

B 539272.3 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

[Empty box for Land Registration District]

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

[Empty box for Certificate of Title No.]	[Empty box for All or Part?]	[Empty box for Area and legal description]
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Transferor Surnames must be underlined

See Annexure Schedule 8

Transferee Surnames must be underlined

[Empty box for Transferee Surnames]

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

[Empty box for Estate or Interest or Easement to be created]

Consideration

[Empty box for Consideration]

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE 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 day of 19

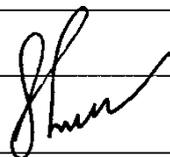
Attestation

[Empty box for Signature of Witness]	Signed in my presence by the Transferor Signature of Witness
	Witness to complete in BLOCK letters <i>(unless typewritten or legibly stamped)</i> Witness name Occupation Address

Signature, or common seal of Transferor

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 1971
(DELETE APPLICABLE CERTIFICATE)



Solicitor for the Transferee

Annexure Schedule

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

Transfer

Dated 11/3/99

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(c) Any dispute as to the terms or the interpretation of this grant or the liability of the parties shall be determined by an arbitrator under the Arbitration Act 1908 or any Act passed in substitution or amendment, and this clause shall be deemed to be a "submission" within the meaning of that Act.

DATED the 11 day of March 1999

SIGNED by MURRAY JAMES CLEMENS and DAVID HAROLD CLAPHAM in the presence of :

[Signature]

M G Pocock
Solicitor
Hamilton

[Signature]
[Signature]

SIGNED by JOHN NICHOLAS McGUIRE in the presence of :

[Signature]

Brian Braatvedt
Solicitor
Hamilton

[Signature]

SIGNED by DAVID HAROLD CLAPHAM and DENISE PAMELA CLAPHAM in the presence of :

[Signature]

M G Pocock
Solicitor
Hamilton

[Signature]
[Signature]

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.

[Signatures/Initials]

Annexure Schedule

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

Transfer

Dated 11/3/99

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registered as proprietors of an estate in fee simple subject however to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land containing 488 square metres more or less being Lot 1 on Deposited Plan S.71277 and being all the land contained in Certificate of Title Volume 57B Folio 317 South Auckland Registry subject to Section 243(c) Resource Management Act 1991 (Easements on DPS71277 to be created) Section 8 Mining Act 1971 Part IVA Conservation Act 1987 and to Mortgage B.296428.2

the pieces of land in 1.3 and 1.4 comprising "the dominant land"

2 Grant of Easement

In consideration of \$1.00 (the receipt of which is acknowledged) paid to the Grantor by the Grantee, the Grantor TRANSFERS AND GRANTS to the Grantee to be appurtenant to the dominant land for all time, the right of the Grantee, the Grantee's contractors, tenants, agents, employees, licensees and invitees (in common with the Grantor, the Grantor's tenants, and any other person lawfully entitled) at all times by day and by night to pass, and re-pass, with or without motor vehicles, animals, machinery and implements of any kind over and along that part of the servient land marked "B" on the plan deposited in the Land Transfer Office at Hamilton under No. DPS71277 for all purposes connected with the use and enjoyment of the dominant land.

3 Covenants

The Grantor and the Grantee covenant :

- (a) The reasonable cost of forming and maintaining the driveway on the servient land shall be borne equally by the Grantor and the Grantee unless such maintenance and repair shall be directly attributable to those registered proprietors in differing proportions.
- (b) No power is implied for the Grantor to determine this right of way for any breach of covenant or condition (express or implied) or for any other cause whatever. It is the intention of the parties that this right of way shall subsist forever or until duly surrendered.

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[Handwritten signatures and initials]

Annexure Schedule

TRANSFER

Dated

11/3/99

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of

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Pages

1 Recitals

1.1 MURRAY JAMES CLEMENS, insurance agent and DAVID HAROLD CLAPHAM, farmer, both of Hamilton ("the Grantor") are registered as proprietors of an estate in fee simple as to an undivided half share subject however to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land containing 971 square metres more or less being Lot 16 on Deposited Plan S.11219 and contained in residue Certificate of Title 722/28 South Auckland Registry subject to B.300347 Certificate pursuant to Section 224 (c) Resource Management Act 1991 affecting DPS.71277 by the Hamilton City Council

1.2 JOHN NICHOLAS McGUIRE of Hamilton real estate salesperson ("the Grantor") is seised of an estate in fee simple as to an undivided one half share in that parcel of land containing 972 square metres more or less being Lot 16 on Deposited Plan 11219 together with an estate in leasehold in House 1 on Deposited Plan S.59250 both of which estates are contained and described in Certificate of Title Volume 48B Folio 699 South Auckland Registry subject to Lease B.018416.2; Land covenant in Lease B.018416.2; Mortgage B.018416.3 and Certificate B.300347

both of which pieces of land comprising "the servient land".

1.3 DAVID HAROLD CLAPHAM, Farmer and DENISE PAMELA CLAPHAM, Technical Assistant, both of Hamilton ("the Grantee") are registered as proprietors of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land containing 465 square metres more or less being Lot 2 on Deposited Plan S.71277 and being all the land contained in Certificate of Title Volume 57B Folio 318 South Auckland Registry subject to Section 243(c) Resource Management Act 1991 (Easements on DPS.71277 to created) Section 8 Mining Act 1971 Part IV A Conservation Act 1987 and to Mortgage B.478823.1

and

Denise Pamela Clapham [Signature]

1.4 DAVID HAROLD CLAPHAM farmer and ~~MURRAY JAMES CLEMENS~~ life insurance agent, both of Hamilton ("the Grantees") are

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.

Har *JN* *J* *DHC* *DP* *D*

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

TRANSFER

Land Transfer Act 1952

Subject to section 243(a) Resource
Management Act 1991

M. M. M. M.
FOR RAL

Law Firm Acting

Auckland District Law Society
REF: 4135

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(except for "Law Firm Acting")



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
FOR REGISTRAR - 21 APR 1999

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(3) LUCY 12/1/93