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L. & D. 82

New Zealand

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EASEMENT CERTIFICATE

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

I, STELLA IRENE FAWCETT of Auckland, Widow

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 11th day of February, 1970 under No. 62369 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. 62369

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	part Lot 1	Coloured Yellow	Lots 2,3, 4,5,6,7	part 6C/712
Right-of-Way	part Lot 2	Coloured Yellow	Lots 1,3, 4,5,6,7	part 6C/712
Right-of-Way	part Lot 3	Coloured Yellow	Lots 1,2, 4,5,6,7	part 6C/712
Right-of-Way	part Lot 4	Coloured Yellow	Lots 1,2, 3,5,6,7	part 6C/712
Right-of-Way	part Lot 5	Coloured Yellow	Lots 1,2, 3,4,6,7	part 6C/712
Right-of-Way	part Lot 6	Coloured Yellow	Lots 1,2, 3,4,5,7	part 6C/712
Right-of-Way	part Lot 7	Coloured Yellow	Lots 1,2, 3,4,5,6	part 6C/712

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:

1. THE registered proprietor for the time being of each tenement served by a right-of-way shall be liable to pay in accordance with these provisions such sum as when added to a similar sum or sums payable by the registered proprietor for the time being of every other tenement served by that right-of-way shall be sufficient to pay the cost of carrying out the following matters or things :-

- (a) The construction or further construction of a suitable and appropriate carriageway or drive of a permanent nature in such position and of such width depth and materials as shall be agreed upon or determined as hereinafter provided.
- (b) the surfacing of those parts of the rights-of-way as do not form part of the carriage-way or drive as aforesaid and the construction of such drains as may be necessary for effectively draining the said rights-of-way
- (c) after the laying down of the carriageway or drive as aforesaid the maintaining repairing or renewing of the said carriageway or drive the said drains and the said surfacing bordering the carriageway or drive
- (d) the construction of vehicle crossings

2. IN the event of the registered proprietor for the time being of any tenement served by a right-of-way requiring any matter or thing to be done under the provisions contained in sub-paragraphs (a) to (d) inclusive of Clause 1 hereof.

- (a) such registered proprietor shall give notice in writing setting out the proposed action and shall cause the same to be served upon the registered proprietor for the time being of every other tenement served by the right-of-way by which the registered proprietor giving the notice is served either personally or by leaving the same at or posting the same to the last known place of abode or address of those other registered proprietors and in the event of such service being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof.
- (b) if after the lapse of twenty-eight days from the service of the said notice as aforesaid the registered proprietors for the time being of every other tenement served by that right-of-way approve of the proposed action in writing the registered proprietors so approving shall forthwith notify the registered proprietor serving the said notice and thereafter all action taken by the registered proprietors whose tenements are served by that right-of-way or any of them coming within the scope of the notice shall be deemed to be legitimately taken under Clause 1 hereof and binding on all those registered proprietors accordingly.
- (c) if all the registered proprietors for the time being of the tenements served by that right-of-way shall be unable to agree as to any matter or thing specified in the notice or if any other question or difference shall at any time hereafter arise between all or any of the registered proprietors for the time being of the tenements served by that right-of-way concerning these provisions or the construction meaning operation or effect thereof or as to the rights duties or liabilities of those registered proprietors or any of them under or by virtue of these provisions or otherwise or touching the subject matter hereof or arising out of, or in relation thereto such matter or thing question or difference shall be referred to a single arbitrator to be agreed upon by all those registered proprietors or failing agreement to be appointed by the President for the time being of the Auckland District Law Society and in accordance with and subject to the provisions of the Arbitration Act, 1908 and amendments or any statutory modification or re-enactment for the time being in force.
- (d) if there shall at any time be more than one registered proprietor of a tenement served by a right-of-way then whether such proprietors hold the same jointly or in common they shall each be entitled to be served with the notice referred to in paragraph (a) of this Clause and their liability hereunder shall be joint and several but in all other respects they shall be deemed a single registered proprietor.

Dated this

18th

day of

June

1970

Signed by the above-named STELIA IRENE FAWCETT
in the presence of

}

S. I. Fawcett

Witness: *J. L. Fawcett*

Occupation: *Wife*

Address: *Auckland*

No.

Correct for the purposes of the Land Transfer Act.

EASEMENT CERTIFICATE

G. L. Fawcett
Solicitor for the Registered Proprietor.

situated in the Land District of North
Auckland

S.I. FAWCETT

Particulars entered in the Register-book,

Vol. 62, folio 712.

the 19th day of June 1970
at 11.20 o'clock.



Wabner
District Land Registrar.

of the District of North Auckland

The within easements are subject
to Section 37 (1)(c) Counties Amendment Act
1961

The within easements relative to Lot 4
D.P. 62369 (CT 20A/797) were created by
Transfer A516344.

Wabner
A.L.R.

Transfer 017295-1 creates the
easements set out herein relative to
Lot 2, D.P. 62369, CT 20A/795.
G.B. Williams
A.L.R.

Ease (cont.)
Cairns S.
JUN 1970

11.20
2.00

479

CAIRNS, SLANE, FITZGERALD & PHILLIPS,
SOLICITORS,
AUCKLAND

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS
BY SECTION 90B 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—

- 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:
- 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:
- 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."