

**Easement Instrument to Grant Easement or Profit à Prendre,
or Create Land Covenant**

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

EI 6670554.4 Easement

Cpy - 01/01, Pgs - 006, 06/12/05, 12:48



DocID: 211591971

Grantor

Surname must be underlined

Grant William ROBERTS and Rochelle Josephine ROBERTS

Grantee

Surname must be underlined

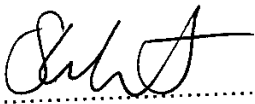
Bernhard Franz NOBIS and Ann NOBIS

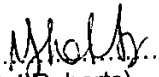
Grant* of easement or profit à prendre or creation or covenant

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 23rd day of August 2004

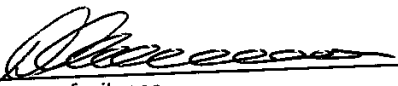
Attestation


.....
(G W Roberts)


.....
(R J Roberts)

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 PHILIP WILLIAM EARL DONALDSON
SOLICITOR L.L.B.

Address MOTUEKA

<i>[Signature]</i> (B F Nobis) <i>Ann Nobis</i> (A Nobis) Signature [common seal] of Grantee	Signed in my presence by the Grantee <i>[Signature]</i> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name JOHN HOPE Occupation RETIRED Address 2 PUKIOWE PLACE, MOTUEKA
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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 1

Easement instrument Dated 23.8.2004

Schedule A

Continue on 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)
Landscape and height restriction covenants as set out in clause 1 of annexure schedule 2	361649 340667 E on DP 340667	361649 340667 Lot 4 DP 340667 - CT 167199 250891	Lot 4 DP 16662 - CT NL10D/811
Building height restriction covenant as set out in clause 2 of annexure schedule 2	361649 340667 All Lot 4 DP 340667	361649 340667 Lot 4 DP 340667 - CT 167199 250891	Lot 4 DP 16662 - CT NL10D/811

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] [negative] [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

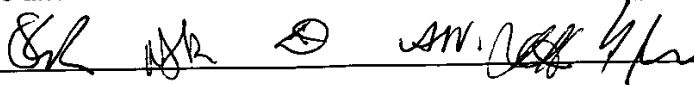
Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

~~[Memorandum number [9], 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

1. Landscape and height restriction covenant E on DP ~~340667~~ ³⁶¹⁶⁴⁹

- (a) The registered proprietor for the time being of Lot 4 DP ~~340667~~ ³⁶¹⁶⁴⁹ shall ensure that the area marked E on DP ~~340667~~ ³⁶¹⁶⁴⁹ shall be kept planted with a single row of quick growing Pittosporums of a bushy variety planted clear of the existing ditch on the west side of the common boundary between Lot 4 DP ~~340667~~ ³⁶¹⁶⁴⁹ and Lot 4 DP 16662.
- (b) The maximum height of the trees on area marked E on DP ~~340667~~ ³⁶¹⁶⁴⁹ shall be 5.0 metres above existing ground level of approximately RL 3.10 metres whereby the maximum height of the trees will be RL 8.10 metres relative to the survey standard at the intersection of Old Wharf Road and Trewavas Street, this survey standard having a reduced level of 2.915 metres above mean sea level.
- (c) The spacing of the trees shall be such that a solid screening between properties is achieved upon maturity of the trees.

2. Building height restriction covenant over all Lot 4 DP ~~340667~~ ³⁶¹⁶⁴⁹

Any building on Lot 4 DP ~~340667~~ ³⁶¹⁶⁴⁹ shall be limited to a maximum height of 6.5 metres above existing ground level whereby the maximum height of any such building will be RL 9.7 metres relative to the survey standard at the intersection of Old Wharf Road and Trewavas Street, this survey standard having a reduced level of 2.915 metres above mean sea level.

3. Disputes—

If a dispute in relation to the covenants herein arises between parties who have a registered interest under the covenants,—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
- (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the District Law Society (being the District Law Society that has its headquarters closest to the land).

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

[Handwritten signatures and initials]

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

Person giving consent

Capacity and interest of Person giving consent

Surname must be underlined

(eg Caveator under Caveat No)

Bank of New Zealand

As Mortgagee in Mortgage 5184119.3

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent]

the **Person giving consent hereby consents** to an Easement Instrument creating land covenants in respect of the land in Certificate of Title ~~100000~~ ²⁵⁰⁸⁹¹ as attached.

Dated this

10th

day of

February

2005

Attestation:

Bank of New Zealand by its
attorney(s):

*DEED for and on
behalf of BANK OF NEW
ZEALAND by its
Attorneys*

Noel Ronald Letford

Damien Justin Wannenburg

Signature [Common seal] of
person giving consent

Signed in my presence by the Person giving consent

[Signature]

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness: Leigh Carin Bernard

Occupation: Bank Officer

Address: Auckland

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**

We, Noel Ronald Letford and Damien Justin Wannenburg both of Auckland, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 10th day of February 2005

Noel Ronald Letford

SIGNED at Auckland this 10th day of February 2005

Damien Justin Wannenburg