

Approved by the District Land Registrar, South Auckland No. 351560  
 Approved by the District Land Registrar, North Auckland, No. 4380/81  
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

B 188 756-6 EC

## EASEMENT CERTIFICATE

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

~~xxxxx~~ **HOMEGUARD INSPECTIONS LIMITED** a duly incorporated Company  
 having its registered office at Tauranga

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 **Hamilton**  
 on the                      day of                      19 94                      under No. **S.66331**  
 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.66331

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 ✓ Sewage ✓ Electricity ✓ Telephone ✓ Water Supply ✓ Natural Gas ✓ Storm Water ✓	Lot 3 ✓	A ✓	Lots 1 and 2 ✓	NT
Right of Way ✓ Sewage ✓ Electricity ✓ Telephone ✓ Water Supply ✓ Natural Gas ✓ Storm Water ✓	Lot 2 ✓	B ✓	Lot 1 ✓	
Stormwater ✓	Lot 2 ✓	C ✓	Lot 3 ✓	
Stormwater ✓	Lot 2 ✓	D ✓	Lots 1 and 3 ✓	

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 insert sheets

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## 1. Interpretation

In these conditions unless the context otherwise requires:

"the certificate" means this easement certificate (including these conditions) as it may be varied from time to time

"these conditions" means these conditions as may be varied from time to time

"dominant land" in relation to any easement means the land described in the Schedule to which the relevant easement is appurtenant

"easement" means an easement recorded by this certificate

"electricity supply area" means that part of the land described in the Schedule as being subject to an electricity supply easement

"electricity easement" means the rights recorded by this certificate in relation to each electricity supply area

"sewage drainage area" means that part of land described in the Schedule as being subject to a sewage drainage easement

"sewage drainage easement" means the rights recorded by this certificate in relation to each sewage drainage area

"the Grantee and other authorised persons" in relation to any easement means the Grantee and the agents, servants, workmen, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement and, where the context so admits, means any of such persons

"the Grantee" in relation to each easement means the registered proprietor for the time being of the dominant land to which the relevant easement is appurtenant

"the Grantor and other authorised persons" in relation to any easement means the Grantor and the agents, servants, workmen, tenants, licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the relevant easement and, where the context so admits, means any of such persons

"the Grantor" in relation to each easement means the registered proprietor for the time being of the servient land which is subject to the relevant easement

"the plan" means deposited plan No.S.66331 (South Auckland Land Registry)

"right of way area" means that part of the land described in the Schedule as being subject to a right of way easement

"right of way easement" means the rights recorded by this certificate in relation to each right of way

"servient land" in relation to any easement means the land described in the Schedule which is subject to the relevant easement

"natural gas supply area" means that part of the land described in the Schedule as being subject to a natural gas supply easement

"natural gas supply easement" means the rights recorded by this certificate in relation to each natural gas supply area

"storm water drainage area" means that part of the land described in the First Schedule as being subject to a storm water drainage easement

"storm water drainage easement" means the rights recorded by this certificate in relation to each storm water drainage easement

"telephone service area" means that part of the land described in the Schedule as being subject to a telephone service easement

"telephone service easement" means the rights recorded by this certificate in relation to each telephone service area

"water supply area" means that part of the land described in the Schedule as being subject to a water supply easement

"water supply easement" means the rights recorded by this certificate in relation to each water supply area



2. General Provisions Relating to 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 perform or to join in performing such obligation and stating that, after the expiration of 7 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 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 subclause.
- (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 easement;
- (e) (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 with or without agents, servants, contractors and workmen with all necessary tools, implements, machinery, vehicles or equipment;
  - 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.

3. Right of Way Easement

The following provisions shall apply to the right of way easement:

- (a) the right for the Grantee and other authorised persons (in common with the Grantor and other authorised persons) to pass and re-pass:
  - (i) on foot with or without domestic animals of any kind; and
  - (ii) with motor and other vehicles, laden and unladen, machinery and implements of any kindfor all purposes connected with the use and enjoyment of the dominant land over and along the right of way area:
- (b) the Grantor and the Grantee shall be responsible for:
  - (i) the formation of the right of way; and
  - (ii) the maintenance of the right of way in good, clean order, repair and condition.

4. Water Supply Easement

The following provisions shall apply to the water supply easement:

- (a) the right for the Grantee and other authorised persons (in common with the Grantor and all others having the like right) to convey and lead water in free and unimpeded flow (except during any periods of necessary cleansing, renewal and/or repair) from the public street adjoining the servient tenement through pipes and conduits laid or to be laid under the surface of and through the soil of the water supply area to the dominant tenement:
- (b) the Grantor and the Grantee shall be responsible for arranging:
  - (i) the installation of the water supply; and
  - (ii) the repair and maintenance of the water supply so as to keep the same in good order, repair and condition and to prevent the same becoming a nuisance.

5. Telephone Service Easement

The following provisions shall apply to the telephone service easement:

- (a) the right for the Grantee and other authorised persons (in common with the Grantor and all others having the like right) to convey telephone 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 of the same by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the

telephone service area to the dominant land:

- (b) the Grantor and the Grantee shall be responsible for arranging:
  - (i) the installation of the telephone service; and
  - (ii) the repair and maintenance of the telephone service so as to keep the same in good order repair and condition and to prevent the same becoming a danger or a nuisance.

6. Electricity Easement

The following provisions shall apply to each electricity supply easement:

- (a) the right for 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 and Grantor 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 the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

7. Storm Water Drainage Easement

The following provisions shall apply to each storm water drainage easement:

- (a) The right for the Grantee and other authorised persons (in common with the Grantor and all others having the like right) to convey water (whether rain, tempest, spring, soakage or seepage water) in any quantities in fee and unimpeded flow except during any periods of necessary cleansing, renewal or repair) from the dominant land through pipes and conduits laid or to be laid under the surface of and through the soil of the storm water drainage area to the public street adjoining the servient land.
- (b) The Grantor and Grantee shall be responsible for arranging:
  - (i) the installation of the storm water drainage; and
  - (ii) the repair and maintenance of the storm water drainage so as to keep the same in good order, repair and condition and to prevent the same becoming a nuisance.

8. Sewage Drainage Easement

The following provisions shall apply to the Sewage Drainage Easement.

- (a) The rights for the Grantee and other authorised persons (in common with the Grantor) and all others having the like right to:
  - (i) drain, discharge or convey sewage and other waster material and fluid in any quantities in free and unimpeded flow (except during any period of necessary cleansing, renewal and/or repair) from the Dominant Tenement through pipes and conduits laid or to be laid under the surface of and

- through the soil of the sewage drainage area to the public street.
- (ii) lay, construct, alter, cleanse, extend, repair, maintain, remove and replace any pipes, concrete or other conduits, manholes, valves, surface boxes or other plant or sewage drainage systems; and
  - (iii) enter the Servient Tenement to carry out any construction repairs or maintenance with all or any necessary vehicles, machinery or workmen to enable the efficient and proper running of the Sewage Easement.
- (b) (i) the Grantee shall be responsible for arranging the installations of the sewage drainage and
- (ii) the repair and maintenance of the sewage drainage so as to keep the same in good order repair and condition and to prevent the same becoming a nuisance.

9. Natural Gas Supply Easement

The following provisions shall apply to each natural gas supply easement:

- (a) The rights for the Grantee and other authorised persons (in common with the Grantor and all others having the like right) to lead and convey natural gas 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, or pipes laid or to be laid under the surface of and through the soil of the natural gas supply area to the dominant land;
- (b) The Grantor and Grantee shall be responsible for arranging:
- (i) the installation of the natural gas supply and
  - (ii) the repair and maintenance of the natural gas supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.
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2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:
- (a) The costs of maintaining and repairing electricity, sewage, storm water, natural gas, water supply and telephone easements and the costs of installing the electricity, sewage, storm water, natural gas, water supply and telephone easements shall be borne by the registered proprietors for the time being of servient and dominant tenements concerned on a fair and reasonable basis having regard to user and in the event there shall be any dispute as to what constitutes a fair and reasonable basis in this then such dispute shall be referred to arbitration in accordance with clause 2(b) hereof.
- (b) Any dispute referred to in clause (a) hereof shall be referred to the decision of single arbitrator where the parties can agree upon one and in the case where parties cannot agree upon the appointment of such an arbitrator, then two arbitrators one to be appointed by each party to this dispute and an umpire to be selected by the two arbitrators and reference of such dispute shall be deemed to be a submission to arbitration within the meaning of the Arbitrations Act 1908 or the then subsisting statutory provisions relating to the arbitration.

Dated this 2nd day of February 19 94

Signed by the above-named  
**THE COMMON SEAL of HOMEGUARD  
INSPECTIONS LIMITED** was  
hereunto affixed

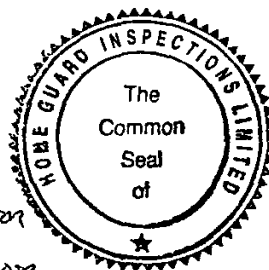
in the presence of

Witness

Occupation

Address

DIRECTOR





# EASEMENT CERTIFICATE

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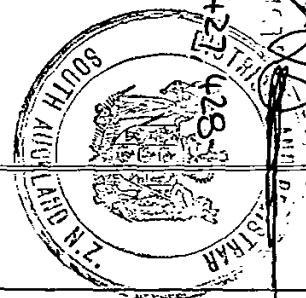
Correct for the purposes of the  
Land Transfer Act

Solicitor for the registered proprietor

The within easements when  
created will be Subject to  
Section 243 (a) Resource  
Management Act 1991

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AND REGISTRY  
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