EC 5176320.7 EASEMENT CERTIFICAT
CPY-01/01.PGS-011.21/03/02.08:06

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EASEMENT CERTIFICATE

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

~~I~~We Chedworth Properties Limited & Grasshopper East Limited

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 South Auckland

on the ~~20th~~ day of ~~February 2002~~ under No. S. 92362

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. S. 92362

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, Right to Convey Water, Right to Convey Gas, Right to Transmit Electricity, Right to Transmit Telecommunications Right to Drain Sewage, Right to Drain Stormwater	Lot 10	marked "A"	Lot 11	73A/497
	Lot 11	marked "B"	Lot 10	73A/498
	Lot 28	marked "C"	Lots 27, 29 & 30	73A/500
	Lot 29	marked "D"	Lots 27, 28 & 30	73A/501
	Lot 48	marked "E"	Lots 13, 14, 15, 16, 17 & 18	73A/502
	Lot 49	marked "F"	Lots 40, 41, 42 43 & 44	73A/503
	Lot 43	marked "G"	Lot 42	73A/504
				73A/505
				73A/514
				73A/515
				73A/516
				73A/517
				73A/527
				73A/528
				73A/529
				73A/530
				73A/531

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: in addition to the Seventh Schedule of the Land Transfer Act 1952 see attached.

Easement certificate conditions — general provisions — rights of way —right to convey water — right to transmit electricity and convey gas — right to transmit telecommunications —right to drain storm water — right to drain sewage

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 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.

"right to transmit electricity and convey gas area" means that part of the land described in the first schedule as being subject to an right to transmit electricity and convey gas easement.

"right to transmit electricity and convey gas easement" means the rights recorded by this certificate in relation to each right to transmit electricity and convey gas 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 No. S. 92362 South 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 first schedule which is subject to the relevant easement.

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

"right to drain sewage easement" means the rights recorded by this certificate in relation to each right to drain sewage 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.

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

"right to transmit telecommunications easement" means the rights recorded by this certificate in relation to each right to transmit telecommunciations area.

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

"right to drain stormwater easement" means the rights recorded by this certificate in relation to each right to drain stormwater area.

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

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

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.

(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 purpose 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 parties shall pay all costs incurred in connection with the easements created by this certificate in the proportions recorded in the second schedule, 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.

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 kind for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.

(b) The Grantor & Grantee shall be responsible for:

(i) the formation of the right of way; and

(ii) the maintenance of the right of way in good, clean order, repair and condition.

4 Right to Convey Water easements

The following provisions shall apply to each right to convey water 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 & Grantor shall be responsible for arranging:

(i) the installation of the water supply; and

(ii) 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.

5 Right to transmit electricity and convey gas easements

The following provisions shall apply to each right to transmit electricity and convey gas 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 & Grantor shall be responsible for arranging:

(i) the installation of the energy supply; and

(ii) 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 Right to transmit telecommunications easements

The following provisions shall apply to each right to transmit telecommunications 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 & 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.

7 Right to drain stormwater easements

The following provisions shall apply to each right to drain stormwater 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 water (whether rain, tempest, spring, soakage or seepage water) in any quantities in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the dominant land through pipes and conduits laid or to be laid under the surface of and through the soil of the water drainage area to the public street adjoining the servient land.

(b) The Grantor & Grantee shall be responsible for arranging:

(i) the installation of the water drainage; and

(ii) the repair and maintenance of the water drainage so as to keep the same in good order, repair and condition and to prevent the same becoming a nuisance.

8 Right to drain sewage easements

The following provisions shall apply to each right to drain sewage easement:

(a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to drain, discharge or convey sewage and other waste material and fluid in any quantities in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the dominant land through pipes and conduits laid or to be laid under the surface of and through the soil of the sewage drainage area to the public street adjoining the servient land.

(b) The Grantee & Grantor shall be responsible for arranging:

(i) the installation of the sewage drainage; and

(ii) the repair and maintenance of the sewage drainage so as to keep the same in good order, repair and condition and to prevent the same becoming a nuisance.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY OTHER THAN BONDS, FACILITY AGREEMENTS AND POWERS OF ATTORNEY

I, **MARIANA MAY VAN DER HULST**, of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLENHEIM (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawkes Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered B.533510.1

WESTPAC BANKING CORPORATION ABN 33 007 457 141 incorporated in New South Wales, Australia ("Westpac") appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.

2. **THAT,** at the date of this certificate, I am a manager for legal for Westpac.

3. **THAT,** at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac or otherwise.

SIGNED at Auckland
this 1st day of March 2002

CONSENT OF MORTGAGEE

WESTPAC BANKING CORPORATION the Mortgagee under and by virtue of Memorandum of Mortgage B.625840.4 hereby consents to the registration of a transfer creating land covenants, various easements, Council easement, partial discharge of mortgage in relation to Lots 50, 51, 52, 53, & 54 and issue of new certificates of title in relation to Certificate of Title 72D/638 **SUBJECT TO AND WITHOUT PREJUDICE TO** its rights and remedies under the said Mortgage.

* all in respect of DPS 92362

Dated this 1st day of March 2002

Signed by
WESTPAC BANKING CORPORATION
by its attorney
in the presence of:

Marion May van der Hulst

KIRSTON JANE COX
BANK OFFICER
WESTPAC BANKING CORPORATION
LEGAL SERVICES UNIT
AUCKLAND

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

Dated this 20th day of February 2002

Signed by the above-named
CHEDWORTH PROPERTIES LIMITED &
GRASSHOPPER EAST LIMITED

(Director)

DIRECTOR

in the presence of

Witness .....

Occupation ... LUCILLE MARIA JENNER

Address ..... LEGAL EXECUTIVE TO
JON WEBB
SOLICITOR
HAMILTON

Correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the registered proprietor:

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

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(except for "Law Firm Acting")

(7) EC $38