



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier 377485
Land Registration District South Auckland
Date Issued 05 June 2008

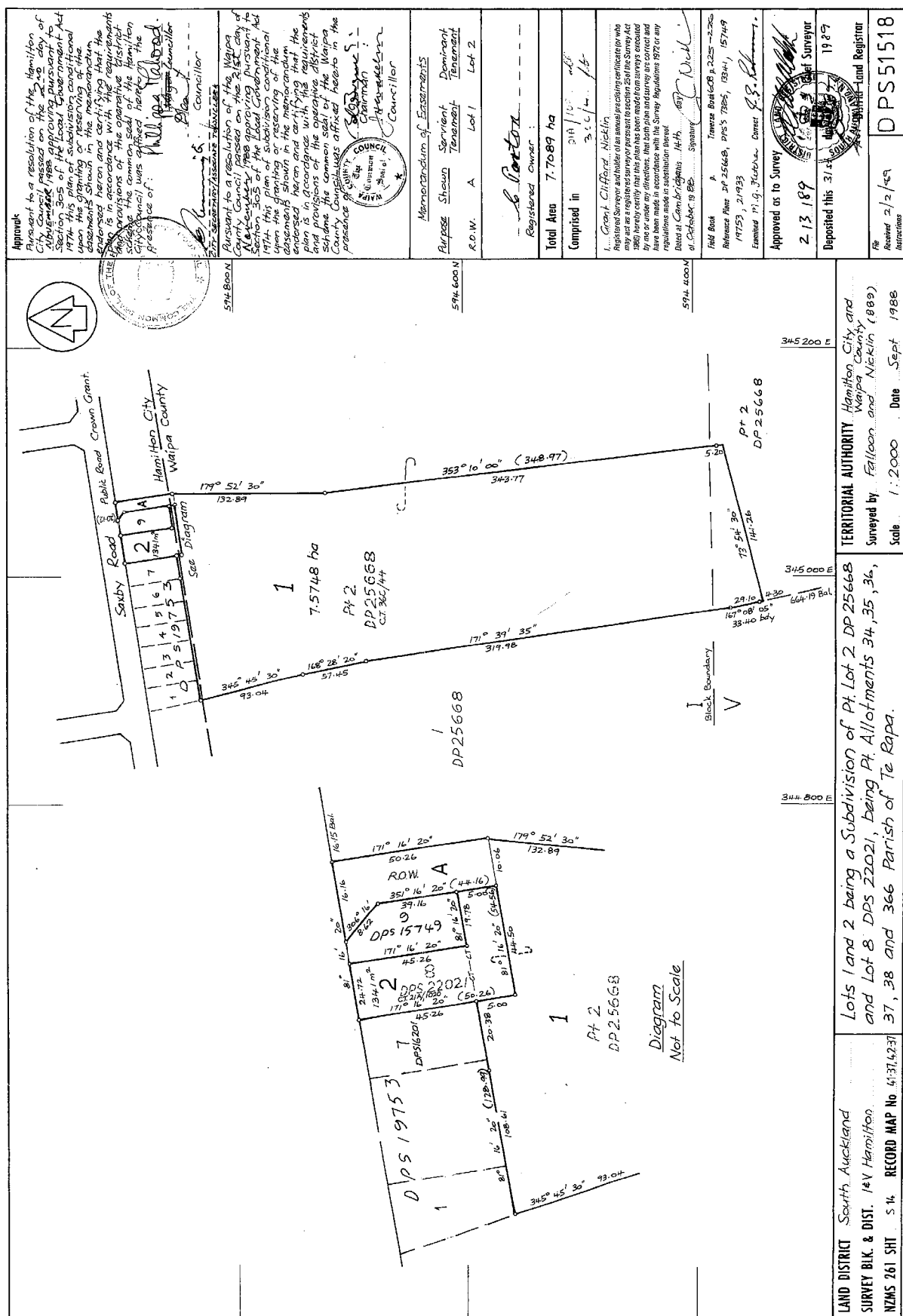
Prior References
SA43D/136 SA43D/137

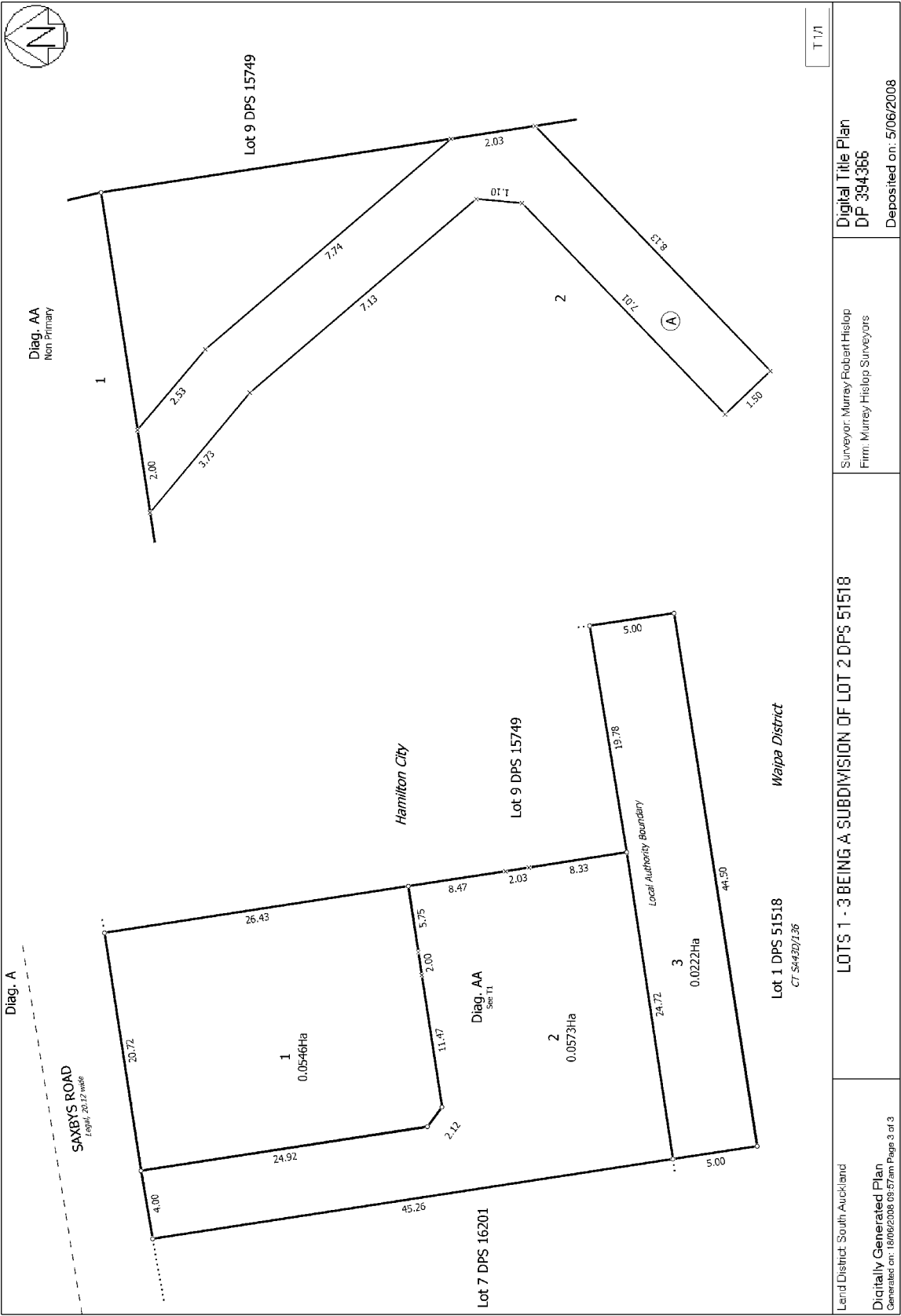
Estate Fee Simple
Area 7.5970 hectares more or less
Legal Description Lot 3 Deposited Plan 394366 and Lot 1
Deposited Plan South Auckland 51518

Registered Owners
Golden Ridge Farm Limited

Interests

Appurtenant hereto are drainage rights created by Transfer 71684
B661428.2 Mortgage of Lot 1 DPS 51518 to Rabobank New Zealand Limited - 5.6.2001 at 12.00 pm
Subject to Section 241(2) and Sections 242(1) Resource Management Act 1991(affects DP 394366)
9838767.1 Variation of Mortgage B661428.2 - 17.9.2014 at 3:25 pm







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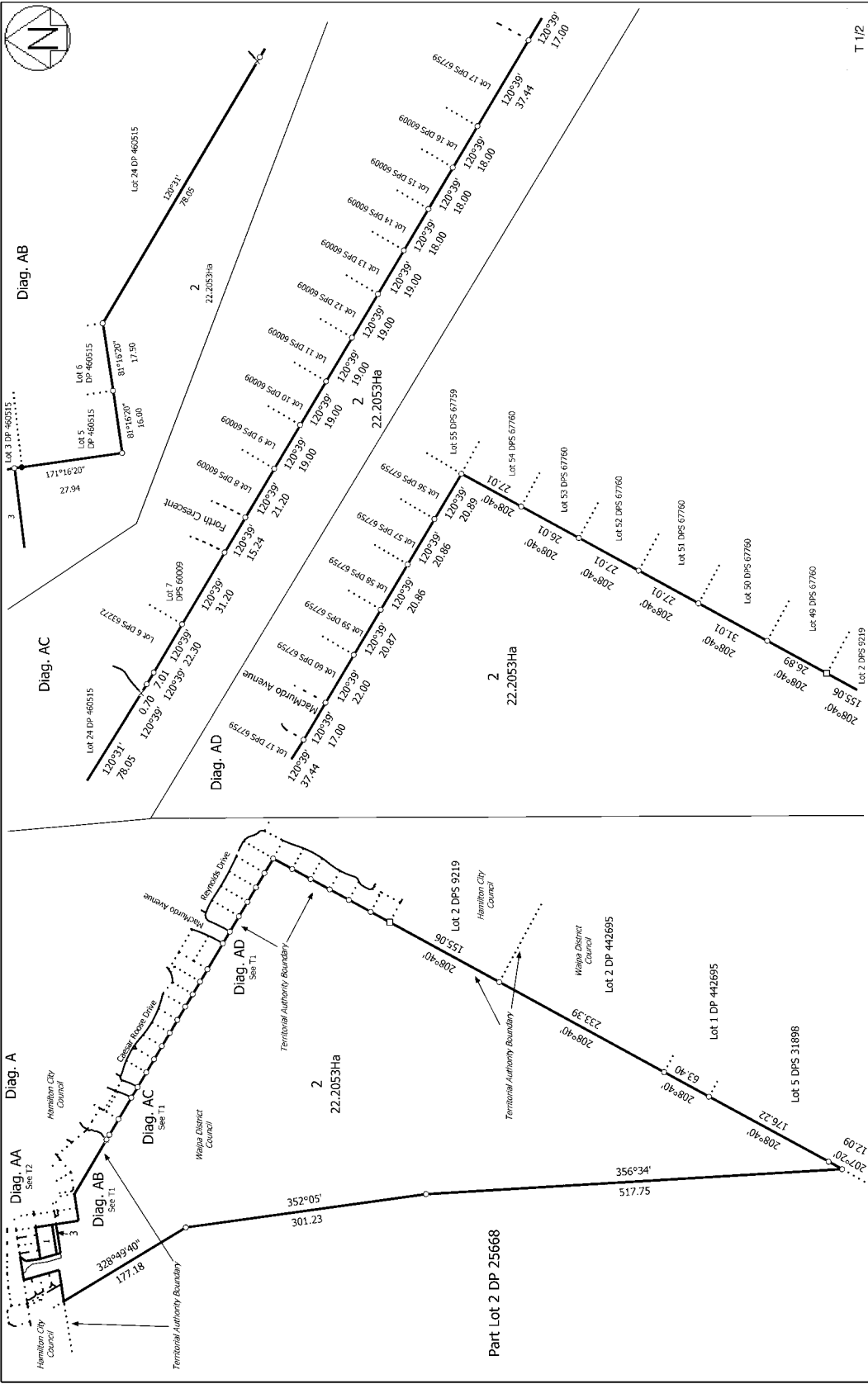
Identifier **1123986**
Land Registration District **South Auckland**
Date Issued 16 June 2023

Prior References
603960

Estate Fee Simple
Area 22.2053 hectares more or less
Legal Description Lot 2 Deposited Plan 589463
Registered Owners
Golden Ridge Park Limited

Interests

Subject to drainage rights over part of the within land created by Transfer 71819 - 10.3.1912 at 3:38 pm
Subject to drainage rights over part of the within land created by Transfer 71684 - 4.3.1913 at 10:23 am
Subject to a right to convey electricity, telecommunications and computer media over part marked E on DP 589463 created by Easement Instrument 6145061.2 - 10.9.2004 at 9:00 am
9353222.12 Mortgage to Bank of New Zealand - 4.4.2013 at 12:29 pm
Subject to a right of way, right to convey electricity, gas, telecommunications and water, right to drain water and sewage over part marked A on DP 589463 created by Easement Instrument 12703445.3 - 16.6.2023 at 9:40 am
The easements created by Easement Instrument 12703445.3 are subject to Section 243 (a) Resource Management Act 1991
12703445.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 16.6.2023 at 9:40 am



Land District: South Auckland	Lots 1-3 being subdivision of Lot 27 DP 460515	Surveyor: Brent John Nijssen Firm: Blue Wallace Surveyors	Title Plan LT 589463 Approved on: 5/07/2023
Digitally Generated Plan Generated on: 05/07/2023 3:52pm Page 3 of 4			



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Registrar-General
of Land

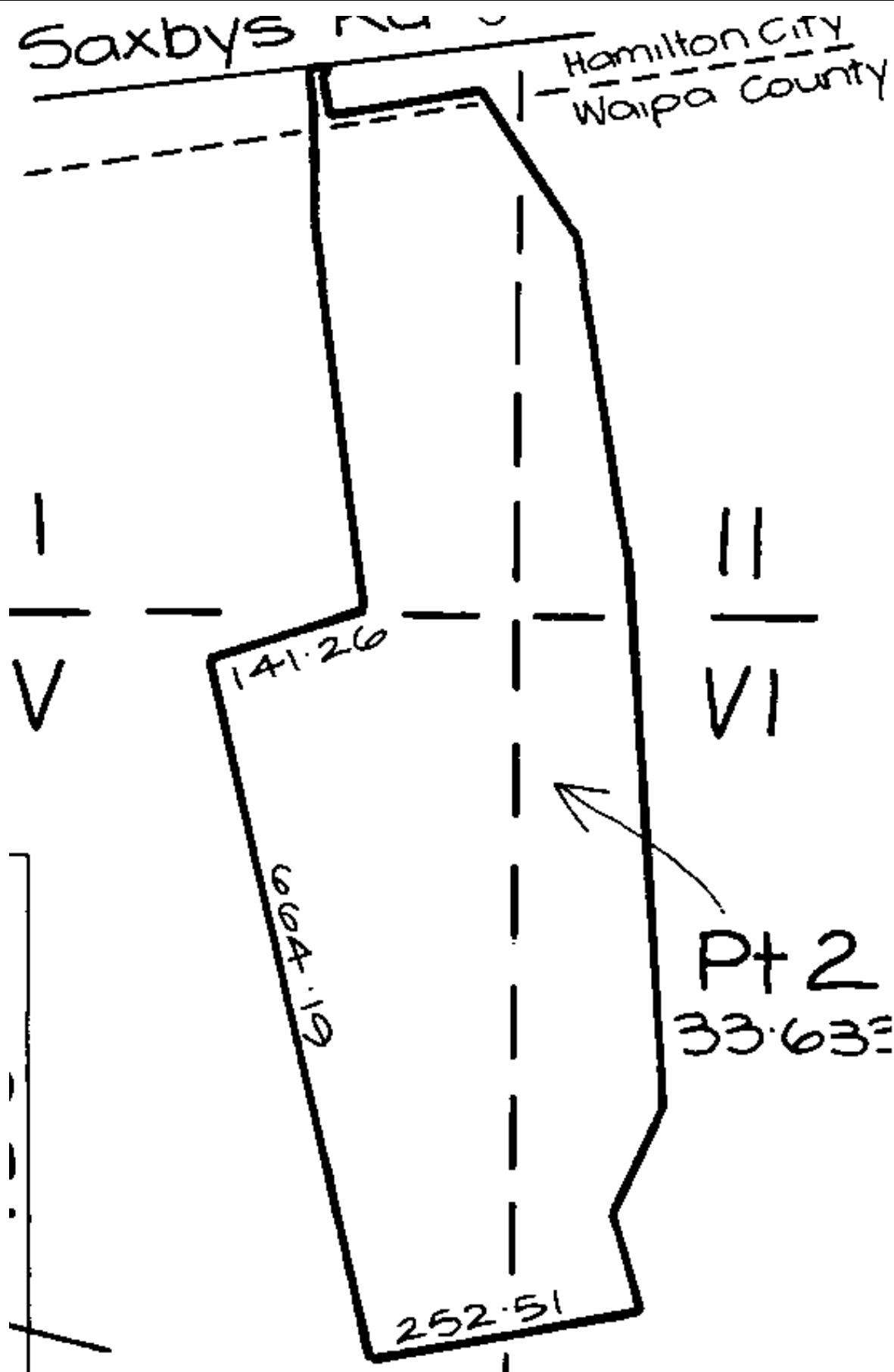
Identifier **SA43D/138**
Land Registration District **South Auckland**
Date Issued 31 May 1989

Prior References
SA36C/44

Estate Fee Simple
Area 33.6335 hectares more or less
Legal Description Part Lot 2 Deposited Plan 25668
Registered Owners
Golden Ridge Farm Limited

Interests

Appurtenant hereto are drainage rights created by Transfer 71684
B661428.2 Mortgage to Rabobank New Zealand Limited - 5.6.2001 at 12.00 pm
9838767.1 Variation of Mortgage B661428.2 - 17.9.2014 at 3:25 pm
10089454.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen -
19.6.2015 at 9:14 am





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Registrar-General
of Land

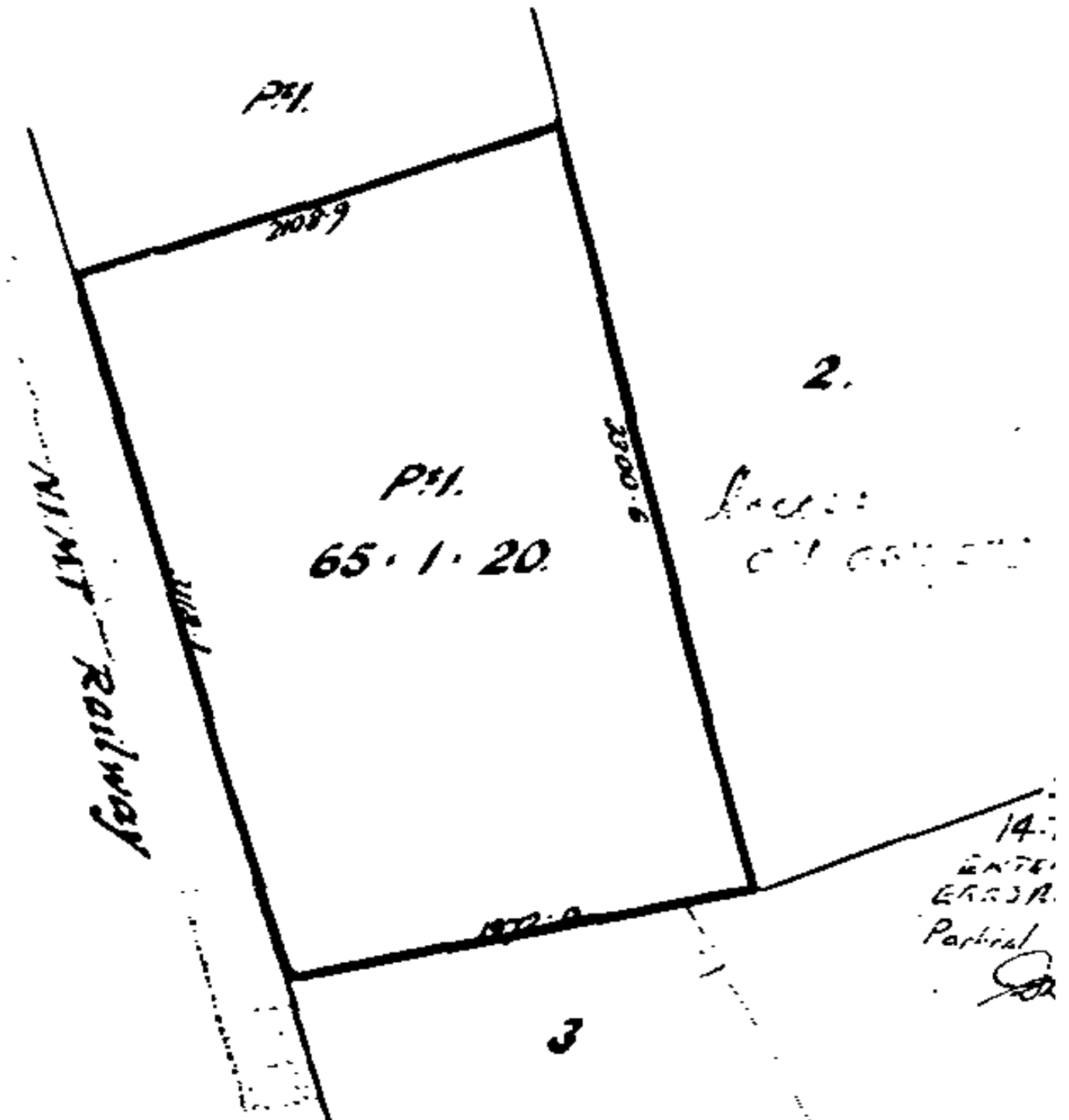
Identifier **SA1080/210**
Land Registration District **South Auckland**
Date Issued 20 August 1953

Prior References
SA998/297

Estate Fee Simple
Area 26.4563 hectares more or less
Legal Description Part Lot 1 Deposited Plan 25668
Registered Owners
Golden Ridge Farm Limited

Interests

Appurtenant hereto are drainage rights created by Transfer 71684
B661428.2 Mortgage to Rabobank New Zealand Limited - 5.6.2001 at 12.00 pm
9838767.1 Variation of Mortgage B661428.2 - 17.9.2014 at 3:25 pm
10089454.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen -
19.6.2015 at 9:14 am





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R.W. Muir
Registrar-General
of Land

Identifier **SA68C/906** **Part-Cancelled**

Land Registration District **South Auckland**

Date Issued 11 October 1999

Prior References

SA56A/251 SA67A/427

Estate Fee Simple

Area 30.8831 hectares more or less

Legal Description Lot 1 Deposited Plan South Auckland
69842, Lot 2 Deposited Plan South
Auckland 11357, Lot 1 Deposited Plan
South Auckland 75305 and Section 1
Survey Office Plan 60814

Registered Owners



Interests

Subject to Section 345 (2A)(a) and (b) Local Government Act 1974

Subject to Section 241(2) and Section 242(1) and (2) Resource Management Act 1991 (affects DPS 69842)

Appurtenant hereto are drainage rights created by Transfer 71684 (affects Lot 1 DPS 69842, Lot 2 DPS 11357 & Lot 1 DPS 75305)

Appurtenant hereto are sewage rights created by Transfer H424048 - 11.8.1982 at 10.40 am (affects Lot 1 DPS 69842)

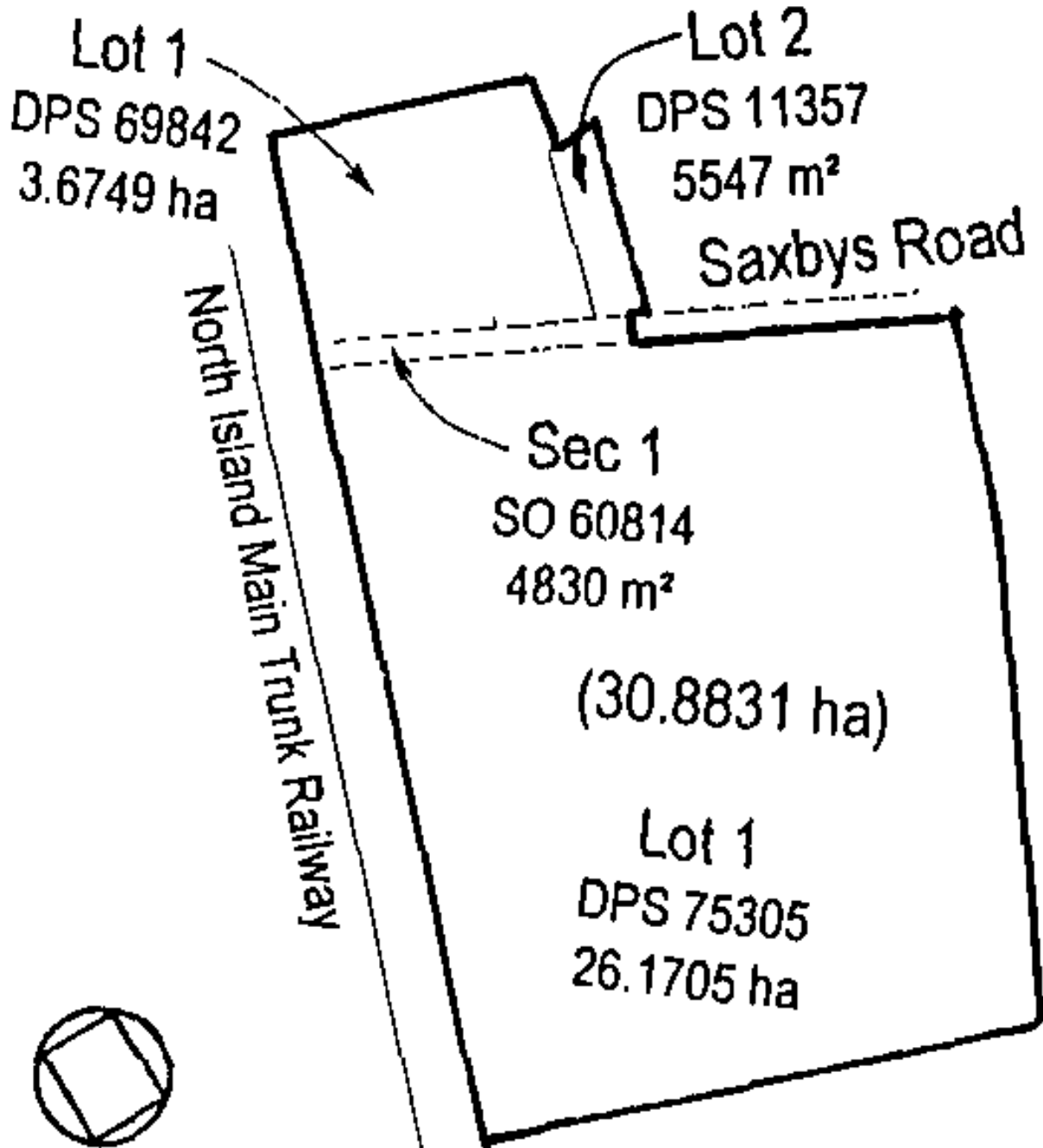
Subject to a sewage right over part created by Transfer H424048 - 11.8.1982 at 10.40 am (affects Lot 2 DPS 11357)

Subject to a sewerage right over part marked A on DPS 81802 created by Transfer B571906.2 - 11.10.1999 at 12.05 pm

B571907.2 Gazette Notice (1999/2151) acquiring parts herein (1.5000 Ha & 1181 m²) for a State School and vesting same in the Crown together with the subject and appurtenant sewage easements created by Transfer H424048 - 11.10.1999 at 12.05 pm

Fencing Covenant in Transfer B571906.3 - 11.10.1999 at 12.05 pm (affects Section 1 SO 60814)

10357740.3 Mortgage to Bank of New Zealand - 17.3.2016 at 11:53 am

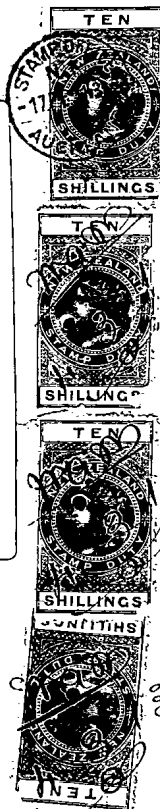


Memorandum of

71684 TE [New Zealand

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to Condition
of Original

WHEREAS I THOMAS DABBY of Auckland Agent
am ... being registered as proprietor of
an estate in fee simple
subject, however, to such encumbrances, liens and interests as are notified by memoranda under-
written or endorsed hereon, in that piece of land situated in the Provincial District
of Auckland, containin; EIGHT HUNDRED AND EIGHTY-FOUR ACRES TWO ROODS
AND FIFTEEN PERCHES more or less in; portion of Allotments Thirty, ^{that is to say}
Thirty-two, ~~Thirty-four~~ ^{that is to say} Thirty-five Three hundred and sixty-five and Three
hundred and sixty-six Parish of Rapa and bein; lots numbered One, Two, ^{12,678}
Six, Seven and Eight on a plan deposited in the Lands Registry Office at ^{of 6673}
Auckland under Number 6673 and bein; part of the land comprised in ...
Certificate of Title Volume 129 Billo 92 Auckland Registry subject to
Memorandum of Mortgage Number securin; payment of \$2532.0.0 and.
interest (hereinafter called "the said lands firstly hereinbefore
described", AND WHEREAS I am also registered as the proprietor of an estate
in fee simple subject however to such encumbrances as are notified by memoranda under-
written or endorsed hereon, in
all that piece of land bein; Lots Three ~~Four~~ and Five on the said plan ^{3,5}
and bein; the residue of the land comprised in the said Certificate of ^{of 6673}
Title Volume 129 Folio 92 AND WHEREAS I have agreed to transfer to
JOHN TWIDLE of Hamilton Farmer the said lands firstly hereinbefore
described (together with full right license and liberty at all times here-
after to drain through over or under the creek and drain now upon the
said Lots Three ~~Four~~ and Five on the said plan number 6673 as the same
are approximately shewn and coloured blue upon the plan drawn hereon
and from time to time to enter thereon and to inspect enlarge repair and
cleanse the same and so far as may be necessary or expedient for the said
purposes or any of them to ~~enter upon the said Lots Three and Five~~
(which right license and liberty is hereinafter called "the said
drainage rights") IN EXCHANGE FOR a transfer of the lands mentioned in the
Schedule hereto subject as therein mentioned payin; to the said John
Twidle the sum of \$400.0.0 to make equality of exchange NOW THEREFORE in
consideration of the execution by the said John Twidle of a transfer to me
of the said lands mentioned in the Schedule hereto subject as therein set
out (the execution whereof I do hereby acknowledge) I DO HEREBY TRANSFER
to the said John Twidle ALL MY interest in the said land
firstly hereinbefore described together with the said drainage rights
IN WITNESS WHEREOF I have hereunto subscribed my name this



1904 196

CR

CR

CR

fifteenth day of February, 1911

SCHEDULE.

ALL THAT piece of land containin; NINE HUNDRED AND ELEVEN ACRES TWO ROODES
AND TEN PERCHES more or less bein; part of Allotment Three hundred and
sixty-six Parish of Te Rapa and the whole of the land in Certificate of
Title Volume 129 Folio 93 subject to Memorandum of Mortgage Number
securin; payment of £3884.0.0 and interest

SIGNED by the said THOMAS DARBY

in the presence of:-

Thomas Darby
Charles Richardson
Solicitor's Clerk
Auckland

SIGNED by the said JOHN TWIDLE

in the presence of:-

John Twidle

Frederick

Hamilton

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to Condition
of Original

Collins

W. Thompson

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W. Thompson

61

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D.P. 6673

Solicitor of the Supreme Court of New Zealand.

Mr. THOMAS DART

Vendor

Mr. JOHN TWIDLE

Purchaser

Particulars entered in the Register-Book, Vol. 129

Folio

the

day of MARCH

1913

o'clock.

Arthur W. H. H. H.

District Land Registrar of the District of Auckland.

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to Condition
of Original

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6673

DIARMID
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ON

71819T

[New Zealand

Memorandum of TRANSFER.

Image Quality due to Condition of Original



WHEREAS THOMAS DARBY of Auckland Estate Agent (hereinafter termed "the vendor") is, ~~being~~ registered as 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 Provincial District of Auckland containing seventy two acres one rood and two perches more or less being Lot five shown on plan deposited as Number 6673 which said piece of land is part of Allotments thirty six, thirty seven and thirty eight of the Parish of Te Rapa and is part of the land comprised in Certificate of Title Volume 129 folio 92 of the Register Book Auckland District AND WHEREAS the said Thomas Darby has agreed to sell the said land to ARTHUR JOHN HOLMES of Hamilton .. farmer (hereinafter called "the subvender") for the sum of ONE THOUSAND FOUR HUNDRED AND FORTY FIVE POUNDS FIVE SHILLINGS but no transfer pursuant to the said sale has been registered AND WHEREAS the subvender has agreed to sell the said land to ~~WALTER HENRY BAGLEY~~ of Hamilton farmer (hereinafter called "the purchaser") for the sum of ONE THOUSAND EIGHT HUNDRED AND SEVENTY EIGHT POUNDS SIXTEEN SHILLINGS AND SIX PENCE AND WHEREAS the vendor has been ... requested by the subvender (testified by his execution hereof) to transfer the said land to the purchaser NOW THEREFORE in consideration of the sum of one thousand four hundred and forty five pounds five shillings paid to him by the subvender (the receipt whereof is hereby acknowledged) DOTH HEREBY .. TRANSFER and the subvender in consideration of the sum of one thousand eight hundred and seventy eight pounds sixteen shillings and six pence paid to him by the purchaser (the receipt whereof is hereby acknowledged) doth hereby .. confirm unto the purchaser all their estates and interests in the said land The said Thomas Darby reserving nevertheless to himself his executors ... administrators and assigns full right license and liberty at all times ... hereafter to drain through over or along the creek or drain now upon the said land as the said creek or drain is shown and edged red on the plan drawn .. hereon And the purchaser DOTH HEREBY COVENANT with the vendor and subvender that they the vendor and subvender shall not be liable to contribute towards the erection or maintenance of any boundary or dividing fence between the said land and any other land the property of the vendor adjoining the said

*1st 5 AP 6673
plan drawn
by me
E. J. J.*



*10
11
5*

land but this proviso shall not enure to the benefit of any purchaser from the vendor of any such adjoining land.

IN WITNESS whereof the parties hereto have hereunto subscribed ..
their names this 17th day of February one thousand nine
hundred and thirteen.

SIGNED by the said THOMAS
DARBY in the presence of

Thomas Darby

Chas Richardson

Deputy Clerk
Auckland

SIGNED by the said ARTHUR JOHN
HOLMES in the presence of

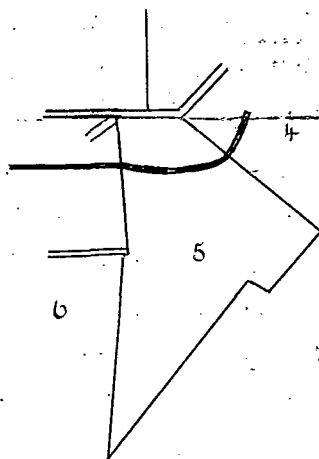
A J Holmes

SIGNED by the said WALTER HENRY
BAGLEY in the presence of

W. H. Bagley

Deputy Clerk
Hamilton

71819 T



No.

71819

Transfer of Lot 5 on plan No. 3375 of part of
Lots. 36, 37 & 38 Parish of Te Rapa.

Correct for the purposes of the Land Transfer Act.

Bruce Button & Co

A Solicitor of the Supreme Court of New Zealand

THOMAS DARBY

Vendor

(by direction of Arthur John Holmes)

WALTER HENRY BAGLEY

Purchaser

Particulars entered in the Register Book, Vol. 129

Folio

92

the

10th

day of

MARCH.

1913

at

2-38 o'clock.

Arthur John Holmes

District Land Registrar of the District of Auckland.

SOUTH

528000/12

JBH
Large 6673

JOHN WYNDHAM HOPKINS,

Solicitor,
HAMILTON.

EASEMENT INSTRUMENT

El 6145061.2 Easement

Cpy - 01/01, Pgs - 002, 16/09/04, 15:32



DocID: 510998458

Land Registration District

South Auckland

Grantor

Edith Heather Frances Thickpenny & Gary William Soffe

Surname must be underlined

Grantee

Edith Heather Frances Thickpenny & Gary William Soffe

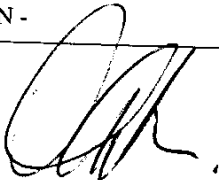
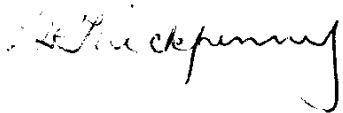
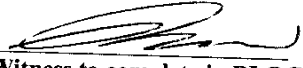
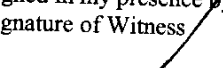
Surname must be underlined

Grant of Easement

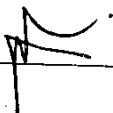
The Grantor, being the registered proprietor of the servient land set out in Schedule A. **Grants to the Grantee** the easement(s) set out in Schedule A with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 3 day of September 2004

ATTESTATION -

 	Signed in my presence by the Grantor / Grantee Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name CAROLYN ANNE DUNCAN Occupation Executive Officer Address 13 Haverhill Rd TAHAKAU
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 Occupation Address
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

Dated

3 September 2004

Schedule A

Purpose (Nature and effect) of easement	Shown (Plan reference) DP 338399	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT or in gross)
Right to convey Electricity, Telecommunication and computer media	B	Lot 3 DP 338399 (CT 157915)	Lot 1 DP 338399 (CT 157913)
	C	Part Lot 1 DP 35285 (CT 1036/129)	Lot 3 DP 338399 (CT 157915)
Right to drain sewage	A	Lot 2 DP 338399 (CT 157914)	Lot 1 DP 338399 (CT 157913)

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:

1. 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 costs of that user or in such proportion as relates to the act or omission.
2. Any easement facility will be under and within the ground comprising the stipulated course.

JNV510

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



View Instrument Details

Instrument Type	Mortgage
Instrument No	9353222.12
Status	Registered
Date & Time Lodged	04 April 2013 12:29
Lodged By	Brown, John Miles Kenrick

Affected Computer Registers	Land District
603957	South Auckland
603960	South Auckland

Mortgagors

Golden Ridge Park Limited

Mortgagees

Bank of New Zealand

Share

Mortgage Details

Memorandum Number	2008/4261
Priority Amount \$	2,200,000.00

This mortgage incorporates the provisions of the above memorandum registered pursuant to section 155A of the Land Transfer Act 1952

Clauses, Conditions or Intent

It is agreed that this mortgage is in substitution for memorandum of mortgage number 9092247.2 and the money secured by this mortgage is the same money the repayment of which was intended to be secured by the earlier mortgage.

Mortgagor Certifications

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

I certify that I have the authority to act for the Mortgagee 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 Judith Kathleen Leeson as Mortgagor Representative on 28/03/2013 10:16 AM

*** End of Report ***



View Instrument Details

Instrument Type	Variation of Mortgage
Instrument No	9838767.1
Status	Registered
Date & Time Lodged	17 September 2014 15:25
Lodged By	Wild, Paula Margaret

Affected Computer Registers	Land District
377485	South Auckland
SA1080/210	South Auckland
SA43D/138	South Auckland

Affected Instruments

Mortgage B661428.2

Mortgagors

Golden Ridge Farm Limited

Mortgagees

Rabobank New Zealand Limited

Mortgage B661428.2 is varied as follows:

New Priority Amount \$ 3,000,000.00 plus interest

The above mortgage is hereby varied to incorporate the new details set out above.

Mortgagor Certifications

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

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Judith Kathleen Leeson as Mortgagor Representative on 17/09/2014 09:31 AM

Mortgagee Certifications

I certify that I have the authority to act for the Mortgagee 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

Mortgagee 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 Judith Kathleen Leeson as Mortgagee Representative on 17/09/2014 09:31 AM

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



View Instrument Details

Instrument No 10089454.1
Status Registered
Date & Time Lodged 19 June 2015 09:14
Lodged By Saville, Jade Marie
Instrument Type Compensation Certificate



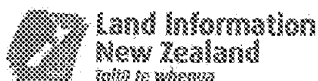
Affected Computer Registers	Land District
SA1080/210	South Auckland
SA43D/138	South Auckland
SA43D/63	South Auckland

Annexure Schedule: Contains 1 Page.

Signature

Signed by David Joseph Ehlers as Crown or Local Authority Representative on 18/06/2015 05:09 PM

*** End of Report ***



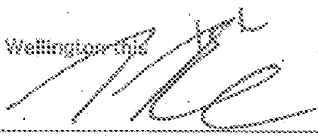
To Registrar-General of Land
South Auckland Land Registration District

**COMPENSATION CERTIFICATE UNDER
SECTION 19 OF THE PUBLIC WORKS ACT 1981**

Unique Identifier(s)	All/Part	Area/Description of part or stratum
SA43D/63	Part	Part Lot 3 DP 25668 being 7.1973 hectares (subject to survey)
SA1080/210 and SA43D/138	Part	Part Lot 1 DP 25668 and Part Lot 2 DP 25668 being 8.1659 hectares (subject to survey)

This Compensation Certificate is forwarded to you under section 19(1) of the Public Works Act 1981 to be registered against the computer registers to all land affected by it.

File reference	CPC/2015/18142
Date of agreement	15 June 2015
Inspection location	Land Information New Zealand Level 7, Radio New Zealand House 155 The Terrace, Wellington, 6145 Phone: (04) 460 0110
Hours for inspection	09.00 to 16.00, Monday to Friday (except public holidays)
Names/addresses of affected parties <i>[ie other than the Minister]</i>	Golden Valley Farm Limited Golden Ridge Farm Limited 250 Houchens Road Glenview Hamilton 3282
Brief particulars	(I) To acquire a total area of 15.3632 hectares from the above described land for the functioning indirectly of a road (segregation strip) and for the purposes of road for the Hamilton Southern Link Project. (II) Compensation Consideration: \$2,192,500 plus GST (if any).

Dated at Wellington this  day of June 2015

TREVOR KNOWLES

For and on behalf of Her Majesty the Queen
Acting pursuant to delegated authority from the Chief
Executive of Land Information NZ pursuant to section 41 of
the State Sector Act 1988



View Instrument Details

Instrument Type	Mortgage
Instrument No	10357740.3
Status	Registered
Date & Time Lodged	17 March 2016 11:53
Lodged By	McGhee, Tui Emma

Affected Computer Registers	Land District
SA68C/906	South Auckland

Mortgagors

[REDACTED]

Mortgagees

Bank of New Zealand

Share

Mortgage Details

Memorandum Number	2015/4324
Priority Amount \$	2,655,000.00 plus interest

This mortgage incorporates the provisions of the above memorandum registered pursuant to section 155A of the Land Transfer Act 1952

Mortgagor Certifications

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

I certify that I have the authority to act for the Mortgagee 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 Monique Leigh Medley-Rush as Mortgagor Representative on 16/03/2016 02:54 PM

*** End of Report ***

View Instrument Details



Instrument No 12703445.3
Status Registered
Date & Time Lodged 16 June 2023 09:40
Lodged By Wild, Paula Margaret
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
1123985	South Auckland
1123986	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 ☒
- 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 9353222.12 has consented to this transaction and I hold that consent ☒

Signature

Signed by Dylan Gould as Grantor Representative on 14/06/2023 01:23 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 ☒
- 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 Dylan Gould as Grantee Representative on 14/06/2023 01:23 PM

*** End of Report ***

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE*Sections 109 Land Transfer Act 2017***Grantor**

GOLDEN RIDGE PARK LIMITED

Grantee

GOLDEN RIDGE PARK LIMITED

Grant of Easement or Profit à prendre

The Grantor, being the registered owner of the burdened land 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, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Purpose (Nature and extent) of easement, or <i>profit</i>	Shown (plan reference) DP 589483	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way Right to convey electricity Right to convey gas Right to convey telecommunications Right to convey water Right to drain water Right to drain sewage	A	Lot 2 RT1123986	Lot 1 and Lot 3 RT1123985

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 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are hereby ~~varied~~ ~~(negative)~~ [added to] or ~~substituted~~ by:

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

[the provisions set out in Annexure Schedule _____]

ANNEXURE SCHEDULE

1. **RIGHT TO CONVEY WATER**
The same rights and powers as set out in paragraph 3 of the Fifth Schedule to the Land Transfer Regulations 2018
2. **RIGHT TO DRAIN WATER**
The same rights and powers as set out in paragraph 4 of the Fifth Schedule to the Land Transfer Regulations 2018
3. **RIGHT TO DRAIN SEWAGE**
The same rights and powers as set out in paragraph 5 of the Fifth Schedule to the Land Transfer Regulations 2018
4. **RIGHT TO CONVEY ELECTRICITY**
The same rights and powers as set out in paragraph 7 of the Fifth Schedule to the Land Transfer Regulations 2018
5. **RIGHT TO CONVEY TELECOMMUNICATIONS**
The same rights and powers as set out in paragraph 8 of the Fifth Schedule to the Land Transfer Regulations 2018
6. **RIGHT TO CONVEY GAS**
The same rights and powers as set out in paragraph 9 of the Fifth Schedule to the Land Transfer Regulations 2018
7. **RIGHTS OF WAY**
The same rights and powers as set out in paragraph 6 of the Fifth Schedule to the Land Transfer Regulations 2018 and Fifth Schedule to the Property Law Act 2007

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 Fifth Schedule to the Land Transfer Regulations 2018 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 the grantor and/or grantee (which includes any of their agents, employees, contractors, subcontractors or invitees) must be carried out promptly by that party at the sole cost of that party or in such proportion as relates to the act or omission.
- (b) Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule of the Property Law Act must prevail.
- (c) Where there is a conflict between the provisions of the Fifth Schedule of the Land Transfer Regulations and/or the Fifth Schedule of the Property Law Act and the modifications in this Easement Instrument, the modifications must prevail.

View Instrument Details



Instrument No	12703445.4
Status	Registered
Date & Time Lodged	16 June 2023 09:40
Lodged By	Wild, Paula Margaret
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
1123985	South Auckland
1123986	South Auckland

Annexure Schedule Contains 1 Pages.

Signature

Signed by Dylan Gould as Territorial Authority Representative on 14/06/2023 01:23 PM

*** End of Report ***

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

IN THE MATTER of DP 589463 being a subdivision of Lot 27 DP 460515.

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 14th July 2022 imposed the following conditions on the resource consent to subdivide Lot 27 DP 460515:

1. *That pursuant to Section 221 of the Resource Management Act 1991, a consent notice shall be registered against the Records of Title for Lots 1 - 3 advising that the required stormwater management measures in accordance with the Stormwater Management Report dated 3rd April 2022 are to be implemented at building consent stage and maintained on an on-going basis by the owner. Any changes to the stormwater design shall be submitted to Strategic Development Unit and reviewed and accepted by General Manager Development or nominee.*
2. *That pursuant to Section 221 of the Resource Management Act 1991, a consent notice shall be registered against the Records of Title for Lots 1 and 3 advising that future development of the lot shall require site specific investigations and geotechnical assessment to confirm suitability and requirements for building foundations. The site-specific assessment shall be submitted as part of Building Consent for future building/s and shall take into account the recommendations of the Geotechnical Report titled '37a Saxbys Road Hamilton, Geotechnical Assessment Report.' prepared by HD Geotechnical dated 01.04.2022 (ref: HD2291).*

Dated at Hamilton this 29th Day of May 2023.



Rajiv Raman
(Authorised Officer)

HCC Ref: 11.2022.00007939.004

Surveyor Ref: 21255 LT

Subdivision Site: 37A and 37B Saxbys Road, Deanwell, Hamilton 3206

B 571906.2 TE
MEMORANDUM OF TRANSFER

THEODORE ROBERT BONGERS of Hamilton, Engineer ("the Grantor")

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 enclosed~~

hereon, in all

piece of land situated in the

~~containing~~

be the same a little more or less All of certificate of title 56A/251 ("the servient land")
(South Auckland Registry)

SOUTHCITY EDUCATIONAL CHARITABLE TRUST a duly incorporated Charitable Trust having its
registered office at Hamilton ("the Grantee") are registered as proprietors of an
estate in fee simple in all of Certificate of title 56A/252 (South Auckland Registry)
("the Dominant Land")

TRB

~~IN CONSIDERATION of the sum of~~

(which sum includes \$ for chattels)

paid to

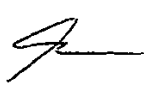
(the receipt of which sum is hereby acknowledged) DO

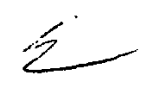
HEREBY TRANSFER to the said

all

estate and interest in the said piece

~~of land above described~~

IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) the receipt of which is hereby acknowledged) paid to the Grantor by the Grantee* to be appurtenant to the Dominant Land for all time the following rights (contained in the attached schedule marked "A"). ~~over the Servient Land being Area " " on Certificate of title 56A/251 (South Auckland Registry)~~ over that part of the servient land being the area marked "A" on DPS81802. 

*the grantor grants to the grantee a sewerage easement 

"A"

The following provisions shall apply to the within sewage drainage easement:-

1. Full and free right liberty and licence at all times hereinafter to carry and convey in pipes or conduits through and under the portion of the servient land all such sewerage from the dominant land as the grantee shall desire.
2. For the purposes aforesaid the grantee shall have full right and liberty from time to time to dig up to any depth and again fill in the soil of the said portions of the servient land and to alter repair and maintain covered drains through and under the same and to lay down construct and make in through or under the said portions of the servient land pipes and conduits of such size and material as the grantee shall think fit for the carrying and conveying of such sewerage with such manholes valves and surface boxes as the grantee shall think fit and from time to time inspect maintain cleanse repair extend remove and enlarge such pipes and conduits manholes values and surface boxes as the grantee shall think fit and to have to the same for any such purpose access to from and across the remainder of the servient land and from time to time repair and maintain all works in connection therewith and also power and authority for the grantee its surveyor, engineers workmen agents and servants with or without horses carts or other vechiles and machinery from time to time and at all times to enter and remain for any purposes aforesaid on the servient land as shall be necessary for such purposes and generally to do and perform such acts and things in and upon the servient as may be necessary and proper for or in relation to any of the purposes aforesaid.

TRB
Jaw Q

3. The grantee shall at all times maintain and repair all such pipes and conduits as may be laid down constructed or erected in or under the servient land in pursuance of these presents in a good and efficient state of repair for the purposes of which the same are designed and will prevent the same from becoming a nuisance.
4. In the event of the grantee entering into and upon the servient land for the purpose of constructing or laying down or erecting any such pipes conduits manholes valves surface boxes and other things pertaining to the said sewerage drain the grantee shall carry out and complete the same with as little disturbance to the surface of the servient land as possible and shall immediately upon completion of such work restore the surface of the servient land as nearly as possible to its original condition.
5. The grantor its successors or assigns shall not any time hereafter do commit or suffer any acts whereby the rights powers licences and liberties hereby granted to the grantee may be interfered with or effected PROVIDED HOWEVER that this provision shall not affect any boundary fence between the said servient land and dominant land.
6. Nothing herein contained or implies shall be deemed to compel the grantee to conduct sewerage through the said drains pipes or conduits.

TRB
Jaw Q

IN WITNESS WHEREOF these presents have been executed this

30

day of

August

One thousand nine hundred and ninety five

SIGNED by the abovenamed

THEODORE ROBERT BONGERS as the Grantee
in the presence of

[Handwritten signature]

Witness:

[Handwritten signature]

Occupation:

ROSS BRAZIER
SOLICITOR
HAMILTON

Address:

SIGNED by SOUTHCITY EDUCATIONAL)
CHARITABLE TRUST ~~in the presence of~~)
by the affixing of its common seal in)
the presence of:)

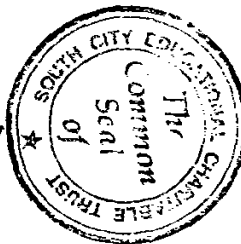
Witness

[Handwritten signature] J.E. GALT
Board Member

Address

Occupation

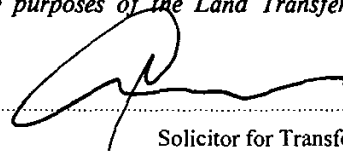
[Handwritten signature] A.W. Vink
Board Member



No.

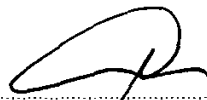
TRANSFER

Correct for the purposes of the Land Transfer Act.


Solicitor for Transferee/s

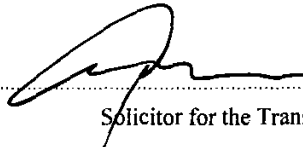
Transferor
Transferee

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

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 Transferee/s

Particulars entered in the Register
Schedule of Land herein on the
stamped below.

Assistant Land Registrar
of the District of South Auckland

TOMPKINS WAKE
SOLICITORS
HAMILTON

WAIKATO BAY OF PLENTY DISTRICT LAW SOCIETY

RICE PRINTERS



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
FOR REGISTRATION - GENERAL OF LAND

1205 11.OCT199 B 571908



B 571906.3 T

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
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.

Land Registration District

South Auckland

Certificate of Title No. **All or Part?** **Area and legal description — Insert only when part or Stratum, CT**

67A	427	All	
-----	-----	-----	--

Transferor Surnames must be underlined

THE WAIPA DISTRICT COUNCIL

Transferee Surnames must be underlined

THEODORE ROBERT ~~GEORGE~~ BONGERS

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.

Fee simple and the Transferee shall be bound by a Fencing Covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

Consideration

\$3,200.00 plus GST

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 14 day of June 1999

Attestation



Signed in my presence by the Transferor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name T G LOOMB JP
Occupation MANAGER
Address TE AWAMUTU

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that: Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply
Certified that: no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

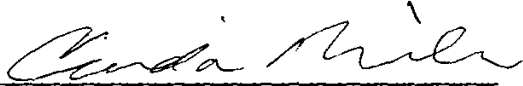
Annexure Schedule

TRANSFER

Dated 14-6-99

Page 2 of 2 Pages

The within described land is to be amalgamated with the land in Certificate of Title volume 56A folio 251 pursuant to Section 345(2) of the Local Government Act 1974.

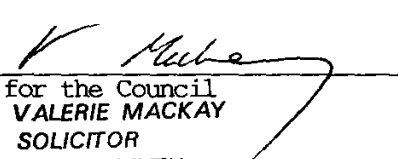


Solicitor for the Transferor

It is declared that the Transferor shall not be liable or called upon to erect or repair or contribute towards the erection or repair of any boundary or dividing fence between the within written property and any adjoining land owned by the Transferor, but this proviso shall not enure to the benefit of any purchaser of that adjoining land.

Certified that public notice has been given pursuant to Section 230(2) of the Local Government Act 1974.

Dated this 14th day of June 1999



Solicitor for the Council
VALERIE MACKAY
SOLICITOR
TE AWAMUTU

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF: 4135

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

68c/906



PARTICULARS ENTERED IN REGISTER
12.05.11.OCT.1999 B 571902
FOR REGISTRAR - GENERAL OFFICE

12.05.11.OCT.1999 B 571902

6.3



B571907-2 GN

Extract from *N.Z. Gazette*, 5 August 1999, No. 90, p. 2151

**Land Acquired for State School in Saxbys Road,
Waipa District**

Pursuant to section 20 (1) of the Public Works Act 1981, and to a delegation from the Minister of Lands, Ronald Alistair Jolly, Land Information New Zealand, declares that, an agreement to that effect having been entered into, the land described in the Schedule to this notice is hereby acquired for a State school and shall vest in the Crown, subject to the sewage easement and the appurtenant sewage easement created by transfer H. 424048 on the date of publication of this notice in the *New Zealand Gazette*.

Schedule

South Auckland Land District

Area
ha

Being

1.5000 Part Lot 1, D.P. S. 69842 and Lot 2,
D.P. S. 11357; as shown marked "A" on
plan.

m²

1181 Part Section 1, S.O. 60814; as shown marked "B"
on plan.

Both shown marked as above mentioned on S.O. Plan 61221, lodged in the office of the Chief Surveyor at Hamilton.

Dated at Wellington this 26th day of July 1999.

R. A. JOLLY, for Minister of Lands by the Minister for
Food, Fibre, Biosecurity and Border Control.

(LINZ CPC/1998/2547/A)

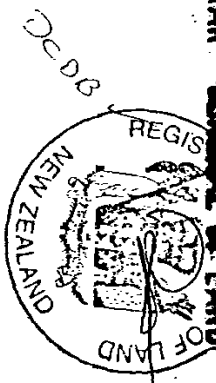
:CL

ln5643

Notice No. **5643**

1205 11.OCT199 B 571908 7.2

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH ISLAND
FOR REGISTRAR - GENERAL OF LAND





Mortgage Intended for Use in Conjunction with Memorandum

MORTGAGE [ALL OBLIGATIONS]

Land Transfer Act 1952

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

South Auckland

Certificate of Title No. All or Part? Area and legal description — *Insert only when part or Stratum, CT*

43D 136
43D 138
1080 210

All

Mortgagor Surnames must be underlined

Golden Ridge Farm Limited

Mortgagee Surnames must be underlined

Rabobank New Zealand Limited

Estate or Interest: Insert e.g. Fee simple; Leasehold in Lease No.; etc.

fee simple

Terms

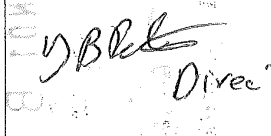
Priority sum: \$ 1,200,000.00

Operative Clause

In consideration of the mortgagee providing, or agreeing to provide, financial services to or for the accommodation of the mortgagor, the mortgagor hereby covenants and agrees with the mortgagee so as to incorporate herein the provisions of Memorandum Number 1995/4004 registered in the Land Registry Office for the above district **AND** for the better securing to the mortgagee the payment of the moneys hereby secured (as hereinafter defined) and compliance by the mortgagor with the terms of this mortgage the mortgagor hereby mortgages to the mortgagee all the mortgagor's estate and interest in the land in the above Certificate(s) of Title.

Dated this 4 day of May 192001

Attestation


Director

Director
Signature, or common seal of Mortgagor

Signed in my presence by the Mortgagor
Signature of Witness

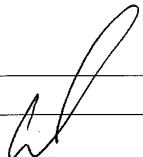
Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

Certified correct for the purposes of the Land Transfer Act 1952


Solicitor for the Mortgagee

Approved by Registrar-General
of Land under No. 1995/2006

MORTGAGE

[ALL OBLIGATIONS]

Land Transfer Act 1952

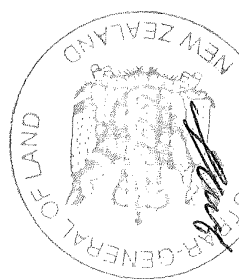
Law Firm Acting

JON WEBB
BARRISTER & SOLICITOR
PO BOX 132 / DX GB 21539
HAMILTON
TELE: (07) 834 3311

Auckland District Law Society
REF: 4160

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

REGISTER.



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
FOR REGISTRAR + GENERAL OFFICE

1200 05.JUN01 B 661428.2

F
② M 38+10-12

[illegible]

Alliance

2007 11 2

H424048 \$10

MEMORANDUM OF TRANSFER

By way of grant of sewer easement

TE

668230/02

WHEREAS ROBERT SAMUEL MALCOLM MCFARLANE of Te Kuiti, Farmer and MARGARET ESTHER MCFARLANE his wife (hereinafter called "the first grantor") are registered as the proprietors of an estate in fee simple of all that piece of land containing 5546.8 m² being Lot 2 on Deposited Plan S11357 being more particularly described as part of that land in Certificate of Title Volume 11D Folio 17 South Auckland Registry SUBJECT TO Mortgage No. H320535, which piece of land is delineated and marked "A" on the plan drawn on this deed and H 334228.

AND WHEREAS ALLAN JAMES PAYNE of Hamilton, University Lecturer and JANE PAYNE his wife (hereinafter called "the second grantor") are registered as the proprietors of an estate in fee simple of all that piece of land containing 920 m² more or less being Lot 275 on Deposited Plan S17301 more particularly described as all that land in Certificate of Title Volume 15C Folio 1264 South Auckland Registry SUBJECT TO Building Line restriction contained in Transfer S606317 and SUBJECT TO Mortgage Nos. H005402.5 and H258070.2 which land is delineated and marked "B" on the plan drawn on this deed

AND WHEREAS RUSSELL JOHN BALLARD of Gordonton, Farmer, GRAHAM KEVIN FERRY, Council Employee and LOUIS GEORGE DAVY Pastor both of Hamilton (hereinafter called "the grantee") are registered as proprietors of an estate in fee simple in all that piece of land containing 6.3392 ha more or less being Lot 1 on Deposited Plan 28467, and Lot 1 on Deposited Plan 31904 and part Lot 1 on Deposited Plan S1365, and Lot 1 on Deposited Plan S11357 being more particularly described as all that land in Certificate of Title Volume 20B Folio 428 which piece of land is delineated and marked "C" on the

[Handwritten signature]
in & out
R. McFarlane

[Handwritten signature]
J.P.
K. B.

W. E. Street Day HT

said plan AND WHEREAS the grantee is desirous of constructing a sewerage pipeline beneath the surface of the said pieces of land marked "A" "B" and "C" which will be connected with the main or public sewer at the point marked "X" on the said plan the course of which sewerage pipeline is shown on the plan by dotted lines between the points marked "X" and "Y" thereon AND WHEREAS the first grantor and second grantor has agreed to grant to the grantee such rights in respect of the said sewerage pipeline as are hereinafter expressed

NOW THIS DEED WITNESSETH that the first grantor and second grantor hereby grants unto the grantee and his successors in title as appurtenant to the grantee's said land

1. Full and free right liberty and licence at all times hereinafter to carry and convey in pipes or conduits through and under the portion of their said land marked as hereinbefore specified all such sewerage from the said piece of land marked "C" on the said plan as the grantee shall desire.
2. For the purposes aforesaid the grantee shall have full right and liberty from time to time to dig up to any depth and again fill in the soil of the said portions of the land above described marked "A" and "B" and to alter repair and maintain covered drains through and under the same and to lay down construct and make in through or under the said portions of the said land pipes and conduits of such size and material as the grantee shall think fit for the carrying and conveying of such sewerage with such manholes valves and surface boxes as the grantee shall think fit and from time to time inspect maintain cleanse repair extend remove and enlarge such pipes and conduits manholes valves and

[Handwritten signature]
m. E. H. J.
R. W. J.

J.P.
 27P
[Handwritten signature]

- Wm. L. Galt*

J.P.
EAP
ilms

HOWEVER that this provision shall not affect any boundary fence between the said land.

6. Nothing herein contained or implied shall be deemed to compel the grantee to conduct sewerage through the said drains pipes or conduits.

SIGNED by the said ROBERT SAMUEL) *R McFarlane*
MALCOLM MCFARLANE and MARGARET ESTHER) *in E McFarlane*
MCFARLANE as first grantors in the)
 presence of:-) *X*

W. McFarlane
Pauline McFarlane
Le Kuiti

SIGNED by the said ALLAN JAMES PAYNE)
 and JANE PAYNE as second grantor in) *Allan James Payne*
 the presence of:-) *Jane Payne*

Kneebly
Salvador
Hamilson

SIGNED by the said RUSSELL JOHN BALLARD,)
GRAHAM KEVIN FERRY and LOUIS GEORGE DAVY as)
 grantee in the presence of:-)

X RJ Ballard
X GK Ferry
X LG Davy

NOEL HEWAZE VICKRIDGE
 POSTMASTER
 GLENVIEW
Alenore Vickridge

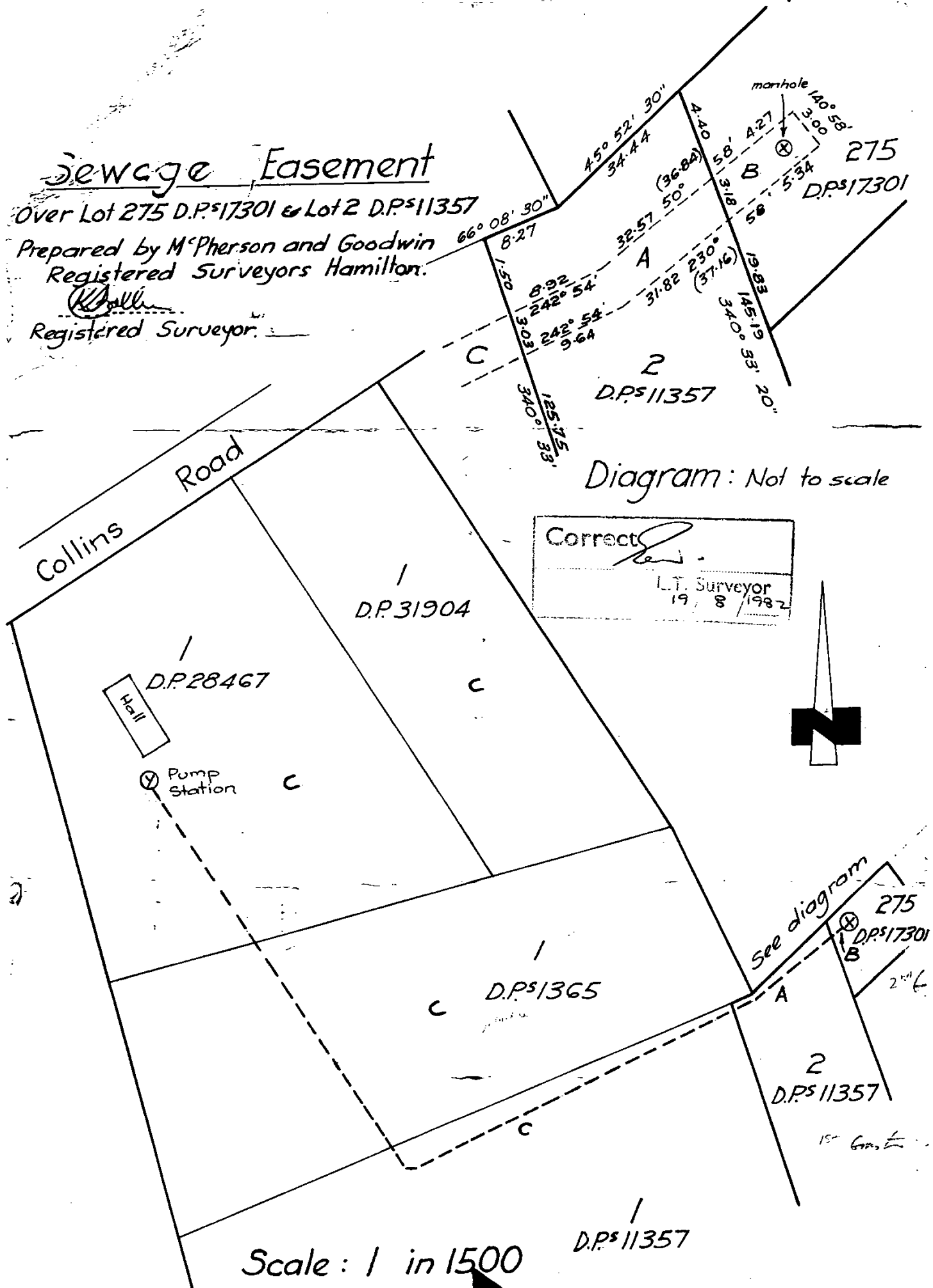


Sewage Easement
Over Lot 275 D.P.^s17301 & Lot 2 D.P.^s11357

Over Lot 275 D.P.s 17301 & Lot 2 D.P.s 11357

Prepared by McPherson and Goodwin
Registered Surveyors Hamilton.

Registered Surveyor.



Correct for the purposes of the
Land Transfer Act

DATED

Solicitor for the Grantor

B293734-5 Transfer merging the
within easement over part
lot 2 DPS 11357 as appurtenant
to lot 1 DPS 69842 (CT 56A/251)
- 1.9.1995 at 2.27 o'clock

BETWEEN R.S.M. McFARLANE and
M.E. McFARLANE

"the first grantor"

AND A.J. PAYNE and J. PAYNE

"the second grantor"

AND R.J. BALLARD G.K. FERRY, and
L.G. DAVY

"the grantee"

MEMORANDUM OF TRANSFER BY WAY OF
GRANT OF SEWER EASEMENT



424048
11/17
15/12/84
District Land Registry
Hamilton, No. 2
208/428
Aug 11 10 40 AM '82

(1/5) GES
Diagram Fee - \$11.00
Grm Fee - \$15

TOMPKINS WAKE & CO,
SOLICITORS,
HAMILTON

