

**Easement instrument to grant easement or profit à prendre. or create land covenant**

Sections 90A and 90F, Land Transfer Act 19

**EI 7394673.4 Easemen**

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Cpy - 01/01, Pgs - 018, 29/05/07, 11:33



Land registration district

**MARLBOROUGH**

Grantor

Surname(s) must be underlined or in CAPITALS.

**CEDAR PROPERTIES KAIKOURA LIMITED**

Grantee

Surname(s) must be underlined or in CAPITALS.

See Annexure Schedule

**Grant\* of easement or profit à prendre or creation or covenant**

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 17<sup>th</sup> day of March 2007

**Attestation**

<p>CEDAR PROPERTIES KAIKOURA LIMITED by:</p> <p><i>[Signature]</i> Director</p>	<p>Signed in my presence by the Grantor</p> <p><i>[Signature]</i> Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed) Witness name</p> <p>Occupation JOHN FARR HOGGARD SOLICITOR WELLINGTON</p> <p>Address</p>
<p>Signature [common seal] of Grantor</p>	

<p>CEDAR PROPERTIES KAIKOURA LIMITED by:</p> <p><i>[Signature]</i> Director</p>	<p>Signed in my presence by the Grantee</p> <p><i>[Signature]</i> Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed) Witness name</p> <p>Occupation JOHN FARR HOGGARD SOLICITOR WELLINGTON</p> <p>Address</p>
<p>Signature [common seal] of Grantee</p>	

Certified correct for the purposes of the Land Transfer Act 1952.

*[Signature]*  
[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.



**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 17 March 2007

Page 2 of 14 Pages

(Continue in additional Annexure Schedule, if required.)

**CONTINUATION OF GRANTEE**

1. CEDAR PROPERTIES KAIKOURA LIMITED as to Certificate of Title 326367;
2. Mark Geoffrey ANDREWS, Catherine Louise MORRON and Brian Richard SMYTHE as to a 1/2 share and Catherine Louise MORRON and Brian Richard SMYTHE as to a 1/2 share as to Certificate of Title MB45/249;
3. Graeme John PATCHING as to Certificate of Title MB41/46;
4. Paul Harold BEAUMONT, Joan Rosalind BEAUMONT, Fern Belinda WAKEFIELD, Samuel Ewart BEAUMONT, Heather Priscilla WINGFIELD and Benjamin Huia BEAUMONT as to Certificate of Title MB41/45;
5. Duane Clifton TURNER and Andrea Rochelle LEWER as to Certificate of Title MB47/214

**ANNEXURE SCHEDULE 1 (Contd.)**

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier /CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water	'B' on DP 381400	Lot 27, DP <del>326383</del> 381400 CTs 326364 to 326389	Part Lot 1, DP 1033, CT MB45/249

AA

**ANNEXURE SCHEDULE 2**

Clause 11 of the Fourth Schedule to the Land Transfer Regulations 2002 is added to as follows:

- 11(5) Any repairs and maintenance of the easements facility that are necessary because of any act or omission by any particular grantee or grantor (which includes any agents, employees, contractors, subcontractors or invitees of the particular grantee or grantor) or relate to the use of the easement facility by a particular grantee alone, must be carried out promptly by that grantee or grantor at the sole cost of that grantee or grantor or in such proportion as relates to the act or omission.

Clause 12 of the Fourth Schedule to the Land Transfer Regulations 2002 is added to as follows:

- 12(7) The right of entry conferred under these regulations or implied in any easement will for the easement for the "right to convey water" over areas 'C', 'D', 'E', 'F', 'G', 'H' and 'I' on DP 381400 be exercised only by the grantor who shall on behalf of all of the grantors and all of the grantees exercise the rights and powers in relation to the right to convey water on behalf of and for the continuing benefit of all of the grantors and all of the grantees but where the grantor fails to remedy any problems relating to the supply of water to the houses the easement relates to, the grantee retains the right, after a period of 24 hours, to have right of entry to the easement and water supply to remedy the problem.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

AA

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc


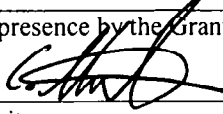
Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

**CONTINUATION OF ATTESTATION:**

<p><b>SIGNED by Mark Geoffrey ANDREWS:</b></p>  <p>_____ M G Andrews</p>	<p>Signed in my presence by the Grantee</p>  <p>_____ Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name: <u>CHRIS HOUSEN</u></p> <p>Occupation: <u>BUSINESS DEVELOPMENT MANAGER</u></p> <p>Address: <u>61 NORMANBY RD MT EDEN, AUCKLAND.</u></p>
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**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

19 March 2007

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(Continue in additional Annexure Schedule, if required.)

**CONTINUATION OF ATTESTATION:**

SIGNED by Catherine Louise MORRON:

*C. Morrion*

C L Morrion

Signed in my presence by the Grantee

*[Handwritten signature]*

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

*Richard Morrion*

Occupation:

*Territory manager*

Address:

*a Hapukak Ave Forest Hill*

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*[Handwritten mark]*

**Annexure Schedule**



Insert type of instrument  
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Easement

Dated 17 March 2007

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(Continue in additional Annexure Schedule, if required.)

**CONTINUATION OF ATTESTATION:**

<p><b>SIGNED by Brian Richard SMYTHE:</b></p>   <p>X _____ B R Smythe</p>	<p>Signed in my presence by the Grantee</p> <p>X _____ Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name: Jennifer Adrienne Leith</p> <p>Occupation: Solicitor</p> <p>Address: Nelson</p>
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X

**Annexure Schedule**



Insert type of instrument  
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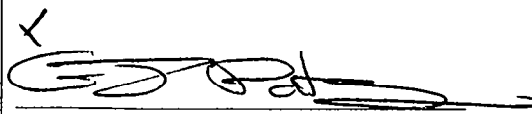
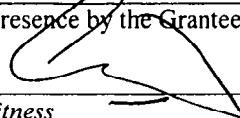
Easement

Dated 19 March 2007

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(Continue in additional Annexure Schedule, if required.)

**CONTINUATION OF ATTESTATION:**

<p><b>SIGNED by Graeme John PATCHING:</b></p>  <p>G J Patching</p>	<p>Signed in my presence by the Grantee</p>  <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name: <b>Gregory David Trainor</b></p> <p>Occupation: <b>Solicitor</b></p> <p>Address: <b>CHRISTCHURCH</b></p>
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If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 17 March 2007

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(Continue in additional Annexure Schedule, if required.)

**CONTINUATION OF ATTESTATION:**

SIGNED by Paul Harold BEAUMONT:

Signed in my presence by the Grantee

*PH Beaumont*

P H Beaumont

*CE [Signature]*

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name: Chris Sharpe

Occupation: Fitter and Turner

Address: 22 Constopline Rd, Dunedin

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or Initial in this box.

*[Handwritten mark]*







**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

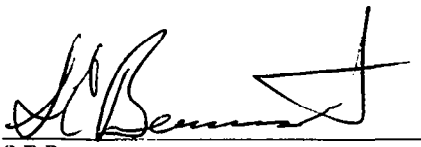

Easement

Dated 19 March 2007

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(Continue in additional Annexure Schedule, if required.)

**CONTINUATION OF ATTESTATION:**

<p>SIGNED by Samuel Ewart BEAUMONT</p>  <p>S E Beaumont</p>	<p>Signed in my presence by the Grantee</p>  <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name: Chris Sharpe</p> <p>Occupation: Fitter and turner</p> <p>Address: 22 Cornubine Rd, Dunedin</p>
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**Annexure Schedule**



Insert type of instrument  
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Easement

Dated 17 March 2007

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(Continue in additional Annexure Schedule, if required.)

**CONTINUATION OF ATTESTATION:**

SIGNED by Heather Priscilla WINGFIELD:

Signed in my presence by the Grantee

*HP Wingfield*  
HP Wingfield

*Michael Wingfield*  
Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name: MICHAEL WINGFIELD

Occupation: ACCOUNTANT

Address: 33 SILVERTON ST, DUNEDIN

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*[Handwritten mark]*

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

17 March 2007

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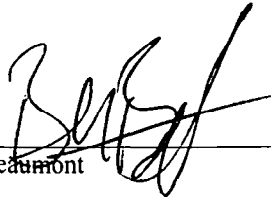
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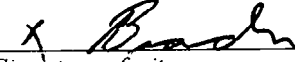
(Continue in additional Annexure Schedule, if required.)

**CONTINUATION OF ATTESTATION:**

SIGNED by Benjamin Huia BEAUMONT:

X   
B H Beaumont

Signed in my presence by the Grantee

X   
Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name: ALISTAIR BRANDON

Occupation: PROPERTY DEVELOPER

Address: 12 HINGRANGI ST TEKUTI

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

X

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

19-03-07

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(Continue in additional Annexure Schedule, if required.)

**CONTINUATION OF ATTESTATION:**

**SIGNED by Duane Clifton TURNER:**

Signed in my presence by the Grantee

X *[Signature]*

D C Turner

X *[Signature]*

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name: *HELENE R. LEWER.*

Occupation: *PROPERTY OWNER.*

Address: *P.O. Box 93, WAIUKU 2341.*

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*[Initial]*







**ANZ NATIONAL BANK LIMITED**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, **Chandra Rekha Prasad** Manager Lending Services of Auckland in New Zealand, certify that:

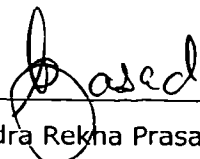
1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

**SIGNED** by the abovenamed )  
Attorney at Auckland on this )  
19th day of March 2007 )

  
\_\_\_\_\_  
Chandra Rekha Prasad

**MORTGAGEE CONSENT**

**GHURKA INVESTMENTS LIMITED** as mortgagee pursuant to mortgage 6382010.3 consents to registration of the within Easement Instrument but without prejudice to the mortgagee's rights, powers and remedies pursuant to the said mortgage.

Dated this 19<sup>th</sup> day of March 200

**SIGNED** by **GHURKA INVESTMENTS LIMITED** by: )  
)  
)  
)  
)  
)

[Signature]  
\_\_\_\_\_  
Director  
  
\_\_\_\_\_  
Director

In the presence of:  
Witness: [Signature]  
Witness name: .....  
Witness Occupation: **JOHN FARR HOGGARD.**  
**SOLICITOR**  
**WELLINGTON**.....  
Witness Address: .....  
(Witness only required if not signed by 2 Directors)