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Document, Interest, Instrument: H894402.4

Property: 1447B Port Charles Road, Port Charles, Thames-Coromandel District

Legal Description: Lot 1 Deposited Plan 313053

CoreLogic Reference: 3209647/1

Processed: 06 September 2024

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Approved by the District Land Registrars: North Auckland 4221/75,
 South Auckland H.008116/1974, Canterbury 957768, Marlborough 75776,
 Gisborne 112239.9, Hawkes Bay 303051, Taranaki 217464.1,
 Wellington A038045, Westland 45629.

EASEMENT CERTIFICATE

H894402.4 EC

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

WE, ANDREW COLIN WILLIAMS of Mount Maunganui, Company Director and
PATRICIA MARGARET WILLIAMS, his Wife

being the registered proprietors 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 day of 1988 under No. S.45652 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.45652

Nature of Easement (eg Right of Way, etc.)	Servient	Tenement	Dominant Tenement Lot No. or other Legal Description	Title Reference
	Lot No, or other Legal Description	Colour or Other Means of Ident- ification, of Part Subject to Easement		
Right of Way	Pt. Lot 3	A & B	Lot 2	
Right of Way	Pt. Lot 1	C	Lot 2	
Right of Way	Pt. Lot 3	A, B, E, F	Lot 1	
Electricity	Pt. Lot 3	A, B, E, F	Lot 1	
Telephone	Pt. Lot 3	A, B, E, F	Lot 1	
Right of Way	Pt. Lot 1	C, D, G	Lot 3	
Electricity	Pt. Lot 1	C, D, G	Lot 3	
Telephone	Pt. Lot 1	C, D, G	Lot 3	

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:

- (a) In respect of each right of way easement the right for the grantee and other authorised persons (in common with the grantor and other authorised persons) to pass and repass:
 - (i) On foot with or without domestic animals of any kind and
 - (ii) With motor and other vehicles laden and unladen, machinery and implements of any kind for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.
- (b) In respect of each energy supply easement the right for the grantee and other authorised persons (in common with the grantor and all others having the like right) to lead and convey electricity, electric impulses, gas and any other form of energy without interruption or impediment (except during any periods of necessary renewal or repair) from the public street adjoining the servient land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the energy supply area to the dominant land.
- (c) In respect of each telephone service easement the right to the grantee and other authorised persons (in common with the grantor and all others having the like right) to convey telephone and similar services without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the servient land of the same by means of conduits, cables or pipes laid or to be laid under the surface area to the dominant land.
- (d) The rights and powers set out in paragraphs (a)(i) + (a)(ii) are in addition to those set out in the 7th Schedule to the Land Transfer Act 1952

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

(a) In respect of each right of way easement -

- (i) The grantor shall be responsible for the formation of the right of way.
- (ii) The grantor and the grantee shall be responsible for the maintenance of the right of way in good clean order, repair and condition.

(b) In respect of each energy supply easement -

- (i) The grantor shall be responsible for the installation of the energy supply.
- (ii) The grantee shall be responsible for the repair and maintenance of the energy supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or nuisance.

(c) In respect of each telephone service easement -

- (i) The grantor shall be responsible for arranging the installation of the telephone service.
- (ii) The grantor and the grantee shall jointly be liable for the repair and maintenance of the telephone service so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or nuisance.

DATED this 16th day of August 1988 (1989)

SIGNED by the abovenamed ANDREW)

COLIN WILLIAMS and PATRICIA)

MARGARET WILLIAMS)

in the presence of:

A. Williams
P. M. Williams

Witness

Occupation

Address

Williams
Robertson
Hamilton

Correct for the purposes of the Land Transfer Act

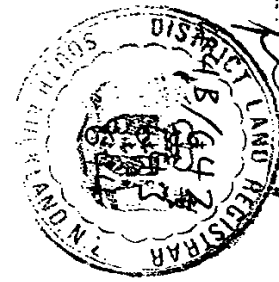

SOLICITOR FOR THE REGISTERED PROPRIETOR

Subject to Section 309(1)(a) Local Government
Act 1974


A.L.R.

(HF) Ease Cut 40
Footnote 35
875

REGISTERED



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
DISTRICT LAND REGISTRAR

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