

EASEMENT CERTIFICATE

232786-2 EC

Wellington

Land Registry Office

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

X, WAIKANAE LAND COMPANY LIMITED a duly incorporated Company having its registered office at Palmerston North

being the registered proprietor of the land described in Schedule 'A' 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 7th day of April ~~September~~ 1977 under No. 47126 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A' No. 47126

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	
	Right of Way; right to drain Stormwater; right to drain sewage; right to convey electric power; telephone rights; right to convey water	Part Lot 89	A	Lot 90
		Part Lot 90	B	Lot 89
	Right to drain Stormwater	Part Lot 88	C	Lots 89 & 90

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 11th day of August 19 77

WAIKANAE LAND COMPANY LIMITED by its
Signed by the above-named Attorney MAURICE
in the presence of BATHURST ROWE in
the presence of:

WAIKANAE LAND COMPANY LIMITED
by its Attorney:

Witness:

Occupation:

Address:

Correct for the purposes of the Land Transfer Act

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:** In addition to those rights and powers set out in the Seventh Schedule of the Land Transfer Act 1952 the grantee hereunder of any Easement of right to convey electric power, or of telephone rights, shall have the respective rights and powers as hereinafter provided, that is to say:

(a) RIGHT TO CONVEY ELECTRIC POWER - The full free uninterrupted and unrestricted right liberty and privilege for the grantee his tenants (in common with the grantor his tenants and any other person lawfully entitled so to do) from time to time and at all times to take convey and lead electric power in free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of the persons having the same or similar rights, from the source of supply or point of entry as the case may be and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created together with the additional rights incidental thereto set out in Clause (c) hereof

(b) TELEPHONE RIGHTS - The full free uninterrupted and unrestricted right liberty and privilege for the grantee his tenants (in common with the grantor his tenants and any other person entitled so to do) from time to time and at all times to convey telephonic messages (except when otherwise prevented for any reasonable period necessary for essential repairs) along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created together with the additional rights incidental thereto set out in clause (c) hereof

(c) ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY ELECTRIC POWER AND OF TELEPHONE RIGHTS - The full free uninterrupted and unrestricted right liberty and privilege for the grantee his tenant (in common with the grantor his tenants and any other person lawfully entitled so to do) for the purpose of the easement concerned:

- (i) To use any line of pipes, conduits, cables, wires and poles already laid placed or erected on the stipulated course (where a course is stipulated) under or over the surface of the land over which the easement is granted or created or any pipes, conduits, cables, wires and poles in replacement or in substitution therefore;
- (ii) Where no such line of pipes, conduits, cables, wires and poles exists, to lay place erect and maintain or to have laid placed erected or maintained pipes, conduits, cables, wires and poles suitable for the purpose of the easement concerned under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such line has been so defined;
- (iii) In order to construct or maintain the efficiency of any such pipes, conduits, cables, wires or poles the full free uninterrupted and unrestricted right liberty and privilege for the grantee his tenants servants agents and workmen with any tools implements machinery vehicles or equipment of 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 pipes, conduits, cables, wires or poles is defined in the easement, upon such part of the land of the grantor and 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 and renewing the pipes, conduits, cables, wires or poles 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 *

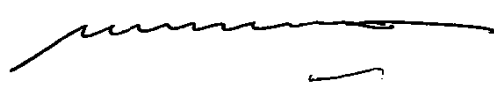
* as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired

CERTIFICATE OF NON-REVOCATION OF
POWER OF ATTORNEY

I, MAURICE BATHURST ROWE of Palmerston North, Solicitor
do hereby certify as follows:-

1. THAT by Deed bearing date the 29th day of March, 1977
(a copy of which said Deed is deposited in the Land Transfer
Office at Wellington under No. 170693.1) I was appointed
Attorney of the therein named and described WAIKANAE LAND
COMPANY LIMITED a duly incorporated Company having its
registered office at Palmerston North on the terms and
subject to the conditions set out in the said Deed
2. THAT I have not received any notice or information of
the revocation of the said Power of Attorney by death winding
up or otherwise and I verily believe the same to be in full
force and effect

SIGNED at Palmerston North
by the said MAURICE BATHURST
ROWE this 11th day of
August 1977



SCHEDULE 'C'

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

- (a) The registered proprietors for the time being of Lots 89 and 90 on Deposited Plan 47126 shall bear in equal shares the costs of keeping and maintaining in good order and condition for use pursuant to any easement of right of way the said land over which any foregoing easement of right of way is granted or created. The registered proprietors for the time being of any land over which any foregoing easement of right of way is granted or created shall at all times hereafter do all such acts and things as may be necessary to comply with the conditions of consent to the said easement of right of way which may be specified from time to time by any local Authority having jurisdiction in the matter, and each such proprietor shall not do any act or thing or permit any act or thing to be done in relation to such land which is inconsistent with the exclusive use of such land for the purposes of such easement of right of way
- (b) The costs of keeping and maintaining in good order and condition the pipes, conduits, cables, wires and poles used in connection with the foregoing easements of right to convey water, of right to drain sewage, of right to convey electric power and of right to drain stormwater and laid placed or erected under or over the surface of the land over which the foregoing easements are respectively granted or created shall be borne in equal shares by such of the registered proprietors for the time being of the allotments on Deposited Plan 47126 which shall have the use of such pipes, cables, wires or poles at the point where the maintenance as aforesaid is required provided that the point where any pipes, conduits, cables, wires or poles serving one Lot only connect with a common line or pipes, conduits, cables wires or poles shall be deemed to be part of that common line
- (c) Where the need for any maintenance is directly attributable to the actions of one only or more than one of the aforesaid registered proprietors or of any servant, agent, invitee, licensee of or any visitor to such proprietor or proprietors then the costs of such maintenance shall be borne wholly by such proprietor or proprietors
- (d) In the event of any dispute arising between any of the registered proprietors of the allotments specified in the schedule hereto in respect of any matter or thing contained herein such dispute may at the instance of any such proprietor involved be referred to arbitration in the manner provided by the Arbitration Act 1908 or any amendment thereto for the time being in force or any Act passed in substitution therefor and the decision thereof shall be final and binding on such proprietors

~~655050.3~~

Easements created as to
lot 90 DP 47126 by
Transfer 655050.3 of 18/11/1984

Ans

EASEMENT CERTIFICATE

Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

J. Keenan
District
Assistant

Land Registrar
of the District of Wellington



The easements referred to herein when created will be subject to section 37 (1) (a) of the Counties Amendment Act 1961.

J. Keenan
PLR.

ROWE, McBRIDE & PARTNERS
SOLICITORS
PALMERSTON NORTH, N.Z.

THE CAXTON PRESS, CHRISTCHURCH

SEP 7 2 12 PM '77

DISTRICT
LAND
REGISTRY
WELLINGTON NO. 3

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184/502, 503
504

