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

B356028·9 EC

EASEMENT CERTIFICATE

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

WE
IXWX Thomas Derisley Stuart SEDDON of Tauranga, Medical Practitioner (as to Lots 2, 3 and 4) and Kimber Richmond BURKE of Katikati, Business Proprietor and Jane Louise BURKE, his wife (as to Lot 5)

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 96 under No. S 72478
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 72478

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 convey water, telecommunications and electricity	Lot 4	A B	Lots 2 and 3	58B/312 and 58B/313
Right of Way	Lot 4	A and C	Lot 5	55B/315

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: in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952 as per attached Schedule.

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

SCHEDULE

(1) RIGHT OF WAY

(i) The rights and powers set out in the Seventh Schedule of the Land Transfer Act 1952.

(ii) The rights and powers set out in the Ninth Schedule of the Property Law Act 1952.

(2) RIGHT TO CONVEY WATER

The rights and powers set out in the clauses 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952.

(3) TELECOMMUNICATIONS

The same rights and powers as set out in Clauses 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 with the following amendments: -

(i) In lieu of the word "water" in clause 2 shall be read the words "telecommunications and equipment"

(ii) In lieu of the words "line of pipes", "pipe or pipes" and "pipe line" in clause 5 shall be read the words "wires, cables, conduits, and associated fittings including poles."

(4) ELECTRICITY

The same rights and powers as set out in Clauses 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 with the following amendments: -

(i) In lieu of the word "water" in clause 2 shall be read the word "electricity".

(ii) In lieu of the words "line of pipes", "pipe or pipes" and "pipe line" in clause 5 shall be read the words "wires, cables, conduits and associated fittings including poles, transformers, terminals, supply points, manholes and boxes".

(5) WATER, TELECOMMUNICATIONS, ELECTRICITY

The Grantor and the Grantee shall have the right:-

(i) To a reasonable contribution from the Grantee, other Grantees and the Grantor towards the cost of maintenance, upkeep, and repair of the easement equipment and fittings.

(ii) To recover from other Grantees and the Grantor the costs of repairs occasioned by any wilful or negligent act occasioned by them, their agents, servants, contractors, permitted occupants, residents or invitees.

(6) RIGHT OF WAY, WATER, TELECOMMUNICATIONS, ELECTRICITY

The Grantor will not :-

(i) Place or allow to be placed on the easement area any buildings, fences, constructions, shrubs, trees or other plants or growth whatsoever, or any other object or thing which might interfere with the rights and powers of the Grantee

(ii) Carry out or permit or suffer any act which might interfere with the rights and powers of the Grantee

DATED this 16 day of July 1996

SIGNED by the abovenamed)
Thomas Derisley Stuart SEDDON)
in the presence of:)

Witness.....

Occupation.....

Address.....

John Christen Gooch
Solicitor
Tauranga

SIGNED by the abovenamed
Kimber Richmond BURKE
& Jane Louise BURKE
In the presence of:

Delwyn Elizabeth Webber
Legal Executive
Tauranga

4S:94-95
rw

Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Karen Louise Brunt of Auckland and _____ of Auckland, New Zealand,

Bank Officers, severally certify that:

1. By deed dated 25 May 1994 (the "Deed") we were, by virtue of being respectively a Third Authorised Officer and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.

2. Copies of the Deed are deposited in the Land Transfer Offices at:

Auckland	as No.	C622693.1F	Blenheim	as No.	174983
Christchurch	as No.	A124795.1	Dunedin	as No.	859913
Gisborne	as No.	G198246.1	Hamilton	as No.	B214884
Hokitika	as No.	098538	Invercargill	as No.	221983.1
Napier	as No.	609666.1	Nelson	as No.	339830.1
New Plymouth	as No.	412259	Wellington	as No.	B363693.1

3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.

4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland)
this 8th day of May 1996)

Signature
Karen Louise Brunt
3960151

SIGNED at Auckland)
this 7th day of May 1996)

Signature
Denise Fay Holden

Name

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

BANK OF NEW ZEALAND being the mortgagee under Mortgage B.282645.2 **HEREBY CONSENTS** to the creation of the within easement **BUT WITHOUT PREJUDICE** to its rights remedies and powers under the mortgage or under any other security or securities held by it.

The Easements appurtenant to lots 2 and 3 DP 72478 are Subject to Section 243(a) Resource Mangement Act 1991

ALR

DATED this 7th day of May 1996

BANK OF NEW ZEALAND

Denise Fay Holden

Witness to the signature of

Denise Fay

3960185/1

BNZ FINANCE LIMITED being the mortgagee under Mortgage B.282645.3 **HEREBY CONSENTS** to the creation of the within easement **BUT WITHOUT PREJUDICE** to its rights remedies and powers under the mortgage or under any other security or securities held by it.

Philip Grigg
Credit Executive
Regional Credit Bureau Northern
Auckland

Philip Grigg
Credit Executive
Regional Credit Bureau Northern
Auckland

DATED this 7th day of May 1996

The Common Seal of BNZ FINANCE LIMITED was hereto affixed in the presence of

BNZ FINANCE LIMITED THE Common Seal CF 28855

JOHN FREDERICK BATH
DIRECTOR

ADELE SMITH
SECURITIES MANAGER
WELLINGTON

BRUCE GORDON COUCH
SECRETARY

SOUTH AUCKLAND DISTRICT LAND REGISTRAR

Register

(9) FC $40

SRB/3/12 3/5

PARTICULARS ENTERED IN REGISTER

19.00 18.JUL96 B 356028.9

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REF 4050