

B 673140-13 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

**SOUTH AUCKLAND**

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

	<b>All</b>	<b>As per Annexure Schedule</b>
--	------------	---------------------------------

Transferor Sumames must be underlined or in CAPITALS

**KINLOCH PARK LIMITED**

Transferee Sumames must be underlined or in CAPITALS

**KINLOCH WATER LIMITED**

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

**Right to convey water easement in gross (continued on page 2 Annexure Schedule)**

Consideration

**\$1.00**

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 18th day of July 2001.

Attestation

**KINLOCH PARK LIMITED** by  
two Directors:

**EDWARD ORAL SULLIVAN**

**ALLAN JAMES HUBBARD**  
Signature of transferee

Signed in my presence by the Transferor  
Signature of Witness

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

Witness name

Occupation

Address

**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 'APPLICABLE CERTIFICATE')

REF: 4135 /2

**Solicitor for the Transferee**

Annexure Schedule



TRANSFER

Dated

18 July 2001

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of

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Pages

Continuation of Certificate of Title

- 69D/814
- 69D/815
- 69D/816
- 69D/817
- 69D/818
- 69D/819
- 69D/820
- 69D/821
- 69D/822
- 69D/824
- 69D/825
- 69D/827
- 69D/828
- 69D/829
- 69D/830
- 69D/831
- 69D/832
- 69D/834
- 69D/837
- 69D/842
- 69D/844
- 69D/845
- 69D/846
- 69D/849
- 69D/850
- 69D/851
- 69D/852
- 69D/853
- 69D/854
- 69D/855
- 69D/856
- 69D/857
- 69D/858
- 69D/859
- 69D/860
- 69D/861
- 69D/862

Continuation of Attestation

Signed by KINLOCH WATER LIMITED by two Directors:

Director

Director

KENNETH FRANCIS MCKENZIE

EDWARD ORAL SULLIVAN

Full Name

Full Name

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



Insert below

"Mortgage", "Transfer", "Lease" etc

Transfer

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Pages

**CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"**Easement of Right to Convey Water

The Transferee shall have over the Certificates of Title referred to herein (individually and collectively referred to as "the Servient Land") the right in gross to:

- (a) Construct, lay, place and maintain a line of pipes (hereinafter called the "pipeline easement") in or under, through and across those parts of the Servient Land as are more particularly identified on the schedule
- AN, W, AO, AP, Y, B, AR & AS on Deposited Plan DPS88315 (Certificate of Title 69D/816)
  - AT, K, J on Deposited Plan DPS88315 (Certificate of Title 69D/814)<sup>5</sup>
  - AU on Deposited Plan DPS88315 (Certificate of Title 69D/814)
  - AV & AX on Deposited Plan DPS88315 (Certificate of Title 69D/818)
  - Z on Deposited Plan DPS88315 (Certificate of Title 69D/817)
  - AA on Deposited Plan DPS88315 (Certificate of Title 69D/820)
  - AB & AW on Deposited Plan DPS88315 (Certificate of Title 69D/821)
  - AY on Deposited Plan DPS88315 (Certificate of Title 69D/819)
  - AZ on Deposited Plan DPS88315 (Certificate of Title 69D/882)
  - BA on Deposited Plan DPS88315 (Certificate of Title 69D/827)
  - BB on Deposited Plan DPS88315 (Certificate of Title 69D/824)
  - BC on Deposited Plan DPS88315 (Certificate of Title 69D/825)
  - BD on Deposited Plan DPS88315 (Certificate of Title 69D/834)
  - BE on Deposited Plan DPS88315 (Certificate of Title 69D/837)
  - BF on Deposited Plan DPS88315 (Certificate of Title 69D/842)
  - BG on Deposited Plan DPS88315 (Certificate of Title 69D/844)
  - BH on Deposited Plan DPS88315 (Certificate of Title 69D/846)
  - BI on Deposited Plan DPS88315 (Certificate of Title 69D/850)
  - BJ on Deposited Plan DPS88315 (Certificate of Title 69D/854)
  - BK, AQ & BL on Deposited Plan DPS88315 (Certificate of Title 69D/856)
  - BM on Deposited Plan DPS88315 (Certificate of Title 69D/857)
  - BN on Deposited Plan DPS88315 (Certificate of Title 69D/859)
  - BO on Deposited Plan DPS88315 (Certificate of Title 69D/860)
  - BP on Deposited Plan DPS88315 (Certificate of Title 69D/861)
  - BQ on Deposited Plan DPS88315 (Certificate of Title 69D/862)
  - H on Deposited Plan DPS88315 (Certificates of Title 69D/828, 69D/829, 69D/830, 69D/831, 69D/832)
  - G on Deposited Plan DPS88315 (Certificates of Title 69D/851, 69D/852, 69D/853, 69D/854, 69D/855)
  - L on Deposited Plan DPS88315 (Certificate of Title 69D/845)
  - E on Deposited Plan DPS88315 (Certificate of Title 69D/858)
  - ~~BZ on DPS 88315 (Certificate of Title 69D/814)~~
- (b) Use the said pipeline easement for the purposes of leading and carrying water in uninterrupted flow in or under, through or across the Servient Land; and
- (c) Test, inspect, maintain, clean, repair, replace and relay the said line of pipes and to construct, lay, place and maintain additional lines of pipes along the pipeline easement; and
- (d) For the purposes referred to above or any of them by its servants, agents, contractors and workmen (with or without tools, implements, machinery, vehicles and equipment of whatsoever nature necessary for such purpose) to enter upon and pass and re-pass over the Servient Land and to remain there for any reasonable

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Auckland District Law Society

REF 4120

### Annexure Schedule



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

Transfer

Dated 18 July 2001

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time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the pipeline or any part thereof and of opening up the soil of the land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the transferor and that the surface is restored as nearly as possible to its original condition and any other damage done by reasonably aforesaid operations is repaired;

And the transferor and the transferee hereby covenant as follows:

1. The cost of cleaning, maintaining and operating the said pipeline easement and related structures and devices shall be shared by the parties who use the same in pro rata proportion to the water allocation entitlements as stipulated from time to time by the transferee; unless any damage thereto is directly attributable to the wilful or negligent act or default of any person having the right to use the same.
2. That the right, liberty and privilege to enter upon the lands referred to (the Servient Land) should be subject to reasonable prior notice being given to the registered proprietor of the Servient Land except in the case of an emergency when no such notice shall be required.
3. That the transferee will replace or repair any fence destroyed or damaged in the course of any works by it in connection with the said line of pipes or conduits, and will restore the surface of the Servient Land as nearly as is practicable to its former condition; and cause as little interference as possible to the activities of the occupiers of the Servient Land. The transferee shall not be bound by the provisions of this clause if the owner of the Servient Land is in breach of the covenant not to obstruct the pipeline easement with any plant, tree or other vegetation, or any other structure.
4. The transferor will not place any building or structure (other than fencing) on, nor plant any tree or shrub or other vegetation within 3 metres of the pipeline easement area (without the prior consent of the transferee).
5. The transferor will not do or suffer to be done any act or thing whereby the said line of pipes or conduits shall be damaged or destroyed by, and shall bear the cost of repair of any damage to the said line of pipes and conduits and its fittings caused by, any act or thing on the part of the transferors, their attendants, agents or workmen provided however this provision shall not apply to damage caused in the course of normal usage of the Servient Land by the occupiers of the Servient Land.
6. The transferors will not at any time permit or suffer any act or thing whereby the rights, powers, liberties, licences and easements hereby granted to the transferee may be interfered with or affected.
7. Any disputes or disagreements between the transferor and the transferee in relation to the terms of the easement or the rights, authorities, obligations and responsibilities of any party or parties or any body benefiting from the use of the easement, which cannot be resolved by mutual agreement, shall be referred to arbitration in the manner provided by the Arbitration Act 1996 or any Act passed in substitution therefore or amendment thereof.

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



# TRANSFER

Land Transfer Act 1952

Law Firm Acting
<b>Raymond Sullivan McGlashan</b> Solicitors Timaru

Auckland District Law Society  
REF: 4135 /4

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ARJOLARS...  
LAND R...  
COR RE...



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