

B812888.7 EC



EASEMENT CERTIFICATE

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

MAHAKI HOLDINGS 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 **Wellington**

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. 90095

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		
	Servient Tenement			(Servient)
Right of Way	Lot 4 Lot 57 Lot 2	"I", "G" "J", "F" Lot 2	Lot 57 Lot 4 Lots 45, 46 and 47	57C/623 57C/644 57C/622
Electricity Supply	Lot 4 Lot 57 Lot 2	"I", "G" "J", "F" Lot 2	Lot 57 Lot 4 Lots 45, 46 and 47	57C/623 57C/644 57C/622
Water Supply	Lot 4 Lot 57 Lot 2	"I", "G" "J", "F" Lot 2	Lot 57 Lot 4 Lots 45, 46 and 47	57C/623 57C/644 57C/622
Gas Supply	Lot 4 Lot 57 Lot 2	"I", "G" "J", "F" Lot 2	Lot 57 Lot 4 Lots 45, 46 and 47	57C/623 57C/644 57C/622
Telephone	Lot 4 Lot 57 Lot 2	"I", "G" "J", "F" Lot 2	Lot 57 Lot 4 Lots 45, 46 and 47	57C/623 57C/644 57C/622
Sewage Drainage	Lot 4 Lot 57 Lot 2	"I", "G" "J", "F" Lot 2	Lot 57 Lot 4 Lots 45, 46 and 47	57C/623 57C/644 57C/622



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:

The following rights, powers, terms, conditions, covenants and restrictions in respect of the easements are in addition to those set out in the Seventh Schedule of the Land Transfer Act 1952.

WATER SUPPLY EASEMENT

1. The registered proprietor from time to time of the dominant tenement shall have the right (in common with the registered proprietor from time to time of the servient tenement) to convey water in a free and unimpeded flow (except during periods of necessary renewal and/or repair) by means of pipes in and under the land over which the easement is granted (as specified in the schedule) to the dominant land subject to the terms and conditions set out in this certificate. The water supply easements shall be subject to those rights powers terms conditions covenants and restrictions as set out in this certificate and as set out in relation to a right to convey water in the Seventh Schedule of the Land Transfer Act 1952.

2. Maintenance

- (a) The water supply pipeline will be inspected, maintained, repaired and replaced as is necessary to keep the pipeline in good order and condition.
- (b) The cost of inspecting, maintaining repairing and replacing the water supply pipeline or any part of the water supply pipeline as specified in paragraph 2(a) will be borne in equal shares by the registered proprietors of the servient and dominant tenements.

EXCEPT that the registered proprietor of Lot 2 shall not be required to contribute to the costs of inspection, maintenance, repair and replacement for so long as Lot 2 does not utilise the water supply pipeline. Notwithstanding the provisions of this clause and for the avoidance of doubt the provisions of clause 2(c) shall apply to the registered proprietor of Lot 2.

AND EXCEPT if any of the lots are subdivided then the proportions of the shares will be recalculated so that any new lot will also bear the costs of inspection, maintenance, repair and replacement together with the other lots.

- (c) Notwithstanding paragraph 2(b), if any inspection, maintenance, repair or replacement of the water supply pipeline is necessary due to any act or omission, neglect or fault of a particular registered proprietor or that registered proprietor's employees, contractors, agents, tenants, licensees or invitees, that registered proprietor will promptly carry out such inspection, maintenance, repair or replacement and will bear the whole cost of such inspection, maintenance, repair or replacement.

3. Arbitration

Any dispute as to the liability of the registered proprietors or in respect to any other matter relating to the water supply easement will be determined by an arbitrator under the Arbitration Act 1996 or any act passed in substitution or amendment.

Terms, conditions, covenants or restrictions continued

RIGHT OF WAY EASEMENT

1. Maintenance

- (a) The right of way will be inspected, maintained, repaired and replaced as is necessary to keep the right of way in good order and condition.
- (b) The cost of inspecting, maintaining, repairing and replacing the right of way as specified in paragraph 1(a) will be borne in equal shares by the registered proprietors of the servient and dominant tenements.

EXCEPT if any of the lots are subdivided then the proportions of the shares will be recalculated so that any new lot will also bear the costs of inspection, maintenance, repair and replacement together with the other lots.

- (c) Notwithstanding paragraph 1(b), if any inspection, maintenance, repair or replacement of the right of way is necessary due to any act or omission, neglect or fault of a particular registered proprietor or that registered proprietor's employees, contractors, agents, tenants, licensees or invitees, that registered proprietor will promptly carry out such inspection, maintenance, repair or replacement and will bear the whole cost of such inspection, maintenance, repair or replacement.

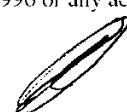
2. Determination of Right of Way Easement over Lot 2 DP 90095 in favour of Lots 45, 46 and 47 DP 90095

The registered proprietors from time to time of Lots 2, 45, 46 and 47, DP 90095 agree as follows:

- (a) The registered proprietor(s) from time to time of Lot 2 DP 90095 may at any time have dedicated as a road Lot 2, DP 90095 so that Lot 2, DP 90095 becomes vested in the Kapiti Coast District Council for the purpose of a road.
- (b) If Lot 2 is dedicated as a road and vested in the Kapiti Coast District Council the easement of right of way over Lot 2, DP 90095 in favour of Lots 45, 46 and 47, DP 90095 shall automatically determine.
- (c) Without limiting sub-clause (b) above if Lot 2 is dedicated as a road and vested in the Kapiti Coast District Council, the registered proprietor(s) from time to time of Lots 45, 46 and 47, DP 90095 shall be deemed to have consented to the determination of the easement of right of way over Lot 2, DP 90095 in favour of Lots 45, 46 and 47, DP 90095 and, if required by the registered proprietor from time to time of Lot 2, DP 90095 for registration purposes, shall
 - (i) forthwith execute, at the expense of the registered proprietor(s) from time to time of Lot 2, a surrender of the easement of right of way over Lot 2, DP 90095 in favour of Lots 45, 46 and 47, DP 90095; and
 - (ii) do all other things necessary at the expense of the registered proprietor(s) from time to time of Lot 2, DP 90095 to enable the determination of the easement of right of way over Lot 2, DP 90095 in favour of Lots 45, 46 and 47, DP 90095 to be registered including obtaining the consent of any mortgagee.
- (d) The registered proprietor(s) from time to time of Lots 45, 46 and 47 should not be liable for any costs of the formation and laying out of a road over Lot 2, DP 90095 or for any costs associated with vesting the road in the Kapiti Coast District Council.

3. Arbitration

Any dispute as to the liability of the registered proprietors or in respect to any other matter relating to the right of way easement will be determined by an arbitrator under the Arbitration Act 1996 or any act passed in substitution or amendment.



Terms, conditions, covenants or restrictions continued

ELECTRICITY SUPPLY EASEMENT

1. Definitions

"line or lines" means a wire or wires, cable or a conductor of any other kind (including a fibre optic cable) used or intended to be used for conveying electric power and includes any insulator, casing, tunnel or other equipment or material used for supporting, enclosing, surrounding or protecting any such wire, wires, conductor, cable or fibre optic cable.

2. The registered proprietor from time to time of the dominant tenement shall have the right (in common with the registered proprietor from time to time of the servient tenement) to convey and transmit electricity, without interruption or impediment (except during periods of necessary renewal and/or repair) by means of lines in and under the land under which the easement is granted (as specified in the schedule) to the dominant land subject to the terms and conditions set out in this certificate.

3. Maintenance

(a) The line or lines will be inspected, maintained, repaired and replaced as is necessary to keep the line or lines in good order and condition.

(b) The cost of inspecting, maintaining, repairing and replacing the line or lines as specified in paragraph 3(a) will be borne in equal shares by the registered proprietors of the servient and dominant tenements.

EXCEPT that the registered proprietor of Lot 2 shall not be required to contribute to the costs of inspection, maintenance, repair and replacement for so long as Lot 2 does not utilise the line or lines. Notwithstanding the provisions of this clause and for the avoidance of doubt the provisions of clause 3(c) shall apply to the registered proprietor of Lot 2.

AND EXCEPT if any of the Lots are subdivided then the proportions of the shares will be recalculated so that any new Lot will also bear the costs of inspection, maintenance, repair and replacement together with the other Lots.

(c) Notwithstanding paragraph 3(b), if any inspection, maintenance, repair or replacement of the line or lines is necessary due to any act or omission, neglect or fault of a particular registered proprietor or that registered proprietor's employees, contractors, agents, tenants, licensees or invitees, then that registered proprietor will promptly carry out such inspection, maintenance, repair or replacement and will bear the whole cost of such inspection, maintenance, repair or replacement.

4. Arbitration

Any dispute as to the liability of the parties or in relation to any other matter relating to the electricity supply easement will be determined by an arbitrator under the Arbitration Act 1996 or any act passed in substitution or amendment.

TELEPHONE EASEMENT

1. Definitions

"telecommunications" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electro-magnetic waves or not, at any frequency and whether for the information of any person or not and includes any electronic power supply whether underground or overground incidental to telecommunications:



Terms, conditions, covenants or restrictions continued

"line or lines" means a wire or wires, cable or a conductor of any other kind (including a fibre optic cable) used or intended to be used for telecommunications and includes any insulator, casing, tunnel or other equipment or material used for supporting, enclosing, surrounding or protecting any such wire, wires, conductor, cable or fibre optic cable.

2. The registered proprietor from time to time of the dominant tenement shall have the right (in common with the registered proprietor from time to time of the servient tenement) to lead and convey telecommunications, without interruption or impediment (except during periods of necessary renewal and/or repair) by means of lines under the land over which the easement is granted (as specified in the schedule) to the dominant land subject to the terms and conditions set out in this certificate.

3. Maintenance

- (a) The line or lines will be inspected, maintained, repaired and replaced as is necessary to keep the line or lines in good order and condition.
- (b) The cost of inspecting, maintaining, repairing and replacing the line or lines as specified in paragraph 3(a) will be borne in equal shares by the registered proprietors of the servient and dominant tenements.

EXCEPT that the registered proprietor of Lot 2 shall not be required to contribute to the costs of inspection, maintenance, repair and replacement for so long as Lot 2 does not utilise the lines or lines. Notwithstanding the provisions of this clause and for the avoidance of doubt the provisions of clause 3(c) shall apply to the registered proprietor of Lot 2.

AND EXCEPT if any of the Lots are subdivided then the proportions of the shares will be recalculated so that any new Lot will also bear the costs of inspection, maintenance, repair and replacement together with the other Lots.

- (c) Notwithstanding paragraph 3(b), if any inspection, maintenance, repair or replacement of the line or lines is necessary due to any act or omission, neglect or fault of a particular registered proprietor or that registered proprietor's employees, contractors, agents, tenants, licensees or invitees, then that registered proprietor will promptly carry out such inspection, maintenance, repair or replacement and will bear the whole cost of such inspection, repair, maintenance or replacement.

3. Arbitration

Any dispute as to the liability of the parties or in relation to any other matter relating to the telephone easement will be determined by an arbitrator under the Arbitration Act 1996 or any act passed in substitution or amendment.

GAS SUPPLY EASEMENT

1. The registered proprietor from time to time of the dominant tenement shall have the right (in common with the registered proprietor from time to time of the servient tenement) to lead and convey gas in a free and unimpeded flow (except during periods of necessary renewal and/or repair) by means of pipes in and under the land over which the easement is granted (as specified in the schedule) to the dominant land subject to the terms and condition set out in this certificate.

2. Maintenance

- (a) The gas pipes will be inspected, maintained, repaired and replaced as is necessary to keep the gas pipes in good order and condition.
- (b) The cost of inspecting, maintaining, repairing and replacing the gas pipes or any part as specified in paragraph 2(a) will be borne in equal shares by the registered proprietors of the servient and dominant tenements.



Certificate of Non-Revocation of Power of Attorney

I Terence Stanley Nowland of Wellington in New Zealand, Solicitor, hereby certify:

1. **That** by Deed dated 13 October 2000 a copy of which is deposited in the Land Transfer Registry at Wellington as B.807327.1 Mahaki Holdings Limited appointed me as Attorney on terms subject to the conditions set out in the said Deed.
2. **That** at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said Mahaki Holdings Limited or otherwise.

Signed at Wellington this 28th day of November 2000

.....
Terence Stanley Nowland

Terms, conditions, covenants or restrictions continued

AND EXCEPT that the registered proprietor of Lot 2 shall not be required to contribute to the costs of inspection, maintenance, repair and replacement for so long as Lot 2 does not utilise the gas pipes. Notwithstanding the provisions of this clause and for the avoidance of doubt the provisions of clause 2(c) shall apply to the registered proprietor of Lot 2.

EXCEPT if any of the Lots are subdivided then the proportions of the shares will be recalculated so that any new Lot will also bear the costs of inspection, maintenance, repair and replacement together with the other Lots.

- (c) Notwithstanding paragraph 2(b), if any inspection, maintenance, repair or replacement of the gas pipes or any part is necessary due to any act or omission, neglect or fault of a particular registered proprietor or that registered proprietor's employees, contractors, agents, tenants, licensees or invitees, then that registered proprietor will promptly carry out such inspection, maintenance, repair or replacement and will bear the whole cost of such inspection, repair, maintenance or replacement.

3. Arbitration

Any dispute as to the liability of the parties or in relation to any other matter relating to the gas supply easement will be determined by an arbitrator under the Arbitration Act 1996 or any act passed in substitution or amendment.

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

SEWAGE DRAINAGE EASEMENT

1. Maintenance

- (a) The sewage drainage pipeline will be inspected, maintained, repaired and replaced as is necessary to keep the pipeline in good order and condition.
- (b) The costs of inspecting, maintaining, repairing and replacing the sewage drainage pipeline or any part of the sewage drainage pipeline as specified in paragraph 1(a) will be borne in equal shares by the registered proprietors of the servient and dominant tenements.

EXCEPT that the registered proprietor of Lot 2 shall not be required to contribute to the costs of inspection, maintenance, repair and replacement for so long as Lot 2 does not utilise the sewage drainage pipeline. Notwithstanding the provisions of this clause and for the avoidance of doubt the provisions of clause 1(c) shall apply to the registered proprietor of Lot 2.

EXCEPT if any of the lots are subdivided then the proportions of the shares will be recalculated so that any new lot will also bear the costs of inspection, maintenance, repair and replacement together with the other lots.

- (c) Notwithstanding paragraph 1(b), if any inspection, maintenance, repair or replacement of the sewage drainage pipeline is necessary due to any act or omission, neglect or fault of a particular registered proprietor or that registered proprietor's employees, contractors, agents, tenants, licensees or invitees, that registered proprietor will promptly carry out such inspection, maintenance, repair or replacement and will bear the whole cost of such inspection, maintenance, repair or replacement.

2. Arbitration

Any dispute as to the liability of the registered proprietors or in respect to any other matter relating to the sewage drainage easement will be determined by an arbitrator under the Arbitration Act 1996 or any act passed in substitution or amendment.

Dated this 24th day of November 2000

Signed by the above-named

MAHAKI HOLDINGS LIMITED by
its duly authorised attorney


Terence Stanley Nowland

in the presence of

Witness G.A. Moodie

Occupation

Address Gabrielle Anne Moodie
Solicitor
Wellington

Correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the registered proprietor:



EASEMENT CERTIFICATE

Land Transfer Act 1952

Subject (when created) to Section
243 (a) Resource Management
Act 1991.

S. D. D.
A.D.L.S.

for RGL

Law Firm Acting
Bell Gully Buddle Weir PO Box 1291 Wellington

Auckland District Law Society
REF: 4050

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