

RPNZ document ordering service

Document, Interest, Instrument: S376814

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

Legal Description: Lot 1 Deposited Plan 313053

CoreLogic Reference: 3209645/1

Processed: 06 September 2024

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email documentordering@corelogic.co.nz.

S 376814 EC.

L. & D. 82

New Zealand

(T)

EASEMENT CERTIFICATE

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

I, WE, BODEN PAUL McLEOD of Port Charles, Farmer (3/4 share) and IAN RUTHERFORD McLEOD formerly of Oamaru but now of Hamilton, Engineer (1/4 share) as tenants in common in the said shares

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 25th day of January 19 67 under No. S11111 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 of Way	Part Lot 1 D.P.S11111	coloured blue	Lot 7 D.P.S5166	1C/357.
Right of Way	Part Lot 1 D.P.S11111	coloured blue	Those parts of Lot 1 D.P.22922 as are con- tained in C/T.5D/775	5D/775
Right of Way	Part Lot 1 D.P.22922	coloured yellow on plan S 11111	Lot 1 D.P.S11111	5D/775
	all servient land in C.T. 5D/775			


1. Rights and powers: As implied.

State whether any
rights or powers set
out here are in
addition to or in
substitution for those
set out in the *Svenska*
Schedule to the Land
Transfer Act 1952.

CONSENT TO EASEMENT CERTIFICATE IN RESPECT OF
DEPOSITED PLAN S11111.

MARTHA MCLEOD of Port Charles Widow the Mortgagee under
Mortgage No. S.189981 (South Auckland Registry) DOTH HEREBY
CONSENT to the annexed Easement Certificate BUT WITHOUT
PREJUDICE to her rights powers and remedies otherwise under
or in respect of the said Mortgage.

DATED the 19th day of May, 1967.

SIGNED by MARTHA MCLEOD }
as Mortgagee by her Attorney }
JOHN EDWIN TOWLE in the }
presence of :- }

Solicitor
Auckland.

*Martha McLeod
by her attorney
J. Towle*

I, JOHN EDWIN TOWLE of Auckland Solicitor do solemnly and sincerely
declare:

1. THAT I am the true and lawful attorney of MARTHA MCLEOD under
and by virtue of a certain Power of Attorney dated the 15th day of
April, 1954 a copy whereof is deposited in the Land Transfer Office at
Auckland under Number 12224.

2. THAT I have executed the foregoing Consent in pursuance of the
powers vested in me by virtue of the said Power of Attorney.

3. THAT I have received no notice of the revocation of the said Power
of Attorney by death or otherwise and I believe the same to be in full
force and effect.

AND I MAKE this solemn declaration conscientiously believing the same
to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Auckland }
this 19th day of May }
1967 before me : }

J. Towle



A Solicitor of the Supreme Court of New Zealand.

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

As implied.

DATED this Eight day of May 1967.

SIGNED by the above-named
BODEN PAUL McLEOD in the
presence of:

Mr. Hamish Wood J.P.
Retired Farmer
Port Charles.

B. P. McLeod

SIGNED by the above-named
IAN RUTHERFORD McLEOD in
the presence of:

Ian R. McLeod

Dated this _____ day of _____ 19xx

Signed by the above-named IAN RUTHERFORD McLEOD
in the presence of _____

Witness: M. Taylor

Occupation: Patmistress

Address: P.O. Honoring

S 376814

No.

EASEMENT CERTIFICATE

situated in the Land Registration District
of Auckland

Correct for the purposes of the Land Transfer Act.

John Dore
Solicitor for the Registered Proprietors

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."

Particulars entered in the Register-book,

Vol. *1C*, folio *357, 50/175*

the *2nd* day of *June*

at *2.55* o'clock.



John Dore
District Land Registrar

of the District of

SOUTH AUCKLAND

LAND & DEEDS

Nature: *LEASE*
in *COMPINS, WAKE & PATERSON*
2 JUN 1967
Time: *2.55*
Fee: *£ 1:-*
Abstract No. *42440*

TOWLE & COOPER
SOLICITORS.
AUCKLAND.



7,500/6/63—4666 W K