

B545966.1

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# 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

Wellington

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

5C  
32A

578  
294

All  
All

Transferor Surnames must be underlined

Homeville Development Limited at Pahiia ("First Grantor") and  
Kotuku Parks Limited at Wellington ("Second Grantor")

Transferee Surnames must be underlined

Kapiti Coast District Council at Paraparaumu ("Grantee")

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

Sewage Drainage Easement and Water Drainage Easement in Gross  
(Continued on Page 2 Annexure Schedule)

### Consideration

\$1.00



### Operative Clause

The TRANSFEROR for the above consideration (receipt of which is acknowledged) TRANSFERS to the TRANSFEE the estate or 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 2nd day of October 1996

### Attestation

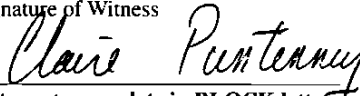
Signed by the First Grantor: Homeville Development Limited by Alan Alexander Fraser and Warren George Honeyfield as authorised persons:

Signature or common seal of Grantor

Signed in my presence by the First Grantor

Signature of Witness



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

Witness name CLAIRE PUNTENNEY

Legal Executive

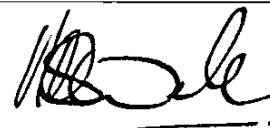
Occupation Russell McVeagh McKenzie

Address Bartlett & Co.

(Continued on Page 3 Annexure Schedule)

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

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.  
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

## Annexure Schedule

Insert below:—

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

Transfer dated 2 October 1996 page 2 of 3 pages.

### Continuation of "Estate or Interest or Easement to be Created"

1. The First Grantor is the registered proprietor of the land in Certificate of Title 5C/578 ("First Servient Tenement").
2. The Second Grantor is the registered proprietor of the land in Certificate of Title 32A/294 ("Second Servient Tenement").
3. The First Grantor grants to the Grantee by way of an Easement in Gross forever a Sewage Drainage Easement and a Water Drainage Easement over that part of the First Servient Tenement marked "A" on Deposited Plan 82746 on the terms and conditions as set out in the Seventh Schedule to the Land Transfer Act 1952 to the intent that the Easement shall run with the land and forever bind the First Servient Tenement.
4. The Second Grantor grants to the Grantee by way of an Easement in Gross forever a Sewage Drainage Easement and a Water Drainage Easement over that part of the Second Servient Tenement marked "B" on Deposited Plan 82746 on the terms and conditions as set out in the Seventh Schedule to the Land Transfer Act 1952 to the intent that the Easement shall run with the land and forever bind the Second Servient Tenement.
5. **Terms, Covenants or Restrictions in Respect of the Above Easements**
  - (a) The Grantee shall meet the cost of maintaining and repairing the Easements evidenced by this Grant of Easement except where such maintenance or repair is required as a result of an act or omission of the First Grantor or the Second Grantor in which case the Grantor responsible for the act or omission giving rise to the need for maintenance or repair shall meet the costs of maintenance and repair.
  - (b) In the event of a dispute as to the liability of any party under the preceding clause, the parties may attempt to resolve the dispute by mediation but if the mediation is unsuccessful, or if either party so requires, the dispute shall be referred to arbitration in terms of the Arbitration Act 1908 and its amendments or any Act passed in substitution for it.

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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.

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# Annexure Schedule

Transfer

dated

2 October 1996

page


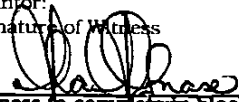
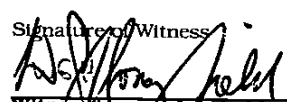
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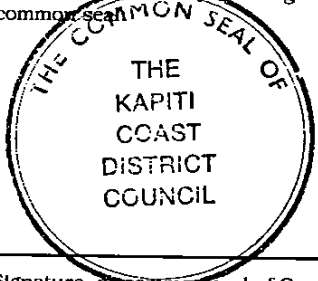
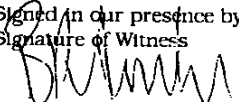
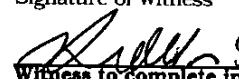
of

3

pages

## Continuation of "Attestation"

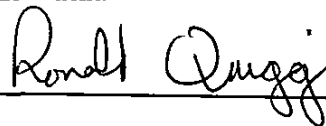
<p>Signed by the Second Grantor <b>Kotuku Parks Limited</b> by affixing its common seal:</p>  <p>Signature, or common seal of Grantor</p>	<p>Signed in our presence by the second Grantor:</p> <p>Signature of Witness: </p> <p>Witness to complete in block letters (Unless typewritten or legibly stamped)</p> <p>Witness name: Alan Alexander FRASER</p> <p>Occupation: Company Director</p> <p>Address: Wellington.</p>	<p>Signature of Witness: </p> <p>Witness to complete in block letters (Unless typewritten or legibly stamped)</p> <p>Witness name: Warren George Hanyfield</p> <p>Occupation: Company Director</p> <p>Address: Wellington</p>

<p>Signed by the Grantee <b>Kapiti Coast District Council</b> by affixing of its common seal:</p>  <p>Signature, or common seal of Grantee</p>	<p>Signed in our presence by the Grantee</p> <p>Signature of Witness:  Mayor</p> <p>Witness to complete in block letters (Unless typewritten or legibly stamped)</p> <p>Witness name: Brett Ambler</p> <p>Occupation: Mayor</p> <p>Address: Kapiti Coast District Council Paraparaumu.</p>	<p>Signature of Witness:  General Mgr.</p> <p>Witness to complete in block letters (Unless typewritten or legibly stamped)</p> <p>Witness name: GLEN INNES</p> <p>Occupation: General Manager.</p> <p>Address: Kapiti Coast District Council</p>

## Consent of Mortgagee

The National Bank of New Zealand Limited, the mortgagee of the Second Servient Tenement pursuant to Mortgage No. B362707.1 hereby consents to registration of the within Easement.

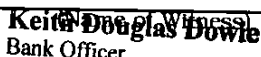
Signed by The National Bank of New Zealand Limited by its attorney:



25 OCT 1996

In the presence of:

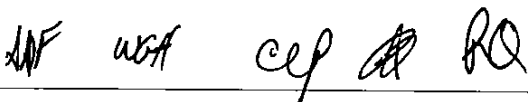
  
(Signature of Witness)

  
Keith Douglas Dowle  
Bank Officer  
Wellington (Occupation)

(Address)

WPA1CB40

If this Annexure Schedule is used as an expansion of the instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here







**The National Bank**  
of New Zealand Limited

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

**I, RONALD ALLAN QUIGG** Acting Manager Lending Services of Wellington in New Zealand HEREBY CERTIFY:

1. THAT by Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.253799.1	Napier	as No.	644654
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013

The National Bank of New Zealand Limited (the "Bank") appointed me its Attorney with the powers and authorities specified in that Deed.

2. THAT at the date of this Certificate, I am the Acting Manager Lending Services, Wellington Regional Support Centre of the Bank.
3. THAT at the date of this Certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the Bank or otherwise.

DATED at Wellington this 25<sup>th</sup> day of October 19 96

Ronald Quigg

# Transfer

Land Transfer Act 1952

②F Ex 1

\$100

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