D 579922.4 EC

EASEMENT CERTIFICATE

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

I/We ROBERT WILLIAM HASTIE and DEBORAH LYNNE HASTIE
and RACHAEL MARIE ELLIOTT and AARON LINDSAY ELLIS-SMITH

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 201608
on the day of 19 under No. ~~210608~~
are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE 201608
DEPOSITED PLAN NO. ~~210608~~

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	Lot 1	"A" "B"	Balance Lot 1 DP 171740 (residue CT 102A/773)	129B/628
	Lot 1	"A" "D"	Lot 2 DP 164887	99B/503 129B/628
Electricity Power Supply	Lot 1	"A" "D"	Lot 2 DP 164887	99B/503 129B/628
Right of Way	Balance Lot 1 DP 171740	"C"	Lot 1	129B/628
~~Electricity~~ Power Supply	Lot 1 DP 164887	"E"	Lot 2 DP 164887	99B/503 99B/502

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:

1. INTERPRETATION

In this instrument unless the context otherwise requires:

"the certificate" means this easement certificate (including these conditions) as it may be varied from time to time.

"these conditions" means these conditions as they may be varied from time to time.

"costs" means the costs of repair maintenance and serving of any article property or facility used or needed for the proper exercise of the rights created by this certificate.

"dominant land" in relation to any easement means the land described in the schedule to which the relevant easement is appurtenant.

"easement" means an easement recorded by this certificate.

"electricity supply area" means that part of the land described in the schedule as being subject to an electricity supply easement (also referred to as "the said land").

"electricity supply easement" means the rights recorded by this certificate in relation to each electricity supply area.

"the Grantee" in relation to each easement means the registered proprietor for the time being of the dominant land which the relevant easement is appurtenant.

"the Grantee and other authorised persons" in relation to any easement means the Grantee and the agents employees contractors tenants licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement and where the context so admits means any of such persons.

"the Grantor" in relation to each easement means the registered proprietor for the time being of the servient land which is subject to the relevant easement.

"the Grantor and other authorised persons" in relation to any easement means the Grantor and the agents employees contractors tenants licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the relevant easement and where the context so admits means any of such persons.

"the plan" means Deposited Plan 210608 (North Auckland Registry).

"right of way area" means that part of the land described in the schedule as being subject to a right of way easement.

"right of way easement" means the rights recorded by this certificate in relation to each right of way.

"servient land" in relation to any easement means the land described in the schedule which is subject to the relevant easement.

GENERAL PROVISIONS RELATING TO EASEMENTS

The following provisions are applicable to the easements recorded by this certificate:

(a) Each grant shall be for all time.

(b) No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this certificate (whether express or implied) or for any other cause it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.

(c) If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this certificate the following provisions shall apply:

(i) The other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that after the expiration of seven days from service of the default notice the other party may perform such obligation;

(ii) If at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:

(A) perform such obligation; and

(B) for that purpose enter the relevant servient land or dominant land and carry out any work;

(iii) The defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of costs incurred in performing such obligation;

(iv) The other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.

(d) The Grantor shall not do any act which impedes interferes with or restricts the rights of the Grantee and other authorised persons in relation to any easement.

(e) (i) The Grantee may for the purposes of complying with any obligation of the Grantee under this certificate in relation to any easement:

(A) enter the servient land with or without agents employees and contractors with all necessary tools implements machinery vehicles or equipment; and

(B) remain on the servient land for such time as is reasonable for the purpose of performing such obligation.

(ii) In exercising any rights under this subclause the Grantee shall:

(A) cause as little damage disturbance inconvenience and interruption to the servient land and to the use of the servient land as is reasonably necessary; and

(B) forthwith make good any damage done to the servient land and to the occupier of the servient land.

(f) The cost of maintaining the easements created by this easement certificate will be borne by the registered proprietors of the dominant and servient lands in accordance with their usage. Where the need for maintenance is directly attributable to the actions of one or more or those registered proprietors the cost shall in that case be borne wholly by that proprietor or those proprietors responsible for the maintenance need.

(g) Any dispute or difference which may arise as to the liability of any party or the construction or interpretation of these Easements or the amount of costs payable shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment.

(h) The registered proprietor of the servient land will not place any buildings erections or fences on the said land or any part thereof and will not at any time hereafter do or permit or suffer any act whereby the rights powers licences and liberties hereby created may be interfered with or affected **PROVIDED ALWAYS** that this provision shall not affect any boundary fences between the servient land and any adjoining lands or adjoining streets.

3. RIGHT OF WAY EASEMENT

Rights and powers as set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952 shall apply to each right of way easement.

4. ELECTRICITY SUPPLY EASEMENT

The following provisions shall apply to each electricity supply easement:

(a) The Grantee and other authorised persons (in common with the Grantor and other authorised persons) shall have the right to lead and convey electricity and electric impulses without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the servient land by means of conduits or cables laid or to be laid under the surface of and through the soil of the electricity supply area to the dominant land.

(b) The Grantee shall be responsible for arranging the installation of the electricity supply.

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

Dated this 10th day of August 2000

Signed by the above-named ROBERT WILLIAM HASTIE and DEBORAH LYNNE HASTIE

in the presence of:

Witness .....

Occupation .... LEGAL EXECUTIVE .....

Address ..... WELLSFORD .....

ROGER ASHFORD
LEGAL EXECUTIVE
WELLSFORD

Signed by the above-named RACHAEL MARIE ELLIOTT and AARON LINDSAY ELLIS-SMITH

in the presence of:

ROGER ASHFORD
LEGAL EXECUTIVE
WELLSFORD

Correct for the purposes of the Land Transfer Act 1952

S Sunderland.

(Solicitor for) the registered proprietor:

Approved by Registrar-General
of Land under No. 1998/6031

EASEMENT CERTIFICATE

Land Transfer Act 1952

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PARTICULARS ENTERED IN THE LAND REGISTRY NORTH AUCKLAND
for REGISTRAR-GENERAL OF LAND
NEW ZEALAND

Law Firm Acting

Auckland District Law Society
REF: 4050

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