

*[Handwritten mark]*

\* PARTIALLY SURRENDER

Approved by Registrar-General of Land under No. 2002/6057

**Easement variation instrument to vary easement, profit à prendre, or land covenant**  
Sections 90G and 90F, Land Transfer Act 1952

Land registration district

NELSON



PSE 5930276.1 Partial S

Cpy - 01/02, Pgs - 006, 11/03/04, 11:42



DocID: 211073467

Grantor

Surname(s) must

KARAPOTI DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

KARAPOTI DEVELOPMENTS LIMITED

Surrender

Variation\* of easement, profit à prendre, or covenant

The terms, covenants, or conditions contained in the easement(s), profit(s) à prendre, or covenant(s) set out in Schedule A are ~~varied, negated, or added to~~ as set out in Annexure Schedule 1. Continued on annexure Schedule 2.

Dated this 2nd day of March, 2004

Attestation

 Director	Signed in my presence by the Grantor and Grantee <hr/> Signature of witness <u>Mary K Anderson</u> Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> Mary K. Anderson <b>Occupation</b> Receptionist <b>Address</b> 12 Ledger Close RICHMOND
	Signature [common seal] of Grantor

Signature [common seal] of Grantee	Signed in my presence by the Grantee <hr/> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> <b>Occupation</b> <b>Address</b>
	Signature [common seal] of Grantee

Certified correct for the purposes of the Land Transfer Act 1952

*[Handwritten signature]*

[Solicitor for] the Grantor

\*If the consent of any person is required for the variation, the specified consent form must be used.

**Annexure Schedule 1**



Easement <sup>Surrender</sup> variation instrument

Dated 2 March 2004

Page 1 of 4 pages

**Schedule A**

(Continue in additional Annexure Schedule if required)

Nature of easement, profit, or covenant	Unique identifier (Document number)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
The restrictive land covenants and positive Land Covenants set out in Land Covenant 5883254.8	5883254.8	Lots <del>1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 &amp; 26</del> Deposited Plan 328824	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, & 26 Deposited Plan 328824
		Certificates of Title <del>117673 to 117695 &amp; 117697</del>	Certificates of Title 117673 to 117695 & 117697

**Variation of terms, covenants or conditions**

**SCHEDULE A**

(Continue in additional Annexure Schedule if required.)

**Land Covenant 5883254.8 is amended as follows:-**

**1. The reference to Certificate of Title 117697 and Lot 26 as a Servient Tenement in Schedule C is deleted.**

*[Handwritten signature]*

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

*[Handwritten signatures]*

**Annexure Schedule**



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

*land covenant partial*  
Easement Surrender

Dated *2 March 2004*

Page *2* of *29* Pages

*(Continue in additional Annexure Schedule, if required.)*

Continuation of Operative Clause

The Grantee, being the registered proprietor of the dominant tenement(s) set out in Schedule A or being the Grantee in gross, surrenders to the Grantor the easement(s), profit(s) a prendre, or covenant(s) set out in Schedule A, and the Grantor accepts the surrender of those easement(s), profit(s) a prendre, or covenant(s).

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

*Partial Surrender Land  
Covenant*

Dated **2 March 2004**

Page **3** of **4** pages

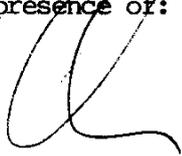
(Continue in additional Annexure Schedule, if required.)

**CAVEATOR'S CONSENT**

NELSON PROJECTS 9 LIMITED as Caveator pursuant to Caveat No. 5883254X 9  
HEREBY CONSENTS to the registration of the within instrument.

DATED at *Nelson* the *4* day of *March* 2004

SIGNED by  
NELSON PROJECTS 9 LIMITED  
As Caveator by Its Director\*  
In the presence of:



Neil Mark Allan  
Legal Executive  
Pitt & Moore  
Nelson

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

*Partial surrender (and  
OverRent*

Dated **2 March 2004**

Page **4** of **4** pages

(Continue in additional Annexure Schedule, if required.)

**MORTGAGEES CONSENT**

WESTPAC BANKING CORPORATION as Mortgagee pursuant to Mortgage  
No.5674599.6 HEREBY CONSENTS to the registration of the within instrument.  
**SUBJECT TO AND WITHOUT PREJUDICE TO** its rights and remedies under the said  
Mortgage.

DATED *2nd* day of *March* 2004

Signed by  
**WESTPAC BANKING CORPORATION**  
by its attorney  
in the presence of:

*N. Cameron*  
*Mariano May van der Hulst*  
**Mariano May van der Hulst**  
NICOLA BRENDA CAMERON  
BANK OFFICER  
WESTPAC BANKING CORPORATION  
LEGAL SERVICES UNIT  
AUCKLAND

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.

*[Handwritten initials]*

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**  
**OTHER THAN BONDS, FACILITY AGREEMENTS**  
**AND POWERS OF ATTORNEY**

I, **MARIANA MAY VAN DER HULST**, of Auckland in New Zealand, Bank Officer

**HEREBY CERTIFY -**

1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1  
BLENHEIM (Marlborough Registry) and there numbered 187102  
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1  
DUNEDIN (Otago Registry) and there numbered 915888  
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1  
HAMILTON (South Auckland Registry) and there numbered B.367046  
HOKITIKA (Westland Registry) and there numbered 105721  
INVERCARGILL (Southland Registry) and there numbered 244294.1  
NAPIER (Hawkes Bay Registry) and there numbered 646199.1  
NELSON (Nelson Registry) and there numbered 361557.1  
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551  
WELLINGTON (Wellington Registry) and there numbered B.533510.1

**WESTPAC BANKING CORPORATION** ABN 33 007 457 141 incorporated in New South Wales, Australia ("Westpac") appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.

2. **THAT**, at the date of this certificate, I am Manager Legal for Westpac.
3. **THAT**, at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac or otherwise.

**SIGNED** at Auckland  
this 2nd day of March 2004

