

B 679707.11 TE

TRANSFER

Land Transfer Act 1952

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

Wellington

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

48D	1243	All	[Area and legal description]
520	244	All	

Transferor Surnames must be underlined

The Wellington City Council (continued on annexure schedule)

Transferee Surnames must be underlined

Lambton Harbour Management Limited
Museum of New Zealand Te Papa Tongarewa Board (continued on annexure schedule)

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

Water supply, telecommunications, gas and electricity easement.
(continued on annexure schedule)

Consideration


\$1.00

Operative Clause

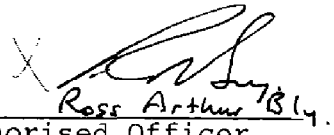
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 25th day of February 1998

Attestation


	Signed in my presence by the Transferor by the affixing of its Signature of Witness common seal in the presence of:
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness Address
	Address:

Signature, or common seal of Transferor


 Ross Arthur Bly
 Authorised Officer

Certified correct for the purposes of the Land Transfer Act 1952

Certifies that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971. (DELETE IN APPL CABLE CERTIFICATE)


 Solicitor for the Transferee
 J KM

Annexure Schedule

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

Transfer

Dated 25th February 1998

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Background

1. The Transferor is the registered proprietor of an estate in fee simple in all the land in certificate of title 520/244 (Wellington Registry) ('the servient land'). ✓
2. The Transferee is the registered proprietor of an estate in fee simple in all the land adjoining the servient land being comprised in certificate of title 48D/124 (Wellington Registry) the ('the appurtenant land'). 3 R.

Terms and conditions relating to easement rights

3. The Transferee will have the right to convey water, telecommunications, gas and electricity under that part of the servient land marked 'L' on deposited plan 82018 ('the easement land') on the following terms and conditions. This is in perpetuity and is for the benefit of the appurtenant land.
4. This right is together with the rights to enter the land by the most practicable route to do the following work:
 - 4.1 Dig, construct and lay pipes or lines under the surface of the easement land and to inspect, maintain, dig up, alter or replace the said pipes or lines.
 - 4.2 Do anything for the full exercise of the rights granted by this instrument. The transferee may do this with or without agents, contractors and employees and with or without tools, plant, equipment and vehicles.
5. The transferee, when exercising its rights will do all of the following:
 - 5.1 Give reasonable notice to the transferor before exercising its rights, unless in an emergency. Whether an emergency exists will be decided by the transferee.
 - 5.2 Causes little damage and convenience as possible to the servient land.
 - 5.3 Restore the servient land as near as reasonably possible to its previous condition.

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.

[Handwritten signature]

[Handwritten initials] KM

Annexure Schedule

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

Transfer

Dated 25 February 1998

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6. The transferor will not do anything to:
 - 6.1 Prevent or interfere with the free passage or conveyance of water, telecommunications, gas and electricity through the pipes or lines under the surface of the servient land.
 - 6.2 Interfere with the full use and enjoyment by the transferee of the rights created by this instrument.
7. The transferee indemnifies the transferor against claims, demands, proceedings, actions or suits brought against the transferor as a direct or indirect result of the exercise by the transferee of the rights granted herein.
8. If any dispute arises between the transferor and the transferee concerning the rights created by this transfer, the parties will:
 - 8.1 Enter into negotiations in good faith to resolve the dispute.
 - 8.2 If the dispute is not resolved within 1 month of the date on which the parties begin their negotiations, submit the dispute to the arbitration of an independent arbitrator appointed jointly by the parties.
 - 8.3 If the parties cannot agree on that appointment within 14 days then the arbitration shall be carried out by an independent arbitrator appointed by the President of the Wellington District Law Society.
 - 8.4 Such arbitration will be determined in accordance with the Arbitration Act 1996.
9. The execution of this transfer is a submission to arbitration.
10. The Museum of New Zealand Te Papa Tongarewa Board, the lessee under memorandum of lease B070325.1 consents to the grant of easement in the within memorandum of transfer.

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[Handwritten signature]

[Handwritten mark]

Annexure Schedule

TRANSFER

Dated

25th February 1998

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of

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Pages

Attestation continued

Signed by Museum of New Zealand)
Te Papa Tongarewa Board as)
transferee and as lessee under)
memorandum of lease B070325.1 by)
the affixing of its common seal in)
the presence of:)



K M T.

Financial Controller

[Signature]
Director of Operations

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[Signature]
C. SOTHERAN
CHIEF EXECUTIVE

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/Initials]
KM J AS.