

EASEMENT CERTIFICATE

Canterbury

Land Registry Office

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

I, ROLLESTON PARK LIMITED at Christchurch

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easement 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 18th day of April 1997 under No. 75406 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
42D/320	Right of Way	165✓	A, E	Lot 168 ✓
	Right to drain water and Sewage	168 ✓	B, F	Lot 165 ✓
	Right to convey water, electric power and telephonic communications	171 ✓	C, G	Lot 174
		174 ✓	D, H	Lot 171 ✓
	Right to Convey Electric Power and Telephonic Communications	165 ✓	E	Lot 167 ✓
		168 ✓	F	Lot 167 ✓
		171 ✓	G	Lot 173 ✓
		174	H	Lot 173

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this 10th day of October 19 97

Signed by the above-named ROLLESTON PARK LIMITED
by its Directors ROBIN ANTHONY SCHULZ
~~in the presence of~~ and DENNIS LAURENCE WHITE

Witness: [Signature]

Occupation:

Address:

[Signature] Director
[Signature] Director

Correct for the purposes of the Land Transfer Act

[Signature]

Solicitor for the Registered Proprietor

SCHEDULE 'B'

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:

✓ SCHEDULE "B"

RIGHTS AND POWERS

- (a) The rights and powers attached to the aforementioned Easements in Schedule A shall include the rights and powers implied in respect of a **Right of Way, a Right to Drain Water, a Right to Drain Sewage, and a Right to Convey Water** as set out in the Seventh Schedule of the Land Transfer Act 1952.
- (b) The rights to **Convey Electric Power and Telephonic Communications** shall include the full, free, uninterrupted and unrestricted right, liberty and privilege for the grantee and his tenants (in common with the grantor, his tenants and any other person lawfully entitled so to do) from time to time and at all times to **Convey Electric Power and Telephonic Communications** across the land over which the easement is granted or created together with the full, free, uninterrupted and unrestricted right, liberty and privilege for the grantee and his tenants (in common with the grantor, his tenants and any other person lawfully entitled so to do) for the purposes aforesaid:
- (i) To use any pipes, cables, wires, poles, conduit pipes, transformers and mains of all descriptions already laid or any pipes, cables, wires, poles, conduit pipes, transformers and mains as aforesaid in replacement or in substitution for all or any of pipes, cables, wires, poles, conduit pipes, transformers and mains as aforesaid.
 - (ii) Where no such line of pipes, cables, wires, poles, conduit pipes, transformers and mains as aforesaid exist to lay, place, maintain, construct and erect or to have laid, placed, maintained, constructed or erected such line of pipes, cables, wires, poles, conduit pipes, transformers and mains as aforesaid as may be respectively required for such of the aforesaid purposes on or under the surface of the land over which the easement is granted or created and along such line as may be defined for such purpose or purposes.
 - (iii) In order to construct or maintain the efficiency of any such line of pipes, cables, wires, poles, conduit pipes, transformers and mains as aforesaid the full, free, uninterrupted and unrestricted right, liberty and privilege for the grantee, his tenants, servants, agents and workmen with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing such line of pipes, cables, wires, conduit pipes, transformers and mains as aforesaid or any part thereof and of opening up the soils of that land to such an extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

SCHEDULE "C"

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF ANY OF THE ABOVE EASEMENTS

- (a) The cost of erecting, installing, laying, maintaining, repairing and renewal of such of the said cables, poles and fittings as are used in common in relation to the aforesaid easements to **convey electric power and telephonic communications** shall be borne by the owner or owners, occupier or occupiers for the time being of the dominant and servient tenements hereinbefore referred to in the proportion to which he or they are entitled and actually use the same provided however that in the event of any such maintenance, repair, renewal being made necessary by the negligence, default, act or omission of any one of the users thereof or any of his tenants, servants, agents, workmen, licensees or invitees then and in any of such cases the costs of such maintenance, repair or renewal shall be borne by the person or persons whose negligence, default or omission or the negligence, default or omission of whose tenants, servants, agents, workmen, licensees or invitees shall have made the same necessary.
- (b) The cost of laying, constructing, maintaining, repairing, renewing and cleansing any pipes as are used in common in relation to the aforesaid easements to **drain water, to convey water and to drain sewage** shall be borne by the owner or owners, occupier or occupiers for the time being of the dominant and servient tenements hereinbefore referred to in the proportion to which he or they are entitled and actually use the same provided however that in the event of any such maintenance, repair, renewal or cleansing being made necessary by the negligence, default, act or omission of any one of the users thereof or any of his tenants, servants, agents, workmen, licensees and invitees then and in any of such cases the costs of such maintenance, repair, renewal or cleansing shall be borne by the person or persons whose negligence, default, act or omission shall have made the same necessary.
- (c) The cost of laying, constructing, maintaining and repairing and renewal of the **Right of Way** shall be borne by the owner or owners, occupier or occupiers for the time being of the dominant and servient tenements hereinbefore referred to in the proportion to which they are entitled and actually use the same provided that in the event of any such maintenance, repair or renewal being made necessary by the negligence, default, act or omission of any one of the users thereof or any of his tenants, servants, agents, workmen, licensees and invitees, then and in any such case the costs of such maintenance, repair or renewal shall be borne by the person or persons whose negligence, default or omission shall have made the same necessary.
- (d) The registered proprietors of the dominant and servient tenements shall not cause or allow any vehicle to be parked in or on the right of way which shall hinder the effective use of the same for the passage of vehicles to and from the land of the other registered proprietors having Rights of Way thereover.
- (e) And if the owner or owners, occupier or occupiers for the time being of the dominant and servient tenements are unable to agree on their respective liabilities under the provisions of the foregoing clauses the matter shall be resolved by arbitration under the provisions of the Arbitration Act 1908 and its amendments or any Act for the time being in force enacted in substitution therefor.

Particulars entered in the Register at the date and at the time recorded below.

*District Land Registrar
Assistant of the District of*

EASEMENT CERTIFICATE

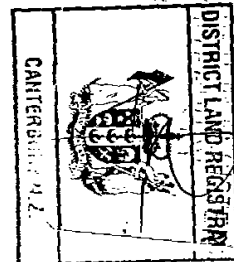
THE WITHIN EASEMENTS WHEN CREATED WILL BE SUBJECT TO SECTION 243 (a) RESOURCE MANAGEMENT ACT 1991

REGISTER

Sole copy



11.52 03.NOV97 A 324562.2



P.J. CORDNER
SOLICITOR
CHRISTCHURCH