

964815.1 TE (C)

Under the Land Transfer Act, 1952

Memorandum of Transfer

ELECTRICITY EASEMENT

WHEREAS LAURA ALMA PARROTT of Auckland Secretary (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 those pieces of land situated in the Land District of North Auckland containing

NEW ZEALAND STAMP DUTY AKS

~~more or less being~~

FIRSTLY 875 square metres more or less being Lot 2 on Deposited Plan 74609 and being part Allotment 127 Parish of Waikomiti and being all of the land comprised and described in Certificate of Title Volume 30C Folio 295 (North Auckland Registry)

SUBJECT TO Fencing Covenant in Transfer A595994 and to Easement Certificate No. 865819.9 affecting Lots on Plan 74609 relating to Rights of Way (some of which easements when created will be subject to Section 351 E (1) (a) Municipal Corporations Act 1954)

SECONDLY 915 square metres more or less being Lot 3 on Deposited Plan 74609 and being part Allotment 127 Parish of Waikomiti and being all of the land comprised and described in Certificate of Title Volume 30C Folio 296 (North Auckland Registry)

SUBJECT TO Fencing Covenant in Transfer A595994 and to Easement Certificate No. 865819.9 affecting Lots on Plan 74609 relating to Rights of Way (some of which easements when created will be subject to Section 351 E (1) (a) Municipal Corporations Act 1954)

THIRDLY 829 square metres more or less being Lot 4 on Deposited Plan 74609 and being part Allotment 127 Parish of Waikomiti and being all of the land comprised and described in Certificate of Title Volume 30C Folio 297 (North Auckland Registry)

SUBJECT TO Fencing Covenant in Transfer A595994 and to Easement Certificate No. 865819.9 affecting Lots on Plan 74609 relating to Rights of Way and sewer (some of which easements when created will be subject to Section 351 E (1) (a) Municipal Corporations Act 1954)

AND WHEREAS THE WAITEMATA ELECTRIC POWER BOARD a body corporate duly constituted under the provisions of the Electric Power Boards Act 1925 (hereinafter called "the Grantee") requires certain rights and powers in respect of those portions of the above described Lots shown marked "A" "B" "C" and "D" on Deposited Plan 74609 (which said portions are hereinafter together called "the easement land") for the installation therein or thereon of cables and other equipment (if necessary) relating to the supply of electric power for the future maintenance thereof.

AND WHEREAS the Grantor has agreed to grant by way of an easement in gross to the Grantee the rights which are hereinafter set out in respect of the easement land :

NOW THEREFORE IN PURSUANCE OF THE SAID AGREEMENT AND IN CONSIDERATION of the Covenants on the part of the Grantee hereinafter contained the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantee as an easement in gross the perpetual right to transmit electric current through in over across on along and under the easement land TOGETHER WITH the full free and uninterrupted right from time to time and at all times TO ENTER upon the easement land by its engineers surveyors employees agents and contractors with or without vehicles (laden or unladen) machinery tools equipment and materials for all or any of the following purposes; namely for the purposes of :

- A. Placing on and in the easement land electrical equipment.
- B. Making on the easement land any cuttings fillings grades batters or other works and remaking or re-opening the same.
- C. Laying out excavating and filling in trenches through in over across on along and under the easement land and at any time thereafter re-opening or re-excavating the same.
- D. Laying in any such trenches at such depths and in such manner as the Grantee shall think fit underground electric wires cables or other conductors of electricity and other equipment (if necessary) and any pipes and other coverings within which the Grantee may desire to enclose the same.
- E. Inspecting altering repairing and renewing and relaying or otherwise maintaining such wires cables or other conductors of electricity and other equipment (if any) and such pipes or other coverings enclosing the same.
- F. Doing and carrying out on the easement land all and any such acts matters or things as the Grantee may consider necessary or desirable for the achievement of any of the foregoing purposes.

PROVIDED ALWAYS THAT in exercising its rights hereunder the Grantee shall :

- a) Keep and maintain all such underground electric wires cables or other conductors

of electricity and any pipes or other coverings as may be laid or constructed by the Grantee through in over across on along and under the easement land in pursuance of these presents in a good and efficient state of repair for the purposes for which the same are designed.

- b) Do as little damage as is practicable to the surface of the easement land consistent with the exercise of its rights hereunder and at the conclusion of any work will make good in a proper and workmanlike manner any fences buildings or other erections damaged or removed.
- c) At the conclusion of any work so far as and as soon as may be reasonably practicable restore the surface of the easement land to the condition in which it was immediately prior to the commencement of such work and in particular will replace the top soil in its former position and re-establish a suitable ground cover to prevent erosion of the easement land.

PROVIDED FURTHER THAT AND NOTWITHSTANDING ANYTHING HEREIN CONTAINED the Grantee may charge the Grantor to the extent permitted by law the cost of any maintenance or other work (including any work incidental hereto) effected by the Grantee wherever such work is effected at the request of or for the exclusive benefit of the Grantor.

AND for the consideration aforesaid the Grantor :

1. COVENANTS with the Grantee that the Grantor and her successors in title :

- I Will if or when effecting the placement of concrete tarseal or other sealant over the easement area ensure the provision of suitable construction joints in the concrete tarseal or other sealant over and along the actual cable route so as to minimise the extent of the damage which would be caused to the concrete tarseal or other sealant in the event that it becomes necessary for the Grantee to excavate the easement area or any part thereof at any time.
- II Will not at any time hereafter :
 - i) Place any buildings structures or other erections or plant or allow or suffer to grow any tree or shrub on the easement land.
 - ii) Allow permit suffer condone or tolerate any act or the continuance of any condition or circumstances which constitutes or may constitute an interference with or which does or may otherwise adversely affect the exercise of the rights (or any of them) hereby granted to the Grantee.

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

2. ACKNOWLEDGES AND CONFIRMS that nothing herein contained or implied shall be deemed to compel the Grantee to transmit electricity through the easement land and the Grantee may from time to time and at any time discontinue and thereafter recommence the transmission of electricity through the same at will.

In witness whereof these presents have been executed this

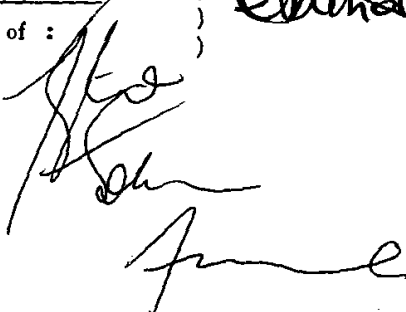
3rd day of June

1980

Signed by the above named)
LAURA ALMA PARROTT

in the presence of :





No.

**TRANSFER OF
ELECTRICITY EASEMENT**

Correct for the purposes of the Land Transfer Act.

[Signature]
Solicitor for the Transferee.

L. A. PARROTT Grantor *Transferor*

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART 11A OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

12. 200 (1) 18. 1981

Grantee

SOLICITOR FOR THE TRANSFEE

WAITEMATA ELECTRIC POWER BOARD *Transferee*

Particulars entered in the Registers set out in the Schedules herein at the day and hour endorsed below

Assistant Land Registrar
of the District of

**SHIEFF ANGLAND DEW & CO.,
SOLICITORS,
AUCKLAND.**

Solicitors for the Transferee

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND
Penrose Print—9501(S)



Dec 8 10 45 AM '80

District Land Registrar
Auckland No. 4

964815.1
300295, 296, 297



ON 300295 Transfer given
of the easement in gross over
the part hereinafter described in Plan
74609 in favour of the Waitemata
Electric Power Board — D.T.
ON 300296 as above — marked
ON 300297 — as above — same as above
of 1/3 on Plan 74609 — in favour
of —