

849225.3 EC

EASEMENT CERTIFICATE

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

I, The VALLEY CONSTRUCTION COMPANY LIMITED

being the registered proprietor 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
on the 6th day of May 19 87 under No. 61424
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. 61424

Nature of Easement (e.g., Right of Way, etc.)	SERVIENT TENEMENT		Dominant Tenement Allotment No(s).	Title Reference
	Allotment No.	Colour, or Other Means of Identification, of Part Subject to Easement		
PARTY WALL	xxxx Lot 2 xxxxxxx C	Circled letter C	xxxx Lot 1 xxxxxxx	
PARTY WALL	xxxx Lot 1 xxxxxxx D	Circled letter D	xxxx Lot 2 xxxxxxx	

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:

PARTY WALL:

1. THAT the existing wall hereinbefore referred to and any new wall or walls erected in substitution therefor shall be and be deemed to be and remain a party wall and the Grantor and the Grantee shall have equal rights in respect to the said party wall and the said party wall shall be used at all times hereafter for no other purpose whatsoever than as a party or dividing wall and as a support to the buildings now erected or henceforth to be erected on the said pieces of land.

2. TERMS, Conditions, Covenants or Restrictions in respect of any of the above Easements:

- (a) The registered proprietors for the time being of the respective dominant and servient tenements shall each contribute equally to the maintenance and repair costs of the said party wall as hereinafter provided unless it can be shown that any repairs or maintenance have or has been rendered necessary by the act or default of any of such parties (including any tenant, licensee, servant or agent thereof) in which event the party or parties responsible or at fault shall bear the whole thereof.
- (b) Each of the registered proprietors for the time being of the respective dominant and servient tenements shall not without the prior consent in writing of the other of them make any addition to the said party wall or impose any weight upon it which is likely to strain or damage the said wall or otherwise expose it to risk of damage.
- (c) The registered proprietors for the time being of each dominant tenement may at all reasonable times and upon reasonable notice enter upon the land and premises of the respective servient tenements with their respective advisers for the purpose of inspecting the said party wall and the state of repair thereof.
- (d) (i) That subject to due and reasonable arrangements having been made with the tenant or tenants for the time being of the areas immediately adjoining the boundaries between the said respective lands either party shall be entitled on giving to the other not less than six (6) months notice in writing of its intention so to do to pull down the now existing wall or walls hereinbefore referred to or any part thereof and any other party of any building or buildings necessarily involved or required to be pulled down and to proceed with all reasonable expedition to building a suitable party wall as for an ordinary suitable and proper building on those parts of the separate servient tenements respectively as are hereby made subject to this party wall easement or so much thereof as may reasonably be required for any building either or both such parties may be erecting or contemplating erecting and any such new wall shall be deemed to be a party wall.

(ii) The party building such new party wall shall take all reasonable care to interfere as little as shall be reasonably possible with the comfort and convenience of the occupier or occupiers of the premises adjoining and shall during such building operation shore up or cause to be shored up in a proper and workmanlike manner and also make good any damage done to any part of the adjoining premises affected by such demolition and building operations.

(iii) The party building any subsequent new party wall shall be liable for the cost of demolishing the old wall and building the new one and the other party shall not be liable to contribute to such cost..

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

- (e) In the event of the said party wall whether original or erected in substitution therefor being demolished or so damaged as to require demolition for any reason then (except in pursuance of the provisions of subparagraph (d) above) the registered proprietors for the time being of all the respective dominant and servient tenements shall proceed with all reasonable speed to build a new party wall in the same place of the same dimensions and constructed of similar materials to the party wall now existing. The cost thereof shall be borne equally by the said registered proprietors except that where the reinstatement work has been rendered necessary by the act, neglect, or default of any of such owners (including any tenant, licensee, servant or agent thereof) then the party or parties at fault or responsible shall bear the whole of the cost thereof.
- (f) Upon completion of any new party wall erected in pursuance of the provisions of subparagraphs (d) and (e) above the rights powers terms conditions covenants and restrictions therein expressed or implied shall extend mutatis mutandis to apply to such new party wall.
- (g) In case either of the said registered proprietors shall neglect or refuse to join with the other in carrying out any work required in respect of the said party wall or any replacement party wall pursuant hereto it shall be lawful for the party who is willing to proceed to serve upon the party who is unwilling to proceed a notice in writing in that behalf requiring that other party to join in the necessary work and the party giving that notice shall be at liberty after the expiration of one calendar month from the date of service of such notice to carry out the work and for the purpose to enter into and upon the land and premises of the other party and thereon do perform and execute all the said necessary work and the party in default shall pay the party by whom such works have been performed a proportion of the costs and expenses incurred therein as hereinbefore provided together with all the costs of the notice and in case of failure to make such payment the same may be recoverable by action at law.
- (h) All disputes and differences which shall arise between the respective registered proprietors for the time being of the dominant and servient tenements touching or concerning the provisions of these presents or any matter arising thereout or any act or thing to be done suffered or omitted in pursuance thereof or touching or concerning the construction of these presents shall be referred to arbitration in accordance with the Arbitration Act 1908 or any amendment thereof or re-enactment thereof for the time being in force PROVIDED HOWEVER that the provisions of this sub-clause (h) shall not derogate in any manner from the rights and powers set forth above.
- (i) Notwithstanding any rule of law to the contrary the transfer by any person of his interest as registered proprietor of any dominant tenement shall operate as a release of such person from any liability hereunder other than an antecedent liability.

Dated this 30th day of

April

19 87

THE COMMON SEAL of VALLEY CONSTRUCTION COMPANY)

Signed by the above named LIMITED was hereto)

~~in the presence of~~ affixed in the presence of:)

Director

Witness:

Occupation:

Secretary

Address:



EASEMENT CERTIFICATE

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN
EASEMENTS BY SECTION 90D OF THE LAND TRANSFER
ACT 1952

"1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

"2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when 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 incidental thereto set out in clause 5 of this Schedule.

"3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

"4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

- (a) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes;
- (b) Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;
- (c) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege 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 (or, where only the position of the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line or any part thereof and of opening up the soil of that land to such 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 and any other damage done by reason of the aforesaid operations is repaired.

Correct for the purposes of the Land Transfer Act.

[Signature]

Solicitor for the Registered Proprietor.

The easements referred to herein when created will be subject to section 309(1) (a) Local Government Act 1974.

[Signature]
ALR

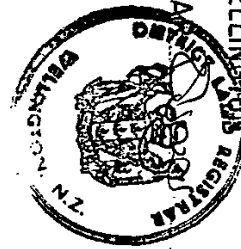
Easement relative to Lot 1 DP 61424
Created
27.9.1990 by Transfer. B. 111182.2
27.9.1990

[Signature]
AL

Particulars entered in the Register as shown herein on the date and at the time stamped below.

District Land Registrar
Assistant
of the District of.....

Produced 2.24 06.MAY 87
and entered 2.24 06.MAY 87
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY WELLINGTON
ASST. LAND REGISTRAR
30B / 780
30B / 781



3067A-7.000/10/77 M