



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R.W. Muir
Registrar-General
of Land

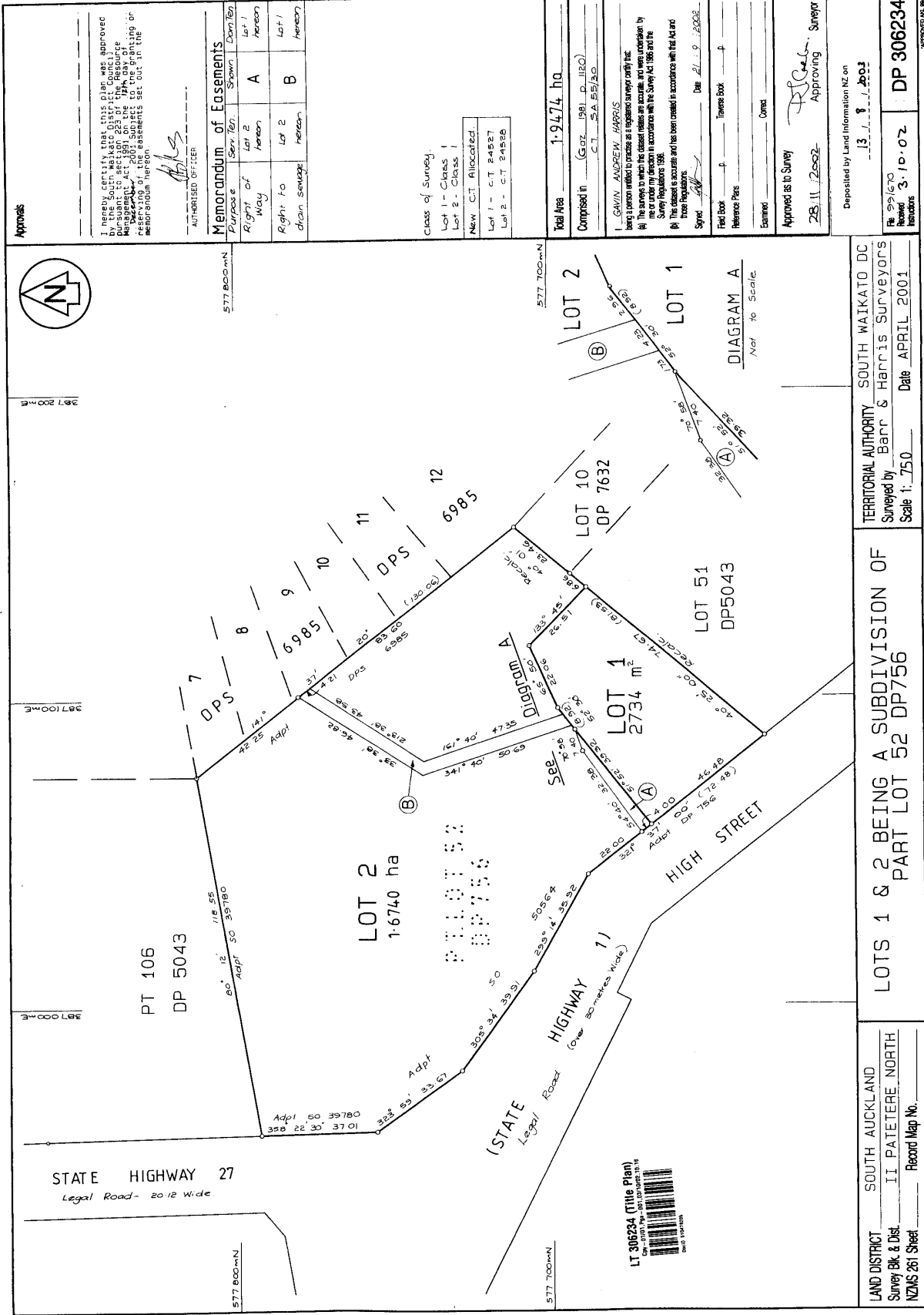
Identifier 24527
Land Registration District South Auckland
Date Issued 13 August 2003

Prior References
GN H341816

Estate Fee Simple
Area 2734 square metres more or less
Legal Description Lot 1 Deposited Plan 306234
Registered Owners
Mark Richard Barnett and Cooney Trustees 2011 Limited

Interests

Appurtenant hereto is a right of way created by Easement Instrument 5691699.3 - 13.8.2003 at 9:00 am
The easement created by Easement Instrument 5691699.3 is subject to Section 243 (a) Resource Management Act 1991
Appurtenant hereto is a right to drain sewage created by Easement Instrument 5691699.4 - 13.8.2003 at 9:00 am
The easement created by Easement Instrument 5691699.4 is subject to Section 243 (a) Resource Management Act 1991
Subject to Part IVA Conservation Act 1987
Subject to Section 11 Crown Minerals Act 1991
Excludes minerals remaining in SA22/293
9078667.3 Mortgage to Westpac New Zealand Limited - 30.5.2012 at 12:16 pm



Approvals

I hereby certify that this plan was approved pursuant to section 223 of the Resource Management Act 1991 subject to the printing or reserving of the easements set out in the memorandum hereon.

Authorised Officer: *[Signature]*

Memorandum of Easements		
Purpose of Easement	Shown	Diagram
Right of Way	Lot 2	A
Right to drain sewage	Lot 2	B

Class of Survey:
 Lot 1 - Class 1
 Lot 2 - Class 1
 New CT Allocated:
 Lot 1 - CT 24527
 Lot 2 - CT 24528

Total Area: 1.9474 ha
 Comprised in: (Gaz. 1991 P. 1180) C.T. SA 55/30

Surveyor: GAVIN ANDREW HARRIS
 Date: 21.10.2002

Field Book: _____
 Reference Plans: _____
 Examined: _____

Approved as to Survey: *[Signature]*
 Approving Surveyor: 28.11.2002

Deposited by Land Information NZ on: 13.11.2002

File: 99/1670
 Received: 3.10.02
 DP 306234

TERRITORIAL AUTHORITY: SOUTH WAIKATO DC
 Surveyed by: Barr & Harris Surveyors
 Scale 1: 750
 Date: APRIL 2001

LOTS 1 & 2 BEING A SUBDIVISION OF PART LOT 52 DP756

LAND DISTRICT: SOUTH AUCKLAND
 Survey Blk & Dist: II PATETERE NORTH
 NZMS 261 Sheet: _____ Record Map No. _____

ALL RIGHTS RESERVED GENERAL LAND INFORMATION, NEW ZEALAND

South Auckland



DocID: 610703486

Surname must be underlined

Grantor

HER MAJESTY THE QUEEN for a State primary school

Grantee

Surname must be underlined

HER MAJESTY THE QUEEN for a State primary school

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 5th day of August 2003

Attestation

Signed by

STEPHEN ROBERT GILBERT
.....
for and on behalf of Her Majesty the Queen acting pursuant to a delegated authority from the Chief Executive of Land Information New Zealand pursuant to Section 41 of the State Sector Act 1988
Signature [common seal] of Grantor

Signed by

STEPHEN ROBERT GILBERT
.....
for and on behalf of Her Majesty the Queen acting pursuant to a delegated authority from the Chief Executive of Land Information New Zealand pursuant to Section 41 of the State Sector Act 1988
Signature [common seal] of Grantee

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
ANN MURRAY McLACHLAN
.....
Witness name OPERATIONS SUPPORT
REPRESENTATIVE
.....
Occupation C/- LAND INFORMATION
NEW ZEALAND, CHRISTCHURCH
.....
Address

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
ANN MURRAY McLACHLAN
.....
Witness name OPERATIONS SUPPORT
REPRESENTATIVE
.....
Occupation C/- LAND INFORMATION
NEW ZEALAND, CHRISTCHURCH
.....
Address

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

Signature of Solicitor for the Grantee
ROBERT DEAN SUTHERS
[Solicitor for] the Grantee

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

Annexure Schedule 1

Easement instrument

Dated

5/8/2003

Page 2 of 3 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 of Way	A on Plan DP 306234	Lot 2 DP 306234	Lot 1 DP 306234

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

[Signature] *Ann*

Annexure Schedule 2

Easement instrument

Dated

5/8/2008

Page 3 of 3 pages

Rights and powers in addition to those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952:

1. Any maintenance, repair or replacement of any of the easement facilities (as defined in paragraph 1 of the Fourth Schedule to the Land Transfer Regulations 2002) that is necessary because of any act or omission by the grantor or grantee (as defined in the said paragraph 1) of any easement (which includes any agents, employees, contractors, subcontractors or invitees of the grantor or grantee) 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. Further it is specifically agreed between the grantor and the grantee that the within easement shall not be revocable as provided in Section 48 of the Public Works Act 1981.

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

AMM

Land Registration District

South Auckland

EI 5691699.4 Easement I

Cpy - 01/01, Pgs - 003, 21/08/03, 11:08



DocID: 810703487

Surname must be underlined

Grantor

HER MAJESTY THE QUEEN for a State primary school

Grantee

Surname must be underlined

HER MAJESTY THE QUEEN for a State primary school

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 5th day of August 20 03

Attestation

Signed by

STEPHEN ROBERT GILBERT

.....
for and on behalf of Her Majesty the Queen acting pursuant to a delegated authority from the Chief Executive of Land Information New Zealand pursuant to Section 41 of the State Sector Act 1988

.....
Signature [common seal] of Grantor

Signed by

STEPHEN ROBERT GILBERT

.....
for and on behalf of Her Majesty the Queen acting pursuant to a delegated authority from the Chief Executive of Land Information New Zealand pursuant to Section 41 of the State Sector Act 1988

.....
Signature [common seal] of Grantor

Signed in my presence by the Grantor

.....
Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
.....
ANN MURRAY McLACHLAN
Witness name OPERATIONS SUPPORT
.....
REPRESENTATIVE
Occupation C/- LAND INFORMATION
.....
NEW ZEALAND, CHRISTCHURCH
Address

Signed in my presence by the Grantee

.....
Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
.....
ANN MURRAY McLACHLAN
Witness name OPERATIONS SUPPORT
.....
REPRESENTATIVE
Occupation C/- LAND INFORMATION
.....
NEW ZEALAND, CHRISTCHURCH
Address

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.

Annexure Schedule 1

Easement instrument

Dated

5/8/2005

Page 2 of 3 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 drain Sewage	B on Plan DP 306234	Lot 2 DP 306234	Lot 1 DP 306234

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

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

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~~[the provisions set out in Annexure Schedule 2]~~

Covenant provisions

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[Signature] *Ann*

Annexure Schedule 2

Easement instrument

Dated

5/8/2003

Page 3 of 3 pages

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2. Further it is specifically agreed between the grantor and the grantee that the within easement shall not be revocable as provided in Section 48 of the Public Works Act 1981.

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