

D428976.8TE

TRANSFER

Land Transfer Act 1952

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This page does not form part of the Transfer.

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If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

NORTH AUCKLAND REGISTRY

Certificate of Title No. **All or Part?** **Area and legal description — Insert only when part or Stratum, CT**

5A

256

PART

That part marked "C" on Deposited Plan 189078

Transferor Surnames must be underlined

MATTHEW SIMON GREENE and SONYA ANN FRANKHOUSER

Transferee Surnames must be underlined

JOANNE LINDA SMITH

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.

Easement of Right of Way as set out in the annexure Schedule herein

Consideration

ONE DOLLAR (\$1.00)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this

10 day of MARCH

19 98

Attestation

S Frankhouser

Signed in my presence by the Transferor
Signature of Witness

M Green

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

E. WAN
SOLICITOR
Thomas & Co.
New Lynn

Occupation

Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part 1A of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE IN APPLICABLE CERTIFICATE)

E. Wan
Solicitor for the Transferee

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 10 March 1999

Page 2 of 5 Pages

(Continuation of "Estate or Interest or Easement to be created")

DEFINITIONS

1. In this Transfer unless the context otherwise requires:
 - 1.1 "the Servient Land" is the land owned by the Transferor described on page 1.
 - 1.2 "the Dominant Land" is the land owned by the Transferee and contained in Certificate of Title 118D/809 (North Auckland Registry).
 - 1.3 "the Easement Area" is the part of the Servient Land marked "C" on Deposited Plan 189078.
 - 1.4 "the Easement Rights" are the rights described in Section 2

2. RIGHT OF WAY EASEMENTS

The following provisions shall apply to each right of way easement:

- (a) The Transferee and other authorised persons have the right (in common with the Transferor and other authorised persons) to pass and repass:
 - (i) on foot with or without domestic animals of any kind; and
 - (ii) with motor and other vehicles, laden and unladen machinery and implements of any kindfor all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.
- (b) The rights hereby granted are the same as rights created contemporaneously herewith in favour of Certificate of Title 118D/810 (North Auckland Registry)
- (c) The Transferee, together with the registered proprietors from time to time of the land in Certificate of Title 118D/810, shall be solely responsible for:
 - (i) the formation of the right of way; and
 - (ii) the maintenance of the right of way in good, clean order, repair and condition.
- (d) The Transferor shall only be responsible to repair any damage caused to the Easement area by the Transferor or his invitees.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 10 March 1999

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3. GENERAL COVENANTS

The grant of the Easement Right shall be forever appurtenant to each and every part of the Dominant Land.

4. No power is implied for the Transferor to terminate the Easement Rights for breach of any provision in this Transfer by the Transferee or for any other cause, it being the intention of the parties that the Easement Rights will continue forever unless surrendered.

5. The Transferor will not do anything which interferes with or restricts the right of the Transferee or other authorised persons in relation to any of the Easement Rights.

6. The Easement Rights are in substitution for those set out in the Seventh Schedule of the Land Transfer Act 1952.

7. DEFAULT

If either party fails ("the Defaulting Party") to perform or join with the other party ("the Other Party") in performing any obligation under this Transfer the following provisions will apply:

- 7.1 The Other Party may serve a written notice on the Defaulting Party ("a Default Notice") specifying the default and requiring the Defaulting Party to perform or join in performing the obligations and stating that, after the expiry of one month from the service of the Default Notice, the Other Party may perform the obligations.

- 7.2 If after the expiry of one month from the service of the Default Notice the Defaulting Party has not joined in performing the obligations, the Other Party may:

7.2.1 Perform the obligation; and

7.2.2 for that purpose enter onto the Dominant Land or the Servient Land.

- 7.3 The Defaulting Party shall pay to the Other Party the costs of the Default Notice and the costs of the Other Party in performing the obligation of the Defaulting Party within one month of receiving written notice of the Other Party's costs.

- 7.4 The Other Party may recover any monies payable under Section 7.3 from the Defaulting Party as a liquidated debt.

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MS

[Signature]

[Signature] Frankhouse

[Signature]

7

[Signature]

[Signature]

Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 10 March 1999

Page 4 of 5 Pages

8. DISPUTES

If any dispute arises between the Transferor and the Transferee concerning the rights created by this Transfer, the parties shall enter into negotiations in good faith to resolve the dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations, the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the Auckland District Law Society. Such arbitration will be determined in accordance with the Arbitration Act 1908 and its amendments or any enactment passed in substitution. The parties' execution of this Transfer shall be deemed to be a submission to arbitration.

THE NATIONAL BANK OF NEW ZEALAND LIMITED as mortgagee under and by virtue of Memorandum of Mortgage D.291936.2 over Certificate of Title Volume 5A Folio 256 (North Auckland Registry) does hereby consent to the within written easement hereby created.

The execution of this document
by the Bank is without prejudice
to all the other rights and
remedies of the Bank of
whatsoever nature.

Signed by _____
The National Bank of New Zealand Ltd
By its attorney **TONY PAUL JONES**
In the presence of _____

25 MAY 1999

WITNESS: **HEATHER BLACKLAWS**OCCUPATION: **BANK OFFICER**ADDRESS: **AUCKLAND**

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MG *[Signature]* *S Frankhouse* *[Signature]* *[Signature]* *[Signature]*

Annexure Schedule

TRANSFER

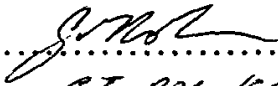
Dated 10 March 1999

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EXECUTED by the Transferee

JOANNE LINDA SMITH in the
presence of:

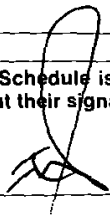
..........Transferee

..........
.....G.T. ROBINSON..... Witness Name
.....BUILDER..... Occupation
.....TANGIHUA RD..... Address
.....MAUNGAKARAMEA

RECORDED
14 MAR 1999
14 MAR 1999

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

MS



S Frankhouse

7



JK



The National Bank of New Zealand Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **TONY PAUL JONES** Manager Lending Services of Auckland in New Zealand **HEREBY CERTIFY:**

1. **THAT** by Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No	D.016180	Hokitika	as No	105147
Blenheim	as No	186002	Invercargill	as No	242542.1
Christchurch	as No	A.256503.1	Napier	as No	644654
Dunedin	as No	911369	Nelson	as No	359781
Gisborne	as No	G.210991	New Plymouth	as No	433509
Hamilton	as No	B.355185	Wellington	as No	B.530013

The National Bank of New Zealand Limited (the "Bank") appointed me its Attorney with the powers and authorities specified in that Deed.

2. **THAT** at the date of this Certificate, I am the Manager Lending Services, Auckland Regional Support Centre of the Bank.
3. **THAT** at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the Bank or otherwise.

DATED at Auckland this **25 MAY 1999** day of 19

Approved by Registrar-General
of Land under No. 1995/1004

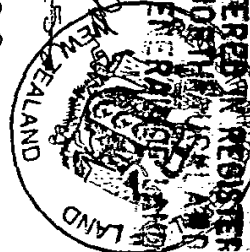
TRANSFER

Land Transfer Act 1952

LINZ COPY

246 09 SEP 99 12 28 07 6 - 8

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NOTIFICATION AND
FOR REGISTRAR-GENERAL



SA/256
118D/809

Law Firm Acting
HERNE BAY LAW SOLICITORS AUCKLAND

Auckland District Law Society
REF: 4135

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

