

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

Transfer instrument
Section 90, Land Transfer Act 1952



Land registration district

NORTH AUCKLAND

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

All/part

Area/description of part or stratum

Refer annexure schedule

Transferor

Surname(s) must be underlined or in CAPITALS.

DANNEMORA PROPERTY TRUSTEE LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

DANNEMORA PROPERTY TRUSTEE LIMITED

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

Fee Simple

Operative clause

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 28 day of June 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

Occupation

**MORGAN DONNA KELLY
LEGAL SECRETARY
CHRISTCHURCH**

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

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Continuation of Unique Identifier(s) or C/T's

186677 186688 &
186675, 186676, 186681 and 186689

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

- A. The Transferor is the registered proprietor of an estate in fee simple more particularly defined in Schedule A hereto (the "Servient Lot").
- B. The Transferee is the registered proprietor of those estates in fee simple more particularly defined in Schedule B hereto (the "Dominant Lots").
- C. The Servient Lot is to be held as a joint access way for the purposes of access to the Dominant Lots.
- D. As part of the development of the land (formerly contained in Certificate of Title NA91C/272) and the creation of all the lots herein described the Servient Lot is to be held in undivided equal shares by the registered proprietor of each of the Dominant Lots and the two interests are to be at all times contained within one certificate of title.
- E. The Transferee in respect of its interest in the Servient Lot has agreed to be bound by and to adhere to the provision set out herein to create for the benefit of the Dominant Lots the land covenants set out in Schedule C over the land set out in schedule A.

TO THE INTENT that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedule C hereto and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lot.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lot for the benefit of each of the Dominant Lots the Transferee **DOETH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule C hereto so that the covenants run with the Servient Lot for the benefit of the Dominant Lots as described in Schedule B.

SCHEDULE A

Lot 203 DP 345553

SCHEDULE B

Lot 21 DP 345553

Lot 22 DP 345553

Lot 27 DP 345553

Lot 35 DP 345553

Lot 23 DP345553

Lot 34 DP345553

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.

Annexure Schedule



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SCHEDULE C

INTERPRETATION

In this document unless the context dictates otherwise:

1.1 Definitions:

"Council" means the Whangarei District Council incorporated under The Local Government Act 1974 including its successors in title;

"**Lot Owners**" means the Lot Owners of the Dominant Lots from time to time both jointly and severally, as applicable;

"**Vehicle**" has the same meaning as defined by motor vehicle in the Motor Vehicle Security Act 1989.

1.2 Headings: Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to effect the interpretation of this document;

1.3 Plural and singular: Words importing the singular number will include the plural and vice versa;

1.4 Schedules: The schedules to this document and the provisions and conditions contained in the schedules have the same effect as if set out in the body of this document;

1.5 Parties: Reference to parties are reference to parties of this document;

1.6 Sections, clauses and schedules: Reference to sections, clauses and schedules are references to this document's sections, clauses and schedules;

1.7 Persons: Reference to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;

1.8 Defined Expressions: Expressions defined in the main body of this document bear the defining meaning in the whole of this document including the background;

1.9 Negative Obligations: Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

1.10 Gender: Words importing one gender shall include the other gender; and

1.11 Statutes and Regulations: References to a statute include reference to regulations, orders or notices made under or pursuant to such statute and

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Annexure Schedule



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references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to or incorporating any of its provisions.

2 The Lot Owners shall not:

- 2.1 Erect or permit to be erected on the Servient Lot any building, structure, work or earthworks of any kind (except to the extent that the same are permitted for the purpose of providing services as hereinafter allowed) or grow a tree, hedge, bush or other vegetation thereon.
- 2.2 Use or permit to be used the Servient Lot for anything other than an access or service area for the purpose of going, passing or repassing with or without vehicles, machinery and implements of any kind from time to time and at all times by day and night from the road over the formed carriage way and/or Servient Lot to the Dominant Lots;
- 2.3 Park any vehicle or vehicles on any part of the Servient Lot on a permanent basis or permit visitors or guests of the Transferee to park on any part of the Servient Lot.
- 2.4 Do anything or commit any act or omission or default whereby the use of the Servient Lot is in any way impeded or obstructed
- 2.5 Do anything or commit any act omission or default whereby any permitted improvements erected within the Servient Lot will be or may be damaged or destroyed; or
- 2.6 Do anything or commit any act omission or default whereby the electricity supply lines, cables and conducts, water supply pipelines, storm water drains and foul water drains (together called 'Utility Services') which are installed on and under the surface of the Servient Lot will be or may be damaged or destroyed or their proper function interfered with.

3 Maintenance and Repair of Access Way

- 3.1 The Lot Owners shall at all times keep the access way formed on the Servient Lot and the Utility Services in good order and repair and condition and, in particular, to maintain good access and services as required by the Council under its Resource Consent to the Subdivision, the effect of which has lead to the creation of the Servient Lot.
- 3.2 A decision that the Lot Owners are required to carry out works on the Servient Lot to meet the standards imposed under clause 3.1 shall be binding if two Lot Owners serve notice in writing on the other Lot Owners.

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- 3.3 Subject to clause 4.1 the costs of meeting the obligations of the Lot Owners as set out in clauses 3.1 and 3.2 shall be born by the Lot Owners in the same share as their interest in the Servient Lot provided however, that where the need for maintenance and/or reinstatement is attributable to the act, neglect or default of one of the Lot Owners, the cost attributable to those acts, neglect or defaults shall in such cases be born by the Lot Owner responsible.

4 Maintenance of Utility Services

- 4.1 The cost of maintaining Utility Services installed on and under the Servient Lot shall be born by the Lot Owners who benefit from those Utility Services in the same share as their interest in the Servient Lot.

- 4.2 Where the need for maintenance or reinstatement of Utility Services has been necessary by the act, neglect or default of one or more of the Lot Owners then the costs of maintenance and reinstatement shall be borne by the Lot Owners responsible for the act, neglect or default.

5. Default

- 5.1 If a Lot Owner(s) neglects or refuses to carry out or pay for or neglects to join with the other Lot Owner(s) in carrying out or paying for any work required in respect of any foregoing work provided for herein then the Lot Owner(s) willing to proceed may serve on the other Lot Owner(s) a notice in writing:

- (a) requiring the Lot Owner(s) to join in, carry out and/or pay for that work; and
- (b) stating the cost to be met by each Lot Owner;
- (c) stating that after the expiry of 14 days from the date of service of the notice that the party willing to proceed may carry out or pay for the work itself.

- 5.2 If, at the expiry of such notice, the Lot Owner(s) in default still neglects or refuses to carry out or pay for the work, then the Lot Owner(s) willing to proceed may carry out or pay for the work and for that purpose may enter into and upon the Servient Lot and carry out the necessary work and the Lot Owner(s) in default shall be immediately liable to pay to the Lot Owner(s) who carries out or pay for the work:

- (a) the Lot Owner's appropriate proportion of the costs of carrying out or paying for the work; and
- (b) the cost of the notice;

and the same may be recoverable by action at law or as a liquidated debt

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- 5.3 Any notice required to be given by a party hereunder shall be in writing and shall be deemed to be duly given if despatched in accordance with section 152 of the Property Law Act 1952.

6. Statutory Provision

- 6.1 The powers, rights and duties of Lot Owners that are implied in vehicular rights of way under the provisions of section 126B of the Property Law Act 1952 and the Ninth Schedule of that Act shall apply except to the extent that the provisions of this instrument vary the same.

7. Dispute Resolution

- 7.1 In the event of any dispute as to the interpretation or application of this instrument, the need for maintenance or reinstatement and/or the apportionment of costs between Lot Owners or otherwise howsoever, then any Lot Owner may give to the other Lot Owner(s) 14 days written notice requiring the matter in dispute to be referred to arbitration. Such written notice shall state the subject matter and details of the dispute to be referred to arbitration.

Failing agreement within the said 14 day period for the appointment of an arbitrator, the arbitrator shall be appointed at the request of a Lot Owner by the President or Vice President for the time being of the Auckland District Law Society or the nominee of such President or Vice President. In all other respects the provisions of the Arbitration Act 1996 shall thereafter be applicable.

Continuation of attestation:

Signed in my presence by the Transferee
DANNEMORA PROPERTY TRUSTEE LIMITED

by its Attorney Simon George Mortlock

Witness:

M Kelly

Occupation:

**MORGAN DONNA KELLY
LEGAL SECRETARY
CHRISTCHURCH**

Address:

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SM *DK*

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TO: THE DISTRICT LAND REGISTRAR

Please bring down the covenant herein on the above mentioned Certificates of Title


Solicitor for the Registered Proprietors

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

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

1. **THAT** by Deed dated 11 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** 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)
28 day of June 2005)

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