

Approved by Registrar-General of Land under No. 2002/6055

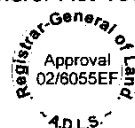
Easement instrument to grant easement or profit à prendre, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

EI 5930276.2 Easement I

Land registration district

NELSON



Cpy - 01/01, Pgs - 008, 11/03/04, 11:42



DocID: 211073468

Grantor

Surname(s) must be underlined or in CAPITALS.

KARAPOTI DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

KARAPOTI DEVELOPMENTS LIMITED

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).

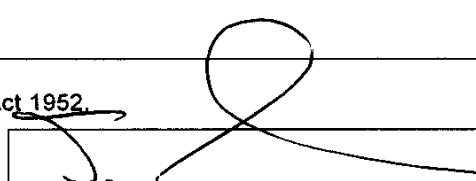
Dated this 2nd day of February March 2004

Attestation

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

 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 Occupation 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.

Approved by Registrar-General of Land under No. 2002/6055
Annexure Schedule 1



Easement instrument

Dated **2 March 2004**

Page **1** of **2** 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)
The restrictive Land Covenant and positive land covenant set out in Annexure Schedule 2		Lot 13 DP 328824 117685	Lot 26 DP 328824
		Lot 14 DP 328824 117686	Lot 26 DP 328824
		Lot 15 DP 328824 117687	Lot 26 DP 328824
		Lot 16 DP 328824 117688	Lot 26 DP 328824
		Lot 18 DP 328824 117690	Lot 26 DP 328824
		Lot 19 DP 328824 117691	Lot 26 DP 328824 117697

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 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 ~~[varied] [negated] [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].~~

~~[Annexure Schedule 2].~~

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

Annexure Schedule 2



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

2 March 2004

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Pages

(Continue in additional Annexure Schedule, if required.)

Land Covenant

The registered proprietor of the Servient Tenement will not object, and if requested will provide its consent, to any resource consent application by Karapoti Developments Limited in respect of the Dominant Tenement.

The registered proprietors of the Servient and Dominant Lots acknowledge that the above restriction shall last for 21 years from the date of this instrument.

To The Land Registrar:

Please note the above covenants on the Certificates of Title for the Dominant Lot.

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

Land Covenant

Dated

2 March 2004

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pages

(Continue in additional Annexure Schedule, if required.)

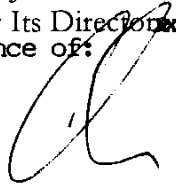
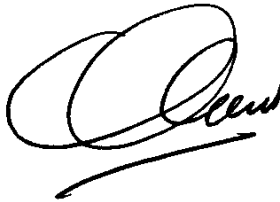
CAVEATOR'S CONSENT

NELSON PROJECTS 9 LIMITED as Caveator pursuant to Caveat No. 5883254. ~~X~~ 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 Allen
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

Land Covenant

Dated

2 March 2004

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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.

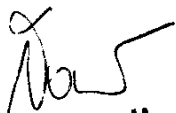
DATED 2nd day of March 2004

Signed by

WESTPAC BANKING CORPORATION

by its attorney

in the presence of:



Mariana 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.



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

