



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




R.W. Muir
Registrar-General
of Land

Identifier **365108**
Land Registration District **South Auckland**
Date Issued 01 October 2013

Prior References
258253

Estate Fee Simple
Area 5417 square metres more or less
Legal Description Lot 2 Deposited Plan 390974
Registered Owners
Joy Wright

Interests

S115519 Electricity Agreement pursuant to Electricity Amendment Act 1948 - 14.12.1956 at 11.10 am (Affects the part formerly Lot 3 DPS 3718)

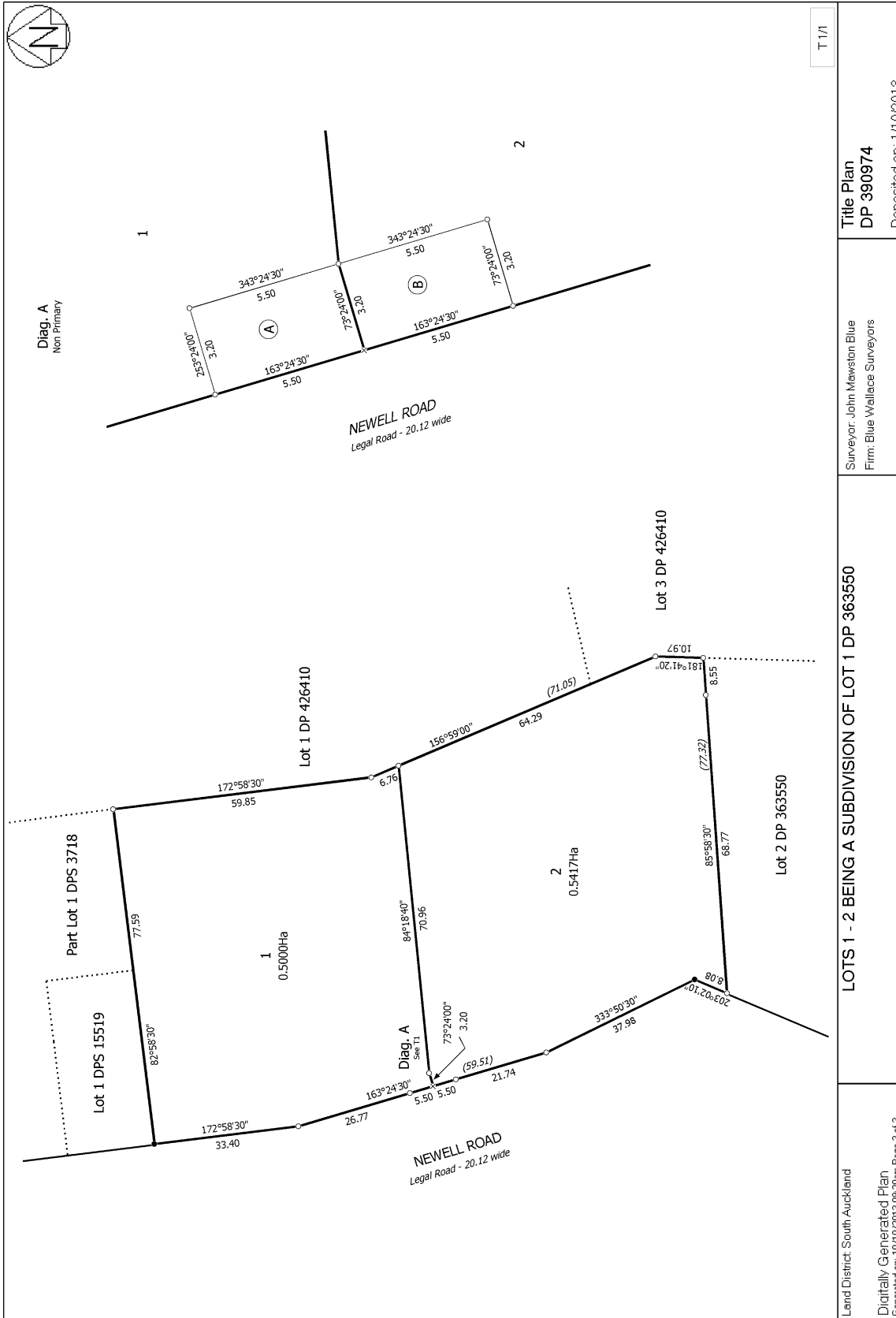
S117276 Agreement under the Electricity Amendment Act 1948 - 12.2.1957 at 2.45 pm (Affects the part formerly Lot 2 DPS 3718)

9528752.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 1.10.2013 at 4:18 pm

Subject to a right of way over part marked B on DP 390974 created by Easement Instrument 9528752.3 - 1.10.2013 at 4:18 pm

Appurtenant hereto is a right of way created by Easement Instrument 9528752.3 - 1.10.2013 at 4:18 pm

The easements created by Easement Instrument 9528752.3 are subject to Section 243 (a) Resource Management Act 1991



T 1/1

Title Plan
DP 390974

Surveyor: John Mawston Blue
Firm: Blue Wallace Surveyors

LOTS 1 - 2 BEING A SUBDIVISION OF LOT 1 DP 363550

Land District: South Auckland
Digitally Generated Plan
Generated on: 10/10/2013 09:20am Page 3 of 3

Deposited on: 11/10/2013



IN THE MATTER of the Electricity
Amendment Act 1948.

FRANK MONTGOMERY OLIVER of Cambridge, Secretary-Manager and an authorised officer of The Cambridge Electric-power Board HEREBY CERTIFY that the Agreement hereinafter appearing is a duplicate of an Electricity Agreement dated the *26th* day of *November* One thousand nine hundred and fifty-*Six* between TREVOR JOHN McCLURE of Hamilton, Veterinary Surgeon, and ANNETTE ESSERY McCLURE his wife, and THE CAMBRIDGE ELECTRIC-POWER BOARD AND I HEREBY REQUEST that the said Agreement be registered against ALL THAT piece of land... containing TWO ACRES (2ac. Ord. Oper.) more or less being Lot 3 on Deposited Plan number S 3718 being portion of Allotment 1 of the Parish of Tamahere and.. being the whole of the land comprised in Certificate of Title Volume 1252 Folio 39 (S) Auckland Registry Subject to an agreement as to fencing contained in Transfer number S 104031 AND I FURTHER CERTIFY that the said Agreement is one.. that may be registered against the said land under Section 3 of the Electricity Amendment Act 1948.

DATED at Cambridge this *26th* day of *November* One thousand nine hundred and fifty-*Six*

SIGNED by the abovenamed FRANK MONTGOMERY OLIVER an authorised officer of The Cambridge Electric-power Board in the presence of :
David S. Jackson
Solicitor
Cambridge

ELECTRICITY AGREEMENT.

IN THE MATTER of the Electricity ..
Amendment Act 1948.

AGREEMENT made the *26th* day of *November* One thousand nine hundred and fifty-*Six* BETWEEN THE CAMBRIDGE ELECTRIC-POWER BOARD an Electric-power Board duly constituted under the provisions of the Electric-power Boards Act 1925 and having its office at Cambridge (hereinafter together with its successors and assigns called "the Board") of the one part AND TREVOR JOHN McCLURE of Hamilton, Veterinary Surgeon, and ANNETTE ESSERY McCLURE his wife (hereinafter together with their executors administrators and assigns. called "the Consumers") of the other part.

WHEREAS the Consumers are the owners of all that piece or parcel of land more particularly described in the Schedule hereto (hereinafter called "the said land"). ..

AND WHEREAS the Consumers have applied to the Board to give a supply of electricity to them for buildings or installations on the said land. ..

AND WHEREAS the Board for the purpose of giving such supply proposes to erect an extension of the electric distribution line in the vicinity of the said land

AG S115519 Agreement
CIV. 01/01 Pgs - 003 13/09/13 07/59
DocID: 54438957

6-11-6
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N.L.

20562

L.M.C.
G.E.P.

N.L.

AND WHEREAS the Board requires the Consumer to make payments in respect of the .. capital cost of such extension which the Consumers have agreed to do. ...

NOW THEREFORE IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. THE Consumers shall in respect of the capital cost of the said extension pay to the Board annually the sum of TWENTY POUNDS (£20) for the period of five years from the day next following the day on which the Board gives notice to the ... Consumers that a supply of electricity is available. ..
2. THE Board shall credit to the Consumers in reduction of the said annual sum, payable in respect of any year all moneys paid by the Consumers for electrical .. energy used in that year charged according to the scale of charges in force at... that time in the locality of the said land for the same type of service. ..
3. ALL payments to be made hereunder by the Consumers shall be made free of .. exchange at the Board's office in Cambridge or at such other place in New Zealand as the Board may direct. ...
4. IF and when the properties of any person or persons other than the Consumer, and ERNEST SCHEFER, CHARLES BARRY WRIGHT and KENNETH COUPLAND CHANDLER or their successors in title are supplied with electrical energy by the use of the same .. extension as is mentioned in these presents the aforesaid annual charge of Twenty Pounds (£20) shall abate and if the amount of such abatement cannot be determined by agreement it shall be referred to the arbitration of the Chief Electrical ... Engineer or other person nominated for that purpose by the Chief Electrical .. Engineer and the decision so arrived at shall be final and binding on all parties.
5. THIS Agreement is subject to the provisions of the Electricity Amendment ... Act 1948 and shall be registered against the title of the said land. ..
6. THE Consumers will pay the legal costs in respect of the preparation and ... registration of this Agreement. ..

IN WITNESS WHEREOF this Agreement has been executed the day and year first.. above written. ...

THE SCHEDULE.

ALL THAT piece of land containing TWO ACRES (2ac. Ord. Oper.) more or less being Lot 3 on Deposited Plan number S 3718 being portion of Allotment 1 of the Parish of Tamahere and all the land comprised in Certificate of Title Volume 1252 Folio. 39 (S) Auckland Registry Subject to an agreement as to fencing contained in ... Transfer number S 104031. ✓ ..

SIGNED on behalf and with the authority of }
THE CAMBRIDGE ELECTRIC-POWER BOARD by .. }
FRANK MONTGOMERY OLIVER the Secretary- .. }
Manager thereof in the presence of : ... }

David S. Jecks
Solicitor
Cambridge

SIGNED by the abovenamed TREVOR JOHN .. }
MCCLURE in the presence of : ... }

David S. Jecks
Solicitor
Cambridge

SIGNED by the abovenamed ANNETTE ESSERY ... }
MCCLURE in the presence of : ... }

David S. Jecks
Solicitor
Cambridge

A. E. Essery

115519

ELECTRICITY AGREEMENT.

THE CAMBRIDGE ELECTRIC-POWER BOARD

- and -

TREVOR JOHN McCLURE
and
ANNETTE ESSERY McCLURE

Particulars entered in the Register-Book

1252/39

the 14th day of December 1956
at 11.10 o'clock.



[Signature]
Assistant District Land Registrar
of the District of Auckland.

LAND & DEEDS	
Nature:	<i>Electricity Ag.</i>
Firm:	<i>Peak Kitcher</i>
	14 DEC 1956
Time:	<i>11.10</i>
Fee: £	<i>5: -</i>
Abstract No.	<i>3952</i>

LEWIS & JECKS,
Solicitors,
CAMBRIDGE.



IN THE MATTER of the Electricity ...
Amendment Act 1948.

I, FRANK MONTGOMERY OLIVER of Cambridge, Secretary-Manager and an authorised officer of the Cambridge Electric-power Board HEREBY CERTIFY that the Agreement hereinafter appearing is a duplicate of an Electricity Agreement dated the ..
26th day of *November* One thousand nine hundred and fifty-*six* ...
between CHARLES BARRY WRIGHT of Hamilton, Technician, and THE CAMBRIDGE ELECTRIC-POWER BOARD AND I HEREBY REQUEST that the said Agreement be ..
registered against ALL THAT piece of land containing TWO ACRES (2ac. Ord. Oper) more or less being Lot 2 on Deposited Plan number S 3718 being portion of ..
Allotment 1 of the Parish of Tamahere and being the whole of the land comprised in Certificate of Title Volume 1247 Folio 98 (S) Auckland Registry Subject to ..
and Mortgage No. S 116330 an agreement as to fencing contained in Transfer number S 103545/ AND I ...
FURTHER CERTIFY that the said Agreement is one that may be registered against the said land under Section 3 of the Electricity Amendment Act 1948. ..

DATED at Cambridge this *26th* day of *November* One thousand nine hundred and fifty-*six* ...

SIGNED by the abovenamed FRANK MONTGOMERY OLIVER an authorised officer of The ...
Cambridge Electric-power Board in the ..
presence of :

F. B. Oliver

Robert David S. Hicks
Solicitor
Cambridge

AG S117276 Agreeamer

Copy 01/01 Plus 003.13109/13.09.28



DocId: 514301740

ELECTRICITY AGREEMENT.

IN THE MATTER of the Electricity ..
Amendment Act 1948.

AGREEMENT made the *26th* day of *November* One thousand nine ..
hundred and fifty-*six* BETWEEN THE CAMBRIDGE ELECTRIC-POWER BOARD an ...
Electric-power Board duly constituted under the provisions of the Electric- ..
power Boards Act 1925 and having its office at Cambridge (hereinafter together with its successors and assigns called "the Board") of the one part AND ...
CHARLES BARRY WRIGHT of Hamilton, Technician (hereinafter together with his ..
executors administrators and assigns called "the Consumer") of the other part.
WHEREAS the Consumer is the owner of all that piece of parcel of land more ..
particularly described in the Schedule hereto (hereinafter called "the said...
land"). ..
AND WHEREAS the Consumer has applied to the Board to give a supply of ...
electricity to him for buildings or installations on the said land. ..
AND WHEREAS the Board for the purpose of giving such supply proposes to erect.
an extension of the electric distribution line in the vicinity of the said ...
land. ..
AND WHEREAS the Board requires the Consumer to make payments in respect of the

*****-1-3
-3-XI-56 54143 --EIV

52. 6/11/56

F. B. Oliver
R. D. S. Hicks

F. B. Oliver
R. D. S. Hicks
CBW

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capital cost of such extension which the Consumer has agreed to do. ...

NOW THEREFORE IT IS MUTUALLY AGREED by and between the parties hereto as follows : ..

1. THE Consumer shall in respect of the capital cost of the said extension pay to the Board annually the sum of SIXTEEN POUNDS (£16) for the period of five years from the day next following the day on which the Board gives notice to the Consumer that a supply of electricity is available. ...

2. THE Board shall credit to the Consumer in reduction of the said annual sum payable in respect of any year all moneys paid by the Consumer for electrical energy used in that year charged according to the scale of charges in force at that time in the locality of the said land for the same type of service. ...

3. ALL payments to be made hereunder by the Consumer shall be made free of exchange at the Board's office in Cambridge or at such other place in New Zealand as the Board may direct. ...

4. IF and when the properties of any person or persons other than the Consumer and, ERNEST SCHEFER, KENNETH COUPLAND CHANDLER and TREVOR JOHN McCLURE or their successors in title are supplied with electrical energy by the use of the same extension as is mentioned in these presents the aforesaid annual charge of Sixteen Pounds (£16) shall abate and if the amount of such abatement cannot be determined by Agreement it shall be referred to the arbitration of the Chief Electrical Engineer or other person nominated for that purpose by the Chief Electrical Engineer and the decision so arrived at shall be final and binding on all parties. ..

5. THIS Agreement is subject to the provisions of the Electricity Amendment Act 1948 and shall be registered against the title of the said land. ...

6. THE Consumer will pay the legal costs in respect of the preparation and registration of this Agreement. ...

IN WITNESS WHEREOF this Agreement has been executed the day and year first above-written. ...

THE SCHEDULE.

ALL THAT piece of land containing TWO ACRES (2ac. Ord. Oper.) more or less being Lot. 2 on Deposited Plan number S 3718 being portion of Allotment 1 of the Parish of Tamahere and all the land comprised in Certificate of Title Volume 1247 Folio 98 (S). Auckland Registry Subject to an agreement as to fencing contained in Transfer number S 103545, and to Mortgage number S 116330. ...

Handwritten initials

SIGNED on behalf and with the authority of THE CAMBRIDGE ELECTRIC-POWER BOARD by FRANK MONTGOMERY OLIVER the Secretary-Manager thereof in the presence of :

J. B. Oliver

*David S. Stokes
Solicitor
Cambridge*

SIGNED by the abovenamed CHARLES BARRY WRIGHT in the presence of :

C. B. Wright

*R. Zurbow
Solicitor
Hamilton*

117276

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ELECTRICITY AGREEMENT.

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THE CAMBRIDGE ELECTRIC-POWER BOARD.

- and -

CHARLES BARRY WRIGHT.

Particulars entered in the Register-Book

Vol. 1247 Folio 98.

the 12th day of February 1957
at 2:45 o'clock.



Chedwin

Assistant District Land Registrar
of the District of Auckland.

LAND & DEEDS
Notice <i>Blac. Act</i>
From <i>Book & Kist 26</i>
12 FEB 1957
Time: <i>2:45</i>
Fee: \$ <i>10</i>
Abstract No. <i>4545</i>

LEWIS & JECKS,
Solicitors,
CAMBRIDGE.

View Instrument Details



Instrument No 9528752.2
Status Registered
Date & Time Lodged 01 October 2013 16:18
Lodged By Brazier, Ross Terrence
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
365107	South Auckland
365108	South Auckland

Annexure Schedule: Contains 4 Pages.

Signature

Signed by Ross Terrence Brazier as Territorial Authority Representative on 01/10/2013 09:59 AM

*** End of Report ***

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



www.waikatodistrict.govt.nz

The Registrar General of Land
South Auckland Land Registry

IN THE MATTER of a Consent Notice pursuant to Section 221 of
the Resource Management Act 1991 ("the Act")
and

IN THE MATTER of a subdivision Consent pursuant to Sections 105,
108, 220, and 221 of the Act

I, TONY GRANT WHITTAKER Acting Chief Executive of the WAIKATO DISTRICT COUNCIL, hereby certify that the Waikato District Council has granted its consent to the subdivision shown on Deposited Plan 390974, (and being the land described in the First Schedule), subject to certain conditions, including the requirement that the Owner (as defined in the Act) comply on a continuing basis with the conditions set out in the Second Schedule and that this Notice be registered against the Certificates of Title for Lots 1 and 2 on Deposited Plan 390974

First Schedule

An estate in fee simple in all that parcel of land containing 1.0417 hectares more or less being Lot 1 Deposited Plan 363550 and comprised in Certificate of Title 258253 (South Auckland Registry)

Second Schedule

In respect of Lot 1

1. The Owners of Lot 1 shall be advised that all buildings shall be located no less than 10 metres from the top of the gully edge.
2. The Owners of Lot 1 shall be advised that the foundation of any building and the stormwater and wastewater disposal systems of any building located on Lot 1 shall be located, designed and constructed in accordance with the recommendations of the geotechnical report prepared by Maunsell Limited dated 14 March 2006, reference number 600 209 13. A copy of this report can be obtained from the Waikato District Council.

In respect of Lots 1 and 2

3. The Owners of Lots 1 and 2 shall comply with the following conditions:
 - (a) The vegetative cover and planting of gully slopes shall be maintained to assist in the control of surface erosion.



www.waikatodistrict.govt.nz

- (b) Any ponding of stormwater at the top of all slopes shall be prevented and there shall be no concentrated flows of stormwater such as discharges from stormwater pipes, over the edge of gully slopes.
- (c) No fill, including inorganic or organic matter shall be placed over the gully edges.
- (d) The use of gully areas shall be restricted to uses compatible with soil conservation and erosion control.

General condition

- 4. The Owners shall pay the Council's costs and disbursements in respect of the preparation, execution, registration and enforcement of this Notice and the Council's conditions set out in this Notice and any variation or cancellation of them.

DATED at Ngaruawahia this 10th day of September 2013

A handwritten signature in black ink, appearing to read "Tony Grant Whittaker", written over a horizontal line.

TONY GRANT WHITTAKER
Acting Chief Executive

SUB0172/07

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)

Order for New Titles

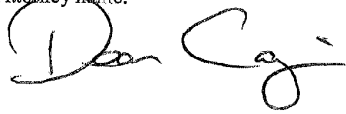

ANZ Bank of New Zealand Limited	Mortgagee under Mortgage number 6570722.2 and 6570722.3
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Consent

The person giving consent hereby consents to the deposit of plan 390974, the creation of the easements associated with the said plan and the creation of land over Lots on the said plan but without prejudice to the rights and powers of the mortgagee.

Dated this 26 day of 2013 September 2013


Attestation

Signed for and on behalf of ANZ Bank New Zealand Limited by its Attorney DEAN WARREN COUZINS Attorney name: 	Signature of Witness  NICOLA ANN ROWAN Bank Officer Auckland Witness name: Bank Officer Auckland
---	--

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

I, Dean Couzins of Auckland, New Zealand, currently holding the position of Lending Services Team Leader of ANZ Bank New Zealand Limited, certify –

1. That by deed dated 29 October 2012, ANZ Bank New Zealand Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.



Signed this 26th day of September 2013.

View Instrument Details



Instrument No 9528752.3
Status Registered
Date & Time Lodged 01 October 2013 16:18
Lodged By Brazier, Ross Terrence
Instrument Type Easement Instrument



Affected Computer Registers	Land District
365107	South Auckland
365108	South Auckland

Annexure Schedule: Contains 4 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 6570722.2 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 6570722.3 has consented to this transaction and I hold that consent

Signature

Signed by Ross Terrence Brazier as Grantor Representative on 01/10/2013 09:59 AM

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 Ross Terrence Brazier as Grantee Representative on 01/10/2013 10:00 AM

*** 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

Joy Wright

Grantee

Joy Wright

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 of Way	390974 as "A"	Lot 1 DP 390974 CT 365107	Lot 2 DP 390974 CT 365108
	390974 as "B"	Lot 2 DP 390974 CT 365108	Lot 1 DP 390974 CT 365107

JD

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

N/A

JH

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)

Order for New Titles

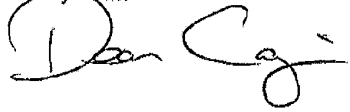

ANZ Bank of New Zealand Limited	Mortgagee under Mortgage number 6570722.2 and 6570722.3
---------------------------------	---

Consent

The person giving consent hereby consents to the deposit of plan 390974, the creation of the easements associated with the said plan and the creation of land over Lots on the said plan but without prejudice to the rights and powers of the mortgagee.

Dated this 26 day of 2013 September 2013

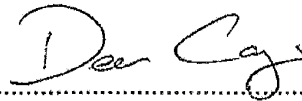
Attestation

<p>Signed for and on behalf of ANZ Bank New Zealand Limited by its Attorney</p> <p>DEAN WARREN COUZINS</p> <p>Attorney name:</p> 	<p>Signature of Witness</p>  <p>NICOLA ANN ROWAI Bank Officer Auckland</p> <p>Witness name:</p> <p>Bank Officer Auckland</p>
---	---

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

I, Dean Couzins of Auckland, New Zealand, currently holding the position of Lending Services Team Leader of ANZ Bank New Zealand Limited, certify –

1. That by deed dated 29 October 2012, ANZ Bank New Zealand Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.



Signed this 26th day of September 2013.