



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




R. W. Muir
Registrar-General
of Land

Identifier **833752**
Land Registration District **Hawkes Bay**
Date Issued 18 April 2018

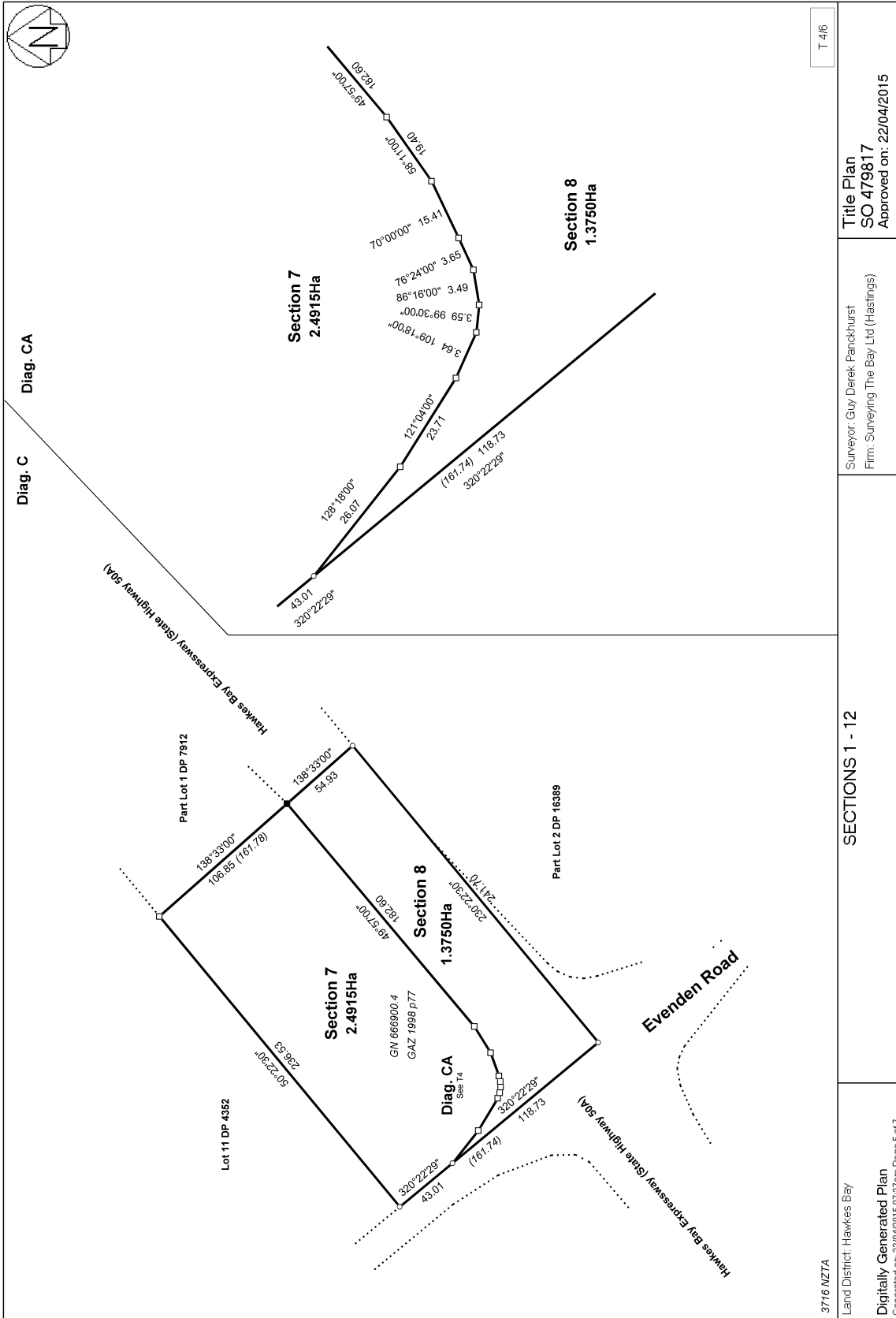
Prior References
701681

Estate Fee Simple
Area 2.4915 hectares more or less
Legal Description Section 7 Survey Office Plan 479817

Registered Owners
Hamachek Holdings Limited

Interests

Subject to Part IVA Conservation Act 1987
Subject to Section 11 Crown Minerals Act 1991
11158958.2 Encumbrance to New Zealand Transport Agency - 2.7.2018 at 10:40 am
11158958.3 Mortgage to Westpac New Zealand Limited - 2.7.2018 at 10:40 am



T 4/6

Title Plan
SO 479817
 Approved on: 22/04/2015

Surveyor: Guy Derek Panckhurst
 Firm: Surveying The Bay Ltd (Hastings)

SECTIONS 1 - 12

3716 NZTA
 Land District: Hawkes Bay
Digitally Generated Plan
 Generated on: 22/04/2015 07:27 am Page 5 of 7

View Instrument Details



Instrument No 11158958.2
Status Registered
Date & Time Lodged 02 July 2018 10:40
Lodged By Jones, Anita Dawn
Instrument Type Encumbrance



Affected Computer Registers **Land District**
833752 Hawkes Bay

Annexure Schedule: Contains 6 Pages.

Encumbrancer Certifications

- I certify that I have the authority to act for the Encumbrancer 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 Matthew Bruce Lawson as Encumbrancer Representative on 29/06/2018 04:13 PM

Encumbrancee Certifications

- I certify that I have the authority to act for the Encumbrancee 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 Joanna Dorothy Cassidy as Encumbrancee Representative on 28/06/2018 03:20 PM

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

Form E

Encumbrance Instrument

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
833752	All	

Encumbrancer

HAMACHEK HOLDINGS LIMITED

Encumbrancee

NEW ZEALAND TRANSPORT AGENCY

Estate or interest to be encumbered *Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee simple

Encumbrance Memorandum Number

Not applicable

Nature of security *State whether sum of money, annuity or rentcharge and amount*

Rent charge of **TEN DOLLARS (\$10.00)** per annum, and such other sums of money as are payable by the Encumbrancer to the Encumbrancee pursuant to this Encumbrance Instrument.

Encumbrance *Delete words in [], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the Annexure Schedule and so as to incorporate in this Encumbrance the terms and other provisions set out in the Annexure Schedule for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Continue in additional Annexure Schedule, if required

Terms

- 1 Length of term **999 years**
- 2 Payment date(s) **See below**
- 3 Rate(s) of interest **Nil**
- 4 Event(s) in which the sum, annuity or rentcharge becomes payable **See below**

Covenants and conditions

Continue in Annexure Schedule(s), if required

Payment date(s) and event(s) in which the sum, annuity, or rentcharge becomes payable:

- (a) In respect of the rent charge, 1 January in each year; and
- (b) In respect of other sums of money, ten working days after written demand is made by the Encumbrancee to the Encumbrancer.

Continued on the attached annexure schedule.

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

Sections 154 and 156 of the Land Transfer Act 1952, Sections 23, 203-205, 289-290 and 301-302 of the Property Law Act 2007 and Section 12 of the Contracts and Commercial Law Act 2017 shall apply to this Encumbrance Instrument but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent-chargee) the Encumbrancee shall not be entitled to any of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Encumbrancee and its successors and assigns shall not be entitled to any of the powers and remedies given to mortgagees under the Land Transfer Act 1952 or the Property Law Act 2007.

Continue in additional Annexure Schedule, if required

BACKGROUND

- A **HAMACHEK HOLDINGS LIMITED** (together with *[his/her/their/its]* successors, assignees, tenants, lessees and persons under its control) (**Encumbrancer**) is registered as proprietor of an estate in fee simple in all that parcel of land described on the front page of this Encumbrance Instrument (**Land**).
- B The Land is in the vicinity of the **Hawkes' Bay Expressway (State Highway)**.
- C Under sections 61(1) and 80(1) of the Government Roading Powers Act 1989, the Encumbrancee has sole powers of control for all purposes of all State highways and motorways.
- D For valuable consideration the Encumbrancer has agreed to encumber the Land for the benefit of the Encumbrancee with the security specified on this front page of this Encumbrance Instrument, and to covenant with the Encumbrancee to secure compliance by the Encumbrancer with the agreements set out in this Encumbrance Instrument.

OPERATIVE PROVISIONS

- 1 If, on the due date for payment of the rent charge imposed under this Encumbrance Instrument, the Encumbrancer has fully complied with all of the obligations imposed pursuant to this Encumbrance Instrument, then the rent charge payable on that day shall not be required to be paid by the Encumbrancer.
- 2 The Encumbrancer acknowledges that the covenants in this Encumbrance Instrument are of a permanent nature, and the Encumbrancer shall not be entitled to a discharge of the Encumbrance Instrument during the term, whether by payment of the total security or otherwise.
- 3 The Encumbrancer covenants with the Encumbrancee that the Encumbrancer will ensure that :
- 3.1 any new buildings constructed on the Land within 30 metres of the boundary between any part of the Land and the State Highway will satisfy the following standards for noise and vibration: noise AS/NZ2107:2000, and vibration ISO2631-2:2003, or any amended or replacement standards addressing the same subject matter;
- 3.2 all lighting on the Land must be designed, installed and maintained so that it is shielded from or directed away from the State Highway, to ensure that artificial lighting does not result in illumination or glare on transport corridors which may dazzle or distract transport corridor users; and
- 3.3 any signage on the Land that faces or is directed at traffic on the State Highway, or is otherwise visible to traffic on the State Highway, requires prior written approval of the Encumbrancee. This is to ensure that inappropriate signage along the State Highway does not distract transport corridor users.

Continue in additional Annexure Schedule, if required

- 4 The Encumbrancer acknowledges and accepts that the Land is capable of being adversely affected by effects (including without limitation noise, vibration, dust, emissions, visual, landscape or amenity effects) (**Effects**) arising from the construction, operation, upgrading and maintenance of the State Highway (**State Highway Activities**), whether such Effects arise during or after such State Highway Activities, and accordingly the Encumbrancer, in consideration of having received valuable consideration, agrees:
- 4.1 not to object to, hinder, or otherwise obstruct the grant, confirmation or alteration pursuant to the Resource Management Act 1991 (**RMA**) of any authorisations under the RMA which in any way relate to the State Highway Activities and to sign written approvals in relation to any such authorisation if requested to by the Encumbrancee;
- 4.2 not to do, permit to be done, or omit to do, any act, matter or thing where that act, matter, thing or omission is intended to restrict, or has the effect of restricting, the State Highway Activities in any way whatsoever, including taking any civil action and/or any enforcement proceedings pursuant to the RMA or any other statute or common law, whether for nuisance, damage to Land, negligence, or interference with Land or otherwise, but only where such act, matter or thing relates to any such Effects;
- 4.3 not to claim any compensation in relation to any such Effects arising from State Highway Activities;
- 4.4 not to fund, encourage or otherwise be involved in, any act, matter or thing that if carried out by the Encumbrancer itself would breach paragraphs 4.1 to 4.3 above;
- 4.5 to provide a copy of this Encumbrance to all tenants, lessees, and holders of unregistered interests in the Land (each a **third party**) who acquire rights in the Land while the Encumbrancer is the registered proprietor of the Land:
- (a) where the Encumbrancer grants the rights in the Land to that third party, prior to the Encumbrancer doing so; or
- (b) in all other cases, as soon as practicable after the Encumbrancer becomes aware of that third party acquiring any rights in the Land.
- 5 This Encumbrance Instrument shall be binding on all transferees, tenants (to the extent permitted by law), lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Land.
- 6 Where this Encumbrance Instrument binds or benefits a party, it shall bind or benefit that party jointly and severally.
- 7 The Encumbrancer covenants with the Encumbrancee:
- 7.1 to pay all legal costs and disbursements in the preparation, execution, registration, enforcement and any ultimate release of this Encumbrance Instrument, in respect of any consents sought by the Encumbrancer from the Encumbrancee to the registration of any instrument, and in respect of the performance and observance by the Encumbrancer of this Encumbrance Instrument including legal costs on a solicitor/client basis; and

Continue in additional Annexure Schedule, if required

- 7.2 to otherwise indemnify the Encumbrancee against any claims, loss and expense of whatever kind incurred by the Encumbrancee as a consequence of the Encumbrancer failing to comply with this Encumbrance Instrument **provided always** that this clause 7.2 shall not apply during any period that the Encumbrancer is the Crown as defined in section 2(1) of the Public Finance Act 1989.
- 8 The Encumbrancer will only be liable for breaches actually committed by the Encumbrancer itself, and not by any successor or other party, unless those breaches arise wholly or partly due to a breach by the Encumbrancer of clause 4.5.
- 9 No delay or failure by the Encumbrancee to enforce performance of any of the covenants set out in this Encumbrance Instrument and no indulgence granted to the Encumbrancer by the Encumbrancee shall prejudice the rights of the Encumbrancee to enforce any of the covenants or provisions of the Encumbrance Instrument.
- 10 In this Encumbrance Instrument a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it, and a regulation or statutory instrument issued under it.
- 11 In this Encumbrance Instrument, **working day** means (a) in relation to any time period specified under the Property Law Act 2007, has the meaning given in that Act, or (b) in all other cases, means any day that is not a Saturday, Sunday, day between 23 December in one year to 10 January in the next year (both days inclusive) or statutory holiday in the area where the Land is located.
- 12 If at any time any part or provision of this Encumbrance Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
- 12.1 that part or provision shall be severed from this Encumbrance Instrument;
- 12.2 such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Encumbrance Instrument; and
- 12.3 the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Encumbrance Instrument.
- 13 The Encumbrancer:
- 13.1 acknowledges that this Encumbrance Instrument:
- (a) has been granted for valuable consideration received, in full compensation for the grant of this Encumbrance Instrument; and
- (b) is intended to charge the Land and bind the Encumbrancer (and successors) to perform the Encumbrancer's obligations for the period of time set out in this Encumbrance Instrument; and
- 13.2 therefore covenants with the Encumbrancee:

Continue in additional Annexure Schedule, if required

- (a) not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this Encumbrance Instrument prior to the expiry of that period of time, whether by payment of the total security or otherwise;
 - (b) to preserve for the period of time set out in this Encumbrance Instrument the integrity of the agreements in this Encumbrance Instrument; and
 - (c) always to act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement encumbrance) and/or easement or land covenant whenever reasonably required by the Encumbrancee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Encumbrancer and the Encumbrancee.
- 14 The Encumbrancee will, upon request by the Encumbrancer, discharge this Encumbrance Instrument from any part of the Land that is to be vested as road or reserve in the relevant local authority.
- 15 For the purposes of the Property Law Act 2007 and the Land Transfer Act 1952, the Encumbrancee consents to the following dealings affecting the Land:
- (a) creation, variation or surrender of an easement or covenant (but not including any covenants contained in this Encumbrance Instrument);
 - (b) registration of a mortgage instrument, variation of a mortgage instrument or mortgage priority instrument where the priority of mortgages does not involve or concern this Encumbrance Instrument;
 - (c) registration of a lease, lease variation instrument or surrender of a lease; and
 - (d) any other instrument which is expressed as being subject to this Encumbrance Instrument or which ranks after this Encumbrance Instrument;
- and the Encumbrancee's further consent to any such dealings shall not be required.



Land Taken for Severance—Napier-Hastings Motorway, Hastings District

Pursuant to the Public Works Act 1981, and to a delegation from the Minister of Lands, Ronald Alistair Jolly, Land Information New Zealand, declares the land in the Schedule to this notice to be taken under section 119 (1) and:

(a) The land firstly described shall be amalgamated with the land in certificate of title H4/450;

(b) the land secondly, thirdly, fourthly and fifthly described shall be amalgamated with the land in certificate of title J1/528, subject to mortgage No. 507692.2;

on the date of publication hereof in the *New Zealand Gazette*.

Schedule

Hawke's Bay Land District—Hastings District

Severance

Area ha	Being
1.3377	Part Lot 1, D.P. 16087; shown as "Section 15" on S.O. Plan 11013 (part C.T. H4/449).
m ²	
8789	Part Lot 2, D.P. 5269; shown as "Section 19" on S.O. Plan 11013 (part C.T. 96/234).
2644	Part Lot 2, D.P. 5269; shown as "Section 21" on S.O. Plan 11013 (part C.T. 96/234).
3772	Part Lot 3, D.P. 5269; shown as "Section 22" on S.O. Plan 11013 (part C.T. 96/234).
3675	Part Lot 1, D.P. 7912; shown as "Section 23" on S.O. Plan 11013 (part C.T. 128/112).

Dated at Wellington this 5th day of October 2001.

R. A. JOLLY, for Minister of Lands by the Minister for Land Information.

(LINZ CPC/2000/6990)

ln7214



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




R. W. Muir
Registrar-General
of Land

Identifier **HB128/112** **Part-Cancelled**
Land Registration District **Hawkes Bay**
Date Issued 03 October 1950

Estate Fee Simple
Area 12.3657 hectares more or less
Legal Description Lot 11 Deposited Plan 4352 and Lot 1
Deposited Plan 7912

Registered Owners

Kevin Archie Bayley, Karen Judith Bayley and Te Mata Trustees (Bayley) Limited

Interests

Subject to water pipeline and trough rights created by Transfer 93824 (affects Lot 1 DP 7912)

Appurtenant hereto are trough rights created by Transfer 93824 (affects Lot 1 DP 7912)

5095465.13 Gazette Notice (2001 p.3480) declaring part (1.7571ha shown as section 12 on SO 11013) to be acquired for the Napier-Hastings Motorway and vested in the Crown on 4.10.2001 - 17.10.2001 at 9:00 am

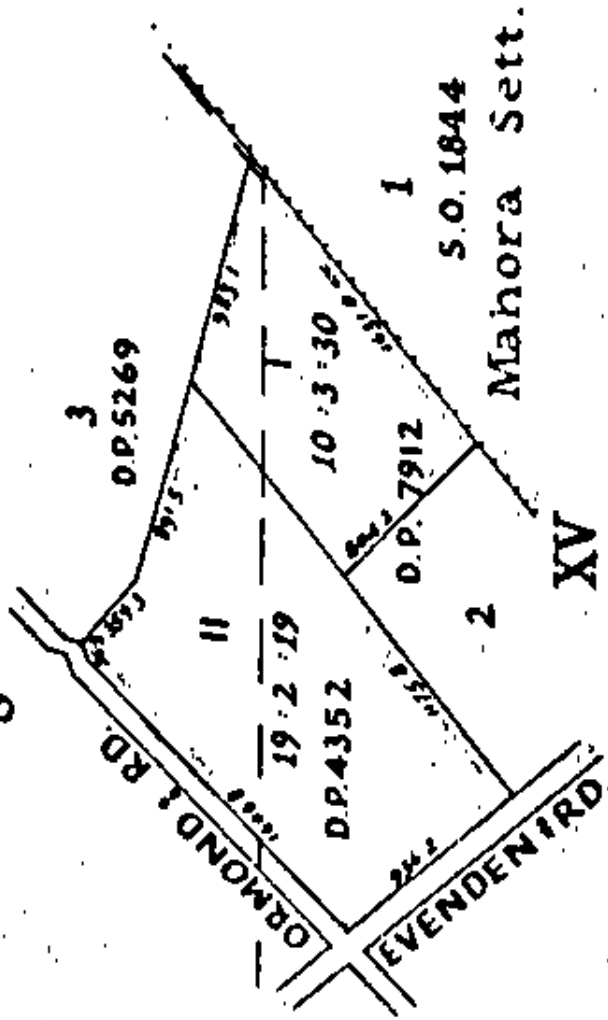
5642542.2 Gazette Notice (2003 pg 3530) with amending notice attached, declaring part (3675m² shown as Section 23 on SO Plan 11013) to be taken under Section 119(1) Public Works Act 1981 and amalgamated with the land in CT HBJ1/528 subject to Mortgage 507692.2 on 11.10.2001- 2.7.2003 at 9:00 am CT 101711 issued

13002571.3 Mortgage to Bank of New Zealand - 16.5.2024 at 2:34 pm

**Image quality due
to Condition
of Original**

XI

Heretaunga BIK.



Total Area: 30.2.09

**Amending a Notice Acquiring Land—
Napier–Hastings Motorway**

Pursuant to section 55 of the Public Works Act 1981, and to a delegation from the Minister for Land Information, Ronald Alistair Jolly, Land Information New Zealand, hereby amends the notice dated the 5th day of October 2001, taking land for severance at Napier-Hastings Motorway, published in the *New Zealand Gazette*, 11 October 2001, No. 138, page 3530, by deleting the land secondly described in the Schedule.

Dated at Wellington this 19th day of June 2003.

R. A. JOLLY, for the Minister for Land Information.

(LINZ CPC/2001/6990)

ln4038

NOTICE NO: 4038

Land Acquired for the Napier-Hastings Motorway—Hastings District

Pursuant to the Public Works Act 1981, and to a delegation from the Minister of Lands, Ronald Alistair Jolly, Land Information New Zealand:

(a) Pursuant to section 20 (1), declares that, an agreement to that effect having been entered into, the land described in the First Schedule to this notice is acquired for the Napier-Hastings Motorway and vested in the Crown;

(b) Pursuant to section 114, declares the land described in the Second Schedule to this notice to be acquired for the Napier-Hastings Motorway and vested in the Crown; on the date of publication of this notice in the *New Zealand Gazette*.

First Schedule

Hawke's Bay Land District—Hastings District

Land Acquired for the Napier-Hastings Motorway

Area m ²	Being
2841	Part Lot 2, D.P. 16389; shown as "Section 13" on S.O. Plan 11013 (part C.T. J1/528).
65	Part Lot 1, D.P. 16389; shown as "Section 14" on S.O. Plan 11013 (part C.T. J1/527).
18	Part Lot 4, D.P. 20973; shown as "Section 1" on S.O. Plan 11014 (part C.T. M2/690).
68	Part Lot 3, D.P. 20973; shown as "Section 2" on S.O. Plan 11014 (part C.T. M2/689).
194	Part Lot 1, D.P. 20973; shown as "Section 3" on S.O. Plan 11014 (part C.T. M2/687).
2366	Part Lot 1, D.P. 20973; shown as "Section 4" on S.O. Plan 11014 (part C.T. M2/687).
8369	Part Lot 2, D.P. 20973; shown as "Section 5" on S.O. Plan 11014 (part C.T. M2/688).
697	Part Lot 1, D.P. 20973; shown as "Section 6" on S.O. Plan 11014 (part C.T. M2/687).
114	Part Lot 3, D.P. 20973; shown as "Section 7" on S.O. Plan 11014 (part C.T. M2/689).
82	Part Lot 4, D.P. 20973; shown as "Section 8" on S.O. Plan 11014 (part C.T. M2/690).
3276	Part Lot 1, D.P. 7050; shown as "Section 1" on S.O. Plan 11015 (part C.T. 198/2).
7998	Part Lot 10, D.P. 4352; shown as "Section 2" on S.O. Plan 11015 (part C.T. F4/609).
ha	
1.5787	Part Lot 11, D.P. 5268; shown as "Section 3" on S.O. Plan 11015 (part C.T. F4/610).
m ²	
7018	Part Lot 2, D.P. 8470; shown as "Section 4" on S.O. Plan 11015 (part C.T. C1/1342).
7069	Part Lot 1, D.P. 8470; shown as "Section 5" on S.O. Plan 11015 (part C.T. 136/102).
ha	
1.0714	Part Lot 13, D.P. 5268; shown as "Section 6" on S.O. Plan 11015 (part C.T. 90/278).
1.0120	Part Lot 1, D.P. 24981; shown as "Section 7" on S.O. Plan 11015 (part C.T. V3/494).
m ²	
3926	Part Lot 2, D.P. 24981; shown as "Section 8" on S.O. Plan 11015 (part C.T. V3/494).
9810	Part Lot 1, D.P. 22542; shown as "Section 9" on S.O. Plan 11015 (part C.T. P2/810).

7034	Part Lot 1, D.P. 7083; shown as "Section 10" on S.O. Plan 11015 (part C.T. 110/291).
ha	
1.1685	Part Lot 17, D.P. 5268; shown as "Section 11" on S.O. Plan 11015 (part C.T. P3/587).
1.9288	Part Lot 2, D.P. 22641; shown as "Section 12" on S.O. Plan 11015 (part C.T. P2/1156).
m ²	
624	Part Lot 1, D.P. 22834; shown as "Section 13" on S.O. Plan 11015 (part C.T. P3/530).

Second Schedule

Hawke's Bay Land District—Hastings District

Land Acquired for the Napier-Hastings Motorway

Area	Being
ha	
2.4623	Part Lot 1, D.P. 16087; shown as "Section 7" on S.O. Plan 11013 (part C.T. H4/449).
m ²	
8027	Part Lot 2, D.P. 16087; shown as "Section 8" on S.O. Plan 11013 (part C.T. H4/450).
ha	
1.1747	Part Lot 1, D.P. 5269; shown as "Section 9" on S.O. Plan 11013 (part C.T. 96/234).
1.0683	Part Lot 2, D.P. 5269; shown as "Section 10" on S.O. Plan 11013 (part C.T. 96/234).
m ²	
7312	Part Lot 3, D.P. 5269; shown as "Section 11" on S.O. Plan 11013 (part C.T. 96/234).
ha	
1.7571	Part Lot 1, D.P. 7912; shown as "Section 12" on S.O. Plan 11013 (part C.T. 128/112).

Dated at Wellington this 24th day of September 2001.

R. A. JOLLY, for Minister of Lands by the Minister for Land Information.

(LINZ CPC/2001/6990)

ln6917

GN 5895465.13 GAZETTE NOTICE/ORD
CPY-01/01.PCS-001.16/10/01.12:09



DocID: 410319457

6366403.5 Certificate
under Section 107(7) Public
Works Act 1981 vesting
Sections 1-8 SO Plan 11014
in Alan McIntosh Grant
CT 213312 issued
-4.4.2005 at 9:00 am

AWJ
FOR RGL

NOTICE NO: 6917