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Memorandum of Transfer By Way of Drainage Easement.



T. 536117

37 Deceased **whereas** ALBERT PETER THOMAS of Titirangi Settler

(hereinafter called "the transferor ")

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 containing THIRTEEN ACRES AND THIRTY AND EIGHT TENTHS PERCHES more or less being Lot 9 on a Plan Deposited in the Land Registry Office at Auckland as No. 39716 which said parcel of... land is portion of Allotment 48 of the Parish of Waikomiti and part of the.. land comprised in CERTIFICATES OF TITLE VOLUME ²⁴⁴ FOLIO 125 and VOLUME..... 328 FOLIO 64 (Auckland Registry) SUBJECT to Mortgages Nos. 364071 and 364072 AND to covenant respecting fencing in Transfer No. 115765

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And whereas the transferor requested THE BODY CORPORATE KNOWN AS THE CHAIRMAN COUNCILLORS AND INHABITANTS OF THE COUNTY OF WAITEMATA (hereinafter called "the transferee") to approve of the scheme of subdivision shown on the said plan which the transferee agreed to do upon the transferor giving the easement hereafter set forth **NOW THIS INSTRUMENT WITNESSETH** that in pursuance of the said agreement and **IN CONSIDERATION** of the premises the transferor **DO TH** HEREBY TRANSFER AND GRANT unto the transferee its successors and assigns as an easement in gross full right liberty and license at all times hereafter:

- (a) TO collect and concentrate at such place or places on any of the roads shown on the said plan as the transferee shall think fit all water whether from rain tempest spring seepage or soakage which shall fall upon or otherwise make its way to or upon any of the said roads and to drain discharge or allow to escape in any quantities the said water from any of such roads onto any part or parts of the lands hereinbefore described and without being responsible for any damage caused thereby or by the deposit of silt or debris brought onto the said lands or any part or parts thereof
- (b) FROM time to time and at any time to enter upon the said lands or any part or parts thereof and thereon to dig lay construct repair maintain and inspect such drains and sewers as may be necessary or desirable for the better disposing of water which under the provisions hereof the transferee has the right to drain discharge or allow to escape from any of the said roads onto the said lands as aforesaid and to use the said drains or sewers for the purpose and as may be necessary or desirable in order to obtain the benefit of the grant hereby made Provided however that in digging laying or

Statement of Passing over Information:

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constructing any such drain or sewer the transferee shall be bound to cause to the lands upon which the same is to be dug laid or constructed as little damage as is reasonably practicable due regard being had to recognised engineering principles of drainage and to the necessity for causing a minimum of damage and inconvenience to the general body of owners or occupiers of lands which may be affected by the construction of any such drain or sewer

And the Transferor doth for himself, his executors administrators and assigns... and the registered proprietor or proprietors for the time being of the said land covenant with the transferee its successors and assigns that the transferor his executors administrators and assigns..... or such registered proprietor or proprietors as aforesaid will not at any time hereafter do or commit any act which will in any way interfere with the enjoyment by the transferee of the rights and liabilities hereby vested in it by virtue of the provisions hereof.

And it is hereby declared that the rights and immunities from liability which the transferee may now or hereafter possess by virtue of any statute or at common law shall not be prejudiced by the foregoing grant and no liability shall be created or deemed to be created upon the transferee in respect of the flow of water or solids from the point or points at which the same may enter upon or be deposited upon the said land.

In witness whereof this Instrument has been executed this 21st day of December One thousand nine hundred and fifty three.

Signed by the said ALBERT PETER

A. P. Thomas

as transferor in the presence of

W. J. Dowd
Law Clerk
Melville Cheerton Barrington
Solicitors Auckland

I, JOHN MORISON MELVILLE of Auckland in New Zealand, Solicitor, do solemnly and sincerely declare as follows:

1. I have executed the Consent endorsed on the annexed Transfer by way of Drainage Easement as the Attorney and in the name of the therein named and described MURIEL ISABEL PEAK under and by virtue of ~~of~~ certain Power of Attorney

bearing date the 25th day of May 1951 (a copy of which said Power of Attorney is deposited in the Land Registry Office at Auckland under No. 11633)

2. I have not received any notice or information of the revocation of the said Power of Attorney by death or otherwise and I verily believe the same to be in full force and effect and that the said Muriel Isabel Peak is absent from New Zealand at the date hereof.

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the "Justices of the Peace Act 1927"

DECLARED at Auckland by the said JOHN MORISON MELVILLE this 21st day of December 1953 Before me:

Handwritten signature

Handwritten signature

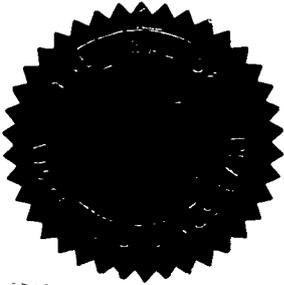
A Solicitor of the Supreme Court of New Zealand.

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THE AUCKLAND SAVINGS BANK the first Mortgagee of the withindescribed land under and by virtue of Memorandum of Mortgage No. 364071 Auckland Registry DOETH HEREBY CONSENT to the within written grant of drainage easement such consent to be binding on the bank as Mortgagee.

DATED at Auckland this 21st day of December 1953

THE COMMON SEAL of the AUCKLAND SAVINGS BANK was hereunto set and by order of the Board of Trustees thereof in the presence of:



W. J. Price Trustee.
J. V. Smith Manager.

MURIEL ISABEL PEAK by her attorney JOHN MORISON MELVILLE the second Mortgagee of the within described land under and by virtue of Memorandum of Mortgage No. 364071 Auckland Registry DOETH HEREBY CONSENT to the within written grant of drainage easement such consent to be binding on the said Muriel Isabel Peak Mortgagee.

DATED at Auckland this 21st day of December 1953

SIGNED by MURIEL ISABEL PEAK her attorney JOHN MORISON MELVILLE in the presence of

Muriel Isabel Peak
by her attorney
John Morison Melville

W. J. Dowd
Law Clerk
Melville Che
Solicitors
Auckland

No.

536117

Correct for the purposes of the Land Transfer Act.

C. L. Rathay

Transfer By Way of Drainage
Easement over Lot 9 D.P. 39716

Solicitor for Transferee.

A. P. THOMAS Transferor.

THE BODY CORPORATE
KNOWN AS THE CHAIRMAN COUNCILLORS AND
INHABITANTS OF THE COUNTY OF WAITEMATA

Transferee.

Particulars entered in the Register Book,

1098/143

9th day of February 19 54

at 10.52 o'clock.

A. Benjamin
Assistant Land Registrar

of the District of Auckland.

at the table in the office of the Registrar - Auckland

Consent to Drainage Easement

Witnessed by

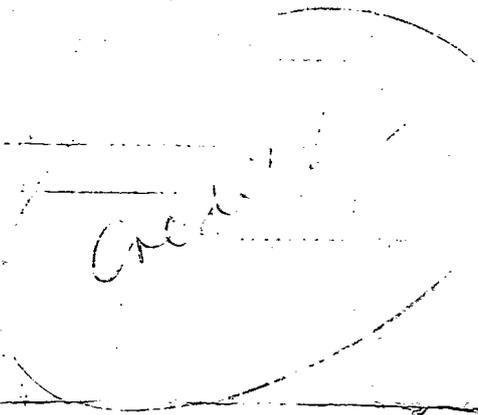
Johnstone



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RUSSELL, McVEAGH & CO.,
Solicitors,
AUCKLAND.

INCORPORATED IN NEW ZEALAND

