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

Sections 90A and 90F, Land Transfer Act 19

1.GB1	lera
130	(O)
Appr 02/60	oval \r
\8 02/60	55EF/:
KE :/	/. Q

El 7394673.4 Easemen

Surname(s) must be underlined or in CAPITALS.

Land registration district

MARLBOROUGH

Grantor

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).

19 8 h Dated this 2007 day of March

Attestation

LIMITED by:

CEDAR PROPERTIES KAIKOURA LIMITED by:

Director

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

JOHN FARR HOGGARD SOLICITOR WELLINGTON

Address

Signature [common seal] of Grantor

CEDAR PROPERTIES KAIKOURA

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

JOHN FARR HOGGARD

Address

SOLICITOR WELLINGTON

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

Director

[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Signature [common seal] of Grantee

Approved by Registrar-General of Land under No. 2002/6055 Annexure Schedule 1



Purpose (nature and extent) of easement, profit, or covenant Right to convey electricity (and shown on the Easement Schedule as "Right to convey electric power") Right to convey water 'C', 'D','E','G','H' & Lot 27, DP 381400, CTs 326364 to 3263 'F' on DP 381400 Lot 20, DP 381400, CT 326383 Lot 27, DP 381400, CTs 326364 to 3263 Lot 20, DP 381400, CTs 326364 to 3263 Delete phrases in number as require	nal Annexure Schedule if re	pages require
Purpose (nature and extent) of easement, profit, or covenant Right to convey electricity (and shown on the Easement Schedule as "Right to convey electric power") Right to convey water C', 'D','E','G','H' & Lot 27, DP 381400, CTs 326383 Easements or profits à prendre rights and powers (including terms, covenants, and conditions) Delete phrases in number as required. Delete phrases in f] and insert memorandum number as required. Servient tenemer (Identifier/CT) Lot 20, DP 381400, CTs 326383 Delete phrases in number as required.	nt Dominant tenem	equire
extent) of easement, profit, or covenant Right to convey electricity (and shown on the Easement Schedule as "Right to convey electric power") Right to convey water 'C', 'D','E','G','H' & Lot 27, DP 381400, CTs 326364 to 326. 'I' on DP 381400 'F' on DP 381400 CT 326383 Delete phrases in number as required. Delete phrases in prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule The implied rights and powers are [varied] [negatived] [added to] or [substitute provisions set out in Annexure Schedule 2]. Covenant provisions Delete phrases in [] and insert memorandum number as required.		
electricity (and shown on the Easement Schedule as "Right to convey electric power") Right to convey water 'C', 'D','E','G','H' & Lot 27, DP 381400, CTs 326364 to 3263 'F' on DP 381400 Easements or profits à prendre rights and powers (including cerms, covenants, and conditions) Unless otherwise provided below, the rights and powers implied in specific prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule The implied rights and powers are [varied] [negatived] [added to] or [cubs [Momorandum numbor	i e	
'I' on DP 381400 'F' on DP 381400 Lot 20, DP 381400 CT 326383 Delete phrases in number as required. Continue in additional required. Unless otherwise provided below, the rights and powers implied in specific prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule. The implied rights and powers are [varied] [negatived] [added to] or [substitute provisions set out in Annexure Schedule 2]. Covenant provisions Delete phrases in [] and insert memorandum number as required.	Lot 4, DP 381400 CT 326367)
Delete phrases in number as required. Casements or profits à prendre number as required. Continue in additional required. Unless otherwise provided below, the rights and powers implied in specific prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule. The implied rights and powers are [varied] [negatived] [added to] or [subset]. [Memorandum number , registered under section 166/or [the provisions set out in Annexure Schedule 2]. Covenant provisions Delete phrases in [] and insert memorandum number as required.		
Easements or profits à prendre rights and powers (including terms, covenants, and conditions) Unless otherwise provided below, the rights and powers implied in specific prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule The implied rights and powers are [varied] [negatived] [added to] or [substant [warred] [war		nd
The implied rights and powers are [varied] [negatived] [added to] or [subs [Memorandum number , registered under section 155/ [the provisions set out in Annexure Schedule 2]. Covenant provisions Delete phrases in [] and insert memorandum number as required.	ional Annexure Schedule if	
[the provisions set out in Annexure Schedule 2]. Covenant provisions Delete phrases in [] and insert memorandum number as required.	c classes of easement are e of the Property Law Act 1	e tho: 1952.
[the provisions set out in Annexure Schedule 2]. Covenant provisions Delete phrases in [] and insert memorandum number as required.	stituted] by:	
Covenant provisions Delete phrases in [] and insert memorandum number as required.	A of the Land Transfer Act	t 1957
Delete phrases in [] and insert memorandum number as required.		
The provisions applying to the specified covenants are those set out in:		
	A of the Land Transfer Act	t 195
-[Annexure Schedule 2].		

Annexure Schedule

Insert type of instrument

"Mortgage",	"Transfer",	"Lease"	etc

Easement		

2337 Merch 11 ated

2 Page

(Continue in additional Annexure Schedule, if required.)

CONTINUATION OF GRANTEE

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

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 326383 381400 CTs 326364 to 326389	Part Lot 1, DP 1033, CT MB45/249



ANNEXURE SCHEDULE 2

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

Any repairs and maintenance of the easements facility that are necessary because of any act or omission by 11(5) 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:

The right of entry conferred under these regulations or implied in any easement will for the easement for 12(7) 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.

Approved by Registrar-General of Land under No. 2002/5032 Annexure Schedule





asement	Dated	Page 3 of 14 Pages
		(Continue in additional Annexure Schedule, if required.
		(Continue in additional Annexure Scriedule, il required.
ONTINUATION OF ATTESTA	ΓΙΟΝ:	
		•
SIGNED by Mark Geoffrey AN	DREWS:	Signed in my presence by the Grantee
		Signature of witness
.11 h		Witness to complete in BLOCK letters (unless legibly printed)
	1	Witness name:
	<u></u>	Occupation: BUSINESS DEVELOPMENT MOUNTER Address: 61 Normansy RO Mt EDEN, Auckl
M G Andrews		Address: 0/ //bam/Ney 70 /11 EVEN /1002

solicitors must sign or initial in this box.

Annexure Schedule

Insert type of Instrument "Mortgage", "Transfer", "Lease" etc.



∍ase" etc				ADLE.
Dated	17 Warch	2007	Page 4	of 14 Pages
	(Continue	in additional A	nnexure Sched	lule, if required.)
STATION:				
ise MORRON:	More)	ee	
ν.	Witness name:	2 chare) ub,	-080
	Address: A	lackak	- The To	erest +
	Dated Dated STATION:	Continue (Continue STATION: Signed it my present the state of witness. Witness to complete Witness name:	Continue in additional Assertation: Signed it my presence by the Grant Signature of witness Witness to complete in BLOCK letter Witness name:	Dated 17 Mrrch 2337 Page 4 (Continue in additional Annexure School STATION: ise MORRON: Signed it my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legible)



Annexure Schedule

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

Genera
Approval
Approval 02/5032EF
4.0.L.S.

		(Continue ii	n additi	onal .	Annexure	Sche	dule, if r	equired.)
ATION:								
1VTHE:	Signed i	n my presen	hy th	Gra	nt 🕏			 -
>	χ	(W	V					
	Witness	to complete	n BLO	CK let	ters (unles	s legib	ly printed	d)
	Occupa	tion: ڳا Nel	citor	Adri	enne Le	ith		
	ATION: MYTHE:	Signed in Signatur Witness Witness Occupa	Signed in my present Signature of witness Witness to complete to Witness name: Jen Occupation: 1501	Signed in my presence by the Signature of witness Witness to complete in BLOC Witness name: Jennifer of Cocupation: Solicitor Nelson	Signed in my presence by the Grand Signature of witness Witness to complete in BLOCK let Witness name: Jennifer Adria Occupation: Solicitor Nelson	Signed in my presence by the Granter Signature of witness Witness to complete in BLOCK letters (unless Witness name: Jennifer Adrienne Le Occupation: Solicitor Nelson	Signed in my presence by the Grante Signature of witness Witness to complete in BLOCK letters (unless legib Witness name: Jennifer Adrienne Leith Occupation: Solicitor Nelson	Signed in my presence by the Grante Signature of witness Witness to complete in BLOCK letters (unless legibly printed Witness name: Jennifer Adrienne Leith Occupation: Solicitor Nelson

Annexure Schedule

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

Genera
Approval
Approval CO 02/5032EF
10005
(1.0 <u>.L.</u> 3)

Easement	Dated	19	March	2007	Page 6	of 14	Pages
- 	•						_

CONTINUATION OF ATTESTATION:

SIGNED by Graeme John PATCHING:

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Gregory David Trainor

Occupation:

CHRISTCHURCH

Address:

CHRISTCHURCH

Annexure Schedule



Casement	Dated	17	METCH	20.7	Page 7 of 14 Page
			(Continue in	augitional	Annexure Schedule, if required
ONTINUATION OF A	ATTESTATION:				
SIGNED by Paul Hai	rold BEAUMONT:	Signe	ed in my presence	e by the Grai	ntee
			Elin		
		Signa	ture of witness		
		Witne	ess to complete in	n BLOCK let	tters (unless legibly printed)
		1	í		Sharpe
					and Turner
HX Bewon	nont				
P H Beaumont		Addr	ress: Z.A.Co	rstorph	ine 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.

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-Ge

Anne

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

eneral of Land under No. 2002/5032	91.0011679
xure Schedule	Approval
	Approval 02/5032EF
	TONTS.
·	

Easement	Dated [19	March	2007	Page	8	of 14	Pages
			(Continue in	additional	Annexure	Sched	dule, if re	equired.)
CONTINUATION OF ATTEST	ATION:							
SIGNED by Joan Rosalind B	EAUMONT	Signat Witnes	in my presence	a BLOCK le	tters (unles			- d)
J.R. Beaumont	}.		ss name Chapation: File					nk



Approved by Registrar-General of Land under No. 2002/5032 Annexure Schedule





Easemen	t	Dated	19	merch	2 207	Page	9	of	14	Pages
	·			(Continue i	in additional	Annexure	Sche	dule	, <u>if</u> re	equired.)
CONTINU	ATION OF ATTEST	ration:								
SIGNE	D by Fern Belinda W	AKEFIELD:	Signe	d in my presen	ce by the Gra	ntee				
			Signa	ture of withess	ler				<u>.</u>	_
			1	ess to complete			_	bly pi	rinted	d)
			L.	ess пате:		,				
	Ewahehela	/		pation: List						
F B Wa	kefield		Addr	ress:2.2	Cerater	phire.	Rd,	Du.	Med.	.Λ.
l	· · · · · · · · · · · · · · · · · · ·	`								

Annexure Schedule

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

3. General
Approval 02/5032EF
02/30322
ADLS.

	30 010						<u> </u>	9.07.5:/
Easement	Dated	17	Wary	2337	Page	10 of	14	Page

CONTINUATION OF ATTESTATION:

SIGNED by Samuel Ewart BEAUMONT

Signed in my presence by the Grantee

Continue in additional Annexure Schedule, if required.)

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name: Charses

Occupation: Filter and tumes

Address: ZZ.Condon No. 20 December 19 December 20 Decemb

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.

4

Approved by Registrar-General of Land under No. 2002/5032 Annexure Schedule

Genera
2
Approval 02/5032EF
k. 10
ADL.S.

Easement	Dated	17	March	2007	Page 11 of 14 Pages
	Dated			250 /	rage II of I4 rages
			(Continue in	additional A	Annexure Schedule, if required.
CONTINUATION OF A	TTESTATION:				
SIGNED by Heather F	Priscilla WINGFIELD:	Signe	d in my presence	e by the Gran	itee
Signed by Heather 1	TISCINA WINGTIELD.		d in present		
			Lind	ر کیا	
		Signa	ture of witness	2	
		Witne	ess to complete in	n BLOCK leti	ters (unless legibly printed)
			M) i	CHAFL L	JIMGPIETO
1 1.		1	•		
1 // 1/201	tu []	Occu	pation: Ha	oun tan	17
117715 511	(9,1)	A -3 -3 -	22 5	ILVERTO	in ST Dunean
H P Wingfield		Addi	·ess:		
-//-					
	,				

Annexure Schedule

Insert type of instrument



"Mortgage",	"Transfer",	"Lease"	etc

Easement Dated

12 of Page

Pages

(Continue in additional Annexure Schedule, if required.) CONTINUATION OF ATTESTATION: Signed in my presence by the Grantee SIGNED by Benjamin Huia BEAUMONT: Witness to complete in BLOCK letters (unless legibly printed) Witness name ALISTAIR BRANDON Occupation: \ PROPERTY OEVELOPER. Address: Y2 HINGRANGI ST TEKUNI

Annexure Schedule

Insert type of instrument

A.Genera/
Approval 000000000000000000000000000000000000
02/5032EF
4.0.L.S.

"Mortgage",	"Transfer",	"Lease"	etc

Easement	Dated	19-03-07	Page	13 of	f 14	Pages

(Continue in additional Annexure Schedule, if required.) CONTINUATION OF ATTESTATION: Signed in my presence by the Grantee SIGNED by Duane Clifton TURNER:

Witness to complete in BLOCK letters (unless legibly printed) Witness name: HELENE R. LEWER. Occupation: T PROPERTY OWNER.

Address: YP. O. Box 93, WAIUKY 2341.

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

A.General
S A
Approval 02/5032EF
R. IO
4.D.L.S.

Easement	Dated	19-03-07	Page 14 of 14 Pages
		(O = -1) to d-1)(1	A Cabadula if required

CONTINUATION OF ATTESTATION:

SIGNED by Andrea Rochelle LEWER:

Signed in my presence by the Grantee

Here.

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

HELENE R. LEWER.

Occupation:

PROPERTY OWNER

Address:

Address:

Address:

Address:

Address:

Address:

Address:

Address:

P.O. Box. 93. WAIUKU. 2341.

MORTGAGEE CONSENT

ANZ NATIONAL BANK LIMITED as mortgagee pursuant to mortgage 7027857.1 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	day of	19 MAR 2007	200
SIGNED by ANZ N BANK LIMITED By its Attorney:	IATIONAL)))	Authorised Signatory Chandra Rekha Prasad
)	Authorised Signatory
In the presence of:	1		
Witness:	8 mg		
Witness name:	Foz	ia Shareen Re	eve
Witness Occupatio			
Witness Address		, idollialia	

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:
- 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 aboven	amed)	A 0
Attorney at Auckland on	this)	ased
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 th day of March	200
SIGNED by GHURKA INVESTMENTS) LIMITED by:	Director
))))	Director
In the presence of:	Å
Witness: JOHN FARR HOGGAN	٠ ۹D.
Witness Occupation: JOHN FAITH SOLICITOR SOLICITOR WELLINGTON. Witness Address: Witness only required if not signed by 2 Director	•••••