



LINZ CPR2

Memorandum of Agreement Pursuant to the Public Works Act 1981.

File Reference: CPC 005679

Agreement made this day of 2007
between the Crown and The Wellington Regional Council (*called the Owner*) being the owner of the land described below for an estate of freehold in possession as to a ½ share as tenant in common offers to sell to the Crown for the use, convenience and enjoyment of a road for the sum of \$270,000.00 (Two Hundred and Seventy Thousand Dollars) including GST ("the sum") subject to and together with all memorials as noted against the title but otherwise discharged from all encumbrances and requisitions but subject to the tenancy noted at Schedule C clause 2(c)

all the piece of land comprising about 6.5840 Ha being Lot 7 DP 70122 being comprised in Computer Freehold Register WN38A/630 Wellington Registry (*called the Required Land*) on and subject to the conditions set out in the Schedules: B and C

1. The Owner agrees to;
 - (a) execute a memorandum of transfer of land or alternatively at the option of the Crown the Owner agrees to the land being acquired by Proclamation or Declaration under the Public Works Act 1981, and to
 - (b) accept the sum in full settlement of compensation for the Required Land together with the rights, easements, and appurtenances thereto belonging and of all claims and demands in respect thereof or in respect of damage to the surrounding land by severance or otherwise howsoever,
2. The Owner authorises the Crown to retain and pay (if demanded) to the persons entitled the whole or a sufficient portion of the compensation to release the Required Land from all encumbrances affecting the same;
3. The Owner further agrees to adduce a good title to the Required Land and to comply with the requirements set out in the Schedules.
4. This agreement shall not be binding on the Crown until signed on behalf of the Crown.

Signed by WELLINGTON REGIONAL COUNCIL
by its authorised signatory:

.....
Signature

.....
Name

in the
presence of:
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Occupation of witness

I accept the above offer to sell/confirm the above agreement to take by Proclamation or Declaration.

Signed
by:
Signature of Authorised Officer

.....
Name of Authorised Officer
For and on behalf of Her Majesty the Queen and acting pursuant to delegated authority from the Chief Executive of Land Information New Zealand pursuant to section 41 of the State Sector Act 1988.

in the
presence of:
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Occupation of witness

Schedule A: Conditions relating to Transfers

(1) Date of Settlement, Possession & Apportionments

Settlement Date shall be within one month of the date of this agreement. Net rates shall be apportioned on the Settlement Date and for this purpose the latest rate demand received by the Owner up-to-date duly receipted shall be forwarded to the Crown prior to Settlement Date.

(2) Execution of Transfer

Upon payment of the Compensation and any apportionments by the Crown the Owner and all other necessary parties will execute in favour of the Crown a valid conveyance or other assurance of the Required Land free from encumbrances, such document to be prepared by and at the expense of the Crown and to be given to the Owner for execution not less than 7 days before Settlement Date.

(3) Possession subject to Tenancy

Refer Schedule C clause 2(c).

Schedule B: Conditions relating to land taken or to be taken by Proclamation or Declaration

Not Applicable.

SCHEDULE C: SPECIAL CONDITIONS

1.
 - a. GST will only be payable on production of a valid tax invoice prepared in accordance with section 24 of the Goods and Services Tax Act 1985.
 - b. The Crown will pay to the Owner the sum on the Settlement Date set out in clause 1.2 of Schedule A of this agreement.
 - c. The Owner acknowledges and agrees that the Crown will tender settlement by way of a cheque drawn on account of Transit New Zealand.
2.
 - a. The parties acknowledge that they are currently tenants in common in equal shares in respect of the land comprised in CFR WN38A/630 and the Crown is to acquire the Owners ½ share.
 - b. The parties further acknowledge that by agreement dated 7 September 1994 the Owner and Transit New Zealand entered an agreement in respect of management of the land in CFR 38A/630. The parties agree that from the Settlement Date each party is released from any further liability arising pursuant to that agreement with effect from the Settlement Date but without prejudice to either party's rights arising before such date.
 - c. The parties acknowledge that the land in CFR WN38A/630 is presently tenanted to Patricia Healy pursuant to a residential tenancy agreement and the rental income has been shared between the parties in accordance with the management agreement noted at clause 2(b) above. From the Settlement Date the Crown shall collect the full rent.
 - d. All costs or payments in respect of the land in CFR WN38A/630 provided for in the management agreement noted at clause 2(b) above or otherwise accruing in respect of the parties joint ownership of such land shall be apportioned on the Settlement Date.
3. The Owner acknowledges that the Crown's land requirement is subject to confirmation on completion of the design plans for its Transmission Gully road works and accordingly not all of the Required Land may be actually required for road construction. Notwithstanding this the Crown may acquire the Required Land for use, convenience and enjoyment of a road pending completion of survey and declaration as road and severance pursuant to Sections 114 and 119 of the Public Works Act 1981.
4. The Owner hereby acknowledges that until accepted in writing this document is only an offer to sell to the Crown and its acceptance will not be anticipated and the Owner will not enter into any consequential commitments in reliance of this offer being accepted by the Crown. Any variation of this agreement shall not be binding on the Crown unless signed on behalf of the Crown.
5. The parties mutually acknowledge and agree:
 - a. That where any obligation or agreement hereunder remains unperformed at settlement of the sale of the land then that obligation or agreement, notwithstanding any rule of law equity to the contrary, shall enure until fully discharged by performance and in no circumstances whatsoever shall merge upon settlement of the sale of the land evidenced herein.
 - b. That reference to the Crown includes Transit New Zealand where the context requires this and vice versa.

Note: The Owner should initial this side of the page, any alterations in print, additions to print and attachments and should be given a copy of this form for his/her/their own use.