

EASEMENT CERTIFICATE

WELLINGTON

Land Registry Office

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

I, **TREVOR TERENCE JAMES ATTRILL** of Wanganui, Surveyor**B350761.6EC**

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easement 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 1994 under No. 77876 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
³ 44C/877 44C/878 ³	Right of Way, Right to convey Water and Gas, Right to Drain Water and Sewage and Right to Transmit Electricity and Telecom services	Lot 17 on Deposited Plan 77876	"A" and "B"	Lot 18 on Deposited Plan 77876
³ 44C/878 44C/879 ³	Right to Drain Sewage	Lot 18 on Deposited Plan 77876	"A" and "B"	Lot 17 on Deposited Plan 77876
		Lot 10 on Deposited Plan 77876	"D"	Lot 19 on Deposited Plan 77876

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this 10 day of March 1994

Signed by the above-named
TREVOR TERENCE JAMES ATTRILL
in the presence of

Trevor Attrill

Witness: _____

Occupation: _____

Address: _____

Legal Executive to:

TREADWELL GORDON & CO.
SOLICITORS
WANGANUI

Correct for the purposes of the Land Transfer Act

[Signature]

Solicitor for the Registered Proprietor

SCHEDULE 'B'

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:

as attached

SCHEDULE 'B'

1. Rights and Powers

Rights and powers in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952

(a) Right to transmit electricity

The full free uninterrupted and unrestricted right liberty and privilege for the Grantee and his tenants (in common with the Grantor and his tenants and any other persons lawfully entitled so to do) from time to time and at all times to transmit electricity along the stipulated course (where a course is so stipulated) over or under the land over which the easement is granted or created together with the additional rights incidental thereto as set out hereunder.

(b) Right to convey gas

The full free uninterrupted and unrestricted right liberty and privilege for the Grantee and his tenants (in common with the Grantor and his tenants and all other persons lawfully entitled so to do) from time to time and at all times to convey gas along the stipulated course (where a course is so stipulated) over or under the land over which the easement is granted or created together with the additional rights incidental thereto as set out hereunder.

(c) Right to transmit Telecom Services

The full free uninterrupted and unrestricted right liberty and privilege for the Grantee and his tenants (in common with the Grantor and his tenants and all other persons lawfully entitled so to do) from time to time and at all times to take Telecom services along the stipulated course (where a course is so stipulated) over or under the land over which the easement is granted or created together with the additional rights incidental thereto as set out hereunder.

(d) Additional Rights Attaching to the Easements of Right to transmit electricity, convey gas and transmit Telecom Services

The full free uninterrupted and unrestricted right liberty and privilege for the Grantee and his tenants (in common with the Grantor and his tenants (in common with the Grantor and his tenants and any other person lawfully entitled so to do) for the purposes of the easements concerned:-

- (i) To use any line of pipes or cables already laid along the stipulated course or any pipe or pipes or cable or cables in replacement or in substitution for all or any of those pipes or cables.
- (ii) Where no such line of pipes or cables exists to lay place and maintain or to have laid placed and maintained a line of pipes or cables of sufficient diameter and of suitable material for the purpose under or over the surface 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.
- (iii) In order to construct and maintain the efficiency of any such line of pipes or cables the full free uninterrupted and unrestricted right liberty and privilege for the Grantee and his tenants servants agents and workmen with any tools implements machinery vehicles or equipment or 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 pipeline or cable is so defined 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 or renewing the pipeline or cables 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 concerned and that any damage done by reason of the aforesaid operation is repaired.

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SCHEDULE 'C'

2. Terms, conditions covenants, or restrictions in respect of any of the above easements:
- (a) The cost in all things of maintenance and repair of the Right of Way defined in Deposited Plan 77876 and shall be borne by the Registered Proprietors of the time being of Lots 17 and 18 on Deposited Plan 77876 in equal shares.
 - (b) In the event of the Right of Way suffering damage other than damage caused by fair wear and tear then the cost in all things of repairing such damage shall be borne by the Registered Proprietors by whom or through whom or on whose behalf the damage shall have been caused AND if the damage is caused by through or on behalf of more than one of the Registered Proprietors then costs of repair shall be borne by those Registered Proprietors in shares to be mutually agreed between them and in default of agreement by arbitration as set out in Clause (d) hereof.
 - (c) In the event of one or more of the Registered Proprietors refusing for a period of one month to maintain and/or repair damage or to pay his share of maintenance and/or repairs for damage as hereinbefore provided then the other Registered Proprietor or Proprietors shall be at liberty to carry out such maintenance and/or repairs to damage or to have carried out such maintenance and/or repairs to damage and to recover as liquidated damages from the defaulting party his share of the costs of such maintenance and/or repairs to damage which the Registered Proprietor in default is liable to contribute to as hereinbefore provided.
 - (d) Every reference to arbitration contained herein shall be deemed to be a reference to the arbitration of a single arbitrator in the case where the parties hereto can agree upon one, and otherwise to two arbitrators or to their umpire in the case of disagreement, one of the arbitrators to be appointed by each party in dispute and in either case in accordance with the provisions in that behalf contained in the Arbitration Act 1908 or any re-enactment or amendment thereof for the time being in force.

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SCHEDULE 'C'

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

as attached

SOLE COPY

B.519468.2 Certificate pursuant to Section
243(F)(ii) Resource Management Act
1991 ^{requiring the} ~~creation of a~~ ^{condition that the}
~~grant of~~ right to drain sewage ~~from~~
over the part lot 18 marked B & C on
DP 77876 (LT. 44C/839) ^{as appurtenant to} ~~the~~
Lot 18 DP 81667 (pt LT. 44C/839) ~~to~~
~~created~~ - 23.5.1996 at 9.36.

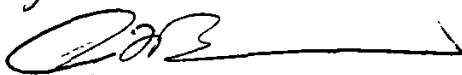
Particulars entered in the Register at the date and at the
time recorded below.

District Land Registrar
Assistant of the District of

EASEMENT CERTIFICATE

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

⑦ ECX1



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B.519468.3 Transfer surrender of the
right to drain sewage as specified
herein over the parts lot 18 marked B
& C on DP 77876 (LT. 44C/839) as
appurtenant to Lot 18 DP 81667 (pt LT.
44C/839) - 23.5.1996 at 9.36.

PLAN DEPOSIT

TREADWELL GORDON & CO
SOLICITORS
WANGANUI
MJvD

THE CAXTON PRESS, CHRISTCHURCH

