

MEMORANDUM OF ENCUMBRANCE

C 2442 74.12 ENC.

W H E R E A S

 I ~~CHARLES HAYWARD STRATTON IZARD~~ of Henderson, Orchardist
I JOHN CROYDON DRYLAND of Auckland, Insurance Agent and DAWN
ELIZABETH AMELIA DRYLAND of Auckland, Married Woman are
registered as proprietors of an estate in fee simple in all that
parcel of land comprised in a survey plan lodged for deposit
under no. 139749 being Lot 3 Deeds Plan 717, Lot 1 Deposited
Plan 40173, Lot 1 and part Lot 2 Deposited Plan 67526 and Lots 1
and 2 Deposited Plan 59173 being part of the Land comprised and
described in Certificates of Title 1077/221, 14A/738, 14A/739,
23A/1391, 23A/1392 and 31C/700 (limited as to parcels), North
Auckland Registry, and have requested the WAITAKERE CITY
COUNCIL (hereinafter called "the Council") pursuant to the
provisions of the Local Government Act 1974 to consent to a plan
of subdivision of the above described land in terms of the
aforesaid plan lodged for deposit under No. 139749 

II THE said JOHN CROYDON DRYLAND and ELIZABETH AMELIA
DRYLAND (hereinafter called "the Owners") shall upon deposit of
the aforesaid survey plan be registered as proprietors of the
land described in the Schedule hereto.

III THE Council has agreed to consent to such subdivision
on the condition (inter alia) that the Owners enter into and
execute these presents.

NOW THIS MEMORANDUM WITNESSETH that:

1. THE Owners hereby encumber all the land described in
the Schedule hereto for the benefit of the Council for a term of
999 years commencing from 1st day of July with an annual rent
charge of TEN DOLLARS (\$10.00) to be paid on the 1st day of
July each year if demanded by that date.

Statement of Passing over Information:

This information has been supplied 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.



2 THE Owners for themselves and their successors in Title covenant with the Council that in respect of the land described in the Schedule hereto development of each Lot shall be confined to a single family dwellinghouse with or without an associated Minor Household Unit as hereinafter defined.

3. THE Owners shall pay the costs of preparation, stamping and registration and enforcement of this encumbrance and any other costs incurred directly or indirectly by the Council in relation to this encumbrance or its enforcement.

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 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.

5. IF during the twelve (12) months preceding the first day of July 1991 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 and the Owners shall be entitled to an acknowledgement to that effect.

6. THE covenants contained in Clause 2 hereof shall be enforceable only against the registered proprietors for the time being of the land described in the Schedule hereto and not otherwise against the Owners or their successors in title.


JD
BN
1991

7. THE provisions of this encumbrance and the Council's rights and remedies hereunder are in addition to and shall in no way derogate from the Council's rights and duties in respect of the land in the Schedule hereto or of any building erected thereon.

8. IN this Memorandum "Minor Household Unit" means a household unit of not more than 60 square metres in net floor area which is associated with an existing dwellinghouse on the same site being the only unit associated with the dwellinghouse.

IN WITNESS WHEREOF these presents have been executed
the 10th day of *December* 1990

SCHEDULE

An estate in fee simple in all those parcels of land situated in the North Auckland Registry described as follows:

| <u>Area</u> | <u>Lot</u> | <u>D.P.</u> | <u>C.T.</u> |
|-------------|------------|-------------|-------------|
| 446m2 | 5 / | 139749 | 83A/223 |
| 740m2 | 6 / | 139749 | 83A/224 |
| 563m2 | 7 / | 139749 | 83A/225 |
| 468m2 | 8 / | 139749 | 83A/226 |
| 561m2 | 9 / | 139749 | 83A/227 |

each of the above lots also having:

- (i) an undivided 1/11th share in -
420m2 13 139749 N/A /
- (ii) an undivided 1/8th share in -
644m2 14 139749 N/A /

Handwritten initials and numbers:
A
2
22

SIGNED by the said)
JOHN CROYDON DRYLAND)
in the presence of:)



Richard
Solicitor
Arundel

SIGNED by the said DAWN)
ELIZABETH AMELIA DRYLAND)
in the presence of:)



Solicitor
Henderson

MEMORANDUM OF ENCUMBRANCE

CHARLES HAYWARD STRATTON IZARD,
JOHN CROYDON DRYLAND and DAWN
ELIZABETH AMELIA DRYLAND

Owners

WAITAKERE CITY COUNCIL

Encumbrancer

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

Assistant Land
Registrar
North Auckland Land
Registry

12.02.02 MAR 1952

of the
of the Land
1952.

Encumbrancer
BENNETT

244274.12

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY
ASST. LAND REGISTRAR
AUCKLAND

NEW ZEALAND

Q310/223 → 227

L70

(ENC) C 244274.12