

New Zealand

EASEMENT CERTIFICATE

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

We, LILIAN MARY LISTER Married Woman; FREDERICK MURRAY HUMPHRIES Senior
 1, Traffic Officer and DENISE MAY HUMPHRIES his wife; CHARLES KINGSFORD
TAMBLIN Home Appliance Mechanic and ELAINE MARY TAMBLIN his wife; and
WILLIAM GEORGE HOPE farmer; all of Gisborne

being the ^{respective} 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 Gisborne
 on the day of 1982 under No. 6693
 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		
Right to Drain Sewage	Lot 17 DP 4770 (C/T 121/14)	Marked "A"	Lot 2 DP 6693	
Right to Drain Sewage	Lot 18 DP 4770 (C/T 121/15)	Marked "B"	Lot 2 DP 6693	
Right to Drain Sewage	Lot 19 DP 4770 (C/T 121/47)	Marked "C"	Lot 2 DP 6693	

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 implied by Section 90 D of the Land Transfer Act 1952

THE HOUSING CORPORATION OF NEW ZEALAND being the Mortgagee under Memorandum of Mortgage 109015 affecting the Servient Tenement Comprising 954m² more or less being Lot 18 DP 4770 being part of Sections 112 and 113 Gisborne Suburban and being all the land in Certificate of Title 121/15 Gisborne Registry HEREBY CONSENTS to the grant of the easement herein referred to

Dated this 20th day of May 1982

Signed for and on behalf of the Housing Corporation of New Zealand as Mortgagee by

DAVID WEBSTER

in the presence of:-

Witness:

Occupation:

Legal Clerk to the Housing Corporation of New Zealand, Napier.

Address:

The Housing Corporation of New Zealand by

Acting for the said corporation pursuant to Section 15 of the Housing Corporation Act 1974

HER MAJESTY THE QUEEN being the Mortgagee under Memorandum of Mortgage 139523.1 affecting the Servient Tenement comprising 954m² more or less being Lot 18 DP 4770 being part Sections 112 and 113 Gisborne Suburban and being all the land in Certificate of Title 121/15 Gisborne Registry HEREBY CONSENTS to the grant of the easement herein referred to

Dated this 10th day of June 1982

Signed for and on behalf of HER MAJESTY THE QUEEN by

JOHN DESMOND TAYLOR

PRINCIPAL

☒ In the presence of:

Name:

Occupation:

Address:

in exercise of the power in this behalf duly delegated to him by the Director-General of the New Zealand Post Office pursuant to Section 11 (2) of the Post Office Act 1959

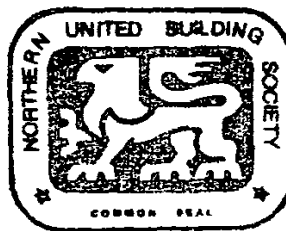
NORTHERN UNITED BUILDING SOCIETY being the Mortgagee under Memorandum of Mortgage 136540.1 affecting the Servient Tenement comprising 1277m² more or less being Lot 18 DP 4770 being part Sections 112 and 113 Gisborne Suburban and being all the land in Certificate of Title 121/47 Gisborne Registry HEREBY CONSENTS to the grant of the easement herein referred to

Dated this 21st day of June 1982

The Common Seal of the Northern United Building Society was hereto affixed in the presence of:-

Authorised Officer

Secretary



82/2028

CERTIFICATE TO THE DISTRICT LAND REGISTRAR
OF TRANSFER OF ENGAGEMENTS OF THE WITHIN NAMED MORTGAGEE
TO NORTHERN UNITED BUILDING SOCIETY

To The District Land Registrar - Gisborne

Registry

I, HOWARD BANKART ERSON of Auckland, Secretary of the Northern United Building Society hereby certify that an Application pursuant to S.34(5) of the Building Societies Act 1965 evidencing a transfer of engagements from the Eastern Co-operative Building Society to the Northern United Building Society was registered under No. 139851.1 and the said Northern United Building Society hereby applies to have the particulars set out in the said Application entered on the within mortgage and the Register accordingly.

DATED this 21st day of JUNE 1982



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

All costs of maintaining any line of pipes on the stipulated course and of opening up and restoring the surface thereof pursuant to the powers hereby granted shall be borne by the registered proprietor for the time being of the dominant tenement.

Dated this 27th day of April 1982

SIGNED by the abovenamed
LILIAN MARY LISTER
In the presence of:-

L. M. Lister

Williamson
Solicitor
Gibson

Frederick Murray Humphries
Denise May Humphries

SIGNED by the abovenamed
FREDERICK MURRAY HUMPHRIES
and DENISE MAY HUMPHRIES
in the presence of:-

Williamson
Solicitor
Gibson

SIGNED by the abovenamed
CHARLES KINGSFORD TAMBLIN
and ELAINE MARY TAMBLIN
in the presence of:-

Ch. Kingford Tamblin
Elaine Mary Tamblin

Williamson
Solicitor
Gibson

-Dated this day of 19

Signed by the above-named WILLIAM GEORGE HOPE
in the presence of

W. G. Hope

Witness: Williamson
Occupation: Solicitor
Address: Gibson

EASEMENT CERTIFICATE

Correct for the purposes of the Land Transfer Act.

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.

Williamson

Solicitor for the Registered Proprietor.
of the Dominant Tenement

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.....

Aug 3 2 34 P.M.
12/14, 12/15, 12/17,
4c/1150

DISTRICT LAND REGISTRAR

146013.3

CHRISP & CHRISP,
SOLICITORS,
GISBORNE.

