



**COMPUTER FREEHOLD REGISTER  
UNDER LAND TRANSFER ACT 1952**



**Search Copy**

  
R. W. Muir  
Registrar-General  
of Land

**Identifier** NA4D/277  
**Land Registration District** North Auckland  
**Date Issued** 04 November 1964

**Prior References**

NA997/55

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**Estate** Fee Simple  
**Area** 4.1824 hectares more or less  
**Legal Description** Lot 5 Deposited Plan 53808

**Proprietors**

Croyden Russell Vincent and Janice Ann Vincent

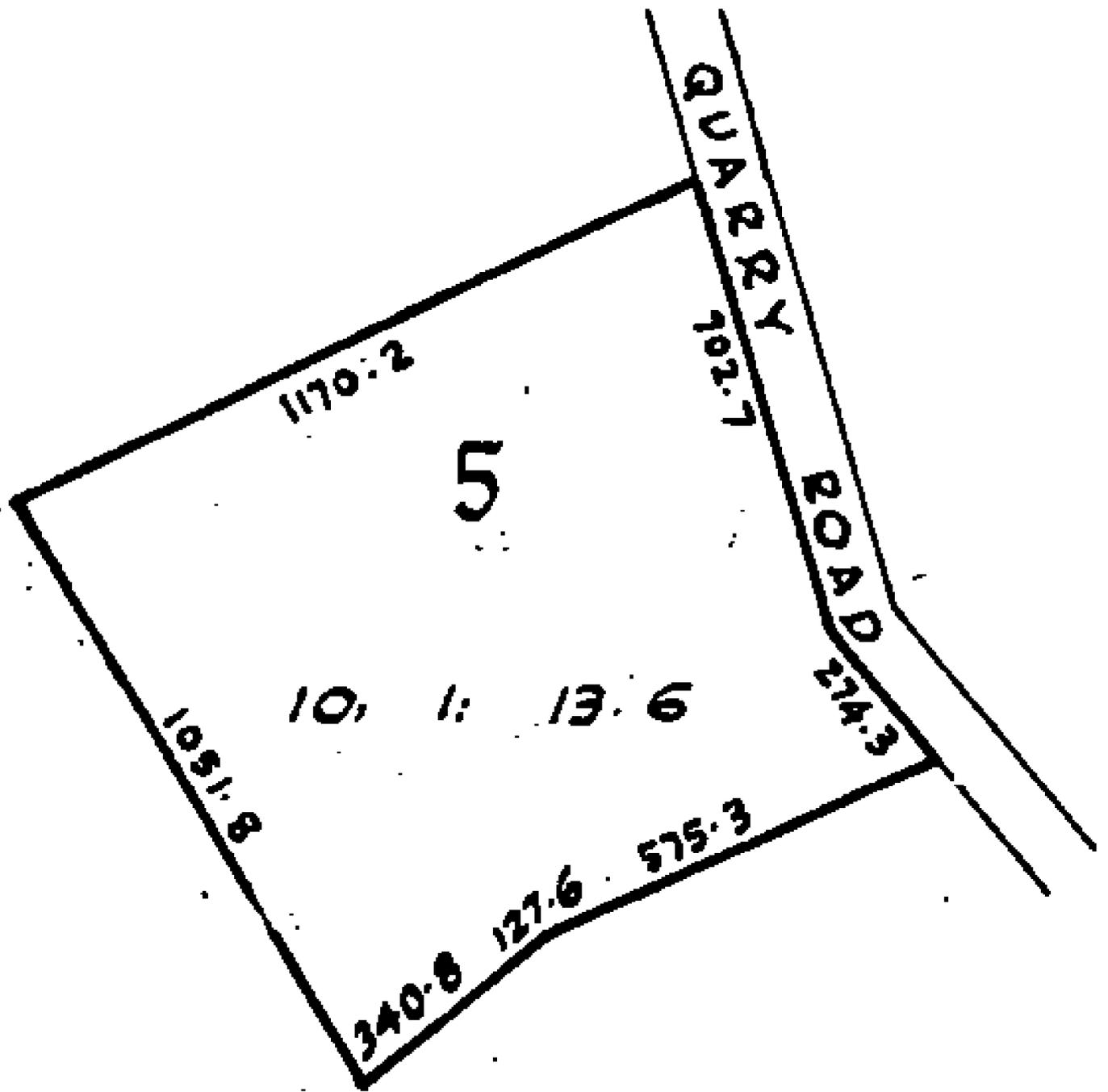
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**Interests**

Land Covenant in Deed D698261.2 - 11.4.2002 at 3.15 pm

Subject to a right to emit or discharge contaminants (including odour) created by Transfer D698261.1 - 11.4.2002 at 3.15 pm

5304067.2 Mortgage to Westpac Banking Corporation - 2.8.2002 at 2:15 pm



D 69 82 61.1 TE

**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

**NORTH AUCKLAND**

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

4D	277	All	
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Transferor Surnames must be underlined or in CAPITALS

**WASTE MANAGEMENT N.Z. LIMITED**

Transferee Surnames must be underlined or in CAPITALS

**MANUKAU CITY COUNCIL**

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

**Easement for the rights to emit or discharge contaminants into air (including odour) as described in the Annexure Schedule**  
*Subject to Covenant C555118'*

Consideration

**\$1.00 (plus GST)**

Operative Clause

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

Dated this 8th day of April 2002

Attestation

Signed by WASTE MANAGEMENT N.Z. LIMITED by: Director Director <i>Handwritten Signature</i> Signature, or common seal of Transferor	Signed in my presence by the Transferor Signature of Witness _____ <b>Witness to complete in BLOCK letters</b> <i>(unless typewritten or legibly stamped)</i> Witness name Occupation Address

Certified correct for the purposes of the Land Transfer Act 1952  
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

# CONSENT OF CAVEATOR



Caveat Number: **C.555118.1**

Land Registry: **NORTH AUCKLAND**

## WASTE CARE LIMITED

in whose name the said

Caveat has been entered against the land comprised and described in Certificate of Title **17D/276**

**DOTH HEREBY CONSENT** to

**the registration of the following:**

- (1) Transfer creating an easement for the rights to emit or discharge contaminants into air, granted by Waste Management N.Z. Limited in favour of the Manukau City Council, in respect of Certificates of Title ~~4D/277~~, 17D/276, 872/5, ~~932/255~~ and ~~778/21~~.
- (2) Deed of Land Covenant granted by Waste Management N.Z. Limited in favour of the Manukau City Council, in respect of Certificates of Title ~~4D/277~~, 17D/276, 872/5, ~~932/255~~ and ~~778/21~~.

but without prejudice to the Caveat and to the rights protected by it.

Dated at

*Auckland*

this *8* day of

*April* 2002

EXECUTED by the Caveator

**WASTECARE LIMITED by its solicitor and duly authorised agent  
ALLAN RICHARD McRAE**

in the presence of:

A large, stylized handwritten signature in black ink, likely belonging to Allan Richard McRae.

A smaller handwritten signature in black ink, likely belonging to Damon Brandon Lishman.

**Damon Brandon Lishman  
Solicitor-  
Auckland**

Correct for the purposes of the  
Land Transfer Act 1952

A handwritten signature in black ink, likely belonging to the Solicitor for the Caveator.

Solicitor for the Caveator

# CONSENT OF CAVEATOR



**WASTE CARE LIMITED**

..... Caveator

**MANUKAU CITY COUNCIL**

..... Registered Proprietor

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

.....  
**Assistant / District Land Registrar of the**

**District of .....**

Law Firm Acting
<b>Chapman Tripp Sheffield Young Solicitors AUCKLAND</b>

Annexure Schedule

TRANSFER

Dated

[ ]

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of

3

Pages



CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

GRANT OF RIGHT TO EMIT OR DISCHARGE CONTAMINANTS FROM THE LANDFILL INTO AIR (INCLUDING ODOUR)

Recitals

A Waste Management N.Z. Limited, a registered company with its registered office in Auckland (the Grantor) is registered as proprietor of an estate in fee simple in all that parcel of land described in Certificate of Title 4D/277 (North Auckland) (the Servient Land).

B Manukau City Council, (the Grantee) is registered as the proprietor of an estate in fee simple in all those parcels of land described in the Certificates of Title Part Allotment 37, Parish of Maraetai (area 83.6813 ha) as shown on CT 17D/276 and the contiguous areas of Waikopua Road; Part Allotment 37, Parish of Maraetai (area 2.0246 ha) as shown on CT 872/5; Part Allotment 37, Parish of Maraetai (area ~~new~~ 137D/294 0.4046 ha) as shown on CT ~~778/21~~ and Part Allotment 37, Parish of Maraetai (area 0.0860 ha) as shown on CT 932/255 (the Dominant Land).

Grant of Easement

The Grantor transfers and grants to the Grantee to be appurtenant to the Dominant Land until such time as the operational life and post-closure aftercare periods in relation to the Whitford Sanitary Landfill located on Whitford Maratei Road, Whitford (the Landfill) operated on the Dominant Land have expired, an Easement for the right to emit or discharge contaminants into air (including odour) from the Dominant Land at all times, where those emissions or discharges arise from the use of the Dominant Land for the purposes of the development, operation, and post-closure aftercare of the Landfill operated thereon (notwithstanding the fact that such emission or discharge may not (absent this Easement) be expressly allowed by law), on to, or over, the Servient Land.

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]

# Annexure Schedule



Insert below  
"Mortgage", "Transfer", "Lease" etc

Transfer

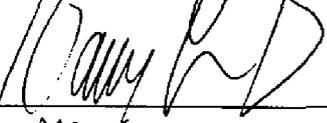
Dated

Page 3 of 3 Pages

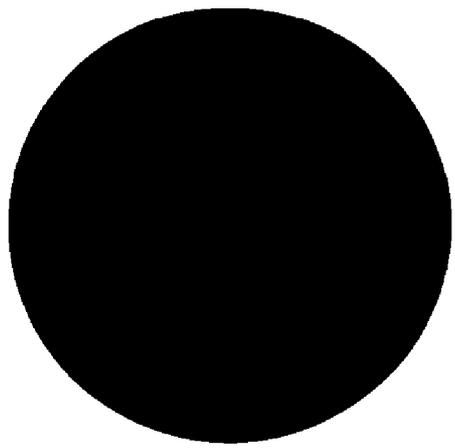
## CONTINUATION OF "ATTESTATION"

Signed for and on behalf of  
MANUKAU CITY COUNCIL  
by its attorney:

  
\_\_\_\_\_

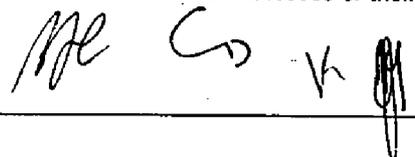
in the presence of:  
  
\_\_\_\_\_

Signature of Witness Mayor



Name:  
Occupation:  
Address:

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.



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



# TRANSFER

Land Transfer Act 1952

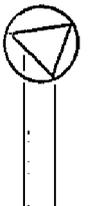
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PRODUCED 3.15 11.APR02 D 6982611  
19.4.2002  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND

Law Firm Acting
<b>Chapman Tripp Sheffield Young</b> Solicitors AUCKLAND

Auckland District Law Society  
REF: 4135 /4

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



D 698261.2 COV

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Date 8 April 2002

*Parties*

WASTE MANAGEMENT N.Z. LIMITED (*the Grantor*)

MANUKAU CITY COUNCIL (*the Grantee*)

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DEED OF LAND COVENANT

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 **Chapman Tripp**  
*Barristers & Solicitors* NEW ZEALAND

# DEED OF LAND COVENANT

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Date: 8 April 2002

## PARTIES

- (1) WASTE MANAGEMENT N.Z. LIMITED, a registered company with its registered office in Auckland (*the Grantor*)
- (2) MANUKAU CITY COUNCIL, at Auckland (*the Grantee*)

## BACKGROUND

- A Waste Management N.Z. Limited, a registered company with its registered office at Auckland (*the Grantor*), is registered as proprietor of an estate in fee simple in all that parcel of land described in the Certificate of Title 4D/277 (North Auckland) (*the Servient Land*).
- B Manukau City Council, (*the Grantee*) is registered as the proprietor of an estate in fee simple in all those parcels of land described in the Certificates of Title Part Allotment 37, Parish of Maraetai (area 83.6813 ha) as shown on CT 17D/276 and the contiguous areas of Waikopua Road; Part Allotment 37, Parish of Maraetai (area 2.0246 ha) as shown on CT 872/5; Part Allotment 37, Parish of Maraetai (area 0.4046 ha) as shown on CT 778/21 and Part Allotment 37, Parish of Maraetai (area 0.0860 ha) as shown on CT 932/255 (*the Dominant Land*).

**BY THIS DEED** the parties agree and covenant as follows:

- 1 The Grantor for itself and its successors in title so as to bind the Servient Land hereby agrees and covenants with the Grantee and its successors in title to the Dominant Land for the benefit of the Dominant Land with the intent that the Grantor, its respective successors in title and any person deriving title from it, shall at all times whilst it has an interest in the Servient Land be bound by this covenant as follows:
  - (a) This covenant applies to any *application* for resource consent made by any person to the relevant Consent Authority under section 88 of the Resource Management Act 1991 (*RMA*) after the date hereof relating to the continued development, operation, and post-closure aftercare of a landfill on the Dominant Land, being the use of the Dominant Land or any part thereof for the storage, transfer, treatment, or disposal of waste materials, or for other waste-management purposes, or for composting organic materials during the operational life and post-closure aftercare period of the landfill. For the avoidance of doubt, this covenant shall also apply to:
    - (i) any *application* for change or cancellation of consent conditions under section 127 of the RMA, or any *review* of consent conditions by the Consent Authorities under sections 128 or 129 of the RMA; and

- (ii) any *requirement* for a designation given under sections 168 or 168A of the RMA, any *outline plan* submitted under section 176A of the RMA, any requirement to *alter* a designation given under section 181 of the RMA, and any *notice* requiring a designation to be included in a proposed plan under clause 4 of the First Schedule to the RMA

(hereinafter referred to together as an "*application*").

- (b) The Grantor shall and hereby surrender with immediate effect the right as a person who may be directly affected by an *application* to receive notice of the application under section 93(1)(e) of the RMA, and shall not request that the relevant Consent Authority serve on it notice of an *application*.
- (c) The Grantor shall and hereby surrender with immediate effect the right to make submissions about an *application* under section 96 or clauses 6 and 8 of the First Schedule of the RMA, and shall not make a submission about an *application*.
- (d) The Grantor shall and hereby surrender with immediate effect the right to appeal to the Environment Court against the whole or any part of a decision by the relevant Consent Authority or Territorial Authority or Requiring Authority (as the case may be) on an *application* under sections 120 or 174 or clause 14 of the First Schedule of the RMA (including any rights of further appeal on a question of law, additional appeals on points of law, or to the Court of Appeal under sections 299, 305, and 308 of the RMA), and shall not exercise any right of appeal against the decision of the relevant Authority on an *application*.
- (e) The Grantor shall and hereby surrender with immediate effect the right to become a party to proceedings under section 271A of the RMA, the right to be represented at proceedings under section 274 of the RMA, and the right to appear and be heard on appeal under sections 301 or 308 of the RMA, and shall not exercise any such rights in relation to an appeal against the decision of the relevant Consent Authority or Territorial Authority or Requiring Authority (as the case may be) on an *application*.

In addition,

- (f) This covenant shall also apply to any right of *complaint* or *application* under sections 17, 35, 311, 316, 322, 338, 343A of the RMA relating to the continued development, operation, and post-closure aftercare of the Dominant Land for the purposes of a landfill, as described in clause 1(a).
- (g) In particular (but without limitation), the Grantor shall and hereby surrender with immediate effect the right to make a *complaint* to the relevant Consent Authority or the Environment Court:
  - (i) About any emission or discharge of contaminants from the Dominant Land (including odour) into air (the emission or discharge of which is

provided for by an Easement created at or about the date of this Covenant) which is expressly allowed by a rule in a regional or district plan, a resource consent, a designation, or regulations made under the RMA, and seeking that a declaration or enforcement order be made by the Environment Court under sections 311 or 316 of the RMA, an abatement or infringement notice be served by a duly authorised enforcement officer under sections 324 or 343A of the RMA, or that criminal proceedings be commenced in the District Court by the relevant Consent Authority under section 338 of the RMA: or

- (ii) Alleging that any emission or discharge of contaminants from the Dominant Land (including odour) into air (the emission or discharge of which is provided for by an Easement created at or about the date of this Covenant) is not expressly allowed by a rule in a regional or district plan, a resource consent, a designation, or regulations made under the RMA, and seeking that a declaration or enforcement order be made by the Environment Court under sections 311 or 316 of the RMA, an abatement or infringement notice be served by a duly authorised enforcement officer under sections 324 or 343A of the RMA, or that criminal proceedings be commenced in the District Court by the relevant Consent Authority under section 338 of the RMA, in circumstances where (pending final determination of an *application*) an *application* has been made which would following the grant of consent or confirmation of a designation (or alteration of designation) expressly allow the activity which forms the subject matter of the complaint to be carried on by the Grantee and/or its agents, managers, employees, licensees, and invitees.
- (h) For the avoidance of doubt, the Grantor also covenants and agrees that it shall:
- (i) not at any time after the date hereof aid, abet, counsel, or procure any other person to exercise any of the rights under the RMA referred to in this Deed of Covenant (either on behalf of the Grantor or otherwise) in relation to the continued development, operation, and post-closure aftercare of the Dominant Land as a landfill and any actual or potential adverse environmental effects it may have on the environment; and
  - (ii) hereby surrender with immediate effect any right of action the Grantor may have independent of the provisions of the RMA under any other Act, regulation, bylaw, or rule of law (including without limitation any right of action in *nuisance*) applicable to the continued development, operation, and post-closure aftercare of a landfill on the Dominant Land (including, but without limitation, the emission or discharge of contaminants from the Dominant Land into air) and any actual or potential adverse effects this may have on the Servient Land.



IN WITNESS WHEREOF the parties have executed these presents the  
day of \_\_\_\_\_ 2002

EXECUTED by the Grantor )  
by: )

) \_\_\_\_\_  
) *Director*  
) \_\_\_\_\_  
) \_\_\_\_\_

*Director Du Hovved Signer*

\_\_\_\_\_ )  
*in the presence of:*

\_\_\_\_\_ )  
*Name:*  
*Address:*  
*Occupation:*

**DEED OF LAND COVENANT**

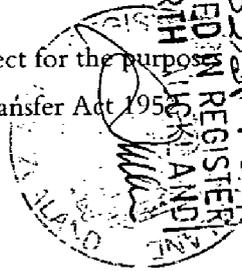
Land Transfer Act 1952

4D/277

Law Firm Acting
Chapman Tripp Sheffield Young Solicitors Auckland

(2) / Cou - 38  
(4D/277)

Certified Correct for the purpose  
of the Land Transfer Act 1952



PRODUCED 15 11 APR 02 D 698261  
ENTERED  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND

LINZ COPY

Solicitor for the Grantee

