

**AGREEMENT DATED THE                      DAY OF                      2016**

**BETWEEN                      WELLINGTON REGIONAL COUNCIL**

**A N D                      HUTT CITY COUNCIL**

**AGREEMENT TO TRANSFER LAND  
SUBJECT TO EASEMENTS**

**OAKLEY MORAN  
SOLICITORS  
P O BOX 241  
WELLINGTON**

(Person Acting: Warren Lim)  
Phone: (04) 472 3055  
Facsimile: (04) 472 6657

**THIS AGREEMENT** made the                      day of                      2016

**BETWEEN WELLINGTON REGIONAL COUNCIL** a Council under the Local Government Act 2002 (“WRC”)

**A N D HUTT CITY COUNCIL** a Council under the Local Government Act 2002 (“HCC”)

### **BACKGROUND**

- A. HCC is registered as proprietor of the land described in clause 1.1.3 of this Agreement.
- B. The above land of HCC is currently maintained by WRC as part of the Hutt River Corridor. The land contains the Hutt River stopbank, the river trail and the stopbank maintenance buffer.
- C. The land also contains a waste water overflow pipe of HCC and may contain other utility services maintained by HCC.
- D. The parties have entered into an arrangement whereby HCC will transfer the land to WRC but shall retain easement or easements in respect to the waste water overflow pipe and other utility services maintained by HCC.
- E. The parties now wish to enter into this Agreement to record the above arrangements.

**THE PARTIES AGREE AS FOLLOWS:****1. DEFINITIONS**

1.1 In this Agreement, including the Recitals, unless the context otherwise requires:

1.1.1 **“WRC”** means Wellington Regional Council and its successors.

1.1.2 **“HCC”** means Hutt City Council and its successors.

1.1.3 **“HCC’s Land”** means all that parcel of land containing 648 square metres being Lot 1 on Deposited Plan 60907 and being the land in Certificate of Title WN30D/395.

1.2 In this Agreement including the recitals unless the context otherwise requires:

1.2.1 References to clauses, subclauses, and schedules are to the clauses, subclauses and the schedules to this Agreement.

1.2.2 Words denoting the singular number include the plural number and vice versa.

1.2.3 Words denoting a gender include all genders.

1.2.4 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.

1.2.5 A reference to any party of this Agreement or any other document or arrangement includes that party’s executors, administrators, substitutes, successors, and permitted assigns.

1.2.6 A reference to a matter being to the knowledge of a person means that the matter is to the best of the knowledge and

belief of that person after proper inquiry including the inquiry which a reasonable person would have determined to make by reason of knowledge of a fact or omission brought to the notice of that person.

## **2. TRANSFER OF LAND**

- 2.1 HCC hereby agrees to transfer HCC's Land to WRC on completion date.
- 2.2 HCC's land is to be transferred to WRC in its current state and condition and without any warranties or representations as to its state and/or condition.
- 2.3 On completion date, all risks associated with HCC's Land and any improvements (except those improvements to be subject to the new easements) on or within HCC's Land shall pass to WRC.

## **3. GRANT OF EASEMENTS TO HCC**

- 3.1 In consideration of the transfer of HCC's Land to WRC, WRC shall grant to HCC on completion date such easements as HCC may require to protect the existing waste water overflow pipe and any other existing utility services maintained by HCC on HCC's Land.
- 3.2 HCC shall provide to WRC sufficient details of the existing waste water overflow pipe and the existing utility services maintained by HCC on HCC's Land which HCC requires protection by way of easements. Upon receipt of such details, WRC shall arrange for an easement scheme plan to be prepared and provided to HCC for its approval, whose approval shall not be unreasonably withheld.
- 3.3 The terms and conditions of the easements to be granted by WRC to HCC pursuant to clause 3.1 shall be on the standard or usual template/s used by HCC subject to such amendments or additions as may be necessary or reasonable to suit the requirements of HCC's Land or HCC.

#### **4. PREPARATION OF PLANS, DOCUMENTS AND REGISTRATION**

- 4.1 WRC shall arrange for the preparation and lodgement of all survey plans (if necessary) by a registered surveyor nominated by WRC.
- 4.2 WRC shall meet all legal, survey and registration costs relating to the applications of all consents and the preparation and registration of all documents contemplated by this Agreement.
- 4.3 The parties agree to complete such documents and obligations required of them under this Agreement in a timely fashion and undertake to execute all documents and plan when required and without delay.

#### **5. COMPLETION DATE**

- 5.1 The completion date for the transfer of HCC's Land and the grant of easements shall be ten (10) working days after approval as to survey of the easement plan by Land Information New Zealand.
- 5.2 On completion date, HCC or its solicitors shall hand to WRC's solicitors a signed transfer of HCC's Land, the discharge or partial discharge or consents of the mortgagee (if any) and other documents necessary to pass clear title to WRC.
- 5.3 On completion date, WRC or its solicitors shall hand to HCC's solicitors the Easement Instrument for the new easement or easements signed by WRC together with any discharges/consents of the mortgagee (if any) and other documents necessary to enable registration of the Easement Instrument.
- 5.4 The obligations of the parties in clauses 5.2 and 5.3 may be completed by way of an edealing or edealings certified by the respective solicitors of HCC and WRC.

- 5.5 Possession of the HCC's Land shall be given and taken on completion date. HCC shall be entitled to exercise its rights under the Easement Instrument as from completion date.
- 5.6 The obligations in clauses 5.2 to 5.5 inclusive shall be performed by the respective party contemporaneously. Neither party shall be obliged to perform its obligations until the other party is ready and willing to perform its obligations.

## **6. DISPUTE RESOLUTION**

- 6.1 The parties AGREE that all differences and disputes which may arise between the parties as to this Agreement or any act or thing done, or omission, or the interpretation of this Agreement shall be dealt with in the following manner –
- 6.1.1 The difference or dispute shall be submitted to a process of Alternative Dispute Resolution (in the manner usually conducted within the Wellington region) with the intent that the matter be resolved as expeditiously as possible and to the mutual benefit of both parties.
- 6.1.2 In the event that the Alternative Dispute Resolution procedure is unsuccessful, the difference or dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 and any amendments and/or substitution to the said Act.

**SIGNED** for )  
**WELLINGTON REGIONAL COUNCIL** )  
by its authorised signatory )

**SIGNED** for )  
**HUTT CITY COUNCIL** )  
by its authorised signatory )