

D472570.1 TE

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

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

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

820	282	ALL	
-----	-----	-----	--

Transferor Surnames must be underlined

ROY HAYWOOD

Transferee Surnames must be underlined

STEFANIE KROEGER

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 affecting part of the abovedescribed land

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 described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 18 day of JANUARY 2000

Attestation

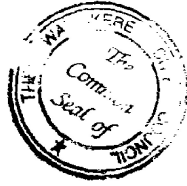
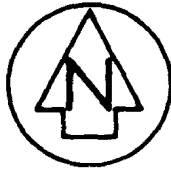
Signed in my presence by the Transferor
Signature of Witness Mulling
Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)
Witness name ROSEMARY MCILROY
Occupation RECEPTIONIST
Address 4459 GREAT SOUTH RD
PAPATOETOE
Signature, or common seal of Transferor R Haywood

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1977
(DELETE, IF APPLICABLE CERTIFICATE)

600 Wilson
Solicitor for the Transferee

D472570.1 TE



Approvals

Registered Owners:

Sylvia Herbert *A. Hayward*

Approved pursuant to Section 348 of the Local Government Act 1974 is the Right of Way shown hereon on this 18th day of June 1999. The Common Seal of the Waitakere City Council is affixed hereto in the presence of:

H. H. H. H. *P. P. P. P.*
Manager: Resource Consents Resource Planner (Subdivisions)

Panel of Proposed Easement

Purpose	Shown	Servient Tenement	Dominant Tenement
R.O.W.	(A)	Lot 7 DP 31270	Lot 8 DP 31270

6
DP 31270

Total Area

Comprised in CT 820/282

I, Antony Bowkett Matthews of Auckland
Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
Dated at Auckland this 20th day
of February 19 99 Signature A. Matthews

Field Book p. Traverse Book p.
Reference Plans

Examined (initials) Correct

Approved as to Survey *W. L. Nible*
19.7.99 *Devin*
Chief Surveyor

Deposited this 25 day of JAN 1999
For District Land Registrar

File
Received - 7
Instructions
DP 197378

274.150mE

54805

er Lot 7

TERRITORIAL AUTHORITY Waitakere City

Surveyed by A.B. Matthews & Associates Ltd

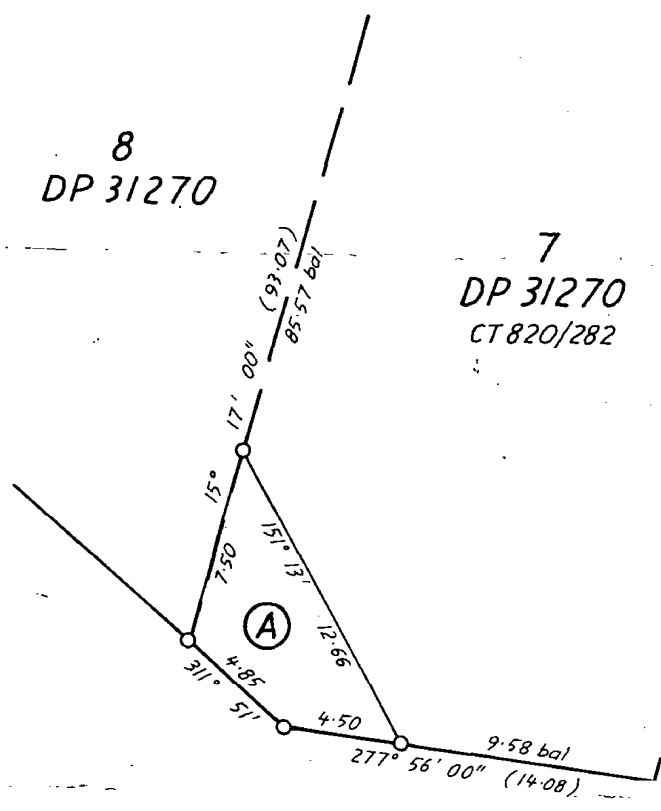
Scale 1:200

Date January 1999

691025 mN

8
DP 31270

7
DP 31270
CT 820/282



RAYNER
Legal (20.12) ROAD
Rd

690975 mN

274100 mE

LAND DISTRICT *North Auckland*
 SURVEY BLK. & DIST. *III Waitakere*
 NZMS 261 SHT RECORD MAP No

Plan of Proposed Right of Way over
DP 31270

820/281 (Bdh)

Appurtenant hereto is a right of way over part Lot 7 DP
31270 marked A on DP197378 (CT820/282) created by
Transfer D472570.1- 25.1.2000 at 3.46

For RGL

820/282 (Bdh)

Subject to a right of way over part herein marked A on
DP197378 appurtenant to Lot 8 DP31270 (CT820/281
created by Transfer D472570. 1 – 25.1.2000 at 3.46

For RGL

Annexure Schedule

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

Transfer

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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 820/281 (North Auckland Registry).

1.3 "the Easement Area" is the part of the Servient Land marked "A" on Deposited Plan No 197378

1.4 "the Easement Rights" are the rights described in Section 2

2. RIGHT OF WAY EASEMENTS

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

So long as the right of way is utilised exclusively by the Transferee:

(a) The Transferee and other authorised persons have the right 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 kind

for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.

(b) The Transferee 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.

(c) 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.

Sylvia Verago

[Handwritten signatures and initials]

Annexure Schedule

Insert below

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

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In the event that the Transferor and/or his successors in title shall utilise the right of way then the rights conferred above shall be deemed to be modified so that the rights referred to in Clause 2(a) may be enjoyed by the Transferee and other authorised persons together with the Transferor and other authorised persons, and

the obligations of maintenance described in Clause 2c(ii) shall be shared equally between the Transferee (including her successors in title) and the Transferor (including his successors in title).

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:

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.

Stephanie Verriest

[Signature]

[Signature]

[Signature]

Annexure Schedule

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

Transfer

Dated 18/1/2000

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- 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.

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.

[Handwritten signatures]

THE BANK OF NEW ZEALAND LIMITED as mortgagee under and by virtue of Memorandum of Mortgage D.024681.1 over Certificate of Title Volume 820 Folio 282 (North Auckland Registry) does hereby consent to the within written easement hereby created.

P.T.O. NEXT PAGE

EXECUTED by STEFANIE KROEGER as Transferee in the presence of:

Stefanie Kroeger

GCM WILSON
SOLICITOR
AUCKLAND

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.

Stefanie Kroeger

[Handwritten initials]

Annexure Schedule

TRANSFER

Dated

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ANNETTE MAREE HAYWOOD as interested party under and by virtue of Notice of Claim No. D334684 over Certificate of Title 820/282 (All) (North Auckland Registry) DOES HEREBY CONSENT to the within written easement hereby created.

EXECUTED by the said
ANNETTE MAREE HAYWOOD
in the presence of:

ANNAYWOOD

Witness:

Occupation:

Address:

[Handwritten signature]

Reg Nurse

43 Stonex Rd Papatoetoe

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys	BANK OF NEW ZEALAND By its Attorneys: <i>[Handwritten signature]</i>
JASON PAUL GOTLIEB	
Jeremy Hastings Wh	<i>[Handwritten signature]</i>
In the presence of: KELSEY MAREE LAWRIE	<i>[Handwritten signature]</i>
Witness:	
Occupation: Bank Officer	
Address: Wellington	

49802284

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.

[Handwritten signature]

[Handwritten signature]

CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY

JASON PAUL GOTLIEB

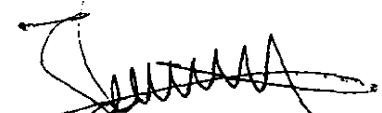
We, _____ of Wellington and
Jeremy Hastings White of Wellington, New Zealand,

Bank Officers, severally certify that:

- By deed dated 25 May 1994 (the "Deed") we were, by virtue of being respectively a Second Authorised Officer and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
- Copies of the Deed are deposited in the Land Transfer Offices at:

Auckland	as No. C622693.1F	Blenheim	as No. 174983
Christchurch	as No. A124795.1	Dunedin	as No. 859913
Gisborne	as No. G198246.1	Hamilton	as No. B214884
Hokitika	as No. 098538	Invercargill	as No. 221983.1
Napier	as No. 609666.1	Nelson	as No. 339830.1
New Plymouth	as No. 412259	Wellington	as No. B363693.1
- We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
- At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.


SIGNED at Wellington
this 16th day of November 1999



Signature
JASON PAUL GOTLIEB

Name

SIGNED at Wellington
this 16th day of November 1999



Signature
Jeremy Hastings White

Name

69902284

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

TRANSFER

Land Transfer Act 1952

[Faint, illegible text]

Law Firm Acting
<i>[Empty dashed box]</i>

Auckland District Law Society
REF: 4135

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH
for REGISTRAR-GENERAL OF LAND



3.46 25.JANUO D 472570

LINZ COPY



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