

L. & D. 82 (T)

New Zealand

3391243 EC

EASEMENT CERTIFICATE

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

I, HOUSING NEW ZEALAND LIMITED

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 HAMILTON on the 10th day of OCTOBER 1996 under No. DPS 74520 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. S 74520

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		
Party Wall	Lot 335 DPS 4960	A	Lot 336 DPS 4960	8C/1269
Party Wall	Lot 336 DPS 4960	B	Lot 335 DPS 4960	8C/1268

1. Rights and powers:
This easement is in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952.

(i) Party Wall

The following provision shall apply to the party wall:

The owner for the time being of any land on which any part of the party wall forming part of his dwelling is situated shall have the full free and uninterrupted right to the use and enjoyment for the purpose of a party wall of any other land shown in the easement certificate as part of the site of the party wall and of the portion of the party wall erected on that land.

Certificate of Non-Revocation of Power of Attorney

I, Daniel Despard Twigg of Wellington in New Zealand, of Housing New Zealand Limited

HEREBY CERTIFY:

1. THAT by Deed dated 30 August 1996 copies of which are deposited in the Land Registry Offices at

AUCKLAND (North Auckland Registry) and there numbered	D041835.1
BLenheim (Marlborough Registry) and there numbered	186983
CHRISTCHURCH (Canterbury Registry) and there numbered	A256933
DUNEDIN (Otago Registry) and there numbered	915676
GISBORNE (Poverty Bay Registry) and there numbered	G212061
HAMILTON (South Auckland Registry) and there numbered	365834
HOKITIKA (Westland Registry) and there numbered	105705
INVERCARGILL (Southland Registry) and there numbered	244174
NAPIER (Hawke's Bay Registry) and there numbered	646027
NELSON (Nelson Registry) and there numbered	361411
NEW PLYMOUTH (Taranaki Registry) and there numbered	435305
WELLINGTON (Wellington Registry) and there numbered	B537475

Housing New Zealand Limited, a duly incorporated company appointed me its Attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by me under the powers thereby conferred.

2. THAT at the date hereof I am the Manager Titles and Settlements of Housing New Zealand Limited.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Housing New Zealand Limited or otherwise.

SIGNED at Wellington this)
8th day of November 1996)



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

(i) The following provisions shall apply in respect of the party wall:

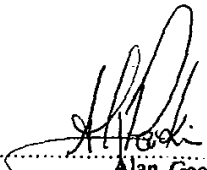
- (a) The maintenance, repair, demolition (whether in whole or in part) and reinstatement of the part of any party wall which separates any two dwellings shall be borne and done at the joint expense of the owners of the land on which those dwellings are situated unless any such work has been rendered necessary by the act or default of either of those owners along in which event the owner responsible or in default shall bear the whole cost thereof.
- (b) No owner of any land on which part of any party wall is situated shall without the consent of the owner of every piece of land on which any other part of the party wall is situated, make an addition to the party wall or impose any additional weight upon it or otherwise expose it to risk of damage.
- (c) In the event that there is legislative, Local Authority or other requirement requiring substantial expense or work in respect of any fireplace or appliance installed within or forming part of the party wall, then if one registered proprietor wishes to proceed with the work or expense the other shall be required to do so unless in the opinion of an arbitrator pursuant to paragraph (iii) this requirement shall be regarded as being wholly unreasonable in all of the circumstances.

Dated this 8th day of November 1996

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Signed for and on behalf of
HOUSING NEW ZEALAND LIMITED
by its Attorney:


Daniel Despard Twigg

Witness: 
Occupation: Alan George Parkin
Contract Manager
Housing New Zealand
Wellington
Address:

EASEMENT CERTIFICATE

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 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.

Correct for the purposes of the Land Transfer
Act.

[Signature]
Solicitor for the Registered Proprietor.

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.....



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REGISTER

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