Approved by the Registrar-General of Land, Wellington. No. 065547 NEW ZEALAND

EASEMENT IN GROSS BY WAY OF

MEMORANDUM OF TRANSFER NL

Wellington *Land Registry Office*

WHEREAS SHERLOCK DEVELOPMENTS LIMITED at Lower Hutt (hereinafter together with its successors and assigns referred to and included in the term "the Grantor")

B266115.4 TE

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

SCHEDULE A

ESTATE: FEE SIMPLE ~~LEASEHOLD~~ ~~CROWN LEASE~~ ~~CROWN GRANT~~ ~~LICENCE~~ (Delete those which do not apply)		
C.T.	AREA	LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.
Part CT 34C/955	1. 5547m²	Lot 10 on Deposited Plan 74371
	2. 733m²	Lot 12 on Deposited Plan 74371
	3. 505m²	Lot 13 on Deposited Plan 74371
	4. 1114m²	Lot 14 on Deposited Plan 74371

ENCUMBRANCES, LIENS AND INTERESTS

1. Subject to
418590 Transfer containing Fencing Covenant
B 034520.2 Transfer containing Fencing Covenant
Mortgage B 059169.1

2. Subject to
418590 Transfer containing Fencing Covenant
B 034520.2 Transfer containing Fencing Covenant
Mortgage B 059169.1

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3. Subject to
418590 Transfer containing Fencing Covenant
B 034520.2 Transfer containing Fencing Covenant
Mortgage B 059169.1

4. Subject to
418590 Transfer containing Fencing Covenant
B 034520.2 Transfer containing Fencing Covenant
Mortgage B 059169.1

WHEREAS The Grantor has agreed to TRANSFER AND GRANT unto THE KAPITI COAST DISTRICT COUNCIL a body corporate under the Local Government Act 1974 (hereinafter together with its successors and assigns referred to and included in the term "the Grantee") an easement in and over the Lots 10, 12, 13 and 14 on Deposited Plan 74317 (hereinafter referred to as "the servient tenements") for the conveyance of stormwater and surface water through the same in connection with the Grantee's drainage system.

NOW THIS MEMORANDUM WITNESSETH that in consideration of the premises the Grantor DOTH HEREBY TRANSFER AND GRANT unto the Grantee full free uninterrupted and unrestricted right liberty and licence, from time to time and at all times to drain discharge or convey stormwater and surface water through and under those portions of the servient tenements marked on Deposited Plan ~~74317~~ 74371 as set out in Schedule B below:

S C H E D U L E B

Servient Tenement	Marked
Lot 10	"A"
Lot 12	"B"
Lot 13	"C"
Lot 14	"D"

(all such stormwater and surface water together hereinafter called and included in the expression "the said drainage") in any quantities for the purpose aforesaid in such pipes and/or concrete conduits or whatsoever nature as the Grantee's Engineer shall determine **AND** for such purposes to use the pipes and/or concrete conduits, manholes, valves, surface boxes and/or other appliances or apparatus already laid therein or which may hereafter be laid pursuant to the powers hereinafter set out (and it is hereby agreed that the terms "the said appliances" or "appliances" shall, where either of the same is hereinafter used, include all or any of the said pipes and/or concrete conduits, manholes, valves, surface boxes and/or other apparatus whether already laid or otherwise as aforesaid) and from time to time to dig up and again fill in so much of the soil of the said servient tenements as shall be necessary and to alter repair and maintain the said appliances and to lay down construct erect and make in through or under such portion, as abovedescribed, of the said servient tenements such additional or other appliances of whatsoever nature and of such size as the Grantee's Engineer shall think fit for carrying and conveying the said drainage and from time to time to inspect, maintain, cleanse, repair, extend, remove and enlarge

CONSENT OF MORTGAGEE

OF SERVIENT TENEMENTS

THE NATIONAL BANK OF NEW ZEALAND the mortgagee of the Servient Tenements hereinbefore defined under Memorandum of Mortgage No. B 059169.1 HEREBY CONSENTS to the grant of the foregoing Stormwater Drainage Easement in Gross but without prejudice to the Mortgagee's rights powers and remedies under the said mortgage.

Dated at Wellington this 14th day of July 1992

SIGNED by the said)
THE NATIONAL BANK OF)
NEW ZEALAND LIMITED)

Signed by
The National Bank of New Zealand Ltd
By its attorney
RODNEY THOMAS PETER LYONS
In the presence of

in the presence of:

Bank Officer
Wellington

2.50 27.NOV92 B 263115

PARTICU[illegible] LAND
LAND REGISTRY WELLINGTON

ASST LAND REGISTRAR

The National Bank of New Zealand Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, RODNEY THOMAS PETER LYONS of Wellington in New Zealand a Deputy Senior Manager Branch Lending of The National Bank of New Zealand Limited hereby certify:-

1. That by Deed dated the 21st day of July 1988 deposited in the Lands and Deeds Registry Office at Wellington as No. 940072.1 and whereof a copy is deposited in the Lands and Deeds Registry Office at:

Auckland	as No.	B881593.1	Hokitika	as No.	079957
Blenheim	as No.	142597	Invercargill	as No.	154676.1
Christchurch	as No.	760060	Napier	as No.	497340.1
Dunedin	as No.	709926	Nelson	as No.	281208.1
Gisborne	as No.	171633.1	New Plymouth	as No.	352961
Hamilton	as No.	817208			

The National Bank of New Zealand Limited (hereinafter called "the Bank") did constitute and appoint such person as may for the time being be appointed by the Bank to act as the Chief Executive of the Bank to be the Attorney of the Bank with the powers and authorities set out in clauses 1 to 15 of the Deed.

2. THAT by the same Deed the Bank constituted and appointed each and every person for the time being appointed by the Bank to act as:

(i) a Deputy Chief Executive of the Bank;
(ii) a General Manager of the Bank;
(iii) a Deputy General Manager of the Bank;
(iv) a Regional Manager of the Bank;
(v) an Assistant General Manager of the Bank;
(vi) the Chief Manager Lending of the Bank;
(vii) a Senior Manager Corporate Banking of the Bank;
(viii) a Senior Manager Branch Lending of the Bank;
(ix) a Deputy Senior Manager Branch Lending of the Bank;
(x) the Manager Lending Administration of the Bank;
(xi) the Company Secretary of the Bank;
(xii) the Chief Financial Officer of the Bank;

to be the Attorney of the Bank with the powers and authorities specified in clause 12 of the Deed (which relates, among other things, to the execution of documents).

3. THAT I am a Deputy Senior Manager Branch Lending of the Bank and as such am a person for the time being entitled to exercise the powers and authorities specified in clause 12 of the said Deed.

4. THAT at the date hereof I have not received any notice of the winding-up of the Bank or other revocation of the said Deed.

Dated at Wellington this 14th day of July 1992

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such appliances **AND** to have to the same, for any such purpose or purposes, access across the remainder of the said servient tenements **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, engineer, workmen, agents and servants with or without vehicles and machinery from time to time and at all times to enter and remain for any of the purposes aforesaid upon such portion of the said servient tenements as shall be necessary and generally to do and perform such acts and things in or upon the said servient tenements as may be necessary or proper for or in relation to any of the purposes aforesaid AND FOR THE CONSIDERATION AFORESAID the Grantee DOTH HEREBY COVENANT AND AGREE with the Grantor as follows:-

1. THAT THE GRANTEE shall and will at all times repair and maintain all appliances and any other works as aforesaid as may be laid down contructed or erected in or under the said servient tenements in pursuance of these presents in a good and efficient state of repair for the purposes for which the same are designed and will prevent the same from becoming a nuisance.

2. THAT IN THE EVENT of the Grantee entering into and upon the said servient tenements for the purpose of repairing the said appliances or other works as aforesaid **AND** for any of the purposes aforesaid, the Grantee shall and will carry out and complete the same with as little disturbance to the surface thereof as possible and shall and will immediately upon the completion of any such work thereon, but subject always to the provisions of clause 4 hereof, restore the surface thereof as nearly as possible to its original condition.

3. THAT THE GRANTEE will from time to time repair and make good all damage to fences, gates or drains in, upon or around the said servient tenements caused by the carrying out by the Grantee or any of the works hereinbefore mentioned.

AND THE GRANTOR HEREBY COVENANTS with the Grantee -

4. THAT THE GRANTOR WILL NOT at any time hereafter do permit or suffer any act or thing whereby the rights, powers, licences and liberties hereby granted to the Grantee may be interfered with or affected **AND IN PARTICULAR** the Grantor hereby covenants with the Grantee that the Grantor will not place any buildings, erections, trees, shrubs or concrete in or on the said servient tenements such as will interfere with the proper maintenance or proper carrying out of any of the works aforesaid **AND THE GRANTOR FURTHER COVENANTS** that the Grantor will not erect any building or lay any concrete on or over any part of the land affected by the easments hereby created without the prior consent in writing

of the Grantee first had and obtained and then subject only to the condition that if at any time it should become necessary in the carrying out of any of the works aforesaid to uplift any floor or to interfere with any wall or any part of any such building or any part of any such concrete **THEN THE GRANTOR** shall at the cost and expense of the Grantor in all things restore or reinstate the said building or part thereof or other work, and the Grantee shall be under no liability in respect thereof and if by reason of the Grantor having erected a building or laid concrete on or over the said land affected by the easements hereby created the Grantee is put to any additional expense in exercising any of its powers hereunder then the Grantor will indemnify the Grantee against such additional expenses and the additional expenses shall constitute a debt due to the Grantee by the Grantor and may be recovered by the Grantee as and for liquidated damages.

AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO

5. NOTHING HEREIN CONTAINED or implied shall be deemed to compel the Grantee to conduct the said drainage through the said appliances and the Grantee may discontinue the same at will.

6. THAT the powers and remedies hereby given to the Grantee are in addition to all other powers and remedies conferred on it by the Local Government Act 1974, the Public Works Act 1981 and by any other act, regulation or statutory requirement thereunto it enabling **AND** the exercise by the Grantee of any power or remedy under these presents or under any such provision as aforesaid shall not prejudice its authority to exercise any other such power or remedy.

7. THE COSTS OF AND INCIDENTAL HERETO shall be borne by the Grantor.

IN WITNESS WHEREOF these presents have been executed the 25th day of August One thousand nine hundred and ninety two (1992).

~~THE COMMON SEAL OF SHERLOCK DEVELOPMENTS LIMITED as Grantor was hereunto affixed in the presence of~~

as Grantee

.....

.....

The Common Seal of Kapiti Coast District Council was hereunto affixed in the presence of

THE COMMON SEAL OF THE KAPITI COAST DISTRICT COUNCIL

Deputy MAYOR

B.C.

GENERAL MANAGER 10/7/92

THE COMMON SEAL of
SHERLOCK DEVELOPMENTS LIMITED
as Grantor was hereunto affixed
in the presence of:



.....
DIRECTOR

.....
DIRECTOR

SHERLOCK DEVELOPMENTS LIMITED

Grantor

THE KAPITI COAST DISTRICT COUNCIL

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

Correct for the purposes of the Land Transfer Act.

Solicitor for ~~Transferee~~
Grantee

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

Solicitor for the ~~Transferee~~
Grantee

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

District Assistant *Land Registrar of the District of*

TRANSFER

The easements created herein are subject to section 309(1)(a) Local Government Act 1974

A.J.R

s 309(1)(a)

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4A/554, 558, 556, 557

DISTRICT LAND REGISTRAR

ROSSPARTNERS
SOLICITORS
UPPER HUTT

THE CAXTON PRESS, CHRISTCHURCH