EC 5173460.6 EASEMENT CERTIFICAT
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# EASEMENT CERTIFICATE

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

I/~~We~~ SHANE THOMAS HENRY

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 under No. S84480
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. S84480

| 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 | 1 | A | 2 | 67A/399<br>67A/400 |
| Water supply | 2 | B | 1 | 67A/399<br>67A/400 |

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:

RIGHT OF WAY:

(a) The rights and powers set out in the Seventh Schedule of the Land Transfer Act 1952.
(b) The rights and powers set out in the Ninth Schedule of the Property Law Act 1952.

RIGHT TO CONVEY WATER:

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

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

ADDITIONAL POWERS AND OBLIGATIONS ATTACHED TO THE FOREGOING EASEMENTS:

All costs and expenses including those associated with establishing, maintaining, operating and repairing the easements and any ancillary plant and equipment associated with the operation of such easements hereby intended to be created shall be shared between the registered proprietors for the time being of the servient and the dominant tenements in proportion to their useage of the same PROVIDED HOWEVER that to the extent that any such repair is required as a consequence of the Grantor or Grantee's wilful or negligent act or that of their agents, servants, contractors, permitted occupants, residents or invitees then such cost of repair shall be met entirely by that Grantee or Grantor.

ARBITRATION:

All disputes arising between the parties touching the operation of this easement or the construction of it shall in every case be referred to arbitration in accordance with the provisions of the Arbitration Act 1996 or any Act passed in substitution for or amendment thereof and this clause shall be deemed to be a submission to arbitration for the purposes of that Act.

Dated this 13th day of March 19 2002

Signed by the above-named

SHANE THOMAS HENRY

in the presence of

*Witness* ... CHRISTOPHER BRIAN ROBBINS

*Occupation* .. BARRISTER & SOLICITOR

*Address* ..... KATIKATI .....

*Correct for the purposes of the Land Transfer Act 1952*

*(Solicitor for) the registered proprietor:*

Approved by Registrar-General
of Land under No. 1998/6031

# EASEMENT CERTIFICATE

**Land Transfer Act 1952**

| Law Firm Acting |
| --- |
| CLARK & GAY - SOLICITORS<br>P.O. BOX 109<br>KATIKATI |

Auckland District Law Society
REF: 4050

**This page is for Land Registry Office use only.**
*(except for "Law Firm Acting")*

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