

Produced by Mr Richardson
via Mr Gallen in by consent

COURT REF:

REGISTRAR: DATE: 11/3/11

To: Apartments Limited
Level 5
35 High Street
Auckland Central 1010

Notice of Desire to Acquire Land and other Interests Including Invitation to Sell and Advice of Valuation

Notice is hereby given pursuant to section 18(1)(a) of the Public Works Act 1981 that the Crown desires to acquire the land and other interests described in Schedule 1 (called "the Common Interests") from the land at 1510 Great North Road, Waterview, Auckland described in Schedule 6, for motorway purposes, namely for the Western Ring Route (Roads of National Significance) Waterview Connection Project.

Your land interests (called "the Relevant Interests") arise by virtue of your ownership of the stratum estate in freehold in computer unit title register NA140A/328, being one of the computer unit title registers listed in Schedule 6.


Pursuant to section 18(1)(c) of the Public Works Act 1981, I invite you to sell the Relevant Interests to the Crown. A registered valuer has carried out a valuation and the estimated amount of compensation to which you would be entitled for the stratum, covenant and easement interests (referred to as (a), (b), (c), (e) and (f) in Schedule 1) is \$19,000 plus GST (if any) and for the leasehold interest (referred to as (d) in Schedule 1) is \$202.50 per annum plus GST (if any).

A Notice of Desire to Acquire the Relevant Interests is being registered against your above Computer Unit Title Register.

If you wish to negotiate further, please contact Robyn Shephard, Opus International Consultants Limited, Level 3, 100 Beaumont Street, Westhaven, Auckland 1010 (PO Box 5848, Wellesley Street, Auckland 1141), telephone (09)355 9230.

Please note that the Crown may commence to acquire the Relevant Interests compulsorily if agreement cannot be reached within three months of the date of service of this notice.

As this notice affects your property rights, I recommend that you seek legal advice if you have any doubt as to its effect.


Minister for Land Information

Date: 8/12/2010

SCHEDULE 1 - THE COMMON INTERESTS TO BE ACQUIRED

Land at 1510 Great North Road, Waterview, Auckland :

- (a) A stratum estate in freehold in 7896m² (subject to survey) being Sections 156 and 1156 on the attached draft SO Plan 434446 ("the Motorway Land"), being part of the Common Property shown on Deposited Plan 212138;
- (b) The right to exercise any of the incidental rights under section 11 of the Unit Titles Act 1972 that may be relevant;
- (c) A land covenant over part of the Common Property shown on Deposited Plan 212138 marked EZ on the attached draft SO Plan 434446 ("the Tunnel Protection Land") appurtenant to the Motorway Land on the terms and conditions set out in Schedule 2;
- (d) A lease of part of the Common Property shown on Deposited Plan 212138 marked "Temporary Occupation" on the attached on the attached draft SO Plan 434446 ("the Temporary Occupation Land") on the terms and conditions set out in Schedule 3;
- (e) An easement in gross to maintain a groundwater monitoring well on part of the Common Property shown on Deposited Plan 212138 marked A on the attached Land Requirement Plan ("the Well Area") on the terms and conditions set out in Schedule 4;
- (f) A pedestrian right of way easement in gross over the Common Property shown on Deposited Plan 212138 on the terms and conditions set out in Schedule 5.

SCHEDULE 2 – RESTRICTIVE COVENANT APPURTENANT TO THE MOTORWAY LAND

Background

- A. The landowners are registered as proprietor of an estate in fee simple in the Common Property shown on Deposited Plan 212138 being part of the land comprised in Computer Unit Title Registers NA140A/328 to NA140A/362 inclusive, by virtue of section 9 of the Unit Titles Act 1972 ("the Servient Land").
- B. The route of the State Highway 20, Waterview Connection ("the State Highway") will run in an underground tunnel beneath the land ("the Tunnel"), constructed in a stratum estate in fee simple acquired by the Crown for motorway purposes. Part of this stratum will be declared Road and State highway on completion of construction. The State Highway may also have the status of Motorway under the Government Roading Powers Act 1989.
- C. Pursuant to sections 61(1) and 80(1) of the Government Roading Powers Act 1989, The New Zealand Transport Agency, together with its successors at law ("NZTA"), has sole powers of control for all purposes of all State highways and Motorways.
- D. The Crown needs to protect the State Highway and the Tunnel from damage and interference from inconsistent activities above the Tunnel.
- E. NZTA has obtained, or will obtain, a designation under the Resource Management Act 1991 for the State Highway, the Tunnel and certain land between the Tunnel and the surface of the Servient Land ("the Designation").

Prohibition of inconsistent activities

Existing Statutory Restrictions

1. Certain activities above the State Highway and the Tunnel may affect the integrity of the Tunnel and the safety of the State Highway and users of it.

Designation pursuant to the Resource Management Act 1991

- 1.1 Section 176 of the Resource Management Act 1991 provides that no person may, without NZTA's prior written consent, do anything in relation to any land subject to the Designation which would prevent or hinder the State Highway or the Tunnel.

Public Works Act 1981

- 1.2. Section 237 of the Public Works Act 1981 provides that, except with the prior written consent of NZTA, no person may excavate or otherwise interfere with any land in the vicinity of the State Highway or the Tunnel if the excavation or interference is likely to produce, directly or indirectly, a subsidence on to the State Highway or the Tunnel or a subsidence of the State Highway or the Tunnel or of the soil under it. A breach of that section is an offence and also gives rise to civil liability for all damage caused to the State Highway or the Tunnel arising from that breach.

Government Roading Powers Act 1989

- 1.3 Section 78 of the Government Roading Powers Act 1989 provides that, except with the prior written consent of NZTA, no person may place any wire, cable, pipe, tower, pole, or other structure or thing on, over, or under any Motorway, or on, over, or under any land that has been taken, purchased, set apart or acquired for the purpose of constructing a Motorway.

Restrictions on excavations

2. For better compliance with the existing restrictions recorded in clauses 1.1-1.3 of this schedule and the better protection of the State Highway and the Tunnel, the landowner shall not:
 - 2.1 Excavate or otherwise disturb the soil in any manner whatsoever in the Tunnel Protection Land without the prior written consent of the Crown on each occasion and subject to strict compliance with such conditions as the Crown may impose on any such consent;
 - 2.2 Suffer, allow, or permit (including without limitation giving any consents or approvals under the Resource Management Act 1991 or otherwise) any other person to take any action in respect of the Servient Land that would breach clause 2.1;
 - 2.3 Fund, encourage or otherwise be involved in, any act, matter or thing in respect of the Servient Land that would, if carried out by the landowner itself, breach clause 2.1.
3. For the avoidance of doubt, clause 2.1 applies to any activity, whether that activity commences on the surface of the Servient Land or any other property.
4. The Crown's consent under clause 2.1 may be given or withheld, or made subject to conditions, at the Crown's sole and absolute discretion. Consent will be required on

each occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion.

5. If NZTA gives written permission to any activities that would otherwise breach clause 2.1 then the Crown will consent under clause 2.1 to those activities.
6. For the avoidance of doubt, the landowner does not require the consent of the Crown to carry out any activities that do not extend into the Tunnel Protection Land.
7. The landowner shall:
 - 7.1 Impose on every occupier of the Servient Land or holder of any unregistered interest in the Servient Land an obligation to observe and perform the terms of this covenant.
 - 7.2 Pay all legal costs and disbursements in respect of the performance and observance by the landowner of the terms of this covenant including legal costs on a solicitor/client basis and to otherwise indemnify the Crown against any claims, loss and expense of whatever kind incurred by the Crown as a consequence of the landowner failing to comply with the provisions of this covenant.
- 8.1 This covenant shall be binding on all transferees, tenants, lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Servient Land.

SCHEDULE 3 – LEASE FOR TEMPORARY OCCUPATION AREA

Purpose for which leasehold estate is required

1. The leasehold estate (the "Lease") is required over the Temporary Occupation Land forming part of the Common Property on Deposited Plan 212138 to enable the Crown to occupy the Temporary Occupation Land to carry out the works associated with the construction of the Tunnel and in particular for excavation associated with the construction of the driven tunnel portal and the cut and cover transition to the north of the Temporary Occupation Land, and all reinstatement works ("the Works").

Terms of leasehold estate

2. The Crown must give Body Corporate 212138 ("the Body Corporate") three months notice in writing that it intends to occupy the Temporary Occupation Land to carry out the Works.
3. The Lease will be for a term of four years commencing on the date immediately following the expiry of the Crown's notice given under clause 2 of this Schedule, and terminating on the date four years thereafter.
4. The Crown will have the right to terminate the Lease at any time by giving the Body Corporate one month's notice in writing.
5. During the term of the Lease the Crown will have the right to carry out the Works on the Temporary Occupation Land, including excavating and removing soil, rock and other material, storing plant, equipment and materials on that land, removing trees, erecting construction barriers, and constructing such structures and associated works as are reasonably necessary in the Crown's opinion for the purpose of ensuring the stability of the land arising from the construction of the Tunnel and the driven tunnel portal and cut and cover transition, and reinstating the land and any improvements, services and planting affected by the Works to as nearly as is practicable the condition they were in before the commencement of the Works.
6. The Crown will repair and make good any damage caused to any part of the surface of the Temporary Occupation Land resulting from the Crown's occupation and use of that land.
7. The Crown will keep the Temporary Occupation Land secure by means of appropriate fencing at all times during the term of the Lease.

SCHEDULE 4 – EASEMENT IN GROSS FOR GROUNDWATER MONITORING WELL

1. The Crown will have the right as an easement in gross to install and maintain a groundwater monitoring well (the "Well") within the Well Area, and to take readings by means of the Well.
2. For the purposes of the right in clause 1 of this Schedule the Crown will have the right with its contractors and workmen to obtain access to the Well Area from Great North Road, over part of the Common Property on Deposited Plan 212138 generally in accordance with the route marked "B" on the attached Land Requirement Plan, on foot and with such tools and equipment as are reasonably necessary for the purposes of taking readings of the groundwater by means of the Well.
3. The rights in this easement will be exercisable at any time, during daylight hours, on the relevant Crown agent giving not less than 24 hours notice to Body Corporate 212138. It is expected that access will be required at approximately monthly intervals, however the Crown may obtain access at other times or more frequent intervals if it reasonably so requires. It is expected that the period of access required will be no more than one day on each occasion. The persons exercising the rights under this easement must have with them appropriate evidence of their authority and their identity, and must produce the same if required to do so.
4. The term of this easement will commence from the date on which this easement is registered at Land Information New Zealand and will expire 6 years after the commencement date.
5. During the term of this easement the Well will be sealed with a toby box, flush with the surrounding ground level, when not being accessed for readings. This will be of sufficient strength and durability to allow cars or other motor vehicles to be driven over it when so sealed.
6. The Crown will be responsible for the maintenance of the Well and for ensuring that it does not become a danger or a nuisance. However if any damage is caused to the Well by the landowner or any persons for whom the landowner is responsible, the landowner will be required to make good the damage at its cost.
7. On termination of the term of this easement the Crown must reinstate the surface of the land to as nearly as is practicable the same condition as it was in before the installation of the Well.

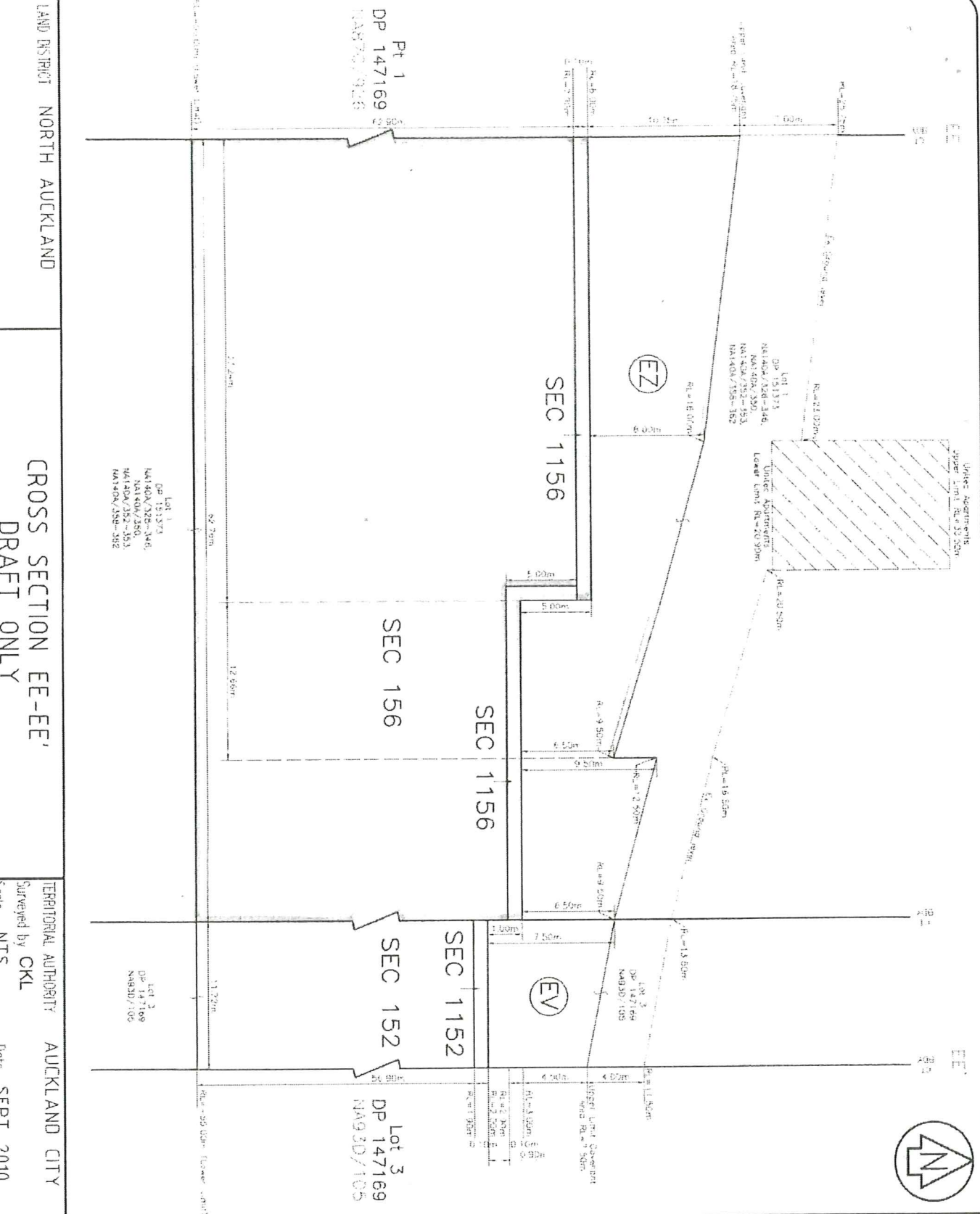
SCHEDULE 5 – PEDESTRIAN RIGHT OF WAY EASEMENT IN GROSS FOR ACCESS

1. The Crown will have the right, as an easement in gross, to pass and repass with its agents, contractors and workmen, in common with the landowners and any tenants or other persons authorised by the landowners, from Great North Road over parts of the Common Property on Deposited Plan 212138 (the "Common Property") generally in accordance with the route marked "B", "C", "D", and "E" on the attached Land Requirement Plan, on foot and with such tools and equipment as are reasonably necessary for the purposes of carrying out regular visual assessments of the condition of the buildings on the land, to ascertain any evidence of effects of construction of the Tunnel with reference to the original condition survey, and to carry out level and/or wall inclination surveys to evaluate any movements in those buildings.
2. For the purposes of exercising the right in clause 1 of this Schedule the Crown's right of access will be limited to the following parts of the Common Property:
 - (a) those parts of the Common Property generally in accordance with the route marked "B", "C", "D", and "E" on the attached Land Requirement Plan; and
 - (b) the entrance foyers, passageways, stairs, lifts, roof voids, and other parts of the buildings that do not form part of any principal unit or accessory unit.
3. The rights in this easement will be exercisable at any time, during daylight hours, on the relevant Crown agent giving not less than 24 hours notice to Body Corporate 212138. It is expected that access will be required at approximately monthly intervals, however the Crown may obtain access at other times or more frequent intervals if it reasonably so requires. It is expected that the period of access required will be no more than one day on each occasion. The persons exercising the rights under this easement must have with them appropriate evidence of their authority and their identity, and must produce the same if required to do so.
4. The Crown will be entitled to place survey monitoring marks at such locations as it reasonably considers suitable on the buildings for the purpose of monitoring any movement of the buildings.
5. The term of this easement will commence from the date on which this easement is registered at Land Information New Zealand and will expire 6 years after the commencement date.
6. If any damage is caused to the buildings or any improvements on the land by the Crown or any person acting on behalf of the Crown under this easement, the Crown will be required to make good the damage promptly at its cost. The Crown and its agents, contractors and workmen will be entitled to gain access as described above, with such tools and equipment as are reasonably necessary for the purposes of carrying out such repairs, at any time, during daylight hours, on the relevant Crown agent giving not less than 24 hours notice to Body Corporate 212138.

**SCHEDULE 6 – SCHEDULE OF UNIT OWNERSHIP
1510 GREAT NORTH ROAD, WATERVIEW
DP 212138**

Principal Unit	Accessory Unit	Computer Unit Title Register	Registered Proprietor (Stratum In Freehold)
1A	1-2	NA140A/328	Apartments Limited
1B	3	NA140A/329	Townscape Securities Auckland Limited
1C	4	NA140A/330	Anthony Rhys Morris, Lynette Beverley Morris and Public Trust
1D	5-6	NA140A/331	Apartments Limited
1E	7-8	NA140A/332	Apartments Limited
2A	9-10	NA140A/333	Apartments Limited
2B	11-12	NA140A/334	Apartments Limited
2C	13-14	NA140A/335	Peter Rogers, Jennifer Rosemary Rogers and David Christopher Mchutchon
2D	15-16	NA140A/336	Apartments Limited
2E	17-18	NA140A/337	Apartments Limited
2F	19-20	NA140A/338	Peter Lyle Haydon, Victoria Janet Haydon, Hauraki Trustee Services (2004) Limited
2G	21-22	NA140A/339	Apartments Limited
2H	23-24	NA140A/340	Apartments Limited
2J	25-26	NA140A/341	Apartments Limited
2K	27-28	NA140A/342	Apartments Limited
3A	29-30	NA140A/343	Gavin Thomas Lumsden Brown and Judith Margaret Brown
3B	31-32	NA140A/344	Apartments Limited
3C	33-34	NA140A/345	Apartments Limited
3D	35-36	NA140A/346	Apartments Limited

Principal Unit	Accessory Unit	Computer Unit Title Register	Registered Proprietor (Stratum In Freehold)
3E	37-38	NA140A/347	Hua Ming Siow and Hui Hian Karen Soh
3F	39-40	NA140A/348	Olive Investments No. 1 Limited (Struck off)
3G	41-42	NA140A/349	Chih Tsung Kwan and Lyn See Yeoh
3H	43-44	NA140A/350	Hallen Limited
3J	45-46	NA140A/351	Hak Teck Lim
3K	47, 49	NA140A/352	Apartments Limited
4A	48, 50	NA140A/353	Rodney Duncan Jones, Jenny Nell Jones and Stephen Paul Lacc
4B	51, 53	NA140A/354	Anthony Gary De Lautour and Valerie Ethel De Lautour
4C	52, 54	NA140A/355	Stewart Holdings (1970) Limited
4D	55-56	NA140A/356	Bethlehem Homes Limited
4E	57, 60	NA140A/357	Olive Investments No. 1 Limited (Struck off)
4F	58-59	NA140A/358	Stewart Holdings (1970) Limited
4G	61-62	NA140A/359	Timothy Adrian Tremayne Hill and Hlin Ping Hill
4H	63-64	NA140A/360	Madhusudan Reddy Devireddy and Vijaya Lakshmi Devireddy
4J	65-66	NA140A/361	Proquest Consulting Limited
4K	67-68	NA140A/362	Linda Beamer and Thomson Wilson Trustees Limited



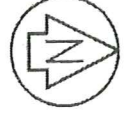
LAND DISTRICT NORTH AUCKLAND

CROSS SECTION EE-EE'
DRAFT ONLY

TERRITORIAL AUTHORITY
Surveyed by CKL
Scale NTS

AUCKLAND CITY
Date SEPT 2010

SO 434446



Horizontal Datum
Bearings and Coordinates are in terms of
Geodesic Datum 2000 - All Easements should
Note: This plan is for Land Requirement ONLY
Boundary measurements and areas are subject to
recalculation from survey
Boundaries have been adopted from Land
Line

Vertical Datum
Levels are in terms of Auckland Vertical Datum
1948

Length of Lines in RM 375.4 30 53466
RL = 41.750m
Main between RL 34.00m and RL = 55.00m is
Structural Easement
Areas of EV and EZ are to be subject to a
Proposed Reductive Conversion

Sheet 146 of

Total Area

Comprised in

CKL
Planning | Surveying | Engineering
Innovative Teams | Successful Solutions

▶ AUCKLAND: 3 Maurice St, Newmarket
DP 524 7025
▶ HAMILTON: 310 Tassan St
DP 07 839 2041
▶ TE ANAHAU: 188 Foulse St
DP 07 871 8144

Pt 1
DP 147169
NA870/923

Lot 1
DP 151374
NA1404/328-348
NA1404/350
NA1404/352-353
NA1404/358-382

Lot 3
DP 147169
NA830/105

Lot 3
DP 147169
NA830/105

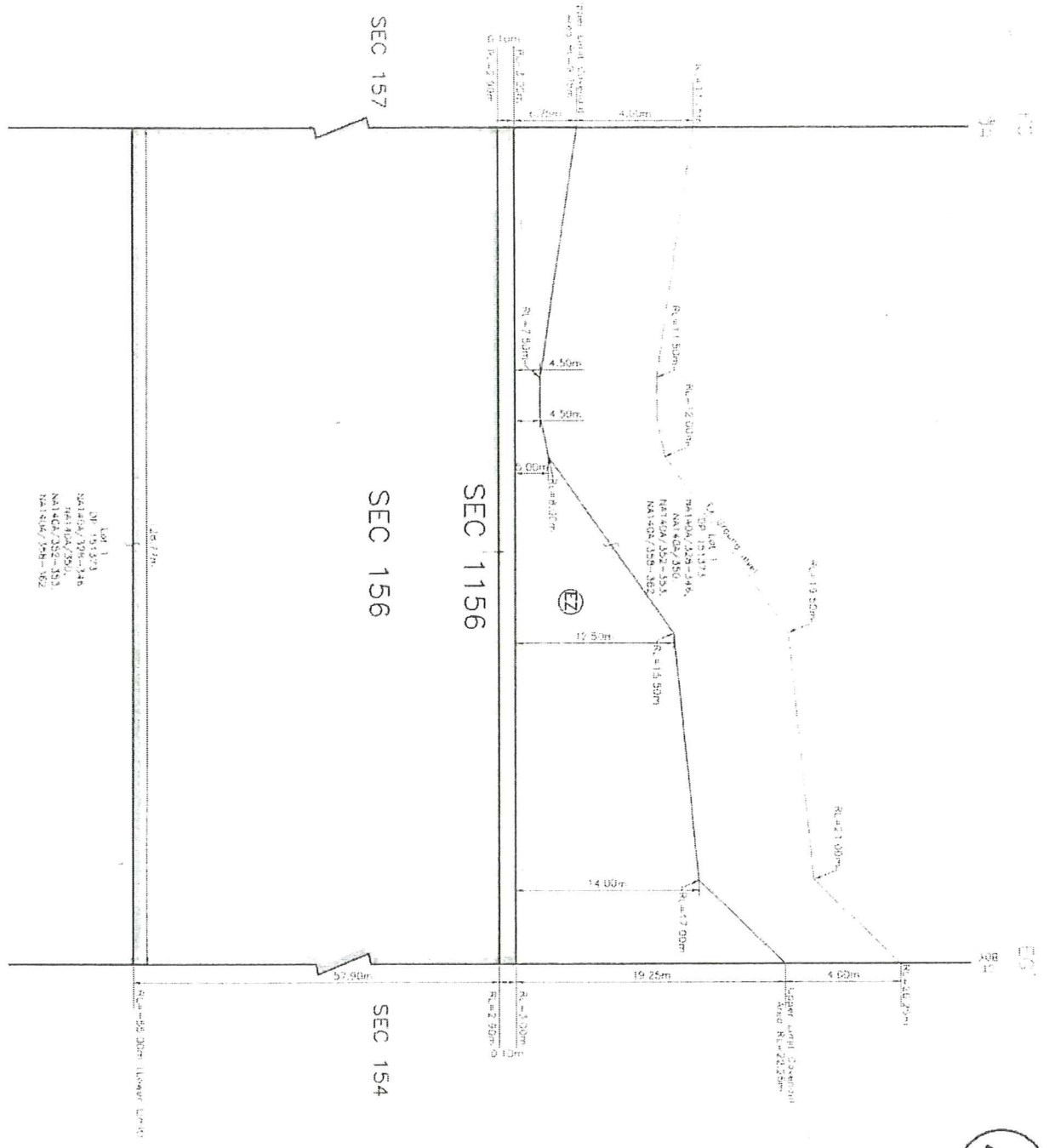
LAND DISTRICT NORTH AUCKLAND

CROSS SECTION EG-EG'
DRAFT ONLY

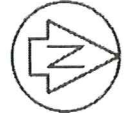
TERRITORIAL AUTHORITY
Surveyed by CKL
Scale NTS

AUCKLAND CITY
Date SEPT 2010

SO 434446



Lot 1
DP 151273
SALISBURY/208-346
HAMILTON/250/
NAPIER/352-353
NAPIER/258-362



Horizontal Datum
Bearings and Distances are in terms of
Sabbatic Datum 1840. All other points shown
here. This plan is for large requirement ONLY.
Boundary dimensions and areas are subject to
final survey. Particulars have been checked from
plans.

Vertical Datum
Levels are in terms of Auckland vertical datum
1948.

Origin of Levels is PA 1794 SO 51499
RL is 41750m
Plan between RL 34 00m and RL 59 00m is
Section Centre
Area EG-15 to be subject to a Proposed
Road drive clearance

Sheet 146 of

Total Area

Compared in

CKL
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▶ AUCKLAND: 9 Market Rd, Horewood
 09 334 0278
 ▶ HAMILTON: 110 Fraser St
 07 839 2061
 ▶ THE MARLBOROUGH: Teasdale St
 07 671 0144