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DocID: 512332020

Dated 17th September 2010

MEMORANDUM OF ENCUMBRANCE

Council
WAITAKERE CITY COUNCIL

Owner
HEWETT ENTERPRISES (2007) LIMITED



Waitakere City Council
Legal Services Unit
WAITAKERE CITY

2/11 100

MEMORANDUM OF ENCUMBRANCE
8 PARK ROAD, TITIRANGI, WAITAKERE CITY.

PARTIES: **HEWETT ENTERPRISES (2007) LIMITED** ("the Owner")

WAITAKERE CITY COUNCIL ("the Council")

BACKGROUND

- A. The Owner is registered as proprietor of an estate in fee simple in all that land containing 4047 square metres or thereabouts being Part Lot 3 DP 9279 being all the land in Identifier NA362/198 ("the Land").

- B. The Owner has requested the Council to consent to the demolition of an existing single garage and construction of a replacement double pole garage on the same footprint (double-width) ("the Works") on that part of the road reserve on PARK ROAD identified by the plan in the First Schedule ("the Site").

- C. Council has consented to the Works on condition that the Owner agrees to:
 - (a) grant and make a rent charge ("the Rent Charge") with the Council upon the terms and conditions set out in the Second Schedule, and
 - (b) enter into the covenants and acknowledgments set out in the Third Schedule.
 - (c) execute and register this Memorandum.

TERMS OF THIS MEMORANDUM:

The Owner encumbers the Land with the Rent Charge for the benefit of the Council and covenant with the Council as set out in the Third Schedule.

DATED this 15th day of *September* 2010.

[Signature] *WH*

SIGNED on behalf of
Hewett Enterprises (2007) Limited)

Hewett

Director

[Signature]

Director/Authorised Signatory

[Signature]

Witness signature

Witness name

DEBORAH WEST
LEGAL EXECUTIVE

Address

AUCKLAND

Occupation

THE COMMON SEAL of the
WAITAKERE CITY COUNCIL
was hereunto affixed in the
presence of:

[Signature]
Mayor/Deputy Mayor

[Signature]
Chief Executive Officer



[Handwritten initials]

SECOND SCHEDULE
(Terms and Conditions of Rent Charge)


1. The Term of this Encumbrance is 999 years commencing from the date of this Memorandum.
2. The Rent Charge shall be the sum of \$1.00 (GST inclusive) payable on 1 July in each year, if demanded by that date.
3. The Council shall not be entitled to any of the powers and remedies given to mortgagees by the Property Law Act 2007 or the Land Transfer Act 1952.
4. The Owner shall pay the costs of preparation, registration and discharge of this Memorandum.
5. For the avoidance of any doubt it is agreed that any person who is an owner of the Property shall no longer be liable to perform and observe the covenants in this memorandum when that person ceases to be an owner but nothing in this clause shall operate to relieve that person from liability for breach of covenant arising before that person ceases to be an owner or occupier of the Property.
6. Where there is more than one Owner the covenants in this Memorandum will bind each owner, jointly and severally.

2/11 44

THIRD SCHEDULE
(The Owner's Covenants)

1. THE Owner covenants with Council that:-
 - (a) The Owner will construct the Works in a good workmanlike manner in accordance with the plans and specifications approved by the Council and any building consent under the Building Act 2004 granted in respect of the Works.
 - (b) The Works may remain on the site, at the Owner's risk in all respects, at the pleasure of the Council. The Owner, at the Owner's expense, must remove the Works within one month of receiving written notice from the Council.
 - (c) If the Works are not removed by the Owner within one month of a notice given under clause 1(b) the Council may, at any time thereafter either:
 - (i) enter upon the site and remove the Works and the costs incurred will be a debt due and payable by the Owner to the Council upon demand; or
 - (ii) by notice in writing to the Owner waives the obligation to remove the same, but without payment of any costs or compensation whatsoever to the Owner.
 - (d) The Owner, at the Owner's expense, must at all times keep the Works and the Site in good, clean, neat, tidy and safe order and condition so that the Works do not constitute any danger or nuisance to any person or property. This obligation extends to include the cost of any repairs to damage to the Works from any cause whatsoever.
 - (e) If the Owner is in breach of the Owner's obligations under clause 1(d) and has failed to remedy that breach within a reasonable time after service of a notice specifying the nature of that breach the Council may enter upon the Site and undertake the necessary maintenance and repair work and the costs incurred will be a debt due and payable by the Owner to the Council upon demand.
 - (f) The Owner will not build place or erect on the Site any building or structure (whether temporary or permanent) other than the Works.
 - (g) The Owner will at all times indemnify the Council to the fullest extent permissible at law, from all actions, claims, costs (including legal costs on a solicitor/client basis) and demands in respect of any damage or injury to property or persons arising directly or indirectly out of or in relation to the Works, or any other improvements made by the Owner on the Site.

2. If any sum of money due by the Owner to the Council is not paid upon demand then interest will accrue on the amount so unpaid at a rate of interest equal to the Bank of New Zealand base commercial interest lending rate at the date of default plus 5% from the due date for payment down to actual payment. Interest shall continue to accrue at that rate both before and after judgment.
3. The Owner acknowledges that the Works and the Site will at all times remain part of the legal road and that Council staff and members of the public may have casual access to and over the Works from time to time.
4. The Owner will pay the Council's reasonable costs of and incidental to the preparation, registration, enforcement (including attempted enforcement) or discharge of this Memorandum.

 W.H.

MORTGAGEE CONSENT

WESTPAC NEW ZEALAND LIMITED being the Mortgagee under Mortgage No. 8290012.3 (North Auckland Registry) consents to the registration of this Memorandum and covenants with Council that in the event of a sale in exercise of the power of sale under the Mortgage the Land will be sold subject to this Memorandum.

DATED this 08 day of Sept 2010

SIGNED by the said Mortgagee



Jin Luo

Witnessed by

Tony Dijkstra



Retail Banking
Christchurch

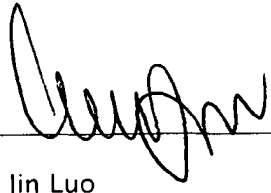
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Jin Luo, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Jin Luo

this 8 September 2010

MEMORANDUM OF ENCUMBRANCE

Correct for the purposes of the Land
Transfer Act 1952



.....
Solicitor for the Encumbrancee

Between

HEWETT ENTERPRISES (2007) LIMITED

Owner

And

WAITAKERE CITY COUNCIL

Encumbrancee

Particulars entered in the Register as shown
in respect of the land referred herein.

Assistant Land Registrar
North Auckland Land Registry

MANUAL DEALING LODGEMENT FORM

Landonline User ID: Centralstraau

LODGING FIRM: CSR

Private Individual:

Address: DX CP21506 Auckland

Email-csr@xtra.co.nz

Gyan Ph (09) 377 9488

ASSOCIATED FIRM: WCC

Client Code / Ref: 8 Park Rd

Dealing/SUD Number
(LINZ use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number/Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

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Copies

(inc. original)

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Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture	FEES \$ GST INCLUSIVE
1	NA362/198	ENC	Waikare City Council / Hewitt Enterprises 2007 Ltd	105.00			10/02/10 14:37	105.00
2								
3								
4								
5								

Land Information New Zealand Manual Dealing
Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Annotations (LINZ use only):

Original Signatures? _____

Less fees paid on Dealing # _____

Debit my Landonline account for

(Only available for Landonline customers)

or Cash / Cheque enclosed for

(Only pay in cash if depositing in drop box at a LINZ processing centre)

or Eft-pos payment due for

(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)

Subtotal **\$105.00**

Total for this dealing **\$105.00**

\$105.00

SA 88268