

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

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

WELLINGTON



EL 6956596.9 Easement

Cpy - 01/01, Pgs - 004, 20/07/06, 11:09



DocID: 411691332

Grantor

Surname(s) must be

TASMAN LAKES ESTATE LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

TELECOM NEW ZEALAND LIMITED

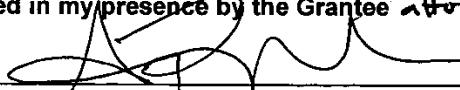
**Grant\* of easement or *profit à prendre* or creation or covenant**

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<sup>th</sup> day of February 2006

Attestation

Tasman Lakes Estate Limited by its Attorney TERENCE STANLEY NOWLAND  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 PAMELA JUNE STEER Occupation REGISTERED LEGAL EXECUTIVE Address WELLINGTON
---	---

O'Meara (Ophelia Elise Macrae)  Kellie Ralfe (Kellie Ralfe) Signature [common seal] of Grantee	Signed in my presence by the Grantee attorneys  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Annabel Ritchie Occupation Acquisition Project Consultant Telecom Mobile Limited 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.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY



Easement instrument

Dated

10 February 2006

Page 1 of 3 pages

## Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Right to convey Telecommunications and Computer Media</b>	<b>A on Lot 7 DP 362593</b> <b>B on Lot 6 DP 362593</b> <b>C on Lot 5 DP 362593</b>	<b>Lot 7 DP 362593 (CT 255395)</b> <b>Lot 6 DP 362593 (CT 255394)</b> <b>Lot 5 DP 362593 (CT 255393)</b>	<b>In Gross</b>

**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**

11/11/06 - O. -



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

Easement

Dated

10 February 2006

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

1. The easement facility includes any "Lines", "Works", "existing Lines" and "existing Works" as defined in the Telecommunications Act 2001, owned by the Grantee.
2. This grant of easement is not in substitution for, and is without prejudice to, such statutory rights and authorities as the Grantee may have from time to time in respect of the servient tenement.

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

We: **Ophilia Elise MacRae** and **Kellie Ralfe**  
Acquisition Project Manager Assistant Property Manager  
Telecom New Zealand Limited Wellington

hereby severally certify:

1. That by a Power of Attorney dated 2 July 2001 ("the Power of Attorney") we were, by virtue of being Authorised Signing Officers, appointed jointly as attorneys of Telecom New Zealand Limited ("Telecom") on the terms and subject to the conditions set out in the Power of Attorney.
2. That copies of the Power of Attorney are deposited in the Land Titles Offices at:  
Auckland as No D.627839.1 Gisborne as No 234465.1 New Plymouth as No 481759.1  
Christchurch as No 5074754.1 Hamilton as No B.674932.1 Wellington as No 5074486.1  
Dunedin as No 5074473.1 Napier as No 719487.1
3. That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.
3. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington  
this 15<sup>th</sup> day of February 2006

O. MacRae  
Date: 15.2.2006

SIGNED at Wellington  
this 15<sup>th</sup> day of February 2006

Kellie Ralfe  
Date: 15.02.06

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.

10 02.06

Approved by Registrar-General of Land under No. 2002/5032

## **Annexure Schedule**

**Insert type of instrument**

**“Mortgage”, “Transfer”, “Lease” etc**



## Easement

Dated

10 February 2006

Page 3 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

**Certificate of Non-Revocation of Power of Attorney**

I, Terence Stanley Nowland of Wellington in New Zealand, Solicitor, hereby certify that:

1. By Deed dated 5 October 2005 a copy of which is deposited in the Land Transfer Registry at Wellington as PA6609702.1 Tasman Lakes Estate Limited appointed me as Attorney on terms subject to the conditions set out in the said Deed.
2. At the date hereof I have not received any notice of information of the revocation of that appointment by the winding up or dissolution of the said Tasman Lakes Estate Limited or otherwise.

SIGNED at Wellington this 10<sup>th</sup> day of February 2006

Terence Stanley Nowland

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.

W

Dear