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TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

14250.00

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

NELSON

Certificate of Title No.	All or Part?	Area and legal description - ***Insert only when part or Stratum, CT***
(1) 12A	All	
(2) 72 236	All	
~~(3) 12A 784~~	~~All~~	

10GKJ1 20/11/1997 14218
NZ Stamp Duty - Stamp
Full assessed duty $14,250.00

Transferor *Surnames must be underlined*

NELSON CITY COUNCIL at Nelson

Transferee *Surnames must be underlined*

WARWICK DEUCHRASS of Dunedin, Solicitor and LESLIE WILLIAM WHITTY of Alexandra, Consultant (jointly inter se) as to a one half share and the said WARWICK DEUCHRASS of Dunedin, Solicitor and the said LESLIE WILLIAM WHITTY of Alexandra, Consultant (jointly inter se) as to the remaining one half share

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

Fee Simple and reserving an easement in gross to drain sewage and water and a fencing covenant and granting a right of way
(continued on pages 2, 3 and 4 annexure schedule)

Consideration

Payable pursuant to an agreement for sale and purchase dated the 7th day of July 1997

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~~ in the Certificate of Title first and if an easement is described above such is granted or created

Dated this 31 **day of** October **19**97

Attestation

Signature or common seal of Transferor

The Common Seal of NELSON CITY COUNCIL as ~~Signed in my presence by the Transferor~~ transferor was ~~Signature of Witness~~ hereto affixed in the presence of:

~~Witness to complete in BLOCK letters~~
~~(unless typewritten or legibly stamped)~~
~~Witness name~~
~~Occupation~~
~~Address~~

Mayor

Chief Executive

(continued on page 4 annexure schedule)

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.

Initials.

WARWICK DEUCHRASS
~~SOLICITOR~~
~~DUNEDIN~~

Solicitor for the Transferee

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

1. The Transferor and it's successors and assigns shall have as easements in gross forever the following rights:

First: The right to drain water along that part of the land in Certificate of Title 12A/783 marked "A" on Deposited Plan ~~17188~~ 18015.

Second: The right to drain sewage along that part of the land in Certificate of Title 12A/783 marked "J" on Deposited Plan ~~17188~~ 18015.

(The forgoing areas referred to as "A" and "J" on Deposited Plan ~~17188~~ 18015 being hereinafter referred to as "the drainage area").

(a) The easements shall, except where inconsistent with the terms contained and implied herein, be also on the terms contained and implied under "Right to Drain Water", "Right to Drain Sewage" and "Additional Rights" set out in the Seventh Schedule of the Land Transfer Act 1952.

(b) The Transferee shall not place any building, wall or fence or other permanent structures on or over the Drainage Area without the prior written consent of the Transferor and will not do, permit or suffer any act whereby the rights, powers, licences and liberties of the Transferor may be interfered with or affected or the Works interfered with or affected.

(c) The Transferor shall have authority to lay, construct, alter, cleanse, extend, repair, maintain, remove and replace any pipes, concrete or other conduits, manholes, valves, surface boxes or other plant or water or sewer drainage systems ("the Works") to enable it to drain water and sewage along the Drainage Area as it thinks fit.

(d) The Transferor shall be entitled at all or any reasonable times to enter the land in Certificate of Title 12A/783 to carry out the Works with all or any necessary vehicles, machinery or workmen to enable the efficient and proper carrying out of the terms of this easement.

(e) The Transferor shall carry out the Works according to good engineering standards.

(f) The Transferor will at all times repair and maintain all pipes and/or concrete and/or other conduits laid down constructed or erected in the Drainage Area in a good and efficient state of repair for the purposes for which they are designed and will prevent them from becoming a nuisance.

(g) The Transferor shall carry out the Works with as little disturbance to the surface of

Initials.

the land as reasonably possible and following completion of such Works shall restore the surface of the land as close as possible to its condition prior to the commencement of the Works.

(h) The rights and immunities from liability, powers and remedies which the Transferor now or hereafter possesses or is entitled to by virtue of any statute or at common law shall not be limited or restricted by anything in this transfer.

(i) The Transferor may exercise all or any of the rights, privileges, liberties, powers and licences contained or implied herein either together with or independently of any of the rights, liberties, privileges, powers, remedies and licences vested in the Transferor at common law or by statute and the Transferor may exercise these independently of this transfer.

2. (a) The transferee and their executors, administrators and assigns forever shall have as an easement appurtenant to the land transferred herein, a right of way as defined in the Seventh Schedule of the Land Transfer Act 1952, together with the rights implied in easements of vehicular right of way as set out in the Ninth Schedule to the Property Law Act 1952, over and along that area of land on Certificate of Title 72/236 (Nelson Registry) marked "F" on Deposited Plan 18015.

(b) The cost of repair, renewal and maintenance of the right of way hereby created shall be borne by the persons from time to time entitled to use and using the same in proportion that their actual individual use bears thereof to the total use of right of way provided that if it can be shown that any repair, maintenance or renewal has or have been rendered necessary by the act or default of any one person alone then that person responsible or in default shall bear the whole cost of such repair, maintenance or renewal.

~~3. The transferee and their executors, administrators and assigns hereby covenant with the transferor that they will surrender the right of way herein created on the termination or expiry of the deed of lease dated 19 February 1996 and made between Nelson City Council and Georgie Pie Family Restaurant Limited.~~

4. If any dispute or difference arises between any of the parties in any way arising out of or in connection with this deed it is agreed that the dispute or difference must be referred at the request of any party to the arbitration of a single arbitrator on the following terms:

1. The arbitrator is to be jointly agreed upon by the parties;

2. If the parties fail to agree upon an arbitrator within 7 days of the issue being submitted to them any party may require the President or other chief presiding officer of the Nelson District Law Society to nominate an arbitrator and that nomination will bind the parties;

Approved by Registrar-General of Land under No. 1995/5003

Annexure Schedule

Insert below "Mortgage", "Transfer", "Lease" etc

Transfer | Dated 31/10/97 | Page 4 of 5 Pages

CONTINUATION OF ATTESTATION

Signed by **WARWICK DEUCHRASS** as Transferee in the presence of:)

W Deuchrass

Witness: Ian Winston Duncan

Occupation: Solicitor

Address: Dunedin

Signed by **WARWICK DEUCHRASS** as Transferee in the presence of:)

W Deuchrass

Witness: Ian Winston Duncan

Occupation: Solicitor

Address: Dunedin

Signed by **LESLIE WILIAM WHITTY** as Transferee in the presence of:)

L W Whitty

Witness: X

Occupation: X **Peter Bertram Alloo Solicitor**

Address: X **Dunedin**

Signed by **LESLIE WILIAM WHITTY** as Transferee in the presence of:)

L W Whitty

Witness: X

Occupation: X **Peter Bertram Alloo Solicitor**

Address: X **Dunedin**

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.

initials

3. The reference to single arbitration under the Arbitration Act 1908;

4. The arbitrator's decision is final and binding and may include:

   (i) an order for costs;
   (ii) an order for enforcement:
   (iii) interest on monies payable

The Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor.

Continuation of "Attestation" Refer to Annexure

~~SIGNED in my presence by)~~
~~the Transferee)~~
)

~~Signature of Witness~~
~~Witness Name~~
~~Occupation~~
~~Address~~

IT IS HEREBY certified that the within transfer is pursuant to Section 572(3) of the Local Government Act 1974.

.....
JM Rudhall
Chief Executive, Nelson City Council

p:\owb\nccgpie

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.

X

Initials.

Approved by Registrar-General of Land under No. 1996/1011

TRANSFER

Land Transfer Act 1952

The within easements are Subject to Section 243(a) Resource Management Act 1991
J Parker
for DLR.

387089.3 Transfer surrendering the within right to drain sewage in gross over Lot 1 DP 18015 CT 12A/783 marked J on DP 18015 to The Nelson City Council - 14.5.1999 at 9.32
B Thompson
for RGL

FLETCHER VAUTIER MOORE
SOLICITORS
NELSON

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NELSON DISTRICT LAND REGISTRAR
ASST. LAND REGISTRAR
9.30 11.DEC97 373586.1

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