

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Inc and by Auckland District Law Society.

DATE:

VENDOR: Her Majesty the Queen for a state primary school

PURCHASER: JULIE MOANA MORTON (together with Maud Rangiwahakatapua Shepherd, Denise Rangikatiria Purdie, Zeldia Wikitoria McLure and Ani Miria Stokes, jointly and severally)

PROPERTY			
Address: 383 State Highway 1, Te Rangiita			
Estate:	FEE SIMPLE	LEASEHOLD	CROSSLEASE (FEE SIMPLE)
	STRATUM IN FREEHOLD		STRATUM IN LEASEHOLD
			(if none is deleted fee simple)
Legal Description:			
Area (more or less):	Lot/Flat/Unit:	DP:	Unique Identifier or CT:
4047m ² approx.	Part 2B2M Tauranga Taupo Block		GN S466207

PAYMENT OF PURCHASE PRICE	
Purchase price:	\$ 120,000.00
Plus GST (if any) OR Inclusive of GST (if any). If neither is deleted the purchase price includes GST (if any). GST date (refer clause 12.0):	
Deposit (clause 2.0):	\$ 12,000.00
Balance of purchase price to be paid or satisfied as follows:	
(1) By payment in cleared funds on the settlement date which is OR (2) In the manner described in the Further Terms of Sale.	
Interest rate for late settlement:	16.0 % p.a.

POSSESSION
Possession date (clause 3.0): Refer to clause 15.6

CONDITIONS (clause 8.0)	
Finance condition	LIM required: Yes/No
Lender:	OIA Consent required: Yes/No
Amount required:	Land Act/OIA date:
Finance date:	

Rolston OMC

TENANCIES (if any)			
Name of tenant:	Te Aro Ngati Tuwharetoa Tumu te Heuheu		
Bond:	N/A	Rent:	\$1.00 p.a. Term: Monthly Right of renewal: N/A

SALE BY:
Licensed Real Estate Agent

It is agreed that the vendor sells and the purchaser purchases the property, and the chattels listed in Schedule 1, on the terms set out above and in the General Terms of Sale and any Further Terms of Sale.

1.3 Interpretation

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.

2.0 Deposit

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties and/or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until:
 - (1) the requisition procedure under clause 5.0 is completed without either party cancelling this agreement; and
 - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; or
 - (3) this agreement is cancelled pursuant to subclause 5.2(3)(c) or avoided pursuant to subclause 8.7(5).

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement the property is sold with vacant possession and the vendor shall so yield the property on the possession date.
- 3.2 If the property is sold with vacant possession the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
 - (1) to enter the property on one occasion prior to the possession date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
 - (2) to re-enter the property on or before the possession date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property and the chattels and fixtures.
- 3.3 Possession shall be given and taken on the possession date. Outgoings and incomings in respect of the possession date are the responsibility of and belong to the vendor.
- 3.4 On the possession date the vendor shall make available to the purchaser keys to all exterior doors, electronic door openers relating to the property and the keys and/or security codes to any alarms which may be situated on the property. The vendor does not have to make available keys, electronic door openers and security codes where the property is tenanted and these are held by the tenant.

Settlement

- 3.5 The purchaser shall prepare, at the purchaser's own expense, a transfer instrument in respect of the property, executed by the purchaser if necessary. The purchaser shall tender the transfer instrument to the vendor or the vendor's solicitor a reasonable time prior to the settlement date.
- 3.6 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's solicitor a reasonable time prior to the settlement date.
- 3.7 On the settlement date:
 - (1) The balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under subclause 3.12 or 3.13);
 - (2) The vendor shall concurrently hand to the purchaser:
 - (a) the transfer instrument in respect of the property provided by the purchaser under subclause 3.5, in registrable form;
 - (b) all other instruments in registrable form required for the purpose of registering the transfer instrument and conferring title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (c) LINZ registration fees on each of the instruments referred to in subclause 3.7(2)(b) and the purchaser's solicitor's reasonable agency registration fees.
- 3.8 All obligations under subclause 3.7 are interdependent.

Electronic Instruments

3.9 Where:

- (1) the instruments conferring title on the purchaser in terms of the vendor's obligations under this agreement can be prepared and registered as electronic instruments; and
- (2) the vendor's solicitor is e-dealing capable but the purchaser's solicitor is not e-dealing capable or the purchaser or the purchaser's solicitor has declined to consent to electronic registration of the instruments - then the vendor's obligation under subclause 3.7(2)(b) to hand to the purchaser any discharges or withdrawals of instruments will be satisfied;
- (3) if the vendor's solicitor submits the discharges or withdrawals for registration as electronic instruments and produces to the purchaser's solicitor a search of the title to the property evidencing registration of the discharges or withdrawals; or
- (4) in the case of a remote settlement, if the vendor's solicitor provides the purchaser's solicitor with a written undertaking prior to settlement that:
 - (a) the vendor's solicitor has prepared, certified, signed and pre-validated the discharges or withdrawals as electronic instruments in the Landonline Workspace created for them by the vendor's solicitor (quoting the e-dealing number); and
 - (b) immediately following receipt of confirmation of payment of the moneys due on settlement in accordance with the protocol for remote settlement agreed between the parties, the vendor's solicitor shall submit the discharges or withdrawals for registration as electronic instruments and shall produce to the purchaser's solicitor immediately after registration a search of the title to the property evidencing registration of the discharges or withdrawals.

3.10 Where:

- (1) the instruments conferring title on the purchaser in terms of the vendor's obligations under this agreement can be prepared and registered as electronic instruments; and
- (2) both parties' solicitors are e-dealing capable and both parties and their solicitors have consented to electronic registration of the instruments then;
- (3) the purchaser's obligations under subclause 3.5 shall be satisfied by the purchaser's solicitor certifying and signing a reasonable time prior to the settlement date the transfer instrument in the Landonline Workspace created for the transaction by the purchaser's solicitor; and
- (4) the vendor's obligation under subclause 3.7(2) shall be satisfied:
 - (a) by the vendor's solicitors preparing, certifying, signing and pre-validating a reasonable time prior to the settlement date in such Landonline Workspace the transfer instrument and all other instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement and releasing the same upon settlement so that the purchaser's solicitor can then submit them immediately after settlement for registration; and
 - (b) by the vendor's solicitor paying to the purchaser's solicitor the LINZ registration fees on all of the instruments mentioned in subclause 3.10(4)(a), except for the transfer instrument, unless an allowance for such fees has been included in the settlement statement or such fees are charged to the vendor by LINZ.

Last Minute Settlement

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last minute settlement"), the purchaser shall pay the vendor:
 - (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last minute settlement; and
 - (2) if the day following the last minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

Purchaser Default: Late Settlement

- 3.12 If the vendor is not in default and if any portion of the purchase price is not paid upon the due date for payment:
 - (1) The purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this subclause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly.
 - (2) The vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
 - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
 - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to subclause 3.12(1).

5.0 Title, boundaries and requisitions

- 5.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the possession date.
- 5.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
- the tenth working day after the date of this agreement; or
 - the possession date; or
 - the settlement date.
- (2) If a plan has been or is to be submitted to LINZ for deposit in respect of the property, then in respect of objections or requisitions arising out of the plan, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser:
- notice that the plan has been deposited; or
 - notice that (where a new title is to issue for the property) the title has issued and a search copy of it as defined in section 172A of the Land Transfer Act 1952 is obtainable.
- (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply.
- The vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice.
 - If the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement.
 - If the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
- (4) In the event of cancellation under subclause 5.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatever.
- 5.3 (1) If the title to the property being sold is a cross lease title or a unit title and there are:
- in the case of a cross lease title:
 - alterations to the external dimensions of any leased structure; or
 - buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted user covenant;
 - in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be);
- the purchaser may requisition the title under subclause 5.2 requiring the vendor:
- in the case of a cross lease title, to deposit a new plan depicting the buildings or structures and register a new cross lease or cross leases (as the case may be) and any other ancillary dealings in order to convey good title; or
 - in the case of a unit title, to deposit a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.
- (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 5.4 Except as otherwise expressly set forth in this agreement, no error, omission or misdescription of the property or the title shall annul the sale but compensation, if demanded in writing before settlement but not otherwise, shall be made or given as the case may require.
- 5.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

6.0 Vendor's warranties and undertakings

- 6.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- received any notice or demand and has no knowledge of any requisition or outstanding requirement:
 - from any local or government authority or other statutory body; or
 - under the Resource Management Act 1991; or
 - from any tenant of the property; or
 - from any other party; or
 - given any consent or waiver - which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 6.2 The vendor warrants and undertakes that at the giving and taking of possession:
- The chattels are delivered to the purchaser in their state of repair as at the date of this agreement (fair wear and tear excepted) but failure so to deliver the chattels shall only create a right of compensation.
 - All electrical and other installations on the property are free of any charge whatsoever.
 - There are no arrears of rates, water rates or charges outstanding on the property.
 - Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
 - ~~Where the vendor has done or caused or permitted to be done on the property any works:

 - any permit, resource consent or building consent required by law was obtained; and
 - the works were completed in compliance with those permits or consents; and
 - where appropriate, a code compliance certificate was issued for those works.~~
 - ~~Where under the Building Act, any building on the property sold requires a compliance schedule:

 - the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - the building has a current building warrant of fitness; and
 - the vendor is not aware of any reason that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.~~
- 6.3 The vendor warrants and undertakes that at settlement:
- Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
 - Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - from any local or government authority or other statutory body; or
 - under the Resource Management Act 1991; or
 - from any tenant of the property; or
 - from any other party -
- has been delivered forthwith by the vendor to either the purchaser or the purchaser's solicitor, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- (3) Any chattels included in the sale are the unencumbered property of the vendor.
- 6.4 The vendor warrants and undertakes that on or immediately after possession:
- If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings the water and wastewater charges shall be apportioned.
 - Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after the possession date.
 - The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
 - Where the property comprises a stratum estate, the vendor will notify the secretary of the body corporate in writing of the transfer of the property and the name and address of the purchaser.
- 6.5 Breach of any warranty or undertaking contained in this clause does not defer the obligation to settle. Settlement shall be without prejudice to any rights or remedies available to the parties at law or in equity, including but not limited to the right to cancel this agreement under the Contractual Remedies Act 1979.

Mortgage terms

- 8.8 Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.
- 8.9 If the vendor is to advance mortgage moneys to the purchaser then, unless otherwise stated, the mortgage shall be in the appropriate "fixed sum" form currently being published by the Auckland District Law Society.

9.0 Notice to complete and remedies on default

- 9.1 (1) If the sale is not settled on the settlement date either party may at any time thereafter serve on the other party a settlement notice; but
 (2) The settlement notice shall be effective only if the party serving it is at the time of service either in all material respects ready able and willing to proceed to settle in accordance with the notice or is not so ready able and willing to settle only by reason of the default or omission of the other party.
 (3) If the purchaser is in possession the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 9.2 Subject to clause 9.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
 (1) on or before the twelfth working day after the date of service of the notice; or
 (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive –
 time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 9.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 9.1.
 (3) The vendor may give a settlement notice with a notice under this subclause.
 (4) For the purpose of this subclause a deposit is not an instalment.
- 9.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 9.1(3):
 (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity the vendor may:
 (a) sue the purchaser for specific performance; or
 (b) cancel this agreement by notice and pursue either or both of the following remedies namely:
 (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
 (ii) sue the purchaser for damages.
 (2) Where the vendor is entitled to cancel this agreement the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
 (3) The damages claimable by the vendor under subclause 9.4 (1) (b) (ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
 (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale; and
 (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
 (4) Any surplus money arising from a resale as aforesaid shall be retained by the vendor.
- 9.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser then without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
 (1) sue the vendor for specific performance; or
 (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 9.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable, and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 9.7 Nothing in this clause shall preclude a party from suing for specific performance without giving a settlement notice.
- 9.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready and able to settle upon the expiry of that notice.

10.0 Non-merger

- 10.1 The obligations and warranties of the parties in this agreement shall not merge with:
 (1) the giving and taking of possession;
 (2) settlement;
 (3) the transfer of title to the property;
 (4) delivery of the chattels (if any); or
 (5) registration of the transfer of title to the property.

11.0 Agent

- 11.1 If the name of a licensed real estate agent is recorded on this agreement it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor appoints as the vendor's agent to effect the sale. The vendor shall pay the agent's charges including GST for effecting such sale.

12.0 Goods and Services Tax

- 12.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement then:
 (1) The purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date.
 (2) Where the GST date has not been inserted on the front page of this agreement the GST date shall be the possession date.
 (3) Where any GST is not so paid to the vendor the purchaser shall pay to the vendor:
 (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 (b) any default GST.
 (4) It shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act.
 (5) Any sum referred to in this clause is included in the purchase price, interest and other moneys, if any, referred to in subclause 3.7.
- 12.2 If the supply under this agreement is a taxable supply the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 12.3 The vendor warrants that any dwelling and curtilage or part thereof supplied on sale of the property are not a supply to which section 5(16) of the GST Act applies.
- 12.4 (1) Without prejudice to the vendor's rights and remedies under clause 12.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 9.1.
 (3) The vendor may give a settlement notice under subclause 9.1 with a notice under this subclause.

Further Terms of Sale

- 15.1 The Purchaser acknowledges that upon transfer, the title will become subject to Part IVA of the Conservation Act 1987.
- 15.2 The land is sold in terms of the LINZ Gifted Lands Policy.
- 15.3 Non-statute minerals remain in CT 976/108 (cancelled) and are excluded from sale.
- 15.4 The purchaser acknowledges that the purchaser has inspected the property and that the purchaser purchases the same solely in reliance upon the purchaser's own judgement and not upon any representation or warranty made by the vendor or any agent of the Vendor.
- 15.5 The Vendor shall not be bound by any of the provisions of this contract in any manner until duly signed by it.
- 15.6 Settlement shall be ten working days from the date on which a search copy of the title is obtainable, or within twenty days after the Offeror has received written notice that Cabinet have approved the appropriation application for the value of the land being gifted, which ever is the later.
- 15.7 The offeree acknowledges that this offer is being made subject to Cabinet approval of the appropriation application for the value of the land being gifted, as set out in clause 15.6.
- 15.8 The Beneficially Entitled Persons under this offer are Julie Moana Morton, Maud Rangiwhakatapua Shepherd, Denise Rangikaturia Purdie, Zelda Wikitoria McLure and Ani Miria Stokes, jointly and severally.
- 15.9 The Beneficially Entitled Person acknowledges and agrees that the price, terms and conditions contained in this offer are contemporaneously being offered to the Beneficially Entitled Persons set out in clause 15.8 and that where more than one Beneficially Entitled Person accepts the offer made by the Crown the liability of the Beneficially Entitled Persons under their respective accepted offers will be joint and several.
- 15.10 The vendor undertakes with all due diligence and at the vendor's expense to prepare, obtain a subdivision consent from the relevant local authority, and lodge for deposit in the appropriate Land Transfer Office a plan of sub-division in a form as near as possible to the plan attached.
- 15.11 The property is sold subject to all existing encumbrances, restrictions, easements and drainage rights and to any further encumbrances, restrictions, easements or drainage rights which may be required in order to satisfy the conditions of approval of the subdivision plan by the vendor, Taupo District Council or any other authority in respect of the sub-division plan. The purchaser agrees to purchase the property and take title subject to all such encumbrances, restrictions, easements and drainage rights.
- 15.12 The following are subject to any variation or alteration as required by the vendor, Taupo District Council or Land Information New Zealand as the case may be:
 - (a) The boundaries and area shown on the attached plan;
 - (b) The layout and appearance of the overall sub-division of the remainder of the vendors land or any particular details of the vendors development;

The purchaser shall not be entitled to make any objection or requisition or claim for compensation in respect of any such variations or alterations to the Lot being sold unless the effect of such variation or alterations is to reduce the area of the property by more than 5% of the area shown on the sub-division plan.

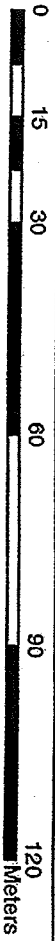




Taupo
District Council

The information displayed on this map has been taken from Taupo District Council's cadastral and aerial data. It is not a professional survey and is not guaranteed. This map is not to be reproduced without permission of TDC.

Tauranga-Taupo School
Ortho Photography Flown Sept 1999



Scale (A4) - 1:1,010



Map Author: Kayn McDonald
Map Date: 02/02/05
Map Location: \\council\maprequest\smaps\tauranga_taupo

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FURTHER TERMS OF SALE

Refer to Further Terms of Sale attached



SCHEDULE 1

List all chattels included in the sale
(strike out or add as applicable)

~~Stove Fixed floor coverings Blinds Curtains Drapes Light fittings~~

WARNING (This warning does not form part of this agreement)

This is a binding contract. Read the information set out on the back page before signing.

Signature of vendor(s)

Signature of purchaser(s)

ROSS JAMES SUTHERLAND

For and on behalf of
Her Majesty the Queen
Acting pursuant to delegated
authority from the Chief
Executive of Land Information NZ
pursuant to section 41 of the
State Sector Act 1988

70631288

Job/Decision Cover Sheet

CLEARANCES

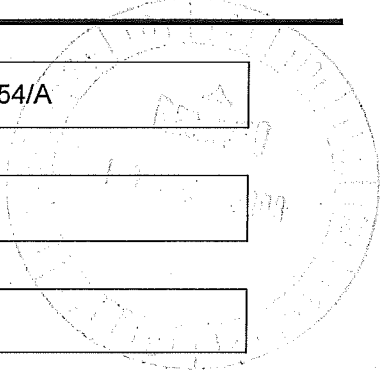
REGULATORY GROUP

LAND INFORMATION NZ

NATIONAL OFFICE

μ New Job Tick Box

CPC FILE REF	CPC/07/12021/A & CPC/04/10054/A
JOB NUMBER	31288
YOUR CLIENT (target agency)	Ministry of Education
Job Name(same as file name 100 character maximum)	Tauranga Taupo Primary School, SH 1 Waitetoko
ACCREDITED SUPPLIER	DTZ
NOMINATED PERSON	Tim Papps
AUTHORS EMAIL AND PHONE	tim.papps@dtz.co.nz , 04 460 3847
WARRANT CATEGORY	108
TYPE OF DECISION(s) (one only off datdecisiontype spreadsheet)	Stage 2 report, including offer back
(If more than 2 use additional form)	
TYPE OF DECISION CHECKLIST ATTACHED AND COMPLETED	Stage 2 report
URGENCY REQUESTED BY DATE (use sparingly and validly)	



Checklist for Stage 2 report PWA and NZRCRA

Nominated person to "tick" where supplied or "comment" if already supplied	Item to be attached	Lodgement Officer to "tick" if provided
	Where offerback is being made	
✓	Report signed by nominated person and peer reviewed	✓
✓	Offerback documents ASR	✓
✓	Valuation	✓
✓	If a successor is involved wills and birth/death certificates and other verifying documents	✓
✓	Solicitors interpretation of will	✓
✓	Current CFR GN	✓
N/A	CFRs for adjoining land where offer is to successors in title s.40(5), or adjacent owners s40(4)	
	Where an exemption is sought	
	Evidence there is no successor or that a company /body has been wound up, struck off or dissolved	
	Copies of advertisements	
	Current CFR	

The provision of the correct information at the lodgement stage will ensure your job/decision is able to be accepted and then allocated for quality assurance.



File with Pass
ONCFR on remark



Trevor Knowles
Manager Clearances
Land Information New Zealand
PO Box 5501
WELLINGTON

Email: tim.papps@dtz.co.nz
Direct Tel: 04 460 3847
Direct Fax: 04 472 0713

Your Ref: CPC/07/12021/Z & CPC/04/10054/Z
Our Ref: CPC/07/12021/A & CPC/04/10054/A

12 August 2008

Neill to see alt
pr b decision

Dear Trevor

Offer Back under Gifted Lands Policy - Tauranga Taupo School Teacher Residence

Job No. 31288 refers.

Enclosed is a report and recommendation for the above teacher residence, presenting an agreement for sale and purchase for your consideration.

Yours faithfully

Tim Papps
Property Services

DTZ

Level 10, State Insurance Tower
1 Willis Street, Wellington
PO Box 1545, Wellington 6140 New Zealand
Tel: +64 (0)4 472 3529
Fax: +64 (0)4 472 0713
www.dtz.com/nz



12 August 2008

Decision no:.....
Date Received:.....

Manager Clearances
Land Information New Zealand
PO Box 5501
Wellington

**AGREEMENT FOR SALE AND PURCHASE UNDER THE GIFTED LANDS POLICY –
TAURANGA-TAUPO SCHOOL TEACHER RESIDENCE**

LINZ FILE REFERENCE: CPC/04/10054/A & CPC/07/12021/A

LINZ PROJECT NO: 31288

CLIENT: Ministry of Education

INTRODUCTION:

The Stage 1 Section 40 report recommended that the area coloured yellow be offered back at two thirds of the current market value on the basis that one third of the land had been gifted by the former owner. However, under a Stage 2 report, the area coloured yellow was exempt from offer back, on the basis that the former owner and successors were all deceased. The decision was made by Trevor Knowles in his email of 4 March 2008 that the Gifted Lands Policy be applied to one third of the area yellow, comprising the teacher residence. This report has identified the Beneficially Entitled Persons and presents an agreement for sale and purchase for signing.

LEGAL DESCRIPTION: Part of Part 2B2M Tauranga Taupo

AREA: 4047 sq m approximately

ENCUMBRANCES: None

LAND STATUS:

The land is comprised in Gazette Notice S466207 (NZ Gazette 1969 p2158) as land held for Maori Schools set apart for State Primary Schools, pursuant to section 25 of the Public Works Act 1928. The land is administered by the Ministry of Education by virtue of Section 143(2) Education Act 1989.

MINERAL STATUS:

The non-statute minerals are comprised in CT 976/108 (part cancelled). Refer to the Section 40 report for full mineral history.

SURVEY:

Central Surveys have done a preliminary investigation into the subdivision of the house from the balance school property. As the proposed subdivision is for land below the minimum lot size under the Taupo District Plan, the subdivision will be a non-complying activity and will require a notified application.

DTZ

Level 10, State Insurance Tower
1 Willis Street, Wellington
PO Box 1545, Wellington 6140 New Zealand
Tel: +64 (0)4 472 3529
Fax: +64 (0)4 472 0713
www.dtz.com/nz



LAND OF POTENTIAL INTEREST:

The land does have some sensitive land issues which will require further investigation should the land not be sold under the Gifted Lands Policy. In particular, the land adjoins an esplanade reserve which itself adjoins Lake Taupo.

COMMENTS:

In terms of the Standard on Gifted Lands Policy, the implementation of the GLP starts from step 7.

Step 7 – Apply Gifted Lands Policy

As determined in the Stage 2 report, the former owner and all of their successors in probate are deceased. Therefore, the implementation of the offer will be outside of the statute. LINZ instructed DTZ to proceed with the Gifted Lands Policy in an email of 4 March 2008.

There has not been any issue arising from this property which would be considered to be politically sensitive. Accordingly, the consideration by the GM PRG to manage the process is not applicable.

Step 8 – Identify Components of the Gift

The land was acquired in 1940 and the school residence was constructed in the 1940's. It is therefore inferred that it was only the land which was gifted to the Crown.

Step 9 – Invite Vendor to Apply GLP

An invitation was made to the Ministry of Education to apply the Gifted Lands Policy on 18 March 2008. The Ministry approved the implementation of the policy on 12 August 2008.

Step 10 – Mediate with Ministers

Not applicable, as the vendor has agreed to implement the GLP.

Step 11 – Determine Value of Gift and Improvements

Truss & Keys undertook a current market valuation dated 2 May 2008 and determined the following values (values inclusive of GST):

Gifted (land)	\$1,910,000
Improvements	\$ 116,000
Chattels	\$ 4,000
Market value	\$2,030,000

*is a copy of the deed
attached to the report*

Step 12 – Mgr CPM agrees to Valuation

The Portfolio Manager of Crown Property Management has agreed to the valuation of the gifted portion at \$1,697,778 excluding GST in his letter of 11 June 2008.

Step 13 – Negotiate Sale Price of Gift with Vendor

Not applicable, as the Portfolio Manager of Crown Property Management has agreed to the valuation of the gift.



*see notes
2008 19/1/19*

Step 14 – Locate BEPs

The former owner, Ani Miria (aka Ani Miria Ericsson and Ani Miria Haumu) died on 16 February 1958. A copy of her will was obtained from John Koning, Solicitor. John Koning states: "I am instructed that Ani Miria did not have any children of her own and that Te Uira Elizabeth Jones was her whangai" (adopted child). Te Uira Elizabeth Jones died on 31 May 1992. The wills of Ani Miria and Te Uira Elizabeth Jones have been interpreted by Rod Ingle in his letter of 8 January 2006. The BEPs are identified as: Julie Moana Morton, Maud Rangiwahakatapua Shepherd, Denise Rangikatoria Purdie, Zeldia Wikitoria McLure and Ani Miria Stokes.

→ b 1912

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Step 15 – Mgr CPM to Remove Property from Appropriation List

Not applicable, as the BEPs have been located.

Step 16 – Final Sign-Off

Not applicable, as the BEPs have been located.

Step 17 – BEPs Invited to Register Interest

A letter of 12 June 2008 was sent to the BEPs inviting registration of interest in the return of the property. A fax dated 31 July 2008 was received from John Koning of Jackson Reeves, who is acting for Julie Morton and her whanau, advising that his clients formally register their interest.

RECOMMENDATION:

It is recommended that pursuant to the Gifted Land Policy that you sign the enclosed agreement for sale and purchase in favour of Julie Moana Morton, Maud Rangiwahakatapua Shepherd, Denise Rangikatoria Purdie, Zeldia Wikitoria McLure and Ani Miria Stokes.

Prepared by:
DTZ MREINZ

Tim Papps
Property Services

Peer Reviewed by:
DTZ MREINZ

Naomi Bray
Property Services

APPROVED/DECLINED

.....

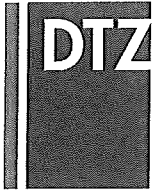
(In terms of a warrant from the Chief Crown Property Officer and the Commissioner of Crown Lands dated)

05/11/08



Appendices:

Appendix I	Death Certificates
Appendix II	Copies of Wills
Appendix III	Legal Interpretation
Appendix IV	Current Search Copy
Appendix V	Registration of Interest
Appendix VI	Valuation & Letter of Instruction
Appendix VII	Confirmation of Appropriation
Appendix VIII	MOE Approval to Apply GLP
Appendix IX	Land of Potential Interest
Appendix X	Survey Advice
Appendix XI	Agreement for Sale and Purchase



APPENDIX I

Death Certificates

New Zealand Death Certificate

Registration Number

1992040049

DECEASED

First/given name(s) **Te Uira Elizabeth**
Surname/family name **Jones**

(If different from above) First/given name(s) at birth -
Surname/family name at birth -

Date of death **31 May 1992**
Place of death **Punawhaata Kiko Road Terangiita**
Cause or causes of death **Biventricular Cardiac Failure**
(as specified in doctor's certificate or coroner's order) **Old Age**

Name of certifying doctor **A J Stoltz**
Date last seen alive by certifying doctor **29 May 1992**

Sex **Female**
Age and date of birth **80 22 February 1912**
Place of birth **Tauranga-Taupo**
If not born in New Zealand number of years lived here -
Usual home address **Punawhaata**
Kiko Road Terangiita
Usual occupation, profession or job **Widow**
Date of burial or cremation **3 June 1992**
Place of burial or cremation **Waitetoko Family Cemetery Terangiita**
Age of each daughter **57 55 53 48 47**
Age of each son -

MOTHER: First/given name(s) **Wakahuia**
Surname/family name **Maniapoto**
(If different from above) First/given name(s) at birth -
Surname/family name at birth **Tepaerata**

FATHER: First/given name(s) **Tawhirau**
Surname/family name **Maniapoto**
(If different from above) First/given name(s) at birth -
Surname/family name at birth -

PARENTS

Relationship status at time of death **Not Recorded**
Relationship type -
Age of deceased at event **22**
Place of marriage/civil union **Tauranga-Taupo**
SPOUSE/ First/given name(s) **Eric Stanley**
PARTNER: Surname/family name **Jones**
Sex -
Age *(if living)* **Not Recorded**

RELATIONSHIP(S)

Certified true copy of particulars recorded by a Registrar

Issued under the seal of the Registrar on **4 January 2007**

CAUTION - Any person who (1) falsifies any of the particulars on this certificate, or (2) uses it as true, knowing it to be false, is liable to prosecution under the Crimes Act 1961.

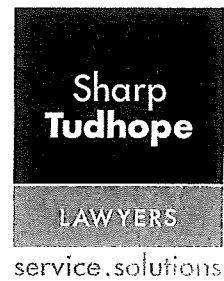




APPENDIX II

Copies of Wills

Ref: Beech/Koning: 188965.4
Direct line: (07) 928 0792
Litigation fax: (07) 578 0529
Email: John.Koning@Sharptudhope.co.nz

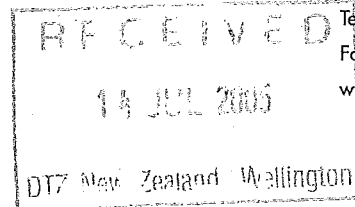


35 Grey Street Tauranga
Private Bag TG12020
Tauranga, New Zealand
DX HP 40049

Telephone 07 578 2149
Facsimile 07 578 5133
www.sharptudhope.co.nz

12 July 2005

DTZ New Zealand
PO Box 1545
WELLINGTON



Attention: Bronwyn Simmonds

TAURANGA TAUPO SCHOOL - ANI MIRIA

Further to our recent telephone conversation (Koning/Simmonds), I **enclose** copies of the wills of Ani Miria and Te Uira Elizabeth Jones.

I am instructed that Ani Miria did not have any children of her own and that Te Uira Jones was her whangai. My client, Julie Morton, is the daughter of Te Uira Jones and is one of the executors and trustees of her estate.

I ask you to keep me informed of progress with the offer back of the former Tauranga Taupo School site. I am moving to another Tauranga law firm next week and would therefore ask you to direct any future correspondence to me at Jackson Reeves, PO Box 243, Tauranga.

SHARP TUDHOPE

per:

John Koning
Senior Solicitor

c.c. ~~Julie Morton
707 State Highway 1
Motutere
R.D. 1
Turangi~~





Death Certificate

(extracted from the Maori register)

Office: Tokaanu

District No. 3

National No. 1958/39120

Date of Death (Te ra i mate ai) 16 February 1958
 Place of Death (Te kainga i mate ai) Te Rangiita

DESCRIPTION OF DECEASED

Name in Full (Te katoa o tona ingoa) Ani Miria Ericsson
 Residence (Kainga) Te Rangiita
 Tribe (Iwi) sub-tribe Ngati Tuwharetoa
 Sex (He tane he wahine ranei) and age (nga tau) Female 100

IF DECEASED WAS MARRIED

Name of husband or wife (Te ingoa a tana tane o tana wahine ranei) Anders Enoch Ericsson
 Number and sex of children, if any, living (Te tokomaha o nga tamariki e ora ana, mehemea he pera, me whakaatu he tane, he wahine ranei) M. -
 F. -

CAUSE OF DEATH

Causes of death (Taki i mate ai) and duration of last illness (te roa ona e pangia ana e tona mate whakamutunga) Acute Coronary - 4 months
 Undefined

Name of Medical Practitioner giving certificate, if any (Te ingoa o te takuta nana i whakaputa te tiwhikete, mehemea he pera) A R Martin

Date when medical practitioner last saw deceased, ie alive (Te ra mutunga i kite ai i te tupapaku ara i te wa e ora ana ai) 12 February 1958

BURIAL

When buried (Te ra i tanumia ai ia) 19 February 1958
 Where buried (Te wahi i tanumia ai ia) Waitetoko

PARENTS OF DECEASED

FATHER (PAPA)
 Name (Ingoa) Andrew Craig
 Residence (Kainga) Not Recorded
 Tribe (Iwi) or sub-tribe Not Recorded
 Description (Ahuatanga) Not a Maori

MOTHER (WHAEA)
 Name (Ingoa) Haumu Te Turui
 Residence (Kainga) Not Recorded
 Tribe (Iwi) or sub-tribe Ngati Tuwharetoa
 Description (Ahuatanga) Maori of Full Blood

Certified to be a true copy of the above particulars in an entry recorded in this office.

Issued under the seal of a Registrar on 9 day of January 2007

CAUTION - Any person who (1) falsifies any of the particulars on this certificate, or (2) uses it as true, knowing it to be false, is liable to prosecution under the Crimes Act 1961.



Witnessed at Tokoroa, 26.2.1948
Mauri Land Court

This is the last Will and Testament of Ani Miria Haumu of Tauranga, Tairāpo in the Provincial District of Auckland and the Dominion of New Zealand. (aboriginal Native).

I Revoke all former wills and Testamentary documents, and I appoint Eric Stanley Jones of Te Rangita (storekeeper) to be executor and administrator of this my will.

I give and bequeath the whole of my estate, both real and personal, of whatsoever nature and wheresoever situate, including therein all estates and interests whatsoever, to which I am entitled at my decease in any maori lands unto my grandniece Teaira Elizabeth Jones absolutely

As Witness my hand this 27th Day of February One thousand nine hundred and Forty eight. (1948.)

Ani Miria Haumu
mark

Signed by the said Ani Miria Haumu by mark as and for her last will and testament in the presence of us together present at the same time, who at her request, in her presence, and in the presence of each other, have here unto subscribed our names as witnesses. The said will having prior to the execution thereof been read over to the testatrix both in the English and maori languages, when she appeared to understand perfectly the meaning, purport and effect thereof, one of such witnesses being a licensed Maori Interpreter of the First Grade.

Arthur Fair
Licensed Maori Interpreter
Tairāpo

A. H. Reid, J.P.
Carpenter
Tairāpo.

Witnesses present at Tokoroa by Maori Land Court on 26.2.1948
Mauri Land Court

THIS IS THE LAST WILL AND TESTAMENT of me TE UIRA ELIZABETH JONES otherwise known as TE UIRA MANIAPOTO of Te Rangitira in the Dominion of New Zealand, Widow.

1. I REVOKE all wills and testamentary dispositions at any time heretofore executed by me.

2. I APPOINT my daughters JULIE MOANA MORTON and ZELDA WIKTORIA McCLURE (hereinafter called "my Trustees") to be the executors and trustees of this my will AND I DECLARE that in the interpretation hereof the expression "my Trustees" shall mean and include the trustee or trustees for the time being hereof whether original additional or substituted.

3. I GIVE AND DEVISE free and clear of all duties estate succession or otherwise by freehold properties known as Tauranga Taupo 2B2L³⁴~~33~~ and 2B2L31 Blocks to my Trustees UPON TRUST to transfer a one-quarter share of each of the said properties to my daughters JULIE MOANA MORTON, MAUDE RANGIWHAKATAPUA SHEPHERD and DENISE RANGIKATIRIA PURDIE and ANI MIRIA STOKES as tenants in common absolutely.

4. I DIRECT that my Trustees return to each of my children those gifts presents or items free of all duties that my children may have given to me but without the value of such items being charged against the share of those children in my estate.

5. I GIVE DEVISE AND BEQUEATH the whole of the rest of my estate both real and personal of whatsoever nature and wheresoever situate including all property over which I may have any power of disposition or power of appointment as at the date of my

J. E. J.
23
S.O.

death unto my Trustees UPON TRUST:

- (a) To sell call in and convert into cash all such parts of my estate as shall not consist of ready money with power in their absolute discretion to postpone the sale calling in and conversion of such part or parts thereof so long as they shall think fit.
- (b) To pay thereout all my just debts and funeral and testamentary expenses and all duties payable on my dutiable estate whether in respect of property passing under this my will or otherwise.
- (c) To divide the residue of my estate into five (5) equal parts to hold such parts upon the following Trusts :
 - (i) To pay one such fifth part for my daughter JULIE MOANA MORTON absolutely;
 - (ii) To pay one such fifth part for my daughter MAUD RANGIWHAKATAPUA SHEPHERD absolutely;
 - (iii) To pay one such fifth part for my daughter DENISE RANGIKATIRIA PURDIE absolutely;
 - (iv) To pay one such fifth part for my daughter ZELDA WIKTORIA McCLURE absolutely;
 - (v) To pay the remaining one-fifth part to my daughter ANI MIRIA STOKES absolutely;

J. E. F.
2.3.1
10.

AND I express my wish that the personal trophies which were left to me by my late husband remain in the family home at Kiko Road, R.D.2., Turangi.

(d) PROVIDED ALWAYS that should any of my said daughters predecease me leaving a child or children who shall survive me and shall then have attained or shall thereafter attain the age of twenty (20) years, such issue shall take and if more than one in equal shares the share his her or their parent would have taken pursuant to the provisions of this my Will had she survived me and attained a vested interest in my estate.

6. I EMPOWER my Trustees notwithstanding the trust for sale hereinbefore contained and at the absolute discretion of my Trustees to retain the whole or any part of my real and leasehold property and during the period of such retention to order and manage the same as my Trustees may think fit with power to my Trustees to let any portion of my real and leasehold property for such term of years and upon and subject to such covenants and conditions as they may deem advisable and either with or without provisions for terminable or perpetual renewal or otherwise and to grant renewals of leases and to accept surrenders thereof to expend out of the capital of my residuary estate such sums as shall in the opinion of my Trustees be necessary for repairs renewals or improvements to the said property and generally to do all such acts matters and things as my Trustees may deem expedient and necessary in the management and administration of the said property AND I DECLARE that the rents and other yearly produce of such property shall during the period of such retention be deemed annual income of my residuary estate for the purposes of the trusts of this my will.

J. E. / G. J.
23.
50.

7. I EMPOWER my Trustees in my Trustees' absolute discretion to retain as authorised investments in my estate all or any investments bonds debenture shares or securities held by me at the date of my death or in which I may then be interested or concerned notwithstanding the hazardous or unauthorised nature thereof AND I DECLARE that my Trustees shall not be responsible for any loss or losses occasioned by such retention AND I FURTHER EMPOWER my Trustees to accept or take up any bonus shares or other rights or benefits issued or given by any company in which my estate may be interested or concerned and to determine whether such bonus shares or other rights or benefits are capital or income notwithstanding the decision of the company in such matter AND I FURTHER EMPOWER my Trustees to accept a seat on the board of directors of any company in which I may interested as shareholder director or otherwise at the date of my death and to retain for their own use all directors fees and allowances so earned by my Trustees.

8. I EMPOWER my Trustees to invest such of the proceeds of conversion and my ready money as may from time to time be available for investment in any of the modes of investment for the time being authorised by the law of New Zealand for the investment of trust funds including contributory mortgages of freehold lands and including solicitors nominee company contributory mortgages and to vary or transpose such investments into or for others of any nature hereby authorised.

9. I EMPOWER my Trustees at their absolute discretion during the minority of any person having a vested or contingent share in my estate to apply the whole or any part of the capital or income of such share of such minor for or towards his or her maintenance education advancement or benefit with liberty to pay the same to the

9 6/0
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guardian or guardians of such minor for the purposes aforesaid without being liable to see to the application thereof.

IN WITNESS WHEREOF I have hereunto subscribed my name to this my last will this 11/11 day of April One thousand nine hundred and ninety-two (1992)

SIGNED by the Testatrix the said)
TE UIRA ELIZABETH JONES)
otherwise known as TE UIRA)
MANIAPOTO as and for her)
last Will and testament in the)
sight and presence of us both)
being present at the same time who)
at her request in her sight and)
presence and in the sight and)
presence of each other have)
hereunto subscribed our names as)
attesting witnesses:)

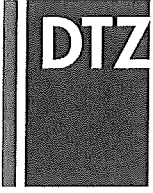
E. Jones

Laurie Burdett

Laurie Burdett - manager
Tang's Hospital
Kotare St

S. Osborne

SALLY OSBORNE - (Secretary)
Tang's Hospital
Kotare Street
Tang



APPENDIX III

Legal Interpretation

Rod Ingle

Barrister & Solicitor

8/01/2006

Bronwyn Simmonds
DTZ NZ
Box 1545
WELLINGTON

Dear Bronwyn

RE: ESTATES OF ANI MIRIA and TE UIRA ELIZABETH JONES

I refer your letter of 5 January 2006 ref. CPC/04/10054/A.

I have read both wills and conclude that the wills are valid and that the land was acquired by the Crown. I have assumed for the purpose of this interpretation that Te Uira Jones died after the death of Ani Miria.

In terms of the Crown's gifting policy the right of the former owner to have the gifted land returned to her subject to purchase of its assets has been passed from Ani Miria to her grandniece, Te Uira Elizabeth Jones and from her to her five beneficiary daughters, **JULIE MOANA MORTON, MAUD RANGIKATIRIA SHEPHERD, DENISE RANGIKATIRIA PURDIE, ZELDA WIKITORIA McLURE, and ANI MIRIA STOKES** or the children of her daughters if any of her daughters predeceased her.

The offer of the land should be made to the aforesaid beneficiaries

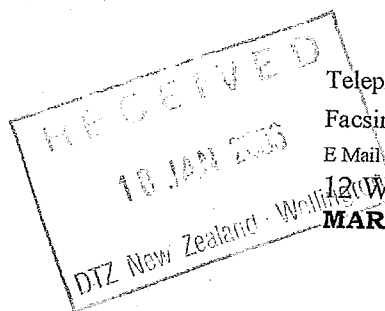
Please ring me if you wish to discuss my opinion further.

I attach my account.

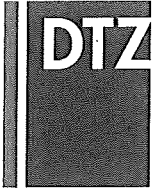


Yours faithfully

Rod Ingle
Solicitor



Telephone (06) 3069406
Facsimile (06) 3069405
E Mail: Rod.Ingle@paradise.net.nz
120 Weld Street
MARTINBOROUGH



APPENDIX IV

Current Search Copy

204

S 490171

GAZETTE
NOTICE

ENTRIES ENTERED IN THE REGISTER-BOOK
No. 8A FOLIO 1061

ON THE 11th DAY OF August 1970

AT 12.00 O'CLOCK.



[Signature]

Assistant Land Registrar
SOUTH AUCKLAND

Lot 18 of 20 W - 22-10-70.
1/5 of 1061 - Lot 54 de Mattews Trust & Luit
22-10-70.

Recorded on DP 512494^M

[Signature]
20/10/70.

[Signature]

SN
mow
11 AUG 1970
-12.10
8387

Extract from N.Z. Gazette, 23 July 1970, No. 43, page 1280

Declaring Additional Land Taken for a State Primary School - *"Tauranga-Taupo" School*
in Block IV, Tokaanu Survey District, Taupo County

PURSUANT to section 32 of the Public Works Act 1928, the Minister of Works hereby declares that, a sufficient agreement to that effect having been entered into, the land described in the Schedule hereto is hereby taken for a State primary school from and after the 27th day of July 1970.

SCHEDULE

SOUTH AUCKLAND LAND DISTRICT

ALL that piece of land containing 30.3 perches, situated in Block IV, Tokaanu Survey District, being Lot 1, D.P.S. 12494, and being part Tauranga-Taupo 2s 2m 3s 3s Block. Part certificate of title, No. 8A/1061, South Auckland Land Registry.

Dated at Wellington this 29th day of June 1970.

PERCY B. ALLEN, Minister of Works.

(P.W. 31/1031/1; D.O. 39/302/0)

A. R. SHEARER, Government Printer, Wellington, New Zealand.

8A/1061

*Declarator for the Owners :-
Lowe, Matthews & Lead
P.O. Box 5003*

block deposited of

*Wellington
Plan lodged (sub-division)*

S 466207

283

Gazette Notice

VOL. 399 FOLIO 210 ✓
 Proc. 1004, 10407, 61898, 926/108 ✓, 8A/1061 ✓, 647/211 ✓
 THE 18th DAY OF November 1969, 311184, 517884, 270922 & 353199.
 AT 2:00 O'CLOCK.



Assistant Registrar,
 SOUTH ISLAND
 2/4/70.

69092: corrigendum amending
 the land in the second schedule herein
 entered 16.12.1969 at 3.00
[Signature]
 A.R.P.

inc in 200

10/70

Rec on Blk Shts. (

VIII	Coromandel S.D.
III	Te Tumu S.D.
IV	Tokaaru S.D.
I	Cambridge S.D.
VIII	Tairua S.D.)

[Signature]
 26/11.
 [Signature]

LAND & DEEDS
Natures: <i>GN</i>
Firm: <i>MOW</i>
18 NOV 1969

*Change of Control
in GAR 1969/12*

Extract from N.Z. Gazette, 30 Oct. 1969, No. 70, page 2158.

Land Held for Maori Schools Set Apart for State Primary Schools

PURSUANT to section 25 of the Public Works Act 1928, the Minister of Works hereby declares the land described in the First and Second Schedules hereto to be set apart for State primary schools.

FIRST SCHEDULE
SOUTH AUCKLAND LAND DISTRICT

ALL those pieces of land described as follows:

- A. R. P. Being
- 4 0 0 Papamoa No. 2, Section 2b, No. 1 Block; coloured yellow on plan P.W.D. 102889 (S.O. 30140).
Situating in Block III, Te Tumu Survey District.
- A. R. P. Being
- 4 2 11.2 Part Opurau School Site; coloured yellow on plan M.O.W. 8698 (S.O. 42299).
Situating in Block XVI, Waimana Survey District.
- A. R. P. Being
- 3 0 0 Part Tauranga-Taupo 2b 2m Block; coloured yellow on plan P.W.D. 107441 (S.O. 30764).
- 1 0 20 Part Tauranga-Taupo 2b 2m 3b 3b Block; edged red on plan M.O.W. 20500 (S.O. 42907).
Situating in Block IV, Tokaanu Survey District.
- A. R. P. Being
- 3 3 30.2 Part Pukemoremore No. 3N Block; coloured blue on plan P.W.D. 141244 (S.O. 36136).
Situating in Block I, Cambridge Survey District.
- A. R. P. Being
- 4 0 0 Part Section 27, Block VIII, Tairua Survey District; coloured yellow on plan P.W.D. 130718 (S.O. 34194).

As the same are more particularly delineated on the plans marked and coloured as above-mentioned, and deposited in the office of the Minister of Works at Wellington.

SECOND SCHEDULE
SOUTH AUCKLAND LAND DISTRICT

ALL that piece of land containing 4 acres and 27 perches situated in Block XIII, Coromandel Survey District, being Makomako Block, as shown on a plan lodged in the office of the Chief Surveyor at Hamilton on 18th day of October 1969, ML 9622.

Dated at Wellington this 10th day of October 1969. M.L. 9622.
PERCY B. ALLEN, Minister of Works.
(P.W. 31/1470; D.O. 39/0)

A. R. SHEARER, Government Printer, Wellington, New Zealand.

Original taken

GAR. PAGE.

1939 - 2244

1963 - 1645 \$270922

1940 - 2232 - Proc # 10407.

1966 - 1234 \$353199

1954 - 70 \$61898

1951 - 5 \$11184

No Regn. Proc. 10014 X

399/210 ✓

Proc. S. 270922 X

576/108 (Proc. 10407)

8A/1061 X

(Proc. S. 353199) X

No Regn. Proc. 61898 X

R.B. 647/211 ✓

Proc. S. 11184 X

No Regn. Proc. S. 178847 X

PRINTER HAS BEEN ASKED FOR AN ERRATA

1960 - 369 \$178847

Erratum lodged 16-12-69

S. 469092.



Digital Title Plan - LT 372602

Survey Number LT 372602
Surveyor Reference TT School
Surveyor Russell Thomas Dick
Survey Firm Central Surveys Ltd
Surveyor Declaration I Russell Thomas Dick, being a person entitled to practise as a licensed cadastral surveyor, certify that
-
(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2;
(b) This dataset is accurate, and has been created in accordance with that Act and those Rules.
Declared on 12/02/2007.

Survey Details

Dataset Description Lots 1 and 2 being a Subdivision of Section 1 SO 30764 & Section 1 SO 42907
Status Approved as to Survey
Land District South Auckland
Submitted Date 12/02/2007
Survey Class Class I Cadastral Survey
Survey Approval Date 13/02/2007
Deposit Date

Territorial Authorities

Taupo District

Comprised In

GN S466207

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Lot 1 Deposited Plan 372602	Fee Simple Title	1.2132 ha	293740
Lot 2 Deposited Plan 372602	Fee Simple Title	0.4552 ha	293741
Total Area		1.6684 ha	



Taupo Nui A Tia

Part Tauranga Taupo 2B2 Block

Section 4 Block N1006494

Lot 5 DPS 21299

Lot 1 DPS 21299

Lot 2 DPS 21299

Lot 1 DPS 21299

1
1.2132Ha

2
0.4552Ha

Lot 3 DPS 4422

Lot 1 DPS 4422

Lot 5 DPS 21299

20.26

112.19

4.12

(102.31)

77.93

(115.47)

95.21

76.04

41.95

(170.57)

1 HS

59.111

T 1/1

Land District South Auckland
Dataset Type: Compiled
Digitally Generated Plan
Generated on: 13/02/2007 5:00pm Page 2 of 2

Lots 1 and 2 being a Subdivision of Section 1 SO 30764 & Section 1 SO 42907

Surveyor: Russell Thomas Dick
Firm: Central Surveys Ltd

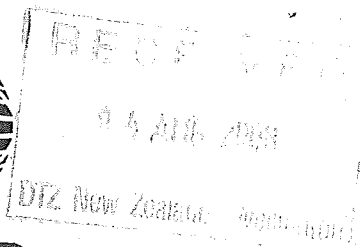
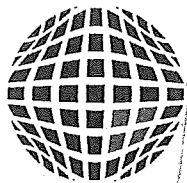
Digital Title Plan
LT 372602
Approved on: 13/02/2007



APPENDIX V

Registration of Interest

PARTNERS:
DAVID JOHN MATTHEW SMALL LL.B
MICHAEL JOHN DORSET LL.B
JOHN PIETER KONING LL.B, BA(HONS)



P O Box 243
Tauranga 3140
Telephone: 07 578 2129
Facsimile: 07 578 4021
DX HP 40052

JACKSON REEVES

L A W Y E R S

OUR REFERENCE:

31 July 2008

JPK/bjm/85995.2

DTZ New Zealand
PO Box 1545
WELLINGTON 6140

By fax: (04) 472-0713

Attention: Tim Papps, Property Manager

RE: TAURANGA TAUPO SCHOOL

As you will be aware, I act for Julie Morton and her whanau in regard to the return of the Tauranga Taupo School under the gifted lands policy of LINZ. Pursuant to step 17 in Disposal of Gifted Land dated 1 July 2002, my clients formally register an interest in accepting the return of the gift. I note that the purchase of the vendor agency improvements may be subject to further negotiation.

I understand that my client's entitlement to the land has previously been demonstrated to your satisfaction.

Yours faithfully
JACKSON REEVES


John Koning
Partner

Email: john@jacksonreeves.co.nz

cc: Julie Morton
By email: jmorton@ihug.co.nz

Unicorn House 14 Willow Street Tauranga New Zealand Email: admin@jacksonreeves.co.nz
Website: www.jacksonreeves.co.nz

REGISTERED LEGAL EXECUTIVES: JACKIE ROSE ANZILE
DEBBIE BURKE AF.NZILE





Animiria Stokes
2 Kiko Road
RD 2
TURANGI

Email: tim.papps@dtz.co.nz
Direct Tel: 04 460 3847
Direct Fax: 04 472 0713

Our Ref: CPC/07/12021/A

12 June 2008

Dear Animiria

Surplus Teacher Residence at Taupo Tauranga School

We act for the Ministry of Education in the disposal of their surplus properties.

Part of the above school was gifted to the Crown by the owner, Ani Miria, in 1940. The Crown agreed with the owner to pay the sum of £140 for three acres. The owner donated one acre and the Crown paying for two acres at the rate of £70 per acre. The actual location of the one acre which was donated was not defined and therefore the Crown has determined that one acre of property which includes the teacher residence will be offered back. Attached is an aerial photograph showing the property to be offered back.

In accordance with the Gifted Lands Policy, this property is to be offered back to the 'beneficially entitled persons', ie, the successors in probate. The following persons have been identified as being the beneficially entitled persons:

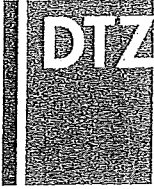
Animiria Stokes
Julie Moana Morton
Niki Campbell (aka Maude Rangiwahakatapua Shepherd)
Denise Rangikatiria Purdie
Zelda Wikitoria McClure

Under the Gifted Lands Policy, the beneficially entitled persons are entitled to the return of the land at the nominal value of \$1.00, but are obliged to purchase the improvements at current market value. The property details are:

Legal Description: part of Section 1 SO 30764
Certificate of Title: part of Gazette Notice S466207
Area: 4047 sq m
Location: 383 State highway 1, Te Rangiita
Improvements: 1940s weatherboard residence, plus garage and three outbuildings

DTZ

Level 10, State Insurance Tower, 1 Willis Street, Wellington New Zealand
PO Box 1545, Wellington 6140 New Zealand
Tel: +64 (0)4 472 3529
Fax: +64 (0)4 472 0713
www.dtz.com/nz



NB: The property has not yet been subdivided from the balance of the school property and the offer back will be made subject to resource consent being obtained. As the area is below the minimum area for the zoning of the land, it will be considered a 'non-complying' subdivision. This will be a lengthy process, including public consultation. There is no guarantee that resource consent will be granted, in which case the offer back would be able to be implemented.

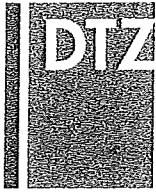
The purpose of this letter is to invite you to register your interest in being made an offer, as outlined above. Please advise in writing by 12 July 2008.

If you have any questions regarding this matter, please contact me on 04 460 3847.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Tim Papps', written over a horizontal line.

Tim Papps
Property Services



Julie Morton
707 State Highway 1
RD 2
TURANGI

Email: tim.papps@dtz.co.nz
Direct Tel: 04 460 3847
Direct Fax: 04 472 0713

Our Ref: CPC/07/12021/A

12 June 2008

Dear Julie

Surplus Teacher Residence at Taupo Tauranga School

We act for the Ministry of Education in the disposal of their surplus properties.

Part of the above school was gifted to the Crown by the owner, Ani Miria, in 1940. The Crown agreed with the owner to pay the sum of £140 for three acres. The owner donated one acre and the Crown paying for two acres at the rate of £70 per acre. The actual location of the one acre which was donated was not defined and therefore the Crown has determined that one acre of property which includes the teacher residence will be offered back. Attached is an aerial photograph showing the property to be offered back.

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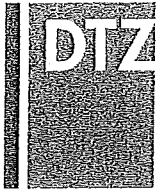
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Julie Moana Morton
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Zelda Wikitoria McClure

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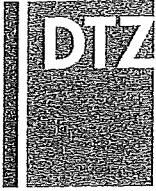
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Yours faithfully

A handwritten signature in black ink, appearing to read 'Tim Papps', written over a horizontal line.

Tim Papps
Property Services



Niki Campbell
1012 Richmond Road
RD 3
NEW PLYMOUTH

Email: tim.papps@dtz.co.nz
Direct Tel: 04 460 3847
Direct Fax: 04 472 0713

Our Ref: CPC/07/12021/A

12 June 2008

Dear Niki

Surplus Teacher Residence at Taupo Tauranga School

We act for the Ministry of Education in the disposal of their surplus properties.

Part of the above school was gifted to the Crown by the owner, Ani Miria, in 1940. The Crown agreed with the owner to pay the sum of £140 for three acres. The owner donated one acre and the Crown paying for two acres at the rate of £70 per acre. The actual location of the one acre which was donated was not defined and therefore the Crown has determined that one acre of property which includes the teacher residence will be offered back. Attached is an aerial photograph showing the property to be offered back.

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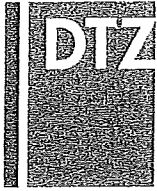
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Yours faithfully

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Tim Papps
Property Services



Zelda McClure
11 Hamilton Road
Papatoetoe
AUCKLAND

Email: tim.papps@dtz.co.nz
Direct Tel: 04 460 3847
Direct Fax: 04 472 0713

Our Ref: CPC/07/12021/A

12 June 2008

Dear Zelda

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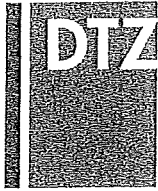
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Yours faithfully

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Tim Papps
Property Services



Denise Purdie
PO Box 87413
Meadowbank
AUCKLAND

Email: tim.papps@dtz.co.nz
Direct Tel: 04 460 3847
Direct Fax: 04 472 0713

Our Ref: CPC/07/12021/A

12 June 2008

Dear Denise

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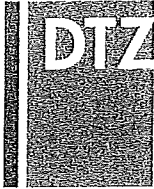
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Tim Papps
Property Services