

S486529 TE

(Approved by the District Registrar, Auckland, No. 3360)

(New Zealand)

(C)

Under the Land Transfer Act, 1962

Memorandum of Transfer

W H E R E A S DAVID THOMAS IRETON of Whakatane, Plumber (hereinafter called "the grantor") is ~~being~~ registered as proprietor ... of an estate in 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 South Auckland.

containing TWO RODS THIRTY THREE DECIMAL EIGHT ...

PERCHES (2 rds. 33.8ps.)

more or less being Lot 1 on a plan of survey lodged for deposit in the Land Transfer Office under Number S.14038 being the whole of the land comprised and described in Certificate of Title Volume Folio ... (South Auckland Registry)

AND WHEREAS the grantor has agreed to transfer and grant unto the MAYOR COUNCILLORS AND CITIZENS OF THE BOROUGH OF WHAKATANE a body corporate under and by virtue of the Municipal Corporations Act, 1934 an easement over and through part of the land of the grantor for the conveyance of water whether rain tempest spring surface soakage or seepage water from the Borough of Whakatane and neighbouring localities through the said land for disposal thereof in such manner as the Mayor, Councillors and Citizens of the Borough of Whakatane shall determine .. NOW THIS MEMORANDUM WITNESSETH that IN CONSIDERATION of the premises the grantor DOTH HEREBY TRANSFER AND GRANT unto the MAYOR COUNCILLORS AND CITIZENS OF THE BOROUGH OF WHAKATANE (hereinafter together with its successors and assigns referred to as and included in the term "the grantee") the following rights easements and privileges:

- (a) The right to construct erect lay excavate extend open drains and/or drainage pipes or concrete conduits of such dimensions as the grantee shall think fit through or under that portion of the said land coloured blue and having the dimensions shown on the said plan lodged for deposit and marked on the said plan "Pt. Lot 1 to be Drainage Easement 45.45 lks. wide" (hereinafter referred to as "the easement strip").
- (b) The right from time to time and at all times hereafter to discharge convey and drain into and through the said open drains and/or drainage pipes or concrete conduits all water whether rain tempest spring surface soakage or seepage in any quantities from the Borough of Whakatane and neighbouring localities for the purpose of discharging and disposing of such water.
- (c) The right from time to time to construct alter repair maintain extend renew and cleanse the said open drains and/or drainage pipes or concrete conduits and from time to time to lay down construct .. erect and make on through and under the said easement strip other .. or larger open drains and/or drainage pipes or concrete conduits of such size as the grantee may deem necessary for the time being for carrying and conveying the said water and also from time to time to construct on the said easement strip such manholes surface boxes .. pumps and pump-houses as the grantee may deem necessary to ensure ..

Handed to Mr. J. H. T. 10.3.70 - 3719 - T & T.

the satisfactory and continuing conveyance and discharge of the said water.

- (d) The right to dig and excavate the soil of the said easement strip to such extent and depth as the grantee shall deem to be necessary for the carrying out or performing of all or any of the works aforesaid.
- (e) The right for the grantee its surveyors engineers agents workmen and servants with or without horses carts and motor vehicles of all kinds and machinery from time to time to enter upon the land of the grantor for the purpose of exercising all or any of the foregoing .. works on the said easement strip and for the purpose of from time to time inspecting the said works and generally for doing and performing of all acts and things as may be necessary or proper for or in .. relation to any of the purposes aforesaid and for the consideration aforesaid the grantee and the grantor DO HEREBY COVENANT AND AGREE the one with the other as follows:
- (i) That the grantee shall and will at all times at its cost repair .. cleanse and maintain all such open drains and/or drainage pipes .. or concrete conduits including any manholes and/or surface boxes.. as may be constructed laid down or erected in or under the said .. easement strip in pursuance of these premises in a good and sufficient state of repair for the purpose for which the same are designed and will prevent the same from becoming a nuisance.
- (ii) That in the event of the grantee entering into and upon the said .. easement strip for the purpose of maintaining cleaning or repairing the said open drains and/or pipes or concrete conduits .. or any of the other works authorised to be carried out hereunder.. the grantee shall and will carry out and complete the same with .. as little disturbance to the surface of the said easement strip .. as possible and shall and will immediately upon completion of any such work thereon restore the surface of the said easement strip.. as nearly as possible to its original condition and will sow in .. pasture grasses to be approved by the grantor such part as shall .. require the same by reason of disturbance thereof.
- (iii) That the grantee will from time to time repair and make good all .. damage to the land of the grantor and the improvements thereon ... caused by the carrying out by the grantee of any of the works hereinbefore mentioned.
- (iv) The grantor covenants not to place any buildings erections or fences on the said easement strip without the written consent of .. the grantee first had and obtained and will not at any time hereafter do permit or suffer any act whereby the rights powers .. licences or liberties granted to the grantee may be interfered ... with or affected.
- (v) Nothing herein contained or implied shall be deemed to compel the grantee to convey or conduct water through the said open drains .. and/or pipes or concrete conduits and the grantee may discontinue such conveyance at will and nothing herein contained or implied .. shall in any way limit or derogate the many rights powers or privileges vested in or imposed upon the grantee or any other local authority in its capacity as a local authority having the .. control or oversight of works of the nature of those hereinbefore described by any statute statutory regulation or by-law for the .. time being in force.

IN WITNESS WHEREOF these presents have been executed the 16th day
of MARCH One thousand nine hundred and ...
seventy (1970).

~~In~~ Consideration ~~of~~

~~(the receipt of which sum is hereby acknowledged)~~

~~Do hereby Transfer to the said~~

~~all~~

~~estate and interest in the~~

~~said piece of land above described~~

SIGNED by the said DAVID THOMAS IRETON
as grantor in the presence of:

D. Iretton

Shaitor
Whakatane

THE SEAL of the MAYOR COUNCILLORS AND
CITIZENS OF THE BOROUGH OF WHAKATANE was
hereunto affixed pursuant to a
resolution of the Whakatane Borough
Council passed on the 16TH day of
MARCH 1970.



A. Y. Marnett Mayor

..... Councillor

..... Councillor

Heikun

..... Town clerk

In witness whereof these presents have been executed this day of

19

Signed by the above named

in the presence of

5 486529

TRANSFER OF

DRAINAGE EASEMENT

REGISTERED IN
TRIPPLICATE

Correct for the purposes of the Land Transfer Act.

219

Solicitor for the Transferee. *Parkes*

D. T. IRETON

Grantor ~~XXXXXX~~
Transferor

I HEREBY CERTIFY THAT THIS TRANSACTION
DOES NOT CONTRAVENE THE PROVISIONS OF
PART IIA OF THE LAND SETTLEMENT PRO-
MOTION AND LAND ACQUISITION ACT 1952.

SOLICITOR FOR THE TRANSFEEE
(OR LESSEE)

WHAKATANE BOROUGH COUNCIL Grantee ~~Transferor~~

Particulars entered in the Register-Book Vol. 325

Folio 86, 326/232

the 10th day of July 1970
at 1.35 o'clock



Assistant Land Registrar
of the District of
5th Auckland

Registered in duplicate

*1st priority bond
\$2.00*

*Leholds Plan
S140 3/8*

NO

LAND & DEEDS	
Nature:	<i>Drainage Easement</i>
TANNER FITZGERALD & CO.	
10 JUL 1970	
Time:	<i>1.35</i>
Cost:	<i>\$2.00</i>
Abstract No.	<i>6989</i>

BUDDLE, HARVEY, RAMSAY & MOORE,
SOLICITORS,
WHAKATANE.

Solicitors for the Transferee

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND