

Approved by the District Land Registrar, South Auckland No. 351560
Approved by the District Land Registrar, North Auckland, No. 4380/81
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

±/We WAIPUKEMARA MARKETING COMPANY LIMITED at Wellington
(together with its successors and assigns)

B3679/9.1 EC

being the registered proprietor(s) 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 19 day of 19 under No. 78372 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 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		
Pedestrian and equestrian Right of Way	Lot 3 CT 44B/98	A, B, C, .D	Lot 1 Lot 2 Lot 4 Lot 5	CT 44B/96 CT 44B/97 CT 44B/99 CT 44B/100

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:~~

see annexure

A handwritten signature in black ink, appearing to be 'JL' followed by a stylized flourish.

1. **Rights and Powers:**

Pedestrian and Equestrian Right of Way

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the occupiers/owners of the dominant tenements, their servants, tenants, agents, workmen, licensees and invitees (in common with the occupier/owner of the servient tenement, its 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 on foot only, with or without horses over and along that part of the servient tenement shown as Lot 3 on Deposited Plan 77725 and specifically marked as A, B, C and D on Deposited Plan 78372 over which the easement is granted or created.

- (a) It is mutually covenanted and agreed between the occupier/owner of the servient tenement and the occupiers/owners of the dominant tenements that the costs incurred in maintenance and repair or replacement of the pedestrian and equestrian right of way herein contained shall be borne and paid by the occupier/owner of the servient tenement and each of the occupiers/owners of the dominant tenements in equal shares unless any such maintenance and repair or replacement is required by reason of the wilful actions or defaults of either the occupier/owner of the servient tenement or any of the occupiers/owners of the dominant tenements as the case may be in which case such maintenance, repair and replacement shall be completed at the cost in all respects of the defaulting party.
- (b) Notwithstanding the provisions herein the registered proprietor from time to time of the ~~servient tenement reserves the right to cancel~~ all the rights and powers created by this easement in respect of the pedestrian and equestrian right of way through Lot 3 on Deposited Plan 77725, specifically marked A, B, C and D on Deposited Plan 78372 ~~in the event the registered proprietor from time to time of the servient tenement shall wish to and shall provide to the occupiers/owners from time to time of the dominant tenements relocated and alternative access through Lot 3 on Deposited Plan 77725 to the Local Purpose Reserve (Esplanade) being Lot 6 on DP77725.~~ *

These rights and powers are in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

- * dominant tenement in the event that the registered proprietor from time to time of the servient tenement shall wish to and shall provide to the registered proprietor from time to time of the dominant tenement, relocated and alternative access through lot 3 on deposited plan 77725 to the Local Purpose Reserve (Esplanade) (being lot 6 on deposited plan 77225) agrees to surrender to the servient tenement.



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

Dated this 27th day of June 19 94

Signed by the above-named

WAIPIKEMARA MARKETING COMPANY

LIMITED

by the affixing of its Common Seal
in the presence of

Witness

Occupation

Address

Joseph Stann
DIRECTOR
M. J. P. P.
DIRECTOR



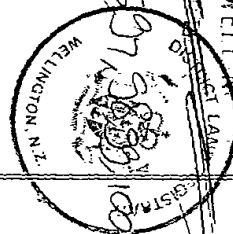
SOLE COPY

EASEMENT CERTIFICATE

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

*Correct for the purposes of the
Land Transfer Act*

Solicitor for the registered proprietor



PARTICULARS ENTERED IN THE
LAND REGISTRY WELLINGTON
ASST LAND REGISTRY

2.54 29 JUN 94 B 367919