

EASEMENT CERTIFICATE

Wellington Land Registry Office

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

~~XX~~ WE, MABEL WEGGERY Widow, ERIC RONALD WEGGERY Farmer and
NOELINE UNA HICKS Married Woman all of Waikanae

being the registered proprietor of the land described in Schedule 'A' 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 4th day of December, 1978 under No. 49632 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'**277235.3 Ec**

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
Pt.586/107	Right of Way, Gas, Power & Telephone, Water Supply and Sewer, Stormwater	Pt. Lot 7	A	Lots 6, 8 & 9
		Pt. Lot 8	B	Lots 6, 7 & 9
		Pt. Lot 9	C	Lots 6, 7 & 8
		D.P. 49632		D.P. 49632
<i>Easements created as affecting lot 9 - see T 609549.4 27-2-1954 at 2.24 a.m.</i>				
<i>2000 [Signature] A.C.R.</i>				

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this eleventh day of December 1978

Signed by the above-named MABEL WEGGERY,
~~in the presence of~~ ERIC RONALD WEGGERY,
NOELINE UNA HICKS by their Attorney
JOHN RUSSELL CAMPION in the presence
of:

Witness: Monaattie

Occupation: Solicitor

Address: Wellington

MABEL WEGGERY
ERIC RONALD WEGGERY
NOELINE UNA HICKS
BY THEIR ATTORNEY

John Russell Campion

Correct for the purposes of the Land Transfer Act

Monaattie
Solicitor for the Registered Proprietor

SCHEDULE 'B'

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:

TELEPHONE AND ELECTRIC POWER AND GAS EASEMENTS :

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 from time to time and at all times to take convey and lead telephone cables electric power and gas and in any quantity consistent with the rights of other persons having the same or similar rights from the source of supply and following the stipulated course across the land over which the easement is granted and for these purposes :

- (a) To use any lines of cables, lines or pipes already laid on the stipulated course or any cables, lines or pipes in replacement or in substitution for all or any of those cables lines or pipes;
- (b) Where no such cables, lines or pipes exist to lay place and maintain or to have laid placed and maintained a line or lines of cables lines or pipes of a sufficient internal diameter and of suitable material for the purposes under or over the surface of the land over which the easement is granted or created and along the line defined for this purpose;
- (c) In order to construct or maintain the efficiency of any such cables, lines or pipes the full free uninterrupted and unrestricted right, liberty and privilege for the grantee, his tenants, servants, agents and workment with any tools, implements, machinery, vehicles or equipment or whatsoever nature necessary for the purpose of entering upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, erecting, inspecting, cleansing, repairing, maintaining and renewing the cables, lines or pipes 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 operation be repaired.

SCHEDULE 'C'

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

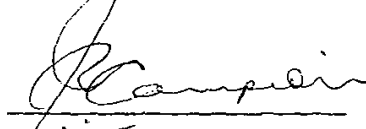
- (a) Where the need for any maintenance or repair is attributable to either the grantee or grantor only, then the cost of same in any such case shall be borne wholly by that party;
- (b) Where the need for any maintenance or repair is not attributable to any grantee or grantees or to any grantor or grantors then the cost of same shall be borne equally among all grantees and grantors in respect of that easement;
- (c) Neither the grantees nor the grantors 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 upon either of them;
- (d) All disputes and differences arising between the parties touching the operation of the said easements or any matter arising therefrom shall be referred to two arbitrators and their umpire in accordance with the provisions of the Arbitration Act, 1908 and any amendment thereto or any enactment in substitution therefor for the time being in force.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, JOHN RUSSELL CAMPION of Waikanae, Chartered Accountant,
hereby certify -

1. THAT I am the Attorney of Mabel Weggery, a widow,
Eric Ronald Weggery, a farmer, both of Waikanae, and
Noeline Una Hicks, married woman, of Paraparaumu, by virtue
of a certain Power of Attorney dated the 7th day of March 1974,
a copy whereof is deposited in the Land Registry Office at
Wellington under No. AO31375.
2. THAT I have executed the foregoing Memorandum of Transfer
under the powers conferred upon me by the said Power of Attorney.
3. THAT I have not received any notice or information of the
revocation of the said Power of Attorney by death or otherwise
and I believe the same to be in full force and effect.

Certified at Waikanae this 11th day of December 1978.


J.R. CAMPION

The easements referred to herein when created will be subject to section 309(1)(a) of the *Local Government Amendment Act 1974*.

[Signature] D.L.R.

Registered Duplicate

EASEMENT CERTIFICATE

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

[Signature]
District
Assistant

Land Registrar
of the District of Wellington



MORISON, TAYLOR & CO.
SOLICITORS
WELLINGTON, N.Z.

THE CAXTON PRESS, CHRISTCHURCH

MAY 21 10 59 am '79

DISTRICT LAND REGISTRAR
WELLINGTON NO. 3

277235.3
190/1217, 1218, 1219, 1220.

