

Approved by the Registrar-General of Land, Wellington, No. 367635.80  
Approved by the District Land Registrar, North Auckland, No. 4363/80

B633891.10EM

Under the Land Transfer Act 1952

19DC86 44716 DTY \*\*\*\*\*\$1.00

Encumbrance ZEALAND STAMP DUTY AKS

## Memorandum of Transfer

WHEREAS

RALPH KERR MAXWELL of Auckland, Member of Parliament  
and FRANCIS MARY MAXWELL his wife

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 those parcels of land situated in the Land District of (North Auckland Registry) containing

FIRST 4.0341 HECTARES

more or less being Lot 1 on Deposited Plan 111883 and being all the land comprised and described in Certificate of Title Volume Folio (North Auckland Registry)

AND SECONDLY 3216 SQUARE METRES

more or less being Lot 2 on Deposited Plan 111883 and being all the land comprised and described in Certificate of Title Volume Folio (North Auckland Registry)

AND THIRDLY 4654 SQUARE METRES

more or less being Lot 3 on Deposited Plan 111883 and being all the land comprised and described in Certificate of Title Volume Folio (North Auckland Registry)

AND FORTHLY 452 SQUARE METRES

more or less being Lot 5 on Deposited Plan 111883 and being all the land comprised and described in Certificate of Title Volume Folio (North Auckland Registry)

AND FIFTHLY 7.7995 HECTARES

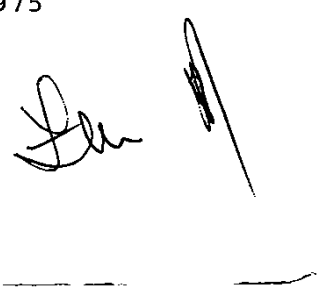
more or less being Lot 7 on Deposited Plan 111883 and being all the land comprised and described in Certificate of Title Volume Folio (North Auckland Registry)

The above titles being subject to:

1. Fencing Agreements in Transfers 589053, 294449.1, 599975

**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.



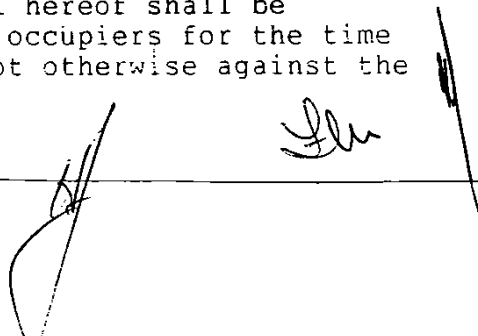
AND WHEREAS

The Waitemata City Council has approved the subdivision comprising the land on Deposited Plan 111883 subject inter alia to a condition requiring that future purchasers are aware of the requirements of the Waitemata Electric Power Board as set out in a letter from the Board dated the 3rd day of April 1985 a copy of which is exhibited hereto (hereinafter called "the Power Board's Letter")

NOW THIS MEMORANDUM WITNESSETH that:

1. THE owners hereby encumber all the land above described for the benefit of the council for a term of 999 years commencing from 1st day of August 1986 with an annual rent charge of TEN DOLLARS (\$10.00) to be paid on the 1st day of August each year if demanded by that date.
2. THE owners shall pay the cost of preparation, stamping of this encumbrance.
3. 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 charge or encumbrancer):
  - (a) The council shall be entitled to none of the powers and remedies given to encumbrancers by the Land Transfer Act 1952 and the Property Law Act 1952 and;
  - (b) No covenants on the part of the owners and their successors in title are implied in this Memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.
4. IF during the twelve (12) months preceding the first day of August 1987 and each successive twelve (12) months thereafter there shall have been no breach of the covenants contained herein the the annual rent charge payable hereunder shall be deemed to have been paid and the Owners shall be entitled to an acknowledgement to that effect.
5. THE covenants contained in Clause 1 hereof shall be enforceable only against the owners and occupiers for the time being of the land above described and not otherwise against the owners or their successors in title.

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Waitemata  
Electric Power Board

44 Taharoto Road Takapuna  
Private Bag Takapuna North, Auckland 9  
Telegrams 'Powerlite' Phone 491-444

836901

Your reference

If telephoning or calling Mr Carter

Our reference 2/1/M FWLC:JLP

3 April 1985

Murray North & Partners,  
P.O. Box 821,  
AUCKLAND.

Attention: Mr D. F. Halsey

Dear Sirs,

re: Proposed Subdivision for Mr R. Maxwell, Landing Road,  
Titirangi

In reply to your letter dated 8 March 1985 concerning the proposed subdivision of 3 lots owned by Mr R. Maxwell and located at Landing Road, Titirangi.

We would advise that power can be made available to the above lot from the existing overhead distribution lines along the road frontage of the lot. The subdivider will not be asked to contribute towards these distribution lines in this case.

For any consumer who requests a supply the terms and conditions as provided for in the Electrical Supply Regulations apply, these being:

1. The consumer will be required to pay for the service main needed to service the consumer's property.
2. Should the supply to a consumer's property be deemed to be uneconomic, the consumer would be asked to meet the special costs involved.

The consumer may be required to meet both conditions 1. and 2. and should check with the Board for details when proposals for the property are known.

Yours faithfully,

B.G. CUNNINGHAM  
Chief Engineer

DIS. TO	CO?	COMMENT
IWB		
GJL		
IGA		
ERM		
GEM		
JGM		
GJT		
GOW		
DFH	<input checked="" type="checkbox"/>	

**In Consideration of**

(the receipt of which sum is hereby acknowledged)

**Do hereby Transfer** to the said

all

estate and interest in the

said land above described

Signed by the registered proprietors of Lot 3 on DP 67947 being all the land comprised and described in Certificate of Title Volume 23C Folio 92

PETER JOHN PATTERSON and  
JANE HOWARD PATTERSON  
in the presence of:-

*Peter J. Patterson*

*[Signature]*  
*Manager N Z Post Ltd.*

*Jane Patterson*

**TITIRANGI.**  
**(AN OFFICER AUTHORISED TO TAKE AND**  
**RECEIVE STATUTORY DECLARATIONS)**

**In witness whereof** these presents have been executed this

30<sup>th</sup>

day

of *September* 19*86*

Signed by the above named  
RALPH KERR MAXWELL and  
FRANCES MARY MAXWELL  
in the presence of:-

*Ralph Maxwell*  
*Frances Maxwell*

*H. amon*  
*Sahint*  
*Auckland*

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

Solicitor for the Transferee:

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1962.

Transferor

SOLICITOR FOR THE TRANSFEREE

Transferee

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

Assistant / District Land Registrar

of the District of

*Produced 52 25 FEB 87 B 633891*

*mul entered at 5:20 PM 25 FEB 87  
23/91, 92, 93  
61D1205*



FORTUNE MANNING  
SOLICITORS  
AUCKLAND

Solicitors for the Transferee

