

TRANSFER
Land Transfer Act 1952

E 5221495.5 GRANT OF EASEMENT III
CPY-01/01.PGS-004.15/05/02.14:11



DocID: 310392371

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*

138D	345	All	
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Transferor Surnames must be underlined or in CAPITALS

Matthew Peter LYNDON and Kylie Marie GRIEVE

Transferee Surnames must be underlined or in CAPITALS

THE WAITAKERE CITY COUNCIL

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

Drainage easement in gross (continued on page 1 annexure schedule)

Consideration



The approval by the Waitakere City Council under Section 223 of the Resource Management Act 1991 of Transfer Plan 210481

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE 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 11th day of April 2002

Attestation

 BARRY JAMES GRIEVE Attorney	Signed in my presence by the Transferor Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Occupation LISA JANINE ROBERTS SOLICITOR Address AUCKLAND
Signature, or common seal of Transferor	49243(1)

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. (DELETE INAPPLICABLE CERTIFICATE)


Solicitor for the Transferee

REF: 4135 /2

STATEMENT OF PASSING OVER INFORMATION:

This information has been supplied to us by a third party. Accordingly, the Vendor and Austar Realty Limited are merely passing over this information as supplied to us by others. While we have passed on this information supplied by a third party, we have not checked, audited, or reviewed the records or documents and therefore to the maximum extent permitted by law neither the Vendor nor Austar Realty Limited or any of its' salespersons or employees accept any responsibility for the accuracy of the materials. Intending purchasers are advised to conduct their own investigation.

Annexure Schedule

TRANSFER

Dated

[Empty box for date]

Page

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of

1

Pages



(Continuation of 'Estate or Interest or Easement to be created')

1. The Transferee shall have the right to carry convey lead drain and discharge water whether rain spring soakage or seepage water in any quantities onto through or over that part of the land in Certificate of Title 138D/345 marked "B" on DP 210481 (such parts of the Transferor's land referred to in this schedule as "the easement land") together with the additional rights and powers incidental thereto set out in the following clauses.
2. The right to collect and concentrate at such place or places on any of the roads shown on the said plan as the Transferee shall think fit all water which shall fall upon or otherwise make its way on to or be directed or diverted on to the said roads or any of them and to carry convey lead drain discharge or allow to escape in any quantities the said water from such roads or any of them on to the easement land or any part or parts thereof.
3. For any of the purposes aforesaid and from time to time the right to construct dig lay extend maintain alter repair renew and cleanse open drains pipes or conduits through over along, or under the easement land or any part or parts thereof.
4. The full power and authority for the Transferee its surveyors engineers workmen contractors agents and servants with or without horses carts motor or other vehicles and machinery plant and equipment from time to time and at all times to enter and remain for any of the purposes aforesaid upon the Transferor's land or any part or parts thereof as shall be necessary for such purposes and generally to do and perform such acts and things in or upon the easement land as may be necessary or proper for or in relation to any of the purposes aforesaid.

PROVIDED HOWEVER

1. That the Transferee shall not be responsible for any damage caused by the exercise by it of the rights hereinbefore conferred on it or by the deposit of silt or debris on the easement land or any part or parts thereof.
2. That all works authorised to be carried out hereunder shall be carried out as expeditiously as possible and with as little disturbance as possible to the surface of the Transferor's land and in the case of the installation or maintenance of drainage pipes, that the surface of such land be restored as nearly as practicable to its condition immediately before the commencement of such works, and upon the further condition that any damage done to any other part of the Transferor's land or any improvements thereon shall be repaired at the expense of the Transferee if such damage occurs as a consequence of the Transferee undertaking works authorised hereunder.

AND IT IS HEREBY DECLARED

1. That nothing herein contained or implied shall compel or be deemed to compel the Transferee to carry lead convey conduct drain or discharge water through open drains pipes or conduits on the easement land or any, part or parts thereof.
2. The Transferee may discontinue such drainage and recommence such drainage at will.
3. Nothing herein contained or implied shall abrogate limit restrict or abridge or be deemed to abrogate limit restrict or abridge any of the rights powers and remedies vested in the Transferee at common law or by statute.

AND THE TRANSFEROR HEREBY COVENANTS with the Transferee that they will not at any time hereafter do or permit the doing of any act which will in any way whatsoever interfere with the enjoyment by the Transferee of the rights and privileges vested in or conferred on it by virtue of these presents.

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.

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



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Corban Revell P.O. Box 21180 Henderson Waitakere City

Auckland District Law Society
REF: 4135 /4

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

IN THE MATTER of the Land Transfer Act 1952

A N D

IN THE MATTER of an Enduring Power of Attorney whereby the Donor **MATTHEW PETER LYNDON** and **KYLIE MARIE GRIEVE** both of Auckland, appointed the Donee **BARRY JAMES GRIEVE** of Auckland, as their Attorney

I, **BARRY JAMES GRIEVE** of Auckland solemnly and sincerely declare:

1. **THAT** by Enduring Power of Attorney dated the 8 March 2001 **MATTHEW PETER LYNDON** and **KYLIE MARIE GRIEVE** both of Auckland appointed me this declarant their attorney on the terms and subject to the conditions set out in the said Power of Attorney.
2. **THAT** at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **MATTHEW PETER LYNDON** and/or **KYLIE MARIE GRIEVE** or otherwise.
3. **THAT** the said Power of Attorney is in all respects in force at the date hereof by virtue of the terms and provisions of Part IX of the Protection of Personal and Property Rights Act 1988.
4. **THAT** I am authorised by the Enduring Power of Attorney to execute the annexed instrument.
5. **THAT** the Power of Attorney has been deposited in the North Auckland Land Registry under document number D597170.2

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957

DECLARED at Auckland by the said **BARRY JAMES GRIEVE** this 13th day of May 2002 before me:

A Solicitor of the High Court of New Zealand