

TRANSFER
Land Transfer Act 1952

E 5074832.2 GRANT OF EASEMENT HT
CPY-81/01.PGS-007.23/08/01.15:46



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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*

58B 10240	352	All	
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Transferor Surnames must be underlined or in CAPITALS

HER MAJESTY THE QUEEN for Parliamentary Purposes

Transferee Surnames must be underlined or in CAPITALS

~~GPS INVESTMENTS LIMITED~~

CAPITAL PROPERTIES (WELLINGTON) LIMITED

B. M. / R. D.

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

Right of Way

Consideration

\$200.00 (two hundred dollars)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE 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 26th day of July 2001

Attestation

Signed by: *Ronald Alistair Jolly*
Signature of Authorised Officer

RONALD ALISTAIR JOLLY

For and on behalf of Her Majesty the Queen
Name of Authorised Officer
and acting pursuant to a delegated authority
from the Chief Executive of Land
Information New Zealand pursuant to
Section 41 of the State Sector Act 1988

in the presence of: *Debbie Flood*

Witness name: Debbie Flood
Crown Property Clearances
Land Information New Zealand
Address: 160 Lambton Quay
Wellington

Occupation: _____

[Handwritten signature]

Solicitor for the Transferee

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)

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Annexure Schedule



TRANSFER

Dated

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of

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Pages

WHEREAS

A. The Transferor has agreed to grant to the Transferee a right of way, together with the rights and powers and together with and subject to the terms and conditions set out below.

THIS TRANSFER WITNESSES THAT Pursuant to the agreements between the parties and in consideration of the premises the Transferor TRANSFERS AND GRANTS to the Transferee pursuant to section 48 of the Public Works Act 1981 the full, free, uninterrupted and unrestricted right for the Transferee at all times by day and night:

- (i) to pass and repass with motor and other vehicles, machinery and equipment of all kinds; and
- (ii) to pass and repass on foot

over and along the ^{Right of way} ~~Easement Land~~, as appurtenant to the Transferee's Land, together with the rights of ingress and egress along with any vehicles, machinery or equipment over and through the Land and the right to remain on the Land for any purposes necessary or expedient for the exercise by the Transferee of the rights and interests granted in this Transfer (Grant of Easement).

and subject to the terms and conditions set out below.

The Transferor and Transferee covenant between themselves (with intent to bind themselves and their respective executors, administrators, successors and assignors) as follows.

1. In this Transfer (Grant of Easement) unless the context requires otherwise:

"Land" means the land described in the Transfer.

"Maintain" includes construct, inspect, repair, renew, alter, upgrade, replace and improve; and "maintenance" has a similar meaning.

"Right of Way" means those parts of the Land marked A and B on Deposited Plan 90660.

"Structures" includes pipes, cables, walls, frames and fences of any kind.

"Transferee" includes successors and assigns and the Transferee's engineers, surveyors, workmen, agents, employees, servants, contractors, lessees, sublessees, licensees or invitees with or without any vehicles, machinery or equipment.

"Transferee's Land" means Section 1, S.O. Plan 36836, CT 46C/557 (Wellington Registry), or any redefinition of that appellation.

"Use" means to pass and repass over the Right of Way at all times by day and by night with or without vehicles.

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.

RDE & M

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Annexure Schedule



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

Transfer

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"Vegetation" includes all vegetation both cultivated and natural and includes grass, crops, trees and shrubs, and includes any vegetation encroaching into the airspace of the ~~Easement Land~~ *Right of Way*

"Vehicles" include trucks, tractors, cars, trailers, graders, excavation and earthmoving equipment, whether wheeled or tracked.

"Working day" means a day that registered banks are open for business in Wellington, excepting Saturdays and Sundays.

Rent

- The Transferee shall pay for the right to this Transfer (Grant of Easement) the sum of One Dollar (\$1.00) per annum inclusive of Goods and Services Tax, payable on demand if demanded on or before 30 June in each year.

Term

- The term of this Transfer (Grant of Easement) shall be the life of the building located on the Transferee's Land at the date of this Transfer (Grant of Easement), and this clause constitutes a specific agreement otherwise for the purposes of the proviso to section 48 of the Public Works Act 1981.

- For the purposes of clause 4, the term "life of the building" means that period until –

- the building is demolished; or
- destruction of the building by flood, fire, steam, earthquake or similar cause.

in which event the Transferor shall be entitled to call upon the Transferee to immediately execute a surrender of this Transfer (Grant of Easement).

Maintenance and Use

- The Transferor shall maintain the areas marked "A" and "B" on Deposited Plan 90660 in a good state of maintenance and repair at all times during the continuance of this Transfer (Grant of Easement).
- The Transferee shall not be obliged to contribute to the cost of maintaining or repairing the area marked B on Deposited Plan 90660 ("Area B"), except in the case of any damage caused by any wilful or negligent act of the Transferee in which case the Transferee shall be liable for the cost and any implied obligation of the Transferee to contribute to the cost of maintaining and repairing Area B is hereby negated to the fullest extent permitted by law.

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AS J M

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Insert below
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7. The Transferor and the Transferee shall contribute to the cost of maintaining or repairing the area marked A on Deposited Plan 90660 ("Area A") in the proportion 75:25, except in the case of any damage caused by the wilful or negligent act of either party in which case that party shall be liable for the cost. Any implied obligation to contribute to the cost of maintaining or repairing Area A is hereby negated to the fullest extent permitted by law.

Transferor's Rights and Obligations

8. The Transferor shall not do anything whereby the rights, powers, licences and liberties granted to the Transferee may be interfered with or affected in any way and in particular the Transferor shall not without the consent in writing of the Transferee:
- (a) erect or permit the crection of any structures on or over the Right of Way, except as authorised by clause 10, or do or permit any act whereby the rights of the Transferee under this Transfer (Grant of Easement) may be interfered with or affected or which could damage or interfere with the Right of Way or its use without the prior written consent of the Transferee which may not be withheld except on reasonable grounds relating to the safety, integrity or continuity of operation of the Right of Way;
 - (b) install or permit the installation of any pipes, cables or conduit pipes through, over or across the Right of Way, without the prior written consent of the Transferee which may not be withheld except on reasonable grounds relating to the safety, integrity or continuity of operation of the Right of Way;
 - (c) operate any machinery or equipment on the Land in close proximity to the Right of Way which may interfere with or affect or which could damage the Right of Way;
 - (d) carry out any cultivation or plant or permit any vegetation on the Right of Way, other than ground cover, without the prior written consent of the Transferee which will not be withheld,
 - (i) in respect of vegetation which not exceed 4 metres in height;
 - (ii) otherwise, except on reasonable grounds relating to the safety, integrity or continuity of operation of the Right of Way;
 - (e) do any other thing on the Land which would or could damage or endanger the Right of Way.
9. If the Transferor consents to or causes or permits any breach of the obligations set out in clause 7, the Transferee shall be entitled to take all reasonable steps to abate or remedy the particular breach including but not limited to the trimming or removal of vegetation and any other steps necessary for the protection of the Right of Way.

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RAAS S/K

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Annexure Schedule



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

Transfer

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- 10. The Transferor shall be entitled to relocate the Right of Way on not less than 12 months notice to the Transferee. In that event it shall be the obligation of the Transferor:
 - (a) to obtain the prior written approval of the Transferee to the form and location of the alternative access, which approval may not be unreasonably withheld where the alternative access is of an equivalent standard to the access granted by this Transfer;
 - (b) to construct the alternative access;
 - (c) to ensure that at all times during the construction of any alternative access the Transferee has access of an equivalent standard to that provided by this Transfer;
 - (d) to meet the costs of the relocation including but not limited to costs of construction, all reasonable legal and other consultation costs of the Transferee in relation to approval or arising out of the relocation, and any loss, claims, costs or damages incurred or compensation payable by the Transferee arising out of the relocation.

11. The Transferee acknowledges that the Transferor shall be entitled to develop the airspace above the ~~Easement Land~~, any rule of law or equity to the contrary notwithstanding.

Right of Way

Liability

12. The Transferee agrees to occupy and use the Right of Way at the Transferee's risk and releases to the full extent permitted by law the Transferor its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Right of Way.

13. The Transferee agrees to indemnify the Transferor against all liabilities, actions, proceedings, costs, claims, damages, penalties, expenses, demands or loss which the Transferor may incur -

- (a) in respect of injury to persons or property arising out of or in consequence of the use or maintenance of the ~~Easement Land~~ by the Transferee;
- (b) in respect of any action or proceeding taken against the Transferor as a result of a breach of any law relating to the use of the ~~Easement Land~~ by the Transferee -

Right of Way

Right of Way

except to the extent caused or contributed to by the Transferor or persons under the control of the Transferor.

14. Without prejudice to its liability under clause 12, the Transferee shall effect a policy of Public Risk Insurance against liability for loss, damage or injury arising out of its occupation and use of the Right of Way, for the sum of \$1,000,000.00, increased annually by an amount equal to the increase in the Consumer Price Index (All Indices) arising out of any one single accident or event.

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Annexure Schedule



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

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Transfer

* Right of Way

- 15. Except as provided in clause 15 or 16, the Transferee shall not transfer, lease, assign or licence all or any part of its estate or interest in the ~~Easement Land~~ and/or the rights in this Transfer or any parts of those rights without the consent of the Transferor which may not be unreasonably or arbitrarily withheld.
- 16. The provisions of clause 14 shall not apply to a transfer or assignment of the estate or interest of the Transferee in the ~~Easement Land~~ pursuant to or in conjunction with a sale or transfer of the Transferee's estate or interest in the Transferee's Land.
- 17. The provisions of clause 14 shall not apply to any right to use the Ramp Access granted by the Transferee to any lessee or licensee or occupier of any part of the Transferee's Land or any building erected thereon, or any of their respective workmen, agents, employees, servants, contractors, sublessees, licensees or invitees.
- 18. The Transferor agrees that with effect from the registration of a transfer of the whole of the Transferee's estate or interest in the Transferee's Land and the rights in this Transfer, the Transferee shall be released from all obligations under this Transfer and all actions, claims or proceedings which the Transferor may have against the Transferee under or in respect of anything done or not done after the date of registration of the Transfer to the intent that the rights and obligations in this Transfer shall be enforceable by and against only the Transferee for the time being.

Termination

- 19. The Transferee shall be entitled to surrender its rights under this Transfer (Grant of Easement) at any time, in which case the Transferor shall be entitled to call upon the Transferee to immediately execute a surrender of this Transfer (Grant of Easement).

Attestation

<p>Capital Projects (Wellington) Ltd Director Director</p>	<p>Signed in my presence by the transferee Signature of Witness</p>
	<p>Witness to complete in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name Occupation Address</p>
<p>Signature, or common seal of Transferee</p>	<p>SHANE PETER HAGAN Wellington Financial Controller</p>

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[Handwritten signatures]

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



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Impact Legal Lawyers WELLINGTON

Auckland District Law Society
REF: 4135 /4

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(except for "Law Firm Acting")