

Transfer instrument
Section 90, Land Transfer Act 1952

Land registration district

WELLINGTON



T 5988019.9 Transfer

Cpy - 01/01, Pgs - 004, 30/04/04, 12:10



DocID: 410992854

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

All/part

Area/description of part or stratum

64056

All

(continued on page 2 annexure schedule)

Transferor

Surname(s) must be underlined or in CAPITALS.

Landsdale Development Limited

Transferee

Surname(s) must be underlined or in CAPITALS.

Landsdale Development 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 subject to a land covenant (continued on page 3 annexure schedule)

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 10 day of February 2004

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

 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 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

10 Feb 2004

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Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Certificate of Title No."

64060 All
64059 All
64058 All
64057 All

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]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

10 Feb 2004

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(Continue in additional Annexure Schedule, if required.)

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

Land Covenant

Whereas the Transferor and Transferee are desirous of creating land covenant as set out in Schedule A ("the land covenant") in respect of the land herein to which each respective Certificate of Title herein transferred ("the servient lots") shall be subject to for the benefit if all the other land set out in Schedule B ("the dominant lots") to the intent that:

- (a) The land covenants shall bind only the owner and the occupier for the time being of the lot which is subject to or intended to be subject to the land covenant;
- (b) The Transferee will at all times hereafter save harmless and keep indemnified the Transferor from all proceedings costs claims and demands in respect if any breaches by the Transferee of any of the land covenant and restrictions contained herein on the Transferee's part contained herein on the Transferee's part contained or implied;
- (c) Each of the servient lots shall be bound by the land covenant and the owners and occupiers for the time being of each of the dominant lots may enforce the observance of the land covenant against the owners for the time being of any one or more of the servient lots;

And as incidental to the Transfer of the Fee Simple so as to bind each of the servient lots for the benefit of each of the other dominant lots the Transferee does hereby covenant and agree with the Transferee in the manner as set out in Schedule A so that the land covenant runs with the servient lots for the benefit of the respective dominant lots.

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Annexure Schedule



Insert type of instrument
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(Continue in additional Annexure Schedule, if required.)

Schedule A

Not to at any time:

- (a) Require or request any contribution from the Kapiti Coast District Council (or the equivalent Local Authority) towards the cost of fencing any boundary of the land and any land owned by the Kapiti Coast District Council (or the equivalent Local Authority)
- (b) Allow to be erected any fence with a height in excess of 1.5 metres (as measured from the ground level at the boundary of the reserve land) on or against any boundary of reserve land held by the Kapiti District Council (or the equivalent Local Authority).

Schedule B

Lot 121 DP 316389 comprised in CT 64061
(being local purpose reserve land held by the Kapiti Coast District Council)

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[Handwritten signatures and initials]