

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



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DocID: 411691331

Grantor

Surname(s) must

TASMAN LAKES ESTATE LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

TASMAN LAKES ESTATE 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

19<sup>th</sup> day of *April* 2006

Attestation

Tasman Lakes Limited by its Attorney  
TERENCE STANLEY NOWLAND

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

Signature [common seal] of Grantor

Tasman Lakes Limited by its Attorney  
TERENCE STANLEY NOWLAND

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)  
Witness name *PAMELA JUNE STEER*

Occupation REGISTERED LEGAL EXECUTIVE

Address WELLINGTON

Signature [common seal] of Grantee

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

19 April 2006

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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)
Right of Way	A on Lot 7 DP 362593 (CT 255395)	Lot 7 DP 362593 (CT 255395)	Lots 5 & 6 (CT 255393 & 255394)
	B on Lot 6 DP 362593 (CT 255394)	Lot 6 DP 362593 (CT 255394)	Lots 5 & 6 DP 362593 (CTs 255393 and 255394)
	C on Lot 5 DP 362593 (CT 255393)	Lot 5 DP 362593 (CT 255393)	Lots 6 & 7 (CT 255394 and 255395)

**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**

Insert type of instrument

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



Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

## ANNEXURE SCHEDULE 2

THE following rights, powers, terms, conditions, covenants and restrictions in respect of the easements are in addition to those set out in Schedule 4 of the Land Transfer Regulations 2002 and in the Ninth Schedule to the Property Law Act 1952.

Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Fourth Schedule will prevail.

Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument the modifications will prevail.

### RIGHT OF WAY EASEMENT

1. The registered proprietor from time to time of the dominant tenement and the registered proprietors agents, employees, contractors, tenants, licensees and invitees shall have the right (in common with the registered proprietor from time to time of the servient tenement) to pass and re-pass on foot, with or without domestic animals of any kind, with motor and other vehicles, laden or unladen, machinery and implements of any kind for all purposes connected with the use and enjoyment of the dominant land (except during periods of necessary renewal and/or repair) over and along the land over which this easement is granted (as specified in Annexure Schedule A) to the dominant land.
2. Maintenance
  - (a) The right of way will be inspected, maintained, repaired and replaced as is necessary to keep the right of way in good order and condition.
  - (b) The cost of inspecting, maintaining, repairing and replacing the right of way as specified in paragraph 2(a) will be borne in equal shares by the registered proprietors of the servient and dominant tenements EXCEPT if any of the lots are subdivided then the proportions of the shares will be recalculated so that any new lot will also bear the costs of inspection, maintenance, repair and replacement together with the other lots.
  - (c) Notwithstanding paragraph 2(b), if any inspection, maintenance, repair or replacement of the right of way 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 or replacement and will bear the whole cost of such inspection, maintenance, repair or replacement.

### 3. Arbitration

Any dispute as to the liability of the registered proprietors or in respect to any other matter relating to the right of way will be determined by an arbitrator under the Arbitration Act 1996 or any Act passed in substitution or amendment.

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**

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

Easement

Dated

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(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<sup>th</sup> October 2005 which was 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 or 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 **19<sup>th</sup>** day of **April** **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.

