

B 539272.4 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 

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]

Consideration

[Empty box for Consideration]

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.

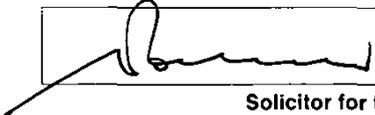
Dated this day of 19

Attestation

[Signature area for Transferor]	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

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Sect on 24(1) of the Stamp and Cheque Duties Act 1971.
[DELETE INAPPLICABLE CERTIFICATE]


Solicitor for the Transferee

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **JOHN ARTHUR WILLIAM CAMPBELL OGILVIE**, of Auckland in New Zealand, Manager, Securities Department of **THE NATIONAL BANK OF NEW ZEALAND LIMITED** ("National Bank") at Wellington hereby certify:

- 1) **THAT** by deed dated 28 October 1998 a copy of which is deposited in the Land Titles Office at:

Registry:	as number:	Registry:	as number:
North Auckland	D.325605.1	South Auckland	B.510101.1
Hawkes Bay	679161.1	Gisborne	G.222534.1
Taranaki	455410.1	Wellington	B.691542.1
Marlborough	200760.1	Nelson	381677.1
Westland	110928.1	Canterbury	A.375561.1
Otago	956823.2	Southland	261275.1

National Bank appointed me its attorney for the purposes set out in the deed and that the attached document is executed in strict accordance with that deed.

- 2) **THAT** as at today I have not received any notice or information of the revocation of that appointment by the dissolution in any manner of National Bank or otherwise howsoever.

DATED this *11th* day of *March* 19*99*


.....
Signature of attorney

(For loan agreements up to \$1,500,000)
(For assignments of rental, lease)
(For declarations of loss)
(For discharges and satisfactions of securities)
(For variations of securities, consents etc.)

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 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 S.11219 and being all the residue of the land contained in Certificate of Title Volume 722 Folio 28 South Auckland Registry subject to Lease B.018416.2; Land covenant in Lease B.018416.2 and Certificate B.300347

the land contained in 1.3 and 1.4 called "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 "A" 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.

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 signatures and initials]

Annexure Schedule

Insert below:-

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

Transfer

dated

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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 11th day of March 1999

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

[Signature]

M G Pocock
Solicitor
Hamilton

[Signature] D. Harold Clapham
[Signature] x Denise Pamela Clapham

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

[Signature]

M G Pocock
Solicitor
Hamilton

[Signature] D. Harold Clapham
[Signature] x Denise Pamela Clapham

SIGNED by JOHN NICHOLAS MCGUIRE in the presence of:

[Signature]

Brian Braatvedt
Solicitor
Hamilton

[Signature] John McGuire

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.

JN x [Signature] [Signature] DHC. x [Signature] [Signature]

Annexure Schedule

Insert below:-

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

Transfer

dated

11/3/99

page

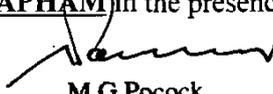
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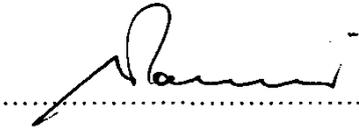
SIGNED by MURRAY JAMES CLEMENS and DAVID HAROLD CLAPHAM in the presence of:



M G Pocock
Solicitor
Hamilton

X Murray Clemens.
D Clapham

Correct for the purposes of the Land Transfer Act 1952



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.

DN X Murz [initials] DHC. J x [initials] [initials]

Annexure Schedule

TRANSFER

Dated

11/3/99

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Pages

1 Recitals

1.1 DAVID HAROLD CLAPHAM, Farmer and DENISE PAMELA CLAPHAM, Life Insurance Agent, both of Hamilton ("the Grantor") 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 488 square metres more or less being Lot 1 on Deposited Plan S.71277 and being all the land contained in Certificate of Title 57B/317 South Auckland Registry subject to Section 243(c) Resource Management Act 1991 (Easements on DPS 71277 to be created) Section 8 Mining Act 1971 Part IV A Conservation Act 1987 and to Mortgage B.296428.2

Handwritten initials

hereinafter described as the "servient land"

1.2 DAVID HAROLD CLAPHAM, Farmer and DENISE PAMELA CLAPHAM, Technical Assistant, both of Hamilton ("the ~~Grantor~~ ^{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

Handwritten scribble

hereinafter
~~both of which pieces of land being~~ described as "the ^{dominant} ~~servient~~ land"

Handwritten initials

1.3 JOHN NICHOLAS McGUIRE of Hamilton real estate salesperson ("the Grantee") is registered as proprietor 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 S.11219 together with an estate in leasehold in House 1 on Deposited Plan S.59250 both of which estates are comprised and described in Certificate of Title Volume 48B Folio 699 South Auckland Registry subject to Lease B.018416.2; Land consent in lease B.018416.2; Mortgage to Post Office Bank Limited and Certificate B.300347

1.4 MURRAY JAMES CLEMENS insurance agent and DAVID HAROLD CLAPHAM farmer both of Hamilton ("the grantees") are

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Handwritten signatures and initials: MUR, JNC, DHC, DC, DP

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

Subject to section 243(a) Resource Management
Act 1991

John Arthur William Campbell Ogilvie
for RGL

TRANSFER

Land Transfer Act 1952

TO: The District Land Registrar

Countrywide Banking Corporation Limited
as mortgagee pursuant to mortgage B478823.1
HEREBY CONSENTS to the creation of the
easements set out in the within written
transfer.

DATED this *11th* day of *March* 1999

EXECUTED by THE NATIONAL BANK OF
NEW ZEALAND LIMITED
by its attorney, *John Arthur William Campbell Ogilvie*
in the presence of

ALEXIS NTAWÉ
BANK OFFICER
THE NATIONAL BANK OF NEW ZEALAND
LIMITED (COUNTRYWIDE BANK DIVISION)
AUCKLAND

- (a) On 27 November 1998 Countrywide Banking Corporation Limited ("Countrywide") was amalgamated with The National Bank of New Zealand Limited to become The National Bank of New Zealand Limited ("National Bank") under Part XIII of the Companies Act 1993
- (b) Prior to the amalgamation referred to in (a), Countrywide was recorded as the mortgagee of mortgage No *B478823* *SOUTH AUCKLAND*
- (c) The Property has become the property of National Bank by virtue of Section 223 Part XIII of the Companies Act 1993

Law Firm Acting

Auckland District Law Society
REF 4135

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



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
REGISTRY OF LAND

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4 *12/6/99*