Easement instrument to grant easement ~~or profit à prendre or create land covenant~~

Sections 90A and 90F, Land Transfer Act 1952

2003/6180EF
Approved
Registrar-General of Land

EI 6809148.4 Easem
Cpy - 01/01, Pgs - 005, 30/03/06, 11
DocID: 211700810

Land registration district

NELSON

Grantor *Surname(s) must be underlined or in CAPITALS.*

Hilbrand Anthonius DEN BOON, Maria Lucie Therese Ghislaine DEN BOON and Fletcher Vautier Moore Trustees Limited

Grantee *Surname(s) must be underlined or in CAPITALS.*

Alice Mary Holmes and Patrick Thurston Holmes as to a ½ share, and

Alice Mary Holmes and Kennedy & Associates Trustee Company Limited as to a ½ 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 29th day of March 2006

Attestation

Signed for and on behalf of Fletcher Vautier Moore Trustees Limited by its Directors ..... Director ..... Director **Signature [Common Seal] of Grantor**	**Signed ~~in my presence~~ by the Grantor** ..... ~~Signature of Witness~~ Witness to complete in BLOCK letters (unless legibly printed) ~~Witness name:~~ ~~Occupation:~~ ~~Address:~~
Signed for and on behalf of Kennedy & Associates Trustee Company Limited by its Director ..... A. M. Holmes ..... **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:** VIANNI ROSE JENKINS **Occupation:** Law Clerk To Kennedy & Associates **Address:** Solicitors 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.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement Instrument	Dated	29.3.06	Page	2	of	15	Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of *"Attestation"*

Hillbrand Anthonius Den Boon 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 Christopher Colin Wright Occupation Solicitor Address NELSON

Maria Lucie Therese Ghislaine Den Boon 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 Christopher Colin Wright Occupation Solicitor Address 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 1

2003/6180EF Approved Registrar-General of Land

Easement instrument Dated 29.3.06 Page 3 of 5 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 to convey electricity	G	CT NL3D/1178	CT's 252955 & 252956

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 provided 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] ~~[negatived] [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].

[~~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

Insert below:-
"Mortgage", "Transfer", "Lease" etc

Easement	dated	29.3.06	page	4	of	5	pages

ANNEXURE SCHEDULE 2

The rights and powers implied in specific classes of easement below are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952. Those implied rights and powers are added to by the provisions set out below.

A DEFINITIONS

1. In this transfer unless the context indicates otherwise:
   - 1.1 the "servient land" is the land owned by the Grantor described on page 1;
   - 1.2 the "dominant land" is the land owned by the Grantee and contained in certificates of title 252955 & 252956 ;
   - 1.3 the "easement area " is that part of the servient land marked G on deposited plan 362048; and
   - 1.4 the "easement rights" are the rights described in section 2.

B. RIGHT TO CONVEY ELECTRICITY

21. The Grantor grants to the Grantee the right for the Grantee, the Grantee's tenants, agents, workmen, licensees and invitees (in common with the Grantor, the Grantor's tenants and any other persons lawfully entitled to do so):
   - 2.1 to convey electricity at all times in any quantity in a free and unimpeded flow along the conduits, cables or wires described in clauses 2.2 or 2.3 (as the case may be);
   - 2.2 to use any conduits, cables or wires already laid in and under the soil of the easement area for the purpose described in clause 2.1;
   - 2.3 where no conduits, cables or wires already exist, to lay and maintain conduits, cables or wires in and under the soil of the easement area for the purpose described in clause 2.1; and
   - 2.4 to enter on to the ~~servient land~~ easement area (at any times, on any notice and by any route which is reasonable in the circumstances) with any tools, equipment, machinery and vehicles which are necessary and to remain there for any reasonable time for the purpose of laying, inspecting, repairing, maintaining and renewing the conduits, cables or wires and to dig up the soil of the ~~servient land~~ easement area to the extent necessary and reasonable, but in doing so the Grantee must:
     - 2.4.1 cause as little disturbance as reasonably possible to the surface of the ~~servient land~~ easement area
     - 2.4.2 restore the surface of the ~~servient land~~ easement area as nearly as possible to its original condition; and
     - 2.4.3 restore any other consequential damage.purpose.

C GENERAL COVENANTS

3. The grant of the easement rights will be forever appurtenant to each and every part of the dominant tenement.
4. No power is implied for the Grantor to terminate the easement rights for breach of any provision in this transfer by the Grantee or for any other cause, it being the parties' intention that the easement rights will continue forever unless surrendered.
5. The Grantor will not do anything which interferes with or restricts the rights of the Grantee or other authorised persons in relation to the easement rights.
6. ~~The right of way is in those rights set out in Schedule 4 of the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952.~~

D DEFAULT

7. If either party fails ("defaulting party") to perform or join with the other party ("other party") in performing any obligation under this transfer, the following provisions will apply:

7.1. the other party may serve a written notice on the defaulting party ("default notice") specifying the default and requiring the defaulting party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the default notice, the other party may perform the obligation;

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7.2.if after the expiry of one month from service of the default notice, the defaulting party has not performed or joined in performing the obligation, the other party may:

7.2.1 perform the obligation; and

7.2.2 for that purpose enter on to the dominant land or the servient land;

7.2.3 the defaulting party must pay to the other party the costs of:

7.2.4 the default notice; and

7.2.5 the other party in performing the obligation of the defaulting party;
within one month of receiving written notice of the other party's costs; and

7.2.6 the other party may recover any money payable under clause 7.3 from the defaulting party as a liquidated debt.

E. DISPUTES

8 . If any dispute or difference arises in any way out of or in connection with the easements referred to herein the parties agree to discuss the matter fully in the spirit of goodwill and co-operation with a view to reaching a resolution, for the purposes of which either party may require the other to enter mediation in the manner adopted by LEADR or any equivalent facility for alternative dispute resolution available in New Zealand. If the parties cannot resolve any such dispute or difference, and such dispute cannot be resolved through mediation, either party may require the matter to be referred to the arbitration of a single arbitrator on the following terms:-

8.1. The arbitrator is to be jointly agreed upon by the parties;

8.2. If the parties fail to agree upon an arbitrator within 7 days of the issue being submitted to them any party may require the president of the Nelson District Law Society to nominate an arbitrator and that nomination will then bind the parties;

8.3 The reference is reference to arbitration under the Arbitration Act 1996;

8.4 The arbitration decision is final and binding and may include:

i. An order for costs;

ii. An order for enforcement;

iii. Interest on moneys payable.

9. Any maintenance, repair or replacement of any Easement Facility (as that term is defined in Schedule 4 of the Land Transfer Regulations 2002) that is necessary because of any act or omission by the owner of the servient land (which includes any agents, employees, contractors, sub contractors or invitees of the owner) must be carried out promptly by that owner at the sole cost of that owner or in such proportion as relates to the act or omission.

10. It is hereby acknowledged by the parties that Hilbrand Anthonius Den Boon, Maria Lucie Therese Ghislaine Den Boon and Fletcher Vautier Moore Trustees Limited have executed this Easement Instrument in their capacity of Trustees of the H A & M L T G Den Boon Family Trust and that their liability (if any) hereunder is not an unlimited personal liability but limited to the assets for the time being of the H A & M L T G Den Boon Family Trust.

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