

906840.3 EC

Approved by the District Land Registrars: North Auckland 422175, South Auckland H.008116/1974, Canterbury 957768, Marlborough 75776, Gisborne 112239.9, Hawkes Bay 303051, Taranaki 217464.1, Wellington A038045, Westland 45629.

## EASEMENT CERTIFICATE

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

X~~X~~ We, MILDRED ASNATH RAMSAY of Titirangi, Married Woman and  
HUON RAMSAY of Auckland, Pumphouse Operator

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 day of **19** under No. **84951** 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. 84951

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 1 <del>1</del> on Deposited Plan 84951	"D"	Lot 2 on Deposited Plan 84951	41B/368
Right of Way	Lot 2 <del>2</del> on Deposited Plan 84951	"E"	Lot 1 on Deposited Plan 84951	41B/367
Right of Way	Lot 1 <del>1</del> on Deposited Plan 84951	"F"	Lot 2 on Deposited Plan 84951	41B/368
Right of Way	Lot 2 <del>2</del> on Deposited Plan 84951	"G"	Lot 1 on Deposited Plan 84951	41B/367
Right of Way	Lot 1 <del>1</del> on Deposited Plan 84951	"H"	Lot 2 on Deposited Plan 84951	41B/368

N.B. On no account should this margin be used

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**STATEMENT OF PASSING OVER INFORMATION:**

This information has been supplied to us by a third party. Accordingly, the Vendor and Astar Realty Limited are merely passing over this information as supplied to us by others. While we have passed on this information supplied by a third party, we have not checked, audited, or reviewed the records or documents and therefore to the maximum extent permitted by law neither the Vendor nor Astar Realty Limited or any of its' salespersons or employees accept any responsibility for the accuracy of the materials. Intending purchasers are advised to conduct their own investigation.

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.

1. Rights and powers:

The registered proprietor or proprietors for the time being of Lots 1 and 2 on Deposited Plan 84951 will contribute each one half of the maintenance and construction of the Right of Way marked "C" "D" "E" "F" and "G" on Deposited Plan No. 84951 and for the purpose of determining the standard of maintenance of the said Right of Way it is hereby covenanted that the same shall be in all purpose Right of Way PROVIDED HOWEVER that where any repairs or abnormal maintenance become necessary in respect of all or any part of the said Right of Way due to the default of or neglect or the direct action of the registered proprietor for the time being of the said Lot 1 or the said Lot 2 upon Deposited Plan 84951 or their servants, agents, workmen, visitors or persons having business with him then that registered proprietor shall bear the whole cost of the repairs or abnormal maintenance so rendered necessary by his default, neglect or direct action and or that of his servants, agents, workmen, visitors and persons having business with him.

2. In the case of difference between the parties hereto or their successors in title as to the construction of these presents or to the operations of any or all of the registered proprietors hereunder the same shall be referred to the arbitration of a single arbitrator to be appointed under the Arbitration Act 1908 or any statutory modification thereof for the time being in force and in the event of disagreement as to the appointment of a single arbitrator as aforesaid such arbitrator shall be nominated by the President for the time being of the Law Society for the District of Auckland.

*N.B. On no account should this margin be used*

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

N.B. On no account should this margin be used

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Dated this 15th day of November 1979

Signed by the above-named  
MILDRED ASNATH RAMSAY and  
HUON RAMSAY

*Mildred Asmath Ramsay*  
*H Ramsay*

in the presence of

Witness ..... *[Signature]*

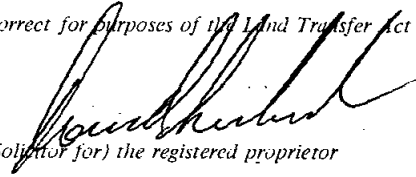
Occupation ..... *[Signature]*

Address ..... *[Signature]*

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*Correct for purposes of the Land Transfer Act*

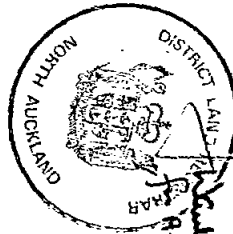
  
(Solicitor for) the registered proprietor

*N.B. On no account should this margin be used*

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Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

.....  
District Land Registrar  
Assistant  
of the District of .....



*Dec 5 2.41 pm '79*

*9068403*

FORTUNE, MANNING & PARTNERS,  
SOLICITORS,  
AUCKLAND.

