

**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier **NA7D/1106**
Land Registration District **North Auckland**
Date Issued 15 February 1966

Prior References

NA1545/78 NA1833/62

Estate Fee Simple
Area 1103 square metres more or less
Legal Description Part Lot 26 Deposited Plan 35077

Registered Owners

Paul Charles Price and Susan Annette Price

Interests

Fencing Agreement in Transfer 571475 (affects part)

Fencing Agreement in Transfer 594232 (affects part)

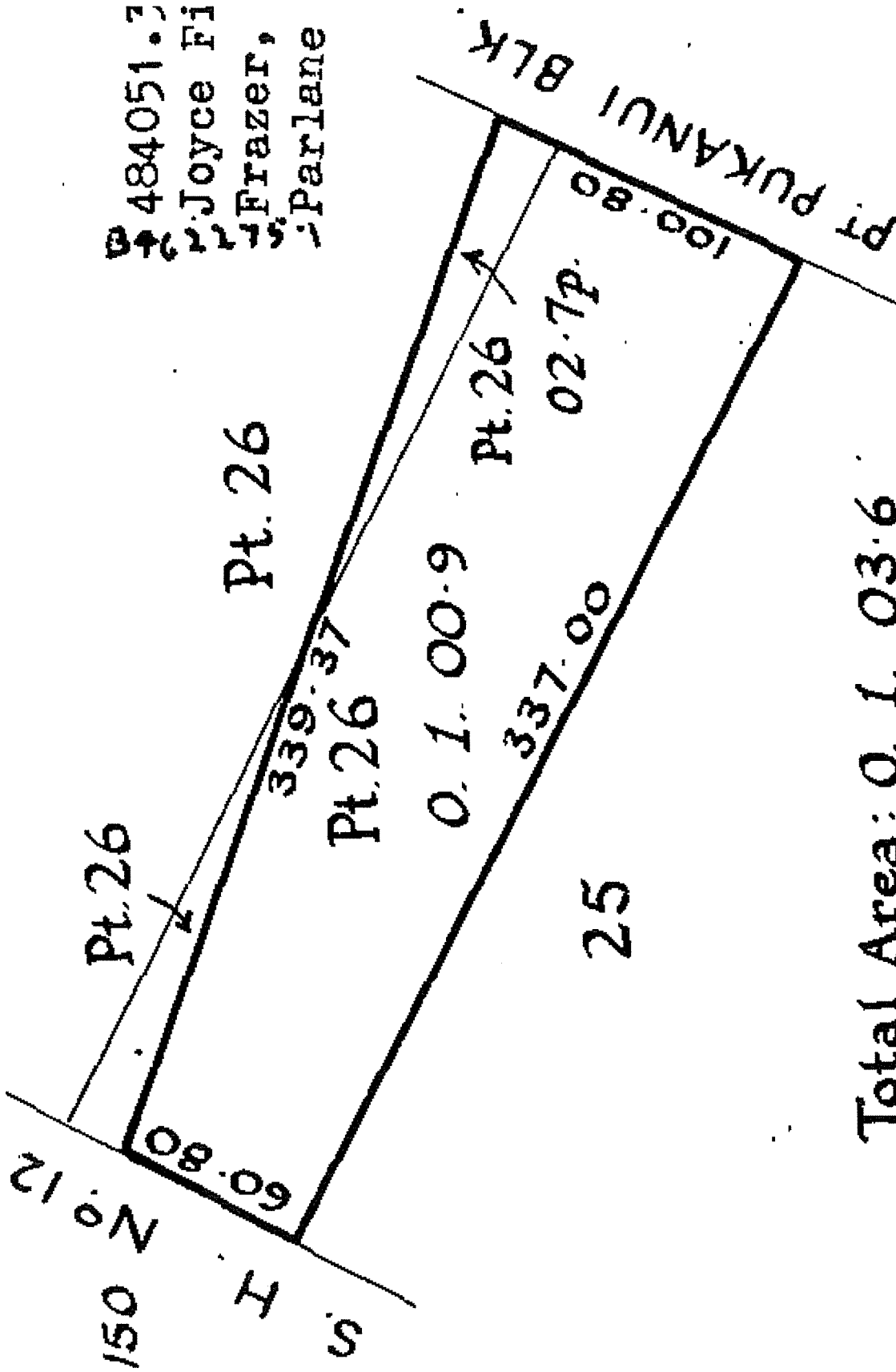
Subject to a right of way over part marked A on DP 35077 specified in Easement Certificate 484051.1 - 17.11.1978 at 1.30 pm

Appurtenant hereto is a right of way specified in Easement Certificate 484051.1 - 17.11.1978 at 1.30 pm

D616625.1 Gazette Notice declaring the adjoining State Highway 12 to be a limited access road - 27.6.2001 at 9.01 am

D616700.2 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 27.6.2001 at 9.01 am

484051.3
 Joyce Fi
 Frazer,
 Parlane



Total Area: 0. 1. 03.6



EASEMENT CERTIFICATE

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

I, /We PETER FRANCIS MALINS of Omapere retired and
BETTY CHRISTINA MALINS his wife and
NORMAN CLAUDE PARLANE of Hokianga farmer

being the registered proprietor(s) 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 Auckland on the 28th day of October 19 77 under No. 84718 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. 84718

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Parts Lots 26 on D.P. 35077 and being part of Pukanui No.192N Block	Shown marked "A"	Lot 25 D.P. 35077 and being part Pukanui Block	7D/1106
Right of Way	Lot 25 D.P. 35077 and being part Pukanui Block	Shown marked "B"	Parts Lot 26 on D.P.35077 and being part of Pukanui No. 192N Block	968/174

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:

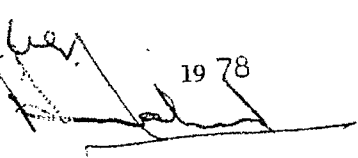
Implied rights and powers only

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

Implied terms and conditions only

Dated this 23rd day of September 1978

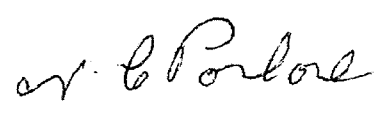
Signed by the above-named
PETER FRANCIS MALINS and
BETTY CHRISTINA MALINS

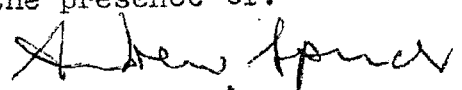

P. Malins

in the presence of

Witness Andrew Spencer
Occupation Director
Address Kirkcaldy

SIGNED by the above-named
NORMAN CLAUDE PARLANE
in the presence of:




Director
Kirkcaldy

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act

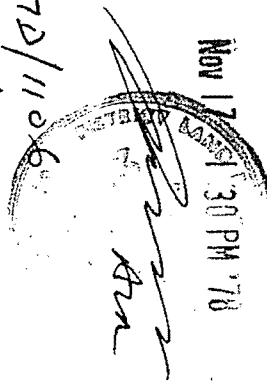
Andrew Spencer
Solicitor for the registered proprietor

The within easement was created
by Transfer 484051.2
17.11.1978 at 1.30 p.m.

JWaw
A.S.

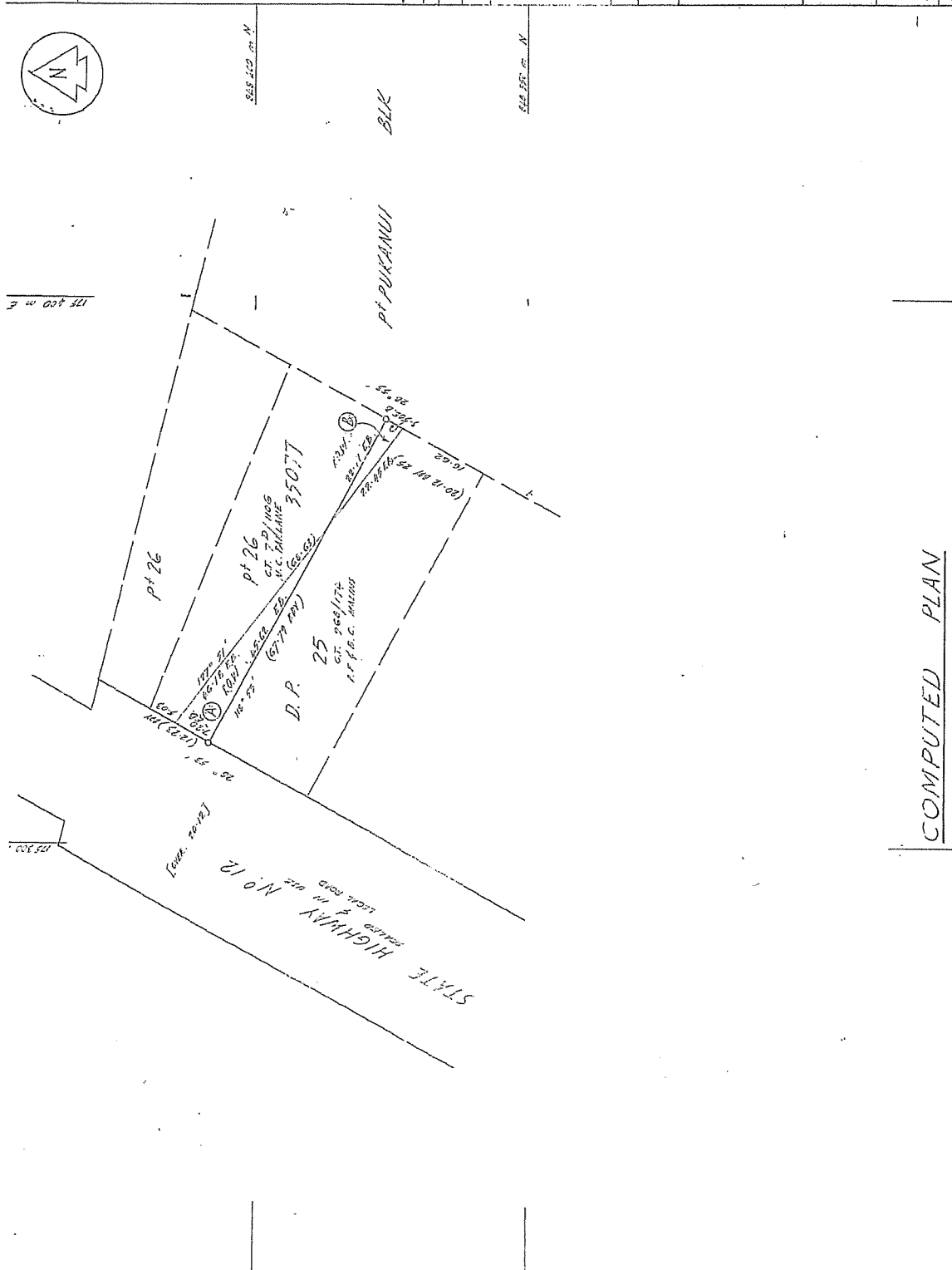
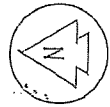
WALLACE, SPENCER & CO.,
SOLICITORS,
KAIKOHE.

70/1126
968/174



DISTRICT LAND REGISTRY

484051.1



LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK. & DIST. VII HOKIANGA S. D.
 NZMS

COMPUTED PLAN

PROPOSED RIGHTS OF WAY OVER PART LOTS 25 & 26
 D.P. 35077

LOCAL AUTHORITY WAIKANGA COUNTY
 Surveyed by FRASER THOMAS GRIMM SHAW and PARTNERS
 Scale 1:200 Date NOV. 77

BOUNDARY...
 COUNTY...
 ...

PROPOSED EASEMENTS
 ...

...
 ...

SYSTEM	AREA	AREA	AREA
A
B

Total Area
 Comprised in ...

I, FRASER THOMAS GRIMM SHAW of WAIKANGA
 Registered Surveyor and holder of an annual practicing certificate
 hereby certify that this plan has been made from Surveys executed
 by me or under my direction, that both plan and Survey are correct
 and have been made in accordance with the regulations under the
 Surveyors Act 1956
 Dated at WAIKANGA this 22 day
NOVEMBER 1977
FRASER THOMAS GRIMM SHAW Signature

Field Book...
 Reference Point...
 Examined by...
 Approved as to Survey by...
 Chief Surveyor

FILE NO. 35077
84718

METRIC
 NOV 1977
 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51



APPROVED
 H. C. MANNING
 H.C. MANNING
 1977

IN ACCORDANCE WITH THE PROVISIONS OF THE HOKIANGA COUNTY COUNCIL ACT 1977, THE HOKIANGA COUNTY COUNCIL HAS RESOLVED TO GRANT THE RIGHTS OF WAY OVER PARTS OF LOTS 25 AND 26 SHOWN HEREON TO THE STATE HIGHWAY DEPARTMENT FOR THE PURPOSES OF THE STATE HIGHWAY NO. 12. THE COUNTY ENGINEER HAS ADVISED THAT THE PROVISIONS OF THE HOKIANGA COUNTY COUNCIL ACT 1977 HAVE BEEN COMPLIED WITH IN RESPECT OF THE MATTER REFERRED TO HEREIN.

FORWARDED TO THE COUNTY ENGINEER
 H. C. MANNING
 COUNTY ENGINEER

SHOWNY	PROPOSED RIGHTS OF WAY	EXISTING RIGHTS OF WAY
A	100.00 m	100.00 m
B	100.00 m	100.00 m

STANDARD DATUM: O.S. 1955
 100 000 m N
 100 000 m E

Total Area
 Comprised in S.T. 27/106 & S.T. 26/106

I, HOKIANGA COUNTY ENGINEER, H. C. MANNING, Registered Surveyor and holder of an annual practicing certificate, hereby certify that this plan has been made from surveys executed by me or under my direction, that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act 1968.

Dated at HOKIANGA this 22 day of JULY 1977
 Signature: H. C. Manning

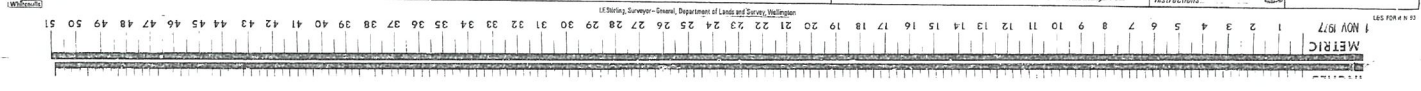
Field Book: p. Traverse Book: p.
 Reference Plans: S.T. 27/106, S.T. 26/106, S.T. 25/106
 Examined: S. Schwartz, Correct

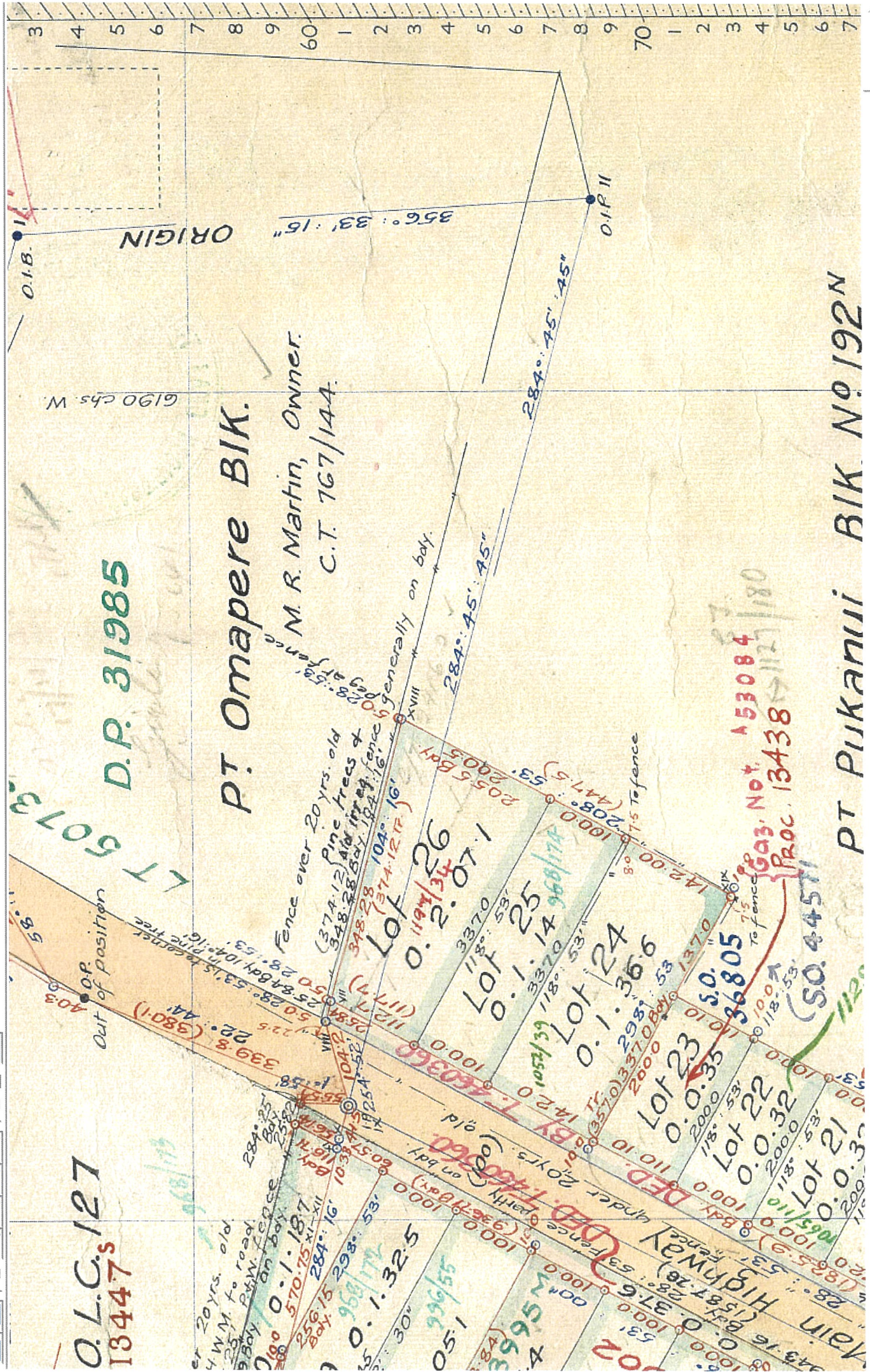
Approved as to Survey
 H. C. Manning, Chief Surveyor
 Deposited: this 22 day of July 1977
 H. C. Manning, Land Registrar

LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK. & DIST. VII HOKIANGA S. D.
 NZMS SHEET No.

PROPOSED RIGHTS OF WAY OVER PART LOTS 25 & 26
 D.P. 35077

LOCAL AUTHORITY HOKIANGA COUNTY
 Surveyed by FRASER THOMAS GUNMAN SHAW and PARTNERS
 Scale 1:500 Date JULY 77





O.L.C. 127
13447s

D.P. 31985

PT Omapere BIK.

M. R. Martin, Owner.
C.T. 767/144.

PT Pukanui BIK No 192N

Rights of way

(1)

A right of way includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to go over and along the easement facility.

(2)

The right to go over and along the easement facility includes the right to go over and along the easement facility with or without any kind of—

(a)

vehicle, machinery, or implement; or

(b)

domestic animal or (if the burdened land is rural land) farm animal.

(3)

A right of way includes the right to have the easement facility kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the easement facility.

(4)

The right to go over and along the easement facility, and to have the easement facility kept clear, is limited to the extent required by any period of necessary repair or maintenance of the easement facility.

(5)

The easement facility for the relevant easement is the surface of the land described as the easement area, including any easement facility laid or to be laid along the easement area in accordance with clause 10(1).

10 General rights

(1)

All of the easements referred to in this schedule include—

(a)

the right to use any easement facility already situated in the easement area for the purpose of the easement granted; and

(b)

if no suitable easement facility exists in the easement area, the right to lay, install, and construct in the easement area (including the right to excavate land for the purpose of that construction) an easement facility that the grantee reasonably requires and for which the grantor has given prior consent; and

(c)

the right to repair and maintain the easement facility.

(2)

The grantor must not unreasonably withhold consent under subclause (1)(b).

(3)

The grantor must not do and must not allow to be done on the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.

(4)

The grantee must not do and must not allow to be done on the benefited land (if any) or the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.

(5)

To avoid doubt, all the easements referred to in this schedule (other than for a right to convey electricity) include the right to convey any electricity necessary to operate a pump or other equipment that is part of the easement facility.

11 Repair, maintenance, and costs

(1)

If the 1 or more grantees have exclusive use of the easement facility, each grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.

(2)

If the 1 or more grantees and the grantor share the use of the easement facility, each of them is responsible equally for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in subclause (1).

(3)

If the easement is in gross, the grantee bears the cost of all work done outside the burdened land.

(4)

The parties responsible for maintenance under subclause (1), (2), or (5) (as the case may be) must meet any associated requirements of the relevant local authority.

(5)

Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the grantor or the grantee must be promptly carried out by that grantor or grantee at their sole cost.

(6)

However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the grantor or grantee,—

(a)

that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and

(b)

the balance of those costs is payable in accordance with subclause (2).

(7)

The costs of any electricity used for the conveyance of water must be apportioned between users of the water in proportion to their usage of the water.

12 Rights of entry

(1)

The grantee may, for the purpose of exercising any right or power, or performing any related duty, implied in an easement by these regulations,—

(a)

enter upon the burdened land by a reasonable route and with all necessary tools, vehicles, and equipment; and

(b)

remain on the burdened land for a reasonable time for the sole purpose of completing the necessary work; and

(c)

leave any vehicles or equipment on the burdened land for a reasonable time if work is proceeding.

(2)

However, the grantee must first give reasonable notice to the grantor.

(3)

The grantee must ensure that as little damage or disturbance as possible is caused to the burdened land or to the grantor.

(4)

The grantee must ensure that all work is performed properly.

(5)

The grantee must ensure that all work is completed promptly.

(6)

The grantee must immediately make good any damage done to the burdened land by restoring the surface of the land as nearly as possible to its former condition.

(7)

The grantee must compensate the grantor for all damage caused by the work to any crop (whether ready for harvest or not) or to any buildings, erections, or fences on the burdened land.

13 Default

If the grantor or the grantee does not meet the obligations implied or specified in any easement,—

(a)

the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 10 working days from service of the notice of default, the other party may meet the obligation; and

(b)

if, at the expiry of the 10-working-day period, the party in default has not met the obligation, the other party may—

(i)

meet the obligation; and

(ii)

for that purpose, enter the burdened land; and

(c)

the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and

(d)

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

14 Disputes

If a dispute in relation to an easement arises between parties who have a registered interest under the easement,—

(a)

the party initiating the dispute must provide full written particulars of the dispute to the other party; and

(b)

the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

(c)

if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—




(i)

the dispute must be referred to arbitration under the [Arbitration Act 1996](#); and

(ii)

the arbitration must be conducted by a single arbitrator agreed by the parties or, failing agreement, appointed by the President of the branch of the New Zealand Law Society for the area in which the easement is located.



	Parcel
	Road
	Far North District boundary



Projection NZTM2000. Datum NZGD2000. Scale: 1:529

DISCLAIMER:
 While the Far North District Council strives to keep the data in this service current, it may not be the most recent or most accurate data available. No reliance on the information contained on this map by any person is permitted. FNDC will not be liable for any omissions or errors of information contained on this map. FNDC recommends that persons seek specific advice on individual properties from FNDC and other specialist organisations which may hold more up to date or accurate information.



Far North District Council
Te Kaunihiera o Tai Tokerau ki te Raki

Far North Maps