtaining the prior consent of the Grantee which shall not be unreasonably withheld provided that the Grantee shall not unreasonably withhold its consent where the proposed transferee, assignee or donee is respectable, responsible, solvent and suitable provided that the Grantee may require performance of the following:
 - (a) the Grantor must demonstrate to the reasonable satisfaction of the Grantee that the proposed transferee, assignee or donee is responsible and of sound financial standing and intending to use the Servient Tenement for residential holiday purposes;
 - (b) all costs incurred by the Grantee (whether or not the proposed transfer, assignment or disposition proceeds to completion) must have been paid by the Grantor.



View Instrument Details

Instrument No. 8504722.4
Status Registered
Date & Time Lodged 14 Jul 2010 16:06
Lodged By Shirley, Carolyn Ann
Instrument Type Easement Instrument

Toitu te
Land whenua
Information
 New Zealand



Affected Computer Registers **Land District**
 505927 South Auckland

Annexure Schedule: Contains 5 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

Signature

Signed by Carolyn Ann Shirley as Grantor Representative on 14/07/2010 04:03 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 Carolyn Ann Shirley as Grantee Representative on 14/07/2010 04:04 PM

*** End of Report ***

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

2009/6229EF APPROVED Registrar-General of Land

Grantor

Wairakei International Golf Course Limited

Grantee

Wairakei International Golf Course Limited

Grant of Easement or *Profit à prendre* or Creation of Covenant

<p>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 <i>profit(s) à prendre</i> 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)</p>

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
Covenant	Lot 3 on DP 426900	505927	505925

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

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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

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[Annexure Schedule **One**]

Form L

Annexure Schedule One

Page of

Pages

Insert instrument type

Covenant

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"Grantor"	the named Grantor and the registered proprietors from time to time of the Servient Tenement;

<p>"Grantor's Associate"</p>	<p>means:</p> <ul style="list-style-type: none"> (a) a person who is a child, grandchild or great grandchild, or other direct lineal descendant, of Peter Francis, or a spouse of any such person (whether married or defacto); (b) a trust whose primary beneficiaries include any child, grandchild or great grandchild, or other direct lineal descendant, of Peter Francis, or a spouse of any such person (whether married or defacto); or (c) a company which is under the effective management or control of Peter Francis or any one of those persons referred to in subparagraphs (a) or (b) above.
<p>"Lane Associate"</p>	<p>means:</p> <ul style="list-style-type: none"> (a) a person who is a child, grandchild or great grandchild, or other direct lineal descendent of Gary Rodney Lane, or a spouse of any such person (whether married or de facto); (b) a trust whose primary beneficiaries include Gary Rodney Lane, any child, grandchild or great grandchild, or other direct lineal descendent of Gary Rodney Lane, or a spouse of any such person (whether married or de facto); or (c) a company which is under the effective management or control of Gary Rodney Lane or any one of those persons referred to in subparagraphs (a) or (b) above.
<p>"Rules"</p>	<p>those reasonable rules put in place from time to time by the Grantee to govern the operation of the golf course (including maintaining or attempting to maintain it rodent free) operated from the Dominant Tenement of which the Grantor has been given written notice.</p>

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 - (b) all costs incurred by the Grantee (whether or not the proposed transfer, assignment or disposition proceeds to completion) must have been paid by the Grantor.



View Instrument Details

Instrument No. 9205531.1
Status Registered
Date & Time Lodged 19 Oct 2012 11:15
Lodged By Carey, Richard Anthony
Instrument Type Climate Change Response Act 2002 - Notice of status under s195(2)



Affected Computer Registers Land District

407522	Nelson
407524	Nelson
407525	Nelson
407526	Nelson
407527	Nelson
407528	Nelson
407529	Nelson
407530	Nelson
407531	Nelson
407532	Nelson
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407558	Nelson
407560	Nelson
407561	Nelson
407562	Nelson
407563	Nelson
407564	Nelson

Affected Computer Registers Land District

407565	Nelson
407566	Nelson
407575	Nelson
407579	Nelson
407580	Nelson
41112	Canterbury
427102	Otago
45898	Canterbury
462935	Canterbury
46621	Hawkes Bay
471057	Wellington
471059	Wellington
504141	Wellington
505925	South Auckland
508528	Hawkes Bay
510816	South Auckland
519534	South Auckland
520747	Canterbury
52115	South Auckland
521406	Canterbury
522403	Canterbury
53058	Marlborough
530926	Southland
531575	North Auckland
53447	South Auckland
544808	Southland
547418	Wellington
547419	Wellington
5480	Canterbury
5482	Canterbury
554481	Canterbury
56271	Canterbury
568583	North Auckland
568611	North Auckland
593977	Nelson
60702	Hawkes Bay
7667	Southland
78278	Gisborne
87243	Taranaki
CB13A/924	Canterbury
CB17A/804	Canterbury
CB21B/781	Canterbury
CB21F/1434	Canterbury
CB23A/973	Canterbury
CB24A/664	Canterbury

Affected Computer Registers Land District

CB26B/763	Canterbury
CB26F/47	Canterbury
CB26K/585	Canterbury
CB26K/586	Canterbury
CB29K/392	Canterbury
CB30B/685	Canterbury
CB32B/693	Canterbury
CB339/292	Canterbury
CB33F/100	Canterbury
CB34A/113	Canterbury
CB34D/330	Canterbury
CB34D/332	Canterbury
CB34D/806	Canterbury
CB35B/395	Canterbury
CB35D/157	Canterbury
CB35D/3	Canterbury
CB35D/467	Canterbury
CB36A/195	Canterbury
CB38C/339	Canterbury

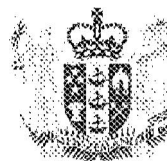
Annexure Schedule: Contains 5 Pages.

Signature

Signed by Dong-On Lee as Crown Representative on 17/10/2012 05:56 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

Legal Description	District Council	Title
Lot 1 DP 6255	TASMAN REGION	407522
Part Section 47 District of Wai-iti Hills	TASMAN REGION	593977
Part Section 49 District of Wai-iti Hills	TASMAN REGION	593977
Part Section 52 District of Wai-iti Hills	TASMAN REGION	593977
Section 10 SO 435140	TASMAN REGION	593977
Part Section 58 District of Wai-iti Hills	TASMAN REGION	593977
Section 51 District of Wai-iti Hills	TASMAN REGION	593977
Section 53 District of Wai-iti Hills	TASMAN REGION	593977
Section 3 Block III Gordon SD	TASMAN REGION	407524
Section 85 Wai-iti Hills DIST	TASMAN REGION	407524
Lot 3 DP 1496	TASMAN REGION	407525
Section 6 Block VII Gordon SD	TASMAN REGION	407526
Section 7 Block VII Gordon SD	TASMAN REGION	407526
Section 48 Block II Gordon SD	TASMAN REGION	407527
Part Section 64 Wai-iti Hills DIST	TASMAN REGION	407528
Part Section 65 Wai-iti Hills DIST	TASMAN REGION	407528
Lot 2 DP 11406	TASMAN REGION	407529
Part Lot 1 DP 9611	TASMAN REGION	407530
Part Lot 2 DP 9611	TASMAN REGION	407530
Part Lot 2 DP 1496	TASMAN REGION	407531
Part Lot 1 DP 1496	TASMAN REGION	407532

Lot 2 DP 12441	TASMAN REGION	407533
Lot 3 DP 12441	TASMAN REGION	407533
Lot 4 DP 12441	TASMAN REGION	407533
Lot 5 DP 12441	TASMAN REGION	407533
Lot 6 DP 12441	TASMAN REGION	407533
Lot 8 DP 12441	TASMAN REGION	407533
Section 3 Block XII Tadmor SD	TASMAN REGION	407534
Section 18 Block VIII Tadmor SD	TASMAN REGION	407535
Section 12 Block XII Tadmor SD	TASMAN REGION	407536
Section 26 Block XII Tadmor SD	TASMAN REGION	407536
Section 29 Block VIII Tadmor SD	TASMAN REGION	407537
Section 30 Block XII Tadmor SD	TASMAN REGION	407537
Section 31 Block XII Tadmor SD	TASMAN REGION	407537
Section 34 Block XII Tadmor SD	TASMAN REGION	407537
Part Section 3 Block V Gordon SD	TASMAN REGION	407538
Section 25 Block VIII Tadmor SD	TASMAN REGION	407538
Section 26 Block VIII Tadmor SD	TASMAN REGION	407538
Lot 1 DP 13020	TASMAN REGION	407539
Lot 1 DP 13234	TASMAN REGION	407540
Part Section 199 SQ 2	TASMAN REGION	407540
Section 218 SQ 2	TASMAN REGION	407541
Section 190 SQ 2	TASMAN REGION	407542
Section 26 Block VII Wai-Iti SD	TASMAN REGION	407542
Part Section 41 SQ 2	TASMAN REGION	407543
Section 8 Block VIII Wai-Iti SD	TASMAN REGION	407544
Part Lot 1 DP 767	TASMAN REGION	407545
Part Lot 3 DP 1542	TASMAN REGION	407546
Part Lot 4 DP 1542	TASMAN REGION	407546
Section 9 Block XIV Wai-Iti SD	TASMAN REGION	407547
Lot 2 DP 10916	TASMAN REGION	407548
Section 35 Block XIV Wai-Iti SD	TASMAN REGION	407549
Lot 3 DP 10916	TASMAN REGION	407550
Section 12 Block XIV Wai-Iti SD	TASMAN REGION	407551
Section 13 Block XIV Wai-Iti SD	TASMAN REGION	407551
Section 3 Block XIV Wai-Iti SD	TASMAN REGION	407552
Section 4 Block XIV Wai-Iti SD	TASMAN REGION	407552
Section 10 Block XIV Wai-Iti SD	TASMAN REGION	407553
Lot 1 DP 10916	TASMAN REGION	407554
Section 6 Block XV Waimea SD	TASMAN REGION	407555
Section 15 Block XV Waimea SD	TASMAN REGION	407556
Section 7 Block XVI Waimea SD	TASMAN REGION	407557
Section 99 SQ 1	TASMAN REGION	407558
Section 13 Block XV Waimea SD	TASMAN REGION	407560
Section 2 Block III Howard SD	TASMAN REGION	407561
Section 3 Block III Howard SD	TASMAN REGION	407561

Section 7 Block IV Howard SD	TASMAN REGION	407561
Section 4 Block III Howard SD	TASMAN REGION	407562
Section 6 Block IV Howard SD	TASMAN REGION	407562
Lot 2 DP 10167	TASMAN REGION	407563
Lot 1 DP 10167	TASMAN REGION	407564
Lot 1 DP 12020	TASMAN REGION	407565
Part Section 1 SO 14448	TASMAN REGION	407566
Section 1 SO 15079	TASMAN REGION	407575
Lot 1 DP 19327	TASMAN REGION	407579
Lot 1 DP 19438	TASMAN REGION	407580
Lot 1 DP 310479	CANTERBURY REGION	41112
Lot 2 DP 23819	OTAGO REGION	427102
Lot 3 DP 301254	CANTERBURY REGION	45898
Lot 2 DP 311612	CANTERBURY REGION	45898
Lot 2 DP 414606	CANTERBURY REGION	462935
Sec 9 SO 2678	MANAWATU-WANGANUI REGION	46621
Lot 3 DP 418430	MANAWATU-WANGANUI REGION	471057
Lot 1 DP 418430	MANAWATU-WANGANUI REGION	471059
Lot 1 DP 426466	WELLINGTON REGION	504141
Lot 1 DP 426900	WAIKATO REGION	505925
Lot 2 DP 427443	HAWKE'S BAY REGION	508528
Lot 1 DPS 89539	WAIKATO REGION	510816
Sec 1 SO 424510	WAIKATO REGION	510816
Taumatotara No 1C No 2 Block	WAIKATO REGION	519534
Lot 2 DP 430141	CANTERBURY REGION	520747
Lot 1 DP 313236	WAIKATO REGION	52115
Pt Lot 1 DP 2222	CANTERBURY REGION	521406
Lot 2 DP 431747	CANTERBURY REGION	522403
Lot 1 DP 5168	MARLBOROUGH REGION	53058
Lot 3 DP 313440	MARLBOROUGH REGION	53058
Lot 2 DP 434754	SOUTHLAND REGION	530926
Lot 1 DP 434982	NORTHLAND REGION	531575
Lot 1 DP 313530	WAIKATO REGION	53447
Lot 4 DP 439475	SOUTHLAND REGION	544808
Sec 11 Blk IX Chatton SD	SOUTHLAND REGION	544808
Lot 1 DP 440506	MANAWATU-WANGANUI REGION	547418
Lot 2 DP 440506	MANAWATU-WANGANUI REGION	547419
Rural Section 32460	CANTERBURY REGION	5480
Lot 4 DP 301254	CANTERBURY REGION	5482
Pt Lot 2 DP 5368	CANTERBURY REGION	554481
Pt Lot 2 DP 27277	CANTERBURY REGION	56271
Sec 4 VILLAGE OF Mamari	NORTHLAND REGION	568583
Sec 27 Blk IV Punikitere SD	NORTHLAND REGION	568611

Lot 4 DP 315410	HAWKE'S BAY REGION	60702
Lot 1 DP 301890	SOUTHLAND REGION	7667
Tawaroa Topu Block	BAY OF PLENTY REGION	78278
Lot 2 DP 321826	TARANAKI REGION	87243
Sec 15 Blk XVIII Lowry Peaks SD	CANTERBURY REGION	CB13A/924
Pt Rural Section 18840	CANTERBURY REGION	CB17A/804
Pt Rural Section 23128	CANTERBURY REGION	CB17A/804
Rural Section 17619	CANTERBURY REGION	CB17A/804
Rural Section 22373	CANTERBURY REGION	CB17A/804
Sec 1 Blk IV Cheviot SD	CANTERBURY REGION	CB21B/781
Sec 10 SO1374	CANTERBURY REGION	CB34D/806
Part Sec 3 Block XIV Lowry Peaks SD	CANTERBURY REGION	CB21F/1434
Lot 4 DP 44001	CANTERBURY REGION	CB23A/973
Rural Section 19002	CANTERBURY REGION	CB23A/973
Sec 64 Albury SETTLEMENT	CANTERBURY REGION	CB24A/664
Sec 14A Sherwood Downs SETTLEMENT	CANTERBURY REGION	CB26B/763
Lot 1 DP 4134	CANTERBURY REGION	CB26F/47
Rural Section 30239	CANTERBURY REGION	CB26K/585
Rural Section 28584	CANTERBURY REGION	CB26K/586
Sec 4 Blk IV Lowry Peaks SD	CANTERBURY REGION	CB29K/392
Lot 2 DP 50282	CANTERBURY REGION	CB30B/685
Lot 4 DP 50282	CANTERBURY REGION	CB30B/685
Rural Section 41783	CANTERBURY REGION	CB32B/693
Pt Lot 3 DP 5976	CANTERBURY REGION	CB339/292
Lot 1 DP 56619	CANTERBURY REGION	CB33F/100
Pt Lot 1 DP 3441	CANTERBURY REGION	CB34A/113
Lot 2 DP 59218	CANTERBURY REGION	CB34D/330
Lot 4 DP 59218	CANTERBURY REGION	CB34D/332
Lot 1 DP 58827	CANTERBURY REGION	CB35B/395
Rural Section 37520	CANTERBURY REGION	CB35D/157
Rural Section 37569	CANTERBURY REGION	CB35D/3
Rural Section 40348	CANTERBURY REGION	CB35D/3
Rural Section 37567	CANTERBURY REGION	CB35D/467
Rural Section 37706	CANTERBURY REGION	CB35D/467
Rural Section 37502	CANTERBURY REGION	CB36A/195
Lot 1 DP 15297	CANTERBURY REGION	CB38C/339
Lot 2 DP 15297	CANTERBURY REGION	CB38C/339

Date: 16 October 2012

Signature:  Date: 16/10/2012

Simon Petrie
Assistant Manager ETS
Ministry for Primary Industries

Acting under delegated authority

ETS-2012-10-05-B



Instrument No. 10467472.1
 Status Registered
 Date & Time Lodged 27 Oct 2016 14:54
 Lodged By McAuley, Beth
 Instrument Type Easement Instrument



Affected Computer Registers	Land District
505925	South Auckland
505927	South Auckland

Annexure Schedule: Contains 3 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 8515783.2 has consented to this transaction and I hold that consent

Signature

Signed by Nicholas James Wilson as Grantor Representative on 21/10/2016 02:23 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 Jacqueline Antoinette Gray as Grantee Representative on 27/10/2016 12:55 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)

Land registration district

SOUTH AUCKLAND

Grantor

**WAIRAKEI INTERNATIONAL GOLF COURSE LIMITED;
PETER EDWARD FRANCIS, DEBORAH ANN FRANCIS and NIGEL GEOFFREY LEDGARD
BURTON**

Grantee

UNISON NETWORKS 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)

Dated this day of 2016.

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 (Identifier/Computer Register)	Dominant Tenement (Identifier/Computer Register) or in gross
Right to convey Electricity and Right to convey Telecommunications and Electronic Data	A, C, D on DP 496106	Lot 1 DP 426900 (505925)	In gross
	B on DP 496106	Lot 3 DP 426900 (505927)	

continued

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002

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 1]

Covenant provisions

~~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 1

Page of Pages

Insert instrument type

Easement

Dated:

*Continue in additional Annexure Schedule, if required***EASEMENT RIGHTS AND POWERS (INCLUDING TERMS COVENANTS AND CONDITIONS)**

The rights and powers implied in the above easements are those prescribed by the Fourth Schedule to the Land Transfer Regulations 2002 ("the Fourth Schedule") but modified as set out below. Where the modifications and the Fourth Schedule are in conflict the modifications must prevail.

Modifications

1. The right to convey electronic data has the same rights and powers as provided in the Fourth Schedule for "computer media" (subject to the modifications in this instrument).
2. The term "invitee" shall include any wholly owned subsidiary of the Grantee.
3. In exercising the right of entry to carry out any work on the easement facility, the Grantee will (except in an emergency) give the Grantor 48 hours prior notice before entering onto the servient land.
4. (a) The Grantor must not place any buildings erections or fences on the stipulated course or plant or suffer or allow to grow any tree or shrub on or near the stipulated course that may interfere with any easement facility and will not do or omit to do or allow or suffer any things which may interfere in any way with the Grantee's rights herein.

(b) Where in the sole opinion of the Grantee any tree or shrub, whether in or near the stipulated course, is causing or is likely to cause interference with the easement facility or access to it, the Grantor must at the request of the Grantee remove or trim back the offending tree or shrub, and the provisions of Clause 13 of the Fourth Schedule will apply.
5. Nothing in this easement compels the Grantee to convey electricity or telecommunications or electronic data through the easement facility, and the Grantee may discontinue and recommence such usage at will.
6. Nothing in this easement restricts limits abrogates or abridges any rights powers or remedies vested in the Grantee by any statute or regulation or statutory rule.
7. The Grantor and Grantee agree that all lines, poles, transformers, cables and other equipment within the easement facility associated with this easement are the property of the Grantee.
8. The Grantor shall be responsible for the cost of any repair or replacement of the easement facility (including lines, poles, transformers, cables and other equipment within the easement facility) on the servient tenement that is necessary because of any act or omission by the Grantor (which includes agents, employees, contractors, subcontractors and invitees of the Grantor).



View Instrument Details

Instrument No. 11948753.1
 Status Registered
 Date & Time Lodged 20 Aug 2021 16:16
 Lodged By Barker, David Gerard
 Instrument Type Easement Instrument

Toitu te
Land whenua
Information
 New Zealand



Affected Records of Title	Land District
505925	South Auckland
505926	South Auckland
505927	South Auckland

Annexure Schedule Contains 2 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
- Encumbrance 8515783.2 does not affect the burdened land, therefore the consent of the Encumbrancee is not required
- Encumbrance 8515802.2 does not affect the burdened land, therefore the consent of the Encumbrancee is not required

Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 26/08/2021 02:32 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 David Gerard Barker as Grantee Representative on 25/08/2021 02:45 PM

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Wairakei International Golf Course Limited

Grantee

Tappenden Holdings Limited & Peter Edward Francis & Viaduct Trustee Services (Francis) Limited

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land 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, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of Easement, or <i>profit</i>	Shown DP 554931	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Water & Telecommunications	A	Lot 1 DP426900 - 505925	Lot 2 DP426900 - 505926 Lot 3 DP426900 - 505927
	B		Lot 3 DP426900 - 505927
	C		Lot 2 DP426900 - 505926
	D		Lot 2 DP426900 - 505926

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

Notwithstanding anything to the contrary expressed or implied herein the rights of the Grantee shall be limited to the right to:

- (a) install and maintain each easement facility only under the surface of the easement area; and
- (b) convey water and telecommunications through the easement facility and under, but not above, the surface of the easement area;

to the intent that no part of the easement facility may be above the natural ground level of the Easement Area.

For the avoidance of doubt, except as modified above the rights and powers implied in respect of a right to convey telecommunications and a right to convey water by the Land Transfer Regulations 2018 apply.