



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **NA94A/896**
Land Registration District **North Auckland**
Date Issued 04 August 1993

Prior References
NA2025/99

Estate Fee Simple
Area 41.8149 hectares more or less
Legal Description Lot 2 Deposited Plan 156737
Registered Owners
Alfriston Farms Limited

Interests

C504284.5 Encumbrance to Papakura District Council - 4.8.1993 at 2.51 pm
C638041.4 Mortgage to (now) Westpac New Zealand Limited - 8.8.1994 at 11.11 am
C638041.5 Mortgage to John Warwick Lambie - 8.8.1994 at 11.11 am
5245249.1 Variation of Mortgage C638041.4 - 7.6.2002 at 9:00 am

<p>Approvals</p> <p><i>W. O'Brien</i> Registered Owner</p> <p>Approved pursuant to Section 223 of the Resource Management Act 1991 on the 27 day of May 1993.</p> <p>The Common Seal of the Papakura District Council is attested hereon in the presence of:</p> <p><i>John Marshall</i> Mayor <i>Justine Marshall</i> Chief Executive Officer</p>		<p>NEW C.S.T. ALLOCATED</p> <p>Lot 1 94A/895 Lot 2 94A/896</p>	
<p>Areas marked A & B are to be subject to a Land Covenant.</p>		<p>Total Area 44.6181ha Comprised in CT 2025/93 (All)</p>	
<p>1. Jon Maplesden of Auckland Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 26 of the Survey Act 1980 hereby certify that this plan has been made from surveys and measurements taken by him or under his direction and that the same are correct and have been made in accordance with the Survey Regulations 1982 or any regulations made in substitution thereof. Dated at Auckland this 19th day of May 1993 Signature <i>[Signature]</i></p> <p>Field Book p. <i>153</i> Reference Plans <i>Examined Ken Johnson</i> Examined <i>Ken Johnson</i> Correct <i>E. Glendon</i></p>		<p>Approved as to Survey 28.7.1993 Deposited this 28.7.1993 day of August 1993 Chief Surveyor <i>[Signature]</i> District Land Registrar <i>[Signature]</i></p>	
<p>File 12-2412 Received 21 JUN 1993 Instructions DP 156737</p>		<p>COPIES</p>	

<p>LAND DISTRICT NORTH AUCKLAND SURVEY BLK. & DIST. XII & XV OTAHUHU NZMS 261 SH</p>		<p>PLAN OF LOTS 1-3 BEING A SUBDIVISION OF ALL THE LAND ON DP 7735 & BEING P1 ALLOT 17, PARISH OF PAKAPURA</p>		<p>TERRITORIAL AUTHORITY PAKAPURA DISTRICT Surveyed by HARRISON GRIERSON CONSULTANTS LTD Sale 1.3000 Date MAY 1993</p>	
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<p>RECORD MAP No 16</p>		<p>RECORD MAP No 16</p>	
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<p>RECORD MAP No 16</p>		<p>RECORD MAP No 16</p>	
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R.W. Muir
Registrar-General
of Land

Identifier **NA94A/895**
Land Registration District **North Auckland**
Date Issued 04 August 1993

Prior References
NA2025/99

Estate Fee Simple
Area 2.7979 hectares more or less
Legal Description Lot 1 Deposited Plan 156737
Registered Owners
Robert Joseph Orec and Kirsten Ruth McGhie

Interests
C504284.4 Encumbrance to Papakura District Council - 4.8.1993 at 2.51 pm
8945557.3 Mortgage to Bank of New Zealand - 12.1.2012 at 12:24 pm
9055078.2 Encumbrance to Auckland Council - 2.7.2012 at 10:43 am
9055078.3 Mortgage Priority Instrument making Encumbrance C504284.4 first priority, Encumbrance 9055078.2 second priority and Mortgage 8945557.3 third priority - 2.7.2012 at 10:43 am

<p>Approvals</p> <p><i>W. O'Connell</i> Registered Owner</p> <p>Approved pursuant to Section 223 of the Resource Management Act 1991 on the 27 day of May 1993.</p> <p>The Common Seal of the Papakura District Council is attested hereon in the presence of:</p> <p><i>John Marshall</i> Mayor <i>John Marshall</i> Chief Executive Officer</p>		<p>NEW C.S.T. ALLOCATED</p> <p>Lot 1 94A/895 Lot 2 94A/896</p>	
<p>Areas marked A & B are to be subject to a Land Covenant.</p>		<p>Total Area 44.6181ha Comprised in CT 2025/93 (All)</p>	
<p>1. Jon Maplesden of Auckland Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 26 of the Survey Act 1980 hereby certify that this plan has been made from surveys and measurements taken by himself or by persons acting under his direction and that the same are correct and have been made in accordance with the Survey Regulations 1982 or any regulations made in substitution thereof. Dated at Auckland this 19 day of May 1993 Signature <i>[Signature]</i></p>		<p>Field Book p. <i>Thames Bank</i> Reference Plans <i>Examined Ken Johnson</i> Correct <i>E. Glendon</i></p>	
<p>Approved as to Survey 28.7.1993 <i>[Signature]</i> Chief Surveyor</p>		<p>Deposited this 19th day of August 1993 <i>[Signature]</i> District Land Registrar</p>	
<p>File 12-2412 Received 21 JUN 1993</p>		<p>DP 156737</p>	

<p>LAND DISTRICT NORTH AUCKLAND SURVEY BLK. & DIST. XII & XV OTAHUHU NZMS 261 SHT</p>		<p>PLAN OF LOTS 1-3 BEING A SUBDIVISION OF ALL THE LAND ON DP 7735 & BEING P1 ALLOT 17, PARISH OF PAKAPURA</p>		<p>TERRITORIAL AUTHORITY PAKAPURA DISTRICT Surveyed by HARRISON GRIERSON CONSULTANTS LTD Scale 1:3000 Date MAY 1993</p>	
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HERBERT FROM ANDRE GRANTING NEW ZEALAND LTD

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51



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Registrar-General
of Land

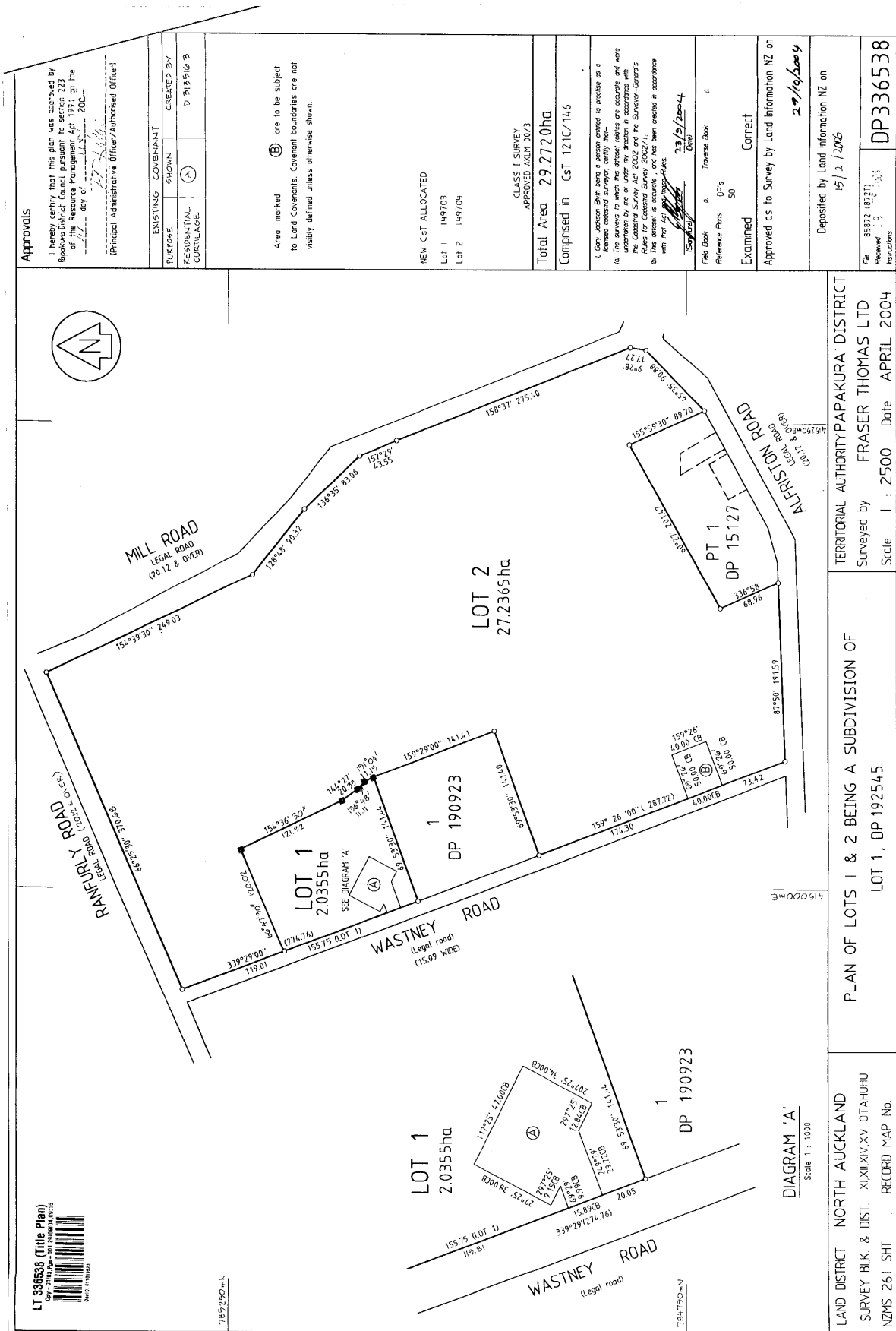
Identifier **149704**
Land Registration District **North Auckland**
Date Issued 15 February 2006

Prior References
NA121C/146

Estate Fee Simple
Area 27.2365 hectares more or less
Legal Description Lot 2 Deposited Plan 336538
Registered Owners
Housing New Zealand Build Limited

Interests

Subject to Section 8 Mining Act 1971
Subject to Section 5 Coal Mines Act 1979
6729621.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 26.1.2006 at 9:00 am
Appurtenant hereto is a water supply right created by Easement Instrument 8532413.1 - 27.7.2010 at 12:35 pm





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R.W. Muir
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of Land

Identifier **NA8C/1221**
Land Registration District **North Auckland**
Date Issued 22 July 1966

Prior References

NA1066/127 NA2086/24

Estate Fee Simple
Area 1.7270 hectares more or less
Legal Description Lot 2 Deposited Plan 56358

Registered Owners

Tien Kiat Tee and Lay Mui Soh

Interests

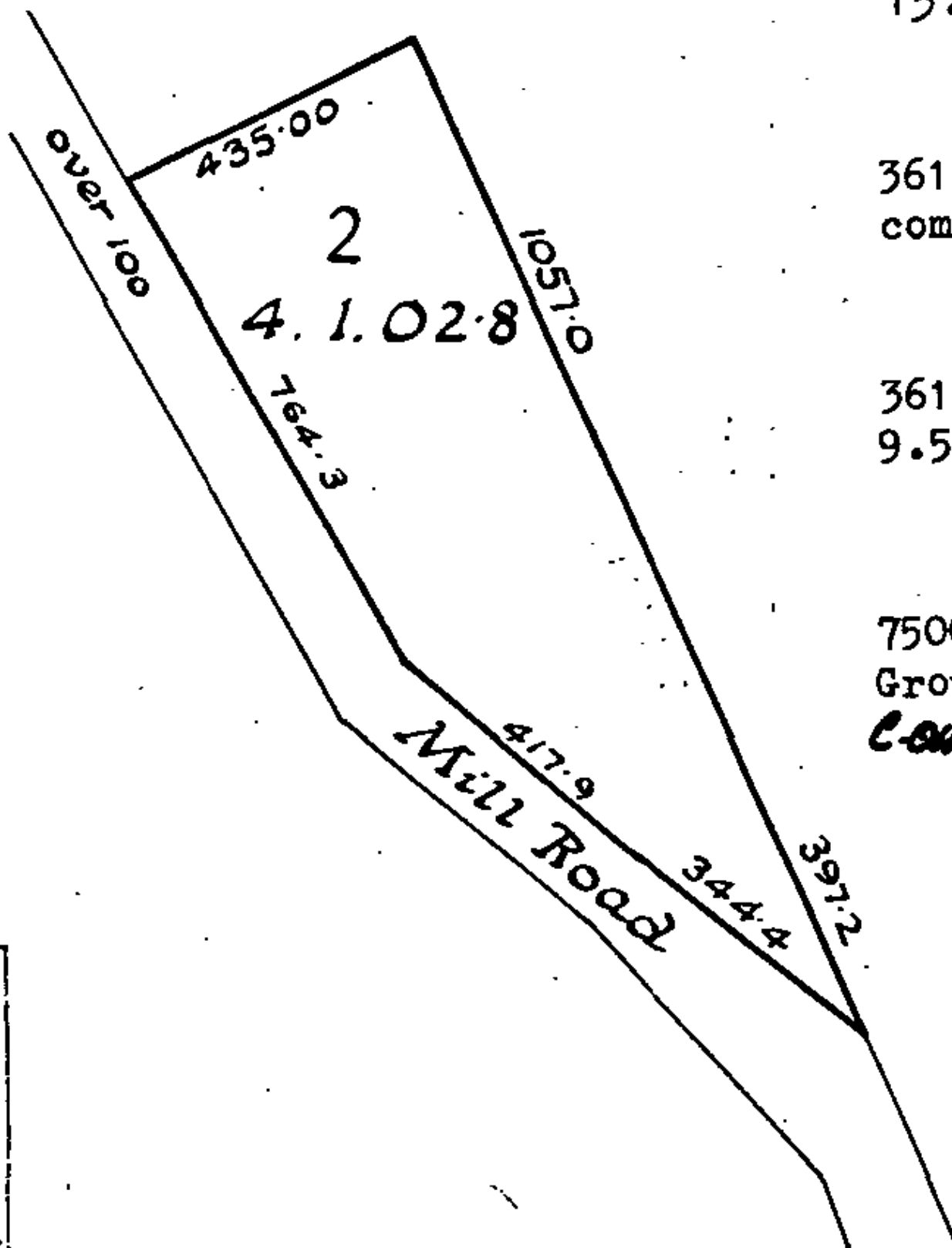
Subject to Section 59 Land Act 1948 (affects part formerly Allotment 94 Parish of Papakura)
6239685.1 Bond pursuant to Section 108(2)(b) Resource Management Act 1991 - 3.12.2004 at 1:59 pm
10560545.2 Mortgage to ANZ Bank New Zealand Limited - 14.9.2016 at 2:20 pm

Corpc
13.5.

361297
compar

361297
9.5.19

750037
Group
~~C-01811~~



17221



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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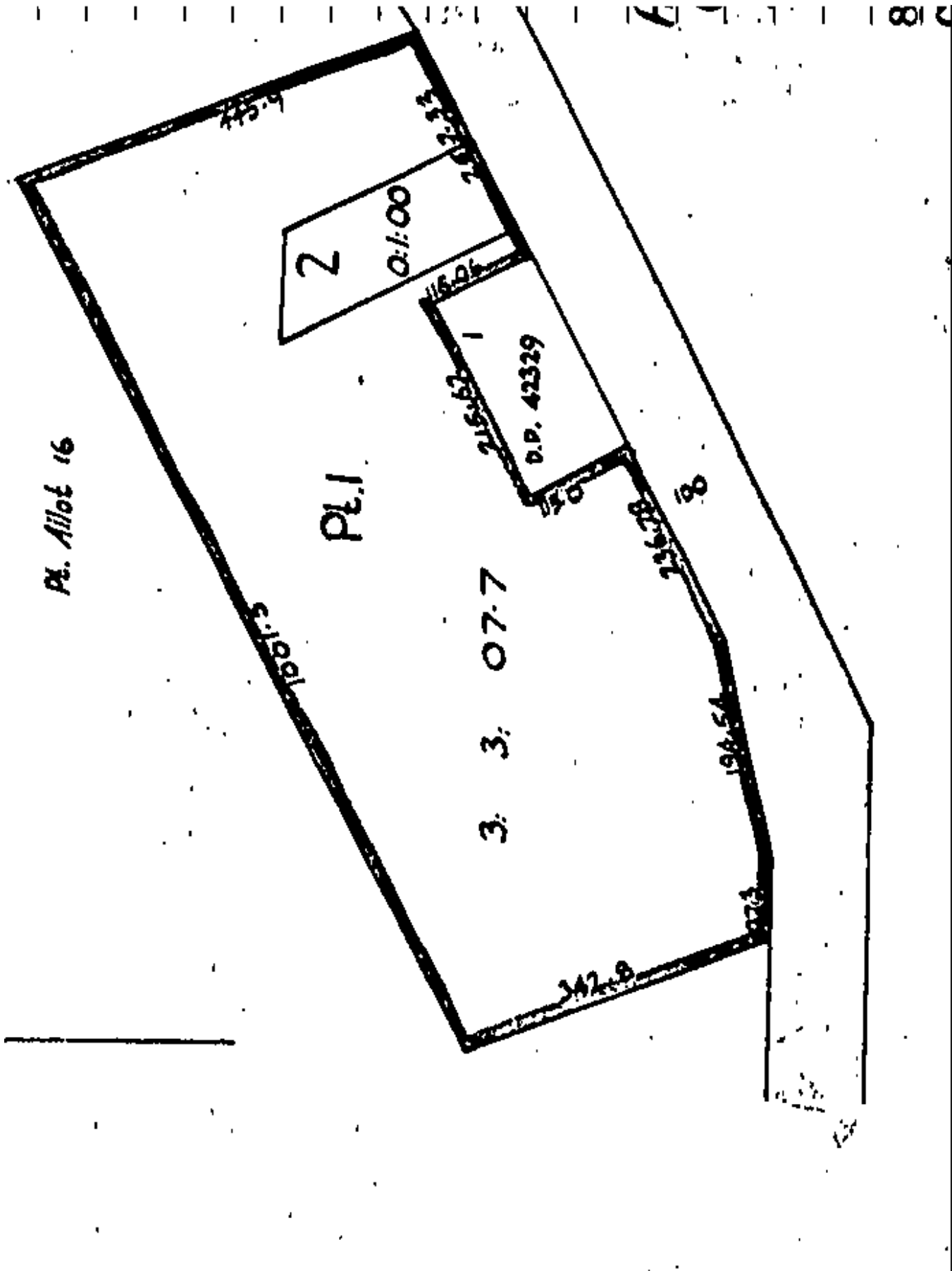

R.W. Muir
Registrar-General
of Land

Identifier **NA2111/21**
Land Registration District **North Auckland**
Date Issued 13 December 1962

Prior References
NA478/160

Estate Fee Simple
Area 1.6382 hectares more or less
Legal Description Lot 2 Deposited Plan 15127 and Part Lot 1
Deposited Plan 15127
Purpose For use in connection with a road
Registered Owners
Her Majesty the Queen

Interests





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R.W. Muir
Registrar-General
of Land

Identifier **NA8C/1220**
Land Registration District **North Auckland**
Date Issued 22 July 1966

Prior References

NA1066/127 NA2086/24

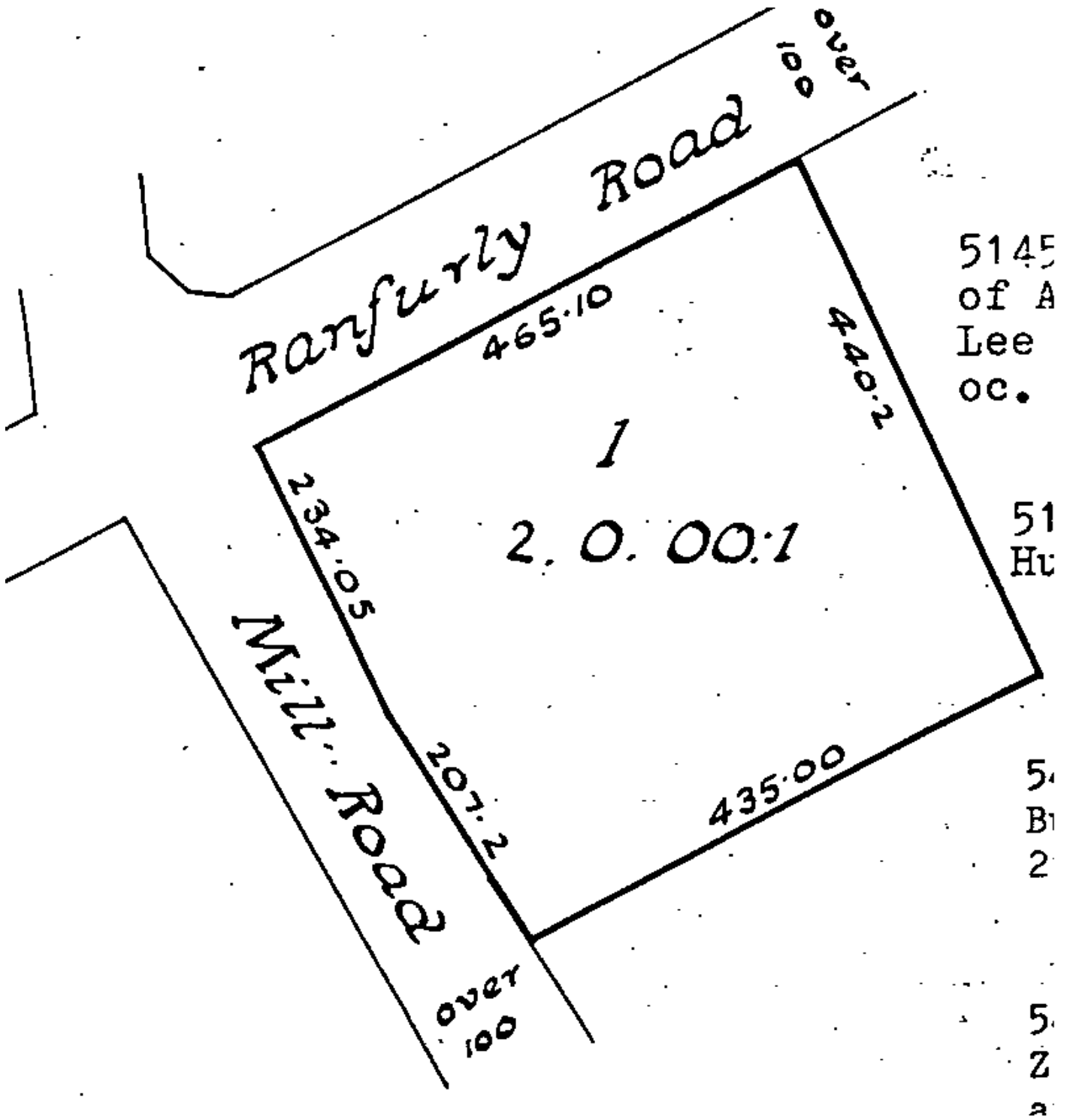
Estate Fee Simple
Area 8096 square metres more or less
Legal Description Lot 1 Deposited Plan 56358

Registered Owners

Oi Wun Li as to a 1/2 share
Ian Scott Thomson as to a 1/2 share

Interests

Subject to Section 59 Land Act 1948 (affects part Allotment 94 Parish of Papakura)
10028014.3 Mortgage to ANZ Bank New Zealand Limited - 20.4.2015 at 4:06 pm





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Registrar-General
of Land

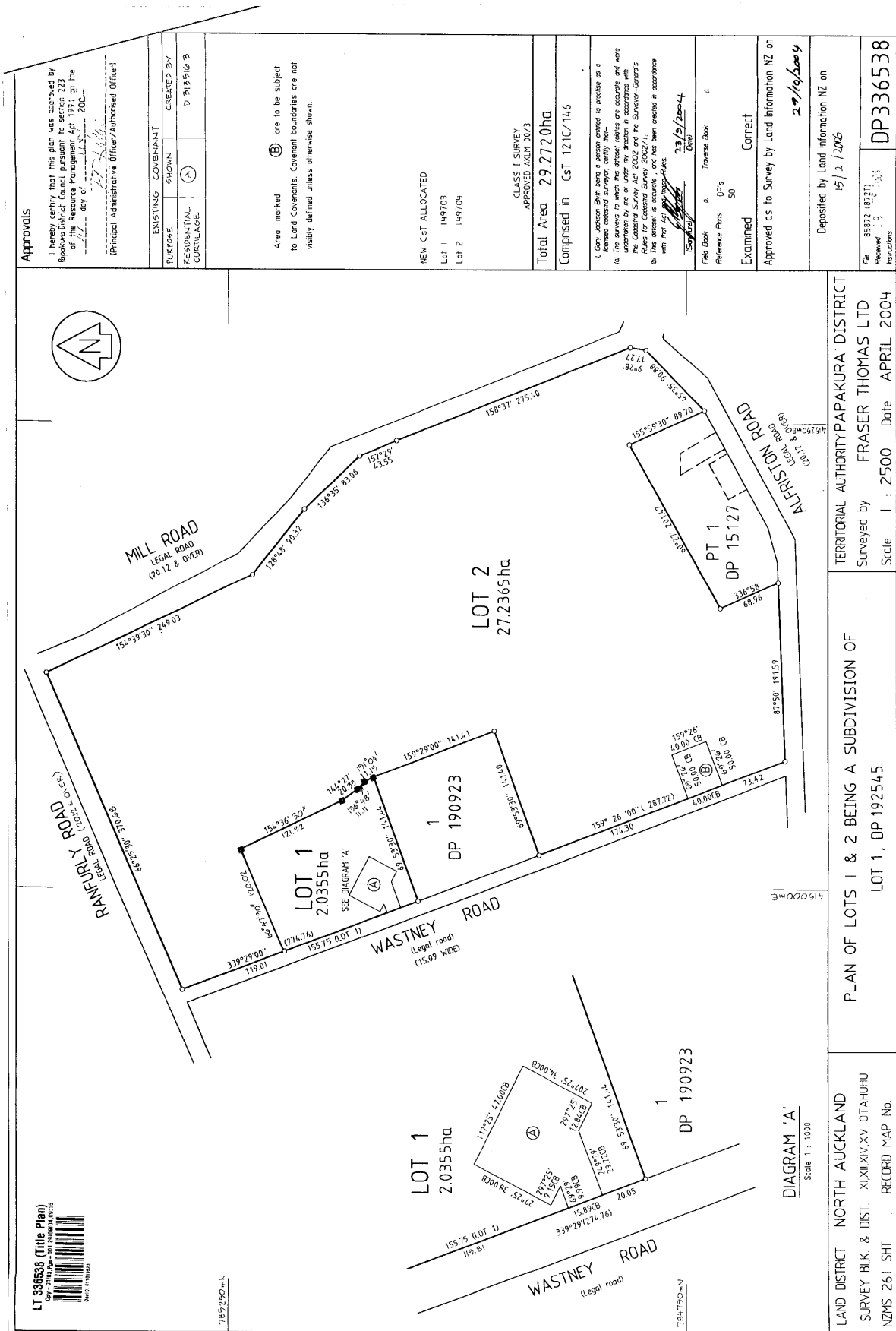
Identifier **149703**
Land Registration District **North Auckland**
Date Issued 15 February 2006

Prior References
NA121C/146

Estate Fee Simple
Area 2.0355 hectares more or less
Legal Description Lot 1 Deposited Plan 336538
Registered Owners
Maurice Clarke and Susan Annette Clarke

Interests

Subject to Section 8 Mining Act 1971
Subject to Section 5 Coal Mines Act 1979
D313516.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - produced 22.9.1998 at 3.08 and entered 20.10.1998 at 9.00 am
8530460.3 Mortgage to ANZ National Bank Limited - 2.7.2010 at 12:34 pm
Subject to a water supply right over part marked A on DP 432137 created by Easement Instrument 8532413.1 - 27.7.2010 at 12:35 pm





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R.W. Muir
Registrar-General
of Land

Identifier **NA120C/747**
Land Registration District **North Auckland**
Date Issued 20 October 1998

Prior References
NA55B/701

Estate Fee Simple
Area 2.0000 hectares more or less
Legal Description Lot 1 Deposited Plan 190923
Registered Owners
So Wise Investment Limited

Interests

Subject to Section 8 Mining Act 1971
Subject to Section 5 Coal Mines Act 1979
D313516.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - produced 22.9.1998 at 3:08 pm
and entered 20.10.1998 at 9:00 am
12248563.3 Mortgage to ASB Bank Limited - 8.10.2021 at 3:07 pm

OSU FORM D15 - APPROVED 11/92/03

OCT 1999



RECORD OF TITLE
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R.W. Muir
Registrar-General
of Land

Identifier **NA1138/254**
Land Registration District **North Auckland**
Date Issued 17 March 1955

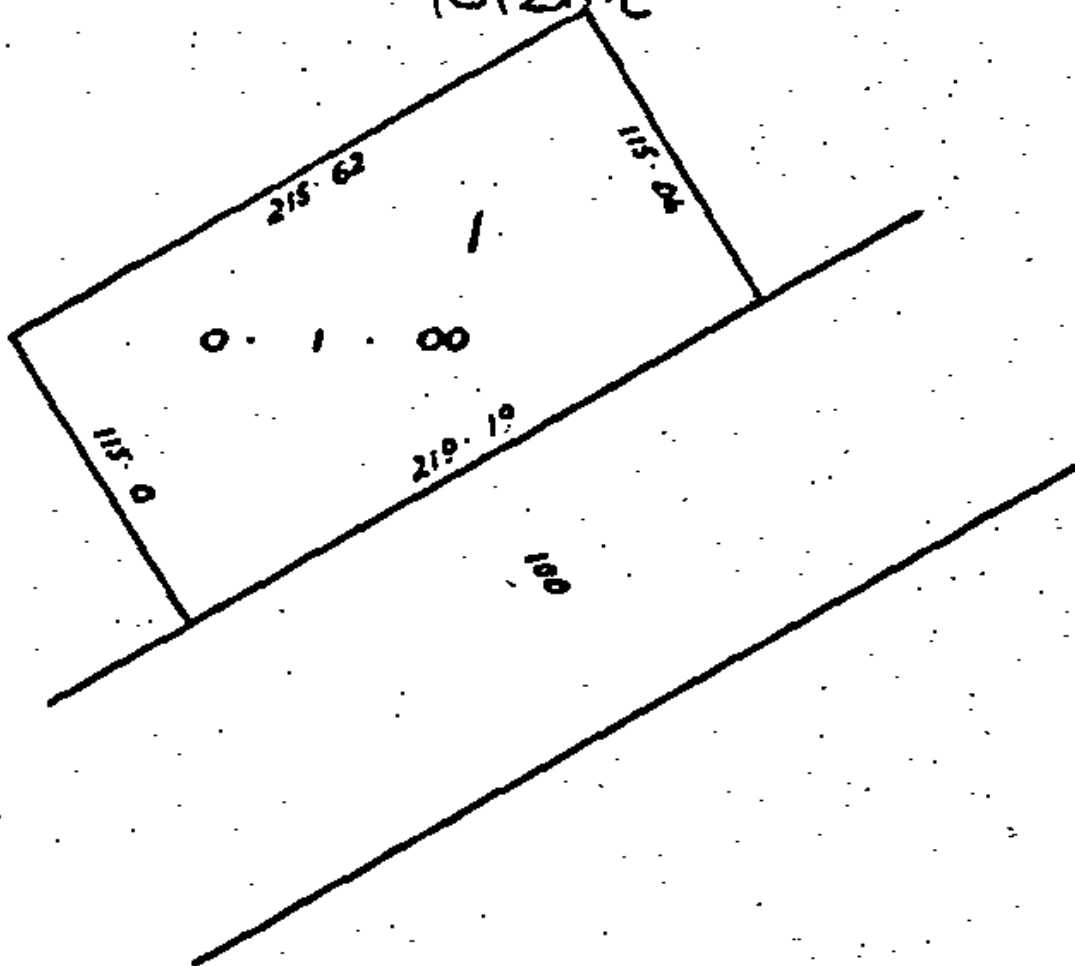
Prior References
NA478/160

Estate	Fee Simple
Area	1012 square metres more or less
Legal Description	Lot 1 Deposited Plan 42329
Purpose	For use in connection with a road
Registered Owners	
Her Majesty the Queen	

Interests

XV Otahuhu S.D.

EQUIVALENT METRIC

AREA IS 1012m²
1012m

0313 516 3
CONO

IN THE MATTER OF

Section 221 of the Resource
Management Act 1991

BETWEEN

BURRILL, ROGER JAMES of
Auckland

Registered Proprietor

AND

THE PAKAKURA DISTRICT
COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lot 1 and Part Allot 154 Papakura Parish on Deposited Plan 190923
being subdivision of Allotment 154 Papakura Parish

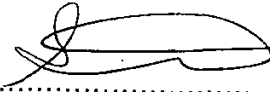
PAPAKURA DISTRICT COUNCIL, the Territorial Authority having jurisdiction in respect of the
above land, hereby gives notice that subdivision consent is granted subject to the following
condition being complied with as to Lot 1 on Deposited Plan 190923:

- That the recommendations contained in the geotechnical report prepared by Fraser
Thomas Ltd, referenced Project No: 28641 dated January 1998, be continually
upheld.

And with respect to Lot 1 and Part Allot 154 Papakura Parish on Deposited Plan 190923:

- That accessways, residential buildings, residential ancillary buildings, garages,
swimming pools, paved tennis courts but excluding lawn tennis courts and
gardens, be restricted to the residential curtilage areas shown on the title as
covenanted areas A and B.

Dated at Papakura this 24th day of August 1998.


.....
Stephanie Hammond, Principal Planner
Authorised Officer

Our File Ref: 16/98/22
P-2 Wastney Road

LINZ COPY PRODUCED 3.08 22.SEP98 D 313516 3
ENTERED 20.10.02

PARTICULARS ENTERED IN
LAND REGISTRY 10.11.98
ASST LAND REG. OFF. R

SSB/701



C504284.5 ENC

MEMORANDUM OF ENCUMBRANCE

WHEREAS RONALD JAMES de VERE CHITTY of Manurewa, Farmer and CAROLYN JANE CHITTY his wife (hereinafter called "the ENCUMBRANCERS") are registered as proprietors of an estate of freehold in fee simple in all that parcel of land containing 41.8149 hectares more or less being Lot 2 Deposited Plan 156737 and being part of Allotment 17 Parish of Papakura and being the whole of the land comprised and described in Certificate of Title Volume 94A Folio 896 (North Auckland Registry) SUBJECT TO: Mortgage C385484.2 to Bank of New Zealand (hereinafter called "the said land")

AND WHEREAS the above described land is situate in the District of Papakura and is subject to the territorial authority of THE PAKAPURA DISTRICT COUNCIL (hereinafter called "the COUNCIL")

AND WHEREAS the ENCUMBRANCERS have agreed with the COUNCIL as a condition of approval of the subdivision to protect in perpetuity the stand of native bush marked "B" on Deposited Plan 156737 and to fence the same with stock proof fences and to grant and make a rent charge with the Council in the sum of ONE THOUSAND DOLLARS (\$1,000.00) per annum and to enter into Covenants in the Council's favour for the furtherance of the protection in perpetuity of the said native bush

NOW THIS MEMORANDUM WITNESSETH that the ENCUMBRANCERS DO HEREBY ENCUMBER the said land for the benefit of the COUNCIL (determinable as hereinafter provided) with the annual rent charge of \$1,000.00 to be paid to the COUNCIL by the 1st day of January in each year if demanded by that date. The first payment if so demanded is due on or before the next 1st day of January after the date of this Encumbrance but demand shall not be made unless the ENCUMBRANCERS are in breach of any one of the covenants hereinafter appearing..

AND the ENCUMBRANCERS covenant with the COUNCIL:

- (a) Not to cut, trim, top, fell, maim or injure any tree or plant growing within the area marked "B" on Deposited Plan 156737 except where such plants are noxious plants within the meaning of the Noxious Plants Act 1978 or are agreed upon by the encumbrancers and the COUNCIL as being undesirable plants.
- (b) Not to cause, permit or suffer any live stock to be or to graze within the said area and to make the fullest reasonable effort to keep goats, possums and other vermin out of the said area.

AB

- (c) At all times hereafter to erect, retain and maintain in good stock proof condition fences along the entire boundaries of the said area such fences to be of seven wires and the posts thereof to be no more than 5 metres apart and battens to be no less than five between posts and the fences otherwise to be as described in clause 7 of the Second Schedule to the Fencing Act 1978.
- (d) Not to cause or permit or suffer to be lit any fire within the said area.
- (e) Not to cause or permit or suffer to be lit any fire on any adjacent land owned or occupied by the Encumbrancers or under their control when there may be any risk of fire spreading into any of the said area.
- (f) To permit the Council and its servants at any reasonable time to enter upon the said area and upon any adjacent or nearby parcels of land in which the Encumbrancers have any interest so as to ascertain whether these covenants are being complied with.
- (g) Not knowingly to cause or permit or suffer rubbish or refuse or articles of any description or kind decaying vegetation, tree branches, tree trunks, substances of any description or kind whatsoever, earth, sand, rock, shingle, bark or similar materials to be deposited in any way or allowed to remain upon the said area excepting the natural dead or decaying materials from the native bush on the said area or any part or parts thereof and in the event that any such articles or materials shall have been deposited to remove the same as directed by the Council or any officer of the Council.
- (h) To pay the costs and disbursements of and incidental to this Encumbrance and the registration hereof and at the request of the Council or its solicitor or any officer or agent of the Council at the cost of the Encumbrancers to execute such further Memorandum and/or do such things as reasonably may be required to give proper effect to the intent of the Council that the said stand of native bush be protected in perpetuity.

The above covenants shall be enforceable only against the owners and occupiers for the time being of the land and not otherwise against the Encumbrancers and their successors in title.

In so far as the exercise of its discretion by the COUNCIL in the circumstances of the approval of the sub-division by the COUNCIL may amount to monies worth provided by the COUNCIL within the meaning of Section 31A of the Credit Contracts Act 1981 then the monies worth so provided equates or exceeds the aggregate of the annual rent charge payable by the Encumbrancers



during the term hereof. The term of this Encumbrance is 999 years commencing from the date hereof but shall determine and the Encumbrancers shall be entitled to a discharge of this Memorandum if the COUNCIL be satisfied that the above covenants have become obsolete, unnecessary or no longer enforceable or if the whole of the native bush on the said areas shall be destroyed by flood, landslip, or other natural disaster.

It is declared that:

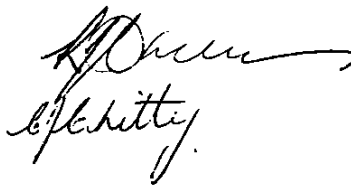
- (a) Section 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise
- (b) The COUNCIL shall be entitled to none of the powers and remedies given to Encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952 and
- (c) No covenants on the part of the Encumbrancers and their successors in title are implied in this Memorandum of Encumbrance other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952 and Section 72 of the Property Law Act 1952

DATED this 14th day of July 1993.

SIGNED by RONALD JAMES de VERE)
CHITTY and CAROLYN JANE CHITTY)
as Encumbrancers in the presence) of:



GARY ALLAN CRAIG
FAPAKURA
WITNESS



517,000 mE

517,700 mE

516,200 mE



Approved
[Signature]
 Registered Surveyor

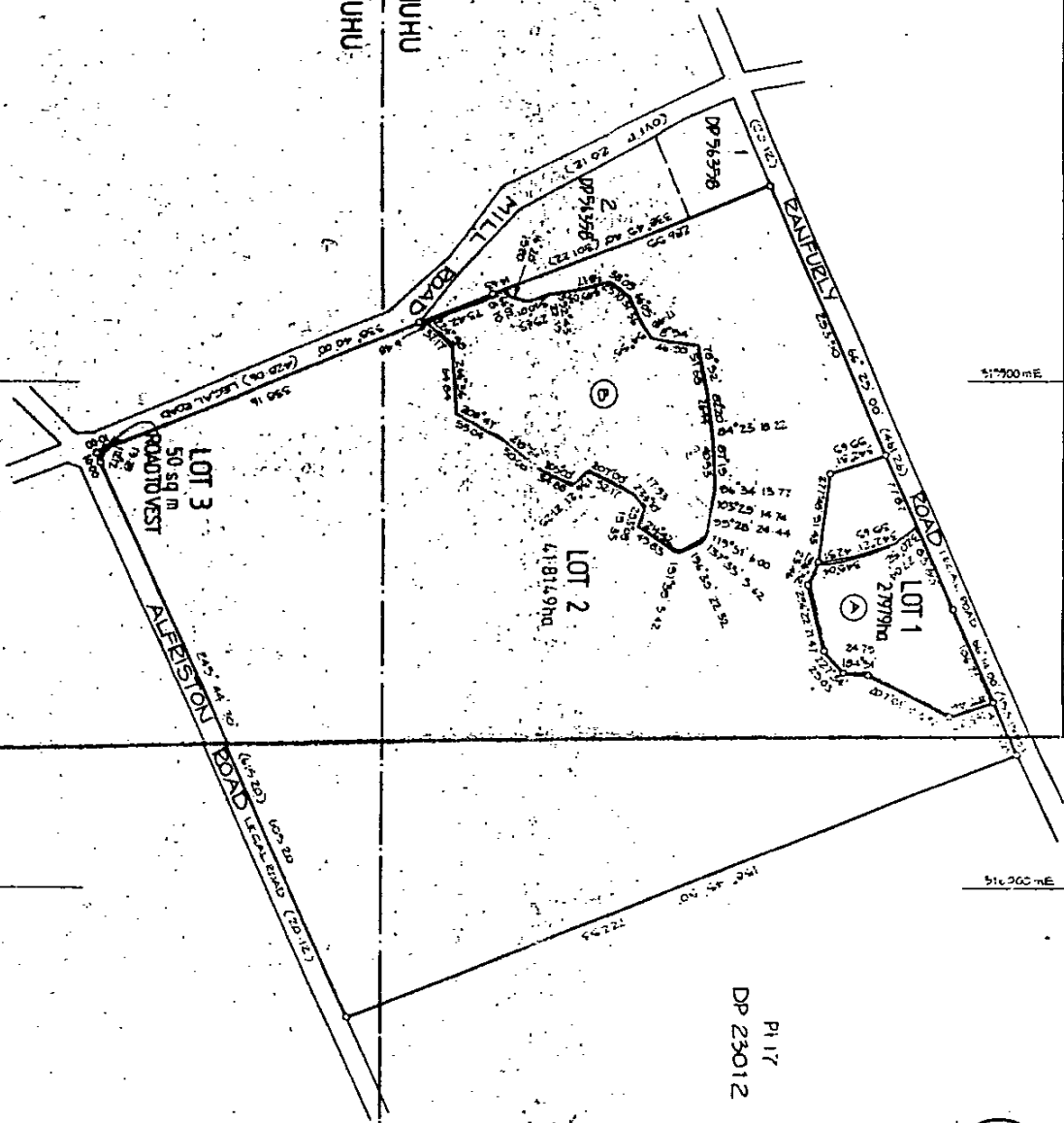
Approved pursuant to Section 223 of the
 Land Management Act 1951 on the
 day of 1993.

The Common Seal of the Papakura District
 Council is affixed hereon in the presence of:
[Signature]
 Mayor
[Signature]
 Chief Executive Officer

P117
 DP 23012

XII OTAHUHU

XV OTAHUHU



LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK. & DIST XII & XV OTAHUHU
 NZMS 261 SH1
 RECORD MAP No

PLAN OF LOTS 1-3 BEING A SUBDIVISION OF
 ALL THE LAND ON DP 7735 BEING P1 ALLOT
 PARISH OF PAPA KURA

TERITORIAL AUTHORITY PAPA KURA DISTRICT
 Surveyed by MARSHALL GREENSON CONSULTANTS LTD
 Scale 1:3000 Date MAY 1993

Approved pursuant to Section 223 of the Land Management Act 1951 on the day of 1993.	
The Common Seal of the Papakura District Council is affixed hereon in the presence of: <i>[Signature]</i> Mayor <i>[Signature]</i> Chief Executive Officer	
Areas marked (a) & (b) are to be subject to a Land Covenant.	
NOW COT ALLOCATED LOT 1 LOT 2	
Total Area 44.6128ha. Landed in GI 4292492.	
I, <i>[Signature]</i> Registered Surveyor and holder of an annual practicing certificate for the year and as a registered surveyor pursuant to section 223 of the Land Management Act 1951 hereby certify that this plan has been made from the original submitted by me or under my direction, that each area and boundary has been measured and that the area and boundary of each lot has been calculated and that the area and boundary of each lot has been checked and found to be correct.	
Date of Survey 1993 at Auckland	
Approved as to Survey Chief Surveyor	
Deposited this day of 1993	
District Land Registrar 156737	

DATED

1993

BETWEEN RONALD JAMES de VER
CHITTY and CAROLYN JAN
CHITTY

ENCUMBRANCERS

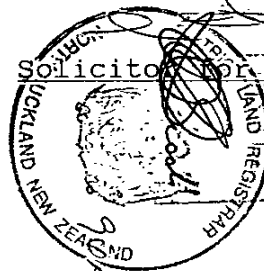
A N D THE PAPA KURA DISTRICT
COUNCIL

THE COUNCIL

MEMORANDUM OF ENCUMBRANCE
FOR PROTECTION OF NATIVE BUSH
ON LOT 22 DEPOSITED PLAN 156737

Correct for the purposes of the
Land Transfer Act

Solicitor for the Encumbrancee



1 04.AUG93
630/284.5f

RICE CRAIG
SOLICITORS
PAPA KURA
dca.074



C504284.4 ENC

MEMORANDUM OF ENCUMBRANCE

WHEREAS RONALD JAMES de VERE CHITTY of Manurewa, Farmer and CAROLYN JANE CHITTY his wife (hereinafter called "the ENCUMBRANCERS") are registered as proprietors of an estate of freehold in fee simple in all that parcel of land containing 2.7979 hectares more or less being Lot 1 Deposited Plan 156737 and being the part Allotment 17 Parish of Papakura and being the whole of land comprised and described in Certificate of Title Volume 94A Folio 895 North Auckland Registry SUBJECT TO Mortgage C.385484.2 to Bank of New Zealand (hereinafter called "the said land")

AND WHEREAS the above described land is situate in the District of Papakura and is subject to the territorial authority of THE PAKAKURA DISTRICT COUNCIL (hereinafter called "the COUNCIL")

AND WHEREAS the ENCUMBRANCERS have agreed with the COUNCIL as a condition of approval of the subdivision to protect in perpetuity the stand of native bush marked "A" on Deposited Plan 156737 and to fence the same with stock proof fences and to grant and make a rent charge with the Council in the sum of ONE THOUSAND DOLLARS (\$1,000.00) per annum and to enter into Covenants in the Council's favour for the furtherance of the protection in perpetuity of the said native bush

NOW THIS MEMORANDUM WITNESSETH that the ENCUMBRANCERS DO HEREBY ENCUMBER the said land for the benefit of the COUNCIL (determinable as hereinafter provided) with the annual rent charge of \$1,000.00 to be paid to the COUNCIL by the 1st day of January in each year if demanded by that date. The first payment if so demanded is due on or before the next 1st day of January after the date of this Encumbrance but demand shall not be made unless the ENCUMBRANCERS are in breach of any one of the covenants hereinafter appearing.

AND the ENCUMBRANCERS covenant with the COUNCIL:


- (a) Not to cut, trim, top, fell, maim or injure any tree or plant growing within the area marked "A" on Deposited Plan 156737 except where such plants are noxious plants within the meaning of the Noxious Plants Act 1978 or are agreed upon by the Encumbrancers and the Council as being undesirable plants.
- (b) Not to cause, permit or suffer any livestock to be or to graze within the said area and to make the fullest reasonable effort to keep goats, possums and other vermin out of the said area.



- (c) At all times hereafter to erect, retain and maintain in good stock proof condition fences along the entire boundaries of the said area such fences to be of seven wires and the posts thereof to be no more than 5 metres apart and battens to be no less than five between posts and the fences otherwise to be as described in clause 7 of the Second Schedule to the Fencing Act 1978.
- (d) Not to cause or permit or suffer to be lit any fire within the said area.
- (e) Not to cause or permit or suffer to be lit any fire on any adjacent land owned or occupied by the Encumbrancers or under their control when there may be any risk of fire spreading into any part of the said area.
- (f) To permit the Council and its servants at any reasonable time to enter upon the said area and upon any adjacent or nearby parcels of land in which the Encumbrancers have any interest so as to ascertain whether these covenants are being complied with.
- (g) Not knowingly to cause or permit or suffer rubbish or refuse or articles of any description or kind decaying vegetation, tree branches, tree trunks, substances of any description or kind whatsoever, earth, sand, rock, shingle, bark or similar materials to be deposited in any way or allowed to remain upon the said area excepting the natural dead or decaying materials from the native bush on the said area or any part or parts thereof and in the event that any such articles or materials shall have been deposited to remove the same as directed by the Council or any officer of the Council.
- (h) To pay the costs and disbursements of and incidental to this Encumbrance and the registration hereof and at the request of the Council or its solicitor or any officer or agent of the Council at the cost of the Encumbrancers to execute such further Memorandum and/or do such things as reasonably may be required to give proper effect to the intent of the Council that the said stand of native bush be protected in perpetuity.

The above covenants shall be enforceable only against the owners and occupiers for the time being of the land and not otherwise against the Encumbrancers and their successors in title.

In so far as the exercise of its discretion by the COUNCIL in the circumstances of the approval of the sub-division by the COUNCIL may amount to monies worth provided by the COUNCIL within the



meaning of Section 31A of the Credit Contracts Act 1981 then the monies worth so provided equates or exceeds the aggregate of the annual rent charge payable by the Encumbrancers during the term hereof.

The term of this Encumbrance is 999 years commencing from the date hereof but shall determine and the Encumbrancers shall be entitled to a discharge of this Memorandum if the COUNCIL be satisfied that the above covenants have become obsolete, unnecessary or no longer enforceable or if the whole of the native bush on the said area shall be destroyed by flood, landslip, or other natural disaster.

It is declared that:

- (a) Section 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise
- (b) The COUNCIL shall be entitled to none of the powers and remedies given to Encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952 and
- (c) No covenants on the part of the Encumbrancers and their successors in title are implied in this Memorandum of Encumbrance other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952 and Section 72 of the Property Law Act 1952

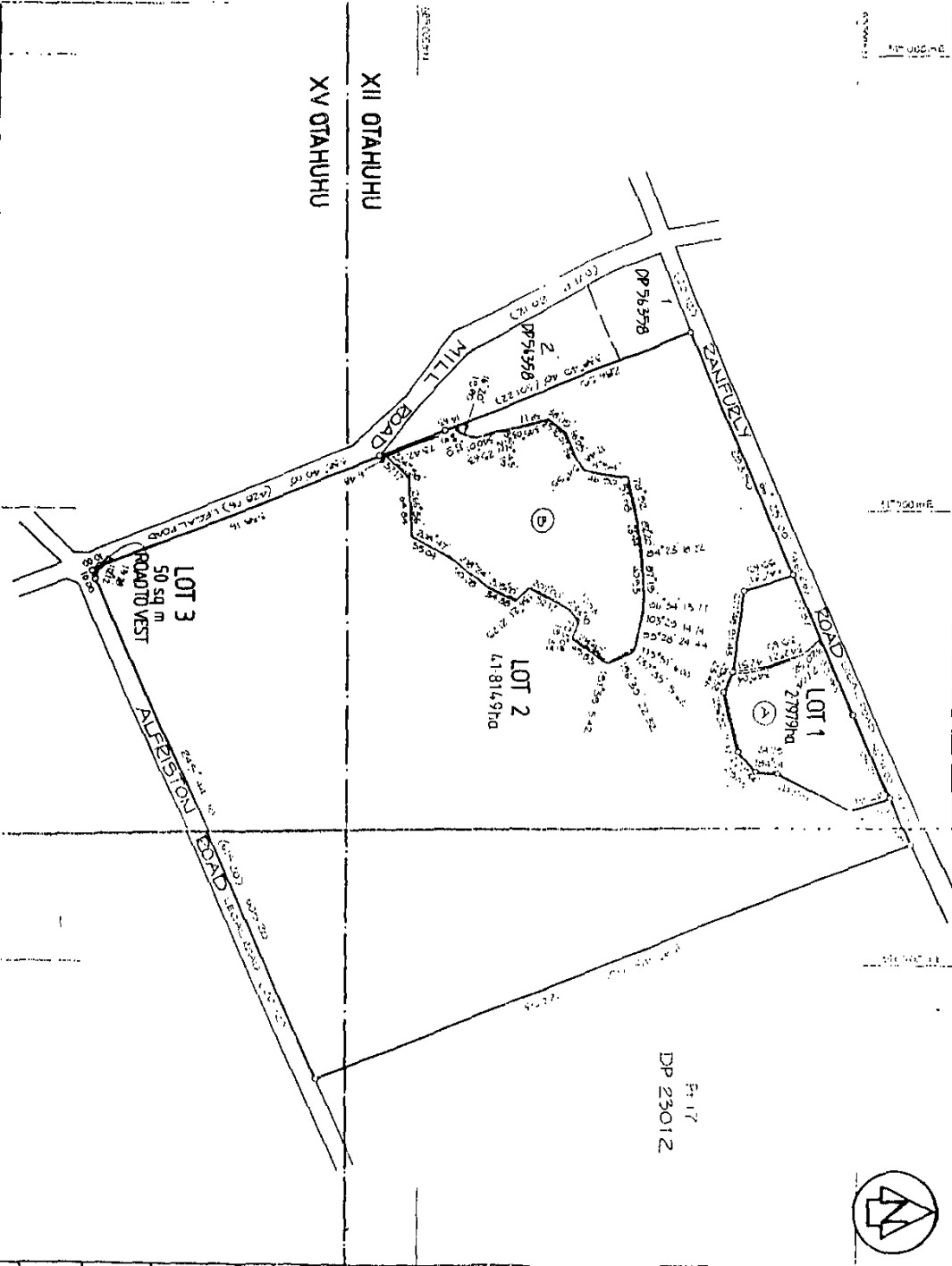
DATED this 14th day of July 1993.

SIGNED by RONALD JAMES de VERE)
CHITTY and CAROLYN JANE CHITTY)
as Encumbrancers in the presence)
of:)


GARY ALLAN CRAIG
PAPAKURA
SOLICITOR



1:1000 M.E.



XII OTAHUHU
XV OTAHUHU

LAND DISTRICT NORTH, AUCKLAND
SURVEY BLK. & DIST XII & XV OTAHUHU
RECORD MAP No

PLAN OF LOTS 1-3 BEING A SUBDIVISION OF ALL THE LAND ON DP 7735 & BEING IN ALLOT PARISH OF PAKAPURA

TERRITORIAL AUTHORITY PAKAPURA DISTRICT
Surveyed by HARRISON GIBSON CONSULTANTS LTD
Scale 1:5000 Date MAY 1993



Agents

Life Insurance
Registered Agents

Approved pursuant to Section 223 of the Resource Management Act 1991 on the day of 1993

The Common Seal of the Pakapura District Council is affixed hereto by the Mayor
Mayor
Not Executed with

Shall be made by the Surveyor to the District Council

NEW DISTRICT AUTHORITY

DP 7735

DP 7735

DP 7735

DP 7735

DP 7735

DP 7735

DP 7735

DP 7735

DP 7735

DP 7735

DP 7735

DP 7735

DP 7735

DP 7735

DATED

1993

BETWEEN RONALD JAMES de VERE
CHITTY and CAROLYN JANE
CHITTY

ENCUMBRANCER

A N D THE PAPA KURA DISTRICT
COUNCIL

THE COUNCIL

MEMORANDUM OF ENCUMBRANCE
FOR PROTECTION OF NATIVE BUSH
ON LOT 1 DEPOSITED PLAN 156737

Correct for the purposes of the
Land Transfer Act.

Solicitor for the Encumbrancee

RICE CRAIG
SOLICITORS
PAPAKURA
CA:139





View Instrument Details

Instrument Type Memorandum of Priority/Mortgage Priority Instrument
Instrument No 9055078.3
Status Registered
Date & Time Lodged 02 July 2012 10:43
Lodged By Rex, Katie Samantha

Affected Computer Registers **Land District**
NA94A/895 North Auckland

Registered Proprietors/Interest Holders

Robert Joseph Orec
Kirsten Ruth McGhie

Details

New	Affected		
Ranking	Instrument	Mortgagee / Encumbrancee	Computer Register
First	C504284.4	Papakura District Council	NA94A/895
Second	9055078.2	Auckland Council	NA94A/895
Third	8945557.3	Bank of New Zealand	NA94A/895

Mortgagor Certifications

I certify that I have the authority to act for the Mortgagor 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 Devon Ellis McDonald as Mortgagor Representative on 05/06/2012 12:42 PM

Mortgagee/Chargeholder Certifications

I certify that I have the authority to act for the Mortgagee/Chargeholder 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 Gareth John Harbinson as Mortgagee/Chargeholder Representative on 27/06/2012 03:01 PM



View Instrument Details

*** End of Report ***

View Instrument Details



Instrument No 9055078.2
Status Registered
Date & Time Lodged 02 July 2012 10:43
Lodged By Rex, Katie Samantha
Instrument Type Encumbrance



Affected Computer Registers **Land District**
NA94A/895 North Auckland

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 Neil Winston Horne as Encumbrancer Representative on 12/09/2012 03:57 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 Cori Taylor Barkle as Encumbrancee Representative on 14/09/2012 11:36 AM

*** End of Report ***

Encumbrance instrument
(Section 101 Land Transfer Act 1952)

2009/5232EF
APPROVED
Registrar-General of Land

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

NA94A/895

All

Encumbrancer

Robert Joseph OREC and Kirsten Ruth MCGHIE

Encumbrancee

AUCKLAND COUNCIL

Estate or interest to be encumbered

Insert e.g. Fee simple; Leasehold in Lease No. etc.

Fee simple

Encumbrance Memorandum Number

Nil

Nature of security

State whether sum of money, annuity or rentcharge and amount

Annual rent charge of \$20.00 (twenty dollars)

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 ~~[above Encumbrance Memorandum]~~ [Annexure Schedule(s)] and so as to incorporate in this Encumbrance the terms and other provisions set out in the ~~[above Encumbrance Memorandum]~~ [and] [Annexure Schedule(s)] 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.

Terms

1 Length of term 999 years from the registration of this encumbrance instrument.

~~2 Payment date(s)~~

~~3 Rate(s) of interest~~

~~4 Event(s) in which the sum, annuity or rentcharge becomes payable~~

5 Event(s) in which the sum, annuity or rentcharge ceases to be payable
Otherwise in accordance with the annexure schedule.

Covenants and conditions

Continue in Annexure Schedule(s), if required

In accordance with the annexure schedule.

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

In accordance with the annexure schedule.

Annexure Schedule

Page 3 of 6 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Encumbrance Instrument

*Continue in additional Annexure Schedule, if required***BACKGROUND**

- A. The Encumbrancer is registered as proprietor of the Land.
- B. There is a temporary dwelling house erected upon the Land herein.
- C. The Encumbrancer has agreed to enter into and register this encumbrance to satisfy the Council's requirements.

1. INTERPRETATION

In this encumbrance instrument unless the context indicates otherwise:

1.1 Definitions:

"**Council**" means Auckland Council and includes its predecessors and successors as territorial authority of the district where the Land is situated and its officers and agents;

"**Encumbrancer**" means the Encumbrancer named in this encumbrance instrument 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 as that person is registered proprietor of the Land;

"**Land**" means the fee simple estate in the land described in computer freehold register identifier NA94A/895 (North Auckland Registry);

- 1.2 **Defined Expressions:** expressions defined in the main body of this encumbrance instrument have the defined meaning in the whole of this encumbrance instrument including the background.

- 1.3 **Headings:** section, clause and other headings are for ease of reference only and do not affect this encumbrance instrument'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 includes 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 encumbrance instrument.

- 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.

Annexure Schedule

Page 4 of 6 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Encumbrance Instrument

Continue in additional Annexure Schedule, if required

- 1.9 **Schedules:** the schedules to this encumbrance instrument and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this encumbrance instrument.
- 1.10 **Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this encumbrance instrument's sections, clauses and schedules.
- 1.11 **Statutes and Regulations:** references to any statutory provision includes any statutory provision which amends or replaces it, and any subordinate legislation made under it.
- 2. INTENTION OF ENCUMBRANCE**
- The intention of this encumbrance is to secure the ongoing performance by the Encumbrancer of the obligations described in the First Schedule and the Council is only required to provide a release of this encumbrance in the circumstances described in clause 7.
- 3. COVENANTS**
- The Encumbrancer covenants with the Council to observe and perform the covenants contained in the First Schedule.
- 4. COSTS**
- The Encumbrancer shall pay all costs directly or indirectly attributable to the preparation, stamping, registration, enforcement and discharge of this encumbrance and any documents associated with it.
- 5. IMPLIED TERMS**
- 5.1 Sections 203 and 205 of the Property Law Act 2007 apply to this encumbrance, but otherwise (and without prejudice to the Council's rights of action at common law as a rent charger or encumbrancee):
- (a) the Council shall be entitled to none of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act 2007; and
 - (b) no covenants on the part of the Encumbrancer and their 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.
- 6. SECOND CHARGE**
- This encumbrance shall rank as a second charge (second only to the existing encumbrance in favour of Papakura District Council) in respect of the Land and the Encumbrancer shall enter into a priority with any chargeholder or mortgagee to reflect the same.
- 7. DISCHARGE**

Annexure Schedule

Page 5 of 6 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Encumbrance Instrument

Continue in additional Annexure Schedule, if required

The Encumbrancer shall be entitled to a discharge of this encumbrance at the request and cost of the Encumbrancer upon it being established to the Council's reasonable satisfaction that the covenants in this encumbrance have become obsolete.

8. CONSENT OF ENCUMBRANCEE

The Encumbrancee's consent shall not be required to the registration of any instrument against the computer freehold register which has priority behind this instrument.

9. RENT CHARGE

- (a) The annual rent charge of \$20.00 per annum (if demanded in writing by the Encumbrancee) is payable by the Encumbrancer to the Encumbrancee on each anniversary date of this encumbrance (subject to clause 9(b)).
- (b) If during the 12 months preceding any day on which the annual rent charge under clause 9(a) is payable, there has not been any breach by the Encumbrancer of any of the covenants under this Encumbrance, then the annual rent charge will be deemed to have been paid.

Annexure Schedule

Page 6 of 6 Pages

2009/S043EF
APPROVED
Registrar-General of Land

Insert instrument type

Encumbrance Instrument

Continue in additional Annexure Schedule, if required

FIRST SCHEDULE

(Covenants of Encumbrancer)

1. The Encumbrancer covenants with the Council that it shall not dispose of the Land, unless the temporary household unit is first removed from the Land or converted to a complying non-residential use, in particular, by removal of all residential facilities.
2. To the fullest extent possible, the Encumbrancer releases the Council from any and all liability for loss, damage, costs or proceedings arising out of or in relation to a breach of the covenants, terms and conditions set out in this memorandum.

View Instrument Details



Instrument No 8532413.1
Status Registered
Date & Time Lodged 27 July 2010 12:35
Lodged By Wood, Geoffrey Stuart
Instrument Type Easement Instrument



Affected Computer Registers	Land District
149704	North Auckland
149703	North Auckland

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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 ☒
- Mortgage 7172231.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒
- I certify that the Mortgagee under Mortgage 8530460.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Stephen Samuel Palmer as Grantor Representative on 20/07/2010 01:06 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee 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 Luke Norman Crawford as Grantee Representative on 20/07/2010 04:31 PM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

NORTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

Maurice CLARKE and Susan Annette CLARKE

Grantee

Surname(s) must be underlined or in CAPITALS.

Harbour View Farms Limited

Grant* of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this day of

Attestation

	Signed in my presence by the Grantor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantor	
	Signed in my presence by the Grantee
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule 1



pages

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT <i>or</i> in gross)
Right to Convey Water	"A" on Deposited Plan 432137	Identifier 149703	Identifier 149704

Continue in additional Annexure Schedule if required.

**Easements or *profits à prendre*
rights and powers (including
terms, covenants, and conditions)**

[the provisions set out in Annexure Schedule 2].

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

~~[Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule**Insert type of instrument****"Mortgage", "Transfer", "Lease" etc****Easement Instrument**

Dated

Page **2** of **2** pages*(Continue in additional Annexure Schedule, if required.)***ANNEXURE SCHEDULE 2**

The implied rights and powers in the Fourth Schedule to the Land Transfer Regulations 2002 are varied as follows:

1. Clause 3 of the Fourth Schedule has the following subclauses added to it:
 - 3(5) The water taken and conveyed pursuant to this right shall be limited to water for the use of livestock de-pastured on the dominant tenement and certificate of title NA120C/747.
 - 3(6) Pursuant to this right to convey water, the grantee may also supply water to the registered proprietor for the time being of the land comprised in certificate of title NA120C/747 (the property adjoining the servient tenement to the south).
 - 3(7) If any parcel or parcels of land ("the subdivided lots") are subdivided from the dominant tenement and are then not used for the depasturing of livestock, this easement shall expire in respect of any such subdivided lots but shall continue in effect in respect of any balance of the dominant tenement still used for the depasturing of livestock. If following any such subdivision, water is supplied to any part of the land contained in the dominant tenement pursuant to this easement the grantee shall at its own expense install water meters to record the water consumption by the grantor and grantee respectively and the repair and maintenance costs and any other incidental costs for the easement facility in relation to the right to convey water and the cost of electricity used by the pumps shall be borne by the grantor and the grantees in proportion to the grantor and grantees respective water consumption.
2. Clause 11(7) of the Fourth Schedule is deleted and has the following clauses added to it:
 - 11(7) Subject to clause 3(7) above, the grantee and the grantor shall be responsible for 90% and 10% respectively of the repair and maintenance costs for the easement facility in relation to the right to convey water and any other incidental costs relating to the right to convey water. The costs of any electric power used for the conveyance of water shall be apportioned in the same shares.
 - 11(8) The grantor shall at all times ensure the supply of electricity required for the pumps forming part of the easement facility and will install and maintain a check meter to record the electricity used by the pumps. Subject to clause 3(7) 90% of the cost of electricity supplied as recorded by the check meter shall be paid for by the grantee and 10% by the grantor.
 - 11(9) The grantor shall each month provide an invoice to the grantee for the grantee's share of the electricity costs payable in terms of their easement (based on the check meter reading which must be provided to the registered proprietor of the dominant tenement with the invoice) and any repair and maintenance costs and payment of such invoice shall be due on the 20th of the month following invoice. If payment is not made within two months from the receipt of the invoice by grantee then the grantor shall be entitled to suspend the use of the easement facility until such time as any outstanding invoices are paid in full.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

CONO 6729621.2 Consent

Cpy - 01/01, Pgs - 001, 25/01/08, 11:25



DocID: 312301343

IN THE MATTER OF

Section 221 of the Resource
Management Act 1991

BETWEEN

BURRILL Roger James

Registered Proprietors

AND

THE PAKAKURA DISTRICT
COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lots 1 & 2 on Deposited Plan 336538

THE PAKAKURA DISTRICT COUNCIL [the Territorial Authority] having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following conditions being registered against the Certificate of Title of Lot 2 and complied with as follows:

- (a) *That the recommendations and information contained in the geotechnical investigation report prepared by Fraser Thomas Ltd dated August 2003 referenced 29525 be strictly adhered to and all works to be carried out accordingly.*
- (b) *That any future applications for building consent shall make reference to the geotechnical investigation report prepared by Fraser Thomas Ltd dated August 2003 referenced 29525.*
- (c) *That the sewerage system to service any future development on new lot shall be designed by a Registered Engineer experienced in on-site disposal systems and shall be in accordance with the recommendations of the geotechnical report prepared by Fraser Thomas Ltd dated August 2003 reference No. 29525.*
- (d) *That the recommendations contained in the Geotechnical Investigation Report prepared by Fraser Thomas Ltd dated August 2003 reference No. 29525 specifying information and recommendations relating to foundation design, slope stability, sanitary effluent disposal and storm water disposal be continually upheld.*
- (e) *That access ways, residential buildings, residential ancillary buildings, garages, swimming pools, paved tennis courts but excluding lawn tennis courts and gardens, be restricted to the residential cartilage area as shown on the plans submitted with the application (Council Ref 7028) prepared by Fraser Thomas titled 'scheme plan of proposed subdivision Lot 1 DP 192545' Fraser Thomas reference 85872/SC.*

Dated at Papakura this 29th day of June 2004

Philip Barrett, Manager – Resource Consents
Authorised Officer



Phillips Fox Tower
209 Queen Street
PO Box 160
Auckland
New Zealand
DX CP24027 Akld
Tel +64 9 303 2019
Fax +64 9 303 2311
www.phillipsfox.com

Adelaide
Brisbane
Canberra
Melbourne
Perth
Sydney
Auckland
Wellington
Hanoi
Ho Chi Minh City

BON 6239685.1 Bond i

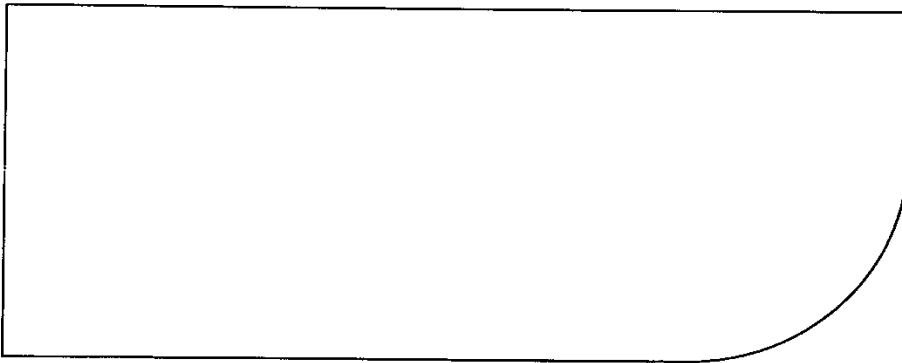
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DocID: 311711287

**Bond under the Resource Management Act 1991
for temporary household unit**

Noeline Jane Baird and Benjamin Bertrand Smith
Papakura District Council



Parties

Noeline Jane Baird and **Benjamin Bertrand Smith** of 232 Mill Road, Takanini, Papakura
(**Property Owners**).

Papakura District Council, a territorial authority under the Local Government Act 2002
(**Council**).

Background

- A The Property Owners are the registered owners of Lot 2 Deposited Plan 56358 described in certificate of title NA 8C/1221 commonly known as 232 Mill Road, Takanini, Papakura (**property**).
- B Under the Resource Management Act 1991 and the Papakura District Plan, a temporary household unit is only permitted if the special provisions of Rule 8.4 of Section Two of the District Plan are met. These special provisions include the requirement that a bond be provided to secure the performance of the other conditions in rule 8.4.
- C The property owners have provided a cash bond to the Council for the erection of a temporary household unit to accommodate Noeline Jane Baird and Benjamin Bertrand Smith for a period of ten years. This document provides for the terms on which the bond is held by the Council

1 Bond

Bond

- 1.1 The Property Owners covenant to comply with the conditions (a) to (e) of Rule 8.4 of Section Two of the Papakura District Plan as set out in Schedule 1 (**Conditions**).
- 1.2 The Property Owners are bound to the Council for \$10,000 (**Bond**).
- 1.3 The Bond is to be maintained to ensure compliance with the Conditions.

Use or release of bond

- 1.4 If the Property Owners comply with the Conditions, the Council will release the Bond and this document then ceases to have effect.
- 1.5 If the Property Owners fail to comply with the Conditions the Council may use all or part of the Bond to remedy the default by the Property Owners.
- 1.6 If the cost of remedying the default is less than the amount of the Bond, the extent of the Bond remaining will be returned to the Property Owners.

1
1.9.10
BAT

- 1.7 If the cost of remedying the default is more than the amount of the Bond, the Property Owners remain liable for the excess costs of remedying the default. The excess costs are recoverable as a debt due to the Council and is a charge on the property.

Determination of compliance with Conditions

- 1.8 The determination of whether the Property Owners have complied with the Conditions is in the absolute discretion of the Council.
- 1.9 The Property Owners are liable for the reasonable costs incurred by the Council in determining compliance with the Conditions.

Variation of the Conditions

- 1.10 Any variation to the Conditions does not release the Property Owners from this bond.

Interest on the bond

- 1.11 Any interest accrued on the Bond while it is held by the Council will be retained by the Council.

2 Miscellaneous

Successors

- 2.1 This document continues for the benefit of, and binds, a successor in title of a party, including a person to whom a party's rights and obligations are assigned in accordance with this document.

Assignment

- 2.2 None of the parties may assign any of its rights under this document, without the consent of each other party. That consent may be withheld at the party's absolute discretion.

Costs

- 2.3 The Property Owners will pay all legal expenses incurred by the Council in the preparation, execution and registration of this document.

Execution of separate documents

- 2.4 This document is properly executed if each party executes either this document or an identical document. In the latter case, this document takes effect when the separately executed documents are exchanged between the parties.

Joint and individual liability and benefits

- 2.5 Except as otherwise set out in this document, any agreement, covenant, representation or warranty under this document by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

Severability

- 2.6 If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

Variation of this document

- 2.7 No variation of this document will be of any force or effect unless it is in writing and signed by the parties to this document.

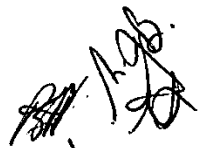
Waiver

- 2.8 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this document, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

Interpretation

- 2.9 In the interpretation of this document, the following provisions apply unless the context otherwise requires:
- 2.9.1 Headings are inserted for convenience only and do not affect the interpretation of this document.
 - 2.9.2 A reference in this document to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 2.9.3 A reference in this document to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
 - 2.9.4 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document.
 - 2.9.5 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 2.9.6 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - 2.9.7 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

- 2.9.8 References to the word 'include' or 'including' are to be construed without limitation.
- 2.9.9 A reference to this document includes the agreement recorded in this document.
- 2.9.10 Any schedules and attachments form part of this document.

A handwritten signature in black ink, appearing to be 'A. G. B.', is located in the bottom right corner of the page.

Execution and date

Executed as a deed.

Date: 30 NOVEMBER 2004

Signed by **Noeline Jane Baird**
in the presence of:

) 
) Noeline Jane Baird
)

Witness signature:



Witness name:

Occupation:

Address:

SANDRA HELEN TATHAM
LEGAL ASSISTANT TO
DAVID RICE & ASSOCIATES
BARRISTERS & SOLICITORS
PAPAKURA

Signed by **Benjamin Bertrand Smith**
in the presence of:

) 
) Benjamin Bertrand Smith
)

Witness signature:



Witness name:

Occupation:


Address:

SANDRA HELEN TATHAM
LEGAL ASSISTANT TO
DAVID RICE & ASSOCIATES
BARRISTERS & SOLICITORS
PAPAKURA

The common seal of the
Papakura District Council
was affixed in the presence of:



Mayor



Chief Executive Officer

Correct for the purposes of the Land Transfer
Act 1952



Solicitor for the Papakura District Council


Schedule 1 – conditions of rule 8.4

- (a) The premises shall be occupied by those persons described in the definition of Temporary Household Unit, namely Noeline Jane Baird and Benjamin Bertrand Smith.
- (b) The premises shall not be sub-let.
- (c) The building may remain for a period of ten years with the right of the applicant to apply to Council for an extension of that period.
- (d) The building shall be removed from the site when no longer required for the accommodation of the qualifying person(s).
- (e) The applicant shall not dispose of the property unless the temporary building is removed from the site.

TSB Bank Limited, the mortgagee in respect of the land in certificate of title NA 8C/1221 under mortgage **6003415.1**, consents to registration of this Bank Bond and acknowledges that it is bound by the within Bank Bond for the purposes of section 105 of the Land Transfer Act 1952 but without prejudice to its rights and remedies under the mortgage.

Signed by **TSB Bank Limited** in the
presence of:

) _____
) Authorised signatory
)

Witness signature: 

Witness name:

Karla Maree Potroz

Occupation:

Bank Officer

Address:

New Plymouth



Signed by **TSB BANK LIMITED**
in the presence of us the
undersigned being authorised
signatories of the said Bank in the
presence of:



Authorised Signatories



Authorised Signatories

Landline User ID:

LAWFACTORIAU

LOGGING FIRM

LAW FACTOR LTD

Address:

3 / 12 / 04 (2)

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

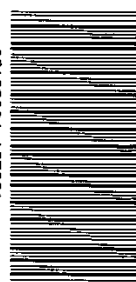
Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / STD Number
(LINZ Use only)

03/12/2004 13:59:21



03122004 135921

Plan, returned to LINZ, should be
To be Deposited

BON 6239685.1 Bond 1

Cpy - 02/04, Pgs - 009, 03/12/04, 14:18

Copies
(Inc. original)

DocID: 311711287

Uplifting Box Number:

83

ASSOCIATED FIRM:

PHILLIPS FOX - LZP

Client Code / Ref:

0367045

Rejected Dealing Number:

Other (state): **PRIORITY SIGN ON**

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMITTING & PRIORITY FEE	FEES IN-CLUSIVE
1	86/1221	BON	BAIRD & SMITH TO PAKAPURA DISTRICT COUNCIL	50.00						\$20	\$70.00
2											
3											
4											
5											
6											

Landline User ID: LAWFACTORIAU

Dealing / STD Number (LINZ Use only)

Subtotal (for this page)

\$70.00

Total for this dealing

\$70.00

Less Fees paid on Dealing #

Cash/Cheque enclosed for **\$70.00**

4326 A 002 03/12/2004 CHEQUE

70.00

LINZ Form P005 - PDF

Version 1.7: 28 May 2004