

S 560499 TE

A.E. Stamp Duty AKU

17-VI-72 40198 -DTY \*\*\*\*\*1.00

(Approved by the District Registrar, Auckland, No. 3360)

(New Zealand)

(C)

Under the Land Transfer Act, 1952

## Memorandum of Transfer

### GRANT OF EASEMENT IN GROSS

KENNETH MARTEN RABARTS, of Coromandel, Farmer, (hereinafter with his successors and assigns called "the Grantor")

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 all those pieces of land situated in the Land District of South ..

Auckland ..... containing together Four acres eight decimal

<sup>nine</sup> three perches (4 a. 0 r. 8 <sup>9</sup> p.) .....

more or less being Lots 34 and 38, Deposited Plan S15816, Lots 59 and 60,

Deposited Plan S.15819, Lots 79, 80, 81, 82, 83, 84 and 85, Deposited

Plan S.15820, and Lot 91, Deposited Plan S.15821 (hereinafter called

"the said Lots") being parts of the land situated in Block VI and ..

VII Harataunga Survey District, being part of the Matamataharakeke

Blocks, part of the said Lots being part of Lot 2, Deposited Plan ..

13950, and being part of the land in Certificate of Title Volume 955

Folio 37, South Auckland Registry, SUBJECT TO Mortgages S.467122 and

S.498576

AND WHEREAS a condition of the approval by the Coromandel County ..  
Council of the subdivision effected by the said plans was that a ..  
Drainage Easement in gross be transferred and granted by the Grantor  
to THE CHAIRMAN, COUNCILLORS AND INHABITANTS OF THE COUNTY OF COROMANDEL  
incorporated under the Counties Act 1956 (hereinafter with its successors  
and assigns referred to as and included in the term "the Grantee") over  
the parts of the said Lots coloured respectively yellow, blue, yellow,  
yellow and sepia, blue, yellow, blue, blue, yellow, sepia, blue, and blue,  
on the said plans (hereinafter called "the servient tenement")

NOW THEREFORE in order to comply with the said condition of approval ..  
the Grantor DOETH HEREBY TRANSFER AND GRANT to the Grantee full and free  
uninterrupted right liberty and privilege for ever hereafter to carry ..  
convey and drain water whether flood rain tempest spring soakage or ...  
seepage water in any quantity through over along or under the servient ..  
tenement and for such purpose and from time to time to lay construct ..  
extend maintain replace repair alter renew and cleanse open drains pipes  
and conduits (all or any of them at the discretion of the Grantee) through  
over along or under the servient tenement such open drains pipes and ...  
conduits to be of such depth width or diameter and at such depth below ..  
the surface of the soil as may be considered necessary by the Grantee, ..  
together with full power and authority for the Grantee its surveyors, ..  
engineers, workmen, agents and servants with or without horses, carts, ...  
and other vehicles, trucks, machines, tools and implements from time to ..  
time and at all times to enter and remain for any of the purposes afore-  
said upon such parts of the said lots as shall be necessary to do and ..  
perform such acts and things as shall be necessary or proper for or in ..  
relation to any of the purposes aforesaid of this grant

AND THE GRANTEE DOETH HEREBY COVENANT AND AGREE WITH THE GRANTOR as follows :-

- (1) That the Grantee shall and will at all times cleanse, repair and maintain such open drains as may be constructed, and such pipes and conduits as may be laid down in or under the servient tenement in a good and efficient state of repair for the purposes for which the same are designed and will prevent them from becoming a nuisance
- (2) When the Grantee enters upon any of the said lots for any purpose ..... connected with or authorised by the within grant, it shall and will carry out and complete any necessary work with as little disturbance to the ... surface of the land as possible and with the least possible inconvenience to the grantor his guests servants and invitees, and shall and will .... immediately upon the completion of any such work thereon restore the .... surface of any land disturbed as nearly as possible to its original .... condition and will sow in pasture grasses to be approved by the Grantor .. such part thereof as shall require the same by reason of such disturbance thereof ..
- (3) That the Grantee will from time to time repair and make good all damage .. to any buildings, fences, gates or drains caused by the Grantee in carrying out any construction or repair work or caused by the flooding or leakage of the said drains pipes or conduits
- (4) That subsequent to the erection of dwellings on any of the said lots the Grantee shall carry out all excavation or other work required to be done .. upon any lots upon which a dwelling has been erected by the use of hand .. tools only and will not enter the lot affected with any wheeled mounted or .. track mounted excavator or other wheeled vehicle or implement .. Provided that where the Grantee's engineers because of emergency or the .. nature of the work involved are unable to do the necessary work without .. the aid of track or wheel mounted implements or vehicles they may apply to the Grantor for his consent to the waiver of the terms of this covenant .. and the Grantor's consent shall not be arbitrarily withheld

AND the Grantor HEREBY COVENANTS with the Grantee that the Grantor will not at any time hereafter do permit or suffer any act whereby the rights powers licences and liberties hereby granted to the Grantee may be interfered with or affected.. Nothing herein contained or implied shall be deemed to compel the Grantee to ... conduct water through over along or under the servient tenement and the Grantee may discontinue such drainage at will and having so discontinued such drainage .. may again re-commence drainage at its will or pleasure

AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE GRANTOR AND THE GRANTEE ..... that nothing herein contained shall be deemed to abrogate limit restrict or abridge any of the rights powers and remedies vested in the Grantee by any statute and in particular The Land Drainage Act 1908, The Municipal Corporations Act 1954 and .. The Public Works Act 1928, or any of them or any amendment thereof or any Act or Acts passed in substitution thereof.

IN WITNESS WHEREOF these presents have been executed this 8<sup>th</sup> day of May One thousand nine hundred and seventy two.

SIGNED by the above-named KENNETH MARTEN RABARTS as Grantor in the .. presence of :-

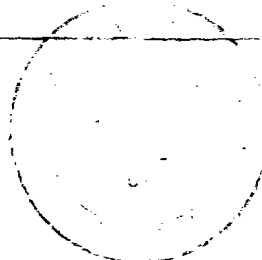
*K. M. Rabarts*  
*S. P.*  
*Andrew M...*  
*Coromandel*

THE COMMON SEAL of the body corporate called THE CHAIRMAN, COUNCILLORS AND INHABITANTS OF THE COUNTY OF COROMANDEL was hereto affixed as Grantee in the presence of :-

*K. M. Rabarts*..... Chairman

..... Councillor

*S. P.*..... County Clerk



~~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~~

CONSENT OF MORTGAGEES

WE ERIC CHARLES DAY, of Auckland, Retired, and ALFRED CLIFFORD HEBBEND, of Hamilton, Clerk of Works, the Mortgagees of the within-described land under and by virtue of Memorandum of Mortgage No. S.467122, South Auckland Registry, HEREBY CONSENT to the within-written Memorandum of Transfer.

DATED this 8<sup>th</sup> day of May 1972.

SIGNED by the above-named ERIC CHARLES DAY as Mortgagee in the presence of :-

*R. C. Repton*  
Solicitor Auckland

SIGNED by the above-named ALFRED CLIFFORD HEBBEND as Mortgagee in the presence of :-

*R. C. Repton*  
Solicitor  
Auckland

~~In witness whereof these presents have been executed this~~ day of

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Signed by the above named

~~in the presence of~~

CONSENT OF MORTGAGEE

I PETER PARLEVLIET, of Coromandel, Garage Proprietor, the Mortgagee of the within-described land under and by virtue of Memorandum of Mortgage No. S.498576, South Auckland Registry, HEREBY CONSENT to the within-written Memorandum of Transfer.

DATED this 8<sup>th</sup> day of May 1972.

SIGNED by the above-named PETER PARLEVLIET as Mortgagee in the presence of :-

*P. C. Godwin*  
*P. C. Godwin*  
Coromandel

*P. C. Godwin*

S 560499

TRANSFER

GRANT OF EASEMENT IN GROSS in respect of  
~~TRANSFER OF~~ Estates in fee simple  
within described

Correct for the purposes of the Land Transfer Act.

26

*Robmes*

Solicitor for the Transferee.

K.M. RABARTS

Grantor

THE CHAIRMAN, COUNCILLORS &  
INHABITANTS OF THE COUNTY OF  
COROMANDEL

Grantee

SOLICITOR FOR THE TRANSFEREE  
(OR LESSEE)

Particulars entered in the Register-Book Vol. 955

Folio 37

the 13<sup>th</sup> day of June 1972  
at 9 o'clock



*J. B. Haughless*  
Assistant Land Registrar  
of the District of South  
Auckland

*Robmes*  
*13/6/72*

with S 560499  
The easement created by Transfer No. 560499  
subject to the provisions of section 37 (1) (a) of the  
Counties Amendment Act 1961.

*J. B. Haughless*  
A.L.R.

7)

LAND TRANSFERS	
Nature:	T
Firm:	REYBURN, McARTHUR, BOYES & LYON,
Date:	13 JUN 1972
Time:	9.25
Fee:	5.00
Abstract No.	729988

Solicitors,

AUCKLAND.

Solicitors for the Transferee

