

**Search Copy** 



Identifier GS1D/767

Land Registration District Gisborne

Date Issued 09 August 1967

**Prior References** GS100/239

**Estate** Fee Simple

Area 506 square metres more or less
Legal Description Lot 3 Deposited Plan 3566
Purpose Education purposes

**Registered Owners** Her Majesty the Queen

#### Interests

Subject to stormwater drainage rights over part shown coloured blue in Transfer 85971 created by Transfer 85971 - 9.8.1967 at 2.24 pm







Identifier GS3C/123

Land Registration District Gisborne

**Date Issued** 20 November 1969

**Prior References** 

GS1A/184

**Estate** Fee Simple

Area 723 square metres more or less
Legal Description Lot 2 Deposited Plan 4803
Purpose Education purposes

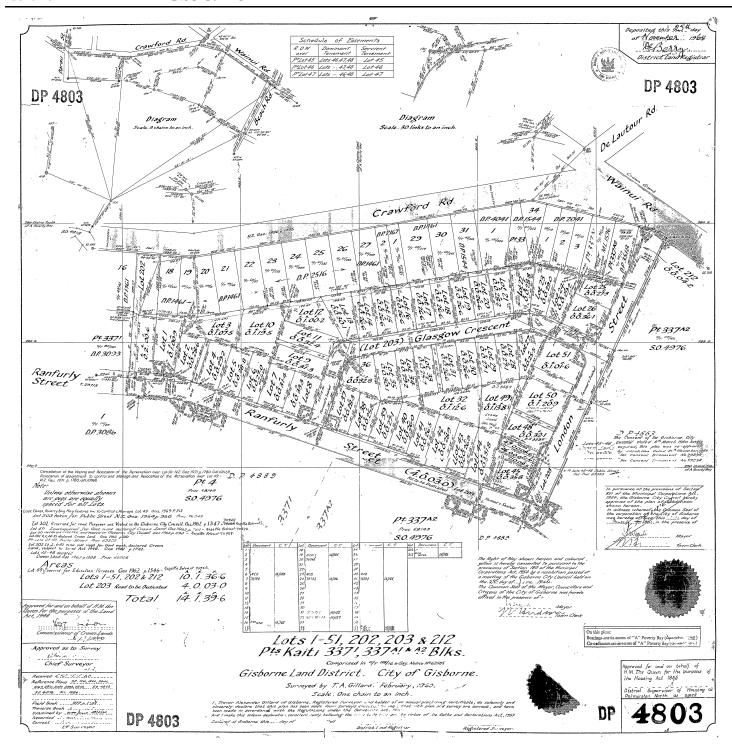
**Registered Owners** Her Majesty the Queen

#### Interests

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

9069769.1 Certificate pursuant to section 122(2) of the Ngati Porou Claims Settlement Act 2012 that the within land is RFR land as defined in section 99 and is subject to Subpart 5 of Part 3 of the Act (which restricts disposal, including leasing of the land) - 17.5.2012 at 7:00 am









Identifier GS3C/124

Land Registration District Gisborne

**Date Issued** 20 November 1969

**Prior References** 

GS1A/184

**Estate** Fee Simple

Area 1201 square metres more or less
Legal Description Lot 3 Deposited Plan 4803

Purpose Education

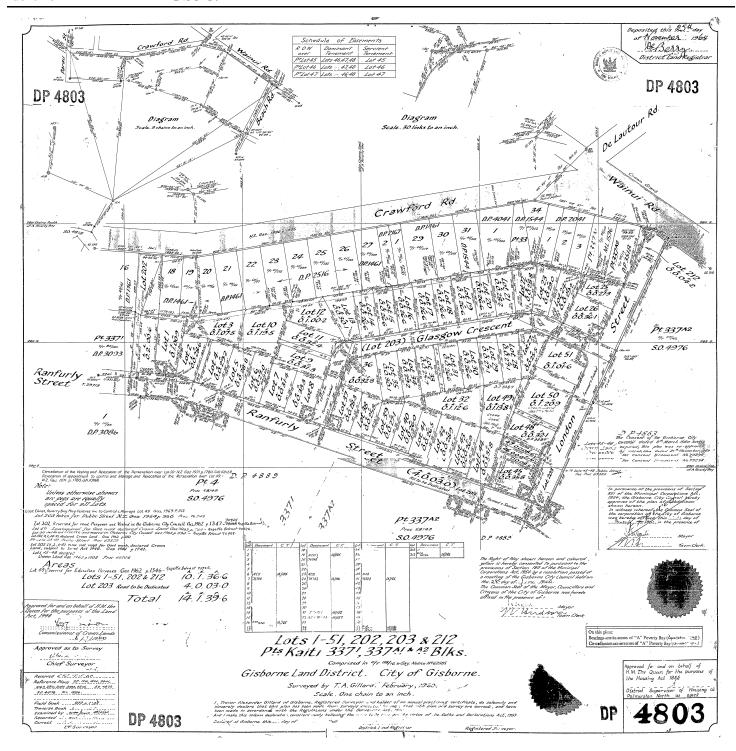
**Registered Owners** Her Majesty the Queen

#### Interests

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

9069769.1 Certificate pursuant to section 122(2) of the Ngati Porou Claims Settlement Act 2012 that the within land is RFR land as defined in section 99 and is subject to Subpart 5 of Part 3 of the Act (which restricts disposal, including leasing of the land) - 17.5.2012 at 7:00 am









Identifier GS3C/272

Land Registration District Gisborne

**Date Issued** 11 February 1970

**Prior References** 

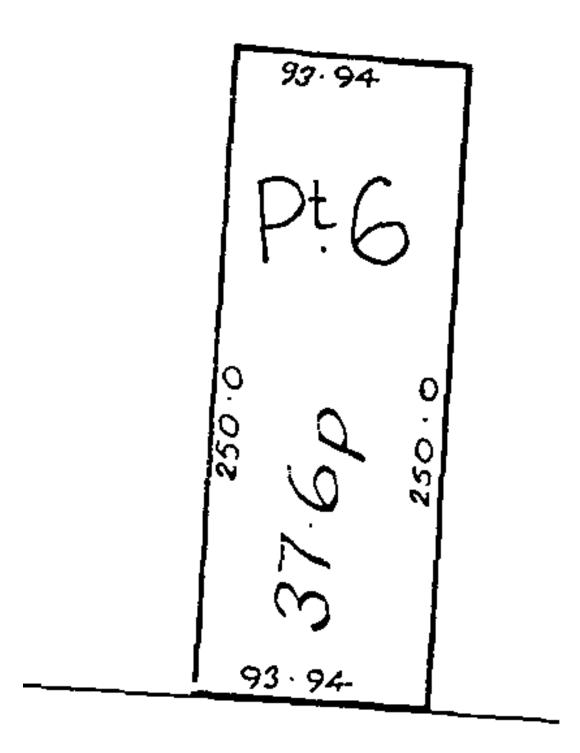
GS96/146

**Estate** Fee Simple

**Area** 951 square metres more or less **Legal Description** Part Lot 6 Deposited Plan 2710

Purpose Education

**Registered Owners** Her Majesty the Queen



Ranfurly St.







Identifier GS3C/273

Land Registration District Gisborne

**Date Issued** 11 February 1970

**Prior References** 

GS1D/766 GS96/146

**Estate** Fee Simple

**Area** 563 square metres more or less

Legal Description Part Lot 6 Deposited Plan 2710 and Lot 4

Deposited Plan 3566

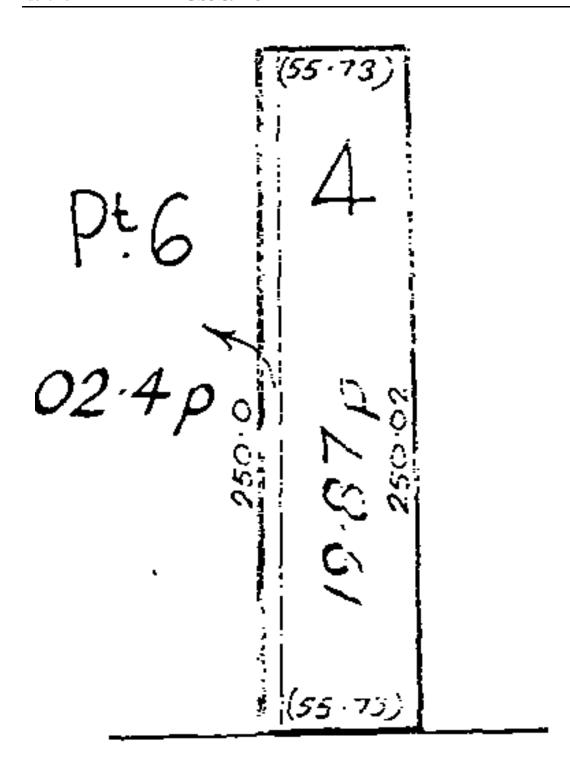
Purpose Education purposes

**Registered Owners** Her Majesty the Queen

#### **Interests**

Subject to Section 351D (3) Municipal Corporations Act 1954

Subject to stormwater drainage rights over part coloured blue in Transfer 85971 created by Transfer 85971 - 9.8.1967



Ranfurly St.



**Search Copy** 



Identifier GS3D/904

**Land Registration District Gisborne Date Issued** 09 April 1974

**Prior References** 

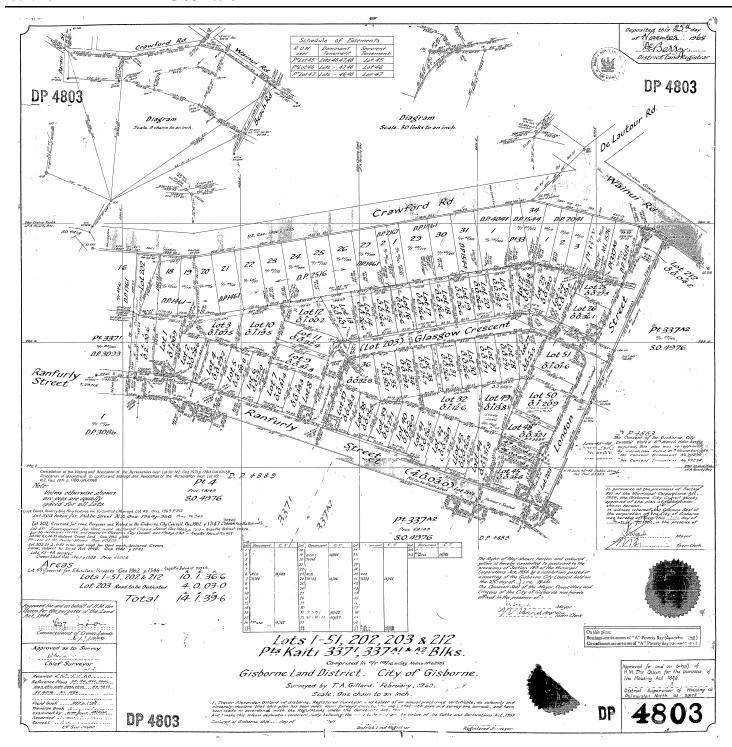
GN 70925

**Estate** Fee Simple

Area 2038 square metres more or less Legal Description Lot 202 Deposited Plan 4803

Purpose Reserve for local purpose (road reserve)

**Registered Owners**Gisborne City Council





**Search Copy** 



Identifier GS1C/396

**Land Registration District Gisborne Date Issued** 19 July 1966

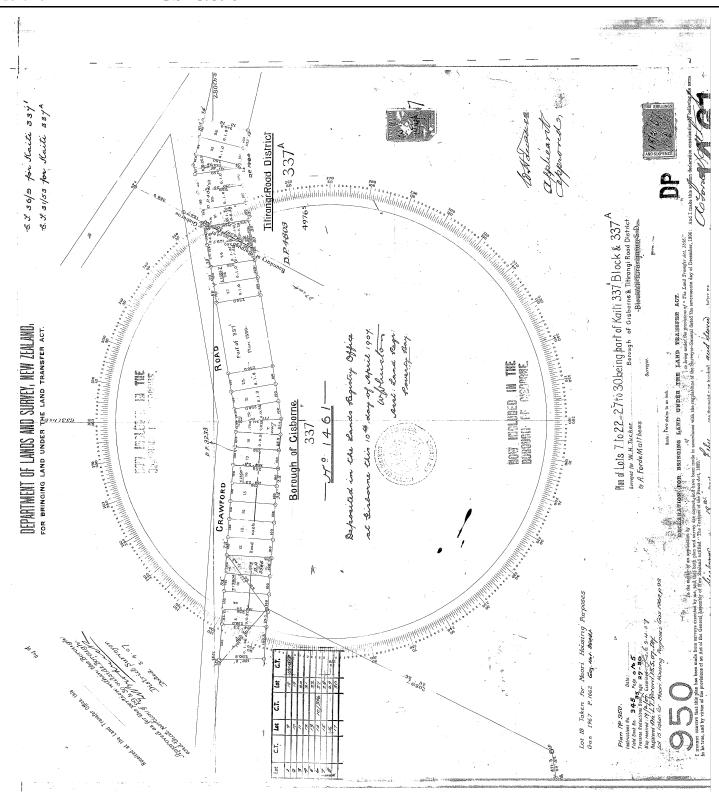
**Prior References** 

GS48/213

**Estate** Fee Simple

Area1012 square metres more or lessLegal DescriptionLot 14 Deposited Plan 1461PurposeEducation purposes

**Registered Owners** Her Majesty the Queen





**Search Copy** 



Identifier GS1D/767

Land Registration District Gisborne

Date Issued 09 August 1967

**Prior References** GS100/239

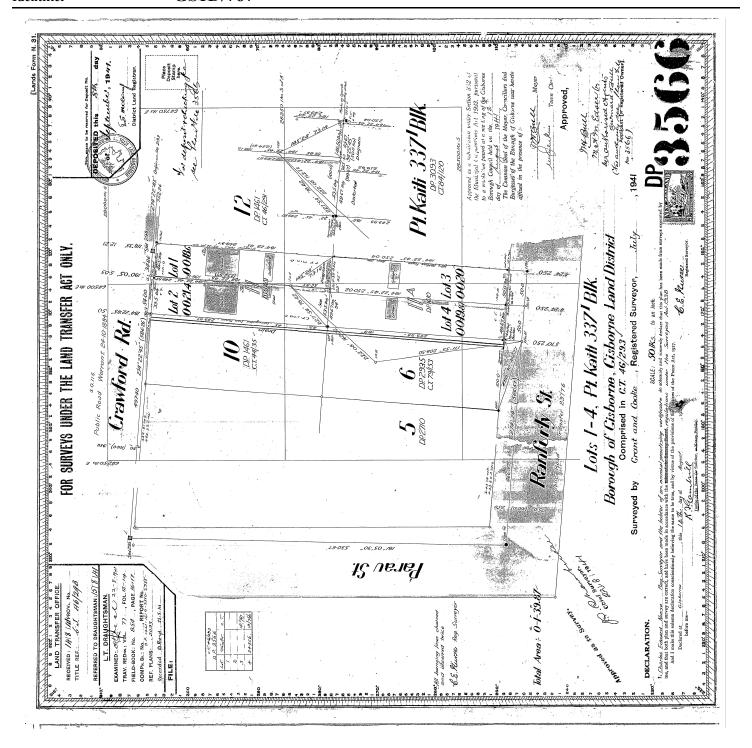
**Estate** Fee Simple

Area 506 square metres more or less
Legal Description Lot 3 Deposited Plan 3566
Purpose Education purposes

**Registered Owners** Her Majesty the Queen

#### Interests

Subject to stormwater drainage rights over part shown coloured blue in Transfer 85971 created by Transfer 85971 - 9.8.1967 at 2.24 pm









Identifier GS1D/768

Land Registration District Gisborne

Date Issued 09 August 1967

**Prior References** 

GS84/120

**Estate** Fee Simple

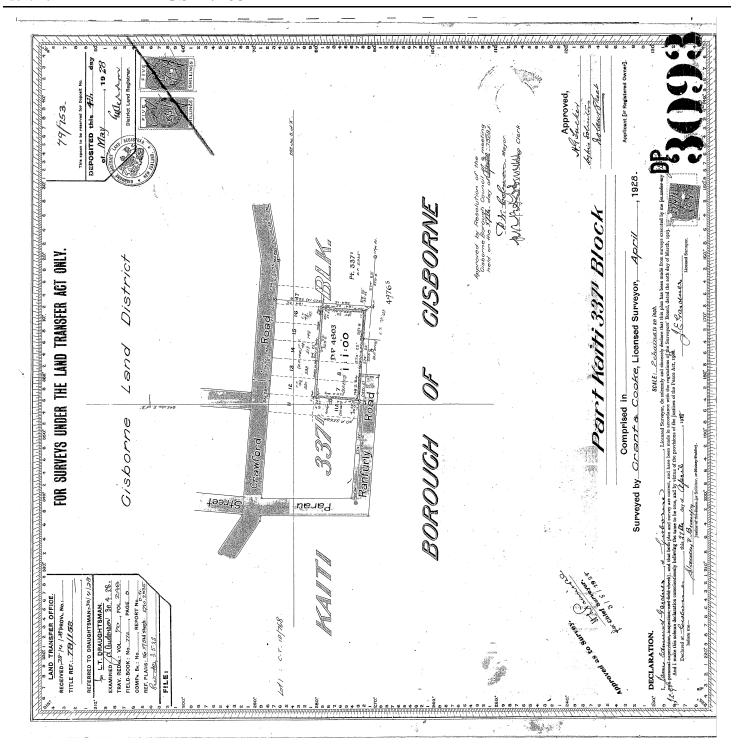
Area 5059 square metres more or less
Legal Description Lot 1 Deposited Plan 3093

Purpose Education

**Registered Owners** Her Majesty the Queen

#### **Interests**

Appurtenant hereto is a stormwater drainage right created by Transfer 85971 - 9.8.1967 at 2.24 pm 10230801.2 Encumbrance to Mobil Oil New Zealand Limited - 13.11.2015 at 4:34 pm



### Form E **Encumbrance instrument** (Section 101 Land Transfer Act 1952) Affected instrument All/part Area/Description of part or stratum Identifier and type (if applicable) GS1D/768 All Lot 1 Deposited Plan 3093 Encumbrancer Tim Marshall, Mike Eriksen, Maewa Para, Rose Gould-Lardelli, Jodie Cook and Joanne Paenga as the trustees of the Matapuna Trust Encumbrancee Mobil Oil New Zealand Limited Estate or interest to be encumbered Insert e.g. Fee simple; Leasehold in Lease No. etc. Fee Simple **Encumbrance Memorandum Number** Not applicable Nature of security State whether sum of money, annulty or rent charge and amount The Rent Charge payable from time to time in accordance with the terms of this encumbrance. Encumbrance Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register with the above sum of money, annuity or rent charge, to be raised and paid in accordance with the terms set out in the Annexure Schedule and so as to incorporate in this Encumbrance the terms and other provisions set out in the Annexure Schedule for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance

by the Encumbrancer with the terms of this encumbrance.

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- 1. It is covenanted and agreed by the parties that the Encumbrancer as the registered proprietor of an estate in fee simple in the land in the above computer register ("Property") encumbers for the benefit of the Encumbrancee the Property with the rent charge on the terms of this encumbrance instrument for the period of 10 years from [insert commencement date] ("Term"). The annual rent charge is:
  - 1.1 From and including [insert commencement date] until [insert day before the first anniversary of the commencement date] the sum of \$20,000.00;
  - 1.2 From and including [insert first anniversary of the commencement date] until [insert day before the second anniversary of the commencement date] the sum of \$16,000;
  - 1.3 From and including [insert second anniversary of the commencement date] until [insert day before the third anniversary of the commencement date] the sum of \$12,000;
  - 1.4 From and including [insert third anniversary of the commencement date] until [insert day before the fourth anniversary of the commencement date] the sum of \$8,000;
  - 1.5 From and including [insert fourth anniversary of the commencement date] until [insert day before the fifth anniversary of the commencement date] the sum of \$4,000;
  - 1.6 From and including [insert fifth anniversary of the commencement date] for the remainder of the Term the sum of \$500 ("Final Annual Rent Charge") and

in each case, the annual rent charge is to be paid on 1 January each year if demanded by that date. If during the period preceding 1 [Commencement Month/Year] and each successive 12 month period thereafter, there has been no breach of the covenants set out in clauses 2.2 to 2.15, the annual rent charge payable on that date shall be deemed to have been paid.

The Final Annual Rent Charge shall be adjusted annually in accordance with the movement in the Consumer Price Index (All Groups) ("CPI"), (or such replacement index as published by Statistics New Zealand (or other relevant government agency). The adjusted annual rent charge shall be calculated by multiplying the annual rent charge payable immediately prior to the relevant review date by the percentage change in the CPI during the previous 12 month period. Notwithstanding the above, the adjusted annual rent charge shall not in any circumstances be less than the Final Annual Rent Charge.

2. It is covenanted and agreed by the parties and (in relation to the Encumbrancer)

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its successors in title to the Property) as follows:

- 2.1 During the Term, the Encumbrancer will, subject to clause 1, punctually pay the annual rent charge (plus GST) to the Encumbrancee (if demanded) at the times and in the manner appointed for payment.
- 2.2 The Encumbrancer will not at any time use or permit the Property to be used for the purpose of obtaining from beneath the surface of the Property any water for any reason whatsoever from any ground water table or similar water basin accessed from the Property, other than to permit an environmental consultant to obtain water for the purpose of detailing the environmental status of the Property.
- Any existing bore-water or groundwater well located on the Property used for the purposes of obtaining water from beneath the surface of the Property that has been capped, disabled and sealed in accordance with any applicable law and other sound technical practice by the Encumbrance either before or after the date of registration of this Encumbrance will not be re-opened and used by or on behalf of the Encumbrancer and must remain capped, disabled and sealed.
- Any development or redevelopment of the Property will only involve improvements constructed on the Property which are slab grade constructions and will not involve any living, working, storage or parking areas below grade. Notwithstanding the generality of the foregoing, below grade utilities and foundations will be permitted provided that the Purchaser protects them from vapour or liquid intrusion by installing an appropriate vapour ventilation system and a vapour and/or liquid barrier.
- 2.5 Should the Encumbrancer's use or development of the Property not involve underground areas as part of the improvements constructed then such any building constructed as part of such development will have a slab on-ground foundation or, in the case of a suspended floor, a wall ventilated crawl space. Any slab on ground will include an appropriately designed and constructed vapour barrier positioned below the slab.
- 2.6 Subject to clause 2.2(g) should the Encumbrancer's use or development of the Property involve or comprise any yard, recreation or open space area then such area(s) will at the Encumbrancer's cost be sealed or paved to the maximum extent permitted under the applicable planning scheme. For the avoidance of doubt, the Encumbrancer shall not be required to seal or pave those parts of the Property that are to be used as sports fields.
- 2.7 The Encumbrancer will in the case of any development or redevelopment of the Property, at the cost of the Encumbrancer, adopt and use all engineering and related technical assistance reasonably available from time to time for the protection of human health and the environment. The Encumbrancer acknowledges that the engineering controls that may need to be considered for use by the Encumbrancer include: vapour barriers; vapour management systems; sealed sumps and storm pond liners.
- 2.8 So as to enable the Encumbrancee to monitor the Encumbrancer's observance, performance of and compliance with its covenants made in favour of the Encumbrancee in this memorandum of encumbrance the

41.18 pm

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Encumbrancer further covenants to provide to the Encumbrances, its employees, agents and authorised contractors the right at any time upon 48 hours prior notice to the Encumbrancer to enter the Property for the purposes described in this provision.

2.9 So as to further enable the Encumbrancee to monitor the Encumbrancer's observance, performance of and compliance with its covenants made in favour of the Encumbrancee in this memorandum of encumbrance the Encumbrancer further covenants with the Encumbrancee to provide to it copies of all applications and accompanying documents made and/or provided to any relevant local or regional authority by it from time to time. The Encumbrancer hereby expressly authorises and consents to the Encumbrancee making such enquiries, as the Encumbrancee in its sole and honest discretion deems appropriate to make from time to time of any local responsible authority having power to regulate the use of the Property. Any notice or document sent to the Encumbrancee for the purposes of this provision must be sent to:

Mobil Oil New Zealand Limited C /- Russell McVeagh 48 Shortland Street, Auckland

or as otherwise advised from time to time.

- 2.10 To the fullest extent permitted by law the Encumbrancer covenants with the Encumbrancee that even if the current zoning of the Property permits on any basis a residential use that it will not use the Property for a residential use of any sort and further covenants that it will not at any time subsequent to Settlement seek to or cause any application to be made to the relevant local authority to vary the zoning of the Property to a use which includes a residential use whether on an "as of right" basis or on any other basis whatsoever, or make any application for a resource consent, or seek to rely on any existing use rights or any change in the zoning of the Property which may permit a residential use on an "as of right" basis or on any other basis whatsoever.
- 2.11 Should the Encumbrancer breach any provision of this memorandum of encumbrance the Encumbrancer acknowledges that damages are not an appropriate remedy and accordingly the Encumbrancer undertakes to consent to any order sought for injunctive relief to restrain a breach or continuing breach of any provision of this memorandum of encumbrance and agrees that in such circumstances that the Encumbrancee is entitled to costs on an indemnity basis.
- 2.12 This encumbrance is binding upon and is for the benefit of the Encumbrancer and Encumbrancee and their respective heirs, executors, administrators, personal representatives, successors, transferees and assigns. The Encumbrancer shall ensure that its employees, contractors, agents, invitees and any tenants, licensees or occupiers of any other person having an interest in the Property (in any capacity whatsoever) do not breach the Encumbrancer's obligations set out in this encumbrance.
- 2.13 The Encumbrancer undertakes to ensure that any instrument transferring

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- or assigning the Encumbrancer's interest in the Property shall state that any such transfer or assignment is subject to this Encumbrance.
- 2.14 If the Encumbrancer wishes to grant a lease, licence or other right of occupation over all or any part of the Property, the Encumbrancer agrees to grant any such lease, licence or other right of occupation of the Property subject to the terms of this encumbrance and at the request of the Encumbrancee, the Encumbrancer must enforce this encumbrance against the holder of any such right of occupation.
- 2.15 Throughout the Term, the Encumbrancer will not use, and will not permit the Property to be used for all or any of the following purposes:
  - (a) as a service station and/or as a carwash;
  - (b) as a truck stop;
  - (c) as a storage premises for the storage and collection of material for recycling;
  - (d) as a premises for the handling and sale of oil and automotive fuels:
  - (e) for automotive repair and maintenance;
  - (f) for in ground cooking; or
  - (g) the growing of produce.
- 2.16 In the event of a breach of the covenants in clauses 2.2 to 2.15, the Encumbrancee may enforce the remedies contained and implied in this instrument against the registered proprietor for the time being of the Property at the time the breach commenced and against the successors and assigns of that person and against any subsequent registered proprietor of the Property but shall not be entitled to enforce the remedies against any prior registered proprietor of the Property or against the successors or assigns of that person.
- 2.17 Prior to the rent charge becoming payable pursuant to clause 1, the Encumbrancee must first have given the Encumbrancer one month's written notice of any breach of any of the covenants in clauses 22.2 to 2.15. If the Encumbrancer fails to remedy any of the breaches specified in such written notice within one month of service of that notice, the Encumbrancer shall be liable to pay the rent charge when the same becomes due pursuant to clause 1 until such time as the breach is remedied.
- Sections 71, 203 to 205 and 289 of the Property Law Act 2007 apply to this Encumbrance instrument except that the liability of the former encumbrancer under this Encumbrance shall extinguish upon the transfer to the new registered proprietor of the property, but otherwise:
  - 3.1 the Encumbrance will be entitled to none of the powers and remedies given to an encumbrance by the Land Transfer Act 1952, including for

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the avoidance of doubt the powers of sale; and

- 3.2 no covenants on the part of the Encumbrancer and its successors in title are implied by the encumbrance instrument other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.
- 4. The annual rent charge created by this deed shall immediately determine at the expiration of the term and, provided there are no outstanding antecedent breaches by the Encumbrancer of the provisions of this deed, the Encumbrancee shall, when called upon to do so, sign and deliver to the Encumbrancer a discharge of this encumbrance. The cost of documenting and registering the discharge of this deed shall be paid by the Encumbrancer.
- 5. The Encumbrancer shall pay the Encumbrancee's legal costs and disbursements directly or indirectly attributable to the enforcement of the covenants contained in this encumbrance instrument.

#### Modification of statutory provisions

Continue in Annexure Schedule(s), if required

With the exception of sections 71, 203 to 205 and 289 of the Property Law Act 2007 and section 154 of the Land Transfer Act 1952, none of the rights, powers, remedies and implied covenants provided pursuant to the Land Transfer Act 1952 and the Property Law Act 2007 will apply to this encumbrance.

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**Search Copy** 



Identifier GS2B/204

**Land Registration District Gisborne Date Issued** 10 May 1968

**Prior References** 

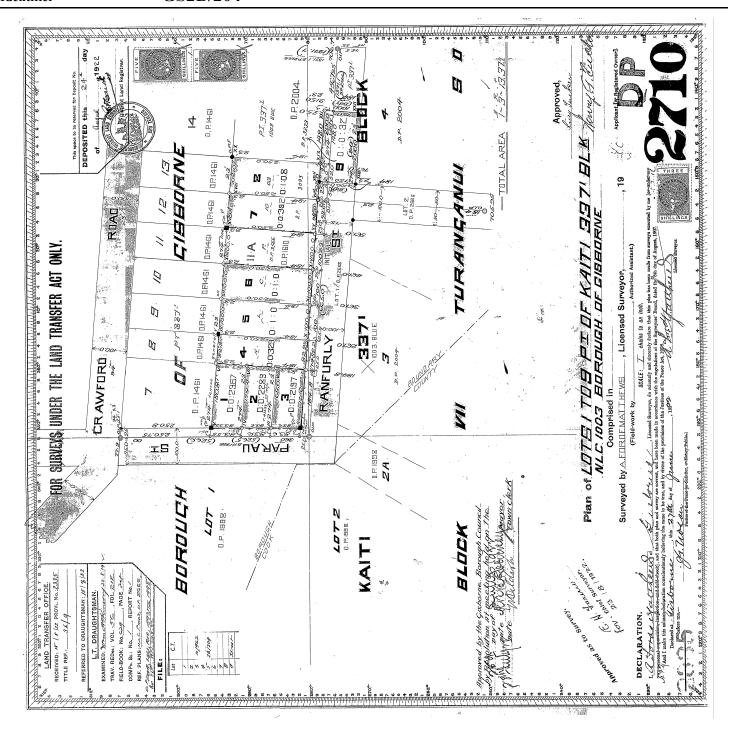
GS74/159

**Estate** Fee Simple

Area 1012 square metres more or less Legal Description Lot 5 Deposited Plan 2710

**Purpose** Education

**Registered Owners** Her Majesty The Queen





**Search Copy** 



Identifier GS3B/423

Land Registration District Gisborne
Date Issued 03 March 1970

**Prior References** 

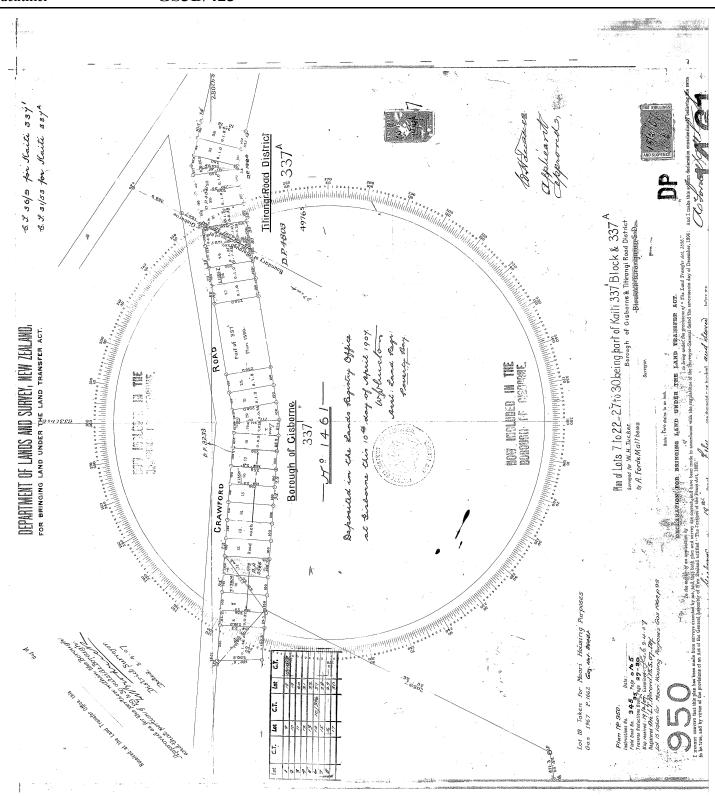
GS46/292

**Estate** Fee Simple

Area1012 square metres more or lessLegal DescriptionLot 13 Deposited Plan 1461

Purpose Education Purposes

**Registered Owners** Her Majesty the Queen









Identifier GS3C/122

Land Registration District Gisborne

**Date Issued** 20 November 1969

**Prior References** 

GS1A/184

**Estate** Fee Simple

Area 1034 square metres more or less
Legal Description Lot 1 Deposited Plan 4803

Purpose Education

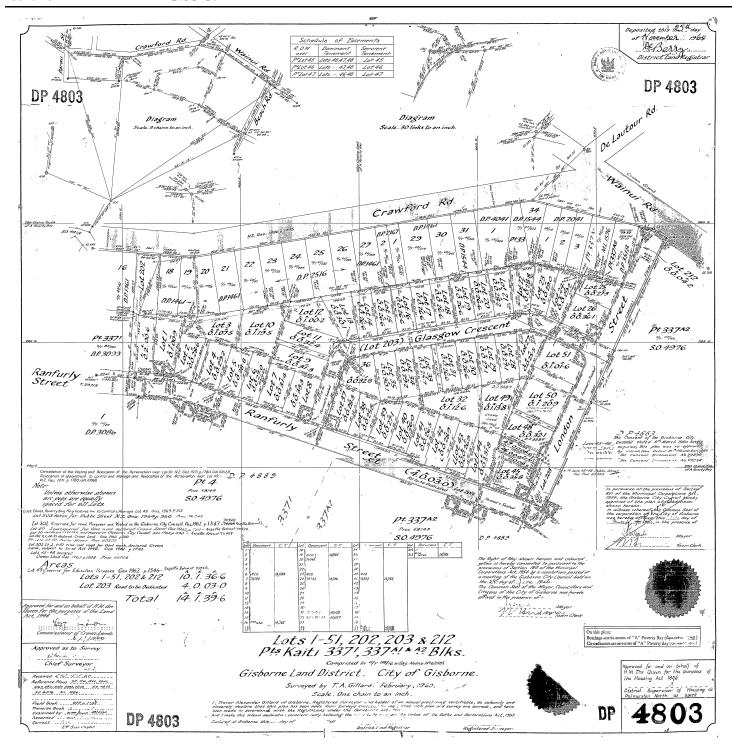
**Registered Owners** Her Majesty the Queen

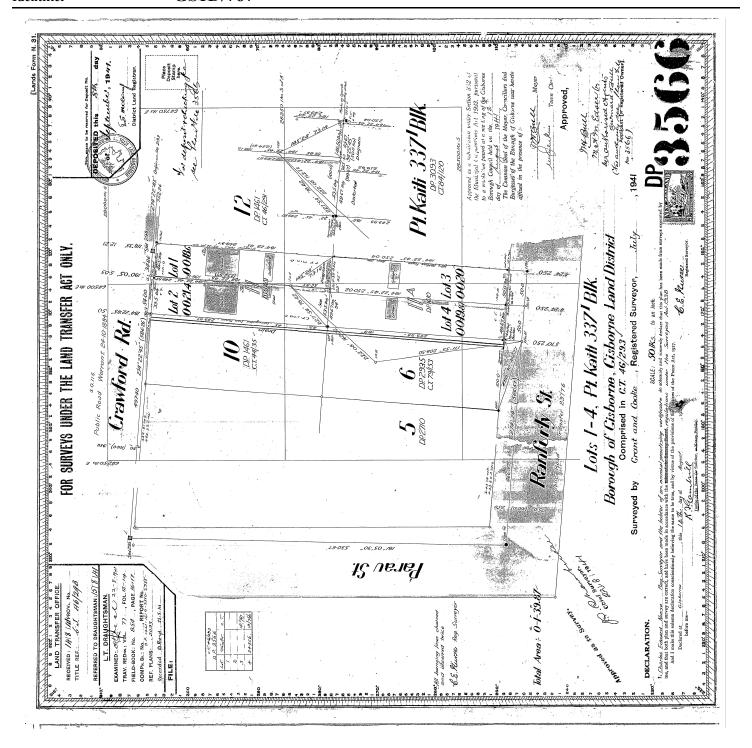
#### Interests

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

9069769.1 Certificate pursuant to section 122(2) of the Ngati Porou Claims Settlement Act 2012 that the within land is RFR land as defined in section 99 and is subject to Subpart 5 of Part 3 of the Act (which restricts disposal, including leasing of the land) - 17.5.2012 at 7:00 am











Identifier GS3C/272

Land Registration District Gisborne

**Date Issued** 11 February 1970

**Prior References** 

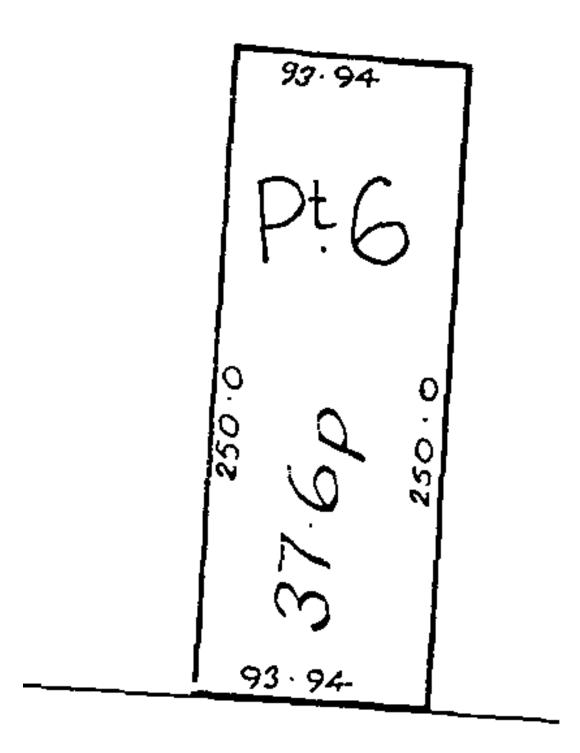
GS96/146

**Estate** Fee Simple

**Area** 951 square metres more or less **Legal Description** Part Lot 6 Deposited Plan 2710

Purpose Education

**Registered Owners** Her Majesty the Queen



Ranfurly St.



**Search Copy** 



Identifier GS2B/204

**Land Registration District Gisborne Date Issued** 10 May 1968

**Prior References** 

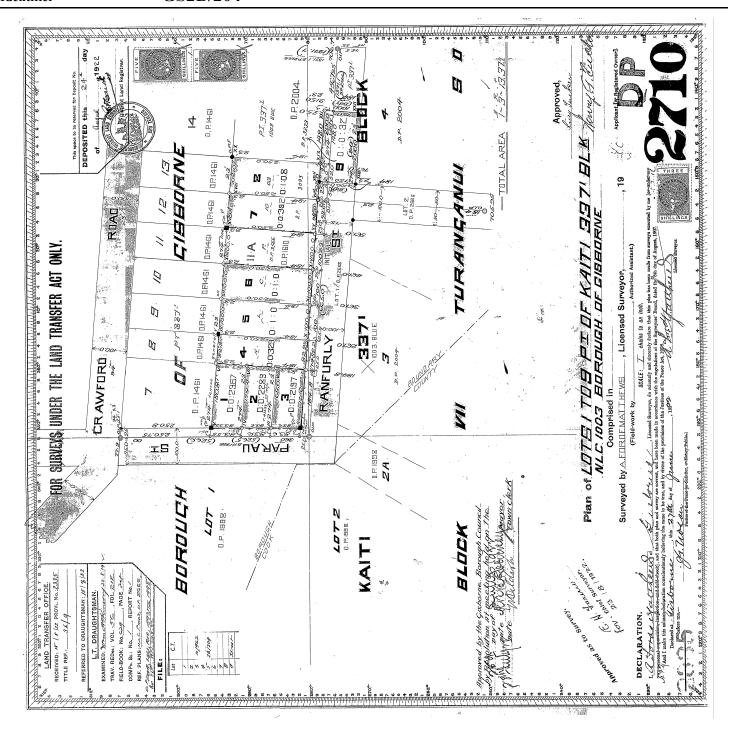
GS74/159

**Estate** Fee Simple

Area 1012 square metres more or less Legal Description Lot 5 Deposited Plan 2710

**Purpose** Education

**Registered Owners** Her Majesty The Queen









Identifier GS3C/123

Land Registration District Gisborne

**Date Issued** 20 November 1969

**Prior References** 

GS1A/184

**Estate** Fee Simple

Area 723 square metres more or less
Legal Description Lot 2 Deposited Plan 4803
Purpose Education purposes

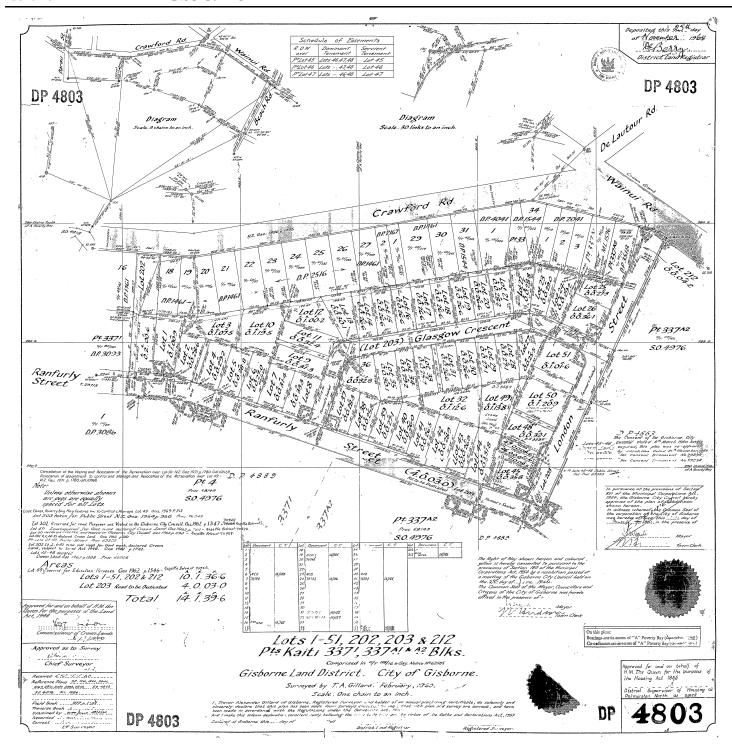
**Registered Owners** Her Majesty the Queen

#### Interests

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

9069769.1 Certificate pursuant to section 122(2) of the Ngati Porou Claims Settlement Act 2012 that the within land is RFR land as defined in section 99 and is subject to Subpart 5 of Part 3 of the Act (which restricts disposal, including leasing of the land) - 17.5.2012 at 7:00 am









Identifier GS3C/124

Land Registration District Gisborne

**Date Issued** 20 November 1969

**Prior References** 

GS1A/184

**Estate** Fee Simple

Area 1201 square metres more or less
Legal Description Lot 3 Deposited Plan 4803

Purpose Education

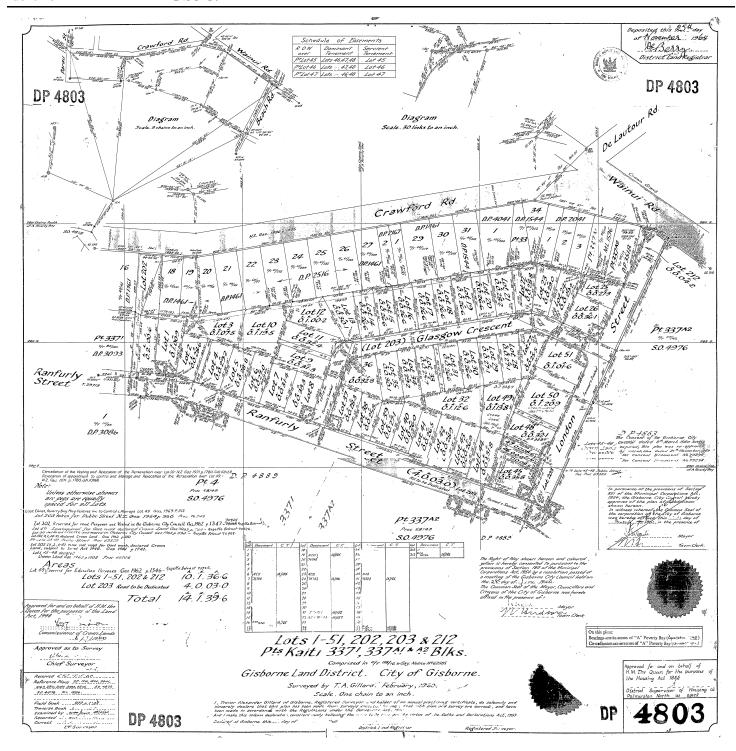
**Registered Owners** Her Majesty the Queen

#### Interests

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

9069769.1 Certificate pursuant to section 122(2) of the Ngati Porou Claims Settlement Act 2012 that the within land is RFR land as defined in section 99 and is subject to Subpart 5 of Part 3 of the Act (which restricts disposal, including leasing of the land) - 17.5.2012 at 7:00 am





**Search Copy** 



Identifier GS3D/904

**Land Registration District Gisborne Date Issued** 09 April 1974

**Prior References** 

GN 70925

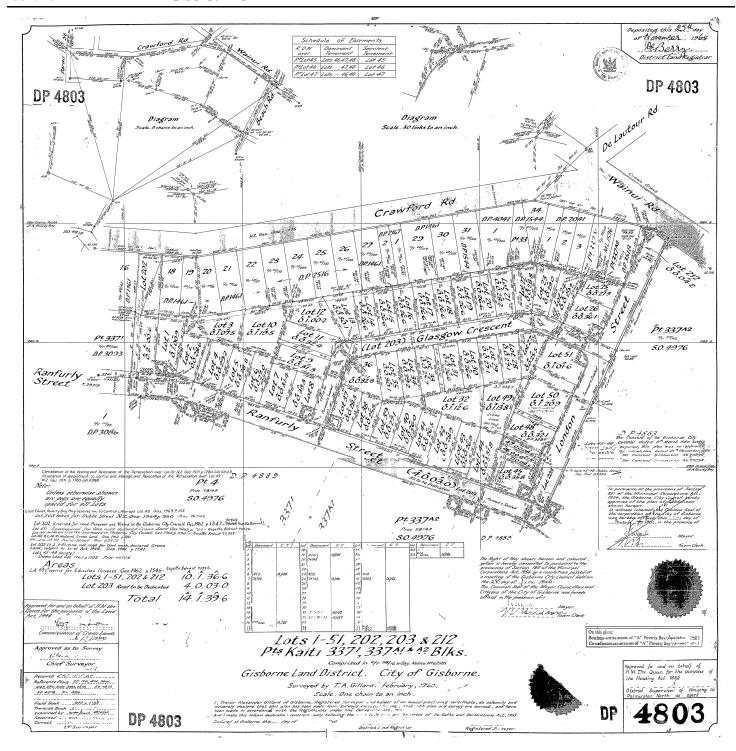
**Estate** Fee Simple

Area 2038 square metres more or less Legal Description Lot 202 Deposited Plan 4803

Purpose Reserve for local purpose (road reserve)

**Registered Owners**Gisborne City Council

**Interests** 





**Search Copy** 



Identifier GS1C/396

**Land Registration District Gisborne Date Issued** 19 July 1966

**Prior References** 

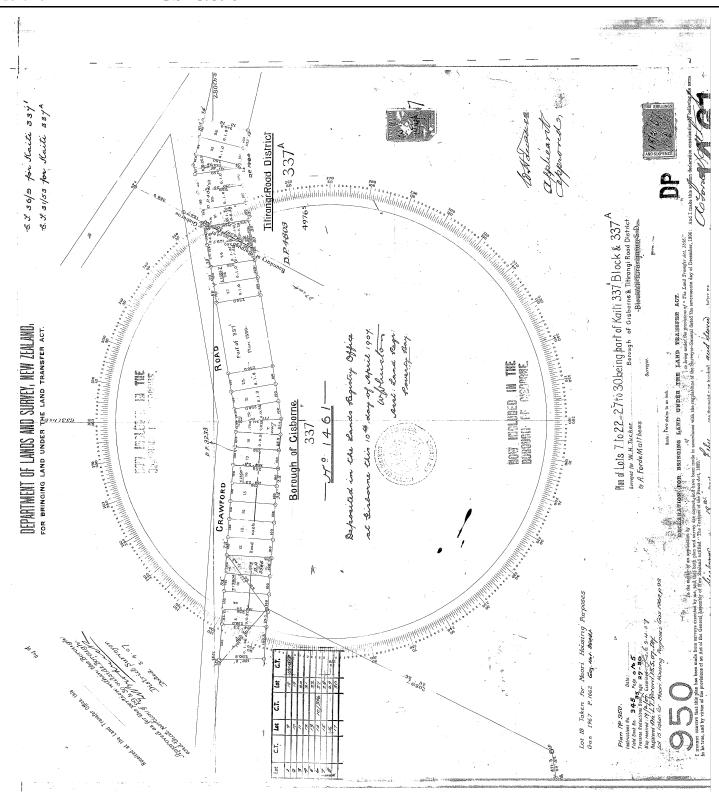
GS48/213

**Estate** Fee Simple

Area1012 square metres more or lessLegal DescriptionLot 14 Deposited Plan 1461PurposeEducation purposes

**Registered Owners** Her Majesty the Queen

**Interests** 





**Search Copy** 



Identifier GS3B/423

Land Registration District Gisborne
Date Issued 03 March 1970

**Prior References** 

GS46/292

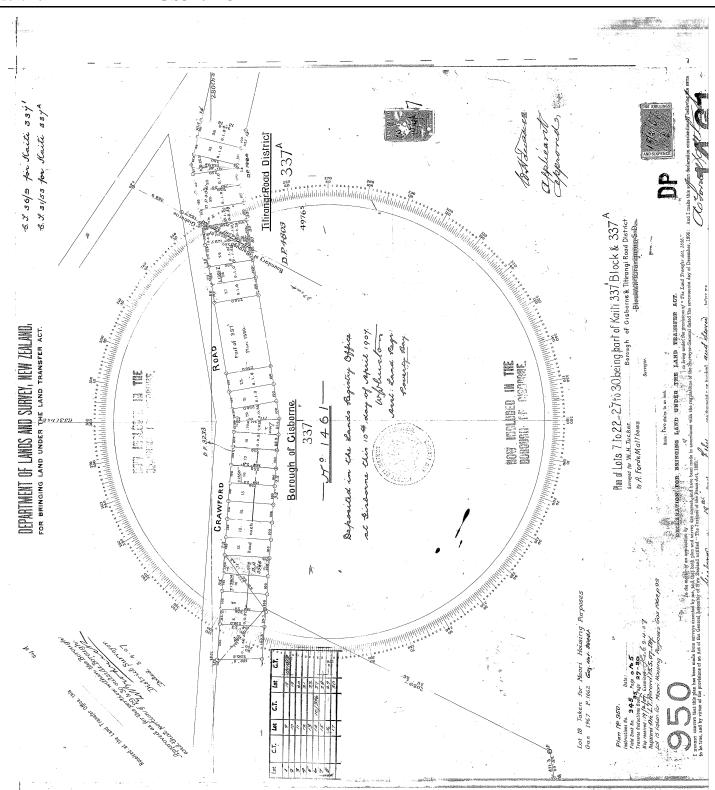
**Estate** Fee Simple

Area1012 square metres more or lessLegal DescriptionLot 13 Deposited Plan 1461

Purpose Education Purposes

**Registered Owners** Her Majesty the Queen

**Interests** 









Identifier GS1D/768

Land Registration District Gisborne

Date Issued 09 August 1967

**Prior References** 

GS84/120

**Estate** Fee Simple

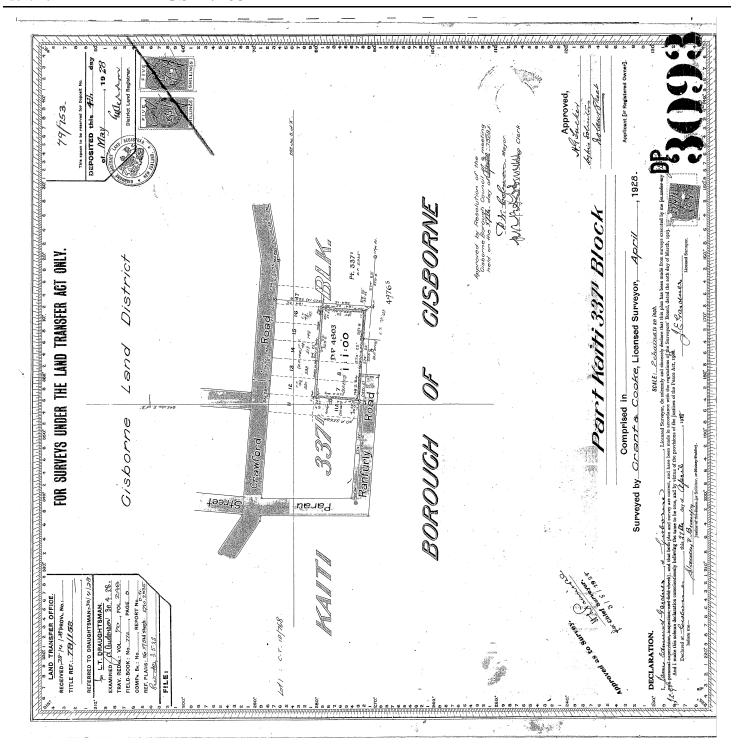
Area 5059 square metres more or less
Legal Description Lot 1 Deposited Plan 3093

Purpose Education

**Registered Owners** Her Majesty the Queen

### **Interests**

Appurtenant hereto is a stormwater drainage right created by Transfer 85971 - 9.8.1967 at 2.24 pm 10230801.2 Encumbrance to Mobil Oil New Zealand Limited - 13.11.2015 at 4:34 pm









Identifier GS3C/273

Land Registration District Gisborne

**Date Issued** 11 February 1970

**Prior References** 

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**Estate** Fee Simple

**Area** 563 square metres more or less

Legal Description Part Lot 6 Deposited Plan 2710 and Lot 4

Deposited Plan 3566

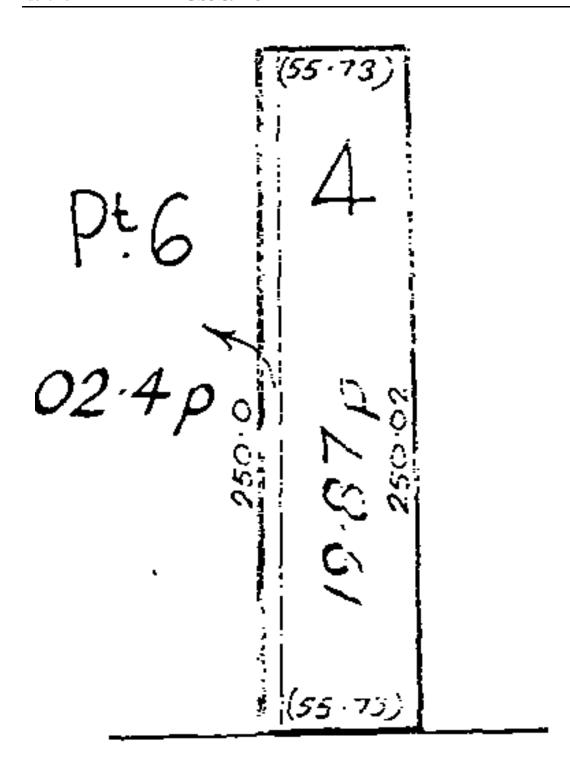
Purpose Education purposes

**Registered Owners** Her Majesty the Queen

#### **Interests**

Subject to Section 351D (3) Municipal Corporations Act 1954

Subject to stormwater drainage rights over part coloured blue in Transfer 85971 created by Transfer 85971 - 9.8.1967



Ranfurly St.