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Approved by the District Land Registrar, Wellington, under No. A050790

(C)

(New Zealand)

MEMORANDUM OF TRANSFER
BY WAY OF EASEMENT

WHEREAS WAIKANAE LAND COMPANY LIMITED a duly incorporated company having its registered office at ^{Palmerston North} ~~Paraparaumu~~ (hereinafter called "The Grantor")

being registered as proprietor

of an estate in fee simple

subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten

or endorsed hereon, in all those pieces of land situate in the Land Registration District of

~~XX~~ Wellington FIRSTLY containing nine hundred and twenty seven square metres (927m²)

be the same a little more or less being Lot 24 on a Plan lodged for deposit in the Land Registry Office at Wellington as Number 42961 and being all of the land comprised and described in Certificate of Title volume 14D folio 1023

(Wellington Registry) SECONDLY containing seven hundred and sixteen square metres (716m²) be the same a little more or less being Lot 38 on a Plan lodged for deposit in the Land Registry Office at Wellington as Number 42960 and being all of the land comprised and described in Certificate of Title volume 14D folio 991

(Wellington Registry) THIRDLY containing seven hundred and six square metres (706m²) be the same a little more or less being Lot 37 on a Plan lodged for deposit in the Land Registry Office at Wellington as Number 42960 and being all of the land comprised and described in Certificate of Title volume 14D folio 990

(Wellington Registry) FOURTHLY containing eight hundred and ninety six square metres (896m²) be the same a little more or less being Lot 29 on a Plan lodged for deposit in the Land Registry Office at Wellington as Number 42961 and being all of the land comprised and described in Certificate of Title volume 14D folio 1028

(Wellington Registry) (hereinafter together referred to as "the servient tenements") AND WHEREAS THE CHAIRMAN COUNCILLORS & INHABITANTS OF THE COUNTY OF HOROWHENUA (a body duly constituted under The Counties Act 1956 (hereinafter called "the Grantee")) is the local authority within whose jurisdiction the said lands are situated AND WHEREAS the Grantor has submitted to the Grantee as required in terms of Section 22 of the Counties Amendment Act 1961 a scheme plan providing for a subdivision of certain lands owned by the Grantor including the servient tenements AND WHEREAS as a condition of approving the said plan the Grantee requires the Grantor to provide for the conveyance of sewage over the servient tenements in the

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manner hereinafter appearing AND WHEREAS the Grantor has agreed to grant such rights and such further rights incidental thereto as hereinafter set out NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of these premises the Grantor DOETH HEREBY GRANT TRANSFER AND CONFIRM unto the Grantee its successors and assigns full and free liberty licence right power and authority from time to time and at all times hereafter to make construct and lay down and forever to maintain a line of sewage pipes of such size or sizes as the Grantee from time to time may reasonably require in and under those portions of the servient tenements shown on the said Plans 42960 and 42961 and marked with the letters "B" "C" on Plan 42960 and "A" "D" on Plan 42961 (and being hereinafter referred to as "the sewage easement") and running firstly in an east west direction into Ara-Kuaka Street and then in a north south direction from Ara-Kuaka Street to Tutere Street as shown on the said Plans 42960 and 42961 and to discharge the same beyond the servient tenements as shown and for the purpose of these presents the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantee full and free liberty for the Grantee its surveyors workmen agents employees servants and licensees to do perform and execute all or any of the following acts matters and things that is to say:

1. EITHER with or without implements tools machinery materials and other things and either on foot or with vehicles of any description laden or unladen at all times to enter upon the sewage easement and to erect machinery and place other erections thereon for the purpose of forming/^{and}constructing drains and distributing and laying sewage pipes as aforesaid drains or concrete conduits or executing any other act matter or thing that may lawfully be done performed or executed by virtue of these presents.

2. FOR any other purposes mentioned in these presents to break up and sink make excavate and construct and refill trenches and shafts on the sewage easement and to remove and carry away any surplus earth clay gravel stones and other spoil which shall be taken out of the sewage easement and shall be surplus to the Grantee's requirements in its exercise of any of the rights and powers hereby confirmed.

3. TO open up remove or replace any sewage pipes drains or concrete conduit as often as occasion shall require for the purpose of inspecting cleansing amending renewing or repairing the same and/or maintaining the same in good and satisfactory repair order and condition and for any of the purposes herein mentioned to install cleaning boxes and cleaning eyes along any respective lines of pipes laid at such intervals as the Grantee may require.

4. GENERALLY upon the sewage easement to do perform and execute any other act matter or thing necessary or expedient for any of the purposes aforesaid.

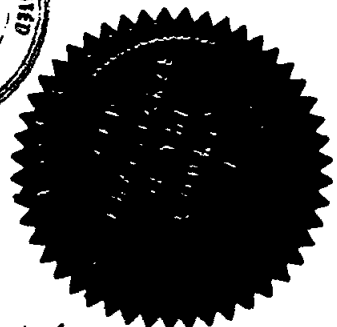
AND THE GRANTEE hereby covenants with the Grantor that in forming and constructing drains and in laying any sewage pipes drains or concrete conduits and in opening up the soil and inspecting repairing and cleaning

and renewing any sewage pipes drains or concrete conduits the Grantee will cause as little damage as possible to the surface of the sewage easement and will restore the surface as nearly as possible to its former condition or state and as the case may be and will replace the turf thereon AND THE GRANTOR DOETH HEREBY COVENANT with the Grantee that it will not at any time hereafter do any act matter or thing whereby the free and uninterrupted flow of sewage through any drains or sewage pipes or concrete conduits may be in any way interrupted or restricted and shall not erect any building or buildings or lay down any concrete yard or any other kind of structure on or under the surface of the sewage easement which shall in any way obstruct or prevent the Grantee at any time from completely uncovering any sewage pipes drains or concrete conduits for the purpose of cleansing repairing or renewing the same and/or maintaining the same in good and satisfactory repair order and condition AND THE GRANTOR DOETH HEREBY FURTHER COVENANT with the Grantee that it will not plant any trees or hedges directly over any sewage pipes drains or concrete conduits or so close thereto that the roots of such trees or hedges shall be likely to damage or disturb in any way any sewage pipes drains or concrete conduits AND IT IS HEREBY FURTHER DECLARED AND AGREED between the parties that the foregoing rights shall be deemed to be binding on the parties only when executed.

IN WITNESS whereof these presents have been executed this 6th day of June One thousand nine hundred and seventy five (1975).

THE COMMON SEAL of WAIKANAE LAND COMPANY LIMITED was hereunto affixed by and in the presence of:

R. G. Crago Secretary / Director



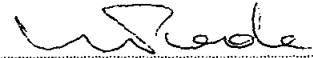
THE COMMON SEAL of THE CHAIRMAN, COUNCILLORS & INHABITANTS OF THE COUNTY OF HOROWHENUA was hereunto affixed pursuant to a resolution of the Horowhenua County Council passed on the 12th day of December 1973 in the presence of:

..... *J. S. Blenkhorn* Chairman
 *R. B. Dexter* Councillor
 *[Signature]* County Clerk

Correct for the purposes of the Land Transfer Act.

TRANSFER OF BY WAY OF EASEMENT

situated in the Land Registration District
of Wellington



Solicitor for the ~~TRANSFEREE~~ Grantee

WAIKANAE LAND CO LIMITED, ~~Vendor~~ Grantor

THE CHAIRMAN COUNCILLORS ~~Purchaser~~ Grantee
& INHABITANTS OF THE COUNTY
OF HOROWHENUA

I hereby certify that Part IIA of the Land Settlement, Promotion and Land Acquisition Act 1952 does not apply to the transaction evidenced by this instrument.



Solicitor for the ~~TRANSFEREE~~ Grantee

Particulars entered in Register as shown in the Schedule of Land herein on the date and at the time stamped below.

PARK, CULLINANE, TURNBULL & PARTNERS

Solicitors,

Levin and Otaki.



The easement created by the within Transfer is subject
to the provisions of section 27(1)(b) of the Conveyances
Amendment Act 1981.

[Signature] DLR. 07.36.90.9

140/90, 901,

140/1023, 1028,
DISTRICT LAND REGISTRY,
WELLINGTON NO. 8

