

Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument
Section 90, Land Transfer Act 1952

ACCESS EASEMENT

Land registration district

NORTH AUCKLAND



E 6491997.13 Grant of

Cpy - 01/01, Pgs - 007, 11/07/05, 15:10



DocID: 312016713

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

186660

All

186661

All

Transferor

Surname(s) must be underlined or in CAPITALS.

DANNEMORA PROPERTY TRUSTEE LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

WHANGAREI DISTRICT COUNCIL

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed.

**Access Easement in Gross pursuant to section 237B of the Resource Management Act 1991
(continued on Annexure Schedule)**

Operative clause

See Annexure Schedule

~~The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.~~

Dated this

24th day of May 2005

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

For and on behalf of DANNEMORA
PROPERTY TRUSTEE LIMITED by its
Attorney Simon George Mortlock

Signature [common seal] of
Transferor

Signed in my presence by the Transferor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

HAMISH GUYON STANTAN DOUCH
SOLICITOR
CHRISTCHURCH

Occupation

Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Transferee

Annexure Schedule

Insert type of instrument

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

Transfer

Dated

24 May 2005

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(Continue in additional Annexure Schedule, if required.)

"Continuation of Certificates of Title"

186675	All	186677	All
186676	All	186688	All
186678	All		
186679	All		
186680	All		
186681	All		
186689	All		

The following terms, conditions covenants and restrictions shall apply to the easement.**1. Operative Clause**

The Transferee shall have an easement for an access strip ('easement') for the right of any person to pass and repass by foot and along those parts of the land specified in Schedule 2 ('Access Areas'), such areas of land being part of the land specified in Schedule 1 ('Servient Tenement') on the terms contained in this transfer.

2. Formation and maintenance of Access Areas

2.1 The Transferor shall be responsible for, and will bear the costs of, forming and maintaining the Access Areas.

3. Use of Access Areas

3.1 Subject to the provisions of this easement, the Transferee and members of the public shall have the right (in common with the Transferor and other persons duly authorised by the Transferor) to pass and repass on foot only over and along the Access Areas.

3.2 For the purpose of this easement, "Transferor" and "occupier" includes any employees or agents authorised by the Transferor or occupier.

3.3 In order to safeguard the Servient Tenement, Access Areas and the areas adjoining the Access Areas against damage and interference with the use of the same, the Transferee acknowledges and agrees that the Transferor shall be entitled to take all reasonable steps to prevent or mitigate such damage or interference including but without limitation evicting any persons using the Access Areas in the event that any such person:

- (a) Endangers, disturbs, or annoys any lawful user of the Access Areas or of the land adjoining the Access Areas (including the Transferor and the occupier for the time being of same);

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

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(Continue in additional Annexure Schedule, if required.)

- (b) damages or interferes with any structures or improvements adjoining or erected on the Access Areas, including any building, fence, gate, style, marker, bridge, or notice;
- (c) damages the surface or any part of the Servient Tenement or the land adjoining the Access Areas;
- (d) damages the surface or any part of the Access Areas;
- (e) interferes with the use and enjoyment of the Servient Tenement or the land adjoining the Access Areas by the Transferor, any person duly authorised by the Transferor or by the occupier for the time being of the same;
- (f) erects any structures, signage or improvements on the Access Areas, the land adjoining the Access Areas or the Servient Tenement;
- (g) lights any fire;
- (h) carries, discharges or shoots any firearm;
- (i) camps;
- (j) takes any animal on to, or has charge of any animal on, the Access Areas;
- (k) subject to the provisions of clause 3.5, takes any vehicle on to, or drives or has charge or control of any vehicle on, the Access Areas (whether the vehicle is motorised or non motorised);
- (l) wilfully damages or removes any plant (unless acting in accordance with the Biosecurity Act 1993); and
- (m) lays any poison or sets any snare or trap (unless acting in accordance with the Biosecurity Act 1993).

3.4 The Transferor shall be entitled to eject any member of the public in breach of any of the covenants contained in clause 3.3 without any reference to the Transferee.

3.5 The provisions of clause 3.3(k) above do not apply to the registered proprietors for the time being of Lots 5, 6, 7, 11, 21, 22, 23, 24, 25, 26, 27, 34 and 35 on DP345553 along with their invitees, agents and workmen.

4. Closure of Access Areas to the Public

4.1 The Access Areas shall be closed to the Transferee and all member of the public daily from dusk to daylight. The Transferor may put up signs advising the public of the times of

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Annexure Schedule



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(Continue in additional Annexure Schedule, if required.)

closure, erected at all entry points to the Access Areas such signage to be in a form and proportion acceptable to the Transferees parks officer.

4.2 The Access Areas may be closed by:

- (a) the Transferor, in accordance with clause 4.3 below; or
- (b) the Transferee, in accordance with clause 4.4 below.

4.3 The Transferor may close the Access Areas when such closure is required for operational security or safety purposes or for the purposes of undertaking maintenance, repair, replacement or construction works on the Servient Tenement, the Access Areas or the land adjoining the Access Areas.

4.4 The Transferee may close the Access Areas to the public during periods of emergency or public risk likely to cause loss of life, injury, or serious damage to property.

5. Default

5.1 If either the Transferor or the Transferee ("**Defaulting Party**") neglects or refuses to perform or join with the other party in performing any obligation under this easement, the following provisions shall apply:

- (a) the other party may serve upon the Defaulting Party a written notice ("**Notice**") requiring the Defaulting Party to perform or to join in performing such obligation and starting that, after the expiration of seven days from the service of the Notice, the other party may perform such obligation;
- (d) if at the expiry of the seven day notice period, the Defaulting Party still neglects or refuses to perform or join in performing the relevant obligation, the other party may;
 - (i) perform such obligation; and
 - (ii) for that purpose enter the Servient Tenement and carry out any work;
- (c) the Defaulting Party shall be liable to pay the other party's costs incurred in remedying the default specified in the Notice;
- (d) the other party may recover from the Defaulting Party as a liquidated debt any money payable pursuant to this clause.

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6. General

- 6.1 Any notice required to be given in this easement shall be in writing and shall be sufficiently given if given in any of the form specified in section 152 of the Property Act 1952.
- 6.2 This easement and the covenant and conditions herein shall be binding upon the executors, administrators, successors in title and assigns of the Transferor and the Transferee.

SCHEDULE A

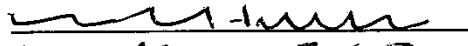
Certificates of Title 186660, 186661, 186675, 186676, 186677,
186678, 186679, 186680, 186681, 186688 & 186689

SCHEDULE B

The areas marked 'A' and 'B' on DP345553.

SEAL

THE COMMON SEAL of
WHANGAREI DISTRICT COUNCIL)
was affixed in the)
presence of:)


26 May 2005

M.R. HENEHAN
COUNCIL SECRETARY



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CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

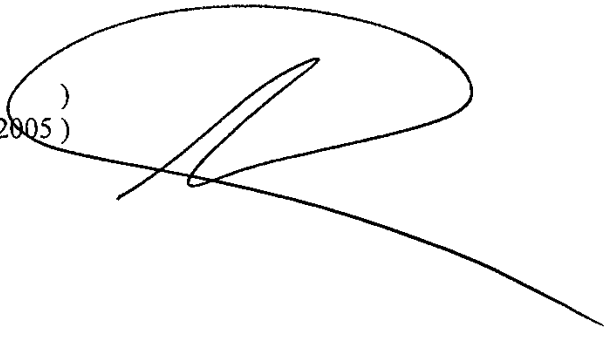
I, SIMON GEORGE MORTLOCK of Christchurch, Solicitor **HEREBY CERTIFY:**

1. **THAT** by Deed dated the **11th June 2002** a copy of which has been deposited in the Land Registry Office at North Auckland and there numbered 5252076.1 **DANNEMORA PROPERTY TRUSTEE LIMITED** at Auckland appointed me their Attorney on the terms and subject to the conditions set out in the said Deed.

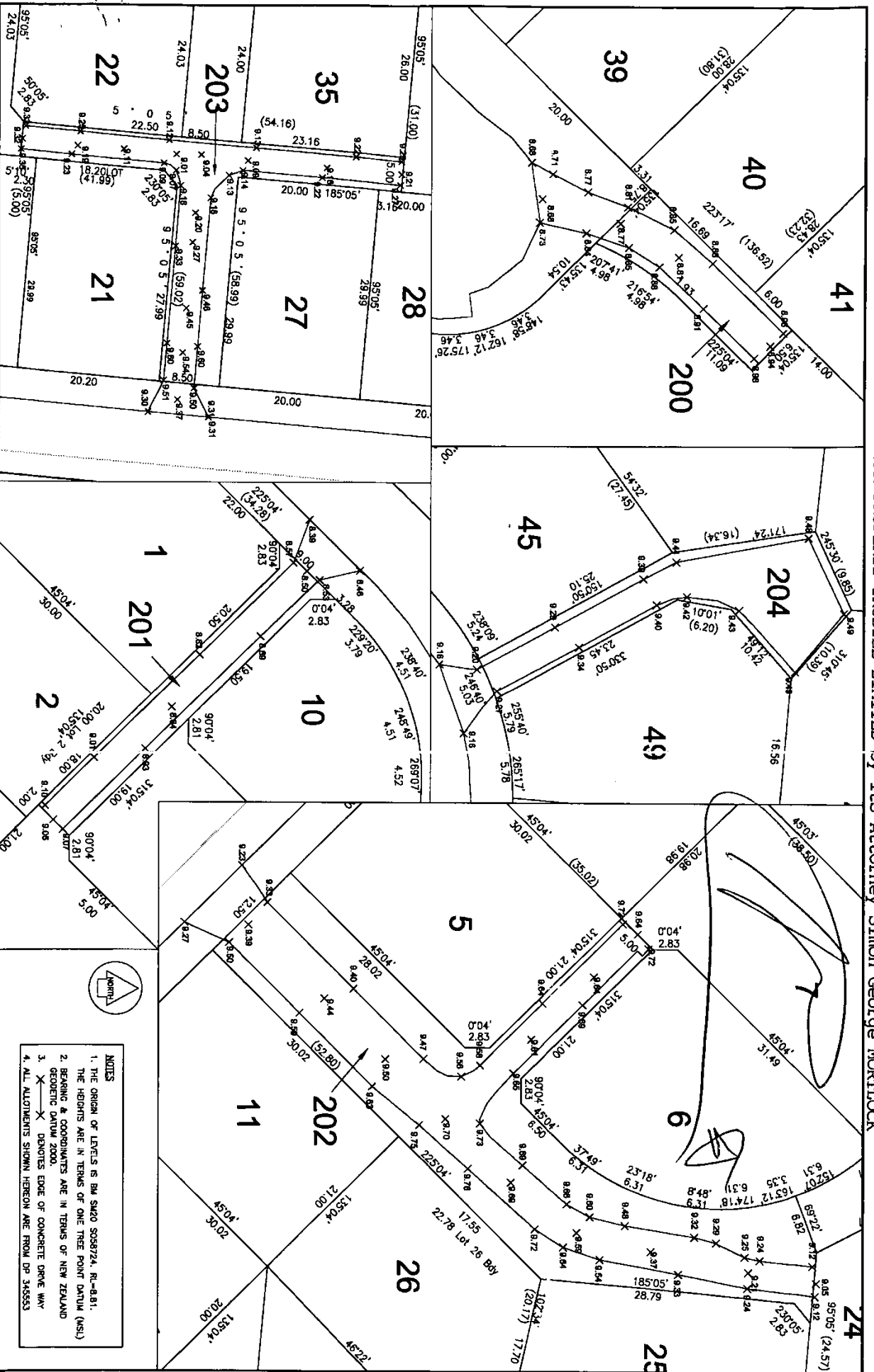
2. **THAT** at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **DANNEMORA PROPERTY TRUSTEE LIMITED**

SIGNED at Christchurch
24 day of May

)
2005)



Approval given for and on behalf of DANNEMORA PROPERTY TRUSTEE LIMITED by its Attorney Simon George MORRIS



NOTES

1. THE ORIGIN OF LEVELS IS BM SM20 5058724, RL = 8.81.

Annemaria

**ENDEAVOUR COURT
OVERLAND FLOWPATH
REDUCED LEVELS**

WOOD
AND PARTNERS

Level 4 Building 3
800 Great South Road
PO Box 8752 Auckland
Ph 09 571 2470
Fax 09 571 0405

SUPPLIER: J.S. AM	SCALE: 1:200 G.A.
DRAWN: J.S.	1:400 G.A.
CHECKED: LED	JOB NO: 31003
CAD REF: <i>Asymptotic English Lines</i>	DRAWING NO: 004
APPROVED:	