Easement Instrument to Grant Ease
Sections 90A and 90F, Land Transfer Act 1

EI 7738117.4 Easement I
Cpy – 01/01, Pgs – 008, 04/03/08, 13:44
DocID: 212150197

Land Registration District

Nelson

Grantor *surname must be underlined or in CAPITALS*

Urs Felix UHLMANN and Kerstin UHLMANN

Grantee *surname must be underlined or in CAPITALS*

NETWORK TASMAN LIMITED

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

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 18th day of February 2008

Attestation

Urs Felix UHLMANN by his attorney **Kerstin UHLMANN by her attorney** Signature of **Grantor**	Signed in my presence by the Grantor Signature of Witness: **Witness to complete in BLOCK letters** *(unless typewritten or legibly stamped)* Witness name Terence Allan Frater Occupation Legal Executive Address MOTUEKA

Signed for and on behalf of **NETWORK TASMAN LIMITED** by two if its attorneys: COLIN KEITH STARNES Attorney OLIVER RUPERT KEARNEY Attorney Signature of **Grantee**	Signed in my presence by the Grantee Signature of Witness: **Witness to complete in BLOCK letters** *(unless typewritten or legibly stamped)* Witness name Occupation PETER JACK HULME ~~EASEMENT OFFICER~~ RICHMOND 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.

Certificate of Non-Revocation of Power of Attorney

I, **PHILIP WILLIAM EARL DONALDSON** of Motueka in New Zealand, Solicitor, hereby certify:

1. **THAT** by Deed dated the 9th of January 2008 **URS FELIX UHLMANN** of Motueka in New Zealand, Businessman appointed me his 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 the death or otherwise of the said **URS FELIX UHLMANN**.

3. **THAT** a copy of the said Deed was deposited with Land Information New Zealand on the 22nd day of January 2008 under registered number 705937.

SIGNED at Motueka this 18th day of February. 2008

PHILIP WILLIAM EARL DONALDSON

Certificate of Non-Revocation of Power of Attorney

I, **PHILIP WILLIAM EARL DONALDSON** of Motueka in New Zealand, Solicitor, hereby certify:

1. **THAT** by Deed dated the 9th of January 2008 **KERSTIN UHLMANN** of Motueka in New Zealand, Businesswoman appointed me her 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 the death or otherwise of the said **KERSTIN UHLMANN**.

3. **THAT** a copy of the said Deed was deposited with Land Information New Zealand on the 22nd day of January 2008 under registered number 705935.

SIGNED at Motueka this 18th day of February 2008

PHILIP WILLIAM EARL DONALDSON

ANNEXURE SCHEDULE 1

Schedule A *Continue on additional Annexure Schedule if required*

Purpose of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement in gross
Right to Convey Electricity, Telecommunications and Computer Media	On DP 392992 'A' 'B' 'C' & 'F' 'D' & 'G' 'E' & 'H'	 Lot 2 DP 392992 (CT 372678) Lot 3 DP 392992 (CT 372679) Lot 4 DP 392992 (CT 372680) Lot 5 DP 392992 (CT 372681) Lot 6 DP 392992 (CT 372682)	Easement in Gross

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** by the provisions set out in Annexure Schedule 2.

ANNEXURE SCHEDULE 2

The Grantee (together with its successors and assigns) has the right liberty and privilege now, and at any time hereafter in perpetuity, by way of easement in gross to erect use replace add to and maintain "Works" (as defined herein) on or under that part/those parts of the land shown in Schedule A as the Easement Area and such other parts of the Land as are reasonably required for any necessary supporting structures forming part of the Works, together with the following:-

1. The full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee (together with its servants, agents and workmen with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purposes) to enter upon such part of the Land and by such route as is reasonable in the circumstances, and to remain there for any reasonable time for the purpose of constructing, using, replacing, adding to and maintaining the Works, and to open up the soil of the Easement Area to such extent as may be necessary or reasonable in that regard provided that as little disturbance as possible is caused to the surface of the Easement Area and the surface is restored as nearly as possible to its original condition, and any other damage done by reason of such operations is repaired.

2. The right to convey electricity, telecommunications and computer media in an unimpeded flow through the Works.

AND THE GRANTOR(S) hereby agrees and covenants/agree and covenant (jointly and severally) with the Grantee as follows:-

(1) That the Grantor(s) will not be entitled to any compensation from the Grantee (or its servants, agents or workmen) in respect of the grant effected by this easement instrument; and

(2) The Grantor(s) will not at any time hereafter (in perpetuity) place erect or cause to be placed or erected on any parts of the Easement Area any buildings, paths, drives, walls, fences or other improvements nor plant any trees, shrubs or other vegetation without the written consent of the Grantee first had and obtained and will not permit any such trees, shrubs or other vegetation to cause any interference with the works.

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

(3) All works on the Easement Area will at all times remain solely subject to the supervision and control of the Grantee and will at all times remain the property of the Grantee;

(4) The Grantee may exercise and enjoy all rights, immunities from liability, powers and remedies to which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at common law without being limited or restricted by anything in this easement instrument.

AND THE GRANTOR(S) AND THE GRANTEE hereby agree and covenant that in the event of any dispute or difference arising between them in any way arising out of or in connection with this easement instrument, such dispute or difference will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:-

A The arbitrator is to be jointly agreed upon between the parties;

B If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, either party may require the president of the Nelson District Law Society to nominate an arbitrator and that nomination will bind the parties;

C The reference is a reference to single arbitration under the Arbitration Act 1996;

D The arbitrator's decision is final and binding and may include:

(i) An order for costs;

(ii) An order for enforcement;

(iii) Interest on moneys payable.

The expression "Works" used in this easement instrument means any "electrical installation", "associated equipment", "existing works" and "works" all as defined in the Electricity Act 1992, and any installation, equipment, fittings and works of any nature in respect of the exercise by the Grantee of the rights granted by clause 2.

The rights and powers granted by this easement instrument are in addition to (and not in substitution for) the rights set out in Schedule 4 of the Land Transfer Regulations 2002, and such rights will be interpreted and applied mutatis mutandis.

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

Certificate of Non Revocation of Power of Attorney

We COLIN KEITH STARNES

and OLIVER RUPERT KEARNEY

hereby certify:

1. That by deed dated the 28th day of July 2006 in New Zealand Network Tasman Limited appointed us as two of its attorneys on the terms and subject to the conditions set out in the said deed.

2. That the said deed has been deposited at Land Information New Zealand on 9 August 2006 under number 6982868.1.

3. That at the date hereof we have not received any notice or information of the revocation of that appointment.

Signed at Nelson this 20th day of FEBRUARY 2008

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

ANNEXURE SCHEDULE – CONSENT FORM

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)*
Bank of New Zealand	Mortgage under mortgage 6104112.3

Consent

Delete words in [ ] if inconsistent with the consent
State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent]

the **Person giving consent hereby consents** to an Easement Instrument granting right to convey Electricity, Telecommunications and computer media in gross in favour of Network Tasman Limited over the areas marked A, B, C, D, E, F, G and H on LT Plan 392992 in respect of the land in Certificates of Title 372678, 372679, 372680, 372681 and 372682.

Dated this 27th day of February 2008

Attestation:

	Signed in my presence by the Person giving consent
Bank of New Zealand SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney Andrew Mark Rainey	*Signature of Witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness: Occupation: FERILA JAY TO NIKO BANK OFFICER BANK OF NEW ZEALAND WELLINGTON Address:
Signature [Common seal] of person giving consent	

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.

Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Andrew Mark Rainey, Bank Officer of Wellington, New Zealand certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.

2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1

3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this 27th day of February 2008

[Full name] Andrew Mark Rainey