

300816.1 EC

EASEMENT CERTIFICATE

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

I, BRIAN WILLIAM CLAY of Auckland Clothing Manufacturer and
JULIE OLIVE TEKLA CLAY 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
on the 15th day of November 1972 under No. 66789
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. 54744

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 of Way	Pt Lot 1 Plan Coloured Blue 66789		Pt Lot 5 Lots 4 and 6 DP 54744	Volume 6C Folio 708
	Pt Lot 1 Coloured yellow Plan 66789		Pt Lot 5 DP 54744	Volume 6C Folio 708
	Pt Lot 5 Coloured Blue Plan 54744		Lot 1 DP 66789 and Lots 4 and 6 DP 54744	Volume 6C Folio 708
	Pt Lot 5 Coloured yellow Plan 54744		Lot 1 DP 66789	Volume 6C Folio 708

Statement of Passing over Information:

This information has been supplied by a third party. Accordingly, the Vendor and Austar Realty Limited are merely passing over this information as supplied to us by others. While we have passed on this information supplied by a third party, we have not checked, audited or reviewed the records or documents and therefore to the maximum extent permitted by law neither the Vendor nor Austar Realty Limited or any of its' salespersons or employees accept any responsibility for the accuracy of the materials. Intending purchasers are advised to conduct their own investigation.

1. Rights and powers:

~~State whether any
rights or powers
are here serving
addition as an
substitution for those
set out in the
Schedule to the Land
Transfer Act 1952.~~

2. Terms, Conditions, Covenants or Restrictions in respect of any of the above easements:

1. THE registered proprietor for the time being of each tenement served by a right-of-way shall be liable to pay in accordance with these provisions such sum as when added to a similar sum or sums payable by the registered proprietor for the time being of every other tenement served by that right-of-way shall be sufficient to pay the cost of carrying out the following matters or things :

- (a) The construction or further construction of a suitable and appropriate carriageway or drive of a permanent nature in such position and of such width depth and materials as shall be agreed upon or determined as hereinafter provided.
- (b) The surfacing of those parts of the rights-of-way as do not form part of the carriageway or drive as aforesaid and the construction of such drains as may be necessary for effectively draining the said rights-of-way.
- (c) After the laying down of the carriageway or drive as aforesaid the maintaining repairing or renewing of the said carriageway or drive the said drains and the said surfacing bordering the carriageway or drive.
- (d) The construction of vehicle crossings.

2. IN the event of the registered proprietor for the time being of any tenement served by a right-of-way requiring any matter or thing to be done under the provisions contained in sub-paragraphs (a) and (d) inclusive of Clause 1 hereof:

- (a) Such registered proprietor shall give notice in writing setting out the proposed action and shall cause the same to be served upon the registered proprietor for the time being of every other tenement served by the right-of-way by which the registered proprietor giving the notice is served either personally or by leaving the same at or posting the same to the last known place of abode or address of those other registered proprietors and in the event of such service being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof.
- (b) If after the lapse of twenty-eight days from the service of the said notice as aforesaid the registered proprietors for the time being of every other tenement served by that right-of-way approve of the proposed action in writing the registered proprietors so approving shall forthwith notify the registered proprietor serving the said notice and thereafter all action taken by the registered proprietors whose tenements are served by that right-of-way or any of them coming within the scope of the notice shall be deemed to be legitimately taken under Clause 1 hereof and binding on all those registered proprietors accordingly.
- (c) If all the registered proprietors for the time being of the tenements served by that right-of-way shall be unable to agree as to any matter or thing specified in the notice or if any other question or difference shall at any time hereafter arise between all or any of the registered proprietors for the time being of the tenements served by that right-of-way concerning these provisions or the construction meaning operation or effect thereof or as to the rights duties or liabilities of those registered proprietors or any of them under or by virtue of these provisions or otherwise or touching the subject matter hereof or arising out of or in relation thereto such matter or thing question or difference shall be referred to a single arbitrator to be agreed upon by all those registered proprietors or failing agreement to be appointed by the President for the time being of the Auckland District of the Law Society and in accordance with and subject to the provisions of the Arbitration Act, 1908 and amendments or any statutory modification or re-enactment for the time being in force.
- (d) If there shall at any time be more than one registered proprietor of a tenement served by a right-of-way then whether such proprietors hold the same jointly or in common they shall each be entitled to be served with the notice referred to in paragraph (a) of this Clause and their liability hereunder shall be joint and several but in all other respects they shall be deemed a single registered proprietor.

292702

DISTRICT LAND REGISTRY
AUCKLAND RD. 2

INSTRUMENTS LISTED BELOW RETURNED TO:
CAIRNS SLANE FITZGERALD & PHILLIPS
(NAME OF LODGING FIRM)
BY: D. Davidson / / 1974

ALL C.T. No's.	TYPE OF DOCUMENT	REGISTERED PROPRIETOR, TRANSFEROR, MORTGAGOR ETC.	APPLICANT, TRANSFEREE, MORTGAGEE ETC.	LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION	TOTAL AREA	REGISTRATION		MORTGAGE TYPE
						CONSIDERATION	DATE	
6C/709	T	PAWENTI - S.I.	HEFFEREN - G.R.	Lot 6 D.P. 54744	10-3-28	P	\$3,700	

Nov 6 10 13 AM '74

C.T. 6C/709 produced by us on 2/2/74 receipt
15248

N.P.

REP

DISTRICT LAND REGISTRAR AUCKLAND

LAND REGISTRY OFFICE
(SEARCH COPY)

067395

T-1-300816 12/6

INSTRUMENTS LISTED BELOW RETURNED TO:
WALLACE MCLEAN
(NAME OF LODGING FIRM)

DISTRICT LAND REGISTRY
AUCKLAND NO. 3

JUN 19 9 35 AM '74

AC : DMM : S. 44.6

ALL C.T. NO'S.	TYPE OF DOCUMENT	REGISTERED PROPRIETOR, TRANSFEROR, MORTGAGOR ETC.	APPLICANT, TRANSFEREE, MORTGAGEE ETC.	LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION	TOTAL AREA		CONSIDERATION	MIL. RATE	MORTGAGE FEE
					ACRES	SQ. FT.			

240/1302	M	B.W. & J.O.T. CLAY	A.G. & B.E. HARRISON	LOT 1 D.P. 66789	1a.1r.3.7p.	F	\$10,000		
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"	M	A.G. & B.E. HARRISON	BNZ	"	"	"	Advances		
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3									
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4									
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C.T. 240/1302 in LTO under Abstract 300816 dated 30.5.74.

Letter enclosed

2

10.00

19-6-74

T3

NEW TITLE REFERENCE SHEET

NEW TITLE TO ISSUE OFF ON CT. 121367 24C/1302

FOLLOWS NEW C.T. NO. _____

FOLLOWS NEW C.T. NO. _____ AND

NEW TITLE TO ISSUE _____

ENABLES DEPOSIT OF PLAN NO. _____

Checking Officer

Mr. Sweeney Abstract 121367 came to me from
Acquisitions downstairs. I noticed the ETC on that
abstract was re-reported on abstract 300816 which was
in new title charges. It seems that OST 707 & 708
have still to be produced or located if already in
LTD.

(S) A.L.R.

[Signature]

ARR 10-10-74



In reply please quote
REQUISITIONS

DEPARTMENT OF JUSTICE

P.O. Box No. Private Bag

The Land and Deeds Registry Office.

Telephone No. 71-499

AUCKLAND. 1.

7th FEBRUARY 1973

Messrs Daniel, Overton & Co.,Solicitors,P.O. Box 13-017,ONEHUNGA.)

Abstract 121367 - 15.11.1972

First and Final Notice.

(Please bring notice on any enquiry relating to this matter)

665-079

TRANSFER NO. _____

MORTGAGE NO. _____

ec 121367.3

C.T. NO.: 6C/708

PARTIES: _____

TO: _____

NOTICE UNDER SECTION 43 OF THE LAND
TRANSFER ACT 1952

1. NOTICE is hereby given that the abovementioned document(s) is/are the subject of the requisition hereafter set out. The fees will be forfeited and the document(s) refused registration pursuant to Section 43 of the Land Transfer Act 1952 unless the requisition below is satisfied on or before _____

if satisfaction of the requisition cannot be completed in the period allowed the document(s) should be withdrawn from registration or an extension of time sought.

2. REQUISITION:

Please produce C.T. 6C/706 and 709.

Should be 6C/707

GIVEN under my hand this 7th day of February 1973

FOR DISTRICT LAND REGISTRAR *[Signature]*

121367

300816

067395

Date

PLEASE COMPLETE WHEN FORWARDING DEALING(S) TO

DEBITRIES

DEALING(S) HEREIN

REGISTERED: REGISTER(S)

OUTSTANDING C.T. (S)

% - 6c/708

PLAN(S)

6c/707

Regime

OUTSTANDING DOCUMENT(S)

COMMENTS REGARDING MATCH-UPS

OFFICER'S SIGNATURE

FOR DEBITRIE USE ONLY

Checked: N.I.P. - 1/10-74

△

60/708

A. 130588 Transfer to Brian William Clay of Auckland, clothing manufacturer and Julie Olive Tekla Clay his wife - produced 18.10.1968 at 9.080's

Warr

A. 137153 Mortgage to The Northern Cooperative Terminating Building Society. 20.8.1969 at 19.75 cc

Warr

121367-1 Discharge of Mortgage A397182 mo to Lot 1 DPlan 66789 15.11.1972 at 10.067

121367-2 O.A.L.R. 15.11.1972 } cancelled as to Lot 1 DPlan 66789 and then 667395

24/1302

What 121367 }
300816 }
667395 }

NOTED
waiting on the
transfer of

J. J. J.

LE:ES

Requisition
Abstract 121367 of
15.11.1972.

71 499

AUCKLAND 1.

8 April 1974

Messrs Daniel, Overton & Goulding,
Barristers and Solicitors,
P.O. Box 13017,
ONEHUNGA.

Dear Sirs,

re: Easement Certificate B.W. & J.O.T. Clay
D.P. 66789

In my letter dated 7 February 1973 I asked that certificates of title 6C/706 and 709 be produced and I regret that the wrong Certificate of Title 6C/706 was given instead of 6C/707. Messrs Cairns, Slane, Fitzgerald & Phillips have produced Certificate of Title 6C/709 and the production of certificate of title 6C/707 in the name of Derek Heine and Jeanette Blanch Heine is still required and it would appear that the Certificate of Title would be in the custody of the first mortgagee, the Southern Cross Building and Banking Society. However, an examination of the easement certificate lodged by you in respect of the plan shows Lot 4 Deposited Plan 54744 as a dominant tenement. Therefore having regard to the provisions of s.90A(3) of the Land Transfer Act 1952 the easement certificate must be executed by both Mrs Fawcett and Mr and Mrs Heine and until this is done and Certificate of Title 6C/707 produced, registration cannot be completed.

Yours faithfully,

S

L. Esterman
District Land Registrar

300816
12-6-74
T1

Received Easement Certificate
121367.3

Daniel Overton Goulding

[Signature]
9/4/74

See also
067395 - find it
19/6/74

*Ring Daniel Overton
665-079*

L. & D. 20

Address all correspondence to:
THE DISTRICT LAND REGISTRAR,
PRIVATE BAG.



In reply, please quote:
Requisition
Abstract 121367 of
15.11.1972.

DEPARTMENT OF JUSTICE

LAND AND DEEDS OFFICE
AUCKLAND 1.

Telephone 71 499

8 April 1974

Messrs Daniel, Overton & Goulding,
Barristers and Solicitors,
P.O. Box 13017,
ONEHUNGA.

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re: Easement Certificate B.W. & J.O.T. Clay
D.P. 66789

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Yours faithfully,

A handwritten signature in black ink, appearing to read 'L. Esterman'.

L. Esterman
District Land Registrar

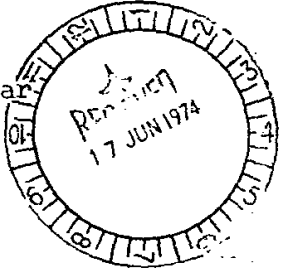
DANIEL, OVERTON & GOULDING
BARRISTERS & SOLICITORS

M. E. DANIEL LL.B.
J. K. H. GOULDING LL.B.
D. G. DANIEL LL.B.
F. J. CONNELL LL.B.

104-106 Queen Street,
Onehunga 6, N.Z.
P.O. Box 13-017, Onehunga
Phones 665-079, 665-730, 665-075 (4 Lines)

IN REPLY PLEASE QUOTE
Mr D G Daniel

The District Land Registrar
Land Transfer Office
Private Bag
AUCKLAND 1



12 June 1974

Requisition

Dear Sir

Re: Requisition Abstract 121367 of 15 November 1972
B W and J O T Clay

We refer to your letter of 8 April, and confirm that a new Easement Certificate was registered on 12 June 1974 with Abstract 300816. A new Easement certificate in duplicate was prepared and signed by the parties mentioned in your letter, and a production slip for Certificate of Title 6C/707 was registered at the same time. We uplifted the previous Easement certificate for amendment and are still holding this, and should be pleased if this could be withdrawn from registration.

Yours faithfully
DANIEL, OVERTON & GOULDING

per.

DGD:SR

*Mr Daniel will
come in to see
as soon as possible.*

19/6/74

Ernie

300816

*T.T. / NT.
12/6.*

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

SIGNED by the abovenamed STELLA IRENE FAWCETT } S. J. Fawcett
in the presence of :

By Deed
Legal Executive to
Baroness Stanbury, 7 St. James's Place
London
W1K 1LH

SIGNED by the said DEREK HEINE and JEANETTE BLANCH HEINE } Derek Heine
in the presence of: } Jeanette Heine

By Deed
Legal Executive to
Baroness Stanbury, 7 St. James's Place
London
W1K 1LH

Dated this 6th day of June 1974

Signed by the above-named BRIAN WILLIAM CLAY and } Brian W Clay
in the presence of JULIE OLIVE TEKLA CLAY } J O Clay

By Deed
Derek Heine
Jeanette Heine

Witness:

Occupation:

Address:

No.

Correct for the purposes of the Land Transfer Act.

EASEMENT CERTIFICATE

Lot 5 DP 54744

[Signature]
Solicitor for the Registered Proprietor.

situated in North Auckland Registry

RIGHTS AND POWERS OF GRANTEEES 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.

Particulars entered in the Register-book,

Vol. , folio

the

at o'clock.

District Land Registrar.
Assistant

of the District of

The easements referred to herein are subject to Section 27 (1) (a) Counties Amendment Act 1961



JUN 12 11 18 AM '74

240 R02

661 207 208 0709

DISTRICT LAND REGISTRY

300916.1 F
300628.1 - 300937.1 S1196

DANIEL, OVERTON & GOULDING
SOLICITORS
ONEHUNGA

