

EASEMENT CERTIFICATE

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

B450234.5

EC

CDL LAND NEW ZEALAND LIMITED at Auckland

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 **South Auckland** on the day of 19 97 under No. S. 77852 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. S. 77852

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 47	"L"	Lots 46, 48, 49 & 50	61D/671
)				61D/672
)				61D/673
Right to Convey				61D/674
Water)				61D/675
)				
)				
Right to				
transmit electricity				
telecommuni-				
cations)				

N.B. On no account should this margin be used

N.B. On no account should this margin be used

[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:

The rights and powers set out in the attached Insert Sheet 1 are in addition to those set out in the Seventh Schedule of the Land Transfer Act 1952.

N.B. On no account should this margin be used

N.B. On no account should this margin be used

INSERT SHEET 1

**RIGHTS AND POWERS IN ADDITION TO THOSE SET OUT IN THE SEVENTH
SCHEDULE TO THE LAND TRANSFER ACT 1952**

1. ELECTRICITY SUPPLY EASEMENT:

The following provisions shall apply to each electricity supply easement:

- (a) The right of the grantee and other authorised persons (in common with the grantor and all others having the like right) to lead and convey electricity and electric impulses, without interruption or impediment (except during any periods of necessary renewal 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 electricity supply area to the dominant land.;
- (b) The grantee shall be responsible for arranging:
 - (i) The installation of the electricity supply; and
 - (ii) The repair and maintenance of the electricity supply so as to keep it in good order, repair and condition and to prevent its becoming a danger or a nuisance.

2. TELECOMMUNICATIONS SERVICE EASEMENT:

The following provisions shall apply to each telecommunications easement:

- (a) The right for the grantee and other authorised persons (in common with the grantor and all others having the like right) to transmit telecommunications and similar services 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 and through the soil of the telecommunications service area to the dominant land;
- (b) The grantee shall be responsible for arranging:
 - (i) The installation of the telecommunications service; and
 - (ii) The repair and maintenance of the telecommunications service so as to keep it in good order, repair and condition and to prevent its becoming a danger or a nuisance.

A handwritten signature in black ink, appearing to be 'J. Khan', followed by a stylized flourish or checkmark.

INSERT SHEET 2

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

The following provisions are applicable to the easements recorded by this certificate:

- (a) Each grant shall be for all time from the date such easements are deemed to be created pursuant to section 90A(6) of the Land Transfer Act 1952.
- (b) 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.
- (c) If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation 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 onto 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 the costs incurred in performing such obligation;
 - (iv) The other party may recover from the defaulting party as a liquidated debt any moneys payable pursuant to this sub-clause.
- (d) 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 easements;



INSERT SHEET 3

- (e) (i) The grantee may for the purpose:
- (A) Of complying with any obligation of the grantee under this certificate; or
 - (B) Maintaining the right of way the right to convey water, the telecommunications and similar services and the electrical supply
- in relation to any easement:
- (aa) Enter the servient land with or without agents, servants, contractors and work persons with all necessary tools, implements, machinery, vehicles or equipment;
 - (bb) Remain on the servient land for such time as is reasonable for the purpose of performing such obligations:
- (ii) In exercising any rights under this sub-clause the grantee shall:
- (A) Cause no more damage, disturbance, inconvenience and interruption to the servient land and to its use than is reasonably necessary; and
 - (B) Forthwith make good any damage done to the servient land and to the occupier of the servient land.
- (f) Any dispute arising out of or relating to this contract may be referred to mediation, a dispute resolution process in which an independent mediator facilitates negotiation between the parties. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with a mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc.

Any dispute arising out of or relating to this contract which is not resolved by mediation shall be finally decided by arbitration in accordance with the Arbitration Act 1996.

A handwritten signature in black ink, appearing to be 'J. [unclear]', with a horizontal line drawn through it.

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

See Insert Sheets 2 and 3

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Dated this 3rd day of October 1997

Signed by ~~XXXXXXXXXX~~ on behalf of
CDL LAND NEW ZEALAND LIMITED by

in the presence of

Witness

Occupation

Address


(DIRECTOR)



DIRECTOR

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

N.B. On no account should this margin be used

N.B. On no account should this margin be used

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

(5) EC
25
5-6-20
11

McCaw Lewis Chapman
Solicitors
HAMILTON
(MSS)



RECEIVED
DISTRICT LAND REGISTRAR
AUCKLAND
14 NOV 1997

12.12 14.NOV97 B 450234.5

