Easement Certificate

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

I, We, Michael Patrick Maria Robbers and Leonie Heather Robbers

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 19

under No. 86592

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.

B700355.4 EC

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, Electricity and Gas Supply, Water Supply, Telephone, Water Drainage	Lot 1	A	Lot 2	54B/2
	Lot 2	B	Lot 1	54B/1

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:

See attached

1.0 Rights and power of the Grantee in respect of the right of way, water supply, sewerage and stormwater drainage easement:

1.1 The rights and powers shall be as set out in the 7th Schedule of the Land Transfer Act 1952.

2.0 Rights and powers of the Grantee in respect of the Telephone Transmission

2.1 The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to convey telephone services without interruption or impediment (except during periods of necessary renewal and/or repair) across, over or under the servient land by means of conduits, cables or pipes laid or to be laid over or under the surface of and through the soil of the servient land to the dominant tenement.

3.0 Rights and powers of the Grantee in respect of the gas and electricity easement:

3.1 The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to lead and convey gas and electricity without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the servient land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the servient land to the dominant tenement.

4.0 Terms, conditions, or restrictions in respect of any of the above easements:

4.1 The parties shall contribute equally to the costs required to repair and maintain the right of way from time to time.

4.2 The parties shall contribute equally to the costs required to repair and maintain all the conduits, cables or pipes laid under or over the surface of and through the soil of the land in respect of the sewage and stormwater drainage, water and electricity supply and telephone and television transmission.

4.3 Notwithstanding Clauses 4.1 and 4.2, if any repair to or maintenance of the right of way or the conduits, cables or pipes laid in respect of the sewage and stormwater drainage, water and electricity supply and telephone and television transmission easement is rendered necessary by the act, neglect or default of any party or that parties' employees, contractors, agents, tenants, licensees or invitees, then that party shall promptly carry out such repair and maintenance and shall bear the whole cost of the work.

4.4 Each grant of easement shall be for all time.

4.5 No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this certificate (whether express

or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.

4.6 If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligations under this certificate the following provisions shall apply:

(i) the other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven days from service of the default notice the other party may perform such obligation;

(ii) if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:

(a) perform such obligation; and

(b) for that purpose enter the relevant servient land or dominant land and carry out any work;

(iii) the defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of costs incurred in performing such obligation;

(iv) the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.

4.7 The Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to any easement.

4.8 (i) The Grantee may for the purpose of complying with any obligation of the Grantee under this certificate in relation to any easement:

(a) enter the servient land for such time as is reasonable for the purpose of performing such obligation.

(b) remain on the servient land for such time as is reasonable for the purpose of performing such obligation.

(ii) In exercising any rights under this subclause the Grantee shall:

(a) cause as little damage, disturbance, inconvenience and interruption to the servient land and to the use of the servient land as is reasonably necessary; and

(b) forthwith make good any damage done to the servient land and to the occupier of the servient land.

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

See attached

Dated this 26th day of November 19 98

Signed by the above-named
MICHAEL PATRICK MARIA ROBBERS and
LEONIE HEATHER ROBBERS

in the presence of

Witness .....

Occupation .....

Address ..... RICHARD N. MARTIN Solicitor Wellington

Correct for purposes of the Land Transfer Act 1952

(Solicitor for) the registered proprietor

Sole Copy

Approved by the Registrar-General of Land under No. 1997/6027

Easement Certificate

Land Transfer Act

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

A.L.R.

11.45 23.DEC98 B 7003554

PARTICULARS ENTERED IN THE REGISTER
LAND REGISTRY WELLINGTON
FOR DISTRICT LAND REGISTRAR

WELLINGTON, N.Z.

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