

A 41269

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New Zealand

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EASEMENT CERTIFICATE

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

THE DILWORTH TRUST BOARD a Body Corporate under the Charitable Trusts
Act 1957

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the 16th day of October 1964 under No. 53665, are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE
DEPOSITED PLAN NO.

Nature of Easement (e.g., Right of Way, etc.)	SERVIENT TENEMENT		Dominant Tenement Allotment No(s)	Title Reference
	Allotment No.	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 1 D.P. 53665	Yellow	Lot 3 D.P. 53665	
Right of Way	Lot 3 D.P. 53665	Blue	Lot 1 D.P. 53665	

1. Rights and powers:.....

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

Released under the provision of
the Official Information Act 1982

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

The maintenance and repair of the Ways over which the respective Rights of Way and passage are specified in this certificate shall be borne equally by the parties for the time being using or entitled to use the same PROVIDED HOWEVER that if any damage to the Ways beyond that resulting from ordinary fair use wear and tear shall be caused or suffered by any one such party or by his or her servant agent workman visitor friend or any person having business with or using the said Ways with permission of such party or by any animal implement vehicle or thing used or brought or allowed upon such Ways by any such party such damage shall be forthwith repaired and the Ways restored to their former condition by and at the sole cost of the party who has so caused or suffered such damage to occur AND in the event of default being made by any party for the time being entitled to use the said Rights of Way in payment of his or her contribution towards the maintenance and repair of the said Ways or in making good such damage as aforesaid any other party or parties entitled for the time being to the benefit of the Rights of Way herein specified shall thereupon or at any time after such default is made be at liberty to effect such maintenance and repairs and/or to make good such damage and to recover from the party in default that party's just share of such cost or the total cost as the case may be of such maintenance and/or repairs and any other expenses incurred in connection therewith by action at law or otherwise and until any judgment for any moneys so due and payable is satisfied or otherwise lawfully discharged the Plaintiff in any such action shall be entitled by way of injunction or otherwise to restrain the judgment debtor and all persons claiming through or under him or her or them from the use and enjoyment of the said Rights of Way and passage.

3. No person for the time being entitled to the use and enjoyment of the said Rights of Way shall at any time leave or place or permit or suffer to be left or placed any vehicle or other obstacle on the said Ways so as to obstruct the free passage of vehicles and/or persons lawfully entitled to such free passage through and along such Ways.

Dated this 17 day of August

1964.

Signed by the above named
in the presence of

THE COMMON SEAL of THE DILWORTH TRUST BOARD was
hereto affixed at a meeting of the said Board
in the presence of us the undersigned members
of the said Board [Occupation and address]

[Signature]
[Signature] Members
[Signature]
.....
[Signature] Secretary.



No. A 41269

CERTIFICATE of Easements
creating Rights of Way affecting
Lots 1 and 3 D.P. 53665

situated in North Auckland Land Registry

Particulars entered in the Register-book,

Vol. **4D**, folio **271**

the **4th** day of **November** 19**64**
at **2.13** o'clock.



District
Assistant
Land Registrar.

of the District of **North Auckland**

Part 7
The easements referred to herein when created will be
subject to section 351E (a) of the Municipal Corpora-
tions Act 1954.

The within easements were created by
Deed A41272 and A41270

The easements relative to Lot 3 Plan
53665 (C.T. 14 D/217) herein were
created ~~by deed A577799~~ by deed **A577799**
to Lunnage & Co.
23/8/1971

LAND & DEEDS	
Nature:	Easement
4 NOV 1964	
SOLICITORS	
Time:	2.13
Fee:	1:0:0
Abstr. No:	25009

JACKSON, RUSSELL, TUNKS & WEST,

319

Correct for the purposes of the Land Transfer Act.

Solicitor for the Registered Proprietor *for the Transferor*

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

"1. RIGHT OF WAY

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

"2. RIGHT TO CONVEY WATER

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

"3. RIGHT TO DRAIN WATER

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

"4. RIGHT TO DRAIN SEWAGE

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

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

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

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

C 963070.3 ENK

MEMORANDUM OF ENCUMBRANCE

Correct for the purposes of the Land
Transfer Act 1952



Solicitor for encumbrancee

**THE LAURA FERGUSON TRUST
FOR DISABLED PERSONS -
AUCKLAND BRANCH
INCORPORATED**

Encumbrancer

AUCKLAND CITY COUNCIL

Encumbrancee

Particulars entered in the register as
shown in respect of the land referred to
herein

Assistant/District Land Registrar in the
District of North Auckland

SIMPSON GRIERSON
SOLICITORS
AUCKLAND
(SPN)

AK952420.540s1pv9+

MEMORANDUM OF ENCUMBRANCE

WHEREAS

- I. **THE LAURA FERGUSSON TRUST FOR DISABLED PERSONS - AUCKLAND BRANCH INCORPORATED** ("the Encumbrancer") is registered as proprietor of estates in fee simple subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in the land described in the schedule hereto (hereafter called "the Land").
- II. The Encumbrancer has requested the **AUCKLAND CITY COUNCIL** (the Encumbrancee hereafter called "the Council") to issue a building consent for part of the Land.
- III. The Council has agreed to issue the building consent on the condition (inter alia) that the Encumbrancer enter into and execute these presents.

NOW THIS MEMORANDUM WITNESSES THAT:

1. **THE** Encumbrancer hereby encumbers all the Land for the benefit of the Council for a term of 999 years with an annual rent charge of 5 cents to be paid on the 1st day of June each year if demanded by that date.
2. **THE** Encumbrancer covenants with the Council as follows:

Not to transfer, lease or otherwise dispose of any of the parcels of the Land independently of the other parcels of the Land.
3. **THE** Encumbrancer shall pay the costs of preparation, stamping and registration of this Memorandum of Encumbrance and any other costs incurred by the Council in relation to this Memorandum of Encumbrance.
4. **SECTION 104** of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise (and without prejudice to the Council's rights of action at common law as a rent charger or encumbrancee):
 - 4.1 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
 - 4.2 No covenants on the part of the Encumbrancer and its successor in title are implied in this Memorandum other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.

DATED at Auckland this 13th

day of October 1995

SIGNED by THE LAURA
FERGUSON TRUST FOR
DISABLED PERSONS - AUCKLAND
BRANCH INCORPORATED as
Encumbrancer by the affixing of its
common seal in the presence of:

Member

Member

Secretary



Released under the Official Information Act 1982

SCHEDULE
("the Land")

- A. All that parcel of land containing 1495 square metres more or less being Lot Four (4) on a plan lodged in the Deeds Register Office No. S.116 and being part of Allotment 1 of Section 12 of the Suburbs of Auckland and being all the land comprised and described in Certificate of Title 513/265 limited as to parcels (North Auckland Registry)

SUBJECT TO: 1. Section 23 The Land Transfer (Compulsory Registration of Titles) Act 1924;
2. Fencing covenant in Transfer C.883833.1; and
3. Caveat No.10276.

- B. All that parcel of land containing 822 square metres more or less being Lot Five (5) on a plan lodged in the Deeds Register Office No.308 and being part of Allotment 1 of Section 12 of the Suburbs of Auckland and being all the land comprised and described in Certificate of Title 513/268 limited as to parcels (North Auckland Registry)

SUBJECT TO: 1. Section 23 The Land Transfer (Compulsory Registration of Titles) Act 1924;
2. Fencing covenant in Transfer C.883833.1; and
3. Caveat No.10276.

- C. All that parcel of land containing 6918 square metres more or less being Lot 1 Deposited Plan 146628 and being part Allotment 1 Section 12 Suburbs of Auckland and being all the land comprised and described in Certificate of Title 87B/952 (North Auckland Registry)

SUBJECT TO: 1. Fencing covenant in Lease 960031.1 and Transfer B.280086.1;
and
2. Memorandum of Mortgage C.340303.5.

Released under the provision of
the Official Information Act 1982

308 05.11.1982 C 963070.3

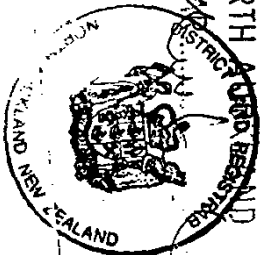
220

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH
ASST LAND REGISTRAR

513/265

268

876/451



3

270
100

\$25
- 0
3/3