

A 445158.16 EC

**EASEMENT CERTIFICATE**

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

I/We ~~PORTLAND INVESTMENTS LIMITED, PROVENCE PARK LIMITED, RALEIGH PARK LIMITED,~~  
~~THE NANTUCKET FARM LIMITED, ATLANTA HOLDINGS LIMITED, MONTERRY PARK LIMITED,~~  
~~PITTSBURGH PARK LIMITED, VIRGINIA PARK LIMITED, BORDEAUX PARK LIMITED,~~  
~~ROSEBERRY PARK LIMITED and BATON ROUGE PARK 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 Christchurch

on the                      day of                      under No. 81942  
 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.**

| 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>water ✓                       | Lot 10 DP<br>50079 ✓                        | A ✓<br>F ✓<br>G ✓                                                           | Lots 1 & 2 ✓<br>Lots 8 & 9 DP<br>50079 ✓                      | 304/1166<br>1176   |
|                                                  | 2 ✓                                         | C,D,E ✓                                                                     | Lots 8, 9 & 10<br>DP 50079 ✓                                  |                    |
|                                                  | Lot 8 DP<br>50079                           | H                                                                           | Lot 9 DP 50079 ✓                                              | ✓                  |
|                                                  | Lot 7 DP<br>50079 ✓                         | K ✓                                                                         | Lots 1-6 DP<br>50079 ✓                                        | ✓                  |
|                                                  | Lot 6 DP<br>50079 ✓                         | L ✓                                                                         | Lots 1-5 DP<br>50079 ✓                                        | ✓                  |
|                                                  | Lot 5<br>50079 ✓                            | M ✓                                                                         | Lots 1-4 DP<br>50079 ✓                                        | ✓                  |
|                                                  | Lot 4<br>50079 ✓                            | N ✓                                                                         | Lots 1-3 DP<br>50079 ✓                                        | ✓                  |
|                                                  | Lot 3<br>50079 ✓                            | O ✓                                                                         | Lots 1-2 DP<br>50079 ✓                                        | ✓                  |
|                                                  | Lot 2 DP<br>50079 ✓                         | P ✓                                                                         | Lot 1 DP 50079 ✓                                              | ✓                  |
|                                                  |                                             |                                                                             |                                                               |                    |
|                                                  |                                             |                                                                             |                                                               |                    |
|                                                  |                                             |                                                                             |                                                               |                    |
| Right to convey<br>electric power ✓              | 2 ✓                                         | B,C,D ✓                                                                     | Lots 8, 9 & 10<br>DP 50079 ✓                                  | ✓                  |
|                                                  |                                             |                                                                             |                                                               |                    |

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:

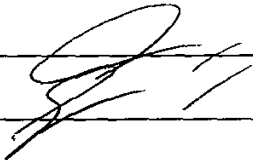
The following additional rights and powers shall apply in respect of the rights to convey electric power specified in Schedule A:

- (a) The full free uninterrupted and unrestricted right and privilege for the owner, occupier or tenant of the dominant tenement from time to time and at all times to convey electric power under or over the surface of the servient land along the stipulated course, and for these purposes:
  - (i) To use any existing poles supply lines wires cables or conduit laid along the stipulated course.
  - (ii) Where no such poles supply lines wires cables or conduits have been laid, or when it is necessary or desirable to repair or maintain the efficiency of any existing supply lines, wires, cables or conduit to enter upon, and for a reasonable time to remain upon, the servient land (with or without any necessary workmen, tools, equipment machinery and vehicles) so as to lay lift inspect clean repair maintain or renew the same.
- (b) In exercise of such rights, the owner occupier or tenant of the dominant tenement shall cause as little disturbance as is possible to the surface of the servient land and shall, upon the completion of any work, restore the surface of the servient land as nearly as is possible, to its original condition and repair any other damage occasioned thereby.
- (c) The rights specified in sub-clause (a) shall be exercisable in common with the owner occupier or tenant of the servient land and any other person lawfully entitled so to do.
- (d) The additional rights attaching to easements set out in the Seventh Schedule to the Land Transfer Act shall equally apply in respect of the rights to convey electric power and herein specified except that for the purposes of the rights to convey electric power and the word "pipe" or "pipes" shall be deemed to be deleted and the words "cable, wire or conduit" or "cables, wires or conduits" shall be deemed substituted.

- (b) Subject to subclause (c) the costs of maintaining the Water Supply Plant shall be borne equally by the registered proprietors of each lot which is entitled to the use of the Water Supply Plant.
- (c) If a majority of the registered proprietors of the lots entitled to use of the Water Supply Plant wish to use the Water Supply Plant and the water system for irrigation then:
- (i) Any reasonable cost to upgrade the Water Supply Plant for such purpose or to comply with the requirements of any appropriate authority or consent will be shared equally by all lots unless there are particular costs relating to the supply to any individual lot which costs shall be the responsibility of the registered proprietor of the lot so affected; and
  - (ii) The registered proprietor of each lot shall install and maintain a suitable water meter and all running and maintenance costs of the Water Supply Plant and the costs of any water will be shared by the registered proprietors of each lot pro rata according to water usage.

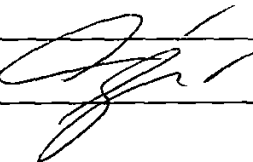
SIGNED by PROVENCE PARK  
LIMITED by its directors

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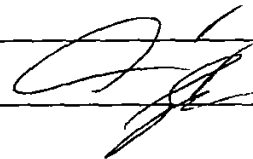
SIGNED by RALEIGH  
PARK LIMITED by its directors

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SIGNED by THE NANTUCKET  
FARM LIMITED by its directors

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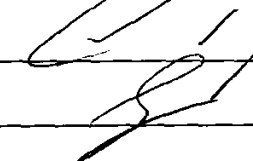
SIGNED by ATLANTA  
HOLDINGS LIMITED by its directors

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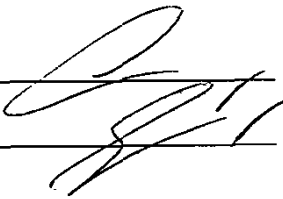


SIGNED by MONTERRY PARK  
LIMITED by its directors

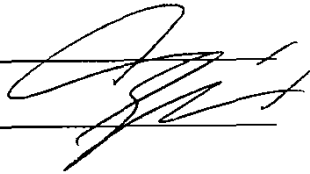
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SIGNED by PITTSBURGH ✓  
PARK LIMITED by its directors

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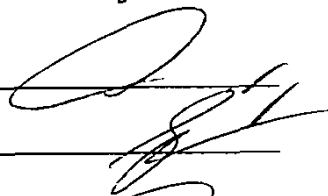
SIGNED by VIRGINIA ✓  
PARK LIMITED by its directors

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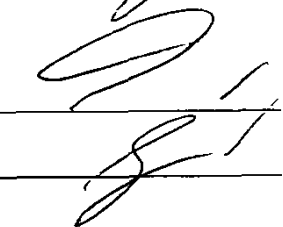
SIGNED by BORDEAUX ✓  
PARK LIMITED by its directors

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SIGNED by ROSEBERRY ✓  
PARK LIMITED by its directors

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SIGNED by BATON ROUGE ✓  
PARK LIMITED by its directors

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

(I) (a) Subject to clause II the costs of maintaining and repairing any right of way pipes supply lines wires cables or conduit shall be borne by the registered proprietors of the lots entitled to the benefit of the same in the proportions to which they have the actual use and enjoyment thereof, but no registered proprietor shall be liable to contribute to the cost of any such work which either:

(i) Is in respect of any part of the right of way or any pipes supply wires lines cables or conduit which are not used by that proprietor and/or in respect of which such use has not commenced; or

(ii) Arises through the omission neglect or default of any one or more of the registered proprietors or their tenants invitees servants or workmen.

(b) If any dispute or difference shall arise out of or touching or concerning these presents, then such dispute or difference shall be referred to arbitration conducted under the provisions of the Arbitration Act 1996 and its amendments, or any other Act passed in substitution thereof.

(II) In respect of the right to convey water over Lot 10 DP 50079 marked A, F and G on DP 81942 and over Lot 2 DP 81942 marked C, D and E on DP 81492 the following provisions shall apply:

(a) The well well headworks pumps electricity mainline and all associated equipment and plant relating to any well ("the Water Supply Plant") shall be used only for the purposes of drawing water for domestic and stock use.

Dated this

9<sup>th</sup>

day of

February

2000

Signed by the above-named

PORTLAND INVESTMENTS LIMITED

by its directors

in the presence of

Witness

Occupation

Address

Correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the registered proprietor:

# EASEMENT CERTIFICATE

Land Transfer Act 1952

| Law Firm Acting                                                          |
|--------------------------------------------------------------------------|
| <b>RHODES &amp; CO.</b><br>SOLICITORS<br>P.O. Box 13-444<br>CHRISTCHURCH |

Auckland District Law Society  
REF. 4050

This page is for Land Registry Office use only  
(except for "Law Firm Acting")



PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY CANTEBURY  
FOR REGISTRAR - GENERAL

11.40 09.FEB00 A 445158.16-

