

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

B499102.1 EC

EASEMENT CERTIFICATE

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

±We EARL MATTHEW GREANEY and MARGARET ISABELLA GREANEY

in equal shares
 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 _____ 1998 under No. DPS.81883
 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.81883

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 and right to transmit Telecommunications and Electricity	Lot 6 DPS.81883	Letter A	Lots 1 to 5 DPS.81883	640/33 640/34 640/35 640/36
Right of Way and right to transmit Telecommunications and Electricity	Lot 6 DPS.81883	Letter B	Lots 3 to 5 DPS.81883	640/37 640/38
Right of Way and right to transmit Telecommunications and Electricity	Lot 6 DPS.81883	Letters C & F	Lots 4 & 5 DPS.81883	
Right to Convey Water	Lot 6 DPS.81883	Letters A,B,C & F	Lots 1 to 5 DPS.81883	
Right to Convey Water	Lot 5 DPS.81883	Letter G	Lots 1,2,3,4 & 6 DPS.81883	
Right to Convey Water	Lot 6 DPS.81883	Letters H & I	Lots 1 to 5 DPS.81883	

EASEMENT CERTIFICATE

1. Right of Way
2. Right to Convey Water
3. Right to Transmit Telecommunications
4. Right to Transmit Electricity

1. INTERPRETATION

In these conditions unless the context otherwise requires:

"this certificate" means this easement certificate (including these conditions) as varied from time to time

"these conditions" means these conditions as they 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 a right to transmit electricity easement

"electricity supply easement" means the rights recorded by this certificate in relation to each electricity supply 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 one or more of such persons

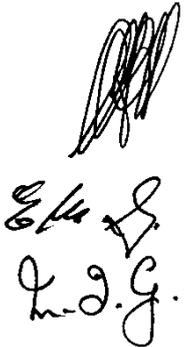
"the Grantee" in relation to each easement means the registered proprietor for the time being of the dominant land to which the relevant easement is appurtenant

"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 the deposited plan referred to in the schedule

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



E.M. & M.I. Greaney

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

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

"specified area" means any part of the land specified in the schedule as being subject to an easement

"telecommunications service area" means that part of the land described in the schedule as being subject to a right to a telecommunications service easement

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

"water supply area" means that part of the land described in the schedule as being subject to a right to convey water 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 from the date such easements are deemed to be created pursuant to section 90A(6) of the Land Transfer Act;
- (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 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 obligations 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



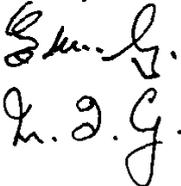
G. M. G.
L. D. G.

- 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 issuing the default notice (including the other party's legal costs of and incidental to the issuing of the default notice) and the specified proportion of costs incurred in performing such obligation; and
- (iv) the other party may recover from the defaulting party as a liquidated debt any money 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 easement;
- (e) (i) the Grantee may in exercising any rights 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; and
 - 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 sub-clause 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 after carrying out any work remedy as much as possible any damage done to the servient land.
- (f) Any dispute arising in relation to or arising from any of the easements contained in this certificate shall be referred to the decision of a single arbitrator where the parties can agree upon one and in the case where the parties cannot agree upon the appointment of such an arbitrator, then by two arbitrators one to be appointed by each party to the 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 Arbitration Act 1996 or the then subsisting statutory provisions relating to arbitration.

3. RIGHT OF WAY EASEMENTS

The Grantee shall have the rights, powers and obligations set out in the Seventh Schedule to the Land Transfer Act 1952 and in the Ninth Schedule to the Property Law Act 1952.

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4. WATER SUPPLY EASEMENTS

- 4.1 The Grantee shall have the rights implied in Right to Convey Water easements as set out in the Seventh Schedule to the Land Transfer Act 1952 and the additional rights attaching to such easements as set out in that schedule.
- 4.2 In addition to the rights already referred to, the following provisions shall apply in respect of those Right to Convey Water easements over areas "H" and "I" on Deposited Plan S81883:
- (a) The registered proprietor of the dominant land shall pay to the registered proprietor of the servient land an annual charge which will initially be \$200.00 (including GST) with that rate being reviewed annually (as at the 31st day of March in each year) and set at the same rate as the prevailing rate charged by the Western Bay of Plenty District Council for water supply in this area (or if there be no such rate then at such rate as is agreed upon from time to time and failing agreement as determined by arbitration as being a reasonable rate). Such charge shall be calculated 6-monthly and shall be payable in arrears on the 31st day of March and the 30th day of September in each year. If payment is not made within 14 days after payment being demanded in writing, the registered proprietor of the servient land (without prejudice to any other remedies available) terminate the water supply to the dominant land until payment is made. No annual charge will be payable by the registered proprietor of the dominant land until that registered proprietor begins drawing water from the main water pipe that serves Lots 1, 2, 3, 4 and 5 on the plan.
 - (b) The registered proprietor of the dominant land shall install on the dominant land a water tank with a storage capacity of not less than 1,800 litres, a water pressure system, and such water filter system as is necessary to ensure that the water is suitable for drinking.
 - (c) The registered proprietor of the servient land (being Lot 6 DPS81883) shall:
 - (i) Install a water pump at the Tuapiro Stream and a line of underground water pipes within the areas defined for the right to convey water on Deposited Plan DPS81883 so as to ensure an unobstructed water supply system from the Tuapiro Stream to the servient land;
 - (ii) Install water meters to measure the water supplied to the dominant land; and
 - (iii) Maintain, repair and, where necessary, replace, the water pump and pipes so as to ensure an uninterrupted supply of water from the Tuapiro Stream to the dominant land, and pay all other charges of or incidental to this water supply. PROVIDED THAT if the registered proprietor of the servient land (or any licensee of that registered proprietor) damages the water pipe, that registered proprietor shall promptly repair such damage at that registered proprietor's costs.


L. J. G.
E. A. J.

- (d) If at any time in the future the registered proprietor of the servient land (being Lot 6 DPS81883) procures for Lots 1, 2, 3, 4 and 5 on the plan permanent access to the Western Bay of Plenty District Council (or any succeeding authority) water supply pipe on Woodlands Road over areas A, B and C on the plan (through the existing water pipe), then it is acknowledged that the water easements over areas H and I on the plan are no longer needed and at that point the water easements herein contained over those areas shall be automatically extinguished.

- 4.3 If the water easements over areas "H" and "I" on the plan are extinguished in terms of clause 4.2(d), then the water easements herein contained over area "G" on the plan will also be contemporaneously automatically extinguished.

5. TELECOMMUNICATIONS SERVICE EASEMENTS

The following provisions shall apply to each telecommunications 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 transmit telephone and similar services without interruption or impediment (except during any periods of necessary renewal and/or repair) by means of conduits, cables or pipes laid or to be laid under the surface of the telecommunications service area to or from the dominant land; and
- (b) in exercising their rights under sub-clause (a), the Grantee and other authorised persons shall have the right:
- (i) to use any existing conduits, cables or pipes and where none already exist, to install them under the surface of the telecommunications service area; and
- (ii) from time to time at reasonable times to inspect, repair, maintain and renew any such conduits, cables or pipes.

6. ELECTRICITY SUPPLY EASEMENTS

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 other persons having the like right) to transmit electricity without interruption or impediment (except during any periods of necessary renewal and/or repair) by means of conduits, cables or pipes laid or to be laid under the surface of the electricity supply area to or from the dominant land and to install a transformer or transformers on any part of the electricity supply area.



L. J. G.
E. W. B. H.

(b) In exercising their rights under sub-clause (a) the Grantee and other authorised persons shall have the right:

- (i) to use any existing conduits, cables or pipes and where none already exist, to install them under the surface of the electricity supply area; and
- (ii) from time to time at reasonable times to inspect, repair, maintain and renew any such conduits, cables or pipes.



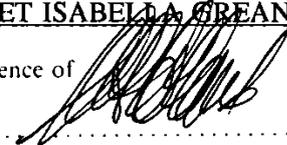
L. J. G.
E. M. J.

~~terms, conditions, covenants, or restrictions in respect of any of the above easements:~~

Dated this 14th day of August 1998
Signed by the above-named

EARL MATTHEW GREANEY and
MARGARET ISABELLA GREANEY

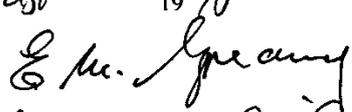
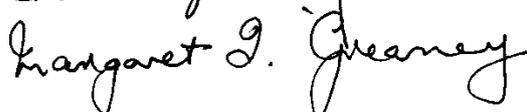
in the presence of

Witness 

Occupation W. B. Holland

Solicitor

Address Tauranga

EASEMENT CERTIFICATE

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

Correct for the purposes of the
Land Transfer Act

[Handwritten Signature]
Solicitor for the registered proprietor

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PARTICULARS ENTERED
LAND REGISTRY SOUTH
ASST. LAND REGISTRAR



HOLLAND BECKETT MALTBY
SOLICITORS
TAURANGA

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