



DocID: 410569180

EASEMENT CERTIFICATE

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

I/We

Leslie Raymond COLE

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 Wellington on the _____ day of _____ under No. 308836 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. 308836

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 to convey electricity	1	AD AE	2 & 3	34325 34326 34327
	3	I L V	4	34327 34328
	1	W	4	34325 34328
	2	AF	3	34326 34327
	3	B C	1, 2 & 4	34327 34325 34326 34328
Right to convey telecommunications	3	A B C D E	4	34327 34328
	1	Z AB AC AD	2 & 3	34325 34326 34327
	2	AF	3	34326 34327
Right of Way	3	B C D E F G H I J	1, 2 & 4	34327 34325 34326 34328

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:

SCHEDULE
DEPOSITED PLAN NO. 308836

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 (continued)	3	K L M	1 & 2	34327 34325 34326
	3	N O P	2	34327 34326
Right to convey water	3	C D T U	1, 2 & 4	34327 34325 34326 34328
	2	R	1,3 & 4	34326 34325 34327
	1	S	2,3 & 4	34328 34325 34326 34327 34328
	3	G O Q	4	34327 34328

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CONDITIONS

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 the installation, creation, establishment, repair, maintenance, and servicing 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.

"energy supply area" means that part of the land described in the first schedule as being subject to a "Right to convey Electric Power".

"energy supply easement" means the rights recorded by this certificate in relation to each energy 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 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 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 plan" means deposited plan no. 308836 (Hawkes Bay Registry).

"right of way area" means that part of the land described in the first schedules as being subject to a "Right of way".

"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.

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"sewage drainage area" means that part of the land described in the schedule as being subject to a right to drain sewage.

"sewage drainage easement" means the rights recorded by this certificate in relation to each sewage drainage area.

"specified area" means any part of the land specified in the schedule as being subject to an easement.

"specified proportion" in relation to any party and any costs means the proportion of such costs payable by such party in accordance with this certificate.

"telephone service area" means that part of the land described in the first schedule as being subject to a "Right to convey Telephone Communications".

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

"water drainage area" means that part of the land described in the schedule as being subject to a "Right to drain Water".

"water drainage easement" means the rights recorded by this certificate in relation to each water drainage area.

"water supply area" means that part of the land described in the schedule as being subject to a "Right to convey Water".

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

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2. 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 from the date such easements are deemed to be created pursuant to Section 90A(6) of the Land Transfer Act 1952.
- (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:
 - (aa) perform such obligation; and
 - (bb) 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 purpose of complying with any obligation of the Grantee under this certificate in relation to any easement:
 - (aa) enter the servient land with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and



- (bb) 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:
 - (aa) 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
 - (bb) forthwith make good any damage done to the servient land and to the occupier of the servient land.

(ii) The parties shall pay all costs incurred in connection with the easements created by this certificate in just and equitable proportions calculated to reflect both the frequency and mode of use, unless the incurring of costs was caused by the deliberate act or omission of either the Grantor or the Grantee, in which case that party shall be responsible for the costs.

- (g) (i) If any difference shall arise between any party hereto touching or concerning the easements created by this certificate or any act or thing to be done, suffered or omitted in pursuance hereof or touching or concerning the construction of these presents or any breach or alleged breach hereof, then such difference shall be resolved pursuant to the Resolution of Disputes procedure created herein.
- (ii) The parties to the difference or dispute shall immediately explore in good faith whether such difference or dispute can be resolved by agreement between them using such informal and private dispute resolution techniques, such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique.
- (iii) The rules governing any dispute resolution technique adopted shall be as agreed between the parties to the difference or dispute or if no agreement is reached within 7 days of notification by any party of a difference or dispute, then by such procedure as is selected by the Chairperson for the time being of the New Zealand Chapter of Lawyers engaged in Alternative Dispute Resolution.
- (iv) The party alleging such difference or dispute and any other party affected thereby or who alleges an interest therein, agree to use their best endeavours to achieve resolution of any such difference or dispute in the manner contemplated by this clause, and no party to such alleged difference or dispute will initiate arbitration without first pursuing such informal dispute resolution techniques.
- (v) In the event that any such difference or dispute is not resolved by agreement within 30 days of written notice being given by one

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party to the other of such difference or dispute (or such further period as may be agreed in writing between the parties thereto), either party may refer the dispute to arbitration by a single arbitrator pursuant to the Arbitration Act 1996, but if the parties cannot agree upon one such single arbitrator then otherwise to multiple arbitrators, one to be appointed by each party to the difference or dispute in accordance with and subject to the provisions of the Arbitration Act 1996 and its amendments.

- (vi) No arbitrator shall be a person who has participated in any informal dispute resolution procedure in respect of the difference or dispute.
- (vii) The arbitrator shall be obliged to proceed with expedition to deliver an award and/or decision as soon as reasonably practicable and the parties agree to co-operate to achieve that end.
- (viii) The parties further agree that the award of the arbitrator shall be final and binding as between them and they and each of them hereby waive any right to appeal against the award or seek any review of it in any Court.

3. RIGHT OF WAY EASEMENTS

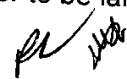
The following provisions shall apply to each right of way easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and other authorised persons) to pass and re-pass:
 - (i) on foot with or without domestic animals of any kind; and
 - (ii) with motor and other vehicles, laden and unladen, machinery and implements of any kindfor all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.
- (b) The Grantor and the Grantee shall be responsible for the maintenance of the right of way in good, clean order, repair and condition.

4. WATER SUPPLY EASEMENTS

The following provisions shall apply to each water supply easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to convey and lead water in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the public street adjoining the servient land through pipes and conduits laid or to be laid



under the surface of and through the soil of the water supply area to the dominant land.

- (b) The Grantee and the Grantor shall be responsible for arranging the repair and maintenance of the water supply so as to keep the same in good order, repair and condition and to prevent the same becoming a nuisance.
- (c) Water may only be used for domestic and stock watering purposes.

5. ENERGY SUPPLY EASEMENTS

The following provisions shall apply to each energy supply easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to lead and convey electricity, electric impulses, gas and any other form of energy 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, cables or pipes laid or to be laid under the surface of and through the soil of the energy supply area to the dominant land.
- (b) The Grantee and the Grantor shall be responsible for arranging the repair and maintenance of the energy supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

6. TELEPHONE SERVICE EASEMENTS

The following provisions shall apply to each telephone service easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to convey telephone and similar services 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, cables or pipes laid or to be laid under the surface of and through the soil of the telephone service area to the dominant land.
- (b) The (Grantee) and the (Grantor) shall be responsible for arranging:
 - (i) The installation of the telephone service; and
 - (ii) the repair and maintenance of the telephone service so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

ANZ BANKING GROUP (NEW ZEALAND) LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, ROBERT JAMES CULLEN of Auckland in New Zealand, Manager
 Securities of ANZ Banking Group (New Zealand) Limited, hereby certify that:

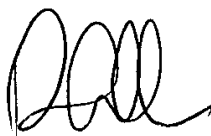
1. By the Deed dated 23 December 1994 I was, by virtue of my holding a specified office, appointed Local Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington, on the terms and subject to the conditions set out in that deed.

Copies of that deed are deposited in the Land Transfer Offices listed below under the number shown alongside each of those offices:

North Auckland	C701593.1F	Nelson	345112.1
South Auckland	B250811.	Marlborough	177772.
Gisborne	G201332.1	Canterbury	A156447/1
Hawkes Bay	618733.1	Westland	100272.
Taranaki	417741.	Otago	873424.
Wellington	B413857.1	Southland	227623.1

2. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of the ANZ Banking Group (New Zealand) Limited or otherwise.

SIGNED by the above named)
 Local Attorney at Auckland)
 this 11th)
 day of OCTOBER 2002)



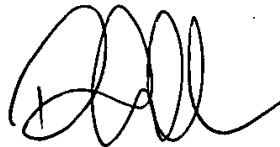
MORTGAGEE'S CONSENT

ANZ BANKING GROUP (NEW ZEALAND) LIMITED the Mortgagee
under and by virtue of Memorandum of Mortgage No 563868.4 HEREBY
CONSENTS to the within easements but without prejudice to the mortgagee's
rights powers and remedies under the said Mortgage.

Dated this 11th day of October 2002

Signed by ANZ BANKING GROUP (NEW ZEALAND) LIMITED
by its Attorney

Robert James Cullen
Manager Securities



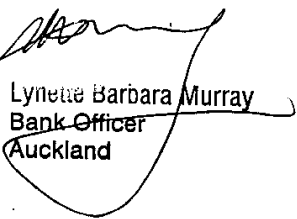
Witness to the execution by

ANZ BANKING GROUP (NEW ZEALAND) LIMITED

Witness:

Occupation:

Address:



Lynette Barbara Murray
Bank Officer
Auckland

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

Dated this 30th day of September 2002
Signed by the above-named
Leslie Raymond COLE

in the presence of
Witness
Occupation
Address S. P. LUNN
SOLICITOR
NAPIER

Correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the registered proprietor:

[Handwritten signature]

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

EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF: 4050

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