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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 515584.3 EC

EASEMENT CERTIFICATE

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

I/We PHIL DORR LIMITED

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 98 under No. S.83360 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.83360

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 Right to transmit electricity Right to transmit telecommunications Right to convey water Right to convey gas Right to drain water	Lot 2	A	Lot 1	
	Lot 1	B	Lot 2	
Right to drain sewage	Lot 2	C	Lot 1	66B/187 66B/188
Right to transmit electricity Right to transmit telecommunications Right to convey water Right to convey gas	Lot 1	D	Lot 2	

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 sheets

1. RIGHTS and powers:

RIGHT OF WAY

The rights and powers shall be those set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952.

RIGHT TO TRANSMIT ELECTRICITY

A full free uninterrupted and unrestricted right, liberty and privilege for the Grantee and his tenants (in common with the Grantor and his tenants and any other person lawfully entitled so to do) to lay electric power transmission cables under the land over which the easement is granted or created and along the line defined for the purpose and to convey electrical energy therethrough including the right to use any electric power transmission cables already laid in the position aforesaid and including the further right 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, repairing, maintaining and renewing such transmission cables or any part thereof and of opening up the soil 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.

RIGHT TO TRANSMIT TELECOMMUNICATIONS

A full free uninterrupted and unrestricted right, liberty and privilege for the Grantee and his tenants (in common with the Grantor and his tenants and any other person lawfully entitled so to do) to lay telephone cables under the land over which the easement is granted or created and along the line defined for the purpose and to convey telephonic communications therethrough including the right to use any telephone cables already laid in the position aforesaid and including the further right 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, repairing, maintaining and renewing such telephone cables or any part thereof and of opening up the soil 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.

RIGHT TO CONVEY WATER

The rights and powers shall be those set out in Clauses 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952.

RIGHT TO DRAIN WATER

The rights and powers shall be those set out in Clauses 3 and 5 of the Seventh Schedule to the Land Transfer Act 1952.

RIGHT TO CONVEY GAS

A full free uninterrupted and unrestricted right, liberty and privilege for the Grantee and his tenants (in common with the Grantor and his tenants and any other person lawfully entitled so to do) from time to time and at all times to take, convey and lead gas in a free and unimpeded flow (except where the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights set out in clause 5 of the Seventh Schedule of the Land Transfer Act 1952.

RIGHT TO DRAIN SEWAGE

The rights and powers shall be those set out in Clauses 4 and 5 of the Seventh Schedule to the Land Transfer Act 1952.

2. TERMS, conditions, covenants and restrictions in respect of any of the above easements:

(a) The costs of maintaining and repairing the right of way, water drainage, sewer drainage, conveying of water and gas, and the transmitting of electricity and telecommunications easements and the costs of installing those services shall be borne by the registered proprietors for the time being of the dominant and servient tenements concerned on a fair and reasonable basis having regard to user and in the event that there should be any dispute as to what constitutes a fair and reasonable basis 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 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 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 Arbitration Act 1996 or the then subsisting statutory provisions relating to the arbitration.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, MICHAEL JOHN O'NEALE, of Mount Maunganui, Solicitor hereby certify :

1. THAT by Deed dated the 27th day of February 1997 a copy of which is now registered at the Land Registry Office at Hamilton as number B.402434 PHIL DORR LIMITED appointed me as it's attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT as at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of PHIL DORR LIMITED or otherwise.

SIGNED at Mount Maunganui this 12th day of November 1998.

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

see attached sheets

Dated this 12th day of November 19 98

Signed by the above-named
Phil Dorr Limited by its attorney
Michael John O'Neale

Phil Dorr Limited by its attorney
Michael John O'Neale
executed

in the presence of

Witness .....

SANDRA HOUSTON

Occupation **LEGAL SECRETARY**.....

MOUNT MAUNGANUI

Address .....

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

Solicitor for the registered proprietor

Dowd Thomason Strachan
Solicitors, Mount Maunganui

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and entered 4.12.1998 at 9.00.
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
ASST. LAND REGISTRAR

DISTRICT LAND REGISTRAR SOUTH AUCKLAND

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