

## Memorandum of Transfer

1. **CLINTON RICHARD AUSTIN ARNOLD** Engineer and **JANET DAWN SLACK** ~~Legal Executive~~ <sup>Married Woman</sup>  
both of Auckland 116

**Grantor**  
(herein called "the ~~Transferor~~") being registered as proprietor of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of <sup>North</sup> Auckland

containing 961m<sup>2</sup> more or less being Lot 7 DP 39041 CT 1038/220

**Subject to:** (i) the same restrictions as are imposed in the case of leases by section 206 Land Act 1924;

(ii) agreement as to fencing contained in Transfer 510656.

("the Land")

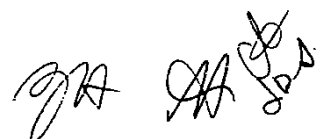
2. The Grantor has agreed to grant to **WATERCARE SERVICES LIMITED** at Auckland ("Grantee") for the purposes of its water supply activity, an easement in gross in perpetuity over that portion of the Land marked "A" (Easement Strip) on Deposited Plan 166403 on the terms and conditions set out below.

*JA* *JA*

**AND WHEREAS** the Grantor has agreed to grant by way of easement to the Grantee ("**Grantee**") the rights which are set out below in respect of the Land.

**IN CONSIDERATION** of such agreement and of the sum of one dollar (\$1) (receipt of which is hereby acknowledged) the Grantor hereby transfers and grants to the Grantee as an easement in gross for all time the full, free, uninterrupted and unrestricted right, liberty and licence from time to time and at all times to:

1. Pump, move, convey and transport water in, over, under, through and along that portion of the Land marked "A" on Deposited Plan 166403 ("**Easement Strip**") in a free and unimpeded flow (except when the flow is halted) and in any quantity.
2. Enter upon the Land by the Grantee's engineers, surveyors, employees, agents and contractors with or without vehicles, machinery, tools, equipment and materials by such route as is reasonable and practicable and to remain there for any reasonable time to do any of the following things:
  - 2.1 Lay out, excavate, fill or cover trenches in and across the Easement Strip (if necessary) and at anytime thereafter re-open or re-excavate the same.
  - 2.2 Lay, place or construct under or over the surface of the Easement Strip, pipes or other conductors of water, all appurtenances thereto, and other equipment (if necessary) within which the Grantee may desire to enclose the same ("**Pipelines**").
  - 2.3 Inspect, alter, repair, cleanse, renew, relay and otherwise maintain the Pipelines.
  - 2.4 Subject to the restrictions set out below, place on or near the surface of the Easement Strip, equipment, plant or machinery necessary for the purposes of this Easement.
  - 2.5 Remove all structures and cultivated or natural vegetation including trees and shrubs.



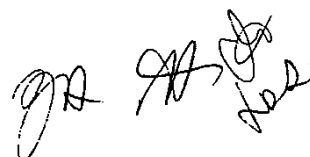
- 2.6 Construct, operate, inspect, maintain, repair, renew, replace, substitute, change and remove the Pipelines and such above ground devices or any one or more of them as the Grantee may consider necessary, convenient or desirable for the Pipelines. The expression "above ground devices" shall include (inter alia) valves, surface marker posts, test pipes and points, aerial crossing bridges and bridge abutments, metering devices, booster station bridges and fences around these devices.
- 2.7 Do and carry out on, or in the vicinity of, the Easement Strip, anything that the Grantee may consider necessary, convenient or desirable to or for the exercise by the Grantee of its rights and interests herein granted.

**PROVIDED ALWAYS THAT** in exercising such rights the Grantee shall:

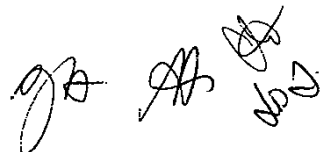
3. Keep and maintain the Pipeline and associated equipment, plant and machinery or other coverings as may be laid or constructed by the Grantee in, on and along the Easement Strip, in a good and efficient state of repair.
4. Cause as little damage as is practicable to the surface of the Land and at the cost of the Grantee effect all work with reasonable despatch.
5. At the conclusion of any work, so far and as soon as may be reasonably practicable, restore the surface of the Land to the condition in which it was in immediately prior to the commencement of such work.
6. If the occupier of the Land is other than the Grantee, where practicable, give prior notice to the occupier of the Grantee's intention to exercise all or any of the rights given hereby, and cause as little inconvenience to such occupier as may reasonably be practicable in the circumstances.

**THE GRANTOR AND THE GRANTEE ACKNOWLEDGE AND CONFIRM** that:

7. Nothing contained or implied in this Easement shall be deemed to compel the Grantee to avail itself of the Easement hereby created, and the Grantee may from time to time and at any time discontinue and thereafter recommence the conveying of water through the Pipelines at will.



8. The Grantor will not place any buildings, erections, fences, plant or permanent improvements of any nature, or allow or suffer to grow any tree or shrub, nor do, permit or suffer to be done any act, whereby the rights, powers, licences and liberties hereby granted to the Grantee may be interfered with or affected in any way, or which could damage, endanger or interfere with the Pipelines.
9. The Grantee may grant any licence or right in respect of any estate or interest conferred by this Transfer and may assign any such estate or interest.
10. The rights and powers specified in the Seventh Schedule of the Land Transfer Act 1952 and implied in all registered easements by section 90D of the said Act shall apply, except where they are inconsistent with the provisions of this Easement, in respect of the Easements hereby created.
11. Should the Grantor suffer any loss or damage in consequence of any work undertaken by the Grantor pursuant to clause 2, the Grantee shall compensate the Grantor for any such loss or damage at a sum to be agreed, or, in the event that agreement cannot be reached, as determined by a single arbitrator, if the parties can agree on one, but otherwise to two arbitrators (one to be appointed by either party) and an umpire (to be appointed by the arbitrators before entering upon the reference), whose decision shall be final and binding on the parties.
12. This grant and the covenants and conditions herein set forth shall be binding upon the executors, administrators, successors in title and assigns of the Grantor and the Grantee.

Handwritten signatures and initials in black ink, including a large signature on the left and several smaller initials on the right.

~~In Consideration of the sum of~~

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all the Transferor's estate and interest in the said piece or pieces of land

In witness whereof these presents have been executed this 1st day of September 1995

Grantor  
Signed by the Transferor  
CLINTON RICHARD *Clinton R. L. Arnold*  
AUSTIN ARNOLD and  
JANET DAWN SLACK *Janet*  
(by the affixing of its common seal)

Signed on behalf of  
**WATERCARE SERVICES LIMITED** by:  
*A.P. Holman* ..... Director  
*Anthony Paul Holman*

in the presence of:  
*[Signature]* ..... Witness

*[Signature]* ..... Secretary  
*Stephen George Hall*  
Witness to signature:

*Solicitor* ..... Address  
*Accountant* ..... Occupation

Signature... *[Signature]*  
*Andrew Dawn Brockley*  
Occupation... *Accountant*

Mary Anne Shanahan  
Solicitor  
Auckland

Address... *26 Tiffany Close, Manukau City*

**MEMORANDUM OF TRANSFER**

*Registered in Transfer*

Correct for the purposes of the Land Transfer Act 1952

*[Signature]*

**CRA ARNOLD & J D SLACK**

Grantor  
Transferor

SOLICITOR FOR THE TRANSFEREE

.....WATERCARE SERVICES LTD.....

Grantee  
Transferee

I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952.

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

SOLICITOR FOR THE TRANSFEREE

Assistant / District Land Registrar of the

I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

District of

*[Signature]*

SOLICITOR FOR THE TRANSFEREE

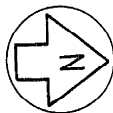
RUSSELL MCVEAGH MCKENZIE BARTLEET & CO  
SOLICITORS  
AUCKLAND (W L LIM)

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST. LAND REGISTRAR

10.15 07.SEP 95 C891841

20

*10/5/95*



Approved Signed on behalf of  
 WATERCARE SERVICES LIMITED  
 DIRECTOR *[Signature]*  
 SECRETARY *[Signature]*

WITNESS *[Signature]*  
 OCCUPATION Secretary  
 ADDRESS 35 Raymond Rd  
 Northcote  
 AUCKLAND

PROPOSED EASEMENT IN GROSS			
PURPOSE	SHOWN SERVIENT TENEMENT	GRANTEE	
WATER SUPPLY	LOT 7 DP 39041	WATERCARE SERVICES LIMITED	

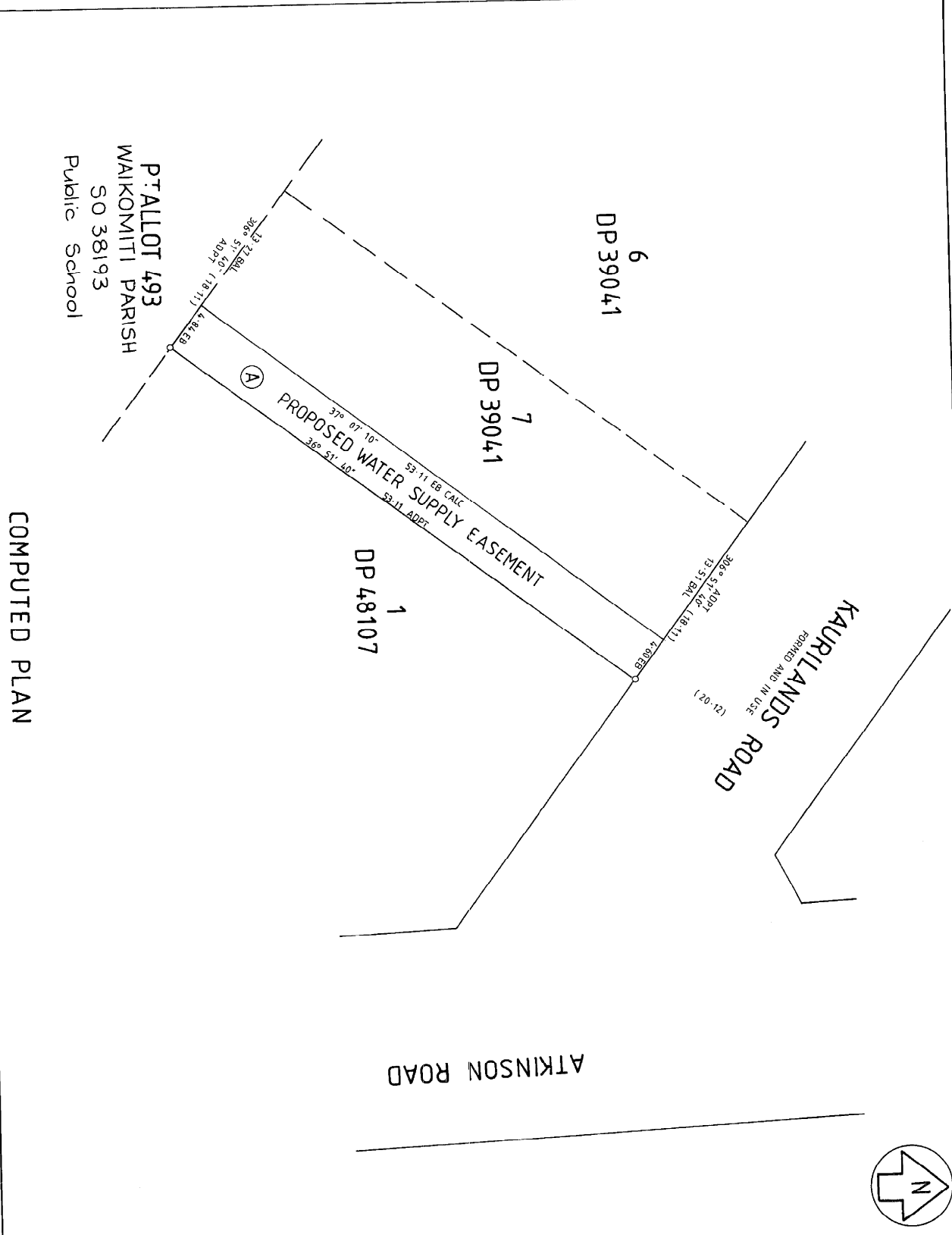
ROAD SHOWN IS LEGAL  
 ALL ADPTIONS FROM DP 39041

Total Area  
 Comprised in CT 1038 / 220 (PT)

I, PHILIP JOHN SALMON  
 Registered Surveyor and holder of an annual practicing certificate for who made and a registered survey pursuant to section 25 of the Survey Act 1980 or under my direction, that this plan has been made from surveys executed by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.  
 Dated at ONEHUNGA this 16th day of FEBRUARY 1995 Signature *[Signature]*  
 Field Book ..... Travers Book .....  
 Reference Plans DP 39041

Examined by *[Signature]* Corner Bruce J. Higgins  
 Approved as to Survey *[Signature]*  
 28/ 3/ 95  
 Deposited this 3rd day of March 1995  
 Approved by *[Signature]* District Land Registrar

File No. DP 1664 03  
 Received 28 FEB 1995  
 Instructions APPROVED 1993/03  
 DCSU FORM D'S



COMPUTED PLAN  
 PROPOSED EASEMENT OVER LOT 7 DP 39041

LAND DISTRICT NORTH AUCKLAND  
 Survey Blk. & Dist. VII TITIRANGI  
 NZMS 261 Sheet Record Map No. TITIRANGI 3

