

Under the Land Transfer Act 1952

Memorandum of Transfer

CREATING WATER SUPPLY EASEMENT

WHEREAS

STEPHEN GRANT CHALMERS and ELIZABETH CHALMERS (jointly) Manufacturers and LARRY NORMAN GRIFFIN and SARAH FOWLER Restaurateurs (jointly) all of Auckland (hereinafter referred to as "the Grantor")

being registered as proprietor
of an estate in fee simple as tenants in common in equal shares

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the ~~XXXX~~ of land situated in the Land District of North Auckland ~~XXXXXX~~ more particularly described in the Schedule hereto (hereinafter called "the said land")

~~XXXXXXXXXXXX~~

SCHEDULE

FIRSTLY 1.7070 hectares more or less being Lot 4 Deposited Plan 140017 and being all the land comprised and described in Certificate of Title Volume 83A Folio 863 North Auckland Registry

SECONDLY 3105m² more or less being Lot 5 Deposited Plan 140017 and being all the land comprised and described in Certificates of Title 83A/860 to 83A/863 inclusive North Auckland Registry

AND WHEREAS as a condition of its approval of Deposited Plan 140017 the WAITAKERE CITY COUNCIL (hereinafter with its successors and assigns called "the Grantee") pursuant to its powers in that regard required the creation of certain easements over those parts of the said land marked "A" and "B" on Deposited Plan 140017 (such parts of the said land hereinafter referred to as "the easement land")

STATEMENT OF PASSING OVER INFORMATION:

This information has been supplied to us by a third party. Accordingly, the Vendor and Austar Realty Limited are merely passing over this information as supplied to us by others. While we have passed on this information supplied by a third party, we have not checked, audited, or reviewed the records or documents and therefore to the maximum extent permitted by law neither the Vendor nor Austar Realty Limited or any of its salespersons or employees accept any responsibility for the accuracy of the materials. Intending purchasers are advised to conduct their own investigation.

NOW THEREFORE IN CONSIDERATION of the premises AND IN FULFILMENT of the requirement of the Grantee as to the creation of a Water Supply Easement the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantee as an easement in gross the full and free right liberty and licence from time to time and at all times hereafter to take convey and lead water in free and unimpeded flow (except when the flow is halted for any period necessary for repair or for any other reason) and in any quantity through or under the easement land and for that purpose to lay pipes or to make use of the pipes now laid beneath the surface of the easement land with full power from time to time and at all times for the Grantee its surveyors engineers workmen contractors agents and servants with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the said land and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining and replacing any pipe or pipes and to open up the soil of the easement land to such extent as may be necessary and reasonable in that regard on condition that as little disturbance as is practicable shall be caused to the surface of the easement land and that such surface shall be restored as nearly as practicable to its condition immediately before the commencement of such works and upon the further condition that any damage done in exercising the aforesaid powers is repaired at the expense of the Grantee AND IT IS HEREBY DECLARED that nothing herein contained or implied shall abrogate limit restrict or abridge any of the rights powers and remedies vested in the Grantee at law or by statute and that the Grantee is under no compulsion to exercise the easement hereby created and that the Grantee may at will discontinue from time to time the use of some or all of the said water pipes and at will again recommence the use of the same AND THE GRANTOR DOETH HEREBY COVENANT WITH THE GRANTEE so as to bind himself his successors in title or other the owners or occupiers for the time being of the said land it and they will not at any time hereafter do or permit to be done any act or allow any omission which will in

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any way whatsoever interfere with the enjoyment of the Grantee of the rights and privileges vested in or conferred on the Grantee by these presents.

IN WITNESS WHEREOF these presents have been executed
the 17th day of July 1991

SIGNED by the said)
STEPHEN GRANT CHALMERS)

in the presence of:-)

Keith Langton
Solicitor
Auckland



SIGNED by the said)
ELIZABETH CHALMERS)

in the presence of:)

Keith Langton
Solicitor
Auckland

Elizabeth Chalmers

SIGNED by the said)
LARRY NORMAN GRIFFIN)

in the presence of:)

Keith Langton
Solicitor
Auckland

Larry Griffin

SIGNED by the said)
SARAH FOWLER)

in the presence of:)

Keith Langton
Solicitor
Auckland

S.G. Fowler

720w

~~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

~~day~~

~~of~~

~~19~~

~~Signed by the above named~~

~~in the presence of~~

No.

TRANSFER OF

S.G. Chalmers, E. Chalmers
L.N. Griffin & S. Fowler Grantor
Transferor

Waitakere City Council Grantee
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

Keith Langton
SOLICITOR FOR THE TRANSFEE

I hereby certify that this transaction does not contravene the provisions of Part 11A of the Land Settlement Promotion and Land Acquisition Act 1952.

Keith Langton
SOLICITOR FOR THE TRANSFEE

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.

Keith Langton
SOLICITOR FOR THE TRANSFEE

KEITH LANGTON
BARRISTER & SOLICITOR
P.O. BOX 47114
PONSONBY

Solicitors for the Transferee

