

Site Addresses, Titles and Encumbrances

Street Address/DP	Title	Instrument
75-79 Tamaki Drive and 6 Patteson Avenue Lot 1 DP 42546	NA1171/43	<ul style="list-style-type: none"> • Transfer 290082 - ROW • Transfer 566500 — Drainage Right • Transfer 589325 — Party Wall • Transfer 290083 — Party Wall • B663602.1 Certificate Pursuant to Section 643(2) Local Government Act 1974 • Encumbrance 5815546.3 - ACC
81-87 Tamaki Drive Lot 30 DP 20244	NA693/304	<ul style="list-style-type: none"> • Transfer 290082 — ROW • Transfer 290083 — Party Wall
89-97 Tamaki Drive Lot 31-32 DP 20244	NA639/206	<ul style="list-style-type: none"> • Encumbrance 5815546.2 — 4 public carparks
8-10 Patteson Avenue Lot 2 DP 42546	NA1171/44	<ul style="list-style-type: none"> • Transfer 290082 - ROW • Transfer 566500 — Drainage Right • Transfer 589325 — Party Wall • B663602.1 Certificate Pursuant to Section 643(2) Local Government Act 1974
12 Patteson Avenue Lot 3 DP 42546	NA1171/42	<ul style="list-style-type: none"> • Transfer 290082 - ROW • Transfer 566500 — Drainage Right • Transfer 589325 — Party Wall
14 Patteson Avenue Lot 38 DP 20244	NA53A/1358	<ul style="list-style-type: none"> • Transfer 243520 — Fencing Agreement • Transfer 218381- Drainage Rights
14A Patteson Avenue	NA53A/1355 NA53A/1358	<ul style="list-style-type: none"> • Transfer 243520 - Fencing Agreement • Transfer 218381- Drainage Rights
14B Patteson Avenue	NA53A/1356 NA53A/1358	<ul style="list-style-type: none"> • Transfer 243520 - Fencing Agreement • Transfer 218381- Drainage Rights
14C Patteson Avenue	NA53A/1357 NA53A/1358	<ul style="list-style-type: none"> • Transfer 243520 - Fencing Agreement • Transfer 218381- Drainage Rights
26 Marau Crescent Lot 39 DP 20244	NA748/220	<ul style="list-style-type: none"> • Transfer 218381 — Drainage Rights
28 Marau Crescent Lot 40 DP 20244	NA714/385	<ul style="list-style-type: none"> • Transfer 218381- Drainage Rights
30 Marau Crescent Lot 41 DP 20244	NA748/221	<ul style="list-style-type: none"> • Transfer 218381- Drainage Rights

Generally, the legal interests present on the Records of Title are internal to the site – such as those relating to party walls, drainage rights, and right of way. There are a number of encumbrances with Auckland Council, which are as described below. None of the legal interests will preclude the redevelopment of the site.

Interest	Description
Encumbrance 5815546.3 – between DHL and Auckland Council	The encumbrance relates to the site at 75-79 Tamaki Drive, for the lease of airspace above the legal road to De Fontain Limited. As the building is to be demolished, this will be extinguished.
Encumbrance 5815546.2 – between DHL and Auckland Council	This encumbrance relates to an airspace lease for the airspace adjoining 87-89 Tamaki Drive. The conditions of the lease require four paid car parking spaces to be provided on the site on a pay and display basis. As the building is to be demolished, this will be extinguished.
Transfer 290082 – ROW subject to Council's Conditions of Consent	This relates to the Right of Way across 75-79 Tamaki Drive and 8-12 Patteson Avenue. The conditions require this is maintained to the satisfaction of Council, a gate is erected, and no buildings have frontage to this Right of Way. This will be extinguished as the Right of Way is internal to the subject site and will no longer be required.
Transfer 218381 – Subject to a Right in Gross to divert storm and surface water over and across, and for drainage in favour of Auckland Council	Wastewater and stormwater mains run through the rear of the sites at 26, 28 and 30 Marau Crescent. The wastewater infrastructure within the site will need to be diverted to allow for the proposed basement. The relevant easements will be extinguished and new easements provided to provide for the new infrastructure.
B663602.1 Certificate Pursuant to Section 643(2) Local Government Act 1974	This requires 75-79 Tamaki Drive to be held with 8-10 Patteson Avenue, and not transferred or leased without Auckland Council consent.

36,5057

B663602.1 C643

TO: The District Land Registrar,
Land Registry Office,
AUCKLAND

SUPER SPORTS LIMITED at Auckland as registered proprietor of all the land described in the Schedule hereto HEREBY CERTIFIES that pursuant to Section 643 of the Local Government Act 1974 the following condition has been imposed by the Auckland City Council, namely:-

"That except with the prior consent of The Auckland City Council none of the allotments described in the Schedule hereto shall be transferred or leased except in conjunction with the others"

And you are hereby requested to enter a memorial against each of the Certificates of Title referred to in the Schedule hereto in accordance with Section 643 Subsection (2) of the Local Government Act 1974.

DATED this 14th day of April 1987

SCHEDULE

1. All that parcel of land containing 425 m² more or less being Lot 1 Deposited Plan 42546 and being part Allotment 32 District of Tamaki and being all the land comprised and described in Certificate of Title Volume 1171 Folio 43 (North Auckland Registry)

TOGETHER WITH:

Right-of-way created by Transfer 290082
Party wall rights created by Transfer 270203
Right-of-way created by Transfer 566500
Drainage easement created by Transfer 566500
Party wall easement created by Transfer 589325

AND SUBJECT TO:

Mortgage B.217719.3

2. All that parcel of land containing 136 m² more or less being Lot 2 Deposited Plan 42546 and being part Allotment 32 District of Tamaki and being all the land comprised and described in Certificate of Title Volume 1171 Folio 44 (North Auckland Registry)

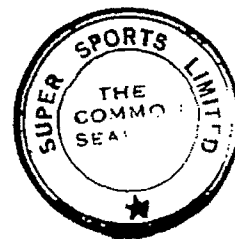
TOGETHER WITH:

Right-of-way created by Transfer 290082
Right-of-way created by Transfer 566500
Drainage easement created by Transfer 566500
Party wall easement created by Transfer 589325

AND SUBJECT TO:

Party wall easement created by Transfer 589325
Mortgage B.217719.3

THE COMMON SEAL of SUPER)
SPORTS LIMITED was)
hereunto affixed in the)
presence of :)



[Signature] Director

[Signature] Director/Secretary

J. K.

463

41

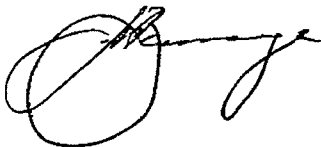
CONSENT TO MORTGAGE

WESTPAC MERCHANT FINANCE LIMITED the mortgagee under and by virtue of Memorandum of Mortgage B.217719.3 HEREBY CONSENTS to the registration of the within Certificate under Section 643 of the Local Government Act 1974 by SUPER SPORTS LIMITED.

DATED this 29th day of April 1987

SIGNED by the said WESTPAC)
MERCHANT FINANCE LIMITED)
by its Attorney:)
)
)
)
)
)
)

.....
THE COMMON SEAL of
WESTPAC MERCHANT FINANCE LIMITED
was hereunto affixed in the presence of :

 Authorised Officer

 Authorised Officer



SECTION 643 CERTIFICATE

SUPER SPORTS LIMITED

THE AUCKLAND CITY COUNCIL

Particulars entered in
Register as shown in the
schedule of land herein
the date and at the time
stamped below.

.....
District/Assistant Land
Registrar
of the District of North
Auckland

SIMPSON GRIERSON BUTLER WHITE
SOLICITORS
AUCKLAND

TO: The District Land Registrar,
Land Registry Office,
AUCKLAND

THE AUCKLAND CITY COUNCIL HEREBY CERTIFIES that the
Certificates of Title in the name of SUPER SPORTS LIMITED at
Auckland being the Certificates of Title to those parcels of
land more particularly described in the Schedule hereto are
required to be noted with a memorial pursuant to Section 643
of the Local Government Act 1974 for the purposes of
complying with a condition imposed under Subsection (1) of
Section 643 of the said Act, namely:-

"That except with the prior consent of The Auckland
City Council none of the allotments described in the
Schedule hereto shall be transferred or leased except
in conjunction with the others"

DATED this 7th day of MAY 1987

SCHEDULE

1. All that parcel of land containing 425 m² more or
less being Lot 1 Deposited Plan 42546 and being part
Allotment 32 District of Tamaki and being all the land
comprised and described in Certificate of Title
Volume 1171 Folio 43 (North Auckland Registry)

TOGETHER WITH:

Right of way created by Transfer 290082
Party wall rights created by Transfer 270283
Right of way created by Transfer 566500
Drainage easement created by Transfer 566500
Party wall easement created by Transfer 589325

AND SUBJECT TO:

Mortgage B.217719.3

2. All that parcel of land containing 136 m² more or less being Lot 2 Deposited Plan 42546 and being part Allotment 32 District of Tamaki and being all the land comprised and described in Certificate of Title Volume 1171 Folio 44 (North Auckland Registry)

TOGETHER WITH:

Right of way created by Transfer 290082

Right of way created by Transfer 566500

Drainage easement created by Transfer 566500

Party wall easement created by Transfer 589325

AND SUBJECT TO:

Party wall easement created by Transfer 589325

Mortgage B.217719.3

SIGNED by THE AUCKLAND CITY)

COUNCIL by its Town Clerk)

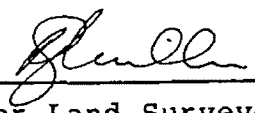
BRUCE THOMAS WILLIAM ANDERSON)

pursuant to the authority)

conferred by Sections 252 and)

716 of the Local Government)

Act 1974:)



Senior Land Surveyor
Pursuant to Deed of
Delegation No. B628154.3

SECTION 643 CERTIFICATE

SUPER SPORTS LIMITED

THE AUCKLAND CITY COUNCIL

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

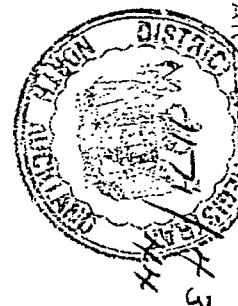
.....
District/Assistant Land
Registrar
of the District of North
Auckland

IF

Sec. 643 Cert
magec consent
\$70.

SIMPSON GRIERSON BUTLER WHITE
SOLICITORS
AUCKLAND

BSH



ASST LAND REGISTRAR
LAND REGISTRY AUCKLAND
PARTICULARS ENTERED IN REGISTER

1833x



1. ~~50~~ 13 MAY 87 B 663602-1F

MEMORANDUM OF ENCUMBRANCE

between

DRIVE HOLDINGS LIMITED

and

AUCKLAND CITY COUNCIL

Correct for the purposes of the Land
Transfer Act 1952


Solicitor for Council



AUCKLAND CITY

MEMORANDUM dated the 11 day of November 2003

BETWEEN DRIVE HOLDINGS LIMITED ("Encumbrancer")

A N D AUCKLAND CITY COUNCIL ("Council")

BACKGROUND:

- A. The Encumbrancer is registered as proprietor of an estate in fee simple in the Land, which is situated in Council's district.
- B. The Encumbrancer has requested Council to consent to an airspace lease in favour of De Fontein Limited at 75 Tamaki Drive, Mission Bay.
- C. Council has agreed to consent to the airspace lease on the condition (amongst other things) that the Encumbrancer grants the rent charge and enters into the covenants in this encumbrance.

NOW THIS MEMORANDUM WITNESSES:

1. INTERPRETATION

In this memorandum unless the context indicates otherwise:

1.1 Definitions:

"Council" means Auckland City Council and includes its successors and its officers and agents;

"Encumbrancer" means the person named as the Encumbrancer in this memorandum and includes the person for the time being registered as proprietor of the Land and any person claiming under the Encumbrancer, but only for as long that person has an interest in the Land; and

"Land" means the Encumbrancer's Land being Certificate of Title 639/206 (North Auckland Registry);

1.2 Defined Expressions: Expressions defined in the main body of this memorandum have the defined meaning in the whole of this memorandum including the background;

1.3 Headings: Section, clause and other headings are for ease of reference only and will not affect this memorandum's interpretation;

1.4 Joint and Several Liability: An obligation by two or more persons binds those persons jointly and severally;

1.5 Negative Obligations: Any obligation not to do anything will include an obligation not to suffer, permit or cause that thing to be done;

1.6 Parties: References to parties are references to parties to this memorandum;

- 1.7 **Persons:** References to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 1.8 **Plural and singular:** Words importing the singular number will include the plural and vice versa;
- 1.9 **Schedules:** The schedules to this memorandum and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this memorandum;
- 1.10 **Sections, Clauses and Schedules:** References to sections, clauses and schedules are references to this memorandum's sections, clauses and schedules; and
- 1.11 **Statutes and Regulations:** References to any statutory provision will include any statutory provision, which amends or replaces it, and any subordinate legislation made under it.

2. ENCUMBRANCE

The Encumbrancer encumbers the Land for the benefit of Council for a term of 999 years with an annual rent charge of 5 cents to be paid on 1 June each year if demanded by that date.

3. COVENANTS

The Encumbrancer covenants with Council to perform the obligations in the schedule.

4. DISCHARGE

Council will discharge this encumbrance if the obligations in the schedule become obsolete.

5. COSTS

The Encumbrancer will pay all legal costs attributable to the preparation, registration, enforcement and discharge of this encumbrance.

6. FIRST CHARGE

This encumbrance shall rank as a first charge in respect of the Land and the Encumbrancer shall enter into a priority with any mortgagee to reflect the same.

7. IMPLIED TERMS

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

- 7.1 Council is entitled to none of the powers and remedies of encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and

- 7.2 no covenants by the Encumbrancer or his or her successors in title are implied in this encumbrance other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.

Executed by the Encumbrancer

SIGNED by **DRIVE HOLDINGS LIMITED** in
the presence of:

DARRYL ROGER HENRY
Full name of director/authorised signatory

[Signature]
Signature of director/authorised signatory

[Signature]
Full name of director/authorised signatory

[Signature]
Signature of director/authorised signatory

Witness:
(if other than two directors sign)

[Signature]
Signature of witness

ALISTER ROSS PREW
Full name of witness

SOLICITOR
Occupation of witness

AUCKLAND
Address of witness

SCHEDULE

(Covenants)

PROVISION OF PUBLIC CARPARKING SPACES

The Encumbrancer will at all times:

1. provide four carparking spaces for use by the general public on the Land on a 'pay and display' basis. The carparking spaces will be in addition to any carparking spaces supplied on the Land to satisfy the requirements of any other resource consent(s);
2. ensure that the carparking spaces on the Land are all of a suitable size; and
3. maintain signage of a suitable size and location and approved by Council advising members of the public of the existence and location of the general carpark that includes the four carparking spaces. The individual carparking spaces within the carpark do not need to be specifically marked.

ENC 5815546.3 Encu

Cpy - 01/01, Pgs - 005, 27/11/03, 06



DocID: 311170590

MEMORANDUM OF ENCUMBRANCE

between

DRIVE HOLDINGS LIMITED

and

AUCKLAND CITY COUNCIL

Correct for the purposes of the Land
Transfer Act 1952

Solicitor for Council



AUCKLAND CITY

THIS MEMORANDUM dated the 11 day of November 2003

BETWEEN DRIVE HOLDINGS LIMITED ("Encumbrancer")

AND AUCKLAND CITY COUNCIL ("Council")

BACKGROUND:

- A. The Encumbrancer is registered as proprietor of the Land, which is situated in the district of Council.
- B. Council has agreed to grant the Lease to De Fontein Limited on the condition that the Encumbrancer grants the rent charge and enters into the covenants in this encumbrance.

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this memorandum unless the context indicates otherwise:

1.1 Definitions:

"Council" means Auckland City Council and includes its successors and its officers and agents;

"Encumbrancer" means the person named as the Encumbrancer in this memorandum and includes the person for the time being registered as proprietor of the Land to the intent that any such person will not continue to be liable for a default under this memorandum committed after he or she has parted with his or her interest in the Land;

"Land" means the land described in certificate of title 1171/43 (North Auckland Registry);

"Lease" means the lease between Council as lessor, De Fontein Limited as lessee and the Encumbrancer as guarantor, being a lease of airspace above legal road adjacent to the Land in Council's district;

1.2 Defined Expressions: expressions defined in the main body of this memorandum have the defined meaning in the whole of this memorandum including the background;

1.3 Headings: section, clause and other headings are for ease of reference only and do not affect this memorandum's interpretation;

1.4 Joint and Several Liability: an obligation by two or more persons binds those persons jointly and severally;

1.5 Negative Obligations: any obligation not to do anything include an obligation not to suffer, permit or cause that thing to be done;

1.6 Parties: references to parties are references to parties to this memorandum;

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- 1.7 **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 1.8 **Plural and Singular:** words importing the singular number include the plural and vice versa;
- 1.9 **Schedules:** the schedules to this memorandum and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this memorandum;
- 1.10 **Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this memorandum's sections, clauses and schedules; and
- 1.11 **Statutes and Regulations:** references to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

2. **ENCUMBRANCE**

The Encumbrancer encumbers the Land for the benefit of Council for a term of 999 years from the commencement date of the Lease with an annual rent charge of 5 cents to be paid on 1 June each year if demanded by that date.

3. **COVENANTS**

The Encumbrancer covenants with Council to perform the obligations in the Schedule.

4. **DISCHARGE**

Council will discharge this encumbrance on termination of the Lease.

5. **COSTS**

The Encumbrancer will pay all legal costs directly or indirectly attributable to the preparation, registration, enforcement and discharge of this encumbrance.

6. **FIRST CHARGE**

This encumbrance shall rank as a first charge in respect of the Land and the Encumbrancer shall enter into a priority with any mortgagee to reflect the same.

7. **IMPLIED TERMS**

Section 104 of the Property Law Act 1952 applies to this encumbrance but otherwise (and without prejudice to Council's rights of action at common law as a rent charger or encumbrancee);

- 7.1 Council is entitled to none of the powers and remedies of encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and

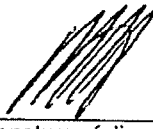
SPM

- 7.2 no covenants by the Encumbrancer or his or her successors in title are implied in this encumbrance other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.

Executed by the Encumbrancer

SIGNED by DRIVE HOLDINGS LIMITED in the presence of:

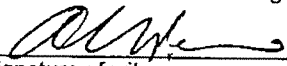
DARRYL ROGER HENRY
Full name of director/authorised signatory


Signature of director/authorised signatory

~~Full name of director/authorised signatory~~

~~Signature of director/authorised signatory~~

Witness:
(if other than two directors sign)


Signature of witness

ALISTER ROSS BREW
Full name of witness

SOLICITOR
Occupation of witness

ANCKLAND
Address of witness

SCHEDULE (Covenants)

The Encumbrancer acknowledges that:

1. this Encumbrance has been registered against the title of the Land to give notice of the Lease and ensure that the registered proprietor of the Land is bound by the terms of the Lease; and
2. it has received a copy of the Lease and shall observe and perform the covenants and conditions on the part of the lessee contained in the Lease as if the Encumbrancer were the lessee under the Lease.



Approved by the District Land Registrar, Auckland. No. 3114

566500 TE
18/11/55

NEW ZEALAND

MEMORANDUM OF TRANSFER

ELSIE AGNES MASON wife of Robert Brockie Mason of Auckland, Chemist
and ROBERT BROOKIE MASON of Auckland, Chemist (hereinafter referred
to as the "transferors").

1. Here state nature of the being registered as the proprietor of an estate¹ in fee simple as tenants in ...
estate or interest. common in equal shares
subject however to such encumbrances liens and interests as are notified by memoranda.

2. District, county, hundred underwritten or endorsed hereon in all that piece of land situated in the²
or township, Auckland Land District.

3. Here state area, exclusive containing³ TEN DECIMAL FIVE PERCHES (0:0:10.5) a little more or less.
of roads intersecting the same, being situated in the City of Auckland being Lot 3 on Deposited ...
if any, Plan No. 42546 and being portion of Allotment 32 of the District of

4. Here state rights of way, ~~be the same a little more or less~~ Tamaki and being part of the land comprised
privileges, or easements, if any, and described in Certificate of Title Volume 672 Folio 24 Auckland.
intended to be conveyed: If the Registry SUBJECT to Agreements as to fencing contained in Transfers
land to be dealt with contains No's 27944 and 275064 having appurtenant thereto a Right of Way ...
all that is included in an exist- over part of the land in Certificate of Title Volume 693 Folio 304.
ing grant, or certificate of created in and by Transfer No. 290082.
title, or lease, refer thereto SUBJECT to Grant of Right of Way over part thereof appurtenant to..
for "description" of parcels and the land in Certificate of Title Volume 693 Folio 304 created in ..
boundaries in chains, links or and by Transfer No. 290082.
feet, and refer to the plan
delineated on the plan, or
annexed to the instrument, or
deposited in the Land Registry
Office.

IN CONSIDERATION of the sum of TWO THOUSAND FIVE HUNDRED POUNDS ..
(£2500) paid to the Transferors by EASTERN PROPERTIES LIMITED a ..
duly incorporated company having its registered office at Auckland.
(hereinafter referred to as the "transferee") (the receipt of which
sum is hereby acknowledged).

DO AND EACH OF THEM DO TH HEREBY TRANSFER unto the transferee all .

that their respective share and interest in the said piece of land.
above described.

RESERVING NEVERTHELESS to the transferors and their assigns full ..
free and uninterrupted right liberty and authority to and for them.
and the registered proprietor or proprietors for the time being of.
all that parcel of land described in the schedule hereto or any ...
part thereof (hereinafter called "the dominant tenement") and their
tenants servants agents workmen and visitors from time to time and.
at all times hereafter at their will and pleasure to go pass and ..
re-pass with or without vehicles horses or other animals carts car-
riages and motor vehicles of all descriptions without hindrance ...
of any kind through over and along those several portions of the ..
parcel of land above described respectively marked "right of way" ..

Stamp Duty
£ 27/10/-
27/10/55
Dist. Commissioner of Stamp Duties
AUCKLAND

paid to

by

the receipt of which sum hereby acknowledge

Do hereby Transfer to the said

5. Or a lesser estate or interest,
describing such lesser estate,

all estate and interest^s in the said piece of land

In Witness whereof . . . have, hereunto subscribed name this
day of one thousand nine hundred and

Signed by the said

in the presence of

Witness

Name

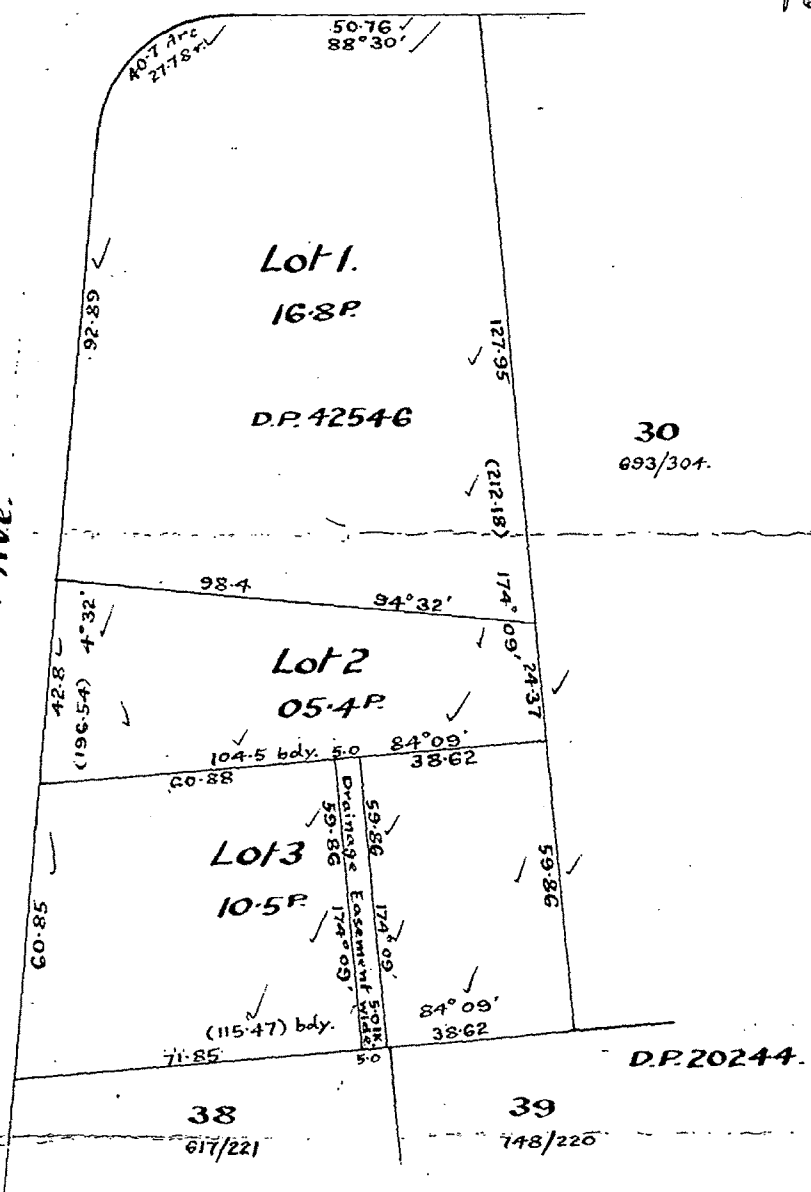
Occupation

Address

586500TE
18/11/55

Tamaki Drive.

Patterson Ave.



Comp. *A. R. R. R.*
Draughtsman
24/11/55

Scale: 30 links to an inch.

J. J. J. J.
Reg. Surveyor.

Engd.
23/11/55.

and coloured yellow pink and pink respectively on the said Deposited Plan To the intent that the right of way hereby reserved shall be and remain . forever appurtenant to the dominant tenement for all purposes connected . with the use occupation and enjoyment thereof.

RESERVING ALSO to the transferors and their assigns for all time hereafter the full free and uninterrupted right liberty and authority to and for .. them and the registered proprietors, for the time being of the dominant... tenement or any part thereof to discharge sewage and waste water in any quantities from the dominant tenement into through and along the drain .. constructed over across and through that portion of the land above described shown coloured yellow on the plan drawn hereon having a uniform width of five links and thereon marked "drainage easement" *for the purpose of conveying the said sewage and waste water from the buildings erected on the dominant tenement to the outlet of the said drain on the.. boundary of the land hereby transferred to the intent that the drainage . easement hereby reserved shall be and remain forever appurtenant to the.. dominant tenement And Also the full and free right liberty and authority to enter on the land above described at all reasonable times .. hereafter by themselves or their agents servants or workmen and with all necessary tools and implements for the purpose of inspecting cleansing... scouring and if necessary repairing and renewing the said drain and the.. pipes comprising the same and so far as the same shall reasonably be necessary in the premises to open up the surface of the said land but in so doing to cause no damage to the said land and to restore the surface thereof as nearly as may be to its former condition.* *5 links wide*

PROVIDED ALWAYS and it is hereby declared that the transferors shall not nor shall either of them be called upon to contribute towards the erection or maintenance of any dividing or boundary fence between the land.. hereby transferred and any adjoining land belonging to them or either of them BUT this proviso shall not enure for the benefit of any subsequent purchaser of such adjoining land

THE SCHEDULE

All that parcel of land containing 22.2 perches more or less being Lots 1 and 2 on Deposited Plan 42546 being part of ... Allotment 32 of the District of Tamaki and the residue of .. the land comprised and described in Certificate of Title ... Volume 672 Folio 24 Auckland Registry.

IN WITNESS WHEREOF the transferors have hereunto set their hands this..

Eleventh day of *October* One thousand nine hundred and fifty-five..

SIGNED by the said ELSIE AGNES MASON

and ROBERT BROOKIE MASON as Transfer-

ors in the presence of :-

[Signature]
Solicitor Auckland

E. A. Mason
R. B. Mason

TRANSFER

of

Lot 3 D.P. 42546

Situated in

W. Shieff
Solicitor for the Transferee

E.A. & R.B. MASON

Transferor

EASTERN PROPERTIES LTD.

Transferee

Particulars entered in Register book,

632 24

the

18th November 1955

at

2.1

o'clock.

A. Benjamin

District Land Registrar
of the District of Auckland



1171/42

Finlay & Shieff
1171/42
Case 1171/42

2

LAND & DEEDS	
Nature:	
Firm:	<i>Finlay & Shieff</i>
Date:	8 NOV 1955
Time:	<i>2.1</i>
Fee: £	<i>4.10. -</i>
Chart No.	<i>7180</i>

FINLAY & SHIEFF
SOLICITORS
AUCKLAND, N.Z.





Approved by the District Land Registrar, Auckland, No. 624.

218381 TE

New Zealand.

01011870

Memorandum of Transfer.

TE 218381 Transfer and

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WHEREAS THE MELANESIAN MISSION TRUST BOARD a body corporate duly constituted under the provision of "The Religious Charitable & Educational Trusts Act 1908" (hereinafter called the Grantor) being registered as proprietor of an estate in fee simple subject however to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon, in those parcels of land described in the Schedule hereto AND WHEREAS the Grantor has agreed to grant the easement hereinafter set out in respect of the said lands in favour of the Inhabitants of The Tamaki Road District (hereinafter called the Grantee) being the local authority within whose jurisdiction the said lands are situate NOW THESE PRIVATELY WITNESSETH that in pursuance of the said Agreement and in consideration of the premises the Grantor doth hereby transfer unto the Grantee all those lands and assigns and it and their heirs servants workmen and agents shall have full and free right liberty and privilege to divert storm and surface water through over and across all or any of the lands described in the Schedule from the roads shown on the plan annexed hereto provided however that all such storm and surface water shall be contained in drains pipe drains or watercourses running through the said lots in the positions delineated by the line shown on the said plan and from time to time to erect repair cleanse dig up alter enlarge or renew the said drains pipe drains or watercourses (c) for the purposes aforesaid to enter upon the said lands of the Grantor at all reasonable times and generally to do and perform all such acts and things as may be necessary or convenient for the full and proper exercise of the rights and privileges hereby granted And the Grantee for itself its successors and assigns doth hereby covenant with the Grantor its successors and assigns that in the exercise of the powers and privileges hereby granted it shall not do anything which is or may be injurious or inconvenient to the lands of the Grantor and the Grantor doth hereby covenant with the Grantee its successors and assigns that the Grantor will not at any time hereafter do or commit any act which shall prevent or interfere with the free passage of water through the said drains pipe drains or watercourses And it is hereby agreed and declared that this Agreement may at any time terminate this

Do hereby transfer to the said

estate and interest in the said piece

of land above described

Easement and remove the drains laid under the powers hereby granted.

IN WITNESS whereof these presents have been executed this 12th day of December, One thousand nine hundred and twenty-seven.

THE SCHEDULE

ALL THOSE pieces of land containing Eight acres two roods thirty decimal five perches more or less being Lots 102 and 144 on Deposited Plan No. 19132, Lots 2, 3, 4, 5, 6, 7, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 38, 39, 40, 41, 48, 69, 70, 71, 72, 73, 74 and 96 on Deposited Plan No. 20244 which said pieces of land are portions of Allotments Thirty-one, Thirty-two and Forty A District of Tamaki West and are portions of the land described in Certificate of Title Volume 466 Folio 21 Auckland Registry AND ALSO all those pieces of land containing together fourteen acres two roods twenty decimal five perches more or less being Lots 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 128, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 155, 156, 157, 161, 162, 163, 164, 165, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 215, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226 and 227 on Deposited Plan No. 20245 which said pieces of land are portions of Allotments 21, 32 and 40A District of Tamaki West and are portions of the land described in Certificate of Title Volume 466 Folio 21 Auckland Registry.

THE COMMON SEAL of THE MELANESIAN MISSION

TRUST BOARD was hereto affixed in the presence of

A. W. Auckland

and of A. R. Auckland

and of H. A. Auckland

Trustees

G. J. Auckland

Secretary to the said Board Auckland

THE COMMON SEAL of THE INHABITANTS OF THE

TAMAKI ROAD DISTRICT was hereto expressed

in pursuance of a resolution passed at a

meeting of the Tamaki Road Board on the

12th day of December 1927.

John M. Auckland

Chairman

Member

Clerk

Chairman

Member

Clerk



218381

I VINCENT ROBERT SISSONS MEREDITH of the City of Auckland Solicitor
the Caveator named and described in Caveat registered in the Land
Registry Office at Auckland as Number 9677 affecting Lot One hundred
and seven on a plan deposited in the Land Registry Office aforesaid
as Number 19138 DO HEREBY CONSENT to the registration of the
annexed Grant of Easements.

DATED this 21st day of January One thousand nine hundred
and twenty eight.

SIGNED by the said VINCENT ROBERT
SISSONS MEREDITH in the
presence of:-

[Handwritten signature: Vincent Robert Sissons Meredith]
[Handwritten signature: W. Ward]
[Handwritten signature: W. Ward]

Correct for the purposes of The Land Transfer Act

[Handwritten signature]
Solicitor for Caveator

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TAMAKI ROAD DI

in pursuance

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WJ/K.

20th April, 1928.

Messrs. Brookfield, Prndergast & Selmauer,
Solicitors,
AUCKLAND.

Transfer No. 218381 - The Melanesian Mission Trust
Board to The Inhabitants of the Tamaki Road Distr

Caveat X.9677 prevents the registration of above
instrument so far as the same affects Lot 107 on Plan 19138.

Meantime, the registration of the dealing is
suspended, and I would be pleased if you would give the matte
your attention in order to allow us to complete registration.

Thanking you in anticipation.

District Land Registrar.

Received 1st Dec 1928.
W. J. K.
Brookfield Prndergast Selmauer
20th April 1928

51/21A.

10th April, 1928.

Messrs. Broofield, Prendergast & Schaeffer,
Solicitors,
MELBOURNE.

Drainage Easement No. 218381 - The Melanesian Mission
Trust Board to The Inhabitants of the Taaki Land District

The Land Transfer Draughtsman reports as follows:-

"(1) The lots referred to do not comprise any portion
of Allotment 31.

(2) The area of the lots on D.C. 20245 is incorrect."

Pending attention, registration is suspended.

District Registrar.

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Register.

18th January, 192

Messrs. Brookfield, Prendergast & Schnauer,
Solicitors,
AUCKLAND.

Transfer 218381 - The Melanesian Mission Trust Board
to The Inhabitants of the Tamaki Road District.

Unless the requisition of the 20th April last
is disposed of on or before the 14th February next, the provisions
of the Land Transfer Amendment Act 1913 will be invoked; registration
will be refused; the documents will be returned; and the
interested parties thereto notified.

21. District Land Registrar.

Grant of drainage right over ^{lots}
Plan

from the H. H. T. B. to the S. of the
T. R. D. created in and by
Transfer No. 218381 produced to.

Adjust ^{lots} & Plan
number for comparative
title.

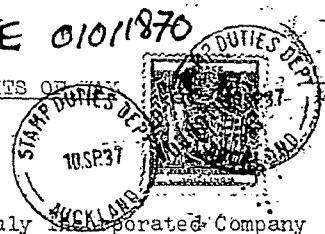
TRACED MAY 1983 FROM IT 218381
PARTS NOT COMPLETE AS ILLEGIBLE
OR MISSING.
THE ORIGINAL HELD BY LANDS &
SURVEY T. 655.

218381 TE
01011870

The original having been defaced
I hereby certify that this is a true
and correct copy of the diagram endorsed
on Transfer 218381 for the purposes of
Section 215A of the Land Transfer Act 1952.
Dated this 9th day of June 1983



Miller - 290082 TE 01011870



MEMORANDUM OF TRANSFER AND GRANT OF RIGHTS OF

W H E R E A S BERKELEY INVESTMENTS LIMITED a duly incorporated Company
having its registered Office at Auckland (hereinafter called "the Company")
is registered as proprietor of an estate in fee simple, subject, however,

to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in that parcel of land situated in the City of..

Auckland containing by admeasurement Thirty-two and three-tenths perches ..
(Oac.Or.32.3p) more or less being Lot 30 on Deposited Plan Number 20244 and
being portion of Allotment 32 of the District of Tamaki and being the residue
of the land comprised and described in Certificate of Title Volume 474 Folio
224 of the Register Book at Auckland SUBJECT to Agreement as to Fencing con-
tained in Transfer Number 219944 (hereinafter called "the first above des-
cribed land") AND WHEREAS ELSIE AGNES MASON wife of Robert Brockie Mason

of Auckland Chemist (hereinafter called "the Grantee") is registered as proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in

That parcel of land situated in the City of Auckland containing by admeasure-
ment Thirty-two and seven-tenths perches (0ac.0r.32.7p.) more or less being
Lot 29 on Deposited Plan 20244 and being portion of Allotment 32 District of
Tamaki and being all the land comprised and described in Certificate of Title
Volume 672 Folio 24 of the Register Book at Auckland SUBJECT however to

(1) Agreements as to Fencing contained in Transfers Numbers 219944 and 275064
(2) Memorandum of Mortgage Number 233649 to Kenneth Laurence Purchas Brookfield and William Main (hereinafter called "the secondly above described land") ..

AND WHEREAS the parties hereto have agreed to grant unto each other rights of way over portions of their respective land subject to certain conditions as.. are hereinafter set forth NOW THIS TRANSFER WITNESSETH as follows:-

1. IN pursuance of the premises and In Consideration of the grant by the ...
Grantee hereinafter contained the Company as beneficial owner doth hereby....
TRANSFER AND GRANT unto the Grantee her executors administrators and assigns
full and free right and liberty for her and them her and their tenants servants
visitors and licensees in common with the Company its tenants servants licensees
assignees and all others having the like right at all times hereafter by day
or night with or without horses or other animals carts carriages motor and ..
other vehicles of any description laden or unladen to pass and repass through
over and along all that portion of the land first above described as is shown
coloured blue on the plan endorsed hereon.

2. IN further pursuance of the premises and in consideration of the above ..
grant by the Company the Grantee as beneficial owner doth hereby TRANSFER AND
GRANT unto the Company its successors and assigns full and free right and ...
liberty for it and them its and their tenants servants visitors and licensees

*Restricted
Highway* → in common with the Grantee her tenants servants licensees assignees and all others having the like right hereafter by day or night to pass and repass through over and along all that portion of the land secondly above described as is shown coloured red on the plan endorsed hereon. PROVIDED HOWEVER that this grant of right of way shall not extend to include the right of user by horses cattle or other animals carts carriages motor or other .. vehicles of any description.

3. THE said grants are made TO THE INTENT that the respective rights of way granted by the Company and the Grantee respectively shall be forever appurtenant to the land secondly above described and the land first above described respectively

PROVIDED ALWAYS and IT IS HEREBY COVENANTED AGREED AND DECLARED by and between the Company (for itself its successors and assigns) and the Grantee (for herself her executors administrators and assigns) as follows:-

- (1) The owner for the time being of the said lands coloured blue on the said plan drawn hereon shall be responsible for keeping and maintaining.. the same in good and proper order condition and repair and the owner for the time being of the said lands coloured red on the said plan drawn hereon shall be responsible for keeping and maintaining the same in good and proper order condition and repair. Provided however that should the local authority in whose jurisdiction the said lands coloured blue and.. red on the said plan are situate at any time require the same or either of them to be metalled or otherwise surfaced then the Company or the owner.. for the time being of the land first described herein will at its or his own cost and expense in all things metal or otherwise surface the same to the satisfaction of both the Grantee and the said local authority
- (2) THE COMPANY expressly reserves the right to erect a stairway five ... feet in width by a depth of twenty-five feet on or over the North-eastern portion of the area coloured blue on the plan drawn hereon in the position more particularly shown on the said plan. Should the Company at any time hereafter erect the said Stairway then it will at all times thereafter at its own cost and expense maintain and keep the same in good proper and safe order condition and repair.
- (3) THE COMPANY will forthwith erect a substantial and suitable iron fence upon the Northern and Western boundaries of the area coloured red on the.. plan drawn hereon (other than the Road boundary thereto) such fence to be in all respects to the reasonable satisfaction of the Grantee.
- (4) THE COMPANY will (if and when required by the Grantee but not otherwise) forthwith erect and at its own cost and expense in all things maintain a gateway on the Western end of the said area coloured Red on the plan drawn hereon (being that portion thereof bounded by Patteson Avenue) such gateway to be to the satisfaction of both the Grantee and the local authority

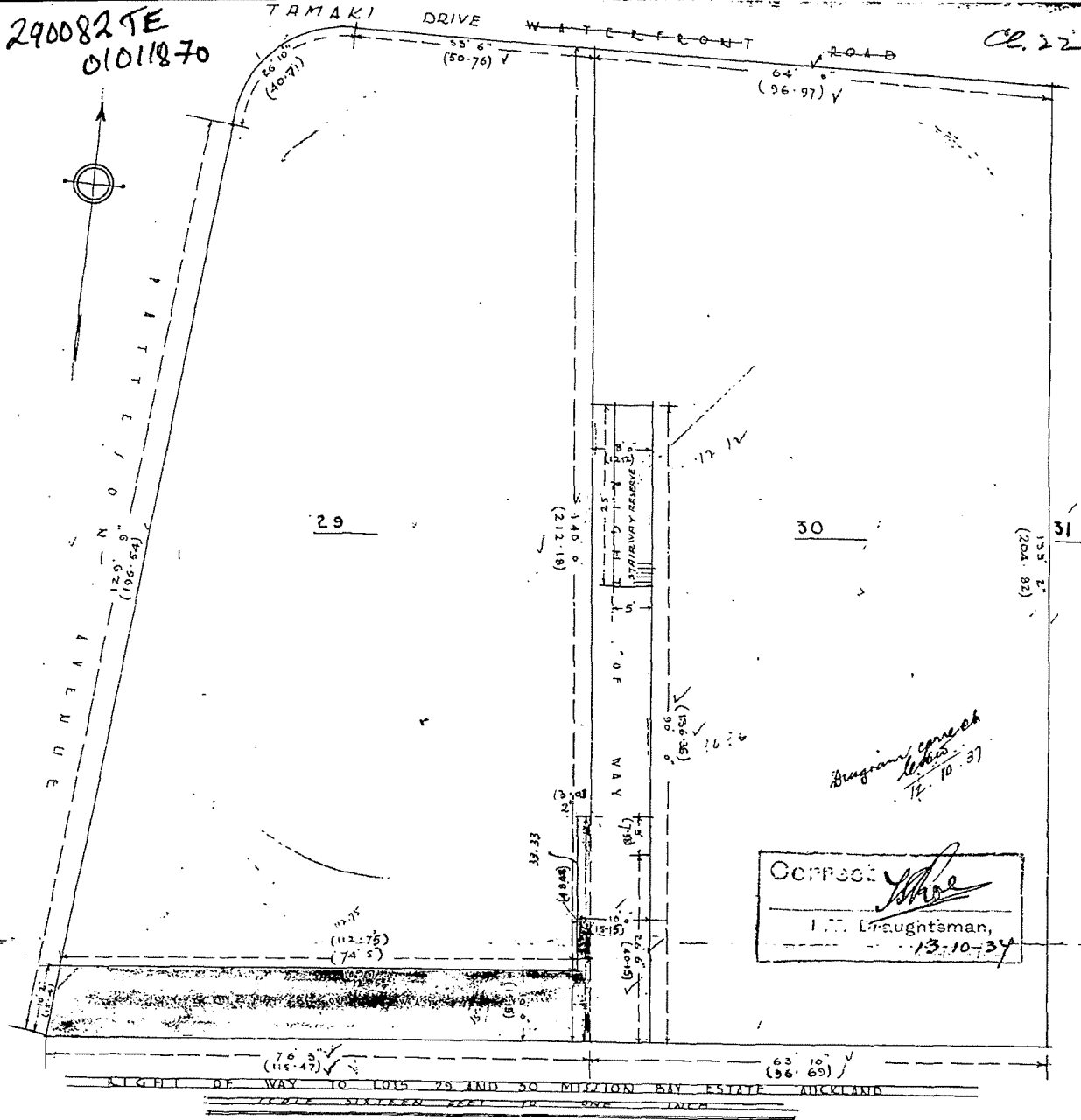
290082 TE
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TAMAKI DRIVE

DRIVE

WATERFRONT ROAD

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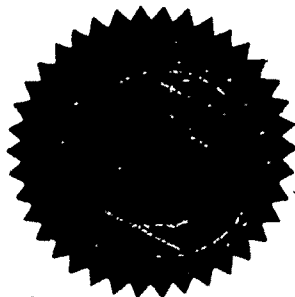


In pursuance of a resolution of THE AUCKLAND CITY COUNCIL passed on the eleventh day of March 1937 approving under Section 184 of the "Municipal Corporations Act, 1933" the rights-of-way, subject to the following conditions:-

1. THAT the rights-of-way be formed, metalled and maintained to the satisfaction of the Council
2. THAT a gate be erected and maintained at the entrance to the rights-of-way
3. THAT no buildings be erected having a frontage wholly to the rights-of-way

shewn on this plan, the Common Seal of the Body Corporate called the Mayor, Councillors and Citizens of the City of Auckland was hereto affixed in the presence of:-

J. M. Loughman MAYOR
W. Gordon Graham COUNCILLOR
P. Carr COUNCILLOR
James Melling TOWN CLERK



as per
M. Loughman