

Easement instrument to grant easement and create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

EI 7433009.12 Easeme

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DocID: 212014312

Grantor

Surname must be underlined

BEN NEVIS HOLDINGS LIMITED

Grantee

Surname must be underlined

BEN NEVIS HOLDINGS LIMITED

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee the easement(s) and 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

27th day of

May

2007

Attestation

Signed in my presence by the Grantor and Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name Alain Swain
Occupation Legal Executive
Address Pitt & Moore
Richmond

Signature of Grantor and Grantee

Certified correct for the purposes of the Land Transfer Act 1952

[Signature]

[Solicitor for] the Grantee

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **RICHARD DOUGLAS MARTIN** of Wakefield in New Zealand, Company Director hereby certify:-

1. **THAT** by deed dated 21 January 2005 **Ben Nevis Holdings Limited** a duly incorporated company having its registered office at Richards Woodhouse, 105 Trafalgar Street, Nelson in New Zealand appointed me its attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Registry Office at Christchurch as Sup Doc 349025.
2. **THAT** at the date hereof I have not received any notice or information of the revocation of that appointment by the said **Ben Nevis Holdings Limited**.

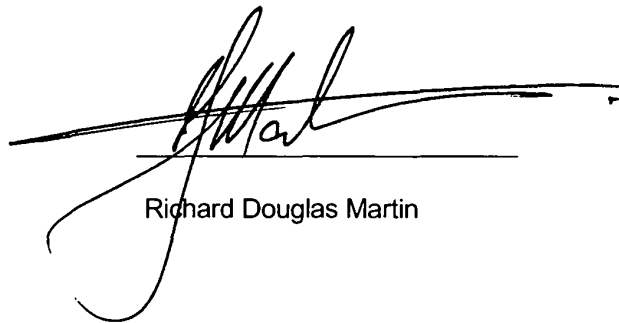
SIGNED at Nelson this

9th

day of

May

2007



Richard Douglas Martin

Annexure Schedule I

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)
Right to convey water, right to drain sewage and water and right to convey electricity, telecommunications and computer media	Lot 8 DP 372973	Lot 8 DP 372973	Lots 1 to 7 and Lot 10 on DP 372973 respectively
Land Covenant	As set out in Annexure Schedule III	Lot 8 DP 372973	Lots 1 to 7 and Lot 10 DP 372973 (inclusive)

Easements rights and powers (including terms, covenants, and conditions)

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 added to and varied by**

~~[Memorandum number registered under section 155A of the Land Transfer Act 1952]~~
the provisions set out in Annexure Schedule II

Covenant provisions

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number added to registered under section 155A of the Land Transfer Act 1952]~~
[the provisions set out in Annexure Schedule III].

All signing parties and either their witnesses or solicitors must sign or initial in this panel



Annexure Schedule II

Easement Instrument

Dated 7 May 2007

Continue in additional Annexure Schedule, if required

All easements shall be subject to the following:

1. The costs of maintenance and repair of the easement will be borne by the Grantees in such proportions as may be fair and reasonable.
2. The maintenance provisions in the Fourth Schedule to the Land Transfer Regulations 2002 are modified by adding the following:

Any maintenance, repair or replacement of the easement facilities that is necessary because of any act or omission by the Grantor or Grantee must be carried out promptly by the said Grantor or Grantee at the sole cost of that Grantor or Grantee or in such proportion as related to the act or omission. Particular care should be taken by the Grantees contractors during periods of construction and it is recommended to Grantees that they advise their contractors of their responsibility for damage and they enter into appropriate bond or payment arrangements with contractors to ensure that any damage caused by contractors is made good prior to the final payment under any contract.

3. On completion of any work the surface of the land is restored as nearly as possible to its former condition.

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 panel.



Annexure Schedule III

Easement Instrument

Dated 7 May 2007

Continue in additional Annexure Schedule, if required

The Grantor covenants with the Grantee:-

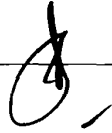
1. To only use Lot 8 (the "Access Lot") as an access way.
2. Not to park any vehicle or leave any caravan, trailer or boat on the Access Lot or permit any structure to be placed on the Access Lot nor permit any tenant, workman, agent or invitee to park or place any structures on the Access Lot to the intent that the Access Lot should remain unobstructed and free for passage.
3. To assist in the ongoing good use and maintenance of the Access Lot the Grantee covenants to adhere to these provisions in all good faith.
4. That the cost of maintenance, repair and renewal of the Access Lot should be borne by the dominant and servient tenements in such proportions as may be fair and reasonable having regard to the use and benefit derived by the Grantee to the intent that the respective Grantees shall only be liable for maintenance of such parts of the Access Lot that they and/or their predecessors in title and/or their tenants, agents, contractor, workmen, invitees or any person having business with them may or may have used provided however if the Access Lot should reach a state of disrepair or be damaged through abnormal wear or use by act or omission of any party (or their tenant, workman, agent, invitee or any person having business with them) then in such case the party or parties responsible shall be liable for the repair of such damage.
5. Ben Nevis Holdings Limited records that as at the time of creation of the participating titles the Access Lot is formed to Tasman District Council Engineering Standards and approved by Council. The Company has entered into a Constructions and Performance Agreement with its Roding Contractor to ensure that the Access Lot has been built to the required quality and performs accordingly during an agreed period. The Roding Contractor however is not liable for damage to the Access Lot by third parties. Particular care should be taken by the Grantees contractors during periods of construction and it is recommended to Grantees that they advise their contractors of their responsibility for damage and they enter into appropriate bond or payment arrangements with contractors to ensure that any damage caused by contractors is made good prior to the final payment under any contract.
6. In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the forgoing Covenants affecting the Access Lot the change will be submitted to the Arbitration of a single Arbitrator if the parties can agree upon one or also failing agreement then to Arbitration by an Arbitrator appointed by the President of the Nelson District Law Society with such Arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendment thereof or any legislation in-acted in substitution thereof. ** See 7 attached*

To the District Land Registrar, Nelson

Please register the within Covenant against the Servient and Dominant Titles

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 panel.

7. Should any Servient Lot be subdivided in the future, and the parties acknowledge that it is the intention to further subdivide Lot 10 DP 372973 in particular as part of an ongoing development the following shall apply. The Grantee as owner of the Dominant Lots hereby acknowledge that from the date of approval as to survey of any future plans of subdivision of any Servient Lot these covenants shall terminate and cease to apply in respect to such parts of the Servient Lot as may vest as road or reserve. The Grantee hereby gives consent to any such future vestings. If the Grantee is required to give further written consent the Grantee agrees to do so at no cost to the Grantor.



ANNEXURE SCHEDULE

Land Transfer Act 1952 section 238(2)

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

(eg Caveator under Caveat No)

ANZ National Bank Limited

Mortgagee under mortgage 6023429.3

Consent

Without prejudice to the rights and powers existing under the interest of the person giving consent the **Person giving consent hereby consents** to registration of the within instrument.

Dated this

14th

day of

May

2007

Attestation:

ANZ National Bank Limited
by its Attorney

KAPUA KATRINA GARDINER



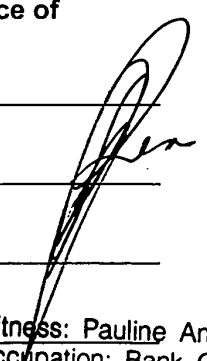
Executed by the Mortgagee giving consent by its
Attorneys in the presence of

Signature of witness

Name of witness

Occupation

Address


Witness: Pauline Ann Peri
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.

The ANZ National Bank Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **KAPUA KATRINA GARDINER**, Manager Lending Services of Auckland in New Zealand, certify that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

SIGNED by the abovenamed)
Attorney at Auckland on this)
14th day of May 2007)


KAPUA KATRINA GARDINER