

AS11323 EC

EASEMENT CERTIFICATE

(IMPORTANT—Registration of this certificate does not of itself create any of the easements specified herein.)

XXX L. S. DUFF LIMITED at Auckland

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the 16th day of March 1970 under No. 62835 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE

DEPOSITED PLAN No. 62835

| Nature of Easement (e.g., Right of Way, etc.) | SERVIENT TENEMENT | | Dominant Tenement Allotment No(s). | Title Reference |
|--|----------------------|---|---|--------------------|
| | Allotment No. | Colour, or Other Means of Identification, of Part Subject to Easement | | |
| Right of Way | <i>part</i> Lot 4 | Blue | Lots 1, 2, and 3. | <u>12C/1419</u> |
| " | " " 4 | Yellow | Lots 2 & 3 | " |
| " | " " 4 | Blue edged Blue | " 3 | " |
| " | " " 3 | Yellow | " 1, 2&4 | " |
| " | " " 3 | Sepia | " 2 & 4 | " |
| " | " " 2 | Blue | " 1, 3 & 4 | " |
| " | " " 2 | Yellow | " 3 & 4 | " |

1. Rights and powers:

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

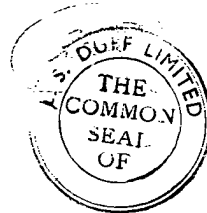
In addition to the rights and powers implied herein by Section 9 OD of the Land Transfer Act 1952 the following provision shall apply :

The cost of and incidental to any construction or maintenance of the right of way will be borne by the registered proprietors of the dominant tenements in proportion to their user thereof and in default of agreement as to such proportion the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1908 PROVIDED THAT where the need for maintenance is directly attributable to the actions of one or more of those registered proprietors the cost shall in that case be borne wholly by the proprietors or if more than one by those proprietors equally between them.

Dated this 6th day of November 1970
THE COMMON SEAL of L. S. DUFF LIMITED
was hereunto affixed—

~~Signed by the above named~~
in the presence of

L. S. Duff *Governing Director*



Witness:

Occupation:

Address:

A511323

A908-23113

108

No.



EASEMENT CERTIFICATE

23113

124 A 8-6

situated in

Correct for the purposes of the Land Transfer Act.

K. Howard
Solicitor for the Registered Proprietor.

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS BY SECTION 90D OF THE LAND TRANSFER ACT 1952

"1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

"2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

"4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

- (a) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes:
- (b) Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined:
- (c) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired."

Particulars entered in the Register-book,

Vol. 12C, folio 1419

the day of **13 NOV 1970** 19
at 9:40 o'clock.



Alexander
District
Assistant Land Registrar.
NORTH AUCKLAND

I MARGARET HINTZ of Albany, Widow, the mortgagee under Memorandum of Mortgage A253486 over the land comprised and described in Certificate of Title Volume 12C Folio 1419, North Auckland Registry, DO HEREBY CONSENT to the creation of the easement of rights of way specified in the within written Easement Certificate.

The easements referred to herein when created will be subject to Section 37(1)(a) of the Counties Amendment Act 1961.

DATED this 6th day of November 1970

SIGNED by the said
Margaret Hintz as mortgagee
in the presence of:-

K. Howard
Solicitor
Albany

| LAND & DEEDS | |
|--------------|--------------------|
| Nature: | <i>Easement</i> |
| Title: | <i>Bell Mac</i> |
| Date: | 13 NOV 1970 |
| Time: | <i>9:40</i> |
| Fee: \$ | <i>2-</i> |
| Abstract No. | <i>1326</i> |