

169385.2 EC

L. & D. 82

New Zealand

(T)

EASEMENT CERTIFICATE

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

~~xxx~~ P.A. DICKINS LIMITED

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 1977 under No. 46558 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.

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		
PARTY WALL	PART LOT 1	A	LOT 2	
EASEMENT	PART LOT 2	B	LOT 1	
SANITARY SEWER	PART LOT 1	C	LOT 2	10B/1139
STORMWATER	PART LOT 1	D	LOT 2	6527

easement certificate created as lot 2 Plan 46558 by transfer 273967-1 16-2-1979

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 rights and powers herein set forth are in substitution for those set out in the Seventh Schedule of the Land Transfer Act, 1952 and are as follows:-

- (a) THE full free and uninterrupted right liberty and privilege to the use and enjoyment for the Grantee and his tenants (in common with the Grantor his tenants and any other person lawfully entitled so to do) of that part of the servient tenement subject to the Easement as defined in the Schedule hereto and of any party wall and addition thereto for the time being erected or being thereon, as and for a Party Wall.
- (b) THE full free and uninterrupted right liberty and privilege for the Grantee and his tenants (in common with the Grantor and his tenants and any other person lawfully entitled so to do) at any times or time hereafter to enter on that part of the servient tenement subject to the Easement in the Schedule hereto, of brick stone or concrete reinforced with steel and otherwise in conformity with the building by-laws and regulation for the time being of the Palmerston North City Council a sufficient Party Wall, and if necessary to pull down and remove or to add to strengthen heighten enlarge lengthen or otherwise to repair or amend the whole or any part of any existing Party Wall or structure which shall be insufficient for the purpose of a Party Wall.
- (c) THE full free and uninterrupted 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) at all times and from time to time to effect such reparations and repairs to the Party Wall as may from time to time be necessary for the proper maintenance of the same for the purposes of a Party Wall.

2. TERMS CONDITIONS COVENANTS OR RESTRICTIONS IN RESPECT OF ANY OF THE ABOVE EASEMENTS

- (a) THE cost of erecting constructing repairing maintaining demolishing removing adding to strengthening heightening enlarging lengthening or otherwise altering the Party Wall or any part or parts thereof for the benefit of both the Registered Proprietors of the dominant tenements and such further liabilities (if any) as by law or custom are incidental to co-ownership of a Party Wall shall be borne by them in equal shares PROVIDED HOWEVER that where the need for any such work is attributable to only one of these registered proprietors of the dominant tenements the cost of same in any such case shall be borne wholly by that registered proprietor.
- (b) ANY person lawfully erecting any extension or addition to the said Party Wall in accordance with this instrument shall not be entitled to be paid or to recover half the costs and expenses reasonably and properly incurred by such person in and about such erection or any extension or addition to the said Party Wall including the costs and expenses of demolition removal adding to strengthening heightening enlarging lengthening or otherwise altering the same and including any architect's or structural engineer's fees until the person who shall in terms hereof be affected by the burden of the said liability for such half share of the said costs and expenses shall avail himself of the extensions or additions to the Party Wall so erected by adopting or using (in whole or in part) the same for building purposes PROVIDED THAT the continued use of the Party Wall in the same manner and to the same extent after the completion of any such additions to or extensions of the Party Wall as before the commencement of such work by the last mentioned person shall not constitute nor be construed as the user of any such additions or extensions AND PROVIDED FURTHER that if any such additions or extensions shall be adopted or used as last aforesaid only to the extent of portion thereof such half share of the costs and expenses shall abate according to the portion of the Party Wall so adopted or used as aforesaid without prejudice to the continuance of the liability hereby created as to the balance of such half share of the said costs and expenses in relation to any further or future adoption or use AND PROVIDED FURTHER AND IT IS HEREBY AGREED that the person erecting any such extension or addition shall keep and furnish to the other party full details of such additions or extensions and of the costs thereof.
- (c) SHOULD any damage whatever be caused to either dominant tenement or any part thereof or any property thereon or to any adjoining premises or any part thereof or property thereon in the event of the erection of any extensions or additions to the said Party Wall then the same shall be borne to the same extent and in the same proportions by the persons or person who shall in terms hereof be affected by the burden of the liability for the cost of any such work.
- (d) ANY person wishing to carry out any work whatever on the Party Wall shall give to the registered proprietors and to the occupiers for the time being of the servient tenements notice of such intention and of the nature and extent of the said work at least fourteen (14) days before any such work shall be commenced and shall obtain the prior consent in writing of such registered proprietors PROVIDED THAT such consent shall not be unreasonably nor arbitrarily withheld.

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

- (e) ANY person carrying out any work whatever on the Party Wall shall take all reasonable and proper action and care to interfere as little as possible with the comfort and convenience of the occupier or occupiers for the time being of the servient tenements and shall carry out such work or cause the same to be carried out with the utmost expedition and shall during the course of such work shore up or cause to be shored up in a proper and workmanlike manner any part of the servient tenement affected thereby and will take all reasonable and proper steps to preserve the servient tenement and all parts thereof and of property and goods thereon from damage at such time.
- (f) ANY questions or disputes arising from these presents or affecting the Party Wall that the registered proprietors of the dominant or servient tenements are unable to determine between themselves shall be referred to arbitration under the law relating to arbitration for the time being in force in New Zealand.
- (g) ~~NEITHER~~ registered proprietor of the dominant or servient tenements shall do nor permit nor suffer any act matter or thing whatsoever that may interfere with or derogate from any of the rights hereby conferred on the registered proprietor of the dominant tenements and their tenants.

Dated this 15th day of March 1977

~~Signed by the above named~~
~~in the presence of~~
THE COMMON SEAL of
P.A. DICKINS LIMITED
was hereto affixed in
the presence of:

P.A. Dickins Director

Witness: *[Signature]*

Occupation:

Address:



No.

EASEMENT CERTIFICATE

Correct for the purposes of the Land Transfer Act.

[Signature]
Solicitor for the Registered Proprietor.

situated in

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. _____, folio _____

the _____ day of _____ 19____

at _____ o'clock.

District Land Registrar.
Assistant

of the District of _____

[Signature]
The easements referred to herein when created will be subject to section 351E (a) of the Municipal Corporations Act 1954.



1693852
178/947
948
District Land Registry
Wellington No. 2