

B304705.8
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\$10.00

Panzer Block

Approved by the Registrar-General of Land, Wellington, No. 367635.80
Approved by the District Land Registrar, North Auckland, No. 4363/80

Under the Land Transfer Act 1952

Memorandum of Transfer

TIN84 252145 DTY 1010.00

NEW ZEALAND STAMP DUTY AKS

WHEREAS

Universal Homes Limited at Auckland (hereinafter called "the Grantor")
is 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 all those pieces of land situated in the Land District of North Auckland:

~~XXXXXXXX~~

~~XXXXXXXXXXXX~~

Containing

1. 768 square metres more or less being Lot 5 Deposited Plan 85015 and being all the land comprised in Certificate of Title No. (North Auckland Registry)
2. 853 square metres more or less being Lot 6 Deposited Plan 85015 and being all the land comprised in Certificate of Title No. (North Auckland Registry)
3. 874 square metres more or less being Lot 7 Deposited Plan 85015 and being all the land comprised in Certificate of Title No. (North Auckland Registry)
4. 874 square metres more or less being Lot 8 Deposited Plan 85015 and being all the land comprised in Certificate of Title No. (North Auckland Registry)

The four pieces of land being subject to:

1. Fencing covenants in Transfers 657664 and 364367.1
2. The reservations imposed by Section 8 Coal Mines Amendment Act 1950.
3. The reservations and conditions imposed by Section 59 of the Land Act 1948.
4. Drainage easement created by Transfer A534105.

AND WHEREAS THE WAITEMATA ELECTRIC POWER BOARD a body corporate duly constituted under the provisions of the Electric Power Board Act 1925 (hereinafter called "the Grantee") requires certain rights and powers in respect of those portions of the said land shown lettered "A", "B", "C" and "D" on Deposited Plan 85015 (which said portions are hereinafter called "the easement land") for the installation therein or thereon of cables and other equipment (if necessary) relating to the supply of electric power for the future maintenance thereof.

AND WHEREAS the Grantor has agreed to grant by way of an easement in gross to the Grantee the rights which are hereinafter set out in respect of the easement land

NOW THEREFORE IN PURSUANCE OF THE SAID AGREEMENT AND IN CONSIDERATION of the Covenants on the part of the Grantee hereinafter contained the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantee as an easement in gross the perpetual right to transmit electric current through in over across on along and under the easement land TOGETHER WITH the full free and uninterrupted right from time to time and at all times TO ENTER upon the easement and by its engineers surveyors employees agents and contractors with or without vehicles (laden or unladen) machinery tools equipment and materials for all or any of the following purposes; namely for the purposes of:

- A. Placing on and in the easement land electrical equipment
- B. Making on the easement land any cuttings fillings grades batters or other works and remarking or re-opening the same
- C. Laying out excavating and filling in trenches through in over across on along and under the easement land and at any time thereafter re-opening or re-excavating the same
- D. Laying in any such trenches at such depths and in such manner as the Grantee shall think fit underground electric wires cables or other conductors of electricity and other equipment (if necessary) and any pipes and other coverings within which the Grantee may desire to enclose the same
- E. Inspecting altering repairing and renewing and relaying or otherwise maintaining such wires cables or other conductors of electricity and other equipment (if any) and such pipes or other coverings enclosing the same

F. Doing and carrying out on the easement land all and any such acts matters or things as the Grantee may consider necessary or desirable for the achievement of any of the foregoing purposes

PROVIDED ALWAYS THAT in exercising its rights hereunder the Grantee:

- (a) Shall keep and maintain all such underground electric wires cables or other conductors of electricity and any pipes or other coverings as maybe laid or constructed by the Grantee through in over across on along and under the easement land in pursuance of these presents in a good and efficient state of repair for the purposes for which the same are designed
- (b) Shall do as little damage as is practicable to the surface of the easement land consistent with the exercise of its rights hereunder and at the conclusion of any work will make good in a proper and workmanlike manner any fences buildings or other erections damaged or removed
- (c) At the conclusion of any work so far as and as soon as may be reasonably practicable shall restore the surface of the easement land to the condition in which it was immediately prior to the commencement of such work and in particular will replace the top soil in its former position and re-establish a suitable ground cover to prevent erosion of the easement land
- (d) Shall wherever possible give prior notice to the occupier of the land of which the easement land forms part of its intention of exercising all or any of the rights hereinbefore conferred; and in exercising all or any such rights shall cause as little inconvenience to such occupier as may reasonably be possible in the circumstances

PROVIDED FURTHER THAT AND NOTWITHSTANDING ANYTHING HEREIN
CONTAINED

- (i) The Grantee may charge the Grantor to the extent permitted by law the cost of any maintenance or other work (including any work incidental hereto) effected by the Grantee wherever such work is effected at the request of or for the exclusive benefit of the Grantor

- (ii) Nothing herein contained shall authorize or empower the Grantee to place any equipment on the surface of the easement land in such a manner or position as to have the effect of
 - (a) Obstructing or impeding (other than temporarily) reasonable access including where appropriate vehicle access to and from any land of which the easement land may form part

 - (b) Interfering with (other than temporarily) the reasonable enjoyment of any legal right of way affecting the same area as is affected by the easement hereby created

AND for the consideration aforesaid the Grantor

1. COVENANTS with the Grantee that the Grantor and their successors in title will not at any time hereafter:

- I. Place any buildings structures or other erections or plant or allow or suffer to grow any tree or shrub on the easement land

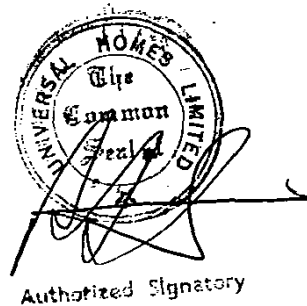
- II. Allow permit suffer condone or tolerate any act or the continuance of any condition or circumstances which in the reasonable opinion of the Grantee constitutes or may constitute an interference with or which in such opinion does or may otherwise adversely affect the exercise of

the rights (or any of them) hereby granted to the Grantee PROVIDED ALWAYS that in the absence of the prior written agreement of the Grantee the placement of telephone cables water pipes gas pipes or other services within the trench within which are contained electrical cables the responsibility of the Grantee or within one metre of such trench shall be deemed to constitute an interference within the meaning of this provision of this Transfer

2. ACKNOWLEDGES AND CONFIRMS that nothing herein contained or implied shall be deemed to compel the Grantee to transmit electricity through the easement land and the Grantee may from time to time and at any time discontinue and thereafter recommence the transmission of electricity through the same at will.

IN WITNESS WHEREOF these presents have been executed
this 8th day of June 1984

THE COMMON SEAL of)
UNIVERSAL HOMES LIMITED)
was hereto affixed)
in the presence of:-)



~~In Consideration of~~

(the receipt of which sum is hereby acknowledged)

Do hereby **Transfer** to the said

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~~

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

P. S. Inge

Solicitor for the Transferee.

Grantor

Universal Homes Limited ~~XXXXXX~~
Transferor

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

Grantee

The Waitemata Electric ~~XXXXXXXX~~
Power Board

SOLICITOR FOR THE 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

(PF) TGLS ref

Russell McVeagh McKenzie Bartleet & Co
Solicitors

AUCKLAND

Solicitors for the Transferee

AUCKLAND DISTRICT LAW SOCIETY

9.39 03 JUL 84 B 304705.8
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR

4/18/83 - 533

