

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

Transfer instrument
Section 90, Land Transfer Act 1952
EASEMENT IN GROSS



E 6491997.12 Grant of

Cpy - 01/01, Pgs - 004, 11/07/06, 15:11



DocID: 812018717

Land registration district

NORTH AUCKLAND

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.

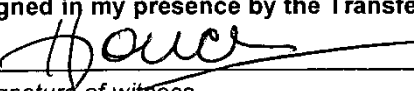
Easement(s) in Gross for 1000 years from the date of this Transfer (contained in Annexure Schedule A)

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 24th day of May 2005

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

DANNEMORA PROPERTY TRUSTEE LIMITED by its Attorney Simon George MORTLOCK 	Signed in my presence by the Transferor 	
	Signature of witness	
Signature [common seal] of Transferor	Witness to complete in BLOCK letters (unless legibly printed) Witness name	
	Occupation	HAMISH GUYON STANTAN DOUCH SOLICITOR 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

Transfer

Dated

24 May 2005

Page

1

of

2

Pages

(Continue in additional Annexure Schedule, if required.)

"Continuation of Certificates of Title"

186662 186677
186663 186688
186664
186675
186676
186678
186679
186680
186681
186689
186694
186695
186700
186701
186702
186703

"Continuation of Estate or interest to be Transferred and Easement(s) to be created"

Right to Drain Water by Overland Flowpath

The right to drain water over the easement facility shown marked 'A, B, C, D, E, AC, AD & AE' on Deposited Plan 345553 in terms of clause 4 Schedule 4 of the Land Transfer Regulations 2002 (the Regulation Schedule).

"Covenants"

Right to Drain Water by Overland Flowpath

1. That clause 4 of the Regulations Schedule is negated as to sub-clauses (2) and (3) and in sub-clause (1):
 - (a) the words "from the dominant land" are omitted; and
 - (b) the words "over, along and" are inserted before the word "through"; and
 - (c) the words "and to detain water as required upon" are inserted after the word "through".
2. That without derogating from clause 10(2) of the Regulation Schedule:
 - (a) the Transferor shall not build, construct, erect or place any building or structure, including any gate or fence, nor undertake any work, including the creation of car parking

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.

(Handwritten signatures and initials)

Annexure Schedule



Insert type of instrument
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Transfer

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Page

2

of

2

Pages

(Continue in additional Annexure Schedule, if required.)

or landscaping, nor deposit any fill on the easement facility, except as designed, constructed or performed to the satisfaction of the Transferee;

- (b) the Transferor shall not do or permit any work, or allow to remain any circumstances affecting the specific graded invert levels or profile of the overland flowpath including any detention ponding located or constructed on the easement facility and as depicted on the engineering diagram appearing on a subsequent page of this Annexure Schedule.
- (d) the Transferor shall keep the easement facility clear and free at all times for the drainage of occasional flood waters.

3. That clauses 10(3) and clause 11 of the Regulations Schedule are negated. The Transferee shall be liable only for reparation of damage caused by it other than it in the exercise of the right to drain water in the terms of this Transfer. The Transferor must fulfil any conditions as to formation and maintenance of the easement facility required by this Transfer and by the Transferee in its regulatory capacity.

SEA

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

)
)
)
)

26 May 2005

Witness:

Occupation:

Address:

M.R. HENEHAN
COUNCIL SECRETARY



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.

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

24th day of May 2005)

