

Easement instrument to grant easement or *profit à prendre*, or create

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

WELLINGTON

**EI 6466827.10 Easement**

Cpy - 01/01, Pgs - 004, 21/08/05, 09:59



DocID: 411884187

Grantor

Surname(s) must be underlined or in CAPITALS.

**AMP PROPERTY OPPORTUNITY FUND LIMITED as to a 81.8298/100 share and
AMP PROPERTY OPPORTUNITY CHARITABLE FUND LIMITED as to a 18.1702/100 share**

Grantee

Surname(s) must be underlined or in CAPITALS.

Vincent Ronald OSBORNE and Raechel Mary OSBORNE

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 12th day of May 2005

Attestation (Continued on Page 3 Annexure Schedule)

| | |
|---|---|
| Director Director AMP Property Opportunity Fund Limited | Signed in my presence by the Grantor <i>by its directors</i> |
| | Signature of witness |
| | Witness to complete in BLOCK letters (unless legibly printed) Witness name |
| | Occupation |
| Signature [common seal] of Grantor | Address |

| | |
|--|--|
| Vincent Ronald Osborne Raechel Mary Osborne | Signed in my presence by the Grantee |
| | Signature of witness |
| | Witness to complete in BLOCK letters (unless legibly printed) Witness name <i>PETER VALENTINE GOODWIN</i> |
| | Occupation <i>Retired Secondary School Principal</i> |
| Signature [common seal] of Grantee | Address <i>29 Woke Woke Rd Wai Kanae</i> |

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.

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



Easement instrument

Dated

12 May 2005

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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) |
|--|------------------------|-----------------------------------|---|
| Land Covenant | DP348205 | 197940 197941 197942 | WN55C/950 |

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]~~ ~~[negatives]~~ ~~[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



Insert type of instrument

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

Easement

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(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

- A. The Grantor has subdivided the land in Certificates of Title WN55C/951 and WN502/121 into various lots in the manner shown and defined in Deposited Plan 348205 ("the Plan").
- B. It is the Grantors intention to create for the benefit of the Dominant Tenement set out in Schedule A the land covenants set out in this Annexure Schedule over the Servient Tenements set out in Schedule A to the intent that the Servient Tenements shall each be bound by the stipulations and restrictions set out in this Annexure Schedule 2 and that the owners for the time being of the Dominant Tenement may enforce the observance of such stipulations against the owners for the time being of the Servient Tenements.

Covenants

The Grantor as registered proprietor of each of the Servient Tenements set out in Schedule A hereby covenants with the Grantee as the registered proprietor of the Dominant Tenement in the manner set out in this Annexure Schedule 2 so that the covenants herein run with the Servient Tenements for the benefit of the Dominant Tenement:

1. Not to, in respect of any trees on the lot within 2 metres of the eastern boundary of the Dominant Tenement:
 - a. remove, prune, cut or otherwise remove any such tree during its natural life, provided however that routine maintenance (subject to clause 1(b) below) shall be permitted;
 - b. reduce any such tree below the height of 4 metres without the prior written consent of the registered proprietor from time to time of the Dominant Tenement.

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.

x *UR Dabome* *W 93* *W/R Dabome* *W/R Dabome*

Annexure Schedule



Insert type of instrument

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

Easement

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(Continue in additional Annexure Schedule, if required.)

| | |
|---|---|
| Director Director | Signed in my presence by the Grantor AMP Property Opportunity Charitable Fund Limited by its directors Signature of Witness |
| | Witness to complete in Block letters (unless typewritten or legibly stamped) Witness name Occupation Address |
| Signature of AMP Property Opportunity Charitable Fund Limited | |

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.