

B608607.5 EC

Approved by the District Land Registrars: North Auckland 4221/75, South Auckland H.008116/1974, Canterbury 957768, Marlborough 75776, Gisborne 112239.9, Hawkes Bay 303051, Taranaki 217464.1, Wellington A038045, Westland 45629.

EASEMENT CERTIFICATE

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

*, MATHEW SLOAN AND JOY RITA SLOAN both of Paraparaumu, Tutor and Director respectively

being the registered proprietor 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 1997 under No. 83749

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 (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	Lot 2 ✓	A, B, C, D ✓	Lots 1 & 3	503/648 649 650
Sewage & Stormwater Drainage, water, gas & electricity supply, telephone transmission ✓	Lot 2 ✓	A, B, C, D, E, F, S, T, U, V ✓ ✓ ✓	Lots 1 & 3	
Pedestrian & equestrian right of way	Lot 1 ✓ Lot 2 ✓	G, H, I, J, B, D ✓	Lots 2 & 3 Lot 3 ✓	

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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 terms telephone, television, electricity and gas easements mean the full free and uninterrupted right, liberty and licence to convey electric power, telephonic communications, television transmission and gas supplies along and beneath those parts of the servient tenement set out in the schedule hereto for such purposes to lay, construct and place electric power cables, poles and telephone wires or cables and television cables, all pipes and all piping for gas and all electrical equipment incidental thereto whether on or below the surface of the servient land and from time to time for such purpose to dig up to any depth and again fill in the said servient land **AND** the servants, workmen and agents of the dominant tenement with or without trucks and vehicles and tools, machinery, articles and material shall be at liberty to enter upon the servient land at any time or times and from time to time for the purpose of construction and repair and reconstruction and removal and inspection and maintenance of any such electric power cables, poles, telephone wires or cables, television cables, electrical equipment and gas supplies and piping.

2. Pedestrian and Equestrian Right of Way

The full free uninterrupted and unrestricted right liberty and privilege for the occupier/owner of the dominant tenements their servants tenants agents workmen licensees and invitees (in common with the occupier/owner of the servient tenement, its tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go, pass and repass on foot only, with or without horses over and along that part of the servient tenements shown as firstly lot 1 on Deposited Plan 83749 and specifically marked G, H, I and J in favour of the dominant tenements lots 2 and 3 on the said Deposited Plan 83749 and secondly the servient tenement shown as lot 2 on Deposited Plan 83749 in favour of the dominant tenement lot 3 on Deposited Plan 83749 over which the easement is granted or created.

It is mutually covenanted and agreed between the occupier/owner of the servient tenement and the occupiers/owners of the dominant tenements that the costs incurred in maintenance and repair or replacement of the pedestrian and equestrian right of way herein contained shall be borne and paid by the occupier/owner of the servient tenement and each of the occupiers/owners of the dominant tenements in equal shares unless any such maintenance and repair or replacement is required by reason of the wilful actions or defaults of either the occupier/owner of the servient tenement or its servants agents licensees and invitees or any of the occupiers/owners of the dominant tenements and their servants agents licensees and invitees as the case may be in which case such maintenance repair and replacement shall be completed at the cost in all respects of the defaulting party.

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

That all works authorised to be carried out shall be carried out as expeditiously as possible and with as little disturbance to the surface of the servient land and the surface of that land shall be restored as nearly as possible to its original condition and any damage done by reason of the aforesaid work shall be repaired at the cost of the dominant tenement owners.

The servient tenement owners will do nothing on or about the servient land whereby the free uninterrupted flow of electricity through the said power cables or telephone communications through the telephone wires or cables or supply of gas through the piping provided or the supply of water through the piping provided may in any way be interrupted.

The servient tenement owners shall not place any buildings, erections or fences on the servient land and will not at any time hereafter do, permit or suffer any act or thing whereby the rights, powers, licences and liberties herein set out may be interfered with or affected.

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Dated this 6th day of June 19 97

Signed by the above-named

MATHEW SLOAN and
JOY RITA SLOAN

Matthew Sloan
Joy Rita Sloan

in the presence of

Witness *Phil Q*

Occupation *Solicitor*

Address *Kenilworth*

T. J. KILLICK
SOLICITOR
WAIRAKI

EASEMENT CERTIFICATE

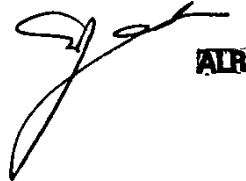
IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein.

Correct for purposes of the Land Transfer Act



(Solicitor for) the registered proprietor

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

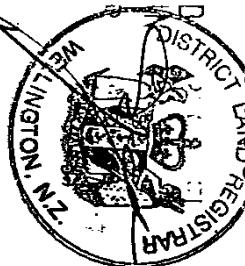


Particulars entered in the Register as shown in
the schedule of land herein on the date and at
the time stamped below

District Land Registrar
Assistant
of the District of

3.00 22 JUL 97 B 608607.5
PARTICULARS ENTERED
LAND REGISTRY WELL
ASST LAND REGISTRAR

500/648
649
650



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