

**CS55416.12 TE**

Under the Land Transfer Act 1952

# Memorandum of Transfer

## BY WAY OF DRAINAGE EASEMENT

WHEREAS SKYBIRD CORPORATION LIMITED at Auckland (hereinafter referred to as "the 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 those pieces of land situated in the Land District of North Auckland ~~containing~~ more particularly described in the Schedule hereto (hereinafter called "the said land")

~~more or less being~~

### SCHEDULE

Area	Lot No.	Deposited Plan	Certificate of Title
561m <sup>2</sup>	48	158119	94D/699
475m <sup>2</sup>	1	158119	94D/677
499m <sup>2</sup>	3	158119	94D/679
481m <sup>2</sup>	4	158119	94D/680
539m <sup>2</sup>	5	158119	94D/681

\*

AND WHEREAS as a condition to its approval of Deposited Plan 158119 THE WAITAKERE CITY COUNCIL (hereinafter together with its successors and assigns referred to as "the Grantee") required inter alia the creation of a Drainage Easement in gross over those parts of the said land marked V, W, X, Y and Z on Deposited Plan 158119 (such parts of the said land being hereinafter referred to as "the easement land")

- \*SUBJECT TO:
1. Memorandum of Encumbrance No
  2. Mortgage No C327572.8
  3. Mortgage No C476830.4
  4. Water Supply Easement No

NOW THIS MEMORANDUM OF TRANSFER WITNESSETH that in fulfilment of the said conditions and IN CONSIDERATION of the premises the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantee as an easement in gross full and free right liberty and license for all time hereafter to carry convey lead drain and discharge water whether rain tempest spring soakage or seepage water in any quantities on to through or over the easement land AND to collect and concentrate at such place or places on any of the roads shown on the said plan as the Grantee shall think fit all water which shall fall upon or otherwise make its way on to or be directed or diverted on to the said roads or any of them and to carry convey lead drain discharge or allow to escape in any quantities the said water from such roads or any of them on to the easement land or any part or parts thereof AND for any of the purposes aforesaid and from time to time to construct dig lay extend maintain alter repair renew and cleanse open drains pipes or conduits through over along or under the easement land or any part or parts thereof AND ALSO full power and authority for the Grantee its surveyors engineers workmen contractors agents and servants with or without horses carts motor or other vehicles and machinery plant and equipment from time to time and at all times to enter and remain for any of the purposes aforesaid upon the said land or any part or parts thereof as shall be necessary for such purposes and generally to do and perform such acts and things in or upon the easement land as may be necessary or proper for or in relation to any of the purposes aforesaid PROVIDED HOWEVER that all works authorised to be carried out hereunder shall be carried out as expeditiously as possible and with as little disturbance as possible to the surface of the said land AND PROVIDED FURTHER that the Grantee shall not be responsible for any damage caused by the exercise by it of the rights hereinbefore conferred on it or by the deposit of silt or debris on the easement land or any part or parts thereof AND IT IS HEREBY DECLARED AND AGREED that nothing herein contained or implied shall compel or be deemed to compel the Grantee to carry lead convey conduct drain or discharge water through open drains pipes or conduits on the easement land or any part or parts thereof AND THAT the Grantee may discontinue such drainage and recommence such drainage at will AND THAT nothing herein contained or implied shall abrogate limit restrict or abridge or be deemed to abrogate limit restrict or abridge any of the rights powers and remedies vested in the Grantee at common law or by statute AND the Grantor DOETH HEREBY COVENANT with the Grantee that it will not at any time hereafter do or permit the doing of any act which will in any way whatsoever interfere

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PH

with the enjoyment by the Grantee of the rights and privileges vested in or conferred on it by virtue of these presents.

IN WITNESS WHEREOF these presents have been executed the 23rd day of November 1993

THE COMMON SEAL  
CORPORATION LIMITED  
presence of:

of SKYBIRD  
was affixed in the



*[Handwritten signature]*  
(Director)  
*[Handwritten signature]*  
(Director)

**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 estate and interest in the said land above described

**In witness whereof** these presents have been executed this  
of 19

day

**Signed** by the above named

in the presence of:—

*PM.*

No.

TRANSFER OF  
BY WAY OF DRAINAGE EASEMENT

SKYBIRD CORPORATION LIMITED <sup>Grantor</sup>  
~~Transferor~~

THE WAITAKERE CITY COUNCIL <sup>Grantee</sup>  
~~Transferee~~

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

Assistant / District Land Registrar of the  
District of

Correct for the purposes of the Land Transfer Act 1952

*[Signature]*  
SOLICITOR FOR THE 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.

*[Signature]*  
SOLICITOR FOR THE TRANSFEREE

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.

*[Signature]*  
SOLICITOR FOR THE TRANSFEREE

CORBAN REVELL  
SOLICITORS  
HENDERSON  
AUCKLAND

AUCKLAND DISTRICT LAW SOCIETY 1993  
REF 4082

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3.00 23.DEC93 C 55541612  
ARTICULARS IN GENERAL  
AND REGISTERED INSTRUMENTS  
DISTRICT LAND REGISTRAR  
AUCKLAND  
940/699  
677  
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