

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

North Auckland

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

See

Annexure

Schedule

Transferor Surnames must be underlined

Taipa View Limited

Transferee Surnames must be underlined

The Far North District Council

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

Stormwater drainage easement in gross (Continued on Page 2 Annexure Schedule)

Consideration

\$1.00

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 28th day of July 1999

Attestation

Taipa View Limited by its
Director Per Fridlew Lugnet:



Signature or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness



Witness to complete in **BLOCK** letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

RICHARD N. MARTIN
Solicitor
Wellington

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.



Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

28/7/99.

Page

2

of

3

Pages

Section A Titles:-

Certificate of Title No.	All or Part?
123B 611	All
123B 612	All
123B 619	All
123B 620	All
123B 621	All
123B 610	All
123B 622	All
123B 622	All

Section B Titles:-

Certificate of Title No.	All or Part
123B/610 to 123B/638 inclusive	Part, being share of Lot 31 on DP 195263
123B/641	
123B/642	

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

Grant of easement to drain water

Easement rights

1. The Transferee will have the right to drain water:-
 - (i) over that part of the land in CT 123B/611 marked A on DP 195263
 - (ii) over that part of the land in CT 123B/612 marked B on DP 195263
 - (iii) over that part of the land in CT 123B/619 marked C on DP 195263
 - (iv) over that part of the land in CT 123B/620 marked D on DP 195263
 - (v) over that part of the land in CT 123B/621 marked E on DP 195263
 - (vi) over that part of the land in CT 123B/610 marked F on DP 195263
 - (vii) over that part of the land in ~~CT 123B/622~~ marked G on DP 195263 in the Section B Titles above
 - (viii) over that part of the land in CT 123B/622 marked H on DP 195263
2. Under clause 1 "water" means stormwater, spring, or seepage water.
3. This right is together with the rights to:-
 - (a) Enter the land by the most practicable route to do the following work:
 - dig and construct open drainage channels on the servient land;
 - inspect and maintain (including re-digging) the said drainage channels;
 - dig, construct and lay a pipe or pipes under the surface of the servient land;
 - inspect, maintain, dig up, alter or replace the said pipe or pipes.
 - (b) Do anything for the full exercise of the rights granted by this instrument. The Transferee may do this with or without agents, contractors and employees and with or without tools, plant, equipment and vehicles.

Covenants

4. The Transferee, when exercising its rights, will do all the following:
 - (a) Give reasonable notice to the transferor before exercising its rights, unless in an emergency. Whether or not the emergency exists will be decided by the Transferee.
 - (b) Cause as little damage and inconvenience as possible to the servient land.
 - (c) Restore the servient land as near as reasonably possible to its previous condition.

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.

[Signature]

[Signature]

[Signature]

Annexure Schedule

Insert below:-

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

Transfer

dated

28 | 7 | 99

page

3

of

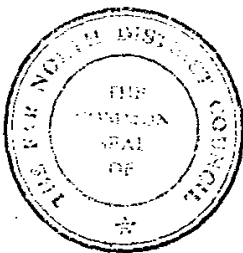
3

pages

5. The Transferor will not do anything to:
- (a) Prevent or interfere with the free passage of water through the open drainage channels or any pipes that may be laid under the surface of the servient land.
 - (b) Interfere with the full use and enjoyment by the Transferee of the rights created by this instrument.
6. The above rights constitute an easement in gross.
7. If any dispute arises between the Transferor and the Transferee concerning the rights created by this transfer, the parties will:
- Enter into negotiations in good faith to resolve the dispute.
 - If the dispute is not resolved within 1 month of the date on which the parties begin their negotiations, submit the dispute to the arbitration of an independent arbitrator appointed jointly by the parties.
 - If the parties cannot agree on that appointment within 14 days then the arbitration shall be carried out by an independent arbitrator appointed by the President of the Auckland District Law Society.
 - Such arbitration will be determined in accordance with the Arbitration Act 1996.

The execution of this transfer is a submission to arbitration.

THE COMMON SEAL of
THE FAR NORTH DISTRICT
COUNCIL was hereunto
affixed in the presence of:



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Land Transfer Act 1952

The ~~class~~ ^{is} within easements ~~when created will~~
~~be~~ subject to Section 243(a) Resource
Management Act 1991


for DLR
RGL

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