



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **58421**  
**Land Registration District** **South Auckland**  
**Date Issued** 07 February 2003

**Prior References**

SA13B/741

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<b>Estate</b>	Fee Simple
<b>Area</b>	2509 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan 314799

**Registered Owners**

Nicholapillai Canute Chandrakumaran

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**Interests**

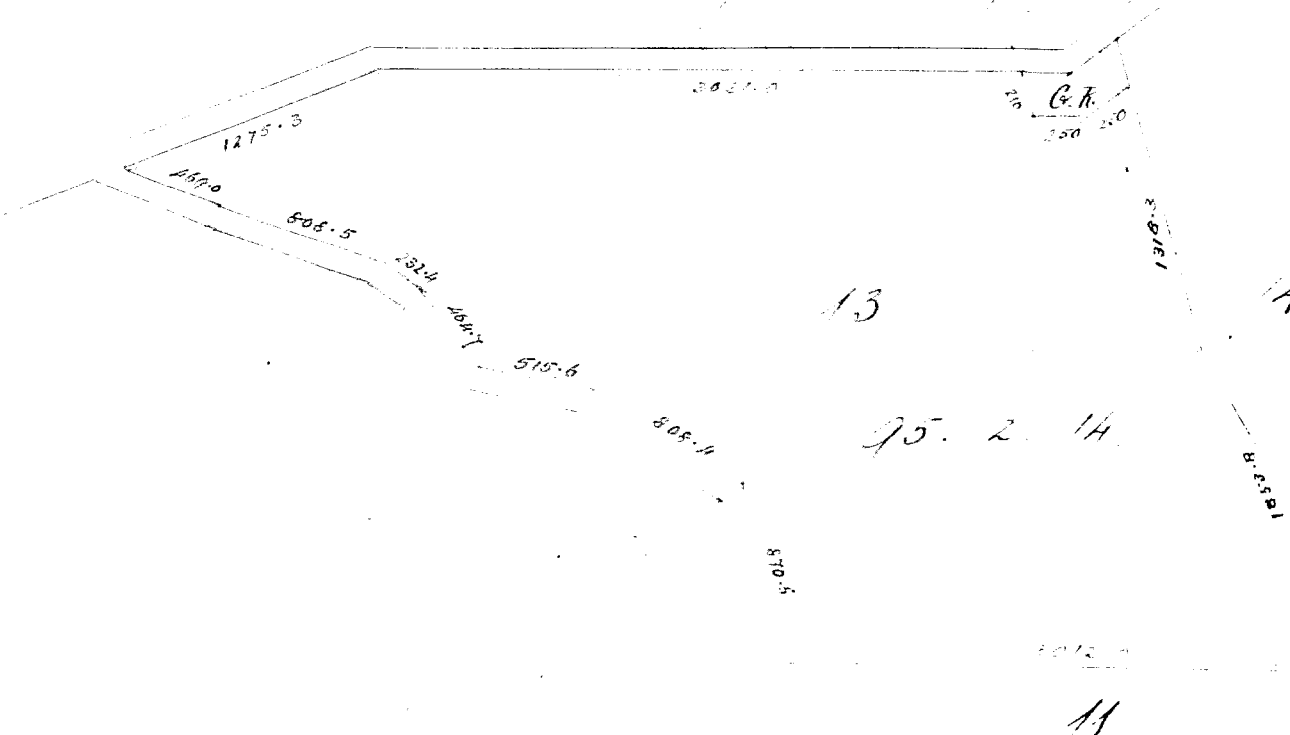
Subject to drainage rights created by Conveyance 295407 (R355/102)  
9580679.2 Mortgage to Kiwibank Limited - 29.11.2013 at 3:34 pm



**295407 -** Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 A Deed of Conveyance (S.T. 11537-11523) dated 6<sup>th</sup>  
 December 1920 between Thomas Mather & Charles Albert  
 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's Measure  
 of 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's Measure  
 Stamp £36/10/- 4 pm 21 Auckland

MS Ltd made the sixth day of December One thousand, nine, hundred and  
 twenty between Thomas Mather of Hamilton Farmer and Charles Albert  
 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's Measure  
 of 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's Measure  
 Stamp £36/10/- 4 pm 21 Auckland

Bell & Speight  
 per J. S. Rust  
 11/5/21



parcel of land in the Provincial District of  
 Auckland containing Twenty five acres two  
 roods fourteen perches more or less being  
 lot Thirteen on a Plan lodged in the  
 Land Transfer Office at Auckland under

Number 14534 which said piece of  
 land is part of a subdivision of lot (Two)  
 containing Four hundred and forty-  
 three acres One rood on a Plan  
 lodged in the Deeds Register Office  
 at Auckland as Number C97 of  
 part of Allotment Two hundred  
 and fifteen Parish of Pukekohe

Bounded towards the North by the Te Papa - Te Kowhai Road One thousand  
 two hundred and seventy five and three tenths links and Three thousand and  
 thirty one links towards the East by a Gravel Reserve vested in the Waipā County  
 Council Two hundred and ten links again towards the North by the said Gravel  
 Reserve Two hundred and fifty links and Two hundred and fifty links again  
 towards the East by lot Thirteen on the said Plan Number 14534, One  
 thousand, three hundred and eighteen and three tenths links and One thousand  
 eight hundred and fifty three and eight tenths links towards the South by lot  
 Eleven on the said Plan Number 14534 Three thousand and two hundred and  
 towards the West and Southwest by a road Eight hundred and seventy and  
 five tenths links Eight hundred and eight and four tenths links, Two  
 hundred and fifteen and six tenths links, Four hundred and sixty and  
 seven tenths links Two hundred and thirty-two and four tenths links, Eight  
 hundred and eight and five tenths links and Four hundred and sixty and  
 seven tenths links

295408 -

Signed by Messrs Charles Albert Houghson by His Attorney  
Edward James Trears sitting under and by virtue of a Deed  
Put in Pending Attorney under the 23<sup>rd</sup> day of July 1920  
deposited in the Land Office at Auckland (see Number 18864)

C. A. Houghton  
by his attorney  
E. J. Mearns



in the presence of W. V. Gray Solicitor Hamilton

Stamp 3/- C. J. M. 6/12/20

I Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as number 4864 And that I have not received any notice or information of the revocation of such power by death or otherwise.

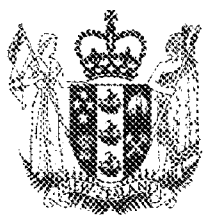
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutes of the Peace Act 1908

Declared at Hamilton this sixth day of December } C. J. Mears

1920 Before me


W. V. Gray, A Solicitor of the Supreme Court of New Zealand





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **147740**  
**Land Registration District** **South Auckland**  
**Date Issued** 01 June 2004

**Prior References**

SA25B/66

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<b>Estate</b>	Fee Simple
<b>Area</b>	2.0001 hectares more or less
<b>Legal Description</b>	Lot 1 Deposited Plan 335995

**Registered Owners**

Koo-tae Kim, Im-soon Park and Man-bock Lee

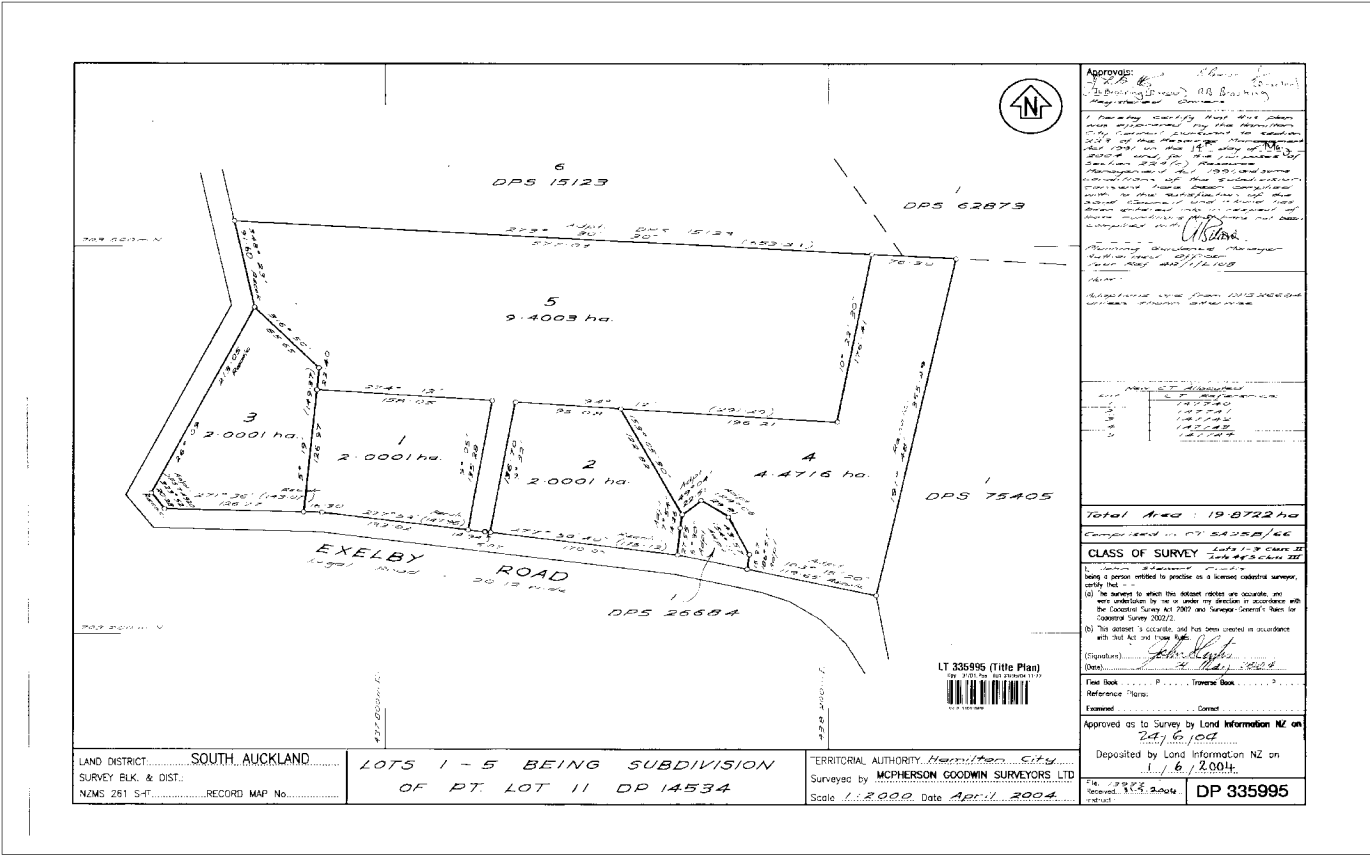
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**Interests**

Appurtenant hereto are drainage rights created by Conveyance 295328 (R355/88)

Appurtenant hereto are drainage rights created by Covenant 339694 (R446/405)

7098480.2 Mortgage to Westpac New Zealand Limited - 8.11.2006 at 1:52 pm



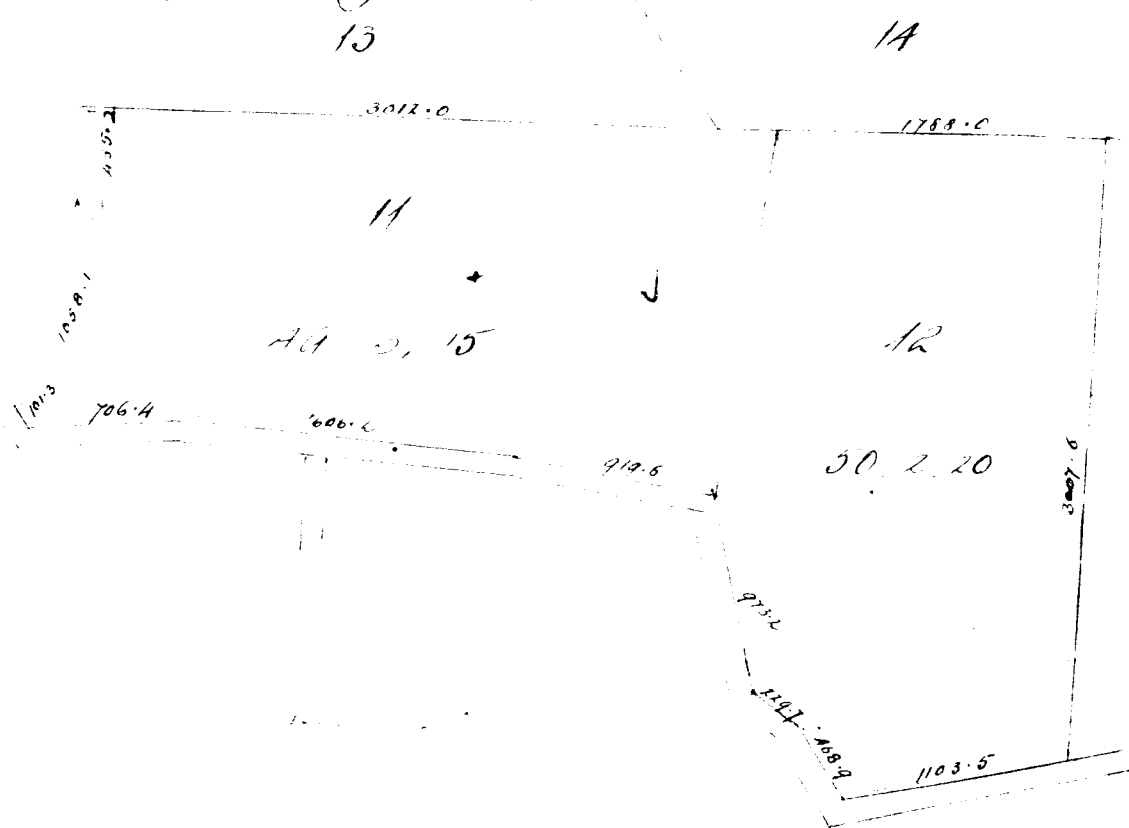
295328 -

Received for Registration the 21<sup>st</sup> day of March 1921 at 10.45 am. 31537  
 11 521 H. G. Wilson Acting Deputy Registrar C. Dated 6<sup>th</sup> December 1920  
 C. U. Loughnan & M. Booth & Anor. Grantees of lots 11 and 12 on D.P. 14534  
 31537 MacDiarmid Meares & Gray Solicitors Hamilton Stamp £37/10/- 4 Jan 21 Auckland

This Deed made the sixth day of December One thousand nine hundred and twenty  
 between Joshua Matters of Hamilton Farmer and Charles Albert Loughnan of  
 Palmerston North Solicitor (hereinafter termed the Vendors) of the one part and William  
 Booth and Vincent Booth both of Te Kowhai Farmers (hereinafter termed the  
 Purchasers) of the other part Witnesseth that In consideration of the sum of Three  
 thousand seven hundred and sixteen Pounds, paid by the Purchasers to the Vendors  
 (the receipt of which sum is hereby acknowledged) They the Vendors do and each of them doth  
 hereby convey and assure unto the Purchasers All that piece or parcel of land in the

Provincial District of Auckland containing  
 One hundred acres one rood Thirty five perches  
 more or less being lots Eleven and Twelve  
 on a plan lodged in the Land Transfer Office  
 at Auckland as number 14534, which  
 said piece of land is part of a Subdivision  
 of lot Two containing Four hundred and  
 forty three acres One rood one Plain being  
 in the Deeds Register Office at Auckland  
 as number C 97 of part of Allotment Two  
 hundred and fifteen Parish of Patete  
 and is bounded towards the North by  
 lots Thirteen and Fourteen of the said first  
 mentioned plan Three thousand and twelve  
 and One thousand seven hundred and eighty  
 eight links respectively towards the East by

other part of said lot Two on Plan C 97 Three thousand and seven and six tenths  
 links, towards the South and West by a road One thousand one hundred and  
 three and five tenths links, Four hundred and sixty eight and nine tenths links  
 Two hundred and twenty nine and seven tenths links, Nine hundred and seventy  
 three and two tenths links, Nine hundred and nineteen and six tenths links,  
 One thousand six hundred and six and two tenths links, Seven hundred and  
 eighty six and four tenths links, One hundred and one and three tenths links, One  
 thousand and fifty eight and one tenth links and Four hundred and fifty five  
 and two tenths links. All the said several enclosures a little more or  
 less as delineated by the plan drawn hereon and together with all the rights  
 and appurtenances thereto belonging To Hold the same unto the Purchasers  
 their executors administrators and assigns forever as tenants in common in equal  
 shares Provided Always and it is hereby mutually covenanted agreed and declared  
 by and between the parties hereto that the drains on or adjoining or adjacent to  
 the boundaries of the said piece of land hereby conveyed and the adjoining land  
 of the Vendors shall at all times be kept clean and in good repair and condition  
 by the Vendors and the Purchasers and their respective executors administrators  
 assigns being the owners and occupiers for the time being of the lands adjoining  
 or adjacent to the same who derive benefit therefrom and each owner shall  
 pay the cost thereof in equal shares (that is to say One half by the Vendors and  
 one half by the Purchasers) or provide the labour and plant necessary for



3 all & freight  
 per J. S. Aust  
 11/5/21

8<sup>th</sup> (sic)

that purpose in equal shares as aforesaid and if any such owner shall fail or neglect for fourteen days after written notice calling upon him to join in the clearing out or repair of any such drain has been delivered or left at his dwelling or posted to him at his usual address in the ordinary course of post from the person to whom he has so the said work and recover half the cost from the person to whom he has given such notice. Provided Further that the Purchasers their executors administrators and assigns the owners and occupiers for the time being of the said piece of land hereby conveyed and of every part thereof shall be and lawfully are and free of charge to drain and discharge water from all drains now or hereafter in or around or adjoining the said land piece of land or any part thereof into the drains and streams joining the said land piece of land and to the free and uninterrupted flow and passage of the said water through the said drains and streams to the main outlet drain from the Vendor's lands and such last mentioned streams and drain shall be kept properly cleaned out and in good order and undisturbed by the Vendors their executors administrators and assigns (the owners for the time being of the land adjoining the same) at their own expense and in the event of their failing so to do aforesaid it shall be lawful for the Purchasers their executors administrators and assigns the owner or owners for the time being of the said land hereby conveyed or any part thereof to enter upon the said land or any part thereof and the adjoining streams and drains flow and clean out the same and to remove the cost thereof from such owner or owners for the time being and to recover the cost thereof from such adjoining owner or owners. And it is further agreed and declared that inasmuch as the boundaries of the said land are not clearly defined by any fences or other means and as fences are erected along or across such drains and fences shall be deemed to be boundary fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. It is further declared however that the occupation of land between the centre of the drains and such fences shall not be deemed adverse possession thereof as against the owner or owners of the land. And it is hereby agreed and declared that the provisions implied in consequence by Subsection (d) of section 56 of the Property Law Act 1908 shall be applied again against the Vendors and shall include the following deeds and documents numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179668, 183045, 183046, 222489, 183424, 256551, 72159, 2190, 2215, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 210735, 222488, 258015, 258016 and Reconveyance of 258016 and it is further declared for the purposes of the said proviso that the same shall be deemed to be (Number two) inclusive. An agreement in writing was entered into between the parties in respect of the foregoing transactions.

In Witness Whereof these presents have been executed.  
Signed by the said Joshua Mathers }  
In the presence of } Jos. Mathers

Signed by the said Charles Albert }  
Roughnan by his Attorney Edward }  
James Mearns acting under and by }  
virtue of a Deed Poll a Power of }  
Attorney dated the 23rd day of }  
July 1920 deposited in the Land }  
Transfer Office at Auckland as }  
Number 4064 in the presence of }  
H. P. Gray Solicitor Hamilton

C. A. Roughnan  
by his Attorney  
E. J. Mearns

I, Edward James Mearns of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written deed in the name and on behalf of Charles Albert Roughnan of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23rd day of July 1920 One thousand Nine hundred and Twenty under the hand of the said Charles Albert Roughnan and deposited in the Land Transfer Office at

Stamp 3/- EJM 6/12/20



Auckland as Number 4864 And that I have not received any notice or information of the  
 revocation of such power by death or otherwise

And I make this solemn declaration conscientiously believing the same to be true and by  
 virtue of the provisions of the Statutes of the Peace Act 1908.

Declared at Hamilton this sixth day of

December 1920 Before me

W. P. Gray,

E. J. Meay  
 Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ... William Richards Shattock is the owner in fee simple of the land more particularly described in the.. Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers. And whereas the said lands are not within the jurisdiction of any drainage district nor under the ... control of any Drainage Board and whereas the main outlet drain which carries off water from the .... lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the said William Richards Shattock described in the third schedule hereto in the approximate position ... indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ... such portion of the main outlet drain as runs through the land of the said William Richards Shattock. shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time and at all times thereafter keep the same clean free and unobstructed to its full depth and in good order condition and repair Provided however that in the event of the sides of the said drain falling in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of the said drain Provided further that upon any such damage occurring to the said drain the said ..... William Richards Shattock shall immediately upon the same being ascertained notify the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers thereof and in the event of their failing for seven days to repair such damage it shall be lawful for the said William Richards Shattock to repair the same and recover the cost of so doing from the said .... William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the .... said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary for such fence the said William Richards Shattock shall supply all wire and staples necessary and the said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence.. The said William Richards Shattock shall maintain the said fences in good order condition and repair at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and doth hereby guarantee and become and made himself personally responsible to the said William Richards Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagor of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

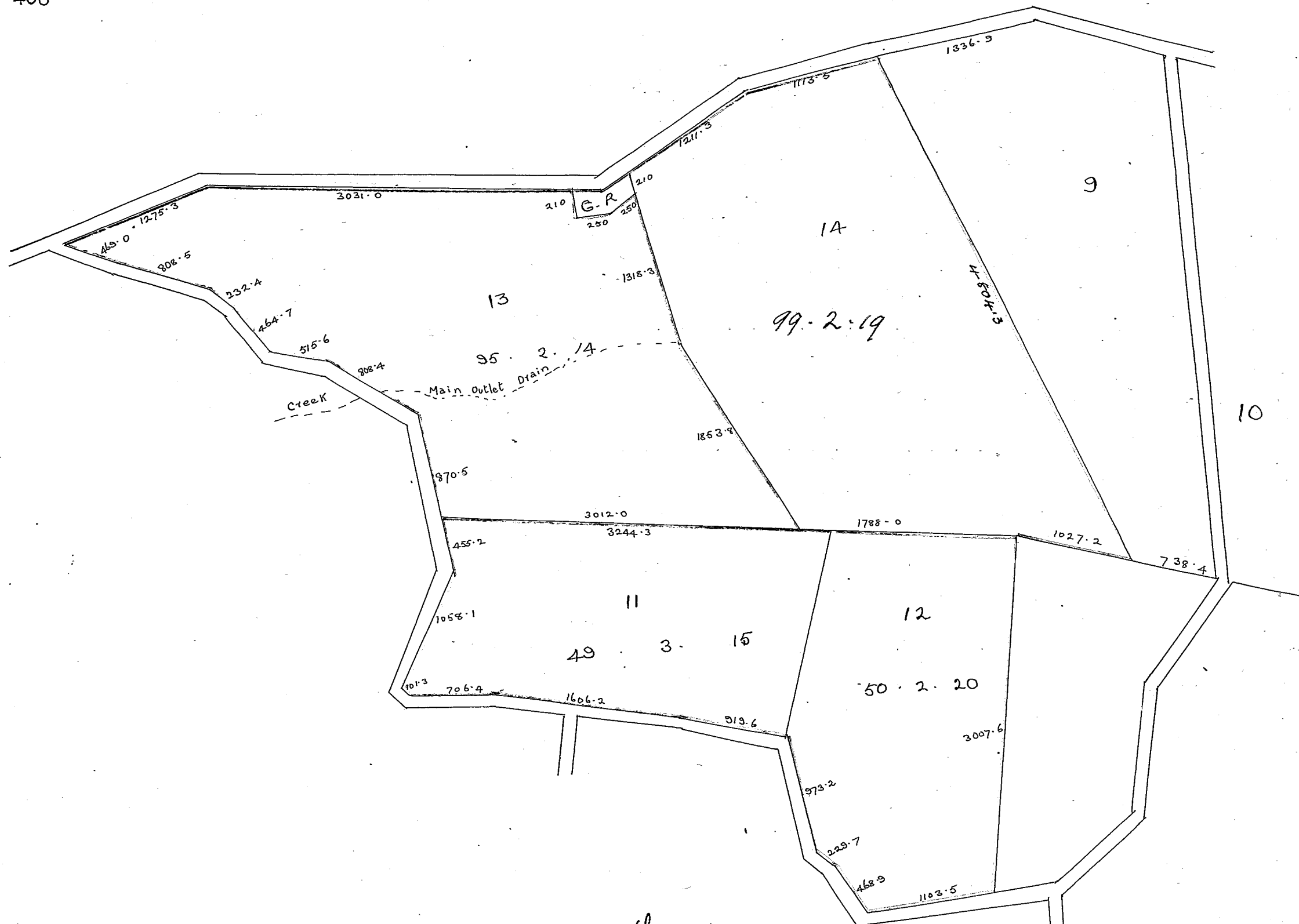
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup>. day of December 1924

WITNESS:

A. M. Hume Pro Richardson







**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **179946**  
**Land Registration District** **South Auckland**  
**Date Issued** 24 November 2004

**Prior References**

SA3A/1080

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<b>Estate</b>	Fee Simple
<b>Area</b>	2533 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan 343823

**Registered Owners**

Hui-Fen Tung

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**Interests**

6226845.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 24.11.2004 at 9:00 am





**CONSENT NOTICE PURSUANT TO SECTION 221**  
**OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER

of Lots 1 and 2 DP 343823 being a subdivision of Pt Lot 1 DP 29169.

AND

IN THE MATTER

of a Subdivision Consent pursuant to sections 108, 220 and 221 of the Resource Management Act 1991.

Pursuant to section 220(1) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 18-Jun-04 imposed the following conditions on the resource consent to subdivide Pt Lot 1 DP 29169.

1. Pursuant to section 221 of the Resource Management Act 1991, a consent notice be registered on the Certificate/s of Title for the new Lot 1 advising that the vehicle crossing be located at the southern end of the lot.

Pursuant to section 252 of the Local Government Act 1974 it is confirmed that the above is a true and correct copy of a decision made by the Council on the 18-Jun-04.

Dated at Hamilton this 16<sup>th</sup> day of Nov 2004.

**G Billimoria**  
**Planning Guidance Manager**  
**(Authorised Officer)**

HCC Ref. : 48/1/B/258  
Agent Ref. : 03/164  
Subdivision Site : 92 Burbush Road

**CONO 6226845.2 Consen**

Cpy - 01/01, Pgs - 001, 23/11/04, 16:09



DocID: 511056442


SA3A/1080

② CONO \$3D



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 226334  
**Land Registration District** South Auckland  
**Date Issued** 15 February 2013

**Prior References**

147743

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<b>Estate</b>	Fee Simple
<b>Area</b>	2.4464 hectares more or less
<b>Legal Description</b>	Lot 1 Deposited Plan 355464

**Registered Owners**

Stuart Douglas McFarlane and Susan Ann McFarlane

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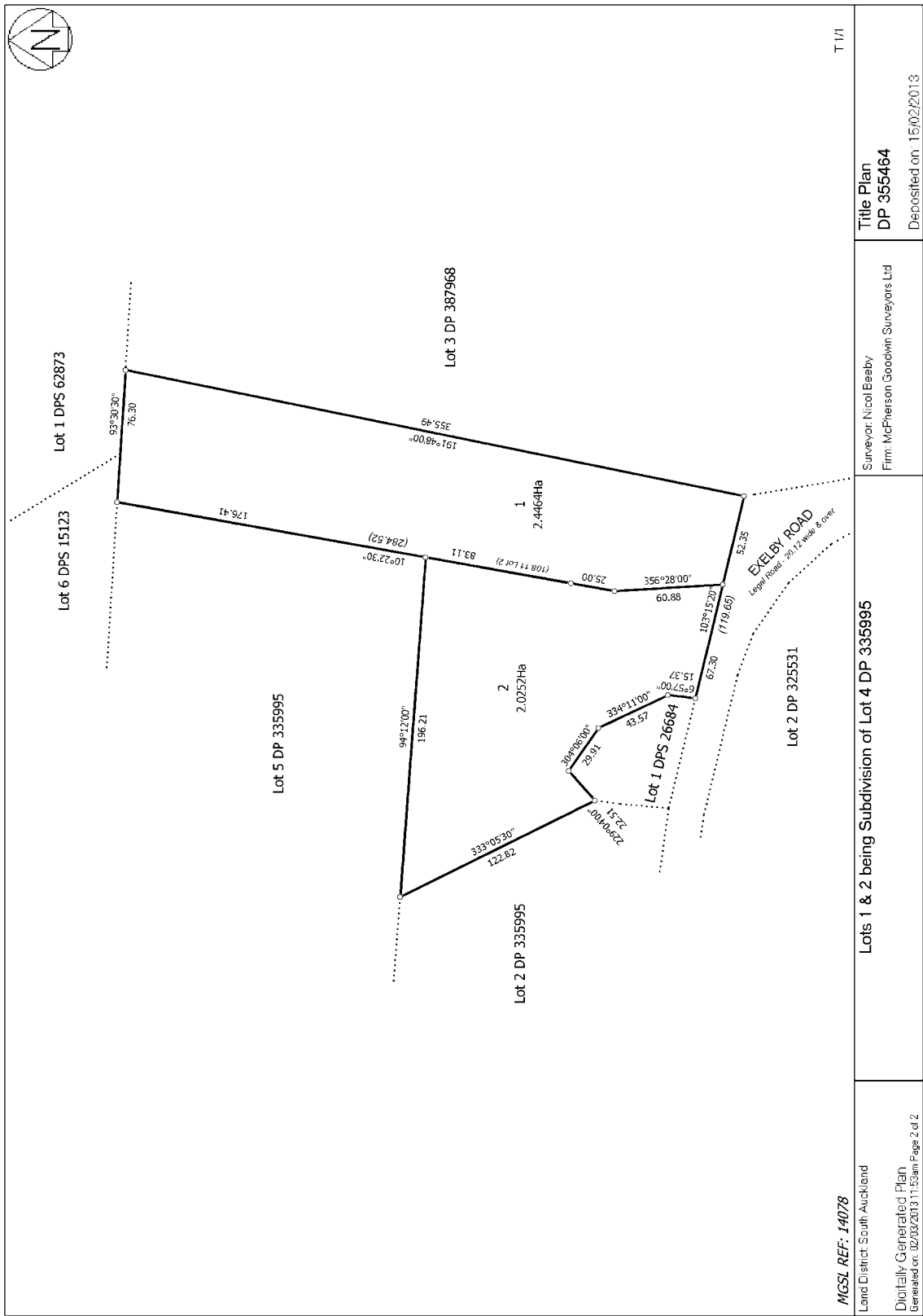
**Interests**

Appurtenant hereto are drainage rights created by Conveyance 295328 (R355/88)

Appurtenant hereto are drainage rights created by Covenant 339694 (R446/405)

9299585.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.2.2013 at 11:34 am

10923594.3 Mortgage to ANZ Bank New Zealand Limited - 13.10.2017 at 3:26 pm







# View Instrument Details

Instrument No.	9299585.2
Status	Registered
Date & Time Lodged	15 Feb 2013 11:34
Lodged By	Parrish, Donna Sherraline Adelai
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

*Toitu te*  
**Land whenua**  
**Information**  
New Zealand



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Affected Computer Registers	Land District
226334	South Auckland
226335	South Auckland

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**Annexure Schedule:** Contains 2 Pages.

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## Signature

Signed by Andrew Gordon Fletcher as Territorial Authority Representative on 15/02/2013 11:08 AM

**\*\*\* End of Report \*\*\***

**CONSENT NOTICE PURSUANT TO SECTION 221**  
**OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER of DP 355464 being a subdivision of Lot 4 DP 335995.

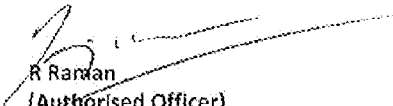
AND

IN THE MATTER of a Subdivision Consent pursuant to sections 108, 220 and 221 of the Resource Management Act 1991.

Pursuant to section 221(2) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 13 April 2005 imposed the following conditions on the resource consent to subdivide Lot 4 DP 335995:

1. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Computer Freehold Register for Lot 1 advising the owners and any subsequent owners that vehicle access to Exelby Road is to be located within a distance of 8.0 metres from the eastern boundary.*
  
2. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Computer Freehold Registers for Lot 1 and Lot 2 advising that at the time of urban subdivision the road access serving the site be at the western boundary of Lot 1 in accordance with the McPherson Goodwin Surveyors Ltd concept plan of file number 14078 (copy attached). Further, the siting of any detached dwelling and accessory building for Lot 1 and Lot 2 has to be accordance with the concept plan and not prejudice the subsequent re-subdivision of the land as shown on the plan.*

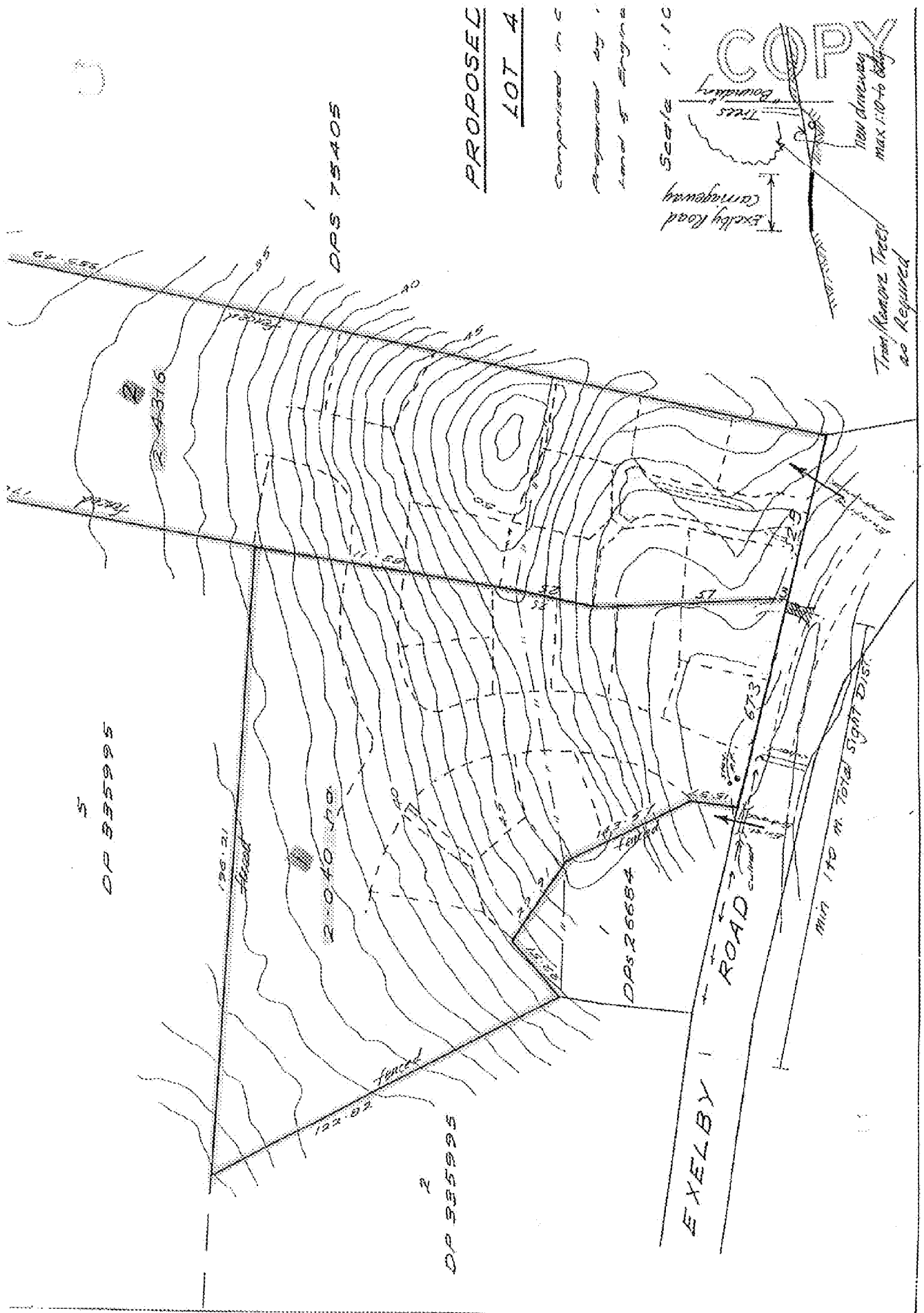
Dated at Hamilton this 5<sup>th</sup> day of February 2013.

  
 R Ramwan  
 (Authorised Officer)

HCC Ref: 2004.4754

Agent Ref: 14078

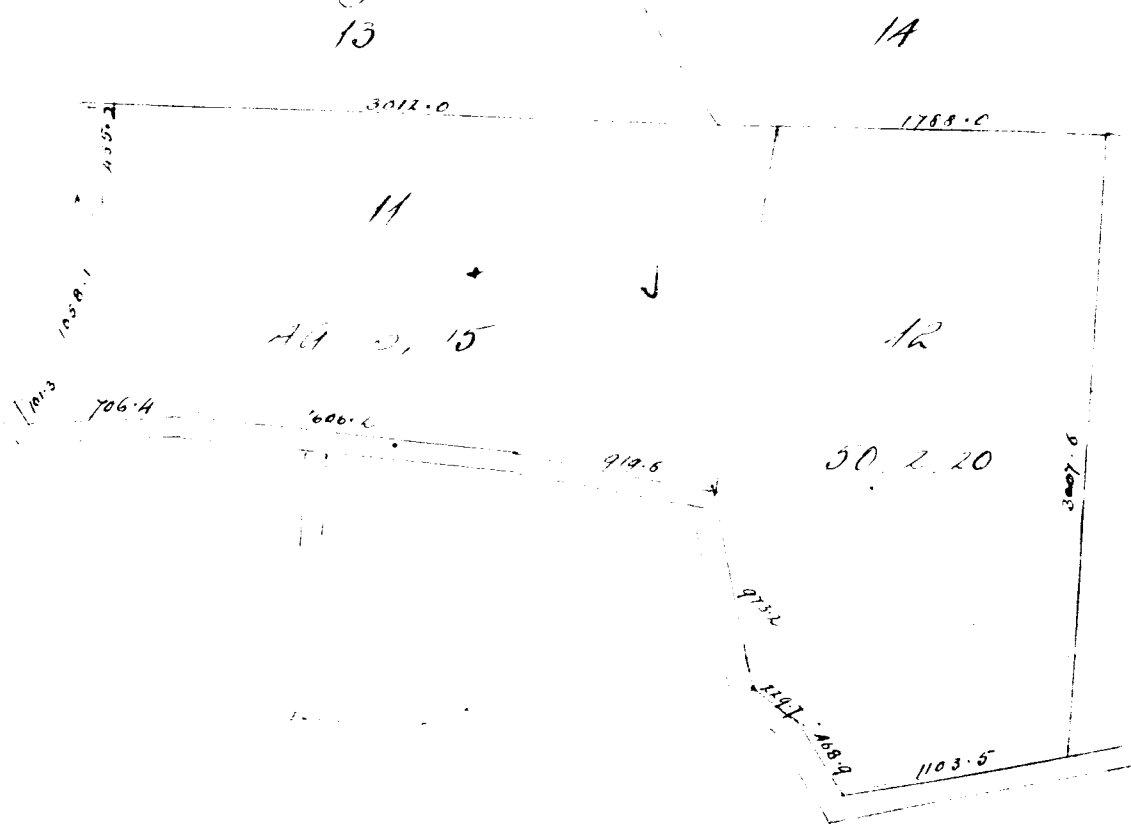
Subdivision Site: 244 Exelby Road, Hamilton



295328- Received for Registration the 21<sup>st</sup> day of March 1921 at 10.45 am. 314537  
 314521 W. A. Wilson Acting Deputy Registrar (S) - Dated 6<sup>th</sup> December 1920  
 C. W. Loughnan vs W. Booth & Anor. Obsequance of lots 11 and 12 on D.P. 14534  
 314537 Mackinnon Mears & Gray Solicitors Hamilton Hamp £37/10/- 4 Jan 21 Buckland  
 This Good

Provincial District of Auckland containing One hundred acres one rood Thirty five perches more or less being lots Eleven and Twelve on a Plan lodged in the Land Transfer Office at Auckland as Number 14534, which said piece of land is part of a subdivision of lot Two containing Four hundred and forty three acres One rood one Plan lodged in the Deeds Register Office at Auckland as Number C97 of part of Allotment Two hundred and fifteen Parish of Patetere and is Bounded towards the North by lots Thirteen and Fourteen of the said first mentioned plan Three thousand and twelve and One thousand seven hundred and eighty eight links respectively towards the East by

other part of said lot Two on Plan C97 Three thousand and seven and six tenths  
links, towards the South and West by a road One thousand one hundred and  
three and five tenths links, Four hundred and sixty eight and nine tenths links  
Two hundred and twenty nine and seven tenths links, Nine hundred and seventy-  
three and two tenths links, Nine hundred and nineteen and six tenths links,  
One thousand six hundred and six and two tenths links, Seven hundred and  
sixty six and four tenths links, One hundred and one and three tenths links, One  
thousand and fifty eight and one tenth links and Four hundred and fifty five  
and two tenths links. Be all the said several accommodations a little more or  
less to delineated by the plan drawn hereon enclosed together with all the rights  
and appurtenances thereto belonging To Hold the same unto the Purchasers  
their executors administrators and assigns forever as tenants in common in equal  
shares Provided Always and it is hereby mutually covenanted agreed and declared  
by and between the parties hereto that the drains on adjoining or adjacent to  
the boundaries of the said piece of land hereby conveyed and the adjoining lands  
of the Vendee shall at all times be kept clean and in good repair and condition  
by the Vendee and the Purchasers and their respective executors administrators and  
assigns being the owners and occupiers for the time being of the lands adjoining  
or adjacent to the same who derive benefit therefrom and such owners shall  
pay the cost thereof in equal shares (that is to say One half by the Vendee and  
one half by the Purchasers) or provide the labour and plant necessary for



that purpose in equal shares as aforesaid and if any such owner shall fail or neglect for fourteen days after written notice calling upon him to join in the clearing out or repair of any such drain has been delivered or left at his dwelling or place to him at his usual address in the ordinary course of post from the person to whom he has so the said work and recover half the cost from the person to whom he has given such notice. Provided Further that the Purchasers their executors administrators and assigns the owners and occupiers for the time being of the said piece of land hereby conveyed and of every part thereof shall be and lawfully are and free of charge to drain and discharge water from all drains now or hereafter in or around or adjoining the said land piece of land or any part thereof into the drains and streams joining the said land piece of land and to the free and uninterrupted flow and passage of the said water through the said drains and streams to the main outlet drain from the Vendor's lands and such last mentioned streams and drain shall be kept properly cleaned out and in good order and undisturbed by the Vendors their executors administrators and assigns (the owners for the time being of the land adjoining the same) at their own expense and in the event of their failing so to do aforesaid it shall be lawful for the Purchasers their executors administrators and assigns the owner or owners for the time being of the said land hereby conveyed or any part thereof to enter upon the said land or any part thereof and the adjoining streams and drains flow and clean out the same and to remove the cost thereof from such owner or owners for the time being and to recover the cost thereof from such adjoining owner or owners. And it is further agreed and declared that inasmuch as the boundaries of the said land are not clearly defined by any fences or other means and as fences are erected along or across such drains and fences shall be deemed to be boundary fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. It is further declared however that the occupation of land between the centre of the drains and such fences shall not be deemed adverse possession thereof as against the owner or owners of the land. And it is hereby agreed and declared that the provisions implied in consequence by Subsection (d) of section 56 of the Property Law Act 1908 shall be applied again against the Vendors and shall include the following deeds and documents numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179668, 183045, 183046, 222489, 183424, 256551, 72159, 2190, 2215, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 210735, 222488, 258015, 258016 and Reconveyance of 258016 and it is further declared for the purposes of the said proviso that the same shall be deemed to be (Number two) inclusive. An agreement in writing was entered into between the parties in respect of the foregoing transactions.

In Witness Whereof the parties have been executed.  
Signed by the said Joshua Mathers }  
In the presence of } Jos. Mathers

Signed by the said Charles Albert }  
Loughran by his Attorney Edward } Jos. Mathers  
James Mearns acting under and by }  
virtue of a Deed Poll a Power of }  
Attorney dated the 23rd day of }  
July 1920 deposited in the Land }  
Transfer Office at Auckland as }  
Number 4064 in the presence of }  
H. P. Gray Solicitor Hamilton

I, Edward James Mearns of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written deed in the name and on behalf of Charles Albert Loughran of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23rd day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Loughran and deposited in the Land Transfer Office at

Stamp 3/- £/s/10 6/12/20



Auckland as Number 4864 And that I have not received any notice or information of the  
 revocation of such power by death or otherwise

And I make this solemn declaration conscientiously believing the same to be true and by  
 virtue of the provisions of the Statutes of the Peace Act 1908.

Declared at Hamilton this sixth day of

December 1920 Before me

H. P. Gray,

E. J. Meay  
 Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-..  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

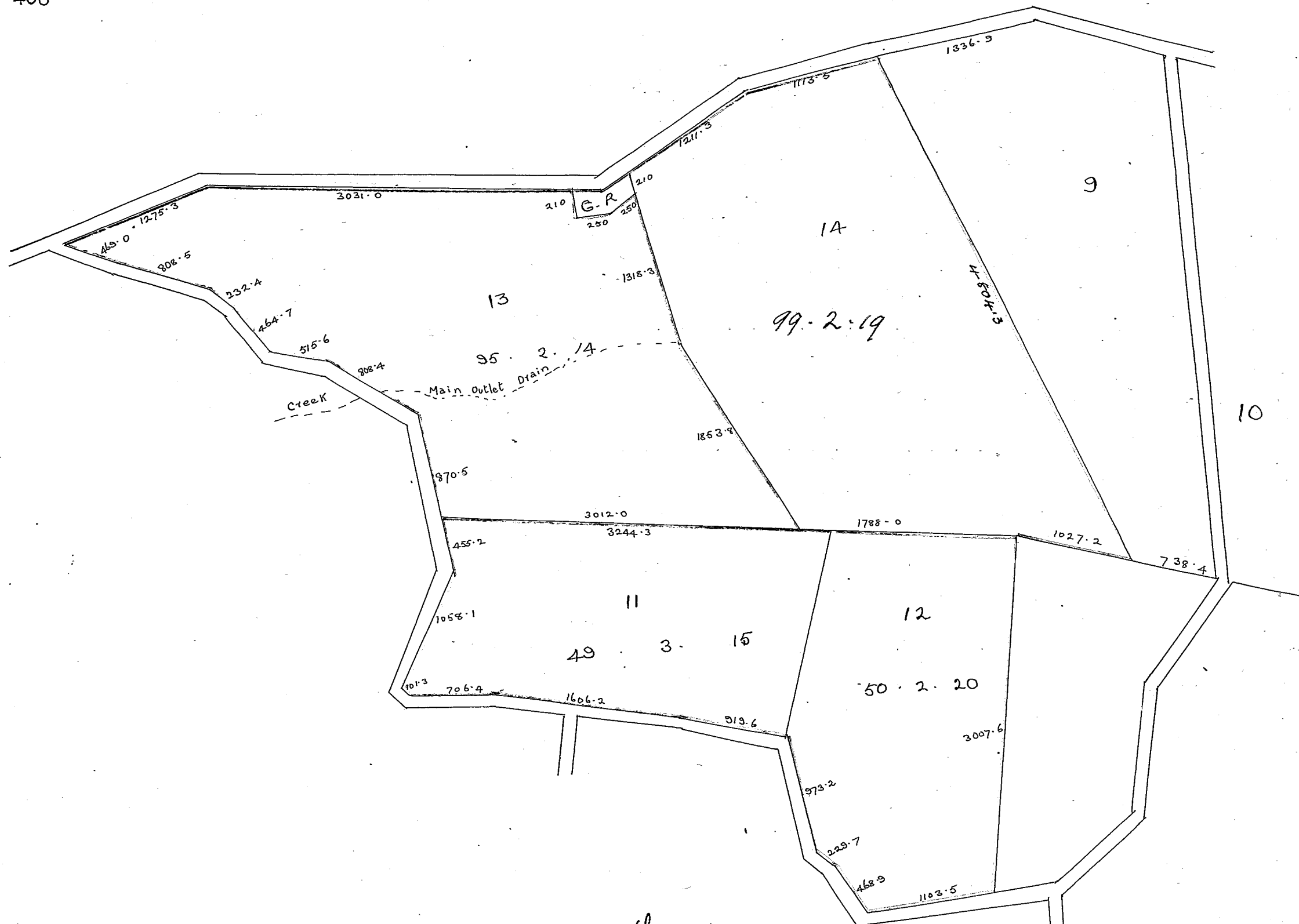
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

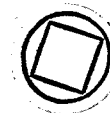
E. J. Mears, Solicitor, Hamilton.

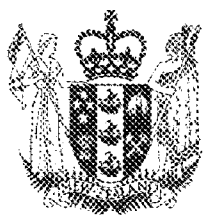


Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:

A. M. Hume Pro Richardson





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 242202  
**Land Registration District** South Auckland  
**Date Issued** 29 May 2006

**Prior References**

SA14B/114

---

<b>Estate</b>	Fee Simple
<b>Area</b>	2500 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan 359488

**Registered Owners**

Timothy John Hennessey, Karen Joy Hennessey and Aviemore Trustees (2012) Limited

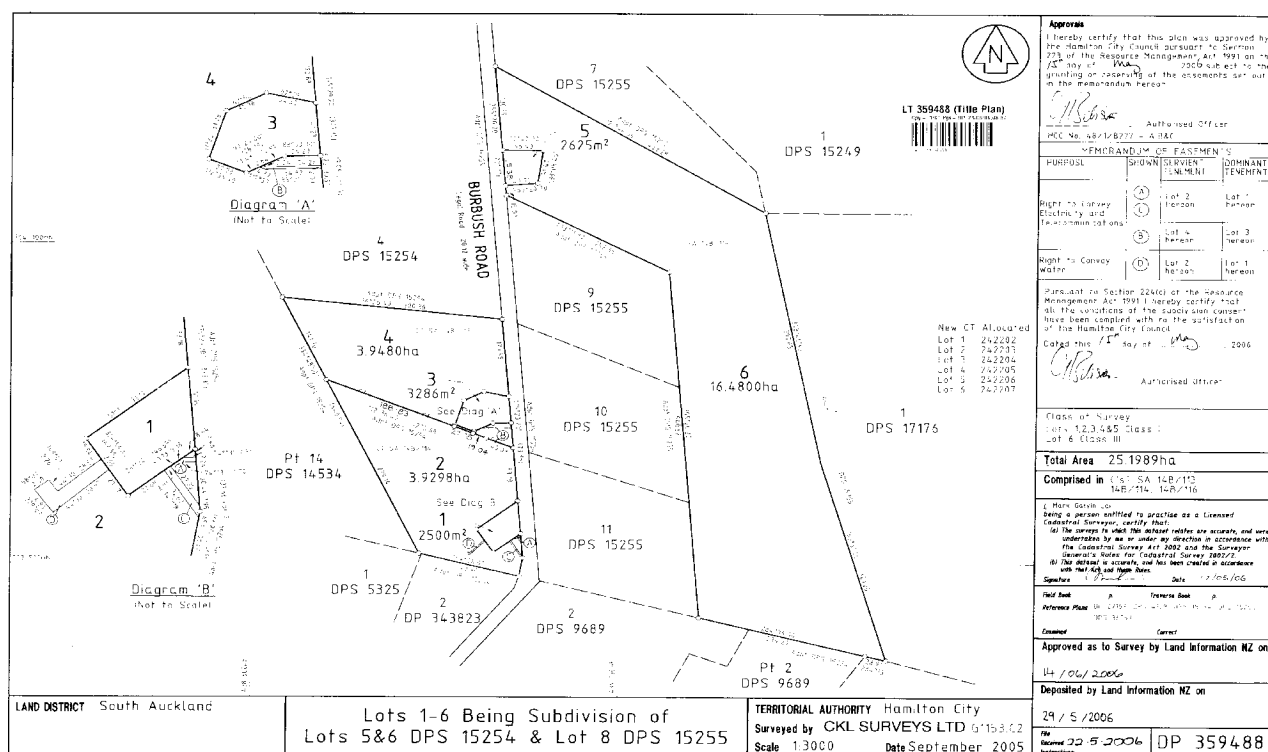
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**Interests**

Appurtenant hereto is a right to convey water, electricity, telecommunications and computer media created by Easement Instrument 6883386.2 - 29.5.2006 at 9:00 am

The easements created by Easement Instrument 6883386.2 are subject to Section 243 (a) Resource Management Act 1991

10252112.3 Mortgage to ASB Bank Limited - 4.12.2015 at 3:55 pm



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

Land registration district

**SOUTH AUCKLAND**



**EI 6883386.2 Easement**

Cpy - 01/01, Pgs - 006, 28/05/06, 14:44



DocID: 511509550

Grantor

Surname(s) *mus.*

**Brian James ROBERTSON, Eleanor Mary ROBERTSON & NWM Trust Management Limited and Douglas Craig MARSH, Jillian Anne MARSH & NWM Trust Management**

Grantee

Surname(s) must be underlined or in CAPITALS.

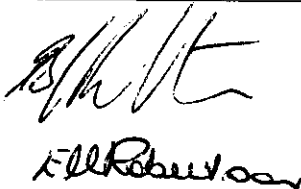
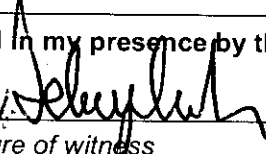
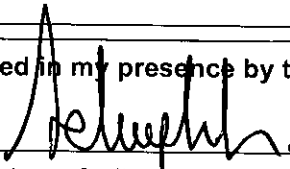
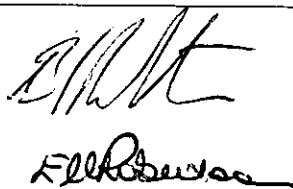
**Brian James ROBERTSON, Eleanor Mary ROBERTSON & NWM Trust Management Limited and Douglas Craig MARSH, Jillian Anne MARSH & NWM Trust Management Limited**

**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 9<sup>th</sup> day of December 2005

**Attestation**

 Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>S.F. COOK.</u> Occupation <u>SERVICE STATION OPERATOR</u> Address <u>HAMILTON.</u>
	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>S.F. COOK</u> Occupation <u>SERVICE STATION OPERATOR</u> Address <u>HAMILTON.</u>
 Signature [common seal] of Grantee	

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

F  
242202 - 242205 inclusive  
2

  
[Solicitor for] the Grantee

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



**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easment Instrument

Dated

9/12/05

Page

1

of

1

pages

(Continue in additional Annexure Schedule, if required.)

**Continuation of "Attestation"**

Signed by the Grantor  
Douglas Craig Marsh,  
Jillian Anne Marsh and  
NWM Trust Management Limited  
in the presence of:

Signature of Witness:

Witness Name: Anna Kurth

Occupation: Teacher

Address: 43 Hurrell Rd, RD1  
Hamilton

Signed by the Grantee  
Douglas Craig Marsh,  
Jillian Anne Marsh and  
NWM Trust Management Limited  
in the presence of:

Signature of Witness:

Witness Name: Anna Kurth

Occupation: Teacher

Address: 43 Hurrell Rd, RD1  
Hamilton

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.

**Annexure Schedule 1**

Easement instrument

Dated

9/12/05

Page

1

of

2

pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey electricity, telecommunications and computer media	"A" on DP 359488	242203	242202
	"C" on DP 359488		
	"B" on DP 359488	242205	242204
Right to convey water	"D" on DP 359488	242203	242202

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

Delete phrases in [ ] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~  
 [the provisions set out in Annexure Schedule 2].

**Covenant provisions**

Delete phrases in [ ] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~  
~~[Annexure Schedule 2].~~

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

*ELL B/L* *Dee* *Jim* *AK* *B* *Y*

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

9/12/05

Page

2

of

2

Pages



(Continue in additional Annexure Schedule, if required.)

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002  
SAVE THAT:

Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the modifications of this Easement Instrument, the modifications must prevail.

The maintenance provisions in the Fourth Schedule to the Land Transfer Regulations 2002 are modified as follows:-

Any maintenance, repair or replacement of the easement facility on the servient or dominant land that is necessary because of any act or omission by the Grantor and/or Grantee (which includes agents, employees, contractors, subcontractors and invitees of the Grantor and/or Grantee) must be carried out promptly by that owner at that owner's cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule).

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.

ELLR B/h Del JPA AK P u

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**Bank of New Zealand**

**Mortgagee under Mortgage B641437.2**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.  
Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

~~section~~ of the

Act

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**The deposit of plan 359488 and registration of the easements/therein** created

Dated this **9th** day of

**December 2005**

**Attestation**

SIGNED for and on behalf of  
BANK OF NEW ZEALAND  
by its Attorney:

**Erin Louise Jessie Price**

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name **Katrina Rodgers**

Occupation

**Bank Officer  
Auckland**

Address

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

Erin Louise Jessie Price

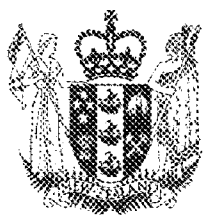
I, \_\_\_\_\_, Quality Assurance Officer, of Auckland, New Zealand,  
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland


DATED: 09 December 2005

Erin Price.



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **352195**  
**Land Registration District** **South Auckland**  
**Date Issued** 07 February 2008

**Prior References**

SA53C/7

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<b>Estate</b>	Fee Simple
<b>Area</b>	6622 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan 387968

**Registered Owners**

Rebecca Miles

---

**Interests**

Appurtenant hereto are drainage rights created by Conveyance 295328 (R355/88)

Appurtenant hereto are drainage rights created by Covenant 339694 (R446/405)

H959634 Mortgage to ANZ Banking Group (New Zealand) Limited - 21.6.1990 at 10.26 am

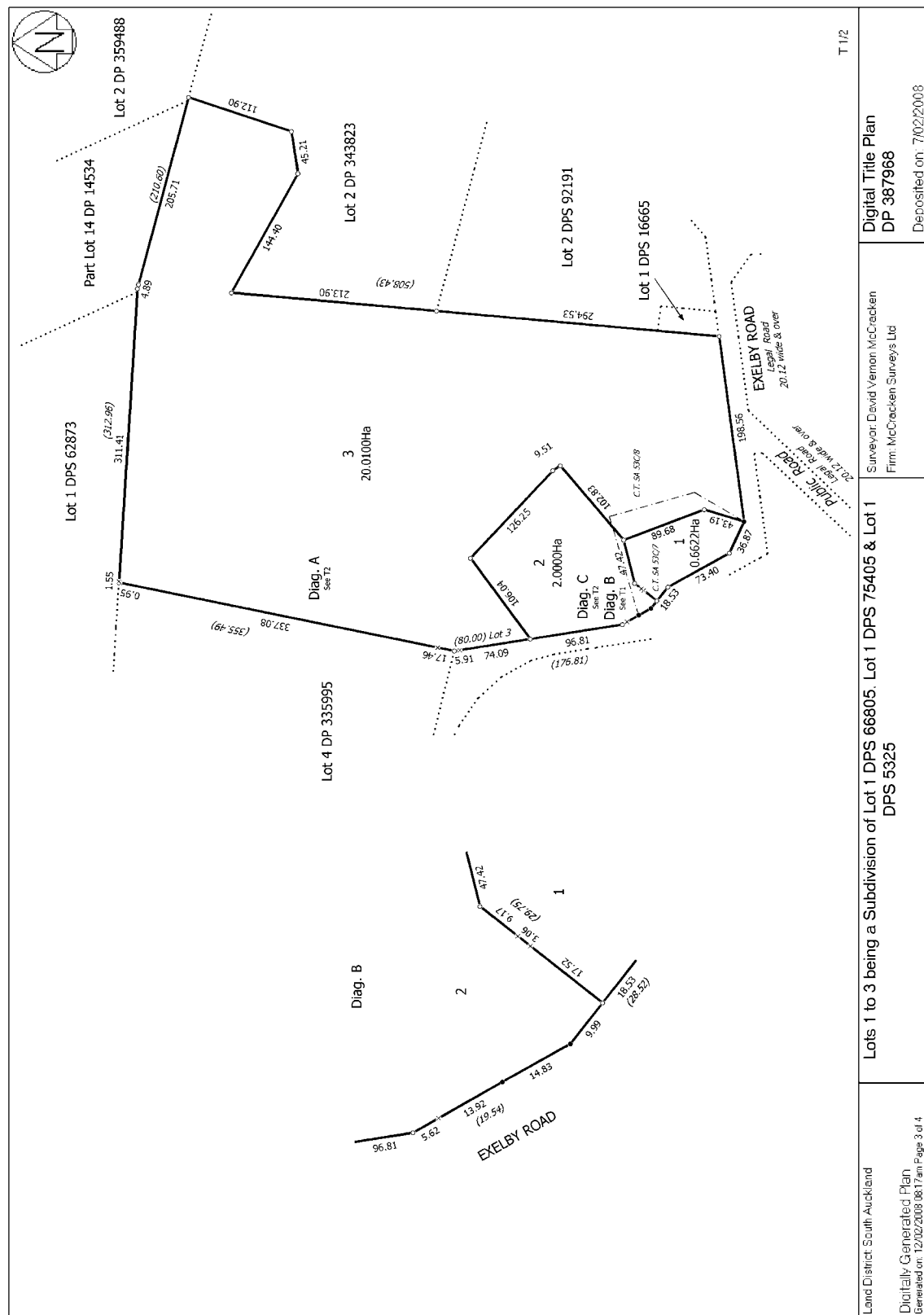
6554593.1 Variation of Mortgage H959634 - 31.8.2005 at 9:00 am

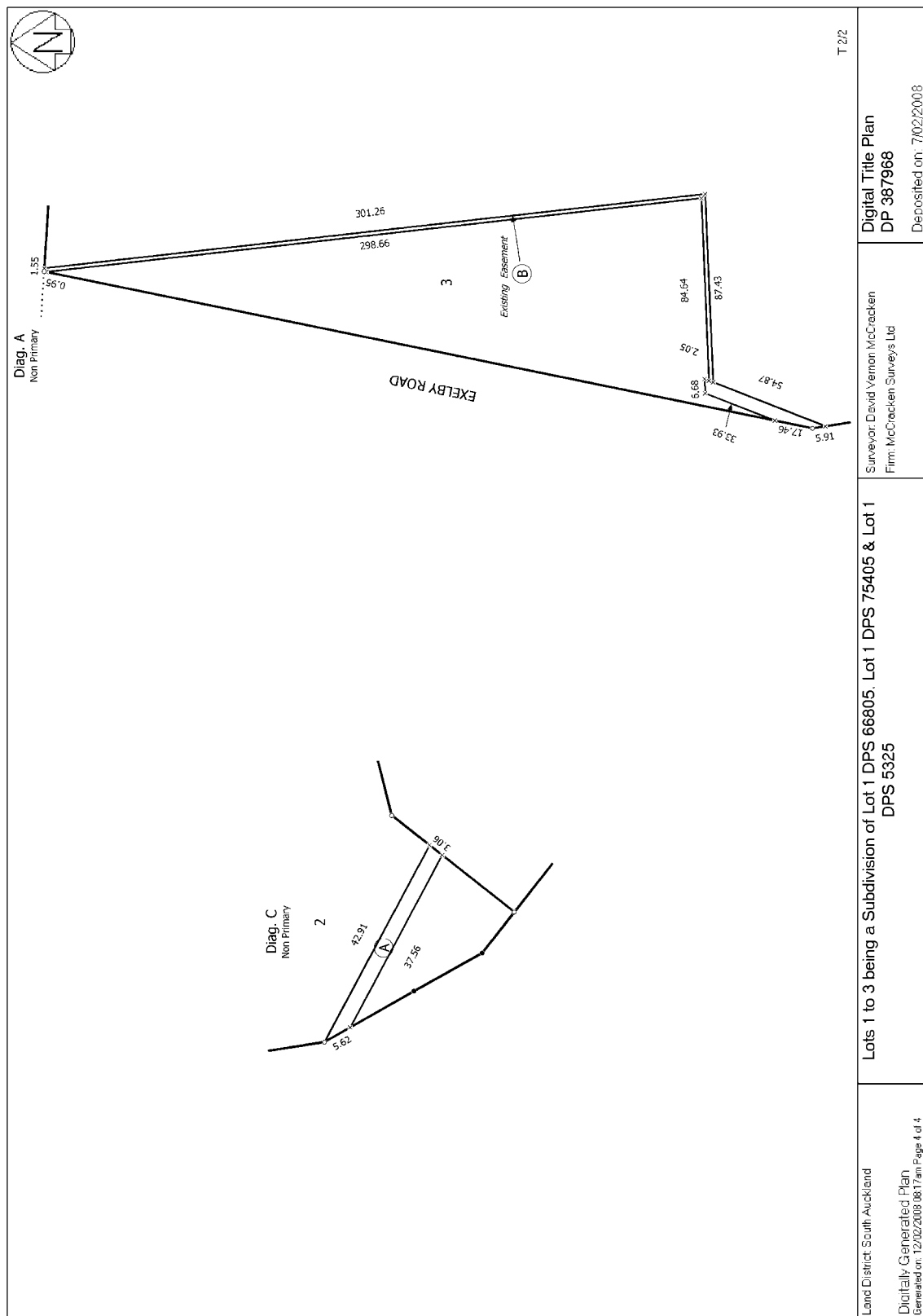
7704132.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.2.2008 at 9:00 am

Appurtenant hereto is a right to convey electricity, telecommunications and computer media created by Easement Instrument 7704132.3 - 7.2.2008 at 9:00 am

The easements created by Easement Instrument 7704132.3 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 7704132.4 - 7.2.2008 at 9:00 am









**CONSENT NOTICE PURSUANT TO SECTION 221  
OF THE RESOURCE MANAGEMENT ACT 1991**

**CONO 7704132.1 Consen**

Cpy - 01/04, Pgs - 003, 05/02/08, 11:51



DocID: 511817064

IN THE MATTER

of DP 387968 being a subdivision of Lot 1 DPS 66805, Lot 1 DPS 75405 and Lot 1 DPS 5325.

AND


IN THE MATTER

of a Subdivision Consent pursuant to sections 108, 220 and 221 of the Resource Management Act 1991.

Pursuant to section 220(1) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 19-Aug-05 imposed the following conditions on the resource consent to subdivide Lot 1 DPS 66805, Lot 1 DPS 75405 and Lot 1 DPS 5325:

1. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Certificate/s of Title for Lots 1 and 2 advising that at the time of urban subdivision the road access be provided at Exelby Road in accordance with the McCracken Surveys Ltd concept plan of file number 03355 (copy attached). Further, the siting of any detached dwelling and accessory building for Lot 1 and Lot 2 has to be in accordance with the concept plan and not prejudice the subsequent re-subdivision of the land as shown on the plan.*
2. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Certificate/s of Title of Lot 3 advising that the location of any building or use of the property not be in conflict with the Rotokauri Structure Plan prepared by the Hamilton City Council.*

Pursuant to section 252 of the Local Government Act 1974 it is confirmed that the above is a true and correct copy of a decision made by the Council on the 19-Aug-05.

Dated at Hamilton this 29 day of Oct 2007.  


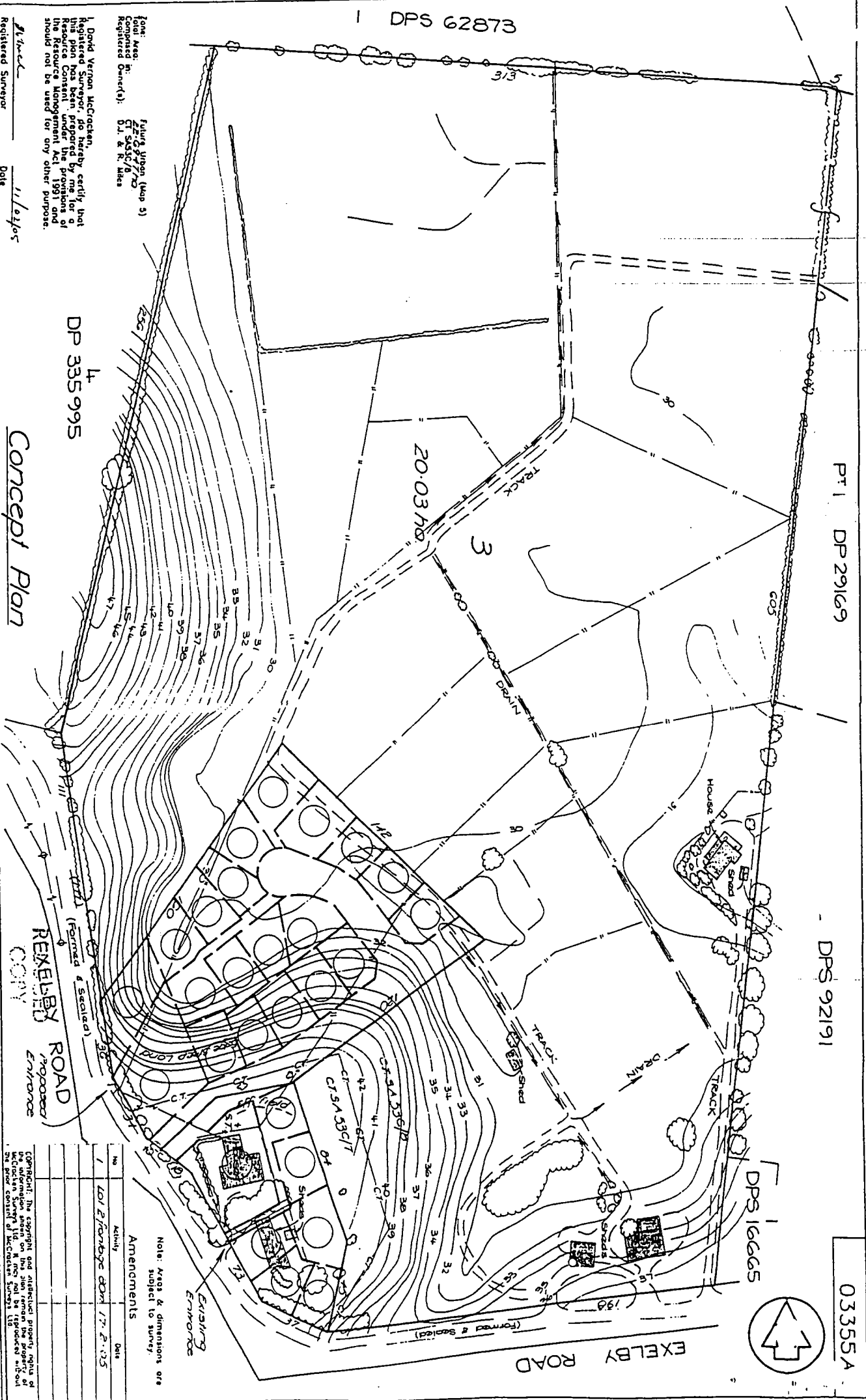
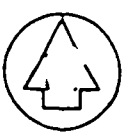
**G Bilimoria**  
**Planning Guidance Manager**  
**(Authorised Officer)**

HCC Ref: 48/1/E/123  
Agent Ref: 03355  
Subdivision Site: 188/212 Exelby Road

PT 1 DP 29169

DPS 92191

03355A



Zone: Future Urban (Map 5)  
Total Area: 22.6770  
Composed of: 0.13630  
Registered Owner: D.J. & R. Miles

I, David Vernon McCracken,  
Registered Surveyor, do hereby certify that  
this plan has been prepared by me, for a  
resource consent under the provisions of  
the Resource Management Act 1991 and  
should not be used for any other purpose.

Registered Surveyor: David Vernon McCracken  
Date: 11/09/05

Concept Plan

RENEWED ROAD  
CORN  
EXISTING ENTRANCE

Note: Areas & dimensions are subject to survey.

No	Activity	Date
1	Lot 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 & 52 & 53 & 54 & 55 & 56 & 57 & 58 & 59 & 60 & 61 & 62 & 63 & 64 & 65 & 66 & 67 & 68 & 69 & 70 & 71 & 72 & 73 & 74 & 75 & 76 & 77 & 78 & 79 & 80 & 81 & 82 & 83 & 84 & 85 & 86 & 87 & 88 & 89 & 90 & 91 & 92 & 93 & 94 & 95 & 96 & 97 & 98 & 99 & 100	17.2.05

Copyright: The copyright and intellectual property rights of the information shown on this plan shall be reproduced without the prior consent of McCracken Survey Ltd.

McCRACKEN SURVEYS LTD.  
67 Norton Road, Hamilton  
P.O. Box 19182, Hamilton  
Phone: (07) 8481093  
Fax: (07) 8481094



Proposed Subdivision of Lot 1 DP 75405 & Lot 1 DP 66805. 188 Exelby Rd, Rotorua

Prepared for:  
D.J. & R. Miles  
DRAWN: SCENES  
CHECKED: SCENES  
DATE: 27 SEP 2004 1:1250 A2 REF 03355

Landonline User ID: CT Legalha

LODGING FIRM: CT Legal

Address: PO Box 15227

Hamilton

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref: 1019/5

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:  
(LINZ Use only)

Priority Barcode/Date Stamp  
(LINZ use only)

Plan Number Pre-Allocated or  
to be Deposited:

Rejected Dealing Number:

Other (state) Mtgees Consent

CONO 7704132.1 Consen  
Cpy - 02/04, Pgs - 003,05/02/08,11:51  
Copies  
(inc. original)  
DocID: 511817064

7692868

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	SA53C/7 SA53C/8	CONO	Hamilton City Council	60.00						\$31	\$91.00
2	As above	OCT	Miles	195.00							\$195.00
3	352196 352195	EI	Miles	60.00							\$60.00
4	352196 352195 352197	EI	Miles	60.00							\$60.00
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Original Signatures? \_\_\_\_\_

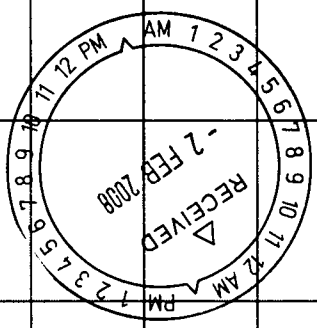
Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Subtotal (for this page)	\$406.00
Total for this dealing	\$406.00
Less Fees paid on Dealing # 7692868	
Debit my Account for	\$406.00



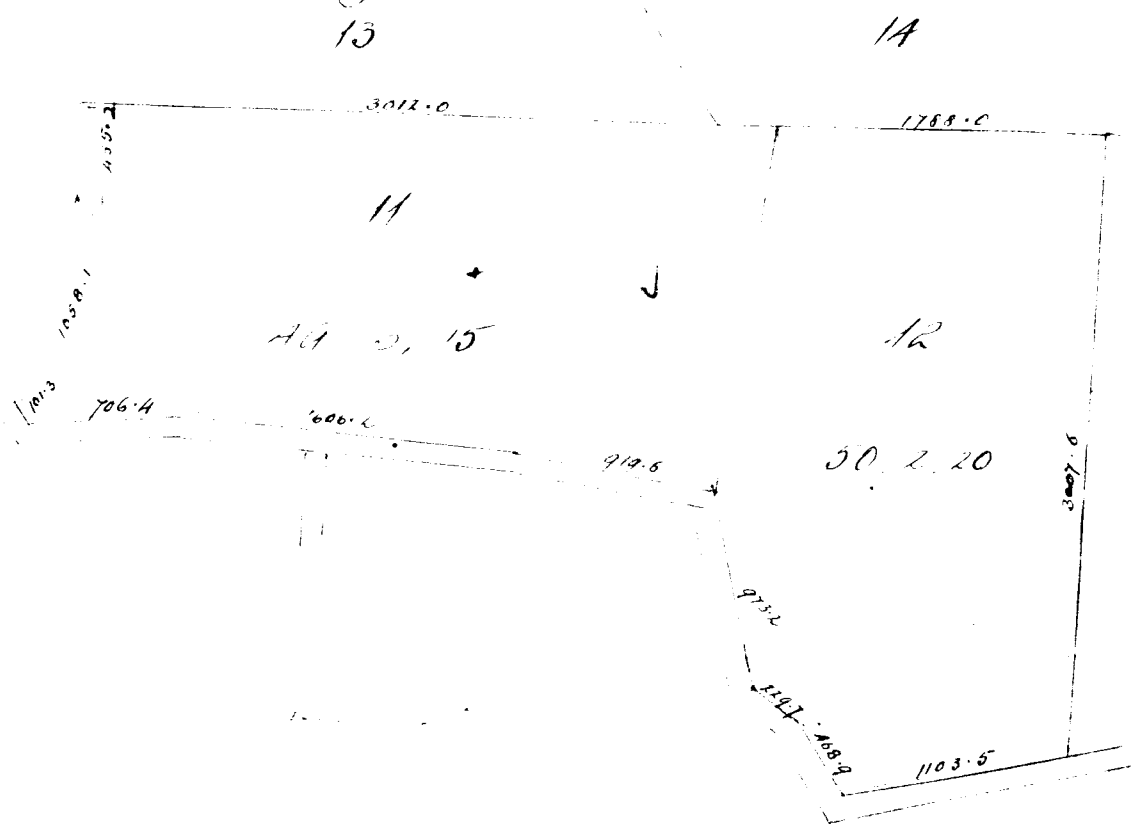
295328 -

Received for Registration the 21<sup>st</sup> day of March 1921 at 10.45 am. 31537  
11 521 H. G. Wilson Acting Deputy Registrar C. Dated 6<sup>th</sup> December 1920  
C. U. Loughnan & M. Booth & Anor. Grantees of lots 11 and 12 on D.P. 14534  
31537 MacDiarmid Meares & Gray Solicitors Hamilton Stamp £37/10/- 4 Jan 21 Auckland

This Deed made the sixth day of December One thousand nine hundred and twenty  
between Joshua Matters of Hamilton Farmer and Charles Albert Loughnan of  
Hamilton North Solicitor (hereinafter termed the Vendors) of the one part and William  
Booth and Vincent Booth both of Te Kowhai Farmers (hereinafter termed the  
Purchasers) of the other part Witnesseth that In consideration of the sum of Three  
thousand seven hundred and sixteen Pounds, paid by the Purchasers to the Vendors  
(the receipt of which sum is hereby acknowledged) They the Vendors do and each of them doth  
hereby convey and assure unto the Purchasers All that piece or parcel of land in the

Provincial District of Auckland containing  
One hundred acres one rood Thirty five perches  
more or less being lots Eleven and Twelve  
on a plan lodged in the Land Transfer Office  
at Auckland as number 14534, which  
said piece of land is part of a Subdivision  
of lot Two containing Four hundred and  
forty three acres One rood one Plain being  
in the Deeds Register Office at Auckland  
as number C 97 of part of Allotment Two  
hundred and fifteen Parish of Patete  
and is bounded towards the North by  
lots Thirteen and Fourteen of the said first  
mentioned plan Three thousand and twelve  
and One thousand seven hundred and eighty  
eight links respectively towards the East by

other part of said lot Two on Plan C 97 Three thousand and seven and six tenths  
links, towards the South and West by a road One thousand one hundred and  
three and five tenths links, Four hundred and sixty eight and nine tenths links  
Two hundred and twenty nine and seven tenths links, Nine hundred and seventy  
three and two tenths links, Nine hundred and nineteen and six tenths links,  
One thousand six hundred and six and two tenths links, Seven hundred and  
eighty six and four tenths links, One hundred and one and three tenths links, One  
thousand and fifty eight and one tenth links and Four hundred and fifty five  
and two tenths links. All the said several enclosures a little more or  
less as delineated by the plan drawn hereon and together with all the rights  
and appurtenances thereto belonging To Hold the same unto the Purchasers  
their executors administrators and assigns forever as tenants in common in equal  
shares Provided Always and it is hereby mutually covenanted agreed and declared  
by and between the parties hereto that the drains on or adjoining or adjacent to  
the boundaries of the said piece of land hereby conveyed and the adjoining land  
of the Vendors shall at all times be kept clean and in good repair and condition  
by the Vendors and the Purchasers and their respective executors administrators  
and assigns being the owners and occupiers for the time being of the lands adjoining  
or adjacent to the same who derive benefit therefrom and each owner shall  
pay the cost thereof in equal shares (that is to say One half by the Vendors and  
one half by the Purchasers) or provide the labour and plant necessary for



3 all & spight  
per J. S. Aust  
11/5/21

8<sup>th</sup> (sic)

that purpose in equal shares as aforesaid and if any such owner shall fail or neglect for fourteen days after written notice calling upon him to join in the clearing out or repair of any such drain has been delivered or left at his dwelling or posted to him at his usual address in the ordinary course of post from the person to whom he has so the said work and recover half the cost from the person to whom he has given such notice. Provided Further that the Purchasers their executors administrators and assigns the owners and occupiers for the time being of the said piece of land hereby conveyed and of every part thereof shall be and lawfully are and free of charge to drain and discharge water from all drains now or hereafter in or around or adjoining the said land piece of land or any part thereof into the drains and streams joining the said land piece of land and to the free and uninterrupted flow and passage of the said water through the said drains and streams to the main outlet drain from the Vendor's lands and such last mentioned streams and drain shall be kept properly cleaned out and in good order and undisturbed by the Vendors their executors administrators and assigns (the owners for the time being of the land adjoining the same) at their own expense and in the event of their failing so to do aforesaid it shall be lawful for the Purchasers their executors administrators and assigns the owner or owners for the time being of the said land hereby conveyed or any part thereof to enter upon the said land or any part thereof and the adjoining streams and drains flow and clean out the same and to remove the cost thereof from such owner or owners for the time being and to recover the cost thereof from such adjoining owner or owners. And it is further agreed and declared that inasmuch as the boundaries of the said land are not clearly defined by any fences or other means and as fences are erected along or across such drains and fences shall be deemed to be boundary fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. It is further declared however that the occupation of land between the centre of the drains and such fences shall not be deemed adverse possession thereof as against the owner or owners of the land. And it is hereby agreed and declared that the provisions implied in consequence by Subsection (d) of section 56 of the Property Law Act 1908 shall be applied again against the Vendors and shall include the following deeds and documents numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179668, 183045, 183046, 222489, 183424, 256551, 72159, 2190, 2215, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 210735, 222488, 258015, 258016 and Reconveyance of 258016 and it is further declared for the purposes of the said proviso that the same shall be deemed to be (Number two) inclusive. An agreement in writing was entered into between the parties in respect of the foregoing transactions.

In Witness Whereof these presents have been executed.  
Signed by the said Joshua Mathers }  
in the presence of } Jos. Mathers

Signed by the said Charles Albert }  
Roughnan by his Attorney Edward } Jos. Mathers  
James Mearns acting under and by }  
virtue of a Deed Poll a Power of }  
Attorney dated the 23rd day of }  
July 1920 deposited in the Land }  
Transfer Office at Auckland as }  
Number 4064 in the presence of }  
H. P. Gray Solicitor Hamilton

I, Edward James Mearns of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written deed in the name and on behalf of Charles Albert Roughnan of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23rd day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Roughnan and deposited in the Land Transfer Office at

Stamp 3/- £/s/10 6/12/20

Auckland as Number 4864 And that I have not received any notice or information of the  
 revocation of such power by death or otherwise

And I make this solemn declaration conscientiously believing the same to be true and by  
 virtue of the provisions of the Statutes of the Peace Act 1908.

Declared at Hamilton this sixth day of

December 1920 Before me

W. P. Gray,

E. J. Meay  
 Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....



second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .



the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagor of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

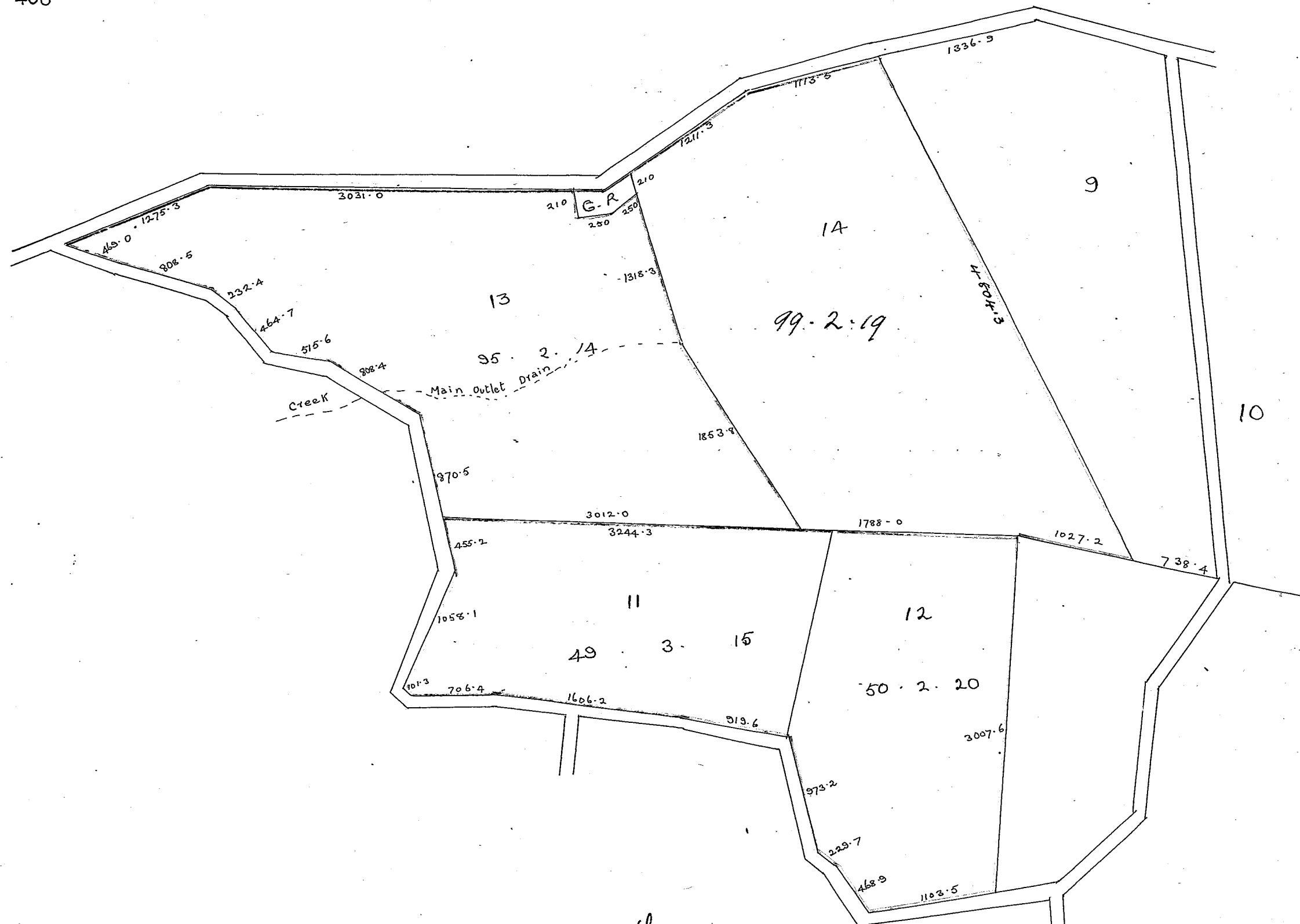
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

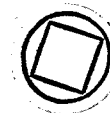
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup>. day of December 1924

WITNESS:

A. M. Hume Pro Richardson



Approved by Registrar-General of Land under No. 2002/6055

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

Sections 90A and 90F, Land Transfer Act 19

**EI 7704132.3 Easement I**

Land registration district

**SOUTH AUCKLAND**



Cpy - 01/01, Pgs - 003, 05/02/08, 11:50



DocID: 611817062

Grantor

Surname(s) must be underlined or in CAPITALS.

**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

Grantee

Surname(s) must be underlined or in CAPITALS.

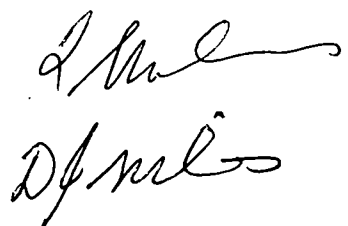

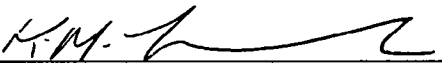
**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**


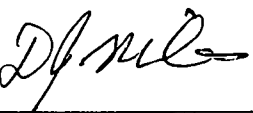

**Grant\* of easement or *profit à prendre* or creation or covenant**

**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 29th day of November 2007

**Attestation**

  	<b>Signed in my presence by the Grantor</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantor</b>	

  	<b>Signed in my presence by the Grantee</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantee</b>	

**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.



## Easement instrument

**Dated**

Alc.	Alc.	Alc.	Alc.

Page

**1**

of

**2**

pages

## Schedule A

(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 or in gross)
Right to Convey Electricity, Telecommunications & Computer Media	387968 <b>A</b>	352196	352195

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

Delete phrases in [ ] and insert memorandum number as required.

*Continue in additional Annexure Schedule if required.*

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~varied~~ ~~negatived~~ [added to] or ~~substituted~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

[the provisions set out in Annexure Schedule 2].

## Covenant provisions

Delete phrases in [ ] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule 2].~~

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

Dfne Ann. 10MF

**Annexure Schedule**



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

2

of

2

Pages

(Continue in additional Annexure Schedule, if required.)

**RIGHT TO CONVEY ELECTRICITY**

The same rights and powers as set out in paragraph 7 of the Fourth Schedule to the Land Transfer Regulations 2002.

**RIGHT TO CONVEY TELECOMMUNICATIONS AND COMPUTER MEDIA**

The same rights and powers as set out in paragraph 8 of the Fourth Schedule to the Land Transfer Regulations 2002.

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002  
SAVE THAT:

- (a) Any maintenance, repair or replacement of any easement facility set out herein that is necessary because of any act or omission by any user (being either or all the owners of the dominant and servient tenement) of the easement facility (which includes any of their agents, employees, contractors, subcontractors or invitees of the user) must be carried out promptly by that user at the sole cost of that user or in such proportion as relates to the act or omission.
- (b) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail.
- (c) Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

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.

KMF D. J. M. Allen.

Approved by Registrar-General of Land under No. 2002/6055

**Easement instrument to grant easement or *profit à prendre* or create land covenant**

Sections 90A and 90F, Land Transfer Act 19

**EI 7704132.4 Easement I**

Land registration district

**SOUTH AUCKLAND**



Cpy - 01/01, Pgs - 006, 05/02/08, 11:50



DocID: 511817061

Grantor

Surname(s) must be underlined or in CAPITALS.

**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

Grantee

Surname(s) must be underlined or in CAPITALS.

**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

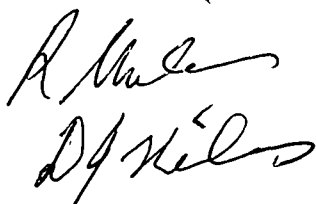
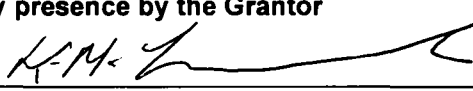
**Grant\* of easement or *profit à prendre* or creation or covenant**

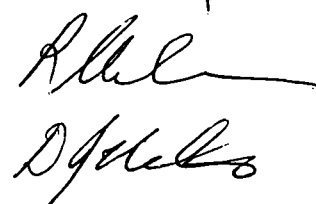
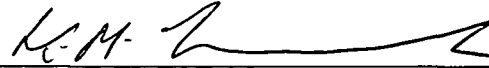
**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers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

Dated this 18<sup>th</sup> day of

January 2008

**Attestation**

	<b>Signed in my presence by the Grantor</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantor</b>	

	<b>Signed in my presence by the Grantee</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantee</b>	

**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.



**Dated**

1

c

3

pages

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Restrictive Covenants</b>	<b>387968</b>	<b>352196</b>	<b>352195</b> <b>352197</b>

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

[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**

Shu Am 104F

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc



Easement

Dated

Page

2

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**1.0 Restrictive Covenants**

**1.1 The Grantor shall not:**

- a. Erect any fencing in materials of cement board panels or sheets, corrugated iron or metal sheeting or paint any fence erected with other than colours which are in keeping with the rural environment.
- b. Erect any dwelling with an internal floor area of less than 150m<sup>2</sup> excluding any garaging.
- c. Erect any building for the purposes of temporary accommodation nor use any caravan on the allotment for any residential purpose.
- d. Erect any building with an external wall cladding other than one or more of the following claddings:
  - (i) Kiln fired or concrete brick;
  - (ii) Stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete;
  - (iii) Stone;
  - (iv) Timber;
  - (v) Metal laminate on solid timber.
- e. Allow any form of metal roofing on the property unless it has been prepainted.
- f. Erect any building previously erected on other land except temporary structures placed on the property in conjunction with the construction of a permanent building on the property.
- g. Erect any building that does not comply with the Hamilton City Council District Plan or Transitional Plan (in so far as the same may apply) including but without limitation as to height, bulk, location and yards, notwithstanding that the Council may be prepared to grant dispensation from strict adherence to the provisions of the District Plan or Transitional Plan.
- h. Erect any commercial glasshouse, tunnelhouse or like structure.
- i. Erect any associated outbuilding or any other structure of materials or in a style different to the dwellinghouse.
- j. Erect any dwelling upon the land which has a value of less than TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) plus GST ("the minimum value"). This minimum value shall be increased as at the date twelve (12) months after the date of registration of this covenant ("the first increase date") and then at annual intervals ("the subsequent increase date") by the amount of the percentage annual increase shown in the Domestic Building Cost Index of the Hamilton area prepared by the New Zealand Master Builders Federation Incorporated or its successor during the 12 month period immediately preceding the first increase date or the subsequent

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.

*[Signature]*

*[Signature]*

KMF



**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc



Easement

Dated

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

increase date as the case may be, and a Certificate of Value by a Registered Valuer or Architect shall be accepted as prima facie evidence of such value.

- k. Allow the construction work of any dwelling being erected on the land to remain uncompleted for a period longer than twelve (12) months from the date of commencement of the construction work.
- l. Occupy the land or use the land as a residence until the dwelling has been completed in accordance with the approved plans and specifications and the Hamilton City Council has issued a Code Compliance Certificate.
- m. Erect any permanent advertising structure or hoardings.
- n. Allow the keeping on the allotment of pigs, horses, donkeys, mules, poultry (including roosters), or geese, for commercial purposes or any other bird or animal which creates an intrusive noise or smell, nor use the property for animal boarding kennels.
- o. Allow the dwelling to be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "*institutional residential purposes*" shall include the use of the property for housing purposes by central or local government or private or public health sector agencies. This clause however shall not prevent the property being used for home based employment (including home stays) by the occupier provided that such use has been consented to by the Hamilton City Council.
- p. Use the property for other than residential purposes and in particular use it for any commercial purpose associated with garden centres and plant nurseries or for a caravan, motor vehicle, boat, trailer, sales, construction or repair or as a workshop for any trade or calling.
- q. Allow the property to be in an unkempt condition or allow the excessive growth of grass or weeds.
- 1.2 If the Grantor breaches one of the matters referred to in clause 1.1, the Grantor shall pay all reasonable legal costs and other expenses incurred by the party enforcing the covenants. The Grantor shall only have any liability while the Grantor is a registered proprietor of the property (other than in respect of legal costs and other expenses incurred while the Grantor is a registered proprietor of the property).

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.

*[Handwritten signatures: Dyer, Rur, KMF]*

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Mortgage**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**ANZ BANKING GROUP (NEW ZEALAND)  
LIMITED**

**Mortgagee under Mortgage no. H959634**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**the registration of the following:**

- 1. Deposited Plan 387968;**
- 2. Easement Instrument;**
- 3. Order for new certificates of title;**
- 4. Consent notice.**
- 5. Restrictive Covenants**

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part X111 of the Companies Act 1993.

Dated this 24<sup>th</sup> day of December 2007

**Attestation**

**ANZ National Bank Limited  
by its Attorney**

KAPUA KATRINA GARDINER

*[Signature]*

**Signature of Consentor**

**Signed in my presence by the Consentor**

**Signature of Witness**

Witness to complete in BLOCK letters (unless legibly printed)

**Witness name**

**Occupation**

**Address**

**ASH MAHARAJ  
BANK OFFICER  
AUCKLAND**

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**The ANZ National Bank Limited**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, **KAPUA KATRINA GARDINER**, Manager Lending Services of Auckland in New Zealand, certify that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

**SIGNED** by the abovenamed )  
Attorney at Auckland on this )  
24<sup>th</sup> day of December 2007 )

  
KAPUA KATRINA GARDINER



**CONSENT NOTICE PURSUANT TO SECTION 221  
OF THE RESOURCE MANAGEMENT ACT 1991**

**CONO 7704132.1 Consen**

Cpy - 01/04, Pgs - 003, 05/02/08, 11:51



DocID: 511817064

IN THE MATTER

of DP 387968 being a subdivision of Lot 1 DPS 66805, Lot 1 DPS 75405 and Lot 1 DPS 5325.

AND


IN THE MATTER

of a Subdivision Consent pursuant to sections 108, 220 and 221 of the Resource Management Act 1991.

Pursuant to section 220(1) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 19-Aug-05 imposed the following conditions on the resource consent to subdivide Lot 1 DPS 66805, Lot 1 DPS 75405 and Lot 1 DPS 5325:

1. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Certificate/s of Title for Lots 1 and 2 advising that at the time of urban subdivision the road access be provided at Exelby Road in accordance with the McCracken Surveys Ltd concept plan of file number 03355 (copy attached). Further, the siting of any detached dwelling and accessory building for Lot 1 and Lot 2 has to be in accordance with the concept plan and not prejudice the subsequent re-subdivision of the land as shown on the plan.*
2. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Certificate/s of Title of Lot 3 advising that the location of any building or use of the property not be in conflict with the Rotokauri Structure Plan prepared by the Hamilton City Council.*

Pursuant to section 252 of the Local Government Act 1974 it is confirmed that the above is a true and correct copy of a decision made by the Council on the 19-Aug-05.

Dated at Hamilton this 29 day of Oct 2007.  


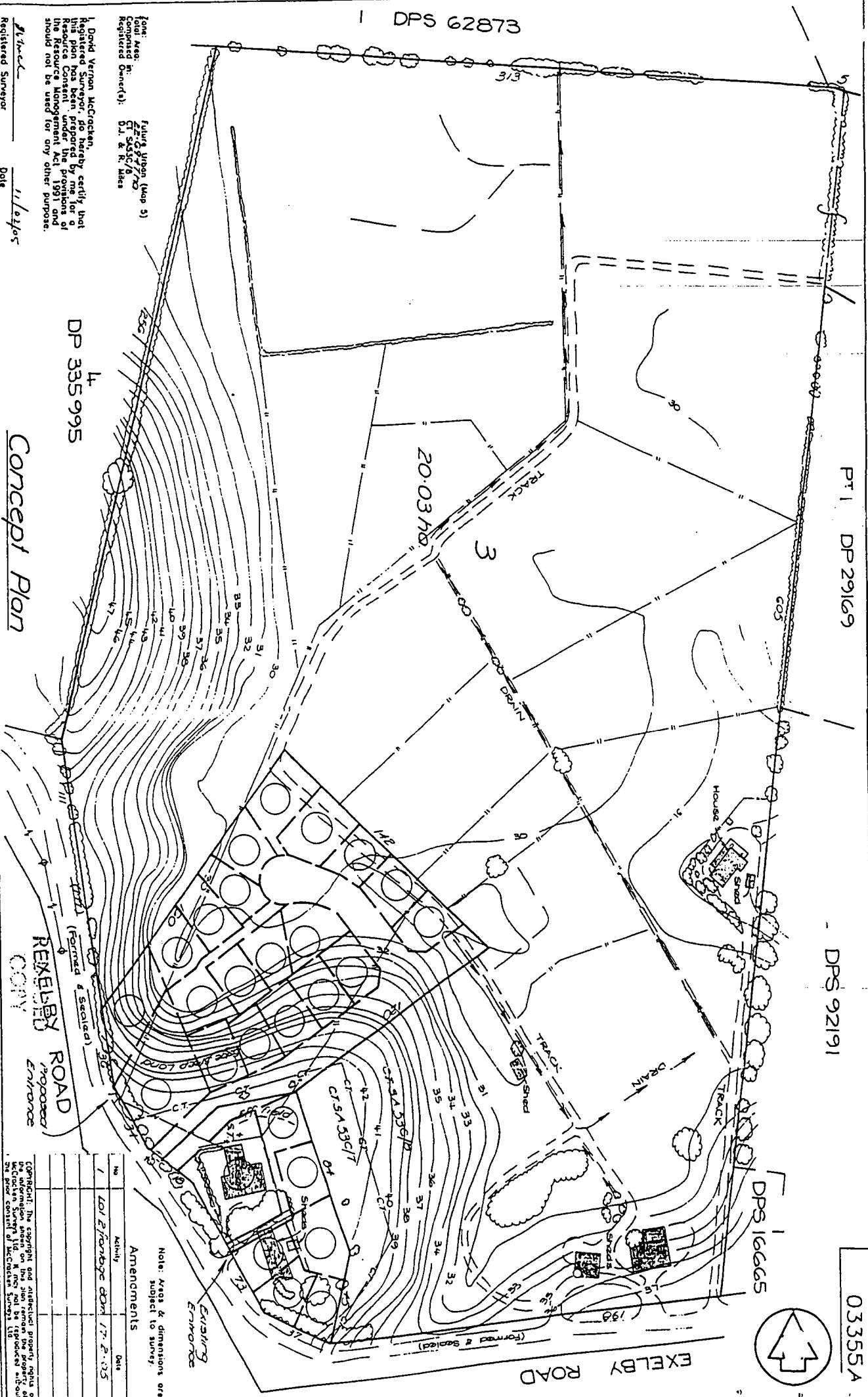
**G Bilimoria**  
**Planning Guidance Manager**  
**(Authorised Officer)**

HCC Ref: 48/1/E/123  
Agent Ref: 03355  
Subdivision Site: 188/212 Exelby Road

PT 1 DP 29169

DPS 92191

03355A



DP 335995  
L4

1. David Vernon McCracken,  
Registered Surveyor, do hereby certify that  
this plan has been prepared by me, for a  
resource consent under the provisions of  
the Resource Management Act 1991 and  
should not be used for any other purpose.

Zone:  
Total Area:  
Composed of:  
Registered Owner(s):  
Future Use(s) (Map 5):  
D.V. & R. Miles

Concept Plan

RENEWED ROAD  
CORN  
EXISTING  
ENTRANCE

Note: Areas & dimensions are  
subject to survey.

No	Activity	Date
1	Lot 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 & 52 & 53 & 54 & 55 & 56 & 57 & 58 & 59 & 60 & 61 & 62 & 63 & 64 & 65 & 66 & 67 & 68 & 69 & 70 & 71 & 72 & 73 & 74 & 75 & 76 & 77 & 78 & 79 & 80 & 81 & 82 & 83 & 84 & 85 & 86 & 87 & 88 & 89 & 90 & 91 & 92 & 93 & 94 & 95 & 96 & 97 & 98 & 99 & 100	

Copyright: The copyright and intellectual property rights of  
the information shown on this plan shall be reproduced without  
the prior consent of McCracken Survey Ltd.

McCracken SURVEYS Ltd.

67 Norton Road, Hamilton  
P.O. Box 19182, Hamilton  
Phone: (07) 8481093  
Fax: (07) 8481094



Proposed Subdivision of Lot 1 DP 75405 &  
Lot 1 DP 66805. 188 Exelby Rd, Rotorua

Prepared for:  
D.J. & R. Miles  
DRAWN: SCENES  
CHECKED: SERIES 27  
DATE: 27 SEP 2004 1:1250 A2 REF 03355

Landonline User ID: CT Legalha

LODGING FIRM: CT Legal

Address: PO Box 15227

Hamilton

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref: 1019/5

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:  
(LINZ Use only)

Priority Barcode/Date Stamp  
(LINZ use only)

Plan Number Pre-Allocated or  
to be Deposited:

Rejected Dealing Number:

Other (state) Mtgees Consent

7692868

CONO 7704132.1 Consen  
Cpy - 02/04, Pgs - 003,05/02/08,11:51  
Copies  
(inc. original)  
DocID: 511817064

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	SA53C/7 SA53C/8	CONO	Hamilton City Council	60.00						\$31	\$91.00
2	As above	OCT	Miles	195.00							\$195.00
3	352196 352195	EI	Miles	60.00							\$60.00
4	352196 352195 352197	EI	Miles	60.00							\$60.00
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Original Signatures? \_\_\_\_\_

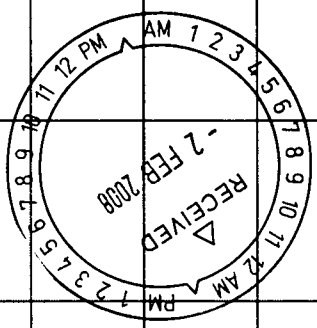
Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF


Subtotal (for this page)	\$406.00
Total for this dealing	\$406.00
Less Fees paid on Dealing # 7692868	
Debit my Account for	\$406.00





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **544747**  
**Land Registration District** **South Auckland**  
**Date Issued** 20 December 2013

**Prior References**

352197

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<b>Estate</b>	Fee Simple
<b>Area</b>	2.4730 hectares more or less
<b>Legal Description</b>	Lot 1 Deposited Plan 439444

**Registered Owners**

Christopher Jacob Miles and Joanna Ruby Henry

---

**Interests**

Appurtenant hereto are drainage rights created by Conveyance 295328 (R355/88) - 21.3.1921 at 10:45 am

Appurtenant hereto are drainage rights created by Covenant 339694 (R446/405)) - 10.11.1924 at 10:20 am

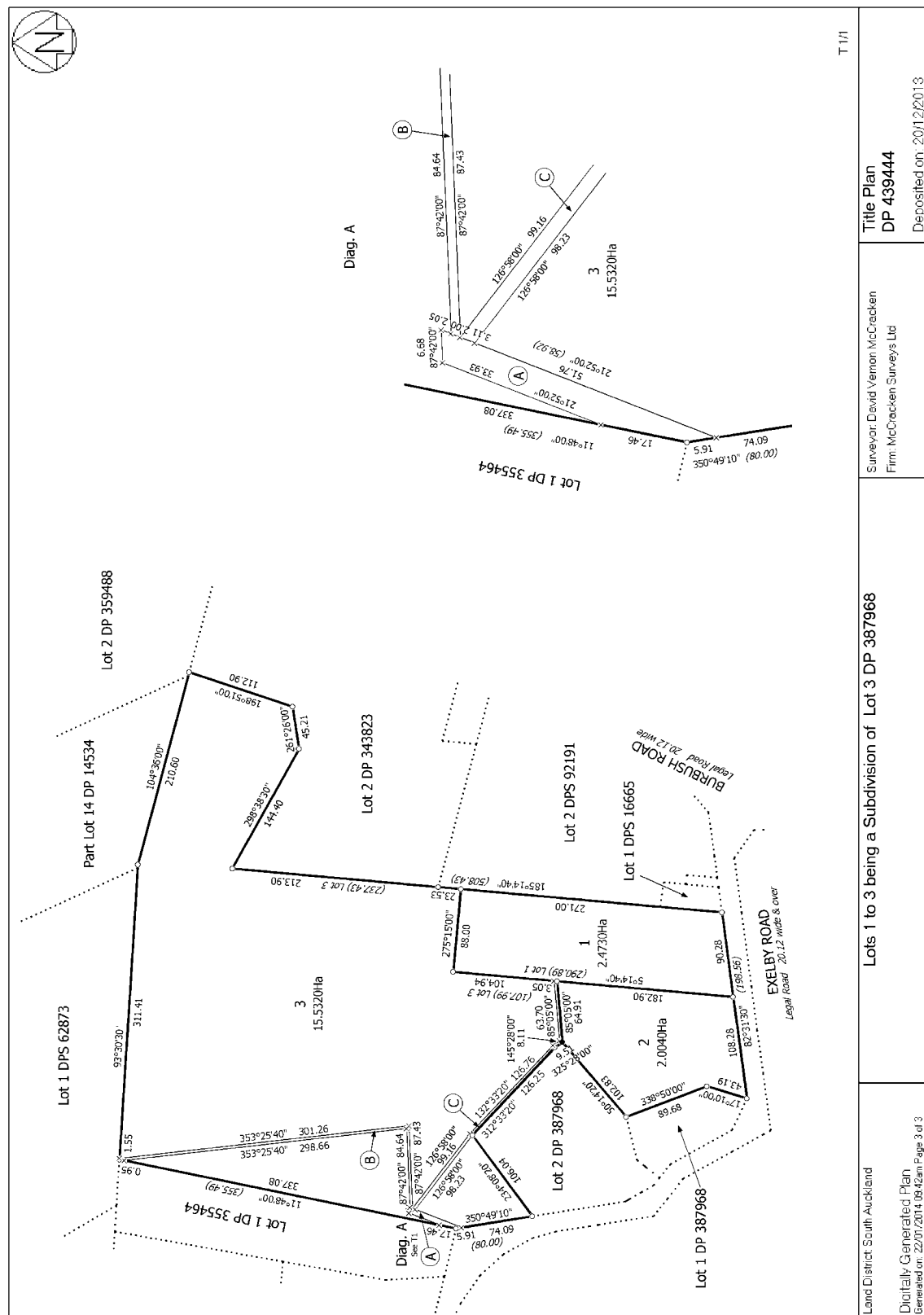
7704132.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.2.2008 at 9:00 am

Land Covenant in Easement Instrument 7704132.4 - 7.2.2008 at 9:00 am

Appurtenant hereto is a right to convey water and electricity created by Easement Instrument 9387286.5 - 20.12.2013 at 3:08 pm

Some of the easements created by Easement Instrument 9387286.5 are subject to Section 243 (a) Resource Management Act 1991(See DP 439444)

10221763.3 Mortgage to Bank of New Zealand - 4.11.2015 at 3:53 pm





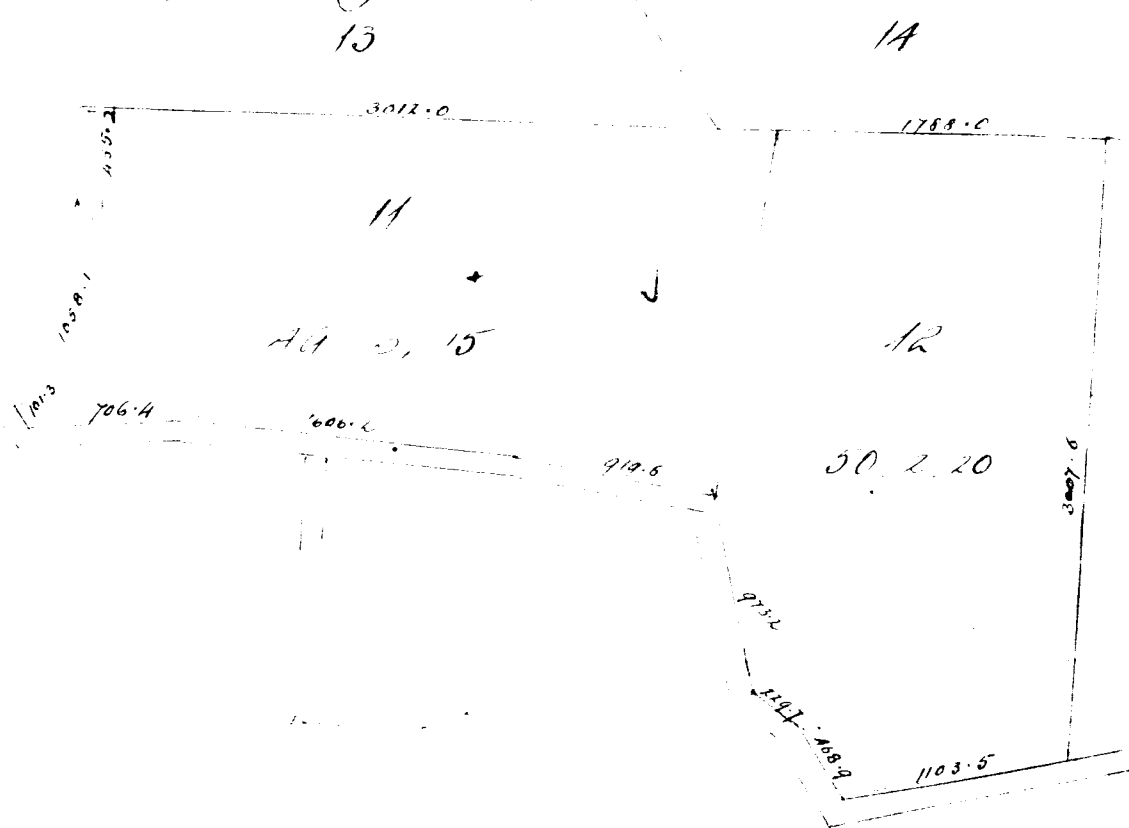
295328 -

Received for Registration the 21<sup>st</sup> day of March 1921 at 10.45 am. 31537  
 11 521 H. G. Wilson Acting Deputy Registrar C. Dated 6<sup>th</sup> December 1920  
 C. U. Loughnan & M. Booth & Anor. Grantees of lots 11 and 12 on D.P. 14534  
 31537 MacDiarmid Meares & Gray Solicitors Hamilton Stamp £37/10/- 4 Jan 21 Auckland

This Deed made the sixth day of December One thousand nine hundred and twenty  
 between Joshua Matters of Hamilton Farmer and Charles Albert Loughnan of  
 Palmerston North Solicitor (hereinafter termed the Vendors) of the one part and William  
 Booth and Vincent Booth both of Te Kowhai Farmers (hereinafter termed the  
 Purchasers) of the other part Witnesseth that In consideration of the sum of Three  
 thousand seven hundred and sixteen Pounds, paid by the Purchasers to the Vendors  
 (the receipt of which sum is hereby acknowledged) They the Vendors do and each of them doth  
 hereby convey and assure unto the Purchasers All that piece or parcel of land in the

Provincial District of Auckland containing  
 One hundred acres one rood Thirty five perches  
 more or less being lots Eleven and Twelve  
 on a plan lodged in the Land Transfer Office  
 at Auckland as number 14534, which  
 said piece of land is part of a Subdivision  
 of lot Two containing Four hundred and  
 forty three acres One rood one Plain being  
 in the Deeds Register Office at Auckland  
 as number C 97 of part of Allotment Two  
 hundred and fifteen Parish of Patete  
 and is bounded towards the North by  
 lots Thirteen and Fourteen of the said first  
 mentioned plan Three thousand and twelve  
 and One thousand seven hundred and eighty  
 eight links respectively towards the East by

other part of said lot Two on Plan C 97 Three thousand and seven and six tenths  
 links, towards the South and West by a road One thousand one hundred and  
 three and five tenths links, Four hundred and sixty eight and nine tenths links  
 Two hundred and twenty nine and seven tenths links, Nine hundred and seventy  
 three and two tenths links, Nine hundred and nineteen and six tenths links,  
 One thousand six hundred and six and two tenths links, Seven hundred and  
 eighty six and four tenths links, One hundred and one and three tenths links, One  
 thousand and fifty eight and one tenth links and Four hundred and fifty five  
 and two tenths links. All the said several enclosures a little more or  
 less as delineated by the plan drawn hereon and together with all the rights  
 and appurtenances thereto belonging To Hold the same unto the Purchasers  
 their executors administrators and assigns forever as tenants in common in equal  
 shares Provided Always and it is hereby mutually covenanted agreed and declared  
 by and between the parties hereto that the drains on or adjoining or adjacent to  
 the boundaries of the said piece of land hereby conveyed and the adjoining land  
 of the Vendors shall at all times be kept clean and in good repair and condition  
 by the Vendors and the Purchasers and their respective executors administrators  
 assigns being the owners and occupiers for the time being of the lands adjoining  
 or adjacent to the same who derive benefit therefrom and each owner shall  
 pay the cost thereof in equal shares (that is to say One half by the Vendors and  
 one half by the Purchasers) or provide the labour and plant necessary for



3 all & freight  
 per J. & R. Aust  
 11/5/21

8<sup>th</sup> (sic)

that purpose in equal shares as aforesaid and if any such owner shall fail or neglect for fourteen days after written notice calling upon him to join in the clearing out or repair of any such drain has been delivered or left at his dwelling or posted to him at his usual address in the ordinary course of post from the person to whom he has so the said work and recover half the cost from the person to whom he has given such notice. Provided Further that the Purchasers their executors administrators and assigns the owners and occupiers for the time being of the said piece of land hereby conveyed and of every part thereof shall be and lawfully shall be free and free of charge to drain and discharge water from all drains now or hereafter in or around or adjoining the said land piece of land or any part thereof into the drains and streams joining the said land piece of land and to the free and uninterrupted flow and passage of the said water through the said drains and streams to the main outlet drain from the Vendor's lands and such last mentioned streams and drain shall be kept properly cleaned out and in good order and undisturbed by the Vendors their executors administrators and assigns (the owners for the time being of the land adjoining the same) at their own expense and in the event of their failing so to do aforesaid it shall be lawful for the Purchasers their executors administrators and assigns the owner or owners for the time being of the said land hereby conveyed or any part thereof to enter upon the said land or any part thereof and the adjoining streams and drains flow and clean out the same and to remove the cost thereof from such adjoining owner or owners. And it is further agreed and declared that inasmuch as the boundaries of the said land are not clearly defined by any fences or other means and as fences are erected along or across such drains and fences shall be deemed to be boundary fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. It is further declared however that the occupation of land between the centre of the drains and such fences shall not be deemed adverse possession thereof as against the owner or owners of the land. And it is hereby agreed and declared that the provisions implied in consequence by Subsection (d) of section 56 of the Property Law Act 1908 shall be applied again against the Vendors and shall include the following deeds and documents numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179668, 183045, 183046, 222489, 183424, 256551, 72159, 2190, 2215, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 210735, 222488, 258015, 258016 and Reconveyance of 258016 and it is further declared for the purposes of the said proviso that the same shall be deemed to be (Number two) inclusive. An agreement in writing was entered into between the parties in respect of the foregoing transactions.

In Witness Whereof these presents have been executed.  
Signed by the said Joshua Mathers }  
In the presence of } Jos. Mathers

Signed by the said Charles Albert }  
Loughran by his Attorney Edward } Jos. Mathers  
James Meers acting under and by }  
virtue of a Deed Poll a Power of }  
Attorney dated the 23rd day of }  
July 1920 deposited in the Land }  
Transfer Office at Auckland as }  
Number 4064 in the presence of }  
H. P. Gray Solicitor Hamilton

I, Edward James Meers of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written deed in the name and on behalf of Charles Albert Loughran of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23rd day of July 1920 One thousand Nine hundred and Twenty under the hand of the said Charles Albert Loughran and deposited in the Land Transfer Office at

Stamp 3/- £/s/10 6/12/20

Auckland as Number 4864 And that I have not received any notice or information of the  
 revocation of such power by death or otherwise

And I make this solemn declaration conscientiously believing the same to be true and by  
 virtue of the provisions of the Statutes of the Peace Act 1908.

Declared at Hamilton this sixth day of

December 1920 Before me

W. P. Gray,

E. J. Meay

Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ... William Richards Shattock is the owner in fee simple of the land more particularly described in the.. Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers. And whereas the said lands are not within the jurisdiction of any drainage district nor under the ... control of any Drainage Board and whereas the main outlet drain which carries off water from the .... lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the said William Richards Shattock described in the third schedule hereto in the approximate position ... indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ... such portion of the main outlet drain as runs through the land of the said William Richards Shattock. shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time and at all times thereafter keep the same clean free and unobstructed to its full depth and in good order condition and repair Provided however that in the event of the sides of the said drain falling in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of the said drain Provided further that upon any such damage occurring to the said drain the said ..... William Richards Shattock shall immediately upon the same being ascertained notify the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers thereof and in the event of their failing for seven days to repair such damage it shall be lawful for the said William Richards Shattock to repair the same and recover the cost of so doing from the said .... William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the .... said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary for such fence the said William Richards Shattock shall supply all wire and staples necessary and the said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence.. The said William Richards Shattock shall maintain the said fences in good order condition and repair at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and doth hereby guarantee and become and made himself personally responsible to the said William Richards Shattock for the due and punctual observance and performance of all and singular the obligations of .



the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagor of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

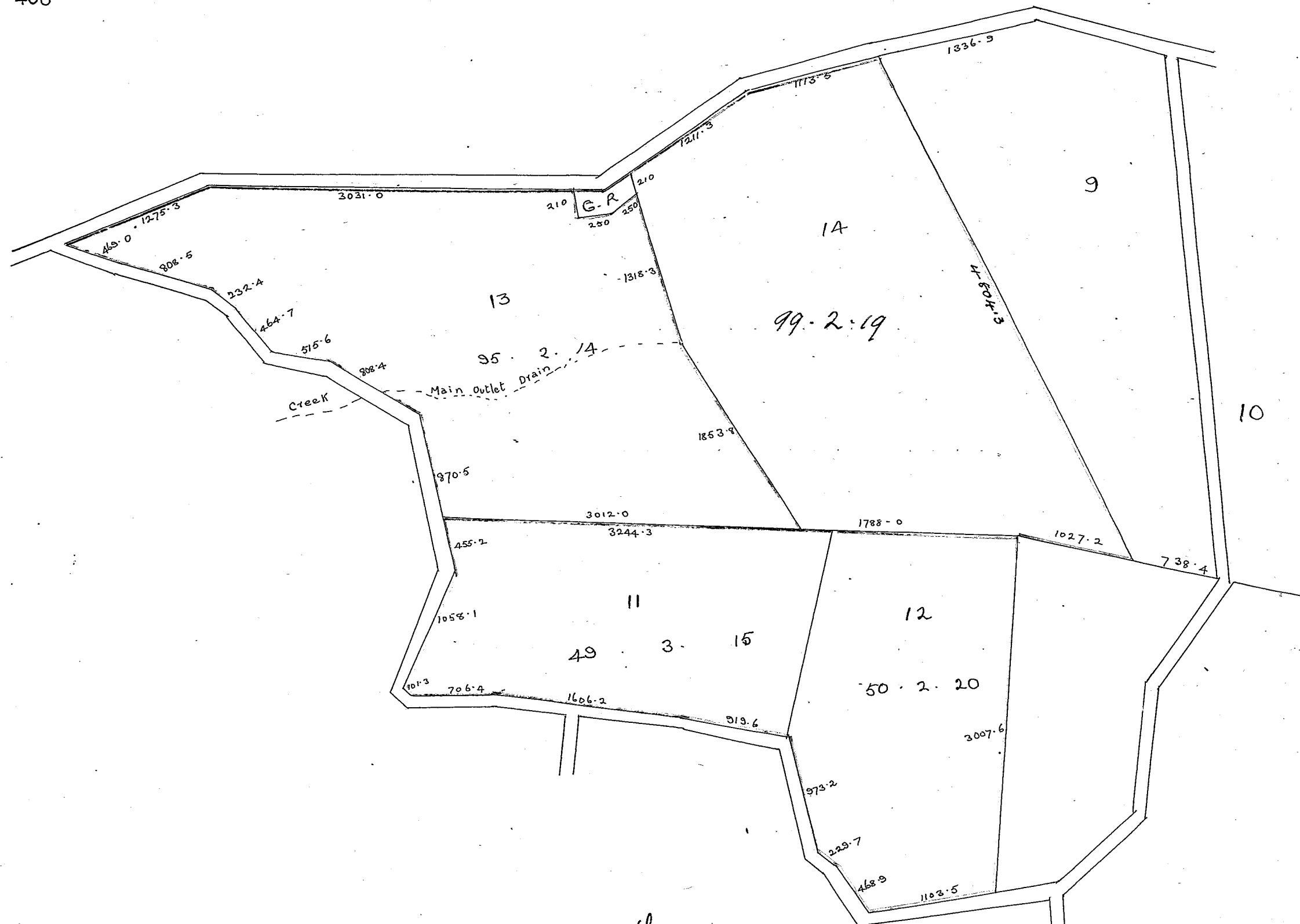
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

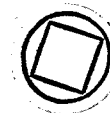
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:

A. M. Hume Pro Richardson



Approved by Registrar-General of Land under No. 2002/6055

**Easement instrument to grant easement or *profit à prendre* or create land covenant**

Sections 90A and 90F, Land Transfer Act 19

**EI 7704132.4 Easement I**

Land registration district

**SOUTH AUCKLAND**



Cpy - 01/01, Pgs - 006, 05/02/08, 11:50



DocID: 511817061

Grantor

Surname(s) must be underlined or in CAPITALS.

**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

Grantee

Surname(s) must be underlined or in CAPITALS.

**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

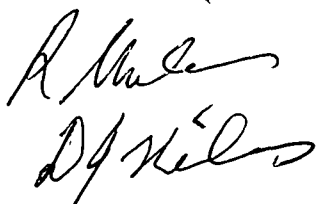
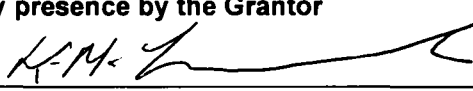
**Grant\* of easement or *profit à prendre* or creation or covenant**

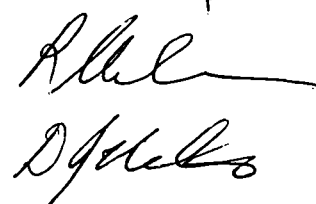
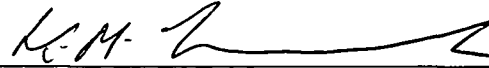
**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers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

Dated this 18<sup>th</sup> day of

January 2008

**Attestation**

	<b>Signed in my presence by the Grantor</b> 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantor</b>	

	<b>Signed in my presence by the Grantee</b> 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantee</b>	

**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.





**Dated**

--

**1**

of

3

pages

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Restrictive Covenants</b>	<b>387968</b>	<b>352196</b>	<b>352195</b> <b>352197</b>

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

[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**

John R. M. 10/17

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc



Easement

Dated

Page

2

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**1.0 Restrictive Covenants**

**1.1 The Grantor shall not:**

- a. Erect any fencing in materials of cement board panels or sheets, corrugated iron or metal sheeting or paint any fence erected with other than colours which are in keeping with the rural environment.
- b. Erect any dwelling with an internal floor area of less than 150m<sup>2</sup> excluding any garaging.
- c. Erect any building for the purposes of temporary accommodation nor use any caravan on the allotment for any residential purpose.
- d. Erect any building with an external wall cladding other than one or more of the following claddings:
  - (i) Kiln fired or concrete brick;
  - (ii) Stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete;
  - (iii) Stone;
  - (iv) Timber;
  - (v) Metal laminate on solid timber.
- e. Allow any form of metal roofing on the property unless it has been prepainted.
- f. Erect any building previously erected on other land except temporary structures placed on the property in conjunction with the construction of a permanent building on the property.
- g. Erect any building that does not comply with the Hamilton City Council District Plan or Transitional Plan (in so far as the same may apply) including but without limitation as to height, bulk, location and yards, notwithstanding that the Council may be prepared to grant dispensation from strict adherence to the provisions of the District Plan or Transitional Plan.
- h. Erect any commercial glasshouse, tunnelhouse or like structure.
- i. Erect any associated outbuilding or any other structure of materials or in a style different to the dwellinghouse.
- j. Erect any dwelling upon the land which has a value of less than TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) plus GST (*"the minimum value"*). This minimum value shall be increased as at the date twelve (12) months after the date of registration of this covenant (*"the first increase date"*) and then at annual intervals (*"the subsequent increase date"*) by the amount of the percentage annual increase shown in the Domestic Building Cost Index of the Hamilton area prepared by the New Zealand Master Builders Federation Incorporated or its successor during the 12 month period immediately preceding the first increase date or the subsequent

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.

KMF

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc



Easement

Dated

Page 3 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

increase date as the case may be, and a Certificate of Value by a Registered Valuer or Architect shall be accepted as prima facie evidence of such value.

- k. Allow the construction work of any dwelling being erected on the land to remain uncompleted for a period longer than twelve (12) months from the date of commencement of the construction work.
- l. Occupy the land or use the land as a residence until the dwelling has been completed in accordance with the approved plans and specifications and the Hamilton City Council has issued a Code Compliance Certificate.
- m. Erect any permanent advertising structure or hoardings.
- n. Allow the keeping on the allotment of pigs, horses, donkeys, mules, poultry (including roosters), or geese, for commercial purposes or any other bird or animal which creates an intrusive noise or smell, nor use the property for animal boarding kennels.
- o. Allow the dwelling to be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "*institutional residential purposes*" shall include the use of the property for housing purposes by central or local government or private or public health sector agencies. This clause however shall not prevent the property being used for home based employment (including home stays) by the occupier provided that such use has been consented to by the Hamilton City Council.
- p. Use the property for other than residential purposes and in particular use it for any commercial purpose associated with garden centres and plant nurseries or for a caravan, motor vehicle, boat, trailer, sales, construction or repair or as a workshop for any trade or calling.
- q. Allow the property to be in an unkempt condition or allow the excessive growth of grass or weeds.
- 1.2 If the Grantor breaches one of the matters referred to in clause 1.1, the Grantor shall pay all reasonable legal costs and other expenses incurred by the party enforcing the covenants. The Grantor shall only have any liability while the Grantor is a registered proprietor of the property (other than in respect of legal costs and other expenses incurred while the Grantor is a registered proprietor of the property).

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.

*[Handwritten signatures: D. J. J., R. J., K. J.]*

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Mortgage**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**ANZ BANKING GROUP (NEW ZEALAND)  
LIMITED**

**Mortgagee under Mortgage no. H959634**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**the registration of the following:**

- 1. Deposited Plan 387968;**
- 2. Easement Instrument;**
- 3. Order for new certificates of title;**
- 4. Consent notice.**
- 5. Restrictive Covenants**

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part X111 of the Companies Act 1993.

Dated this 24<sup>th</sup> day of December 2007

**Attestation**

**ANZ National Bank Limited  
by its Attorney**

KAPUA KATRINA GARDINER

*[Signature]*

**Signature of Consentor**

**Signed in my presence by the Consentor**

**Signature of Witness**

Witness to complete in BLOCK letters (unless legibly printed)

**Witness name**

**Occupation**

**Address**

**ASH MAHARAJ  
BANK OFFICER  
AUCKLAND**

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**The ANZ National Bank Limited**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, **KAPUA KATRINA GARDINER**, Manager Lending Services of Auckland in New Zealand, certify that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

**SIGNED** by the abovenamed )  
Attorney at Auckland on this )  
24<sup>th</sup> day of December 2007 )

  
KAPUA KATRINA GARDINER



# View Instrument Details

**Instrument No.** 9387286.5  
**Status** Registered  
**Date & Time Lodged** 20 Dec 2013 15:08  
**Lodged By** Lidgard, Juanita Marie  
**Instrument Type** Easement Instrument

*Toitu te*  
**Land** *whenua*  
**Information**  
New Zealand



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Affected Computer Registers	Land District
544747	South Auckland
544748	South Auckland
544749	South Auckland

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**Annexure Schedule:** Contains 3 Pages.

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## 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 ☒

## Signature

Signed by Carolyn Tania Hopkins as Grantor Representative on 11/12/2013 01:41 PM

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## 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 Carolyn Tania Hopkins as Grantee Representative on 11/12/2013 01:42 PM

**\*\*\* End of Report \*\*\***

**Form B****Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor****Rebecca MILES****Grantee****Rebecca MILES****Grant of Easement or *Profit à prendre* or Creation of 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)

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey Water & Electricity	"A"	544749	544747
Right to Convey Water	"B" and "C"	544749	544747

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

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby [varied] [negatived] [added to] or [substituted] by:

[Memorandum number , registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule ]

**Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as require; continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in:

[Memorandum number , registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule ]



Form L

Annexure Schedule

Page 1 of 1 Pages

*Insert instrument type***Easement Instrument to grant easement or profit a prendre, or create land covenant***Continue in additional Annexure Schedule, if required***RIGHT TO CONVEY WATER**

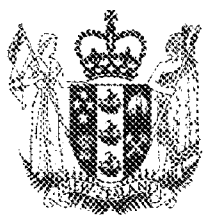
The same rights and powers as set out in paragraph 3 of the Fourth Schedule to the Land Transfer Regulations 2002.

**RIGHT TO CONVEY ELECTRICITY**

The same rights and powers as set out in paragraph 7 of the Fourth Schedule to the Land Transfer Regulations 2002.


**TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS**, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002 **SAVE THAT:**

- (a) Any maintenance, repair or replacement of any easement facility set out herein that is necessary because of any act or omission by any user (being either or all the owners of the dominant and servient tenement) of the easement facility (which includes any of their agents, employees, contractors, subcontractors or invitees of the user) must be carried out promptly by that user at the sole cost of that user or in such proportion as related to the act or omission.
- (b) Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **555526**  
**Land Registration District** **South Auckland**  
**Date Issued** 01 August 2013

**Prior References**

SA5B/380

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<b>Estate</b>	Fee Simple
<b>Area</b>	2514 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan 443810

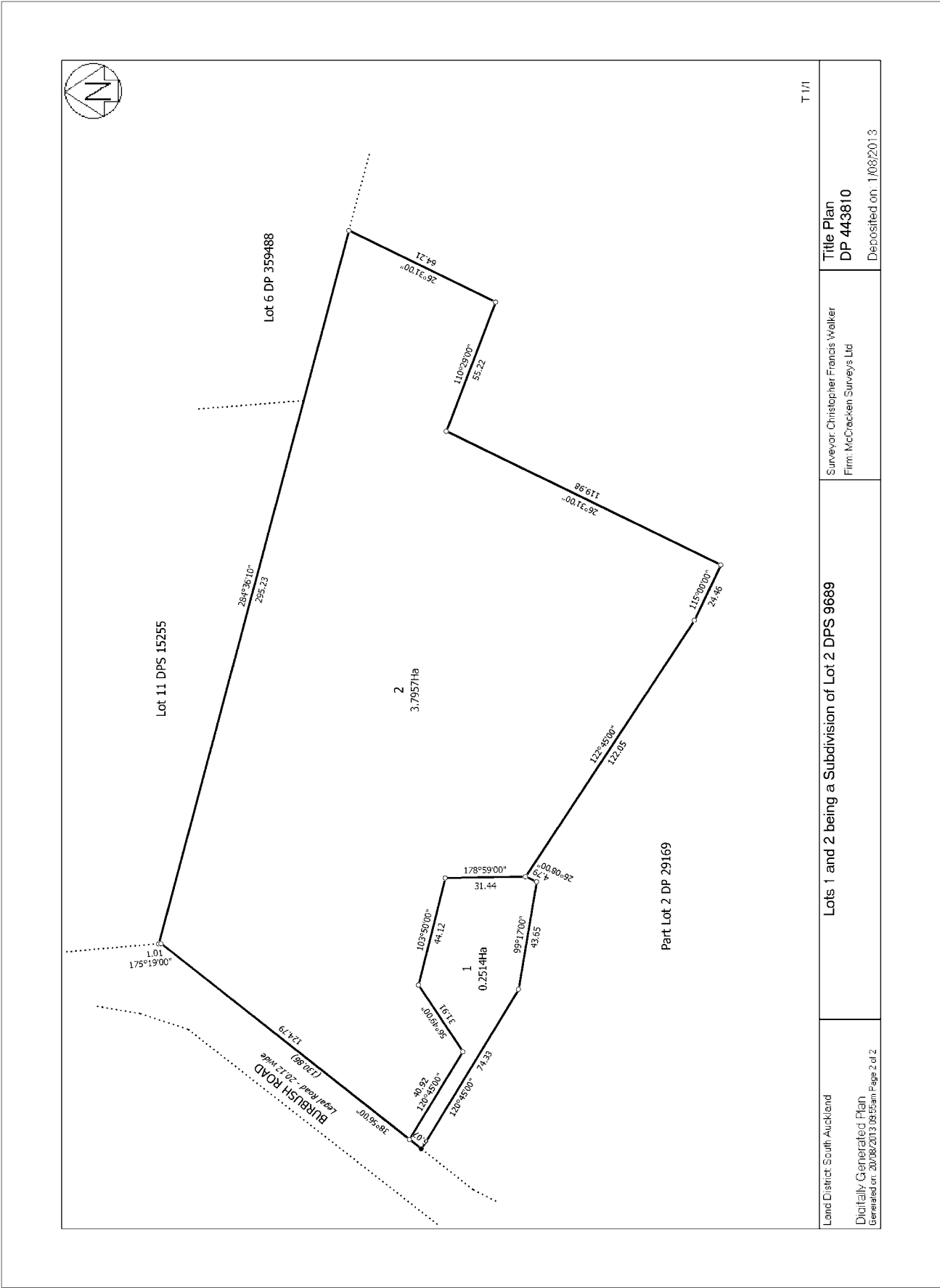
**Registered Owners**

Mitchell Ryan Clough and Heidi Emma Denise Clough

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**Interests**

9469028.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 1.8.2013 at 10:34 am  
9547744.3 Mortgage to Bank of New Zealand - 22.11.2013 at 3:35 pm



Land District South Auckland	Lots 1 and 2 being a Subdivision of Lot 2 DPS 9689	Surveyor: Christopher Francis Walker Firm: McCracken Surveys Ltd	Title Plan DP 443810 Deposited on: 1/08/2013
Digitally Generated Plan Generated on: 20/08/2013 09:55am Page 2 of 2		T 1/1	



# View Instrument Details

<b>Instrument No.</b>	9469028.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	01 Aug 2013 10:34
<b>Lodged By</b>	Clark, Paul Douglas
<b>Instrument Type</b>	Consent Notice under s221(4)(a) Resource Management Act 1991

*Toitu te*  
**Land whenua**  
**Information**  
New Zealand



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<b>Affected Computer Registers</b>	<b>Land District</b>
SA5B/380	South Auckland

---

**Annexure Schedule:** Contains 1 Page.

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## Signature

Signed by Paul Douglas Clark as Territorial Authority Representative on 01/08/2013 10:31 AM

**\*\*\* End of Report \*\*\***

**CONSENT NOTICE PURSUANT TO SECTION 221**  
**OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER of DP 443810 being a subdivision of Lot 2 DPS 9689.

AND

IN THE MATTER of a Subdivision Consent pursuant to sections 108, 220 and 221 of the  
 Resource Management Act 1991.

Pursuant to section 221(2) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 11-Feb-2011 imposed the following conditions on the resource consent to subdivide Lot 2 DPS 9689:

1. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Computer Freehold Register of Lot 1 advising current and prospective owners of the requirements to adhere to the Rotokauri Structure Plan prepared by Hamilton City Council with regard to any potential development of the Lot 1 noting that the lot is located within the Residential Ridgeline Character Area.*
2. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Computer Freehold Register of Lot 1 advising that at the time of urban subdivision, access and development be in general accordance with the concept plan for future re-subdivision (copy attached, from McCracken Surveyors Ltd Concept Plan 87 Burbush Road, Rotokauri). The erection of any dwelling or permanent building is not to conflict with the concept plan or be at risk from a known natural hazard (such as a stormwater overflow path).*

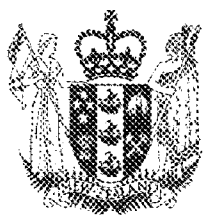
Dated at Hamilton this 19<sup>th</sup> day of July 20.

  
 R Raman  
 (Authorised Officer)

HCC Ref: 2011.22150


Agent Ref: 10194

Subdivision Site: 87 Burbush Road, Hamilton



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **568962**  
**Land Registration District** **South Auckland**  
**Date Issued** 08 April 2013

**Prior References**

SA11B/357

---

<b>Estate</b>	Fee Simple
<b>Area</b>	9.3040 hectares more or less
<b>Legal Description</b>	Lot 1 Deposited Plan 449172

**Registered Owners**

Richard Neville Ruske, Paula Karyn Ruske and CR Rejthar Trustees Limited

---

**Interests**

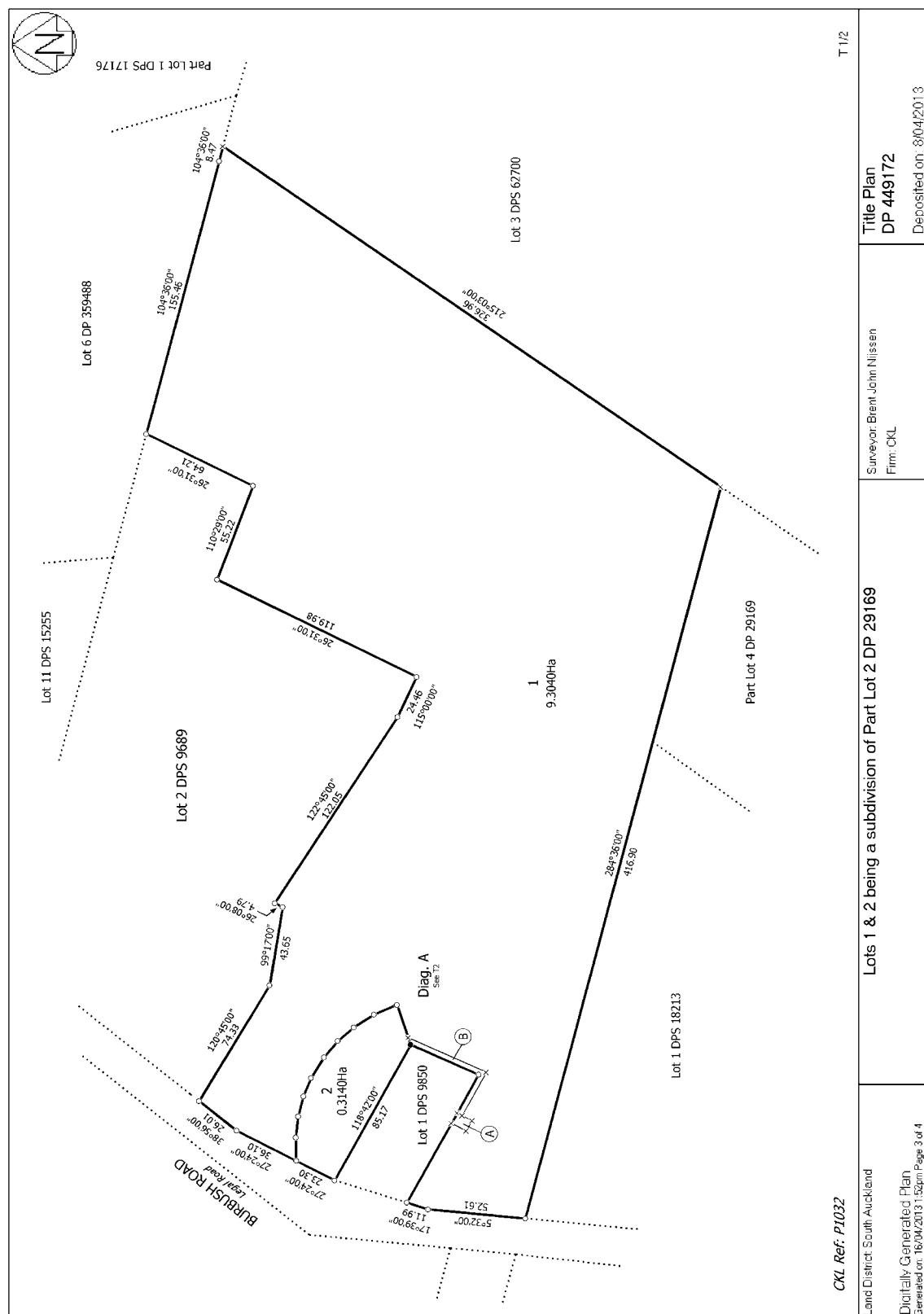
Subject to a right to convey water over part marked A on DP 449172 created by Transfer H019142 - 21.11.1974 at 11.50 am

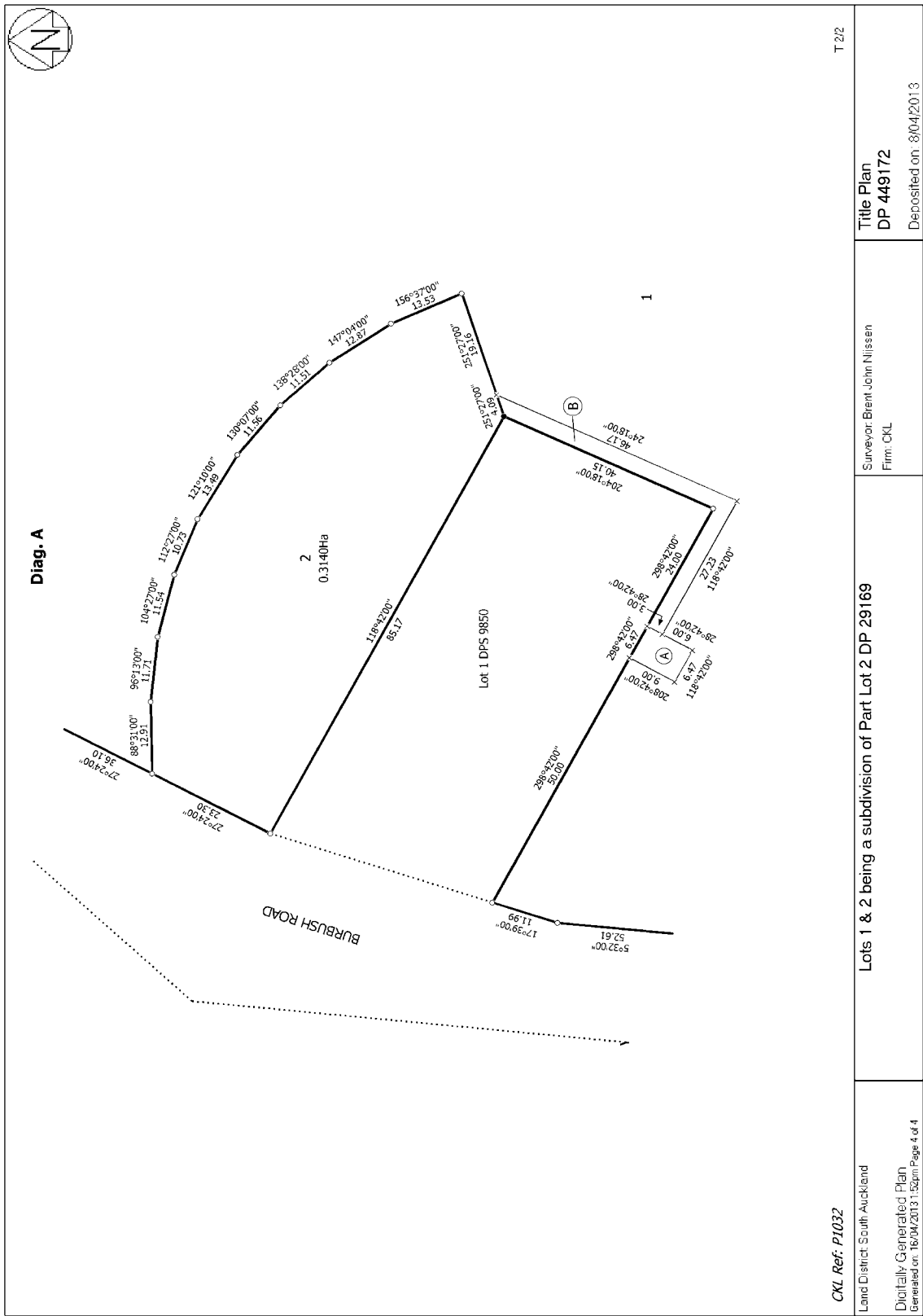
8809676.3 Mortgage to ASB Bank Limited - 19.7.2011 at 4:22 pm

9252774.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.4.2013 at 1:35 pm

Subject to a right to convey water & electricity over part marked A on DP 449172 created by Easement Instrument 9252774.3 - 8.4.2013 at 1:35 pm

The easements created by Easement Instrument 9252774.3 are subject to Section 243 (a) Resource Management Act 1991









# View Instrument Details

Instrument No.	9252774.1
Status	Registered
Date & Time Lodged	08 Apr 2013 13:35
Lodged By	Barker, David Gerard
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

*Toitu te*  
**Land** *whenua*  
**Information**  
New Zealand



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<b>Affected Computer Registers</b>	<b>Land District</b>
SA11B/357	South Auckland

---

**Annexure Schedule:** Contains 1 Page.

---

## Signature

Signed by Christopher Roman Rejthar as Territorial Authority Representative on 28/03/2013 04:19 PM

**\*\*\* End of Report \*\*\***



**Hamilton City Council**  
Te kaunihera o Kirikiriroa

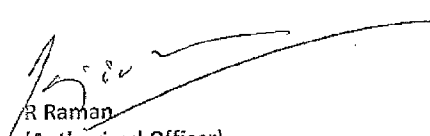
**CONSENT NOTICE PURSUANT TO SECTION 221**  
**OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER of DP 449172 being a subdivision of Part Lot 2 DP 29169.  
AND  
IN THE MATTER of a Subdivision Consent pursuant to sections 108, 220 and 221 of the  
Resource Management Act 1991.

Pursuant to section 221(2) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 10 October 2011 imposed the following conditions on the resource consent to subdivide Part Lot 2 DP 29169:

1. That pursuant to section 221 of the Resource Management Act 1991, a consent notice be registered on the Certificates of Title of Lots 1 and 2 advising current and future owners of the requirements to adhere to the Rotokauri Structure Plan prepared by Hamilton City Council with regard to any potential development on Lots 1 and 2 noting that a collector road runs through both lots, as well as an indicative green corridor, ridgeline character area, and a commercial / community focal point. Note: The location of these features is subject to change.
2. That pursuant to section 221 of the Resource Management Act 1991, a consent notice be registered on the Certificate of Title of Lot 1 requiring that a copy of the geotechnical investigation report (Ref: P1032) of 1<sup>st</sup> August 2011 by CKL be made available to every prospective purchaser. This report includes a discussion about earthworks and fill, foundation recommendations, proposed stormwater management, and an effluent disposal management assessment.
3. That pursuant to section 221 of the Resource Management Act 1991, a consent notice be registered on the Certificate of Title of Lot 2 that a 20 metre wide Building Line Restriction runs along the existing road boundary of Lot.

Dated at Hamilton this 22<sup>nd</sup> day of November 2012.

  
R Raman  
(Authorised Officer)

HCC Ref: 2011.22739

Agent Ref: P1032

Subdivision Site: 111 Burbush Road, Hamilton



# View Instrument Details

**Instrument No.** 9252774.3  
**Status** Registered  
**Date & Time Lodged** 08 Apr 2013 13:35  
**Lodged By** Barker, David Gerard  
**Instrument Type** Easement Instrument

**Land Information**  
*Toitu te whenua*  
New Zealand



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Affected Computer Registers	Land District
568962	South Auckland
568963	South Auckland

---

**Annexure Schedule:** Contains 2 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	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>
I certify that the Mortgagee under Mortgage 8809676.3 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>

## Signature

Signed by Christopher Roman Rejthar as Grantor Representative on 28/03/2013 04:23 PM

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## 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	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>

## Signature

Signed by Christopher Roman Rejthar as Grantee Representative on 28/03/2013 04:24 PM

\*\*\* End of Report \*\*\*

**Form B****Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

Richard Neville Ruske, Paula Karyn Ruske and CR Rejthar Trustees Limited

**Grantee**

Richard Neville Ruske, Paula Karyn Ruske and CR Rejthar Trustees Limited

**Grant of Easement or *Profit à prendre* or Creation of 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)

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference) DP449172	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey Water & Electricity	A & B	Lot 1 – 568962	Lot 2 - 568963

**Form B - continued**

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

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby [varied] [negatived] [added to] or [substituted] by:

[Memorandum number N.A., registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule ]

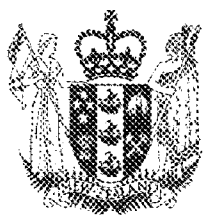
**Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as require; continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in:

[Memorandum number , registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule ]



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 690913  
**Land Registration District** South Auckland  
**Date Issued** 26 May 2015

**Prior References**

SA51B/260

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<b>Estate</b>	Fee Simple
<b>Area</b>	4502 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan 485743

**Registered Owners**

Hamish Craig Marsh and Claire Elizabeth Marsh

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**Interests**

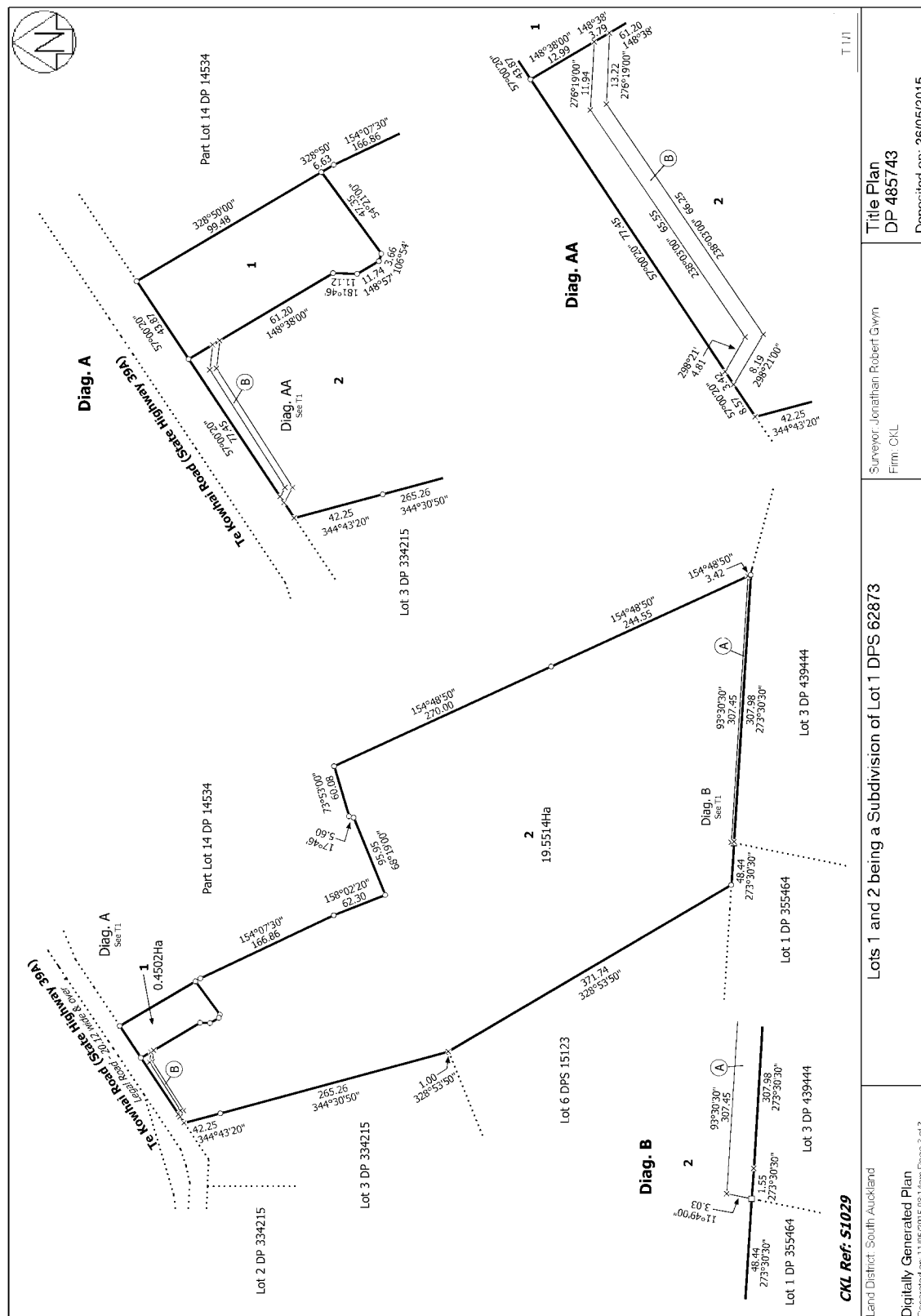
Subject to a drainage right over part herein created by Deed of Easement 295405 (R355/98) - 21.3.1921 at 3:00 pm

Appurtenant hereto is a drainage right created by Deed of Easement 295405 (R355/98) - 21.3.1921 at 3:00 pm

Appurtenant hereto is a drainage right created by Covenant 339694 (R446/405) - 10.11.1924 at 10:20 am

Appurtenant hereto is a right to convey electricity created by Easement Instrument 10031739.5 - 26.5.2015 at 2:41 pm

10096880.3 Mortgage to Westpac New Zealand Limited - 19.6.2015 at 12:23 pm



**295405 -** Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 N.A. Nelson Acting Deputy Registrar @ 311/537 A11522 Dated 6<sup>th</sup>  
 December 1920 Joshua Mathers & Son to Herbert William Sly Conveyance  
 of lot 14 of outdivison of lot 2 of part allotment 215 Parish of Pukekohe 311/537  
 MacDiarmid Shewan and Gray Executors Hamerton. Stamp £40/1/- & Jan 21 Clerk

This Deed made the sixth day of December One thousand nine hundred  
 and twenty Between Joshua Mathers of Hamerton Farmer and  
 Charles Albert Houghman of Palmerston North Solicitor (hereinafter called  
 the Vendors) of the one part and Herbert William Sly of Le Rapu Farmer  
 (hereinafter termed the Purchaser) of the other part Witnesseth that for  
 consideration of the sum of Three thousand nine hundred and eighty four  
 pounds paid by the Purchaser to the Vendors (the receipt of which sum is  
 hereby acknowledged) the Vendors do and each of them doth hereby convey

3rd & 4th  
 per J. & B. Burt  
 11/5/21





fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. Provided However that the occupation of land between the centre of the drains and such fences shall not be deemed a nuisance or obstruction thereof against the owner of any such land. And it is hereby Agreed and Declared that the covenants imposed in Conveyances by Sub-section (d) of Section 56 of The Property Law Act 1908 shall be applied herein against the Vendee and shall include the following deeds and documents Numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179872, 183045, 183046, 222489, 183424, 256551, 192189, 192190, 208980, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488, 258015, 258016 and Reconveyance of 258016. And it is further Declared for the purposes of the duty payable under The Finance Acts 1915 to 1918 (Number Two) inclusive that no agreement in writing was entered into between the parties in regard to the foregoing transaction.

In Witness Whereof the foregoing have been executed.  
Signed by the said Joshua Mathers  
In the presence of

Signed by the said Charles Albert Loughnan by his Attorney Edward James Mears acting under and by virtue of a Deed Poll or Power of Attorney dated the 23<sup>rd</sup> day of July 1920 deposited in the Land Transfer Office at Auckland as Number 4864 in the presence of  
H. P. Grey Solicitor Hamilton.

Charles Albert Loughnan  
by his Attorney  
E. J. Mears

Stamp 3/ 6/12/20 Lfm.  
Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above-written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor. named therein under and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty signed the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as Number 4864. And that I have not received any notice or information of the revocation of such power by death or otherwise.  
And I make this solemn declaration believing conscientiously believing the same to be true and by virtue of the provisions of The Justices of the Peace Act 1908.  
Declared at Hamilton this 23<sup>rd</sup> day  
of December 1920 Before me  
H. P. Grey A Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....



second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ... William Richards Shattock is the owner in fee simple of the land more particularly described in the.. Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers. And whereas the said lands are not within the jurisdiction of any drainage district nor under the ... control of any Drainage Board and whereas the main outlet drain which carries off water from the .... lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the said William Richards Shattock described in the third schedule hereto in the approximate position ... indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ... such portion of the main outlet drain as runs through the land of the said William Richards Shattock. shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time and at all times thereafter keep the same clean free and unobstructed to its full depth and in good order condition and repair Provided however that in the event of the sides of the said drain falling in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of the said drain Provided further that upon any such damage occurring to the said drain the said ..... William Richards Shattock shall immediately upon the same being ascertained notify the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers thereof and in the event of their failing for seven days to repair such damage it shall be lawful for the said William Richards Shattock to repair the same and recover the cost of so doing from the said .... William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the .... said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary for such fence the said William Richards Shattock shall supply all wire and staples necessary and the said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence.. The said William Richards Shattock shall maintain the said fences in good order condition and repair at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and doth hereby guarantee and become and made himself personally responsible to the said William Richards Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

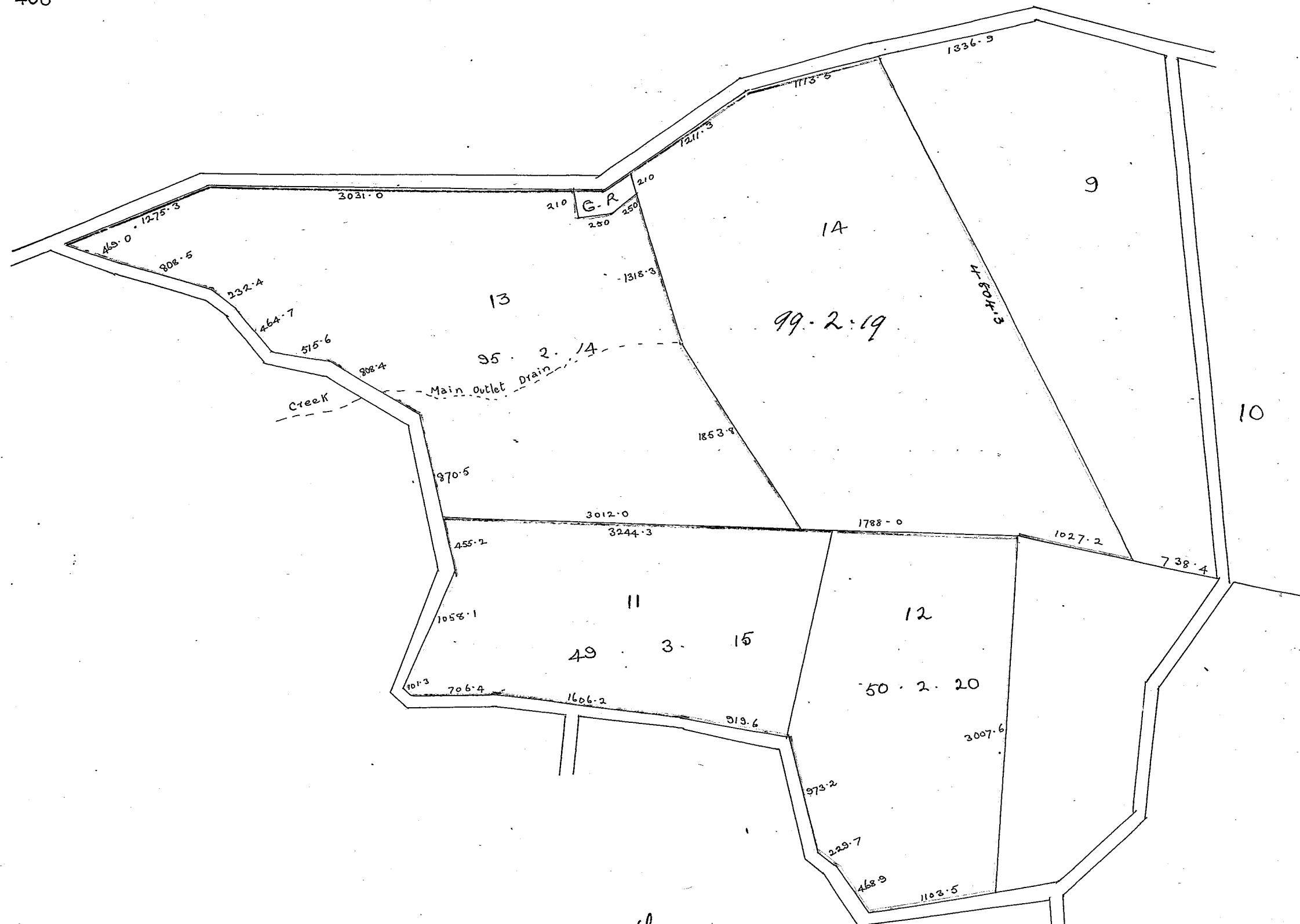
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

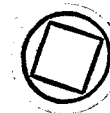
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup>. day of December 1924

WITNESS:

A. M. Hume Pro Richardson





# View Instrument Details

**Instrument No.** 10031739.5  
**Status** Registered  
**Date & Time Lodged** 26 May 2015 14:41  
**Lodged By** Taylor, Lynette Dianne  
**Instrument Type** Easement Instrument

**Land Information**  
*Toitu te whenua*  
New Zealand



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Affected Computer Registers	Land District
690913	South Auckland
690914	South 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 ☒

I certify that the Mortgagee under Mortgage 9742661.3 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Lynette Dianne Taylor as Grantor Representative on 22/05/2015 02:10 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 Lynette Dianne Taylor as Grantee Representative on 22/05/2015 02:11 PM

\*\*\* End of Report \*\*\*

## Form B

**Easement instrument to grant easement or *profit à prendre*, or create  
land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

**Keith PATTERSON, Jennifer Judith PATTERSON and ELTAN TRUST  
MANAGEMENT LIMITED**

**Grantee**

**Keith PATTERSON, Jennifer Judith PATTERSON and ELTAN TRUST  
MANAGEMENT LIMITED**

**Grant of Easement or *Profit à prendre* or Creation of 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)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose	Shown (plan reference)	Servient Tenement	Dominant Tenement
Right to convey electricity	B on DP485743	Lot 2 DP485743 (CFR 690914)	Lot 1 DP485743 (CFR 690913)



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

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby varied and added to by:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]

the provisions set out in Annexure Schedule

**Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as require; continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]

Annexure Schedule

Form L

Annexure Schedule

Page of Pages

*Insert instrument type***EASEMENT INSTRUMENT***Continue in additional Annexure Schedule, if required***EASEMENT TERMS**

1. Any maintenance, repair or replacement of any easement facility in respect of any easement set out herein that is necessary because of any act or omission by the grantor or the grantee (as defined in paragraph 1 of the Fourth Schedule to the Land Transfer Regulations 2002) must be carried out promptly by that grantor or grantee at the sole cost of that grantor or grantee or in such proportion as relates to the act or omission.
2. All easement facilities in respect of the within easements, shall be placed under and within the ground comprising the stipulated course.  
  
This provision does not extend to those easement facilities, which are required to be located on or above the ground for the proper functioning, maintenance and inspection of the easements.
3. Where there is conflict between the rights, powers, terms, covenants or restrictions herein (the modifications) and the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the provisions of the Fifth Schedule to the Property Law Act 2007 then the modifications shall prevail.



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA1263/30  
**Land Registration District** South Auckland  
**Date Issued** 07 August 1956

**Prior References**

SA428/234

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<b>Estate</b>	Fee Simple
<b>Area</b>	1829 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan South Auckland 4129

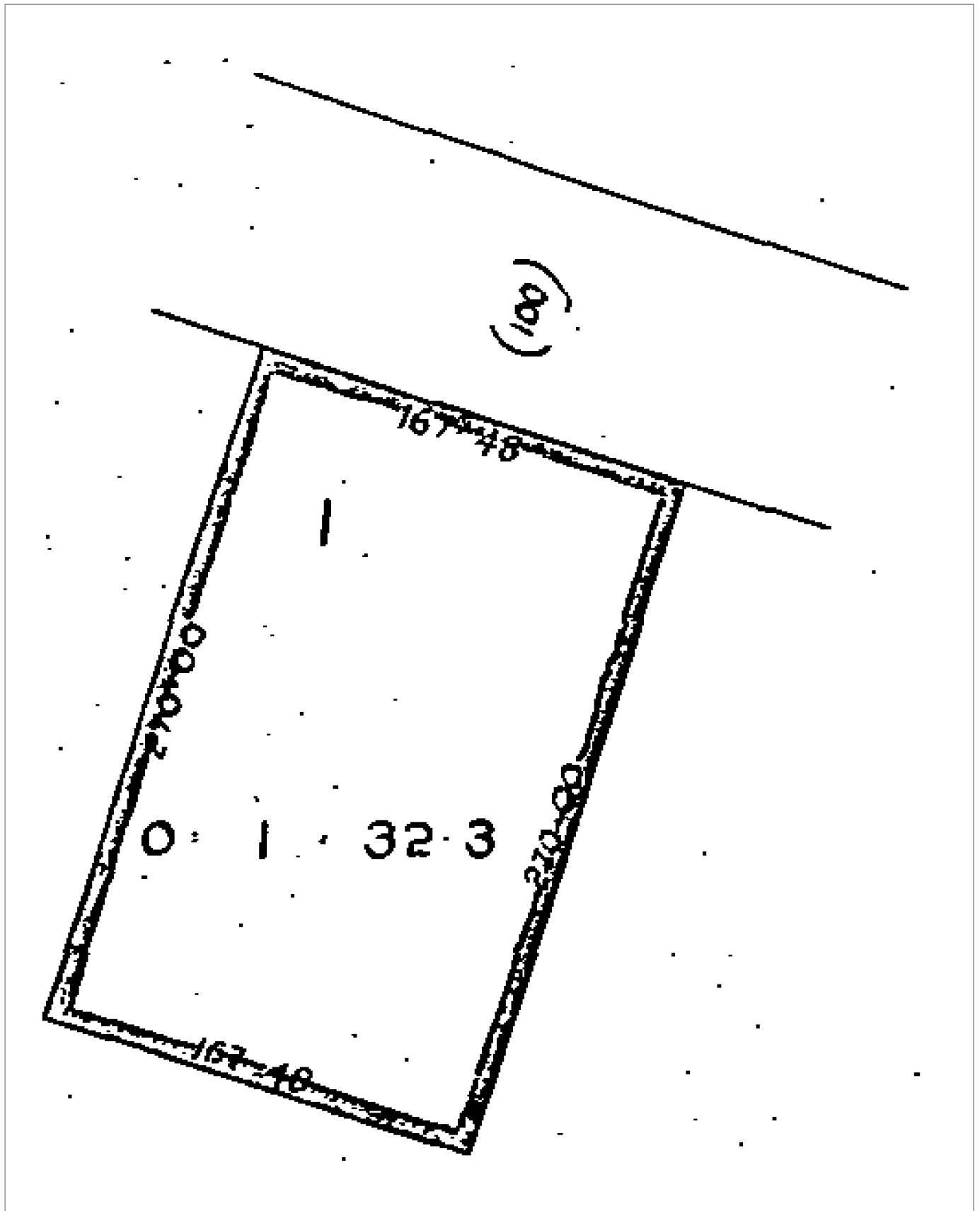
**Registered Owners**

Zee Holdings Limited

---

**Interests**


6012411.5 Mortgage to Mortgage Holding Trust Company Limited - 20.5.2004 at 9:00 am





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA11B/536  
**Land Registration District** South Auckland  
**Date Issued** 12 December 1969

**Prior References**

SA1443/33

---

<b>Estate</b>	Fee Simple
<b>Area</b>	3316 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan South Auckland 9850

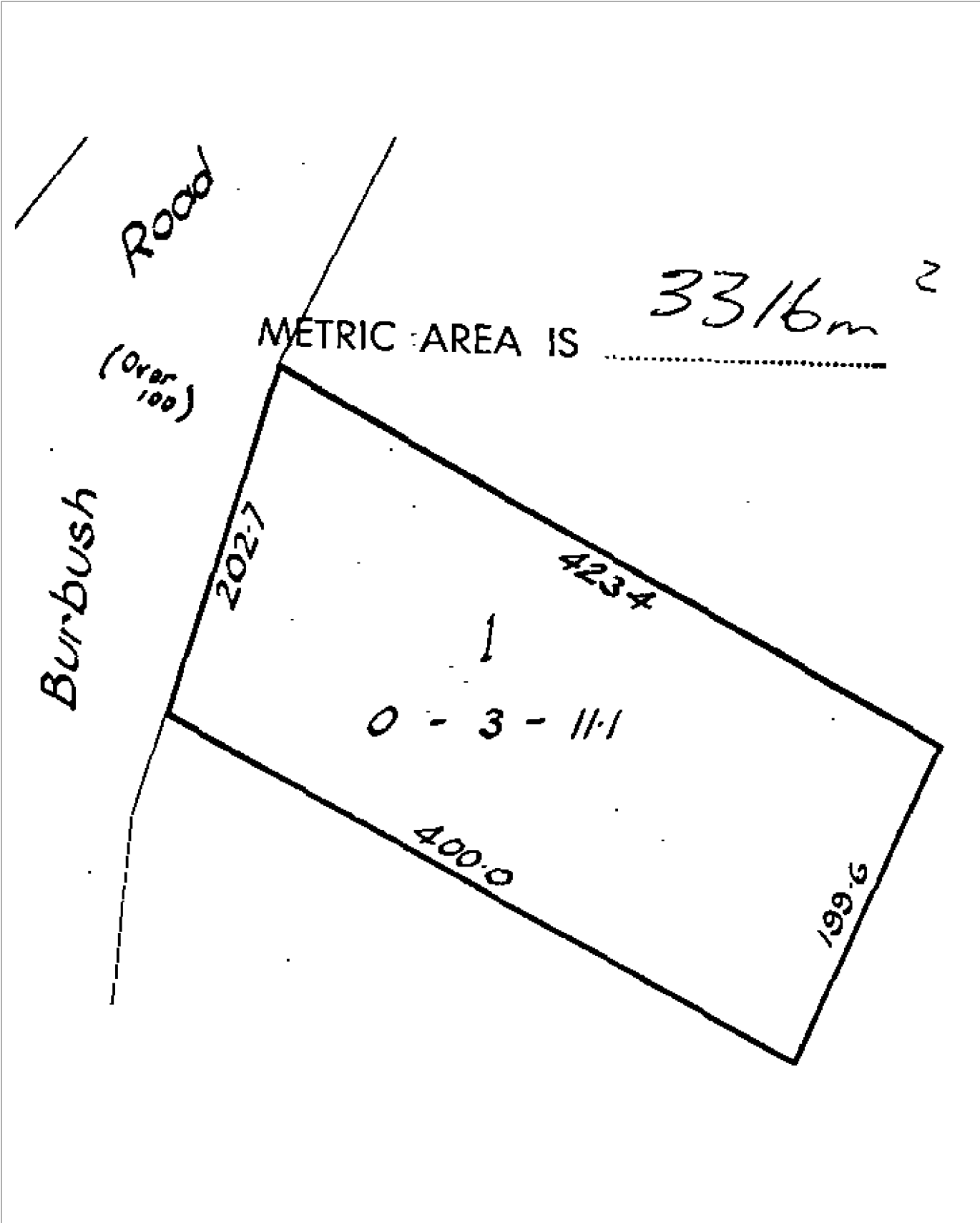
**Registered Owners**

Bryce Lance Carrington and Catherine Louise Mackness

---

**Interests**

Appurtenant hereto is a right to convey water created by Transfer H019142  
8465265.3 Mortgage to Kiwibank Limited - 26.4.2010 at 10:47 am



H 019142

TE 81-00

Approved by the Registrar-General of Land Wellington. No. 799889

NEW ZEALAND

## Memorandum of Transfer

WHEREAS (1) RANWOOD FARM LIMITED a duly incorporated Company having its registered Office at Matamata (Hereinafter referred to as "the Transferor")

being registered as the 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 all

piece

of land situated in the

Land Registration District of South Auckland

containing TWENTY THREE ACRES THREE ROODS TWO DECIMAL FOUR PERCHES (23 A. 3 R. 2.4 P.)

be the same a little more or less being part Lot 2 Deposited Plan 29169 and being the land comprised and described in Certificate of Title Volume 11B Folio 357 (South Auckland Registry) (hereinafter referred to as "the servient tenement")

(2) PETER WILBUR CRABE of Hamilton, Chartered Accountant and BEVERLEY ANNE CRABE his wife (Hereinafter referred to as "the transferees") being registered as proprietors of an estate in fee simple containing THREE ROODS ELEVEN DECIMAL ONE PERCHES (3 R. 11.1 P.) be the same a little more or less being Lot 1 Deposited Plan S.9850 and being the land comprised and described in Certificate of Title Volume 11B Folio 536 (South Auckland Registry) SUBJECT TO Memorandum of Mortgage S.590138 and to S.566853 (Hereinafter referred to as "the dominant tenement")

(3) The transferor has for the consideration hereinafter appearing agreed to grant to the transferees an Easement appurtenant to the dominant tenement the right to convey water within the meaning ascribed thereto by S.90 D of the Land Transfer Act 1952 from the pump house upon the servient tenement to the boundary between the servient tenement and dominant tenement.

NOW THEREFORE in pursuance of the said Agreement and in consideration of the sum of TEN CENTS (10 cents) paid to the transferor by the transferees (the receipt of which sum is hereby acknowledged) the transferor hereby transfers and grants to the transferees full free and uninterrupted right liberty and privilege so far as they lawfully may to convey water within the meaning ascribed thereto by S.90 D of the Land Transfer Act 1952 from the pump house on the servient tenement (as more particularly shown on the Plan endorsed hereon) to the dominant tenement by the pipeline running underground from the said pump house to the boundary between the servient and dominant tenements.

PROVIDED ALWAYS and it is hereby agreed and declared

(1) THAT THE costs of repair and maintenance of the Easement hereby granted shall be borne by the transferor as to two thirds thereof and by the transferees as to one third thereof unless it can be shown that any repairs or maintenance have or has been rendered necessary by the Act or default of either the parties hereto alone in which event the party responsible or in default shall bear the whole cost.

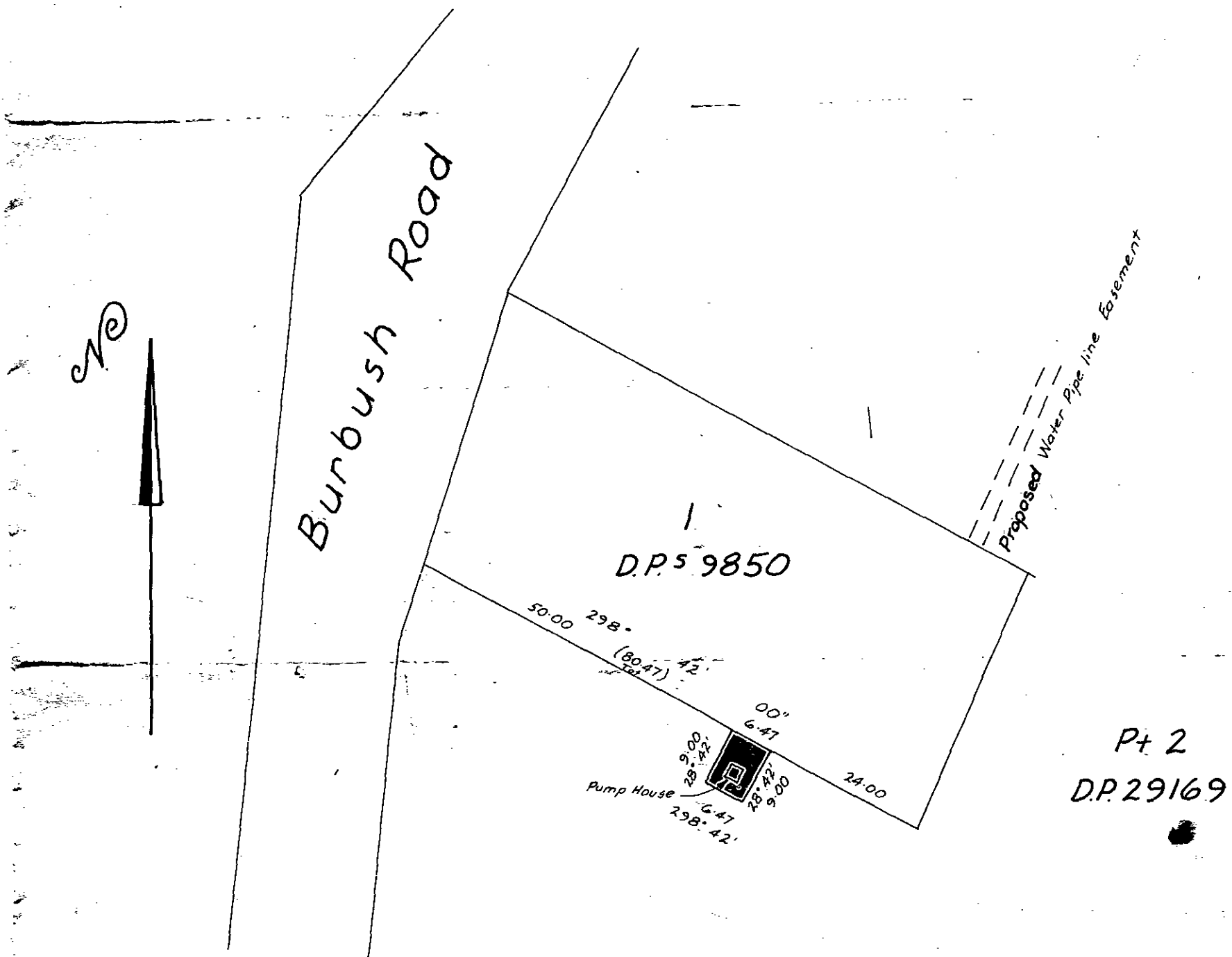
(2) ANY DISPUTE or difference which may arise between the parties hereto touching any of the matters arising out of this Memorandum shall be decided according to the decision of a single arbitrator or in case the parties cannot agree upon the appointment of such an Arbitrator then by two Arbitrators, one to be appointed by the Transferor and the other by the Transferees and an Umpire to be selected by the two Arbitrators and the reference of such dispute shall be a submission to arbitration within the meaning of the Arbitration Act 1908

N.Z. Stamp Duty HV

J. B. Lunclett *Director*  
H. J. Churchill *Director*



H019142 TE



Water Easement over Pt Lot 2 D.P. 29169

Scale 1 - 750

Surveyed by  
Hollinger, McPherson & Goodwin

M. W. Quinn  
Regd. Surveyor

Correct Alfred  
L.T. Surveyor  
15/1/75

Xa J.E.G.

NO.

Correct for the purposes of the Land Transfer Act.

# Transfer

of Lot 2 D.P. 29169  
South Auckland Registry

Situated in South Auckland Registration District

*Prindamiss*

Solicitor for the Transferee

202

RANWOOD FARM LIMITED

Transferor

CRABB

PETER WILBUR & BEVERLEY ANNE Transferee

PARTICULARS entered in Register Book,

Vol. , Folio

the

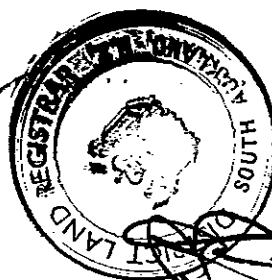
at o'clock.

District  
Assistant Land Registrar  
of the District of

Diag Has Been Checked  
F. & \$2- Fee paid

HARKNESS, HENRY, COURSE & ANNAN  
SOLICITORS HAMILTON

W. G. Allen & Co. Ltd., Law Stationers, 222 Hobson St., Auckland.



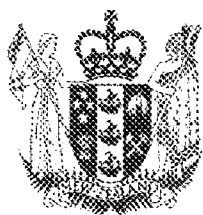
NOV 21 11 50 PM '74  
118/306  
118/357

District Land Registry  
Hamilton No. 1

I

19142





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA14B/109  
**Land Registration District** South Auckland  
**Date Issued** 04 May 1972

**Prior References**

SA1252/73

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<b>Estate</b>	Fee Simple
<b>Area</b>	4.2568 hectares more or less
<b>Legal Description</b>	Lot 1 Deposited Plan South Auckland 15254

**Registered Owners**

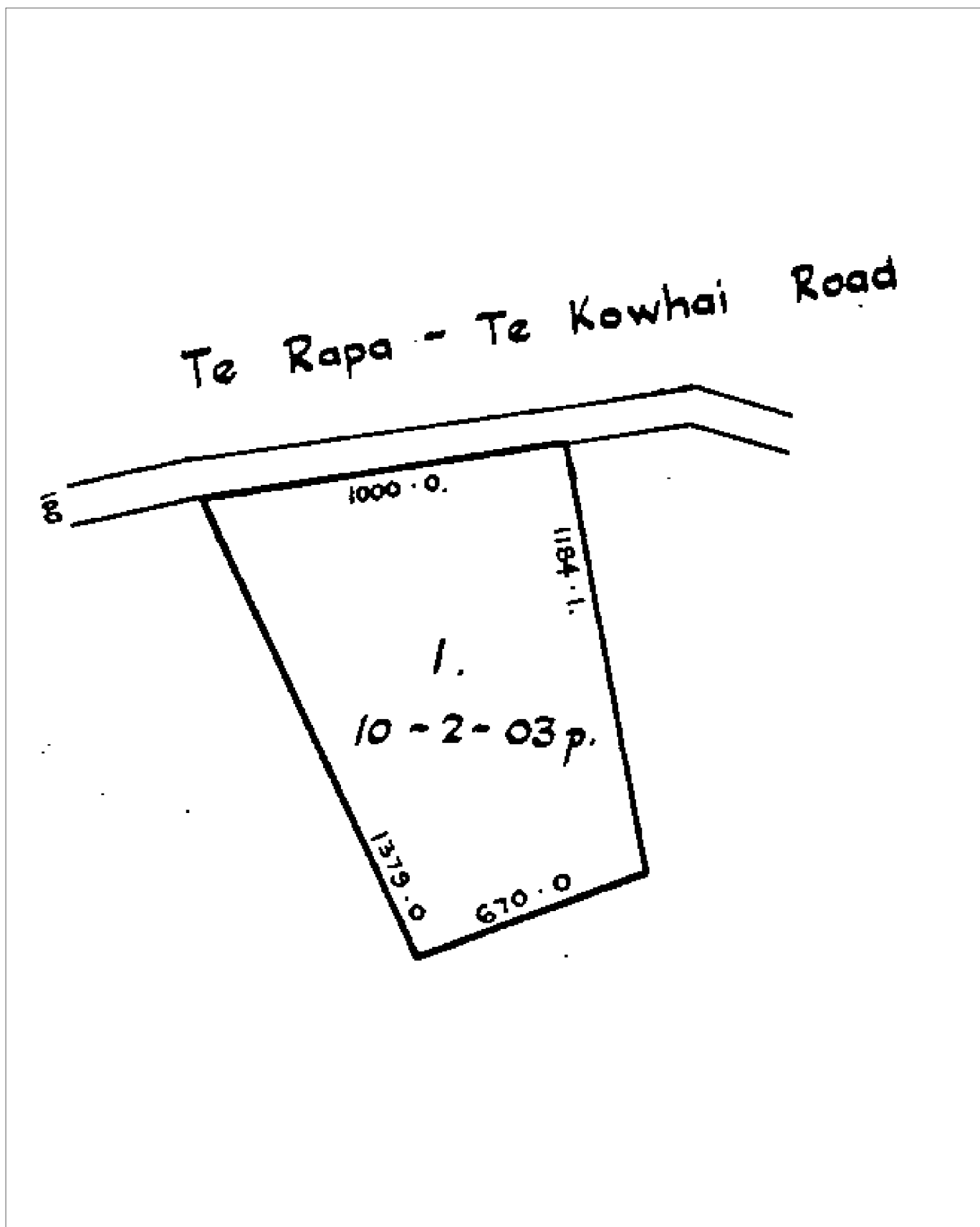
Eleanor Mary Robertson, Jillian Anne Marsh and Jennifer Judith Patterson

---

**Interests**

9510707.1 Notice pursuant to Section 18 Public Works Act 1981.- 10.9.2013 at 7:00 am

11108758.1 CAVEAT BY MA DEVELOPMENT ENTERPRISES LIMITED - 14.5.2018 at 12:54 pm



# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108758.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:54:09
<b>Lodged By</b>	Paul Allan Chambers

<b>Affected Computer Registers</b>	<b>Land District</b>
SA14B/109	South Auckland
SA14B/111	South Auckland
SA14B/112	South Auckland

## Registered Proprietor

Jennifer Judith Patterson  
Jillian Anne Marsh  
Eleanor Mary Robertson

## Caveator

Ma Development Enterprises Limited

## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 20 March 2018 between the Registered Proprietors as vendor and Ma Development Enterprises Limited as purchaser.

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

## Address for Service of Caveator

Ma Development Enterprises Limited  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

## Address for Registered Proprietor

Eleanor May Robertson, Jennifer Judith Patterson and Jillian Anne Marsh  
C/- Ellice Tanner Hart  
PO Box 19144  
Hamilton  
New Zealand  
3244

## Caveator Certifications

I certify that I have the authority to act for the Caveator and that the party has the legal capacity to authorise me to lodge this instrument





# View Instrument Details

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## Caveator Certifications

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

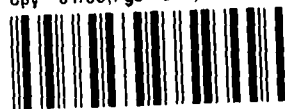
Signed by Paul Allan Chambers as Caveator Representative on 11/05/2018 05:29 PM

\*\*\* End of Report \*\*\*

To: Registrar General of Land  
South Auckland Land Registry

**C18 9510707.1 Notice of**

Cpy - 01/03, Pgs - 003, 09/09/13, 15:43



DocID: 514291026

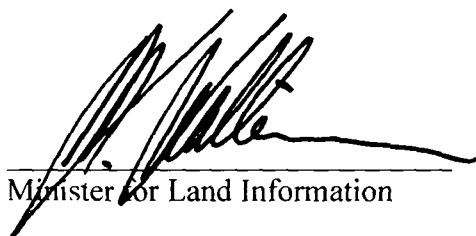
**Notice of Desire to Acquire Land**

Notice is hereby given pursuant to section 18(1)(b) of the Public Works Act 1981 that the Crown desires to acquire that part of your land described below for the State Highway 39A Safety Improvements.

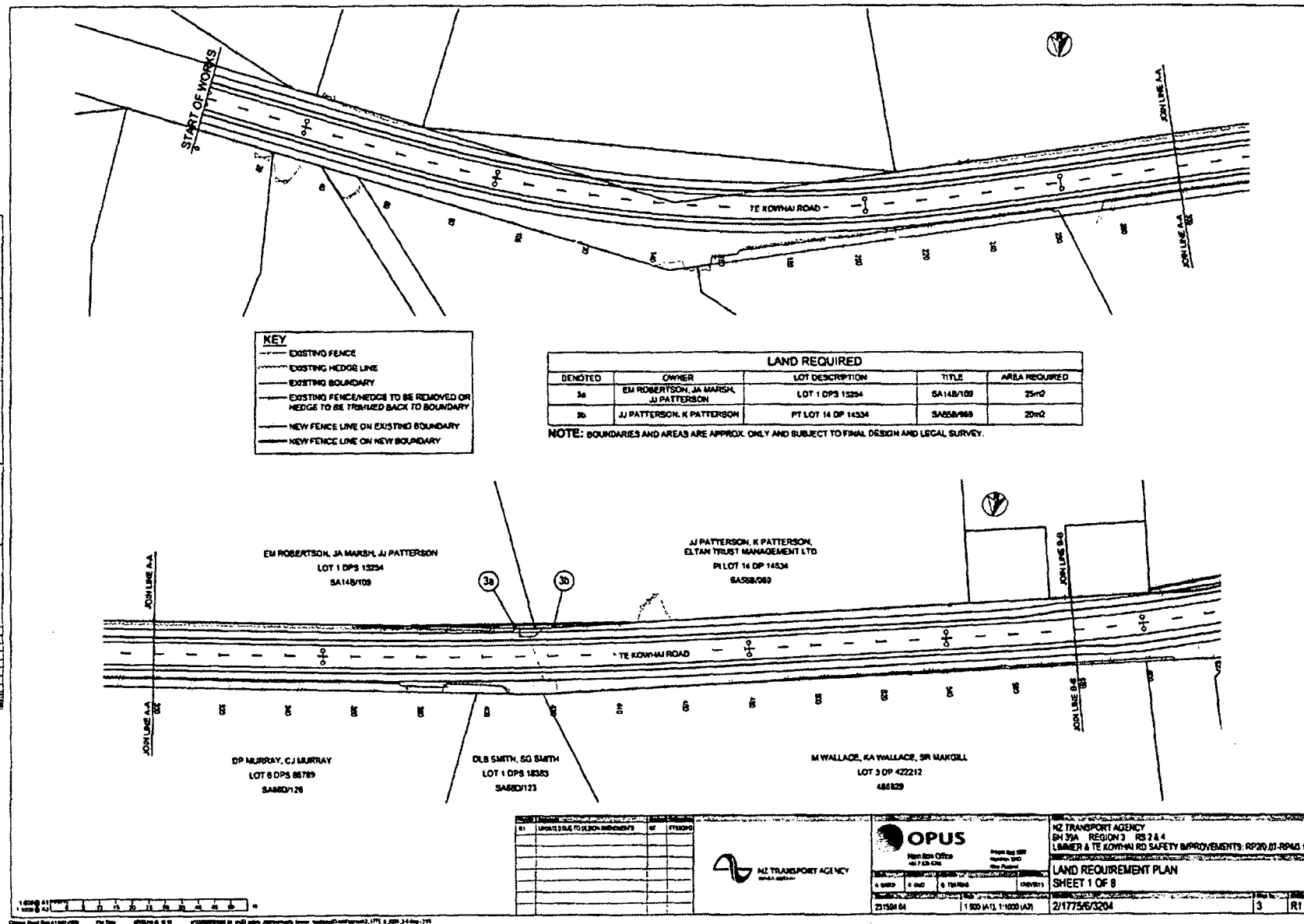
Land at Te Kowhai Road/SH39A, Te Kowhai:

25m<sup>2</sup> (subject to survey), being that part of Lot 1 DPS 15254 and being part of the land comprised in Computer Freehold Register SA14B/109 shown marked '3a' on the Land Requirement Plan attached.

(called "the Required Interest")

  
Minister for Land Information

3 / 9 / 2013





MANUAL DEALING LODGEMENT FORM

Landonline User ID: opusicha

LODGING FIRM: Opus International Consultants

Private Individual: Private Bag 3057

Address: Hamilton 3240

Dealing/SUD Number:  
(LINZ use only)

Priority Barcode/Date Stamp  
(LINZ use only)

C18 9510707.1 Notice of  
Cpy - 02/03, Pgs - 003, 09/09/13, 15:43  
Copies  
(inc. original)  
DocID: 514291026

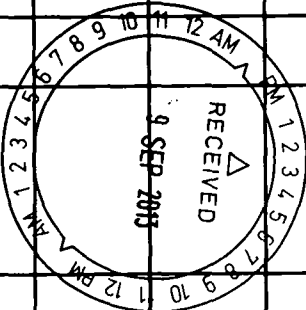
ASSOCIATED FIRM:

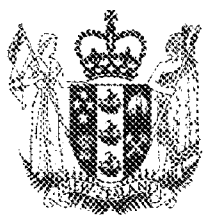
Client Code / Ref: Stephen Taylor

Plan Number/Pre-Allocated or  
to be Deposited:

Rejected Dealing Number:


Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture	FEES \$ GST INCLUSIVE
1	SA14B/109	C18	Robertson, Marsh & Patterson HM Queen					
2	SA55B/969	C18	K & JJ Patterson HM Queen					
3	552000	C18	McFarlane HM Queen					
4	530703	C18	WP Jonson, SK Jonson & MR Jonson HM Queen					
5	349634	C18	PG & C Andrew HM Queen					
Land Information New Zealand Manual Dealing Lodgement Form				Annotations (LINZ use only):				
Fees Receipt and Tax Invoice				Original Signatures? _____				
GST Registered Number 17-022-895				Less fees paid on Dealing # _____				
LINZ Form P005				Debit my Landonline account for (Only available for Landonline customers) or Cash / Cheque enclosed for (Only pay in cash if depositing in drop box at a LINZ processing centre) or Eft-pos payment due for (Eft-pos only available if lodging the dealing in person at a LINZ processing centre)				
Subtotal				Total for this dealing				
				\$0.00				





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA72D/747  
**Land Registration District** South Auckland  
**Date Issued** 16 May 2002

**Prior References**

SA15B/179 SA51D/689

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<b>Estate</b>	Fee Simple
<b>Area</b>	1916 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan South Auckland 92191 and Lot 1 Deposited Plan South Auckland 16665

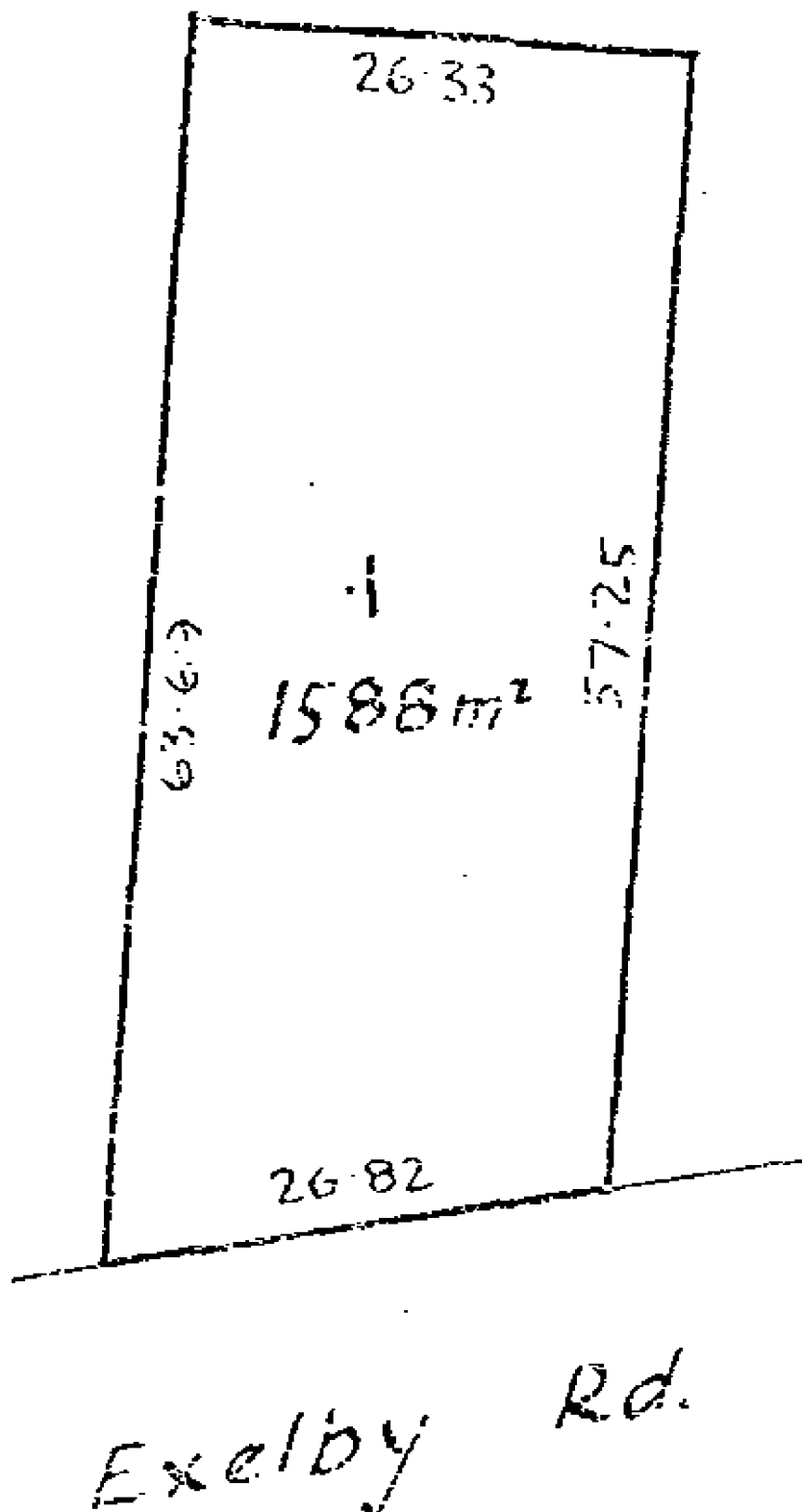
**Registered Owners**

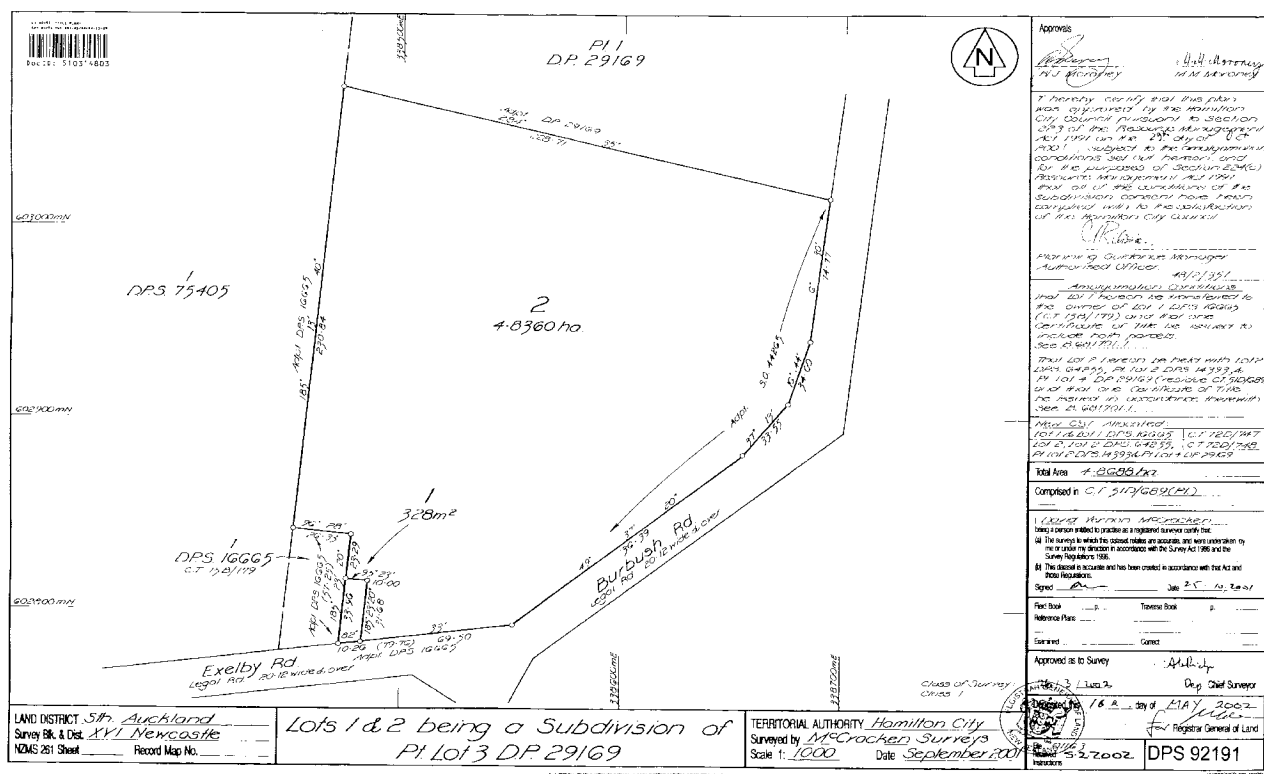
David William Sole, Jane Pouls and Franklaw Trust Limited as to a 1/2 share  
Jane Pouls, David William Sole and Franklaw Trust Limited as to a 1/2 share

---

**Interests**

Subject to Section 241(2) Resource Management Act 1991 (affects DPS 92191)








**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA51D/690  
**Land Registration District** South Auckland  
**Date Issued** 12 February 1993

**Prior References**

SA22C/952

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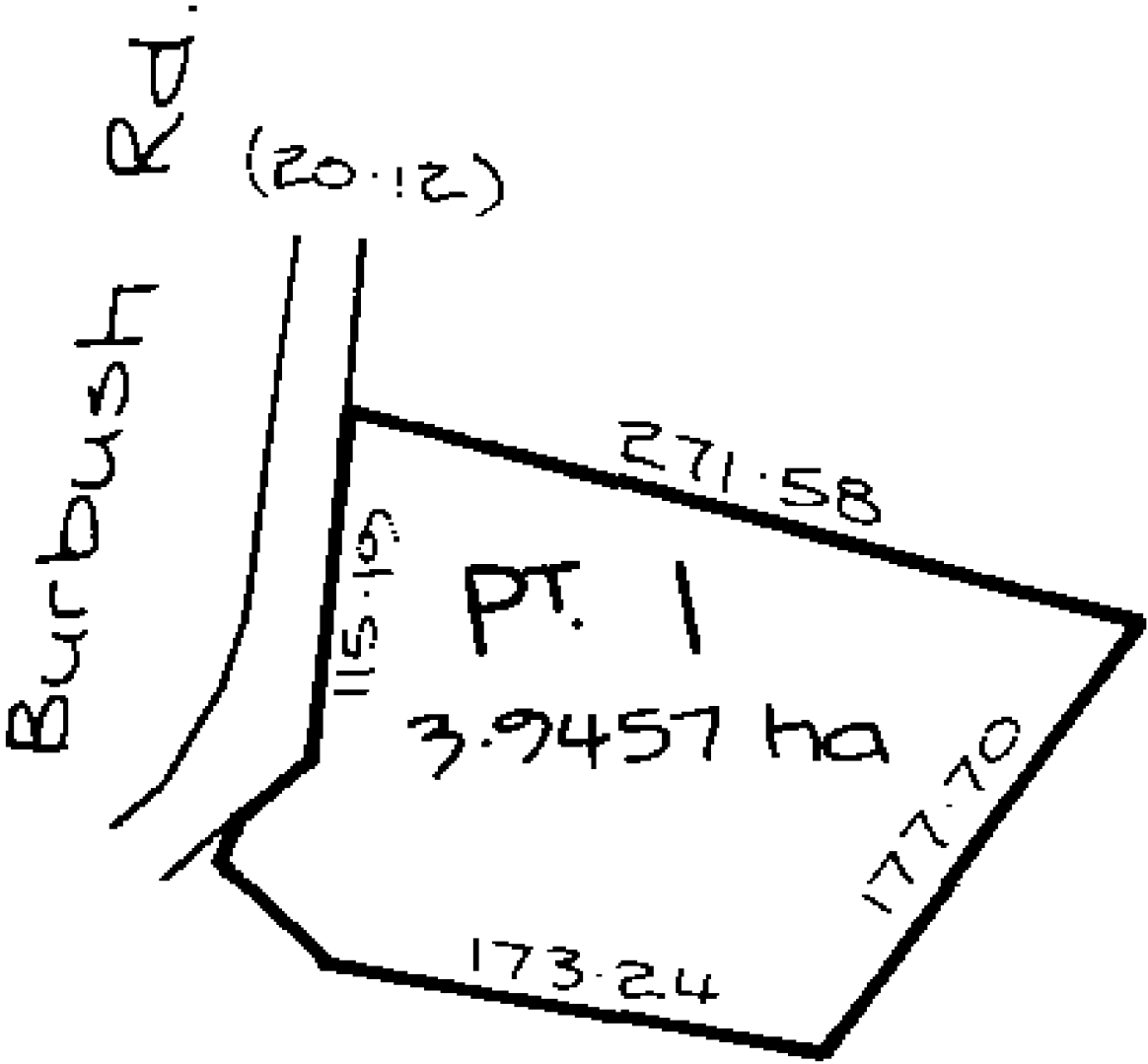
<b>Estate</b>	Fee Simple
<b>Area</b>	3.9457 hectares more or less
<b>Legal Description</b>	Part Lot 1 Deposited Plan South Auckland 18213

**Registered Owners**

Orient Europharma (NZ) Co Limited

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**Interests**





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA25B/65  
**Land Registration District** South Auckland  
**Date Issued** 07 August 1979

**Prior References**

SA698/188

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<b>Estate</b>	Fee Simple
<b>Area</b>	2988 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan South Auckland 26684

**Registered Owners**

Paul Brian Rothery and Susan Margaret Rothery

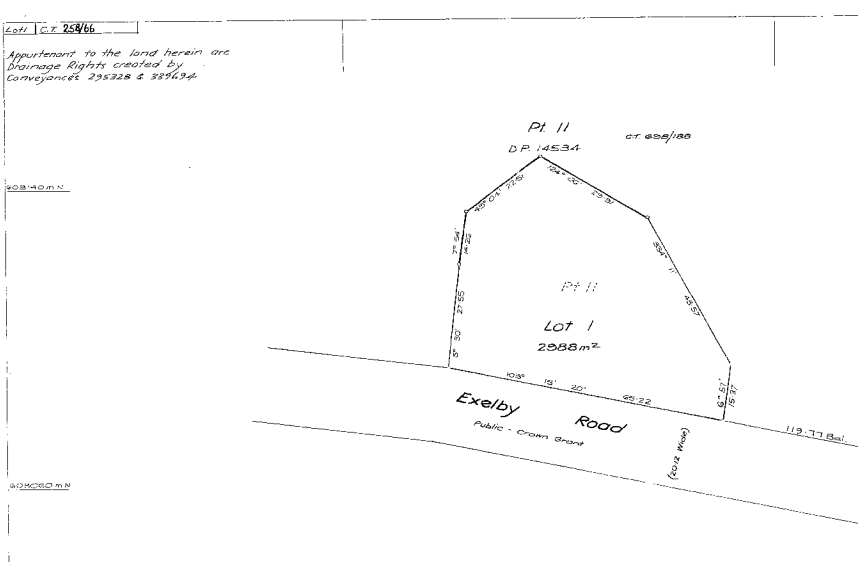
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**Interests**

Appurtenant hereto are drainage rights created by Conveyance 295328 (R 355/88)

Appurtenant hereto are drainage rights created by Covenant 339694 (R 446/405)

5785866.4 Mortgage to (now) Westpac New Zealand Limited - 4.11.2003 at 9:00 am

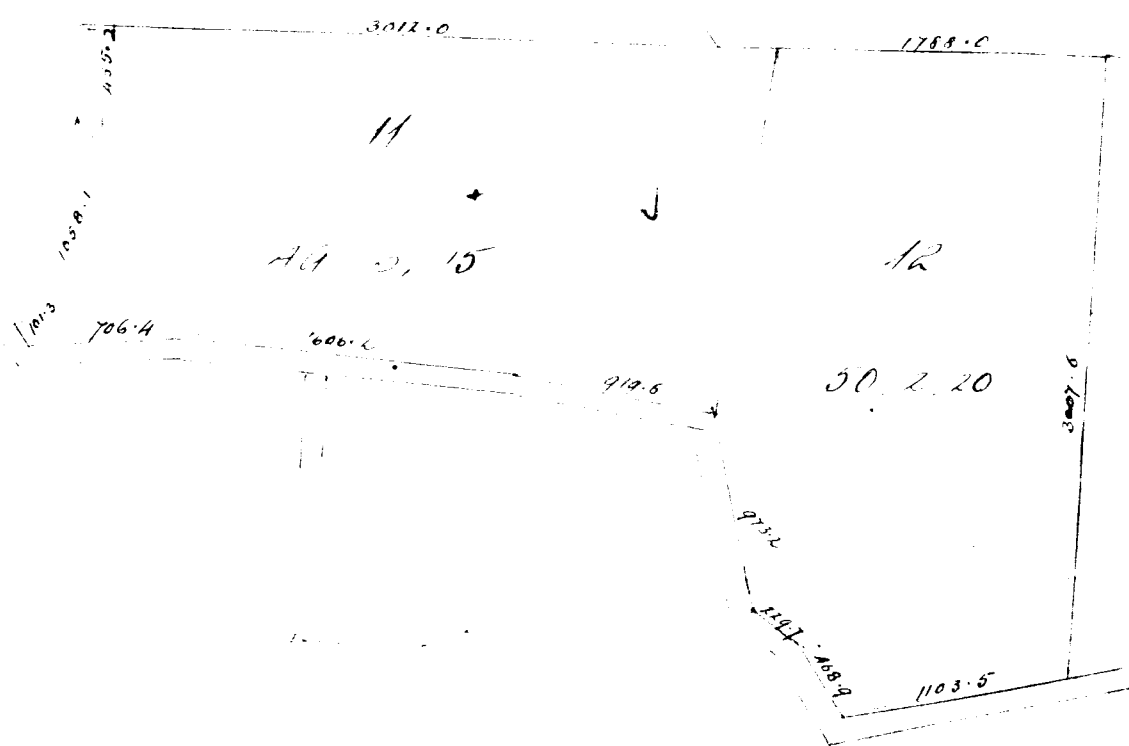
<p>Lot I C.T. 258/65</p> <p>Appurtenant to the land herein are Drainage Rights created by Conveyances 295228 &amp; 389694.</p>		<p>Certified subdivision complies with operative subterficial scheme and consent given. Dec. H. 232786</p> <p><i>Howe</i> 16/10/78 County Clerk</p> <p>Approval <i>Howe</i> 16/10/78 C.A. Ker R.A. Ker</p>	
		<p>Datum: Old Cockatohol Mr. Eden Circuit Co-ordinates Origin Mr. Eden 700,000 m N 300,000 m E</p>	
<p>303400 m N</p>		<p>Total Area 2988m² Comprised in C.T. 258/65 Pt</p>	
<p>303400 m N</p>		<p>I, Charles Joseph Peter Howe of Hamilton Registered Surveyor and holder of an annual practicing certificate hereby certify that this plan has been made from surveys effected by me or under my direction that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act 1908</p>	
<p>303400 m N</p>		<p>Dated at Hamilton this 28th day of May 1978 Signature <i>Howe</i></p>	
<p>303400 m N</p>		<p>Field Book 9 279 p. 356 Traverse Book 921 p. 208 Reference Plans C.P. 145234, D.P.S. 11240</p>	
<p>303400 m N</p>		<p>Examined <i>A. J. Brown</i> County Clerk</p>	
<p>303400 m N</p>		<p>Approved as to Survey 18 5 79 <i>Howe</i> Chief Surveyor</p>	
<p>303400 m N</p>		<p>Deposited this 7th day of June 1978 18 6 78 <i>Howe</i> Land Registrar</p>	
<p>303400 m N</p>		<p>LOCAL AUTHORITY WAIPA COUNTY Surveyed by M. PHERSON &amp; GOODWIN Scale 1:500 Date MAY 1978</p>	
<p>303400 m N</p>		<p>LAND DISTRICT SOUTH AUCKLAND SURVEY BLY &amp; DIST. XVI NEWCASTLE VIMS 261 SHEET No. S14/33</p>	
<p>303400 m N</p>		<p>Lot I being subdivision Pt Lot II D.P. 14534 being Pt. Allot 215 Pukete Psh.</p>	



Ball & Spaight  
per J. S. Bent  
11/5/21

13

1A



8/11

other part of said lot Two on Plan C 97 Three thousand and seven and six tenths  
links, towards the South and West by a road One thousand one hundred and  
three and five tenths links, Four hundred and sixty eight and nine tenths links  
Two hundred and twenty nine and seven tenths links, Nine hundred and seventy-  
three and two tenths links, Nine hundred and nineteen and six tenths links,  
One thousand six hundred and six and two tenths links, Seven hundred and  
sixty six and four tenths links, One hundred and one and three tenths links, One  
thousand and fifty eight and one tenth links and Four hundred and fifty five  
and two tenths links. Be all the said several enclosures a little more or  
less as delineated by the plan drawn hereon enclosed Together with all the rights  
and appurtenances thereto belonging To Hold the same unto the Purchasers  
their executors administrators and assigns forever as tenants in common in equal  
shares Provided Always and it is hereby mutually covenanted agreed and declared  
by and between the parties hereto that the ditches or adjoining or adjacent to  
the boundaries of the said piece of land hereby conveyed and the adjoining lands  
of the Vendor shall at all times be kept clean and in good repair and condition  
by the Vendor and the Purchasers and their respective executors administrators and  
assigns being the owners and occupiers for the time being of the lands adjoining  
or adjacent to the same who derive benefit therefrom and such owners shall  
pay the cost thereof in equal shares (that is to say One half by the Vendor and  
one half by the Purchasers) or provide the labour and plant necessary for

that purpose in equal shares as aforesaid and if any such owner shall fail or neglect for fourteen days after written notice calling upon him to join in the clearing out or repair of any such drain has been delivered or left at his dwelling or posted to him at his usual address in the ordinary course of post from the person to whom he has so the said work and recover half the cost from the person to whom he has given such notice. Provided Further that the Purchasers their executors administrators and assigns the owners and occupiers for the time being of the said piece of land hereby conveyed and of every part thereof shall be and lawfully are and free of charge to drain and discharge water from all drains now or hereafter in or around or adjoining the said land piece of land or any part thereof into the drains and streams joining the said land piece of land and to the free and uninterrupted flow and passage of the said water through the said drains and streams to the main outlet drain from the Vendor's lands and such last mentioned streams and drain shall be kept properly cleaned out and in good order and undisturbed by the Vendors their executors administrators and assigns (the owners for the time being of the land adjoining the same) at their own expense and in the event of their failing so to do aforesaid it shall be lawful for the Purchasers their executors administrators and assigns the owner or owners for the time being of the said land hereby conveyed or any part thereof to enter upon the said land or any part thereof and the adjoining streams and drains flow and clean out the same and to remove the cost thereof from such owner or owners for the time being and to recover the cost thereof from such adjoining owner or owners. And it is further agreed and declared that inasmuch as the boundaries of the said land are not clearly defined by any fences or other means and as fences are erected along or across such drains and fences shall be deemed to be boundary fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. It is further declared however that the occupation of land between the centre of the drains and such fences shall not be deemed adverse possession thereof as against the owner or owners of the land. And it is hereby agreed and declared that the provisions implied in consequence by Subsection (d) of section 56 of the Property Law Act 1908 shall be applied again against the Vendors and shall include the following deeds and documents numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179668, 183045, 183046, 222489, 183424, 256551, 72159, 2190, 2215, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 210735, 222488, 258015, 258016 and Reconveyance of 258016 and it is further declared for the purposes of the said proviso that the same shall be deemed to be (Number two) inclusive. An agreement in writing was entered into between the parties in respect of the foregoing transactions.

In Witness Whereof these presents have been executed.  
Signed by the said Joshua Mathers }  
In the presence of } Jos. Mathers

Signed by the said Charles Albert }  
Loughran by his Attorney Edward } Jos. Mathers  
James Meers acting under and by }  
virtue of a Deed Poll a Power of }  
Attorney dated the 23rd day of }  
July 1920 deposited in the Land }  
Transfer Office at Auckland as }  
Number 4064 in the presence of }  
H. P. Gray Solicitor Hamilton

I, Edward James Meers of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written deed in the name and on behalf of Charles Albert Loughran of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23rd day of July 1920 One thousand Nine hundred and Twenty under the hand of the said Charles Albert Loughran and deposited in the Land Transfer Office at

Stamp 3/- £/s 6/12/20

Auckland as Number 4864 And that I have not received any notice or information of the  
 revocation of such power by death or otherwise

And I make this solemn declaration conscientiously believing the same to be true and by  
 virtue of the provisions of the Statutes of the Peace Act 1908.

Declared at Hamilton this sixth day of

December 1920 Before me

W. P. Gray,

E. J. Meay  
 Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .



the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

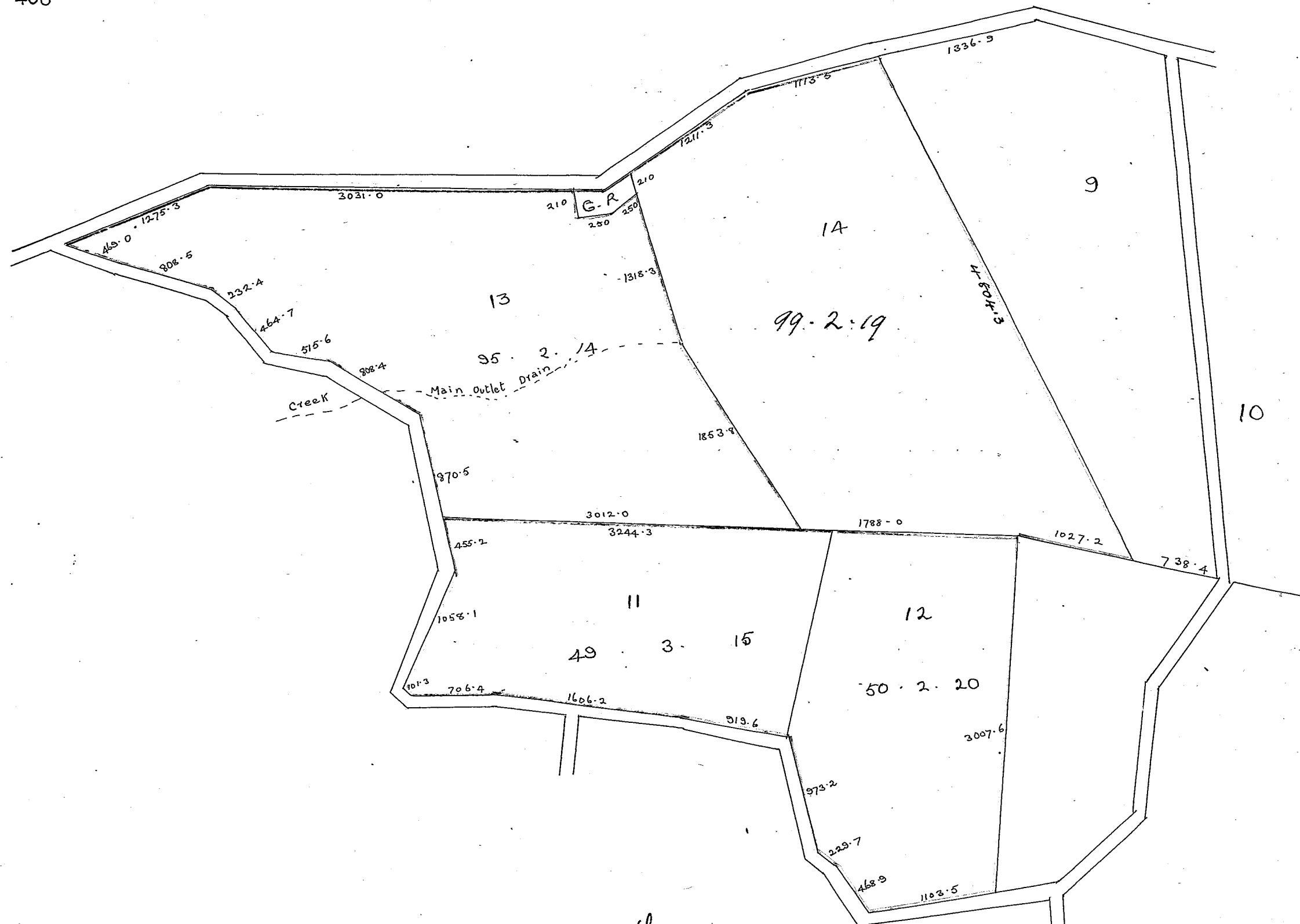
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:


A. M. Hume Pro Richardson





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA55B/968  
**Land Registration District** South Auckland  
**Date Issued** 19 December 1994

**Prior References**

SA41A/398 SA51B/261

---

<b>Estate</b>	Fee Simple
<b>Area</b>	5210 square metres more or less
<b>Legal Description</b>	Lot 1-2 Deposited Plan South Auckland 69074 and Lot 1 Deposited Plan South Auckland 46587

**Registered Owners**

Gae Heang Kim

---

**Interests**

Subject to Sections 241 & 242 Resource Management Act 1991

Appurtenant hereto is a drainage right created by Conveyance 295405 (R355/98)

Subject to a drainage right created by Conveyance 295405 (R355/98)

Appurtenant hereto is a drainage right created by Covenant 339694 (R446/405)

Subject to a drainage right created by Covenant 339694 (R446/405)

Appurtenant hereto is a water right created by Transfer S118449

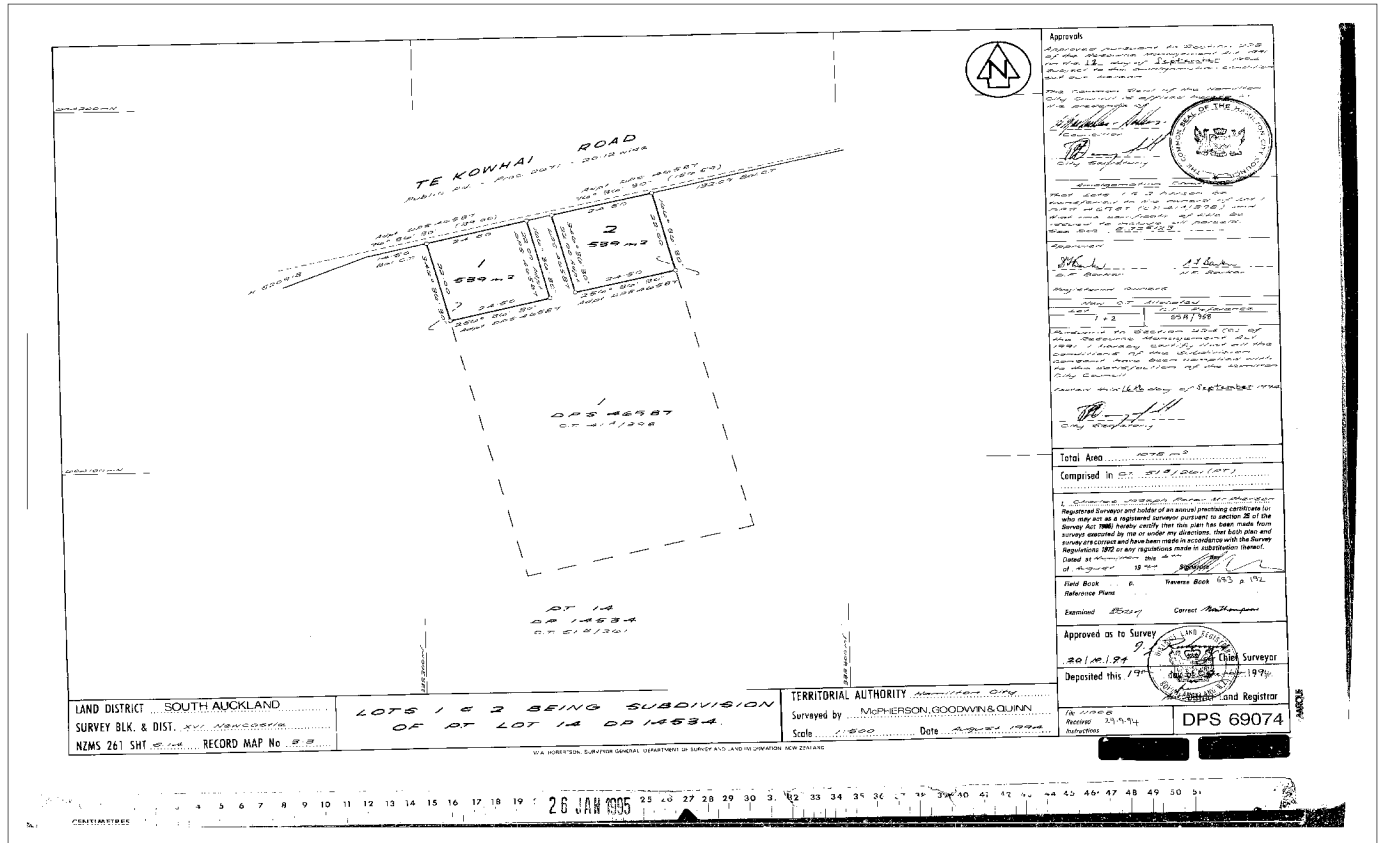
Appurtenant hereto is a right to convey water created by Transfer B105602.7 (affects Lots 1 and 2 DPS 69074)

Fencing Covenant in Transfer B246630.1 - 19.12.1994

11060227.4 Mortgage to Westpac New Zealand Limited - 24.4.2018 at 5:31 pm







**295405 -** Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 N.A. Nelson Acting Deputy Registrar @ 311/537 A11522 Dated 6<sup>th</sup>  
 December 1920 Joshua Mathers & Son to Herbert William Sly Conveyance  
 of lot 14 of outdivison of lot 2 of part allotment 215 Parish of Pukekohe 311/537  
 MacDiarmid Shewan and Gray Executors Hamilton. Stamp £40/1/- & Jan 21 Ackd.

This Deed made the sixth day of December One thousand nine hundred  
 and twenty Between Joshua Mathers of Hamilton Farmer and  
 Charles Albert Houghman of Palmerston North Solicitor (hereinafter called  
 the Vendors) of the one part and Herbert William Sly of Le Rapu Farmer  
 (hereinafter termed the Purchaser) of the other part Witnesseth that for  
 consideration of the sum of Three thousand nine hundred and eighty four  
 pounds paid by the Purchaser to the Vendors (the receipt of which sum is  
 hereby acknowledged) the Vendors do and each of them doth hereby convey

3rd & 4th  
 per J. & B. Burt  
 11/5/21



fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. Provided However that the occupation of land between the centre of the drains and such fences shall not be deemed a derogation thereof against the owner of any such land. And it is hereby Agreed and Declared that the covenants imposed in Conveyances by Sub-section (d) of Section 56 of The Property Law Act 1908 shall be applied herein against the Vendee and shall include the following deeds and documents Numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179872, 183045, 183046, 222489, 183424, 256551, 192189, 192190, 208980, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488, 258015, 258016 and Reconveyance of 258016. And it is further Declared for the purposes of the duty payable under The Finance Acts 1915 to 1918 (Number Two) inclusive that no agreement in writing was entered into between the parties in respect of the foregoing transaction.

In Witness Whereof the presents have been executed.  
Signed by the said Joshua Mathers  
In the presence of

Joe Mathers  
Signed by the said Charles Albert Loughnan by his  
Attorney Edward James Mears acting under and by  
virtue of a Deed Poll a Power of Attorney dated the 23<sup>rd</sup>  
day of July 1920 deposited in the Land Transfer Office  
at Auckland as Number 4864 in the presence of  
H. P. Gray Solicitor Hamilton.

C. A. Loughnan  
by his Attorney  
E. J. Mears

Stamp 3/ 6/12/20 Lfm.  
Edward James Mears of Hamilton in the Provincial District of Auckland  
Solicitor do solemnly and sincerely declare that I have executed the above-written  
Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North  
Solicitor. named therein under and by virtue of a Power of Attorney dated the 23<sup>rd</sup>  
day of July One thousand nine hundred and twenty signed the hand of the said  
Charles Albert Loughnan and deposited in the Land Transfer Office at  
Auckland as Number 4864 And that I have not received any notice or information  
of the revocation of such power by death or otherwise.  
And I make this solemn declaration believing conscientiously believing the  
same to be true and by virtue of the provisions of The Justices of the Peace Act 1908  
Declared at Hamilton this sixth day  
of December 1920 Before me  
H. P. Gray A Solicitor of the Supreme Court of New Zealand.





339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ... William Richards Shattock is the owner in fee simple of the land more particularly described in the.. Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers. And whereas the said lands are not within the jurisdiction of any drainage district nor under the ... control of any Drainage Board and whereas the main outlet drain which carries off water from the .... lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the said William Richards Shattock described in the third schedule hereto in the approximate position ... indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ... such portion of the main outlet drain as runs through the land of the said William Richards Shattock. shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time and at all times thereafter keep the same clean free and unobstructed to its full depth and in good order condition and repair Provided however that in the event of the sides of the said drain falling in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of the said drain Provided further that upon any such damage occurring to the said drain the said ..... William Richards Shattock shall immediately upon the same being ascertained notify the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers thereof and in the event of their failing for seven days to repair such damage it shall be lawful for the said William Richards Shattock to repair the same and recover the cost of so doing from the said .... William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the .... said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary for such fence the said William Richards Shattock shall supply all wire and staples necessary and the said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence.. The said William Richards Shattock shall maintain the said fences in good order condition and repair at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and doth hereby guarantee and become and made himself personally responsible to the said William Richards Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

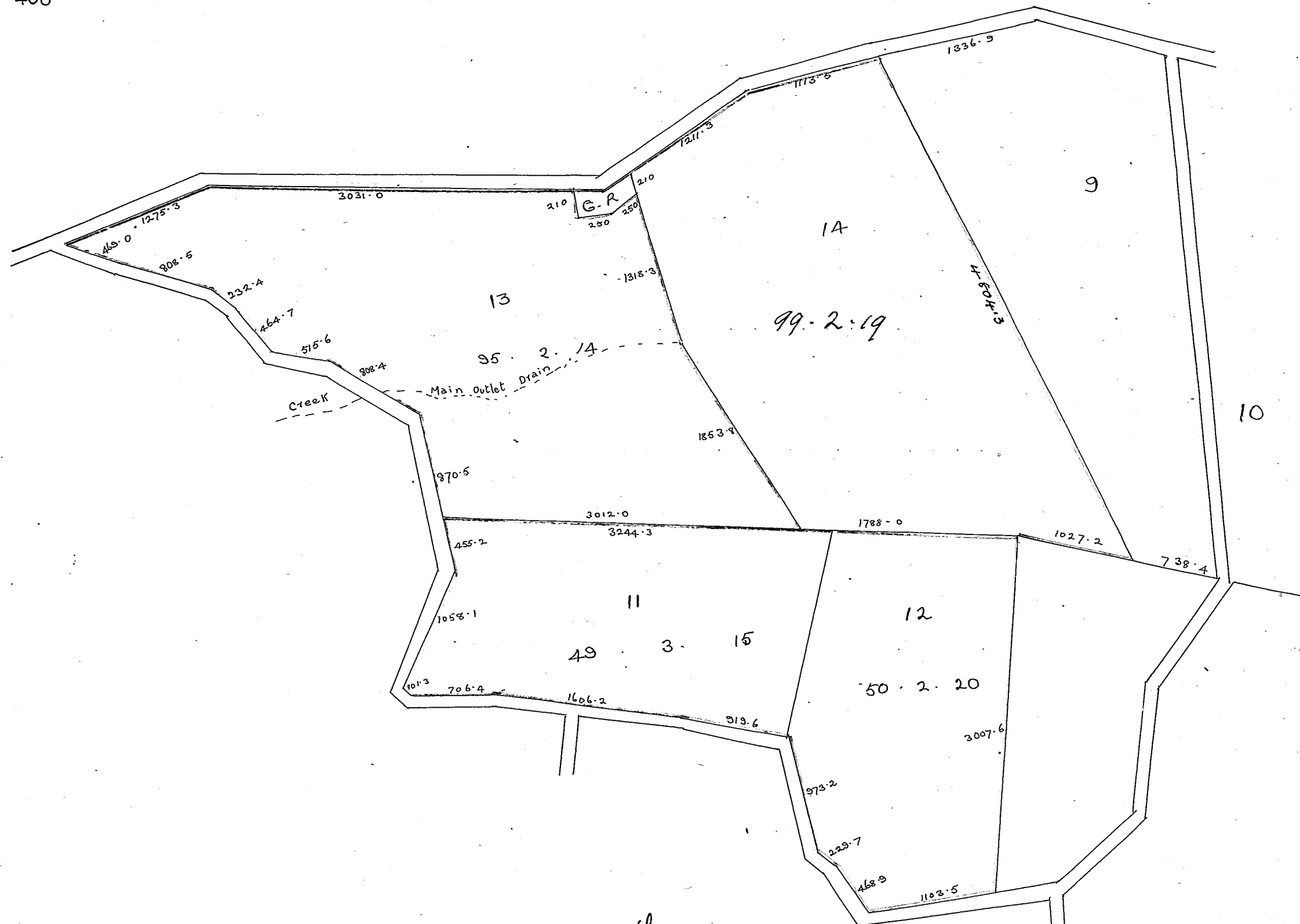
SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.





Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:

A. M. Hume Pro Richardson



B105602.7 TE

Approved by the District Land Registrar, South Auckland. H. 310733

New Zealand

## MEMORANDUM OF TRANSFER

DUGALD FERGUSON BARKER of Whatawhata, Farmer, and NOELINE FRANCES BARKER, his wife (hereinafter called 'the Transferors')

~~TRANSFER OF LAND~~  
~~AGREEMENT~~  
S. 2596-8 7 92  
S. 56-88 8 7 92  
Deputy Commissioner of Inland Revenue

registered as the proprietor of an estate in fee simple as tenants-in-common in equal shares

subject however, to such encumbrances, liens and interests as are notified by memoranda underwritten or enclosed

hereon, in all those pieces of land situate in the Land Registration District of South Auckland containing FIRSTLY 20,000 hectares

be the same a little more or less being Lot 1 on Deposited Plan S. 62873 being part Allotment 215 Parish of Pukete and being all of the land contained and described in Certificate of Title Volume Folio (South Auckland Registry)

TOGETHER WITH AND SUBJECT TO: Drainage Easements contained in Conveyance No. 295405 (R.355/98) and Covenant 339694 (R.446/405)

TOGETHER WITH: The Water Easement created by Transfer S.118449 and SUBJECT TO: Compensation Certificate H.434217 (called 'the firstly described land')

AND SECONDLY 19.7781 hectares more or less being part Lot 14 on Deposited Plan 14534 being part Allotment 215 Parish of Pukete and being all of the land contained and described in Certificate of Title, Volume Folio (South Auckland Registry)

TOGETHER WITH AND SUBJECT TO: Drainage Easements contained in Conveyance No. 295405 (R.355/98) and Covenant 339694 (R.446/405)

TOGETHER WITH: The water Easement created by Transfer S.118449 and SUBJECT TO: Compensation Certificate H.434217 (called 'the secondly described land')

AND WHEREAS by an Agreement for Sale and Purchase dated the 2nd day of October 1991 the Transferors agreed to sell and JOAN WALLING of Hamilton, Farmer, (hereinafter called 'the Transferee') has agreed to purchase the firstly described land for the sum of THREE HUNDRED & FORTY THOUSAND DOLLARS (\$340,000.00) paid by the Transferee to the Transferors THE TRANSFERORS DO HEREBY TRANSFER to the Transferee all their estate and interest in the firstly described land PROVIDED HOWEVER and it is hereby agreed and declared that the Transferors DO HEREBY RESERVE unto themselves the Transferors their executors administrators and assigns or other the owner or owners occupier or occupiers for the time being of the secondly described land the right with his her or their tenants servants agents workmen licensees and invitees to have the full free and uninterrupted right liberty privilege and authority for all time hereafter to take convey and lead

~~IN CONSIDERATION of the sum of~~

~~(which sum includes \$===== for chattels)~~

~~paid to~~

~~(the receipt of which sum is hereby acknowledged) DO===== HEREBY TRANSFER to the said~~

~~all~~

~~estate and interest in the said piece~~

~~of land above described~~

water in free and unimpeded flow (except during any periods of necessary cleansing and renewing and or repairing) along and through that part of the firstly described land being the area marked 'A' on the said Deposited Plan S.62873 in accordance with the following rights and conditions:

- (1) The Transferors shall have the right to conduct the said water along the aforesaid area marked 'A' by pipes on or under such land to the boundary between firstly described land and the secondly described land.
- (2) To take and convey such water from the supply to the firstly described land by means of the existing pipes or any pipe or pipes substituted therefor which are now or hereafter to be situated on the firstly described land for the purpose of obtaining water from the bore in respect of which the firstly described land has rights to take convey and lead water under and by virtue of Memorandum of Transfer S.118449.
- (3) The full free right and liberty from time to time and at all reasonable times hereafter to enter upon the land marked 'A' aforesaid on the firstly described land by themselves or their agents servants or workmen and with all necessary tools and implements for the purpose of cleaning repairing renewing or inspecting the said pipes and so far as the same shall reasonably be necessary in connection with the rights hereby reserved so far as the same shall reasonably be necessary for the purpose of breaking up the surface of such land provided that the person exercising such right shall cause as little damage as possible to the surface of the land upon which such work is carried out and will replace the same as nearly as possible to its former condition.
- (4) The Transferee and her executors administrators and assigns and other registered proprietors for the time being of the firstly described land and her or their tenants or other occupiers shall not nor will do anything whereby the free and unimpeded flow of water through the said pipe or pipes will in any way be interrupted or restricted provided always that nothing hereinbefore contained is intended to or shall restrict the rights of the Transferee and the registered proprietors of the

Handwritten initials and marks, including "JW" and a large "X" or "Z" shape.

ORDER OF LAND VALUATION TRIBUNAL

In the Land Valuation Tribunal  
WAIKATO

No. LVP 526/91

IN THE MATTER of an application  
under the Land Settlement Promotion  
and Land Acquisition Act 1952 for  
consent to a SALE of land

**BETWEEN** DUGALD FERGUSON BARKER and NOELINE FRANCES BARKER **Vendor** ~~XXXXXX~~

**and** JOAN WALLING **Purchaser** ~~XXXXXX~~

BEFORE THE WAIKATO LAND VALUATION TRIBUNAL

On the application of Dugald Ferguson BARKER

for consent to a sale of land

In respect of the land described in the schedule hereto

**IT IS ORDERED** that consent of the Waikato Land Valuation Tribunal  
be granted pursuant to Part II ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of  
the Land Settlement Promotion and Land Acquisition Act 1952

SCHEDULE

20 hectares approximately being the area outlined in red on the plan in the annexed  
copy of Agreement and being a subdivision of part Lot 14 on Deposited Plan 14534  
being part Allotment 215 Parish of Pukete and being part of the land contained in  
Certificate of Title Volume 41A Folio 399 South Auckland Registry Copy of  
Certificate of Title 41A/399 annexed.

Dated at HAMILTON this 15th day of

November

19 91

  
(Deputy) Registrar

Solicitors: Tompkins Wake, Solicitors, P O Box 258, HAMILTON

S P Williams, Solicitors, P O Box 19224, HAMILTON

R.55(2)

NOTICE OF ORDER GRANTING UNCONDITIONAL CONSENT UNDER SECTION 26  
OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952

On reading the application referred to overleaf the Waikato Land Valuation Tribunal is satisfied that the application should be granted, and has made an order dated the 15th day of November 19 91 consenting, pursuant to Part II ~~(xxxxxxPart IIxxxxxxPart IIxxxxxxPart IIxxxxxx)~~ of the Land Settlement Promotion and Land Acquisition Act 1952, to the transaction in accordance with the transaction without calling on the applicant or hearing evidence.

Date of Agreement: 2 October 1991

The land is situated in the County of Hamilton City Council

<u>CONSIDERATION:</u>		
\$	c	
332,000	00	(Land)
8,000	00	(Stock & Chattels - if shown in agreement)
<hr/>		
340,000	00	Plus GST (if any)
<hr/>		

~~PLEASE DETAIL ALL xxxxxxxxx Amounts xxxxxxxxx~~

  
(Deputy) Registrar

firstly described land and her or their tenants to the natural and reasonable use of the water for all reasonable purposes in connection with the use and enjoyment of the first described land.

- b  
X
- (5) That the cost from time to time of any necessary cleaning renewing and or repairing of the bore the pumping apparatus and pipes and the charges payable for electricity used in connection therewith in respect of the supply of water from the servient tenement under and by virtue of Transfer S.118449 shall be borne and paid for by the registered proprietors for the time being of the firstly described land and the secondly described land in equal shares.

TO THE INTENT that the right to convey water hereinbefore reserved shall be forever appurtenant to the secondly described land and all parts thereof for all purposes connected with the use occupation and enjoyment thereof.

- (6) In the event of any dispute arising as to any matter herein or as to the responsibility for any damage or as to the proportion of the costs to be borne by any party from time to time liable or entitled hereunder or as to any matter or thing affecting these presents such dispute shall be referred to the arbitration of one person if the parties so in dispute shall agree upon one and in the event of the parties failing to agree upon one then to the arbitration of persons one to be appointed by each party to the dispute and their umpire to be appointed before entering upon the arbitration and every such reference shall be an arbitration under the provisions of the Arbitration Act 1908 and its amendments or any Act for the time being in force enacted in substitution therefore.

AND IT IS HEREBY FURTHER AGREED AND DECLARED by and between the Transferors and the Transferee that the Transferors shall not be liable to contribute towards the cost of or assist in the erection or maintenance of any boundary or dividing fence between the land firstly described and the land secondly described but this proviso is intended for the benefit of the Transferors only and shall not enure for the benefit of any other person or persons.

JFK.  
17/5  
J.W.  
②

IN WITNESS WHEREOF these presents have been executed this

day of

May

One thousand nine hundred and ninety-two.

SIGNED by the abovenamed DUGALD FERGUSON  
BARKER and NOELINE FRANCES BARKER  
in the presence of

D. Barker N.F. Barker

Witness: .....

W. Barker

Occupation: .....

Domestic

Address: .....

Hamilton

SIGNED by the abovenamed JOAN  
WALLING in the presence of:

J. Walling

Witness: .....

W. Barker

Occupation: .....

Domestic

Address: .....

Hamilton

No.

# TRANSFER

Correct for the purposes of the Land Transfer Act.

Solicitor for Transferee/s.

DUGALD FERGUSON BARKER &  
NOELINE FRANCES BARKER..... Transferor

JOAN WALLING..... Transferee

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

Solicitor for the Purchaser  
or Lessee

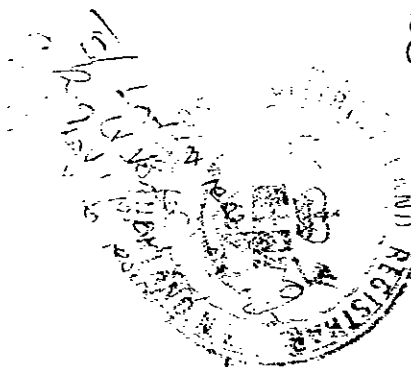
Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

.....  
Assistant La  
of 1

S.P. WILLIAMS  
SOLICITOR  
HAMILTON.

HAMILTON DISTRICT LAW SOCIETY

11.12 01.00T92 B 105602.7  
PARTICULARS ENTERED IN THE  
LAND REGISTER SOUTH AUCKLAND  
ASST. LAND REGISTRAR  
5/6/260





B 246630.1T

Approved by the Registrar-General of Land Wellington, No. B309403.1/93

## MEMORANDUM OF TRANSFER

DUGALD FERGUSON BARKER of Whatawhata farmer and NOELINE FRANCES BARKER his wife

(herein called "the Transferor") being registered as proprietor of an estate in fee simple as tenants in common in equal shares

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of South Auckland

containing 1078 Square Metres more or less being Lots 1 and 2 Deposited Plan S.69074 and being part of the land comprised and described in Certificate of Title Volume 51B Folio 261

TOGETHER AND SUBJECT TO: Drainage Easements contained in Conveyance 295405 (R.355/98) and Covenant 339694 (R.446/405) APPURTENANT HERETO being Water Easement created by Transfer S.118449 and Right to Convey Water Easement created by Transfer B.105602.7

In Consideration of the sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00)

paid to the Transferor by WILLIAM ROBERT SHANNON of Hamilton sales representative and SUSANNE CATHERINE SHANNON his wife -

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all the Transferor's estate and interest in the said piece or pieces of land.

AND PROVIDED FURTHER the Transferees the said ROBERT WILLIAM SHANNON and SUSANNE CATHERINE SHANNON shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferors the said DUGALD FERGUSON BARKER and \*

In Witness Whereof these presents have been executed this 5<sup>th</sup> day of December 19 94

SIGNED by the Transferor

DUGALD FERGUSON BARKER and  
NOELINE FRANCES BARKER

*D F Barker*  
*N F Barker*

(by the affixing of its common seal)

in the presence of:

*W R Shannon*  
*S C Shannon*

\* NOELINE FRANCES BARKER in respect of the residue of the land contained in Certificate of Title Volume 51B Folio 261.

# MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

D. F. & N. F. BARKER ..... Transferor

R W & S C SHANNON ..... Transferee

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

Assistant / District Land Registrar of the

District of

McKINNON GARBETT & CO.  
SOLICITORS  
HAMILTON

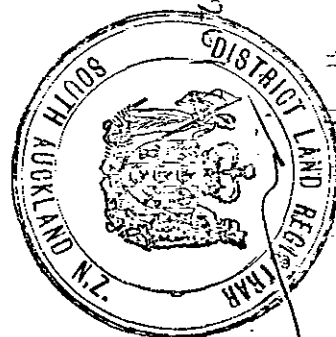
SOLICITOR FOR THE TRANSFEE

I hereby certify that this transaction does not contravene the provisions of Part II A of the Land Settlement Promotion and Land Acquisition Act 1952.

SOLICITOR FOR THE TRANSFEE

I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

SOLICITOR FOR THE TRANSFEE



11.45 19.DEC94 B 246630-1  
PARTICULARS ENTERED IN REGISTER  
AND RECEIVED 30.11.94



5118449 TE



[Approved by District Land Registrar, Auckland, No. 2837]

New Zealand

# Memorandum of Transfer

WHEREAS LEONARD EDWARD MOORE of Hamilton, formerly Contractor but now Farmer (hereinafter referred to as "the Transferor")...  
being registered as the 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 piece of land situate in the Land Registration District of Auckland containing FIFTY ACRES TWO ROODS TWENTY PERCHES ... (50ac. 2r. 20p.) more or less being Lot 12 Deposited Plan 14534 being... part Allotment 215 Parish of Pukete and being all the land in Certificate of Title Volume 1001 Folio 166S Auckland Registry Having appurtenant thereto Drainage Easements contained in Conveyance 295328 (R.355/88) and being subject to the Electricity Agreement registered as No. 26557 and covenant 339694 (R.446/405)/ AND WHEREAS by Memorandum of Agreement

for sale and purchase bearing date the 10th day of December 1956 the Transferor sold the said piece of land to CHRISTOPHER CHARLES PERKINS of Te Rapa Farmer (hereinafter called "the Transferee") at or for the price of £3150.0.0 NOW THIS MEMORANDUM OF TRANSFER WITNESSETH that in pursuance of the said Memorandum of Agreement and in consideration of the

sum of £3150.0.0 paid to the Transferor by the Transferee (receipt whereof is hereby acknowledged) the Transferor DOTH HEREBY TRANSFER to the Transferee all his estate and interest in the said piece of land ... (hereinafter referred to as "the servient tenement") BUT RESERVING NEVERTHELESS to the Transferor his executors administrators and assigns and other the registered proprietor or proprietors from time to time of ALL THAT piece of land situate as aforesaid containing NINETY NINE ACRES ONE ROOD NINETEEN PERCHES (99ac. 1r. 19p.) more or less being Lot 14 Deposited Plan 14534 of part Allotment 215 Parish of Pukete being all the land in Certificate of Title Volume 524 Folio 155 Auckland Registry (limited as to parcels) Subject to Drainage Easements in Conveyance 295405 (R.355/98) and Covenant 339694 (R. 446/405) (hereinafter called "the dominant tenement") and his and their tenants at all times

hereafter in common with the Transferee and other the registered proprietor or proprietors for the time being of the servient tenement and his and their tenants the full free and uninterrupted right and liberty to

~~IN CONSIDERATION of the sum of~~

~~paid to~~=====by=====

~~the receipt of which sum is hereby acknowledged~~

*C.T.*  
*1009/4*  
*C. P. Perkins*  
*L. H. Tim*

~~do hereby transfer the said~~

~~all estate or interest in the said piece of land~~

take convey and lead water in free and unimpeded flow (except during any periods of necessary cleansing and renewing and for repairing) from the bore on the servient tenement as the same is more particularly shown on the plan endorsed hereon by means of the existing pipes and each of them or by any pipe or pipes substituted therefor which pipes are now or ... hereafter to be taken from the said tank and led <sup>EASEMENT</sup> along the lines coloured blue on the said plan to the intent that the same shall forever be appurtenant to the dominant tenement and also the full and free right and .. liberty from time to time and at all reasonable times hereafter to enter upon the servient tenement by himself or his agents servants and workmen and with all necessary tools and implements for the purpose of cleansing repairing renewing or inspecting the said bore and/or pipe or pipes and so far as the same shall reasonably be necessary in connection with the premises to break up the surface of the servient tenement in the vicinity of the said bore and/or pipe or pipes and/or to enter any building standing or being on the servient tenement through which the pipe or pipes may pass PROVIDED FURTHER that the Transferee his heirs executors and administrators and other the registered proprietor or proprietors from time to time of the servient tenement and his and their tenants shall not nor will (except as hereinafter provided) do anything whereby the free and unimpeded flow of water through the said pipe or pipes will in any way be interrupted or restricted PROVIDED ALWAYS that nothing hereinbefore contained is intended to or shall restrict the rights of the Transferee and other the registered proprietor or proprietors of the servient tenement and his and their tenants to the natural and reasonable user of the water from the said bore for all reasonable purposes in connection with the use and enjoyment of the servient tenement PROVIDED FURTHER that the cost from time to time of any necessary cleansing renewing and/or repairing of the said bore pumping apparatus and the charges payable for electricity used in connection therewith pipes/shall be borne and paid for by the registered proprietor for the time being of the dominant tenement PROVIDED ALWAYS AND IT IS HEREBY AGREED AND

~~In Witness whereof these presents have been executed this~~ day of

~~one thousand nine hundred and~~

Signed by the above named

~~as transferor in the presence of~~

22/11/17  
M

DECLARED that the registered proprietor for the time being of the dominant tenement may at any time upon giving to the proprietor for the time being of the servient tenement one month's notice in writing of such his intention surrender the easement created hereby and thereupon such easement shall at the expense of the proprietor of the dominant tenement be extinguished and removed from the titles to the said lands and the proprietor of the dominant tenement shall cease to have any further rights or obligations in respect of the said easement.

IN WITNESS WHEREOF these presents have been executed this *28<sup>th</sup>* day of *February* One thousand nine hundred and fifty-seven (1957).

SIGNED by the abovenamed  
LEONARD EDWARD MOORE as  
Transferor in the presence  
of :-

*Lt Moore*

*R. H. Hamilton*

*Solicitor*

*Hamilton*

AND I ACCEPT THIS TRANSFER -

SIGNED by the abovenamed  
CHRISTOPHER CHARLES PERKINS  
as Transferee in the presence of :-

*C. C. Perkins.*

*W. B. Williams*

*Solicitor*

*Hamilton*

In the Land Valuation Court,  
Hamilton Registry.

No. 56/399

IN THE MATTER of an application under the Servicemen's Settlement and  
Land Sales Act, 1943:

for consent to a sale:

of land

Between Leonard Edward Moore

, Vendor (Lesser),

and Christopher Charles Perkins

, Purchaser (Lessee).

BEFORE THE

*Wackato*

LAND VALUATION COMMITTEE

UPON reading the application of Leonard Edward Moore

for the consent of the Land Valuation Court to the sale

of the land described in the schedule hereto to Christopher Charles Perkins

\* Delete if not  
required.

\* ~~And upon hearing~~

It is ordered that the consent of the Land Valuation Court be granted to the  
transaction \* ~~upon the following conditions~~

#### SCHEDULE

ALL THAT piece of land containing FIFTY ACRES TWO ROODS  
TWENTY PERCHES ( 50 a. 2 r. 20 p.) More or less being  
Lot 12 Deposited Plan 14534 being pt. Allotment 215 ...  
Parish of Pukete being the residue of the land in .....  
Certificate of Title Volume 524 Folio 154 Auckland Registry.

Dated at Hamilton

, this 18<sup>th</sup> day of January, 1957 *ELH*

*E. L. G. G. G.*

(Deputy) Registrar of the Land Valuation Court.

Sealed at the office of the Land Valuation Court

at Hamilton

, this

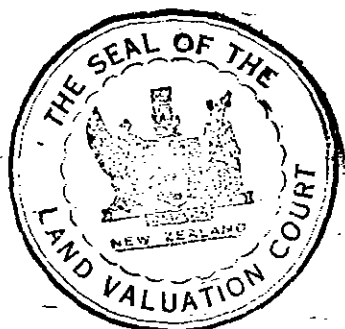
day of

*February*

1957 *ELH*

*E. L. G. G. G.*

(Deputy) Registrar.

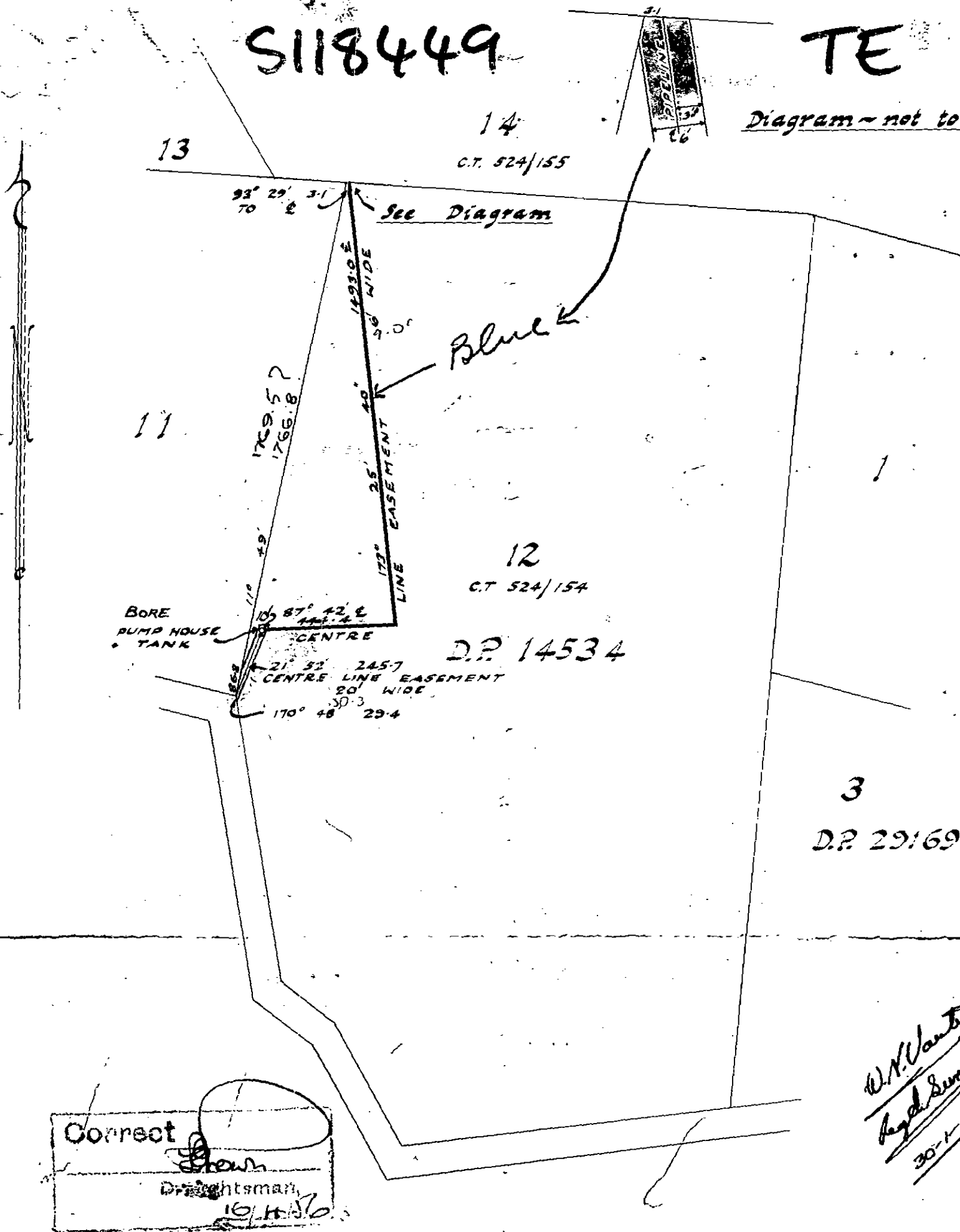


Solicitors for the Applicant: Harkness, Henry & Annan  
Hamilton.

S118449

TE

Diagram ~ not to scale.



Correct

Drawn  
Draughtsman  
16/11/56

Scale: 4 chains to an inch.

XVI NEWCASTLE S.D.

G. C. Pettins  
W. B. Williams  
J. E. Moore  
J. E. Moore

S 118449

## Transfer of

Lot 12  
D.P. 14534  
Pt. Allot. 215

Situatd in P/Pukete

Correct for the purpose of the Land Transfer Act.

L. E. MOORE

Transferor

C. C. PERKINS

Transferee

W B L Williams

Solicitor for the Transferee

Particulars entered in the Registered Book, 1001/166

and 1009/44.

the 11th day of March 1957, at  
9.15 o'clock



Assistant Registrar of the District of Auckland.

Please return to

Powell, Williams &amp; Bowden

29/3/57

3 5 2 10  
S 118449  
C. C. Perkins  
W B L Williams  
Solicitor for the Transferee

DLR

The within diagram is not a mathematical figure. (The bearings and distances do not close)

It is noted that the centre lines of pipes are not drawn in the diagram for two of the lines and the definitions of these two lines may not be the centre line of pipes.

The text refers to easement "along the line coloured blue on the said plan" There are no blue lines on the diagram.

The diagram is not correctly drawn at

Nth end as easement if provided, would extend beyond the bounds of Lot 12. Plotting of easement is to be amended accordingly.

The Diagram will remain to be amended to show either (a) boundaries of easement to be shown in relation to Lot 12 or (b) Centre line of easement to be shown in entirety.

15.3.57.

## LAND &amp; DEEDS

Nature: Easement

Firm: R. J. Poole

1 MAR 1957

9.15

2:16-

No. 494

POWELL, WILLIAMS &amp; BOWDEN

SOLICITORS,

HAMILTON.





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA51D/688  
**Land Registration District** South Auckland  
**Date Issued** 12 February 1993

**Prior References**

SA22C/952 SA22C/953

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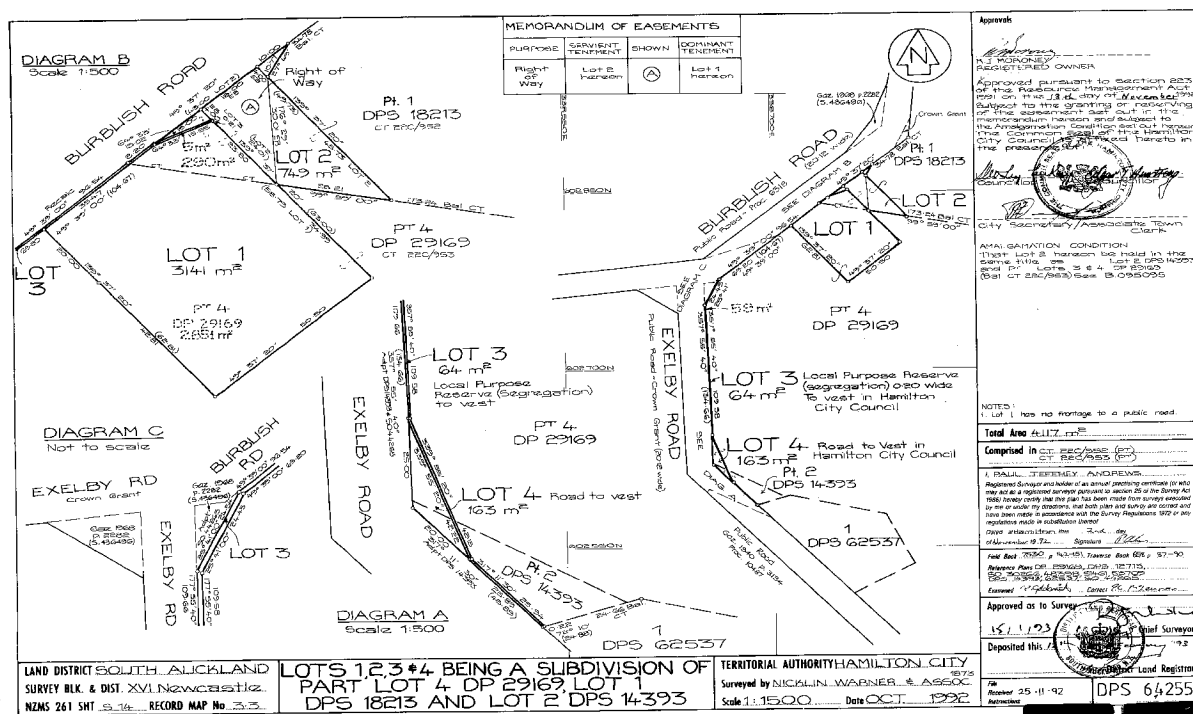
<b>Estate</b>	Fee Simple
<b>Area</b>	3141 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan South Auckland 64255

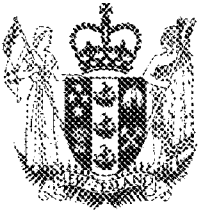
**Registered Owners**

Orient Europharma (NZ) Co Limited

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**Interests**





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



**Identifier** SA55B/968  
**Land Registration District** South Auckland  
**Date Issued** 19 December 1994

**Prior References**

SA41A/398 SA51B/261

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<b>Estate</b>	Fee Simple
<b>Area</b>	5210 square metres more or less
<b>Legal Description</b>	Lot 1-2 Deposited Plan South Auckland 69074 and Lot 1 Deposited Plan South Auckland 46587

**Registered Owners**

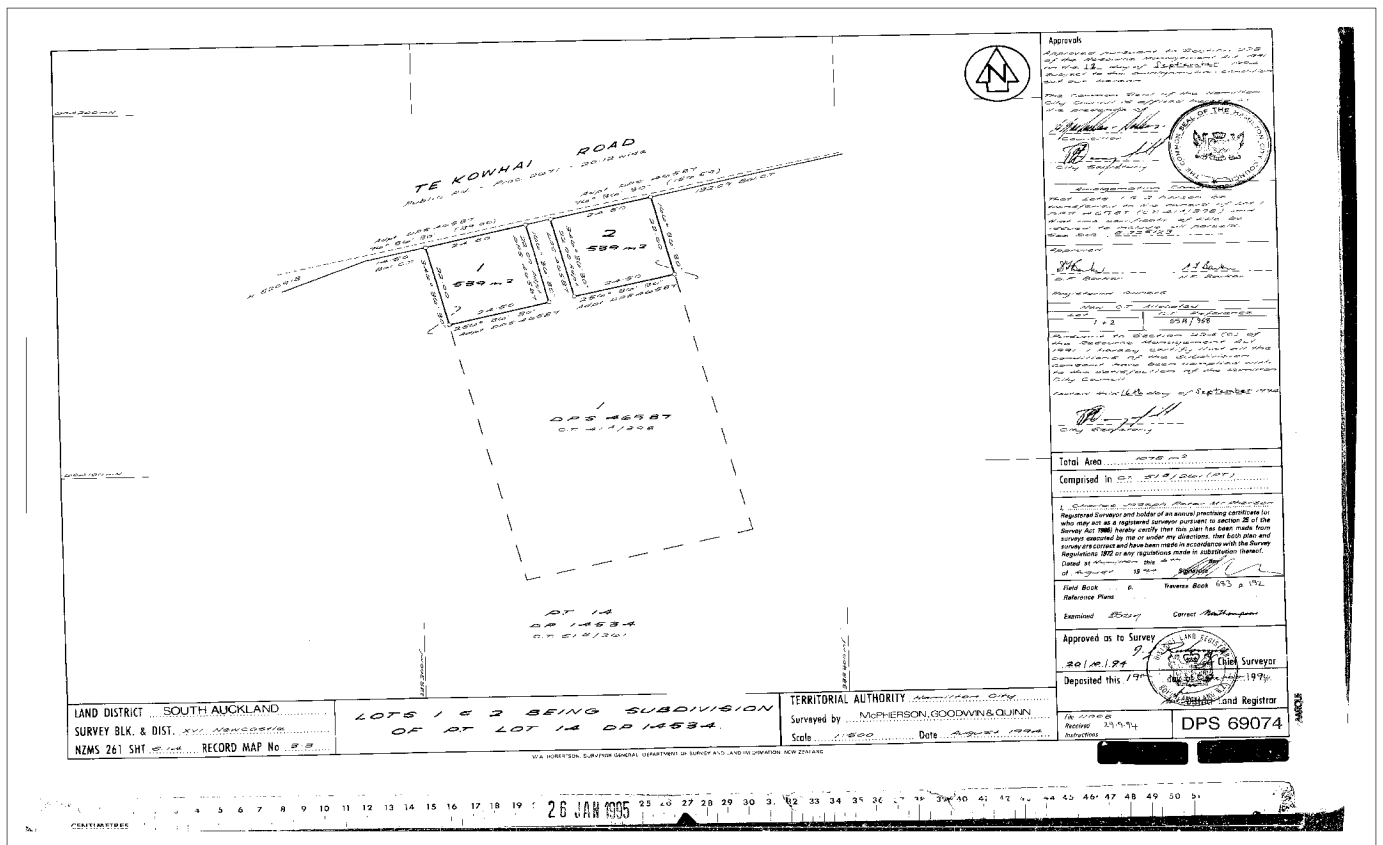
Gae Heang Kim

---

**Interests**

Subject to Sections 241 & 242 Resource Management Act 1991  
Appurtenant hereto is a drainage right created by Conveyance 295405 (R355/98)  
Subject to a drainage right created by Conveyance 295405 (R355/98)  
Appurtenant hereto is a drainage right created by Covenant 339694 (R446/405)  
Subject to a drainage right created by Covenant 339694 (R446/405)  
Appurtenant hereto is a water right created by Transfer S118449  
Appurtenant hereto is a right to convey water created by Transfer B105602.7 (affects Lots 1 and 2 DPS 69074)  
Fencing Covenant in Transfer B246630.1 - 19.12.1994  
11060227.4 Mortgage to Westpac New Zealand Limited - 24.4.2018 at 5:31 pm





**295405 -**

Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 N.A. Nelson Acting Deputy Registrar @ 311/537 A11522 Dated 6<sup>th</sup>  
 December 1920 Joshua Mathers & Son to Herbert William Sly Conveyance  
 of lot 14 of outcrop of lot 2 of part allotment 215 Parish of Pukekohe 311/537  
 MacDiarmid Shewan and Gray Executors Hamilton. Stamp £40/1/- & Jan 21 Ackd.

This Deed made the sixth day of December One thousand nine hundred  
 and twenty Between Joshua Mathers of Hamilton Farmer and  
 Charles Albert Houghman of Palmerston North Solicitor (hereinafter called  
 the Vendors) of the one part and Herbert William Sly of Le Rapu Farmer  
 (hereinafter termed the Purchaser) of the other part Witnesseth that for  
 consideration of the sum of Three thousand nine hundred and eighty four  
 pounds paid by the Purchaser to the Vendors (the receipt of which sum is  
 hereby acknowledged) the Vendors do and each of them doth hereby convey

3rd & 4th  
 per J. & B. Burt  
 11/5/21





fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. Provided However that the occupation of land between the centre of the drains and such fences shall not be deemed a derogation thereof against the owner of any such land. And it is hereby Agreed and Declared that the covenants imposed in Conveyances by Sub-section (d) of Section 56 of The Property Law Act 1908 shall be applied herein against the Vendee and shall include the following deeds and documents Numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179872, 183045, 183046, 222489, 183424, 256551, 192189, 192190, 208980, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488, 258015, 258016 and Reconveyance of 258016. And it is further Declared for the purposes of the duty payable under The Finance Acts 1915 to 1918 (Number Two) inclusive that no agreement in writing was entered into between the parties in regard to the foregoing transaction.

In Witness Whereof the foregoing have been executed.  
Signed by the said Joshua Mathers  
In the presence of

Signed by the said Charles Albert Loughnan by his Attorney Edward James Mears acting under and by virtue of a Deed Poll a Power of Attorney dated the 23<sup>rd</sup> day of July 1920 deposited in the Land Transfer Office at Auckland as Number 4864 in the presence of  
H. P. Grey Solicitor Hamilton.

B. G. Loughnan  
by his Attorney  
E. J. Mears

Stamp 3/ 6/12/20 Lfm.  
Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above-written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor. named therein under and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty signed the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as Number 4864. And that I have not received any notice or information of the revocation of such power by death or otherwise.  
And I make this solemn declaration believing conscientiously believing the same to be true and by virtue of the provisions of The Justices of the Peace Act 1908  
Declared at Hamilton this 23<sup>rd</sup> day  
of December 1920 Before me  
H. P. Grey A Solicitor of the Supreme Court of New Zealand.





339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly .. subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim. to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the . said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the .... mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

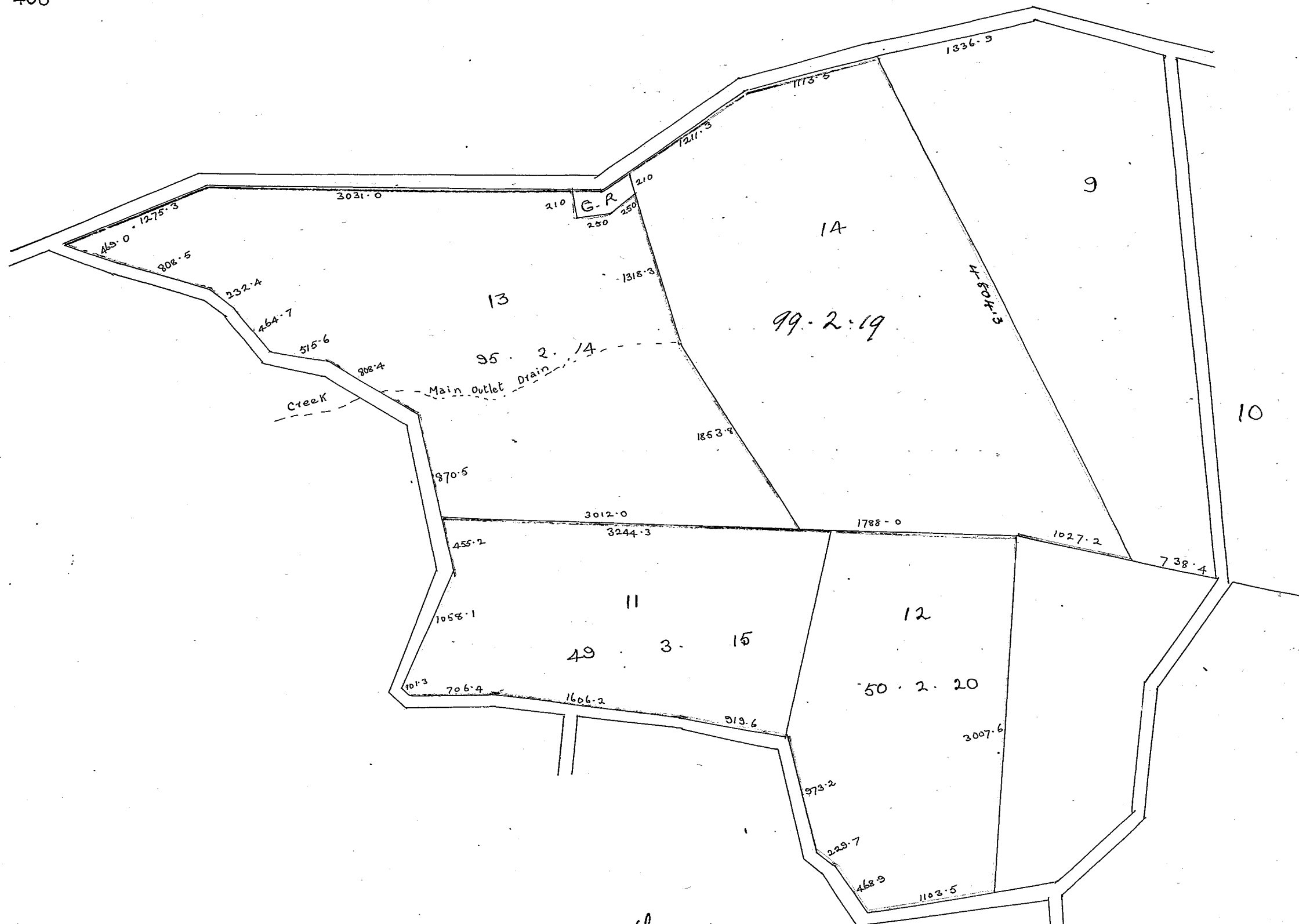
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

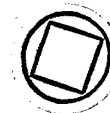
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup>. day of December 1924

WITNESS:

A. M. Hume Pro Richardson



B105602.7 TE

Approved by the District Land Registrar, South Auckland. H. 310733

New Zealand

## MEMORANDUM OF TRANSFER

DUGALD FERGUSON BARKER of Whatawhata, Farmer, and NOELINE FRANCES BARKER, his wife (hereinafter called 'the Transferors')

~~TRANSFER OF LAND~~  
~~AGREEMENT~~  
S. 2596-8 7 92  
S. 5688 8 7 92  
Deputy Commissioner of Inland Revenue

registered as the proprietor of an estate in fee simple as tenants-in-common in equal shares

subject however, to such encumbrances, liens and interests as are notified by memoranda underwritten or enclosed

hereon, in all those pieces of land situate in the Land Registration District of South Auckland containing FIRSTLY 20,000 hectares

be the same a little more or less being Lot 1 on Deposited Plan S. 62873 being part Allotment 215 Parish of Pukete and being all of the land contained and described in Certificate of Title Volume Folio (South Auckland Registry)

TOGETHER WITH AND SUBJECT TO: Drainage Easements contained in Conveyance No. 295405 (R.355/98) and Covenant 339694 (R.446/405)

TOGETHER WITH: The Water Easement created by Transfer S.118449 and SUBJECT TO: Compensation Certificate H.434217 (called 'the firstly described land')

AND SECONDLY 19.7781 hectares more or less being part Lot 14 on Deposited Plan 14534 being part Allotment 215 Parish of Pukete and being all of the land contained and described in Certificate of Title, Volume Folio (South Auckland Registry)

TOGETHER WITH AND SUBJECT TO: Drainage Easements contained in Conveyance No. 295405 (R.355/98) and Covenant 339694 (R.446/405)

TOGETHER WITH: The water Easement created by Transfer S.118449 and SUBJECT TO: Compensation Certificate H.434217 (called 'the secondly described land')

AND WHEREAS by an Agreement for Sale and Purchase dated the 2nd day of October 1991 the Transferors agreed to sell and JOAN WALLING of Hamilton, Farmer, (hereinafter called 'the Transferee') has agreed to purchase the firstly described land for the sum of THREE HUNDRED & FORTY THOUSAND DOLLARS (\$340,000.00) paid by the Transferee to the Transferors THE TRANSFERORS DO HEREBY TRANSFER to the Transferee all their estate and interest in the firstly described land PROVIDED HOWEVER and it is hereby agreed and declared that the Transferors DO HEREBY RESERVE unto themselves the Transferors their executors administrators and assigns or other the owner or owners occupier or occupiers for the time being of the secondly described land the right with his her or their tenants servants agents workmen licensees and invitees to have the full free and uninterrupted right liberty privilege and authority for all time hereafter to take convey and lead

~~IN CONSIDERATION of the sum of~~

~~(which sum includes \$===== for chattels)~~

~~paid to~~

~~(the receipt of which sum is hereby acknowledged) DO===== HEREBY TRANSFER to the said~~

~~all~~

~~estate and interest in the said piece~~

~~of land above described~~

water in free and unimpeded flow (except during any periods of necessary cleansing and renewing and or repairing) along and through that part of the firstly described land being the area marked 'A' on the said Deposited Plan S.62873 in accordance with the following rights and conditions:

- (1) The Transferors shall have the right to conduct the said water along the aforesaid area marked 'A' by pipes on or under such land to the boundary between firstly described land and the secondly described land.
- (2) To take and convey such water from the supply to the firstly described land by means of the existing pipes or any pipe or pipes substituted therefor which are now or hereafter to be situated on the firstly described land for the purpose of obtaining water from the bore in respect of which the firstly described land has rights to take convey and lead water under and by virtue of Memorandum of Transfer S.118449.
- (3) The full free right and liberty from time to time and at all reasonable times hereafter to enter upon the land marked 'A' aforesaid on the firstly described land by themselves or their agents servants or workmen and with all necessary tools and implements for the purpose of cleaning repairing renewing or inspecting the said pipes and so far as the same shall reasonably be necessary in connection with the rights hereby reserved so far as the same shall reasonably be necessary for the purpose of breaking up the surface of such land provided that the person exercising such right shall cause as little damage as possible to the surface of the land upon which such work is carried out and will replace the same as nearly as possible to its former condition.
- (4) The Transferee and her executors administrators and assigns and other registered proprietors for the time being of the firstly described land and her or their tenants or other occupiers shall not nor will do anything whereby the free and unimpeded flow of water through the said pipe or pipes will in any way be interrupted or restricted provided always that nothing hereinbefore contained is intended to or shall restrict the rights of the Transferee and the registered proprietors of the

Handwritten initials and signatures: J.W., J.H., J.B., J.C., J.D., J.E., J.F., J.G., J.H., J.I., J.J., J.K., J.L., J.M., J.N., J.O., J.P., J.Q., J.R., J.S., J.T., J.U., J.V., J.W., J.X., J.Y., J.Z.

ORDER OF LAND VALUATION TRIBUNAL

In the Land Valuation Tribunal  
WAIKATO

No. LVP 526/91

IN THE MATTER of an application  
under the Land Settlement Promotion  
and Land Acquisition Act 1952 for  
consent to a SALE of land

**BETWEEN** DUGALD FERGUSON BARKER and NOELINE FRANCES BARKER **Vendor** ~~XXXXXX~~

**and** JOAN WALLING **Purchaser** ~~XXXXXX~~

BEFORE THE WAIKATO LAND VALUATION TRIBUNAL

On the application of Dugald Ferguson BARKER

for consent to a sale of land

In respect of the land described in the schedule hereto

**IT IS ORDERED** that consent of the Waikato Land Valuation Tribunal  
be granted pursuant to Part II ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of  
the Land Settlement Promotion and Land Acquisition Act 1952

SCHEDULE

20 hectares approximately being the area outlined in red on the plan in the annexed  
copy of Agreement and being a subdivision of part Lot 14 on Deposited Plan 14534  
being part Allotment 215 Parish of Pukete and being part of the land contained in  
Certificate of Title Volume 41A Folio 399 South Auckland Registry Copy of  
Certificate of Title 41A/399 annexed.

Dated at HAMILTON this 15th day of

November

19 91

  
(Deputy) Registrar

Solicitors: Tompkins Wake, Solicitors, P O Box 258, HAMILTON

S P Williams, Solicitors, P O Box 19224, HAMILTON

NOTICE OF ORDER GRANTING UNCONDITIONAL CONSENT UNDER SECTION 28  
OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952

Date of Agreement: 2 October 1991

The land is situated in the County of Hamilton City Council

BASE DETAILS XXXXXXXXXX

(Deputy) Registrār



firstly described land and her or their tenants to the natural and reasonable use of the water for all reasonable purposes in connection with the use and enjoyment of the first described land.

- b
- x
- (5) That the cost from time to time of any necessary cleaning renewing and or repairing of the bore the pumping apparatus and pipes and the charges payable for electricity used in connection therewith in respect of the supply of water from the servient tenement under and by virtue of Transfer S.118449 shall be borne and paid for by the registered proprietors for the time being of the firstly described land and the secondly described land in equal shares.

TO THE INTENT that the right to convey water hereinbefore reserved shall be forever appurtenant to the secondly described land and all parts thereof for all purposes connected with the use occupation and enjoyment thereof.

- (6) In the event of any dispute arising as to any matter herein or as to the responsibility for any damage or as to the proportion of the costs to be borne by any party from time to time liable or entitled hereunder or as to any matter or thing affecting these presents such dispute shall be referred to the arbitration of one person if the parties so in dispute shall agree upon one and in the event of the parties failing to agree upon one then to the arbitration of persons one to be appointed by each party to the dispute and their umpire to be appointed before entering upon the arbitration and every such reference shall be an arbitration under the provisions of the Arbitration Act 1908 and its amendments or any Act for the time being in force enacted in substitution therefore.

AND IT IS HEREBY FURTHER AGREED AND DECLARED by and between the Transferors and the Transferee that the Transferors shall not be liable to contribute towards the cost of or assist in the erection or maintenance of any boundary or dividing fence between the land firstly described and the land secondly described but this proviso is intended for the benefit of the Transferors only and shall not enure for the benefit of any other person or persons.

17/5  
W.  
D

IN WITNESS WHEREOF these presents have been executed this

day of

May

29th  
One thousand nine hundred and ninety-two.

SIGNED by the abovenamed DUGALD FERGUSON  
BARKER and NOELINE FRANCES BARKER  
in the presence of

D. Barker N.F. Barker

Witness: W. Barker

Occupation: Domestic

Address: Hamilton

SIGNED by the abovenamed JOAN  
WALLING in the presence of:

J Walling

Witness: William

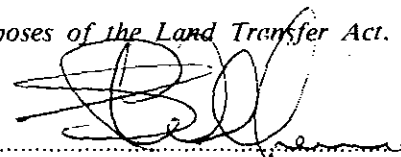
Occupation: Domestic

Address: Hamilton

No.

# TRANSFER

Correct for the purposes of the Land Transfer Act.



Solicitor for Transferee/s.

DUGALD FERGUSON BARKER &  
NOELINE FRANCES BARKER..... Transferor

JOAN WALLING..... Transferee

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.



Solicitor for the Purchaser  
or Lessee

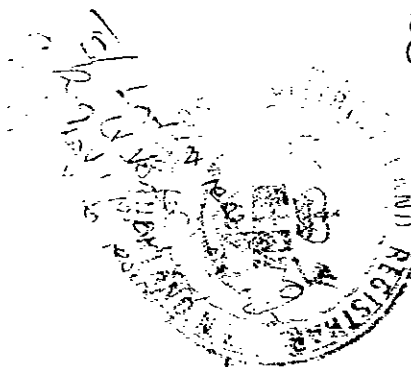
Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

.....  
Assistant La  
of 1

S.P. WILLIAMS  
SOLICITOR  
HAMILTON.

HAMILTON DISTRICT LAW SOCIETY

11.12 01.00T92 B 105602.7  
PARTICULARS ENTERED IN THE  
LAND REGISTER SOUTH AUCKLAND  
ASST. LAND REGISTRAR  
5/6/260



B 246630.1T

Approved by the Registrar-General of Land Wellington, No. B309403.1/93

**MEMORANDUM OF TRANSFER**

DUGALD FERGUSON BARKER of Whatawhata farmer and NOELINE FRANCES BARKER his wife

(herein called "the Transferor") being registered as proprietor of an estate in fee simple as tenants in common in equal shares

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of South Auckland

containing 1078 Square Metres more or less being Lots 1 and 2 Deposited Plan S.69074 and being part of the land comprised and described in Certificate of Title Volume 51B Folio 261

TOGETHER AND SUBJECT TO: Drainage Easements contained in Conveyance 295405 (R.355/98) and Covenant 339694 (R.446/405) APPURTENANT HERETO being Water Easement created by Transfer S.118449 and Right to Convey Water Easement created by Transfer B.105602.7

In Consideration of the sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00)

paid to the Transferor by WILLIAM ROBERT SHANNON of Hamilton sales representative and SUSANNE CATHERINE SHANNON his wife -

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all the Transferor's estate and interest in the said piece or pieces of land.

AND PROVIDED FURTHER the Transferees the said ROBERT WILLIAM SHANNON and SUSANNE CATHERINE SHANNON shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferors the said DUGALD FERGUSON BARKER and \*

In Witness Whereof these presents have been executed this 5<sup>th</sup> day of December 19 94

SIGNED by the Transferor

DUGALD FERGUSON BARKER and  
NOELINE FRANCES BARKER

*D F Barker*  
*N F Barker*

(by the affixing of its common seal)

in the presence of:

*W R Shannon*  
*S C Shannon*

\* NOELINE FRANCES BARKER in respect of the residue of the land contained in Certificate of Title Volume 51B Folio 261.

# MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

D. F. & N. F. BARKER ..... Transferor

R W & S C SHANNON ..... Transferee

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

Assistant / District Land Registrar of the

District of

McKINNON GARBETT & CO.  
SOLICITORS  
HAMILTON

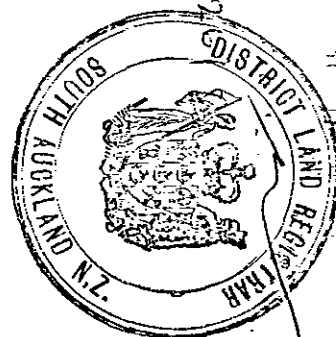
SOLICITOR FOR THE TRANSFEE

I hereby certify that this transaction does not contravene the provisions of Part II A of the Land Settlement Promotion and Land Acquisition Act 1952.

SOLICITOR FOR THE TRANSFEE

I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

SOLICITOR FOR THE TRANSFEE



11.45 19.DEC94 B 246630-1  
PARTICULARS ENTERED IN REGISTER  
AND RECEIVED 30.11.94



S118449 TE



[Approved by District Land Registrar, Auckland, No. 2837]

New Zealand

## Memorandum of Transfer

WHEREAS LEONARD EDWARD MOORE of Hamilton, formerly Contractor but now Farmer (hereinafter referred to as "the Transferor")...  
being registered as the 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 piece of land situate in the Land Registration District of Auckland containing FIFTY ACRES TWO ROODS TWENTY PERCHES ... (50ac. 2r. 20p.) more or less being Lot 12 Deposited Plan 14534 being... part Allotment 215 Parish of Pukete and being all the land in Certificate of Title Volume 1001 Folio 166S Auckland Registry Having appurtenant thereto Drainage Easements contained in Conveyance 295328 (R.355/88) and being subject to the Electricity Agreement registered as No. 26557 and covenant 339694 (R.446/405)/ AND WHEREAS by Memorandum of Agreement

for sale and purchase bearing date the 10th day of December 1956 the Transferor sold the said piece of land to CHRISTOPHER CHARLES PERKINS of Te Rapa Farmer (hereinafter called "the Transferee") at or for the price of £3150.0.0 NOW THIS MEMORANDUM OF TRANSFER WITNESSETH that in pursu-

ance of the said Memorandum of Agreement and in consideration of the

sum of £3150.0.0 paid to the Transferor by the Transferee (receipt whereof is hereby acknowledged) the Transferor DOTH HEREBY TRANSFER to..

the Transferee all his estate and interest in the said piece of land ...

(hereinafter referred to as "the servient tenement") BUT RESERVING .....

NEVERTHELESS to the Transferor his executors administrators and assigns.

and other the registered proprietor or proprietors from time to time of

ALL THAT piece of land situate as aforesaid containing NINETY NINE ....

ACRES ONE ROOD NINETEEN PERCHES (99ac. 1r. 19p.) more or less being Lot

14 Deposited Plan 14534 of part Allotment 215 Parish of Pukete being ...

all the land in Certificate of Title Volume 524 Folio 155 Auckland ...

Registry (limited as to parcels) Subject to Drainage Easements in Con-

veyance 295405 (R.355/98) and Covenant 339694 (R. 446/405) (hereinafter

called "the dominant tenement") and his and their tenants at all times

hereafter in common with the Transferee and other the registered proprie-

tor or proprietors for the time being of the servient tenement and his

and their tenants the full free and uninterrupted right and liberty to

~~IN CONSIDERATION of the sum of~~

~~paid to~~=====by=====

~~the receipt of which sum is hereby acknowledged~~

*C.T.*  
*1009/4*  
*f.e.p. mlt*  
*1/11/57*

~~do hereby transfer the said~~

~~all estate or interest in the said piece of land~~

take convey and lead water in free and unimpeded flow (except during any periods of necessary cleansing and renewing and for repairing) from the bore on the servient tenement as the same is more particularly shown on the plan endorsed hereon by means of the existing pipes and each of them or by any pipe or pipes substituted therefor which pipes are now or ... hereafter to be taken from the said tank and led <sup>EASEMENT</sup> along the lines coloured blue on the said plan to the intent that the same shall forever be appurtenant to the dominant tenement and also the full and free right and .. liberty from time to time and at all reasonable times hereafter to enter upon the servient tenement by himself or his agents servants and workmen and with all necessary tools and implements for the purpose of cleansing repairing renewing or inspecting the said bore and/or pipe or pipes and so far as the same shall reasonably be necessary in connection with the premises to break up the surface of the servient tenement in the vicinity of the said bore and/or pipe or pipes and/or to enter any building standing or being on the servient tenement through which the pipe or pipes may pass PROVIDED FURTHER that the Transferee his heirs executors and administrators and other the registered proprietor or proprietors from time to time of the servient tenement and his and their tenants shall not nor will (except as hereinafter provided) do anything whereby the free and unimpeded flow of water through the said pipe or pipes will in any way be interrupted or restricted PROVIDED ALWAYS that nothing hereinbefore contained is intended to or shall restrict the rights of the Transferee and other the registered proprietor or proprietors of the servient tenement and his and their tenants to the natural and reasonable user of the water from the said bore for all reasonable purposes in connection with the use and enjoyment of the servient tenement PROVIDED FURTHER that the cost from time to time of any necessary cleansing renewing and/or repairing of the said bore pumping apparatus and the charges payable for electricity used in connection therewith pipes/shall be borne and paid for by the registered proprietor for the time being of the dominant tenement PROVIDED ALWAYS AND IT IS HEREBY AGREED AND

~~In Witness whereof these presents have been executed this~~ day of

~~one thousand nine hundred and~~

Signed by the above named

~~as transferor in the presence of~~

22.11.17  
M

DECLARED that the registered proprietor for the time being of the dominant tenement may at any time upon giving to the proprietor for the time being of the servient tenement one month's notice in writing of such his intention surrender the easement created hereby and thereupon such easement shall at the expense of the proprietor of the dominant tenement be extinguished and removed from the titles to the said lands and the proprietor of the dominant tenement shall cease to have any further rights or obligations in respect of the said easement.

IN WITNESS WHEREOF these presents have been executed this *28<sup>th</sup>* day of *February* One thousand nine hundred and fifty-seven (1957).

SIGNED by the abovenamed  
LEONARD EDWARD MOORE as  
Transferor in the presence  
of :-

*Lt Moore*

*R. H. Hamilton*

*Solicitor*

*Hamilton*

AND I ACCEPT THIS TRANSFER -

SIGNED by the abovenamed  
CHRISTOPHER CHARLES PERKINS  
as Transferee in the presence of :-

*C. C. Perkins.*

*W. B. Williams*

*Solicitor*

*Hamilton*



In the Land Valuation Court,  
Hamilton Registry.

No. 56/399

IN THE MATTER of an application under the Servicemen's Settlement and  
Land Sales Act, 1943:

for consent to a sale:

of land

Between Leonard Edward Moore

, Vendor (Lessor),

and Christopher Charles Perkins

, Purchaser (Lessee).

BEFORE THE

*Wackato*

LAND VALUATION COMMITTEE

UPON reading the application of Leonard Edward Moore

for the consent of the Land Valuation Court to the sale

of the land described in the schedule hereto to Christopher Charles Perkins

\* Delete if not  
required.

\* ~~And upon hearing~~

It is ordered that the consent of the Land Valuation Court be granted to the  
transaction \* ~~upon the following conditions~~

#### SCHEDULE

ALL THAT piece of land containing FIFTY ACRES TWO ROODS  
TWENTY PERCHES ( 50 a. 2 r. 20 p.) More or less being  
Lot 12 Deposited Plan 14534 being pt. Allotment 215 ...  
Parish of Pukete being the residue of the land in .....  
Certificate of Title Volume 524 Folio 154 Auckland Registry.

Dated at Hamilton

, this 18<sup>th</sup> day of January, 1957 *EL*

*E. L. G. G. G.*

(Deputy) Registrar of the Land Valuation Court.

Sealed at the office of the Land Valuation Court

at Hamilton

, this

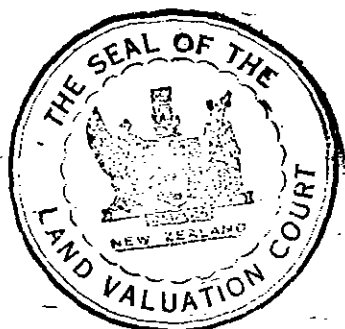
day of

*Feb*  
February

1957 *EL*

*E. L. G. G. G.*

(Deputy) Registrar.

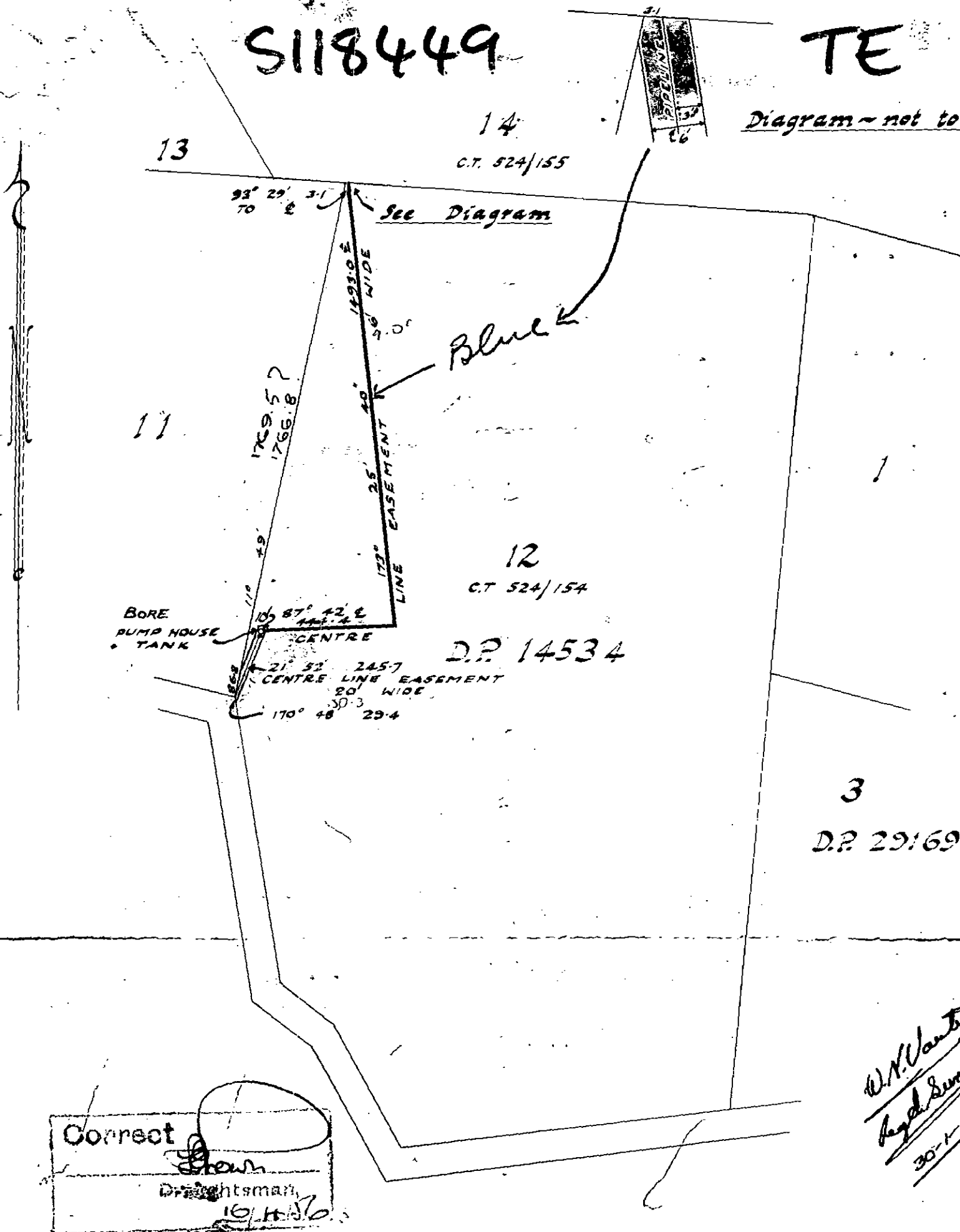


Solicitors for the Applicant: Harkness, Henry & Annan  
Hamilton.

S118449

TE

Diagram ~ not to scale.



Scale : 4 chains to an inch.

XVI NEWCASTLE S.D.

G. C. Pettins  
W. R. L. Williams  
J. E. Moore  
J. E. Moore

S 118449

## Transfer of

Lot 12  
D.P. 14534  
Pt. Allot. 215

Situatd in P/Pukete

Correct for the purpose of the Land Transfer Act.

L. E. MOORE

Transferor

C. C. PERKINS

Transferee

W B L Williams

Solicitor for the Transferee

Particulars entered in the Registered Book, 1001/166

and 1009/44.

the 11th day of March 1957, at  
9.15 o'clock



Assistant Land Registrar of the District of Auckland.

Please return to

Powell, Williams &amp; Bowden

29/3/57

Powell, Williams &amp; Bowden

See  
Plan 100  
Stam 100

3 5 10

DLR

The within diagram is not a  
mathematical figure. (The bearings and  
distances do not close)

It is noted that the centre lines of pipes  
are not drawn in the diagram for two of the lines  
and the definitions of these two lines may not  
be the centre line of pipes.

The text refers to easement "along the line  
coloured blue on the said plan" There are no blue  
lines on the diagram.

The diagram is not correctly drawn at

Nth end as easement if provided, would extend  
beyond the bounds of Lot 12. Plotting of easement  
is to be amended accordingly.

The Diagram will remain to be amended  
to show either (a) boundaries of easement to be  
shown in relation to Lot 12  
or (b) Centre line of easement to be shown  
in entirety.

15.3.57.

## LAND &amp; DEEDS

Nature: Easement.

Firm: R. J. Poole

1 MAR 1957

9.15

2:16-

No. 494

POWELL, WILLIAMS &amp; BOWDEN


SOLICITORS,

HAMILTON.



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA57D/840  
**Land Registration District** South Auckland  
**Date Issued** 21 March 1996

**Prior References**

SA13B/740

---

<b>Estate</b>	Fee Simple
<b>Area</b>	5315 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan South Auckland 72047

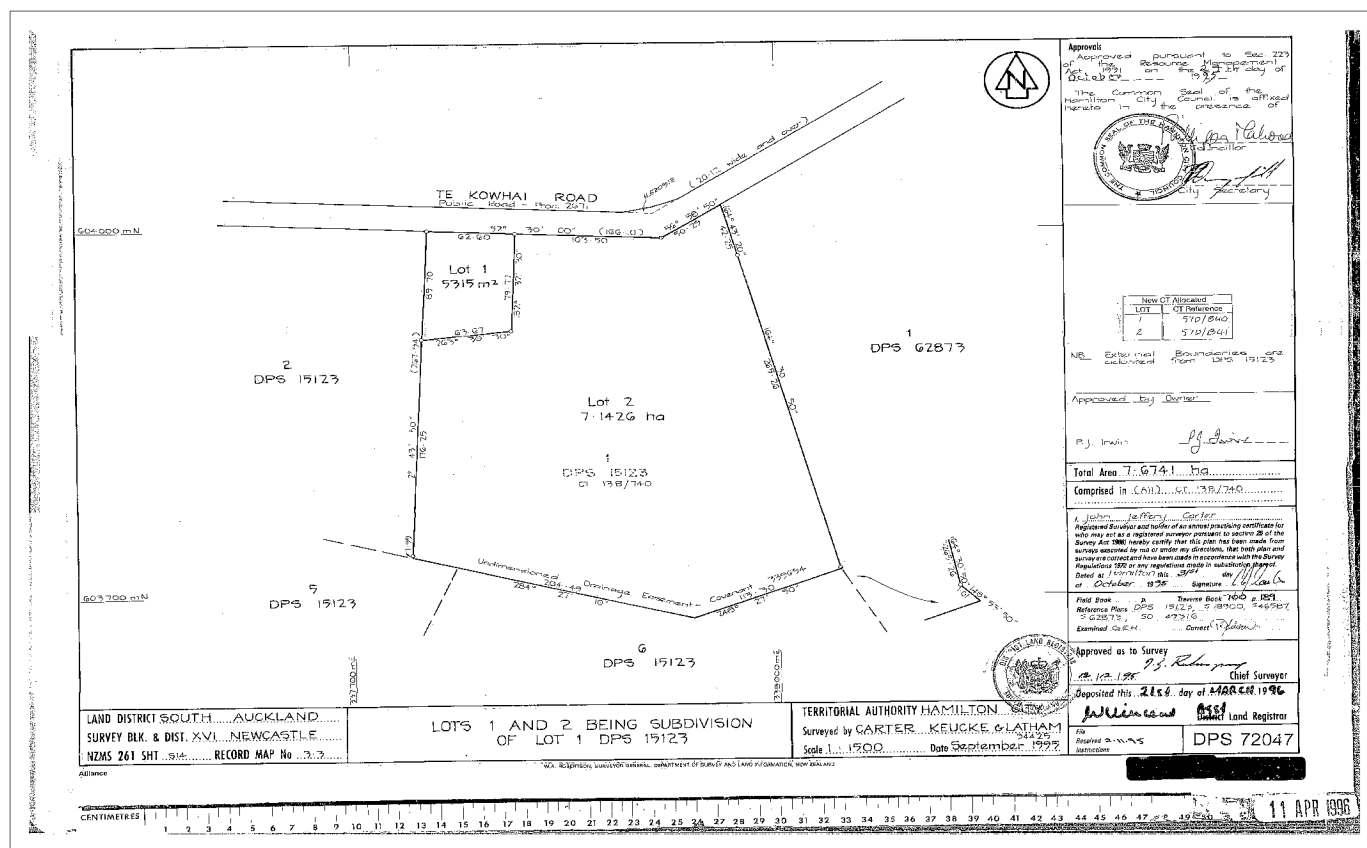
**Registered Owners**

John William Temm and Valerie Kathleen Temm

---

**Interests**

9604714.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen -  
17.12.2013 at 7:00 am





**Compensation Certificate Pursuant to Section 19 Public Works Act 1981.**

File Reference CPC/2013/17327

To the Registrar General of Land  
for the Land Registration District of  
**SOUTH AUCKLAND**

This Compensation Certificate is forwarded to you, pursuant to Section 19 of the Public Works Act 1981. Please deposit it in your Registry and arrange a memorial of it to be registered against the title to all land affected by it.

(a) Description of the land affected by the Certificate:

Lot 1 DPS 72047, contained in CFR SA57D/840

(b) Brief particulars of the Agreement:

Date: 11/12/2013

- (i) Agreement provides for entry onto part of the owners land with or without such assistants, machinery, vehicles and equipment as are reasonably necessary for the purpose of gate and access relocation for SH 39A Safety Improvements Project..
- (ii) Consideration: ten cents (10c), receipt of which is acknowledged, plus allowances.
- (iii) The period of entry is from the date of signing of the agreement for 9 months or such later date as the parties may agree.

(c) Names and addresses of parties to the agreement (*other than the Minister of Lands*)

Pamela June Irwin  
349 Te Kowhai Road  
RD8  
Hamilton 3288

- (d)
- (i) Place where Copy of Agreement may be inspected: Land Information New Zealand, National Office, Radio NZ House, Level 7, 155 The Terrace, WELLINGTON 6145
  - (ii) Hours during which a copy of the Agreement may be inspected: 9a.m. to 4p.m. on any day when Government Offices are open to the public.
  - (iii) Reference by which Agreement may be identified: CPC/2013/17327

Dated at Wellington this 11 day of December 20 13

Signed

by: 

Signature of Authorised Officer

**KERRY McPHAIL**

.....  
Name and Designation of Authorised Officer (print)

*For and on behalf of Her Majesty the Queen and  
acting pursuant to delegated authority from the Chief  
Executive of Land Information New Zealand pursuant  
to section 41 of the State Sector Act 1988.*

in the

presence of: 

Signature of Witness

**Teresa Buckthought**

**Crown Property Clearances**

.....  
Name of witness (print)  
**Land Information New Zealand  
155 The Terrace  
Wellington**

.....  
Occupation of Witness (print)

.....  
Address of Witness (print)

# MANUAL DEALING LODGEMENT FORM

Landonline User ID: opusicha

LODGING FIRM: Opus International Consultants

Private Individual: \_\_\_\_\_

Address: Private Bag 3057

Hamilton 3240

ASSOCIATED FIRM: \_\_\_\_\_

Client Code / Ref: Graham Cook 2-5HA03.A9

Dealing/SUD Number:  
(LINZ use only)

Priority Barcode/Date Stamp  
(LINZ use only)

Plan Number Pre-Allocated or  
to be Deposited: \_\_\_\_\_

Rejected Dealing Number: \_\_\_\_\_

**CC 9604714.1 Compensa**

Cpy - 02/04, Pgs - 002, 16/12/13, 12:19

**Copies**  
(inc. original)

DocID: 514523333

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEE \$ GST INCLUSIVE
1	SA57D/840	CC	PJ Irwin and HMQ					
2								
3								
4								
5								

Land Information New Zealand Manual Dealing  
Lodgement Form

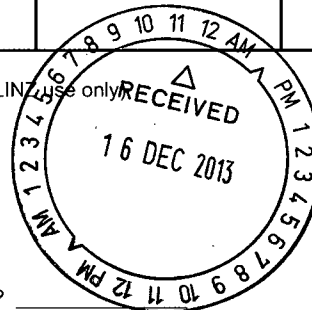
Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Annotations (LINZ use only)

Original Signatures? \_\_\_\_\_



Subtotal

Total for this dealing

Less fees paid on Dealing # \_\_\_\_\_

Debit my Landonline account for  
(Only available for Landonline customers)

**or** Cash / Cheque enclosed for  
(Only pay in cash if depositing in drop box at a LINZ processing centre)

**or** Eft-pos payment due for  
(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)


**\$0.00**

\* Making a priority lodgement ensures the lodgement is entered into the LINZ work queue at the time and date it was handed over at the counter. Priority does not provide urgency in processing the dealing. For further details please reference the [manual dealing user guide](#).



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA72D/747  
**Land Registration District** South Auckland  
**Date Issued** 16 May 2002

**Prior References**

SA15B/179 SA51D/689

---

<b>Estate</b>	Fee Simple
<b>Area</b>	1916 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan South Auckland 92191 and Lot 1 Deposited Plan South Auckland 16665

**Registered Owners**

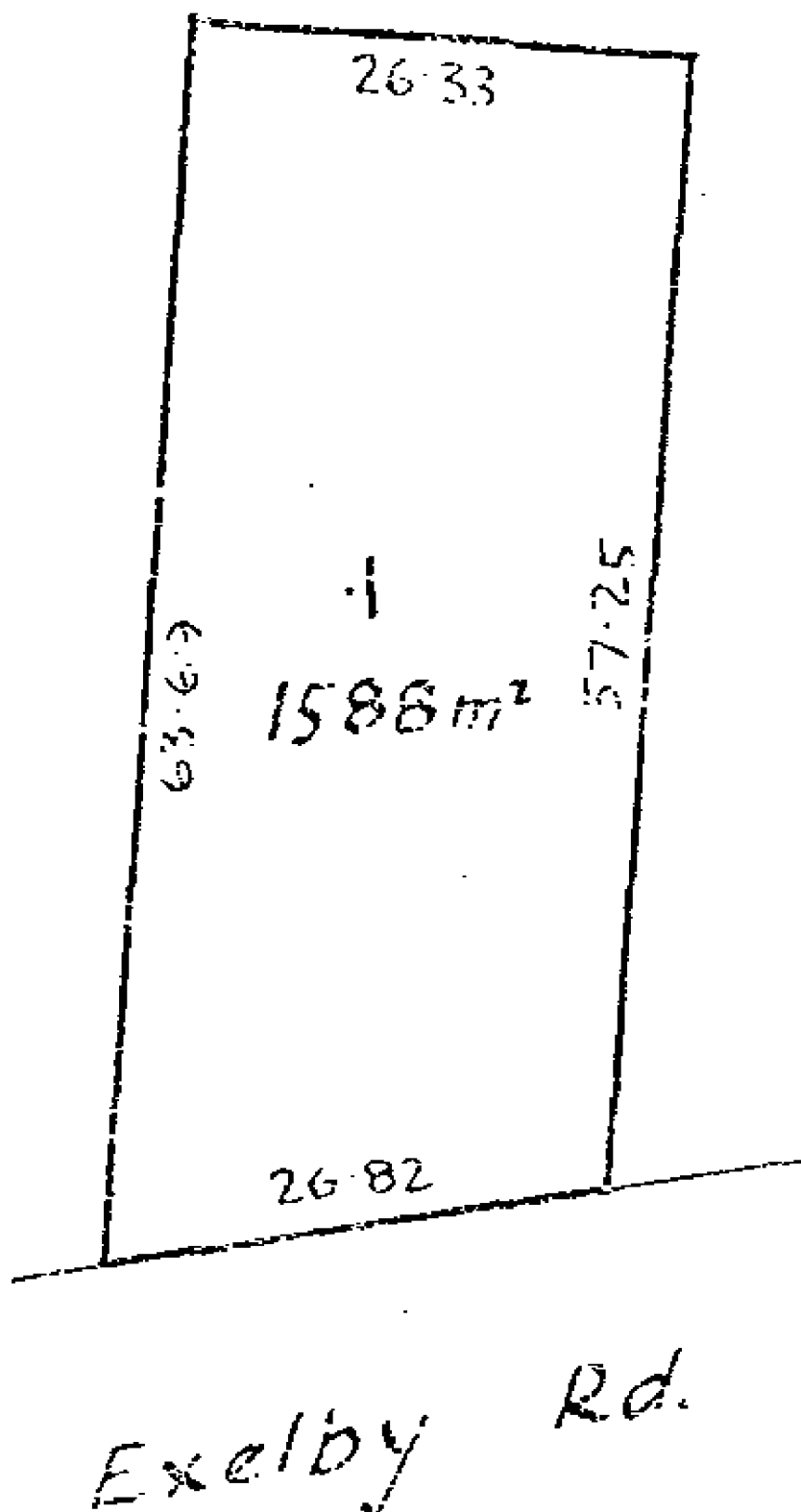
David William Sole, Jane Pouls and Franklaw Trust Limited as to a 1/2 share  
Jane Pouls, David William Sole and Franklaw Trust Limited as to a 1/2 share

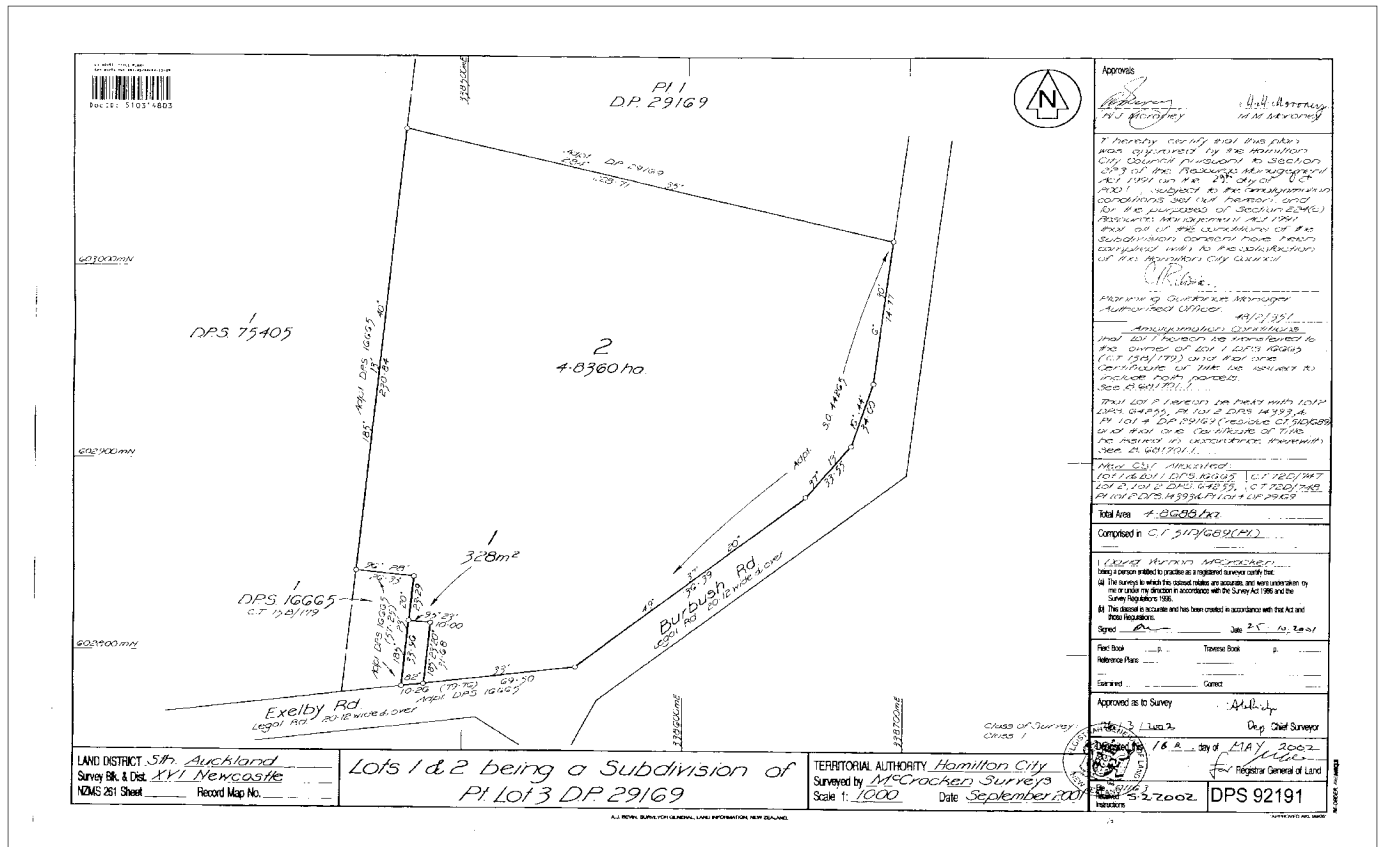
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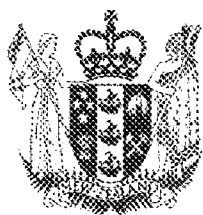
**Interests**

Subject to Section 241(2) Resource Management Act 1991 (affects DPS 92191)









**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **58422**  
**Land Registration District** **South Auckland**  
**Date Issued** 07 February 2003

**Prior References**

SA13B/741

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<b>Estate</b>	Fee Simple
<b>Area</b>	2.4815 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan 314799

**Registered Owners**

En Dian Company Limited

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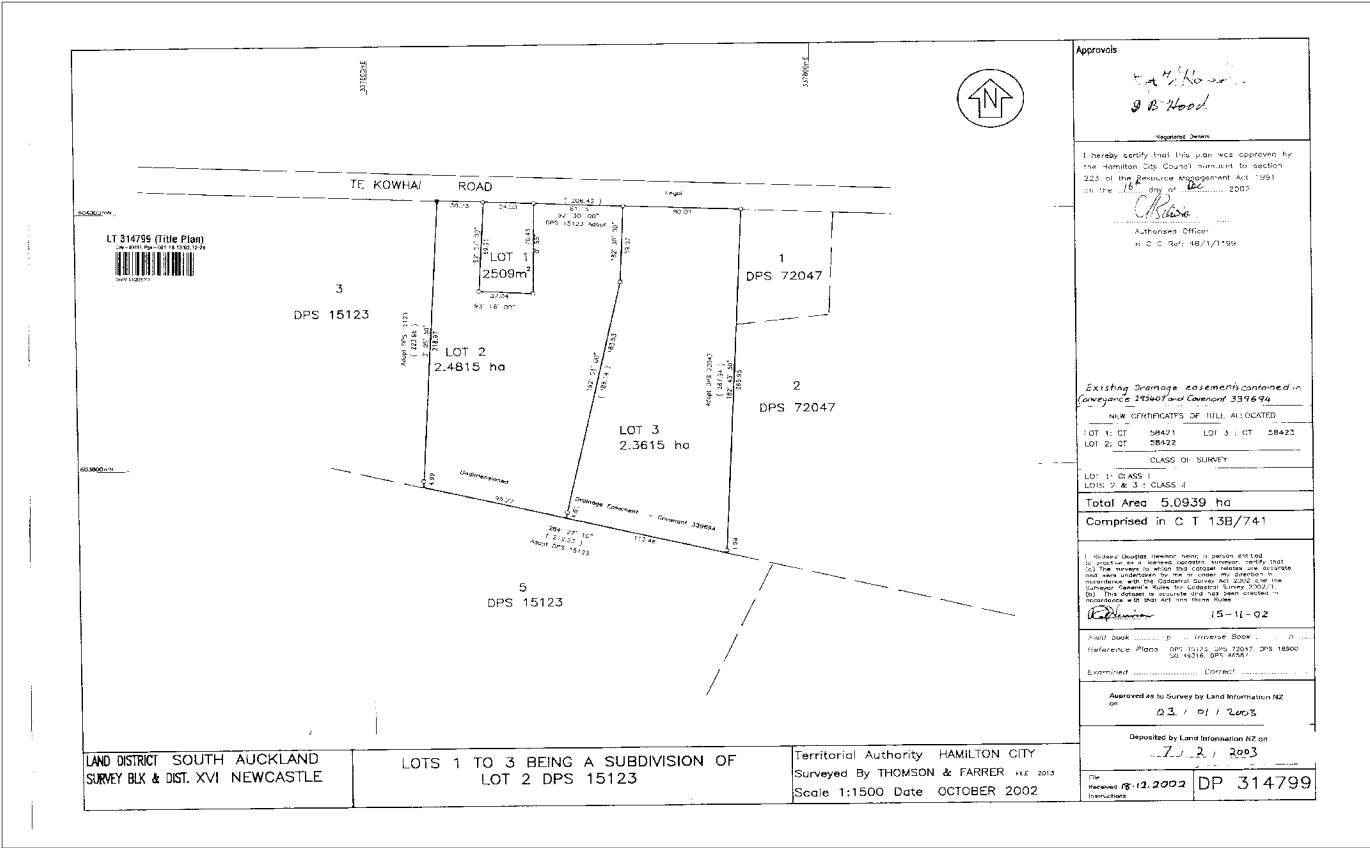
**Interests**

Subject to drainage rights created by Conveyance 295407 (R355/102)

Subject to drainage rights created by covenant 339694 (R446/405)

6590692.1 Mortgage to (now) Westpac New Zealand Limited - 29.9.2005 at 10:44 am

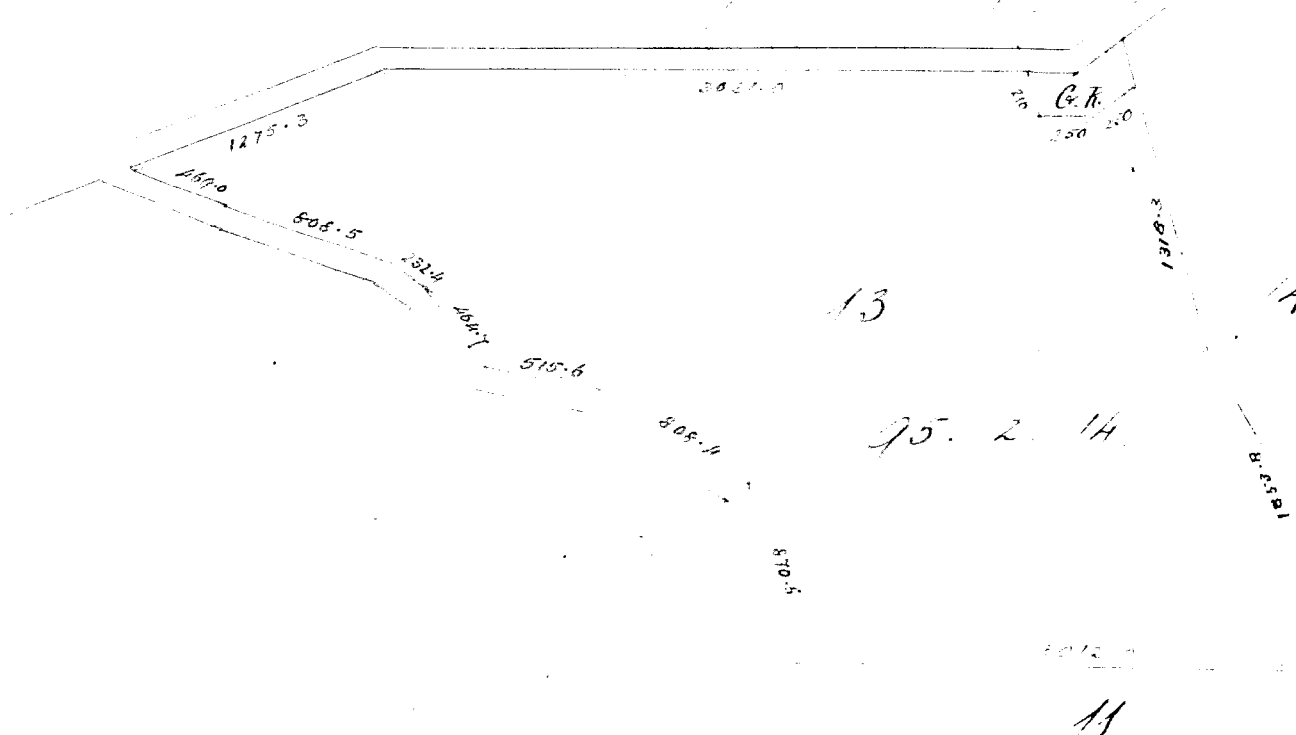
9550015.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen -  
22.10.2013 at 7:00 am



**295407 -** Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 A Deed of Conveyance (S.T. 11537-11523) dated 6<sup>th</sup>  
 December 1920 between Thomas Mather & Charles Albert  
 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's means  
 of access to Hamelin

Bell & Speight  
for J. S. Runt  
11/5/21

Mrs Lill made the sixth day of December One thousand, nine, hundred and  
 twenty between Thomas Mather & Charles Albert  
 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's means  
 of access to Hamelin



parcel of land in the Provincial District of  
 Auckland containing Unity five acres two  
 roods fourteen perches more or less being  
 lot Thirteen on a Plan lodged in the  
 Land Transfer Office at Auckland under

Number 14534 which said piece of  
 land is part of a subdivision of lot (two)  
 containing Four hundred and forty-  
 three acres One rood on a Plan  
 lodged in the Deeds Register Office  
 at Auckland as Number C97 of  
 part of Allotment Two hundred  
 and fifteen Parish of Puketere

Bounded towards the North by the Te Papa - Te Kowhai Road, One thousand  
 two hundred and seventy five and three tenths links and Three thousand and  
 thirty one links towards the East by a Gravel Reserve vested in the Waipā County  
 Council Two hundred and ten links again towards the North by the said Gravel  
 Reserve Two hundred and fifty links and Two hundred and fifty links again  
 towards the East by lot Thirteen on the said Plan Number 14534, One  
 thousand, three hundred and eighteen and three tenths links and One thousand  
 eight hundred and fifty three and eight tenths links towards the South by lot  
 Eleven on the said Plan Number 14534 Three thousand and two hundred and  
 towards the West and Southwest by a road Eight hundred and seventy and  
 five tenths links Eight hundred and eight and four tenths links, Two  
 hundred and fifteen and six tenths links, Four hundred and sixty and  
 seven tenths links Two hundred and thirty-two and four tenths links, Eight  
 hundred and eight and five tenths links and Four hundred and sixty and

the said equal measurements a little more than as delineated by the  
Plan drawn hereon edged red together with all the rights and appurtenances there-  
unto belonging To Hold become unto the Purchaser. This encumbrance administration  
and charge for ever Provides Always and it is hereby mutually covenanted agreed  
and declared by and between the parties hereto that the drains on or adjoining a  
adjacent to the boundaries of the said piece of land hereby conveyed and the adjoining  
land of the Vendor shall at all times be kept clean and in good repair and condition  
by the Vendor and the Purchaser and their respective executors administrators and  
assigns (being the owner and occupiers for the time being of the land adjoining a  
adjacent to the same who derive benefit therefrom) and such owners shall pay  
the cost thereof in equal shares (that is to say one half by the Vendor and one  
half by the Purchaser) or provide the labour and plant necessary for that purpose  
in equal shares as aforesaid And if any such owner shall fail or neglect for  
fourteen days after written notice calling upon him to join in the cleaning out or repair  
of any such drain has been delivered to him or left at his dwelling or posted to him at  
his usual address in the ordinary course of post then the person giving such notice may  
do the said work and recover half the cost thereof from the person to whom he has  
given such notice Provided Further that the Purchaser his executors administrators  
and assigns (the owner and occupiers for the time being of the said piece of land  
and hereby conveyed and of any part thereof) shall be entitled for all time and free of  
charge to drain and discharge water from all drains now or hereafter in or around  
or adjoining the said piece of land or any part thereof into the drains and streams  
in and upon the adjoining land of the Vendor by which the said piece of land  
is now drained and to the free and uninterrupted flow and passage of the said  
water through the said drains and streams to the main outlet drain from the  
Vendor's land And such last mentioned streams and drains shall be kept  
properly cleaned out and in good order and condition by the Vendor their executors  
administrators and assigns the owner for the time being of the land adjoining  
the same at their own expense and in the event of their failing to do so after a  
writing notice to that effect provided it shall be lawful for the Purchaser  
his executors administrators and assigns (the owner or owners for the time being  
of the land hereby conveyed or any part thereof) to enter upon the said lands through  
which the said streams and drains flow and clean out the same at the expense  
of the adjoining owner or owners for the time being and to recover the cost thereof  
from such adjoining owner or owners And it is further Agreed and Declared  
that inasmuch as the boundaries of the said land are in the case of drains  
(where drains exist) and as ~~some~~ fences are erected along such drains  
such fences shall be deemed to be boundary fences and shall be kept in repair  
and maintained at the joint expenses of the adjoining owners for the time being  
Provided However that the occupation of the land between the centre of the drains  
and such fences shall not be deemed adverse possession thereof or against the  
owner of any such land And it is hereby Agreed and Declared that the covenants  
implied in conveyances by Subsection (d) of section 56 of the Property Law  
Act 1905 shall be implied herein against the Vendor and shall include  
the following deeds and documents Numbers 158918, 166365, 166366, 69478  
170239, 173697, 173698, 173699, 173700, 173701, 173702, 17665, 177666,  
179667, 179872, 183045, 183046, 222489, 183424, 256337, 1921889, 92190,  
208480, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488  
258015 and 258016 and Conveyance of 258016 And it is further Declared  
for the purposes of the duty payable under the Finance Acts 1915 & 1918  
(Number two) inclusive that no agreement in writing was entered into between  
the parties in respect of the foregoing transaction

In Witness Whereof the parties present have been executed  
Signed by the said Joshua Mathew }  
In the presence of }  
J. Oloren Law Clerk }  
Signed by the said Charles Albert Houghson by his Attorney }  
Charles James Pears sitting under and by virtue of a Deed }  
of Power bearing date the 23<sup>rd</sup> day of July 1920 }  
deposited in the Land Transfer Office at Auckland (No Number 1864)

C. A. Houghson  
by his Attorney  
C. J. Pears

295408-

in the presence of W. V. Gray Solicitor Hamilton

Stamp 3/- C. J. M. 6/12/20

I Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as number 4864 And that I have not received any notice or information of the revocation of such power by death or otherwise.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Justice of the Peace Act 1908  
 Declared at Hamilton this sixth day of December } C. J. Mears  
 1920 Before me  
 W. V. Gray, A Solicitor of the Supreme Court of New Zealand



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....



second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ... William Richards Shattock is the owner in fee simple of the land more particularly described in the.. Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers. And whereas the said lands are not within the jurisdiction of any drainage district nor under the ... control of any Drainage Board and whereas the main outlet drain which carries off water from the .... lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the said William Richards Shattock described in the third schedule hereto in the approximate position ... indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ... such portion of the main outlet drain as runs through the land of the said William Richards Shattock. shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time and at all times thereafter keep the same clean free and unobstructed to its full depth and in good order condition and repair Provided however that in the event of the sides of the said drain falling in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of the said drain Provided further that upon any such damage occurring to the said drain the said ..... William Richards Shattock shall immediately upon the same being ascertained notify the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers thereof and in the event of their failing for seven days to repair such damage it shall be lawful for the said William Richards Shattock to repair the same and recover the cost of so doing from the said .... William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the .... said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary for such fence the said William Richards Shattock shall supply all wire and staples necessary and the said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence.. The said William Richards Shattock shall maintain the said fences in good order condition and repair at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and doth hereby guarantee and become and made himself personally responsible to the said William Richards Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

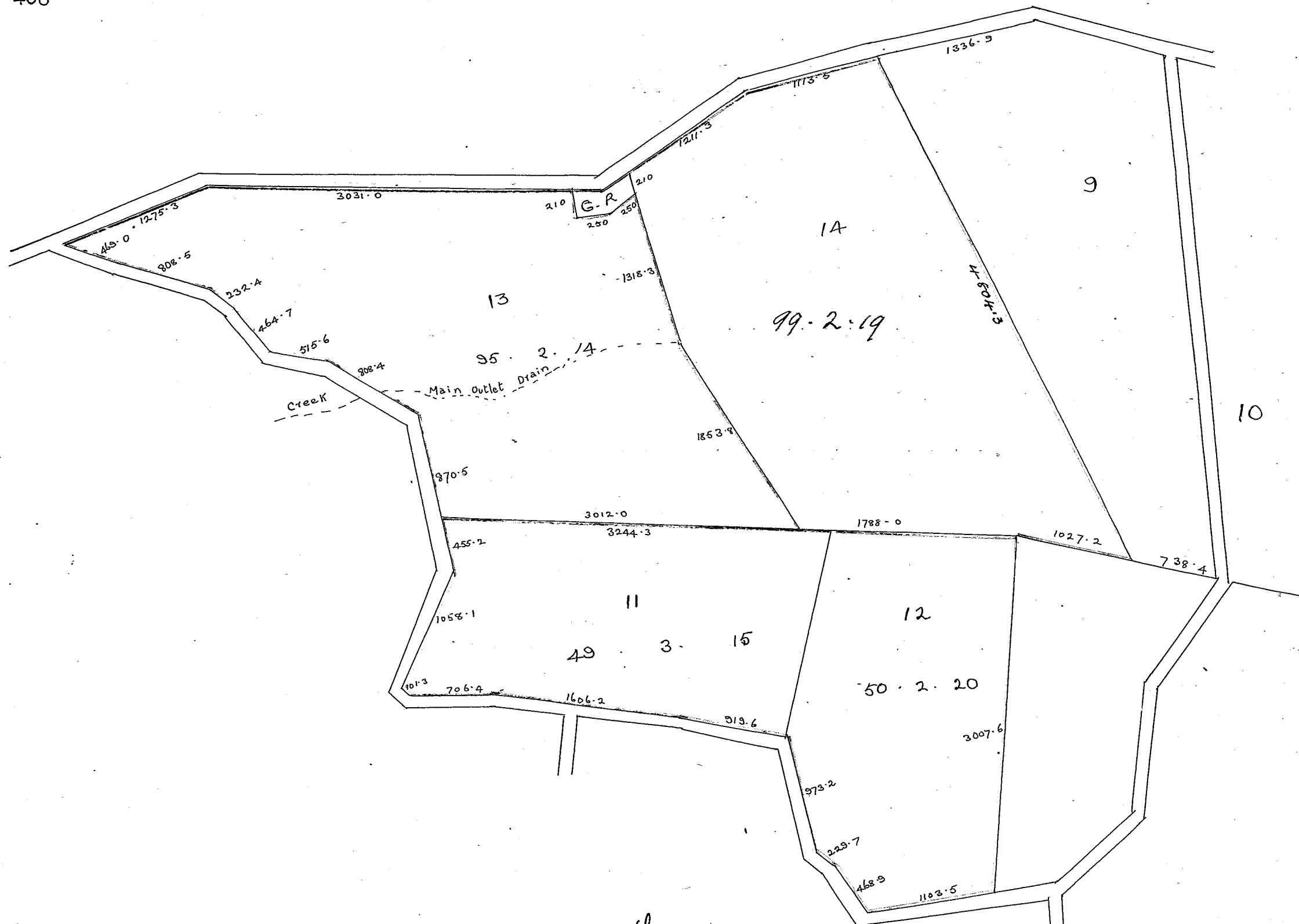
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

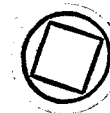
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:

A. M. Hume Pro Richardson



**Compensation Certificate Pursuant to Section 19 Public Works Act 1981.**

File Reference CPC/2013/17328

To the Registrar General of Land  
for the Land Registration District of  
**SOUTH AUCKLAND**

This Compensation Certificate is forwarded to you, pursuant to Section 19 of the Public Works Act 1981. Please deposit it in your Registry and arrange a memorial of it to be registered against the title to all land affected by it.

(a) Description of the land affected by the Certificate:

Lot 2 DP 314799, contained in CFR 58422

(b) Brief particulars of the Agreement:

Date: 16/10/2013

- (i) Agreement provides for entry onto part of the owners land with or without such assistants, machinery, vehicles and equipment as are reasonably necessary for the purpose of gate and access relocation for SH39A Safety Improvements Project.
- (ii) Consideration: ten cents (10c), receipt of which is acknowledged, plus allowances.
- (iii) The period of entry is from the date of signing of the agreement for 9 months or such later date as the parties may agree.

(c) Names and addresses of parties to the agreement (*other than the Minister of Lands*)

En Dian Company Limited  
371 Te Kowhai Road  
Te Kowhai 3288

- (d)
- (i) Place where Copy of Agreement may be inspected: Land Information New Zealand, National Office, Radio NZ House, Level 7, 155 The Terrace, WELLINGTON 6145
  - (ii) Hours during which a copy of the Agreement may be inspected: 9a.m. to 4p.m. on any day when Government Offices are open to the public.
  - (iii) Reference by which Agreement may be identified: CPC/2013/17328

Dated at Wellington this 16 day of October 20 13

Signed  
by:

  
*Signature of Authorised Officer*

**TERESA BUCKTHOUGHT**

*Name and Designation of Authorised Officer (print)*

*For and on behalf of Her Majesty the Queen and  
acting pursuant to delegated authority from the Chief  
Executive of Land Information New Zealand pursuant  
to section 41 of the State Sector Act 1988.*

in the  
presence of:

  
*Signature of Witness*

*Name of witness (print)*

Natasha Pollard  
Crown Property Clearances  
Land Information New Zealand  
155 The Terrace  
Wellington

*Occupation of Witness (print)*

*Address of Witness (print)*

**CC 9550015.1 Compensa**

Cpy - 01/04, Pgs - 002, 21/10/13, 14:02



DocID: 51438660

MANUAL DEALING LODGEMENT FORM

Landonline User ID:

opusicha

LODGING FIRM:

Opus International Consultants Ltd

Private Individual:

Graham Cook

Address:

Private Bag 3057

Waikato Mail Centre

Hamilton 3240

ASSOCIATED FIRM:

Client Code / Ref:

Graham Cook opha03. B1

Dealing/SUD Number:

(LINZ use only)

Priority Barcode/Date Stamp  
(LINZ use only)

Plan Number/Pre-Allocated or  
to be Deposited:

Rejected Dealing Number:

CC 9550015.1 Compensa

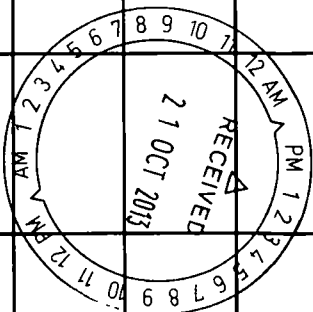
Copies

(inc. original)

Copy - 03/04, Pgs - 002, 21/10/13, 14:02

North: 514386661

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEES \$ GST INCLUSIVE
1	58422	CC	En Dian Company Limited & HMQ					
2								
3								
4								
5								



Land Information New Zealand Manual Dealing Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Annotations (LINZ use only):

Original Signatures? \_\_\_\_\_

Subtotal

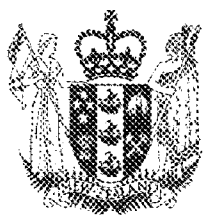
Total for this dealing

Less fees paid on Dealing #

Debit my Landonline account for  
(Only available for Landonline customers)  
or Cash / Cheque enclosed for  
(Only pay in cash if depositing in drop box at a LINZ processing centre)  
or Eft-POS payment due for  
(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)


\$0.00

\* Making a priority lodgement ensures the lodgement is entered into the LINZ work queue at the time and date it was handed over at the counter. Priority does not provide urgency in processing the dealing. For further details please reference the manual dealing user guide.



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **140355**  
**Land Registration District** **South Auckland**  
**Date Issued** 08 July 2004

**Prior References**

SA57D/841

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<b>Estate</b>	Fee Simple
<b>Area</b>	2.0000 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan 334215

**Registered Owners**

Lin Miao

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**Interests**

Subject to a drainage right over part created by Conveyance 295407 (R355/102)

Subject to a drainage right over part created by Covenant 339694 (R446/405)

B327195 Encumbrance to Hamilton City Council - 28.2.1996 at 3.06 pm

B523642.1 Variation of Encumbrance B327195 - 25.1.1999 at 2.21 pm

6072020.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.7.2004 at 9:00 am

Subject to rights to convey electricity, telecommunications and computer media over part marked A on DP  
334215 created by Easement Instrument 6080295.1 - 15.7.2004 at 9:00 am

The easements created by Easement Instrument 6080295.1 are subject to Section 243 (a) Resource Management  
Act 1991

Land Covenant in Easement Instrument 6080295.2 - 15.7.2004 at 9:00 am





**CONSENT NOTICE PURSUANT TO SECTION 221**  
**OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER

of Lots 2 and 3 DP 334215 being a subdivision of Lot 2 DPS 72047.

AND

IN THE MATTER

of a Subdivision Consent pursuant to sections 108, 220 and 221 of the Resource Management Act 1991.

Pursuant to section 220(1) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 19-Dec-03 imposed the following conditions on the resource consent to subdivide Lot 2 DPS 72047.

- 1. Pursuant to section 221 of the Resource Management Act 1991, a consent notice be registered on the Certificate/s of Title for the new Lots 2 and 3 advising that the siting of the buildings will not prejudice any subsequent subdivision of the land as detailed on Thomson & Farrer's Concept Plan F2013 03/3/18CA.*

Pursuant to section 252 of the Local Government Act 1974 it is confirmed that the above is a true and correct copy of a decision made by the Council on the 19-Dec-03

Dated at Hamilton this 2<sup>nd</sup> day of April 2004.

**G Bilimoria**  
**Planning Guidance Manager**  
**(Authorised Officer)**

HCC Ref. : 48/1/T/216  
Agent Ref. : 2013  
Subdivision Site : 335 Te Kowhai Road

**CONO 6072020.2 Consen**

Cpy - 01/01, Pgs - 001, 08/07/04, 08:05



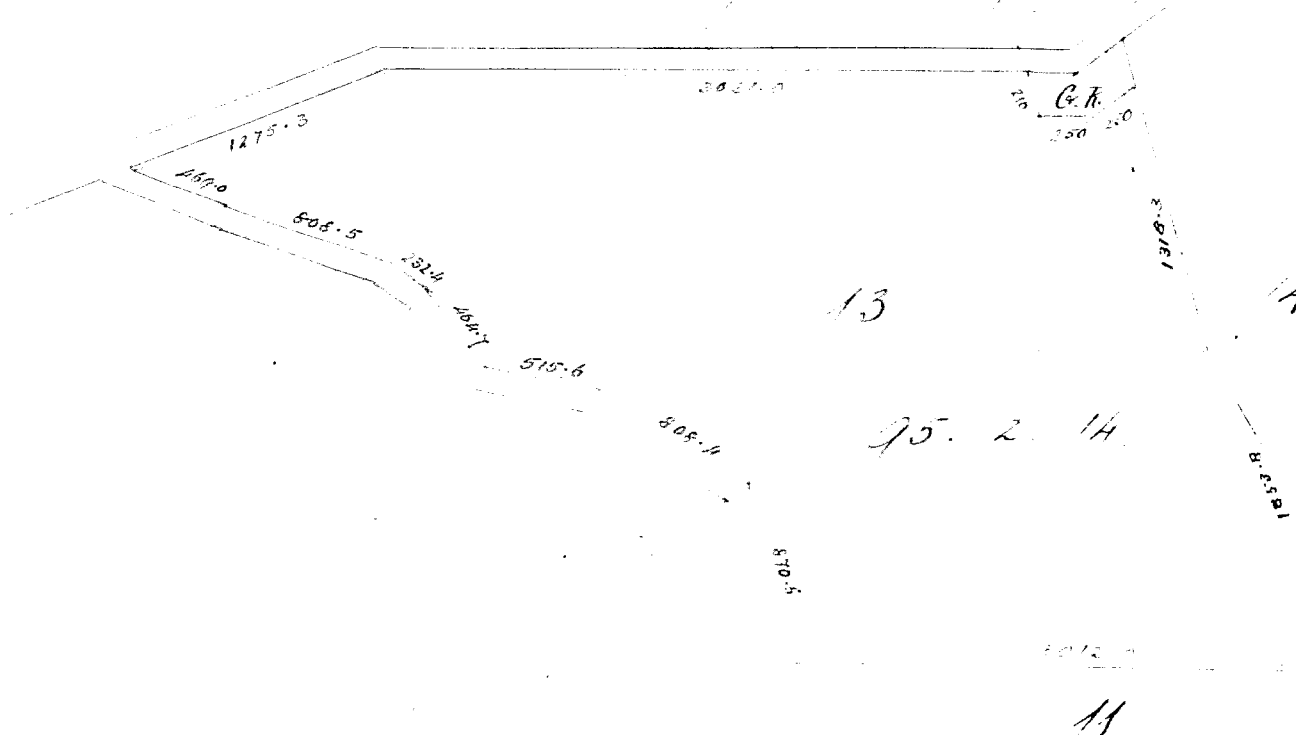
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**295407 -** Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 A Deed of Conveyance (S.T. 11537-11523) dated 6<sup>th</sup>  
 December 1920 between Thomas Mather & Charles Albert  
 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's means  
 of access to Hamelin

Bell & Speight  
for J. S. Reid  
11/5/21

Mrs L. M. made the sixth day of December One thousand, nine, hundred and  
 twenty between Thomas Mather & Charles Albert  
 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's means  
 of access to Hamelin



parcel of land in the Provincial District of  
 Auckland containing Unity five acres two  
 roods fourteen perches more or less being  
 lot Thirteen on a Plan lodged in the  
 Land Transfer Office at Auckland under

Number 14534 which said piece of  
 land is part of a subdivision of lot (two)  
 containing Four hundred and forty-  
 three acres One rood on a Plan  
 lodged in the Deeds Register Office  
 at Auckland as Number C97 of  
 part of Allotment Two hundred  
 and fifteen Parish of Pukekohe

Bounded towards the North by the Te Papa - Te Kowhai Road, One thousand  
 two hundred and seventy five and three tenths links and Three thousand and  
 thirty one links towards the East by a Gravel Reserve vested in the Waipā County  
 Council Two hundred and ten links again towards the North by the said Gravel  
 Reserve Two hundred and fifty links and Two hundred and fifty links again  
 towards the East by lot Thirteen on the said Plan Number 14534, One  
 thousand, three hundred and eighteen and three tenths links and One thousand  
 eight hundred and fifty three and eight tenths links towards the South by lot  
 Eleven on the said Plan Number 14534 Three thousand and two hundred and  
 towards the West and Southwest by a road Eight hundred and seventy and  
 five tenths links Eight hundred and eight and four tenths links, Two  
 hundred and fifteen and six tenths links, Four hundred and sixty and  
 seven tenths links Two hundred and thirty-two and four tenths links, Eight  
 hundred and eight and five tenths links and Four hundred and sixty and

the said equal measurements a little more than as delineated by the  
Plan drawn hereon edged red together with all the rights and appurtenances there-  
unto belonging To Hold become unto the Purchaser. This executory administration  
and assign for ever Provides Always and it is hereby mutually covenanted agreed  
and declared by and between the parties hereto that the drains on or adjoining or  
adjacent to the boundaries of the said piece of land hereby conveyed and the adjoining  
land of the Venans shall at all times be kept clean and in good repair and condition  
by the Venans and the Purchaser and their respective executors administrators and  
assigns (being the owner and occupiers for the time being of the land adjoining a  
drain adjacent to the same who derive benefit therefrom) and such owners shall pay  
the cost thereof in equal shares (that is to say one half by the Venans and one  
half by the Purchaser) or provide the labour and plant necessary for that purpose  
in equal shares as aforesaid And if any such owner shall fail or neglect for  
fourteen days after written notice calling upon him to join in the cleaning out or repair  
of any such drain has been delivered to him or left at his dwelling or posted to him at  
his usual address in the ordinary course of post then the person giving such notice may  
do the said work and recover half the cost thereof from the person to whom he has  
given such notice Provided Further that the Purchaser his executors administrators  
and assigns (the owner and occupiers for the time being of the said piece of land  
and hereby conveyed and of any part thereof) shall be entitled for all time and free of  
charge to drain and discharge water from all drains now or hereafter in or around  
or adjoining the said piece of land or any part thereof into the drains and streams  
in and upon the adjoining land of the Venans by which the said piece of land  
is now drained and to the free and uninterrupted flow and passage of the said  
water through the said drains and streams to the main outlet drain from the  
Venans Canal And such last mentioned streams and drains shall be kept  
properly cleaned out and in good order and condition by the Venans their executors  
administrators and assigns the owner for the time being of the land adjoining  
the same at their own expense and in the event of their failing to do so after a  
legit notice to that effect provided it shall be lawful for the Purchaser  
his executors administrators and assigns (the owner or owners for the time being  
of the land hereby conveyed or any part thereof) to enter upon the said lands through  
which the said streams and drains flow and clean out the same at the expense  
of the adjoining owner or owners for the time being and to recover the cost thereof  
from such adjoining owner or owners And it is further Agreed and Declared  
that inasmuch as the boundaries of the said land are in the case of drains  
(where drains exist) and as ~~some~~ fences are erected along such drains  
such fences shall be deemed to be boundary fences and shall be kept in repair  
and maintained at the joint expenses of the adjoining owners for the time being  
Provided However that the occupation of the land between the centre of the drains  
and such fences shall not be deemed adverse possession thereof as against the  
owner of any such land And it is hereby Agreed and Declared that the covenants  
implied in conveyances by Subsection (d) of section 56 of the Property Law  
Act 1905 shall be implied herein against the Venans and shall include  
the following deeds and documents Numbers 158918, 166365, 166366, 69478  
170239, 173697, 173698, 173699, 173700, 173701, 173702, 173665, 173666,  
179667, 179872, 183045, 183046, 222489, 183424, 256337, 1921889, 92190,  
208480, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488  
258015 and 258016 and Conveyance of 258016 And it is further Declared  
for the purposes of the duty payable under the Finance Acts 1915 & 1918  
(Number two) inclusive that no agreement in writing was entered into between  
the parties in respect of the foregoing transaction

In Witness Whereof the parties present have been executed  
Signed by the said Joshua Mathew  
In the presence of

Signed by the said John Law Clerk Hamilton  
Charles Albert Houghson by his Attorney  
Counsel James Peers sitting under and by virtue of a Deed  
Bd or Power of Attorney dated the 23<sup>rd</sup> day of July 1920  
deposited in the Public Office at Auckland (No Number 1864)

C. A. Houghson  
by his Attorney  
E. J. Shear

295408-

in the presence of W. V. Gray Solicitor Hamilton

Stamp 3/- C. J. 477. 6/12/20

I Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as number 4864 And that I have not received any notice or information of the revocation of such power by death or otherwise.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutes of the Peace Act 1908

Declared at Hamilton this sixth day of December } C. J. Mears

1920 Before me

W. V. Gray, A Solicitor of the Supreme Court of New Zealand



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....



second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagor of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres two roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

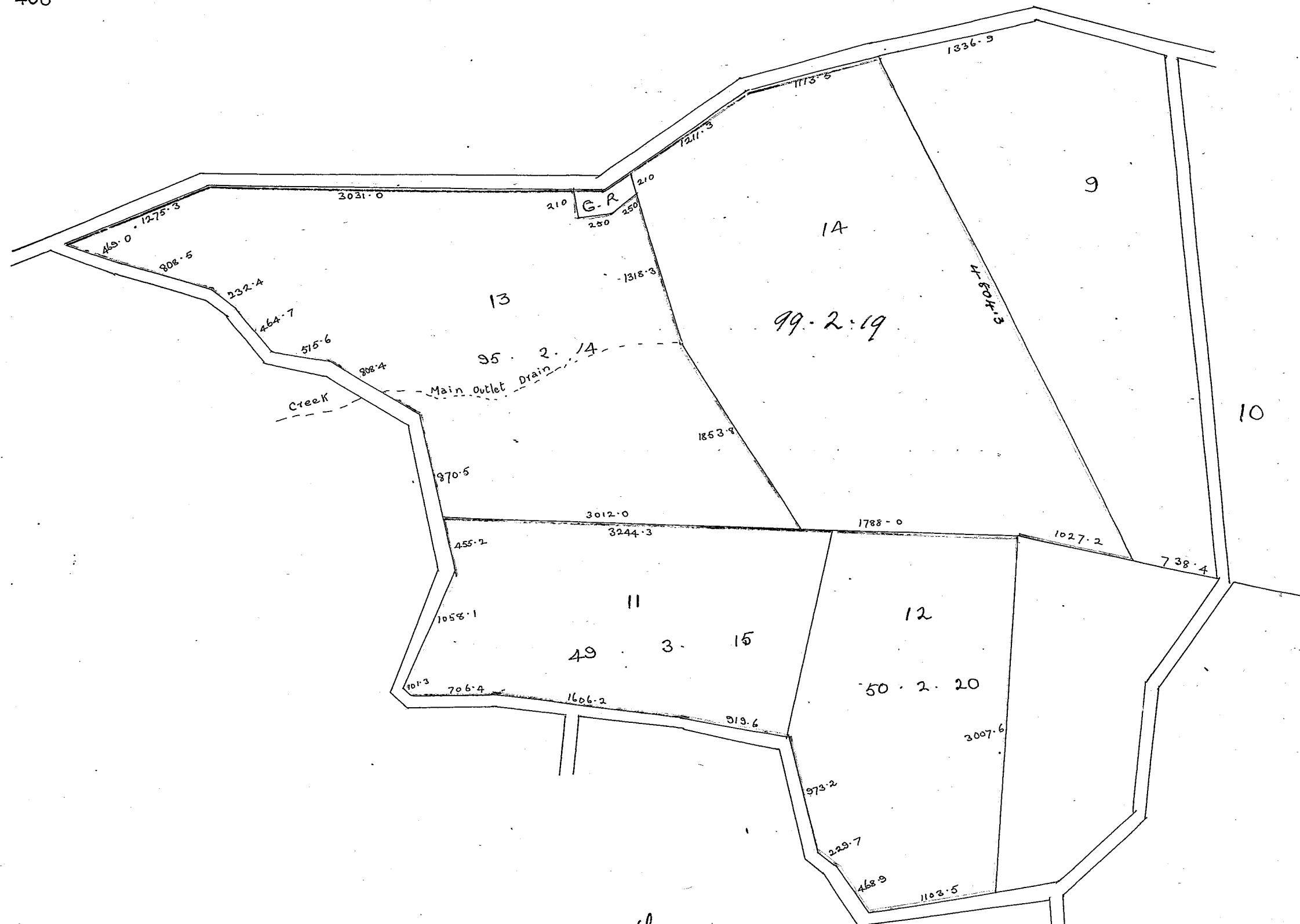
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

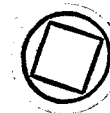
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup>. day of December 1924

WITNESS:

A. M. Hume Pro Richardson



Easement Instrument

Dated  
**EASEMENT INSTRUMENT**

**EI 6080295.1 Easement I**

Cpy - 01/04, Pgs - 006, 14/07/04, 17:10



DocID: 510951708

Land Registration District

South Auckland

Grantor

*Surname must be underlined*

**John Robert CLARK and Catherine Jane CLARK**

Grantee

*Surname must be underlined*

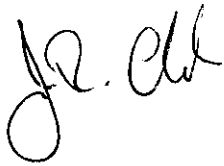
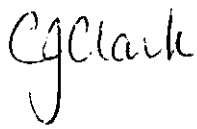
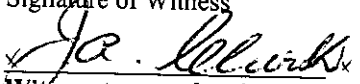


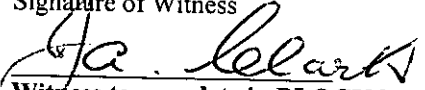
**John Robert CLARK and Catherine Jane CLARK**

**Grant of Easement**

The Grantor, being the registered proprietor of the servient land set out in Schedule A. **Grants to the Grantee** the easement(s) set out in Schedule A with the rights and powers or provisions set out in the Annexure Schedule(s).

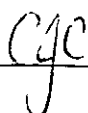

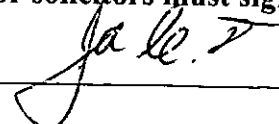
Dated this 1 day of July 2004

**ATTESTATION -**

 	Signed in my presence by the Grantor Signature of Witness  <b>Witness to complete in BLOCK letters</b> (unless typewritten or legibly stamped)
	Witness name <u>JAMES ALBERT CLARK</u> Occupation <u>ORCHARDIST</u> Address <u>81 Dunlop Rd</u> <u>Te Puke</u>
Signature, or common seal of Grantor	
 	Signed in my presence by the Grantee Signature of Witness  <b>Witness to complete in BLOCK letters</b> (unless typewritten or legibly stamped)
	Witness name <u>JAMES ALBERT CLARK</u> Occupation <u>ORCHARDIST</u> Address <u>81 Dunlop Rd</u> <u>Te Puke</u>
Signature, or common seal of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

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



## Easement Instrument

Dated 1 July '04 Certified correct for the purposes of the Act.



(Solicitor for) the Grantee

## Schedule A

Purpose (Nature and effect) of easement	Shown (Plan reference) DP 334215	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT or in gross)
Right to convey electricity Right to convey telecommunications and computer media	A	Lot 2 DP 334215 (CT 140355)	Lot 3 DP 334215 (CT 140356)

## Easement, rights and powers (including terms, covenants and conditions)

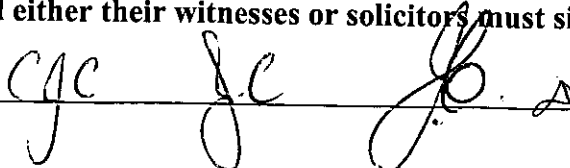
Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 .

The implied rights and powers are varied and added to by the following provisions:

Any maintenance repair or replacement of any easement facility that is necessary because of any act or omission by any user of the easement facility being either or all the owners of the dominant and servient land (which includes any of their agents, employees, contractors, sub-contractors or invitees) must be carried out promptly by that user at the sole cost of that user or in such proportion as relates to the act or omission.

Clarke Easement Instrument version 1

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



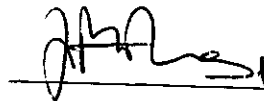
**ANZ NATIONAL BANK LIMITED**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, *Fiona Maree Priest* of *Auckland* in New Zealand, *Team Leader Securities* of ANZ National Bank Limited, hereby certify that:

1. By Deed dated *14 January 2003* ("*The Deed*"), I was appointed an Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington on the terms and subject to the conditions set out in that deed.
2. On 26 June 2004 ANZ Banking Group (New Zealand) Limited was amalgamated with The National Bank of New Zealand Limited to become ANZ National Bank Limited and the rights and powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am a *Team Leader Securities*, Lending Services Centre of ANZ, part of ANZ National Bank Limited.
4. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ National Bank Limited or otherwise.
5. The Deed is registered with Land Information, New Zealand, Dealing Number PA 5526043.1.

SIGNED by the abovenamed )  
Attorney at Auckland on this )  
*6th* day of *July* 2004. )

  
\_\_\_\_\_  
Signature

## MORTGAGEE'S CONSENT

ANZ NATIONAL BANK LIMITED the Mortgagee under and by virtue of Memorandum of Mortgage No B563924.1 HEREBY CONSENTS to the within Easements set out on DP334215 and the deposit of DP 334215 and the creation of the land covenants but without prejudice to the mortgagee's rights powers and remedies under the said Mortgage.

ANZ Banking Group (New Zealand) Limited was amalgamated with the National Bank of New Zealand Limited to become ANZ National Bank Limited under Part XIII of the Companies Act 1993 on 26 June 2004.

Dated this 6th day of July 2004

Signed by ANZ NATIONAL BANK LIMITED

by its Attorney

  
Fiona Maree Priest  
Team Leader Securities

Witness to the execution by

ANZ NATIONAL BANK LIMITED

Witness:

Occupation:

Address:

  
Amatul Motin Khan  
Bank Officer Auckland

The Hamilton City Council as Encumbrancee under Encumbrance B327195 ( and Variation B523642.1) hereby consents to:

1. The creation of the easements set out on DP334215
2. The creation of the land covenants

The above consents are without prejudice to the rights of the Encumbrancee under Encumbrance B327195.

Dated this 13<sup>th</sup> day of July 2004

Signed by Hamilton City Council )  
in the presence of:


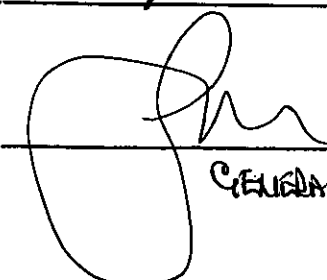
~~Signature of witness:~~

~~Name of witness:~~

~~Occupation:~~

Address:



  
\_\_\_\_\_  
COUNCIL MANAGER  
  
\_\_\_\_\_  
GENERAL MANAGER CORPORATE

Landonline User ID: HAMILTONLSHA

LODGING FIRM: HAMILTON LEGAL SERVICES LTD

Address: DX GP20013

HAMILTON

PH 0800 77 66 88

Uplifting Box Number: 19

ASSOCIATED FIRM:

Client Code / Ref: CLARK JR & CJ

54117-1603

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:

(LINZ Use only)

Priority Barcode/Date Stamp

(LINZ Use only)

Plan Number Pre-Allocated or

to be deposited

Rejected Dealing Number

EI 6080295.1 Easement

Cpy - 02/04, Pgs - 006, 14/07/04, 17, 10

Copies

(inc. original)

DocID: 510851708

6072020

Priority Order	CT Ref	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RESUBMISSION PRIORITY FEE	FEES \$ GST INCLUSIVE
1	140355 ✓	EI ✓	CLARK JR & CJ	50.00	2.00						52.00
2	AS ABOVE ✓	EI ✓	CLARK JR & CJ	50.00	2.00						52.00
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

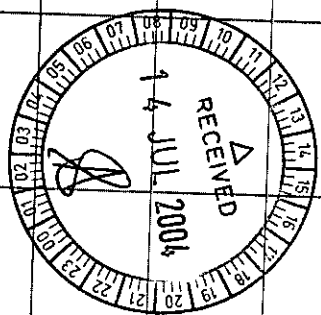
Original Signatures? \_\_\_\_\_

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF



Subtotal (for this page)

Total for this dealing

Less Fees paid on Dealing #

Debit my Account for

Version 1.6: 15 March 2004

# EASEMENT INSTRUMENT

EI 6080295.2 Easement I

Cpy - 01/01, Pgs - 003, 14/07/04, 17:10



DocID: 510951709

Land Registration District

South Auckland

Grantor

Surname must be underlined

John Robert CLARK and Catherine Jane CLARK

Grantee

Surname must be underlined

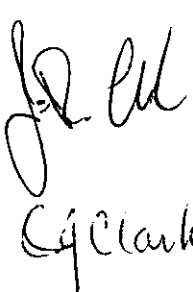
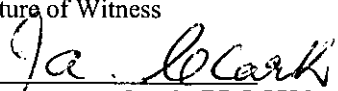

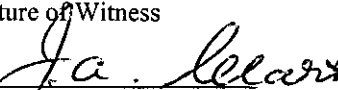
John Robert CLARK and Catherine Jane CLARK

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

The Grantor, being the registered Grantor of the servient tenement set out in Schedule A. Creates the covenants(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 1 day of July 2004

## ATTESTATION -

 CJ Clark	Signed in my presence by the Grantor Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name JAMES ALBERT CLARK Occupation ORCHARDIST Address 81 Dunlop Rd Te Puke
	Signature, or common seal of Grantor
 CJ Clark	Signed in my presence by the Grantee Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name JAMES ALBERT CLARK Occupation ORCHARDIST Address 81 Dunlop Rd Te Puke
	Signature, or common seal of Grantee

Certified correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the Grantee

## ANNEXURE SCHEDULE 1

Easement Instrument  
Schedule A

Dated 1/7/04

Purpose (Nature and effect) of easement, profit or land covenant	Shown (Plan reference) DP	Servient Tenement (Identifier/CT) "the LAND"	Dominant Tenement (Identifier/CT or in gross)
Land Covenants	N/A	Lot 2 CT 140355	Lot 3 CT 140356

### Covenant Provisions

The provisions applying to the specified covenants are:

1. The Grantor (Owner) of the **LAND** will:

(a) Not erect, construct or place on the land nor allow to be erected, constructed or placed on the land any dwelling unless it complies with all of the following requirements:

- (i) it must have a minimum ground floor area of 160 square metres (excluding other accessory buildings, attached or detached garage, carports and decking); and
- (ii) It must be constructed to a shape other than a simple rectangle and will contain at least one roof break or full valley in the roof.
- (iii) A minimum of 90% of the exterior cladding of any dwelling and ancillary buildings must consist of the following materials:

Kiln dried clay bricks or concrete bricks

Stucco textured finish

Stone

Properly stained or painted and finished timber

And/or any other material approved by the Grantee.

(iv) The roof on any dwelling and ancillary buildings must be constructed using the following materials (or such other materials approved by the Grantee):

Colour Steel Long run

Colour Steel Tile

Decramastic Tile

Concrete Tile

Cedar Shakes

**PROVIDED THAT** the Grantee may in writing waive compliance with one or more of the restrictions or stipulations contained above in paragraph (a) if in the Grantee's reasonable opinion the Grantee is satisfied that any such waiver will not materially detract from the amenities of the subdivision which

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

*[Handwritten signatures and initials]*

## ANNEXURE SCHEDULE 1

Easement Instrument

Dated

1/7/2004

the land forms a part of; and

- (b) Not use or allow to be used any residence on the land as such unless the residence has been substantially completed in accordance with the terms of these provisions and the residence and any ancillary buildings meet the requirements of the appropriate local authority; and
  - (c) Not erect or allow to be erected on the land any boundary or other fence without the approval of the Grantee which approval will not be unreasonably withheld except that no fence will be constructed of corrugated iron or other solid metal products; and
  - (d) Not leave any building or associated works in the course of construction without substantial work being carried out for a period of three (3) months and all construction of any such building including fencing and landscaping will be completed within twelve (12) months from commencement of building construction; and
  - (e) Not erect any building other than a new residential home on the land (unless the building is ancillary to a residence) and no relocatable home will be erected or allowed on the land unless it is a Show Home which has not been previously lived in
2. The Grantor will, as regards the stipulations and restrictions, be liable only in respect of breaches of them which occur while the Grantor is the registered proprietor of the land in the relevant Certificate of Title (that is to say the relevant servient lot) or any part of it in respect of which any breach occurs.
  3. The Grantor for the Grantor and the successors in title to the Grantor indemnifies and holds harmless (and will at all times keep so indemnified and held harmless) the Grantee from and against all proceedings, costs, claims and demands in respect of breaches by the Grantor (or as the case may be the relevant successor in title to the Grantor) of the stipulations and restrictions.
  4. Without prejudice to any other rights or remedies the Grantee (or any successor in title to the Grantee as the case may be) may have, (and subject to the provisions of this Instrument) should the Grantor (or any successor in title as the case may be) fail to comply with any of the stipulations and restrictions contained in 1. (a) to (e) then the Grantor (or the successor in title as the case may be) will pay to the Grantee as liquidated damages that sum which represents in the reasonable opinion of the Grantee, the sum required to remedy such failure to comply (and such sum may include all costs howsoever incurred or to be incurred including professional and other legal costs calculated on a solicitor/client basis) immediately upon receipt of a written demand for such sum from the Grantee or the Grantee's solicitors.
  5. Notwithstanding anything contained in this document the above covenants will cease to be of any effect after 1 June 2014.

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

LC CJE JB



MEMORANDUM OF ENCUMBRANCE

B327195 ENC

WHEREAS:

PAMELA JUNE IRWIN of Hamilton, Married Woman ("the Encumbrancer") is the registered proprietor of an estate in fee simple being the whole of the land comprised in Certificate of Title entered as No. 13B/740 South Auckland Registry ("the said land")

The Encumbrancer wishes to make the said land available for the purposes of securing to and for the benefit of THE HAMILTON CITY COUNCIL a body corporate having its office at Worley Place, Hamilton ("the Encumbrancee") the sum of money set out in this encumbrance PURSUANT to these premises the encumbrancer does encumber the said land with the sum of TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800.00) plus GST for the benefit of the Encumbrancee to be paid to the Encumbrancee forthwith upon the breach by the Encumbrancer of any of the covenants on the part of the Encumbrancer set forth in the Deed of Covenant in the Schedule contained in this encumbrance. If and whenever the obligations set out in the said Deed of Covenant shall have been wholly complied with or shall by effluxion of time or otherwise become no longer enforceable THEN this Memorandum of Encumbrance shall be wholly discharged by the Encumbrancee AND the Encumbrancee shall be entitled to all powers and remedies given to mortgagees and rent charges by the Land Transfer Act 1952 and the Property Law Act 1952.

SCHEDULE

DEED OF COVENANT:

The Encumbrancer has subdivided the said land and wishes to defer immediate compliance with the subdivisional requirements of the Council but obtain a release of the Land Transfer Plan to enable her to complete the development. The Council has agreed to release the said plan of subdivision upon the Encumbrancer entering into this Bond.

NOW THIS DEED RECORDS that the Encumbrancer DOES COVENANT with the Encumbrancee as follows:-

1. THAT the Encumbrancer shall on or before the 1 March 1998 plant no less than 8,000 pine trees over a 0.8 hectare area of Lot 2 on a plan lodged for deposit in the Land Transfer Office at Hamilton under No.S.72047 and establish a calf rearing business on the remaining area of that Lot so that a minimum net income (gross income less costs and overheads but prior to personal drawings or debt servicing) of \$10,000.00 per annum be obtained. The value of the bond for compliance with this condition shall be \$10,000.00 plus GST.

2. THE Encumbrancer shall not wilfully or recklessly remove or damage the magnolia tree (Magnolia Grandiflora) on Lot 1 on the said plan and no excavation shall be carried out within the drip line of such tree and no pruning of branches shall be carried out on such tree except with the prior approval of the Hamilton City Council and under the supervision of a qualified arborist. The value of the bond for compliance with this condition shall be \$2,160.00 plus GST.

3. THE Encumbrancer shall not wilfully or recklessly remove or damage the two Plane trees (Platanus Acerifolia) sited on Lot 2 of the said plan and no excavation shall be carried out within the drip line of either such tree and no pruning of branches shall be carried out on either tree except with the prior approval of the Hamilton City Council and under the supervision of a qualified arborist. The value of the bond for compliance with this condition shall be \$8,640.00 plus GST.

4. THAT upon default being made by the Encumbrancer in complying with the covenants on the part of the Encumbrancer set out in the Encumbrance the Encumbrancee in addition

to all its other remedies hereunder shall be entitled by itself, its servants and agents to enter into and upon the said land of the Encumbrancer or any part thereof and to do all things necessary to secure compliance with the terms hereof without being liable to the Encumbrancer for any damage or interference of the said land or any other land or property of the Encumbrancer caused by the carrying out of such work.

5. IN the event of the Encumbrancee taking steps to remedy any default pursuant to clause 2 of this Encumbrance, the Encumbrancer does hereby irrevocably appoint the Encumbrancee to be its attorney for the purpose of making any appropriate application or sign any documentation required to complete the said work.

6. THE Encumbrancee shall also be entitled to sue and recover by action of law from the Encumbrancer all costs of and incidental to the carrying out of such work including costs for its own administration, legal costs and any other incidental costs of whatever kind ancillary thereto.

7. UPON the determination of the amount owing by the Encumbrancer to the Encumbrancee in the event of a default, the Encumbrancee may exercise a power of sale of mortgagees of the said land to recover the said costs of compliance and the costs incidental thereto.

8. THE said sum of TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800.00) plus GST may be reviewed and increased having regard to inflationary trends, and in the event of the Encumbrancee exercising its powers under this Deed, the Encumbrancee shall be entitled to recover a sum of money equivalent to the said sum of TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800.00) plus GST together with any variation of such amount in the proportion that the Index Number (as defined at the date the Encumbrancee takes such steps to demolish or reinstate the said building on the said land) bears to the Index Number as at the date of this Memorandum of Encumbrance. The words "Index Number" shall mean:

- (a) The Consumer Price Index (all groups) for New Zealand published from time to time by the Department of Statistics. In the event that the Government Statistician shall update the reference base of such Index Number due conversion shall be made to preserve the intended continuity of calculation by making the appropriate

arithmetical adjustment to make the updated Index Number correspond in reference base to the Index Number at the relevant date or dates OR

- (b) In the event that there is any suspension or discontinuance of the Consumer Price Index then "Index Number" shall mean an index published at the date hereof and that the dates of the remedying of such default which reflects fluctuations in the costs of living in New Zealand, in which the parties may mutually agree upon and if they are unable to agree then such index shall be determined by the President for the time being of the Waikato/Bay of Plenty District Law Society or his nominee whose decision shall be binding and conclusive.

9. THE Encumbrancer does hereby agree to pay the costs of the preparation, registration and any variation or discharge of this Memorandum of Encumbrance, and in connection with the amendment to previously imposed conditions of consent to the original subdivision.

DATED this 13<sup>th</sup> day of February 1996.

SIGNED by the said )  
PAMELA JUNE IRWIN )  
as Encumbrancer in the )  
presence of: )

P.J. Irwin

THE COMMON SEAL of )  
THE HAMILTON CITY COUNCIL )  
was hereunto affixed )  
in the presence of : )

Edgar T. Armstrong ..... Councillor

..... City Secretary



MEMORANDUM OF ENCUMBRANCE


PAMELA JUNE IRWIN

Encumbrancer

THE HAMILTON CITY COUNCIL

Encumbrancee

Correct for the purposes of the Land  
Transfer Act

  
.....  
Solicitor for Encumbrancee

570/840  
841

136/740



PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY SOUTH AUCKLAND

13.06 28.FEB.96 B 327195

SWARBRICK DIXON  
SOLICITORS  
HAMILTON  
mfd\hccirwin.enc

REGISTER



**VARIATION  
OF  
MORTGAGE  
ENCUMBRANCE  
Land Transfer Act 1952**

**This page does not form part of the Variation of Mortgage, Encumbrance**

**VARIATION  
OF MORTGAGE ENCUMBRANCE**  
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

**Mortgage Number** Encumbrance

B.327195

**Land Registration District**

South Auckland

**Mortgagor** Surnames must be underlined Encumbrancer

STEPHEN JOHN GRAY

**Mortgagee** Surnames must be underlined Encumbrancee


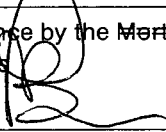
HAMILTON CITY COUNCIL

**Variation of mortgage** Encumbrance

The covenants, conditions and powers contained or implied in the above mortgage are hereby varied as set out in the attached Annexure Schedule. encumbrance

Dated this 15<sup>th</sup> day of JANUARY 19 98

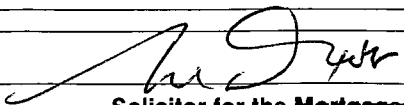
**Attestations**

	Signed in my presence by the <del>Mortgagor</del> Encumbrancer
	Signature of Witness 
	<b>Witness to complete in BLOCK letters below</b> (unless typewritten or legibly stamped)
	Witness name _____ Occupation P. W. Barris Address Solicitor Hamilton
Signature(s) of <del>Mortgagor</del> Encumbrancer	

	Signed in my presence by the <del>Mortgagee</del> Encumbrancee
	Signature of Witness _____
	<b>Witness to complete in BLOCK letters below</b> (unless typewritten or legibly stamped)
	Witness name _____ Occupation _____ Address _____
Signature(s) of <del>Mortgagee</del> Encumbrancee	

Certified correct for the purposes of the Land Transfer Act 1952

REF 4170

  
Solicitor for the Mortgagee  
Encumbrancee



# Annexure Schedule

**VARIATION  
OF MORTGAGE  
ENCUMBRANCE**

Dated

15/1/99

Page

2

of

2

Pages

Continuation of "Variation of <sup>Encumbrance</sup> Mortgage"

**NOTE:**

Delete the clauses which do not apply by ruling a single straight line through each line of those clauses.

1. The principal sum intended to be secured by the above-mentioned <sup>encumbrance</sup> mortgage is hereby increased/reduced

as from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ to \$10,800.00

~~2. The ordinary and penalty interest rates payable under the above mentioned mortgage are hereby increased/reduced~~

as from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ to \_\_\_\_\_ % per annum

and \_\_\_\_\_ % per annum respectively.

~~3. The term of the above mentioned mortgage is hereby renewed or extended~~

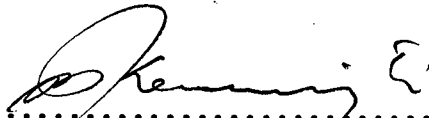
to the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_


4. Delete clause(s): Covenant No. 1 so that the reduced amount of the encumbrance covers only the conditions remaining in Covenants 2 and 3 of the said encumbrance.

5. Insert the following clause(s):

The COMMON SEAL of the  
HAMILTON CITY COUNCIL  
was hereunto affixed  
in the presence of:



  
.....  
General Manager - Corporate

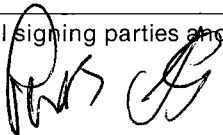
  
.....  
Councillor

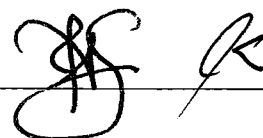
**Covenantor Surnames must be underlined**

**Attestation**

Signature(s) of Covenantor	Signed in my presence by the Covenantor
	Signature of Witness
	<b>Witness to complete in BLOCK letters below</b> (unless typewritten or legibly stamped)
	Witness name
	Occupation
	Address

All signing parties and either their witnesses or their solicitors must put their signatures or initials here.







# VARIATION OF MORTGAGE

ENCUMBRANCE

Land Transfer Act 1952

Law Firm Acting
Swarbrick Dixon Solicitors PO Box 19 010 HAMILTON  (M F Dixon)

Auckland District Law Society  
REF. 4170

This page is for Land Registry Office use only.  
(except for "Law Firm Acting")

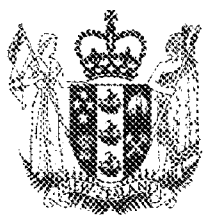
REGISTER



PARTICULARS OF THE  
LAND TRANSFER ACT 1952  
ASSISTANT LAND REGISTRAR


2.21 25.JAN99 B 523642-1

1  
OVERNIGHT  
38



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **147741**  
**Land Registration District** **South Auckland**  
**Date Issued** 01 June 2004

**Prior References**

SA25B/66

---

<b>Estate</b>	Fee Simple
<b>Area</b>	2.0001 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan 335995

**Registered Owners**

Man-bock Lee, Mi-hee Kim and Koo-tae Kim

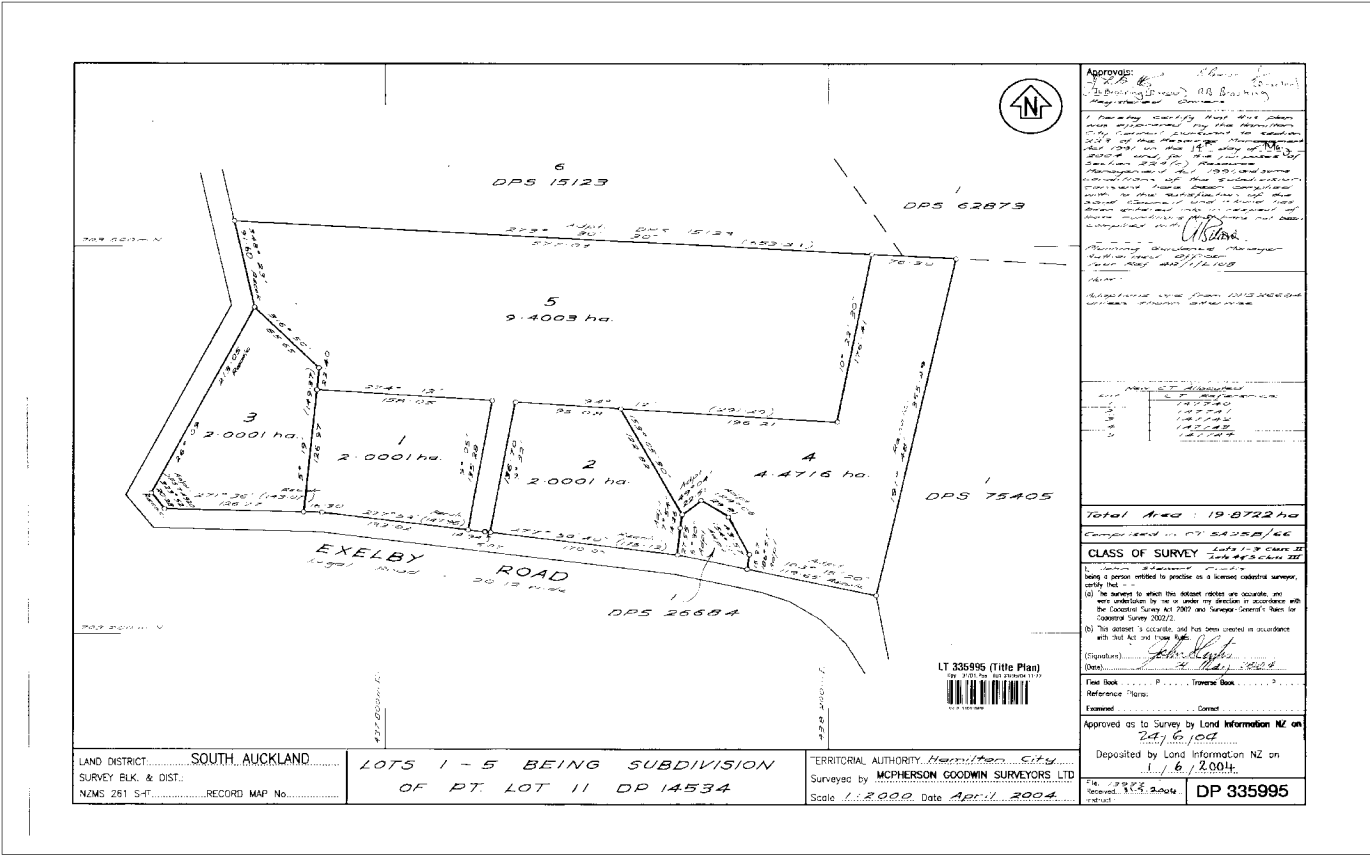
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**Interests**

Appurtenant hereto are drainage rights created by Conveyance 295328 (R355/88)

Appurtenant hereto are drainage rights created by Covenant 339694 (R446/405)

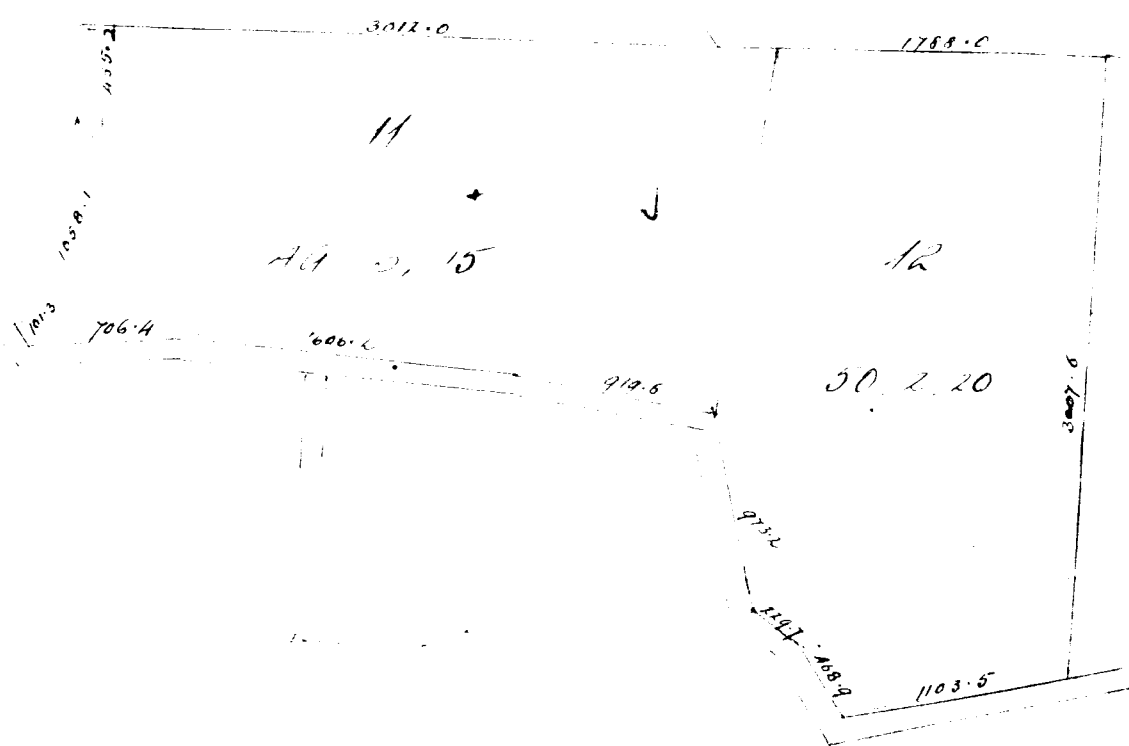
7099718.3 Mortgage to Westpac New Zealand Limited - 8.11.2006 at 9:55 am



Ball & Spaight  
per J. S. Bent  
11/5/21

13

1A



other part of said lot Two on Plan C97 Three thousand and seven and six tenths  
links, towards the South and West by a road One thousand one hundred and  
three and five tenths links, Four hundred and sixty eight and nine tenths links  
Two hundred and twenty nine and seven tenths links, Nine hundred and seventy-  
three and two tenths links, Nine hundred and nineteen and six tenths links,

One thousand six hundred and six and two tenths links, Seven hundred and  
8<sup>th</sup> (sic) ~~sixty~~ six and four tenths links, One hundred and one and three tenths links, One  
thousand and fifty eight and one tenth links and Four hundred and fifty-five  
and two tenths links. Of all the said several somecouzements a little more or  
less to delineated by the plan drawn hereon enclosed Together with all the rights  
and appurtenances thereto belonging To Hold the same unto the Purchasers  
their executors administrators and assigns forever as tenants in common in equal  
shares Provided Always and it is hereby mutually covenanted agreed and declared  
by and between the parties hereto that the ditches or adjoining or adjacent to  
the boundaries of the said piece of land hereby conveyed and the adjoining lands  
of the Venados shall at all times be kept clean and in good repair and condition  
by the Venados and the Purchasers and their respective executors administrators and  
assigns being the owners and occupiers for the time being of the lands adjoining  
or adjacent to the mine who derive benefit therefrom and such owners shall  
pay the cost thereof in equal shares (that is to say One half by the Venados and  
one half by the Purchasers) or provide the labour and plant necessary for

that purpose in equal shares as aforesaid and if any such owner shall fail or neglect for fourteen days after written notice calling upon him to join in the clearing out or repair of any such drain has been delivered or left at his dwelling or posted to him at his usual address in the ordinary course of post from the person to whom he has so the said work and recover half the cost from the person to whom he has given such notice. Provided Further that the Purchasers their executors administrators and assigns the owners and occupiers for the time being of the said piece of land hereby conveyed and of every part thereof shall be and lawfully shall be and free of charge to drain and discharge water from all drains now or hereafter in or around or adjoining the said land piece of land or any part thereof into the drains and streams joining the said land piece of land and to the free and uninterrupted flow and passage of the said water through the said drains and streams to the main outlet drain from the Vendor's lands and such last mentioned streams and drain shall be kept properly cleaned out and in good order and undisturbed by the Vendors their executors administrators and assigns (the owners for the time being of the land adjoining the same) at their own expense and in the event of their failing so to do aforesaid it shall be lawful for the Purchasers their executors administrators and assigns the owner or owners for the time being of the land hereby conveyed or any part thereof to enter upon the said land or any part thereof and the adjoining streams and drains flow and clean out the same and to remove the cost thereof from such owner or owners for the time being and to recover the cost thereof from such adjoining owner or owners. And it is further agreed and declared that inasmuch as the boundaries of the said land are not clearly defined by any fences or other means and as fences are erected along or across such drains and fences shall be deemed to be boundary fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. It is further declared however that the occupation of land between the centre of the drains and such fences shall not be deemed adverse possession thereof as against the owner or owners of the land. And it is hereby agreed and declared that the provisions implied in consequence by Subsection (d) of section 56 of the Property Law Act 1908 shall be applied again against the Vendors and shall include the following deeds and documents numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179668, 183045, 183046, 222489, 183424, 256551, 72159, 2190, 2215, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 210735, 222488, 258015, 258016 and Reconveyance of 258016 and it is further declared for the purposes of the said proviso that the same shall be deemed to be (Number two) inclusive. An agreement in writing was entered into between the parties in respect of the foregoing transactions.

In Witness Whereof these presents have been executed.  
Signed by the said Joshua Mathers }  
In the presence of } Jos. Mathers

Signed by the said Charles Albert }  
Roughnan by his Attorney Edward } Jos. Mathers  
James Mearns acting under and by }  
virtue of a Deed Poll a Power of }  
Attorney dated the 23rd day of }  
July 1920 deposited in the Land }  
Transfer Office at Auckland as }  
Number 4064 in the presence of }  
H. P. Gray Solicitor Hamilton

I, Edward James Mearns of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written deed in the name and on behalf of Charles Albert Roughnan of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23rd day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Roughnan and deposited in the Land Transfer Office at

Stamp 3/- £/s/10 6/12/20

Auckland as Number 4864 And that I have not received any notice or information of the  
 revocation of such power by death or otherwise

And I make this solemn declaration conscientiously believing the same to be true and by  
 virtue of the provisions of the Statutes of the Peace Act 1908.

Declared at Hamilton this sixth day of

December 1920 Before me

W. P. Gray,

E. J. Meay  
 Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....



second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .



the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

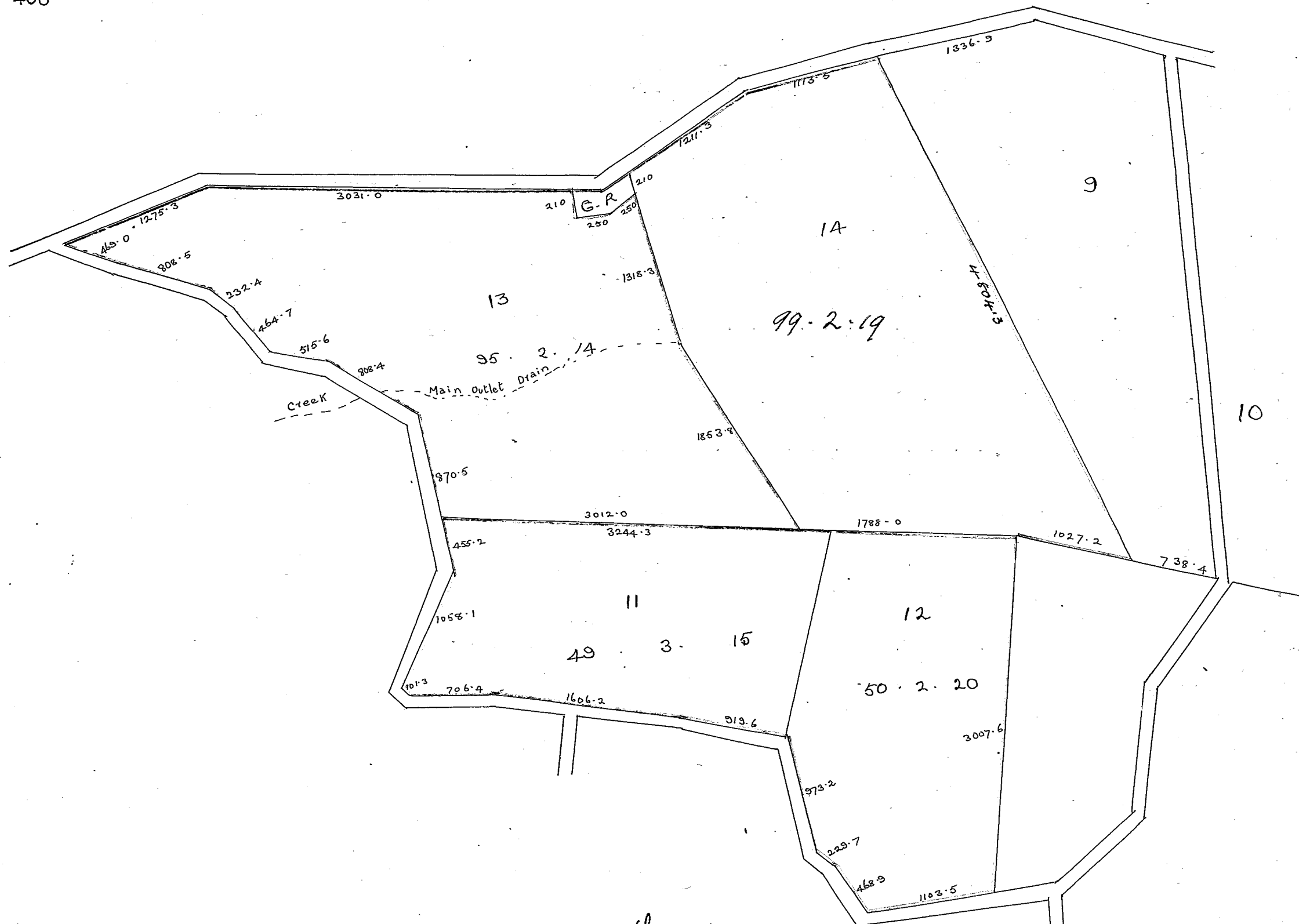
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

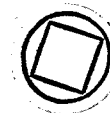
E. J. Mears, Solicitor, Hamilton.

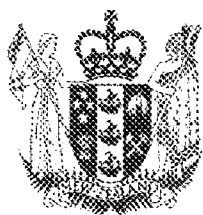


Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:

A. M. Hume Pro Richardson





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **179947**  
**Land Registration District** **South Auckland**  
**Date Issued** 24 November 2004

**Prior References**

SA3A/1080

---

<b>Estate</b>	Fee Simple
<b>Area</b>	5.7388 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan 343823

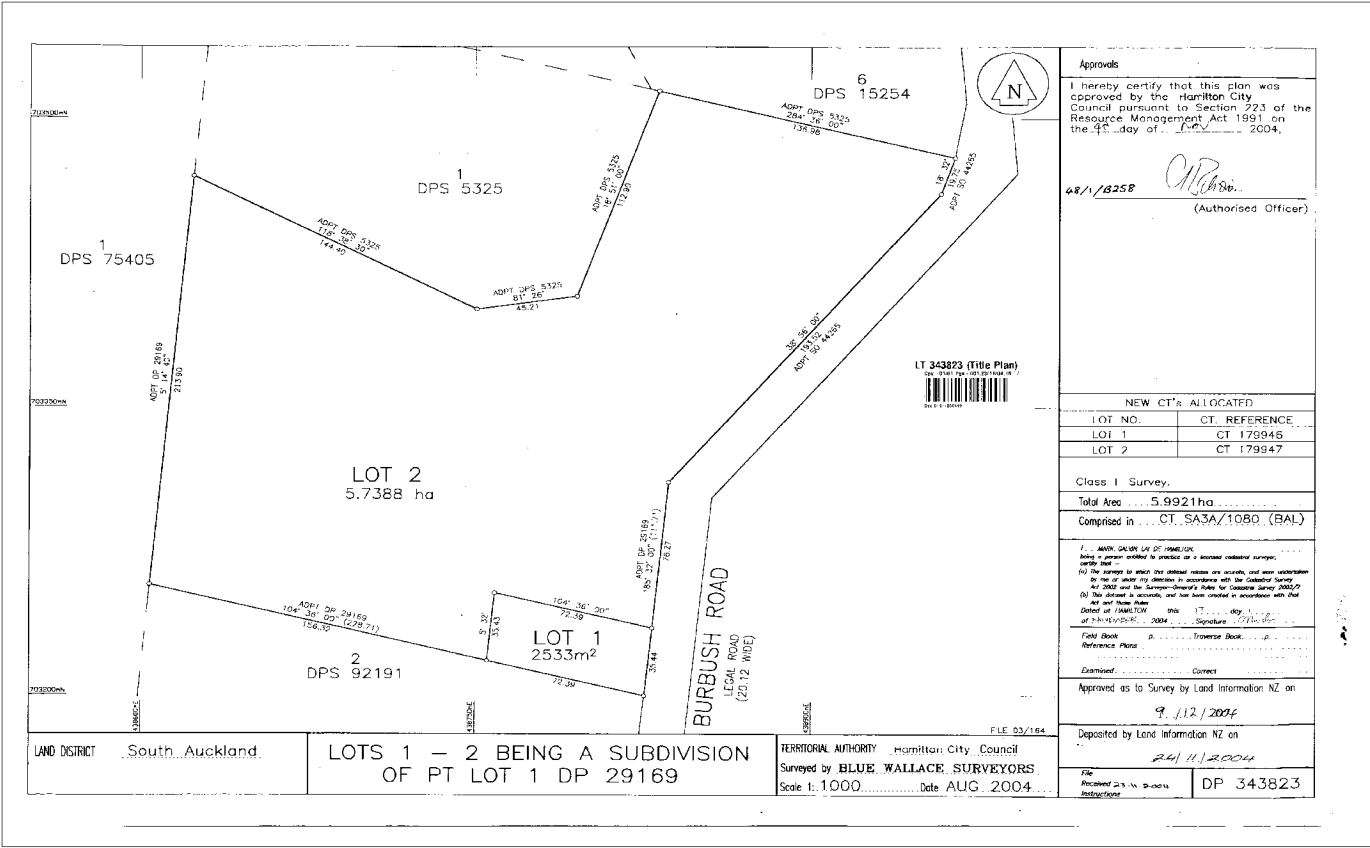
**Registered Owners**

William John Miles and Trudi Monica Miles

---

**Interests**


B041360.2 Mortgage to Bank of New Zealand - 6.9.1991 at 2.25 pm





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 226335  
**Land Registration District** South Auckland  
**Date Issued** 15 February 2013

**Prior References**

147743

---

<b>Estate</b>	Fee Simple
<b>Area</b>	2.0252 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan 355464

**Registered Owners**

Jennifer Lesley McKenzie and Mary-Ann Ritchie Hamilton

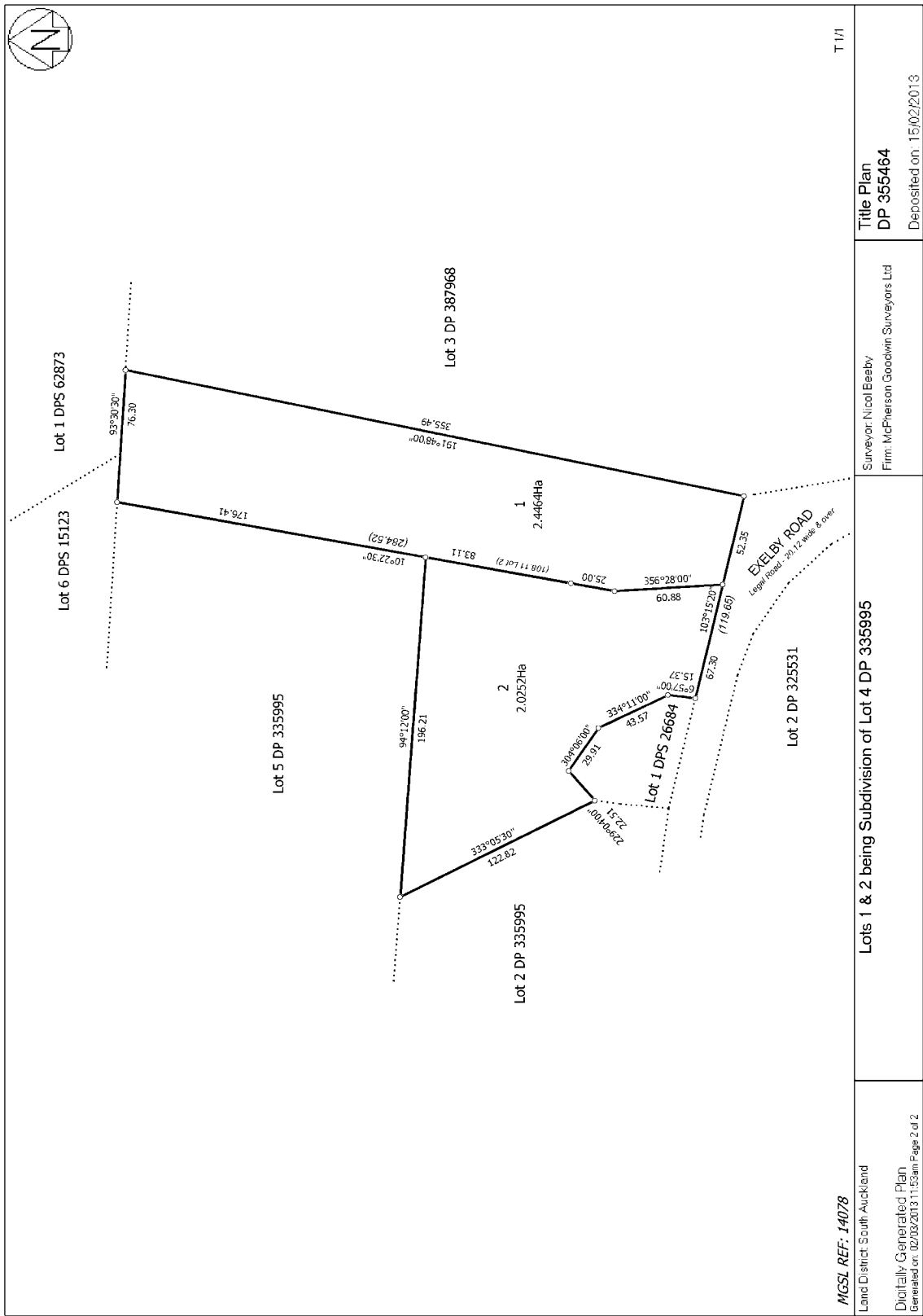
---

**Interests**

Appurtenant hereto are drainage rights created by Conveyance 295328 (R355/88)

Appurtenant hereto are drainage rights created by Covenant 339694 (R446/405)

9299585.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.2.2013 at 11:34 am





# View Instrument Details

Instrument No.	9299585.2
Status	Registered
Date & Time Lodged	15 Feb 2013 11:34
Lodged By	Parrish, Donna Sherraline Adelai
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

*Toitu te*  
**Land whenua**  
**Information**  
New Zealand



---

Affected Computer Registers	Land District
226334	South Auckland
226335	South Auckland

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**Annexure Schedule:** Contains 2 Pages.

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## Signature

Signed by Andrew Gordon Fletcher as Territorial Authority Representative on 15/02/2013 11:08 AM

**\*\*\* End of Report \*\*\***

**CONSENT NOTICE PURSUANT TO SECTION 221**  
**OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER of DP 355464 being a subdivision of Lot 4 DP 335995.

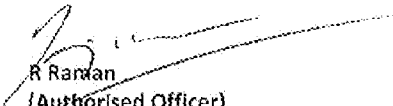
AND

IN THE MATTER of a Subdivision Consent pursuant to sections 108, 220 and 221 of the Resource Management Act 1991.

Pursuant to section 221(2) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 13 April 2005 imposed the following conditions on the resource consent to subdivide Lot 4 DP 335995:

1. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Computer Freehold Register for Lot 1 advising the owners and any subsequent owners that vehicle access to Exelby Road is to be located within a distance of 8.0 metres from the eastern boundary.*
  
2. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Computer Freehold Registers for Lot 1 and Lot 2 advising that at the time of urban subdivision the road access serving the site be at the western boundary of Lot 1 in accordance with the McPherson Goodwin Surveyors Ltd concept plan of file number 14078 (copy attached). Further, the siting of any detached dwelling and accessory building for Lot 1 and Lot 2 has to be accordance with the concept plan and not prejudice the subsequent re-subdivision of the land as shown on the plan.*

Dated at Hamilton this 5<sup>th</sup> day of February 2013.

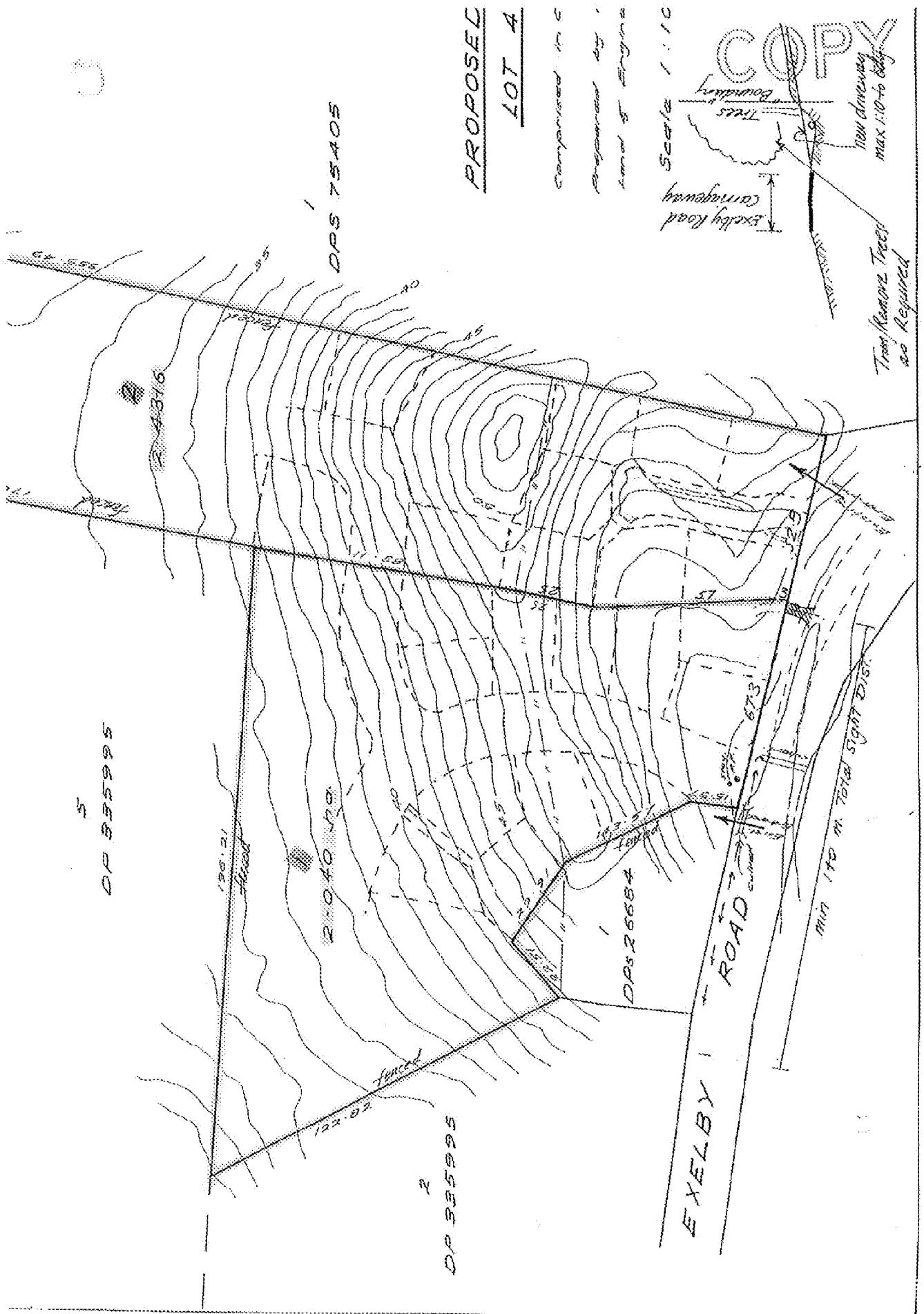
  
 R Ramani  
 (Authorised Officer)

HCC Ref: 2004.4754

Agent Ref: 14078

Subdivision Site: 244 Exelby Road, Hamilton

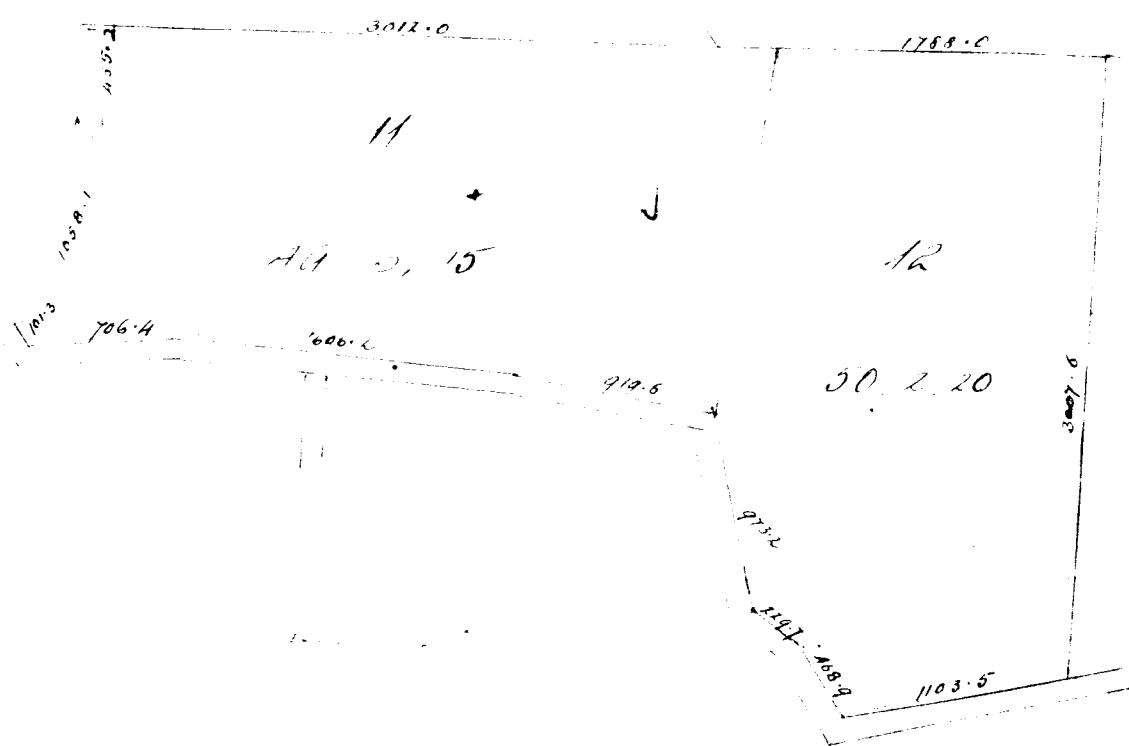




Ball & Spaight  
per J. S. Bent  
11/5/21

13

1A



8/11

other part of said lot Two on Plan C 97 Three thousand and seven and six tenths  
links, towards the South and West by a road One thousand one hundred and  
three and five tenths links, Four hundred and sixty eight and nine tenths links  
Two hundred and twenty nine and seven tenths links, Nine hundred and seventy-  
three and two tenths links, Nine hundred and nineteen and six tenths links,  
One thousand six hundred and six and two tenths links, Seven hundred and  
sixty six and four tenths links, One hundred and one and three tenths links, One  
thousand and fifty eight and one tenth links and Four hundred and fifty five  
and two tenths links. Be all the said several enclosures a little more or  
less as delineated by the plan drawn hereon enclosed Together with all the rights  
and appurtenances thereto belonging To Hold the same unto the Purchasers  
their executors administrators and assigns forever as tenants in common in equal  
shares Provided Always and it is hereby mutually covenanted agreed and declared  
by and between the parties hereto that the ditches or adjoining or adjacent to  
the boundaries of the said piece of land hereby conveyed and the adjoining lands  
of the Vendor shall at all times be kept clean and in good repair and condition  
by the Vendor and the Purchasers and their respective executors administrators and  
assigns being the owners and occupiers for the time being of the lands adjoining  
or adjacent to the same who derive benefit therefrom and such owners shall  
pay the cost thereof in equal shares (that is to say One half by the Vendor and  
one half by the Purchasers) or provide the labour and plant necessary for

that purpose in equal shares as aforesaid and if any such owner shall fail or neglect for fourteen days after written notice calling upon him to join in the clearing out or repair of any such drain has been delivered or left at his dwelling or posted to him at his usual address in the ordinary course of post from the person to whom he has so the said work and recover half the cost from the person to whom he has given such notice. Provided Further that the Purchasers their executors administrators and assigns the owners and occupiers for the time being of the said piece of land hereby conveyed and of every part thereof shall be and lawfully shall be free and free of charge to drain and discharge water from all drains now or hereafter in or around or adjoining the said land piece of land or any part thereof into the drains and streams joining the said land piece of land and to the free and uninterrupted flow and passage of the said water through the said drains and streams to the main outlet drain from the Vendor's lands and such last mentioned streams and drain shall be kept properly cleaned out and in good order and undisturbed by the Vendors their executors administrators and assigns (the owners for the time being of the land adjoining the same) at their own expense and in the event of their failing so to do aforesaid it shall be lawful for the Purchasers their executors administrators and assigns the owner or owners for the time being of the said land hereby conveyed or any part thereof to enter upon the said land or any part thereof and the adjoining streams and drains flow and clean out the same and to remove the cost thereof from such owner or owners for the time being and to recover the cost thereof from such adjoining owner or owners. And it is further agreed and declared that inasmuch as the boundaries of the said land are not clearly defined by any fences or other means and as fences are erected along or across such drains and fences shall be deemed to be boundary fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. It is further declared however that the occupation of land between the centre of the drains and such fences shall not be deemed adverse possession thereof as against the owner or owners of the land. And it is hereby agreed and declared that the provisions implied in consequence by Subsection (d) of section 56 of the Property Law Act 1908 shall be applied again against the Vendors and shall include the following deeds and documents numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179668, 183045, 183046, 222489, 183424, 256551, 72159, 2190, 2215, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 210735, 222488, 258015, 258016 and Reconveyance of 258016 and it is further declared for the purposes of the said proviso that the same shall be deemed to be (Number two) inclusive. An agreement in writing was entered into between the parties in respect of the foregoing transactions.

In Witness Whereof these presents have been executed.  
Signed by the said Joshua Mathers }  
In the presence of } Jos. Mathers

Signed by the said Charles Albert }  
Loughran by his Attorney Edward } Jos. Mathers  
James Meers acting under and by }  
virtue of a Deed Poll a Power of }  
Attorney dated the 23rd day of }  
July 1920 deposited in the Land }  
Transfer Office at Auckland as }  
Number 4064 in the presence of }  
H. P. Gray Solicitor Hamilton

I, Edward James Meers of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written deed in the name and on behalf of Charles Albert Loughran of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23rd day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Loughran and deposited in the Land Transfer Office at

Stamp 3/- £/s 6/12/20

Auckland as Number 4864 And that I have not received any notice or information of the  
 revocation of such power by death or otherwise

And I make this solemn declaration conscientiously believing the same to be true and by  
 virtue of the provisions of the Statutes of the Peace Act 1908.

Declared at Hamilton this sixth day of

December 1920 Before me

W. P. Gray,

E. J. Meay  
 Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....



second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

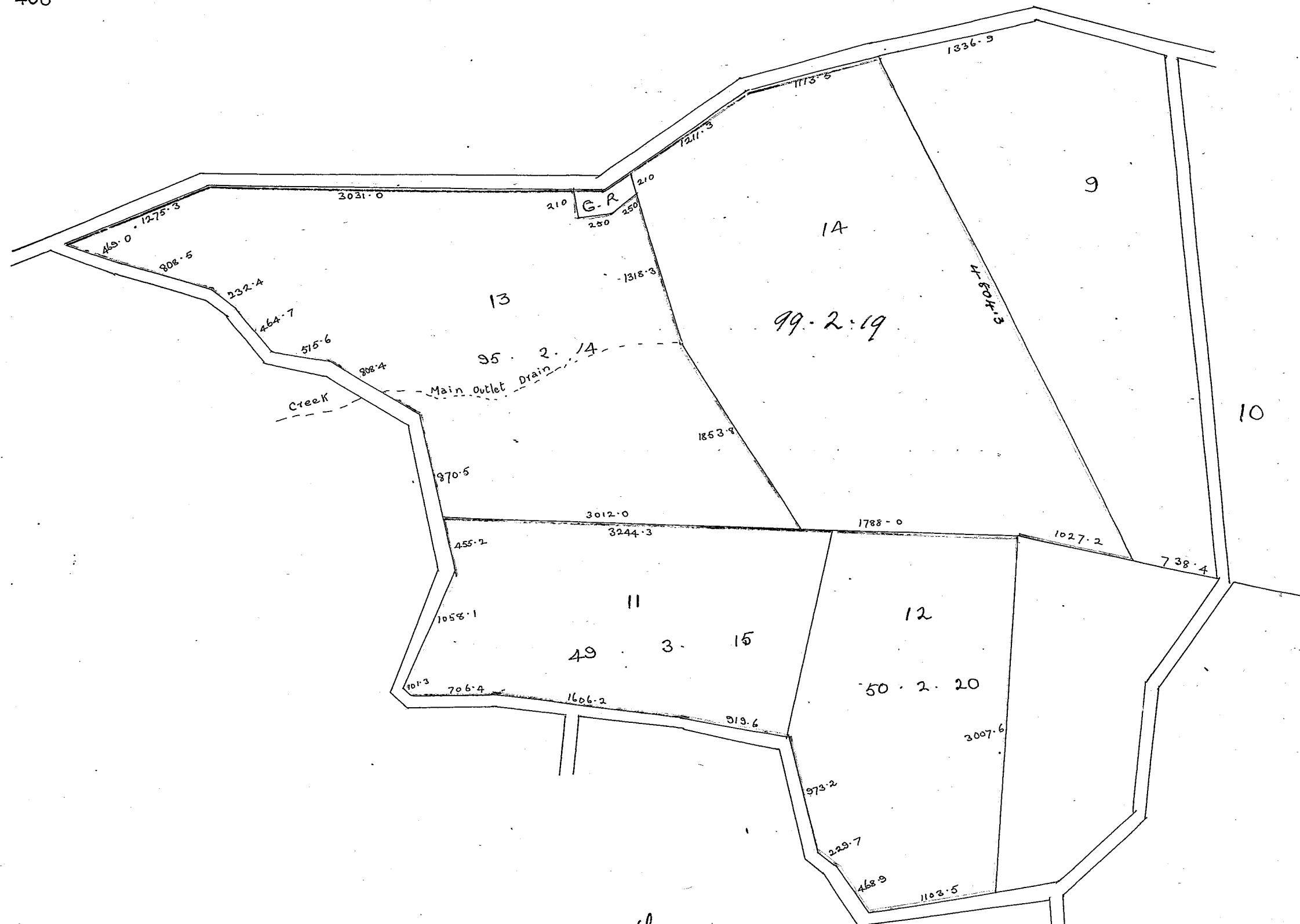
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

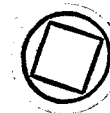
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:

A. M. Hume Pro Richardson







**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



**Identifier** 242203  
**Land Registration District** South Auckland  
**Date Issued** 29 May 2006

**Prior References**

SA14B/114

---

<b>Estate</b>	Fee Simple
<b>Area</b>	3.9298 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan 359488

**Registered Owners**

Douglas Craig Marsh, Jillian Anne Marsh and Ellice Tanner Trustees Limited

---

**Interests**

B641437.2 Mortgage to Bank of New Zealand - 9.1.2001 at 11.04 am

Subject to a right to convey electricity, telecommunications and computer media over parts marked A and C and to convey water over part marked D on DP 359488 created by Easement Instrument 6883386.2 - 29.5.2006 at 9:00 am

The easements created by Easement Instrument 6883386.2 are subject to Section 243 (a) Resource Management Act 1991

11108139.1 CAVEAT BY MA DEVELOPMENT ENTERPRISES LIMITED - 14.5.2018 at 12:51 pm

# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108139.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:51:52
<b>Lodged By</b>	Paul Allan Chambers

---

<b>Affected Computer Registers</b>	<b>Land District</b>
242203	South Auckland

---

## Registered Proprietor

Douglas Craig Marsh  
Jillian Anne Marsh  
Ellice Tanner Trustees Limited

---

## Caveator

Ma Development Enterprises Limited

---

## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 20 March 2018 between the Registered Proprietors as vendor and Ma Development Enterprises Limited as purchaser.

---

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

---

## Address for Service of Caveator

Ma Development Enterprises Limited  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

---

## Address for Registered Proprietor

Douglas Craig Marsh, Jillian Anne Marsh and Ellice Tanner Trustees Limited  
C/- Ellice Tanner Hart  
PO Box 19144  
Hamilton  
New Zealand  
3244

---

## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 ☒

# View Instrument Details

---

## Caveator Certifications

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 Paul Allan Chambers as Caveator Representative on 11/05/2018 05:30 PM

**\*\*\* End of Report \*\*\***

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

Land registration district

**SOUTH AUCKLAND**



**EI 6883386.2 Easement**

Cpy - 01/01, Pgs - 006, 28/05/06, 14:44



DocID: 511509550

Grantor

Surname(s) *mus.*

**Brian James ROBERTSON, Eleanor Mary ROBERTSON & NWM Trust Management Limited and Douglas Craig MARSH, Jillian Anne MARSH & NWM Trust Management**

Grantee

Surname(s) must be underlined or in CAPITALS.

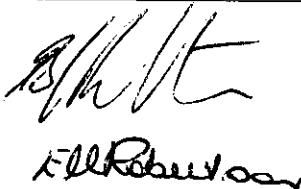
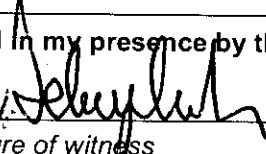
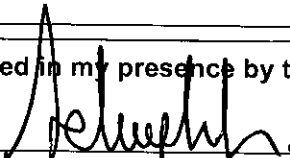
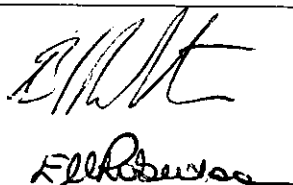
**Brian James ROBERTSON, Eleanor Mary ROBERTSON & NWM Trust Management Limited and Douglas Craig MARSH, Jillian Anne MARSH & NWM Trust Management Limited**

**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 9th day of December 2005

**Attestation**

 Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>S.F. COOK.</u> Occupation <u>SERVICE STATION OPERATOR</u> Address <u>HAMILTON.</u>
	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>S.F. COOK</u> Occupation <u>SERVICE STATION OPERATOR</u> Address <u>HAMILTON.</u>
 Signature [common seal] of Grantee	

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

F  
242202 - 242205 inclusive  
②

  
[Solicitor for] the Grantee

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

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easment Instrument

Dated

9/12/05

Page

1

of

1

pages

(Continue in additional Annexure Schedule, if required.)

**Continuation of "Attestation"**

Signed by the Grantor  
Douglas Craig Marsh,  
Jillian Anne Marsh and  
NWM Trust Management Limited  
in the presence of:

Signature of Witness: AKurth

Director

Witness Name: Anna Kurth

Occupation: Teacher

Address: 43 Hurrell Rd, RD1  
Hamilton

Signed by the Grantee  
Douglas Craig Marsh,  
Jillian Anne Marsh and  
NWM Trust Management Limited  
in the presence of:

Signature of Witness: AKurth.

Director

Witness Name: Anna Kurth

Occupation: Teacher

Address: 43 Hurrell Rd, RD1  
Hamilton

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.

**Annexure Schedule 1**

Easement instrument

Dated

9/12/05

Page

1

of

2

pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey electricity, telecommunications and computer media	"A" on DP 359488	242203	242202
	"C" on DP 359488		
	"B" on DP 359488	242205	242204
Right to convey water	"D" on DP 359488	242203	242202

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

Delete phrases in [ ] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~  
 [the provisions set out in Annexure Schedule 2].

**Covenant provisions**

Delete phrases in [ ] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~  
~~[Annexure Schedule 2].~~

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

*ELL B/L* *Dee* *Jim* *AK* *B* *Y*

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

9/12/05

Page

2

of

2

Pages



(Continue in additional Annexure Schedule, if required.)

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002  
SAVE THAT:

Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the modifications of this Easement Instrument, the modifications must prevail.

The maintenance provisions in the Fourth Schedule to the Land Transfer Regulations 2002 are modified as follows:-

Any maintenance, repair or replacement of the easement facility on the servient or dominant land that is necessary because of any act or omission by the Grantor and/or Grantee (which includes agents, employees, contractors, subcontractors and invitees of the Grantor and/or Grantee) must be carried out promptly by that owner at that owner's cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule).

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.

ELLR B/h Del JPA AK P u

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**Bank of New Zealand**

**Mortgagee under Mortgage B641437.2**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.  
Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

~~section~~ of the

Act

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**The deposit of plan 359488 and registration of the easements/therein** created

Dated this **9th** day of

**December 2005**

**Attestation**

SIGNED for and on behalf of  
BANK OF NEW ZEALAND  
by its Attorney:

**Erin Louise Jessie Price**

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name **Katrina Rodgers**

Occupation

**Bank Officer  
Auckland**

Address

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.



**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

Erin Louise Jessie Price

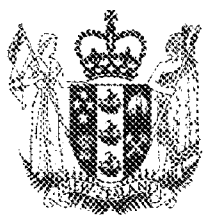
I, \_\_\_\_\_, Quality Assurance Officer, of Auckland, New Zealand,  
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland


DATED: 09 December 2005

Erin Price.



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **352196**  
**Land Registration District** **South Auckland**  
**Date Issued** 07 February 2008

**Prior References**

SA53C/7                      SA53C/8

---

<b>Estate</b>	Fee Simple
<b>Area</b>	2.0000 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan 387968

**Registered Owners**

Quing Lan Hai and Meng Fu Xiri

---

**Interests**

Appurtenant hereto are drainage rights created by Conveyance 295328 (R355/88)

Appurtenant hereto are drainage rights created by Covenant 339694 (R446/405)

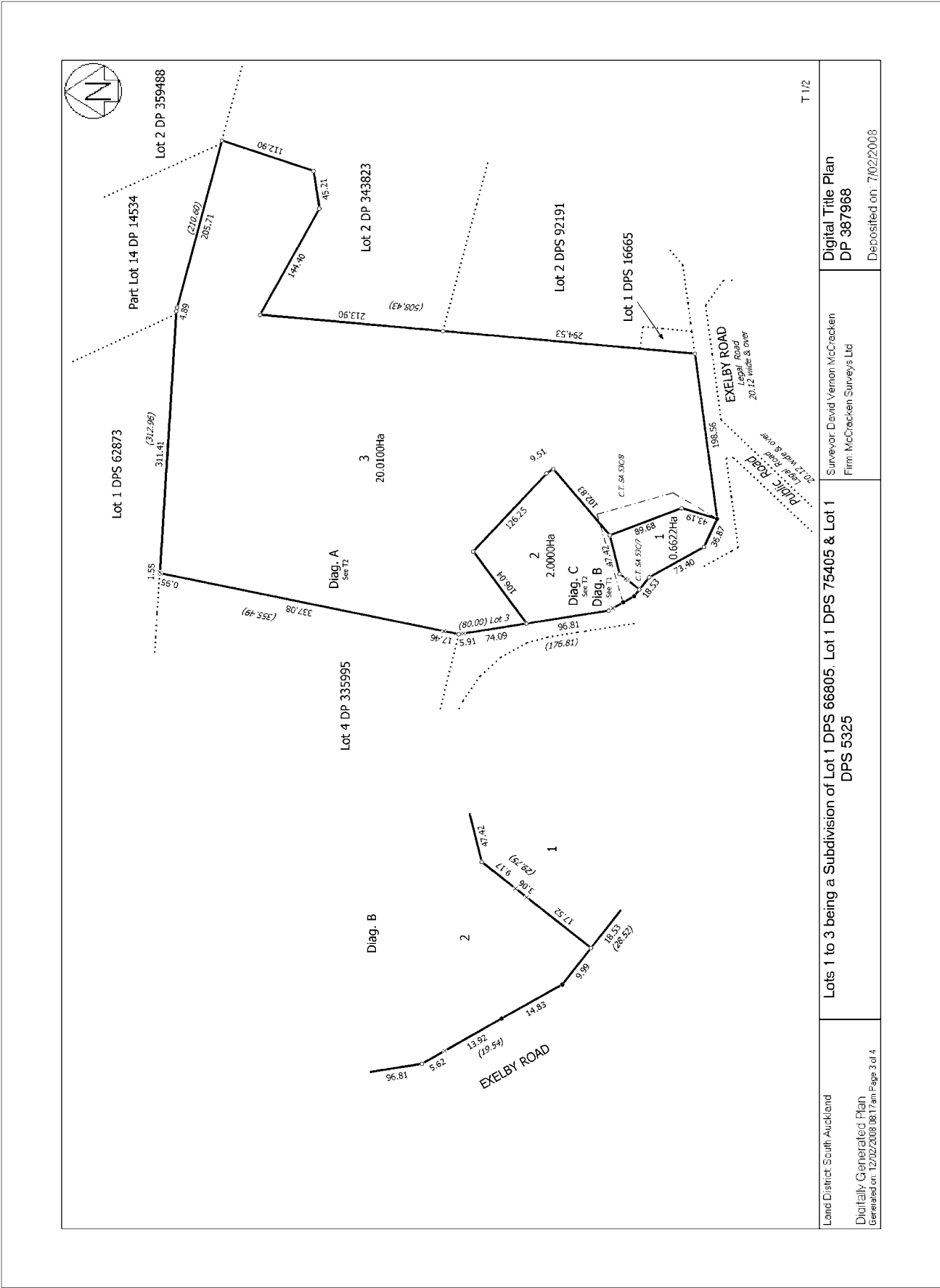
7704132.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.2.2008 at 9:00 am

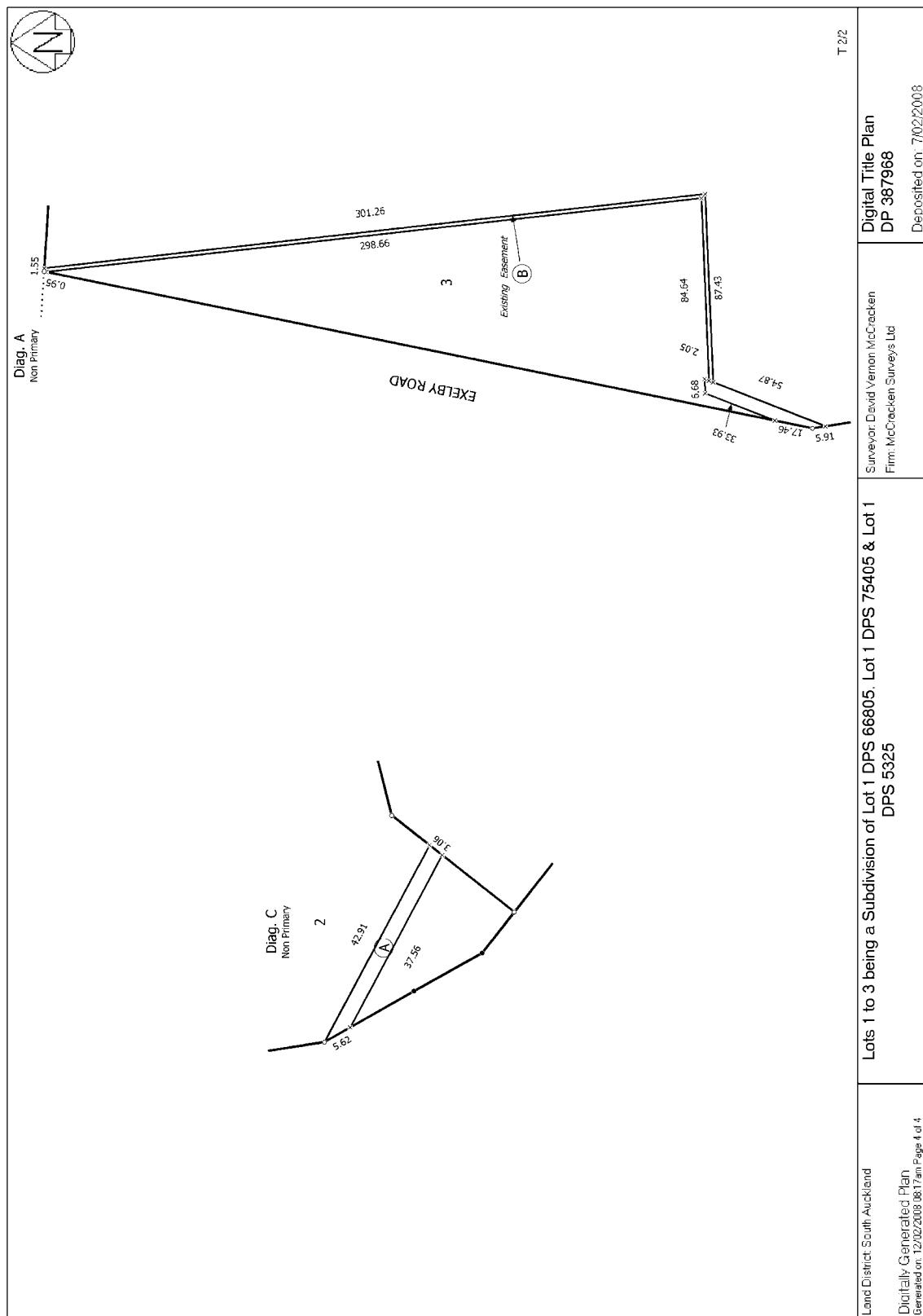
Subject to a right to convey electricity, telecommunications and computer media over part marked A DP 387968 created by Easement Instrument 7704132.3 - 7.2.2008 at 9:00 am

The easements created by Easement Instrument 7704132.3 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 7704132.4 - 7.2.2008 at 9:00 am

8237176.3 Mortgage to Wenqing Hai - 4.8.2009 at 9:47 am







**CONSENT NOTICE PURSUANT TO SECTION 221  
OF THE RESOURCE MANAGEMENT ACT 1991**

**CONO 7704132.1 Consen**

Cpy - 01/04, Pgs - 003, 05/02/08, 11:51



DocID: 511817064

IN THE MATTER

of DP 387968 being a subdivision of Lot 1 DPS 66805, Lot 1 DPS 75405 and Lot 1 DPS 5325.

AND


IN THE MATTER

of a Subdivision Consent pursuant to sections 108, 220 and 221 of the Resource Management Act 1991.

Pursuant to section 220(1) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 19-Aug-05 imposed the following conditions on the resource consent to subdivide Lot 1 DPS 66805, Lot 1 DPS 75405 and Lot 1 DPS 5325:

1. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Certificate/s of Title for Lots 1 and 2 advising that at the time of urban subdivision the road access be provided at Exelby Road in accordance with the McCracken Surveys Ltd concept plan of file number 03355 (copy attached). Further, the siting of any detached dwelling and accessory building for Lot 1 and Lot 2 has to be in accordance with the concept plan and not prejudice the subsequent re-subdivision of the land as shown on the plan.*
2. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Certificate/s of Title of Lot 3 advising that the location of any building or use of the property not be in conflict with the Rotokauri Structure Plan prepared by the Hamilton City Council.*

Pursuant to section 252 of the Local Government Act 1974 it is confirmed that the above is a true and correct copy of a decision made by the Council on the 19-Aug-05.

Dated at Hamilton this 29 day of Oct 2007.  


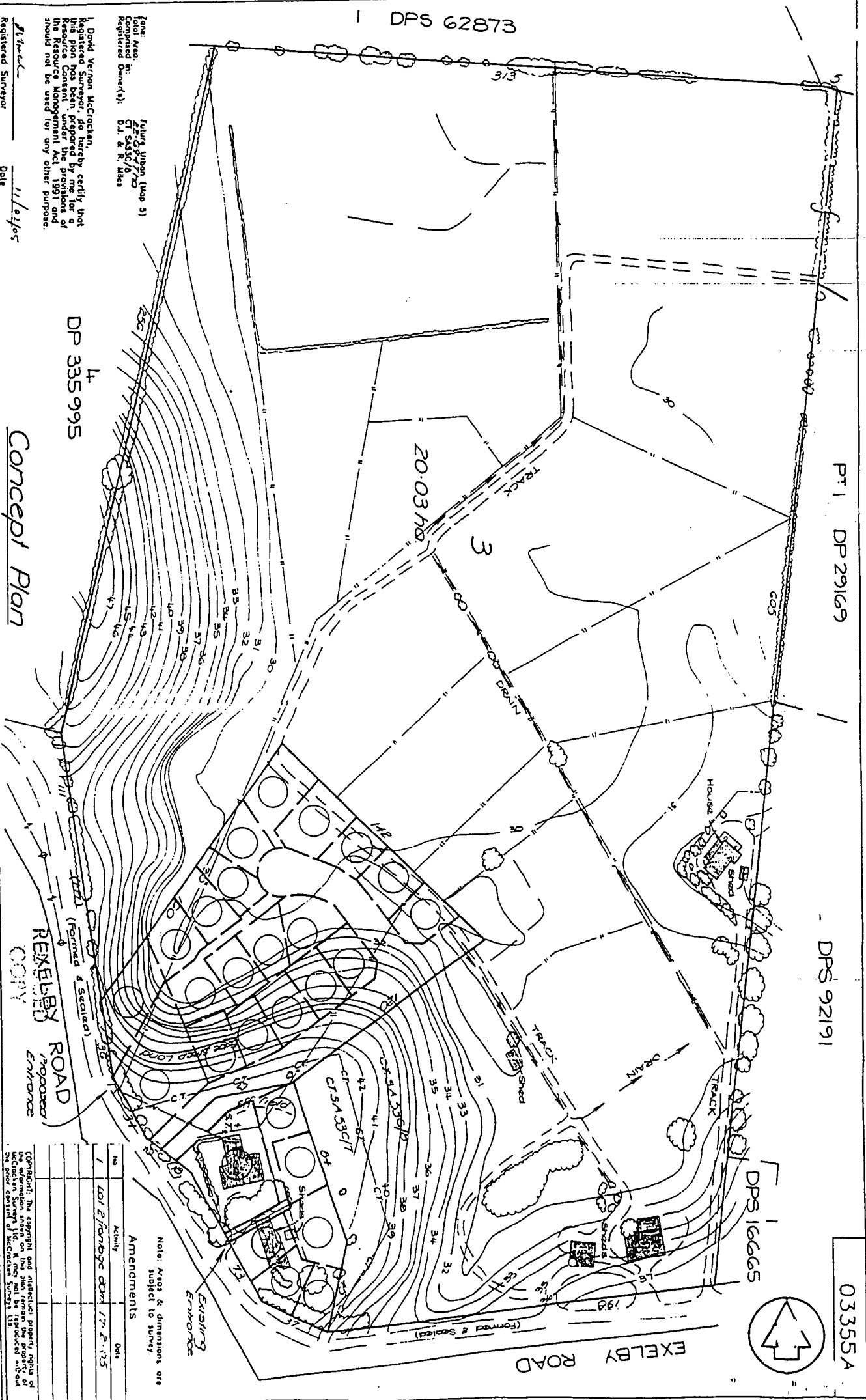
**G Bilimoria**  
**Planning Guidance Manager**  
**(Authorised Officer)**

HCC Ref: 48/1/E/123  
Agent Ref: 03355  
Subdivision Site: 188/212 Exelby Road

PT 1 DP 29169

DPS 92191

03355A



Zone: Future Urban (Map 3)  
Total Area: 22.6770  
Comprised of: 0.13630  
Registered Owner: D.J. & R. Miles

I, David Vernon McCracken,  
Registered Surveyor, do hereby certify that  
this plan has been prepared by me, for a  
resource consent under the provisions of  
the Resource Management Act 1991 and  
should not be used for any other purpose.

Registered Surveyor: \_\_\_\_\_ Date: 11/09/05

Concept Plan

RENEWED ROAD  
CORN  
EXISTING ENTRANCE

Note: Areas & dimensions are subject to survey.

No	Activity	Date
1	Lot 1 & 2 for sale	17.2.05

Copyright: The copyright and intellectual property rights of the information shown on this plan shall be reproduced without the prior consent of McCracken Survey Ltd.

McCRACKEN SURVEYS LTD.  
67 Norton Road, Hamilton  
P.O. Box 19182, Hamilton  
Phone: (07) 8481093  
Fax: (07) 8481094



Proposed Subdivision of Lot 1 DP 75405 & Lot 1 DP 66805. 188 Exelby Rd, Rorokouri

Prepared for:  
D.J. & R. Miles  
DRAWN: \_\_\_\_\_ CHECKED: \_\_\_\_\_  
PROJECT: DATE 27 SEP 2004 1:1250 A2 REF 03355

Landonline User ID: CT Legalha

LODGING FIRM: CT Legal

Address: PO Box 15227

Hamilton

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref: 1019/5

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:  
(LINZ Use only)

Priority Barcode/Date Stamp  
(LINZ use only)

Plan Number Pre-Allocated or  
to be Deposited:

Rejected Dealing Number:

Other (state) Mtgees Consent

7692868

CONO 7704132.1 Consen  
Cpy - 02/04, Pgs - 003,05/02/08,11:51  
Copies  
(inc. original)  
DocID: 511817064

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	SA53C/7 SA53C/8	CONO	Hamilton City Council	60.00						\$31	\$91.00
2	As above	OCT	Miles	195.00							\$195.00
3	352196 352195	EI	Miles	60.00							\$60.00
4	352196 352195 352197	EI	Miles	60.00							\$60.00
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Original Signatures? \_\_\_\_\_

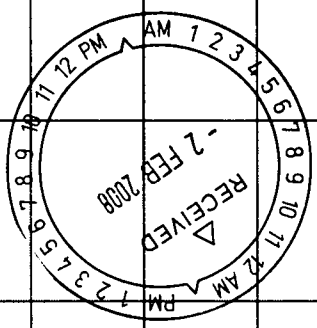
Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

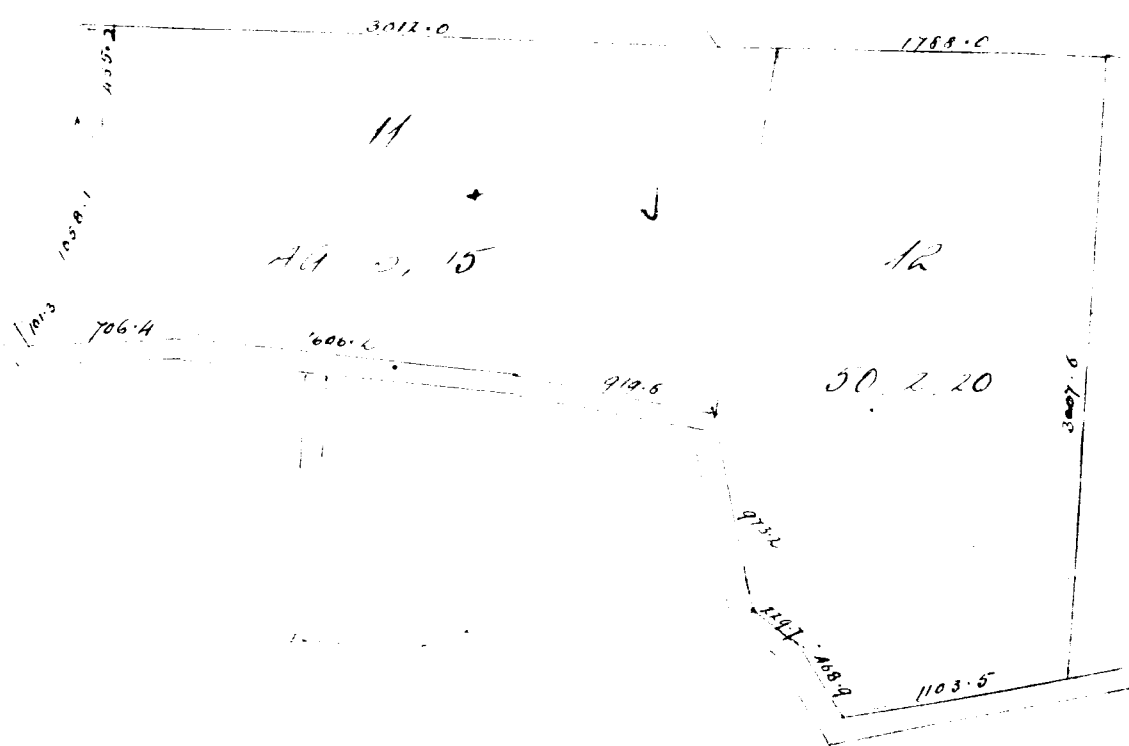
Subtotal (for this page)	\$406.00
Total for this dealing	\$406.00
Less Fees paid on Dealing # 7692868	
Debit my Account for	\$406.00



Ball & Spaight  
per J. S. Bent  
11/5/21

13

1A



8/17

other part of said lot Two on Plan C 97 Three thousand and seven and six tenths  
links, towards the South and West by a road One thousand one hundred and  
three and five tenths links, Four hundred and sixty eight and nine tenths links  
Two hundred and twenty nine and seven tenths links, Nine hundred and seventy-  
three and two tenths links, Nine hundred and nineteen and six tenths links,  
One thousand six hundred and six and two tenths links, Seven hundred and  
sixty six and four tenths links, One hundred and one and three tenths links, One  
thousand and fifty eight and one tenth links and Four hundred and fifty five  
and two tenths links. Be all the said several enclosures a little more or  
less as delineated by the plan drawn hereon enclosed Together with all the rights  
and appurtenances thereto belonging To Hold the same unto the Purchasers  
their executors administrators and assigns forever as tenants in common in equal  
shares Provided Always and it is hereby mutually covenanted agreed and declared  
by and between the parties hereto that the ditches or adjoining or adjacent to  
the boundaries of the said piece of land hereby conveyed and the adjoining lands  
of the Vendor shall at all times be kept clean and in good repair and condition  
by the Vendor and the Purchasers and their respective executors administrators and  
assigns being the owners and occupiers for the time being of the lands adjoining  
or adjacent to the same who derive benefit therefrom and such owners shall  
pay the cost thereof in equal shares (that is to say One half by the Vendor and  
one half by the Purchasers) or provide the labour and plant necessary for



that purpose in equal shares as aforesaid and if any such owner shall fail or neglect for fourteen days after written notice calling upon him to join in the clearing out or repair of any such drain has been delivered or left at his dwelling or posted to him at his usual address in the ordinary course of post from the person to whom he has so the said work and recover half the cost from the person to whom he has given such notice. Provided Further that the Purchasers their executors administrators and assigns the owners and occupiers for the time being of the said piece of land hereby conveyed and of every part thereof shall be and lawfully shall be free and free of charge to drain and discharge water from all drains now or hereafter in or around or adjoining the said land piece of land or any part thereof into the drains and streams joining the said land piece of land and to the free and uninterrupted flow and passage of the said water through the said drains and streams to the main outlet drain from the Vendor's lands and such last mentioned streams and drain shall be kept properly cleaned out and in good order and undisturbed by the Vendors their executors administrators and assigns (the owners for the time being of the land adjoining the same) at their own expense and in the event of their failing so to do aforesaid it shall be lawful for the Purchasers their executors administrators and assigns the owner or owners for the time being of the said land hereby conveyed or any part thereof to enter upon the said land or any part thereof and the adjoining streams and drains flow and clean out the same and to remove the cost thereof from such owner or owners for the time being and to recover the cost thereof from such adjoining owner or owners. And it is further agreed and declared that inasmuch as the boundaries of the said land are not clearly defined by any fences or other means and as fences are erected along or across such drains and fences shall be deemed to be boundary fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. It is further declared however that the occupation of land between the centre of the drains and such fences shall not be deemed adverse possession thereof as against the owner or owners of the land. And it is hereby agreed and declared that the provisions implied in consequence by Subsection (d) of section 56 of the Property Law Act 1908 shall be applied again against the Vendors and shall include the following deeds and documents numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179668, 183045, 183046, 222489, 183424, 256551, 72159, 2190, 2215, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 210735, 222488, 258015, 258016 and Reconveyance of 258016 and it is further declared for the purposes of the said proviso that the same shall be deemed to be (Number two) inclusive. An agreement in writing was entered into between the parties in respect of the foregoing transactions.

In Witness Whereof these presents have been executed.  
Signed by the said Joshua Mathers }  
In the presence of } Jos. Mathers

Signed by the said Charles Albert }  
Loughran by his Attorney Edward } Jos. Mathers  
James Meers acting under and by }  
virtue of a Deed Poll a Power of }  
Attorney dated the 23rd day of }  
July 1920 deposited in the Land }  
Transfer Office at Auckland as }  
Number 4064 in the presence of }  
H. P. Gray Solicitor Hamilton

I, Edward James Meers of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written deed in the name and on behalf of Charles Albert Loughran of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23rd day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Loughran and deposited in the Land Transfer Office at

Stamp 3/- £/M 6/12/20

Auckland as Number 4864 And that I have not received any notice or information of the  
 revocation of such power by death or otherwise

And I make this solemn declaration conscientiously believing the same to be true and by  
 virtue of the provisions of the Statutes of the Peace Act 1908.

Declared at Hamilton this sixth day of

December 1920 Before me

W. P. Gray,

E. J. Meay  
 Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

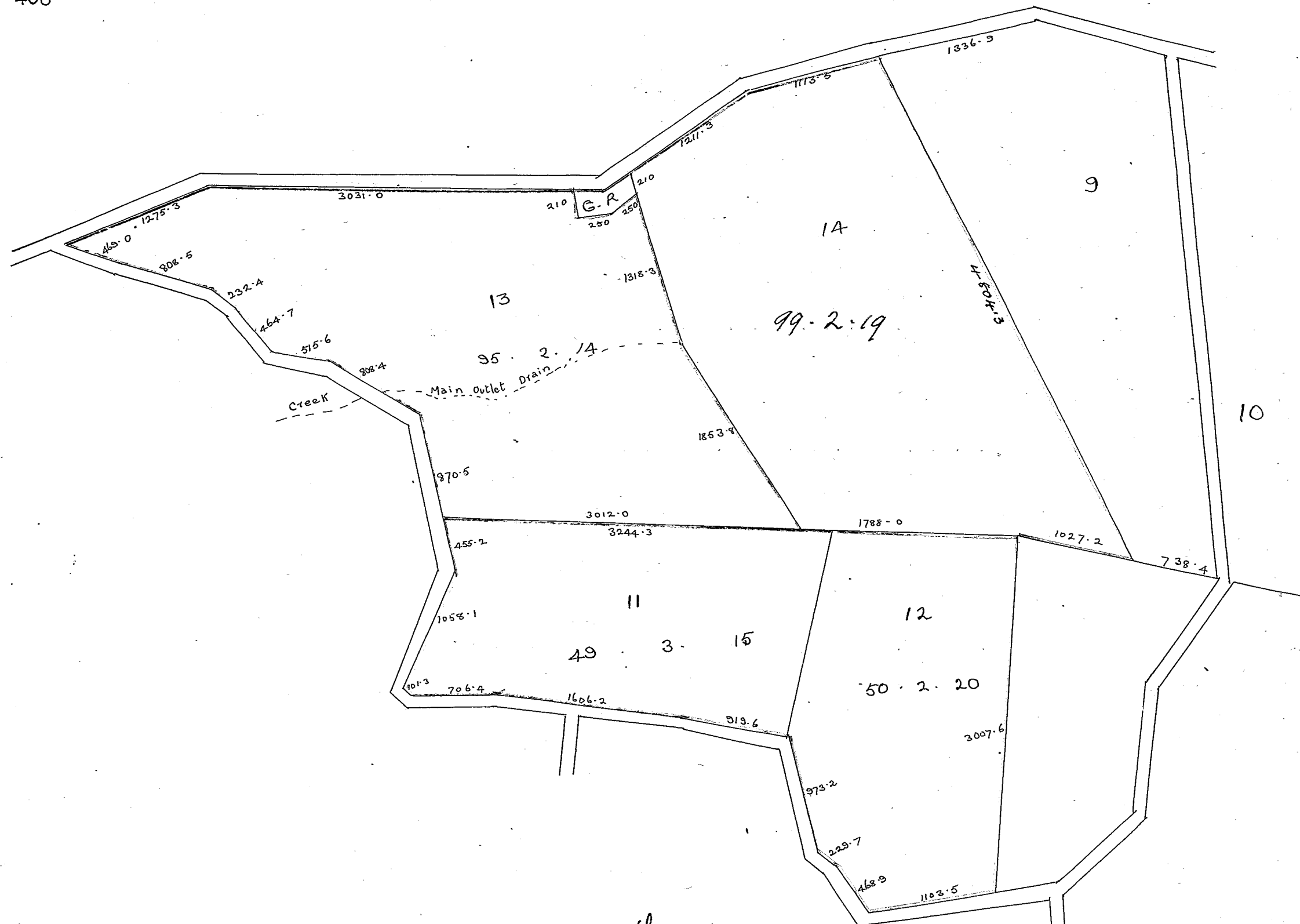
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

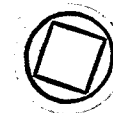
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:

A. M. Hume Pro Richardson



Approved by Registrar-General of Land under No. 2002/6055

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

Sections 90A and 90F, Land Transfer Act 19

**EI 7704132.3 Easement I**

Land registration district

**SOUTH AUCKLAND**



Cpy - 01/01, Pgs - 003, 05/02/08, 11:50



DocID: 611817062

Grantor

Surname(s) must be underlined or in CAPITALS.

**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

Grantee

Surname(s) must be underlined or in CAPITALS.

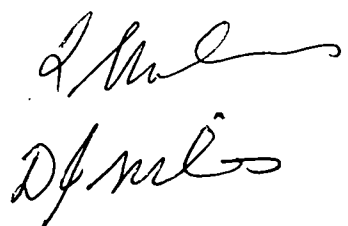

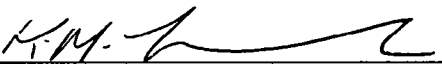
**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

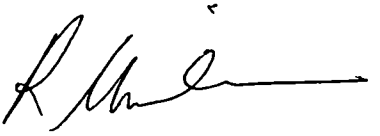
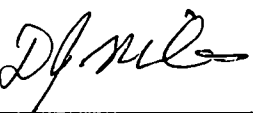

**Grant\* of easement or *profit à prendre* or creation or covenant**

**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 29th day of November 2007

**Attestation**

  	<b>Signed in my presence by the Grantor</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantor</b>	

  	<b>Signed in my presence by the Grantee</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantee</b>	

**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.





**Dated**

**1**

of

**2**

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 or in gross)
Right to Convey Electricity, Telecommunications & Computer Media	387968 <b>A</b>	352196	352195

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

[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].~~

Dfne Ann. 10MF



**Annexure Schedule**



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

2

of

2

Pages

(Continue in additional Annexure Schedule, if required.)

**RIGHT TO CONVEY ELECTRICITY**

The same rights and powers as set out in paragraph 7 of the Fourth Schedule to the Land Transfer Regulations 2002.

**RIGHT TO CONVEY TELECOMMUNICATIONS AND COMPUTER MEDIA**

The same rights and powers as set out in paragraph 8 of the Fourth Schedule to the Land Transfer Regulations 2002.

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002  
SAVE THAT:

- (a) Any maintenance, repair or replacement of any easement facility set out herein that is necessary because of any act or omission by any user (being either or all the owners of the dominant and servient tenement) of the easement facility (which includes any of their agents, employees, contractors, subcontractors or invitees of the user) must be carried out promptly by that user at the sole cost of that user or in such proportion as relates to the act or omission.
- (b) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail.
- (c) Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

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.

KMF D. J. M. Allen.

Approved by Registrar-General of Land under No. 2002/6055

**Easement instrument to grant easement or *profit à prendre* or create land covenant**

Sections 90A and 90F, Land Transfer Act 19

**EI 7704132.4 Easement I**

Land registration district

**SOUTH AUCKLAND**



Cpy - 01/01, Pgs - 006, 05/02/08, 11:50



DocID: 511817061

Grantor

Surname(s) must be underlined or in CAPITALS.

**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

Grantee

Surname(s) must be underlined or in CAPITALS.

**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

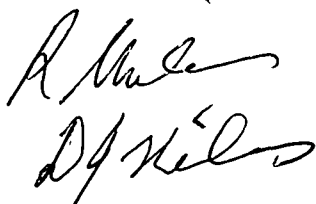
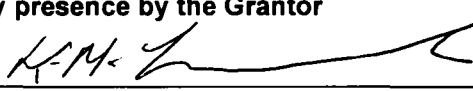
**Grant\* of easement or *profit à prendre* or creation or covenant**

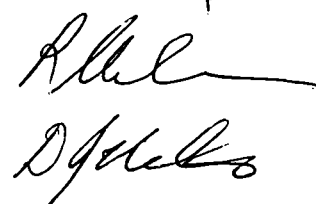
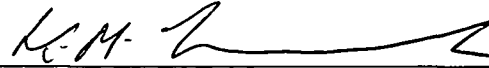
**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers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

Dated this 18<sup>th</sup> day of

January 2008

**Attestation**

	<b>Signed in my presence by the Grantor</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantor</b>	

	<b>Signed in my presence by the Grantee</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantee</b>	

**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.



**Dated**

--

**1**

of

3

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)
<b>Restrictive Covenants</b>	<b>387968</b>	<b>352196</b>	<b>352195</b> <b>352197</b>

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

[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**

Shu Am 104F

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc



Easement

Dated

Page

2

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**1.0 Restrictive Covenants**

**1.1 The Grantor shall not:**

- a. Erect any fencing in materials of cement board panels or sheets, corrugated iron or metal sheeting or paint any fence erected with other than colours which are in keeping with the rural environment.
- b. Erect any dwelling with an internal floor area of less than 150m<sup>2</sup> excluding any garaging.
- c. Erect any building for the purposes of temporary accommodation nor use any caravan on the allotment for any residential purpose.
- d. Erect any building with an external wall cladding other than one or more of the following claddings:
  - (i) Kiln fired or concrete brick;
  - (ii) Stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete;
  - (iii) Stone;
  - (iv) Timber;
  - (v) Metal laminate on solid timber.
- e. Allow any form of metal roofing on the property unless it has been prepainted.
- f. Erect any building previously erected on other land except temporary structures placed on the property in conjunction with the construction of a permanent building on the property.
- g. Erect any building that does not comply with the Hamilton City Council District Plan or Transitional Plan (in so far as the same may apply) including but without limitation as to height, bulk, location and yards, notwithstanding that the Council may be prepared to grant dispensation from strict adherence to the provisions of the District Plan or Transitional Plan.
- h. Erect any commercial glasshouse, tunnelhouse or like structure.
- i. Erect any associated outbuilding or any other structure of materials or in a style different to the dwellinghouse.
- j. Erect any dwelling upon the land which has a value of less than TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) plus GST (*"the minimum value"*). This minimum value shall be increased as at the date twelve (12) months after the date of registration of this covenant (*"the first increase date"*) and then at annual intervals (*"the subsequent increase date"*) by the amount of the percentage annual increase shown in the Domestic Building Cost Index of the Hamilton area prepared by the New Zealand Master Builders Federation Incorporated or its successor during the 12 month period immediately preceding the first increase date or the subsequent

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.

*[Signature]*

*[Signature]*

KMF

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc



Easement

Dated

Page 3 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

increase date as the case may be, and a Certificate of Value by a Registered Valuer or Architect shall be accepted as prima facie evidence of such value.

- k. Allow the construction work of any dwelling being erected on the land to remain uncompleted for a period longer than twelve (12) months from the date of commencement of the construction work.
- l. Occupy the land or use the land as a residence until the dwelling has been completed in accordance with the approved plans and specifications and the Hamilton City Council has issued a Code Compliance Certificate.
- m. Erect any permanent advertising structure or hoardings.
- n. Allow the keeping on the allotment of pigs, horses, donkeys, mules, poultry (including roosters), or geese, for commercial purposes or any other bird or animal which creates an intrusive noise or smell, nor use the property for animal boarding kennels.
- o. Allow the dwelling to be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "*institutional residential purposes*" shall include the use of the property for housing purposes by central or local government or private or public health sector agencies. This clause however shall not prevent the property being used for home based employment (including home stays) by the occupier provided that such use has been consented to by the Hamilton City Council.
- p. Use the property for other than residential purposes and in particular use it for any commercial purpose associated with garden centres and plant nurseries or for a caravan, motor vehicle, boat, trailer, sales, construction or repair or as a workshop for any trade or calling.
- q. Allow the property to be in an unkempt condition or allow the excessive growth of grass or weeds.
- 1.2 If the Grantor breaches one of the matters referred to in clause 1.1, the Grantor shall pay all reasonable legal costs and other expenses incurred by the party enforcing the covenants. The Grantor shall only have any liability while the Grantor is a registered proprietor of the property (other than in respect of legal costs and other expenses incurred while the Grantor is a registered proprietor of the property).

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.

*[Handwritten signatures: D. J. J., R. J., K. J.]*

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Mortgage**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**ANZ BANKING GROUP (NEW ZEALAND)  
LIMITED**

**Mortgagee under Mortgage no. H959634**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**the registration of the following:**

- 1. Deposited Plan 387968;**
- 2. Easement Instrument;**
- 3. Order for new certificates of title;**
- 4. Consent notice.**
- 5. Restrictive Covenants**

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part X111 of the Companies Act 1993.

Dated this 24<sup>th</sup> day of December 2007

**Attestation**

**ANZ National Bank Limited  
by its Attorney**

KAPUA KATRINA GARDINER

*Katrina Gardiner*

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

**ASH MAHARAJ  
BANK OFFICER  
AUCKLAND**

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**The ANZ National Bank Limited**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, **KAPUA KATRINA GARDINER**, Manager Lending Services of Auckland in New Zealand, certify that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.


**SIGNED** by the abovenamed )  
Attorney at Auckland on this )  
24<sup>th</sup> day of December 2007 )

  
KAPUA KATRINA GARDINER



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **544748**  
**Land Registration District** **South Auckland**  
**Date Issued** 20 December 2013

**Prior References**

352197

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<b>Estate</b>	Fee Simple
<b>Area</b>	2.0040 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan 439444

**Registered Owners**

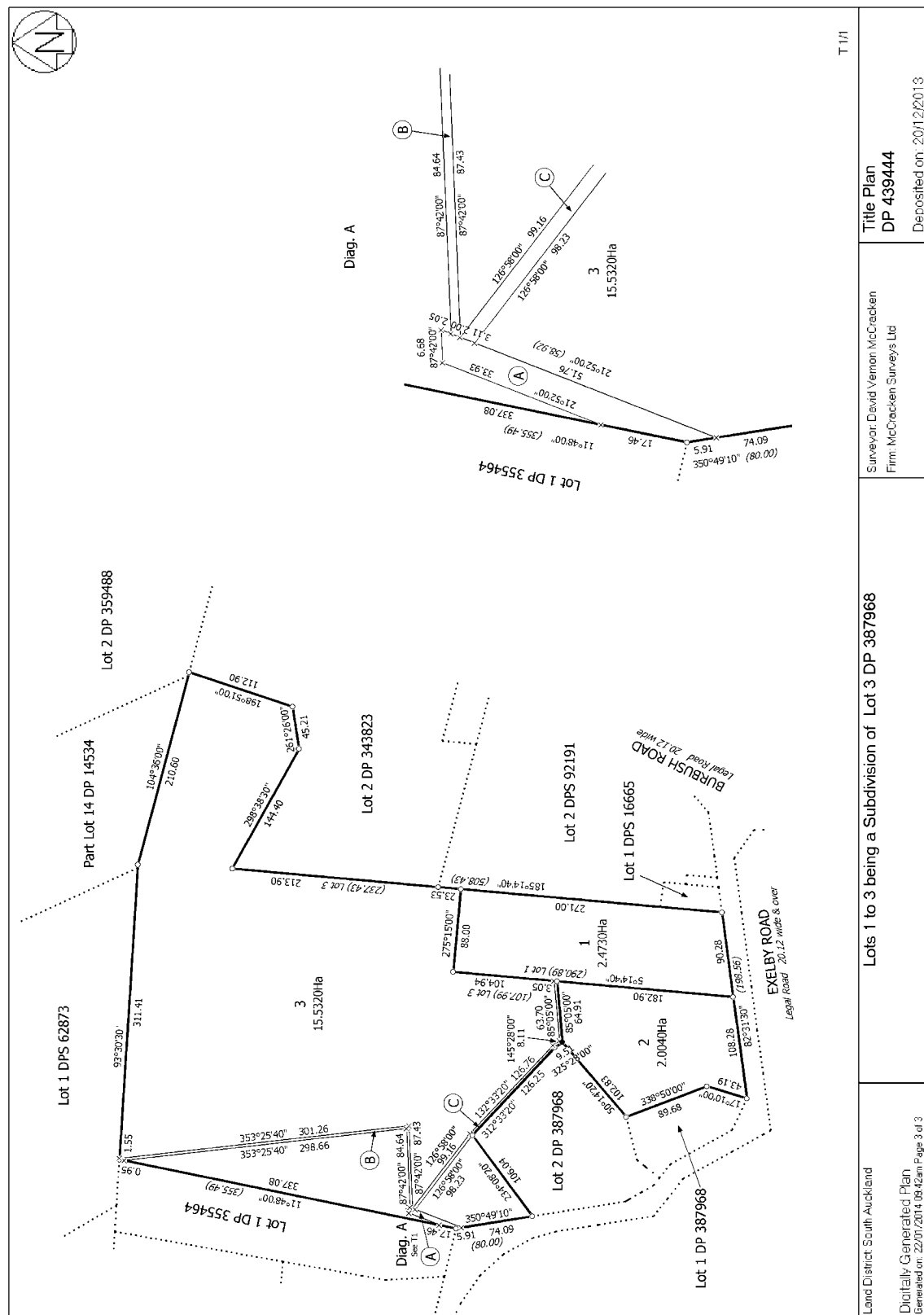
Heejin Song as to a 1/3 share  
Chang Ho Choi as to a 2/3 share

---

**Interests**

Appurtenant hereto are drainage rights created by Conveyance 295328 (R355/88) - 21.3.1921 at 10:45 am  
Appurtenant hereto are drainage rights created by Covenant 339694 (R446/405) - 10.11.1924 at 10:20 am  
7704132.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.2.2008 at 9:00 am  
Land Covenant in Easement Instrument 7704132.4 - 7.2.2008 at 9:00 am  
9387286.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 20.12.2013 at 3:08 pm







**CONSENT NOTICE PURSUANT TO SECTION 221**  
**OF THE RESOURCE MANAGEMENT ACT 1991**

**CONO 7704132.1 Consen**

Cpy - 01/04, Pgs - 003, 05/02/08, 11:51



DocID: 511817064

IN THE MATTER

of DP 387968 being a subdivision of Lot 1 DPS 66805, Lot 1 DPS 75405 and Lot 1 DPS 5325.

AND


IN THE MATTER

of a Subdivision Consent pursuant to sections 108, 220 and 221 of the Resource Management Act 1991.

Pursuant to section 220(1) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 19-Aug-05 imposed the following conditions on the resource consent to subdivide Lot 1 DPS 66805, Lot 1 DPS 75405 and Lot 1 DPS 5325:

1. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Certificate/s of Title for Lots 1 and 2 advising that at the time of urban subdivision the road access be provided at Exelby Road in accordance with the McCracken Surveys Ltd concept plan of file number 03355 (copy attached). Further, the siting of any detached dwelling and accessory building for Lot 1 and Lot 2 has to be in accordance with the concept plan and not prejudice the subsequent re-subdivision of the land as shown on the plan.*
2. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Certificate/s of Title of Lot 3 advising that the location of any building or use of the property not be in conflict with the Rotokauri Structure Plan prepared by the Hamilton City Council.*

Pursuant to section 252 of the Local Government Act 1974 it is confirmed that the above is a true and correct copy of a decision made by the Council on the 19-Aug-05.

Dated at Hamilton this 29 day of Oct 2007.  


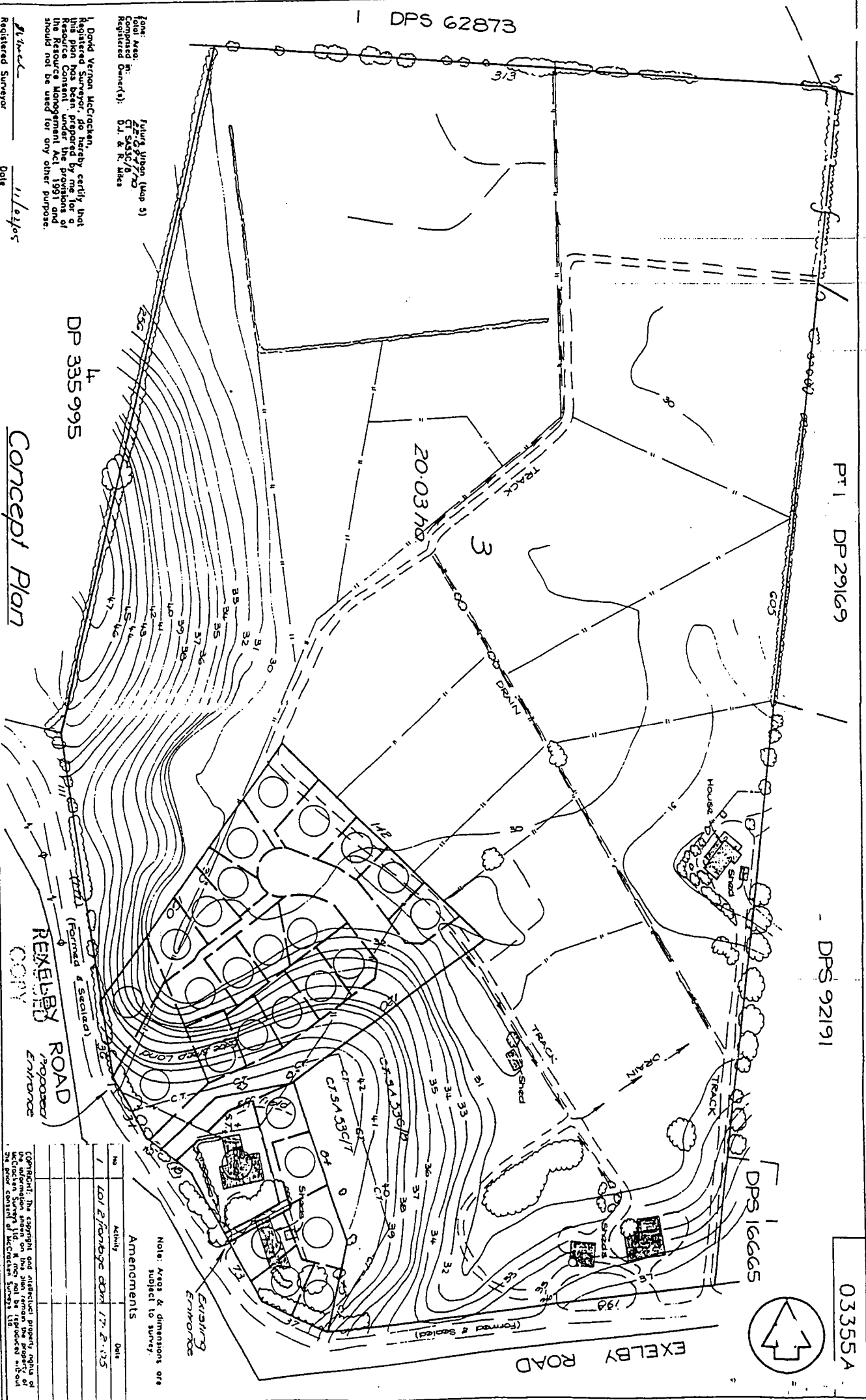
**G Bilimoria**  
**Planning Guidance Manager**  
**(Authorised Officer)**

HCC Ref: 48/1/E/123  
Agent Ref: 03355  
Subdivision Site: 188/212 Exelby Road

PT 1 DP 29169

DPS 92191

03355A



Zone: Future Urban (Map 5)  
Total Area: 22.6770  
Composed of: 0.13630  
Registered Owner: D.J. & R. Miles

I, David Vernon McCracken,  
Registered Surveyor, do hereby certify that  
this plan has been prepared by me, for a  
resource consent under the provisions of  
the Resource Management Act 1991 and  
should not be used for any other purpose.

Registered Surveyor: \_\_\_\_\_ Date: 11/09/05

Concept Plan

RENEWED ROAD  
CORN  
EXISTING ENTRANCE

Note: Areas & dimensions are subject to survey.

No	Activity	Date
1	Lot 1 & 2 to be done 17.2.15	

Copyright: The copyright and intellectual property rights of the information shown on this plan shall be reproduced without the prior consent of McCracken Survey Ltd.

McCRACKEN SURVEYS LTD.  
67 Norton Road, Hamilton  
P.O. Box 19182, Hamilton  
Phone: (07) 8481093  
Fax: (07) 8481094



Proposed Subdivision of Lot 1 DP 75405 & Lot 1 DP 66805. 188 Exelby Rd, Rotorua

Prepared for:  
D.J. & R. Miles  
DRAWN: \_\_\_\_\_ CHECKED: \_\_\_\_\_  
DATE: 27 SEP 2004 1:1250 A2 REF 03355

Landonline User ID: CT Legalha

LODGING FIRM: CT Legal

Address: PO Box 15227

Hamilton

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref: 1019/5

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:  
(LINZ Use only)

Priority Barcode/Date Stamp  
(LINZ use only)

Plan Number Pre-Allocated or  
to be Deposited:

Rejected Dealing Number:

Other (state) Mtgees Consent

7692868

CONO 7704132.1 Consen  
Cpy - 02/04, Pgs - 003,05/02/08,11:51  
Copies  
(inc. original)  
DocID: 511817064

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	SA53C/7 SA53C/8	CONO	Hamilton City Council	60.00						\$31	\$91.00
2	As above	OCT	Miles	195.00							\$195.00
3	352196 352195	EI	Miles	60.00							\$60.00
4	352196 352195 352197	EI	Miles	60.00							\$60.00
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Original Signatures? \_\_\_\_\_

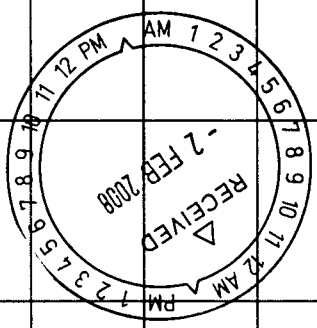
Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Subtotal (for this page)	\$406.00
Total for this dealing	\$406.00
Less Fees paid on Dealing # 7692868	
Debit my Account for	\$406.00





# View Instrument Details

<b>Instrument No.</b>	9387286.3
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	20 Dec 2013 15:08
<b>Lodged By</b>	Lidgard, Juanita Marie
<b>Instrument Type</b>	Consent Notice under s221(4)(a) Resource Management Act 1991

*Toitu te*  
**Land whenua**  
**Information**  
New Zealand



---

<b>Affected Computer Registers</b>	<b>Land District</b>
352197	South Auckland

---

**Annexure Schedule:** Contains 1 Page.

---

## Signature

Signed by Carolyn Tania Hopkins as Territorial Authority Representative on 11/12/2013 01:41 PM

**\*\*\* End of Report \*\*\***



**Hamilton City Council**  
Te kaunihera o Kirikiriroa

**CONSENT NOTICE PURSUANT TO SECTION 221**  
**OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER of DP 439444 being a subdivision of Lot 3 DP 387968.

AND

IN THE MATTER of a Subdivision Consent pursuant to sections 108, 220 and 221 of the  
Resource Management Act 1991.

Pursuant to section 221(2) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 26th October 2010 imposed the following conditions on the resource consent to subdivide Lot 3 DP 387968:

1. *That pursuant to section 221 of the Resource Management Act 1991, a consent notice be registered on the Computer Freehold Registers for Lots 2 and 3 advising current and prospective owners of the requirements to adhere to the Rotokauri Structure Plan with regard to any potential development of the lots noting that both lots have a green corridor — cycle/pedestrian link indicated.*
2. *That pursuant to section 221 of the Resource Management Act 1991, a consent notice be registered on the Computer Freehold Register for Lot 2 advising the future owner that Lot 2 does not have a vehicle crossing and it shall be designed and constructed at Building Consent Stage.*

Dated at Hamilton this 15<sup>th</sup> day of February 2013.

  
R. Raman  
Authorised Officer

HCC Ref: 2010.21765

Agent Ref: 09166

Subdivision Site: 188 Exelby Road, Hamilton

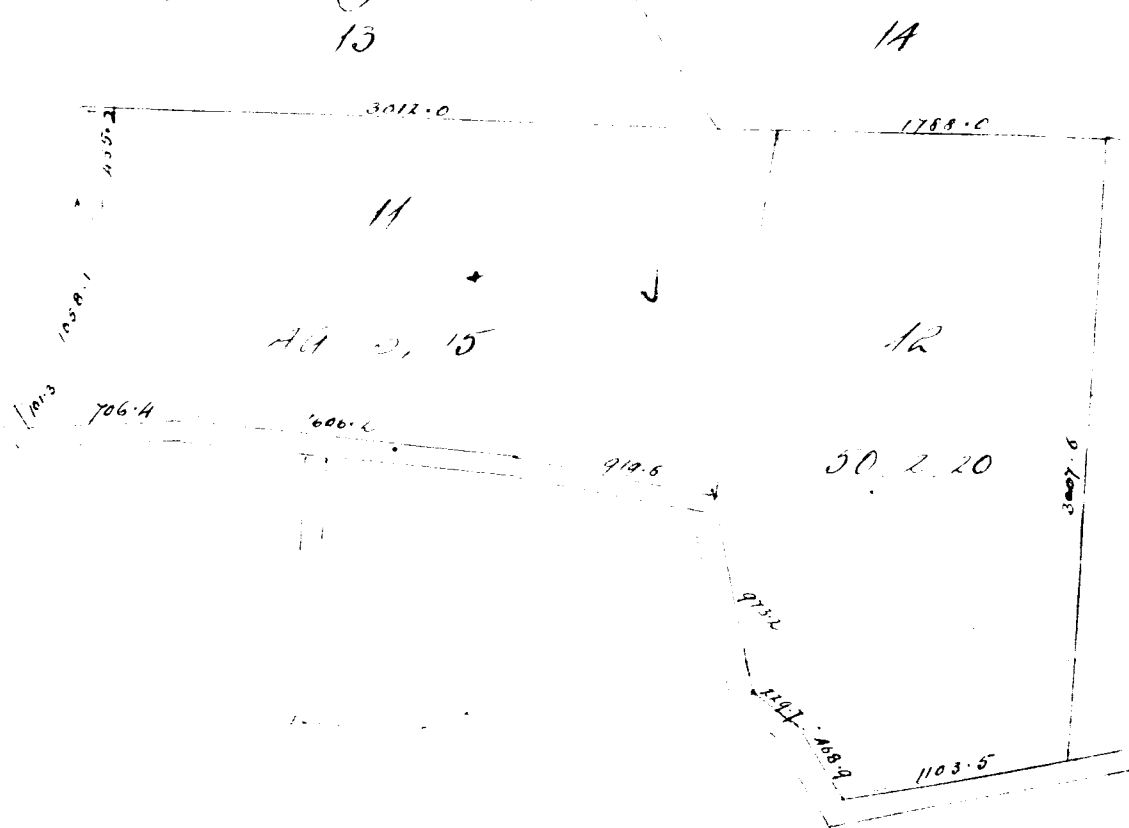
295328 -

Received for Registration the 21<sup>st</sup> day of March 1921 at 10.45 am. 31537  
 11 521 H. G. Wilson Acting Deputy Registrar C. Dated 6<sup>th</sup> December 1920  
 C. U. Loughnan & M. Booth & Anor. Grantees of lots 11 and 12 on D.P. 14534  
 31537 MacDiarmid Meares & Gray Solicitors Hamilton Stamp £37/10/- 4 Jan 21 Auckland

This Deed made the sixth day of December One thousand nine hundred and twenty  
 between Joshua Matters of Hamilton Farmer and Charles Albert Loughnan of  
 Palmerston North Solicitor (hereinafter termed the Vendors) of the one part and William  
 Booth and Vincent Booth both of Te Kowhai Farmers (hereinafter termed the  
 Purchasers) of the other part Witnesseth that In Consideration of the sum of Three  
 thousand seven hundred and sixteen Pounds, paid by the Purchasers to the Vendors  
 (the receipt of which sum is hereby acknowledged) They the Vendors do and each of them doth  
 hereby convey and assure unto the Purchasers All that piece or parcel of land in the

Provincial District of Auckland containing  
 One hundred acres one rood Thirty five perches  
 more or less being lots Eleven and Twelve  
 on a plan lodged in the Land Transfer Office  
 at Auckland as Number 14534, which  
 said piece of land is part of a Subdivision  
 of lot Two containing Four hundred and  
 forty three acres One rood one Plain being  
 in the Deeds Register Office at Auckland  
 as Number C 97 of part of Allotment Two  
 hundred and fifteen Parish of Patete  
 and is bounded towards the North by  
 lots Thirteen and Fourteen of the said first  
 mentioned plan Three thousand and twelve  
 and One thousand seven hundred and eighty  
 eight links respectively towards the East by

other part of said lot Two on Plan C 97 Three thousand and seven and six tenths  
 links, towards the South and West by a road One thousand one hundred and  
 three and five tenths links, Four hundred and sixty eight and nine tenths links  
 Two hundred and twenty nine and seven tenths links, Nine hundred and seventy  
 three and two tenths links, Nine hundred and nineteen and six tenths links,  
 One thousand six hundred and six and two tenths links, Seven hundred and  
 eighty six and four tenths links, One hundred and one and three tenths links, One  
 thousand and fifty eight and one tenth links and Four hundred and fifty five  
 and two tenths links. All the said several enclosures a little more or  
 less as delineated by the plan drawn hereon and together with all the rights  
 and appurtenances thereto belonging To Hold the same unto the Purchasers  
 their executors administrators and assigns forever as tenants in common in equal  
 shares Provided Always and it is hereby mutually covenanted agreed and declared  
 by and between the parties hereto that the drains on or adjoining or adjacent to  
 the boundaries of the said piece of land hereby conveyed and the adjoining land  
 of the Vendors shall at all times be kept clean and in good repair and condition  
 by the Vendors and the Purchasers and their respective executors administrators  
 assigns being the owners and occupiers for the time being of the lands adjoining  
 or adjacent to the same who derive benefit therefrom and each owner shall  
 pay the cost thereof in equal shares (that is to say One half by the Vendors and  
 one half by the Purchasers) or provide the labour and plant necessary for

8<sup>th</sup> (sic)

that purpose in equal shares as aforesaid and if any such owner shall fail or neglect for fourteen days after written notice calling upon him to join in the clearing out or repair of any such drain has been delivered or left at his dwelling or posted to him at his usual address in the ordinary course of post from the person to whom he has so the said work and recover half the cost from the person to whom he has given such notice. Provided Further that the Purchasers their executors administrators and assigns the owners and occupiers for the time being of the said piece of land hereby conveyed and of every part thereof shall be and lawfully shall be and free of charge to drain and discharge water from all drains now or hereafter in or around or adjoining the said land piece of land or any part thereof into the drains and streams joining the said land piece of land and to the free and uninterrupted flow and passage of the said water through the said drains and streams to the main outlet drain from the Vendor's lands and such last mentioned streams and drain shall be kept properly cleaned out and in good order and undisturbed by the Vendors their executors administrators and assigns (the owners for the time being of the land adjoining the same) at their own expense and in the event of their failing so to do aforesaid it shall be lawful for the Purchasers their executors administrators and assigns the owner or owners for the time being of the land hereby conveyed or any part thereof to enter upon the said land or any part thereof and the adjoining streams and drains flow and clean out the same and to remove the cost thereof from such owner or owners for the time being and to recover the cost thereof from such adjoining owner or owners. And it is further agreed and declared that inasmuch as the boundaries of the said land are not clearly defined by any fences or other means and as fences are erected along or across such drains and fences shall be deemed to be boundary fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. It is further declared however that the occupation of land between the centre of the drains and such fences shall not be deemed adverse possession thereof as against the owner or owners of the land. And it is hereby agreed and declared that the provisions implied in consequence by Subsection (d) of section 56 of the Property Law Act 1908 shall be applied again against the Vendors and shall include the following deeds and documents numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179668, 183045, 183046, 222489, 183424, 256551, 72159, 2190, 2215, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 210735, 222488, 258015, 258016 and Reconveyance of 258016 and it is further declared for the purposes of the said proviso that the same shall be deemed to be (Number two) inclusive. An agreement in writing was entered into between the parties in respect of the foregoing transactions.

In Witness Whereof these presents have been executed.  
Signed by the said Joshua Mathers }  
In the presence of } Jos. Mathers

Signed by the said Charles Albert }  
Roughnan by his Attorney Edward }  
James Mearns acting under and by }  
virtue of a Deed Poll a Power of }  
Attorney dated the 23rd day of }  
July 1920 deposited in the Land }  
Transfer Office at Auckland as }  
Number 4464 in the presence of }  
H. P. Gray Solicitor Hamilton

C. A. Roughnan  
by his Attorney  
E. J. Mearns

I, Edward James Mearns of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written deed in the name and on behalf of Charles Albert Roughnan of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23rd day of July 1920 One thousand Nine hundred and Twenty under the hand of the said Charles Albert Roughnan and deposited in the Land Transfer Office at

Stamp 3/- EJM 6/12/20



Auckland as Number 4864 And that I have not received any notice or information of the  
 revocation of such power by death or otherwise

And I make this solemn declaration conscientiously believing the same to be true and by  
 virtue of the provisions of the Statutes of the Peace Act 1908.

Declared at Hamilton this sixth day of

December 1920 Before me

W. P. Gray,

E. J. Meay  
 Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ... William Richards Shattock is the owner in fee simple of the land more particularly described in the.. Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers. And whereas the said lands are not within the jurisdiction of any drainage district nor under the ... control of any Drainage Board and whereas the main outlet drain which carries off water from the .... lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the said William Richards Shattock described in the third schedule hereto in the approximate position ... indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ... such portion of the main outlet drain as runs through the land of the said William Richards Shattock. shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time and at all times thereafter keep the same clean free and unobstructed to its full depth and in good order condition and repair Provided however that in the event of the sides of the said drain falling in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of the said drain Provided further that upon any such damage occurring to the said drain the said ..... William Richards Shattock shall immediately upon the same being ascertained notify the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers thereof and in the event of their failing for seven days to repair such damage it shall be lawful for the said William Richards Shattock to repair the same and recover the cost of so doing from the said .... William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the .... said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary for such fence the said William Richards Shattock shall supply all wire and staples necessary and the said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence.. The said William Richards Shattock shall maintain the said fences in good order condition and repair at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and doth hereby guarantee and become and made himself personally responsible to the said William Richards Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

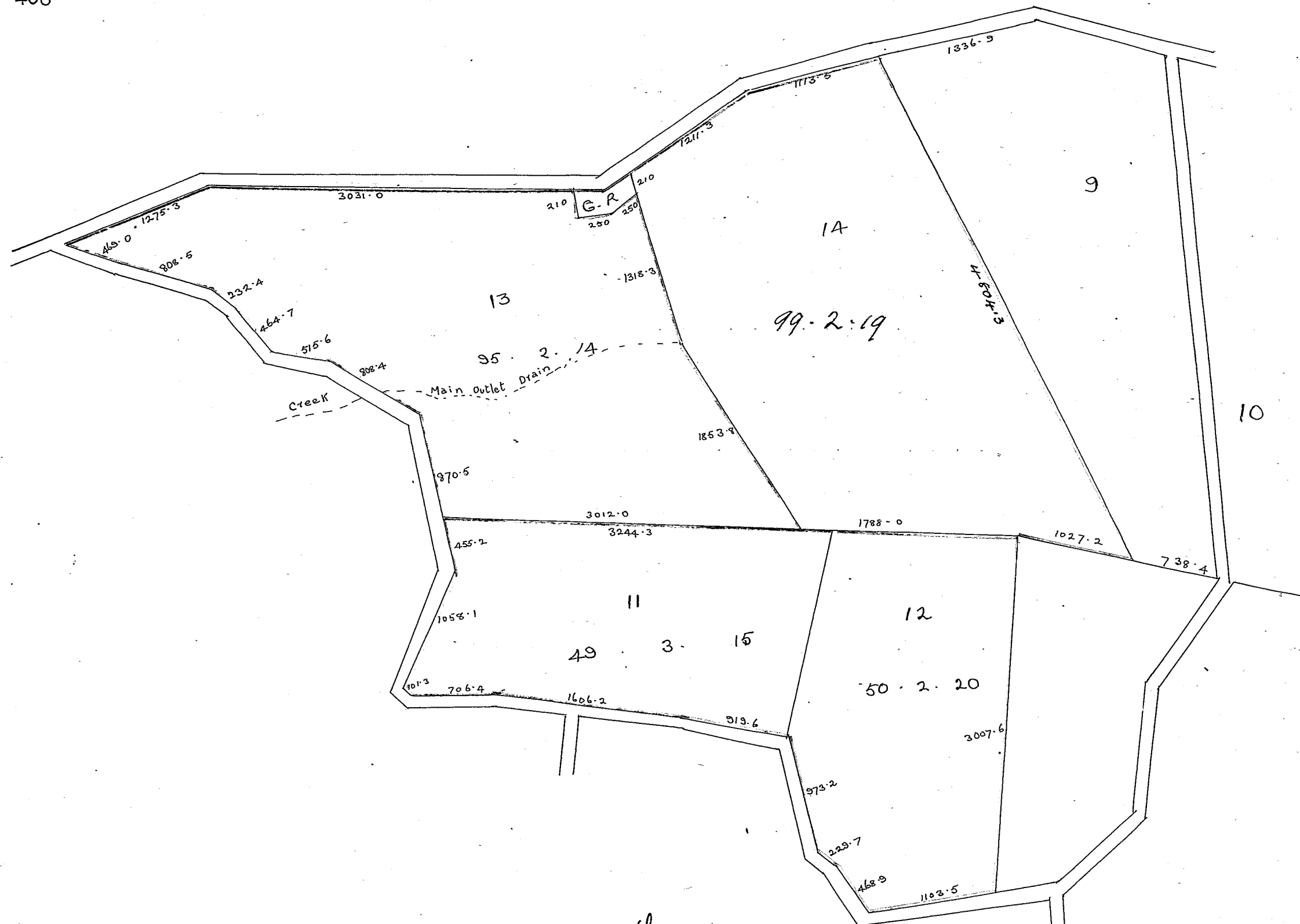
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

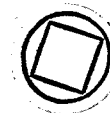
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup>. day of December 1924

WITNESS:

A. M. Hume Pro Richardson



Approved by Registrar-General of Land under No. 2002/6055

**Easement instrument to grant easement or *profit à prendre* or create land covenant**

Sections 90A and 90F, Land Transfer Act 19

**EI 7704132.4 Easement I**

Land registration district

**SOUTH AUCKLAND**



Cpy - 01/01, Pgs - 006, 05/02/08, 11:50



DocID: 511817061

Grantor

Surname(s) must be underlined or in CAPITALS.

**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

Grantee

Surname(s) must be underlined or in CAPITALS.

**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

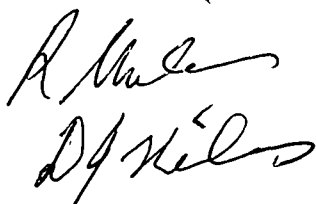
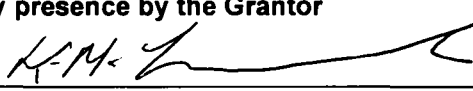
**Grant\* of easement or *profit à prendre* or creation or covenant**

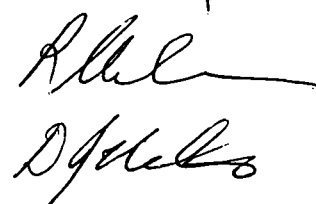
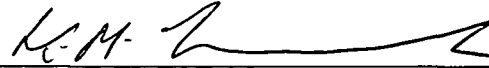
**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers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

Dated this 18<sup>th</sup> day of

January 2008

**Attestation**

	<b>Signed in my presence by the Grantor</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantor</b>	

	<b>Signed in my presence by the Grantee</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantee</b>	

**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.



**Dated**

--

**1**

of

3

pages

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Restrictive Covenants</b>	<b>387968</b>	<b>352196</b>	<b>352195</b> <b>352197</b>

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

[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**

John R. M. 10/17

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc



Easement

Dated

Page

2

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**1.0 Restrictive Covenants**

**1.1 The Grantor shall not:**

- a. Erect any fencing in materials of cement board panels or sheets, corrugated iron or metal sheeting or paint any fence erected with other than colours which are in keeping with the rural environment.
- b. Erect any dwelling with an internal floor area of less than 150m<sup>2</sup> excluding any garaging.
- c. Erect any building for the purposes of temporary accommodation nor use any caravan on the allotment for any residential purpose.
- d. Erect any building with an external wall cladding other than one or more of the following claddings:
  - (i) Kiln fired or concrete brick;
  - (ii) Stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete;
  - (iii) Stone;
  - (iv) Timber;
  - (v) Metal laminate on solid timber.
- e. Allow any form of metal roofing on the property unless it has been prepainted.
- f. Erect any building previously erected on other land except temporary structures placed on the property in conjunction with the construction of a permanent building on the property.
- g. Erect any building that does not comply with the Hamilton City Council District Plan or Transitional Plan (in so far as the same may apply) including but without limitation as to height, bulk, location and yards, notwithstanding that the Council may be prepared to grant dispensation from strict adherence to the provisions of the District Plan or Transitional Plan.
- h. Erect any commercial glasshouse, tunnelhouse or like structure.
- i. Erect any associated outbuilding or any other structure of materials or in a style different to the dwellinghouse.
- j. Erect any dwelling upon the land which has a value of less than TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) plus GST (*"the minimum value"*). This minimum value shall be increased as at the date twelve (12) months after the date of registration of this covenant (*"the first increase date"*) and then at annual intervals (*"the subsequent increase date"*) by the amount of the percentage annual increase shown in the Domestic Building Cost Index of the Hamilton area prepared by the New Zealand Master Builders Federation Incorporated or its successor during the 12 month period immediately preceding the first increase date or the subsequent

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.

*[Signature]*

*[Signature]*

KMF



**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc



Easement

Dated

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

increase date as the case may be, and a Certificate of Value by a Registered Valuer or Architect shall be accepted as prima facie evidence of such value.

- k. Allow the construction work of any dwelling being erected on the land to remain uncompleted for a period longer than twelve (12) months from the date of commencement of the construction work.
- l. Occupy the land or use the land as a residence until the dwelling has been completed in accordance with the approved plans and specifications and the Hamilton City Council has issued a Code Compliance Certificate.
- m. Erect any permanent advertising structure or hoardings.
- n. Allow the keeping on the allotment of pigs, horses, donkeys, mules, poultry (including roosters), or geese, for commercial purposes or any other bird or animal which creates an intrusive noise or smell, nor use the property for animal boarding kennels.
- o. Allow the dwelling to be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "*institutional residential purposes*" shall include the use of the property for housing purposes by central or local government or private or public health sector agencies. This clause however shall not prevent the property being used for home based employment (including home stays) by the occupier provided that such use has been consented to by the Hamilton City Council.
- p. Use the property for other than residential purposes and in particular use it for any commercial purpose associated with garden centres and plant nurseries or for a caravan, motor vehicle, boat, trailer, sales, construction or repair or as a workshop for any trade or calling.
- q. Allow the property to be in an unkempt condition or allow the excessive growth of grass or weeds.
- 1.2 If the Grantor breaches one of the matters referred to in clause 1.1, the Grantor shall pay all reasonable legal costs and other expenses incurred by the party enforcing the covenants. The Grantor shall only have any liability while the Grantor is a registered proprietor of the property (other than in respect of legal costs and other expenses incurred while the Grantor is a registered proprietor of the property).

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.

*[Handwritten signatures: D. J. J., R. J., K. J.]*

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Mortgage**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**ANZ BANKING GROUP (NEW ZEALAND)  
LIMITED**

**Mortgagee under Mortgage no. H959634**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**the registration of the following:**

- 1. Deposited Plan 387968;**
- 2. Easement Instrument;**
- 3. Order for new certificates of title;**
- 4. Consent notice.**
- 5. Restrictive Covenants**

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part X111 of the Companies Act 1993.

Dated this 24<sup>th</sup> day of December 2007

**Attestation**

**ANZ National Bank Limited  
by its Attorney**

KAPUA KATRINA GARDINER

*Katrina Gardiner*

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

**ASH MAHARAJ  
BANK OFFICER  
AUCKLAND**

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**The ANZ National Bank Limited**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, **KAPUA KATRINA GARDINER**, Manager Lending Services of Auckland in New Zealand, certify that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.


**SIGNED** by the abovenamed )  
Attorney at Auckland on this )  
24<sup>th</sup> day of December 2007 )

  
KAPUA KATRINA GARDINER



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **555527**  
**Land Registration District** **South Auckland**  
**Date Issued** 01 August 2013

**Prior References**

SA5B/380

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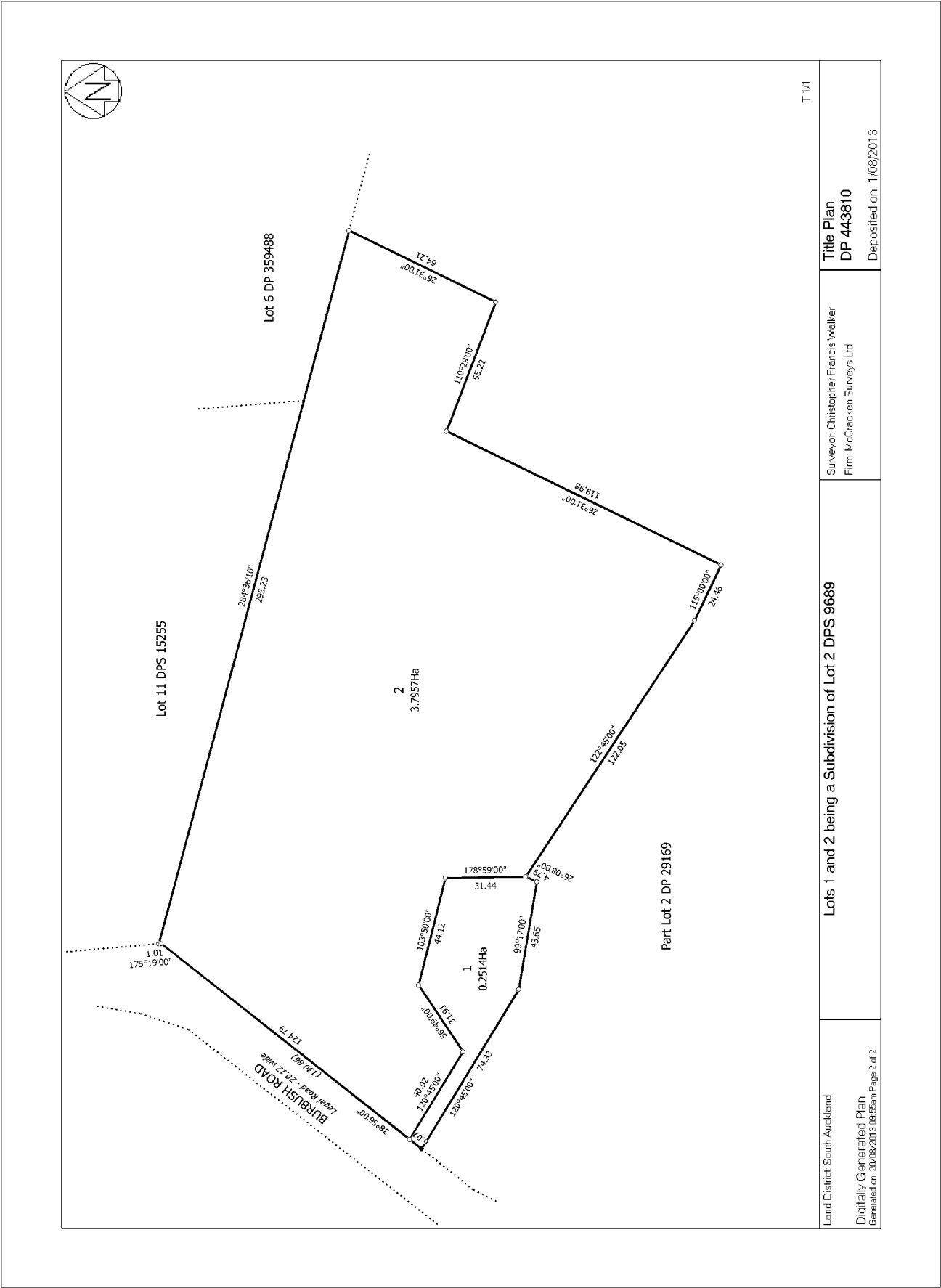
<b>Estate</b>	Fee Simple
<b>Area</b>	3.7957 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan 443810

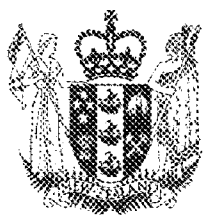
**Registered Owners**

CR Rejthar Trustees Limited

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**Interests**





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **568963**  
**Land Registration District** **South Auckland**  
**Date Issued** 08 April 2013

**Prior References**

SA11B/357

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<b>Estate</b>	Fee Simple
<b>Area</b>	3140 square metres more or less
<b>Legal Description</b>	Lot 2 Deposited Plan 449172

**Registered Owners**

Aaron William Botherway as to a 1/2 share  
Amanda Leigh Botherway as to a 1/2 share

---

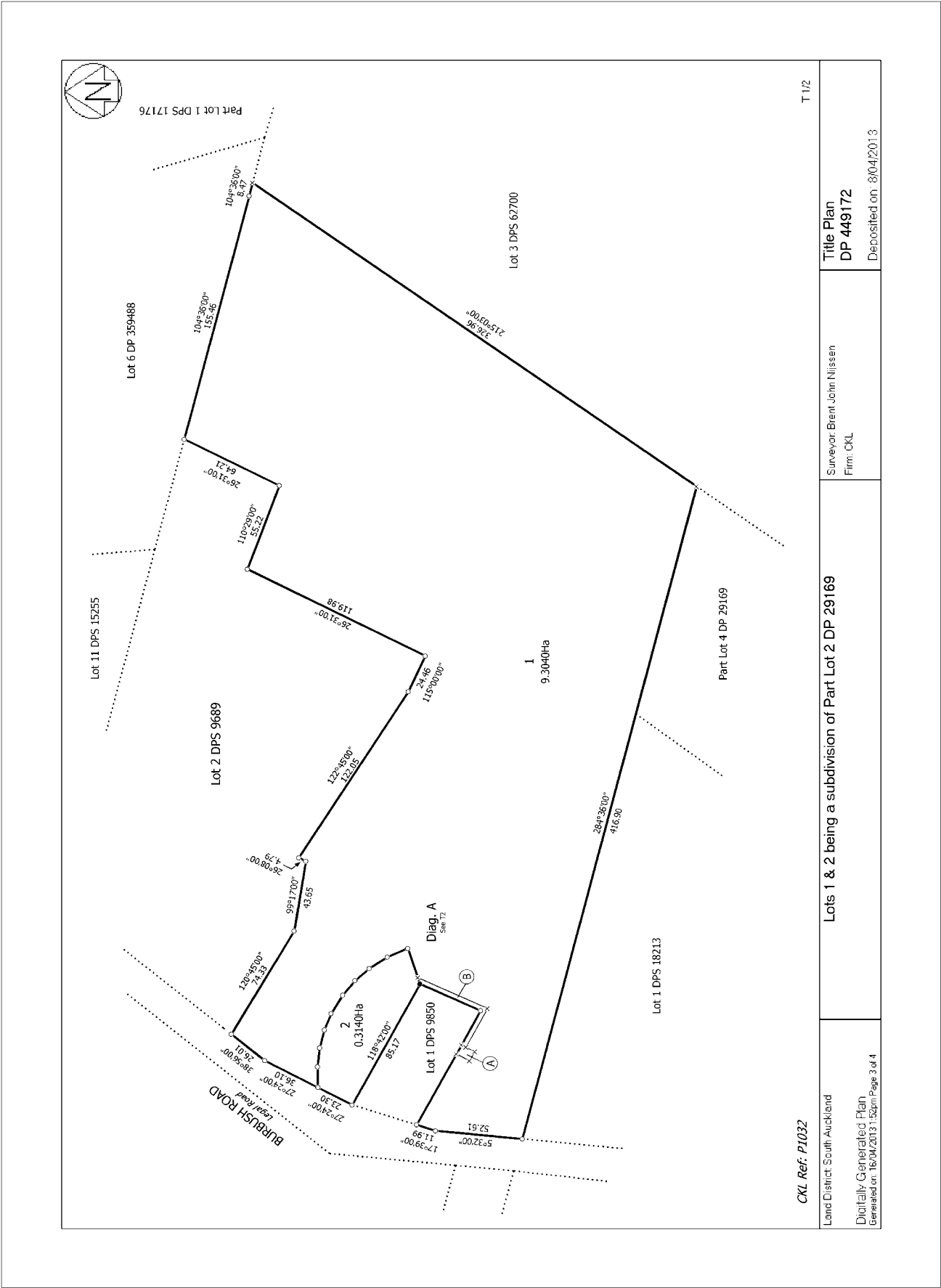
**Interests**

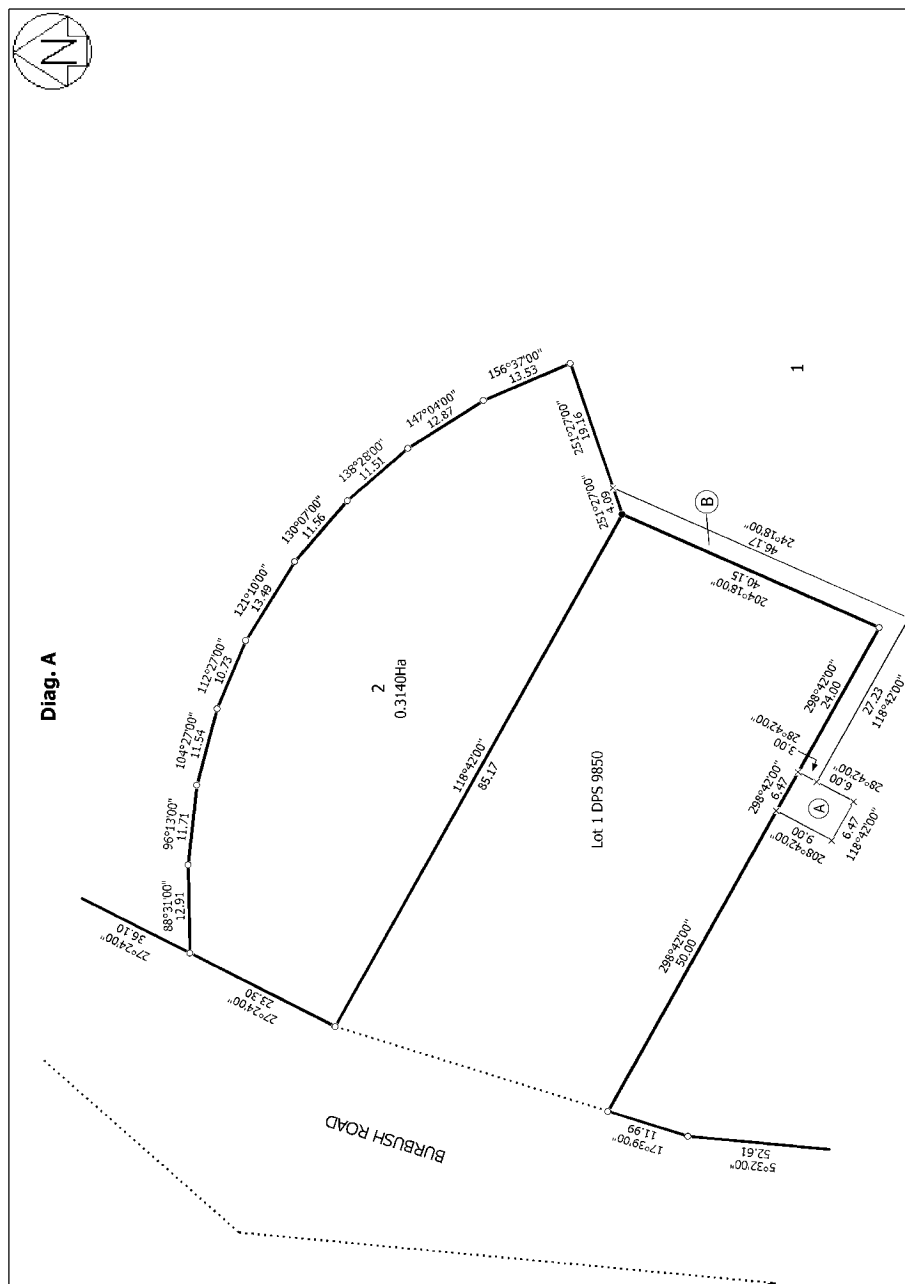
9252774.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.4.2013 at 1:35 pm

Appurtenant hereto is a right to convey water & electricity created by Easement Instrument 9252774.3 - 8.4.2013 at 1:35 pm

The easements created by Easement Instrument 9252774.3 are subject to Section 243 (a) Resource Management Act 1991

10053652.3 Mortgage to ASB Bank Limited - 8.5.2015 at 3:38 pm





CKL Ref: P1032

Land District: South Auckland

Digitally Generated Plan  
Generated on: 16/04/2013 1:52pm Page 4 of 4

**Lots 1 & 2 being a subdivision of Part Lot 2 DP 29169**

Surveyor: Brent John Nijssen  
Firm: OKL

Title Plan  
DP 449172

Deposited on: 8/04/2013

T 2/2





# View Instrument Details

Instrument No.	9252774.1
Status	Registered
Date & Time Lodged	08 Apr 2013 13:35
Lodged By	Barker, David Gerard
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

*Toitu te*  
**Land** *whenua*  
**Information**  
New Zealand



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<b>Affected Computer Registers</b>	<b>Land District</b>
SA11B/357	South Auckland

---

**Annexure Schedule:** Contains 1 Page.

---

## Signature

Signed by Christopher Roman Rejthar as Territorial Authority Representative on 28/03/2013 04:19 PM

**\*\*\* End of Report \*\*\***



**Hamilton City Council**  
Te kaunihera o Kirikiriroa

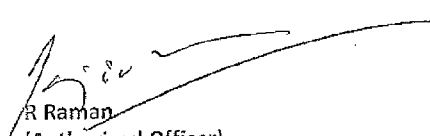
**CONSENT NOTICE PURSUANT TO SECTION 221**  
**OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER of DP 449172 being a subdivision of Part Lot 2 DP 29169.  
AND  
IN THE MATTER of a Subdivision Consent pursuant to sections 108, 220 and 221 of the  
Resource Management Act 1991.

Pursuant to section 221(2) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 10 October 2011 imposed the following conditions on the resource consent to subdivide Part Lot 2 DP 29169:

1. That pursuant to section 221 of the Resource Management Act 1991, a consent notice be registered on the Certificates of Title of Lots 1 and 2 advising current and future owners of the requirements to adhere to the Rotokauri Structure Plan prepared by Hamilton City Council with regard to any potential development on Lots 1 and 2 noting that a collector road runs through both lots, as well as an indicative green corridor, ridgeline character area, and a commercial / community focal point. Note: The location of these features is subject to change.
2. That pursuant to section 221 of the Resource Management Act 1991, a consent notice be registered on the Certificate of Title of Lot 1 requiring that a copy of the geotechnical investigation report (Ref: P1032) of 1<sup>st</sup> August 2011 by CKL be made available to every prospective purchaser. This report includes a discussion about earthworks and fill, foundation recommendations, proposed stormwater management, and an effluent disposal management assessment.
3. That pursuant to section 221 of the Resource Management Act 1991, a consent notice be registered on the Certificate of Title of Lot 2 that a 20 metre wide Building Line Restriction runs along the existing road boundary of Lot.

Dated at Hamilton this 22<sup>nd</sup> day of November 2012.

  
R Raman  
(Authorised Officer)

HCC Ref: 2011.22739

Agent Ref: P1032

Subdivision Site: 111 Burbush Road, Hamilton



# View Instrument Details

**Instrument No.** 9252774.3  
**Status** Registered  
**Date & Time Lodged** 08 Apr 2013 13:35  
**Lodged By** Barker, David Gerard  
**Instrument Type** Easement Instrument

**Land Information**  
*Toitu te whenua*  
New Zealand



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Affected Computer Registers	Land District
568962	South Auckland
568963	South Auckland

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**Annexure Schedule:** Contains 2 Pages.

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## 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	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>
I certify that the Mortgagee under Mortgage 8809676.3 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>

## Signature

Signed by Christopher Roman Rejthar as Grantor Representative on 28/03/2013 04:23 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	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>

## Signature

Signed by Christopher Roman Rejthar as Grantee Representative on 28/03/2013 04:24 PM

\*\*\* End of Report \*\*\*

**Form B****Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

Richard Neville Ruske, Paula Karyn Ruske and CR Rejthar Trustees Limited

**Grantee**

Richard Neville Ruske, Paula Karyn Ruske and CR Rejthar Trustees Limited

**Grant of Easement or *Profit à prendre* or Creation of 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)

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference) DP449172	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey Water & Electricity	A & B	Lot 1 – 568962	Lot 2 - 568963

**Form B - continued**

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

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby [varied] [negatived] [added to] or [substituted] by:

[Memorandum number N.A., registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule ]

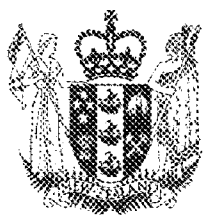
**Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as require; continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in:


[Memorandum number , registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule ]



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 690914  
**Land Registration District** South Auckland  
**Date Issued** 26 May 2015

**Prior References**

SA51B/260

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<b>Estate</b>	Fee Simple
<b>Area</b>	19.5514 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan 485743

**Registered Owners**

Keith Patterson, Jennifer Judith Patterson and Eltan Trust Management Limited

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**Interests**

Subject to a drainage right over part herein created by Deed of Easement 295405 (R355/98) - 21.3.1921 at 3:00 pm

Appurtenant hereto is a drainage right created by Deed of Easement 295405 (R355/98) - 21.3.1921 at 3:00 pm

Appurtenant hereto is a drainage right created by Covenant 339694 (R446/405) - 10.11.1924 at 10:20 am

Subject to a right to convey water over part marked A on DP 485743 created by Transfer B105602.7 - 1.10.1992 at 11.12 am

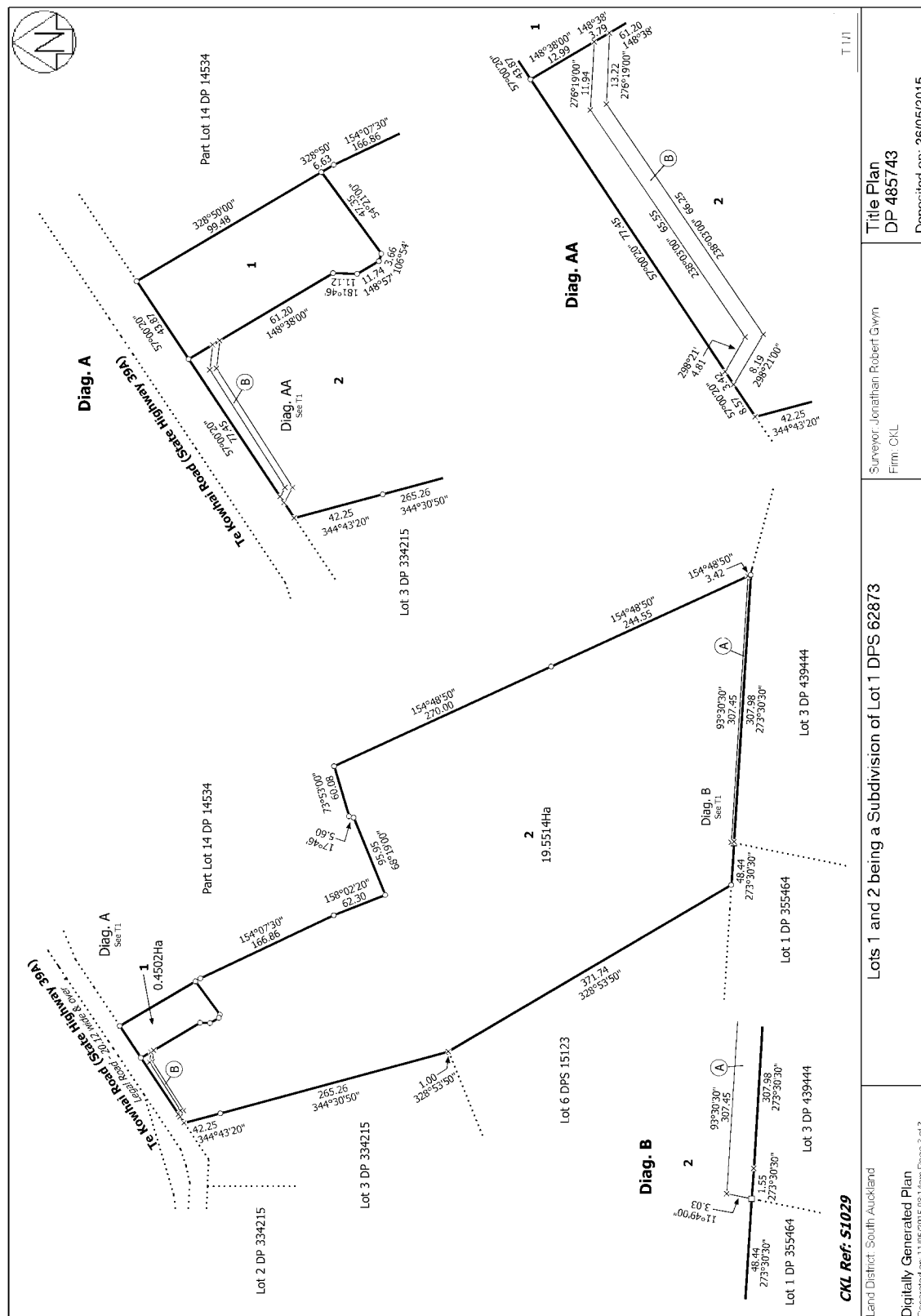
9742661.3 Mortgage to ASB Bank Limited - 3.6.2014 at 4:15 pm

10031739.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 26.5.2015 at 2:41 pm

10031739.3 Surrender of the right to convey water marked A on DP 485743 appurtenant to Part Lot 14 DP 14534 created by Transfer B105602.7 - 26.5.2015 at 2:41 pm

Subject to a right to convey electricity over part marked B on DP 485743 created by Easement Instrument 10031739.5 - 26.5.2015 at 2:41 pm

11108061.1 CAVEAT BY LOUISE LING - 14.5.2018 at 12:51 pm



# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108061.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:51:09
<b>Lodged By</b>	Paul Allan Chambers

---

<b>Affected Computer Registers</b>	<b>Land District</b>
690914	South Auckland

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## Registered Proprietor

Jennifer Judith Patterson  
Keith Patterson  
Eltan Trust Management Limited

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## Caveator

Louise Ling

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## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 12 July 2017 between the Registered Proprietors as vendor and Louise Ling as purchaser.

---

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

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## Address for Service of Caveator

Louise Ling  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

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## Address for Registered Proprietor

Jennifer Judith Patterson and Keith Patterson and Eltan Trust Management Limited  
C/- Ellice Tanner Hart Limited  
PO Box 19144  
Hamilton  
New Zealand  
3244

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## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 ☒





# View Instrument Details

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## Caveator Certifications

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 Paul Allan Chambers as Caveator Representative on 14/05/2018 12:06 PM

\*\*\* End of Report \*\*\*



# View Instrument Details

<b>Instrument No.</b>	10031739.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	26 May 2015 14:41
<b>Lodged By</b>	Taylor, Lynette Dianne
<b>Instrument Type</b>	Consent Notice under s221(4)(a) Resource Management Act 1991

*Toitu te*  
**Land whenua**  
**Information**  
New Zealand



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<b>Affected Computer Registers</b>	<b>Land District</b>
SA51B/260	South Auckland

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**Annexure Schedule:** Contains 1 Page.

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## Signature

Signed by Lynette Dianne Taylor as Territorial Authority Representative on 22/05/2015 01:35 PM

**\*\*\* End of Report \*\*\***



**CONSENT NOTICE PURSUANT TO SECTION 221  
OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER of DP 485743 being a subdivision of Lot 1 DPS 62873.


AND

IN THE MATTER of a Subdivision Consent pursuant to sections 108, 220 and 221 of the Resource Management Act 1991.

Pursuant to section 221(2) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 12 February 2014 and change of conditions issued on 5 August 2014 imposed the following conditions on the resource consent to subdivide Lot 1 DPS 62873:

1. That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Computer Freehold Register of Lot 2 DP 485743 advising that in regard to future development, the erection of any dwelling or permanent building is not to conflict with the proposed Collector Roads and the Drainage Corridor as shown in the Overall Concept Plan 13/066 Drawing 2 of 3 Blue Wallace Surveyors Ltd (File Reference 13/066).

Dated at Hamilton this 13<sup>th</sup> day of May 2015.

  
Debra Stan-Barton  
Planning Guidance Manager  
(Authorised Officer)

HCC Ref: 2013.5854.3

Agent Ref: S1029

Subdivision Site: 321 Te Kowhai Road, Hamilton

**295405 -** Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 N.A. Nelson Acting Deputy Registrar @ 311/537 A11522 Dated 6<sup>th</sup>  
 December 1920 Joshua Mathers & Co. to Herbert William Sly Conveyance  
 of lot 14 of outcrop of lot 2 of part allotment 215 Parish of Pukekohe 311/537  
 MacDiarmid Shewan and Gray Executors Hamilton. Stamp £40/1/- & Jan 21 Ackd.

This Deed made the sixth day of December One thousand nine hundred  
 and twenty Between Joshua Mathers of Hamilton Farmer and  
 Charles Albert Houghman of Palmerston North Solicitor (hereinafter called  
 the Vendors) of the one part and Herbert William Sly of Le Rapia Farmer  
 (hereinafter termed the Purchaser) of the other part Witnesseth that for  
 consideration of the sum of Three thousand nine hundred and eighty four  
 pounds paid by the Purchaser to the Vendors (the receipt of which sum is  
 hereby acknowledged) the Vendors do and each of them doth hereby convey

3rd & 4th  
 per J. & B. Burt  
 11/5/21



fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. Provided However that the occupation of land between the centre of the drains and such fences shall not be deemed a derogation thereof against the owner of any such land. And it is hereby Agreed and Declared that the covenants imposed in Conveyances by Sub-section (d) of Section 56 of The Property Law Act 1908 shall be applied herein against the Vendee and shall include the following deeds and documents Numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179872, 183045, 183046, 222489, 183424, 256551, 192189, 192190, 208980, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488, 258015, 258016 and Reconveyance of 258016. And it is further Declared for the purposes of the duty payable under The Finance Acts 1915 to 1918 (Number Two) inclusive that no agreement in writing was entered into between the parties in respect of the foregoing transaction.

In Witness Whereof the foregoing have been executed.  
Signed by the said Joshua Mathers  
In the presence of

Signed by the said Charles Albert Loughnan by his Attorney Edward James Mears acting under and by virtue of a Deed Poll a Power of Attorney dated the 23<sup>rd</sup> day of July 1920 deposited in the Land Transfer Office at Auckland as Number 4864 in the presence of  
H. P. Grey Solicitor Hamilton.

Charles Albert Loughnan  
by his Attorney  
E. J. Mears

Stamp 3/ 6/12/20 Lfm.  
Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above-written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor. named therein under and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty signed the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as Number 4864. And that I have not received any notice or information of the revocation of such power by death or otherwise.  
And I make this solemn declaration believing conscientiously believing the same to be true and by virtue of the provisions of The Justices of the Peace Act 1908  
Declared at Hamilton this 23<sup>rd</sup> day  
of December 1920 Before me  
H. P. Grey A Solicitor of the Supreme Court of New Zealand.





339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ... William Richards Shattock is the owner in fee simple of the land more particularly described in the.. Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers. And whereas the said lands are not within the jurisdiction of any drainage district nor under the ... control of any Drainage Board and whereas the main outlet drain which carries off water from the .... lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the said William Richards Shattock described in the third schedule hereto in the approximate position ... indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ... such portion of the main outlet drain as runs through the land of the said William Richards Shattock. shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time and at all times thereafter keep the same clean free and unobstructed to its full depth and in good order condition and repair Provided however that in the event of the sides of the said drain falling in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of the said drain Provided further that upon any such damage occurring to the said drain the said ..... William Richards Shattock shall immediately upon the same being ascertained notify the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers thereof and in the event of their failing for seven days to repair such damage it shall be lawful for the said William Richards Shattock to repair the same and recover the cost of so doing from the said .... William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the .... said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary for such fence the said William Richards Shattock shall supply all wire and staples necessary and the said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence.. The said William Richards Shattock shall maintain the said fences in good order condition and repair at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and doth hereby guarantee and become and made himself personally responsible to the said William Richards Shattock for the due and punctual observance and performance of all and singular the obligations of .



the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

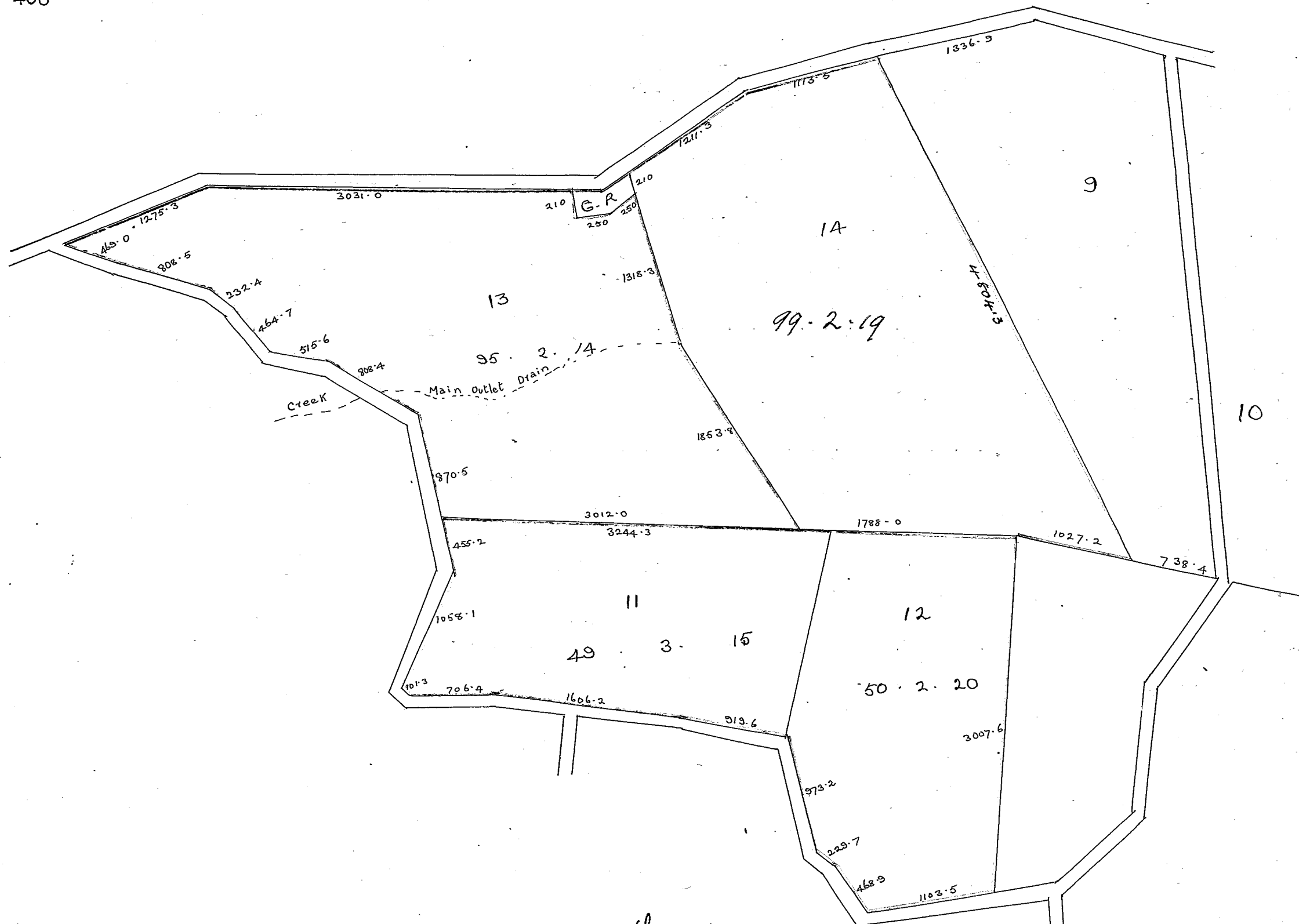
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

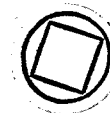
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:

A. M. Hume Pro Richardson





# View Instrument Details

**Instrument No.** 10031739.5  
**Status** Registered  
**Date & Time Lodged** 26 May 2015 14:41  
**Lodged By** Taylor, Lynette Dianne  
**Instrument Type** Easement Instrument

**Land Information**  
*Toitu te whenua*  
New Zealand



---

Affected Computer Registers	Land District
690913	South Auckland
690914	South 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 ☒

I certify that the Mortgagee under Mortgage 9742661.3 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Lynette Dianne Taylor as Grantor Representative on 22/05/2015 02:10 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 Lynette Dianne Taylor as Grantee Representative on 22/05/2015 02:11 PM

\*\*\* End of Report \*\*\*

## Form B

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor****Keith PATTERSON, Jennifer Judith PATTERSON and ELTAN TRUST MANAGEMENT LIMITED****Grantee****Keith PATTERSON, Jennifer Judith PATTERSON and ELTAN TRUST MANAGEMENT LIMITED****Grant of Easement or *Profit à prendre* or Creation of 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)**Schedule A***Continue in additional Annexure Schedule, if required*

Purpose	Shown (plan reference)	Servient Tenement	Dominant Tenement
Right to convey electricity	B on DP485743	Lot 2 DP485743 (CFR 690914)	Lot 1 DP485743 (CFR 690913)

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

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby varied and added to by:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]

the provisions set out in Annexure Schedule

**Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as require; continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]

Annexure Schedule

Form L

Annexure Schedule

Page of Pages

*Insert instrument type***EASEMENT INSTRUMENT***Continue in additional Annexure Schedule, if required***EASEMENT TERMS**

1. Any maintenance, repair or replacement of any easement facility in respect of any easement set out herein that is necessary because of any act or omission by the grantor or the grantee (as defined in paragraph 1 of the Fourth Schedule to the Land Transfer Regulations 2002) must be carried out promptly by that grantor or grantee at the sole cost of that grantor or grantee or in such proportion as relates to the act or omission.
2. All easement facilities in respect of the within easements, shall be placed under and within the ground comprising the stipulated course.  
  
This provision does not extend to those easement facilities, which are required to be located on or above the ground for the proper functioning, maintenance and inspection of the easements.
3. Where there is conflict between the rights, powers, terms, covenants or restrictions herein (the modifications) and the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the provisions of the Fifth Schedule to the Property Law Act 2007 then the modifications shall prevail.

B105602.7 TE

Approved by the District Land Registrar, South Auckland. H. 310733

New Zealand

## MEMORANDUM OF TRANSFER

DUGALD FERGUSON BARKER of Whatawhata, Farmer, and NOELINE FRANCES BARKER, his wife (hereinafter called 'the Transferors')

~~TRANSFER OF LAND~~  
~~AGREEMENT~~  
S. 2596-8 7 92  
S. 56-88 8 7 92  
Deputy Commissioner of Inland Revenue

registered as the proprietor of an estate in fee simple as tenants-in-common in equal shares

subject however, to such encumbrances, liens and interests as are notified by memoranda underwritten or enclosed

hereon, in all those pieces of land situate in the Land Registration District of South Auckland containing FIRSTLY 20,000 hectares

be the same a little more or less being Lot 1 on Deposited Plan S. 62873 being part Allotment 215 Parish of Pukete and being all of the land contained and described in Certificate of Title Volume Folio (South Auckland Registry)

TOGETHER WITH AND SUBJECT TO: Drainage Easements contained in Conveyance No. 295405 (R.355/98) and Covenant 339694 (R.446/405)

TOGETHER WITH: The Water Easement created by Transfer S.118449 and SUBJECT TO: Compensation Certificate H.434217 (called 'the firstly described land')

AND SECONDLY 19.7781 hectares more or less being part Lot 14 on Deposited Plan 14534 being part Allotment 215 Parish of Pukete and being all of the land contained and described in Certificate of Title, Volume Folio (South Auckland Registry)

TOGETHER WITH AND SUBJECT TO: Drainage Easements contained in Conveyance No. 295405 (R.355/98) and Covenant 339694 (R.446/405)

TOGETHER WITH: The water Easement created by Transfer S.118449 and SUBJECT TO: Compensation Certificate H.434217 (called 'the secondly described land')

AND WHEREAS by an Agreement for Sale and Purchase dated the 2nd day of October 1991 the Transferors agreed to sell and JOAN WALLING of Hamilton, Farmer, (hereinafter called 'the Transferee') has agreed to purchase the firstly described land for the sum of THREE HUNDRED & FORTY THOUSAND DOLLARS (\$340,000.00) paid by the Transferee to the Transferors THE TRANSFERORS DO HEREBY TRANSFER to the Transferee all their estate and interest in the firstly described land PROVIDED HOWEVER and it is hereby agreed and declared that the Transferors DO HEREBY RESERVE unto themselves the Transferors their executors administrators and assigns or other the owner or owners occupier or occupiers for the time being of the secondly described land the right with his her or their tenants servants agents workmen licensees and invitees to have the full free and uninterrupted right liberty privilege and authority for all time hereafter to take convey and lead

~~(which sum includes \$===== for chattels)~~

~~paid to~~

(the receipt of which sum is hereby acknowledged) DO=====HEREBY TRANSFER to the said

并

ॐ नमो भगवते वासुदेवाय ॥

संनितासंभारस्यैव

water in free and unimpeded flow (except during any periods of necessary cleansing and renewing and or repairing) along and through that part of the firstly described land being the area marked 'A' on the said Deposited Plan S.62873 in accordance with the following rights and conditions:

- (1) The Transferors shall have the right to conduct the said water along the aforesaid area marked 'A' by pipes on or under such land to the boundary between firstly described land and the secondly described land.
- (2) To take and convey such water from the supply to the firstly described land by means of the existing pipes or any pipe or pipes substituted therefor which are now or hereafter to be situated on the firstly described land for the purpose of obtaining water from the bore in respect of which the firstly described land has rights to take convey and lead water under and by virtue of Memorandum of Transfer S.118449.
- (3) The full free right and liberty from time to time and at all reasonable times hereafter to enter upon the land marked 'A' aforesaid on the firstly described land by themselves or their agents servants or workmen and with all necessary tools and implements for the purpose of cleaning repairing renewing or inspecting the said pipes and so far as the same shall reasonably be necessary in connection with the rights hereby reserved so far as the same shall reasonably be necessary for the purpose of breaking up the surface of such land provided that the person exercising such right shall cause as little damage as possible to the surface of the land upon which such work is carried out and will replace the same as nearly as possible to its former condition.
- (4) The Transferee and her executors administrators and assigns and other registered proprietors for the time being of the firstly described land and her or their tenants or other occupiers shall not nor will do anything whereby the free and unimpeded flow of water through the said pipe or pipes will in any way be interrupted or restricted provided always that nothing hereinbefore contained is intended to or shall restrict the rights of the Transferee and the registered proprietors of the



ORDER OF LAND VALUATION TRIBUNAL

In the Land Valuation Tribunal  
WAIKATO

No. LVP 526/91

IN THE MATTER of an application  
under the Land Settlement Promotion  
and Land Acquisition Act 1952 for  
consent to a SALE of land

**BETWEEN** DUGALD FERGUSON BARKER and NOELINE FRANCES BARKER **Vendor** ~~XXXXXX~~

**and** JOAN WALLING **Purchaser** ~~XXXXXX~~

BEFORE THE WAIKATO LAND VALUATION TRIBUNAL

On the application of Dugald Ferguson BARKER

for consent to a sale of land

In respect of the land described in the schedule hereto

**IT IS ORDERED** that consent of the Waikato Land Valuation Tribunal  
be granted pursuant to Part II ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of  
the Land Settlement Promotion and Land Acquisition Act 1952

SCHEDULE

20 hectares approximately being the area outlined in red on the plan in the annexed  
copy of Agreement and being a subdivision of part Lot 14 on Deposited Plan 14534  
being part Allotment 215 Parish of Pukete and being part of the land contained in  
Certificate of Title Volume 41A Folio 399 South Auckland Registry Copy of  
Certificate of Title 41A/399 annexed.

Dated at HAMILTON this 15th day of

November

19 91

  
(Deputy) Registrar

Solicitors: Tompkins Wake, Solicitors, P O Box 258, HAMILTON

S P Williams, Solicitors, P O Box 19224, HAMILTON

NOTICE OF ORDER GRANTING UNCONDITIONAL CONSENT UNDER SECTION 28  
OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952

Date of Agreement: 2 October 1991

The land is situated in the County of Hamilton City Council

BASE DETAILS XXXXXXXXXX

(Deputy) Registrār

firstly described land and her or their tenants to the natural and reasonable use of the water for all reasonable purposes in connection with the use and enjoyment of the first described land.

- b  
X
- (5) That the cost from time to time of any necessary cleaning renewing and or repairing of the bore the pumping apparatus and pipes and the charges payable for electricity used in connection therewith in respect of the supply of water from the servient tenement under and by virtue of Transfer S.118449 shall be borne and paid for by the registered proprietors for the time being of the firstly described land and the secondly described land in equal shares.

TO THE INTENT that the right to convey water hereinbefore reserved shall be forever appurtenant to the secondly described land and all parts thereof for all purposes connected with the use occupation and enjoyment thereof.

- (6) In the event of any dispute arising as to any matter herein or as to the responsibility for any damage or as to the proportion of the costs to be borne by any party from time to time liable or entitled hereunder or as to any matter or thing affecting these presents such dispute shall be referred to the arbitration of one person if the parties so in dispute shall agree upon one and in the event of the parties failing to agree upon one then to the arbitration of persons one to be appointed by each party to the dispute and their umpire to be appointed before entering upon the arbitration and every such reference shall be an arbitration under the provisions of the Arbitration Act 1908 and its amendments or any Act for the time being in force enacted in substitution therefore.

AND IT IS HEREBY FURTHER AGREED AND DECLARED by and between the Transferors and the Transferee that the Transferors shall not be liable to contribute towards the cost of or assist in the erection or maintenance of any boundary or dividing fence between the land firstly described and the land secondly described but this proviso is intended for the benefit of the Transferors only and shall not enure for the benefit of any other person or persons.

JFK  
175  
W.  
D

IN WITNESS WHEREOF these presents have been executed this

day of

May

One thousand nine hundred and ninety-two.

SIGNED by the abovenamed DUGALD FERGUSON  
BARKER and NOELINE FRANCES BARKER  
in the presence of

D. Barker N.F. Barker

Witness: .....

W. Barker

Occupation: .....

Domestic

Address: .....

Hamilton

SIGNED by the abovenamed JOAN  
WALLING in the presence of:

J. Walling

Witness: .....

W. Barker

Occupation: .....

Domestic

Address: .....

Hamilton

No.

# TRANSFER

Correct for the purposes of the Land Transfer Act.

Solicitor for Transferee/s.

DUGALD FERGUSON BARKER &  
NOELINE FRANCES BARKER..... Transferor

JOAN WALLING..... Transferee

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

Solicitor for the Purchaser  
or Lessee

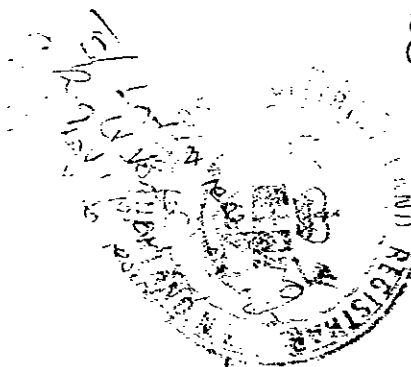
Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

.....  
Assistant La  
of 1

S.P. WILLIAMS  
SOLICITOR  
HAMILTON.

HAMILTON DISTRICT LAW SOCIETY

11.12 01.00T92 B 105602.7  
PARTICULARS ENTERED IN THE  
LAND REGISTER SOUTH AUCKLAND  
ASST. LAND REGISTRAR  
5/6/260





# View Instrument Details

Instrument No.	10031739.3
Status	Registered
Date & Time Lodged	26 May 2015 14:41
Lodged By	Taylor, Lynette Dianne
Instrument Type	Partial Surrender of Easement

**Land Information**  
Toitu te  
whenua  
New Zealand



<b>Affected Computer Registers</b>	<b>Land District</b>
SA51B/260	South Auckland
SA55B/969	South Auckland

<b>Affected Instrument</b>	Transfer and Grant of Easement B105602.7
----------------------------	--

**Annexure Schedule:** Contains 1 Page.

## 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	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>

## Signature

Signed by Lynette Dianne Taylor as Grantor Representative on 22/05/2015 01:57 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	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>
I certify that the Mortgagee under Mortgage 5251841.1 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>
I certify that the Mortgagee under Mortgage 9742661.3 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>

## Signature

Signed by Lynette Dianne Taylor as Grantee Representative on 22/05/2015 01:57 PM

\*\*\* End of Report \*\*\*

**Form C****Easement instrument to surrender Easement or Profit à prendre or Land Covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**KEITH PATTERSON, JENNIFER JUDITH PATTERSON and ELTAN TRUST  
MANAGEMENT LIMITED**Grantee**KEITH PATTERSON, JENNIFER JUDITH PATTERSON and ELTAN TRUST  
MANAGEMENT LIMITED**Surrender of Easement, Profit à prendre or Covenant**

The Grantee, being the registered proprietor of the Dominant Tenement(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s), *profit(s) à prendre* or covenant(s) set out in Schedule A and the Grantor accepts the surrender of those easement(s), *profit(s) à prendre* or covenant(s)


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

Purpose of Easement; <i>Profit</i> or Covenant	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to convey water over the area marked "A" on DPS62873	Created by Transfer B105602.7	Lot 1, DPS62873 (CFR SA51B/260)	Part Lot 14 DP14534 (CFR SA55B/969),



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA72D/748  
**Land Registration District** South Auckland  
**Date Issued** 16 May 2002

**Prior References**

SA51D/689

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<b>Estate</b>	Fee Simple
<b>Area</b>	17.6392 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan South Auckland 92191 and Lot 2 Deposited Plan South Auckland 64255 and Part Lot 2 Deposited Plan South Auckland 14393 and Part Lot 4 Deposited Plan 29169

**Registered Owners**

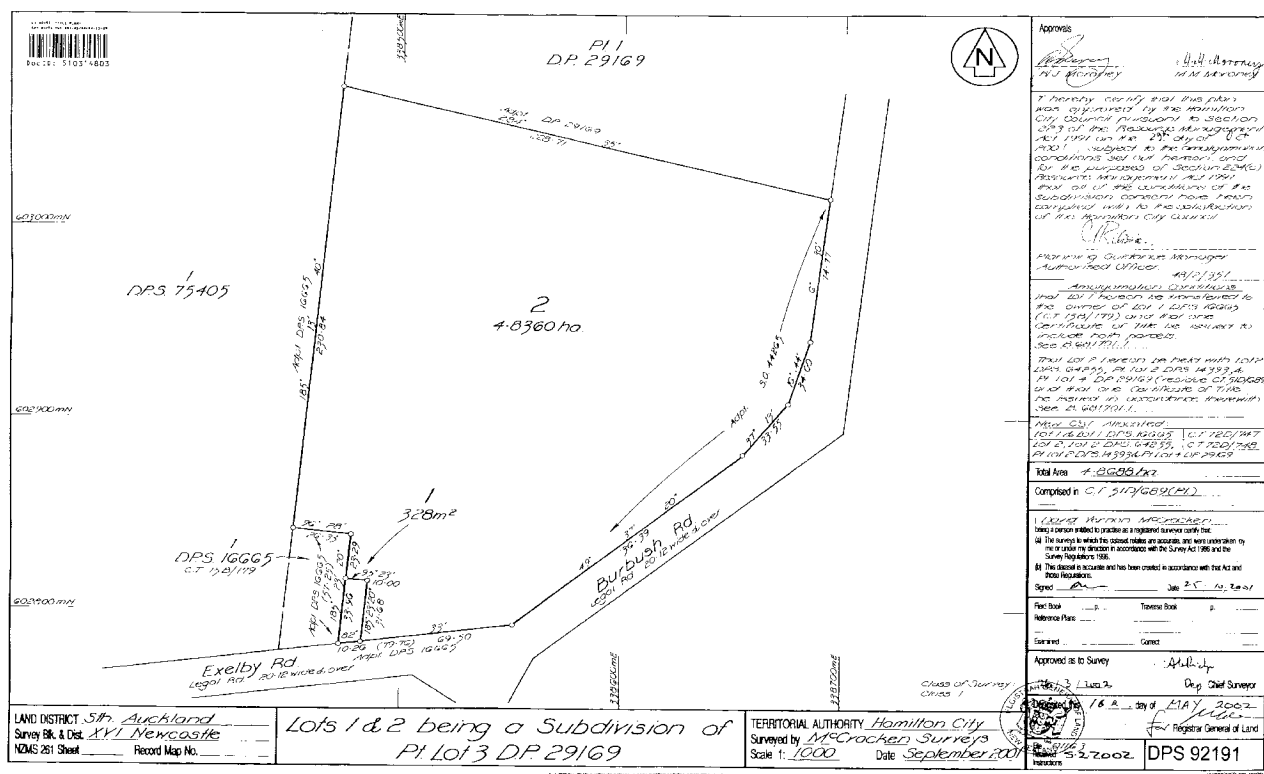
Orient Europharma (NZ) Co Limited

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**Interests**

Subject to Section 241(2) Resource Management Act 1991 (affects DPS 92191)



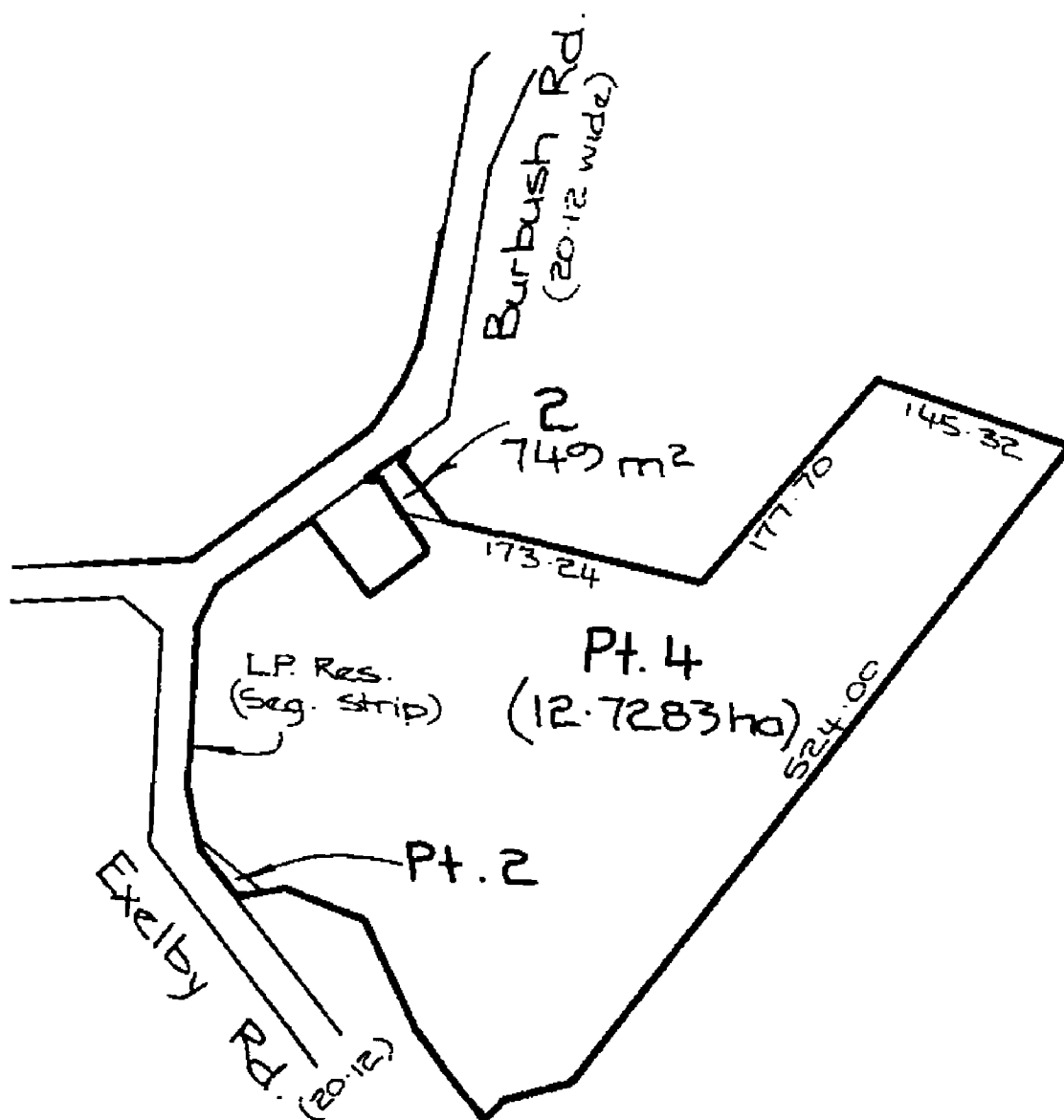


**Title Diagram SA72D/74**

Cpy - 01/01, Pgs - 001, 17/01/05, 10:54




DacID: 511094898





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA55B/968  
**Land Registration District** South Auckland  
**Date Issued** 19 December 1994

**Prior References**

SA41A/398 SA51B/261

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<b>Estate</b>	Fee Simple
<b>Area</b>	5210 square metres more or less
<b>Legal Description</b>	Lot 1-2 Deposited Plan South Auckland 69074 and Lot 1 Deposited Plan South Auckland 46587

**Registered Owners**

Gae Heang Kim

---

**Interests**

Subject to Sections 241 & 242 Resource Management Act 1991

Appurtenant hereto is a drainage right created by Conveyance 295405 (R355/98)

Subject to a drainage right created by Conveyance 295405 (R355/98)

Appurtenant hereto is a drainage right created by Covenant 339694 (R446/405)

Subject to a drainage right created by Covenant 339694 (R446/405)

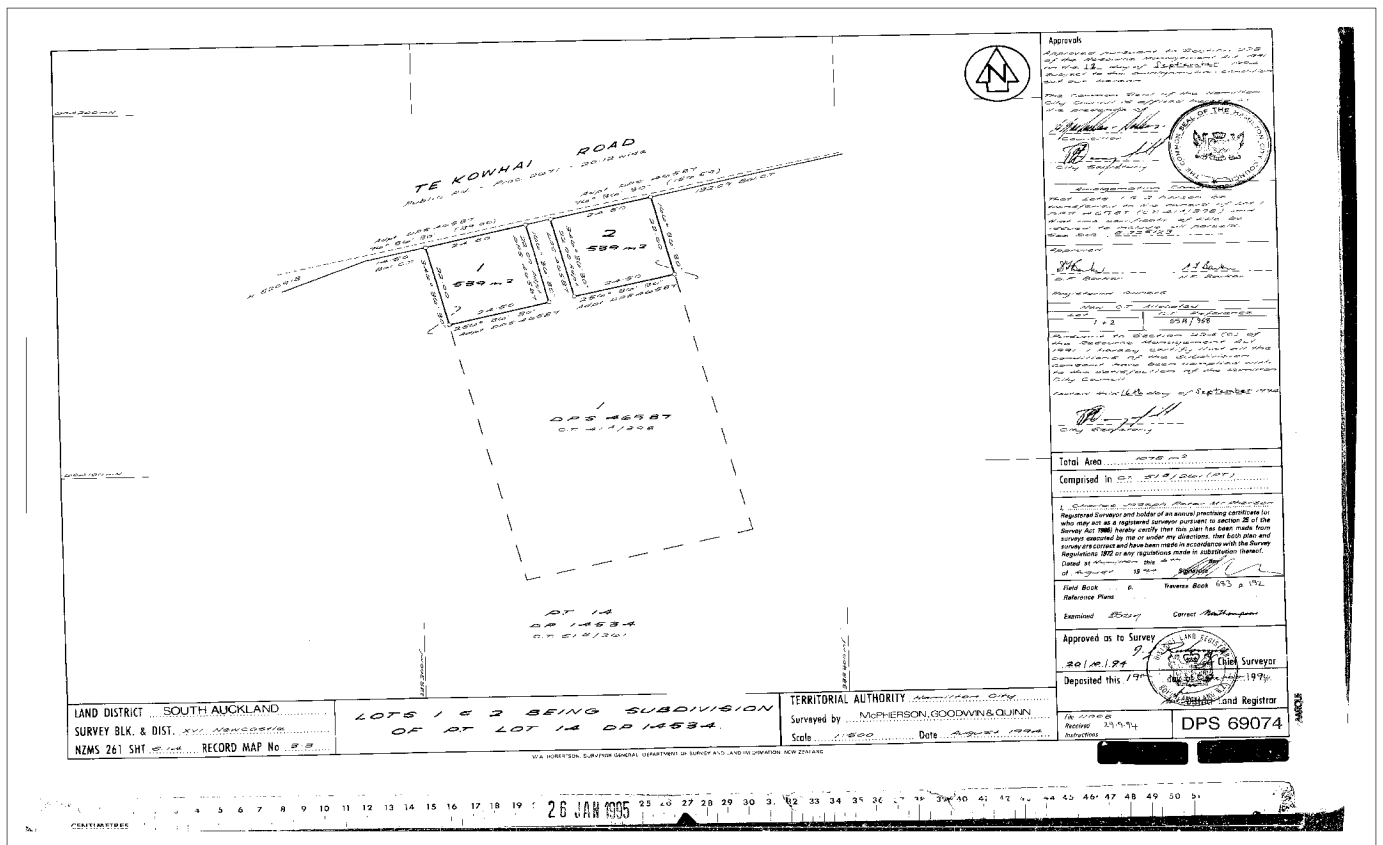
Appurtenant hereto is a water right created by Transfer S118449

Appurtenant hereto is a right to convey water created by Transfer B105602.7 (affects Lots 1 and 2 DPS 69074)

Fencing Covenant in Transfer B246630.1 - 19.12.1994

11060227.4 Mortgage to Westpac New Zealand Limited - 24.4.2018 at 5:31 pm





**295405 -** Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 N.A. Nelson Acting Deputy Registrar @ 311/537 A11522 Dated 6<sup>th</sup>  
 December 1920 Joshua Mathers & Son to Herbert William Sly Conveyance  
 of lot 14 of outdivison of lot 2 of part allotment 215 Parish of Pukekohe 311/537  
 MacDiarmid Shewan and Gray Executors Hamilton. Stamp £40/- & Jan 21 Ackd.

This Deed made the sixth day of December One thousand nine hundred  
 and twenty Between Joshua Mathers of Hamilton Farmer and  
 Charles Albert Houghman of Palmerston North Solicitor (hereinafter called  
 the Vendors) of the one part and Herbert William Sly of Le Rapa Farmer  
 (hereinafter termed the Purchaser) of the other part Witnesseth that for  
 consideration of the sum of Three thousand nine hundred and eighty four  
 pounds paid by the Purchaser to the Vendors (the receipt of which sum is  
 hereby acknowledged) the Vendors do and each of them doth hereby convey

3 all & spirit  
 per J. & B. Burt  
 11/5/21



fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. Provided However that the occupation of land between the centre of the drains and such fences shall not be deemed a derogation thereof against the owner of any such land. And it is hereby Agreed and Declared that the covenants imposed in Conveyances by Sub-section (d) of Section 56 of The Property Law Act 1908 shall be applied herein against the Vendee and shall include the following deeds and documents Numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179872, 183045, 183046, 222489, 183424, 256551, 192189, 192190, 208980, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488, 258015, 258016 and Reconveyance of 258016. And it is further Declared for the purposes of the duty payable under The Finance Acts 1915 to 1918 (Number Two) inclusive that no agreement in writing was entered into between the parties in respect of the foregoing transaction.

In Witness Whereof the foregoing have been executed.  
Signed by the said Joshua Mathers  
In the presence of

Signed by the said Charles Albert Loughnan by his Attorney Edward James Mears acting under and by virtue of a Deed Poll or Power of Attorney dated the 23<sup>rd</sup> day of July 1920 deposited in the Land Transfer Office at Auckland as Number 4864 in the presence of  
H. P. Grey Solicitor Hamilton.

Charles Albert Loughnan  
by his Attorney  
E. J. Mears

Stamp 3/ 6/12/20 Lfm.  
Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above-written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor. named therein under and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty signed the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as Number 4864. And that I have not received any notice or information of the revocation of such power by death or otherwise.  
And I make this solemn declaration believing conscientiously believing the same to be true and by virtue of the provisions of The Justices of the Peace Act 1908.  
Declared at Hamilton this 23<sup>rd</sup> day  
of December 1920 Before me  
H. P. Grey A Solicitor of the Supreme Court of New Zealand.





339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ... William Richards Shattock is the owner in fee simple of the land more particularly described in the.. Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers. And whereas the said lands are not within the jurisdiction of any drainage district nor under the ... control of any Drainage Board and whereas the main outlet drain which carries off water from the .... lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the said William Richards Shattock described in the third schedule hereto in the approximate position ... indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ... such portion of the main outlet drain as runs through the land of the said William Richards Shattock. shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said main outlet drain by two feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time and at all times thereafter keep the same clean free and unobstructed to its full depth and in good order condition and repair Provided however that in the event of the sides of the said drain falling in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of the said drain Provided further that upon any such damage occurring to the said drain the said ..... William Richards Shattock shall immediately upon the same being ascertained notify the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers thereof and in the event of their failing for seven days to repair such damage it shall be lawful for the said William Richards Shattock to repair the same and recover the cost of so doing from the said .... William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the .... said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary for such fence the said William Richards Shattock shall supply all wire and staples necessary and the said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence.. The said William Richards Shattock shall maintain the said fences in good order condition and repair at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and doth hereby guarantee and become and made himself personally responsible to the said William Richards Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagor of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

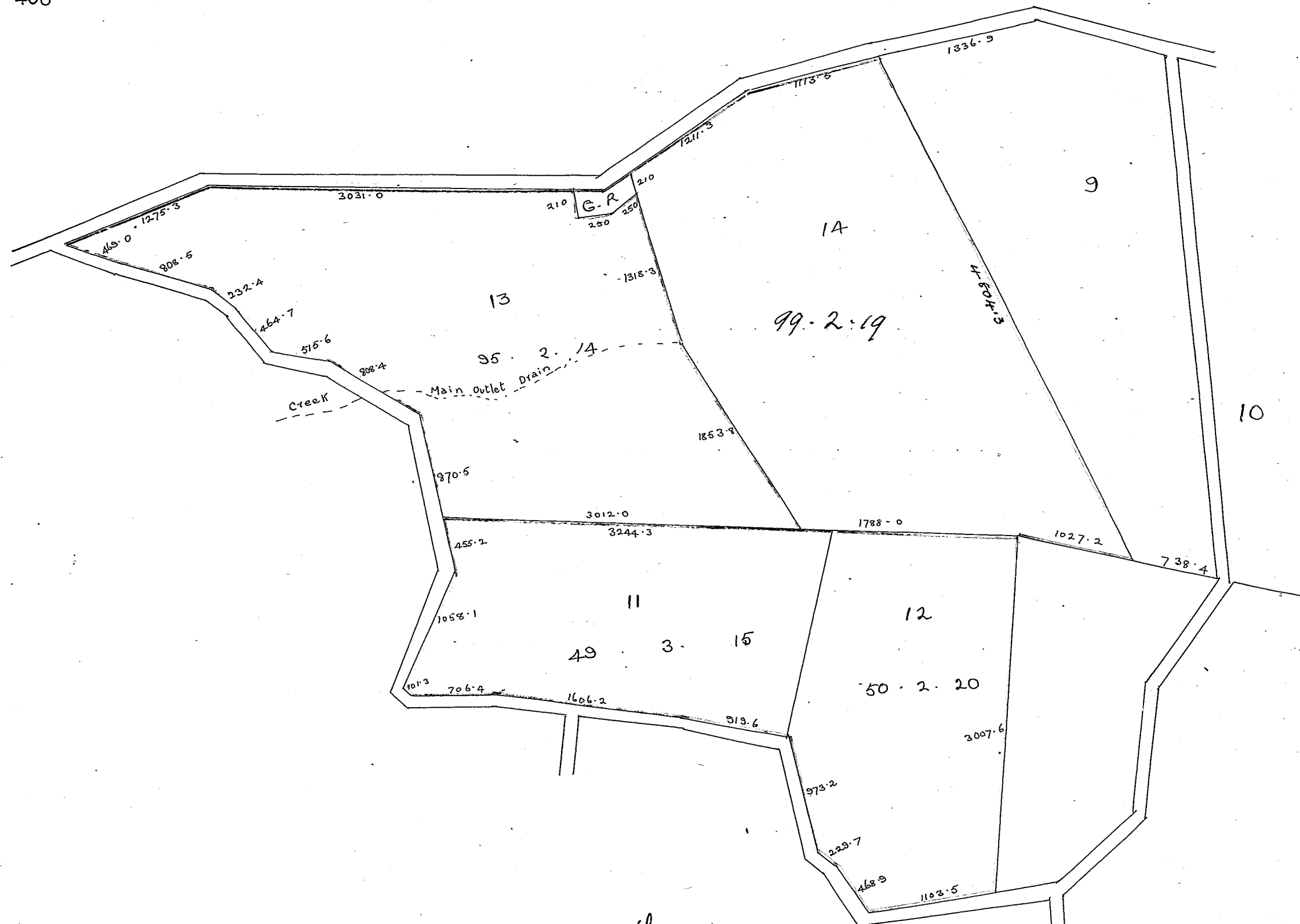
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

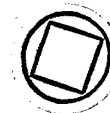
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:

A. M. Hume Pro Richardson



B105602.7 TE

Approved by the District Land Registrar, South Auckland. H. 310733

New Zealand

## MEMORANDUM OF TRANSFER

DUGALD FERGUSON BARKER of Whatawhata, Farmer, and NOELINE FRANCES BARKER, his wife (hereinafter called 'the Transferors')

~~TRANSFER OF LAND~~  
~~AGREEMENT~~  
S. 2596-8 7 92  
S. 5688 8 7 92  
Deputy Commissioner of Inland Revenue

registered as the proprietor of an estate in fee simple as tenants-in-common in equal shares

subject however, to such encumbrances, liens and interests as are notified by memoranda underwritten or enclosed

hereon, in all those pieces of land situate in the Land Registration District of South Auckland containing FIRSTLY 20,000 hectares

be the same a little more or less being Lot 1 on Deposited Plan S. 62873 being part Allotment 215 Parish of Pukete and being all of the land contained and described in Certificate of Title Volume Folio (South Auckland Registry)

TOGETHER WITH AND SUBJECT TO: Drainage Easements contained in Conveyance No. 295405 (R.355/98) and Covenant 339694 (R.446/405)

TOGETHER WITH: The Water Easement created by Transfer S.118449 and SUBJECT TO: Compensation Certificate H.434217 (called 'the firstly described land')

AND SECONDLY 19.7781 hectares more or less being part Lot 14 on Deposited Plan 14534 being part Allotment 215 Parish of Pukete and being all of the land contained and described in Certificate of Title, Volume Folio (South Auckland Registry)

TOGETHER WITH AND SUBJECT TO: Drainage Easements contained in Conveyance No. 295405 (R.355/98) and Covenant 339694 (R.446/405)

TOGETHER WITH: The water Easement created by Transfer S.118449 and SUBJECT TO: Compensation Certificate H.434217 (called 'the secondly described land')

AND WHEREAS by an Agreement for Sale and Purchase dated the 2nd day of October 1991 the Transferors agreed to sell and JOAN WALLING of Hamilton, Farmer, (hereinafter called 'the Transferee') has agreed to purchase the firstly described land for the sum of THREE HUNDRED & FORTY THOUSAND DOLLARS (\$340,000.00) paid by the Transferee to the Transferors THE TRANSFERORS DO HEREBY TRANSFER to the Transferee all their estate and interest in the firstly described land PROVIDED HOWEVER and it is hereby agreed and declared that the Transferors DO HEREBY RESERVE unto themselves the Transferors their executors administrators and assigns or other the owner or owners occupier or occupiers for the time being of the secondly described land the right with his her or their tenants servants agents workmen licensees and invitees to have the full free and uninterrupted right liberty privilege and authority for all time hereafter to take convey and lead

~~(which sum includes \$- for chattels)~~

~~paid to~~

(the receipt of which sum is hereby acknowledged) DO=====HEREBY TRANSFER to the said

并

ॐ नमो भगवते वासुदेवाय ॥

संनितासंभारस्यैव

water in free and unimpeded flow (except during any periods of necessary cleansing and renewing and or repairing) along and through that part of the firstly described land being the area marked 'A' on the said Deposited Plan S.62873 in accordance with the following rights and conditions:

- (1) The Transferors shall have the right to conduct the said water along the aforesaid area marked 'A' by pipes on or under such land to the boundary between firstly described land and the secondly described land.
- (2) To take and convey such water from the supply to the firstly described land by means of the existing pipes or any pipe or pipes substituted therefor which are now or hereafter to be situated on the firstly described land for the purpose of obtaining water from the bore in respect of which the firstly described land has rights to take convey and lead water under and by virtue of Memorandum of Transfer S.118449.
- (3) The full free right and liberty from time to time and at all reasonable times hereafter to enter upon the land marked 'A' aforesaid on the firstly described land by themselves or their agents servants or workmen and with all necessary tools and implements for the purpose of cleaning repairing renewing or inspecting the said pipes and so far as the same shall reasonably be necessary in connection with the rights hereby reserved so far as the same shall reasonably be necessary for the purpose of breaking up the surface of such land provided that the person exercising such right shall cause as little damage as possible to the surface of the land upon which such work is carried out and will replace the same as nearly as possible to its former condition.
- (4) The Transferee and her executors administrators and assigns and other registered proprietors for the time being of the firstly described land and her or their tenants or other occupiers shall not nor will do anything whereby the free and unimpeded flow of water through the said pipe or pipes will in any way be interrupted or restricted provided always that nothing hereinbefore contained is intended to or shall restrict the rights of the Transferee and the registered proprietors of the

ORDER OF LAND VALUATION TRIBUNAL

In the Land Valuation Tribunal  
WAIKATO

No. LVP 526/91

IN THE MATTER of an application  
under the Land Settlement Promotion  
and Land Acquisition Act 1952 for  
consent to a SALE of land

**BETWEEN** DUGALD FERGUSON BARKER and NOELINE FRANCES BARKER **Vendor** ~~XXXXXX~~

**and** JOAN WALLING **Purchaser** ~~XXXXXX~~

BEFORE THE WAIKATO LAND VALUATION TRIBUNAL

On the application of Dugald Ferguson BARKER

for consent to a sale of land

In respect of the land described in the schedule hereto

**IT IS ORDERED** that consent of the Waikato Land Valuation Tribunal  
be granted pursuant to Part II ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of  
the Land Settlement Promotion and Land Acquisition Act 1952

SCHEDULE

20 hectares approximately being the area outlined in red on the plan in the annexed  
copy of Agreement and being a subdivision of part Lot 14 on Deposited Plan 14534  
being part Allotment 215 Parish of Pukete and being part of the land contained in  
Certificate of Title Volume 41A Folio 399 South Auckland Registry Copy of  
Certificate of Title 41A/399 annexed.

Dated at HAMILTON this 15th day of

November

19 91

  
(Deputy) Registrar

Solicitors: Tompkins Wake, Solicitors, P O Box 258, HAMILTON

S P Williams, Solicitors, P O Box 19224, HAMILTON

NOTICE OF ORDER GRANTING UNCONDITIONAL CONSENT UNDER SECTION 28  
OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952

Date of Agreement: 2 October 1991

The land is situated in the County of Hamilton City Council

BASE DETAILS XXXXXXXXXX

(Deputy) Registrār



firstly described land and her or their tenants to the natural and reasonable use of the water for all reasonable purposes in connection with the use and enjoyment of the first described land.

- b  
X
- (5) That the cost from time to time of any necessary cleaning renewing and or repairing of the bore the pumping apparatus and pipes and the charges payable for electricity used in connection therewith in respect of the supply of water from the servient tenement under and by virtue of Transfer S.118449 shall be borne and paid for by the registered proprietors for the time being of the firstly described land and the secondly described land in equal shares.

TO THE INTENT that the right to convey water hereinbefore reserved shall be forever appurtenant to the secondly described land and all parts thereof for all purposes connected with the use occupation and enjoyment thereof.

- (6) In the event of any dispute arising as to any matter herein or as to the responsibility for any damage or as to the proportion of the costs to be borne by any party from time to time liable or entitled hereunder or as to any matter or thing affecting these presents such dispute shall be referred to the arbitration of one person if the parties so in dispute shall agree upon one and in the event of the parties failing to agree upon one then to the arbitration of persons one to be appointed by each party to the dispute and their umpire to be appointed before entering upon the arbitration and every such reference shall be an arbitration under the provisions of the Arbitration Act 1908 and its amendments or any Act for the time being in force enacted in substitution therefore.

AND IT IS HEREBY FURTHER AGREED AND DECLARED by and between the Transferors and the Transferee that the Transferors shall not be liable to contribute towards the cost of or assist in the erection or maintenance of any boundary or dividing fence between the land firstly described and the land secondly described but this proviso is intended for the benefit of the Transferors only and shall not enure for the benefit of any other person or persons.

JFK  
175  
W.  
D

IN WITNESS WHEREOF these presents have been executed this

day of

May

29th  
One thousand nine hundred and ninety-two.

SIGNED by the abovenamed DUGALD FERGUSON  
BARKER and NOELINE FRANCES BARKER  
in the presence of

D. Barker N.F. Barker

Witness: W. Barker

Occupation: Domestic

Address: Hamilton

SIGNED by the abovenamed JOAN  
WALLING in the presence of:

J Walling

Witness: William

Occupation: Domestic

Address: Hamilton

No.

# TRANSFER

Correct for the purposes of the Land Transfer Act.

Solicitor for Transferee/s.

DUGALD FERGUSON BARKER &  
NOELINE FRANCES BARKER..... Transferor

JOAN WALLING..... Transferee

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

Solicitor for the Purchaser  
or Lessee

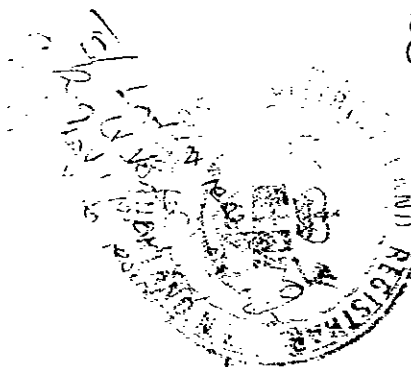
Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

.....  
Assistant La  
of 1

S.P. WILLIAMS  
SOLICITOR  
HAMILTON.

HAMILTON DISTRICT LAW SOCIETY

11.12 01.00T92 B 105602.7  
PARTICULARS ENTERED IN THE  
LAND REGISTER SOUTH AUCKLAND  
ASST. LAND REGISTRAR  
5/6/260



B 246630.1T

Approved by the Registrar-General of Land Wellington, No. B309403.1/93

**MEMORANDUM OF TRANSFER**

DUGALD FERGUSON BARKER of Whatawhata farmer and NOELINE FRANCES BARKER his wife

(herein called "the Transferor") being registered as proprietor of an estate in fee simple as tenants in common in equal shares

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of South Auckland

containing 1078 Square Metres more or less being Lots 1 and 2 Deposited Plan S.69074 and being part of the land comprised and described in Certificate of Title Volume 51B Folio 261

TOGETHER AND SUBJECT TO: Drainage Easements contained in Conveyance 295405 (R.355/98) and Covenant 339694 (R.446/405) APPURTENANT HERETO being Water Easement created by Transfer S.118449 and Right to Convey Water Easement created by Transfer B.105602.7

In Consideration of the sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00)

paid to the Transferor by WILLIAM ROBERT SHANNON of Hamilton sales representative and SUSANNE CATHERINE SHANNON his wife -

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all the Transferor's estate and interest in the said piece or pieces of land.

AND PROVIDED FURTHER the Transferees the said ROBERT WILLIAM SHANNON and SUSANNE CATHERINE SHANNON shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferors the said DUGALD FERGUSON BARKER and \*

In Witness Whereof these presents have been executed this 5<sup>th</sup> day of December 19 94

SIGNED by the Transferor

DUGALD FERGUSON BARKER and  
NOELINE FRANCES BARKER

*D F Barker*  
*N F Barker*

(by the affixing of its common seal)

in the presence of:

*W R Shannon*  
*S C Shannon*

\* NOELINE FRANCES BARKER in respect of the residue of the land contained in Certificate of Title Volume 51B Folio 261.

# MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

D. F. & N. F. BARKER ..... Transferor

R W & S C SHANNON ..... Transferee

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

Assistant / District Land Registrar of the

District of

McKINNON GARBETT & CO.  
SOLICITORS  
HAMILTON

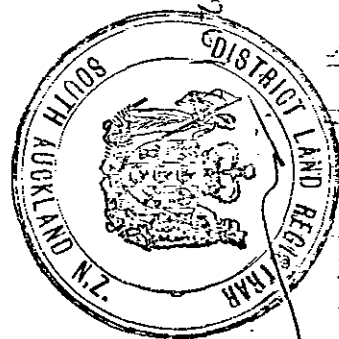
SOLICITOR FOR THE TRANSFEE

I hereby certify that this transaction does not contravene the provisions of Part II A of the Land Settlement Promotion and Land Acquisition Act 1952.

SOLICITOR FOR THE TRANSFEE

I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

SOLICITOR FOR THE TRANSFEE



11.45 19.DEC94 B 246630-1  
PARTICULARS ENTERED IN REGISTER  
AND RECEIVED 30.11.94



5118449 TE



[Approved by District Land Registrar, Auckland, No. 2837]

New Zealand

# Memorandum of Transfer

WHEREAS LEONARD EDWARD MOORE of Hamilton, formerly Contractor but now Farmer (hereinafter referred to as "the Transferor")...  
being registered as the 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 piece of land situate in the Land Registration District of Auckland containing FIFTY ACRES TWO ROODS TWENTY PERCHES ... (50ac. 2r. 20p.) more or less being Lot 12 Deposited Plan 14534 being... part Allotment 215 Parish of Pukete and being all the land in Certificate of Title Volume 1001 Folio 166S Auckland Registry Having appurtenant thereto Drainage Easements contained in Conveyance 295328 (R.355/88) and being subject to the Electricity Agreement registered as No. 26557 and covenant 339694 (R.446/405)/ AND WHEREAS by Memorandum of Agreement

for sale and purchase bearing date the 10th day of December 1956 the Transferor sold the said piece of land to CHRISTOPHER CHARLES PERKINS of Te Rapa Farmer (hereinafter called "the Transferee") at or for the price of £3150.0.0 NOW THIS MEMORANDUM OF TRANSFER WITNESSETH that in pursu-

ance of the said Memorandum of Agreement and in consideration of the

sum of £3150.0.0 paid to the Transferor by the Transferee (receipt whereof is hereby acknowledged) the Transferor DOTH HEREBY TRANSFER to..

the Transferee all his estate and interest in the said piece of land ... (hereinafter referred to as "the servient tenement") BUT RESERVING .....

NEVERTHELESS to the Transferor his executors administrators and assigns.

and other the registered proprietor or proprietors from time to time of

ALL THAT piece of land situate as aforesaid containing NINETY NINE .....

ACRES ONE ROOD NINETEEN PERCHES (99ac. 1r. 19p.) more or less being Lot

14 Deposited Plan 14534 of part Allotment 215 Parish of Pukete being ...

all the land in Certificate of Title Volume 524 Folio 155 Auckland ...

Registry (limited as to parcels) Subject to Drainage Easements in Con-

veyance 295405 (R.355/98) and Covenant 339694 (R. 446/405) (hereinafter

called "the dominant tenement") and his and their tenants at all times

hereafter in common with the Transferee and other the registered proprie-

tor or proprietors for the time being of the servient tenement and his

and their tenants the full free and uninterrupted right and liberty to

~~IN CONSIDERATION of the sum of~~

~~paid to~~=====by=====

~~the receipt of which sum is hereby acknowledged~~

*C. C. Perkins*  
*1009/4*

~~do hereby transfer the said~~

~~all estate or interest in the said piece of land~~

take convey and lead water in free and unimpeded flow (except during any periods of necessary cleansing and renewing and for repairing) from the bore on the servient tenement as the same is more particularly shown on the plan endorsed hereon by means of the existing pipes and each of them or by any pipe or pipes substituted therefor which pipes are now or ... hereafter to be taken from the said tank and led <sup>EASEMENT</sup> along the lines coloured blue on the said plan to the intent that the same shall forever be appurtenant to the dominant tenement and also the full and free right and .. liberty from time to time and at all reasonable times hereafter to enter upon the servient tenement by himself or his agents servants and workmen and with all necessary tools and implements for the purpose of cleansing repairing renewing or inspecting the said bore and/or pipe or pipes and so far as the same shall reasonably be necessary in connection with the premises to break up the surface of the servient tenement in the vicinity of the said bore and/or pipe or pipes and/or to enter any building standing or being on the servient tenement through which the pipe or pipes may pass PROVIDED FURTHER that the Transferee his heirs executors and administrators and other the registered proprietor or proprietors from time to time of the servient tenement and his and their tenants shall not nor will (except as hereinafter provided) do anything whereby the free and unimpeded flow of water through the said pipe or pipes will in any way be interrupted or restricted PROVIDED ALWAYS that nothing hereinbefore contained is intended to or shall restrict the rights of the Transferee and other the registered proprietor or proprietors of the servient tenement and his and their tenants to the natural and reasonable user of the water from the said bore for all reasonable purposes in connection with the use and enjoyment of the servient tenement PROVIDED FURTHER that the cost from time to time of any necessary cleansing renewing and/or repairing of the said bore pumping apparatus and the charges payable for electricity used in connection therewith pipes/shall be borne and paid for by the registered proprietor for the time being of the dominant tenement PROVIDED ALWAYS AND IT IS HEREBY AGREED AND

~~In Witness whereof these presents have been executed this~~ day of

~~one thousand nine hundred and~~

Signed by the above named

~~as transferor in the presence of~~

22/11/17  
M

DECLARED that the registered proprietor for the time being of the dominant tenement may at any time upon giving to the proprietor for the time being of the servient tenement one month's notice in writing of such his intention surrender the easement created hereby and thereupon such easement shall at the expense of the proprietor of the dominant tenement be extinguished and removed from the titles to the said lands and the proprietor of the dominant tenement shall cease to have any further rights or obligations in respect of the said easement.

IN WITNESS WHEREOF these presents have been executed this *28<sup>th</sup>* day of *February* One thousand nine hundred and fifty-seven (1957).

SIGNED by the abovenamed  
LEONARD EDWARD MOORE as  
Transferor in the presence  
of :-

*Lt Moore*

*R. H. Hamilton*

*Solicitor*

*Hamilton*

AND I ACCEPT THIS TRANSFER -

SIGNED by the abovenamed  
CHRISTOPHER CHARLES PERKINS  
as Transferee in the presence of :-

*C. C. Perkins.*

*W. B. Williams*

*Solicitor*

*Hamilton*



In the Land Valuation Court,  
Hamilton Registry.

No. 56/399

IN THE MATTER of an application under the Servicemen's Settlement and  
Land Sales Act, 1943:

for consent to a sale:

of land

Between Leonard Edward Moore

, Vendor (Lessor),

and Christopher Charles Perkins

, Purchaser (Lessee).

BEFORE THE

*Wackato*

LAND VALUATION COMMITTEE

UPON reading the application of Leonard Edward Moore

for the consent of the Land Valuation Court to the sale

of the land described in the schedule hereto to Christopher Charles Perkins

\* Delete if not  
required.

\* ~~And upon hearing~~

It is ordered that the consent of the Land Valuation Court be granted to the  
transaction \* ~~upon the following conditions~~

#### SCHEDULE

ALL THAT piece of land containing FIFTY ACRES TWO ROODS  
TWENTY PERCHES ( 50 a. 2 r. 20 p.) More or less being  
Lot 12 Deposited Plan 14534 being pt. Allotment 215 ...  
Parish of Pukete being the residue of the land in .....  
Certificate of Title Volume 524 Folio 154 Auckland Registry.

Dated at Hamilton

, this 18<sup>th</sup> day of January, 1957 *ELH*

*E. L. G. G. G.*

(Deputy) Registrar of the Land Valuation Court.

Sealed at the office of the Land Valuation Court

at Hamilton

, this

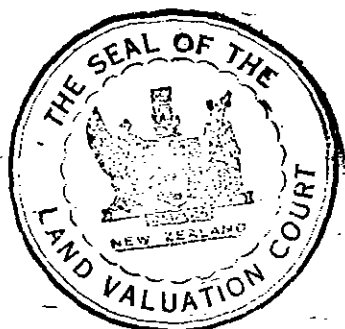
day of

*February*

1957 *ELH*

*E. L. G. G. G.*

(Deputy) Registrar.

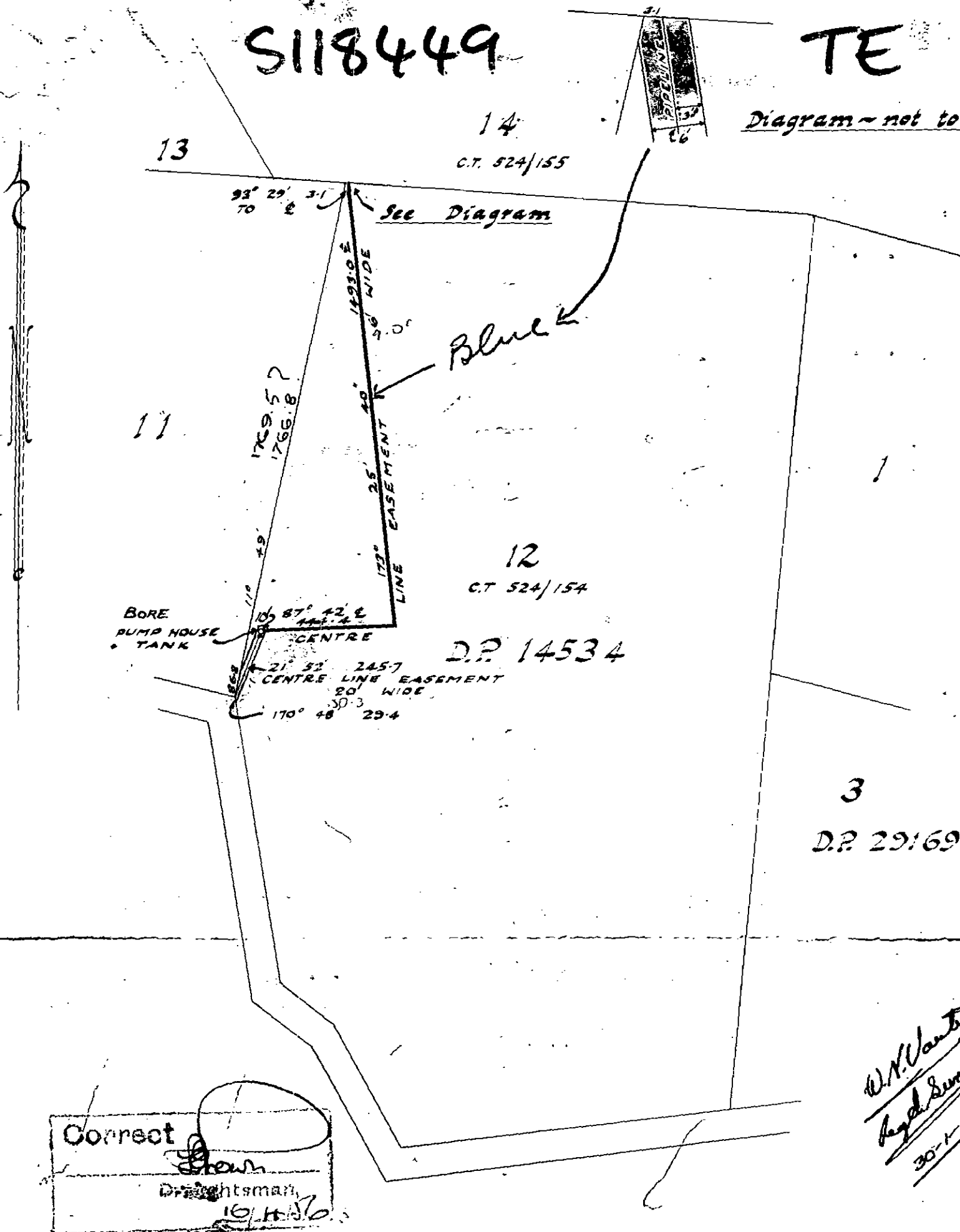


Solicitors for the Applicant: Harkness, Henry & Annan  
Hamilton.

S118449

TE

Diagram ~ not to scale.



Scale: 4 chains to an inch.

XVI NEWCASTLE S.D.

G. C. Pettins  
W. B. Williams  
J. E. Moore  
J. E. Moore

No.

118449

Transfer of

Lot 12  
D.P. 14534  
Pt. Allot. 215

Situated in P/Pukete

Correct for the purpose of the Land Transfer Act.

L. E. MOORE

Transferor

C. C. PERKINS

Transferee

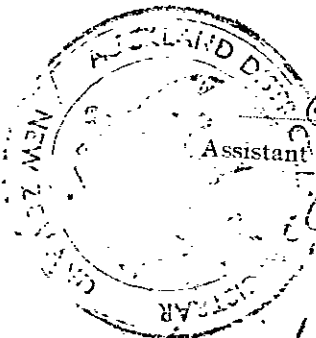
W B L Williams

Solicitor for the Transferee

Particulars entered in the Registered Book, 1001/166

and 1009/44.

the 11th day of March 1957, at 9.15 o'clock



Assistant Land Registrar of the District of Auckland.

Please return to

Don't forget

29/3/57

Handwritten notes on the right margin, including '3 5 5 10' and '3 5 5 10'.

Handwritten notes on the right margin, including '3 5 5 10' and '3 5 5 10'.

DLR The within diagram is not a mathematical figure. (The bearings and distances do not close). It is noted that the centre lines of pipes are not drawn in the diagram for two of the lines and the definitions of these two lines may not be the centre line of pipes. The text refers to easement "along the line coloured blue on the said plan" There are no blue lines on the diagram. The diagram is not correctly drawn at Nth end as easement if produced, would extend beyond the bounds of Lot 12. Plotting of easement is to be amended accordingly. The Diagram will remain to be amended to show either (a) boundaries of easement to be shown in relation to Lot 12 or (b) Centre line of easement to be shown in entirety.


LAND & DEEDS	
Nature:	Easement
Firm:	R. J. Poole
1 MAR 1957	
9.15	
2:16	
No.	494

POWELL, WILLIAMS & BOWDEN  
SOLICITORS,  
HAMILTON.



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA72D/748  
**Land Registration District** South Auckland  
**Date Issued** 16 May 2002

**Prior References**

SA51D/689

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<b>Estate</b>	Fee Simple
<b>Area</b>	17.6392 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan South Auckland 92191 and Lot 2 Deposited Plan South Auckland 64255 and Part Lot 2 Deposited Plan South Auckland 14393 and Part Lot 4 Deposited Plan 29169

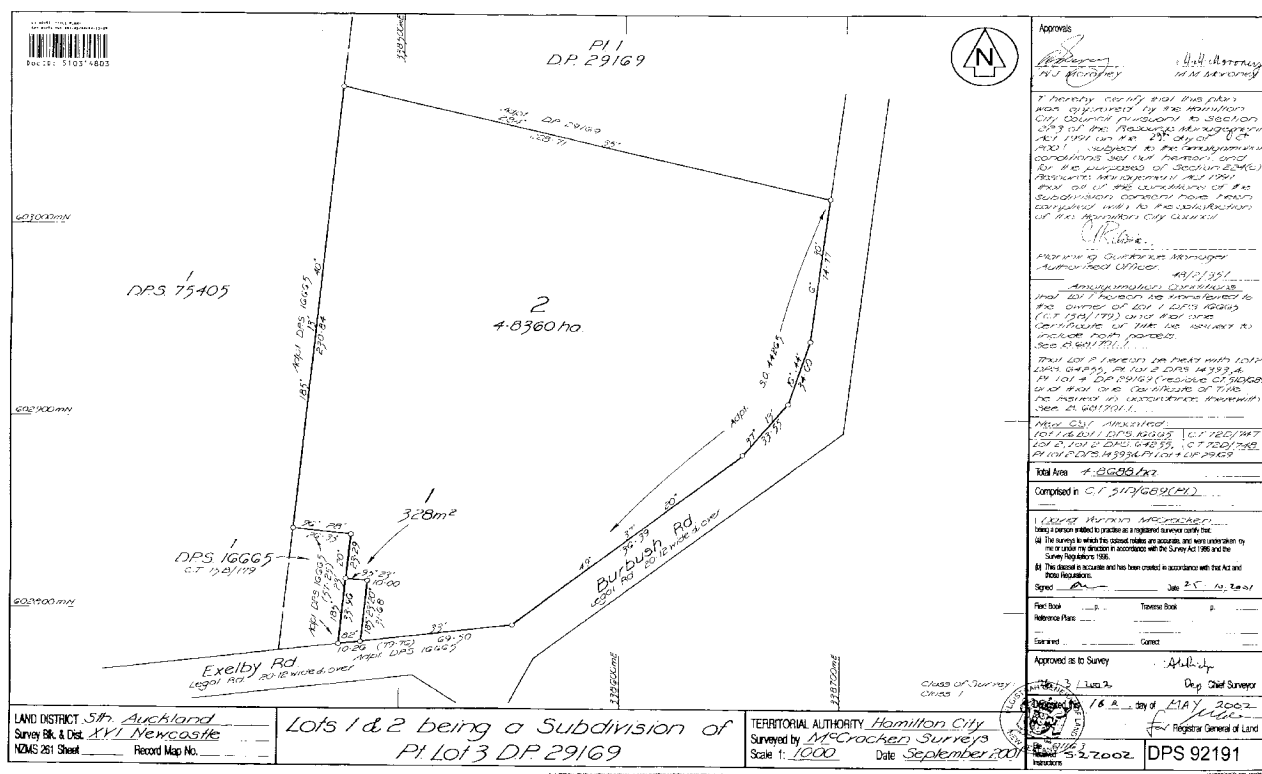
**Registered Owners**

Orient Europharma (NZ) Co Limited

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**Interests**

Subject to Section 241(2) Resource Management Act 1991 (affects DPS 92191)

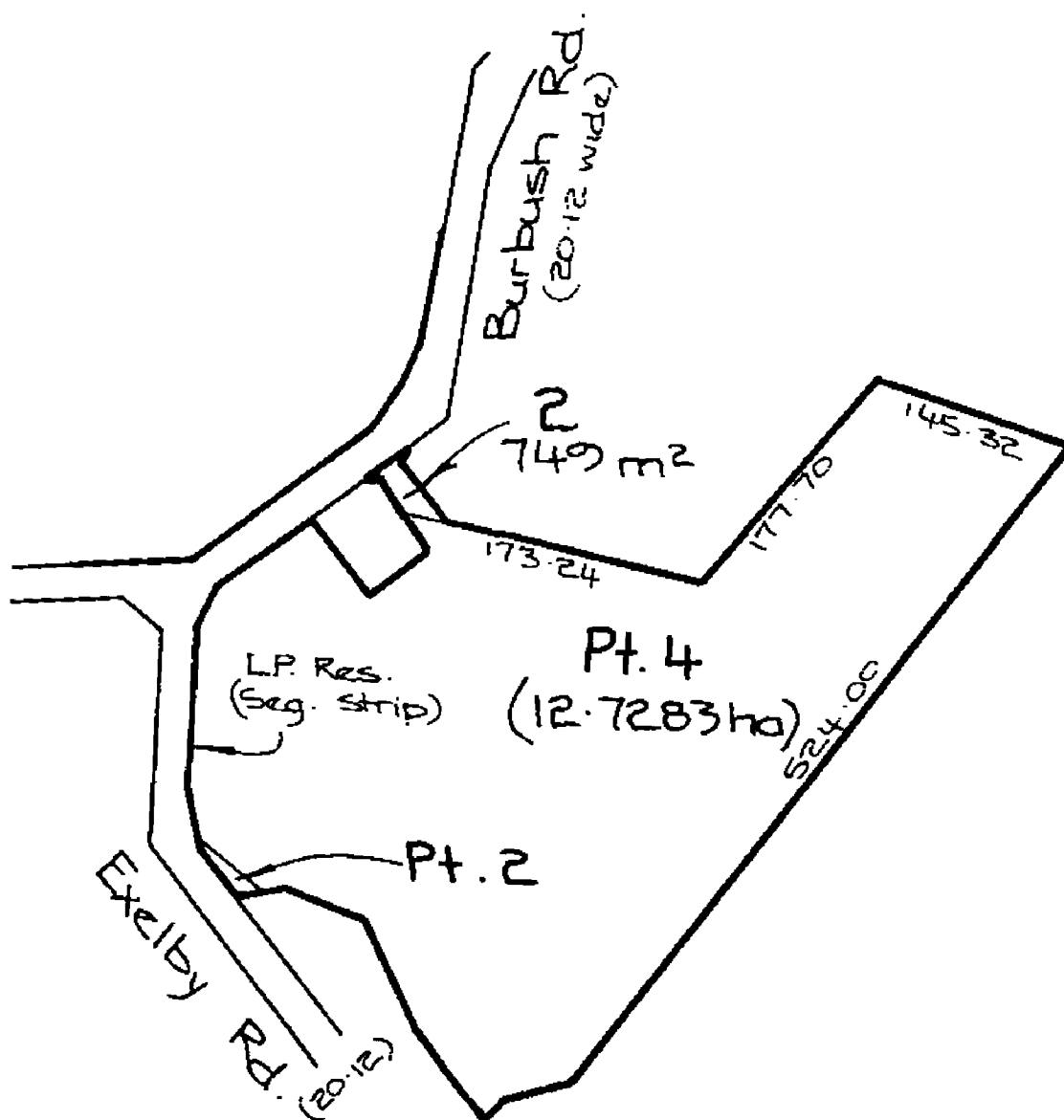


**Title Diagram SA72D/74**

Cpy - 01/01, Pgs - 001, 17/01/05, 10:54



DacID: 511094R98



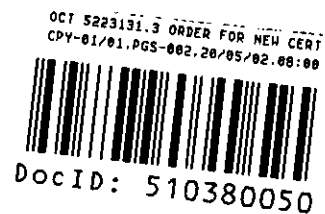
# ORDER FOR NEW CERTIFICATE OF TITLE

To the District Land Registrar

South Auckland

Please issue a new certificate of title in the name of

Russell John Moroney and Marie Millais Moroney



for 4.8360 hectares being

Lot(s)	Deposited Plan	Certificate(s) of Title
Lot 2	Deposited Plan S92191	SA51D/689
Lot 2	Deposited Plan S64255	"
Part Lot 2	Deposited Plan S14393	" and
Part Lot 4	Deposited Plan 29169	"

\*Delete as appropriate

being ~~the full balance/part~~ of the land included in Certificate(s) of Title SA51D/689 South Auckland  
Land Registry

Certificate of Title SA72D/748 having been allocated

~~of the~~

~~Land Registry~~

DATED at Hamilton this 13th day of May 2002

Betty Bethune  
Solicitor  
Hamilton

Solicitor for the  
Registered Proprietor

No.

**ORDER FOR NEW  
CERTIFICATE OF TITLE**





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **58423**  
**Land Registration District** **South Auckland**  
**Date Issued** 07 February 2003

**Prior References**

SA13B/741

---

<b>Estate</b>	Fee Simple
<b>Area</b>	2.3615 hectares more or less
<b>Legal Description</b>	Lot 3 Deposited Plan 314799

**Registered Owners**

Chung Ying-Fang Hsiao

---

**Interests**

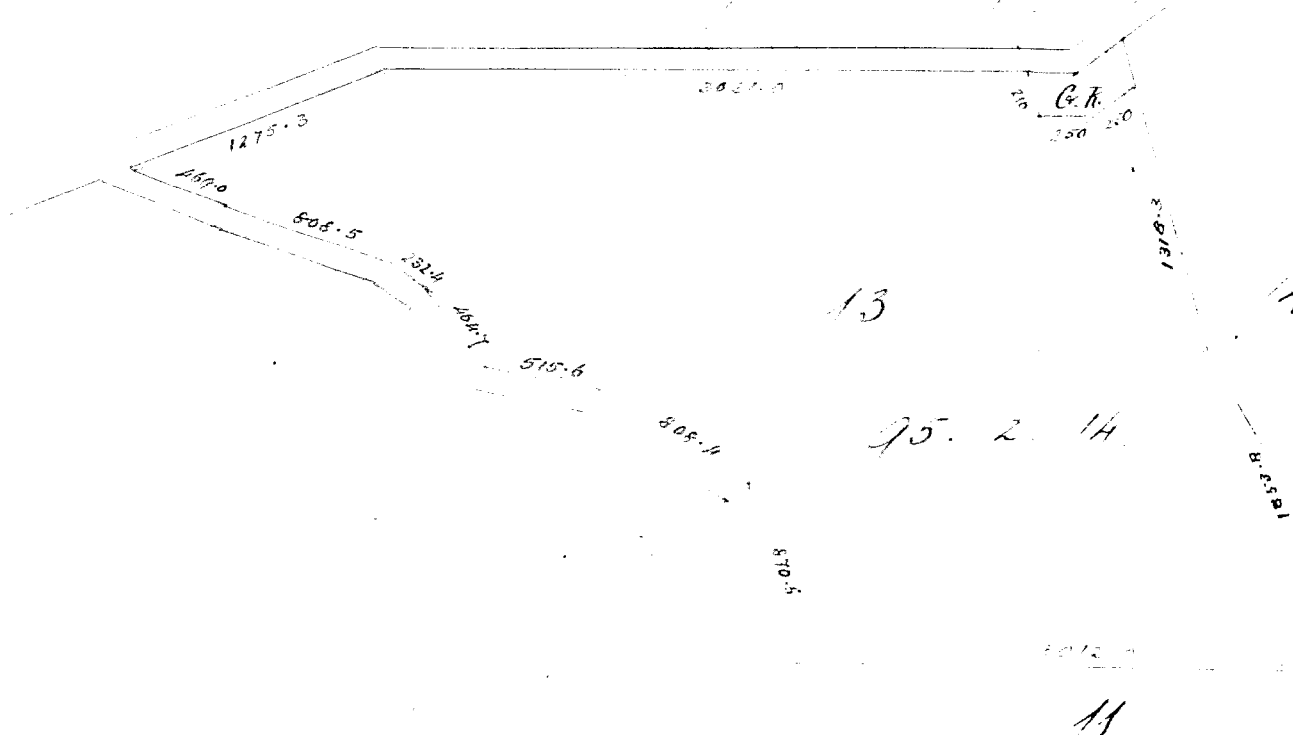
Subject to drainage rights created by Conveyance 295407 (R355/102)  
Subject to drainage rights created by covenant 339694 (R446/405)  
7174791.3 Mortgage to ANZ National Bank Limited - 21.12.2006 at 9:00 am



**295407 -** Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 A Deed of Conveyance (S.T. 11537-11523) dated 6<sup>th</sup>  
 December 1920 between Thomas Mather & Charles Albert  
 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's Measure  
 of 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's Measure  
 Stamp £36/10/- 4 pm 21 Auckland

Mrs Lill made the sixth day of December One thousand, nine, hundred and  
 twenty between Thomas Mather of Hamilton Farmer and Charles Albert  
 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's Measure  
 of 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's Measure  
 Stamp £36/10/- 4 pm 21 Auckland

Bell & Speight  
 per J. S. Rust  
 11/5/21



parcel of land in the Provincial District of  
 Auckland containing Forty five acres two  
 roods fourteen perches more or less being  
 lot Thirteen on a Plan lodged in the  
 Land Transfer Office at Auckland under

Number 14534 which said piece of  
 land is part of a subdivision of lot (two)  
 containing Four hundred and forty-  
 three acres One rood on a Plan  
 lodged in the Deeds Register Office  
 at Auckland as Number C97 of  
 part of Allotment Two hundred  
 and fifteen Parish of Putere

Bounded towards the North by the Te Papa - Te Kowhai Road One thousand  
 two hundred and seventy five and three tenths links and Three thousand and  
 thirty one links towards the East by a Gravel Reserve vested in the Waipā County  
 Council Two hundred and ten links again towards the North by the said Gravel  
 Reserve Two hundred and fifty links and Two hundred and fifty links again  
 towards the East by lot Thirteen on the said Plan Number 14534, One  
 thousand, three hundred and eighteen and three tenths links and One thousand  
 eight hundred and fifty three and eight tenths links towards the South by lot  
 Eleven on the said Plan Number 14534 Three thousand and two hundred and  
 towards the West and Southwest by a road Eight hundred and seventy and  
 five tenths links Eight hundred and eight and four tenths links, Two  
 hundred and fifteen and six tenths links, Four hundred and sixty and  
 seven tenths links Two hundred and thirty-two and four tenths links, Eight  
 hundred and eight and five tenths links and Four hundred and sixty and

the said equal measurements a little more than as delineated by the  
Plan drawn hereon edged red Together with all the rights and appurtenances there-  
unto belonging To hold the same unto the Purchaser This executory administration  
and assign for ever Provides Always and it is hereby mutually covenanted agreed  
and declared by and between the parties hereto that the drains on or adjoining or  
adjacent to the boundaries of the said piece of land hereby conveyed and the adjoining  
land of the Venans shall at all times be kept clean and in good repair and condition  
by the Venans and the Purchaser and their respective executors administrators and  
assigns (being the owner and occupiers for the time being of the land adjoining a  
drain adjacent to the same who derive benefit therefrom) and such owners shall pay  
the cost thereof in equal shares (that is to say one half by the Venans and one  
half by the Purchaser) or provide the labour and plant necessary for that purpose  
in equal shares as aforesaid And if any such owner shall fail or neglect for  
fourteen days after written notice calling upon him to join in the cleaning out or repair  
of any such drain has been delivered to him or left at his dwelling or posted to him at  
his usual address in the ordinary course of post then the person giving such notice may  
do the said work and recover half the cost thereof from the person to whom he has  
given such notice Provided Further that the Purchaser his executors administrators  
and assigns (the owner and occupiers for the time being of the said piece of land  
and hereby conveyed and of any part thereof) shall be entitled for all time and free of  
charge to drain and discharge water from all drains now or hereafter in or around  
or adjoining the said piece of land or any part thereof into the drains and streams  
in and upon the adjoining land of the Venans by which the said piece of land  
is now drained and to the free and uninterrupted flow and passage of the said  
water through the said drains and streams to the main outlet drain from the  
Venans Canal And such last mentioned streams and drains shall be kept  
properly cleaned out and in good order and condition by the Venans their executors  
administrators and assigns the owner for the time being of the land adjoining  
the same at their own expense and in the event of their failing to do so after a  
legal notice to that effect provided it shall be lawful for the Purchaser  
his executors administrators and assigns (the owner or owners for the time being  
of the land hereby conveyed or any part thereof) to enter upon the said lands through  
which the said streams and drains flow and clean out the same at the expense  
of the adjoining owner or owners for the time being and to recover the cost thereof  
from such adjoining owner or owners And it is further Agreed and Declared  
that inasmuch as the boundaries of the said land are in the case of drains  
(where drains exist) and as ~~some~~ fences are erected along such drains  
such fences shall be deemed to be boundary fences and shall be kept in repair  
and maintained at the joint expenses of the adjoining owners for the time being  
Provided However that the occupation of the land between the centre of the drains  
and such fences shall not be deemed adverse possession thereof or against the  
owner of any such land And it is hereby Agreed and Declared that the covenants  
implied in conveyances by Subsection (d) of section 56 of the Property Law  
Act 1905 shall be implied herein against the Venans and shall include  
the following deeds and documents Numbers 158918, 166365, 166366, 69478  
170239, 173697, 173698, 173699, 173700, 173701, 173702, 17665, 177666,  
179667, 179872, 183045, 183046, 222489, 183424, 256337, 1921889, 92190,  
208480, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488  
258015 and 258016 and Conveyance of 258016 And it is further Declared  
for the purposes of the duty payable under the Finance Acts 1915 & 1918  
(Number two) inclusive that no agreement in writing was entered into between  
the parties in respect of the foregoing transaction

In Witness Whereof the parties hereto have hereunto signed  
Signed by the said Joshua Mathew }  
In the presence of }  
J. O'Brien Law Clerk }  
Signed by the said Charles Albert Houghson by his Attorney }  
Charles James Pears sitting under and by virtue of a Deed }  
of Power bearing date the 23<sup>rd</sup> day of July 1920 }  
deposited in the Land Registry Office at Dublin (No Number 1864)

C. A. Houghson  
by his Attorney  
E. J. Sheehy

295408

in the presence of W. V. Gray Solicitor Hamilton

Stamp 3/- C. J. M. 6/12/20

I Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor named therein and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as number 4864 And that I have not received any notice or information of the revocation of such power by death or otherwise.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statute in that behalf made 1908  
 Declared at Hamilton this sixth day of December } C. J. Mears  
 1920 Before me  
 W. V. Gray, A Solicitor of the Supreme Court of New Zealand



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....



second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ... William Richards Shattock is the owner in fee simple of the land more particularly described in the.. Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers. And whereas the said lands are not within the jurisdiction of any drainage district nor under the ... control of any Drainage Board and whereas the main outlet drain which carries off water from the .... lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the said William Richards Shattock described in the third schedule hereto in the approximate position ... indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ... such portion of the main outlet drain as runs through the land of the said William Richards Shattock. shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time and at all times thereafter keep the same clean free and unobstructed to its full depth and in good order condition and repair Provided however that in the event of the sides of the said drain falling in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of the said drain Provided further that upon any such damage occurring to the said drain the said ..... William Richards Shattock shall immediately upon the same being ascertained notify the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers thereof and in the event of their failing for seven days to repair such damage it shall be lawful for the said William Richards Shattock to repair the same and recover the cost of so doing from the said .... William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the .... said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary for such fence the said William Richards Shattock shall supply all wire and staples necessary and the said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence.. The said William Richards Shattock shall maintain the said fences in good order condition and repair at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and doth hereby guarantee and become and made himself personally responsible to the said William Richards Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

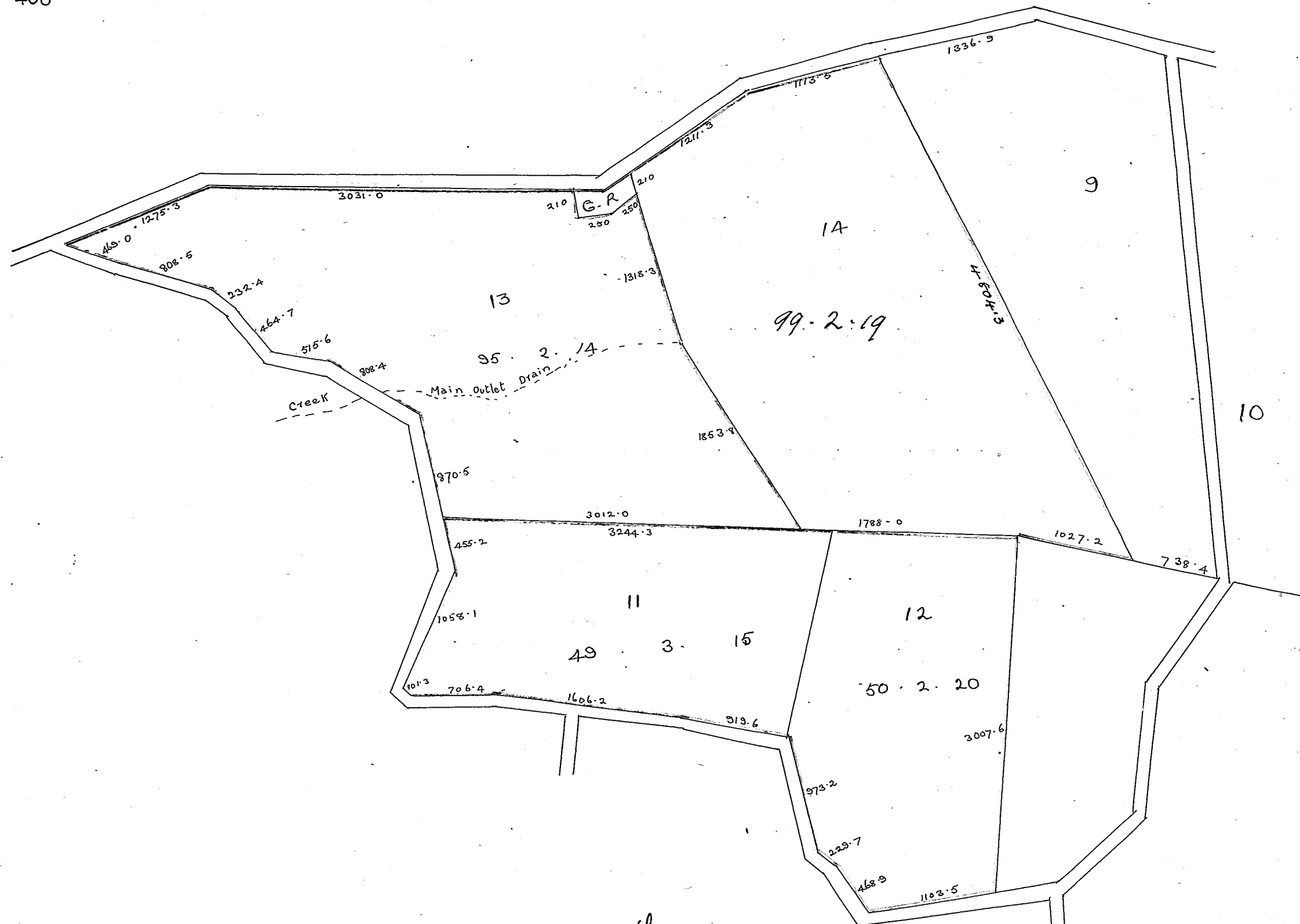
SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.



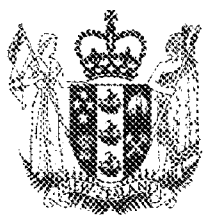


Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:


A. M. Hume Pro Richardson





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **140356**  
**Land Registration District** **South Auckland**  
**Date Issued** 08 July 2004

**Prior References**

SA57D/841

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<b>Estate</b>	Fee Simple
<b>Area</b>	5.1426 hectares more or less
<b>Legal Description</b>	Lot 3 Deposited Plan 334215

**Registered Owners**

John Robert Clark, Catherine Jane Clark and McCaw Lewis Trustees Limited

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**Interests**

Subject to a drainage right over part created by Conveyance 295407 (R355/102)

Subject to a drainage right over part created by Covenant 339694 (R446/405)

B327195 Encumbrance to Hamilton City Council - 28.2.1996 at 3.06 pm

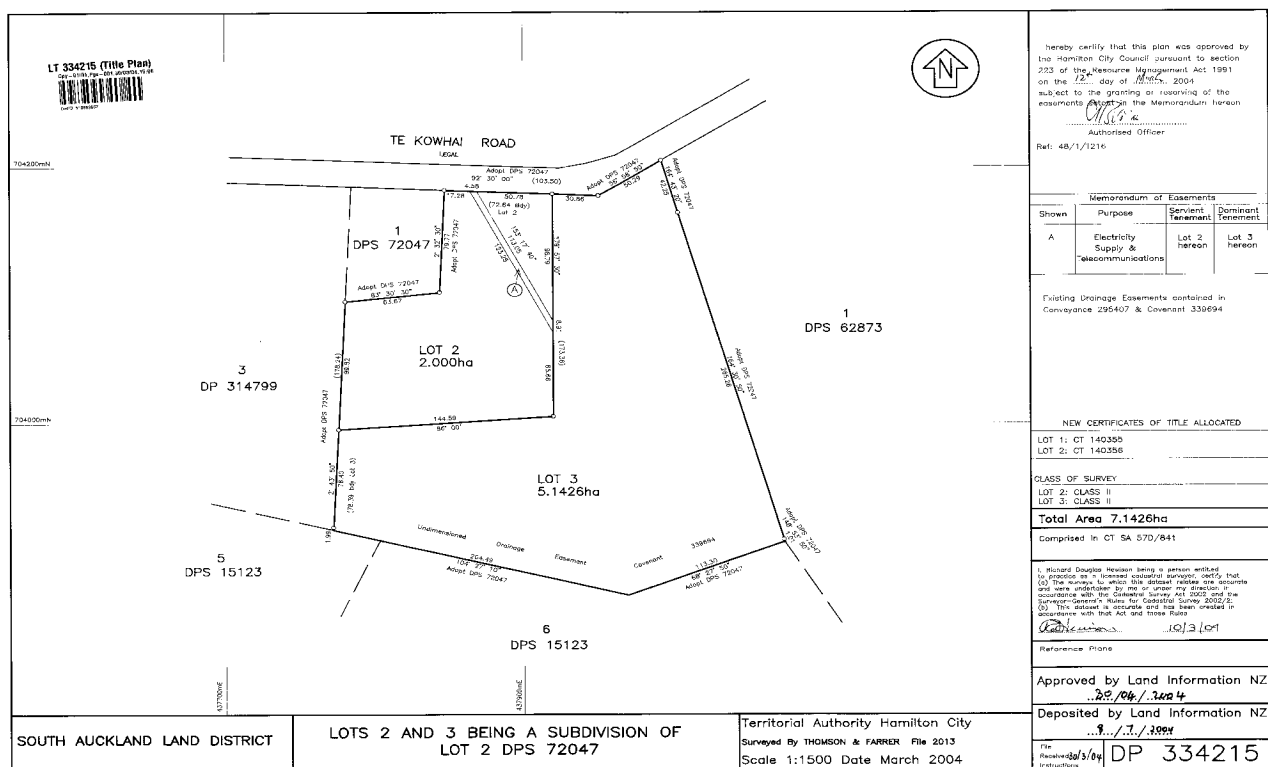
B523642.1 Variation of Encumbrance B327195 - 25.1.1999 at 2.21 pm

Appurtenant hereto are rights to convey electricity, telecommunications and computer media easements created by Easement Instrument 6080295.1 - 15.7.2004 at 9:00 am

The easements created by Easement Instrument 6080295.1 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 6080295.2 - 15.7.2004 at 9:00 am

10717124.1 CAVEAT BY GREEN SEED HOLDINGS LIMITED - 3.3.2017 at 9:02 am



# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	10717124.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	03/03/2017 09:02:00
<b>Lodged By</b>	Fui Loong Chan

---

<b>Affected Computer Registers</b>	<b>Land District</b>
140356	South Auckland

---

## Registered Proprietor

Catherine Jane Clark  
John Robert Clark  
McCaw Lewis Trustees Limited

---

## Caveator

Green Seed Holdings Limited

---

## Estate or Interest claimed

Pursuant to an Agreement for Sale and Purchase of Real Estate dated 16 November 2016 between the Caveator as the Nominated Purchaser and the registered proprietors as Vendors

---

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

---

## Address for Service of Caveator

Loo & Koo Solicitors  
C/- Nelly Ho  
P O Box 99687  
Newmarket, Auckland  
New Zealand  
1149

---

## Address for Registered Proprietor

McCaw Lewis Solicitors  
C/- Gerald Rennie  
P O Box 9348  
Hamilton  
New Zealand  
3240

---

## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 ☒

# View Instrument Details

---

## Caveator Certifications

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 Fui Loong Chan as Caveator Representative on 03/03/2017 09:01 AM

**\*\*\* End of Report \*\*\***



the said equal measurements a little more than as delineated by the  
Plan drawn hereon edged red together with all the rights and appurtenances there-  
unto belonging To Hold become unto the Purchaser. This cencutro-administrations  
and cencutro for ever Provides Always and it is hereby mutually covenanted agreed  
and declared by and between the parties hereto that the drains on or adjoining a  
adjacent to the boundaries of the said piece of land hereby conveyed and the adjoining  
land of the Venans shall at all times be kept clean and in good repair and condition  
by the Venans and the Purchaser and their respective executors administrators and  
assigns (being the owner and occupiers for the time being of the land adjoining a  
adjacent to the same who derive benefit therefrom) and such owners shall pay  
the cost thereof in equal shares (that is to say one half by the Venans and one  
half by the Purchaser) or provide the labour and plant necessary for that purpose  
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fourteen days after written notice calling upon him to join in the cleaning out or repair  
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and assigns (the owner and occupiers for the time being of the said piece of land  
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or adjoining the said piece of land or any part thereof into the drains and streams  
in and upon the adjoining land of the Venans by which the said piece of land  
is now drained and to the free and uninterrupted flow and passage of the said  
water through the said drains and streams to the main outlet drain from the  
Venans Canal And such last mentioned streams and drains shall be kept  
properly cleaned out and in good order and condition by the Venans their executors  
administrators and assigns the owner for the time being of the land adjoining  
the same at their own expense and in the event of their failing to do so after a  
legit notice to that effect provided it shall be lawful for the Purchaser  
his executors administrators and assigns (the owner or owners for the time being  
of the land hereby conveyed or any part thereof) to enter upon the said lands through  
which the said streams and drains flow and clean out the same at the expense  
of the adjoining owner or owners for the time being and to recover the cost thereof  
from such adjoining owner or owners And it is further Agreed and Declared  
that inasmuch as the boundaries of the said land are in the case of drains  
(where drains exist) and as ~~some~~ fences are erected along such drains  
such fences shall be deemed to be boundary fences and shall be kept in repair  
and maintained at the joint expenses of the adjoining owners for the time being  
Provided However that the occupation of the land between the centre of the drains  
and such fences shall not be deemed adverse possession thereof or against the  
owner of any such land And it is hereby Agreed and Declared that the cencutro  
implied in conveyances by Subsection (d) of section 56 of the Property Law  
Act 1905 shall be implied herein against the Venans and shall include  
the following deeds and documents Numbers 158918, 166365, 166366, 69478  
170239, 173697, 173698, 173699, 173700, 173701, 173702, 17665, 177666,  
179667, 179872, 183045, 183046, 222489, 183424, 256337, 1921889, 92190,  
208480, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488  
258015 and 258016 and Conveyance of 258016 And it is further Declared  
for the purposes of the duty payable under the Finance Acts 1915 & 1918  
(Number two) inclusive that no agreement in writing was entered into between  
the parties in respect of the foregoing transaction

In Witness Whereof the parties present have been executed  
Signed by the said Joshua Mathew }  
In the presence of }  
J. Oloen Law Clerk }  
Signed by the said Charles Albert Houghson by his Attorney }  
Charles James Pears sitting under and by virtue of a Deed }  
of Power bearing date the 23<sup>rd</sup> day of July 1920 }  
deposited in the Land Transfer Office at Auckland (No Number 1864)

C. A. Houghson  
by his Attorney  
C. J. Pears

295408-

in the presence of W. V. Gray Solicitor Hamilton

Stamp 3/- C. J. M. 6/12/20

I Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor named therein and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as number 4864 And that I have not received any notice or information of the revocation of such power by death or otherwise.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statute in that behalf made 1908 }  
 Declared at Hamilton this sixth day of December } C. J. Mears  
 1920 Before me  
 W. V. Gray, A Solicitor of the Supreme Court of New Zealand





339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

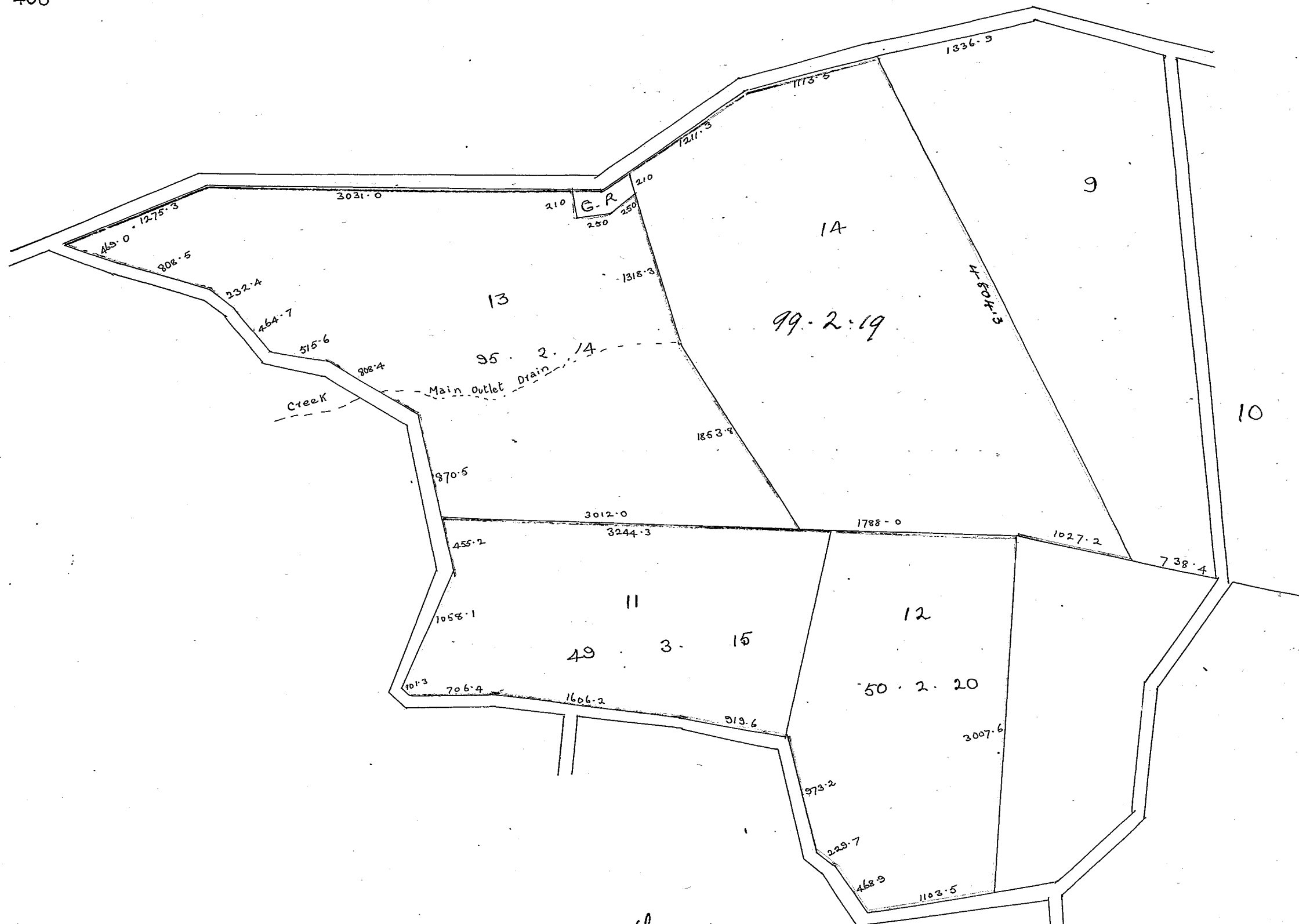
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

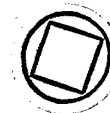
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup>. day of December 1924

WITNESS:

A. M. Hume Pro Richardson



Easement Instrument

Dated  
**EASEMENT INSTRUMENT**

**EI 6080295.1 Easement I**

Cpy - 01/04, Pgs - 006, 14/07/04, 17:10



DocID: 510951708

Land Registration District

South Auckland

Grantor

*Surname must be underlined*

**John Robert CLARK and Catherine Jane CLARK**

Grantee

*Surname must be underlined*

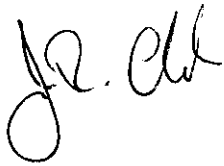
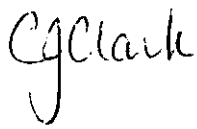
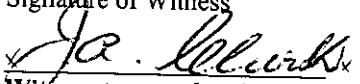


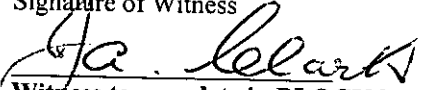
**John Robert CLARK and Catherine Jane CLARK**

**Grant of Easement**

The Grantor, being the registered proprietor of the servient land set out in Schedule A. **Grants to the Grantee** the easement(s) set out in Schedule A with the rights and powers or provisions set out in the Annexure Schedule(s).

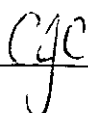

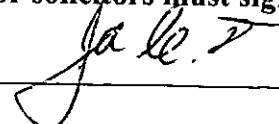
Dated this 1 day of July 2004

**ATTESTATION -**

 	Signed in my presence by the Grantor Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name <u>JAMES ALBERT CLARK</u> Occupation <u>ORCHARDIST</u> Address <u>81 Dunlop Rd</u> <u>Te Puke</u>
Signature, or common seal of Grantor	
 	Signed in my presence by the Grantee Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name <u>JAMES ALBERT CLARK</u> Occupation <u>ORCHARDIST</u> Address <u>81 Dunlop Rd</u> <u>Te Puke</u>
Signature, or common seal of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

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

## Easement Instrument

Dated 1 July '04 Certified correct for the purposes of the Act.



(Solicitor for) the Grantee

## Schedule A

Purpose (Nature and effect) of easement	Shown (Plan reference) DP 334215	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT or in gross)
Right to convey electricity Right to convey telecommunications and computer media	A	Lot 2 DP 334215 (CT 140355)	Lot 3 DP 334215 (CT 140356)

## Easement, rights and powers (including terms, covenants and conditions)

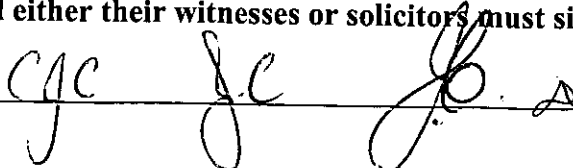
Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 .

The implied rights and powers are varied and added to by the following provisions:

Any maintenance repair or replacement of any easement facility that is necessary because of any act or omission by any user of the easement facility being either or all the owners of the dominant and servient land (which includes any of their agents, employees, contractors, sub-contractors or invitees) must be carried out promptly by that user at the sole cost of that user or in such proportion as relates to the act or omission.

Clarke Easement Instrument version 1

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



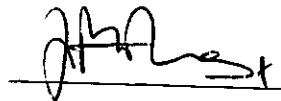
**ANZ NATIONAL BANK LIMITED**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, *Fiona Maree Priest* of *Auckland* in New Zealand, *Team Leader Securities* of ANZ National Bank Limited, hereby certify that:

1. By Deed dated *14 January 2003* ("*The Deed*"), I was appointed an Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington on the terms and subject to the conditions set out in that deed.
2. On 26 June 2004 ANZ Banking Group (New Zealand) Limited was amalgamated with The National Bank of New Zealand Limited to become ANZ National Bank Limited and the rights and powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am a *Team Leader Securities*, Lending Services Centre of ANZ, part of ANZ National Bank Limited.
4. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ National Bank Limited or otherwise.
5. The Deed is registered with Land Information, New Zealand, Dealing Number PA 5526043.1.

SIGNED by the abovenamed )  
Attorney at Auckland on this )  
*6th* day of *July* 2004. )

  
\_\_\_\_\_  
Signature

## MORTGAGEE'S CONSENT

ANZ NATIONAL BANK LIMITED the Mortgagee under and by virtue of Memorandum of Mortgage No B563924.1 HEREBY CONSENTS to the within Easements set out on DP334215 and the deposit of DP 334215 and the creation of the land covenants but without prejudice to the mortgagee's rights powers and remedies under the said Mortgage.

ANZ Banking Group (New Zealand) Limited was amalgamated with the National Bank of New Zealand Limited to become ANZ National Bank Limited under Part XIII of the Companies Act 1993 on 26 June 2004.

Dated this 6th day of July 2004

Signed by ANZ NATIONAL BANK LIMITED

by its Attorney

  
Fiona Maree Priest  
Team Leader Securities

Witness to the execution by

ANZ NATIONAL BANK LIMITED

Witness:

Occupation:

Address:

  
Amatul Motin Khan  
Bank Officer Auckland



The Hamilton City Council as Encumbrancee under Encumbrance B327195 ( and Variation B523642.1) hereby consents to:

1. The creation of the easements set out on DP334215
2. The creation of the land covenants

The above consents are without prejudice to the rights of the Encumbrancee under Encumbrance B327195.

Dated this 13<sup>th</sup> day of July 2004

Signed by Hamilton City Council )  
in the presence of:


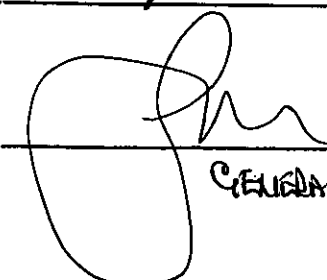
~~Signature of witness:~~

~~Name of witness:~~

~~Occupation:~~

Address:



  
\_\_\_\_\_  
COUNCIL MANAGER  
  
\_\_\_\_\_  
GENERAL MANAGER CORPORATE

Landonline User ID: HAMILTONLSHA

LODGING FIRM: HAMILTON LEGAL SERVICES LTD

Address: DX GP20013

HAMILTON

PH 0800 77 66 88

Uplifting Box Number: 19

ASSOCIATED FIRM:

Client Code / Ref: CLARK JR & CJ

54117-1603

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:

(LINZ Use only)

Priority Barcode/Date Stamp

(LINZ Use only)

EI 6080295.1 Easement

Cpy - 02/04, Pgs - 006, 14/07/04, 17:10

Copies

(inc. original)

DocID: 510851708

Plan Number Pre-Allocated or  
to be deposited

Rejected Dealing Number

6072020

Other (state)

Priority Order	CT Ref	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RESUBMISSION PRIORITY FEE	FEES \$ GST INCLUSIVE
1	140355 ✓	EI ✓	CLARK JR & CJ	50.00	2.00						52.00
2	AS ABOVE ✓	EI ✓	CLARK JR & CJ	50.00	2.00						52.00
3											
4											
5											
6											

Annotations (LINZ use only)

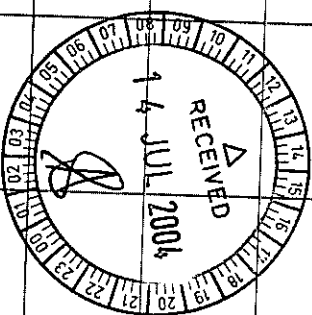
Original Signatures? \_\_\_\_\_

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF



Subtotal (for this page)

104.00

Total for this dealing

104.00

Less Fees paid on Dealing #

Debit my Account for

104.00

# EASEMENT INSTRUMENT

El 6080295.2 Easement I

Cpy - 01/01, Pgs - 003, 14/07/04, 17:10



DocID: 510951709

Land Registration District

South Auckland

Grantor

*Surname must be underlined*

John Robert CLARK and Catherine Jane CLARK

Grantee

*Surname must be underlined*

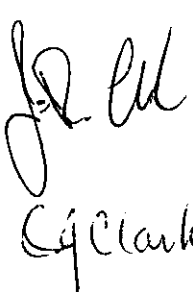
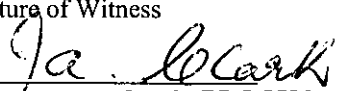

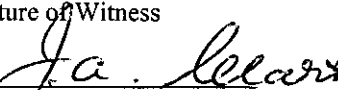
John Robert CLARK and Catherine Jane CLARK

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

The Grantor, being the registered Grantor of the servient tenement set out in Schedule A. Creates the covenants(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 1 day of July 2004

## ATTESTATION -

	Signed in my presence by the Grantor Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name JAMES ALBERT CLARK. Occupation ORCHARDIST Address 81 DUNLOP RD TE PUKE.
Signature, or common seal of Grantor	
	Signed in my presence by the Grantee Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name JAMES ALBERT CLARK Occupation ORCHARDIST Address 81 DUNLOP RD TE PUKE.
Signature, or common seal of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the Grantee

# ANNEXURE SCHEDULE 1

Easement Instrument  
Schedule A

Dated 1/7/04

Purpose (Nature and effect) of easement, profit or land covenant	Shown (Plan reference) DP	Servient Tenement (Identifier/CT) "the LAND"	Dominant Tenement (Identifier/CT or in gross)
Land Covenants	N/A	Lot 2 CT 140355	Lot 3 CT 140356

## Covenant Provisions

The provisions applying to the specified covenants are:

1. The Grantor (Owner) of the **LAND** will:

(a) Not erect, construct or place on the land nor allow to be erected, constructed or placed on the land any dwelling unless it complies with all of the following requirements:

- (i) it must have a minimum ground floor area of 160 square metres (excluding other accessory buildings, attached or detached garage, carports and decking); and
- (ii) It must be constructed to a shape other than a simple rectangle and will contain at least one roof break or full valley in the roof.
- (iii) A minimum of 90% of the exterior cladding of any dwelling and ancillary buildings must consist of the following materials:

Kiln dried clay bricks or concrete bricks

Stucco textured finish

Stone

Properly stained or painted and finished timber

And/or any other material approved by the Grantee.

(iv) The roof on any dwelling and ancillary buildings must be constructed using the following materials (or such other materials approved by the Grantee):

Colour Steel Long run

Colour Steel Tile

Decramastic Tile

Concrete Tile

Cedar Shakes

**PROVIDED THAT** the Grantee may in writing waive compliance with one or more of the restrictions or stipulations contained above in paragraph (a) if in the Grantee's reasonable opinion the Grantee is satisfied that any such waiver will not materially detract from the amenities of the subdivision which

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

*[Handwritten signatures and initials]*

## ANNEXURE SCHEDULE 1

Easement Instrument

Dated

1/7/2004

the land forms a part of; and

- (b) Not use or allow to be used any residence on the land as such unless the residence has been substantially completed in accordance with the terms of these provisions and the residence and any ancillary buildings meet the requirements of the appropriate local authority; and
  - (c) Not erect or allow to be erected on the land any boundary or other fence without the approval of the Grantee which approval will not be unreasonably withheld except that no fence will be constructed of corrugated iron or other solid metal products; and
  - (d) Not leave any building or associated works in the course of construction without substantial work being carried out for a period of three (3) months and all construction of any such building including fencing and landscaping will be completed within twelve (12) months from commencement of building construction; and
  - (e) Not erect any building other than a new residential home on the land (unless the building is ancillary to a residence) and no relocatable home will be erected or allowed on the land unless it is a Show Home which has not been previously lived in
2. The Grantor will, as regards the stipulations and restrictions, be liable only in respect of breaches of them which occur while the Grantor is the registered proprietor of the land in the relevant Certificate of Title (that is to say the relevant servient lot) or any part of it in respect of which any breach occurs.
  3. The Grantor for the Grantor and the successors in title to the Grantor indemnifies and holds harmless (and will at all times keep so indemnified and held harmless) the Grantee from and against all proceedings, costs, claims and demands in respect of breaches by the Grantor (or as the case may be the relevant successor in title to the Grantor) of the stipulations and restrictions.
  4. Without prejudice to any other rights or remedies the Grantee (or any successor in title to the Grantee as the case may be) may have, (and subject to the provisions of this Instrument) should the Grantor (or any successor in title as the case may be) fail to comply with any of the stipulations and restrictions contained in 1. (a) to (e) then the Grantor (or the successor in title as the case may be) will pay to the Grantee as liquidated damages that sum which represents in the reasonable opinion of the Grantee, the sum required to remedy such failure to comply (and such sum may include all costs howsoever incurred or to be incurred including professional and other legal costs calculated on a solicitor/client basis) immediately upon receipt of a written demand for such sum from the Grantee or the Grantee's solicitors.
  5. Notwithstanding anything contained in this document the above covenants will cease to be of any effect after 1 June 2014.

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

LC CJE Jb

## MEMORANDUM OF ENCUMBRANCE

B327195 ENC

### WHEREAS:

PAMELA JUNE IRWIN of Hamilton, Married Woman ("the Encumbrancer") is the registered proprietor of an estate in fee simple being the whole of the land comprised in Certificate of Title entered as No. 13B/740 South Auckland Registry ("the said land")

The Encumbrancer wishes to make the said land available for the purposes of securing to and for the benefit of THE HAMILTON CITY COUNCIL a body corporate having its office at Worley Place, Hamilton ("the Encumbrancee") the sum of money set out in this encumbrance PURSUANT to these premises the encumbrancer does encumber the said land with the sum of TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800.00) plus GST for the benefit of the Encumbrancee to be paid to the Encumbrancee forthwith upon the breach by the Encumbrancer of any of the covenants on the part of the Encumbrancer set forth in the Deed of Covenant in the Schedule contained in this encumbrance. If and whenever the obligations set out in the said Deed of Covenant shall have been wholly complied with or shall by effluxion of time or otherwise become no longer enforceable THEN this Memorandum of Encumbrance shall be wholly discharged by the Encumbrancee AND the Encumbrancee shall be entitled to all powers and remedies given to mortgagees and rent charges by the Land Transfer Act 1952 and the Property Law Act 1952.

### SCHEDULE

DEED OF COVENANT:

The Encumbrancer has subdivided the said land and wishes to defer immediate compliance with the subdivisional requirements of the Council but obtain a release of the Land Transfer Plan to enable her to complete the development. The Council has agreed to release the said plan of subdivision upon the Encumbrancer entering into this Bond.

NOW THIS DEED RECORDS that the Encumbrancer DOES COVENANT with the Encumbrancee as follows:-

1. THAT the Encumbrancer shall on or before the 1 March 1998 plant no less than 8,000 pine trees over a 0.8 hectare area of Lot 2 on a plan lodged for deposit in the Land Transfer Office at Hamilton under No.S.72047 and establish a calf rearing business on the remaining area of that Lot so that a minimum net income (gross income less costs and overheads but prior to personal drawings or debt servicing) of \$10,000.00 per annum be obtained. The value of the bond for compliance with this condition shall be \$10,000.00 plus GST.

2. THE Encumbrancer shall not wilfully or recklessly remove or damage the magnolia tree (Magnolia Grandiflora) on Lot 1 on the said plan and no excavation shall be carried out within the drip line of such tree and no pruning of branches shall be carried out on such tree except with the prior approval of the Hamilton City Council and under the supervision of a qualified arborist. The value of the bond for compliance with this condition shall be \$2,160.00 plus GST.

3. THE Encumbrancer shall not wilfully or recklessly remove or damage the two Plane trees (Platanus Acerifolia) sited on Lot 2 of the said plan and no excavation shall be carried out within the drip line of either such tree and no pruning of branches shall be carried out on either tree except with the prior approval of the Hamilton City Council and under the supervision of a qualified arborist. The value of the bond for compliance with this condition shall be \$8,640.00 plus GST.

4. THAT upon default being made by the Encumbrancer in complying with the covenants on the part of the Encumbrancer set out in the Encumbrance the Encumbrancee in addition

to all its other remedies hereunder shall be entitled by itself, its servants and agents to enter into and upon the said land of the Encumbrancer or any part thereof and to do all things necessary to secure compliance with the terms hereof without being liable to the Encumbrancer for any damage or interference of the said land or any other land or property of the Encumbrancer caused by the carrying out of such work.

5. IN the event of the Encumbrancee taking steps to remedy any default pursuant to clause 2 of this Encumbrance, the Encumbrancer does hereby irrevocably appoint the Encumbrancee to be its attorney for the purpose of making any appropriate application or sign any documentation required to complete the said work.

6. THE Encumbrancee shall also be entitled to sue and recover by action of law from the Encumbrancer all costs of and incidental to the carrying out of such work including costs for its own administration, legal costs and any other incidental costs of whatever kind ancillary thereto.

7. UPON the determination of the amount owing by the Encumbrancer to the Encumbrancee in the event of a default, the Encumbrancee may exercise a power of sale of mortgagees of the said land to recover the said costs of compliance and the costs incidental thereto.

8. THE said sum of TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800.00) plus GST may be reviewed and increased having regard to inflationary trends, and in the event of the Encumbrancee exercising its powers under this Deed, the Encumbrancee shall be entitled to recover a sum of money equivalent to the said sum of TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800.00) plus GST together with any variation of such amount in the proportion that the Index Number (as defined at the date the Encumbrancee takes such steps to demolish or reinstate the said building on the said land) bears to the Index Number as at the date of this Memorandum of Encumbrance. The words "Index Number" shall mean:

- (a) The Consumer Price Index (all groups) for New Zealand published from time to time by the Department of Statistics. In the event that the Government Statistician shall update the reference base of such Index Number due conversion shall be made to preserve the intended continuity of calculation by making the appropriate



arithmetical adjustment to make the updated Index Number correspond in reference base to the Index Number at the relevant date or dates OR

- (b) In the event that there is any suspension or discontinuance of the Consumer Price Index then "Index Number" shall mean an index published at the date hereof and that the dates of the remedying of such default which reflects fluctuations in the costs of living in New Zealand, in which the parties may mutually agree upon and if they are unable to agree then such index shall be determined by the President for the time being of the Waikato/Bay of Plenty District Law Society or his nominee whose decision shall be binding and conclusive.

9. THE Encumbrancer does hereby agree to pay the costs of the preparation, registration and any variation or discharge of this Memorandum of Encumbrance, and in connection with the amendment to previously imposed conditions of consent to the original subdivision.

DATED this 13<sup>th</sup> day of February 1996.

SIGNED by the said )  
PAMELA JUNE IRWIN )  
as Encumbrancer in the )  
presence of: )

P.J. Irwin

THE COMMON SEAL of )  
THE HAMILTON CITY COUNCIL )  
was hereunto affixed )  
in the presence of : )

Edgar T. Armstrong ..... Councillor

..... City Secretary



MEMORANDUM OF ENCUMBRANCE


PAMELA JUNE IRWIN

Encumbrancer

THE HAMILTON CITY COUNCIL

Encumbrancee

Correct for the purposes of the Land  
Transfer Act



Solicitor for Encumbrancee

570/840  
841

136/740



PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY SOUTH AUCKLAND

13.06 28.FEB.96 B 327195

SWARBRICK DIXON  
SOLICITORS  
HAMILTON  
mfd\hccirwin.enc

REGISTER

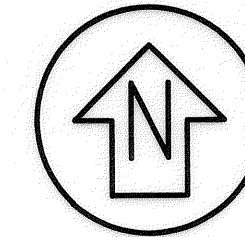


LT 334215 (Title Plan)

Cpy - 01/01, Pgs - 001,30/03/04,16:06

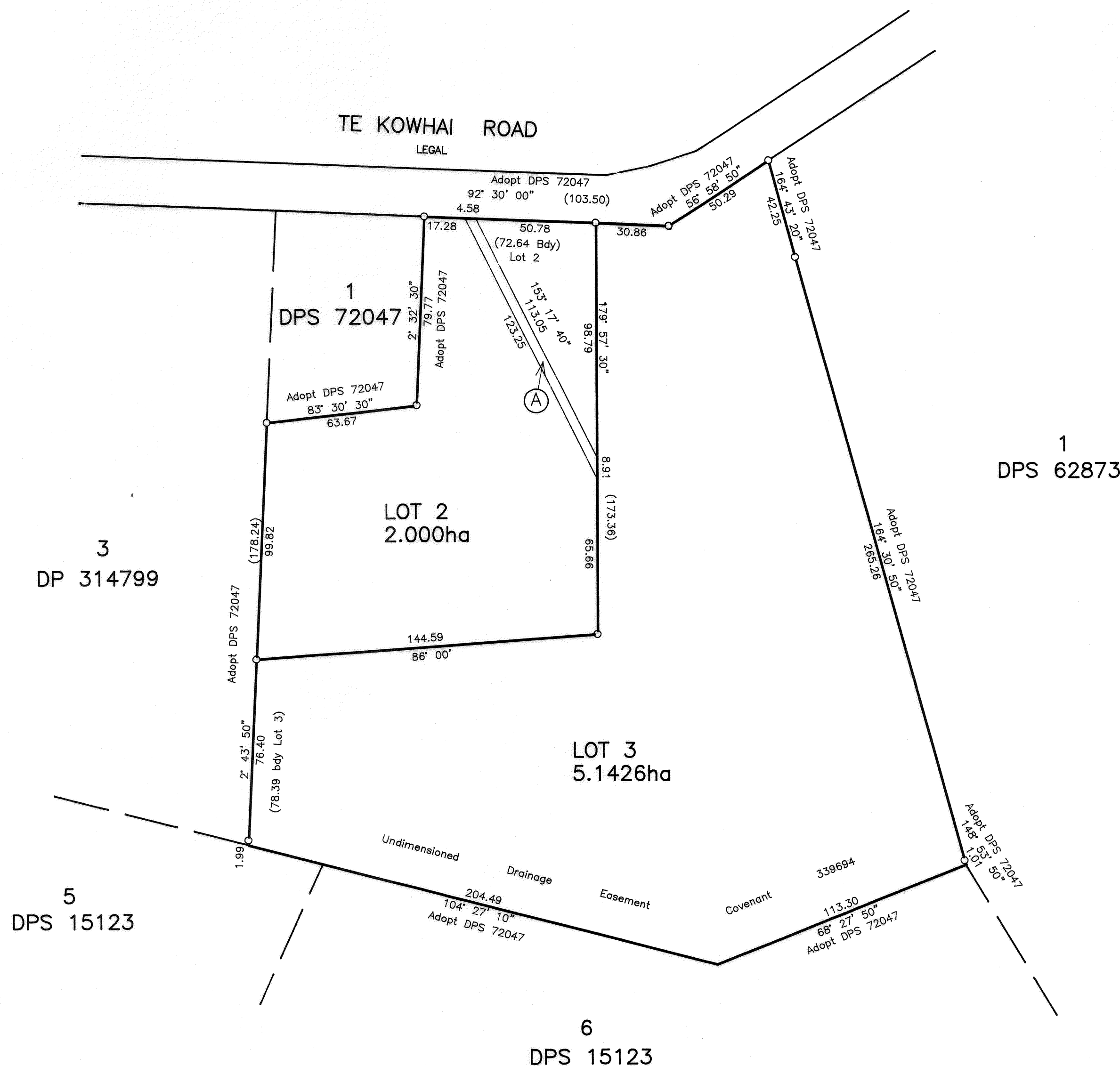


DocID: 510859867



704200mN

704000mN



I hereby certify that this plan was approved by the Hamilton City Council pursuant to section 223 of the Resource Management Act 1991 on the 12<sup>th</sup> day of March 2004 subject to the granting or reserving of the easements set out in the Memorandum hereon

Authorised Officer

Ref: 48/1/T216

#### Memorandum of Easements

Shown	Purpose	Servient Tenement	Dominant Tenement
A	Electricity Supply & Telecommunications	Lot 2 hereon	Lot 3 hereon

Existing Drainage Easements contained in Conveyance 295407 & Covenant 339694

#### NEW CERTIFICATES OF TITLE ALLOCATED

LOT 1: CT 140355  
LOT 2: CT 140356

#### CLASS OF SURVEY

LOT 2: CLASS II  
LOT 3: CLASS II

Total Area 7.1426ha

Comprised in CT SA 57D/841

I, Richard Douglas Hewison being a person entitled to practice as a licensed cadastral surveyor, certify that (a) The surveys to which this dataset relates are accurate and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2; (b) This dataset is accurate and has been created in accordance with that Act and those Rules

*Richard Douglas Hewison* 10/3/04

Reference Plans

Approved by Land Information NZ  
..20/04/..2004

Deposited by Land Information NZ  
...9.../.../..2004

File  
Received 30/3/04  
Instructions  
DP 334215

SOUTH AUCKLAND LAND DISTRICT

LOTS 2 AND 3 BEING A SUBDIVISION OF  
LOT 2 DPS 72047

Territorial Authority Hamilton City  
Surveyed By THOMSON & FARRER File 2013  
Scale 1:1500 Date March 2004

**VARIATION  
OF  
MORTGAGE  
ENCUMBRANCE  
Land Transfer Act 1952**

**This page does not form part of the Variation of Mortgage, Encumbrance**

**VARIATION  
OF MORTGAGE ENCUMBRANCE**  
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

**Mortgage Number** Encumbrance

B.327195

**Land Registration District**

South Auckland

**Mortgagor** Surnames must be underlined Encumbrancer

STEPHEN JOHN GRAY

**Mortgagee** Surnames must be underlined Encumbrancee

HAMILTON CITY COUNCIL

**Variation of mortgage** Encumbrance

The covenants, conditions and powers contained or implied in the above mortgage are hereby varied as set out in the attached Annexure Schedule. encumbrance

Dated this

15

day of

JANUARY

19

98

**Attestations**

Signed in my presence by the ~~Mortgagor~~ Encumbrancer  
Signature of Witness

**Witness to complete in BLOCK letters below**  
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

P. W. Barris  
Solicitor  
Hamilton

P. W. Barris  
S. or  
Hamilton

Signature(s) of ~~Mortgagor~~ Encumbrancer

Signed in my presence by the ~~Mortgagee~~ Encumbrancee  
Signature of Witness

**Witness to complete in BLOCK letters below**  
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

Signature(s) of ~~Mortgagee~~ Encumbrancee

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

REF 4170

Solicitor for the ~~Mortgagee~~  
Encumbrancee

# Annexure Schedule

**VARIATION  
OF MORTGAGE  
ENCUMBRANCE**

Dated

15/1/99

Page

2

of

2

Pages

Continuation of "Variation of <sup>Encumbrance</sup> Mortgage"

**NOTE:**

Delete the clauses which do not apply by ruling a single straight line through each line of those clauses.

1. The principal sum intended to be secured by the above-mentioned <sup>encumbrance</sup> mortgage is hereby increased/reduced

as from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ to \$10,800.00

~~2. The ordinary and penalty interest rates payable under the above mentioned mortgage are hereby increased/reduced~~

as from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ to \_\_\_\_\_ % per annum

and \_\_\_\_\_ % per annum respectively.

~~3. The term of the above mentioned mortgage is hereby renewed or extended~~

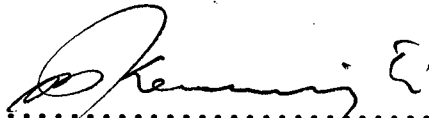
to the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_


4. Delete clause(s): Covenant No. 1 so that the reduced amount of the encumbrance covers only the conditions remaining in Covenants 2 and 3 of the said encumbrance.

5. Insert the following clause(s):

The COMMON SEAL of the  
HAMILTON CITY COUNCIL  
was hereunto affixed  
in the presence of:



  
.....  
General Manager - Corporate

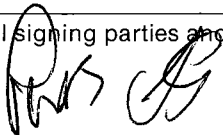
  
.....  
Councillor

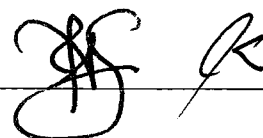
**Covenantor Surnames must be underlined**

**Attestation**

Signature(s) of Covenantor	Signed in my presence by the Covenantor
	Signature of Witness
	<b>Witness to complete in BLOCK letters below</b> (unless typewritten or legibly stamped)
	Witness name
	Occupation
	Address

All signing parties and either their witnesses or their solicitors must put their signatures or initials here.





# VARIATION OF MORTGAGE

ENCUMBRANCE

Land Transfer Act 1952

Law Firm Acting

Swarbrick Dixon  
Solicitors  
PO Box 19 010  
HAMILTON

(M F Dixon)

Auckland District Law Society  
REF. 4170

This page is for Land Registry Office use only.  
(except for "Law Firm Acting")

REGISTER



PARTICULARS OF THE  
LAND TRANSFER ACT 1952  
ASSISTANT LAND REGISTRAR


2.21 25.JAN99 B 523642-1

1  
OVERNIGHT  
38



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 242204  
**Land Registration District** South Auckland  
**Date Issued** 29 May 2006

**Prior References**

SA14B/113

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<b>Estate</b>	Fee Simple
<b>Area</b>	3286 square metres more or less
<b>Legal Description</b>	Lot 3 Deposited Plan 359488

**Registered Owners**

Brian James Robertson, Eleanor Mary Robertson and Ellice Tanner Trustees Limited

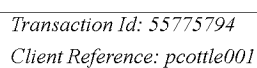
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**Interests**

Appurtenant hereto is a right to convey electricity, telecommunications and computer media created by Easement Instrument 6883386.2 - 29.5.2006 at 9:00 am

The easements created by Easement Instrument 6883386.2 are subject to Section 243 (a) Resource Management Act 1991





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

Land registration district

**SOUTH AUCKLAND**



**EI 6883386.2 Easement**

Cpy - 01/01, Pgs - 006, 28/05/06, 14:44



DocID: 511509550

Grantor

Surname(s) *mus.*

**Brian James ROBERTSON, Eleanor Mary ROBERTSON & NWM Trust Management Limited and Douglas Craig MARSH, Jillian Anne MARSH & NWM Trust Management**

Grantee

Surname(s) must be underlined or in CAPITALS.

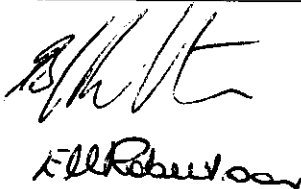
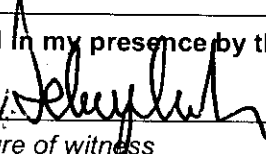
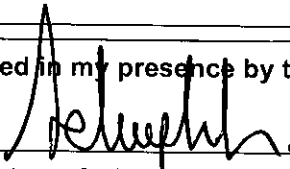
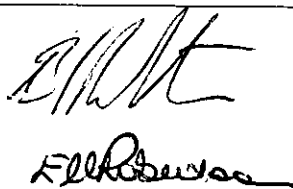
**Brian James ROBERTSON, Eleanor Mary ROBERTSON & NWM Trust Management Limited and Douglas Craig MARSH, Jillian Anne MARSH & NWM Trust Management Limited**

**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 9<sup>th</sup> day of December 2005

**Attestation**

 Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>S.F. COOK.</u> Occupation <u>SERVICE STATION OPERATOR</u> Address <u>HAMILTON.</u>
	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>S.F. COOK</u> Occupation <u>SERVICE STATION OPERATOR</u> Address <u>HAMILTON.</u>
 Signature [common seal] of Grantee	

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

F  
242202 - 242205 inclusive  
②

  
[Solicitor for] the Grantee

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

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easment Instrument

Dated

9/12/05

Page

1

of

1

pages

(Continue in additional Annexure Schedule, if required.)

**Continuation of "Attestation"**

Signed by the Grantor  
Douglas Craig Marsh,  
Jillian Anne Marsh and  
NWM Trust Management Limited  
in the presence of:

Signature of Witness:

Witness Name: Anna Kurth

Occupation: Teacher

Address: 43 Hurrell Rd, RD1  
Hamilton

Signed by the Grantee  
Douglas Craig Marsh,  
Jillian Anne Marsh and  
NWM Trust Management Limited  
in the presence of:

Signature of Witness:

Witness Name: Anna Kurth

Occupation: Teacher

Address: 43 Hurrell Rd, RD1  
Hamilton

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.

**Annexure Schedule 1**

Easement instrument

Dated

9/12/05

Page

1

of

2

pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey electricity, telecommunications and computer media	"A" on DP 359488	242203	242202
	"C" on DP 359488		
	"B" on DP 359488	242205	242204
Right to convey water	"D" on DP 359488	242203	242202

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

Delete phrases in [ ] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~  
 [the provisions set out in Annexure Schedule 2].

**Covenant provisions**

Delete phrases in [ ] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~  
~~[Annexure Schedule 2].~~

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

*ELL B/L* *Dee* *Jim* *AK* *B* *Y*

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

9/12/05

Page

2

of

2

Pages



(Continue in additional Annexure Schedule, if required.)

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002  
SAVE THAT:

Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the modifications of this Easement Instrument, the modifications must prevail.

The maintenance provisions in the Fourth Schedule to the Land Transfer Regulations 2002 are modified as follows:-

Any maintenance, repair or replacement of the easement facility on the servient or dominant land that is necessary because of any act or omission by the Grantor and/or Grantee (which includes agents, employees, contractors, subcontractors and invitees of the Grantor and/or Grantee) must be carried out promptly by that owner at that owner's cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule).

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.

ELLR B/h Del JPA AK P u

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**Bank of New Zealand**

**Mortgagee under Mortgage B641437.2**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.  
Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

~~section~~ of the

Act

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**The deposit of plan 359488 and registration of the easements/therein** created

Dated this **9th** day of **December 2005**

**Attestation**

SIGNED for and on behalf of  
BANK OF NEW ZEALAND  
by its Attorney:

**Erin Louise Jessie Price**

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name **Katrina Rodgers**

Occupation

**Bank Officer  
Auckland**

Address

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

Erin Louise Jessie Price

I, \_\_\_\_\_, Quality Assurance Officer, of Auckland, New Zealand,  
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland


DATED: 09 December 2005

Erin Price.



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 544749  
**Land Registration District** South Auckland  
**Date Issued** 20 December 2013

**Prior References**

352197

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<b>Estate</b>	Fee Simple
<b>Area</b>	15.5320 hectares more or less
<b>Legal Description</b>	Lot 3 Deposited Plan 439444

**Registered Owners**

Shaochun Wang and Xuemei Yuan

---

**Interests**

Appurtenant hereto are drainage rights created by Conveyance 295328 (R355/88) - 21.3.1921 at 10:45 am

Appurtenant hereto are drainage rights created by Covenant 339694 (R446/405) - 10.11.1924 at 10:20 am

Subject to a right to take and convey water over part marked A and B on DP 439444 created by Transfer S118449 - 11.3.1957 at 9:15 am

7704132.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.2.2008 at 9:00 am

Land Covenant in Easement Instrument 7704132.4 - 7.2.2008 at 9:00 am

9387286.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 20.12.2013 at 3:08 pm

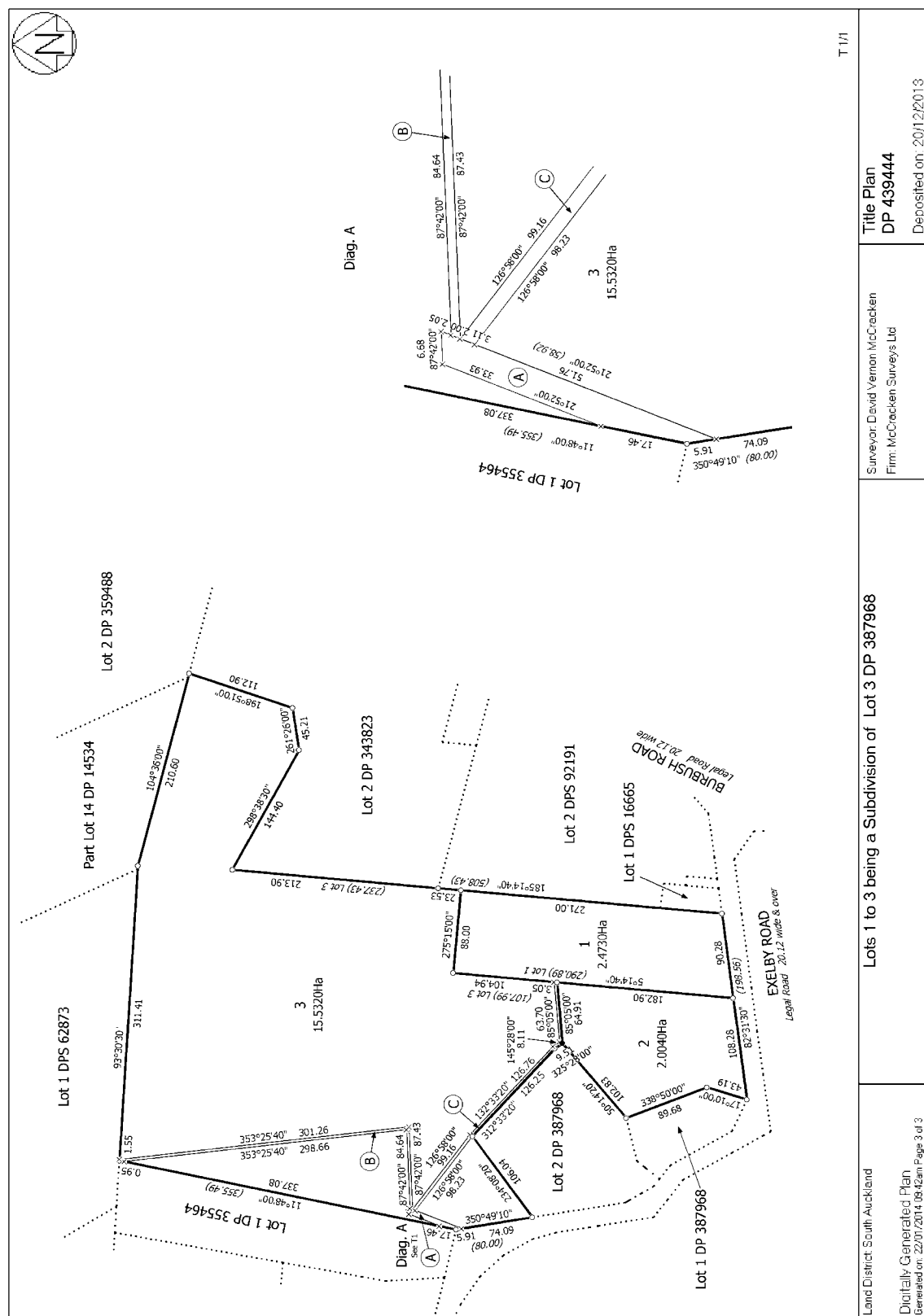
Subject to a right to convey water and electricity over part marked A on DP 439444 and a right to convey water over part marked B and C on DP 439444 created by Easement Instrument 9387286.5 - 20.12.2013 at 3:08 pm

Some of the easements created by Easement Instrument 9387286.5 are subject to Section 243 (a) Resource Management Act 1991(See DP 439444)

10031739.2 Surrender of the right to take and convey water over part marked A and B on DP 439444 appurtenant to Lot 1 DPS 62873 and Part Lot 14 DP 14534 created by Transfer S118449 - 26.5.2015 at 2:41 pm

10344778.5 Mortgage to Westpac New Zealand Limited - 26.2.2016 at 5:51 pm







**CONSENT NOTICE PURSUANT TO SECTION 221  
OF THE RESOURCE MANAGEMENT ACT 1991**

**CONO 7704132.1 Consen**

Cpy - 01/04, Pgs - 003, 05/02/08, 11:51



DocID: 511817064

IN THE MATTER

of DP 387968 being a subdivision of Lot 1 DPS 66805, Lot 1 DPS 75405 and Lot 1 DPS 5325.

AND


IN THE MATTER

of a Subdivision Consent pursuant to sections 108, 220 and 221 of the Resource Management Act 1991.

Pursuant to section 220(1) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 19-Aug-05 imposed the following conditions on the resource consent to subdivide Lot 1 DPS 66805, Lot 1 DPS 75405 and Lot 1 DPS 5325:

1. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Certificate/s of Title for Lots 1 and 2 advising that at the time of urban subdivision the road access be provided at Exelby Road in accordance with the McCracken Surveys Ltd concept plan of file number 03355 (copy attached). Further, the siting of any detached dwelling and accessory building for Lot 1 and Lot 2 has to be in accordance with the concept plan and not prejudice the subsequent re-subdivision of the land as shown on the plan.*
2. *That pursuant to section 221 Resource Management Act 1991, a consent notice be registered on the Certificate/s of Title of Lot 3 advising that the location of any building or use of the property not be in conflict with the Rotokauri Structure Plan prepared by the Hamilton City Council.*

Pursuant to section 252 of the Local Government Act 1974 it is confirmed that the above is a true and correct copy of a decision made by the Council on the 19-Aug-05.

Dated at Hamilton this 29 day of Oct 2007.  


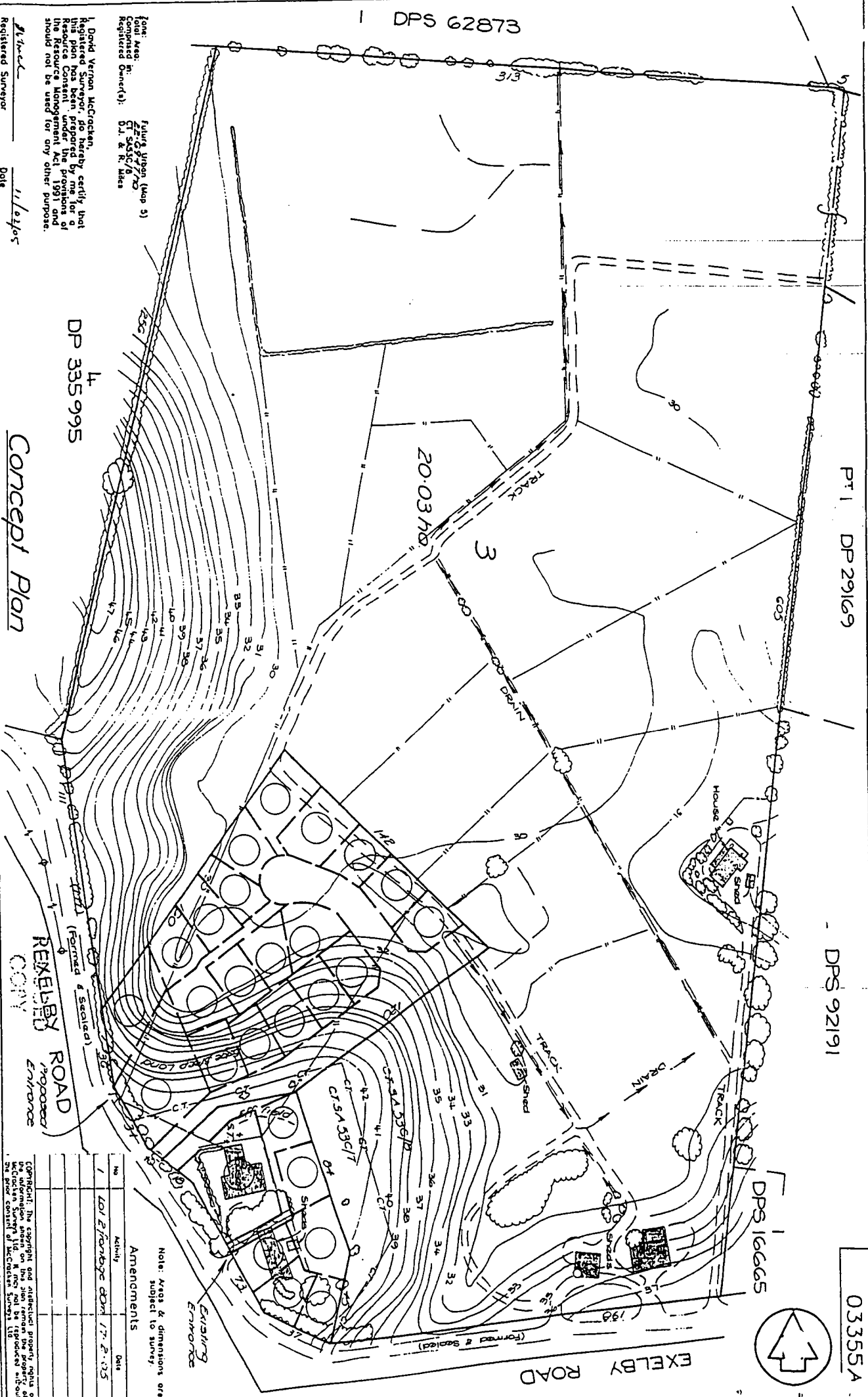
**G Bilimoria**  
**Planning Guidance Manager**  
**(Authorised Officer)**

HCC Ref: 48/1/E/123  
Agent Ref: 03355  
Subdivision Site: 188/212 Exelby Road

PT 1 DP 29169

DPS 92191

03355A



DP 335995  
L4

1. David Vernon McCracken,  
Registered Surveyor, do hereby certify that  
this plan has been prepared by me, for a  
resource consent under the provisions of  
the Resource Management Act 1991 and  
should not be used for any other purpose.

Zone:  
Total Area:  
Composed of:  
Registered Owner(s):  
Future Use(s) (Map 5):  
D.V. & R. Miles

Concept Plan

RENEWED ROAD  
CORN  
Proposed Entrance

Note: Areas & dimensions are  
subject to survey.

No	Activity	Date
1	Lot 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 & 52 & 53 & 54 & 55 & 56 & 57 & 58 & 59 & 60 & 61 & 62 & 63 & 64 & 65 & 66 & 67 & 68 & 69 & 70 & 71 & 72 & 73 & 74 & 75 & 76 & 77 & 78 & 79 & 80 & 81 & 82 & 83 & 84 & 85 & 86 & 87 & 88 & 89 & 90 & 91 & 92 & 93 & 94 & 95 & 96 & 97 & 98 & 99 & 100	

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the prior consent of McCracken Survey Ltd.

McCracken SURVEYS Ltd.

67 Norton Road, Hamilton  
P.O. Box 19182, Hamilton  
Phone: (07) 8481093  
Fax: (07) 8481094



Proposed Subdivision of Lot 1 DP 75405 &  
Lot 1 DP 66805. 188 Exelby Rd, Rotorua

Prepared for:  
D.J. & R. Miles  
DRAWN: SCENES  
CHECKED: SERIES 27  
DATE: 27 SEP 2004 1:1250 A2 REF 03355

Landonline User ID: CT Legalha

LODGING FIRM: CT Legal

Address: PO Box 15227

Hamilton

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref: 1019/5

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:  
(LINZ Use only)

Priority Barcode/Date Stamp  
(LINZ use only)

Plan Number Pre-Allocated or  
to be Deposited:

Rejected Dealing Number:

Other (state) Mtgees Consent

7692868

CONO 7704132.1 Consen  
Cpy - 02/04, Pgs - 003,05/02/08,11:51  
Copies  
(inc. original)  
DocID: 511817064

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	SA53C/7 SA53C/8	CONO	Hamilton City Council	60.00						\$31	\$91.00
2	As above	OCT	Miles	195.00							\$195.00
3	352196 352195	EI	Miles	60.00							\$60.00
4	352196 352195 352197	EI	Miles	60.00							\$60.00
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Original Signatures? \_\_\_\_\_

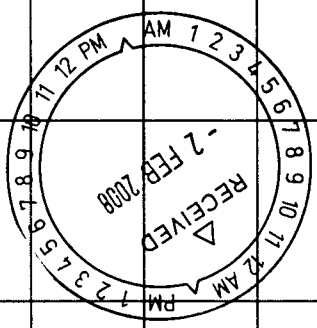
Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Subtotal (for this page)	\$406.00
Total for this dealing	\$406.00
Less Fees paid on Dealing # 7692868	
Debit my Account for	\$406.00





# View Instrument Details

<b>Instrument No.</b>	9387286.3
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	20 Dec 2013 15:08
<b>Lodged By</b>	Lidgard, Juanita Marie
<b>Instrument Type</b>	Consent Notice under s221(4)(a) Resource Management Act 1991

*Toitu te*  
**Land whenua**  
**Information**  
New Zealand



---

<b>Affected Computer Registers</b>	<b>Land District</b>
352197	South Auckland

---

**Annexure Schedule:** Contains 1 Page.

---

## Signature

Signed by Carolyn Tania Hopkins as Territorial Authority Representative on 11/12/2013 01:41 PM

**\*\*\* End of Report \*\*\***



**Hamilton City Council**  
Te kaunihera o Kirikiriroa

**CONSENT NOTICE PURSUANT TO SECTION 221**  
**OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER of DP 439444 being a subdivision of Lot 3 DP 387968.

AND

IN THE MATTER of a Subdivision Consent pursuant to sections 108, 220 and 221 of the  
Resource Management Act 1991.

Pursuant to section 221(2) of the Resource Management Act 1991, the Hamilton City Council, by resolution passed under delegated authority on 26th October 2010 imposed the following conditions on the resource consent to subdivide Lot 3 DP 387968:

1. *That pursuant to section 221 of the Resource Management Act 1991, a consent notice be registered on the Computer Freehold Registers for Lots 2 and 3 advising current and prospective owners of the requirements to adhere to the Rotokauri Structure Plan with regard to any potential development of the lots noting that both lots have a green corridor — cycle/pedestrian link indicated.*
2. *That pursuant to section 221 of the Resource Management Act 1991, a consent notice be registered on the Computer Freehold Register for Lot 2 advising the future owner that Lot 2 does not have a vehicle crossing and it shall be designed and constructed at Building Consent Stage.*

Dated at Hamilton this 15<sup>th</sup> day of February 2013.

  
R. Raman  
Authorised Officer

HCC Ref: 2010.21765

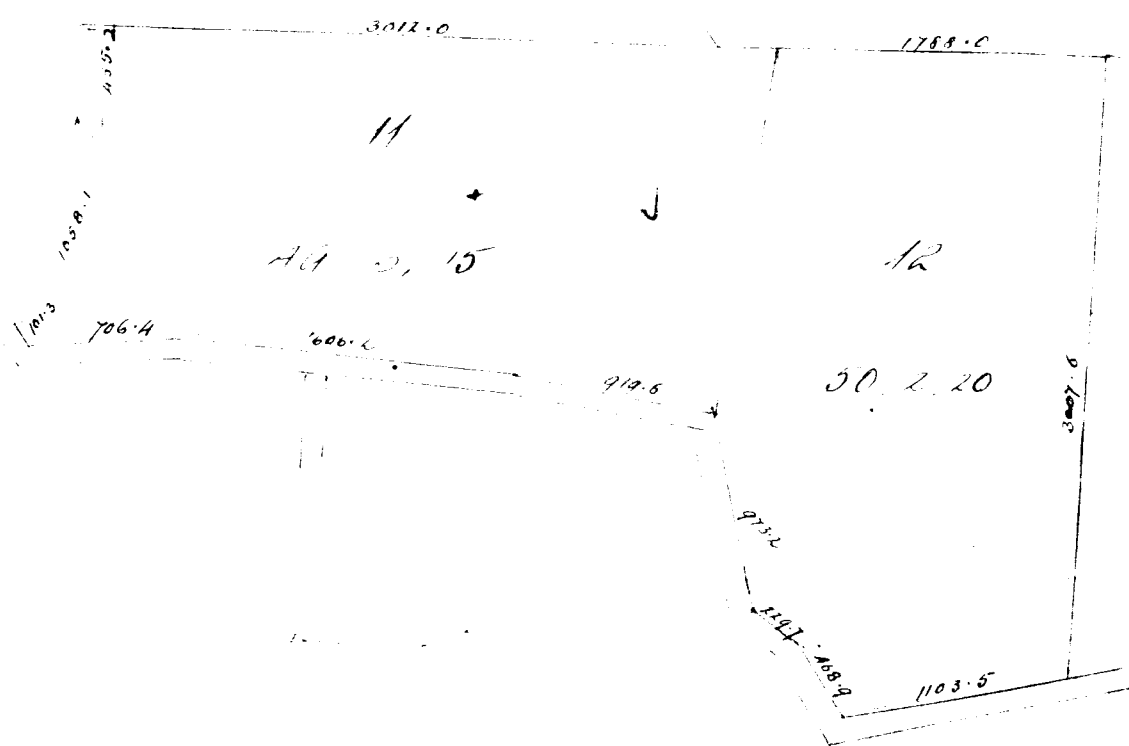
Agent Ref: 09166

Subdivision Site: 188 Exelby Road, Hamilton

Ball & Spaight  
per J. S. Bent  
11/5/21

13

1A



other part of said lot Two on Plan C97 Three thousand and seven and six tenths  
links, towards the South and West by a road One thousand one hundred and  
three and five tenths links, Four hundred and sixty eight and nine tenths links  
Two hundred and twenty nine and seven tenths links, Nine hundred and seventy-  
three and two tenths links, Nine hundred and nineteen and six tenths links,

One Hundred six and six and two tenths links, Seven hundred and  
8<sup>th</sup> (sic) ~~sixty~~ six and four tenths links, One hundred and one and three tenths links, One  
Hundred and fifty eight and one tenth links and Four hundred and fifty-five  
and two tenths links. All the said several somecouzements a little more or  
less to delineated by the plan drawn hereon and together with all the rights  
and appurtenances thereto belonging To Hold the same unto the Purchasers  
their executors administrators and assigns forever as tenants in common in equal  
shares Provided Always and it is hereby mutually covenanted agreed and declared  
by and between the parties hereto that the ditches or adjoining or adjacent to  
the boundaries of the said piece of land hereby conveyed and the adjoining lands  
of the Venados shall at all times be kept clean and in good repair and condition  
by the Venados and the Purchasers and their respective executors administrators and  
assigns being the owners and occupiers for the time being of the lands adjoining  
or adjacent to the mine who derive benefit therefrom and such owners shall  
pay the cost thereof in equal shares (that is to say One half by the Venados and  
one half by the Purchasers) or provide the labour and plant necessary for

that purpose in equal shares as aforesaid and if any such owner shall fail or neglect for fourteen days after written notice calling upon him to join in the clearing out or repair of any such drain has been delivered or left at his dwelling or place to him at his usual address in the ordinary course of post from the person to whom he has so the said work and recover half the cost from the person to whom he has given such notice. Provided Further that the Purchasers their executors administrators and assigns the owners and occupiers for the time being of the said piece of land hereby conveyed and of every part thereof shall be and lawfully are and free of charge to drain and discharge water from all drains now or hereafter in or around or adjoining the said land piece of land or any part thereof into the drains and streams joining the said land piece of land and to the free and uninterrupted flow and passage of the said water through the said drains and streams to the main outlet drain from the Vendor's lands and such last mentioned streams and drain shall be kept properly cleaned out and in good order and undisturbed by the Vendors their executors administrators and assigns (the owners for the time being of the land adjoining the same) at their own expense and in the event of their failing so to do aforesaid it shall be lawful for the Purchasers their executors administrators and assigns the owner or owners for the time being of the said land hereby conveyed or any part thereof to enter upon the said land or any part thereof and the adjoining streams and drains flow and clean out the same and to remove the cost thereof from such owner or owners for the time being and to recover the cost thereof from such adjoining owner or owners. And it is further agreed and declared that inasmuch as the boundaries of the said land are not clearly defined by any fences or other means and as fences are erected along or across such drains and fences shall be deemed to be boundary fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. It is further declared however that the occupation of land between the centre of the drains and such fences shall not be deemed adverse possession thereof as against the owner or owners of the land. And it is hereby agreed and declared that the provisions implied in consequence by Subsection (d) of section 56 of the Property Law Act 1908 shall be applied again against the Vendors and shall include the following deeds and documents numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179668, 183045, 183046, 222489, 183424, 256551, 72159, 2190, 2215, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 210735, 222488, 258015, 258016 and Reconveyance of 258016 and it is further declared for the purposes of the said proviso that the same shall be deemed to be (Number two) inclusive. An agreement in writing was entered into between the parties in respect of the foregoing transactions.

In Witness Whereof these presents have been executed.  
Signed by the said Joshua Mathews }  
in the presence of } Jos. Mathews

Signed by the said Charles Albert }  
Roughnan by his Attorney Edward }  
James Mearns acting under and by }  
virtue of a Deed Poll a Power of }  
Attorney dated the 23rd day of }  
July 1920 deposited in the Land }  
Transfer Office at Auckland as }  
Number 4464 in the presence of }  
H. P. Gray Solicitor Hamilton

C. A. Roughnan  
by his Attorney  
E. J. Mearns

I, Edward James Mearns of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written deed in the name and on behalf of Charles Albert Roughnan of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23rd day of July 1920 One thousand Nine hundred and Twenty under the hand of the said Charles Albert Roughnan and deposited in the Land Transfer Office at

Stamp 3/- EJM 6/12/20



Auckland as Number 4864 And that I have not received any notice or information of the  
 revocation of such power by death or otherwise

And I make this solemn declaration conscientiously believing the same to be true and by  
 virtue of the provisions of the Statutes of the Peace Act 1908.

Declared at Hamilton this sixth day of

December 1920 Before me

W. P. Gray,

E. J. Meay  
 Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ... William Richards Shattock is the owner in fee simple of the land more particularly described in the.. Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers. And whereas the said lands are not within the jurisdiction of any drainage district nor under the ... control of any Drainage Board and whereas the main outlet drain which carries off water from the .... lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the said William Richards Shattock described in the third schedule hereto in the approximate position ... indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ... such portion of the main outlet drain as runs through the land of the said William Richards Shattock. shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time and at all times thereafter keep the same clean free and unobstructed to its full depth and in good order condition and repair Provided however that in the event of the sides of the said drain falling in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of the said drain Provided further that upon any such damage occurring to the said drain the said ..... William Richards Shattock shall immediately upon the same being ascertained notify the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers thereof and in the event of their failing for seven days to repair such damage it shall be lawful for the said William Richards Shattock to repair the same and recover the cost of so doing from the said .... William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the .... said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary for such fence the said William Richards Shattock shall supply all wire and staples necessary and the said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence.. The said William Richards Shattock shall maintain the said fences in good order condition and repair at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and doth hereby guarantee and become and made himself personally responsible to the said William Richards Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagor of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

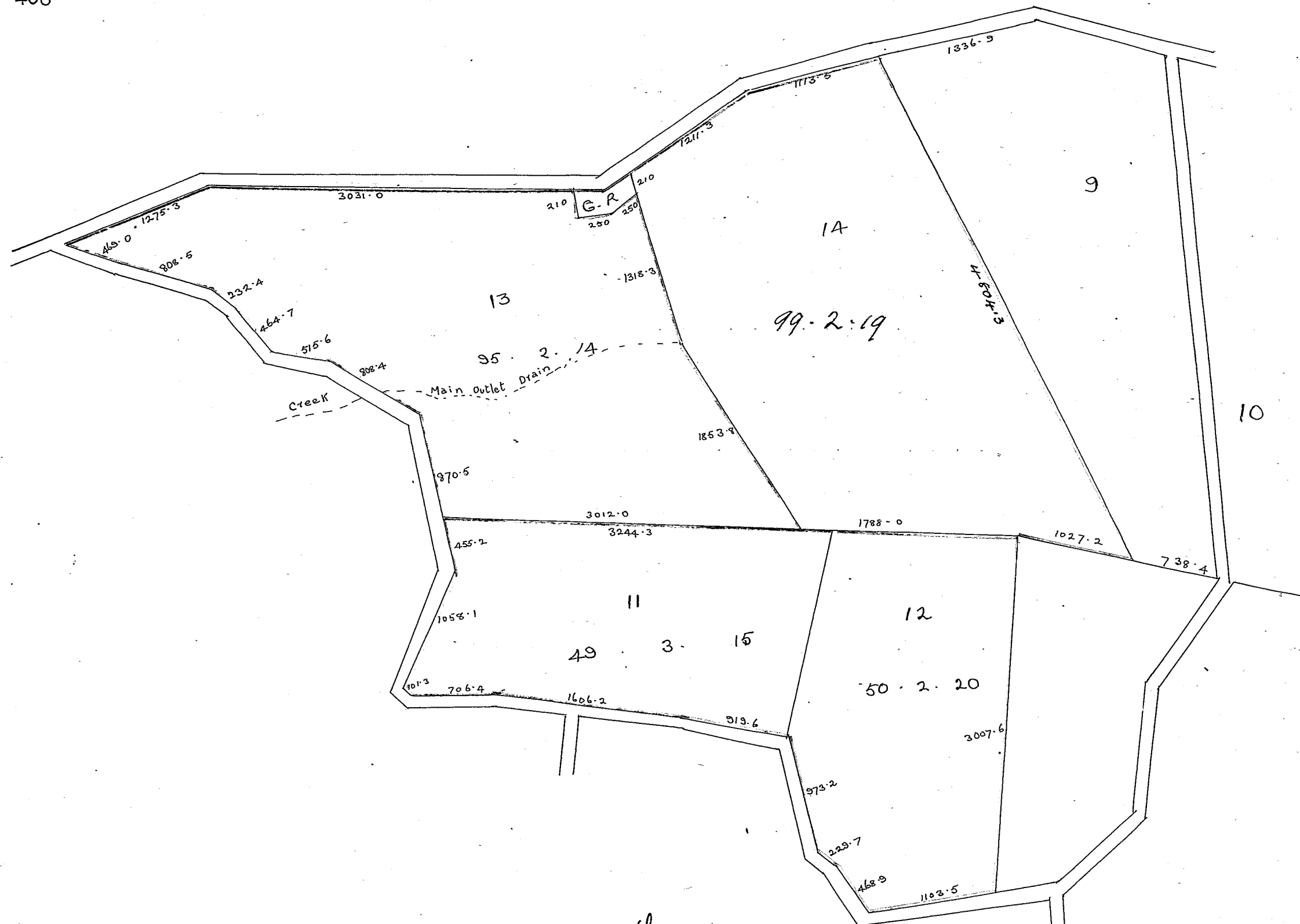
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

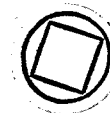
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup>. day of December 1924

WITNESS:

A. M. Hume Pro Richardson



Approved by Registrar-General of Land under No. 2002/6055

**Easement instrument to grant easement or *profit à prendre* or create land covenant**

Sections 90A and 90F, Land Transfer Act 19

**EI 7704132.4 Easement I**

Land registration district

**SOUTH AUCKLAND**



Cpy - 01/01, Pgs - 006, 05/02/08, 11:50



DocID: 511817061

Grantor

Surname(s) must be underlined or in CAPITALS.

**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

Grantee

Surname(s) must be underlined or in CAPITALS.

**DAVID JAMES MILES as to a 1/2 share and REBECCA MILES as to a 1/2 share**

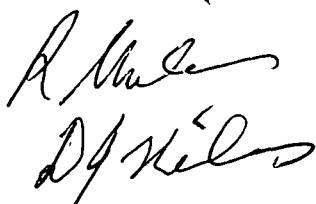

**Grant\* of easement or *profit à prendre* or creation or covenant**

**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).

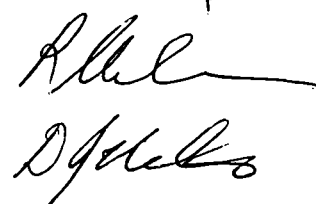

Dated this 18<sup>th</sup> day of

January 2008

**Attestation**

	<b>Signed in my presence by the Grantor</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantor</b>	

	<b>Signed in my presence by the Grantee</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b> KATHRYNE FARNSWORTH SOLICITOR <b>Address</b> HAMILTON
<b>Signature [common seal] of Grantee</b>	

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.



**Dated**

--

**1**

of

3

pages

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Restrictive Covenants</b>	<b>387968</b>	<b>352196</b>	<b>352195</b> <b>352197</b>

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

[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**

Shu Am 104F

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc



Easement

Dated

Page

2

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**1.0 Restrictive Covenants**

**1.1 The Grantor shall not:**

- a. Erect any fencing in materials of cement board panels or sheets, corrugated iron or metal sheeting or paint any fence erected with other than colours which are in keeping with the rural environment.
- b. Erect any dwelling with an internal floor area of less than 150m<sup>2</sup> excluding any garaging.
- c. Erect any building for the purposes of temporary accommodation nor use any caravan on the allotment for any residential purpose.
- d. Erect any building with an external wall cladding other than one or more of the following claddings:
  - (i) Kiln fired or concrete brick;
  - (ii) Stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete;
  - (iii) Stone;
  - (iv) Timber;
  - (v) Metal laminate on solid timber.
- e. Allow any form of metal roofing on the property unless it has been prepainted.
- f. Erect any building previously erected on other land except temporary structures placed on the property in conjunction with the construction of a permanent building on the property.
- g. Erect any building that does not comply with the Hamilton City Council District Plan or Transitional Plan (in so far as the same may apply) including but without limitation as to height, bulk, location and yards, notwithstanding that the Council may be prepared to grant dispensation from strict adherence to the provisions of the District Plan or Transitional Plan.
- h. Erect any commercial glasshouse, tunnelhouse or like structure.
- i. Erect any associated outbuilding or any other structure of materials or in a style different to the dwellinghouse.
- j. Erect any dwelling upon the land which has a value of less than TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) plus GST (*"the minimum value"*). This minimum value shall be increased as at the date twelve (12) months after the date of registration of this covenant (*"the first increase date"*) and then at annual intervals (*"the subsequent increase date"*) by the amount of the percentage annual increase shown in the Domestic Building Cost Index of the Hamilton area prepared by the New Zealand Master Builders Federation Incorporated or its successor during the 12 month period immediately preceding the first increase date or the subsequent

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.

KMF



**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc



Easement

Dated

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

increase date as the case may be, and a Certificate of Value by a Registered Valuer or Architect shall be accepted as prima facie evidence of such value.

- k. Allow the construction work of any dwelling being erected on the land to remain uncompleted for a period longer than twelve (12) months from the date of commencement of the construction work.
- l. Occupy the land or use the land as a residence until the dwelling has been completed in accordance with the approved plans and specifications and the Hamilton City Council has issued a Code Compliance Certificate.
- m. Erect any permanent advertising structure or hoardings.
- n. Allow the keeping on the allotment of pigs, horses, donkeys, mules, poultry (including roosters), or geese, for commercial purposes or any other bird or animal which creates an intrusive noise or smell, nor use the property for animal boarding kennels.
- o. Allow the dwelling to be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "*institutional residential purposes*" shall include the use of the property for housing purposes by central or local government or private or public health sector agencies. This clause however shall not prevent the property being used for home based employment (including home stays) by the occupier provided that such use has been consented to by the Hamilton City Council.
- p. Use the property for other than residential purposes and in particular use it for any commercial purpose associated with garden centres and plant nurseries or for a caravan, motor vehicle, boat, trailer, sales, construction or repair or as a workshop for any trade or calling.
- q. Allow the property to be in an unkempt condition or allow the excessive growth of grass or weeds.
- 1.2 If the Grantor breaches one of the matters referred to in clause 1.1, the Grantor shall pay all reasonable legal costs and other expenses incurred by the party enforcing the covenants. The Grantor shall only have any liability while the Grantor is a registered proprietor of the property (other than in respect of legal costs and other expenses incurred while the Grantor is a registered proprietor of the property).

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.

*[Handwritten signatures: D. J. J., R. J., K. J.]*

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Mortgage**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**ANZ BANKING GROUP (NEW ZEALAND)  
LIMITED**

**Mortgagee under Mortgage no. H959634**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**the registration of the following:**

- 1. Deposited Plan 387968;**
- 2. Easement Instrument;**
- 3. Order for new certificates of title;**
- 4. Consent notice.**
- 5. Restrictive Covenants**

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part X111 of the Companies Act 1993.

Dated this 24<sup>th</sup> day of December 2007

**Attestation**

**ANZ National Bank Limited  
by its Attorney**

KAPUA KATRINA GARDINER

*Katrina Gardiner*

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

**ASH MAHARAJ  
BANK OFFICER  
AUCKLAND**

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**The ANZ National Bank Limited**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, **KAPUA KATRINA GARDINER**, Manager Lending Services of Auckland in New Zealand, certify that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

**SIGNED** by the abovenamed )  
Attorney at Auckland on this )  
24<sup>th</sup> day of December 2007 )

  
KAPUA KATRINA GARDINER



# View Instrument Details

**Instrument No.** 9387286.5  
**Status** Registered  
**Date & Time Lodged** 20 Dec 2013 15:08  
**Lodged By** Lidgard, Juanita Marie  
**Instrument Type** Easement Instrument

*Toitu te*  
**Land** *whenua*  
**Information**  
New Zealand



---

Affected Computer Registers	Land District
544747	South Auckland
544748	South Auckland
544749	South 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 ☒

## Signature

Signed by Carolyn Tania Hopkins as Grantor Representative on 11/12/2013 01:41 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 Carolyn Tania Hopkins as Grantee Representative on 11/12/2013 01:42 PM

**\*\*\* End of Report \*\*\***

**Form B****Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor****Rebecca MILES****Grantee****Rebecca MILES****Grant of Easement or *Profit à prendre* or Creation of 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)

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey Water & Electricity	"A"	544749	544747
Right to Convey Water	"B" and "C"	544749	544747

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

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby [varied] [negatived] [added to] or [substituted] by:

[Memorandum number , registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule ]

**Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as require; continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in:

[Memorandum number , registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule ]

Form L

Annexure Schedule

Page 1 of 1 Pages

*Insert instrument type***Easement Instrument to grant easement or profit a prendre, or create land covenant***Continue in additional Annexure Schedule, if required***RIGHT TO CONVEY WATER**

The same rights and powers as set out in paragraph 3 of the Fourth Schedule to the Land Transfer Regulations 2002.

**RIGHT TO CONVEY ELECTRICITY**

The same rights and powers as set out in paragraph 7 of the Fourth Schedule to the Land Transfer Regulations 2002.

**TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS**, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002 **SAVE THAT:**

- (a) Any maintenance, repair or replacement of any easement facility set out herein that is necessary because of any act or omission by any user (being either or all the owners of the dominant and servient tenement) of the easement facility (which includes any of their agents, employees, contractors, subcontractors or invitees of the user) must be carried out promptly by that user at the sole cost of that user or in such proportion as related to the act or omission.
- (b) Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

5118449 TE



[Approved by District Land Registrar, Auckland, No. 2837]

New Zealand

# Memorandum of Transfer

WHEREAS LEONARD EDWARD MOORE of Hamilton, formerly Contractor but now Farmer (hereinafter referred to as "the Transferor")...  
being registered as the 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 piece of land situate in the Land Registration District of Auckland containing FIFTY ACRES TWO ROODS TWENTY PERCHES ... (50ac. 2r. 20p.) more or less being Lot 12 Deposited Plan 14534 being... part Allotment 215 Parish of Pukete and being all the land in Certificate of Title Volume 1001 Folio 166S Auckland Registry Having appurtenant thereto Drainage Easements contained in Conveyance 295328 (R.355/88) and being subject to the Electricity Agreement registered as No. 26557 and covenant 339694 (R.446/405)/ AND WHEREAS by Memorandum of Agreement

for sale and purchase bearing date the 10th day of December 1956 the Transferor sold the said piece of land to CHRISTOPHER CHARLES PERKINS of Te Rapa Farmer (hereinafter called "the Transferee") at or for the price of £3150.0.0 NOW THIS MEMORANDUM OF TRANSFER WITNESSETH that in pursuance of the said Memorandum of Agreement and in consideration of the

sum of £3150.0.0 paid to the Transferor by the Transferee (receipt whereof is hereby acknowledged) the Transferor DOTH HEREBY TRANSFER to the Transferee all his estate and interest in the said piece of land ... (hereinafter referred to as "the servient tenement") BUT RESERVING NEVERTHELESS to the Transferor his executors administrators and assigns and other the registered proprietor or proprietors from time to time of ALL THAT piece of land situate as aforesaid containing NINETY NINE ACRES ONE ROOD NINETEEN PERCHES (99ac. 1r. 19p.) more or less being Lot 14 Deposited Plan 14534 of part Allotment 215 Parish of Pukete being all the land in Certificate of Title Volume 524 Folio 155 Auckland Registry (limited as to parcels) Subject to Drainage Easements in Conveyance 295405 (R.355/98) and Covenant 339694 (R. 446/405) (hereinafter called "the dominant tenement") and his and their tenants at all times

hereafter in common with the Transferee and other the registered proprietor or proprietors for the time being of the servient tenement and his and their tenants the full free and uninterrupted right and liberty to

~~IN CONSIDERATION of the sum of~~

~~paid to~~=====by=====

~~the receipt of which sum is hereby acknowledged~~

*C.T.*  
*1009/4*  
*C. P. Perkins*  
*L. H. Tim*



~~do hereby transfer the said~~

~~all estate or interest in the said piece of land~~

take convey and lead water in free and unimpeded flow (except during any periods of necessary cleansing and renewing and for repairing) from the bore on the servient tenement as the same is more particularly shown on the plan endorsed hereon by means of the existing pipes and each of them or by any pipe or pipes substituted therefor which pipes are now or ... hereafter to be taken from the said tank and led <sup>EASEMENT</sup> along the lines coloured blue on the said plan to the intent that the same shall forever be appurtenant to the dominant tenement and also the full and free right and .. liberty from time to time and at all reasonable times hereafter to enter upon the servient tenement by himself or his agents servants and workmen and with all necessary tools and implements for the purpose of cleansing repairing renewing or inspecting the said bore and/or pipe or pipes and so far as the same shall reasonably be necessary in connection with the premises to break up the surface of the servient tenement in the vicinity of the said bore and/or pipe or pipes and/or to enter any building standing or being on the servient tenement through which the pipe or pipes may pass PROVIDED FURTHER that the Transferee his heirs executors and administrators and other the registered proprietor or proprietors from time to time of the servient tenement and his and their tenants shall not nor will (except as hereinafter provided) do anything whereby the free and unimpeded flow of water through the said pipe or pipes will in any way be interrupted or restricted PROVIDED ALWAYS that nothing hereinbefore contained is intended to or shall restrict the rights of the Transferee and other the registered proprietor or proprietors of the servient tenement and his and their tenants to the natural and reasonable user of the water from the said bore for all reasonable purposes in connection with the use and enjoyment of the servient tenement PROVIDED FURTHER that the cost from time to time of any necessary cleansing renewing and/or repairing of the said bore pumping apparatus and the charges payable for electricity used in connection therewith pipes/shall be borne and paid for by the registered proprietor for the time being of the dominant tenement PROVIDED ALWAYS AND IT IS HEREBY AGREED AND

~~In Witness whereof these presents have been executed this~~ day of

~~one thousand nine hundred and~~

Signed by the above named

~~as transferor in the presence of~~

22/11/17  
M

DECLARED that the registered proprietor for the time being of the dominant tenement may at any time upon giving to the proprietor for the time being of the servient tenement one month's notice in writing of such his intention surrender the easement created hereby and thereupon such easement shall at the expense of the proprietor of the dominant tenement be extinguished and removed from the titles to the said lands and the proprietor of the dominant tenement shall cease to have any further rights or obligations in respect of the said easement.

IN WITNESS WHEREOF these presents have been executed this *28<sup>th</sup>* day of *February* One thousand nine hundred and fifty-seven (1957).

SIGNED by the abovenamed  
LEONARD EDWARD MOORE as  
Transferor in the presence  
of :-

*Lt Moore*

*R. H. Hamilton*

*Solicitor*

*Hamilton*

AND I ACCEPT THIS TRANSFER -

SIGNED by the abovenamed  
CHRISTOPHER CHARLES PERKINS  
as Transferee in the presence of :-

*C. C. Perkins.*

*W. B. Williams*

*Solicitor*

*Hamilton*

In the Land Valuation Court,  
Hamilton Registry.

No. 56/399

IN THE MATTER of an application under the Servicemen's Settlement and  
Land Sales Act, 1943:

for consent to a sale:

of land

Between Leonard Edward Moore

, Vendor (Lessor),

and Christopher Charles Perkins

, Purchaser (Lessee).

BEFORE THE

*Wackato*

LAND VALUATION COMMITTEE

UPON reading the application of Leonard Edward Moore

for the consent of the Land Valuation Court to the sale

of the land described in the schedule hereto to Christopher Charles Perkins

\* Delete if not  
required.

\* ~~And upon hearing~~

It is ordered that the consent of the Land Valuation Court be granted to the  
transaction \* ~~upon the following conditions~~

#### SCHEDULE

ALL THAT piece of land containing FIFTY ACRES TWO ROODS  
TWENTY PERCHES ( 50 a. 2 r. 20 p.) More or less being  
Lot 12 Deposited Plan 14534 being pt. Allotment 215 ...  
Parish of Pukete being the residue of the land in .....  
Certificate of Title Volume 524 Folio 154 Auckland Registry.

Dated at Hamilton

, this 18<sup>th</sup> day of January, 1957 *EL*

*E. L. G. G. G.*

(Deputy) Registrar of the Land Valuation Court.

Sealed at the office of the Land Valuation Court

at Hamilton

, this

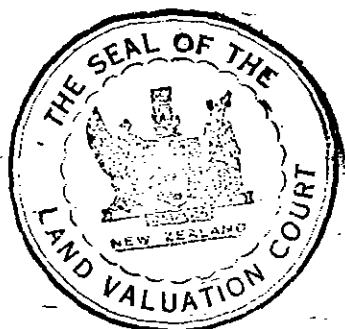
day of

*Feb*  
February

1957 *EL*

*E. L. G. G. G.*

(Deputy) Registrar.

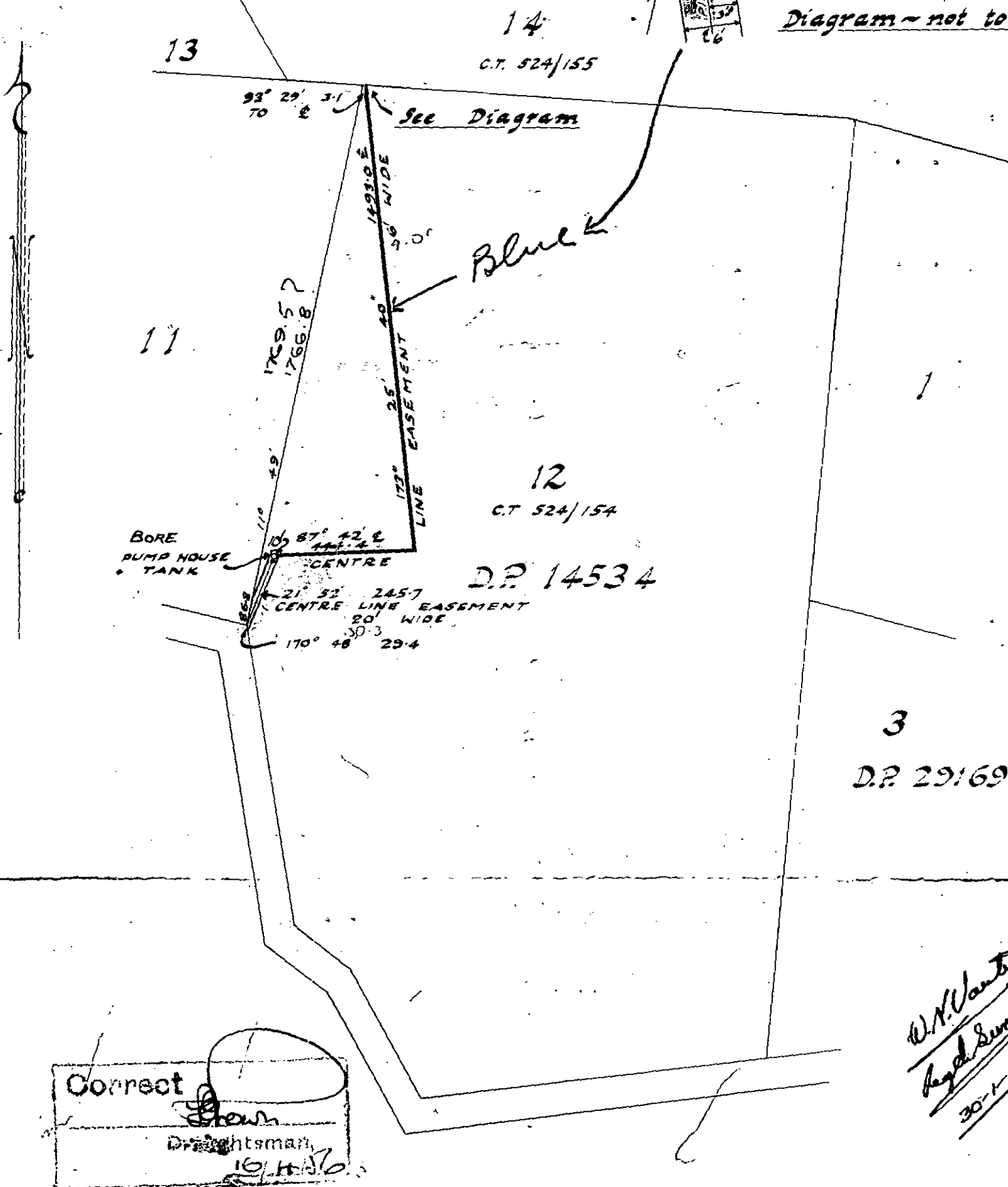


Solicitors for the Applicant: Harkness, Henry & Annan  
Hamilton.

S118449

TE

Diagram ~ not to scale.



G. C. Perkins  
W. B. Williams  
J. E. Moore  
J. E. Moore

S 118449

## Transfer of

Lot 12  
D.P. 14534  
Pt. Allot. 215

Situatd in P/Pukete

Correct for the purpose of the Land Transfer Act.

L. E. MOORE

Transferor

C. C. PERKINS

Transferee

W B L Williams

Solicitor for the Transferee

Particulars entered in the Registered Book, 1001/166

and 1009/44.

the 11th day of March 1957, at  
9.15 o'clock



Assistant Land Registrar of the District of Auckland.

Please return to

Powell, Williams &amp; Bowden

29/3/57

Powell, Williams &amp; Bowden

See  
plan 100  
Stam 100

3 5 10

DLR

The within diagram is not a  
mathematical figure. (The bearings and  
distances do not close)

It is noted that the centre lines of pipes  
are not drawn in the diagram for two of the lines  
and the definitions of these two lines may not  
be the centre line of pipes.

The text refers to easement "along the line  
coloured blue on the said plan" There are no blue  
lines on the diagram.

The diagram is not correctly drawn at  
Nth end as easement if provided, would extend  
beyond the bounds of Lot 12. Plotting of easement  
is to be amended accordingly.

The Diagram will remain to be amended  
to show either (a) boundaries of easement to be  
shown in relation to Lot 12  
or (b) Centre line of easement to be shown  
in entirety.

15.3.57.

LAND & DEEDS	
Nature:	Easement.
Firm:	R. J. Poole
Date:	9.15
Time:	2:16
No.	494

POWELL, WILLIAMS & BOWDEN  
SOLICITORS,  
HAMILTON.



# View Instrument Details

Instrument No.	10031739.2
Status	Registered
Date & Time Lodged	26 May 2015 14:41
Lodged By	Taylor, Lynette Dianne
Instrument Type	Partial Surrender of Easement

**Land Information**  
Toitu te  
whenua  
New Zealand



Affected Computer Registers	Land District
544749	South Auckland
SA51B/260	South Auckland
SA55B/969	South Auckland

Affected Instrument	Transfer and Grant of Easement S118449
---------------------	--

**Annexure Schedule:** Contains 1 Page.

## 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 ☒

## Signature

Signed by Lynette Dianne Taylor as Grantor Representative on 22/05/2015 01:52 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 ☒

I certify that the territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority ☒

I certify that the Mortgagee under Mortgage 5251841.1 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 9742661.3 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Lynette Dianne Taylor as Grantee Representative on 22/05/2015 01:52 PM

\*\*\* End of Report \*\*\*

## Form C

# Easement instrument to surrender Easement or Profit à prendre or Land Covenant

(Sections 90A and 90F Land Transfer Act 1952)

## Grantor

REBECCA MILES

## Grantee

KEITH PATTERSON, JENNIFER JUDITH PATTERSON and ELTAN TRUST MANAGEMENT LIMITED

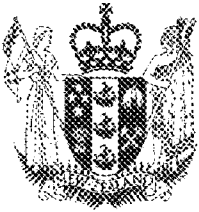
Surrender of Easement, *Profit à prendre* or Covenant

The Grantee, being the registered proprietor of the Dominant Tenement(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s), *profit(s) à prendre* or covenant(s) set out in Schedule A and the Grantor accepts the surrender of those easement(s), *profit(s) à prendre* or covenant(s)

## Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement; <i>Profit</i> or Covenant	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to convey water on the area coloured blue on the Plan attached to S118449 updated to the areas marked "A" and "B" on DP439444	Created by Transfer S118449	Lot 3 DP439444 (CFR 544749)	Part Lot 14 DP14534 (CFR SA55B/969)  Lot 1 DPS62873 (CFR SA51B/260)



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA13B/742  
**Land Registration District** South Auckland  
**Date Issued** 02 September 1971

**Prior References**

SA524/156

---

<b>Estate</b>	Fee Simple
<b>Area</b>	4.2113 hectares more or less
<b>Legal Description</b>	Lot 3 Deposited Plan South Auckland 15123

**Registered Owners**

Qiong Yang

---

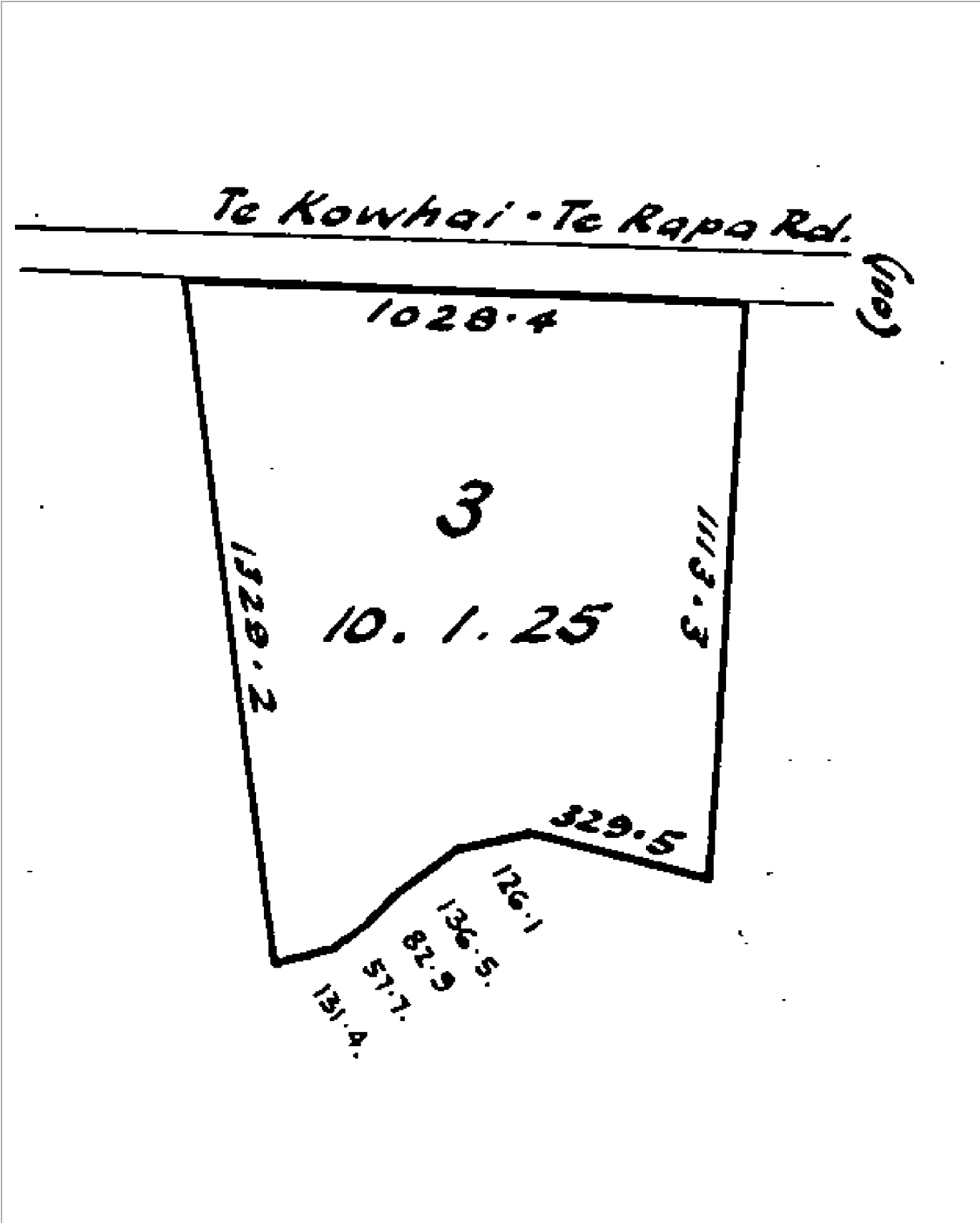
**Interests**

Subject to drainage rights created by Conveyance 295407 (R355/102)

Subject to drainage rights created by covenant 339694 (R446/405)

9607997.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen -  
19.12.2013 at 7:00 am





## Compensation Certificate Pursuant to Section 19 Public Works Act 1981.

File Reference CPC/2012/16834

To the Registrar General of Land  
for the Land Registration District of  
**SOUTH AUCKLAND**

This Compensation Certificate is forwarded to you, pursuant to Section 19 of the Public Works Act 1981. Please deposit it in your Registry and arrange a memorial of it to be registered against the title to all land affected by it.

(a) Description of the land affected by the Certificate:

Lot 3 DPS 15123, contained in CFR SA13B/742

(b) Brief particulars of the Agreement:

Date: 12/12/2013

- (i) Agreement provides for entry onto part of the owners land with or without such assistants, machinery, vehicles and equipment as are reasonably necessary for the purpose of gate and access relocation for SH 39A Safety Improvements Project..
- (ii) Consideration: ten cents (10c), receipt of which is acknowledged, plus allowances.
- (iii) The period of entry is from the date of signing of the agreement for 9 months or such later date as the parties may agree.

(c) Names and addresses of parties to the agreement (*other than the Minister of Lands*)

Dexing Kong  
c/- Paul Savage  
Matariki Trust  
Private Bag 91275  
Auckland 1142

- (d)
- (i) Place where Copy of Agreement may be inspected: Land Information New Zealand, National Office, Radio NZ House, Level 7, 155 The Terrace, WELLINGTON 6145
  - (ii) Hours during which a copy of the Agreement may be inspected: 9a.m. to 4p.m. on any day when Government Offices are open to the public.
  - (iii) Reference by which Agreement may be identified: CPC/2012/16834

Dated at Wellington this 12<sup>th</sup> day of December 20 13

Signed

by: 

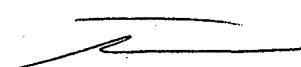
Signature of Authorised Officer

**JESSICA EARNSHAW**

.....  
Name and Designation of Authorised Officer (print)

*For and on behalf of Her Majesty the Queen and  
acting pursuant to delegated authority from the Chief  
Executive of Land Information New Zealand pursuant  
to section 41 of the State Sector Act 1988.*

in the

presence of: 

Signature of Witness

.....  
Name of witness (print)

**Teresa Buckthought  
Crown Property Clearances  
Land Information New Zealand  
155 The Terrace  
Wellington**

.....  
Occupation of Witness (print)

.....  
Address of Witness (print)

# MANUAL DEALING LODGEMENT FORM

Landonline User ID: opusicha

LODGING FIRM: Opus International Consultants

Private Individual: \_\_\_\_\_

Address: Private Bag 3057

Hamilton 3240

ASSOCIATED FIRM: \_\_\_\_\_

Client Code / Ref: Graham Cook 2-5HA03.60

Dealing/SUD Number:  
(LINZ use only)

Priority Barcode/Date Stamp  
(LINZ use only)

Plan Number Pre-Allocated or  
to be Deposited: \_\_\_\_\_

Rejected Dealing Number: \_\_\_\_\_

**CC 9607997.1 Compensa**  
Cpy - 02/04, Pgs - 002, 18/12/13, 11:21  
**Copies**  
(inc. original)  
DocID: 514530567

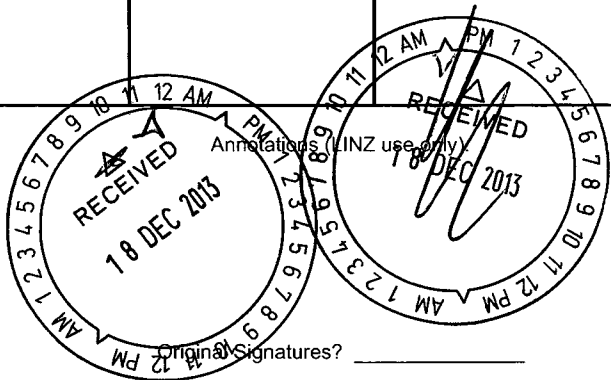
Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEE \$ GST INCLUSIVE
1	SA 13B/742	CC	Dexing Kong & HMQ					
2								
3								
4								
5								

Land Information New Zealand Manual Dealing Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005



Annotations (LINZ use only)

Original Signatures? \_\_\_\_\_

Subtotal

Total for this dealing

Less fees paid on Dealing # \_\_\_\_\_

Debit my Landonline account for  
(Only available for Landonline customers)

**or Cash / Cheque enclosed for**

(Only pay in cash if depositing in drop box at a LINZ processing centre)

**or Eft-pos payment due for**

(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)

\$0.00

\* Making a priority lodgement ensures the lodgement is entered into the LINZ work queue at the time and date it was handed over at the counter. Priority does not provide urgency in processing the dealing. For further details please reference the [manual dealing user guide](#).

**295407 -** Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 A Deed of Conveyance (S.T. 11537-11523) dated 6<sup>th</sup>  
 December 1920 between John Mather & Charles Albert  
 13 on D.P. 14534, area 215 acres, where S.T. 11537 Macfarlane's Measure  
 of 130 acres is situated. Stamp £36/10/- 4 pm 21 Auckland

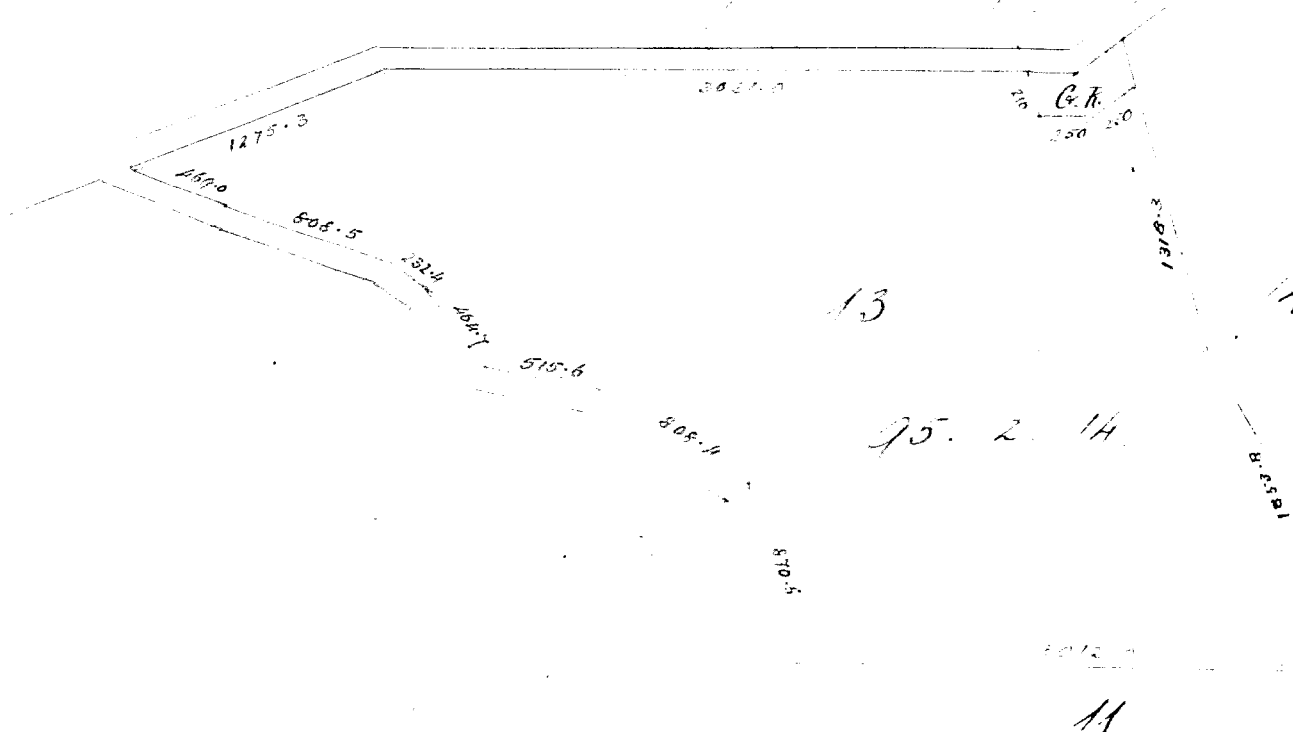
Mrs L. M. Mather made the sixth day of December One thousand, nine, hundred and  
 twenty between John Mather of Hamilton Farmer and Charles Albert  
 Robinson of Palmerston North Solicitor (hereinafter named the Vendor) of the one  
 part and Joseph Mather of Te Rapa Farmer (hereinafter named the Purchaser)  
 of the other part Witnesseth that In consideration of the sum of Three thousand  
 six hundred and twenty three pounds, ten shillings paid by the Purchaser to  
 the Vendor (the receipt of which sum is hereby acknowledged) They the Vendor do and  
 each of them doth hereby Convey and Warrant unto the Purchaser All that piece or  
 parcel of land in the Provincial District of

Auckland containing Twenty five acres two  
 roods fourteen perches more or less being  
 lot Thirteen on a Plan lodged in the  
 Land Transfer Office at Auckland under

Number 14534 which said piece of  
 land is part of a subdivision of lot (Two)  
 containing Four hundred and forty-  
 three acres One rood on a Plan  
 lodged in the Deeds Register Office  
 at Auckland as Number C97 of  
 part of Allotment Two hundred  
 and fifteen Parish of Putere

Bounded towards the North by the Te Rapa - Te Kowhai Road One thousand  
 two hundred and seventy five and three tenths links and Three thousand and  
 thirty one links towards the East by a Gravel Reserve vested in the Waipā County  
 Council Two hundred and ten links again towards the North by the said Gravel  
 Reserve Two hundred and fifty links and Two hundred and fifty links again  
 towards the East by lot Thirteen on the said Plan Number 14534, One  
 thousand, three hundred and eighteen and three tenths links and One thousand  
 eight hundred and fifty three and eight tenths links towards the South by lot  
 Eleven on the said Plan Number 14534 Three thousand and twelve links and  
 towards the West and Southwest by a road Eight hundred and seventy and  
 five tenths links Eight hundred and eight and four tenths links, Two  
 hundred and fifteen and six tenths links, Four hundred and sixty and  
 seven tenths links Two hundred and thirty-two and four tenths links, Eight  
 hundred and eight and five tenths links and Four hundred and sixty and

Bell & Speight  
 per J. S. Bell  
 11/5/21



the said equal measurements a little more than as delineated by the  
Plan drawn hereon edged red together with all the rights and appurtenances there-  
unto belonging To Hold the same unto the Purchaser. This executory administration  
and assign for ever Provides Always and it is hereby mutually covenanted agreed  
and declared by and between the parties hereto that the drains on or adjoining or  
adjacent to the boundaries of the said piece of land hereby conveyed and the adjoining  
land of the Venans shall at all times be kept clean and in good repair and condition  
by the Venans and the Purchaser and their respective executors administrators and  
assigns (being the owner and occupiers for the time being of the land adjoining a  
drain adjacent to the same who derive benefit therefrom) and such owners shall pay  
the cost thereof in equal shares (that is to say one half by the Venans and one  
half by the Purchaser) or provide the labour and plant necessary for that purpose  
in equal shares as aforesaid And if any such owner shall fail or neglect for  
fourteen days after written notice calling upon him to join in the cleaning out or repair  
of any such drain has been delivered to him or left at his dwelling or posted to him at  
his usual address in the ordinary course of post then the person giving such notice may  
do the said work and recover half the cost thereof from the person to whom he has  
given such notice Provided Further that the Purchaser his executors administrators  
and assigns (the owner and occupiers for the time being of the said piece of land  
and hereby conveyed and of any part thereof) shall be entitled for all time and free of  
charge to drain and discharge water from all drains now or hereafter in or around  
or adjoining the said piece of land or any part thereof into the drains and streams  
in and upon the adjoining land of the Venans by which the said piece of land  
is now drained and to the free and uninterrupted flow and passage of the said  
water through the said drains and streams to the main outlet drain from the  
Venans Canal And such last mentioned streams and drains shall be kept  
properly cleaned out and in good order and condition by the Venans their executors  
administrators and assigns the owner for the time being of the land adjoining  
the same at their own expense and in the event of their failing to do so after a  
legit notice to that effect provided it shall be lawful for the Purchaser  
his executors administrators and assigns (the owner or owners for the time being  
of the land hereby conveyed or any part thereof) to enter upon the said lands through  
which the said streams and drains flow and clean out the same at the expense  
of the adjoining owner or owners for the time being and to recover the cost thereof  
from such adjoining owner or owners And it is further Agreed and Declared  
that inasmuch as the boundaries of the said land are in the case of drains  
(where drains exist) and as ~~some~~ fences are erected along such drains  
such fences shall be deemed to be boundary fences and shall be kept in repair  
and maintained at the joint expenses of the adjoining owners for the time being  
Provided However that the occupation of the land between the centre of the drains  
and such fences shall not be deemed adverse possession thereof or against the  
owner of any such land And it is hereby Agreed and Declared that the covenants  
implied in conveyances by Subsection (d) of section 56 of the Property Law  
Act 1905 shall be implied herein against the Venans and shall include  
the following deeds and documents Numbers 158918, 166365, 166366, 69478  
170239, 173697, 173698, 173699, 173700, 173701, 173702, 17665, 177666,  
179667, 179872, 183045, 183046, 222489, 183424, 256337, 1921889, 92190,  
208480, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488  
258015 and 258016 and Conveyance of 258016 And it is further Declared  
for the purposes of the duty payable under the Finance Acts 1915 & 1918  
(Number two) inclusive that no agreement in writing was entered into between  
the parties in respect of the foregoing transaction

In Witness Whereof the parties present have been executed  
Signed by the said Joshua Mathew  
In the presence of

Signed by the said John Law Clerk Hamilton  
Charles Albert Houghson by his Attorney  
Counsel James Peers sitting under and by virtue of a Deed  
Bd or Power of Attorney dated the 23<sup>rd</sup> day of July 1920  
deposited in the Public Office at Auckland (No Number 1864)

C. A. Houghson  
by his Attorney  
E. J. Shear

295408-

in the presence of W. V. Gray Solicitor Hamilton

Stamp 3/- C. J. M. 6/12/20

I Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as number 4864 And that I have not received any notice or information of the revocation of such power by death or otherwise.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statute in that behalf made 1908 }  
 Declared at Hamilton this sixth day of December } C. J. Mears  
 1920 Before me  
 W. V. Gray, A Solicitor of the Supreme Court of New Zealand



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly .. subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim. to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the . said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the .... mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....



second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .



the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

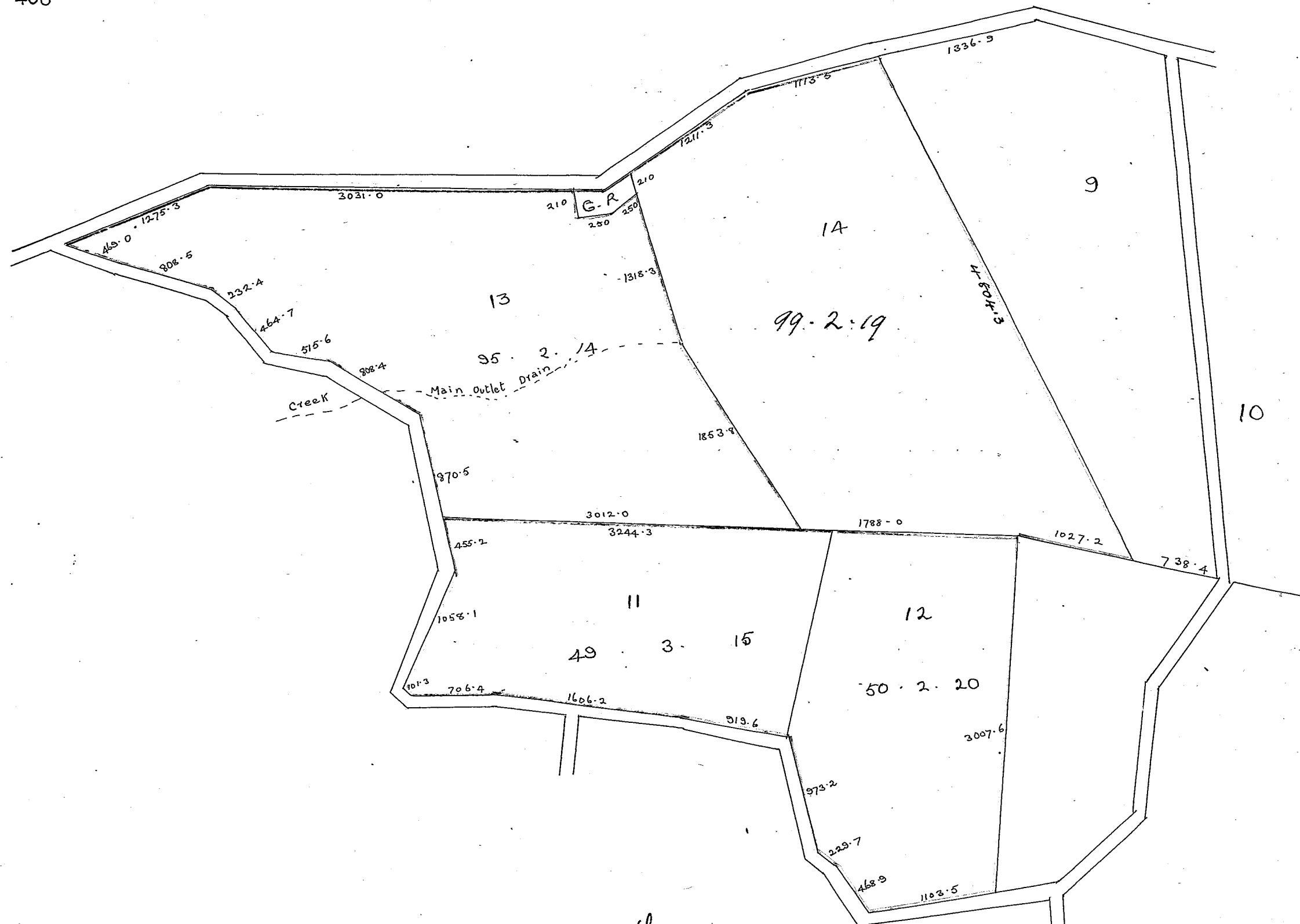
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

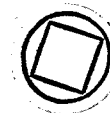
E. J. Mears, Solicitor, Hamilton.

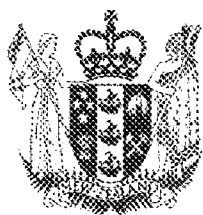


Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:

A. M. Hume Pro Richardson





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA14B/111  
**Land Registration District** South Auckland  
**Date Issued** 04 May 1972

**Prior References**

SA1252/73

---

<b>Estate</b>	Fee Simple
<b>Area</b>	5.7870 hectares more or less
<b>Legal Description</b>	Lot 3 Deposited Plan South Auckland 15254

**Registered Owners**

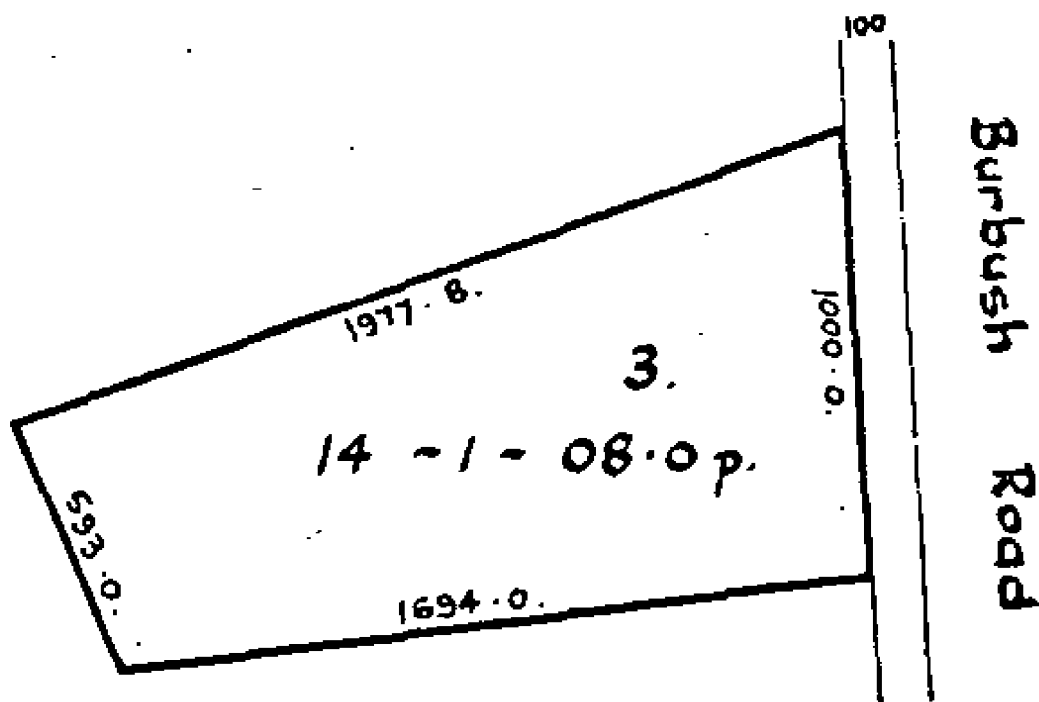
Eleanor Mary Robertson, Jillian Anne Marsh and Jennifer Judith Patterson

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**Interests**

11108758.1 CAVEAT BY MA DEVELOPMENT ENTERPRISES LIMITED - 14.5.2018 at 12:54 pm

*Blk XVI Newcastle S. D.*



Scale: 1 inch = 8 Chains.  
Mass. Register.

P. G. A.

# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108758.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:54:09
<b>Lodged By</b>	Paul Allan Chambers

<b>Affected Computer Registers</b>	<b>Land District</b>
SA14B/109	South Auckland
SA14B/111	South Auckland
SA14B/112	South Auckland

## Registered Proprietor

Jennifer Judith Patterson  
Jillian Anne Marsh  
Eleanor Mary Robertson

## Caveator

Ma Development Enterprises Limited

## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 20 March 2018 between the Registered Proprietors as vendor and Ma Development Enterprises Limited as purchaser.

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

## Address for Service of Caveator

Ma Development Enterprises Limited  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

## Address for Registered Proprietor

Eleanor May Robertson, Jennifer Judith Patterson and Jillian Anne Marsh  
C/- Ellice Tanner Hart  
PO Box 19144  
Hamilton  
New Zealand  
3244

## Caveator Certifications

I certify that I have the authority to act for the Caveator and that the party has the legal capacity to authorise me to lodge this instrument





# View Instrument Details

---

## Caveator Certifications

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 Paul Allan Chambers as Caveator Representative on 11/05/2018 05:29 PM

**\*\*\* End of Report \*\*\***



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **242205**  
**Land Registration District** **South Auckland**  
**Date Issued** 29 May 2006

**Prior References**

SA14B/113

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<b>Estate</b>	Fee Simple
<b>Area</b>	3.9480 hectares more or less
<b>Legal Description</b>	Lot 4 Deposited Plan 359488

**Registered Owners**

Brian James Robertson, Eleanor Mary Robertson and Ellice Tanner Trustees Limited

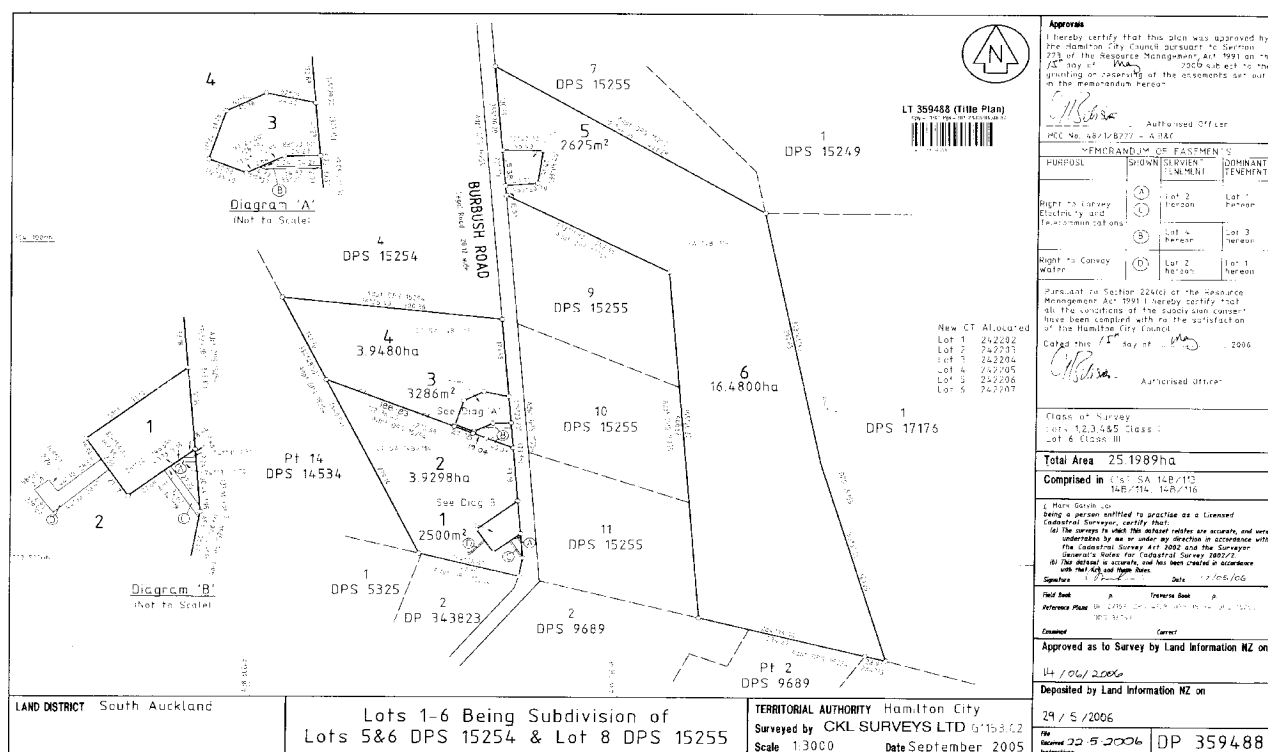
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**Interests**

Subject to a right to convey electricity, telecommunications and computer media over part marked B on DP 359488 created by Easement Instrument 6883386.2 - 29.5.2006 at 9:00 am

The easements created by Easement Instrument 6883386.2 are subject to Section 243 (a) Resource Management Act 1991

11108154.1 CAVEAT BY MA DEVELOPMENT ENTERPRISES LIMITED - 14.5.2018 at 12:53 pm





# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108154.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:53:54
<b>Lodged By</b>	Paul Allan Chambers

---

<b>Affected Computer Registers</b>	<b>Land District</b>
242205	South Auckland

---

## Registered Proprietor

Brian James Robertson  
Eleanor Mary Robertson  
Ellice Tanner Trustees Limited

---

## Caveator

Ma Development Enterprises Limited

---

## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 20 March 2018 between the Registered Proprietors as vendor and Ma Development Enterprises Limited as purchaser.

---

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

---

## Address for Service of Caveator

Ma Development Enterprises Limited  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

---

## Address for Registered Proprietor

Brian James Robertson, Eleanor Mary Robertson and Ellice Tanner Trustees Limited  
C/- Ellice Tanner Hart  
PO Box 19144  
Hamilton  
New Zealand  
3244

---

## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 ☒



# View Instrument Details

---

## Caveator Certifications

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 Paul Allan Chambers as Caveator Representative on 11/05/2018 05:26 PM

**\*\*\* End of Report \*\*\***

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

Land registration district

**SOUTH AUCKLAND**



**EI 6883386.2 Easement**

Cpy - 01/01, Pgs - 006, 28/05/06, 14:44



DocID: 511509550

Grantor

Surname(s) *mus.*

**Brian James ROBERTSON, Eleanor Mary ROBERTSON & NWM Trust Management Limited and Douglas Craig MARSH, Jillian Anne MARSH & NWM Trust Management**

Grantee

Surname(s) must be underlined or in CAPITALS.

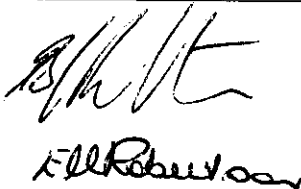
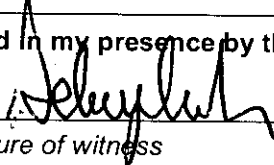
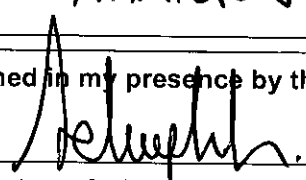
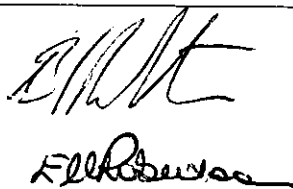
**Brian James ROBERTSON, Eleanor Mary ROBERTSON & NWM Trust Management Limited and Douglas Craig MARSH, Jillian Anne MARSH & NWM Trust Management Limited**

**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 9th day of December 2005

**Attestation**

 Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>S.F. COOK.</u> Occupation <u>SERVICE STATION OPERATOR</u> Address <u>HAMILTON.</u>
	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>S.F. COOK</u> Occupation <u>SERVICE STATION OPERATOR</u> Address <u>HAMILTON.</u>
 Signature [common seal] of Grantee	

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

F  
242202 - 242205 inclusive  
②

  
[Solicitor for] the Grantee

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

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easment Instrument

Dated 9/12/05

Page 1 of 1 pages

(Continue in additional Annexure Schedule, if required.)

**Continuation of "Attestation"**

Signed by the Grantor  
Douglas Craig Marsh,  
Jillian Anne Marsh and  
NWM Trust Management Limited  
in the presence of:

Signature of Witness: AKurth

Director

Witness Name: Anna Kurth  
Occupation: Teacher  
Address: 43 Hurrell Rd, RD1  
Hamilton

Signed by the Grantee  
Douglas Craig Marsh,  
Jillian Anne Marsh and  
NWM Trust Management Limited  
in the presence of:

Signature of Witness: AKurth.

Director

Witness Name: Anna Kurth  
Occupation: Teacher  
Address: 43 Hurrell Rd, RD1  
Hamilton

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.

**Annexure Schedule 1**

Easement instrument

Dated

9/12/05

Page

1

of

2

pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey electricity, telecommunications and computer media	"A" on DP 359488	242203	242202
	"C" on DP 359488		
	"B" on DP 359488	242205	242204
Right to convey water	"D" on DP 359488	242203	242202

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

Delete phrases in [ ] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~  
 [the provisions set out in Annexure Schedule 2].

**Covenant provisions**

Delete phrases in [ ] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~  
~~[Annexure Schedule 2].~~

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

*ELL B/L* *Dee* *Jim* *AK* *B* *Y*

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

9/12/05

Page

2

of

2

Pages



(Continue in additional Annexure Schedule, if required.)

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002  
SAVE THAT:

Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the modifications of this Easement Instrument, the modifications must prevail.

The maintenance provisions in the Fourth Schedule to the Land Transfer Regulations 2002 are modified as follows:-

Any maintenance, repair or replacement of the easement facility on the servient or dominant land that is necessary because of any act or omission by the Grantor and/or Grantee (which includes agents, employees, contractors, subcontractors and invitees of the Grantor and/or Grantee) must be carried out promptly by that owner at that owner's cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule).

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.

ELLR B/h Deel JPA AK P u

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**Bank of New Zealand**

**Mortgagee under Mortgage B641437.2**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.  
Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

~~section~~ \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**The deposit of plan 359488 and registration of the easements/therein** created

Dated this **9th** day of **December 2005**

**Attestation**

SIGNED for and on behalf of  
BANK OF NEW ZEALAND  
by its Attorney:

**Erin Louise Jessie Price**

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name **Katrina Rodgers**

Occupation

**Bank Officer  
Auckland**

Address

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

Erin Louise Jessie Price

I, \_\_\_\_\_, Quality Assurance Officer, of Auckland, New Zealand,  
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland

DATED: 09 December 2005

Erin Price.





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA14B/112  
**Land Registration District** South Auckland  
**Date Issued** 04 May 1972

**Prior References**

SA1252/73

---

<b>Estate</b>	Fee Simple
<b>Area</b>	5.0712 hectares more or less
<b>Legal Description</b>	Lot 4 Deposited Plan South Auckland 15254

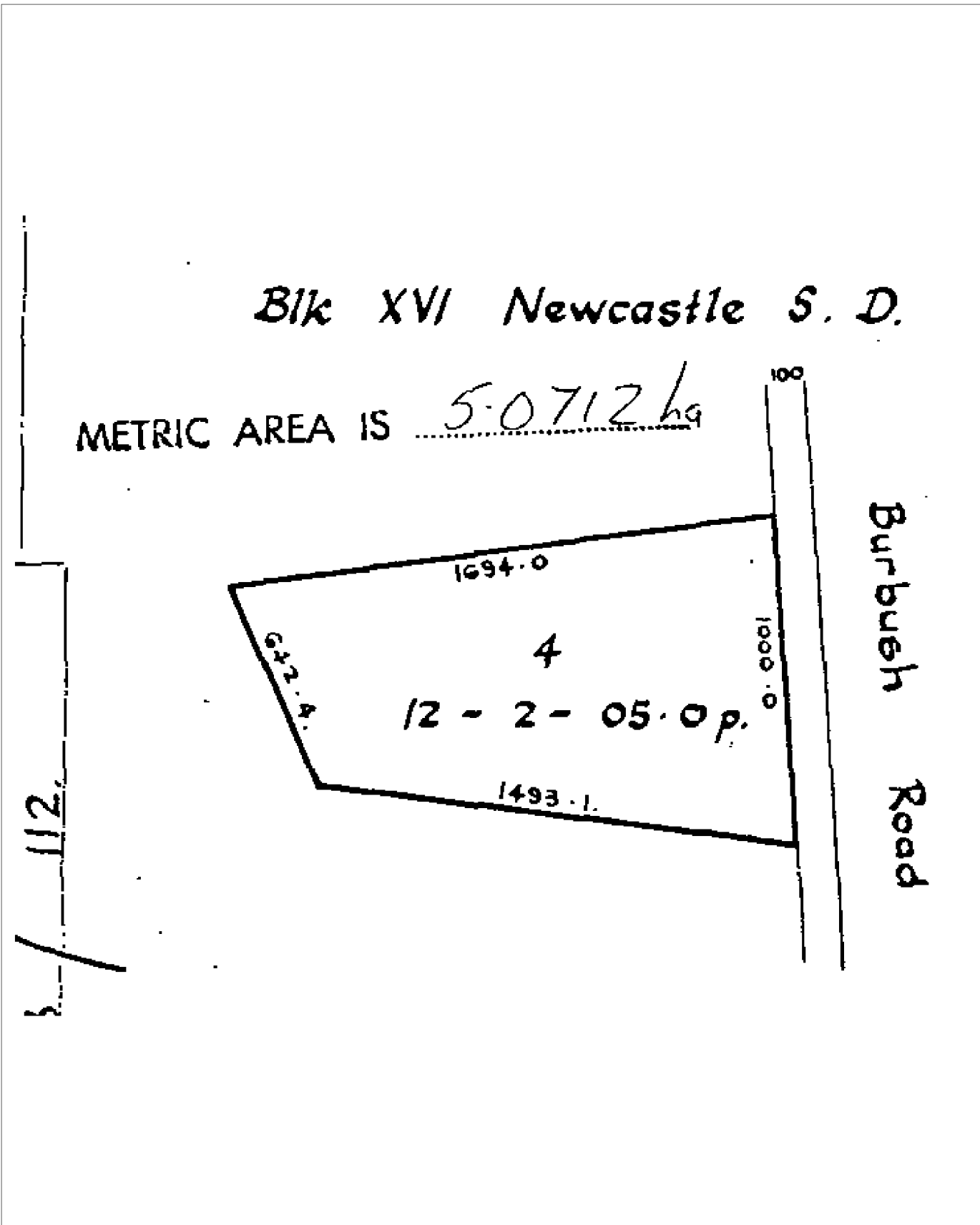
**Registered Owners**

Eleanor Mary Robertson, Jillian Anne Marsh and Jennifer Judith Patterson

---

**Interests**

11108758.1 CAVEAT BY MA DEVELOPMENT ENTERPRISES LIMITED - 14.5.2018 at 12:54 pm



# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108758.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:54:09
<b>Lodged By</b>	Paul Allan Chambers

---

<b>Affected Computer Registers</b>	<b>Land District</b>
SA14B/109	South Auckland
SA14B/111	South Auckland
SA14B/112	South Auckland

---

## Registered Proprietor

Jennifer Judith Patterson  
Jillian Anne Marsh  
Eleanor Mary Robertson

---

## Caveator

Ma Development Enterprises Limited

---

## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 20 March 2018 between the Registered Proprietors as vendor and Ma Development Enterprises Limited as purchaser.

---

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

---

## Address for Service of Caveator

Ma Development Enterprises Limited  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

---

## Address for Registered Proprietor

Eleanor May Robertson, Jennifer Judith Patterson and Jillian Anne Marsh  
C/- Ellice Tanner Hart  
PO Box 19144  
Hamilton  
New Zealand  
3244

---

## Caveator Certifications

I certify that I have the authority to act for the Caveator and that the party has the legal capacity to authorise me to lodge this instrument





# View Instrument Details

---

## Caveator Certifications

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

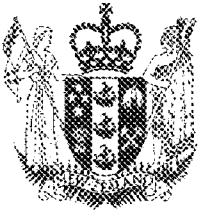
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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 Paul Allan Chambers as Caveator Representative on 11/05/2018 05:29 PM

\*\*\* End of Report \*\*\*



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



**Identifier** **147744**  
**Land Registration District** **South Auckland**  
**Date Issued** 01 June 2004

**Prior References**

SA25B/66

---

<b>Estate</b>	Fee Simple
<b>Area</b>	9.4003 hectares more or less
<b>Legal Description</b>	Lot 5 Deposited Plan 335995

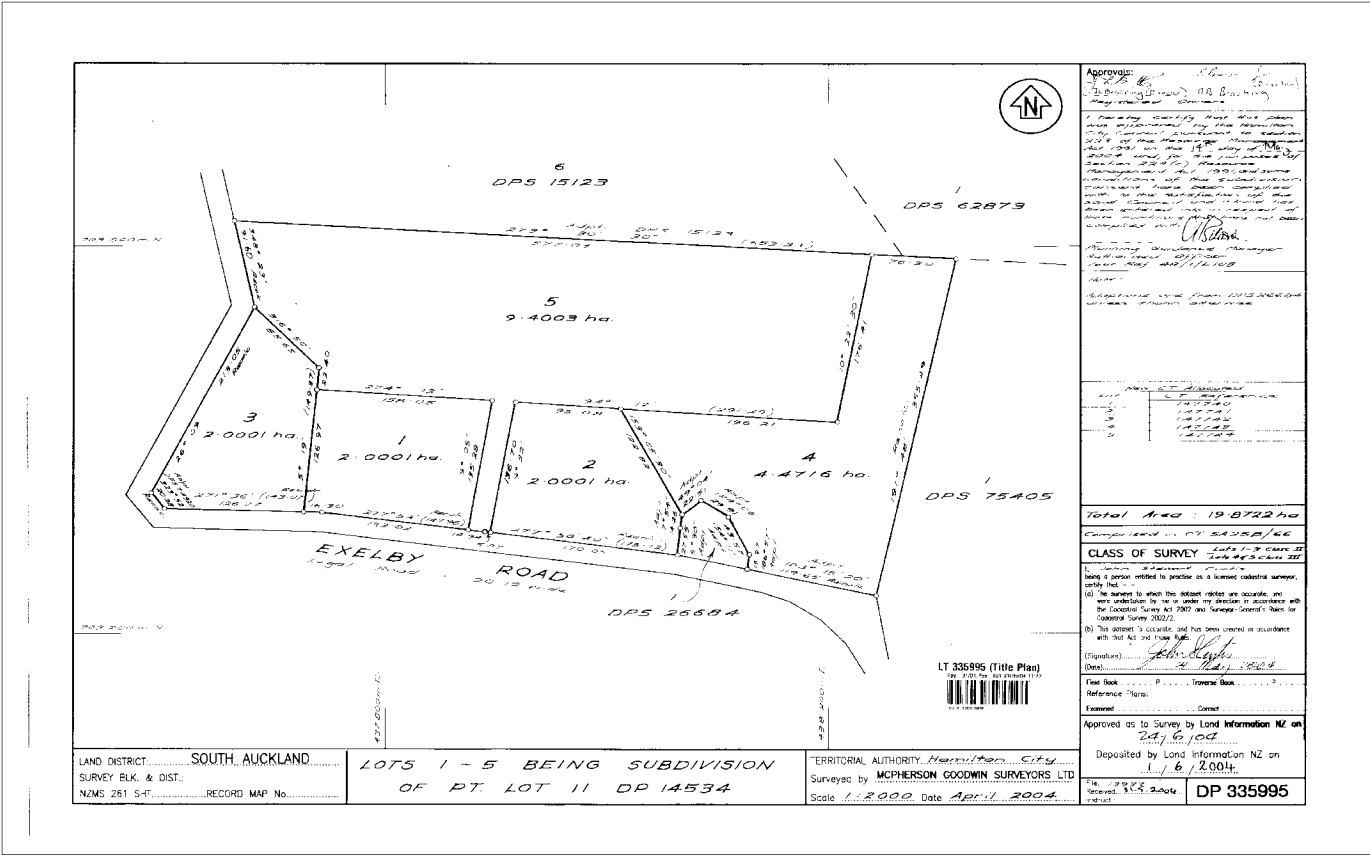
**Registered Owners**

Due Xue, Chi-Lin Tsai and JW Trustees Limited as to a 15/41 share  
Cheng Chung Lin, Jy Chi Fang and JW Trustees Limited as to a 15/41 share  
Po-Chung Chao, Yung-Chin Chao Chen and JW Trustees Limited as to a 6/41 share  
Luh-Rong Ho and JW Trustees Limited as to a 5/41 share

---

**Interests**

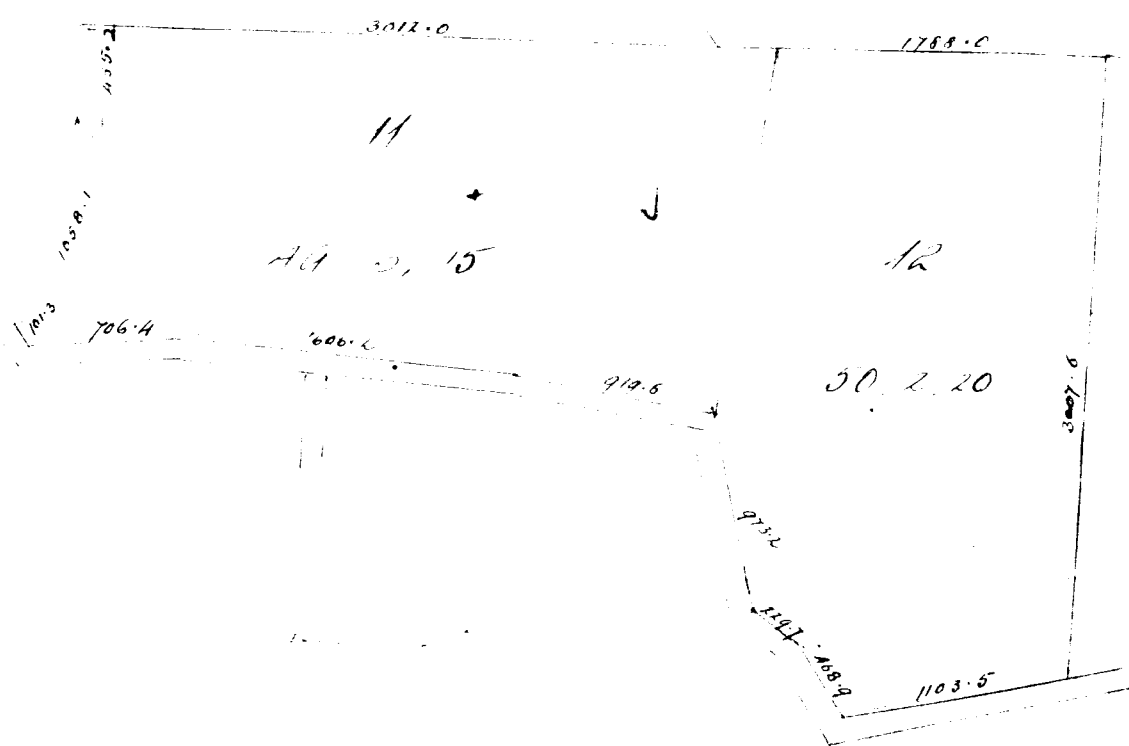
Appurtenant hereto are drainage rights created by Conveyance 295328 (R355/88)  
Appurtenant hereto are drainage rights created by Covenant 339694 (R446/405)



Ball & Spaight  
per J. S. Bent  
11/5/21

13

1A



8/11

other part of said lot Two on Plan C 97 Three thousand and seven and six tenths  
links, towards the South and West by a road One thousand one hundred and  
three and five tenths links, Four hundred and sixty eight and nine tenths links  
Two hundred and twenty nine and seven tenths links, Nine hundred and seventy-  
three and two tenths links, Nine hundred and nineteen and six tenths links,  
One thousand six hundred and six and two tenths links, Seven hundred and  
sixty six and four tenths links, One hundred and one and three tenths links, One  
thousand and fifty eight and one tenth links and Four hundred and fifty five  
and two tenths links. Be all the said several enclosures a little more or  
less to delineated by the plan drawn hereon enclosed Together with all the rights  
and appurtenances thereto belonging To Hold the same unto the Purchasers  
their executors administrators and assigns forever as tenants in common in equal  
shares Provided Always and it is hereby mutually covenanted agreed and declared  
by and between the parties hereto that the ditches or adjoining or adjacent to  
the boundaries of the said piece of land hereby conveyed and the adjoining lands  
of the Venados shall at all times be kept clean and in good repair and condition  
by the Venados and the Purchasers and their respective executors administrators and  
assigns being the owners and occupiers for the time being of the lands adjoining  
or adjacent to the same who derive benefit therefrom and such owners shall  
pay the cost thereof in equal shares (that is to say One half by the Venados and  
one half by the Purchasers) or provide the labour and plant necessary for

that purpose in equal shares as aforesaid and if any such owner shall fail or neglect for fourteen days after written notice calling upon him to join in the clearing out or repair of any such drain has been delivered or left at his dwelling or posted to him at his usual address in the ordinary course of post from the person to whom he has so the said work and recover half the cost from the person to whom he has given such notice. Provided Further that the Purchasers their executors administrators and assigns the owners and occupiers for the time being of the said piece of land hereby conveyed and of every part thereof shall be and lawfully are and free of charge to drain and discharge water from all drains now or hereafter in or around or adjoining the said land piece of land or any part thereof into the drains and streams joining the said land piece of land and to the free and uninterrupted flow and passage of the said water through the said drains and streams to the main outlet drain from the Vendor's lands and such last mentioned streams and drain shall be kept properly cleaned out and in good order and undisturbed by the Vendors their executors administrators and assigns (the owners for the time being of the land adjoining the same) at their own expense and in the event of their failing so to do aforesaid it shall be lawful for the Purchasers their executors administrators and assigns the owner or owners for the time being of the said land hereby conveyed or any part thereof to enter upon the said land or any part thereof and the adjoining streams and drains flow and clean out the same and to remove the cost thereof from such owner or owners for the time being and to recover the cost thereof from such adjoining owner or owners. And it is further agreed and declared that inasmuch as the boundaries of the said land are not clearly defined by any fences or other means and as fences are erected along or across such drains and fences shall be deemed to be boundary fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. It is further declared however that the occupation of land between the centre of the drains and such fences shall not be deemed adverse possession thereof as against the owner or owners of the land. And it is hereby agreed and declared that the provisions implied in consequence by Subsection (d) of section 56 of the Property Law Act 1908 shall be applied again against the Vendors and shall include the following deeds and documents numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179668, 183045, 183046, 222489, 183424, 256551, 72159, 2190, 2210, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 210735, 222488, 258015, 258016 and Reconveyance of 258016 and it is further declared for the purposes of the said proviso that the same shall be deemed to be (Number two) inclusive. An agreement in writing was entered into between the parties in respect of the foregoing transactions.

In Witness Whereof these presents have been executed.  
Signed by the said Joshua Mathers }  
In the presence of } Jos. Mathers

Signed by the said Charles Albert }  
Roughnan by his Attorney Edward } Jos. Mathers  
James Mearns acting under and by }  
virtue of a Deed Poll a Power of }  
Attorney dated the 23rd day of }  
July 1920 deposited in the Land }  
Transfer Office at Auckland as }  
Number 4064 in the presence of }  
H. P. Gray Solicitor Hamilton

I, Edward James Mearns of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written deed in the name and on behalf of Charles Albert Roughnan of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23rd day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Roughnan and deposited in the Land Transfer Office at

Stamp 3/- £/s/10 6/12/20



Auckland as Number 4864 And that I have not received any notice or information of the  
 revocation of such power by death or otherwise

And I make this solemn declaration conscientiously believing the same to be true and by  
 virtue of the provisions of the Statutes of the Peace Act 1908.

Declared at Hamilton this sixth day of

December 1920 Before me

W. P. Gray,

E. J. Meay  
 Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

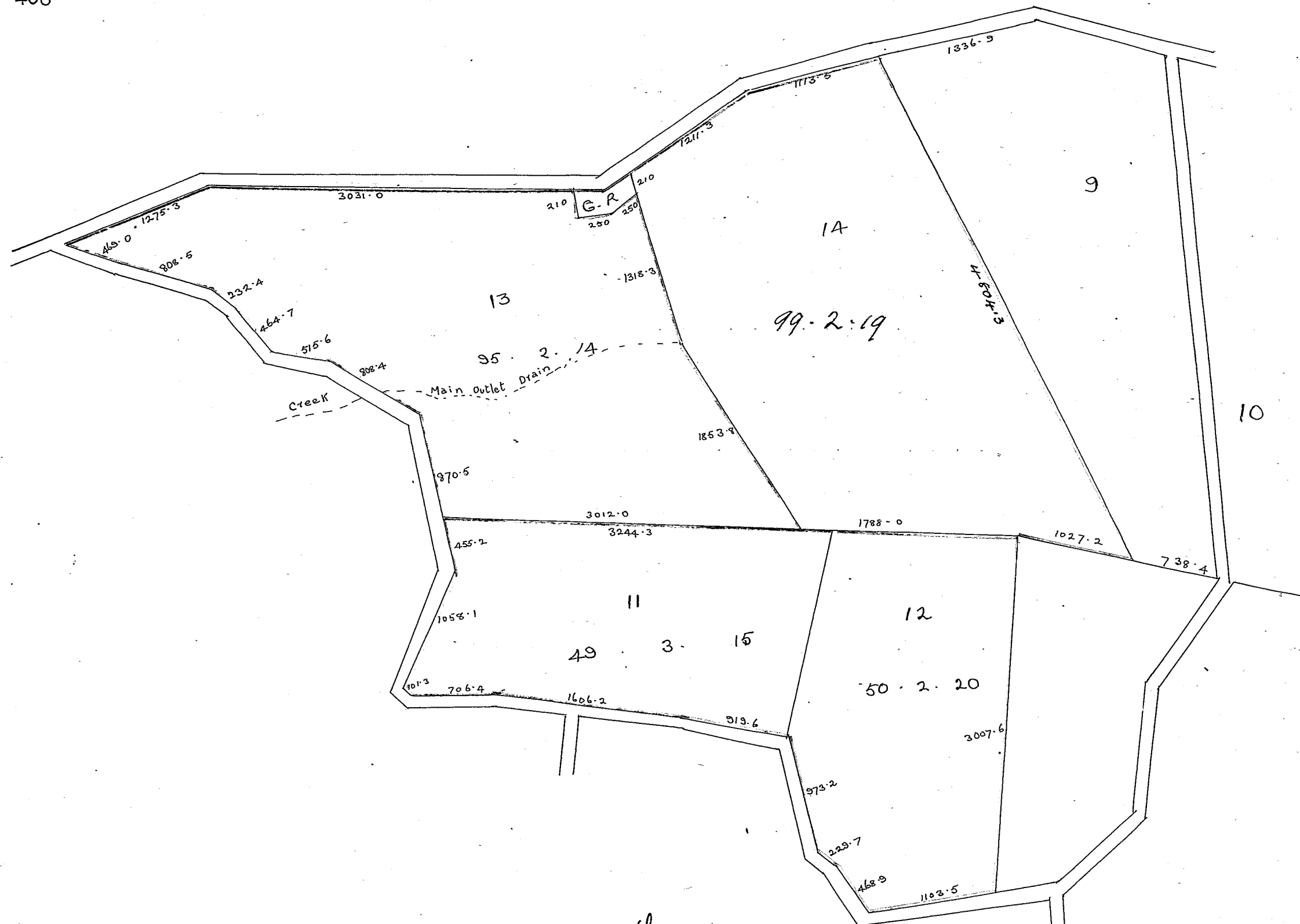
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

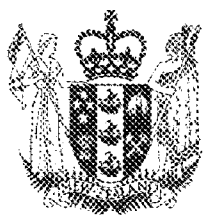


Compared copy and received No. 339694 This 18<sup>th</sup>. day of December 1924

WITNESS:

A. M. Hume Pro Richardson





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **242206**  
**Land Registration District** **South Auckland**  
**Date Issued** 29 May 2006

**Prior References**

SA14B/116

---

<b>Estate</b>	Fee Simple
<b>Area</b>	2625 square metres more or less
<b>Legal Description</b>	Lot 5 Deposited Plan 359488

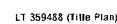
**Registered Owners**

Eltan Trust Management Limited and Phillip Ross Laird

---

**Interests**


7000399.2 Mortgage to Bank of New Zealand - 23.8.2006 at 9:00 am





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA13B/744  
**Land Registration District** South Auckland  
**Date Issued** 02 September 1971

**Prior References**

SA524/156

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<b>Estate</b>	Fee Simple
<b>Area</b>	4.0620 hectares more or less
<b>Legal Description</b>	Lot 5 Deposited Plan South Auckland 15123

**Registered Owners**

Lily Investment 265 Trustee Limited

---

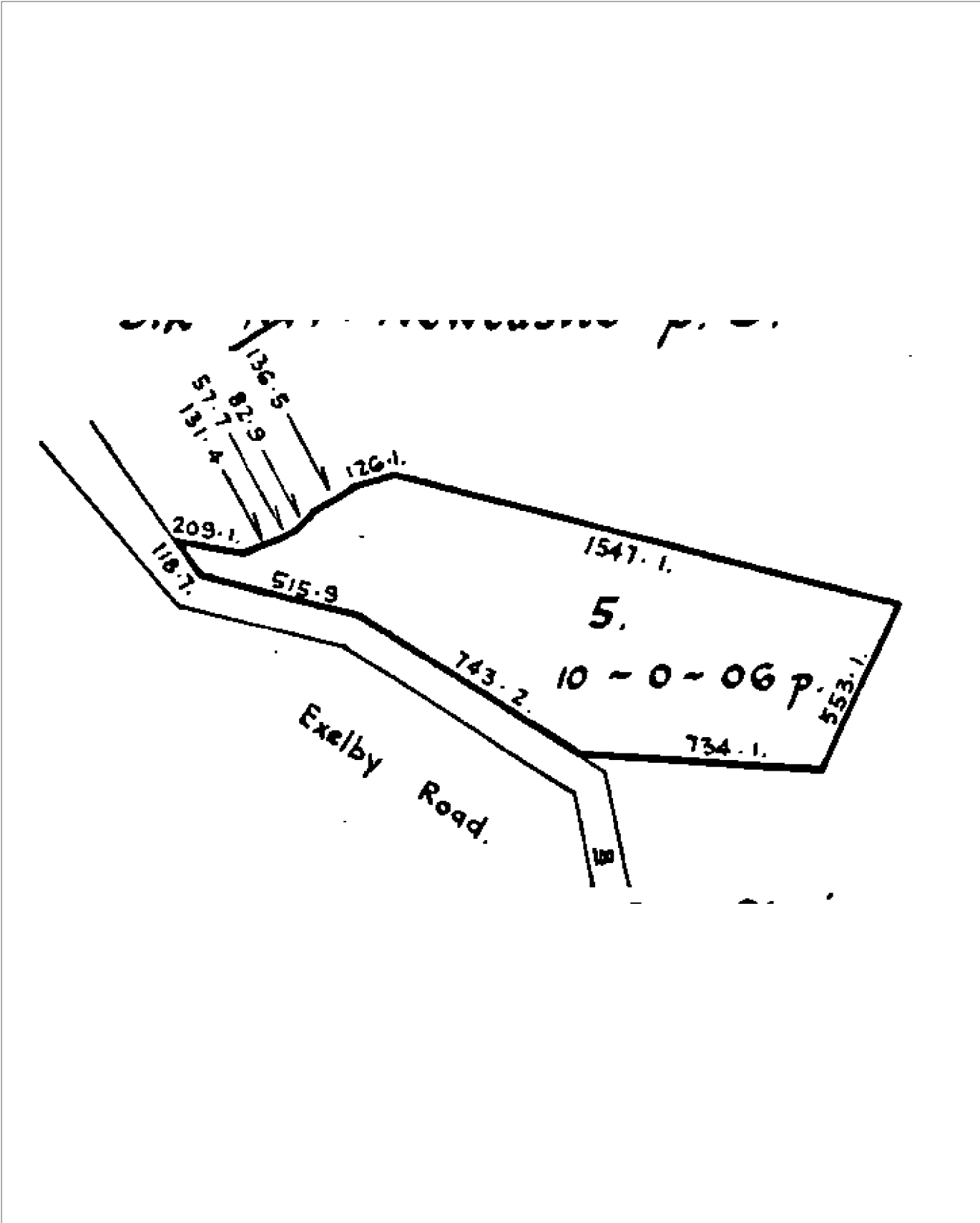
**Interests**

Subject to drainage rights created by Conveyance 295407 (R355/102)

Subject to drainage rights created by covenant 339694 (R446/405)

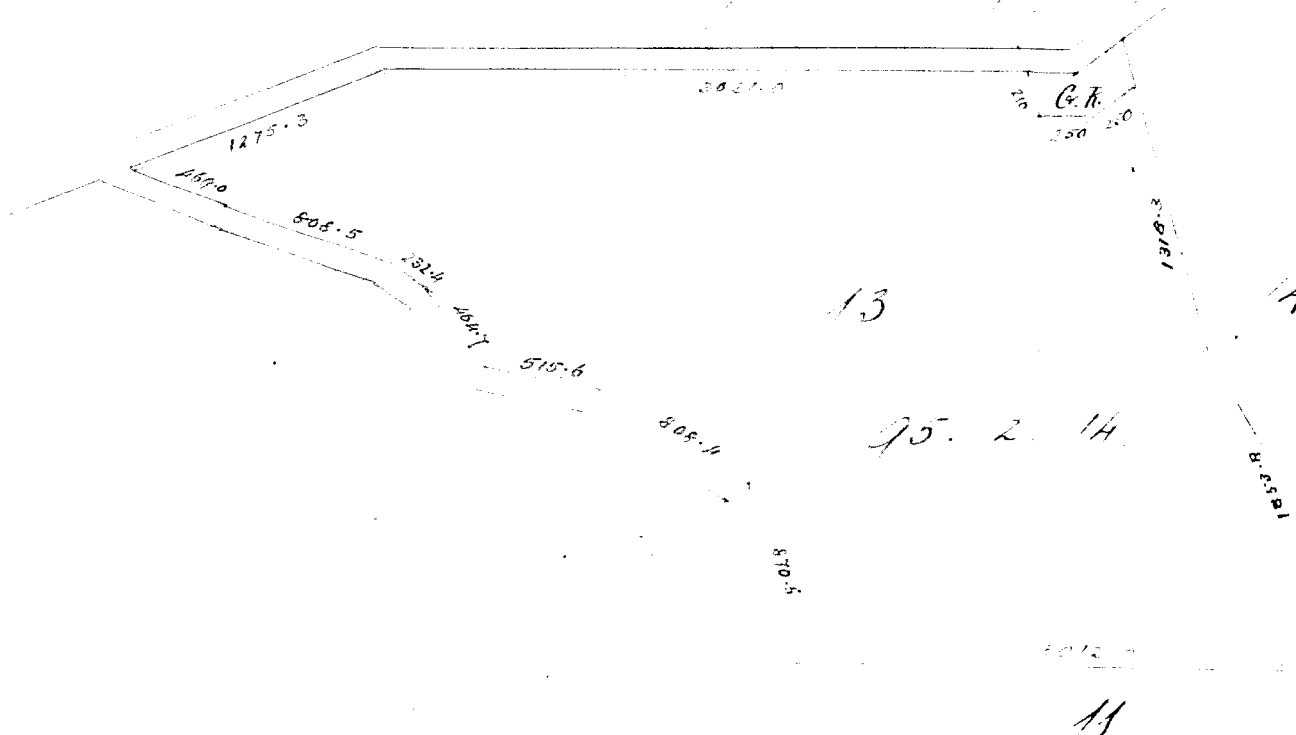
10609129.3 Mortgage to Bank of New Zealand - 1.11.2016 at 3:00 pm





**295407 -** Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 A Deed of Conveyance (S.T. 11537-11523) dated 6<sup>th</sup>  
 December 1920 between Thomas Mather & Charles Albert  
 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's Measure  
 of 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's Measure  
 Stamp £36/10/- 4 pm 21 Auckland

MS Ltd made the sixth day of December One thousand, nine, hundred and  
 twenty between Thomas Mather of Hamilton Farmer and Charles Albert  
 Robinson of Palmerston North Solicitor (hereinafter named the vendors), of the one  
 part and Joseph Mathers of Te Rapa Farmer (hereinafter named the Purchaser)  
 of the other part Witnesseth that In consideration of the sum of Three thousand  
 six hundred and twenty three pounds, ten shillings paid by the Purchaser to  
 the vendors (the receipt of which sum is hereby acknowledged) They the vendors do and  
 each of them doth hereby Convey and Warrant unto the Purchaser All that piece or  
 parcel of land in the Provincial District of  
 Auckland containing Twenty five acres two  
 roods fourteen perches more or less being  
 lot Thirteen on a Plan lodged in the  
 Land Transfer Office at Auckland under  
 Number 14534 which said piece of  
 land is part of a subdivision of lot (Two)  
 containing Four hundred and forty-  
 three acres One rood on a Plan  
 lodged in the Deeds Register Office  
 at Auckland as Number C97 of  
 part of Allotment Two hundred  
 and fifteen Parish of Putere



Bounded towards the North by the Te Rapa - Te Kowhai Road, One thousand  
 two hundred and seventy five and three tenths links and Three thousand and  
 thirty one links towards the East by a Gravel Reserve vested in the Waipā County  
 Council Two hundred and ten links again towards the North by the said Gravel  
 Reserve Two hundred and fifty links and Two hundred and fifty links again  
 towards the East by lot Thirteen on the said Plan Number 14534, One  
 thousand, three hundred and eighteen and three tenths links and One thousand  
 eight hundred and fifty three and eight tenths links towards the South by lot  
 Eleven on the said Plan Number 14534 Three thousand and twelve links and  
 towards the West and Southwest by a road Eight hundred and seventy and  
 five tenths links Eight hundred and eight and four tenths links, Two  
 hundred and fifteen and six tenths links, Four hundred and sixty and  
 seven tenths links, Two hundred and thirty-two and four tenths links, Eight  
 hundred and eight and five tenths links and Four hundred and sixty and  
 seven tenths links

Bell & Speight  
 per J. S. Rust  
 11/5/21

the said equal measurements a little more than as delineated by the  
Plan drawn hereon edged red together with all the rights and appurtenances there-  
unto belonging To Hold become unto the Purchaser. This executory administration  
and assign for ever Provides Always and it is hereby mutually covenanted agreed  
and declared by and between the parties hereto that the drains on or adjoining or  
adjacent to the boundaries of the said piece of land hereby conveyed and the adjoining  
land of the Venans shall at all times be kept clean and in good repair and condition  
by the Venans and the Purchaser and their respective executors administrators and  
assigns (being the owner and occupiers for the time being of the land adjoining a  
drain adjacent to the same who derive benefit therefrom) and such owners shall pay  
the cost thereof in equal shares (that is to say one half by the Venans and one  
half by the Purchaser) or provide the labour and plant necessary for that purpose  
in equal shares as aforesaid And if any such owner shall fail or neglect for  
fourteen days after written notice calling upon him to join in the cleaning out or repair  
of any such drain has been delivered to him or left at his dwelling or posted to him at  
his usual address in the ordinary course of post then the person giving such notice may  
do the said work and recover half the cost thereof from the person to whom he has  
given such notice Provided Further that the Purchaser his executors administrators  
and assigns (the owner and occupiers for the time being of the said piece of land  
and hereby conveyed and of any part thereof) shall be entitled for all time and free of  
charge to drain and discharge water from all drains now or hereafter in or around  
or adjoining the said piece of land or any part thereof into the drains and streams  
in and upon the adjoining land of the Venans by which the said piece of land  
is now drained and to the free and uninterrupted flow and passage of the said  
water through the said drains and streams to the main outlet drain from the  
Venans Canal And such last mentioned streams and drains shall be kept  
properly cleaned out and in good order and condition by the Venans their executors  
administrators and assigns the owner for the time being of the land adjoining  
the same at their own expense and in the event of their failing to do so after a  
legit notice to that effect provided it shall be lawful for the Purchaser  
his executors administrators and assigns (the owner or owners for the time being  
of the land hereby conveyed or any part thereof) to enter upon the said lands through  
which the said streams and drains flow and clean out the same at the expense  
of the adjoining owner or owners for the time being and to recover the cost thereof  
from such adjoining owner or owners And it is further Agreed and Declared  
that inasmuch as the boundaries of the said land are in the case of drains  
(where drains exist) and as ~~some~~ fences are erected along such drains  
such fences shall be deemed to be boundary fences and shall be kept in repair  
and maintained at the joint expenses of the adjoining owners for the time being  
Provided However that the occupation of the land between the centre of the drains  
and such fences shall not be deemed adverse possession thereof or against the  
owner of any such land And it is hereby Agreed and Declared that the covenants  
implied in conveyances by Subsection (d) of section 56 of the Property Law  
Act 1905 shall be implied herein against the Venans and shall include  
the following deeds and documents Numbers 158918, 166365, 166366, 69478  
170239, 173697, 173698, 173699, 173700, 173701, 173702, 17665, 177666,  
179667, 179872, 183045, 183046, 222489, 183424, 256337, 1921889, 92190,  
208480, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488  
258015 and 258016 and Conveyance of 258016 And it is further Declared  
for the purposes of the duty payable under the Finance Acts 1915 & 1918  
(Number two) inclusive that no agreement in writing was entered into between  
the parties in respect of the foregoing transaction

In Witness Whereof the parties present have been executed  
Signed by the said Joshua Mathew }  
In the presence of }  
J. Oloren Law Clerk }  
Signed by the said Charles Albert Houghson by his Attorney }  
Charles James Pears sitting under and by virtue of a Deed }  
of Power bearing date the 23<sup>rd</sup> day of July 1920 }  
deposited in the Land Transfer Office at Auckland (No Number 1864)

C. A. Houghson  
by his Attorney  
C. J. Pears

295408-

in the presence of W. V. Gray Solicitor Hamilton

Stamp 3/- C. J. M. 6/12/20

I Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor named therein and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as number 4864 And that I have not received any notice or information of the revocation of such power by death or otherwise.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statute in that behalf made 1908  
Declared at Hamilton this sixth day of December } C. J. Mears  
1920 Before me  
W. V. Gray, A Solicitor of the Supreme Court of New Zealand



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....



second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ... William Richards Shattock is the owner in fee simple of the land more particularly described in the.. Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers. And whereas the said lands are not within the jurisdiction of any drainage district nor under the ... control of any Drainage Board and whereas the main outlet drain which carries off water from the .... lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the said William Richards Shattock described in the third schedule hereto in the approximate position ... indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ... such portion of the main outlet drain as runs through the land of the said William Richards Shattock. shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time and at all times thereafter keep the same clean free and unobstructed to its full depth and in good order condition and repair Provided however that in the event of the sides of the said drain falling in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of the said drain Provided further that upon any such damage occurring to the said drain the said ..... William Richards Shattock shall immediately upon the same being ascertained notify the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers thereof and in the event of their failing for seven days to repair such damage it shall be lawful for the said William Richards Shattock to repair the same and recover the cost of so doing from the said .... William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the .... said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary for such fence the said William Richards Shattock shall supply all wire and staples necessary and the said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence.. The said William Richards Shattock shall maintain the said fences in good order condition and repair at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and doth hereby guarantee and become and made himself personally responsible to the said William Richards Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

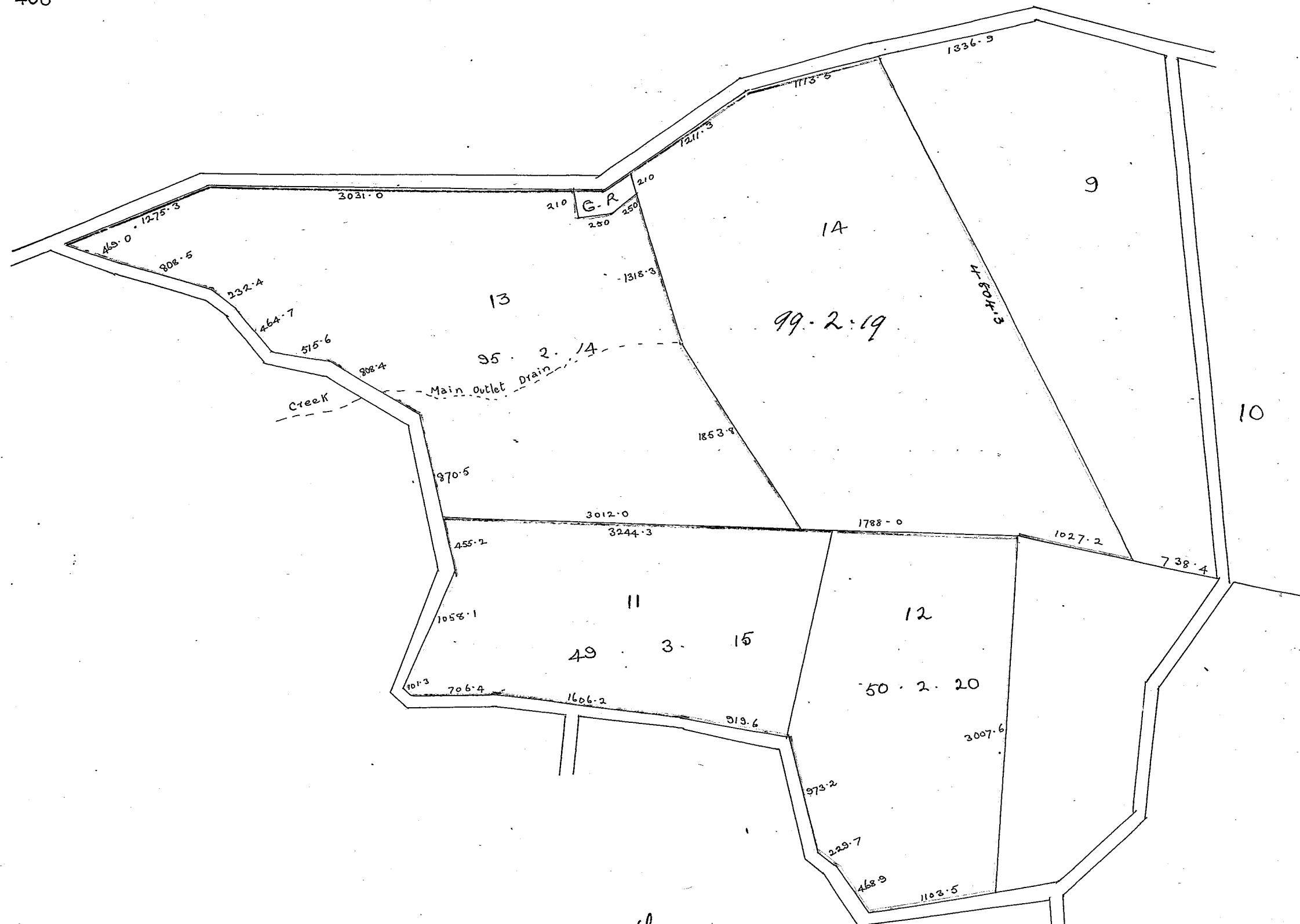
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

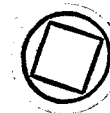
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:

A. M. Hume Pro Richardson







**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **242207**  
**Land Registration District** **South Auckland**  
**Date Issued** 29 May 2006

**Prior References**

SA14B/116

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<b>Estate</b>	Fee Simple
<b>Area</b>	16,4800 hectares more or less
<b>Legal Description</b>	Lot 6 Deposited Plan 359488

**Registered Owners**

Eleanor Mary Robertson, Jillian Anne Marsh and Jennifer Judith Patterson

---

**Interests**

11108769.1 CAVEAT BY MA DEVELOPMENT ENTERPRISES LIMITED - 14.5.2018 at 12:55 pm



# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108769.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:55:34
<b>Lodged By</b>	Paul Allan Chambers

<b>Affected Computer Registers</b>	<b>Land District</b>
242207	South Auckland
SA14B/115	South Auckland
SA14B/117	South Auckland
SA14B/118	South Auckland
SA14B/119	South Auckland

## Registered Proprietor

Jennifer Judith Patterson  
Jillian Anne Marsh  
Eleanor Mary Robertson

## Caveator

Ma Development Enterprises Limited

## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 20 March 2018 between the Registered Proprietors as vendor and Ma Development Enterprises Limited as purchaser.

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

## Address for Service of Caveator

Ma Development Enterprises Limited  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

## Address for Registered Proprietor

Eleanor May Robertson, Jennifer Judith Patterson and Jillian Anne Marsh  
C/- Ellice Tanner Hart  
PO Box 19144  
Hamilton  
New Zealand  
3244

# View Instrument Details

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## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 Paul Allan Chambers as Caveator Representative on 11/05/2018 05:31 PM

**\*\*\* End of Report \*\*\***



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA13B/745  
**Land Registration District** South Auckland  
**Date Issued** 02 September 1971

**Prior References**

SA524/156

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<b>Estate</b>	Fee Simple
<b>Area</b>	13.7188 hectares more or less
<b>Legal Description</b>	Lot 6 Deposited Plan South Auckland 15123

**Registered Owners**

Green Seed Holdings Limited

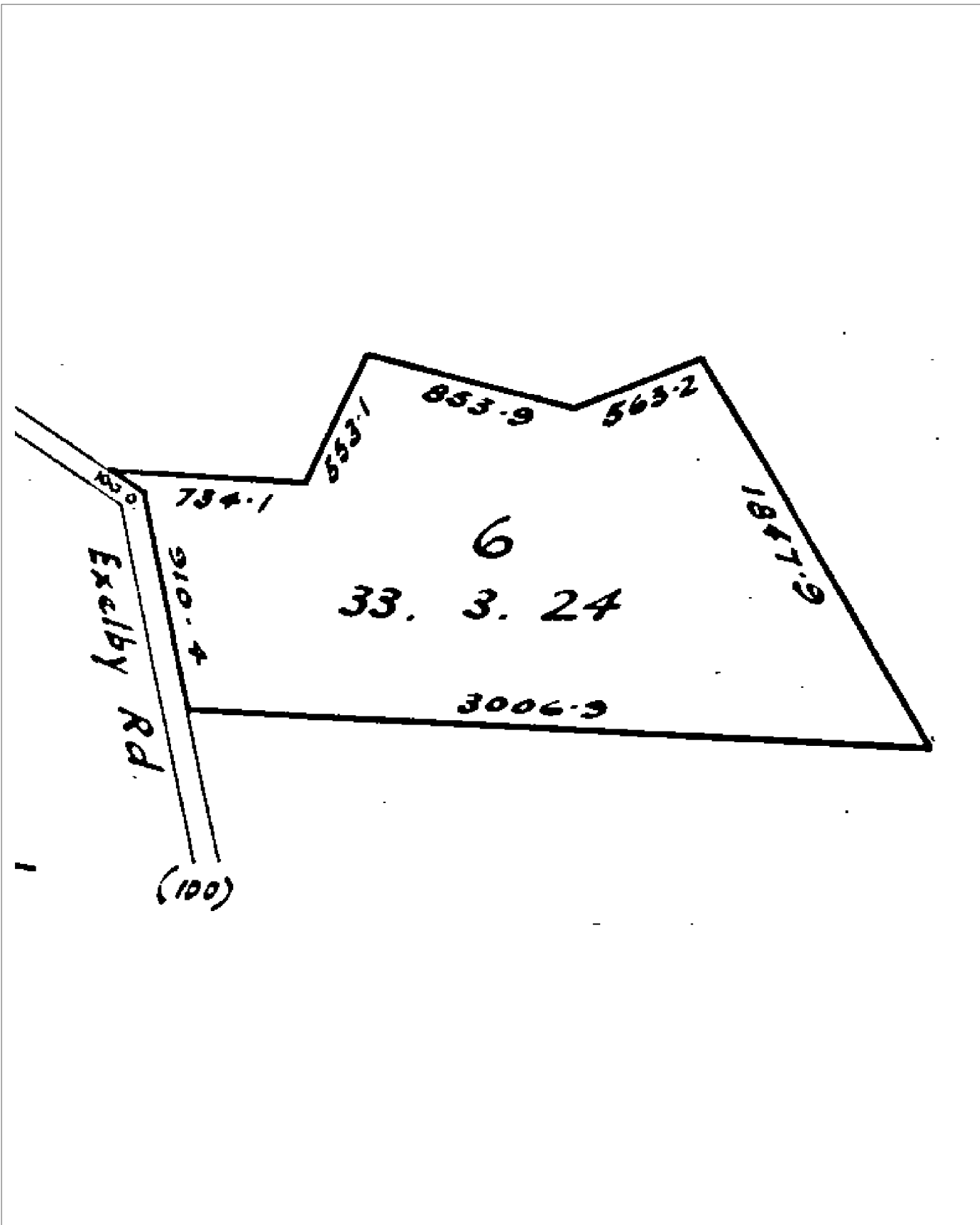
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**Interests**

Subject to drainage rights created by Conveyance 295407 (R355/102)

Subject to drainage rights created by Covenant 339694 (R446/405)

11280346.4 Mortgage to Veda Capital Limited - 15.11.2018 at 3:53 pm



**295407 -** Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 A Deed of Conveyance (S.T. 11537-11523) dated 6<sup>th</sup>  
 December 1920 between Thomas Mather & Charles Albert  
 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's means  
 of the said Thomas Mather & Charles Albert Stamp £36/10/- 4 pm 21 Auckland

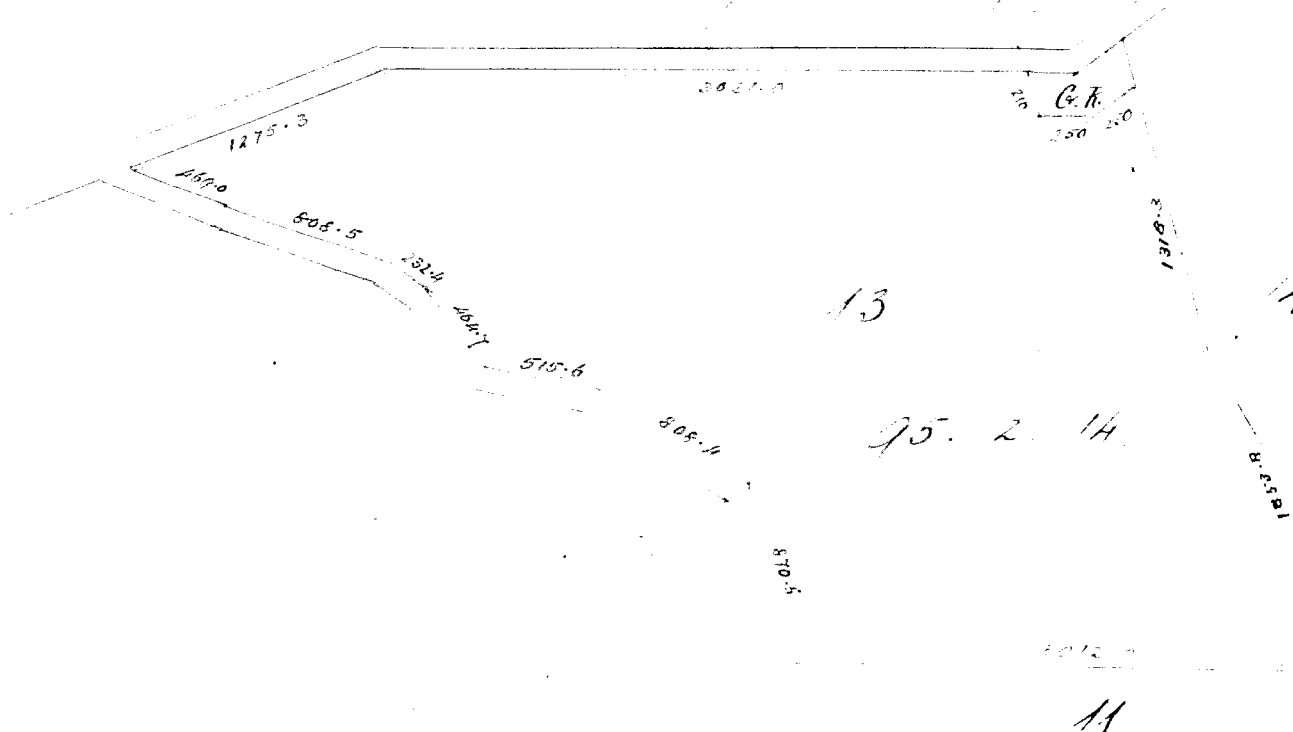
Mrs L. M. Mather made the sixth day of December One thousand, nine, hundred and  
 twenty between Thomas Mather & Charles Albert  
 both of them of the Province of New Zealand (hereinafter named the vendors), of the one  
 part, and Joseph Mather & Te Rapa Tame (hereinafter named the Purchaser)  
 of the other part Witnesseth that in consideration of the sum of Three thousand  
 six hundred and twenty three pounds, ten shillings paid by the Purchaser to  
 the vendors (the receipt of which sum is hereby acknowledged) They the vendors do and  
 each of them doth hereby convey and assure unto the Purchaser all that piece or  
 parcel of land in the Provincial District of

Auckland containing Twenty five acres two  
 roods fourteen perches more or less being  
 lot Thirteen on a Plan lodged in the  
 Land Transfer Office at Auckland under

Number 14534 which said piece of  
 land is part of a subdivision of lot (two)  
 containing Four hundred and forty-  
 three acres One rood on a Plan  
 lodged in the Deeds Register Office  
 at Auckland as Number C97 of  
 part of Allotment Two hundred  
 and fifteen Parish of Putere

Bounded towards the North by the Te Rapa - Te Kowhai Road, One thousand  
 two hundred and seventy five and three tenths links and Three thousand and  
 thirty one links towards the East by a Gravel Reserve vested in the Waipā County  
 Council Two hundred and ten links again towards the North by the said Gravel  
 Reserve Two hundred and fifty links and Two hundred and fifty links again  
 towards the East by lot Thirteen on the said Plan Number 14534, One  
 thousand, three hundred and eighteen and three tenths links and One thousand  
 eight hundred and fifty three and eight tenths links towards the South by lot  
 Eleven on the said Plan Number 14534 Three thousand and twelve links and  
 towards the West and Southwest by a road Eight hundred and seventy and  
 five tenths links Eight hundred and eight and four tenths links, Two  
 hundred and fifteen and six tenths links, Four hundred and sixty and  
 seven tenths links Two hundred and thirty-two and four tenths links, Eight  
 hundred and eight and five tenths links and Four hundred and sixty and

Bell & Speight  
 per J. S. Bell  
 11/5/21







in the presence of W. V. Gray Solicitor Hamilton

Stamp 3/- C. J. M. 6/12/20

I Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as number 4864 And that I have not received any notice or information of the revocation of such power by death or otherwise.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statute in that behalf made 1908  
 Declared at Hamilton this sixth day of December } C. J. Mears  
 1920 Before me  
 W. V. Gray, A Solicitor of the Supreme Court of New Zealand



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....

second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

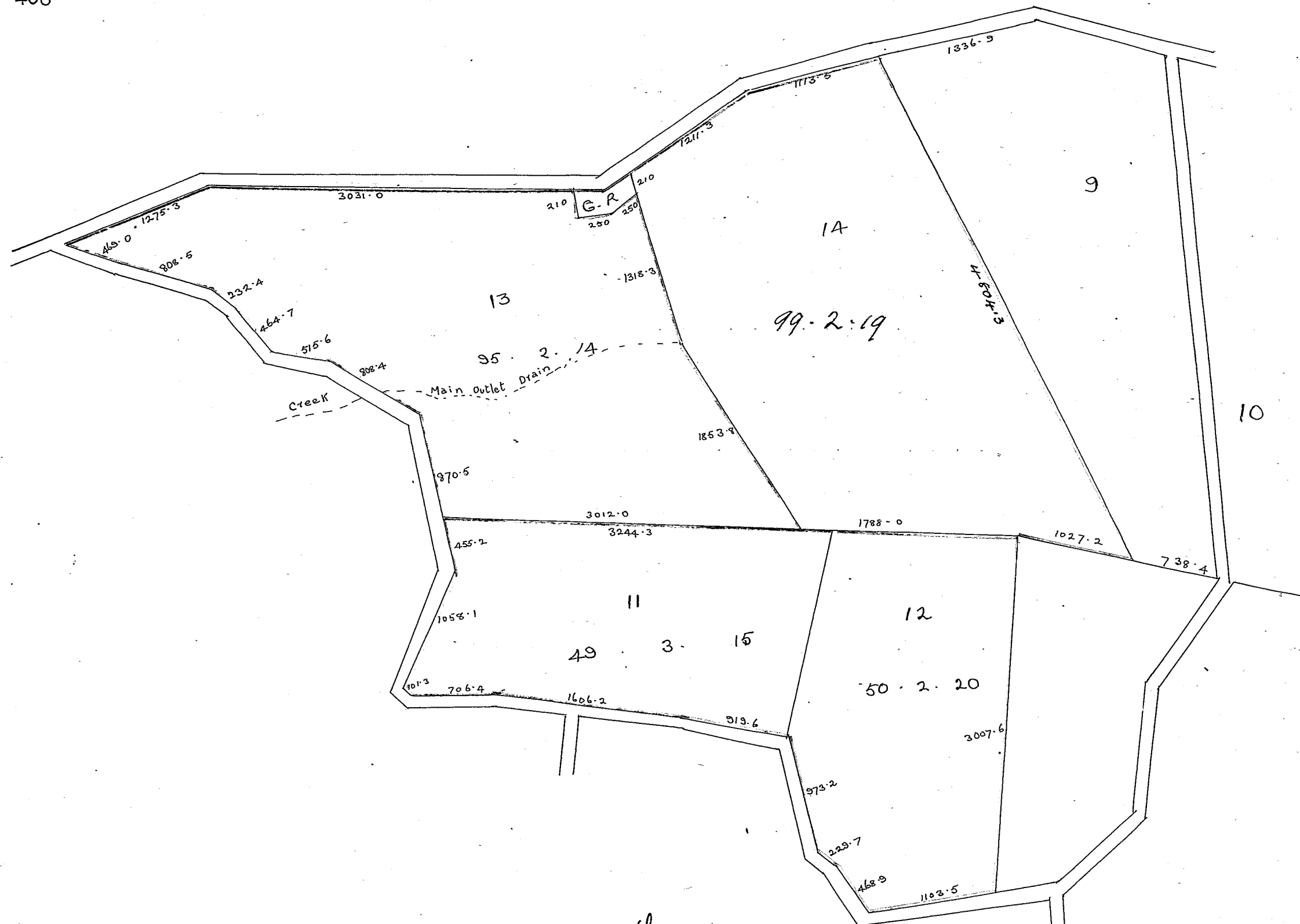
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

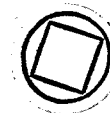
E. J. Mears, Solicitor, Hamilton.

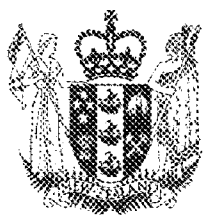


Compared copy and received No. 339694 This 18<sup>th</sup>. day of December 1924

WITNESS:

A. M. Hume Pro Richardson





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA14B/117  
**Land Registration District** South Auckland  
**Date Issued** 04 May 1972

**Prior References**

SA1252/73

---

<b>Estate</b>	Fee Simple
<b>Area</b>	4.0469 hectares more or less
<b>Legal Description</b>	Lot 9 Deposited Plan South Auckland 15255

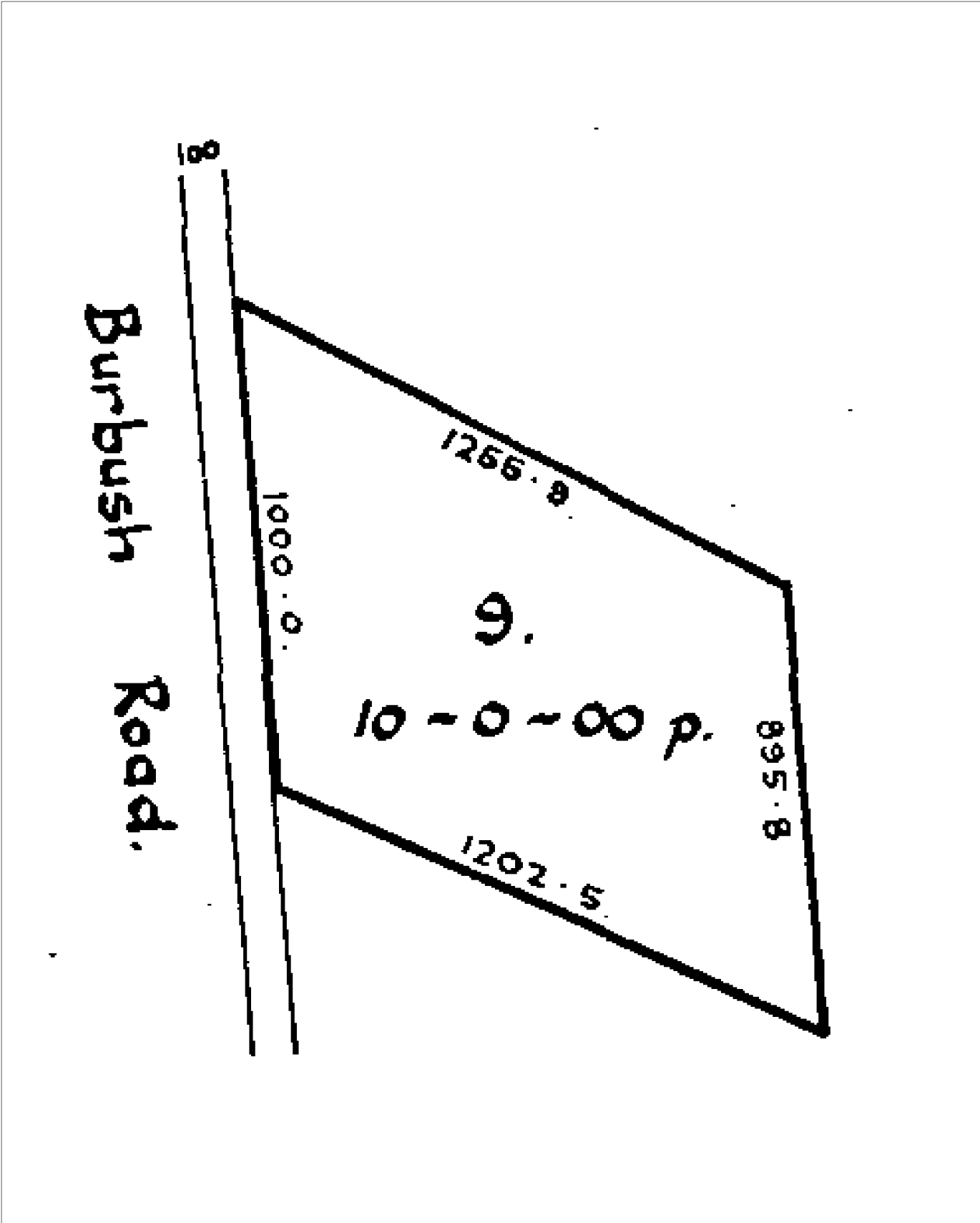
**Registered Owners**

Eleanor Mary Robertson, Jillian Anne Marsh and Jennifer Judith Patterson

---

**Interests**

11108769.1 CAVEAT BY MA DEVELOPMENT ENTERPRISES LIMITED - 14.5.2018 at 12:55 pm



# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108769.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:55:34
<b>Lodged By</b>	Paul Allan Chambers

<b>Affected Computer Registers</b>	<b>Land District</b>
242207	South Auckland
SA14B/115	South Auckland
SA14B/117	South Auckland
SA14B/118	South Auckland
SA14B/119	South Auckland

## Registered Proprietor

Jennifer Judith Patterson  
Jillian Anne Marsh  
Eleanor Mary Robertson

## Caveator

Ma Development Enterprises Limited

## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 20 March 2018 between the Registered Proprietors as vendor and Ma Development Enterprises Limited as purchaser.

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

## Address for Service of Caveator

Ma Development Enterprises Limited  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

## Address for Registered Proprietor

Eleanor May Robertson, Jennifer Judith Patterson and Jillian Anne Marsh  
C/- Ellice Tanner Hart  
PO Box 19144  
Hamilton  
New Zealand  
3244



# View Instrument Details

---

## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 ☒

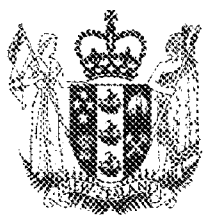
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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 Paul Allan Chambers as Caveator Representative on 11/05/2018 05:31 PM

**\*\*\* End of Report \*\*\***



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA14B/118  
**Land Registration District** South Auckland  
**Date Issued** 04 May 1972

**Prior References**

SA1252/73

---

<b>Estate</b>	Fee Simple
<b>Area</b>	4.0469 hectares more or less
<b>Legal Description</b>	Lot 10 Deposited Plan South Auckland 15255

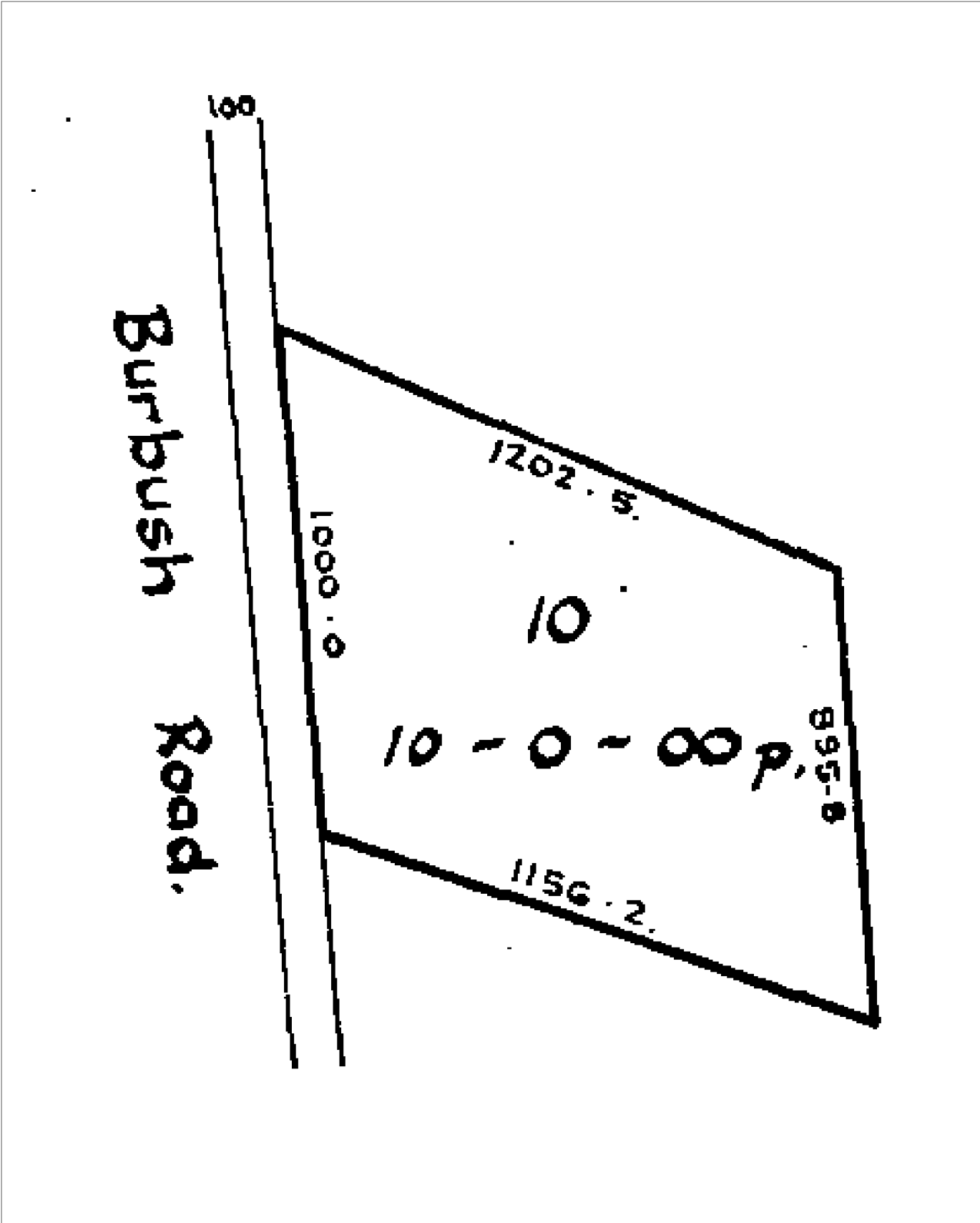
**Registered Owners**

Eleanor Mary Robertson, Jillian Anne Marsh and Jennifer Judith Patterson

---

**Interests**

11108769.1 CAVEAT BY MA DEVELOPMENT ENTERPRISES LIMITED - 14.5.2018 at 12:55 pm



# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108769.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:55:34
<b>Lodged By</b>	Paul Allan Chambers

---

<b>Affected Computer Registers</b>	<b>Land District</b>
242207	South Auckland
SA14B/115	South Auckland
SA14B/117	South Auckland
SA14B/118	South Auckland
SA14B/119	South Auckland

---

## Registered Proprietor

Jennifer Judith Patterson  
Jillian Anne Marsh  
Eleanor Mary Robertson

## Caveator

Ma Development Enterprises Limited

## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 20 March 2018 between the Registered Proprietors as vendor and Ma Development Enterprises Limited as purchaser.

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

## Address for Service of Caveator

Ma Development Enterprises Limited  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

## Address for Registered Proprietor

Eleanor May Robertson, Jennifer Judith Patterson and Jillian Anne Marsh  
C/- Ellice Tanner Hart  
PO Box 19144  
Hamilton  
New Zealand  
3244

# View Instrument Details

---

## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 ☒

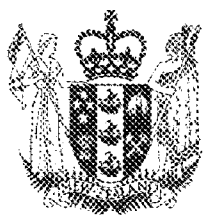
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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 Paul Allan Chambers as Caveator Representative on 11/05/2018 05:31 PM

**\*\*\* End of Report \*\*\***



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA14B/119  
**Land Registration District** South Auckland  
**Date Issued** 04 May 1972

**Prior References**

SA1252/73

---

<b>Estate</b>	Fee Simple
<b>Area</b>	4.0469 hectares more or less
<b>Legal Description</b>	Lot 11 Deposited Plan South Auckland 15255

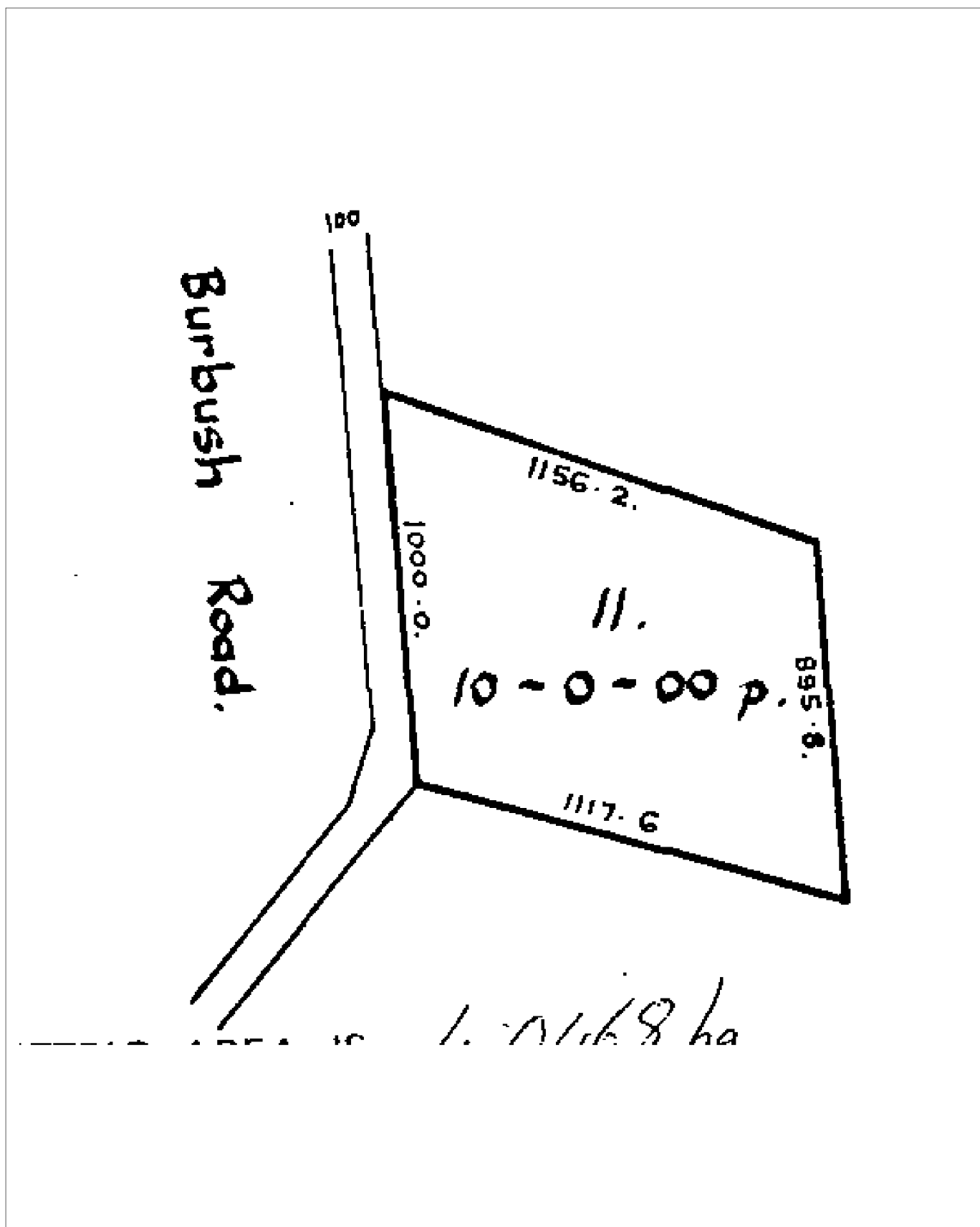
**Registered Owners**

Eleanor Mary Robertson, Jillian Anne Marsh and Jennifer Judith Patterson

---

**Interests**

11108769.1 CAVEAT BY MA DEVELOPMENT ENTERPRISES LIMITED - 14.5.2018 at 12:55 pm



# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108769.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:55:34
<b>Lodged By</b>	Paul Allan Chambers

<b>Affected Computer Registers</b>	<b>Land District</b>
242207	South Auckland
SA14B/115	South Auckland
SA14B/117	South Auckland
SA14B/118	South Auckland
SA14B/119	South Auckland

## Registered Proprietor

Jennifer Judith Patterson  
Jillian Anne Marsh  
Eleanor Mary Robertson

## Caveator

Ma Development Enterprises Limited

## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 20 March 2018 between the Registered Proprietors as vendor and Ma Development Enterprises Limited as purchaser.

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

## Address for Service of Caveator

Ma Development Enterprises Limited  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

## Address for Registered Proprietor

Eleanor May Robertson, Jennifer Judith Patterson and Jillian Anne Marsh  
C/- Ellice Tanner Hart  
PO Box 19144  
Hamilton  
New Zealand  
3244





# View Instrument Details

---

## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 ☒

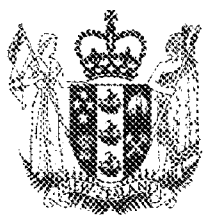
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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 Paul Allan Chambers as Caveator Representative on 11/05/2018 05:31 PM

**\*\*\* End of Report \*\*\***



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA14B/110  
**Land Registration District** South Auckland  
**Date Issued** 04 May 1972

**Part-Cancelled**

**Prior References**

SA1252/73

---

<b>Estate</b>	Fee Simple
<b>Area</b>	4.4667 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan South Auckland 15254

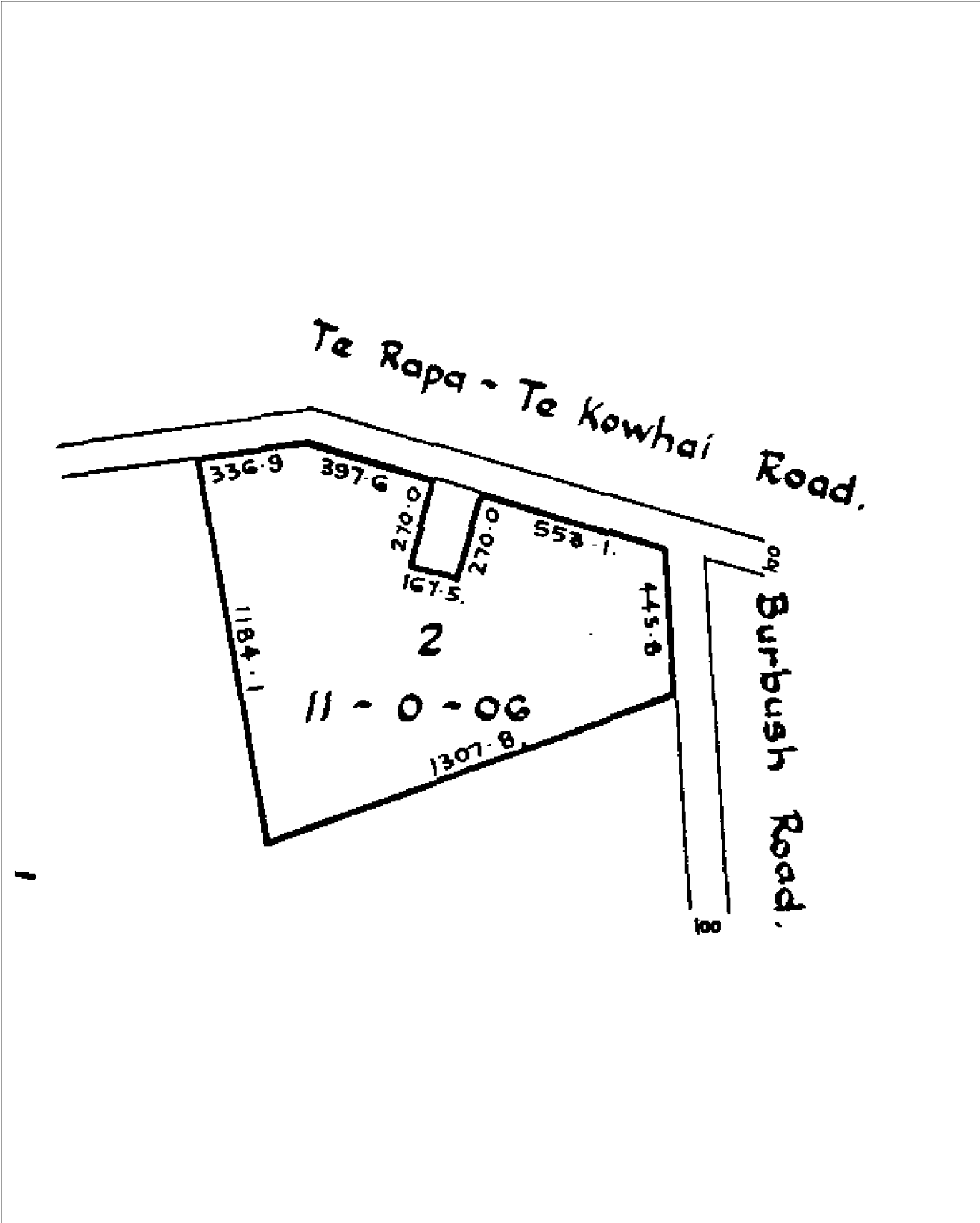
**Registered Owners**

Christopher Byron Laird as to a 1/3 share  
Phillip Ross Laird as to a 1/3 share  
Kathryn Elizabeth Laird as to a 1/3 share

---

**Interests**

8972775.1 Gazette Notice (2012 p273) declares Section 1 SO 416499 (1126m<sup>2</sup>) herein and Section 2 SO 416499 (2320m<sup>2</sup>) herein to be road and vested in Her Majesty the Queen - 10.2.2012 at 2:11 pm  
11108127.1 CAVEAT BY MA DEVELOPMENT ENTERPRISES LIMITED - 14.5.2018 at 12:51 pm



# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108127.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:51:36
<b>Lodged By</b>	Paul Allan Chambers

---

<b>Affected Computer Registers</b>	<b>Land District</b>
SA14B/110	South Auckland

---

## Registered Proprietor

Kathryn Elizabeth Laird  
Phillip Ross Laird  
Christopher Byron Laird

---

## Caveator

Ma Development Enterprises Limited

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## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 20 March 2018 between the Registered Proprietors as vendor and Ma Development Enterprises Limited as purchaser.

---

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

---

## Address for Service of Caveator

Ma Development Enterprises Limited  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

---

## Address for Registered Proprietor

Christopher Byron Laird, Phillip Ross Laird and Kathryn Elizabeth Laird  
C/- Ellice Tanner Hart  
PO Box 19144  
Hamilton  
New Zealand  
3244

---

## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 ☒

# View Instrument Details

---

## Caveator Certifications

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 Paul Allan Chambers as Caveator Representative on 11/05/2018 05:25 PM

**\*\*\* End of Report \*\*\***



# View Instrument Details

Instrument No.	8972775.1
Status	Registered
Date & Time Lodged	10 Feb 2012 14:11
Lodged By	Cooper, Louise Helen
Instrument Type	Gazette Notice/Order in Council/Proclamation

*Toitu te*  
**Land whenua**  
**Information**  
New Zealand



---

Affected Computer Registers	Land District
SA14B/110	South Auckland
SA14B/115	South Auckland

---

**Annexure Schedule:** Contains 1 Page.

---

## Signature

Signed by Joanna Dorothy Cassidy as Crown or Territorial Authority Representative on 09/02/2012 12:09 PM

**\*\*\* End of Report \*\*\***

Extract from *New Zealand Gazette*, 2/2/2012, No. 11, p. 273

---

**Land Declared Road—State Highway 1 Te Rapa Bypass, Te Kowhai Road, Hamilton City**

Pursuant to section 114 of the Public Works Act 1981, and to a delegation from the Minister for Land Information, Ronald Alistair Jolly, Land Information New Zealand, declares the land described in the Schedule to this notice to be road and shall vest in the Crown on the date of publication hereof in the *New Zealand Gazette*.

***South Auckland Land District—Hamilton City***

**Schedule**

Area m <sup>2</sup>	Description
1126	Part Lot 2 DPS 15254; shown as Section 1 on SO 416499 (part Computer Freehold Register SA14B/110).
2320	Part Lot 2 DPS 15254; shown as Section 2 on SO 416499 (part Computer Freehold Register SA14B/110).
1407	Part Lot 7 DPS 15255; shown as Section 3 on SO 416499 (part Computer Freehold Register SA14B/115).

Dated at Wellington this 21st day of December 2011.

R. A. JOLLY, for the Minister for Land Information.

(LINZ CPC 2007/12351, CPC 2007/11976)


ln586

---



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA14B/115  
**Land Registration District** South Auckland  
**Date Issued** 04 May 1972

**Part-Cancelled**

**Prior References**

SA1252/73

---

<b>Estate</b>	Fee Simple
<b>Area</b>	4.0823 hectares more or less
<b>Legal Description</b>	Lot 7 Deposited Plan South Auckland 15255

**Registered Owners**

Eleanor Mary Robertson, Jillian Anne Marsh and Jennifer Judith Patterson

---

**Interests**

8972775.1 Gazette Notice (2012 p273) declares Section 3 SO 416499 (1407m<sup>2</sup>) herein to be road and vested in Her Majesty the Queen - 10.2.2012 at 2:11 pm

11108769.1 CAVEAT BY MA DEVELOPMENT ENTERPRISES LIMITED - 14.5.2018 at 12:55 pm



METRIC AREA IS 4.0823 ha

**Blk XVI Newcastle S. D.**

Te Rapa - Te Kowhai Road

Burbush Road

279.4

451.2

451.7

7.

1603.2

10

0

14.0p.

2153.8

330.0

# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108769.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:55:34
<b>Lodged By</b>	Paul Allan Chambers

<b>Affected Computer Registers</b>	<b>Land District</b>
242207	South Auckland
SA14B/115	South Auckland
SA14B/117	South Auckland
SA14B/118	South Auckland
SA14B/119	South Auckland

## Registered Proprietor

Jennifer Judith Patterson  
Jillian Anne Marsh  
Eleanor Mary Robertson

## Caveator

Ma Development Enterprises Limited

## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 20 March 2018 between the Registered Proprietors as vendor and Ma Development Enterprises Limited as purchaser.

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

## Address for Service of Caveator

Ma Development Enterprises Limited  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

## Address for Registered Proprietor

Eleanor May Robertson, Jennifer Judith Patterson and Jillian Anne Marsh  
C/- Ellice Tanner Hart  
PO Box 19144  
Hamilton  
New Zealand  
3244

# View Instrument Details

---

## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 Paul Allan Chambers as Caveator Representative on 11/05/2018 05:31 PM

**\*\*\* End of Report \*\*\***



# View Instrument Details

Instrument No.	8972775.1
Status	Registered
Date & Time Lodged	10 Feb 2012 14:11
Lodged By	Cooper, Louise Helen
Instrument Type	Gazette Notice/Order in Council/Proclamation

*Toitu te*  
**Land whenua**  
**Information**  
New Zealand



---

Affected Computer Registers	Land District
SA14B/110	South Auckland
SA14B/115	South Auckland

---

**Annexure Schedule:** Contains 1 Page.

---

## Signature

Signed by Joanna Dorothy Cassidy as Crown or Territorial Authority Representative on 09/02/2012 12:09 PM

**\*\*\* End of Report \*\*\***

Extract from *New Zealand Gazette*, 2/2/2012, No. 11, p. 273

---

**Land Declared Road—State Highway 1 Te Rapa Bypass, Te Kowhai Road, Hamilton City**

Pursuant to section 114 of the Public Works Act 1981, and to a delegation from the Minister for Land Information, Ronald Alistair Jolly, Land Information New Zealand, declares the land described in the Schedule to this notice to be road and shall vest in the Crown on the date of publication hereof in the *New Zealand Gazette*.

***South Auckland Land District—Hamilton City***

**Schedule**

Area m <sup>2</sup>	Description
1126	Part Lot 2 DPS 15254; shown as Section 1 on SO 416499 (part Computer Freehold Register SA14B/110).
2320	Part Lot 2 DPS 15254; shown as Section 2 on SO 416499 (part Computer Freehold Register SA14B/110).
1407	Part Lot 7 DPS 15255; shown as Section 3 on SO 416499 (part Computer Freehold Register SA14B/115).

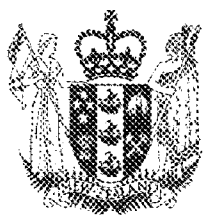
Dated at Wellington this 21st day of December 2011.

R. A. JOLLY, for the Minister for Land Information.

(LINZ CPC 2007/12351, CPC 2007/11976)

ln586

---



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 755895  
**Land Registration District** South Auckland  
**Date Issued** 02 September 2016

**Prior References**

SA13B/743

---

<b>Estate</b>	Fee Simple
<b>Area</b>	4.2547 hectares more or less
<b>Legal Description</b>	Section 23 Survey Office Plan 495676

**Registered Owners**

Jianfeng Zhou

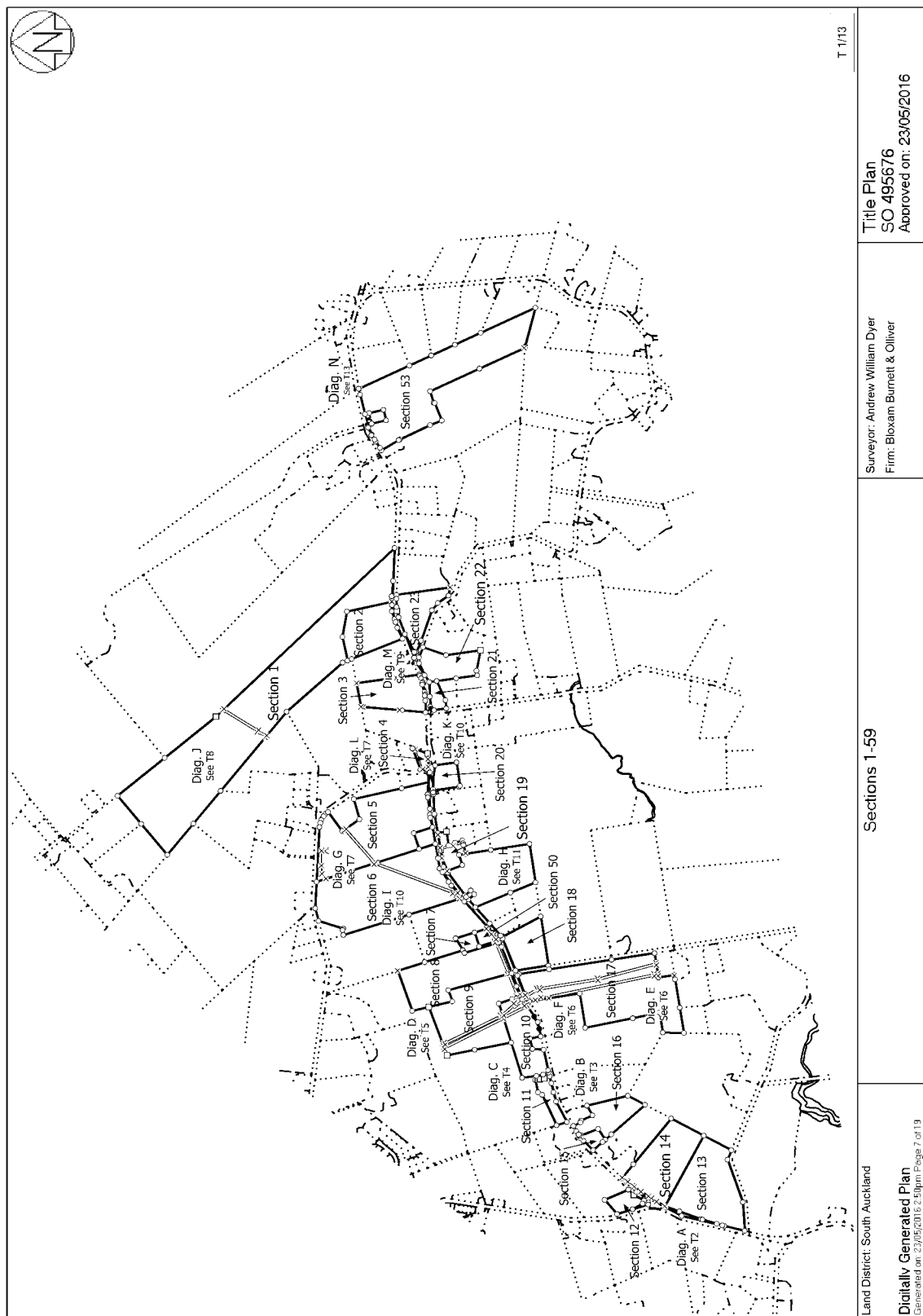
---

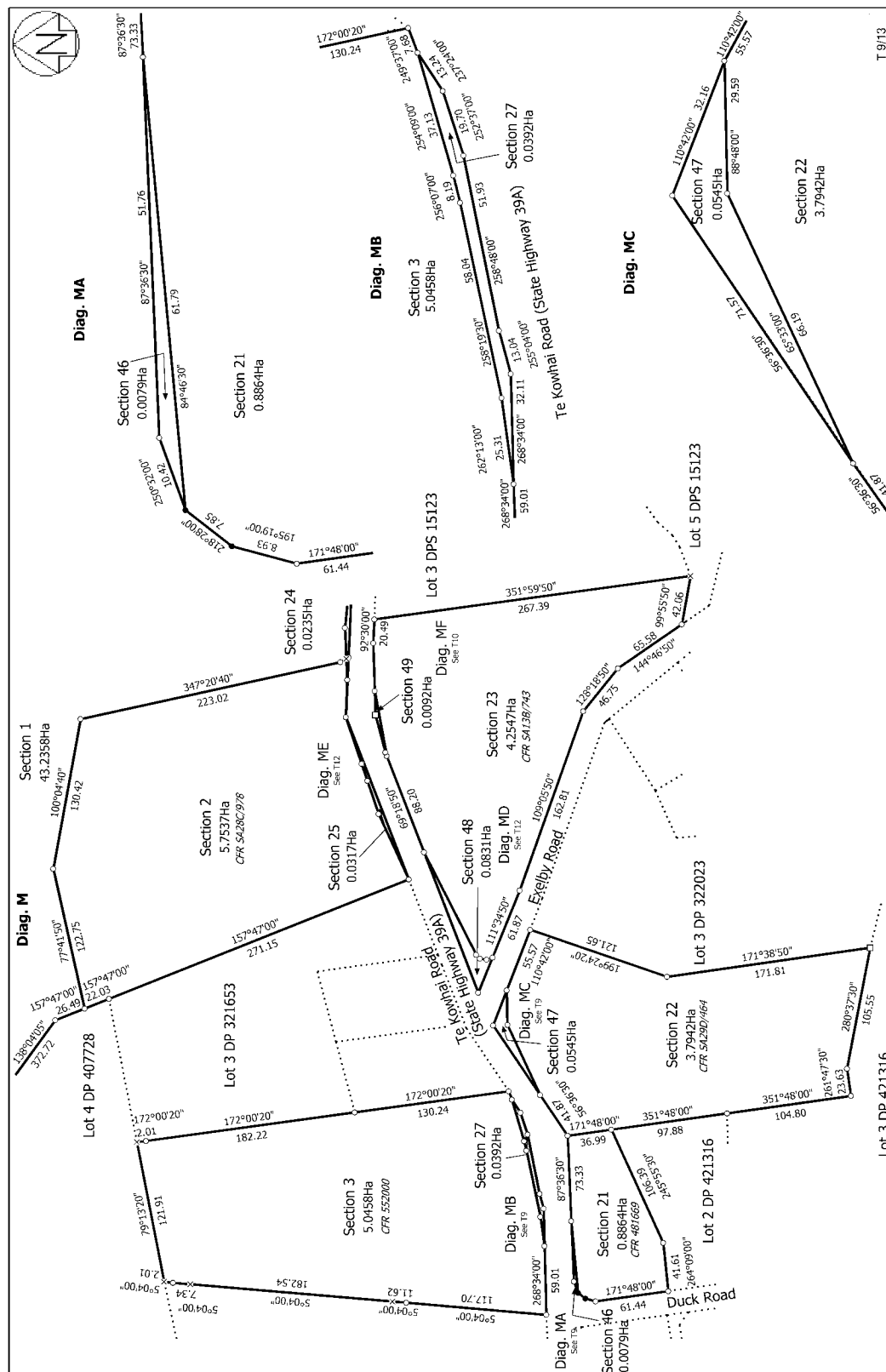
**Interests**

Subject to a drainage easement created by Conveyance 295407 (R355/102) - 21.3.1921 at 3:00 pm

Subject to a drainage easement created by Covenant 339694 (R446/405) - 10.11.1924 at 10:20 am

H434217 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Waipa County Council -  
11.10.1982 at 9:17 am





and District: South Auckland	Sections 1-59	Surveyor: Andrew William Dyer Firm: Bloxam Burnett & Olliver	Title Plan SO 495876 Approved on: 23/05/2016
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**295407 -** Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 A Deed of Conveyance (S.T. 11537-11523) dated 6<sup>th</sup>  
 December 1920 between Thomas Mather & Charles Albert  
 13 on D.P. 14534, area 215 acres, where S.T. 11537 MacKinnon's Measure  
 of 130 acres, Hamilton's Stamp £36/10/- & per 21 Auckland

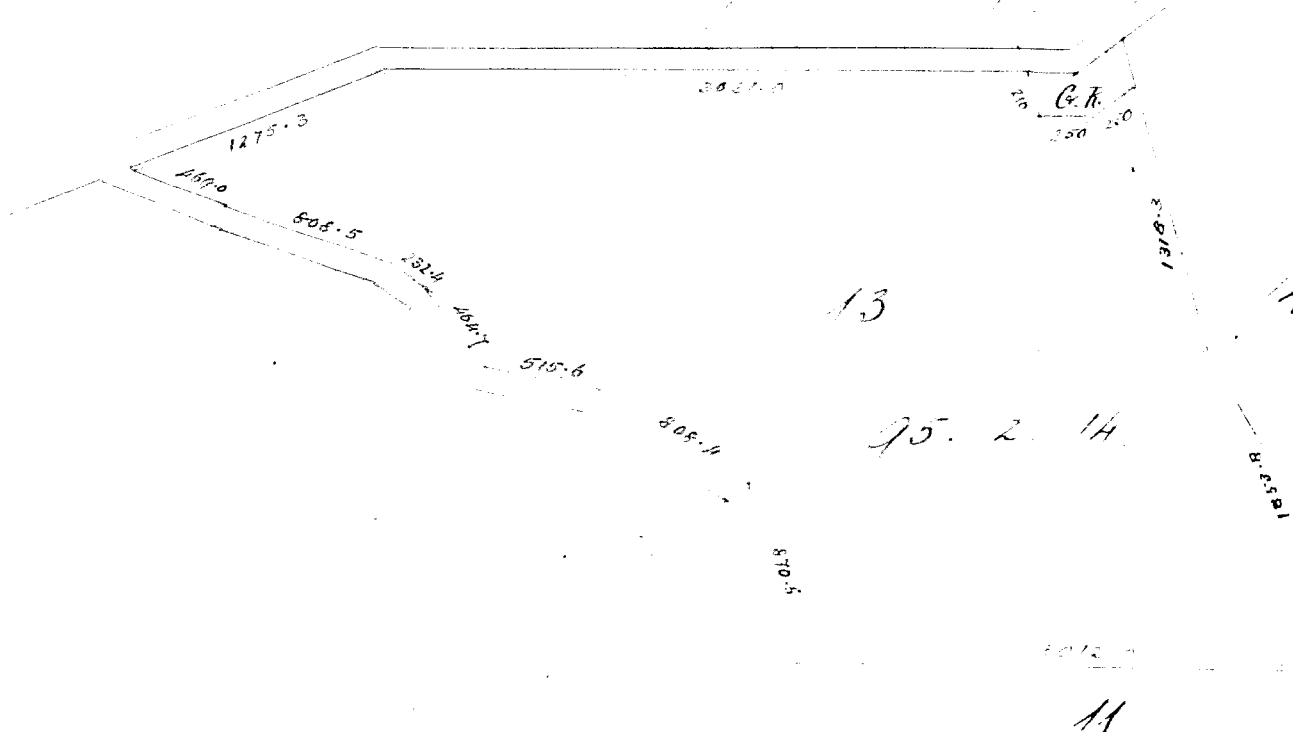
Mrs Lill made the sixth day of December One thousand, nine, hundred and  
 twenty between Thomas Mather of Hamilton Farmer and Charles Albert  
 Robinson of Palmerston North Solicitor (hereinafter named the vendors), of the one  
 part and Joseph Mathers of Te Rapa Farmer (hereinafter named the Purchaser)  
 of the other part Witnesseth that in consideration of the sum of Three thousand  
 six hundred and twenty three pounds, ten shillings paid by the Purchaser to  
 the vendors (the receipt of which sum is hereby acknowledged) They the vendors do and  
 each of them doth hereby convey and assure unto the Purchaser all that piece or  
 parcel of land in the Provincial District of

Auckland containing Twenty five acres two  
 roods fourteen perches more or less being  
 lot Thirteen on a Plan lodged in the  
 Land Transfer Office at Auckland under

Number 14534 which said piece of  
 land is part of a subdivision of lot (two)  
 containing Four hundred and forty-  
 three acres One rood on a Plan  
 lodged in the Deeds Register Office  
 at Auckland as Number C97 of  
 part of Allotment Two hundred  
 and fifteen Parish of Putere

Bounded towards the North by the Te Rapa - Te Kowhai Road, One thousand  
 two hundred and seventy five and three tenths links and Three thousand and  
 thirty one links towards the East by a Gravel Reserve vested in the Waipā County  
 Council Two hundred and ten links again towards the North by the said Gravel  
 Reserve Two hundred and fifty links and Two hundred and fifty links again  
 towards the East by lot Thirteen on the said Plan Number 14534, One  
 thousand, three hundred and eighteen and three tenths links and One thousand  
 eight hundred and fifty three and eight tenths links towards the South by lot  
 Eleven on the said Plan Number 14534 Three thousand and twelve links and  
 towards the West and Southwest by a road Eight hundred and seventy and  
 five tenths links Eight hundred and eight and four tenths links, Two  
 hundred and fifteen and six tenths links, Four hundred and sixty and  
 seven tenths links Two hundred and thirty-two and four tenths links, Eight  
 hundred and eight and five tenths links and Four hundred and sixty and

Bell & Speight  
 per J. S. Bell  
 11/5/21



the said equal measurements a little more than as delineated by the  
Plan drawn hereon edged red together with all the rights and appurtenances there-  
unto belonging To Hold become unto the Purchaser. This executory administration  
and assign for ever Provides Always and it is hereby mutually covenanted agreed  
and declared by and between the parties hereto that the drains on or adjoining or  
adjacent to the boundaries of the said piece of land hereby conveyed and the adjoining  
land of the Venans shall at all times be kept clean and in good repair and condition  
by the Venans and the Purchaser and their respective executors administrators and  
assigns (being the owner and occupiers for the time being of the land adjoining a  
drain adjacent to the same who derive benefit therefrom) and such owners shall pay  
the cost thereof in equal shares (that is to say one half by the Venans and one  
half by the Purchaser) or provide the labour and plant necessary for that purpose  
in equal shares as aforesaid And if any such owner shall fail or neglect for  
fourteen days after written notice calling upon him to join in the cleaning out or repair  
of any such drain has been delivered to him or left at his dwelling or posted to him at  
his usual address in the ordinary course of post then the person giving such notice may  
do the said work and recover half the cost thereof from the person to whom he has  
given such notice Provided Further that the Purchaser his executors administrators  
and assigns (the owner and occupiers for the time being of the said piece of land  
and hereby conveyed and of any part thereof) shall be entitled for all time and free of  
charge to drain and discharge water from all drains now or hereafter in or around  
or adjoining the said piece of land or any part thereof into the drains and streams  
in and upon the adjoining land of the Venans by which the said piece of land  
is now drained and to the free and uninterrupted flow and passage of the said  
water through the said drains and streams to the main outlet drain from the  
Venans Canal And such last mentioned streams and drains shall be kept  
properly cleaned out and in good order and condition by the Venans their executors  
administrators and assigns the owner for the time being of the land adjoining  
the same at their own expense and in the event of their failing to do so after a  
legit notice to that effect provided it shall be lawful for the Purchaser  
his executors administrators and assigns (the owner or owners for the time being  
of the land hereby conveyed or any part thereof) to enter upon the said lands through  
which the said streams and drains flow and clean out the same at the expense  
of the adjoining owner or owners for the time being and to recover the cost thereof  
from such adjoining owner or owners And it is further Agreed and Declared  
that inasmuch as the boundaries of the said land are in the case of drains  
(where drains exist) and as ~~some~~ fences are erected along such drains  
such fences shall be deemed to be boundary fences and shall be kept in repair  
and maintained at the joint expenses of the adjoining owners for the time being  
Provided However that the occupation of the land between the centre of the drains  
and such fences shall not be deemed adverse possession thereof or against the  
owner of any such land And it is hereby Agreed and Declared that the covenants  
implied in conveyances by Subsection (d) of section 56 of the Property Law  
Act 1905 shall be implied herein against the Venans and shall include  
the following deeds and documents Numbers 158918, 166365, 166366, 69478  
170239, 173697, 173698, 173699, 173700, 173701, 173702, 17665, 177666,  
179667, 179872, 183045, 183046, 222489, 183424, 256337, 1921889, 92190,  
208480, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488  
258015 and 258016 and Conveyance of 258016 And it is further Declared  
for the purposes of the duty payable under the Finance Acts 1915 & 1918  
(Number two) inclusive that no agreement in writing was entered into between  
the parties in respect of the foregoing transaction

In Witness Whereof the parties hereto have hereunto signed  
Signed by the said Joshua Mathew }  
In the presence of }  
J. O'Brien Law Clerk }  
Signed by the said Charles Albert Houghson by his Attorney }  
Charles James Pears sitting under and by virtue of a Deed }  
of Power bearing date the 23<sup>rd</sup> day of July 1920 }  
deposited in the Land Registry Office at Dublin (No Number 1864)

C. A. Houghson  
by his Attorney  
E. J. Sheehy

295408

in the presence of W. V. Gray Solicitor Hamilton

Stamp 3/- C. J. M. 6/12/20

I Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor named therein under and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty under the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as number 4864 And that I have not received any notice or information of the revocation of such power by death or otherwise.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutes of the Peace Act 1908

Declared at Hamilton this sixth day of December } C. J. Mears

1920 Before me

W. V. Gray, A Solicitor of the Supreme Court of New Zealand



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

JOSHUA MATHERS 1st part

WILLIAM RAYMOND ALLEN  
AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....



second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ... William Richards Shattock is the owner in fee simple of the land more particularly described in the.. Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers. And whereas the said lands are not within the jurisdiction of any drainage district nor under the ... control of any Drainage Board and whereas the main outlet drain which carries off water from the .... (sic) J.M. W.R.S. W.B. W.R.A. N.P.A. lands described in the schedules hereto ~~is-a-natural-water-course-which~~ runs through the land of the said William Richards Shattock described in the third schedule hereto in the approximate position ... indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ... such portion of the main outlet drain as runs through the land of the said William Richards Shattock. shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first (sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A. day of August one thousand nine hundred and twenty ~~four~~ /five/ for the purpose of deepening the said main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time and at all times thereafter keep the same clean free and unobstructed to its full depth and in good order condition and repair Provided however that in the event of the sides of the said drain falling in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of the said drain Provided further that upon any such damage occurring to the said drain the said ..... William Richards Shattock shall immediately upon the same being ascertained notify the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers thereof and in the event of their failing for seven days to repair such damage it shall be lawful for the said William Richards Shattock to repair the same and recover the cost of so doing from the said .... William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the .... said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary for such fence the said William Richards Shattock shall supply all wire and staples necessary and the said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence.. The said William Richards Shattock shall maintain the said fences in good order condition and repair at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and doth hereby guarantee and become and made himself personally responsible to the said William Richards Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

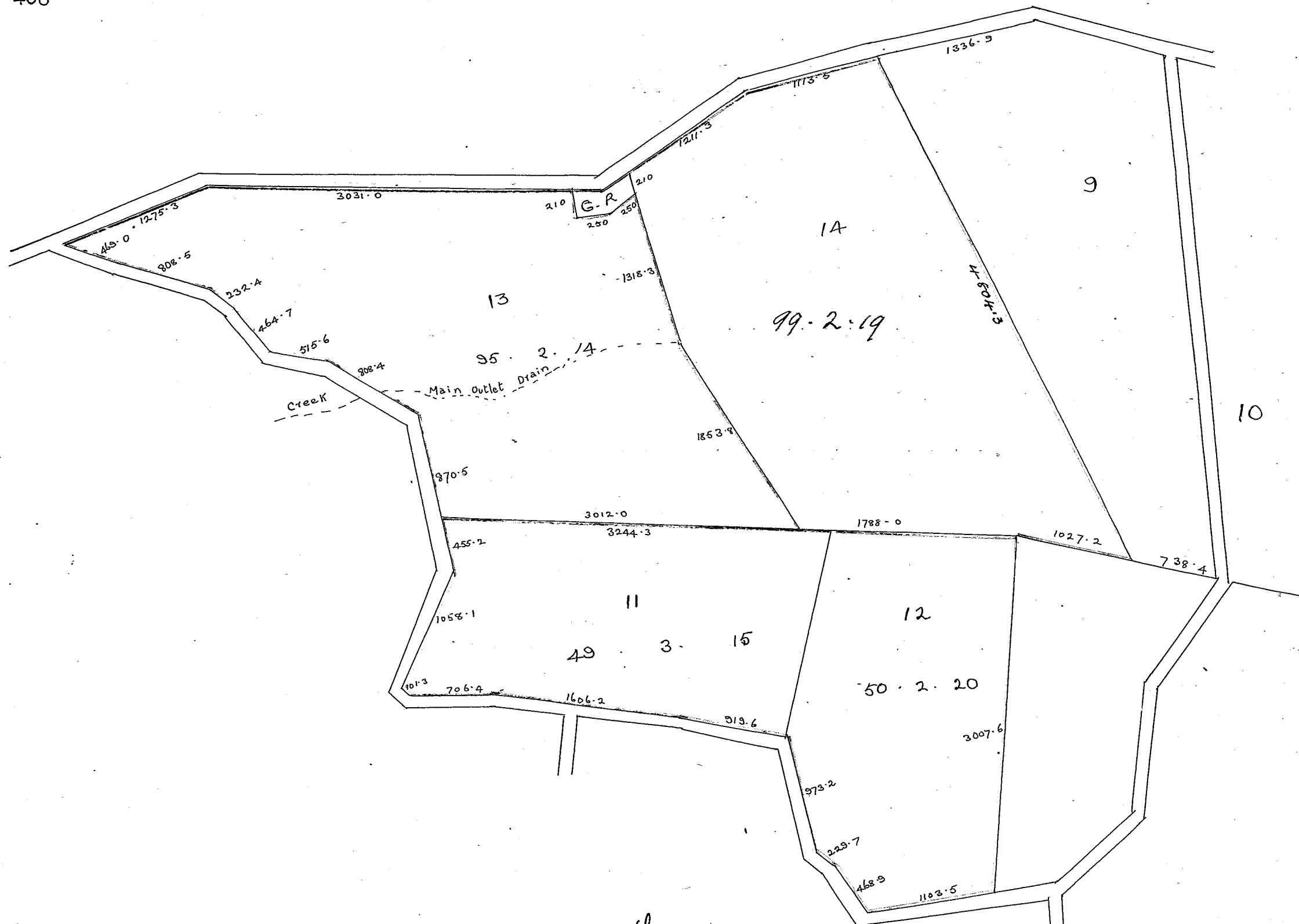
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

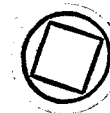
E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup>. day of December 1924

WITNESS:

A. M. Hume Pro Richardson



THE WAIKATO DISTRICT COUNCIL a body corporate the successor to the Waipa County Council pursuant to the provisions of the Local Government (Waikato Region) Reorganisation Order 1989 (New Zealand Gazette number 99 page 2460) acting pursuant to Section 230 of the Local Government Act 1974.

H 434217 CC

IN THE MATTER of the Land  
Transfer Act 1952

A N D

IN THE MATTER of Section 19 of  
the Public Works  
Act 1981

A N D

IN THE MATTER of Compensation  
Certificate No.  
H.434217 (South  
Auckland Land  
Registry)

DISCHARGE

~~WITHDRAWAL~~ OF COMPENSATION CERTIFICATE

PURSUANT to Section 19 of the Public Works Act 1981 the WAIKATO DISTRICT COUNCIL, ~~\* formerly the WAIKATO COUNTY COUNCIL~~, HEREBY APPLIES for Compensation Certificate H.434217, which has been lodged in respect of the land in the schedule hereto, to be withdrawn from Certificate of Title 41A/399.

SCHEDULE

All that parcel of land containing 39.7781 hectares more or less being part Lot 14 on Deposited Plan 14534 and being part Allotment 215 Parish of Pukete and being all the land comprised and described in Certificate of Title 41A/399 (South Auckland Registry)

TOGETHER WITH AND SUBJECT TO:

Drainage Easements contained in Conveyance No. 295405 and (R.355/98) and Covenant 339694 (R.446/405) and together with Water Easement created by Transfer S.118449.

DATED this 10<sup>th</sup> day of June 1992

\* *MP*  
SIGNED by *W. J. McWhorter*  
Acting General Manager, Waikato District )  
Council in the presence of: )

*K. L. Macdonald*  
*Management Secretary*  
*Hamilton*



IN THE MATTER of the Land Transfe  
Act 1952

A N D

IN THE MATTER of Section 19 of t  
Public Works Act 19

A N D

IN THE MATTER of Compensati  
Certificate No.  
H.434217 (South  
Auckland Land  
Registry)

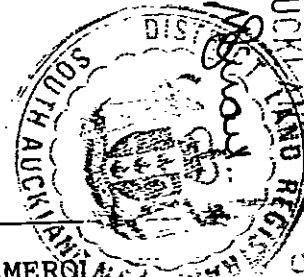
THE WAIKATO-DISTRICT COUNCIL

Applicant

WITHDRAWAL  
CE

ON 1.12 01.OCT 92 B 105602-12

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY SOUTH AUCKLAND  
ASST LAND REGISTRAR...  
WA/399  
H434217



CAMERO  
SOLICITORS  
HAMILTON  
2705wocc.6

*SR hold with H.434217*

COMPENSATION CERTIFICATE

TO: THE DISTRICT LAND REGISTRAR  
HAMILTON

no....

PURSUANT to Section 19 of the Public Works Act 1981 the WAIPA COUNTY COUNCIL HEREBY APPLIES for this Compensation Certificate to be..... deposited in the Land Registry Office at Hamilton and for a memorial thereof to be registered against the titles to the land thereby..... affected.

(a) Description of Land affected:-

FIRST an estate in fee simple in all that parcel of land..... containing FORTY DECIMAL TWO ONE THREE NOUGHT HECTARES ..... (40.2130 ha.) more or less being Lot 14 on D.P. 14534 and..... being part Allotment 215 Parish of Pukete and being all the... land comprised in Certificate of Title Volume 1009 folio 44... (South Auckland Registry)

AND SECONDLY an estate in fee simple in all that parcel of... land containing FOUR DECIMAL THREE SIX FIVE FIVE HECTARES..... (4.3655 ha.) more or less being Lot 4 on D. P. S. 15123 being part Allotment 215 Parish of Pukete and being all the land.... comprised and described in Certificate of Title Volume 13B.... folio 743.

(b) Brief particulars of Agreement:-

FIRST An agreement dated 5th day of November 1976 for the.... acquisition of part of the land first above described..... containing ONE HUNDRED AND EIGHTY SQUARE METRES (180 m<sup>2</sup>)..... approximately for road

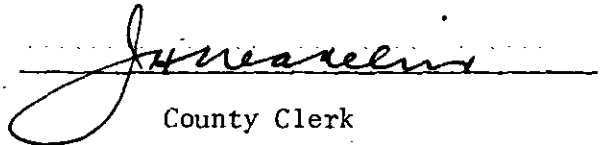
AND SECONDLY An agreement dated 3rd day of November 1976 for the acquisition of part of the land secondly above described.. containing TWO HUNDRED AND FORTY SQUARE METRES (240 m<sup>2</sup>)..... approximately for road.

(c) Names and addresses of parties to Agreement:-

FIRST ADRIAN WRIGHT VICKERS of Te Kowhai farmer and...  
CATHERINE MARGARET JANE VICKERS his wife/as to...  
the agreement first above described.  
and MICHAEL WRIGHT VICKERS of Te Kowhai farmer  
AND SECONDLY ALFRED GORDON COLVEN of Te Kowhai jockey and....  
TUI COLVEN his wife as to the agreement secondly  
above described.

(d) A copy of the Agreement may be inspected at the Office of.....  
the Waipa County Council, Bank Street, Te Awamutu, between the  
hours of 8.30 a.m. and 5.00 p.m. on the days when the office..  
is open for business and may be referred to as the "Te Rapa-..  
Te Kowhai Road Re-alignment File No 4/23/9 S.O. Plan No 49316"

DATED at Te Awamutu this 9th day of August 1982

  
County Clerk

Correct for the purposes of the  
Land Transfer Act 1952

THE WAIPA COUNTY COUNCIL

Applicant

*A. Philby Allen*

Solicitor for the Applicant

8105602.2 Discharged as to the land  
in or 41A/399 - 1.10.1992 at 11.12.92

*Amour*  
*HR*

1000

THE LAND TRANSFER ACT 1952  
THE ABOVE DOCUMENTS ARE R

COMPENSATION CERTIFICATE



Oct 11 9 17 AM '82

District Land Registry  
Hamilton No. 2

**H**

4:34217  
41A/398

1009/14 138/74.3

*John D. Dwyer*

①  
*Comp. Cert.*

SWARBRICK & SWARBRICK  
SOLICITORS  
TE AWAMUTU





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



**Identifier** **744793**  
**Land Registration District** **South Auckland**  
**Date Issued** 24 June 2016

**Prior References**

SA55B/969

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<b>Estate</b>	Fee Simple
<b>Area</b>	19.7807 hectares more or less
<b>Legal Description</b>	Section 53 Survey Office Plan 495676

**Registered Owners**

Jennifer Judith Patterson, Keith Patterson and Eltan Trust Management Limited

---

**Interests**

Appurtenant hereto is a drainage right created by Conveyance 295405 (R355/98)

Subject to a drainage right created by Conveyance 295405 (R355/98)

Appurtenant hereto is a drainage right created by Covenant 339694 (R446/405)

5251841.1 Mortgage to ASB Bank Limited - 13.6.2002 at 2:33 pm

9742661.4 Variation of Mortgage 5251841.1 - 3.6.2014 at 4:15 pm

11108147.1 CAVEAT BY MA DEVELOPMENT ENTERPRISES LIMITED - 14.5.2018 at 12:53 pm

# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under s137 Land Transfer Act 1952
<b>Instrument No</b>	11108147.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	14/05/2018 12:53:40
<b>Lodged By</b>	Paul Allan Chambers

---

<b>Affected Computer Registers</b>	<b>Land District</b>
744793	South Auckland

---

## Registered Proprietor

Jennifer Judith Patterson  
Keith Patterson  
Eltan Trust Management Limited

---

## Caveator

Ma Development Enterprises Limited

---

## Estate or Interest claimed

Pursuant to an agreement for sale and purchase dated 20 March 2018 between the Registered Proprietors as vendor and Ma Development Enterprises Limited as purchaser.

---

## Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

---

## Address for Service of Caveator

Ma Development Enterprises Limited  
C/- Anderson Creagh Lai  
Level 1, 110 Customs Street West  
Auckland  
New Zealand  
1010

---

## Address for Registered Proprietor

Jennifer Judith Patterson, Keith Patterson and Eltan Trust Management Limited  
C/- Ellice Tanner Hart  
PO Box 19144  
Hamilton  
New Zealand  
3244

---

## Caveator Certifications

I certify that I have the authority to act for the Caveator 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 ☒

# View Instrument Details

---

## Caveator Certifications

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 Paul Allan Chambers as Caveator Representative on 11/05/2018 05:24 PM

**\*\*\* End of Report \*\*\***

**295405 -**

Received for Registration the 21<sup>st</sup> day of March 1921 at 3 pm.  
 N.A. Nelson Acting Deputy Registrar @ 311/537 A11522 Dated 6<sup>th</sup>  
 December 1920 Joshua Mathers & Son to Herbert William Sly Conveyance  
 of lot 14 of outdivison of lot 2 of part allotment 215 Parish of Pukekohe 311/537  
 MacDiarmid Shewan and Gray Executors Hamilton. Stamp £40/1/- & Jan 21 Ackd.

This Deed made the sixth day of December One thousand nine hundred  
 and twenty Between Joshua Mathers of Hamilton Farmer and  
 Charles Albert Houghman of Palmerston North Solicitor (hereinafter called  
 the Vendors) of the one part and Herbert William Sly of Le Rapa Farmer  
 (hereinafter termed the Purchaser) of the other part Witnesseth that for  
 consideration of the sum of Three thousand nine hundred and eighty four  
 pounds paid by the Purchaser to the Vendors (the receipt of which sum is  
 hereby acknowledged) the Vendors do and each of them doth hereby convey

3 all & spirit  
 per J. & B. Burt  
 11/5/21





fences and shall be kept in repair and maintained at the joint expense of the adjoining owners for the time being. Provided However that the occupation of land between the centre of the drains and such fences shall not be deemed a nuisance or obstruction thereof against the owner of any such land. And it is hereby Agreed and Declared that the covenants imposed in Conveyances by Sub-section (d) of Section 56 of The Property Law Act 1908 shall be applied herein against the Vendee and shall include the following deeds and documents Numbers 158918, 166365, 166366, 169478, 170239, 173697, 173698, 173699, 173700, 173701, 173702, 179665, 179666, 179667, 179872, 183045, 183046, 222489, 183424, 256551, 192189, 192190, 208980, 209162, 209163, 209164, 210731, 210732, 210733, 210734, 222487, 222488, 258015, 258016 and Reconveyance of 258016. And it is further Declared for the purposes of the duty payable under The Finance Acts 1915 to 1918 (Number Two) inclusive that no agreement in writing was entered into between the parties in regard to the foregoing transaction.

In Witness Whereof the foregoing have been executed.  
Signed by the said Joshua Mathers  
In the presence of

Signed by the said Charles Albert Loughnan by his Attorney Edward James Mears acting under and by virtue of a Deed Poll in Power of Attorney dated the 23<sup>rd</sup> day of July 1920 deposited in the Land Transfer Office at Auckland as Number 4864 in the presence of  
H. P. Grey Solicitor Hamilton.

Charles Albert Loughnan  
by his Attorney  
E. J. Mears

Stamp 3/ 6/12/20 Lfm.  
Edward James Mears of Hamilton in the Provincial District of Auckland Solicitor do solemnly and sincerely declare that I have executed the above-written Deed in the name and on behalf of Charles Albert Loughnan of Palmerston North Solicitor. named therein under and by virtue of a Power of Attorney dated the 23<sup>rd</sup> day of July One thousand nine hundred and twenty signed the hand of the said Charles Albert Loughnan and deposited in the Land Transfer Office at Auckland as Number 4864. And that I have not received any notice or information of the revocation of such power by death or otherwise.  
And I make this solemn declaration believing conscientiously believing the same to be true and by virtue of the provisions of The Justices of the Peace Act 1908  
Declared at Hamilton this 21<sup>st</sup> day  
of December 1920 Before me  
H. P. Grey A Solicitor of the Supreme Court of New Zealand.



339694 (R446/405) YEC

Image Quality due  
to Condition  
of Original

339694

Received for Registration at 10.20

a.m. 10 Nov. 1924. H.H.Osmers

Deputy Registrar Deeds Auckland

Record: 3446/405 (I.S.)

Index: 4333,521,522

Dated 2nd July 1924

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AND ANOR. 2nd part

WILLIAM BOOTH AND ANOR 3rd part

WILLIAM RICHARDS  
SHATTOCK 4th part

COVENANT re DRAINAGE. 3W.537

MacDiarmid Mears & Gray,  
Solicitors, Hamilton

William Sly in payment of the sum secured by the said Deed of Mortgage and in the observance and performance of the covenants therein contained or implied as to enable the said Joshua Mathers to exercise the power of sale contained and implied in the said mortgage And whereas the said Herbert William Sly subsequently became bankrupt and the Official Assignee in his Estate abandoned and renounced all claim to the said land And whereas by Agreement bearing date the twenty first day of August one thousand nine hundred and twenty three the said Joshua Mathers in exercise of the Power of Sale contained in the said mortgage and of every other power him thereunto enabling agreed to sell the said piece of land to the said William Raymond Allen and Norman Pollock Allen And whereas the said Joshua Mathers is also the mortgagee under and by virtue of Deed of Mortgage Number 295404 from the said William Booth and .....

N.Z. THIS DEED made the 2nd day of July one.  
Stamp duty 12/6 thousand nine hundred and twenty four BETWEEN JOSHUA .  
Auckland 23 JL 24 MATHERS of Hamilton in the provincial district of ....  
Auckland farmer of the first part WILLIAM RAYMOND ALLEN and NORMAN  
POLLOCK ALLEN both of Te Rapa near Hamilton aforesaid farmers of .  
the second part WILLIAM BOOTH and VINCENT BOOTH both of Te Kowhai  
in the said provincial district farmers of the third part and ....  
WILLIAM RICHARDS SHATTOCK of Te Kowhai aforesaid farmer of the ...  
fourth part Whereas by Deed of Mortgage bearing date the sixth day  
of December one thousand nine hundred and twenty and registered in  
the Deeds Register Office at Auckland as Number 295406 one Herbert  
William Sly mortgaged to the said Joshua Mathers all that piece or  
parcel of land more particularly described in the first schedule .  
hereto and whereas such default was made by the said Herbert .....



second

Vincent Booth of the land more particularly described in the/schedule hereto and whereas the said ...  
 William Richards Shattock is the owner in fee simple of the land more particularly described in the..  
 Third schedule hereto subject to Deed of Mortgage Number 302348 in favour of the said Joshua Mathers.  
 And whereas the said lands are not within the jurisdiction of any drainage district nor under the ...  
 control of any Drainage Board and whereas the main outlet drain which carries off water from the ....  
 lands described in the schedules hereto <sup>(sic) J.M. W.R.S. W.B. W.R.A. N.P.A.</sup> ~~is-a-natural-water-course-which~~ runs through the land of the.  
 said William Richards Shattock described in the third schedule hereto in the approximate position ...  
 indicated by dotted lines on the plan drawn hereon and the other parties hereto are desirous that ...  
 such portion of the main outlet drain as runs through the land of the said William Richards Shattock.  
 shall be deepened by approximately two feet And whereas the said William Richards Shattock has agreed  
 to the said drain being deepened subject <sup>to</sup> the following covenants and conditions Now therefore it is .  
 hereby mutually covenanted agreed and declared as follows:- . . . . .

1. The said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth shall  
 be at liberty to enter upon the land of the said William Richards Shattock at any time up to the first  
 day of August one thousand nine hundred and twenty <sup>(sic) J.M. W.R.S. V.B. W.B. W.R.A. N.P.A.</sup> ~~four~~ /five/ for the purpose of deepening the said.  
 main outlet drain by ~~two~~ feet as aforesaid. . . . .

2. All spoil removed by the said William Raymond Allen, Norman Pollock Allen, William Booth and .  
 Vincent Booth or their contractors or employees from the said drain shall be evenly spread over the .  
 land of the said William Richards Shattock adjacent to the said drain doing thereby as little damage.  
 as possible to the surface of the said land. . . . .

3. Upon the said drain being so deepened the said William Richards Shattock will from time to time.  
 and at all times thereafter keep the same clean free and unobstructed to its full depth and in good .  
 order condition and repair Provided however that in the event of the sides of the said drain falling.  
 in or any slips occurring therein the said William Raymond Allen and Norman Pollock Allen and William  
 Booth and Vincent Booth shall bear the whole cost of removing such slips and repairing the banks of .  
 the said drain Provided further that upon any such damage occurring to the said drain the said .....  
 William Richards Shattock shall immediately upon the same being ascertained notify the said William .  
 Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth and Joshua Mathers there-  
 of and in the event of their failing for seven days to repair such damage it shall be lawful for the.  
 said William Richards Shattock to repair the same and recover the cost of so doing from the said ....  
 William Raymond Allen, Norman Pollock Allen and William Booth and Vincent Booth. . . . .

4. For the purpose of effecting any repairs provided for by the preceding paragraph hereof the ....  
 said William Raymond Allen, Norman Pollock Allen and Vincent Booth and William Booth and Joshua Mathers  
 shall be at liberty to enter upon the land of the said William Richards Shattock adjacent to the said  
 drain at any time. . . . .

5. The said drain is already fenced on one side and a fence shall forthwith be erected on the other  
 side. The said William Booth and Vincent Booth shall supply all posts strainers and battens necessary  
 for such fence the said William Richards Shattock shall supply all wire and staples necessary and the  
 said William Raymond Allen and Norman Pollock Allen shall supply the labour for erecting such fence..  
 The said William Richards Shattock shall maintain the said fences in good order condition and repair.  
 at his own expense so as to prevent stock having access to the said drain. . . . .

6/ The said Joshua Mathers as mortgagee of the said pieces of land consents to these presents and .  
 doth hereby guarantee and become and made himself personally responsible to the said William Richards  
 Shattock for the due and punctual observance and performance of all and singular the obligations of .

the said William Raymond Allen and Norman Pollock Allen and William Booth and Vincent Booth hereunder and it is hereby expressly declared that no delay giving of time indulgence or waiver on the part of the said William Richards Shattock shall operate or be construed to release the said Joshua Mathers from his obligations hereunder or any of them provided always and it is hereby agreed and declared that the obligations of the said Joshua Mathers hereunder shall extend only so long as he is mortgagee of the lands of the said William Raymond Allen and Norman Pollock Allen or William Booth and Vincent Booth or either of them. . . . .

7. These presents shall not in any way affect the rights and liabilities of the parties hereto in respect to covenants regarding drainage embodied in the conveyances of the said land from Mathers and Loughnan. . . . .

8. These presents shall be binding upon and enure to the benefit of the parties hereto and their and each of their respective executors administrators and assigns owners for the time being of the lands respectively described in the schedules hereto. In witness whereof these presents have been executed.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land in the provincial district of Auckland containing ninety nine acres two roods nineteen perches more or less being lot fourteen on plan lodged in the Land Transfer Office at Auckland under Number 14534 which said piece of land is part of a subdivision of lot two containing four hundred and forty three acres one rood on the plan lodged in the Deeds Office at Auckland as Number C97 of part of allotment two hundred and fifteen Parish of Pukete as delineated by the plan drawn hereon and edged red marked "A". . . . .

#### SECOND SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing one hundred acres one rood thirty five perches more or less being lots eleven and twelve on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "B". . . . .

#### THIRD SCHEDULE

ALL THAT piece or parcel of land in the provincial district aforesaid containing ninety five acres 2 roods fourteen perches more or less being lot thirteen on the aforesaid plan Number 14534 of the subdivision aforesaid as delineated on the plan drawn hereon edged red and marked "C". . . . .

SIGNED by the said Joshua Mathers } Jos. Mathers  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.

SIGNED by the said William Raymond Allen and Norman } W. R. Allen  
Pollock Allen in the presence of: } Norman P. Allen

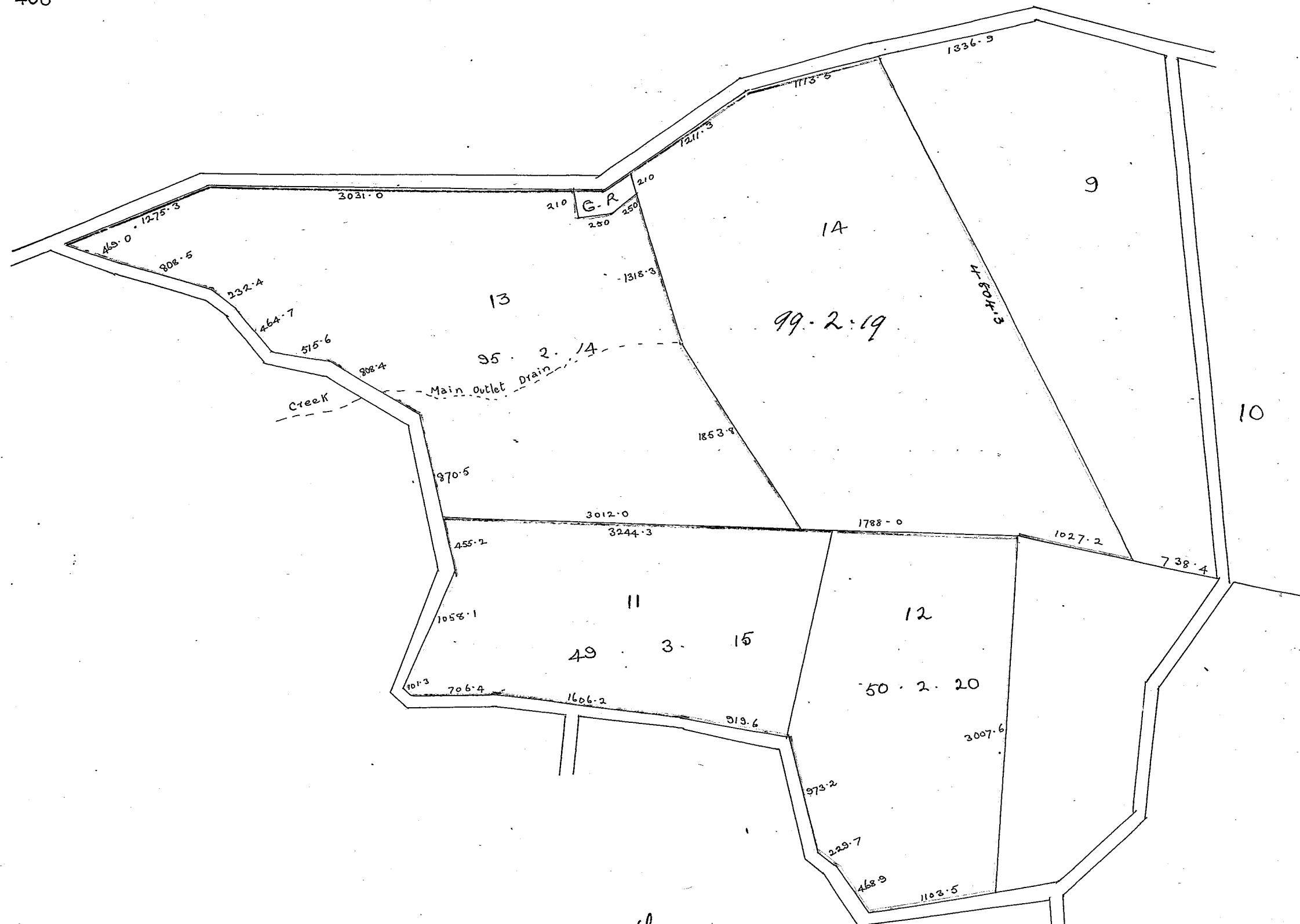
R. W. Bennett, Clerk to MacDiarmid Mears & Gray, Solicitors, Hamilton.

SIGNED by the said William Booth and Vincent } Wm. Booth  
Booth in the presence of:- } V. Booth

N. H. Rawson, Solicitor, Hamilton.

SIGNED by the said William Richards Shattock } W. R. Shattock  
in the presence of:-

E. J. Mears, Solicitor, Hamilton.



Compared copy and received No. 339694 This 18<sup>th</sup> day of December 1924

WITNESS:

A. M. Hume Pro Richardson

