RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Guaranteed Search Copy issued under Section 60 of the Land Transfer Act 2017

R.W. Muir
Registrar-General
of Land

Identifier **SA63A/920**

Land Registration District **South Auckland**

Date Issued 29 January 1998

Prior References

SA43B/794 SA655/54

Estate Fee Simple

Area 3.6562 hectares more or less

Legal Description Lot 1 Deposited Plan South Auckland 79016

Registered Owners

EIEIO Lands Limited Partnership

Estate Fee Simple

Area 39.4568 hectares more or less

Legal Description Lot 1 Deposited Plan 24870

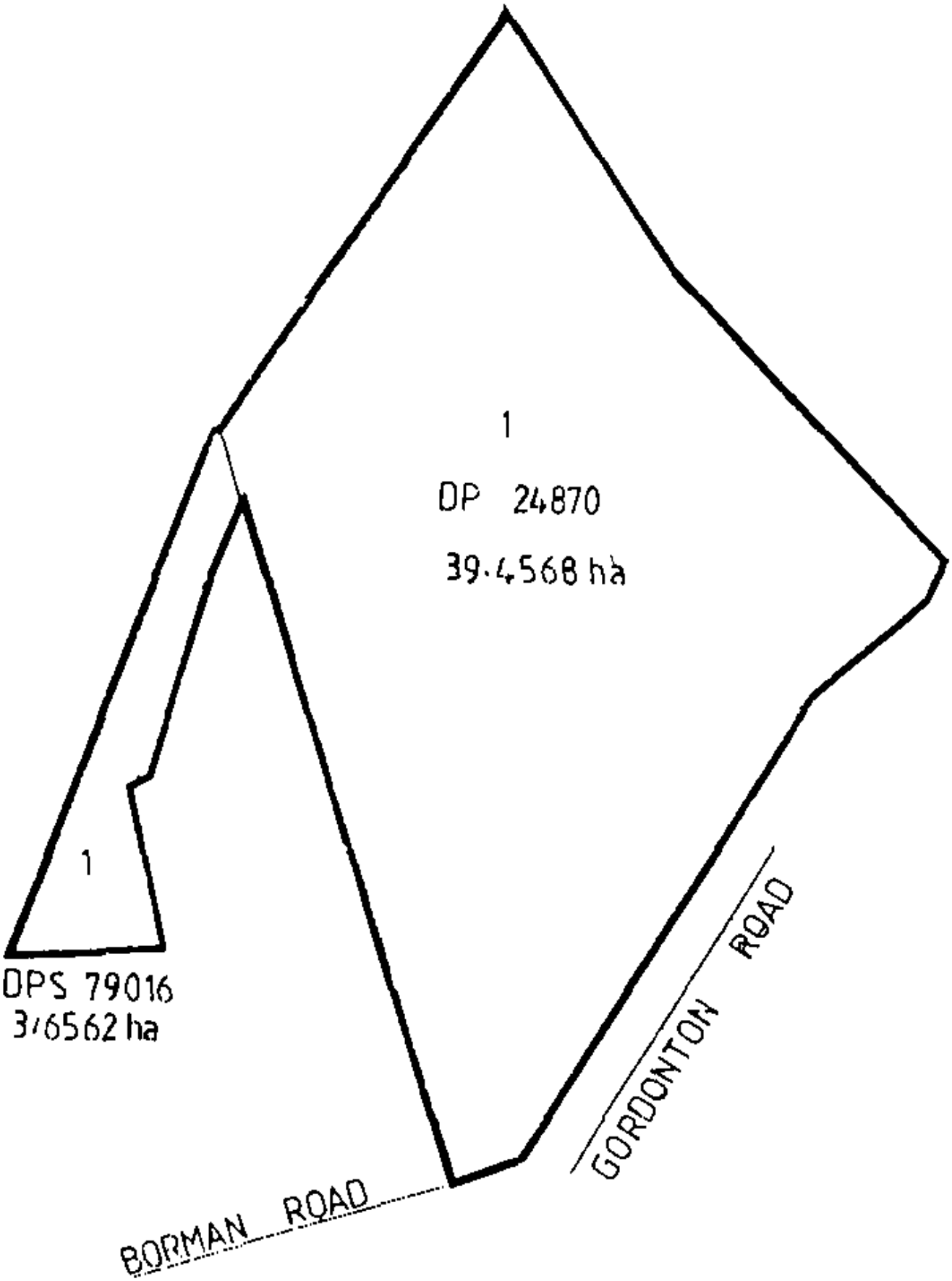
Registered Owners

EIEIO Lands Limited Partnership

Interests

Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991(affects DPS 79016)

13073073.2 Mortgage to Bank of New Zealand - 9.8.2024 at 5:51 pm


1
DP 24870
39.4568 ha
1
DPS 79016
3/6562 ha
GORDONTON ROAD
BORMAN ROAD

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Guaranteed Search Copy issued under Section 60 of the Land Transfer Act 2017

R.W. Muir
Registrar-General
of Land

Identifier	**SA3D/1116**
Land Registration District	**South Auckland**
Date Issued	19 November 1964

Prior References
SA603/52

Estate	Fee Simple
Area	10.8810 hectares more or less
Legal Description	Lot 1 Deposited Plan South Auckland 9149
Registered Owners	

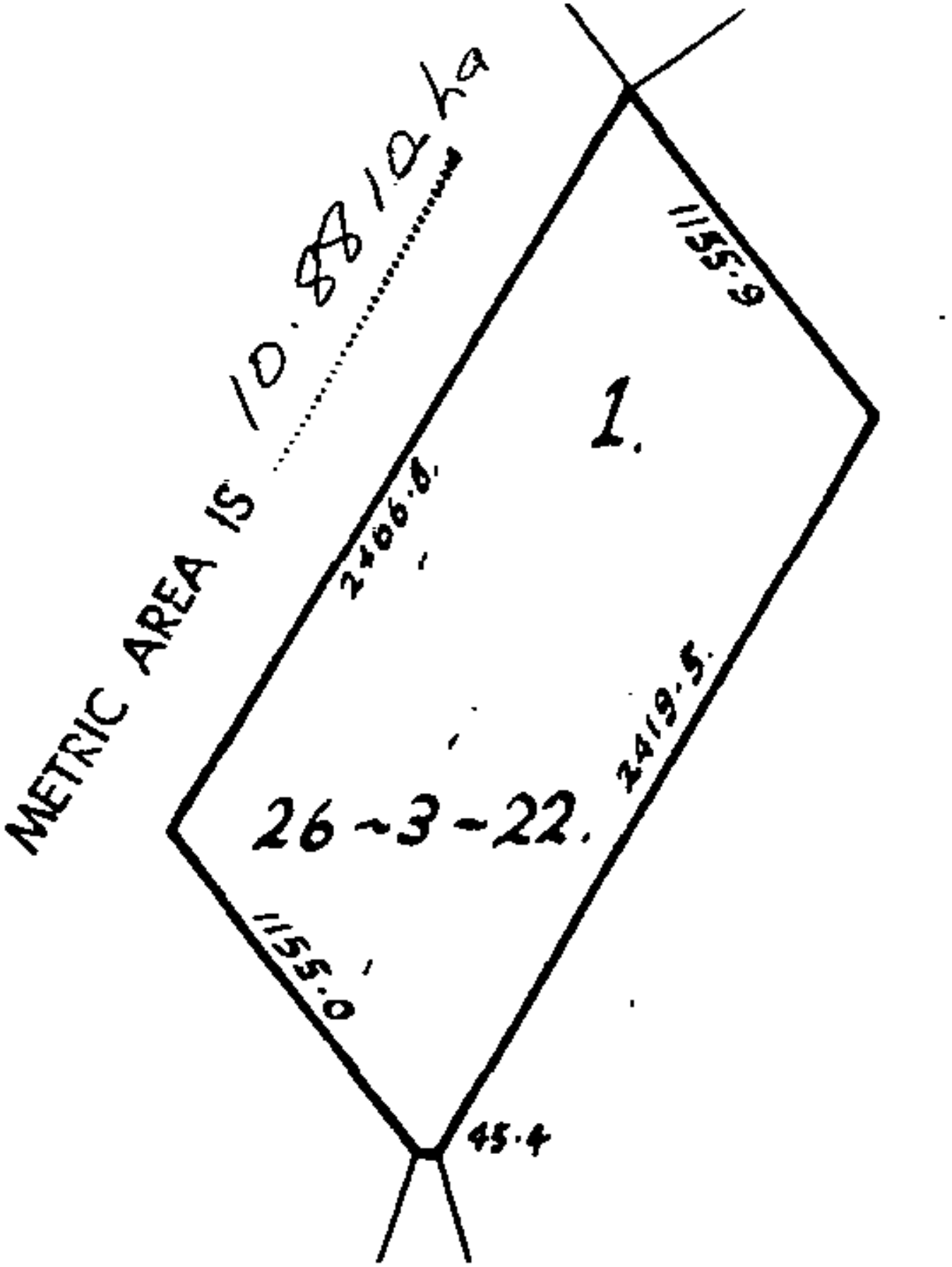
EIEIO Lands Limited Partnership

Interests

The within land has no frontage to a legal road

Subject to a drainage right over part coloured yellow on DPS 9149 created by Transfer 345292

13073073.2 Mortgage to Bank of New Zealand - 9.8.2024 at 5:51 pm


METRIC AREA IS 10.8810 ha
1.
2406.8.
1155.9
2419.5.
26-3-22.
1155.0
45.4

LAND TRANSFER ACT 1952

L&S Form N. 31

Land Transfer Office (3-6-64)
Received Public Trust $1-8-0
Title Reference 603/52
RBST: 904
Referred to L. T. Surveyor

Deposited this 23rd day of July 1964
District Land Registrar

DISTRICT LAND REGISTRAR SOUTH AUCKLAND, N.Z.

400 000 I.S. SOUTH of Nt. Govt.

D.P. 34331
Pt 1 CT 90/300
Pt. 2 CT 655/55
D.P. 30334
349
Pt. 3 CT 632/251
Lot 1
26-3-22
D.P. 24870
D.P. 16097
S.O. 144
84
2 CT 655/54
D.P. 26754
D.P. 4154
1 CT 655/54
Pt. 3 CT 632/251
83
85
87
Lot 2
52-2-10
3D/95
S.O. 27524
D.P. 16525
86
Hukanui Road
PUBLIC ROAD
CROWN GRANT
469000 S.
466000 S.

Total Area: 79-1-32.

Gazetted 11am Public Journal 3-6-1964 9.40 am £1-0-0 Gbs. 904 1-Bx R.

Subdn of Allot. 87 & Pt. Allot. 349 Kirikiriroa Parish.

(Lot 1 D.P. 30334 & Pt lot 4 D.P. 16097)

Approved as to Survey
Chief Surveyor
21.7.64

Received
Reference plans as shown on plan
Field book p.
Traverse book p.
Examined by Dr. W. Plans (15-7-64)
Recorded
Correct
for L. T. Surveyor
30-7-64

Comprised in C.T. 603/52
Survey Block & District BIKX Komakorau S.D.
Land District South Auckland Local Body Waikato County
Scale 6 chains to an inch Compiled by Thomson & Farrer Date May 1964

I Ernest Andrew Stirling of Hamilton Registered Surveyor and holder of an annual practising certificate, do solemnly and sincerely declare that this plan has been compiled by me; that the plan is correct, and has been made in accordance with the regulations under the Surveyors Act, 1938.
And I make this solemn declaration, conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at Hamilton this 29th day of May 1964
before me

Justice of the Peace, (or other person authorised to take a statutory declaration.)

Registered Surveyor

Approved

Deputy District Public Trustee for Hamilton
Applicant ~~or~~ Registered Owner

This space reserved for plan number

S 9149

Supplied by Sterling Imports (Auck.) Ltd. P.O. Box 3141, Auckland

Stamp Duty 11/- 14/10/44

345292

[New Zealand.

Memorandum of GRANT OF EASEMENT

WHEREAS KING BORMAN of Rototuna Farmer (hereinafter called "the Grantor") is ... ..., ~~being~~ registered as the proprietor of an estate in fee simple ... ... subject however, to such encumbrances, lien and interests as are notified by memoranda underwritten or endorsed hereon, in th at piece of land situate in the Provincial District of ..... Auckland containing Seventy-nine acres one rood thirty-one perches more or .. less being Lot Four on a Plan deposited in the Land Registry Office at ..... Auckland as Number 16097 which said piece of land is part of Allotment Eighty-seven and part of Allotment Three hundred and forty-nine of the Parish of ... Kirikiriroa and is the whole of the land comprised and described in Certificate of Title Volume 603 folio 52 Auckland Registry which Certificate of Title is . issued pursuant to the provisions of Section 6 of the Reserves and Other Lands Disposal Act 1928 and is SUBJECT to Memorandum of Mortgage Number 255891 to .. the Public Trustee (hereinafter called "the servient land") AND WHEREAS THE NEW ZEALAND CO-OPERATIVE DAIRY COMPANY LIMITED a Company duly incorporated ... under the provisions of The Companies Act 1933 and having its registered ..... office at Hamilton (which with its successors and assigns and its tenants .... servants agents and workmen is hereinafter called "the Grantee") is the ..... registered 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 situated in the said Provincial ..... District containing Two acres twenty-seven and nine tenths perches more or ... less being Lot One on a Plan deposited in the Land Registry Office at Auckland as Number 12444 which said piece of land is portion of Allotment Eighty-six ... Parish of Kirikiriroa and is all the land comprised in Certificate of Title.... Volume 290 folio 1 Auckland Registry subject to the fencing covenant contained in Transfer 112907 (hereinafter called "the dominant land") AND WHEREAS the Grantee is desirous of discharging water and factory drainage and sewage from its Factory on the dominant land into and through an open drain being on in . through and beneath the surface of the servient land and has requested the ... Grantor to permit the Grantee to discharge such water and factory drainage ... and sewage aforesaid which the Grantor has agreed to do for the consideration. hereinafter appearing NOW THIS INSTRUMENT WITNESSETH that in pursuance of .. the premises and IN CONSIDERATION of the sum of THIRTY POUNDS FOUR SHILLINGS AND EIGHTPENCE paid by the Grantee to the Grantor (the receipt of which sum . is hereby acknowledged) and in further consideration of the covenants and .... conditions on the part of the Grantee hereinafter contained the Grantor doth ..

hereby as against himself the Grantor his executors administrators and ..... assigns the registered proprietor for the time being of the servient land .. ~~hereby~~ TRANSFER AND GRANT unto the Grantee full free and unrestricted ..... right power license and authority-

1. To discharge water and factory drainage and sewage into and through the open drain being in under through beneath on or above the surface of ..... that portion of the servient land as is delineated as Lot One on Deposited ... Plan Number 30334.

2. To use the aforesaid open drain for the passage and discharge of . running water and factory drainage and sewage from the dominant land TO THE INTENT that this Grant of Easement shall hereafter be appurtenant to the . dominant land.

3. At all reasonable times with or without horses carts vehicles.... and other conveyances and appliances and materials to enter into and upon the servient land for the purpose of constructing renewing repairing opening up the soil and inspecting and cleaning the said open drain and maintaining the same in good and satisfactory order providing that in so doing and in ..... opening up the soil and inspecting cleaning repairing and renewing the said main drain the Grantee will cause as little damage as possible to the said . ~~land of the Grantor.~~

AND THE GRANTEE HEREBY COVENANTS WITH THE GRANTOR

4. THAT in so far as the Grantee may be responsible for the ..... construction repair and maintenance of the said open drain it will from .... time to time and at all times at its own cost in all things keep the said .. open drain clear free and unobstructed and in good order condition and repair PROVIDED that any obligation upon the part of the Grantee in respect of the construction maintenance and repair aforesaid shall be confined to such .... construction maintenance and repair as may arise solely and directly from .. the use by the Grantee of the open drain for the discharge of water and .... factory drainage and sewage from the dominant land and shall not extend to the use of the open drain for any other purpose whatsoever whether by the . Grantor or others.

5. THAT the Grantee will at all times hereafter in and upon the ..... land of the Grantor comply with the provisions of The Health Act 1920 and .. any Act or Acts amending the same and also with all by-laws and regulations of the local authority having jurisdiction over such land.

AND IT IS HEREBY AGREED AND DECLARED

6. THAT the Grantee shall not at any time hereafter be liable for or be called upon by the Grantor to further contribute towards the cost of

the erection or maintenance of any fence or fences gates or crossings now or hereafter to be erected on the boundary or boundaries of the servient land.

7. THAT should the Grantee so decide it shall have the right at any time to surrender the easement hereby created.

8. THE Grantor will do nothing whereby the free and unimpeded flow.. through the said open drain or sewer may be in any way interrupted or ..... restricted.

9. THAT the costs of and incidental to the preparation and ..... completion of these presents shall be borne and paid by the Grantee.

IN WITNESS WHEREOF these presents have been executed this 30th day of September One thousand nine hundred and forty-one.

SIGNED by the said KING BORMAN ...) King Borman
in the presence of : - (

W Wallace
Solicitor
Hamilton

THE COMMON SEAL of THE NEW ZEALAND ...)
CO-OPERATIVE DAIRY COMPANY LIMITED was(
hereto affixed by order of the .....)
Directors in the presence of : - (

C O Marshall)
Jas Phillipps) Directors

E Thomson Secretary

3462

TRANSFER

No. 345292

66

Memorandum of Grant of Easement

Situated in SOUTH

Correct for the purposes of the Land Transfer Act.

D. W. Mears.

Solicitor for Grantee

KING BORMAN

with

THE NEW ZEALAND CO-OP. DAIRY CO. LTD

Particulars entered in the Register Book, Vol. 603

Folio 57 & 290/1

the 27th day of April, 1942, at

11.5 o'clock

Ern Worthington

District Land Registrar of the District of Auckland.

THE PUBLIC TRUSTEE HEREBY CONSENTS to the within Grant of Easement.

DATED at Hamilton this 7th day of October, 1941.

SIGNED by THE PUBLIC TRUSTEE by the District Public Trustee for Hamilton and sealed with the latter's Seal of Office in the presence of:-

THE PUBLIC TRUSTEE:
By:
District Public Trustee
For Hamilton.

Solicitor
Hamilton

Easement

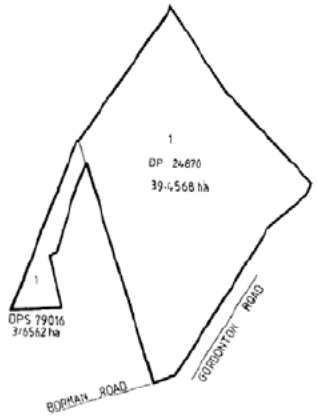
Pt. 603/52
Area + description are correct.
Plan 30334
28-5-42.

11.55.

MACDIARMID, MEARS & GRAY,
SOLICITORS.
HAMILTON.

W. & H. Ltd.—96867.

Summary Table of Registered Interests on Records of Title:

Legal Description	Registered Owner	Registered Interest (exc mortgages)	Relevance to Referral Application
Lot 1 Deposited Plan South Auckland 79016 Lot 1 Deposited Plan 24870 *SA63A/920*	EIEIO Lands Limited Partnership	**Amalgamation** Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991(affects DPS 79016)	The amalgamation condition ties two of the Project Sites together as depicted below.  The amalgamation can be cancelled under section 241(3) of the Resource Management Act (RMA) and as a condition of the subdivision consent issued for the Project. The amalgamation does not preclude the use of the site for the Project.
Lot 1 Deposited Plan South Auckland 9149 *SA3D/1116*	EIEIO Lands Limited Partnership	**The within land has no frontage to a legal road**	The interest does not preclude the use of the site for the Project. The site forms part of the overall Project Area and the Project will deliver a new roading network as part of the Project creating legal and physical access for each residential lot. Section 106 of the RMA will preclude any further lots being created without any access to a legal road.
		Easement Subject to a drainage right over part coloured yellow on DPS 9149 created by Transfer 345292.	The easement can be accommodated within the Project design (at substantive application stage). This is because the easement is for drainage along the northeastern boundary of the site, which is identified in the Masterplan for use as a stormwater management area and will convey stormwater. The below depicts the easement in yellow taken from the relevant title documentation.

Legal Description	Registered Owner	Registered Interest (exc mortgages)	Relevance to Referral Application
			 The easement does not preclude the use of the site for the Project.