

(T)

851433 EC

EASEMENT CERTIFICATE

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

I, ASHWIN INVESTMENTS LIMITED a duly incorporated company having its registered office at Wellington; MARY AGNES BOWIE, Widow, FRANK LLOYD PARKIN, Solicitor, both of Wellington and STAMFORD INVESTMENTS LIMITED a duly incorporated company having its registered office at Lower Hutt

being the registered proprietors 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 30th day of November 1970 under No. 31306 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. 31306

Table with 5 columns: Nature of Easement, Allotment No., Colour or Other Means of Identification, Dominant Tenement Allotment No(s), Title Reference. Rows include Right of Way for Lots 2, 3, and 4.

The easement relating to Lot 2 was created by T 857989 - 5/2.1971

Easement created as to Lot 4 by T. 871186 - 14.5.1971 -

" " by T 874655 - 10.6.71

Handwritten signatures and initials including 'A.L.R.' and 'H.T. Murray'.

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.

The upkeep and maintenance of the right of way over that part of Lot 2 coloured yellow on the said Deposited Plan shall be borne equally by the registered proprietors from time to time of the dominant tenement allotments shown in the foregoing Schedule hereto.

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

A grant of right of way over that part of Lot 2 coloured yellow shall be restricted to pedestrian use and accordingly the words "with or without horses and domestic animals of any kind and with or without carriages vehicles motor vehicles machinery and implements of any kind" as set forth in the rights and powers of grantees implied in respect to grants of rights of way by Section 90D of the Land Transfer Act 1952 shall not apply to a grant of right of way over that part of Lot 2 coloured yellow.

X DATED this 16<sup>th</sup> day of Sep 1970.

THE COMMON SEAL of ASHWIN INVESTMENTS LIMITED }  
is hereto affixed in the presence of:-

*William Gouvenay* ..... Director  
..... Director/Secretary



SIGNED by the said MARY AGNES BOWIE in the presence of:-

*M. A. Bowie*  
*M. A. Bowie*  
*Clark to Macalister Peranginthe*  
*Solicitors Wellington*

SIGNED by the said FRANK LLOYD PARKIN in the presence of:-

*Frank Lloyd Parkin*  
*Frank Lloyd Parkin*  
*Clark to Macalister Peranginthe*  
*Solicitors Wellington*

THE COMMON SEAL of STAMFORD INVESTMENTS LIMITED is hereto affixed in the presence of:-

*J. B. G. Gouvenay*  
Director  
*J. B. G. Gouvenay*  
Director/Secretary



Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

Signed by the above-named in the presence of

Witness: .....  
Occupation: .....  
Address: .....

851433

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No.

# EASEMENT CERTIFICATE

situated in Block I Paekakariki Survey District

Correct for the purposes of the Land Transfer Act.

*[Signature]*  
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."

*Registered in Duplicate*

Particulars entered in the Register-book,

Vol. *8c*, folio *745, 746*  
*1017, 1018, 1019, 1020, 1021*

the **30 NOV 1970** day of 19

at *10-28* o'clock.



of the District of **WELLINGTON**

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

D.L.R.

*Recorded on D.P. 31306.  
L.J. Silva de Simas  
15/12/70.*

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LAND & DEEDS	
Nature:	<i>E.C.</i>
Firm:	<i>Bell Gully</i>
	<b>30 NOV 1970</b>
Time:	<i>10-28am</i>
Fee:	<i>2.50</i>
Abstract No.	<i>8523</i>

HOLLINGS, THOMPSON & FAIRBAIRN,  
SOLICITORS,  
RAUMATI BEACH

