

D129936.6TE

TRANSFER

Land Transfer Act 1952

1952/1953
1954/1955
1956/1957
1958/1959
1960/1961
1962/1963
1964/1965
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2024/2025

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

North Auckland

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

110D	179	All	
110D	180	All	

Transferor Surnames must be underlined

GARY D'AUVERGNE GRUT of Auckland, ^{Assistant, Pastor} ~~Gold Professional~~ and SARAH JANE GRUT, his wife
MAUREEN ANN FROST University Administrator of Auckland

Transferee Surnames must be underlined

THE WAITAKERE CITY COUNCIL

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

Drainage easement in gross (continued on pages 2 & 3 Annexure Schedule)

Consideration

The approval by the Waitakere City Council under Section 223 of the Resource Management Act 1991 of Land Transfer Plan 179572

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 10th day of April 1997

Attestation

Signed in my presence by the Transferor
Signature of Witness

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

Witness name **ROBYN JEAN HOOPER**
Occupation **LEGAL EXECUTIVE**
Address **AUCKLAND**

Signature, or common seal of Transferor

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)

DW33122.DOC

REF. 4135

Solicitor for the Transferee

Annexure Schedule

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

Transfer

Dated 10th April 1997

Page 2 of 3 Pages

Continuation of 'Estate or Interest or Easement to be created'

1. The Transferee shall have the right to carry convey lead drain and discharge water whether rain spring soakage or seepage water in any quantities onto through or over those parts of the land in Certificates of Title 110D /179 and 110D/180 marked "A" and "B" on DP 179572 (such parts of the Transferor's land referred to in this schedule as "the easement land") together with the additional rights and powers incidental thereto set out in the following clauses.
2. The full and free right liberty and license for all time hereafter to carry convey lead drain and discharge water whether rain tempest spring soakage or seepage water in any quantities on to through or over the easement land.
3. The right to collect and concentrate at such place or places on any of the roads shown on the said plan as the Transferee shall think fit all water which shall fall upon or otherwise make its way on to or be directed or diverted on to the said roads or any of them and to carry convey lead drain discharge or allow to escape in any quantities the said water from such roads or any of them on to the easement land or any part or parts thereof.
4. For any of the purposes aforesaid and from time to time the right to construct dig lay extend maintain alter repair renew and cleanse open drains pipes or conduits through over along or under the easement land or any part or parts thereof.
5. The full power and authority for the Transferee its surveyors engineers workmen contractors agents and servants with or without vehicles and machinery plant and equipment from time to time and at all times to enter and remain for any of the purposes aforesaid upon the Transferor's land or any part or parts thereof as shall be necessary for such purposes and generally to do and perform such acts and things in or upon the easement land as may be necessary or proper for or in relation to any of the purposes aforesaid

PROVIDED HOWEVER:


1. That all works authorised to be carried out hereunder shall be carried out as expeditiously as possible and with as little disturbance as possible to the surface of the Transferor's land
2. That the Transferee shall not be responsible for any damage caused by the exercise by it of the rights hereinbefore conferred on it or by the deposit of silt or debris on the easement land or any part or parts thereof

AND IT IS HEREBY DECLARED

1. That nothing herein contained or implied shall compel or be deemed to compel the Transferee to carry lead convey conduct drain or discharge water through open drains pipes or conduits on the easement land or any part or parts thereof
2. The Transferee may discontinue such drainage and recommence such drainage at will
3. Nothing herein contained or implied shall abrogate limit restrict or abridge or be deemed to abrogate limit restrict or abridge any of the rights powers and remedies vested in the Transferee at common law or by statute

(Continued on page 3 Annexure Schedule)

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.



Annexure Schedule

TRANSFER

Dated

10th April 1997

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of

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Pages

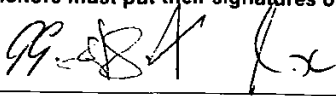
(Continuation of 'Estate or Interest or Easement to be created')

AND THE TRANSFEROR HEREBY COVENANTS with the Transferee that they will not at any time hereafter:

1. place erect construct or permit to remain on any part of the easement land any solid structure, fill or other impediment which may inhibit the natural flowpath of water nor carry out any reshaping, excavation, filling or cutting of the easement land in such a way that will result in a change in the direction or position of the natural flowpath of surface water;
2. place erect construct or permit to remain on any part of the remainder of the Transferor's land any residential buildings unless the floor levels of such residential buildings are not less than 500mm in height above the one in one hundred year flood level of the overland flowpath measured at a point squared off the boundary of the easement land at the highest/uphill side of such proposed floor.
3. do or permit the doing of any act which will in any way whatsoever interfere with the enjoyment by the Transferee of the rights and privileges vested in or conferred on it by the virtue of these presents.

PROVIDED FURTHER THAT if any damage is caused or any repair is necessary to the said drains, pipes or conduits through the act or neglect of the registered proprietors of the easement land or their servants, tenants, agents, workmen, licensees or invitees or should the registered proprietors or their servants, tenants, agents, workmen, licensees, invitees of the easement land be in breach of any of the covenants contained herein then the cost of making good such damage, repairs or compliance with the covenants contained herein shall be borne entirely by the registered proprietor who shall carry out such work necessary to make good such damage, repair or compliance within 28 days after being requested to do so in writing by the Transferee and if the registered proprietors fail to make good such damage, repair or compliance the Transferee or its servants, tenants, agents, workmen, licensees or invitees with or without vehicles machinery plant and equipment may enter upon the easement land for the purposes of making good, repairing or carrying out such works necessary to comply with the covenants contained herein and recover the cost thereof from the registered proprietor in default and failure to pay such costs by the registered proprietors shall entitle the Transferee to register a charge against the land herein owned by the registered proprietors.

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.



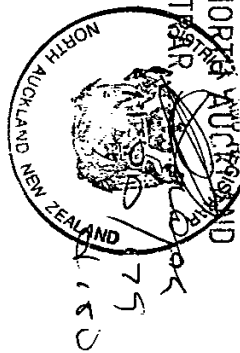
Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF: 4135



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
ASST. LAND REGISTRAR

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