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

Transfer instrument

Section 90, Land Transfer Act 1952

Registrar-General of Land Approval 02/1026EF A.D.L.S.

E 5694379.5 Grant of Ea
Cpy – 01/01, Pgs – 004, 14/08/03, 10:05
DocID: 410768559

Land registration district

WELLINGTON

Unique identifier(s) or C/T(s)	All/part	Area/description of part or stratum
		See annexure schedule

Transferor *Surname(s) must be underlined or in CAPITALS.*

Erika Jane BELLIS and John Gerard O'REGAN

Transferee *Surname(s) must be underlined or in CAPITALS.*

KAPITI COAST DISTRICT COUNCIL a local authority under the Local Governemnt Act 1974

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created
State if fencing covenant imposed.

Easements in gross (as set out in the 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.~~ See annexure schedule

Dated this 28th day of July 2003

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

	Signed in my presence by the Transferor
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation KATHY DOYLE LEGAL EXECUTIVE BRANDONS Barristers & Solicitors WELLINGTON
Signature [common seal] of Transferor	**Address**

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

[Solicitor for] the Transferee

REF: 7002 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Transfer	Dated	28 July 2003	Page	1	of	13	Pages

(Continue in additional Annexure Schedule, if required.)

WHEREAS

A. The transferor is the registered proprietor of the land more particularly described in the First Schedule ("the land");

B. The transferor has agreed to grant to the Transferee easements in gross as set out below over that part of the land marked A,B,C,D,E and F on Deposited Plan 319476 ("the easement land") on the terms and conditions set out in this memorandum of transfer.

Consideration and Operative Clause

THIS TRANSFER WITNESSES THAT:

In consideration of the premises the transferor TRANSFERS AND GRANTS to the transferee as an easement in gross in perpetuity "the right to convey water" and "the right to drain sewage" (all as defined below) over the easement land together with and subject to the covenants, rights and powers set out in this memorandum of transfer.

AND the transferor and transferee covenant between themselves (with intent to bind themselves and their respective executors, administrators, successors and assignors) as follows:

1. **Transferee's Rights**

1.1 Transferee's rights: The transferee shall have the full and uninterrupted and unrestricted right, liberty and privilege for the transferee, its employees, contractors, tenants, licensees, invitees and agents to:

1.1.1 **Right to convey water:** from time to time and at all times to take, convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, along the easement land;

AND

1.1.2 **Right to drain sewage:** from time to time and at all times to drain, discharge or convey sewage and other waste material and fluid in any quantities along the easement land;

AND in respect of both the right to convey water and the right to drain sewage –

1.1.3 use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes or where no such line of pipes exists, to lay place and maintain or to have laid, placed or maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under the surface of the easement land;

1.1.4 enter on the land (or such part thereof as is reasonably necessary in the circumstances) with or without any tools, implements, machinery or equipment and then remain on the land for any reasonable time for the purposes of laying, inspecting, cleansing, repairing, renewing and

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.

maintaining those pipes provided that the transferee shall ensure that all such works are carried out as expeditiously as possible;

1.1.5 remove cultivated or natural vegetation, including trees or shrubs, and open up the soil of the easement land to such extent as may be necessary and reasonable for the laying, inspecting, cleansing, repairing, renewing and/or maintaining of those pipes but the transferee shall cause as little disturbance as is possible to the surface of the easement land and that surface shall be restored as nearly as reasonably possible to its original condition and any other damage done by reason of such operations shall be repaired by the transferee.

2. **No Interference**

2.1 **No interference by transferee:** the transferee shall when exercising any of its rights herein contained, make all reasonable steps to ensure that it does not interfere with the transferor's activities on the land or the use of the easement land by the transferor or with any existing services already laid in or under the easement land or any part of the land.

2.2 **No interference by transferor:** the transferor shall not do anything whereby the rights, powers, licences and liberties granted to the transferee pursuant to this memorandum of transfer may be interfered with or affected in any way. If the transferor consents to or causes or permits any breach of this clause, the transferee shall be entitled to take all reasonable steps to abate or remedy the particular breach and any other steps necessary for the protection of the transferee's rights and the transferee shall not be liable to the transferor whether in contract, tort or otherwise, for any loss, compensation, damage or expenses thereby incurred or suffered by the transferor.

3. **Assignment**

3.1 **Transferee may assign:** the transferee may transfer, assign or licence all or any part of its estate or interest in the easement land and/or the rights granted by this memorandum of transfer or any parts of those rights without the consent of the transferor.

4. **Indemnity**

4.1 **Indemnity:** the transferee shall indemnify the transferor against all actions, suits, proceedings, claims and demand which may be brought or made against the transferor as a direct result of the exercise by the transferee of any of the rights granted by this memorandum of transfer.

5. **Notices**

5.1 **Notices:** any advice required to be given by one party to the other hereunder shall be deemed sufficiently served if delivered personally or sent by prepaid post to the addressee's last known address in New Zealand or in the case of a body corporate, its registered office. Any notice personally delivered or posted shall be valid if served or given under the hand of any authorised representative of the notifying party.

6. **Use of Rights**

6.1 **Use of rights**: nothing contained or implied in the memorandum of transfer and grant of easement shall compel the transferee to avail itself of rights granted in this memorandum of transfer.

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Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Transfer	Dated	28 July 2003	Page	3	of	3	Pages

(Continue in additional Annexure Schedule, if required.)

FIRST SCHEDULE

Lot 1 DP 319476		Certificate of title	76754
Lot 2	"	"	76755
Lot 3	"	"	76756
Lot 4	"	"	76757
Lot 5	"	"	76758
Lot 6	"	"	76759

Attestation (continued)

THE COMMON SEAL of the
KAPITI COAST DISTRICT COUNCIL
was hereto affixed in the presence of:

THE COMMON SEAL OF THE KAPITI COAST DISTRICT COUNCIL

.....

ALAN MILNE
Mayor of Kapiti
Coast District

.....

MARK DACOMBE
Chief Executive Officer

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.

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY