

# EASEMENT CERTIFICATE

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

**EI 5466989.5 Easement I**

Cpy - 01/01, Pgs - 007, 23/01/03, 11:05



DocID: 410622268

I/We Peter John HAWKER of Waikanae

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. 310492

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. 310492

| Nature of Easement<br>(e.g., Right of Way, etc.)                     | Servient Tenement                           |   | Dominant Tenement<br>Lot No.(s) or other<br>Legal Description | Title<br>Reference                                     |
|--|---|---|---|--|
|  | Lot No.(s)<br>or other<br>Legal Description | Colour, or Other Means<br>of Identification, of Part<br>Subject to Easement |   |  |
| Right to convey<br>gas, electricity,<br>water,<br>telecommunications | Lot 6                                       | Marked A  | Lots 1, 2, 3, 4, 5,<br>7 <del>and 8</del><br><i>800</i>       | 41136<br>41137<br>41138<br>41139<br>41140<br>41141     |
| Right to drain<br>sewage   | Lot 1                                       | Marked B and J  | Lot 2   | <del>41136</del><br>41137                              |
|  | Lot 7                                       | Marked C  | Lot 2   | <del>41136</del><br>41137                              |
| Right of Way   | Lot 6<br>Lot 5<br>Lot 5<br>Lot 4            | Marked D<br>Marked E<br>Marked F<br>Marked G                                | Lot 5<br>Lot 6<br>Lot 4<br>Lot 5                              | 41140<br>41141<br>41139<br>41140                       |
| Right to convey<br>telecommunications                                | Lot 2                                       | Marked L  | Lot 3 DP71460   | 41138  |
| Right to convey<br>water and maintain<br>water pump                  | Lot 7                                       | Marked C  | Lots 1, 2, 3, 4<br>and 5                                      | 41136<br>41137<br>41138<br>41139<br>41140<br><i>HA</i> |

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 Regulations 2002.  
Fourth

1. Rights and powers:

The rights powers terms conditions covenants and restrictions specified in the attached Schedule A in respect of the easement are in addition to those specified in the Fourth Schedule of the Land Transfer Regulations 2002.

**SCHEDULE A**

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

- (a) Each grant shall be for all time ("the term") 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 clause, 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 expiration of 7 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 settlement.
- (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 all the easements created by this certificate in proportions calculated in accordance with the actual use by the parties, unless the incurring of costs was due to the act or omission of either the grantor or the grantee, in which case that party shall be solely responsible for the costs of maintenance repair or replacement.
- (g) If any dispute arises between the parties concerning the rights created by this easement certificate or in relation to any other matter relating to the easement created, the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one (1) month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, or if one can not be agreed upon within fourteen (14) days to an independent arbitrator appointed by the President for the time being of the District Law Society in which the land is situated. Such arbitration will be determined under the Arbitration Act 1996 or any amendment or Act passed in substitution for that Act. The parties execution of this easement certificate shall be deemed a submission to arbitration.

### **3. Right of way easements**

#### **3.1** 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

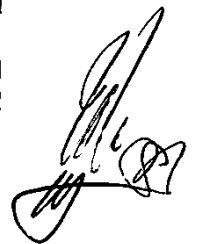
for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.

- (b) The Grantor shall be responsible for the formation of the right of way.
- (c) The Grantor and the Grantee shall be responsible for the maintenance of the right of way in good, clean order, repair and condition.

### **4. Right to convey water**

#### **4.1** The following provisions shall apply to each easement to convey water;

- (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 uninterrupted flow (except during any periods of necessary inspection, cleansing, repair, renewal, replacement, or alteration) from the public street adjoining the servient tenement 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 tenement.
- (b) The Grantor and the Grantee 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.



## **5. Gas and Electricity supply easements**

**5.1** 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 period of necessary inspection, cleansing, repair, renewal, replacement, or alteration) 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, including the provisions of machinery gauges, valves, controls and other plant for measuring, regulating or enhancing the supply of such energy.
- (b) The Grantor and the Grantee 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. Telecommunication easement**

**6.1** The following provisions shall apply to each telecommunication easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right):
  - (i) to lay and maintain under the surface of and through the soil of the telecommunication area a line or lines;
  - (ii) to enter and remain upon the servient land for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing or altering the line or lines as the case may be and make any cuttings, fillings, grades, batters or trenches and to re-open the same and generally do and perform such acts or things upon the telecommunication area as may be necessary to enable the Grantee to receive the full free use and enjoyment of the rights and privileges recorded in this certificate;
  - (iii) to use the line or lines for the purposes of telecommunication without interruption or impediment (except during any periods of necessary inspection, repair, renewal, replacement or alteration);
  - (iv) to lay and maintain in and under the soil of the telecommunication area an additional line or lines and to enter on the servient land for the purpose of laying and maintaining the same and to use such additional line or lines for the purposes of telecommunication without interruption or impediment (except during any periods of inspection, repair, renewal, replacement or alteration).
- (b) The Grantee shall be responsible for arranging:
  - (i) the installation of the line or lines; and
  - (ii) the repair and maintenance of the line or lines so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

## **7. Water drainage easements**

**7.1** The following provisions shall apply to each water drainage 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 uninterrupted flow (except

during any periods of necessary inspection, cleansing, repair, renewal, replacement, or alteration) from the dominant land through the soil of the water drainage area to the public street adjoining the servient land.

- (b) The Grantor and the 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. Sewage drainage easements**

**8.1** The following provisions shall apply to each sewage drainage 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 inspection, cleansing, repair, renewal, replacement, or alteration) 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 Grantor and the Grantee 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.

#### **9. Water Pump Maintenance Easement**

**9.1** The cost of maintenance and repairs to the water pump situate on Lot 7 Plan 310492 and the cost of replacing same if necessary from time to time shall be borne in equal shares by the registered proprietors of Lots 1, 2, 3, ~~4~~ and 5 from time to time subject to the provisions of schedule B herein.



#### **10. Terms, conditions, covenants, or restrictions in respect of any of the above easements:**

- (a) The words "costs", "Grantor" and "the Grantee" where used herein shall have the meanings specified in Schedule 4 of the Land Transfer Regulations 2002.



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

**SCHEDULE B**

(a) Where the need for any maintenance or replacement in respect of any easements created herein is directly attributable to the actions of one or more of the aforesaid registered proprietors or of any servant, agent, invitee, licensee of or any visitor to such proprietor then the cost of such maintenance shall be borne wholly by such proprietor or proprietors at fault.

Dated this 6<sup>th</sup> day of December 2002

Signed by the abovenamed )  
**PETER JOHN HAWKER** )  
 in the presence of: )



Witness:



Occupation:

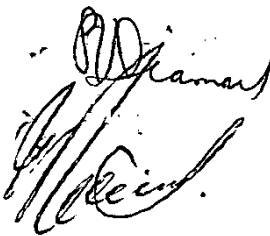
Address: A. S. FAIRBAIRN  
 Solicitor  
 Paraparaumu

*Correct for the purposes of the Land Transfer Act 1952*



*(Solicitor for) the registered proprietor:*

Signed by GLENYS ALMA DIAMOND )  
 and IAN EDWARD DIAMOND )  
 (proprietors of Lot 3 DP 71460) )  
 in the presence of: )



Witness: JAMES HAWKER.  
 Name James Hawker.  
 Occupation: FORESTER.

Address: 53 KOTARE STREET.  
 WAIKANAHE.

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")

DOC  
EASEMENT CERT Hawker 9.10.02