

(Approved by the Registrar-General of Land, Wellington, No. 228594.2)

(Approved by the District Registrar, Auckland, No. 4203/74)

(New Zealand)

H422363.5 TE

Under the Land Transfer Act, 1952

(C)

Memorandum of Transfer

DRAINAGE EASEMENT

31MAB2 1706 CPT #####@1

NEW ZEALAND STAMP DUTY TAU

~~being registered as proprietor~~

~~subject however to such encumbrances, liens and interests as are notified by memoranda underwritten
or endorsed hereon in _____ piece of land situated in the Land District of
_____ containing~~

~~more or less being~~

DRAINAGE EASEMENT

WHEREAS GARY DESMOND WILSON of Whakatane Farmer and GLENNIS ANNE WILSON his wife (hereinafter called "the Grantors") are registered as proprietors of an estate in fee simple subject however to such encumbrances liens and interests are as notified by memoranda underwritten or endorsed hereon in all those peices of land containing FIRSTLY 6.2280 hectares (6.2280ha) more or less being Lot 3 on Deposited Plan S31461 and SECONDLY 6.0355 hectares (6.0355ha) more or less being Lot 4 on Deposited Plan S31461 and THIRDLY 6.0395 hectares (6.0395 ha) more or less being Lot 5 on Deposited Plan S31461 and FOURTHLY 7.6910 hectares (7.6910ha) more or less being Lot 6 on Deposited Plan S31461 and FIFTHLY 7.5340 hectares (7.5340ha) more or less being Lot 8 on Deposited Plan S31461 ALL such parcels of land being part of the land in Certificates of Title Volume 24C Folio 132 and Volume 25B Folio 465 (South Auckland Registry), the said Lots 2 3 and 6 Deposited Plan S31461 being subject to Water Supply Easement created by H221504.2

AND WHEREAS pursuant to Section 305 of the Local Government Act 1974 THE WHAKATANE DISTRICT COUNCIL being a body corporate pursuant to the provisions of the Local Government Act, 1974 did approve the subdivisional Plan S31461 conditional upon (inter alia) upon the granting in favour of the RANGITAIKI DRAINAGE BOARD (hereinafter referred to as "the Grantee") of the Easements described in the Schedule thereon

NOW THEREFORE THIS TRANSFER WITNESSETH that in compliance with the said conditions the Grantors do hereby jointly and severally transfer and grant unto the grantee as an Easement in gross the full free uninterrupted and unrestricted right liberty and privilege from time to time and at all times hereafter to drain and discharge in any quantity following the stipulated course through along or under those portions of the said land marked "A" "B" "C" "L" "M" "O" "V" "W" "X" on the said Deposited Plan S31461 and for such purposes and from time to time if the grantee so decides to construct and lay or cause to be constructed and laid a line of underground pipes and conduits and to extend maintain alter repair renew and cleanse such pipes and conduits through along or under the said land and for such line of pipes the full and free right liberty licence and power to break and dig up the soil of the above defined portions of the said land for the said purposes

CDW
G.A.W.
P.M.A.
CDW
G.A.W.
P.M.A.
CDW
G.A.W.
P.M.A.
X
X

P.M.A.
e

AND for the purposes aforesaid or for any of them the right liberty licence and power at all times to bring upon the said land and use thereon all necessary or useful vehicles materials plant and appliances and also the right and liberty of ingress egress regress and way for the Grantee its officers engineers surveyors employees workmen contractors agents and servants with or without vehicles materials plant and appliances in over and upon the said land AND also all other rights liberties powers and authorities needful or necessary for executing maintaining and carrying on the works hereby authorised and for exercising the powers hereby granted and also together with any additional rights attaching to easements of right to drain water as contained in the Seventh Schedule of "The Land Transfer Act, 1952" TO HAVE AND TO HOLD the said rights liberties and powers henceforth and forever AND the grantee hereby jointly and severally covenant and agree the one with the other of them as follows:-

1. THE grantors so as to bind themselves as owners of the said land (and so far as they can their respective successors in title thereto) jointly and severally covenant not at any time to do or knowingly suffer to be done anything whereby the said drain or lines of pipes or any part or parts thereof may be damaged or obstructed or rendered unfit for the purpose for which it was constructed or used.

2. IT is hereby agreed and declared by and between the parties hereto that neither the grant of the rights liberties and powers aforesaid nor anything hereinbefore contained shall limit or prejudice the right of the grantors to erect and make buildings paths and other improvements on the said land provided the same be effected without interference with the said drain or pipes and in such manner as not to prevent the grantee from obtaining reasonable access thereto and not within any distance from any drain prohibited by the by-laws of the grantee or otherwise AND also that the exercise of all or any of the rights liberties licences and powers conferred upon the grantee shall not entitle the grantors or their respective successors or assigns to the payment of compensation under the provisions of any statute or law whatsoever such rights (if any) to compensation being expressly hereby waived by the grantors.

GDW
G.A.W.
X P.M. H.
GDW
G.A.W.
P.M. H.
X X

P.M. H.
le

~~In~~ Consideration of

(the receipt of which sum is hereby acknowledged)

~~Do hereby Transfer~~ to the said

~~all~~ estate and interest in the

said piece of land above described

In witness whereof these presents have been executed this _____ day of

19

~~ad~~ by the above named

presence of

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

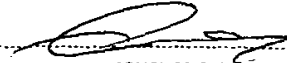


Solicitor for the Transferee.

G.D. & G.A. WILSON

~~XXXXXX~~
GRANTOR

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.



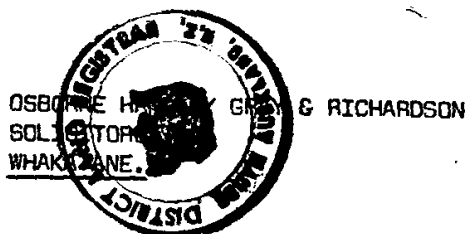
SOLICITOR FOR THE TRANSFEE

RANGITAIKI DRAINAGE BOARD

~~XXXXXX~~
GRANTEE

Particulars entered in the Registers set out in the Schedules herein at the day and hour endorsed below

Assistant Land Registrar
of the District of



Solicitors for the Transferee

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND
Penrose Print—9501(S)

District Land Registry
Hamilton No. 2
248/32 258/465
Aug 29 18 AM '82
H. Richardson
H.L.

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