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AS04603 TE \$1.00

[New Zealand.

Memorandum of Transfer.

03 01000 1100 AKR

15-X-70 141125 —DTY *****1.00

W H E R E A S STELLA IRENE FAWCETT of Auckland, Widow (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 containing 1 acres . 1 rood 30.4 perches more or less being Lots 1, 2, 3, 4, 5, 6, and 7 on .. Deposited Plan 62369 being part of the land comprised in Certificate of . Title Volume 6C Folio 712 (North Auckland Registry) SUBJECT TO right of way to be created - see Easement Certificate A474818 (hereinafter called "the said land")

A N D W H E R E A S T H E W A I T E M A T A E L E C T R I C P O W E R B O A R D a body corporate ..
duly constituted under the provisions of the Electric Power Boards Act ..
1925 (hereinafter called "the grantee") is desirous of carrying out and ...
maintaining certain works necessary for the reticulation of electric power
in respect of which it requires certain rights in and over the said land ____
A N D W H E R E A S the grantor has agreed to grant to the grantee the rights ...
liberties and licences in respect of the said land hereinafter provided ____
N O W T H E R E F O R E I N C O N S I D E R A T I O N of the said agreement the grantor D O T H
H E R E B Y T R A N S F E R A N D G R A N T unto the grantee as an easement in gross the ..
perpetual full and free right liberty and licence to enter upon the said ..
land with its engineers surveyors servants employees agents and
contractors with or without vehicles machinery equipment and materials for
the purpose of laying out and excavating a trench through and under that ..
part of the said land being a strip twelve feet wide in the position
shown coloured yellow on Deposited Plan 62369 and of laying in that trench
underground electric wires cables or other conductors of electricity and ..
any pipes or other coverings in which the grantee may desire to enclose ..
the same and thereafter again filling in the soil of such trench A N D ..
from and after completion of such work from time to time and at all times
to pass and transmit electric current through such wires cables or other ..

IN CONSIDERATION of the sum of

paid to

by

(the receipt of which sum
to the said --

hereby acknowledge)

DO

HEREBY TRANSFER

all estate or interest in the said piece of land.

conductors of electricity and such pipes or other covering enclosing the same AND also from time to time and at all times as required to enter excavate and fill in as aforesaid for the purpose of inspecting altering repairing and renewing and relaying such wires cables or other conductors of electricity and such pipes or other covering enclosing the same PROVIDED THAT the grantee:

(a) SHALL at all times repair and maintain all such underground
electric wires cables or other conductors of electricity and any pipes .

or other coverings as may be constructed through under or across the ...
said land in pursuance of these presents in a good and efficient state .
of repair for the purposes for which the same are designed and will
prevent the same from becoming a nuisance

(b) SHALL do as little damage as possible to the surface of the said
land consistent with the exercise of its rights hereunder and at the
conclusion of any work will at its own sole cost make good in a proper .
and workmanlike manner any fences buildings or other erections damaged .
or removed

(c) SHALL at the conclusion of any work so far as may be reasonably
practicable at its own sole cost restore the surface of the said land to
the condition in which it was immediately prior to the commencement of .
such work and in particular will replace the topsoil in its former
position

(d) SHALL at the option of the grantor remove from the said land or
deposit elsewhere thereon any excess soil clay and stone not required for
such restoration

(e) SHALL cause as little interference as possible to the grantor ...
her executors administrators and assigns on the said land in exercising

all or any of the rights hereinbefore conferred

A N D the grantor for the consideration aforesaid covenants with the grantee that the grantor will not at any time hereafter place any buildings or other erections or plant or allow or suffer to .. grow any tree or shrub on the portion of the said land coloured .. yellow

IN WITNESS WHEREOF these presents have been executed this 12th day of October 1970

S I G N E D by the said STELLA)
IRENE FAWCETT as)
grantor in the ...)
presence of:)

S. J. Fawcett

9677444444
18th
Amblance

A504603
No.

TRANSFER

Correct for the purposes of the Land Transfer Act.

STELLA IRENE FAWCETT GRANTOR
~~Transferor~~

THE WAITEMATA ELECTRIC GRantee
POWER BOARD ~~Transferee~~

J. S. Jorgensen
Solicitor for ~~Transferee~~
Grantee

Particulars entered in the Register Book,

Vol. 6C , Folio 712

16th
~~24th~~ day of October , 1970
at 9.30 o'clock.



W. A. B. B.
Assistant Land Registrar

of Auckland.
North.

6C/712

Produced by
Cairns Stone
23-9-70

LAND & DEEDS	
Nature:	T
Firm:	Russell, McVeagh,
Date:	10 OCT 1970
Time:	9.30
Fee:	2-
Abstract No.	12054

RUSSELL, McVEAGH, McKENZIE, BARTLEET & CO.

Solicitors,

AUCKLAND

Scott Printing Company Ltd.

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