

D 572039.4
EC



EASEMENT CERTIFICATE

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

I/~~We~~ **Susan Noelene ERCEG**

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 **NORTH AUCKLAND** on the day of **2001** under No. **205802** 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. 205802

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, Right to transmit electricity & telecommunications & right to convey stormwater, sewerage, water & gas	Lot 1 DP 205802	A	Lot 2 DP 205802	134A/613 (servient) 134A/614 (dominant)

[Handwritten signature]



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:

RIGHT OF WAY

The rights and powers, terms, conditions, covenants or restrictions shall be those as set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952 insofar as such relate to easements of right of way.

RIGHT TO TRANSMIT ELECTRICITY

The rights and powers, terms, conditions, covenants or restrictions shall be as set out on the page annexed hereto marked "Electricity Easement".

TELECOMMUNICATIONS

The rights and powers, terms, conditions, covenants or restrictions shall be those as set out on the pages annexed hereto headed "Telecommunications."

RIGHT TO CONVEY STORMWATER

The rights and powers, terms, conditions, covenants or restrictions shall be those as set out in the Seventh Schedule to the Land Transfer Act 1952 insofar as such relate to easements of right to convey stormwater.

RIGHT TO CONVEY SEWERAGE

The rights and powers, terms, conditions, covenants or restrictions shall be those as set out in the Seventh Schedule to the Land Transfer Act 1952 insofar as such relate to easements of right to convey sewerage.

RIGHT TO CONVEY WATER

The rights and powers, terms, conditions, covenants or restrictions shall be those as set out in the Seventh Schedule to the Land Transfer Act 1952 insofar as such relate to easements of right to convey water.

RIGHT TO CONVEY GAS

The full right to convey gas through that portion of the servient land marked "A" on Plan 205802. For that purpose the owner of the dominant land and his, her or their servants workmen and agents with or without vehicles and with equipment may at all times enter that land marked "A" and any other areas surrounding as may be necessary and construct equip and maintain alter renew and operate any equipment as the owner of the dominant land from time to time reasonably requires. The owner of the dominant land shall do as little damage as possible to the surface of the land and any vegetation fences or erections on it. Any opening in the surface of the land shall be filled in by the owner of the dominant land as soon as possible after the necessary work for which that opening was made has been completed and the surface levelled off in a proper manner and resurfaced to the condition it was in prior to the work being done. All damage (if any) to fences or other erections on the land shall be made good and restored to their prior condition in a workmanlike manner.

ELECTRICITY EASEMENT

1. RIGHTS AND POWERS

The full free and uninterrupted right of the Grantee and any body corporate charged with the responsibility of supplying electric works and transmitting electricity (and duly authorised by the Grantee):

- (a) To erect, construct lay and maintain such electric works as the Grantee may reasonably require through, along or under the servient at such depth beneath the surface of the soil as is reasonably appropriate.
- (b) To transmit electrical energy through such electric works.
- (c) To enter upon the servient land with or without engineers, tradesmen and workmen and with or without any necessary machinery, vehicles, implements, tools and materials of any kind for the purposes aforesaid.

2. CONDITIONS, COVENANTS ETC

- (a) The cost of maintaining the electricity supply will be borne by the Grantor and the Grantee in accordance with their usage. Where the need for maintenance is directly attributable to the actions of one or more of those registered proprietors the cost shall in that case be borne wholly by that proprietor that is responsible for the maintenance needed.
- (b) Any dispute or difference which may arise as to the liability of any party or the construction or interpretation of the easements or the amount of costs payable shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment.
- (c) All works authorised to be carried out hereunder shall be carried out as expeditiously as possible and with as little disturbance to the surface of the said lands as possible and immediate upon the completion of any such work the surface of the land shall be restored as nearly as possible to its original condition.
- (d) The party who shall have carried out any of the works authorised to be carried out hereunder will from time to time repair and make good all damage to fences gates drains paths or driveways upon the said land caused by the carrying out of the said works.
- (e) The Grantor will not place any buildings erections or fences on the said land or any part thereof which may unreasonably interfere with the rights hereby granted and will not at any time hereafter do or permit or suffer any act whereby the rights powers licences and liberties hereby created may be interfered with or affected or whereby the transmission of electric power as aforesaid may be in any way interrupted or restricted PROVIDED ALWAYS that this provision shall not affect any boundary fences between the servient land and any adjoining lands or adjoining streets.

For the purpose of this electricity easement the "Grantor" means the registered proprietor of the servient land and the "Grantee" means the registered proprietor of the dominant land.



TELECOMMUNICATION EASEMENT

Telecommunications

The rights and powers and the terms, conditions, covenants or restrictions with respect to the easement of telecommunications shall be :

- (i) The full, free uninterrupted and unrestricted right to install and thereafter repair and maintain such line, lines or works as shall be required for the purposes of telecommunications.
- (ii) The full, free right, liberty and licence for all times hereafter for the proprietor of the dominant tenement with his engineers, surveyors, servants, agents, employees, workmen, contractors and invitees with or without vehicles laden or unladen and with materials, machinery and implements from time to time and at all times :
 - (a) To lay and maintain in and under the soil, tarsealed surfaces, fence and fences of the servient tenement a line or lines or works;
 - (b) To enter and remain upon the servient tenement for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing or altering the line or lines or works as the case may be and opening up the soil of the easement land and making thereon any cuttings, fillings, grade, batters or trenches and to reopen the same and generally to do and perform such acts or things upon the easement land as may be necessary to enable the grantee to receive the full, free use and enjoyment of the rights and privileges granted under this instrument;
 - (c) To use the line or lines or works for the purpose of telecommunication without interruption or impediment (except during any periods of inspection, repair, renewal replacement or alteration);

PROVIDED ALWAYS that all such line or lines or works are laid underground and that on completion of any work by the grantee on the easement land pursuant to this easement requiring the grantee to open up the land the grantee shall restore the surface of the easement land as nearly as possible to its former condition and replace the soil at the surface, including the tarsealed surface and turf (if any) consolidated to its proper level.

For the purposes of this easement of telecommunications the following definition shall apply :

"Telecommunication"

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



"Line or Lines"

means a wire or wires, cable or conductor of any other kind (including a fibre optic cable) used or intended to be used for telecommunications and includes any insulator, casing, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding or protecting any such wire, wires, conductor, cable or fibre optic cable and also includes any part of a line and includes "existing lines" as defined by the Telecommunications Act 1987 and its amendments.

"Works"

includes a line and lines as above defined and any instrument, radio apparatus comprising transmitters or receivers or a combination of both, machinery, engine, excavation or work of whatever description used for the purpose or in relation to or in any way in connection with telecommunication and includes "existing works" as defined by the Telecommunications Act 1987 and its amendments.

"Grantor"

means the registered proprietor of the servient land.

"Grantee"

means the registered proprietor of the dominant land.



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

Dated this 11th day of January 2001

Signed by the above-named
SUSAN NOELENE ERCEG
~~BRANDS~~

in the presence of

Witness

Occupation S: A. WONG

Address SOLICITOR
WHANGAREI

Correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the registered proprietor:



EASEMENT CERTIFICATE

Land Transfer Act 1952

PRODUCED
ENTERED

LINZ COPY

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18/01/2001 at 9:00
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
for REGISTRAR-GENERAL OF LAND

The above/within easements when created with
be/are subject to Section 243(a) Resource
Management Act 1991

for DLR

Law Firm Acting
WEBB ROSS JOHNSON BARRISTERS & SOLICITORS PO BOX 945/DX AP24506 WHANGAREI (Mr Wong)

Auckland District Law Society
REF: 4050 14

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