

CLAS 468.5 Enc

MEMORANDUM OF ENCUMBRANCE

STATEMENT OF PASSING OVER INFORMATION:

This information has been supplied to us by a third party. Accordingly, the Vendor and Austar Realty Limited are merely passing over this information as supplied to us by others. While we have passed on this information supplied by a third party, we have not checked, audited, or reviewed the records or documents and therefore to the maximum extent permitted by law neither the Vendor nor Austar Realty Limited or any of its' salespersons or employees accept any responsibility for the accuracy of the materials. Intending purchasers are advised to conduct their own investigation.

WHEREAS

*am ed*

- A. RUDOLPH STEINER SCHOOLS (TITIRANGI) TRUST BOARD (hereinafter together with successors in title referred to as "the Owner") is registered as proprietor of the land described in Schedule A hereof (hereinafter referred to as "the Land").
- B. THE Owner has requested the WAITAKERE CITY COUNCIL (hereinafter referred to as "the Council") to approve a plan of subdivision of the Land in terms of a plan lodged for deposit under No. 133824 (North Auckland Registry).
- C. THE Council has approved the subdivision on the condition (inter alia) that the Owner enters into and executes this memorandum.

NOW THIS MEMORANDUM WITNESSES THAT:

1. THE Owner hereby encumbers all the land described in Schedule B hereof for the benefit of the Council for a term of 999 years commencing from 1 November 1989 with an annual rent charge of TEN DOLLARS (\$10.00) to be paid in advance on the 1 November of each year if demanded by that date.

2. THE Owner covenants as follows with the Council in respect of the land described in Schedule B hereof:

The Owner shall not:

- a) Carry out or permit to be carried out any earthworks on the land unless such earthworks are carried out in accordance with the requirements of a registered engineer experienced in geo-mechanics; or
- b) Use, erect or construct or permit to be used, erected or constructed:

2.

- i) Any building which is presently or is in the future to be used partially or entirely for residential purposes; or
- ii) Any pipes, conduits or other means of stormwater disposal

unless and until the foundations of such building and the means of stormwater disposal have been subject to specific design by a registered engineer experienced in geo-mechanics and constructed in accordance with such design.

3. THE Owner shall pay the costs of preparation stamping and registration of this encumbrance and any other costs incurred by the Council in relation to this encumbrance.

4. SECTION 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise (and without prejudice to the Council's rights of action at common law as a rent chargee or encumbrancee):

- a) The Council shall be entitled to none of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and
- b) No covenants on the part of the Owner are implied in this memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.

5. IF during the twelve (12) months preceding the 1 November 1990 and each successive twelve (12) months thereafter there shall have been no breach of the covenants contained herein then the annual rent charge payable hereunder shall be deemed to have been paid.

6. THE covenants hereof shall be enforceable only against the owners or occupiers for the time being of the land to which they relate and not otherwise against any former owner or occupier of the land. Any owner or occupier of a portion of the land described in Schedule B shall be bound by

the covenants hereunder only insofar as such covenants relate to the land owned or occupied by him.

7. THE Owner hereby authorises the Council to complete Schedule B hereof by the insertion therein of the appropriate Certificate of Title references in respect of the allotments described therein and any other necessary description AND agrees to produce or otherwise make available for the Council the Titles to the allotments which are to be subject to this Agreement to enable registration of this Agreement against those Titles and to do everything to facilitate such registration AND further agrees that if this agreement shall not have been registered at such time as the Owner shall transfer title to the land referred to in Schedule B hereof or any part thereof then the Owner shall not transfer title to the said land or any part thereof unless such transfer(s) shall contain the covenants evidenced by this agreement.

8. IN this memorandum covenants by any two or more persons shall be joint and several. Words importing the singular and plural number shall include the plural and singular number respectively.

#### SCHEDULE A

1. An estate in fee simple in all that parcel of land containing 12.1405 hectares more or less being portion of Allotments 23 and 23A of the Parish of Waikomiti and being all of the land in Certificate of Title 609/117 (North Auckland Registry)  
SUBJECT TO AND TOGETHER WITH:
  1. B717662.1
  2. C006278.2 Mortgage to ASB Bank Limited
  
2. An estate in fee simple in all that parcel of land containing 27.4857 hectares more or less being parts of Allotment 22 of the Parish of Waikomiti and being all of the land in Certificate of Title 778/67 (North Auckland Registry) limited as to parcels

SUBJECT TO AND TOGETHER WITH:

- 1. B717663.1
- 2. C006278.2

- 3. An estate in fee simple in all that parcel of land containing 4,873 square metres more or less being Section 1 Survey Office Plan 58583 and being part Allotment 22 Parish of Waikomiti and being all of the land in Certificate of Title 64D/747 (North Auckland Registry)

SUBJECT TO AND TOGETHER WITH:

- 1. C006278.2 Mortgage to ASB Bank Limited

SCHEDULE B

Lots 2 and 3 Deposited Plan 133824 comprised and described in Certificates of Title

SUBJECT TO AND TOGETHER WITH:

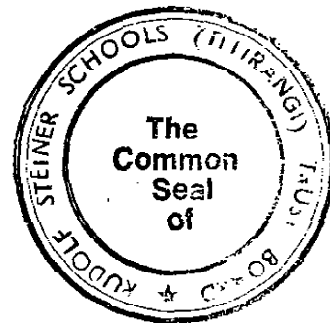
~~1. B717662.1~~

- 1. ~~2~~ C006278.2 Mortgage to ASB Bank Limited in respect of the said Lot 2 only

DATED this 21<sup>st</sup> day of December 1989

*am ED*

THE COMMON SEAL of <sup>F</sup>RUDOLF )  
 STEINER SCHOOLS (TITIRANGI) )  
 TRUST BOARD was hereunto )  
 affixed in the presence of: )



*Clifford M. Nicoll*  
*Chairman*

MORTGAGEE CONSENT

ASB BANK LIMITED the mortgagee under and by virtue of Memorandum of Mortgage C006278.2 hereby consents to the within encumbrance ~~and acknowledges that it is bound for the purposes of Section 105 of the Land Transfer Act 1952.~~

DATED this 21 day of DEC. 1989

THE COMMON SEAL of ASB BANK )  
LIMITED was hereunto )  
affixed in the presence of: )

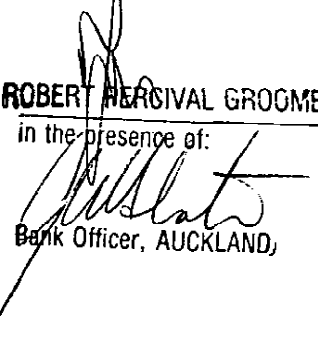
SIGNED by ASB BANK LIMITED  
by its Attorneys

STEPHEN MYLES WACKROW and

2em.rud1-2

ROBERT HERCIVAL GROOME

in the presence of:

  
Bank Officer, AUCKLAND,

ASB BANK LIMITED

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

WE, STEPHEN MYLES WACKROW  
of Auckland, in New Zealand  
Manager Loan Securities  
ASB Bank Limited.

AND, ROBERT PERCIVAL GROOME  
of Auckland, in New Zealand  
Assistant Manager Loan Services  
ASB BANK Limited.

HEREBY CERTIFY:

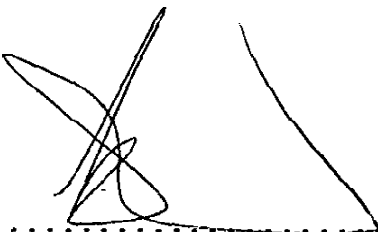

1. THAT we hold the appointments stated above.
2. THAT by deed dated the 16th day of August 1988 copies of which deposited in the Land Transfer Offices at:

Auckland	as no: B878726.1	Hokitika	as no: 079970
Blenheim	as no: 142637	Invercargill	as no: 1544755.1
Christchurch	as no: 762099/1	Napier	as no: 497302.1
Dunedin	as no: 709991	Nelson	as no: 281149.1
Gisborne	as no: G171681.1	New Plymouth	as no: 352953
Hamilton	as no: H816955	Wellington	as no: 942958.1

We as holders of the above appointments were constituted and appointed Attorneys of ASB Bank Limited on the terms and subject to the conditions set in the said Deed.

3. THAT at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of ASB Bank Limited or otherwise.

SIGNED this 21 DEC 1989

  
.....  
  
.....

MEMORANDUM OF ENCUMBRANCE

*Ames*  
F  
RUDOLPH STEINER SCHOOLS  
(TITIRANGI) TRUST BOARD

Owner

WAITAKERE CITY COUNCIL

Encumbrancee

Correct for the Purposes of the  
Land Transfer Act

*William*  
Solicitor for the Encumbrancee

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

Assistant Land Registrar  
North Auckland Land Registry

ASST. LAND REGISTRAR  
NORTH AUCKLAND LAND REGISTRY  
1000 QUEEN STREET  
AUCKLAND

KENSINGTON SWAN  
SOLICITORS  
AUCKLAND & WELLINGTON

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST. LAND REGISTRAR  
79A/21/18  
Lots 2 & 3  
NORTH AUCKLAND

1.31 29.MAY90 C 145468.5

*(S) Encumbrance*



Approved by the District Land Registrar, South Auckland No. 351560  
 Approved by the District Land Registrar, North Auckland, No. 4380/81  
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

**C145468.6 EE**

**EASEMENT CERTIFICATE**

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

~~THE~~ The RUDOLF STEINER SCHOOLS (TITIRANGI) TRUST BOARD

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 19 under No. 133824 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

**SCHEDULE  
 DEPOSITED PLAN NO.**

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to convey water	Lot 2 DP 133824	Area marked A	Lot 3 DP 133824	Lot 2 79A/217  Lot 3 79A/218

RECEIVED  
 THE DISTRICT LAND REGISTRAR  
 SOUTH AUCKLAND  
 1981



State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:  
Nil

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

Nil

Dated this 25<sup>th</sup> day of May

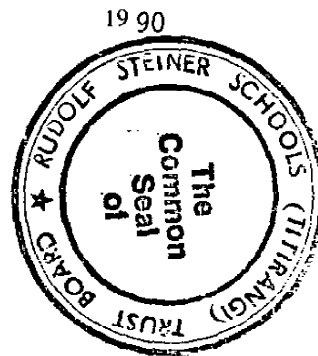
Signed by the above-named  
RUDOLF STEINER SCHOOLS  
(TITIRANGI) TRUST BOARD by the  
affixing of its common seal

in the presence of

Witness Alyson H. Nicoll Trustee.

Occupation A. Middeldorp Trustee

Address .....



**EASEMENT CERTIFICATE**

(IMPORTANT): Registration of this certificate does not of itself create any of the easements specified herein.

*Correct for the purposes of the Land Transfer Act*



*Solicitor for the registered proprietor*

The within easement when created will be Subject to Section 309 (1)(a) Local Government Act 1974

*ALB*

*ALB.*

*One copy only*

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST. LAND REGISTRAR

1.31 29.MAY90 C 145468.6



CORBAN REVELL  
SOLICITORS  
HENDERSON  
AUCKLAND



*16. F. E. 100*