Easement Instrument to Grant Easement

Sections 90A and 90F, Land Transfer Act 19[illegible]

EI 7738117.5 Easement I
Cpy – 01/01, Pgs – 008, 04/03/08, 13:44
DocID: 212150198

Land registration district

Nelson

Grantor *Surname must be underlined*

Urs Felix UHLMANN and Kerstin UHLMANN

Grantee *Surname must be underlined*

Urs Felix UHLMANN and Kerstin UHLMANN

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 18th day of February 2008

Attestation

Urs Felix UHLMANN by his attorney	**Signed in my presence by the Grantor**
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
Kerstin UHLMANN by her attorney	**Witness name** Terence Allan Frater
	Occupation Legal Executive
	MOTUEKA
	Address
Signature [common seal] of Grantor	

Urs Felix UHLMANN by his attorney **Kerstin UHLMANN by her attorney** **Signature [common seal] of Grantee**	**Signed in my presence by the Grantee** *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** Terence Allan Frater **Occupation** Legal Executive **Address** MOTUEKA

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 **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

ANNEXURE SCHEDULE 1

Easement instrument Dated 18th February 2008 Page 2 of 3 pages

Schedule A *Continue on 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 and Right to Drain Water and Sewage	A on DP 392292	Lot 2 DP 392992 CT 372678	Lots 3-6 DP 392992 CsT 372679, 372680, 372681 & 372682
	B on DP 392292	Lot 3 DP 392992 CT 372679	Lots 2,4-6 DP 392992 CsT 372678, 372680, 372681 & 372682
	C & F on DP 392292	Lot 4 DP 392992 CT 372680	Lots 2, 3, 5 & 6 DP 392992 CsT 372678, 372679, 372681 & 372682
	D & G on DP 392992	Lot 5 DP 392992 CT 372681	Lots 2, 3, 4 & 6 DP 392992 CsT 372678, 372679, 372680 & 372682
	E & H on DP 392992	Lot 6 DP 392992 CT 372682	Lots 2-5 DP 392992 CsT 372678, 372679, 372680 & 372681
Right to Drain Water	I on DP 392992	Lot 4 DP 392992 CT 372680	Lots 3,5 & 6 DP 392992 CsT 372679, 372681 & 372682
Right to Drain Water and Sewage	A on DP 392992	Lot 2 DP 392992 CT 372678	Lot 1 DP 392992 CT 372677
	B on DP 392992	Lot 3 DP 392992 CT 372679	
	C on DP 392992	Lot 4 DP 392992 CT 372680	

Easements or *profits à prendre* rights and powers (including terms, covenants, and conditions)

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 added to** by:

[the provisions set out in Annexure Schedule 2]

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

ANNEXURE SCHEDULE 2

Where there is a conflict between the provisions of Schedule 4 of the Land Transfer Regulations 2002 and Schedule 9 of the Property Law Act 1952, the provisions of Schedule 9 must prevail.

Where there is a conflict between the provisions of Schedule 4 and/or Schedule 9, and the modifications in this Easement Instrument, the modifications must prevail.

1. Any maintenance, repair or replacement of the easement facilities on the servient or dominant land that is necessary because of any act or omission by the Grantor or the Grantee (which includes agents, employees, contractors, subcontractors and invitees of that Grantor or Grantee) must be carried out promptly by that owner and at that owner's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with Clause 11 of the said Schedule 4 or in accordance with the following provision as the circumstances may require).

2. The rights and obligations for all other maintenance of the right of way shall be in accordance with the following six (6) shares:

   One share for each of Lots, 2, 3, 5 and 6 DP 392992 and two shares for Lot 4 DP 392992, the main body of which has two entry points.

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 rights of way, rights to convey water and rights to drain water and sewage over the areas marked A, B, C, D, E, F, G, H and I 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:

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

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