



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier OT16B/672
Land Registration District Otago
Date Issued 08 January 1998

Prior References
PROC 3891

Estate Fee Simple
Area 3306 square metres more or less
Legal Description Lot 1 Deposited Plan 24328
Proprietors
Anzide Properties Limited

Interests

941942.3 Resolution under Section 321(3) (c) Local Government Act 1974 (DP24328) - 8.1.1998 at 9:20 am

941942.4 Transfer creating the following easements in gross - 8.1.1998 at 9:20 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Right of way	Lot 1 Deposited Plan 24328 - herein	C DP 24328	New Zealand Railways Corporation	Section 243 (a) Resource Management Act 1991

941942.5 Transfer creating the following easements in gross - 8.1.1998 at 9:20 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Railway siding	Lot 1 Deposited Plan 24328 - herein	C DP 24328	New Zealand Railways Corporation	N/A
Railway siding	Lot 1 Deposited Plan 24328 - herein	D DP 24328	New Zealand Railways Corporation	N/A
Railway siding	Lot 1 Deposited Plan 24328 - herein	E DP 24328	New Zealand Railways Corporation	N/A

941942.6 Transfer creating the following easements in gross - 8.1.1998 at 9:20 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Drain stormwater	Lot 1 Deposited Plan 24328 - herein	f-g-h DP 24328	Dunedin City Council	Section 243 (a) Resource Management Act 1991

5009780.1 Easement Certificate specifying the following easements - 2.10.2000 at 9:00 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way	Lot 2 Deposited Plan 15153 - CT OT5C/1007	marked A Deposited Plan 24328	Lot 1 Deposited Plan 24328 - herein	Subject to Section 243 (a) Resource Management Act 1991

5009780.3 Encumbrance to Her Majesty the Queen - 2.10.2000 at 9:00 am

9165653.15 Mortgage to Bank of New Zealand - 30.8.2012 at 11:55 am

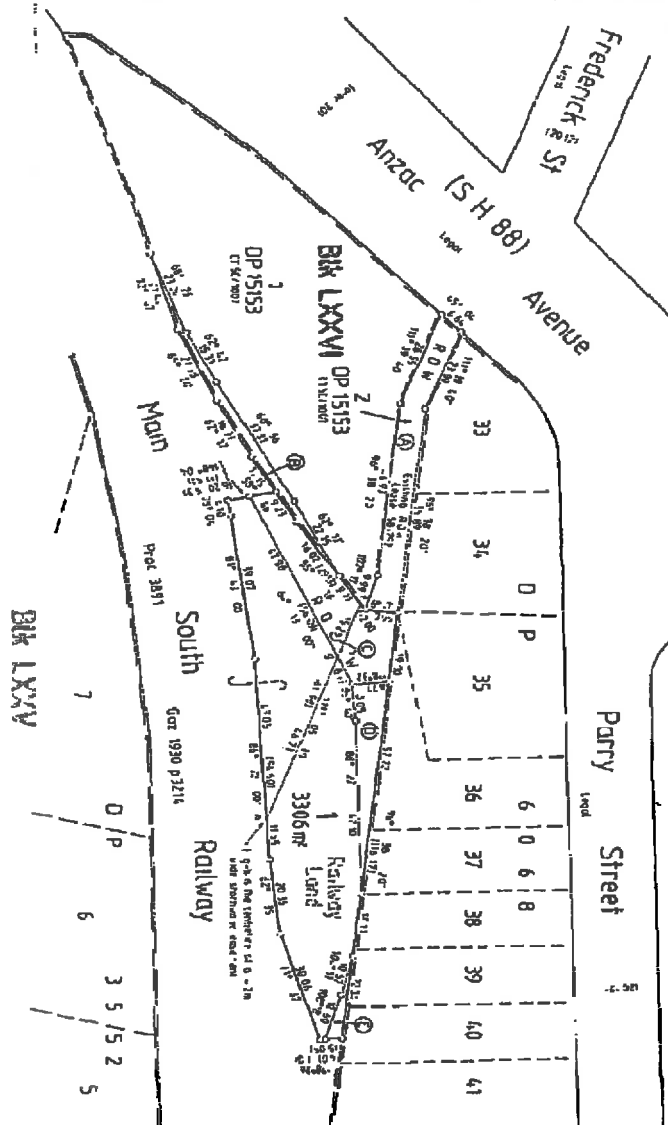
Identifier

OT16B/672

LAND DISTRICT Otago
SURVEY BLK & DIST Town of Dunedin
WORK PLAN QUT 144, OFFICIAL MAP No 539

Lot 1 being a subdivision of Railway Land
and easement's

TERMINAL AUTHORITY Dunedin City
Surveyed by WORKS Consultancy Services Ltd
Scale 1:750 Date April 1994



MEMORANDUM OF EASEMENT			
Purpose	Service	Station	Owner
Right of Way	Lot 2	DP 15153	CT 56/1007
			Lot 1



MS 210 m

Approved: P. de la Roche, 1

[Signature]

The Council of the Dunedin City Council
acting hereby in the presence of
the Mayor

Mayor

Area Officer

Purpose	Service	Station	Owner
Right of Way	Lot 2	DP 15153	CT 56/1007
			Lot 1

Purpose	Service	Station	Owner
Right of Way	Lot 2	DP 15153	CT 56/1007
			Lot 1

WKS No 135 A. 0

Total Area 3006m²

Completed in 1994 (1994 p2216, Price 388715, and CT 56/1007 (reprints only))

1. The purpose of this report is to provide a summary of the information contained in the survey plan and to provide a summary of the information contained in the survey plan.

2. The purpose of this report is to provide a summary of the information contained in the survey plan and to provide a summary of the information contained in the survey plan.

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COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



R.W. Muir
Registrar-General
of Land

Search Copy

Identifier OT5C/1007
Land Registration District Otago
Date Issued 30 January 1974

Prior References

OT269/36 PROC 3891 PROC 5376

Estate Fee Simple
Area 5933 square metres more or less
Legal Description Lot 1-2 Deposited Plan 15153
Proprietors
Anzide Properties Limited

Interests

581752 Lease of Lot 1 DP 15153 Term 20 years from and inclusive of the 1st September 1981 CT 34368 issued - 27.8.1982 at 10:32 am

679745 Variation of Lease 581752 - 29.5.1987 at 1.55 pm

835967 Variation of Lease 581752 - 10.8.1993 at 10.07 am

941942.7 Transfer creating the following easements in gross - 8.1.1998 at 9.20 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Railway Siding	Lot 1 and Lot 2 Deposited Plan 15153 - herein	B DP 24328	New Zealand Railways Corporation	Section 243 (a) Resource Management Act 1991

5009780.1 Easement Certificate specifying the following easements - 2.10.2000 at 9:00 am

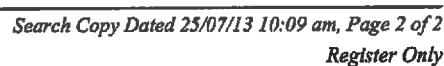
Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way	Lot 2 Deposited Plan 15153 - herein	marked A Deposited Plan 24328	Lot 1 Deposited Plan 24328 - CT OT16B/672	Subject to Section 243 (a) Resource Management Act 1991

Fencing Covenant in Transfer 5009780.2 - 2.10.2000 at 9:00 am

5009780.3 Encumbrance to Her Majesty the Queen - 2.10.2000 at 9:00 am

5204938.2 Variation of Lease extending the term to 31.8.2021- 2.5.2002 at 9:00 am

9165653.15 Mortgage to Bank of New Zealand - 30.8.2012 at 11:55 am



Identifier**OT5C/1007**

5259728.1 Transfer to Hall Brothers Transport Limited - 20.6.2002 at 2:53 pm
5259728.2 Mortgage to The National Bank of New Zealand Limited - 20.6.2002 at 2:53 pm
6893339.1 Discharge of Mortgage 5259728.2 - 6.6.2006 at 9:00 am
6893339.3 Transfer to Anzide Properties Limited - 6.6.2006 at 9:00 am
6893339.4 Mortgage to ANZ National Bank Limited - 6.6.2006 at 9:00 am
9165653.9 Discharge of Mortgage 6893339.4 - 30.8.2012 at 11:55 am
9165653.15 Mortgage to Bank of New Zealand - 30.8.2012 at 11:55 am
9174700.1 Departmental Dealing removing the Railway Purposes - 5.9.2012 at 7:00 am



DocID: 110111300

MEMORANDUM OF ENCUMBRANCE

The Parties

1. **NGAI TAHU PROPERTY GROUP LIMITED** at Christchurch ("Encumbrancer").
2. **HER MAJESTY THE QUEEN** in Right of New Zealand acting by and through the Minister of Lands ("Crown").

Background

- A. Pursuant to a Transfer dated the ~~28th~~ day of June 2000, the Crown transferred to the Encumbrancer a fee simple estate and interest in the land described in Schedule A ("Land").
- B. It is believed that the land may be contaminated and that the contamination occurred before such transfer.
- C. The Encumbrancer purchased the land from the Crown upon terms and conditions which included:
 - (a) acknowledgement by the Encumbrancer that it has purchased the Land in the knowledge that the Land has been contaminated and may require clean up action in future. The Encumbrancer agrees that it will be entirely responsible for the carrying out of any clean up action, including the full cost of any such action. The parties agree that the Crown's contribution to any clean up cost has been fully dealt with in the purchase price for the Land;
 - (b) acknowledgement by the Encumbrancer that the purchase price for the Land was agreed having regard to inter alia the acknowledgements referred to in (a) above; and
 - (c) agreement between the parties that the Encumbrancer would enter into this Memorandum of Encumbrance.

Handwritten initials and signature

NOW THIS MEMORANDUM WITNESSES as follows:

Land Encumbered

1. The Encumbrancer hereby encumbers the land for the benefit of the Crown for a term of 99 years from the date hereof, determinable however under clause 3 below, with an annual rent-charge of Ten Thousand Dollars to be paid by the Encumbrancer on the last day of January in each year if demanded. The Crown shall only be entitled to make demand for payment of the rent-charge in the event of breach of the covenants given by the Encumbrancer in clause 2 of this Memorandum.

Encumbrancer's Covenants

2. The Encumbrancer covenants, on behalf of itself and its successors in title, with the Crown as follows:
 - (a) The Encumbrancer shall not make any claim or demand on the Crown for any compensation, contribution, costs, losses, damages, expenses, or for any other relief whatsoever, in respect of or otherwise incidental in any way to the contamination of the Land;
 - (b) The Encumbrancer shall indemnify the Crown from and against all claims, costs petitions, suits, actions and demands whatsoever which may be made for or on account of any accident or injury to any person or for any damage to any property arising out of, or cause or contributed (either directly or indirectly) by, the contamination of the Land;
 - (c) The Encumbrancer shall be responsible for and shall accept sole liability for remedying the contamination of the land in accordance with all territorial authority, statutory and other legal requirements, and the Crown shall not be held liable for such actions;
 - (d) The Encumbrancer shall pay the costs of the Crown relating to any enforcement by the Crown of the Encumbrancer's covenants set out in this Memorandum.

Crown's Covenants

3. The Crown covenants with the Encumbrancer, and the successors in title of the Encumbrancer as follows:
 - (a) The Crown shall promptly and at its own cost in all respects discharge this Memorandum upon receiving from the relevant territorial authority written confirmation that:
 - (i) The contamination of the Land has been remedied to the satisfaction of the territorial authority; and/or

ASA AD

(ii) The territorial authority will not take any further action against any registered proprietor in respect of the contamination of the Land

(b) The Crown shall pay the costs of the Encumbrancer relating to any enforcement of the Crown's covenants set out in this Memorandum.

AND IT IS DECLARED that:

4. Section 104 of Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise (and without prejudice to the Crown's rights of action at common law as a rent-charger or encumbrancee):

(a) The Crown shall be entitled to none of the powers and remedies (including for avoidance of doubt any power of sale) given to encumbrances by the Land Transfer Act 1952 and the Property Law Act 1952; and

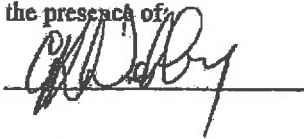
(b) No covenants on the part of the Encumbrancer and its successors in title are implied in this Memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.

5. No delay or failure by the Crown or the Encumbrancer to enforce performance of any of the covenants set out in this Memorandum and no indulgence granted to the Encumbrancer by the Crown, or to the Crown by the Encumbrancer, shall prejudice the rights of either party to enforce any of the covenants or provisions of this Memorandum.

FF
HSA
AS
P

DATED THIS 27TH DAY OF JUNE, 2000

AS SIGNED for and on behalf of HER MAJESTY
THE QUEEN by GRANT KASPER WEBLEY
pursuant to a direction given to the Chief Crown
Property Officer by the Minister of Railways
under Section 10 (a) of the New Zealand
Railways Corporation Act 1981 and a delegation
under Section 41 of the State Sector Act 1988 in
the presence of:



Signed in my presence by the ("Crown")
Signature of Witness


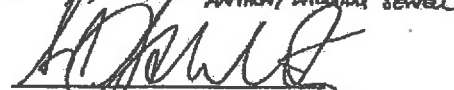


Witness Name: A. D. STOCHE

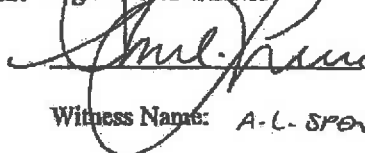
Occupation: LEGAL EXECUTIVE

Address: 76 CASHEL STREET
CHRISTCHURCH

SIGNED by NGAI TAHU PROPERTY
GROUP LIMITED by its Attorneys in the
presence of:


ANTHONY WILLIAM SEWELL

SIDNEY BOYD NEWTON

Signed in my presence by the ("Encumbrancer")
Signature of Witness



Witness Name: A. L. SPENCE

Occupation: SOLICITOR

Address: CHRISTCHURCH

SCHEDULE A

Legal Description of Land

1. All that parcel of land containing 5933m² more or less being Lots 1 and 2 Deposited Plan 15153 as comprised and described in Certificate of Title 5C/1007 (Otago Land Registry)
2. All that parcel of land containing 3306m² more or less being Lot 1 Deposited Plan 24328 as comprised and described in Certificate of Title 16B/672 (Otago Land Registry)

hls \$ [Signature]

Annexure Schedule

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

Dated

Page

of

Pages

Certificate of Non Revocation of Power of Attorney

We Anthony William Sewell and Sidney Boyd Ashton

HEREBY CERTIFY:



1. That by Deed dated the 21st day of April, 1998 copies of which are deposited in the Land Registry Offices at:

Christchurch (Canterbury Registry) and there numbered 353809
Dunedin (Otago Registry) and there numbered 964738.1
Blenheim (Marlborough Registry) and there numbered 204437.1
Hokitika (Westland Registry) and there numbered 112150.1
Nelson (Nelson Registry) and there numbered 387585.1
Invercargill (Southland Registry) and there numbered 264422.1

Ngai Tahu Property Group Limited appointed us as two of its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred.

2. That at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or liquidation of the said Ngai Tahu Property Group Limited or otherwise.

SIGNED at Christchurch

 and 

this 29th day of JUNE

2000

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.

Correct for the purposes of the Land Transfer Act


Solicitor for the Registered Proprietor

Particulars entered in the Registrar at the date and at
the time recorded below.

District/Assistant
Land Registrar of the District of Canterbury

**MEMORANDUM OF
ENCUMBRANCE**

**SAUNDERS & CO
SOLICITORS
CHRISTCHURCH**

L. & D. 82 (T)

New Zealand

EASEMENT CERTIFICATE

(IMPORTANT—Registration of this certificate does not of itself create any of the easements specified herein.)

1. HER MAJESTY THE QUEEN for Railway Purposes

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Otago on the 8th day of January 2000 ~~at~~ under No. 24328 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 24328

Nature of Easement (e.g. Right of Way, etc.)	SERVIENT TENEMENT		Dominant Tenement Allotment No(s).	Title Reference
	Allotment No.	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	A	Lot 2 DP 15153	Lot 1	16B/672

EC 5800780.1 EASEMENT CERTIFICATE
CPY-01/01.PGS-004.05/10/00.17100



DocID: 110111298

1. Rights and powers:

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

RIGHTS OF WAY

- (a) The rights and powers implied in Vehicular Rights of Way by the Ninth Schedule to the Property Law Act 1952 (as inserted by Section 6 of the Property Law Amendment Act 1986) are implied herein.
- (b) The easement in (a) above and the rights and powers set out or implied therein are in addition to those set out in the Seventh Schedule of the Land Transfer Act 1952.

[Handwritten signature]

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

1. The Grantor will not grow or permit to be grown any trees, shrubs or bushes of any description nor erect or permit to be erected any improvements or fences on the Easement Land which will interfere with the rights granted by this easement and will not at any time hereafter do permit or suffer any act whereby the rights and privileges granted to the Grantee are interfered with or affected.
2. The Grantee will at all times repair and make good all damage to any fences, gates or erections which may exist on the land of the Grantor adjoining the Easement Land arising from the Grantee exercising any or all of its rights under this Easement and will cause as little damage as possible to the surface of the said Easement Land.
3. The reasonable costs of maintenance of the Easement Land shall be apportioned in relation to user between the Grantor and the Grantee.
4. Any dispute as to the terms or the interpretation of this instrument or the liability of the parties will be determined by an arbitrator under the Arbitration act 1996 or any Act passed in substitution or amendment and this clause shall be deemed to be a "submission" within the meaning of that Act.
5. These presents shall bind the Grantor and its successors and assigns and the Grantee and its successors and assigns respectively.

Dated this 7th day of September

2000
19

Signed by the above-named
in the presence of

ANNETTE STOOKER

Grant Kasper Webley
Signed for and on behalf of HER MAJESTY THE
QUEEN by GRANT KASPER WEBLEY pursuant to a
direction given to the Chief Crown Property Officer by the
Minister of Railways under Section 10 (A) of the New
Zealand Railways Corporation Act 1981 and a delegation
under Section 41 of the State Sector Act 1988

Witness:.....
Occupation:.....
Address:.....

ANNETTE STOOKER
Legal Executive
70 Canal Street
CHRISTCHURCH

GRANT KASPER WEBLEY
PORTFOLIO MANAGER
CROWN PROPERTY MANAGEMENT
C/- LINZ, CHRISTCHURCH

EASEMENT CERTIFICATE

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN
EASEMENTS BY SECTION 90B OF THE LAND TRANSFER
ACT 1952

"1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

"2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

"4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

- (a) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes;
- (b) Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;
- (c) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatever nature necessary for the purpose to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

Correct for the purposes of the Land Transfer
Act.

Paul J. Jones
Solicitor for the Registered Proprietor.

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

District Land Registrar
Assistant

of the District of.....



COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952

Search Copy



R. W. Muir
Registrar-General
of Land

Identifier **OT5C/1007**
Land Registration District **Otago**
Date Issued **30 January 1974**

Prior References
OT269/36 PROC 3891 PROC 5376

Estate Fee Simple
Area 5933 square metres more or less
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