

A397039 TE

MEMORANDUM OF TRANSFER

WHEREAS PURIRI STATION LIMITED A DULY INCORPORATED COMPANY HAVING ITS REGISTERED OFFICE AT KAITIA (hereinafter referred to as "the transferor") is registered as proprietor of an estate of leasehold subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Land District of North Auckland containing one thousand and eighty seven acres one rood nineteen perches (1087 : 1 : 19) more or less being Sections 44, 45 and 46 Block XIII Rangaunu Survey District and being the whole of the land comprised in Renewable Lease registered in Volume 130 folio 41 of the Register Books of the District of Auckland (hereinafter referred to as "the servient tenement") subject to Memorandum of Mortgage Number A259127 and Memorandum of Mortgage Number A259128, both to Her Majesty the Queen AND WHEREAS Her Majesty the Queen (hereinafter with her successors and assigns referred to as "the transferee") is the owner of all that piece of land situated in the Land District of North Auckland containing six hundred and fifty nine acres two roods thirty perches (659 : 2 : 30) being Allotment 57 Taipa Parish and Section 33 Block IV Mangonui Survey District (hereinafter referred to as "the dominant tenement") AND WHEREAS the transferor has agreed to transfer and grant to the transferee the right to draw water as hereinafter set out NOW THEREFORE in pursuance of the premises the transferor doth hereby transfer and grant unto the transferee

(a) The full free and uninterrupted right liberty and privilege to take water that is reasonably required for the domestic needs of the transferee and the needs of any animals for which she has responsibility and for or in connection with fire fighting purposes in free and unimpeded flow from the bore on that portion of the servient tenement shown on the diagram endorsed hereon and enclosed by broken black lines and marked "pipeline easement" thereon (hereinafter referred to as the said land) by means of a water pump and electric motor situated on the said land and to carry and convey water through the pipeline or pipelines from such pump upon in through and over the said land to the land of the transferee.

(b) The full and free right and liberty for the transferee to maintain the said bore, water pump, electric motor, and pipeline or pipelines for the transferee her tenants agents servants workmen invitees and licensees to enter at all times upon the said land for the purpose of inspecting cleansing regulating replacing repairing or renewing the said bore pump and electric motor or any or either of them and the said pipeline or pipelines with the right to open up the soil for the said purpose or to lay or place the said pipes at any varying depth below the surface of the soil as the transferee may



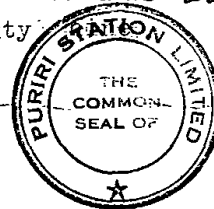
think fit but so as to cause as little damage as need be to the said surface consistent with a fair user of the said pipeline or pipelines together with the right to the transferee at all times to use and maintain the existing electric power line to the said motor and to renew the same whenever necessary without liability for damage or loss which may result to the transferor or its servants agents invitees or visitors or to its land or property from such powerline or otherwise AND the transferor admits and acknowledges that the aforesaid bore water pump electric motor and piping are the absolute property of the transferee and that the transferor has no interest either legal or equitable therein and the transferee shall be at liberty at any time to enter upon the said land and to remove all or any of the said chattels and the transferor covenants at all times to permit the full and unimpeded flow of water from the said bore to the land of the transferee and shall not itself be entitled to draw any water therefrom for any purpose whatsoever and the transferee covenants that she will pay the cost of all electric power consumed in the exercise of her rights hereunder AND IT IS FURTHER DECLARED that the easement hereby granted shall be for ever appurtenant to the said dominant tenement.

IN WITNESS WHEREOF these presents have been executed this 22<sup>nd</sup> day of April one thousand nine hundred and sixty

THE COMMON SEAL of PURIRI STATION LIMITED }  
was hereunto affixed in the presence of: }

D. A. Rolson

DIRECTOR



no it SECRETARY

SIGNED by DOUGLAS JOHN MITCHELL, Assistant Commissioner of Crown Lands for the North Auckland Land District for and on behalf of Her Majesty the Queen in the presence of: }

Smith  
Assistant Commissioner of Crown Lands

Witness: [Signature]

Occupation: Admiral Clerk

Address: Lawson and Survey Dept  
Auckland

Correct for the purposes of the Land Transfer Act

[Signature]  
Solicitor for Her Majesty the Queen

PARAPARA

RD.

Pipeline Easement

See Diagram Sec 46

Allot 56

243° 36' 23.2 243° 36' 160.9

301° 28' 178.2 247° 14' 60.2 123° 25' 140.6

Pipeline Easement

232° 42' 40" 1086.0

243° 21' 20" 235.1 243° 21' 20" 109.5

Sec 25

Allot 57

Correct  
L. T. Surveyor  
18-7-69

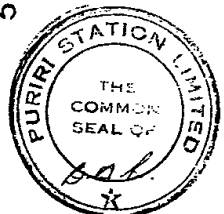


Diagram  
Not to scale

Scale: 5 chains to an inch

See also diag. on S.O. 45440

MR. H.

A397039

161/1317

REGISTERED AS SINGLE COPY ONLY.

PARTICULARS ENTERED IN THE REGISTER-BOOK  
VOL 13<sup>C</sup> FOLIO 41

THE 7 DAY OF May 1969  
AT 9.00 O'CLOCK.

*R. Lumb*

Assistant Land Registrar,  
N.T. AUCKLAND



*has noted*

1. *Deed of gift*
2. *Reserve manual Why?*

16A/278

A 388217

See 33 Block V Mangonui SD

Allot 57 Tarkenton

|              |                     |
|--------------|---------------------|
| LAND & DEEDS |                     |
| Particulars  | <i>Deed of gift</i> |
| Form         | <i>66.2</i>         |
| Date         | <i>7 MAY 1969</i>   |
| Time         | <i>9.00</i>         |
| Fee          | <i>8</i>            |
| Register No. | <i>1765</i>         |

A 388217

A 387351 ✓

