

(T)

# 127703 EC

## EASEMENT CERTIFICATE

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

I, MARY WHISTLER RAYWARD of New Plymouth Widow ✓

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 New Plymouth on the 14th day of March 1963 under No. 9135 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. 9135

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		
1. Right of Way	Pt. Lot 1	Yellow	Lot 2	Volume 263 Folio 73
2. Right of Way	" Lot 2	Blue	Lot 1	" "
3. Right to convey water	" Lot 2	The line shown as broken blue	Lot 1	" "
4. Right to drain sewage	" Lot 2	The line shown as broken red	Lot 1	" "

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.

Those set out in the Seventh Schedule

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

Dated this 28th day of March 19 63

Signed by the above-named MARY WHISTLER RAYWARD  
in the presence of

Mary Rayward

Witness: FX SWANN

Occupation: Solicitor

Address: 1110 Plymouth

127703

12

No.

Correct for the purposes of the Land Transfer Act.

EASEMENT CERTIFICATE

Solicitor for the Registered Proprietor.

situated in Part Lot 1 D.P. 7393 City of New Plymouth

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS BY SECTION 90b 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. 263, folio 73

the 3rd day of April 1963 at 11.22 o'clock.



J. J. Allan District Assistant Land Registrar.

of the District of TARANAKI

The easements referred to herein when created will be subject to section 351E (a) of the Municipal Corporations Act 1954.

J. J. Allan D.L.R.

LAND & DEEDS stamp with handwritten details: Nature: Easement, Date: 3-APR 1963, Time: 11.22, Fee: £ 1.00, Abstract No. 475.

NICHOLSON KIRKBY SHEAT & EWART, Solicitors, New Plymouth.



MEMORANDUM OF TRANSFER

986 84 TE



-6 XII 57 3539 -13.040  
Stamp Duty 7 R

I, MARY WHISTLER RAYWARD of New Plymouth, Married Woman (hereinafter with her executors, administrators and assigns called "the Transferor") being registered as the proprietor of an estate in fee simple

subject.

however, to such encumbrances, liens, and interests as are notified by memorandum underwritten

or endorsed hereon, in all those pieces of land situate in the City of New Plymouth containing FIRSTLY 1 rood 28.2 perches more or less being Lot 2 on Deposited Plan 8204 and being part section 89 Fitzroy District and being part of the land comprised in Certificate of Title Volume 190 Folio 100 (Taranaki Registry)

AND SECONDLY 2.18 perches more or less being Lot 3 on the said Deposited Plan 8204 and being part of the land in the said Certificate of Title Volume 190 Folio 100

AND THIRDLY 1.07 perches more or less being Lot 4 on the said Deposited Plan 8204 and being part of the land in the said Certificate of Title Volume 190 Folio 100

AND FOURTHLY 1 acre 23.4 perches more or less being Lot 1 on the said Deposited Plan 8204 and being part of the land in the said Certificate of Title Volume 190 Folio 100

AND SUBJECT as to the lands firstly secondly thirdly and fourthly described to the conditions as to rights of way imposed by the New Plymouth City Council PURSUANT to an agreement for sale and Purchase dated the 27th day of September, 1957

AND IN CONSIDERATION of the sum of ONE THOUSAND TWO HUNDRED POUNDS (\$1200.0.0) paid to me by GEORGE ANDREW TAYLOR of New Plymouth, Company Director (hereinafter with his executors, administrators and assigns called "the Transferee") (the receipt of which sum is hereby acknowledged)

DO HEREBY TRANSFER to the said Transferee all my estate and interest in the land firstly and secondly above described together with a full free and uninterrupted right of way at all times over Lot 4 on the said Deposited Plan 8204 for the Transferee his tenants, servants, agents, workers and visitors with or without vehicles in common with all others having the same rights and in the nature of an easement appurtenant to the firstly and secondly above-described land

BUT RESERVING nevertheless to the Transferor and other the registered proprietor or proprietors for the time being of the land thirdly and fourthly above described and every part thereof and her and their tenants, servants, agents, workers and visitors with or without vehicles in common with the Transferee the registered proprietor or proprietors for the time being of the land firstly and secondly above-described a full free and uninterrupted right of way over Lot 3 on the said Deposited Plan 8204 TO THE INTENT that the rights of way hereby reserved shall be forever appurtenant to the said land thirdly and fourthly above described

AND ALSO RESERVING to the Transferor and other the registered proprietor or proprietors for the time being of the said Lots 1 and 4 and every part thereof the right in perpetuity to keep and use the water pipes and sewerage pipes now laid across the said Lots 2 and 3 in the positions shown on the said Deposited Plan together with the right to enter upon the said Lots 2 and 3 and to break up the surface of the land thereof for the purpose of maintaining repairing and reconstructing the said pipes subject to the conditions that the Transferor and her successors in title as aforesaid in so doing will disturb the said land as little as possible and after completion of any works will as far as is practicable restore the surface of the land to the condition it was in before commencement of such works

AND I the said Transferee do hereby accept the foregoing Memorandum of Transfer and also for myself my executors administrators and assigns DO HEREBY COVENANT and agree with the Transferor that I will not call upon or require the Transferor to, erect or assist in or contribute to the cost of erecting or maintaining any dividing fence between the land hereby transferred and any adjoining land belonging to the transferor but this covenant shall not enure for the benefit of any purchaser of any such adjoining land

IN WITNESS whereof these presents have been executed this 5th day of December One thousand nine hundred and fifty-seven (1957)

Unstamped Agreement for Sale, dated 27/9/57 produced for inspection

Endorsement on OP 8204

\* To convey water and sewage respectively through and along the said pipes to or from the said lots 1 and 4.

Lot 3, 4

Handwritten initials

SIGNED by MARY WHISTLER RAYWARD }  
as Transferor in the presence of: }

Name..... M. Rayward.....  
Occupation..... Solicitor.....  
Address..... New Plymouth.....

*Mary Rayward*

SIGNED by GEORGE ANDREW TAYLOR }  
as Transferee in the presence of: }

Name..... G. A. Taylor.....  
Occupation..... Solicitor.....  
Address..... New Plymouth.....

*G. A. Taylor*

**Moss & Jamieson**

BARRISTERS AND SOLICITORS

TELEPHONE 5413 (3 lines)

L. M. MOSS, B.A., LL.M.  
R. D. JAMIESON  
H. D. MOSS, LL.B.

WHEN CALLING OR TELEPHONING WITH  
REFERENCE TO THIS LETTER ASK FOR  
Mr. H.D. Moss.

P.O. BOX 250  
*Bank of New South Wales Chambers,  
Devon Street,  
New Plymouth, N.Z.*

17th December, 1957.

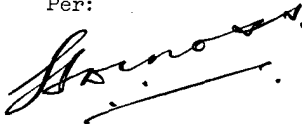
The District Land Registrar,  
NEW PLYMOUTH.

Dear Sir,

Re: TRANSFER MARY WHISTLER RAYWARD TO  
GEORGE ANDREW TAYLOR

The above transfer 98684 was registered on  
the 3rd instant. Would you kindly hand the new  
title issuing in consequence to this action to Messrs.  
Govett, Quilliam & Co.

Yours faithfully,  
MOSS & JAMIESON.  
Per:

227/3  


No. 98684

Correct for the purposes of the Land Transfer Act.

# TRANSFER

*F. J. Allan*

A Solicitor of the Supreme Court of New Zealand,  
Solicitor for the Transferee.

MARY WHISTLER BAYWARD  
Transferor.

GEORGE ANDREW TAYLOR  
Transferee.

The easement created by the within Transfer is subject to the provisions of Section 351 sub-section (b) of the Municipal Corporations Act 1904.

*F. J. Allan*  
B.L.R.

Particulars entered in the Register Book,

Volume 190 Folio 100

the 11<sup>th</sup> day of December

1957, at 11.53. o'clock.



*F. J. Allan*  
Assistant District Land Registrar of  
the District of Taranaki.

*New Order*  
*see order*  
*22/1/57*  
*M. follows 20/12/57*  
*F/cov*  
*nc0*

*R. C.T. 190/100*  
*City of N.P.*  
*Lots 2 and 3 O.P. 8204*  
*being part sec. 89 2<sup>nd</sup> district*  
*(Black v Paritutu S.D.)*  
*Total area 0-1-30.48*  
*Subj. to R.O. Waver Lot 3*  
*Together with R.O.W. over Lot 4*  
*Fencing boundary*  
*Final*

*84/10/57*  
*Lot 3 yellow*  
*Lot 4 blue*

LAND & DEEDS	
Nature:	TRANSFER / cov
Firm:	
Date:	11-12-57
Time:	11.53.
Fee: £	4 : 2
Abstract No.	2166

MOSS & JAMIESON  
SOLICITORS,  
NEW PLYMOUTH, N.Z.





138415 EC

101

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, MARY WHISTLER RAYWARD of New Plymouth, Widow

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 New Plymouth on the 27th day of October 1964 under No. 9353 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. 9353

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	Blue	2	263/73 (part)
Right of Way	Part Lot 2 containing 6.64 perches	Yellow	1	263/73 ✓ (part)
Right to convey Water	Lot 2	Broken Blue	1	263/73 (part)
Right to drain Sewage	Lot 2	Broken Yellow	1	263/73 (part)

Mary Rayward.

1. Rights and powers: are those set out in the 7th Schedule to the Land Transfer Act 1952.

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: nil.

DATED this *30<sup>th</sup>* day of *November* 19*64*.

SIGNED by MARY WHISTLER RAYWARD }  
in the presence of:-

*Mary Rayward*

Witness:.....*G. E. D. am y*.....

Occupation:.....*Solicitor*.....

Address:.....*New Plymouth*.....

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Signed by the above named  
in the presence of

Witness:.....

Occupation:.....

Address:.....

138415

12/682

No.

Correct for the purposes of the Land Transfer Act.

# EASEMENT CERTIFICATE

Solicitor for the Registered Proprietor.

situated in the Land Registration District of Taranaki.

## RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS BY SECTION 90B 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. 263, folio 73.

the 7th day of December 1964

at 10.33 o'clock.



District Land Registrar Assistant

of the District of Taranaki.

The easements referred to herein when created will be subject to section 301A (a) of the Municipal Corporations Act 1954.

D.L.R.

LAND & DEEDS
Easement
10.33
7 DEC 1964
10.33
0001



460083.5 PSE

**TRANSFER**

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

**TRANSFER**  
Land Transfer Act 1952

*If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.*

Land Registration District

Taranaki

Certificate of Title No.    All or Part?    Area and legal description — *Insert only when part or Stratum, CT*

G3	265	All	
----	-----	-----	--

Transferor Surnames must be underlined

GRAEME ALLAN BEALS, WENDA JANE BEALS and BRETT GOULD

Transferee Surnames must be underlined

- a) Clarice Annie PARKER
- b) Maisie HEWARD

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.*

- a) Right of Way created by Transfer 138416 (Easement Certificate) over that part of the land contained in Certificate of Title A2/682 coloured blue on DP 9353
- b) Right of Way created by Transfer 128055 (Easement Certificate 127703) Continued

Consideration

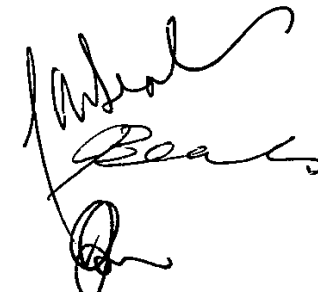
\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS <sup>and surrenders</sup> to the TRANSFEEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described ~~above such is granted or created.~~

Dated this 19<sup>th</sup> day of February 1999

Attestation

	Signed in my presence by the Transferor
	Signature of Witness
	<b>Witness to complete in BLOCK letters</b> <i>(unless typewritten or legibly stamped)</i>
	Witness name Occupation <b>Janice Anne Johns</b> <b>Legal Executive</b> Address <b>Reeves Middleton Young</b> <b>NEW PLYMOUTH</b>
Signature, or common seal of Transferor	

**Certified correct for the purposes of the Land Transfer Act 1952**  
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
(DELETE INAPPLICABLE CERTIFICATE)

  
 Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

19<sup>th</sup> February 1999

Page

2

of

2

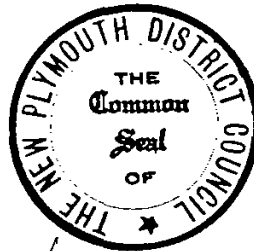
Pages

Continuation of "Estate or Interest or Easement to be created:"

over that part of the land contained in Certificate of Title A1/713 coloured yellow on DP 9135

The New Plymouth District Council consents to the within surrender of Right of Way created by Transfers 138416 and 128055

SEALED with the Common Seal of THE NEW PLYMOUTH DISTRICT COUNCIL and SIGNED by the MAYOR and PRINCIPAL ADMINISTRATIVE OFFICER of the New Plymouth District Council on behalf of and by direction of the said Council;



*[Handwritten signature]*

Dated this 19<sup>th</sup> day of February 1999

*[Handwritten signature]*

ROWAN WILLIAMS  
PLANNING OFFICER  
NEW PLYMOUTH DISTRICT COUNCIL  
NEW PLYMOUTH

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

*[Handwritten signature]*

*[Handwritten initials]*

Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

Land Transfer Act 1952

5

Law Firm Acting
BILLINGS SOLICITORS NEW PLYMOUTH

Auckland District Law Society  
REF: 4135

This page is for Land Registry Office use only  
(except for "Law Firm Acting")



PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY TARANAKI  
FOR REGISTRAR - GENERAL OF LAND

10.44 28.APR.99 . 460083.5

