

D363903.2 TE

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*

115D	807	All	
1151	42	All	

Transferor Sumames must be underlined or in CAPITALS

Kenneth Alexander FIDDES and Raewyn Greta WYLLIE (as to the land firstly described) and Kenneth Lawrence BYLES and Elizabeth Louise BYLES (as to the land secondly described)

Transferee Sumames must be underlined or in CAPITALS

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 1 & 2 Annexure Schedule)

Consideration




The approval by the Waitakere City Council under Section 223 of the Resource Management Act 1991 of Land Transfer Plan 194047

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE 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 23rd day of February 1999

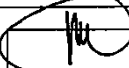
Attestation

  	Signed in my presence by the Transferor Kenneth Alexander Fiddes & Raewyn Greta Wyllie Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name RHONDA GLENYS EVANS Occupation Solicitor Address AUCKLAND

39492

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)


Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

23/2/99

Page

1

of

2

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 that part of the land in Certificates of Title 115D/807 and 1151/42 marked "C" on DP 194047 (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 and in the case of the installation or maintenance of drainage pipes, that the surface of such land be restored as nearly as practicable to its condition immediately before the commencement of such works; and upon the further condition that any damage done to any other part of the Transferor's land or any improvements thereon shall be repaired at the expense of the Transferee if such damage occurs as a consequence of the Transferee undertaking works authorised hereunder.
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 2 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.

K.B. RB KF LW
EUB

Annexure Schedule



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

Transfer

Dated 23/2/99

Page 2 of 2 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 any particular one or more of the registered proprietors of the easement land or their servants, tenants, agents, workmen, licensees or invitees or should any one or more of 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 that particular 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 that particular registered proprietor fails 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 that registered proprietor shall entitle the Transferee to register a charge against the land herein owned by that registered proprietor.

Continuation of 'Attestation'

Signed in my presence by the Transferor Kenneth Lawrence Byles and Elizabeth Louise Byles

Witness: [Signature]

Witness Name:

Occupation: WENDY BECK LEGAL EXECUTIVE SHANAHAN & CO

Address: NEW LYNN AUCKLAND

[Signatures]

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. [Signatures]



TRANSFER

Land Transfer Act 1952

The ~~above~~ instrument when created will
be/are subject to Section 243(a) Resource
Management Act 1991


for DLR

Law Firm Acting
CORBAN REVELL SOLICITORS HENDERSON AUCKLAND


Auckland District Law Society
REF 4135 /4

3.08 03.MAR99 D 363903

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PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND

for Registrar-General of Land
151/22
115/200



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