

# STATEMENT OF PASSING OVER INFORMATION

**This information has been supplied by the vendor or the vendor's agents. Accordingly, Ownly (REAA 2008) and Sold On Kapiti Limited is merely passing over the information as supplied to us by the vendor of the vendor's agents.**

**We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all the intending purchasers are advised to conduct their own due diligence investigation into the same.**

**To the maximum extent permitted by law Ownly (REAA 2008) and Sold On Kapiti Limited does not accept any responsibility to any person for the accuracy of the information herein.**

# SOLD ON KĀPITI

279991.8 EC

## EASEMENT CERTIFICATE


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

I, ARTHUR ALBERT COHEN of Raumati, Poultry Farmer, RODNEY CHARLES WHITAKER of Raumati, Salesman and SALLY FRANCES JONES of Lower Hutt, Married Woman, ALLAN PERCY GENE BENTLEY of Plimmerton, Salesman and JAN BENTLEY his wife, 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 Wellington on the day of May 1979 under No. 47166 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. 47166

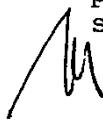
Nature of Easement (e.g., Right of Way, etc.)	SERVIENT TENEMENT		Dominant Tenement Allotment No(s).	Title Reference
	Allotment No.	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Part Lot 1	A	Lot 2	Part 8B/574
"	Part Lot 2	B	Lot 1	"
Right to convey water, drain water and drain sewerage	Part Lot 1 DP 43337	D	Lot 2 DP 47166 Lots 2 & 4 DP 43337	Part 8B/574 16C/261 16C/262 16C/263
"	Part Lot 2 DP 43337	E	Lot 2 DP 47166 Lots 1, 3 & 4 DP 43337	Part 8B/574 16C/260 16C/262 16C/263
"	Part Lot 3 43337	F	Lot 2 DP 47166 Lots 1, 2 & 4 DP 43337	Part 8B/574 16C/260 16C/261 16C/263
"	Part Lot 3 DP 43337	G	Lot 2 DP 47166	Part 8B/574

Easement as to Lot 2 Plan 47166 created by Transfer 279991.9 -  
13.6.1979 at 25/-  
[Signature]

  
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.

~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~

1. TERMS, CONDITIONS, COVENANTS, OR RESTRICTIONS IN RESPECT OF ANY OF THE ABOVE EASEMENTS:
  - A. (i) The costs of reasonable repair and maintenance of the right of way hereinbefore mentioned (hereinafter called "the easement") shall be borne in equal shares by the respective registered proprietors from time to time of the parcels of land entitled to use the easement PROVIDED HOWEVER that where the need for such repair and/or maintenance is directly attributable to the action of one or more of the registered proprietors the cost of such repair and/or maintenance shall in such event be borne wholly by such proprietor or proprietors and if more than one in equal shares.
  - (ii) At any time any one or more of the registered proprietors entitled to use the easement may carry out any reasonable reconstruction, improvement or upgrading of the easement after serving written notice on all the other registered proprietors entitled to use the easement, submitting details of such proposed work together with estimates of cost, and upon receipts being produced by the registered proprietor carrying out such work the cost of such work shall be borne in equal shares by the respective registered proprietors from time to time of the parcels of land entitled to use the easement PROVIDED HOWEVER that in the event of any of the registered proprietors from time to time of the parcels of land entitled to use the easement subdividing his land and it is a condition or requirement of the Local Authority that any upgrading or reconstruction work is required in respect of the easement then the registered proprietor carrying out such subdivision shall in such event be solely responsible for all costs involved in such construction and upgrading work.
  - (iii) Any upgrading or construction work carried out pursuant to clause (ii) herein may include excavation to a solid base, back fill to Local Authority approved levels, metalling and/or sealing and providing drainage channels, and all such work shall be completed in a good and proper workmanlike manner and to terms and standards approved by the Local Authority.
  - (iv) In the event of any dispute arising relating to the easement or to the maintenance and/or improvements thereof the same shall be submitted to arbitration in accordance with the provisions of the Arbitration Act 1908 and its amendments.
- B. (i) The costs of reasonable repair and maintenance of any pipes and/or drains laid or to be laid in respect of the easements creating the right to convey water, drain water and drain sewerage hereinbefore mentioned shall be borne in equal shares by the respective registered proprietors from time to time of the parcels of land affected by the easements PROVIDED HOWEVER that where the need for such repair and/or maintenance is directly attributable to the action of one or more of the registered proprietors the cost of such repair and/or maintenance shall in such event be borne wholly by such proprietor or proprietors and if more than one in equal shares.



IN THE MATTER of the Land Transfer  
Act 1952

- and -

IN THE MATTER of Caveat No. 197973.1  
(Wellington Registry)

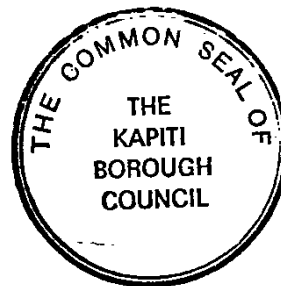
THE KAPITI BOROUGH COUNCIL the Caveator in whose name the  
above-mentioned Caveat is lodged against the land comprised in  
Certificate of Title Volume 8B folio 574 HEREBY CONSENTS to  
the registration of:

- (1) Order for New Certificates of Title for the land  
comprised in Lot 1 DP 47166  
Lot 2 DP 47166.
- (2) Cancellation of Easement Certificate 154019.2.
- (3) Easement Certificate in respect of the easements shown  
on Deposited Plan 47166.
- (4) Memorandum of Transfer dated the 19th day of March 1979  
between ARTHUR ALBERT COHEN of Raumati, Poultry Farmer  
and IAN JAMES AYSON of Wellington Surveyor.

BUT SUBJECT AND WITHOUT PREJUDICE to the rights of the Caveator  
protected by the said Caveat.

DATED this 9th day of APRIL 1979.

THE COMMON SEAL of THE )  
KAPITI BOROUGH COUNCIL was )  
hereunto affixed pursuant )  
to a resolution of the )  
Council in the presence of: )



..... Deputy  
..... Mayor  
..... Town Clerk

Correct for the purposes of  
the Land Transfer Act 1952

[Signature]  
Solicitor for the Council

2 7 9 9 9 1

DISTRICT  
WEST LINDSAY  
NO. 3

JUN 13 '78

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, JENNIFER FRANCES MOLLARD of Paraparaumu, in New Zealand,  
hereby certify :

1. THAT by Deed dated 9 December 1977 RODNEY CHARLES WHITAKER  
of Paraparaumu in the Dominion of New Zealand, Company Director,  
appointed me his Attorney on the terms and subject to the  
conditions set out in the said Deed, a copy whereof is deposited  
in the Land Transfer Office at Wellington under number 191119.1.

2. THAT at the date hereof I have not received any notice  
or information of the revocation of that appointment either by  
the death or revocation of the said Rodney Charles Whitaker or  
otherwise.

SIGNED at Paraparaumu this 22 day of December 1978

*Jennifer Frances Mollard*

~~Terms, conditions, covenants or restrictions in respect of any of the above easements~~

DATED this 16th day of December 1978.

SIGNED by the abovenamed ALLAN  
PERCY GENE BENTLEY and JAN  
BENTLEY in the presence of:-

SIGNED by the abovenamed ARTHUR  
ALBERT COHEN in the presence of:-

SIGNED by the abovenamed RODNEY  
CHARLES WHITAKER in the presence  
of:-

~~Dated this~~

~~day~~

~~197~~

Signed by the above-named SALLY FRANCES  
~~in the presence of~~  
JONES in the presence of:-

~~Witness~~

~~Occupation~~

~~Address~~

# EASEMENT CERTIFICATE

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—

- 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.

Correct for the purposes of the Land Transfer Act.

Solicitor for the Registered Proprietor.

*Provided to Section 90 C(3)  
Land Transfer Act 1952 the  
easement herein between Lot  
1 & 2, Plan 43337 are  
superceded - see now E.C.  
616042.2*

*[Signature]*  
A.R.

*The easements referred to herein when created will be  
subject to section 241E (a) of the Municipal Corpora-  
tion Act 1954. 309(1)(b) local government  
act 1974*

Particulars entered in the Register as shown herein on the date and at the time stamped below.

District Land Registrar  
Assistant  
of the District of



*Jun 13 2.55 PM '78*

*779991.8  
192/880 881  
164/260, 261, 262 and 263*



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