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L. & D. 82

New Zealand

(T)

EASEMENT CERTIFICATE

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

/// WE, TREVOR JOHN MASON of Auckland, Carpenter, and MARION RUTH MASON, his wife,

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 **Auckland** on the _____ day of _____ 19**75** under No. **79527** 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 convey water and to drain water and sewage.	Part Lot 2	"A"	Lot 1	
<i>/// Drainage</i>				

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.

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

Dated this *twelfth* day of *June* 19 *75*.

Signed by the above-named **TREVOR JOHN MASON and MARION BETH MASON**
in the presence of

T. J. Mason
J. R. Mason
Witness: *J. R. Mason*
Occupation: *Postmaster*
Address: *Wren / Glen*

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 as is necessary to reach the route as is reasonable in the circumstances) for the purpose of inspecting, cleaning, or repairing the pipe line, and to do so in a manner as little disturb the land of the grantor as is reasonably practicable, and as nearly as possible to repair any other damage to the land of the grantor which is caused by the exercise of the rights conferred by this clause.

Particulars entered in the Register-book,

Vol. _____, folio _____

the

at _____ o'clock.

District Land Registrar.
Assistant

of the District of _____

The within easement when created will be subject to Section 351(Ea) Municipal Corporations Act 1954

[Signature]

Transfer 337812.2 creates the within easements - 9.12.1975 at 10.410c

E. Miller for [Signature]



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DAVENPORT BUXTON GIBSON McHARDY & PARTNERS
SOLICITORS
HENDERSON



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DISTRICT LAND REGISTRAR
AUCKLAND NO. 7

