

Easement instrument to grant easement or profit à prendre, o EI 5988019.2 Easement

Sections 90A and 90F, Land Transfer Act 1952

Cpy - 01/01, Pgs - 005, 14/05/04, 10:02

Land registration district

WELLINGTON



Grantor

Surname(s) must be underlined or in CAPITALS.

Landsdale Development Limited

Grantee

Surname(s) must be underlined or in CAPITALS.

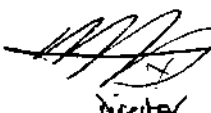

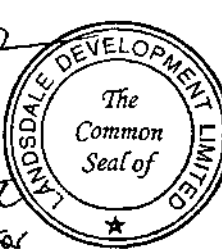
Landsdale Development Limited

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

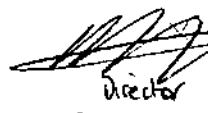
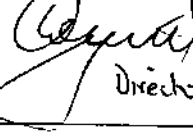

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions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

Dated this 10 day of February 2004

Attestation

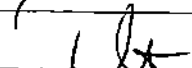
| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
|  Director  Director  Signature [common seal] of Grantor | Signed in my presence by the Grantor |
| | Signature of witness |
| | Witness to complete in BLOCK letters (unless legibly printed) Witness name |
| | Occupation |

Address

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
|  Director  Director  Signature [common seal] of Grantee | Signed in my presence by the Grantee |
| | Signature of witness |
| | Witness to complete in BLOCK letters (unless legibly printed) Witness name |
| | Occupation |

Address

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



[Solicitor for] the Grantee

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

Annexure Schedule 1

Easement instrument

Dated

10 Feb 2004

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Schedule A

(Continue in additional Annexure Schedule if required.)

| Purpose (nature and extent) of easement, profit, or covenant | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant tenement (Identifier/CT or in gross) |
|--------------------------------------------------------------|------------------------|-----------------------------------|-----------------------------------------------|
| Water Drainage | DP 316389 | DP 316389 | DP 316389 |
| | P | CT 64061 (Lot 121) | CT 64057 (Lot 109) |
| | Q | CT 64061 (Lot 121) | CT 64058 (Lot 110) |
| | R | CT 64061 (Lot 121) | CT 64059 (Lot 111) |
| | S | CT 64061 (Lot 121) | CT 64060 (Lot 112) |
| | JJ | CT 64061 (Lot 121) | CT 64056 (Lot 104) |
| | Y | CT 64044 (Lot 92) | CT 64045 (Lot 93) |
| | LL | CT 64061 (Lot 121) | CT 64060 (Lot 112) |
| | Z | CT 64045 (Lot 93) | CT 64044 (Lot 92) |
| | K | CT 64051 (Lot 99) | CT 64054 (Lot 102) |
| Continued on annexure Schedule 2 | | | |

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

[Handwritten signature]

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 Schedule "A"

| Purpose (nature and extent) of easement, profit, or covenant | Shown (plan reference) | Servient tenement (Identifier/CT) DP 316389 | Dominant tenement (Identifier/CT or in gross) DP 316389 |
|--------------------------------------------------------------|------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Sewage Drainage | LL Z K | CT 64061 (Lot 121) CT 64045 (Lot 93) CT 64051 (Lot 99) | CT 64061 64060 (Lot 121) (Lot 112) CT 64044 (Lot 92) CT 64054 (Lot 102) |
| Right of way, Water Supply, Sewage | AA BB | CT 64046 (Lot 94) CT 64047 (Lot 95) | CTs 64047-64050 (Lots 95-98) CTs 64046, 64048 - 64050 (Lots 94, 96-98) |
| Drainage, Gas, Electricity, | CC DD | CT 64048 (Lot 96) CT 64049 (Lot 97) | CTs 64046, 64047, 64049 & 64050 (Lots 94, 95, 97 & 98) CTs 64046 - 64048 (Lots 94 - 96, & 98) |
| Telecommunications | EE | CT 64050 (Lot 98) | CT 64050 CT 64046 - 64049 (Lots 94 - 97) |

All titles in schedule A are currently contained in CT 116593

1. RIGHT TO CONVEY WATER**Rights and Powers**

The rights and powers set out in paragraph 3 of Schedule 4 of the Land Transfer Regulations 2002 subject to the following:

- (i) The easement facility shall be underground; and
- (ii) Paragraph 3(3) shall not apply.

2. RIGHT TO DRAIN WATER**Rights and Powers**

The rights and powers set out in paragraph 4 of Schedule 4 of the Land Transfer Regulations 2002 subject to the following:

- (i) Paragraph 4(3) shall not apply.

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

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(Continue in additional Annexure Schedule, if required.)

3. RIGHT TO DRAIN SEWAGE

Rights and Powers

The rights and powers set out in paragraph 5 of Schedule 4 of the Land Transfer Regulations 2002 subject to the following:

- (i) The easement facility shall be underground; and
- (ii) Paragraph 5(3) shall not apply.

4. RIGHT OF WAY

Rights and Powers

- (a) The rights and powers set out in paragraph 6 of Schedule 4 of the Land Transfer Regulations 2002.
- (b) The rights and powers set out in the Ninth Schedule of the Property Law Act 1952.

5. RIGHT TO CONVEY ELECTRICITY

Rights and Powers

The rights and powers as set out in paragraph 7 of Schedule 4 of the Land Transfer Regulations 2002 subject to the following:

- (i) The easement facility shall be underground; and
- (ii) Paragraph 7 (3) shall not apply.

6. RIGHT TO CONVEY TELECOMMUNICATIONS AND COMPUTER MEDIA

Rights and Powers

The rights and powers as set out in paragraph 8 of Schedule 4 of the Land Transfer Regulations 2002 subject to the following:

- (i) The easement facility shall be underground and shall not include towers, poles and transformers; and
- (ii) Paragraph 8 (3) shall not apply.

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

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(Continue in additional Annexure Schedule, if required.)

7. RIGHT TO CONVEY GAS

Rights and Powers

The rights and powers as set out in paragraph 9 of Schedule 4 of the Land Transfer Regulations 2002 subject to the following:

- (i) The easement facility shall be underground; and
- (ii) Paragraph 9(3) shall not apply.

8. RIGHT OF WAY, RIGHT TO CONVEY ELECTRICITY, TELECOMMUNICATIONS, COMPUTER MEDIA, GAS, WATER, RIGHT TO DRAIN WATER AND SEWAGE

Paragraph 11(2) of Schedule 4 of the Land Transfer Regulations 2002 shall be deleted and replaced with the following:

"11.(2) If the grantee (or grantees, if more than 1) and the grantor share the use of the easement facility, each of them shall make a reasonable contribution to the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in clause 11 (1) of Schedule 4 of the Land Transfer Regulations 2002."

- (i) Any maintenance, repair or replacement of any easement facility that is necessary because of any act or omission by any the owner of either the dominant or servient land (which includes any of the agents, employees, contractors, subcontractors or invitees of those owners) must be carried out promptly by that owner at the sole cost of that owner or in such proportion as relates to the act or omission.
- (ii) Where there is a conflict between the provisions of Schedule 4 to the Land Transfer Regulations 2002 and/or of the Ninth Schedule to the Property Law Act 1952 and the modifications in this Easement Instrument, the modifications must prevail.

TOGETHER WITH in respect of all the said Easements the rights and powers set out in paragraphs 10 to 14 inclusive of Schedule 4 of the Land Transfer Regulations 2002 (subject to any variation stated above).

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.