

**Easement instrument to grant easement or
profit à prendre or create land covenant**
Sections 90A and 90F, Land Transfer Act 1952

2003/6180EF
Approved
Registrar-General of Land

Land registration district

TARANAKI

EI 6298991.5 Easement I

Cpy - 01/01, Pgs - 006, 02/02/06, 15:20



DocID: 611109679

Grantor

Surname(s) must be underlined or in CAPITALS.

Marilyn Lois STUART (as to a 1/2 share) and Kaye Linda MUIR (as to a 1/2 share)

Grantee

Surname(s) must be underlined or in CAPITALS.

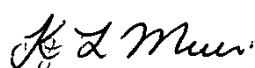

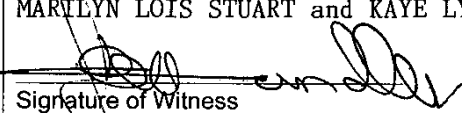
Marilyn Lois STUART (as to a 1/2 share) and Kaye Linda MUIR (as to a 1/2 share)

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

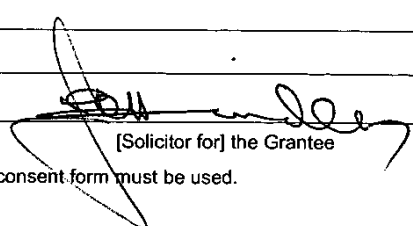
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions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

DATED this 1st day of December 2004

Attestation

  <p>Signature [Common Seal] of Grantor</p>	<p>Signed in my presence by the Grantors and Grantees MARILYN LOIS STUART and KAYE LYNDIA MUIR</p>  <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name:</p> <p>Occupation: J. C. HANDLEY SOLICITOR ROTORUA</p> <p>Address:</p>
<p>Signature [Common Seal] of Grantee</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:</p> <p>Occupation:</p> <p>Address:</p>

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

2003/6180EF
Approved
Registrar-General of Land

Easement instrument

Dated 17.12.2006 Page 2 of 4 pages

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)
Land Covenant		139562 139563 139564 139565	139562 139563 139564 139565

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 provided 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].

[The provisions set out in Annexure Schedule 2].

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



Annexure Schedule 2

EASEMENT
INSTRUMENT

Dated

17.12.2004

page

3

of

4

Pages

The Grantor(s) and the Grantee(s) are desirous of creating land covenants AND so as to provide such covenants the Grantor(s) and Grantee(s) hereby covenant and agree with each other that each of the servient tenements shall be bound by and each of the other respective dominant tenements shall benefit from the covenants as follows:

- (a) Only dwellings and/or accessory buildings of any nature of one level or storey shall be erected on any of the servient lots.
- (b) No trees or other vegetation shall be permitted to grow to a height exceeding two metres on any of the servient lots in the area within four metres of any boundary and adjoining the Right of Way Access.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

jch\0112b9

ANNEXURE SCHEDULE - CONSENT FORM¹

Land Transfer Act 1952 section 238(2)

2

Page 4 of 4 Pages

Easement Instrument

Person giving consent

Capacity and interest of person giving consent
Surname must be underlined (eg. Caveator under Caveat no.)

ASB Bank Limited

Mortgage 6010240.3

Consent

Delete words in [] if the inconsistent with the consent

State full details of the matter for which consent is required

Without prejudice to its rights and powers existing under Mortgage 6010240.3 ASB Bank LIMITED hereby consents to:

1. The deposit of subdivisional plan DP 334063.
2. The creation of the electricity in gross in favour of Powerco Limited set out in the memorandum of easement in gross on DP 334063.
3. The creation of easements, the right of way, right to convey electricity, water, telecommunications and computer media, set out in the memorandum of easements on DP 334063.
4. The creation of land covenants

Dated this day of - 5 JAN 2005 2004

Attestation

SIGNED by ASB BANK LIMITED by its Attorney

without prejudice to the rights and powers existing
under the interest of the Consensor

In the presence of:

Witness: Andrea Smyth
Bank Officer, AUCKLAND

Signed in my presence by the Person giving consent

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed):

Witness name

Occupation

Address

Signature [Common seal]
Of Person giving consent

¹ An Annexure Schedule in this form may be attached to relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, which no form is prescribed.

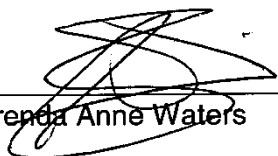
ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Brenda Anne Waters of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of
Manager Security Alterations and Settlements, Lending Services, with
ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or
information of the revocation of that appointment by the winding up of
the said company or otherwise.



Brenda Anne Waters

SIGNED at Auckland this day of - 5 JAN 2005 200

429291 T

(Form No. 1)

DEPOSITED

26/4/1995

STATUTORY DECLARATION TO BE MADE WHERE PURCHASER IS AN INDIVIDUAL

A.L.R.
TARANAKI

IN THE MATTER of the Land Settlement Promotion and Land Acquisition Act 1952 (hereinafter referred to as "the Act"), and

IN THE MATTER

(a) Set out
nature of
transaction.

of (a) an Agreement for Sale and Purchase

dated the 13th day of April 1995

(b) Full name.

from (b) MICHAEL JAMES PEASE, DAVID JOSEPH PEASE, JOHN HEYRICK PEASE, DIANA CLARE ROWE and JANET DICK as Vendor

(c) Full name.

(or lessor) to (c) RUSSELL BRUCE SMITH and ROBIN SMITH both of Hawera, Farmers

Official
description of
d.

as Purchaser (or lessee) affecting all that parcel of land (d)

1. 2.0001 ha Block IX Hawera Survey District Lot 3 DP 18010 part section 213 Patea District CT J4/443

2. 2.0001ha Block IX Hawera Survey District Lot 4 DP 18010 part section 213 Patea District CT J4/444 (both Taranaki Registry)

being all part of the land comprised and described in certificate of title Volume

folio () = (XANX Registry).

(e) Full name,
address, and
occupation.

WE, (e) RUSSELL BRUCE SMITH and ROBIN SMITH

both of Hawera, Farmers severally solemnly and

sincerely declare:

we are

1. That ~~we are~~ the purchasers (or lessor) above-named of the land above described.

2. I have entered into the transaction solely on my own behalf as the person beneficially entitled thereunder.

3. I do not own, lease, hold, or occupy in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land, as defined in the Act, outside a city or borough or town district, and I have no estate or interest whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.

4. (f) ~~I am married.~~ We are married to each other and do not own, lease, hold, or occupy in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, and she (or he) has no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.)

5. No company of which ~~for my wife (or husband)~~ either of us is a member, the members of which are less than 10 in number, owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest whether legal or equitable and whether vested or contingent, under any trust or will, in any such farm land.

6. (g) ~~Khava~~ We both have attained the age of 17 years. (Or neither my father nor my mother owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.)

7. I have not since the passing of the Act (namely, the 16th day of October 1952) transferred, granted, leased, or otherwise disposed of any estate or interest in farm land, as so defined, to any person as a trustee for any person or created any trust in respect of any estate or interest in any such farm land.

8. The transaction is subject to Part II of the Act, and

(a) I am a British subject, but not a New Zealand citizen, (or, I am a British protected person within the meaning of the British Nationality and New Zealand Citizenship Act 1948); and

(b) I have resided in New Zealand for not less than 2½ years during the period of 3 years immediately preceding the date of the transaction, and intend to continue to reside permanently in New Zealand.

Where the
declaration is
made pursuant
to section 35E
of the Act.

9. The transaction is not subject to Part IIA of the Act because—

The transaction does not relate to any land of any of the classes described in paragraph (f) of subsection (1) of section 35B of the said Act (as substituted by section 2 of the Land Settlement Promotion and Land Acquisition Amendment Act 1969 and amended by section 2 of the Land Settlement Promotion and Land Acquisition Amendment Act 1972).

Or, where the purchaser or lessee is not a trustee.

(h) Delete paragraphs not applicable.

(i) Full name, address, and occupation.

(ii) Specify.

(iii) Any other qualification.

~~We are~~ ~~Kam~~ New Zealand citizen and so declare because ^(h)

(a) ~~Immediately before the date of commencement of the British Nationality and New Zealand Citizenship Act 1948 I was a British subject, and I was born within the territories comprised at the commencement of that Act in New Zealand and would have been a New Zealand citizen if section 6 of that Act had been in force at the time of my birth (or I was ordinarily resident in New Zealand at the commencement of that Act and had been so resident throughout the period of 12 months immediately preceding the commencement of that Act.)~~

(b) I am a person naturalised in New Zealand.

(c) ~~I am~~ registered as a New Zealand citizen.

(d) ~~Kam~~ a New Zealand citizen by birth.

(e) I am a New Zealand citizen by descent.

(f) I am the wife of ⁽ⁱ⁾

who is qualified as a New Zealand citizen

as set out in paragraph ⁽ⁱⁱ⁾ above.

(g) ⁽ⁱⁱⁱ⁾

Or, where the purchaser or lessee is a trustee.

(iv) Specify the trust.

~~I am the purchaser (lessee) as trustee under the following trust ^(iv)~~
and every beneficiary under the trust is a New Zealand citizen (or every beneficiary under the trust who is an individual is a New Zealand citizen and no beneficiary under the trust that is a body corporate is an overseas corporation as defined in section 35A of the Act.)

And ~~I make~~ ^{we severally} this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

SEVERALLY

DECLARED at Hawera

this 13th day of April 1995

before me—

P. E. BULFIN
SOLICITOR
HAWERA

R. B. Smith
Justice of the Peace
or Solicitor of the High Court.
(or other person authorised to take and receive Statutory Declarations.)

NOTE — 1. Where both Parts II and IIA of the Act apply to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 to 8 of this form.

2. Where only Part II of the Act applies to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 to 7 and paragraph 9 of this form.

3. Where only Part IIA of the Act applies to the transaction, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 and 8 of this form.

4. Where the declaration is made for the purposes of section 35D of the Act, the purchaser or lessee is required to declare as to the matters prescribed in paragraphs 1 and 9 of this form.

5. Where Part II only or both Parts II and IIA of the Act apply to the transaction, and the purchaser or lessee is a trustee, then, under section 24 (1) (a) of the Act the consent of the Land Valuation Tribunal is required and this form is not applicable.

6. Section 2 (1) of the Act contains the following definitions:—

"Farm land" means land that, in the opinion of the Land Valuation Tribunal, is or should be used exclusively or principally for agricultural purposes:

Provided that, where land that is being used exclusively or principally for agricultural purposes could, in the opinion of the Tribunal be used with greater advantage to the community generally for non-agricultural purposes, it shall for the purposes of this Act be deemed not to be farm land.

"Agricultural purposes" has a meaning corresponding to the term "agriculture", which for the purposes of this definition means the cultivation of the soil for the production of food products and other useful products of the soil, and includes the use of land for horticultural or pastoral purposes, or for the keeping of pigs, bees, or poultry.

7. The classes of land described in paragraph (f) of section 35B (1) of the Act are as follows:

- Any land of 4,000 square metres or over in area which under any operative regional planning scheme or proposed or operative district scheme under the Town and Country Planning Act 1977, is designated or zoned as a reserve, or as a public park, or for recreation purposes, or as private open space, or for preservation as a place of or containing an object of historical or scientific interest or natural beauty, or any proposed such purpose.
- Any land of 2 hectares or over in area which under any such proposed or operative district scheme is zoned for rural purposes or is so zoned that farming of any kind is a predominant or conditional use in that zone.
- Any land of 4,000 square metres or over in area which is not included in any proposed or operative district scheme provided and maintained by any Council or other local authority under that Act.
- Any land being or forming part of any island (except the North Island and the South Island) which is less than 150 kilometres from the nearest part of the coast of the North Island or of the South Island.
- Any land being or forming part of any island of the Chatham Islands.

MEMORANDUM OF TRANSFER

MICHAEL JAMES PEASE of Hamilton, Land Agent. **DAVID JOSEPH PEASE** and **JOHN HEYRICK PEASE** both of Hawera, Farmers, **DIANA CLARE ROWE** of Hurleyville, Married Woman and **JANET DICK** of Wanganui, Married Woman as tenants in common in equal shares (hereinafter called "the Transferors")

is registered as the proprietors of an estate in fee simple subject however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon, in all those pieces of land situated in the Taranaki Land Registration District containing

10000002875
12.33.41 07/08/1975
New Zealand Stamp Duty
3,944.00
ASSESSED BY DEPT

FIRSTLY: 2.0001 hectares more or less situate in Block IX Hawera Survey District being Lot 3 on Deposited Plan 18010 being part Section 213 Patea District and being all the land comprised and described in Certificate of Title VOLUME J4 FOLIO 443 (Taranaki Registry)

SECONDLY: 2.0001 hectares more or less situate in Block IX Hawera Survey District being Lot 4 on Deposited Plan 18010 being part Section 213 Patea District and being all the land comprised and described in Certificate of Title VOLUME J4 FOLIO 444 (Taranaki Registry)

THIRDLY: *** SUBJECT TO and together with the easements covenants and restrictions as set out on the Title

IN CONSIDERATION of the sum of TWO HUNDRED AND THIRTY FIVE THOUSAND DOLLARS (\$235,000.00)

DEPT ASSESS

3944-00

paid to them by **RUSSELL BRUCE SMITH** and **ROBIN SMITH** both of Hawera, Farmers (hereinafter called "the Transferees")

(the receipt of which sum is hereby acknowledged) and in further consideration

2.0000 hectares more or less situate in Block IX Hawera Survey District being Lot 2 on Deposited Plan 18010 being part Section 213 Patea District and being all the land comprised and described in Certificate of Title VOLUME J4 FOLIO 442 (Taranaki Registry)

J.

RS
RSP.

RS
RBP
/

of the Transfer^{ees}~~ors~~ with the Transferors
covenanting/in respect of the said land as follows namely

1. Not to erect any buildings other than new residential homes and auxiliary buildings. If a relocatable home, not to permit or allow the moving on to the said land of any existing or prebuilt house which has been previously lived in.
2. Not to erect dwelling houses with a floor area of less than 150 square metres (excluding garage, carports and decking).
3. A minimum of 80% of the exterior cladding of any dwelling must consist of any of the following materials: kiln, fired or concrete brick, stucco textured finish, stone, timber or prefinished metal weatherboard bonded to solid timber boards (i.e. Lockwood type construction). Any buildings whose finish is in the form of flat cladding, concrete block, poured concrete or similar shall have textured the surface of same in such manner as to fully cover the base material.
4. Not to lay, install, convey or reticulate or permit to be laid, installed, conveyed or reticulated any electric power or telephone or other cables, wires or services to the property hereby sold or to any part thereof or to any dwellings or buildings thereon except those on which are laid, installed, conveyed or reticulated entirely underground.
5. Not to use or permit the property to be used for commercial pig farming, poultry farming or boarding kennels.

/

~~AND the Transferees do hereby further covenant that the said land shall be forever subject to the burden of these restrictive covenants.~~

RS
RBP
/

Do HEREBY TRANSFER to the said **RUSSELL BRUCE SMITH** and **ROBIN**

SMITH as tenants in common in equal shares all their estate and interest in the
firstly and secondly

said pieces of land/above described firstly and secondly above described

AND the Transferees do hereby further covenant that the said land shall be forever subject to the burden of the aforementioned restrictive covenants and restrictive covenants are to be forever appurtenant to the said piece of land thirdly above described.

In WITNESS WHEREOF these presents have been executed this 28th day of

April One thousand ninety hundred and ninety five (1995)

SIGNED by the abovenamed)
MICHAEL JAMES PEASE)
in the presence of)

Michael James Pease

Witness: *L. A. Taylor J.P.*
Occupation: *Real Estate*
Address: *1234 A Victoria St*
Hawera

SIGNED by the abovenamed)
DAVID JOSEPH PEASE,)
JOHN HEYRICK PEASE and)
DIANA CLARE ROWE)
in the presence of)

David Joseph Pease
John Heyrick Pease
Diana Clare Rowe

Witness: *B. Hume*
Occupation: *Solicitor*
Address: *Hawera*

SIGNED by the abovenamed)
JANET DICK)
in the presence of)

Janet Dick

Witness: *Allyce*
Occupation: *Law Clerk to Michael McCarthy*
Address: *Solihams*
Hawera

SIGNED by the abovenamed
RUSSELL BRUCE SMITH and
ROBIN SMITH in the presence of

Witness
Occupation
Address

Preston Edward Bulfin
PRESTON EDWARD BULFIN
Solicitor
Hawera

R. Smith
R.B. Smith

M.J. PEASE, D.J. PEASE,
J.H. PEASE, D.C. ROWE
& J. DICK Transferor

R.B. & R. SMITH Transferee

Correct for the purposes of the Land Transfer Act

Solicitor for the Transferee

I hereby certify that this transaction does not contra-
vene the provisions of Part IIA of the Land Settlement
Promotion and Land Acquisition Act, 1952.

Solicitor for the Transferee

~~I hereby certify, for the purpose of
the Stamp and Cheque Duties Act
1971, that no conveyance duty is
payable on this instrument by
reason of the application of section
24 (1) of the Act, and that the
provisions of subsection (2) of
that section do not apply.~~

~~Solicitor for the Transferee~~

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

TRANSFER

District Assistant Land Registrar
of the District of

TARANAKI



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY TARANAKI
DIST. ASST. LAND REGISTRAR

11.55 08.FEB96 429291

HALLIWELLS
SOLICITORS

Solicitors

HAWERA

HAWERA STAR PRINT