

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

NORTH AUCKLAND



EI 7041993.5 Easemen

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Grantor

Surname(s) m.

Ian Martin McALLEY (as to a 1/2 share) and Aaran Stacy MacPHERSON (as to a 1/2 share)

Grantee

Surname(s) must be underlined or in CAPITALS.

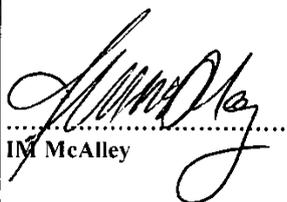
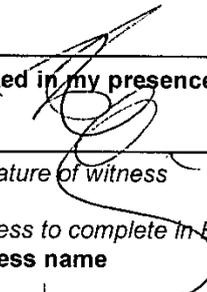
Ian Martin McALLEY (as to a 1/2 share) and Aaran Stacy MacPHERSON (as to a 1/2 share)

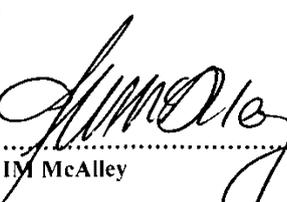
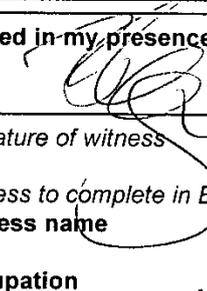
Grant* of easement or profit à prendre or creation or covenant

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).

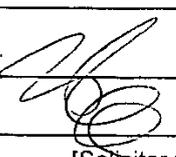
Dated this 25 day of July, 2006

Attestation

 IM McAlley	Signed in my presence by the Grantor  <hr/> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name V B SYERS Occupation Solicitor Address WHANGAREI
	Signature [common seal] of Grantor

 IM McAlley	Signed in my presence by the Grantee  <hr/> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name V B SYERS Occupation Solicitor Address WHANGAREI
	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.

Annexure Schedule 1



Easement instrument

Dated

Page 1 of 23 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; Right to convey water; Right to convey telecommunications and computer media	Marked "A" on Deposited Plan 362067	253059	253060

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

Annexure Schedule



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

Easement

Dated

20/7/06

Page

2

of

23

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation

Signed in my presence by the Grantor
Aaran Stacy MacPherson by his
Attorney Patricia Joy MacPherson

Aaran Stacy MacPherson
by his Attorney
[Signature]

Signature of Witness

Witness Name

V B SYERS

Occupation

Solicitor

WHANGAREI

Address

Signed in my presence by the Grantee
Aaran Stacy MacPherson by his
Attorney Patricia Joy MacPherson

Aaran Stacy MacPherson
by his Attorney
[Signature]

Signature of Witness

Witness Name

V B SYERS

Occupation

Solicitor

WHANGAREI

Address

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.

[Signatures]

Annexure Schedule



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

Easement

Dated

25/7/06

Page

23

of

25

Pages

(Continue in additional Annexure Schedule, if required.)

1. 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 ninth schedule must prevail.

Where there is a conflict between the provisions of the fourth schedule and/or the ninth schedule, and any modifications in this easement instrument, the modifications must prevail.

Any maintenance, repair or replacement of the right of way, on the servient land that is necessary because of an act or omission by the grantor or the grantee (which includes agents, employees, contractors, sub contractors and invitees of that grantor or grantee) must be carried out promptly by that owner and at that owners sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the cost payable by that owner responsible must be in proportion to that attributable to that act or omission with the balance payable in accordance with clause 11 of the fourth schedule).

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.

CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY

I, PATRICIA JOY MACPHERSON of Whangarei, Project Manager do hereby certify:

1. THAT under and by virtue of a certain Power of Attorney dated the 8th day of May 2006 AARAN STACY MACPHERSON appointed me attorney on the terms and subject to the conditions set out in the said Deed.

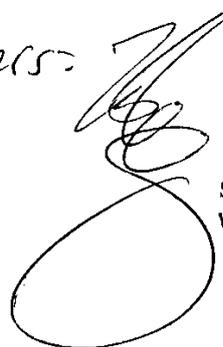
2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by death or otherwise of the said AARAN STACY MACPHERSON.

3. THAT the said Power of Attorney was deposited in the Land Titles Office in Auckland on _____ under Number.

DATED at Whangarei this 15 day of July 2006



Patricia Joy MacPherson

Witness: 
V B SYERS
Solicitor
WHANGAREI

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

Bank of New Zealand	Mortgagee under Mortgage no. 6402554.3
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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:
registration of the within Easement Instrument

Dated this 25 day of July 2006

Attestation

	Signed in my presence by the Consentor
Signature of Consentor	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name SHARON NEWTON 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.

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

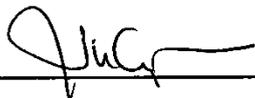
I, **IDA LINA MALO**, Quality Assurance Officer, of Auckland, New Zealand,
Bank Officer, certify that:

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 Auckland

DATED: 25 July 2006



IDA LINA MALO