

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

EI 7289255.5 Easement Ins

Cpy - 01/01.Pgs - 009,02/04/07,10:03



DocID: 411836780

Land registration district

Wellington

Grantor

Surname(s) must be underlined.

Global Management & Investment Limited

Grantee

Surname(s) must be underlined.

Global Management & Investment 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

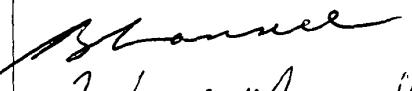

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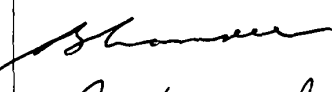

day of

March

2007

Attestation

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

  (Directors) Signature [common seal] of Grantee	Signed in my presence by the Grantee
	by its Directors
	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

1-3-07

Page

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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)
Right of Way	A	Lot 6	Lot 7
Right to convey water	on Plan 383936	Plan 383936 <i>Identifier</i> 335126	Plan 383936 <i>Identifier</i> 335127
Right to convey electricity and gas	B on Plan 383936	Identifier 335127	Identifier 335126
Right to convey computer media and telecommunications		Lot 7	Lot 6
Right to drain sewage and water		Plan 383936	Plan 383936

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]** **[negatived]** **[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

Annexure Schedule 2

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

Easement

Dated

1-3-07
~~3-11-07~~

Page

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(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

~~Plan 371585~~ Plan 383936.

1 Definitions:

Where used herein:

"line or lines" means a wire or wires, pipe, cable or a conductor of any other kind (including a fibre optic cable) used or intended to be used for conveying electric power and/or gas and includes any insulator, casing, tunnel or other equipment or material used for supporting, enclosing, surrounding or protecting any such wire, wires, conductor, cable or fibre optic cable.

"telecommunications" means the conveyance, transmission, emission or reception of communications and the transmission of television, computer and telephone services and also signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electro-magnetic waves or not, at any frequency and includes any electronic power supply incidental to the supply of cable television services.

2 Right of Way Easement:

2.1 Maintenance


The right of way area will be maintained, repaired and replaced as is necessary to keep the right of way in good order and condition at all times and the cost of such maintenance, repair or replacement will be borne by the proprietors of the servient and dominant tenements in equal shares **SUBJECT TO** the provisions of Clause 8 herein.

3 Right to Drain Water:

3.1 Maintenance

The water drainage pipeline will be inspected, maintained, repaired and replaced as is necessary to keep the pipeline in good order and condition at all times and the cost of such inspections, maintenance, repairs and replacement will be borne by the proprietors of the servient and dominant tenements in equal shares **SUBJECT TO** the provisions of Clause 8 herein.

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 2

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

~~Plan 371626~~

Easement

Dated

1-3-07 ~~1-3-07~~ ~~1-3-07~~ ~~1-3-07~~

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4 of 8 pages

(Continue in additional Annexure Schedule, if required.)

4 Right to Drain Sewage:

4.1 Maintenance

The sewage drainage pipeline will be inspected, maintained, repaired and replaced as is necessary to keep the pipeline in good order and condition at all times and the cost of such inspections, maintenance, repairs and replacement will be borne by the proprietors of the servient and dominant tenements in equal shares **SUBJECT TO** the provisions of Clause 8 herein.

5 Right to Convey Electricity and Gas:

5.1 Terms and Conditions of Grant

(a) The full right, liberty and licence for all times hereafter for the Grantee, its engineers, surveyors, servants, agents, employees, workmen, and contractors with or without vehicles, laden or unladen with materials, machinery and implements from time to time and at all times:

(i) to use any line or lines already laid, erected or constructed under the land over which the easement is granted ("easement land") or any line or lines in replacement or substitution therefore for the purpose of conveying electric power without interruption or impediment (except during any periods of inspection, repair, renewal, replacement or alteration).

(ii) to erect lay and maintain a line or lines in and under the soil of the easement land.

(iii) to enter and remain upon the easement land for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing or altering the line or lines as the case may be and opening up the soil of the easement land and to make any cuttings, fillings, grades, batters or trenches and to re-open the same and generally to do and perform such acts or things upon the easement land as may be necessary to enable the Grantee to receive the full and free use and enjoyment of the rights and privileges granted under this instrument **PROVIDED THAT** on completion of any work by the Grantee on the easement land pursuant to this instrument the Grantee shall at its cost restore

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 2

Insert type of instrument

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

Easement

Dated

1-3-07

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pages

(Continue in additional Annexure Schedule, if required.)

the surface of the easement land as near as possible to its former condition.

- (b) The Grantee will from time to time repair and make good all damage to fences, gates or erections upon the easement land caused by the Grantee carrying out any works.

5.2 Maintenance

The line or lines will be inspected, maintained, repaired and replaced as is necessary to keep the line or lines in good order and condition at all times and the cost of such inspections, maintenance, repairs and replacement will be borne by the proprietors of the servient and dominant tenements in equal shares **SUBJECT TO** the provisions of Clause 8 herein.

6 Computer Media & Telecommunications Easement:

6.1 Terms and Conditions of Grant

- (a) The full right, liberty and licence for all times hereafter for the Grantee, its engineers, surveyors, servants, agents, employees, workmen and contractors with or without vehicles, laden or unladen with materials, machinery and implements from time to time and at all times:
- (i) to use any line or lines already laid, erected or constructed under the easement land or any line or lines in replacement or substitution therefore for the purpose of telecommunications without interruption or impediment (except during any periods of inspection, repair, renewal, replacement or alteration).
- (ii) to lay and maintain in and under the soil of the easement land or as the case may be erect, construct and maintain under the easement land a line or lines.
- (iii) to enter and remain upon the easement land for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing or altering the line or lines as the case may be and opening up the soil of the easement land and to make any cuttings, fillings, grades, batters or trenches and to re-open the same and generally to do and perform such acts or things upon the easement land as may be necessary to enable the Grantee to

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 2

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

~~Plan 371626~~

Easement

Dated

1-3-07

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4 of 5 pages

(Continue in additional Annexure Schedule, if required.)

receive the full and free use and enjoyment of the rights and privileges granted under this instrument **PROVIDED THAT** on completion of any work by the Grantee on the easement land pursuant to this instrument the Grantee shall at its cost restore the surface of the easement land as near as possible to its former condition and replace the soil at the surface and turf (if any) consolidated to its proper level.

6.2 Maintenance

The line or lines will be inspected, maintained, repaired and replaced as is necessary to keep the line or lines in good order and condition at all times and the cost of such inspections, maintenance, repairs and replacement will be borne by the proprietors of the servient and dominant tenements in equal shares **SUBJECT TO** the provisions of Clause 8 herein.

7 Right to Convey Water Easement:

The water supply pipelines will be inspected, repaired and replaced as is necessary to keep the pipelines in good order and condition at all times and the cost of such inspections, maintenance, repairs and replacement will be borne by the proprietors of the servient and dominant tenements in equal shares **SUBJECT TO** the provisions of Clause 8 herein.

8 Notwithstanding the above provisions for maintenance of the easements granted herein if any inspection, maintenance, repair of right of way, or repair or replacement of the lines, cables or pipelines is necessary due to any act or omission, neglect or fault of a particular registered proprietor or that registered proprietor's employees, contractors, agents, tenants, licensees or invitees, that registered proprietor will promptly carry out such inspection, maintenance, repair and replacement and will bear the whole cost of such works.

9 The Grantor will not carry out any acts on the easement land whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted herein shall be interfered with or negated.

10 The Grantee will promptly at its cost repair all damage to fences, gates or other erections on the easement areas caused by the Grantee when carrying out any works.

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Annexure Schedule 2


Insert type of instrument

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

~~Plan 371626~~

Easement

Dated

1-3-07 ~~1-3-06~~ 

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(Continue in additional Annexure Schedule, if required.)

- 11** All works authorised to be carried out pursuant to this instrument shall be completed as expeditiously as possible with as little damage to the easement area as possible consistent with the rights and privileges conferred by this instrument on the proprietors of the dominant tenements.

12 Arbitration:

Any dispute as to the liability of the registered proprietors of the servient and dominant tenements from time to time or in respect to any other matter relating to the aforesaid easements herein will be determined as specified in Section 9D(1) of the Land Transfer Act 1952 and in Schedule 4 of the Land Transfer Regulations 2002.

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 - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc

Easements - Plan 383936

Page **8** of **8** pages

Consentor

Surname must be underlined

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Bank of New Zealand

**Mortgagee under Mortgage No
6711850.1**

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**Grant of Right of Way, Right to convey water, Right to convey
electricity and gas, Right to convey computer media and telecommunications,
Right to drain sewage and water relating to Pt Lots 6 and 7 marked A and B
on Plan 383936. Identifiers 335126 and 335127.**

Dated this **20** day of **March** 20**07**

Attestation

SIGNED for and on behalf of
BANK OF NEW ZEALAND
by its Attorney


.....
Peter Carl Brieseman
.....

Signature of Consentor

Signed in my presence by the Consentor


Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Priscilla Stephanie Marie Foothead
Bank Officer
Bank of New Zealand
Wellington

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



Bank of New Zealand

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

I, **Peter Carl Brieseman**, Quality Assurance Officer, of Wellington, New Zealand,
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:

North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington

DATED: 20 MARCH 2007

Peter Carl Brieseman