

Under the Land Transfer Act 1952

Memorandum of Transfer

B361688.5
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WHEREAS WAIPUKEMARA MARKETING COMPANY LIMITED at Wellington
(hereinafter together with its successors and assigns called "the Grantor")
(~~herein called "the Transferor"~~) being registered as proprietor of an estate
of fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten
or endorsed hereon in that piece of land situated in the Land District of Wellington
containing 2.3757 hectares

more or less being Lot 3 on Deposited Plan 77725 and being all that land comprised
and described in Certificate of Title No. 448/98 (hereinafter called "the Land")

AND WHEREAS the Grantor has agreed to grant to the KAPITI COAST DISTRICT COUNCIL a Body Corporate duly constituted under the provisions of the Local Government Act 1974 (hereinafter called "the Grantee") the rights interests and licences in respect of the said land hereinafter set forth

NOW THEREFORE IN CONSIDERATION of the sum of ten (10) cents if demanded the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantee subject to the following covenants conditions and restrictions as an easement in gross the full free right liberty and licence TO CONVEY STORMWATER through those portions of the said land marked "A", "W" and "X" on a plan lodged for deposit under Number 77725 AND FOR THAT PURPOSE the Grantee its servants workmen and agents with or without vehicles laden or unladen and with tools machinery and equipment may from time to time and at all times as occasion shall require enter upon the said parcels of land marked "A", "W" and "X" as aforesaid and such other areas surrounding as may be necessary or convenient and construct equip maintain repair alter renew and operate on the said parcels of land marked "A", "W" and "X" such machinery and equipment associated therewith as the Grantee may from time to time require PROVIDED THAT the Grantee shall do as little damage as possible to the surface of the said land and any vegetation fences or erections thereon AND PROVIDED ALSO that any opening in the surface of such land shall be filled in by the Grantee as soon as possible after the necessary work for which such opening was made has been completed and the surface levelled off in a proper manner and resurfaced if necessary to restore it to the condition it was in prior to the work being done and all damage (if any) to fences or other erections on the said land made good and restored to their prior condition in a proper and workmanlike manner AND THE GRANTOR HEREBY COVENANTS WITH THE GRANTEE that the Grantor will not place any buildings or erections or plant or allow or suffer to grow any tree or shrub on the said portion of the said land and will not at any time hereafter do permit or suffer to be done any act whereby the rights powers licences and liberties hereby granted to the grantee may be interfered with or affected in any way.

PROVIDED ALWAYS that the Grantee shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the Grantee's land and any adjoining land of the Grantor but this fencing covenant shall not enure for the benefit of any subsequent purchaser of the Grantee's land.

~~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 *May* 19 *94*

2nd

day

Signed by the above named
WAIPUKEMARA MARKETING COMPANY LIMITED
by the affixing of its Common Seal
in the presence of:—

W. L. L.
Director
J. L. L.
Director



SOLE COPY.

No.

TRANSFER OF

WAIPUKEMARA MARKETING COMPANY LIMITED

Grantor
~~Transferor~~

KAPITI COAST DISTRICT COUNCIL

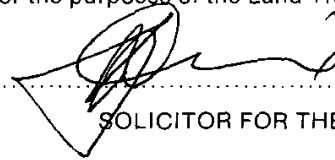
Grantee
~~Transferee~~

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 1952



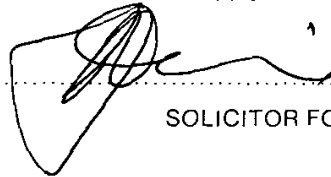
SOLICITOR FOR THE TRANSFEREE
Grantor

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



SOLICITOR FOR THE TRANSFEREE
Grantee

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.



SOLICITOR FOR THE TRANSFEREE
Grantee

Subject to Section 243(a)
Resource Management Act
1991

 ALR

Simpson Grierson Butler White
Solicitors
44 - 52 The Terrace
(PO Box 2402)
WELLINGTON

AUCKLAND DISTRICT LAW SOCIETY 1993
REF 4092

