

MEMORANDUM OF TRANSFER

Wellington

Land Registry Office

BY WAY OF EASEMENT IN GROSS**SEWAGE AND DRAINAGE EASEMENT IN FAVOUR OF THE
KAPITI BOROUGH COUNCIL**

(hereinafter called the Transferor) being registered as proprietor of an estate set out in the schedule below subject to such interests as are therein notified.

SCHEDULE A

B051980.3 TE

ESTATE	FEE SIMPLE	LEASEHOLD	LICENCE	MORTGAGE	ENCUMBRANCE
(Delete those which do not apply)					
C.T. OR DOCUMENT NO.	AREA		LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION		

ENCUMBRANCES, LIENS AND INTERESTS

WHEREAS ROBERT CHARLES HUDSON now of Paraparaumu, Colour Lithographer and MURIEL CYNTHIA HUDSON, his wife (hereinafter with their executors administrators and assigns and the registered proprietor for the time being of the undermentioned land referred to as "the grantors") are registered as proprietors of an estate in fee simple in all those parcels of land situate in the Borough of Kapiti and more particularly described in the Schedule hereto

AND WHEREAS the grantors have agreed to transfer and grant unto the KAPITI BOROUGH COUNCIL, a duly constituted Council under the Local Government Act 1974, an Easement in and over such lands for the conveyance of sewage and drainage through the said lands for disposal in such manner as the KAPITI BOROUGH COUNCIL shall determine

NOW THIS MEMORANDUM WITNESSETH that in consideration of the premises the grantors **DO TH HEREBY TRANSFER** and grant unto the Kapiti Borough Council (hereinafter with its successors and assigns referred to as "the grantee") full and free liberty and licence for all times to carry and convey sewage and drainage to and under the said parcels of land and to discharge the same beyond the said parcels of land and for such purposes from time to time to dig up to any depth and again fill in the soil of those portions of the said parcels of land marked with the

R. C. H.
M. L. H.

letters A, B, C, D and E on Deposited Plan number 64593 and to alter repair and maintain the pipes and/or concrete conduits and to lay down, construct erect and make in through and under these portions of the said land pipes and/or concrete conduits of such size as the grantee shall think fit for carrying and conveying such sewage and drainage and such man-holes valves and surface boxes as the grantee shall think fit and from time to time inspect maintain cleanse repair extend remove and enlarge such pipes and/or concrete conduits man-holes valves surface boxes and to have to the same for any such purpose access across the remainder of the said parcel of land and from time to time to repair and maintain all works in connection therewith and also full power and authority for the grantee its surveyors engineers workmen agents and servants with or without vehicles and machinery from time to time at all times enter and remain for any of the purposes aforesaid upon those portions of the said parcels ~~of land described in the schedule hereto as shall be necessary~~ for such purposes and generally to do and perform such acts and things in any upon the said lands as may be necessary or proper for or in relation to any of the purposes aforesaid and the grantor and the grantee hereby covenant and agree as follows:

1. That all works authorised to be carried out hereunder shall be carried out as expeditiously as possible with as little disturbance to the surface of the said land as possible, and upon completion of any such work the surface of the land shall be restored as nearly as possible to its original condition.
2. That the grantee will from time to time repair and make good all damage to fences gates or drains upon the said parcels of land by the carrying out of the grantee of any of the works hereinbefore mentioned.
3. That the grantor and his successors in title **will not place buildings, erections or fences upon the said parcels** of land or any of them and will not at any time hereafter do or permit or suffer any act whereby the rights powers licences and liberties hereby granted to the grantee may be interfered with or affected PROVIDED ALWAYS that this provision shall not affect any boundary fence on the said parcels of land.
4. Nothing herein contained or implied shall be deemed to compel the grantee to conduct sewage or drainage through the said drains pipes or conduits and the grantee may discontinue such drainage and recommence such drainage at will.
5. That nothing herein contained shall be deemed to restrict or abridge any of the rights powers and remedies vested in the grantee by virtue of any Statute and particularly the rights and powers implied in easements to drain sewage as set out in the 7th schedule to the Land Transfer Act 1952.

R. C. H.

M. C. H.

DATED this 10 day of December 1988.

EXECUTED by the Grantors
ROBERT CHARLES HUDSON and R.C. Hudson.
MURIEL CYNTHIA HUDSON M. C. Hudson.
in the presence of:

Witnesses
John R.
William G. S. SCHEDULE

All those pieces or parcels of land situate in the Land District of Wellington. Situate in the Borough of Kapiti being:

- First - 811m2 being Lot 1 on Deposited Plan 64593 as
described in Certificate of Title
- Secondly - 790m2 more or less being Lot 2 on Deposited Plan
number 64593 as described in Certificate of Title
- Thirdly - ^{balance} part Lot 3 on Deposited Plan 60109 being part
Certificate of Title 30D/739
- Fourthly - containing 817m2 more or less being Lot 3 on
Deposited Plan 64593 as described in Certificate of
Title
- Fifthly - 832m2 more or less being Lot 4 on Deposited Plan
64593 as described in Certificate of Title

Correct for the purposes of the Land Transfer Act.

[Signature]

Solicitor for Transferee

I hereby certify that Part IIA of The Land Settlement
Promotion and Land Acquisition Act 1952 does not apply to
the within transaction.

[Signature]

B.152821.2 Transfer ^{Solicitor for the Transferee}
surrender of the within drainage
rights insofar as they are over
the part Lot 3 of 60109 (CT 360/89)
— 5.4.1991 at 11.14am

[Signature]
AUR

TRANSFER

Particulars entered in the Register at the date and at the
time recorded below.

District Land Registrar
Assistant of the District of Wellington

SALEK TURNER CUTTANCE & PARTNERS
AND McGRATH VICKERMAN
BARRISTERS & SOLICITORS
WELLINGTON, N.Z.

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