TRANSFER
Land Transfer Act 1952

E 5176320.5 GRANT OF EASEMENT WI
CPY-01/01.PGS-007.09/04/02.07:45

DocID: 510341461

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

SOUTH AUCKLAND

Certificate of Title No.		All or Part?	Area and legal description -- *Insert only when part or Stratum, CT*
72D	638	All	

Transferor *Surnames must be underlined or in CAPITALS*

CHEDWORTH PROPERTIES LIMITED and GRASSHOPPER EAST LIMITED

Transferee *Surnames must be underlined or in CAPITALS*

HAMILTON CITY COUNCIL

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No .....; Right of way etc.*

Easement in gross for water (continued on page 2 of Annexure Schedule)

Consideration

$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 27th **day of** February **2002**

Attestation

Signed by Grasshopper East Limited directors:	Signed in my presence by the Transferor (Continued on page 4 Annexure Schedule)
	Signature of Witness
	Witness to complete in BLOCK letters *(unless typewritten or legibly stamped)*
Director	Witness name
	Occupation
Director	Address
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

REF: 4135 /2

EA 1

Approved by Registrar-General of Land under No. 1995/5003EF

Annexure Schedule

Registrar-General of Land Approval 95/5003EF A.D.L.S.

Insert below "Mortgage", "Transfer", "Lease" etc

Transfer Dated 27 February 2002 Page 2 of 4 Pages

Continuation of "Estate or Interest or Easement to be created"

THE Transferor has agreed to transfer and grant to **HAMILTON CITY COUNCIL** ("The Transferee") an Easement under part of the said land for the conveyance of water from land in the City of Hamilton through the said land for disposal in such manner as the Transferee shall from time to time determine.

PURSUANT to the above premises and in consideration of the sum of one dollar paid to the Transferor by **HAMILTON CITY COUNCIL** (the receipt of which sum is hereby acknowledged) the Transferor DOES HEREBY TRANSFER AND GRANT as an Easement in Gross unto the Transferee on the following terms to allow the Transferee:-

(a) Full and free right for all time to carry and convey water which **HAMILTON CITY COUNCIL** may from time to time so wish to dispose of through into and along the pipes and/or concrete conduits under that portion of the said land marked "E" and "F" on plan S.92362 ("the easement land").

(b) For such purpose from time to time to dig up to any depth and again fill in the soil of that portion of the easement land.

(c) To alter replace repair or maintain the pipes or concrete conduits thereunder.

(d) To lay down construct erect or make under such portion of the said land at a depth of not less than 450 mm pipes or concrete conduits of such sizes as the Transferee shall think fit for carrying or conveying water with such manholes valves and surface boxes as the Transferee may consider necessary.

(e) For such purposes to have the full right of access across the remainder of the said land to do any such work from time to time to repair and maintain all works in connection therewith.

(f) Full power and authority for the Transferee its servants and agents with or without vehicles and machines at any time for any of the purposes aforesaid to enter and remain upon such portions of the said land as shall therefore be necessary and generally to do and perform such acts and things in or upon the said land as may be necessary or proper for or in relation to any of the purposes mentioned.

AND FOR THE CONSIDERATION AFORESAID the Transferee covenants with the Transferor as follows:

1. THAT the Transferee shall and will at all times repair and maintain such pipes or concrete conduits as may be laid down constructed or erected in pursuance of these premises in or under those portions of the easement land in a good and efficient state of repair for the purposes of which the same were designed and will prevent the same from becoming a nuisance.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

2. THAT in the event of the Transferee desiring to enter into and upon the said land for the purpose of repairing any pipes or conduits at present installed therein or of laying down constructing or erecting any new pipes or conduits the Transferee shall give the Transferor reasonable notice in writing of its intention to perform the said work and will carry out and complete such work with as little disturbance as possible to the surface of the said land and upon completion of any such work will restore the surface thereof as nearly as possible to that pertaining when such work was commenced.

3. THAT the Transferee will from time to time repair make good all damage to fences hedges trees shrubs gates drains or other improvements in upon or around the said land caused by the carrying out by the Transferee of any of the works hereinbefore mentioned AND THE TRANSFEROR covenants with the Transferee as follows:

4. THAT the Transferor throughout the currency of this grant will not do permit or cause or suffer anything which may in any way whatever limit interfere with or detract from the exercise by the Transferee of any of the rights hereby granted, in particular (but without being limited to such matters) the Transferor will not:

(a) build, construct, erect or place any building or structure (including any fence or gate) except as designed and constructed or performed with prior written consent from, and to the satisfaction of the Transferee;

(b) deposit any fill on the easement land;

(c) ~~pave, seal or~~ plant or grow any trees or shrubs on the easement land but will ensure it is maintained in a neat and tidy condition;

(d) lay any pipes and cables for electricity, gas and telephone through the easement land other than at a depth and location first approved by the Transferee.

5. THAT nothing contained in this transfer shall be deemed to abrogate or restrict any of the rights powers or remedies vested in the Transferee by any statute and in particular by the Land Drainage Act 1908, the Local Government Act 1974, the Public Works Act 1981, the Land Transfer Act 1952, and the Resource Management Act 1991 or any of them or any amendment thereof or any act or acts passed in substitution therefore.

6. THAT paragraph 5 of the Seventh Schedule of the Land Transfer Act is varied by deleting from subparagraph (b) the words "or over", and by deleting the words in subparagraph (c) reading "or where only the position of the pipeline is defined in the easement" and substituting for them the word "and".

AND IT IS HEREBY DECLARED AND AGREED by and between the parties that nothing herein contained or implied shall be deemed to compel the Transferee to conduct water through the said pipes or conduits and that the Transferee may discontinue such drainage at will.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer Dated 27 February 2002 Page 4 of 4 Pages

IN WITNESS WHEREOF these presents have been executed the 27th day of February 2002

SIGNED for and on behalf of)
CHEDWORTH PROPERTIES)
LIMITED as Transferor in the)
presence of:)

(Director)

LUCILLE MARIA JENNER
LEGAL EXECUTIVE TO
JON WEBB
SOLICITOR
HAMILTON

~~SIGNED for and on behalf of~~)
GRASSHOPPER EAST)
LIMITED ~~as Transferor in the~~)
~~presence of:~~)

THE COMMON SEAL of **THE HAMILTON**)
CITY COUNCIL was hereunto affixed in)
the presence of:)

THE COMMON SEAL OF THE HAMILTON CITY COUNCIL

Edgar T. Armstrong ..... Councillor

..... General Manager Corporate

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

EAJ

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY OTHER THAN BONDS, FACILITY AGREEMENTS AND POWERS OF ATTORNEY

I, MARIANA MAY VAN DER HULST, of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLENHEIM (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawkes Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered B.533510.1

WESTPAC BANKING CORPORATION ABN 33 007 457 141 incorporated in New South Wales, Australia ("Westpac") appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.

2. **THAT,** at the date of this certificate, I am a manager for legal for Westpac.

3. **THAT,** at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac or otherwise.

SIGNED at Auckland
this 1st day of March 2002



CONSENT OF MORTGAGEE

WESTPAC BANKING CORPORATION the Mortgagee under and by virtue of Memorandum of Mortgage B.625840.4 hereby consents to the registration of a transfer creating land covenants, various easements, Council easement, partial discharge of mortgage in relation to Lots 50, 51, 52, 53, & 54 and issue of new certificates of title† in relation to Certificate of Title 72D/638 **SUBJECT TO AND WITHOUT PREJUDICE TO** its rights and remedies under the said Mortgage.

† all in respect of DPS 92362

Dated this 1st day of March 2002

Signed by
WESTPAC BANKING CORPORATION
by its attorney
in the presence of:

Marjana May van der Hulst

KIRSTON JANE COX
BANK OFFICER
WESTPAC BANKING CORPORATION
LEGAL SERVICES UNIT
AUCKLAND

Approved by Registrar-General
of Land under No. 1995/1004EF

Registrar-General of Land Approval 95/1004EF A.D.L.S.

TRANSFER

Land Transfer Act 1952

Law Firm Acting
SWARBRICK DIXON BARRISTERS & SOLICITORS P O BOX 19010 DX GP 20027 HAMILTON

Auckland District Law Society
REF: 4135 /4

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

(3) E $128.