D066714.4 EC

Approved by the District Land Registrar, South Auckland No. 351560
Approved by the District Land Registrar, North Auckland, No. 4380/81
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

I/~~We~~ **PETER ASHLEY SINCLAIR LINNELL** of Auckland, 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 North Auckland
on the day of 19 under No. 175715
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. 175715

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 and Right to Transmit Electricity and Telecommunications	Lot 1 herein	A	Lots 2, 3, 5 & 6 herein	108A/669 108A/670 108A/671 108A/673 108A/674
	Lot 3	B	Lot 2 herein	108A/671 108A/670
	Lot 1	F H	Lot 6 herein	108A/669 108A/674
Right to transmit Electricity	Lot 6	G J K	Lots 1, 2 & 3	108A/669 108A/670 108A/671 108A/674
	Lot 1	E	Lots 2 & 3 herein	108A/669 108A/670 108A/671

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. RIGHTS AND POWERS:

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.

ELECTRICITY SUPPLY EASEMENT

The registered proprietor for the time being of the fee simple of the dominant land ("the Grantee") and any body corporate charged with the responsibility of supplying electric works and transmitting electricity (and duly authorised by the Grantee) shall have the full free and uninterrupted rights and powers:

(a) To erect construct lay and maintain such electric works as the registered proprietor of the dominant land may reasonably require through over along or under the electricity supply area either over upon or at such depth beneath the surface of the soil as is reasonably appropriate.

(b) To transmit electrical energy over such electric works.

(c) To enter upon the servient land with or without engineers tradesmen and workmen and with or without any necessary machinery vehicles implements tools and materials of any kind for the purposes aforesaid.

TELEPHONE SERVICES EASEMENT

The registered proprietor for the time being of the fee simple of the dominant land ("the Grantee") and any body corporate charged with the responsibility of supplying telephone and similar services (and duly authorised by the Grantee) shall have the full free and uninterrupted rights and powers):

(a) To erect construct lay and maintain such telephone services as the registered proprietor of the dominant land may reasonably require through over along or under the telephone service area either over upon or at such depth beneath the surface of the soil as is reasonably appropriate.

(b) To convey telephone services over such telecom works.

(c) To enter upon the servient land with or without engineers tradesmen and workmen and with or without any necessary machinery vehicles implements tools and materials of any kind for the purposes aforesaid.

2. TERMS CONDITIONS COVENANTS OR RESTRICTIONS IN RESPECT OF THE ABOVE EASEMENTS

RIGHT OF WAY EASEMENT, ELECTRICITY SUPPLY EASEMENT AND TELEPHONE SERVICES EASEMENT

(a) The cost of maintaining the right of way, electricity supply and telephone services 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 that they are responsible for the maintenance need.

(b) 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 1908 or any Act passed in substitution or amendment.

(c) 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.

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 first 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 175715 (North Auckland Registry).

"right of way area" means that part of the land described in the first 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 first schedule which is subject to the relevant easement.

"telephone service easement" means the rights recorded by this certificate in relation to each telephone service area.

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

(a) Each grant shall be for all time.

(b) No power is limited 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.

Note that the terms Grantor and Grantee will only become effective when the easements described herein are created.

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

Dated this 5th day of November, 1996

Signed by the above-named

in the presence of

Witness S. Sundvick

Occupation STEPHEN SUNDVICK
SOLICITOR

Address WELLSFORD

REGISTERED IN DUPLICATE

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

S Sandbrook.

Solicitor for the registered proprietor

The water easements when created will be subject to Section 243(a) Resource Management Act 1991

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PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
ASST LAND REGISTRAR

108A/669-671, 673

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