

**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

Land registration district

WELLINGTON

EI 7405130.4 Easement I

Cpy - 01/01, Pgs - 005, 06/06/07, 09:50



DocID: 411869061

Surname(s) must be underlined or in CAPITALS.

Grantor

VIRGINIA ROAD HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

WANGANUI DISTRICT COUNCIL

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 1st day of

February 2007

Attestation

John Desmond LUFF - Director

Robert Cam TURNER - 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:



Signature [Common Seal]
of Grantee

~~Signed in my presence by the Grantee.~~ The Common Seal
of the WANGANUI DISTRICT COUNCIL was hereto
affixed by and in the presence of:

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Occupation:

Address:

Mavor

Chief Executive

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.

Annexure Schedule 1

2003/6180EF
Approved
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Easement instrument

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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)
Continued on annexure Schedule page 3			

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.

[Handwritten signatures and initials]

Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Easement instrument

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* Insert type of instrument.

Continue in additional Annexure Schedule if required.

Continuation of "Schedule A":

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Stormwater & Sewage Drainage	Shown on DP 378698		WANGANUI DISTRICT COUNCIL (in gross)
	E, M	Lot 48 316049	
	F	Lot 36 316045	
	G	Lot 35 316044	
	H	Lot 34 316043	
	I	Lot 33 316042	
	N	Lot 28 316037	
	O	Lot 27 316036	
Stormwater Drainage	D	Lot 38 316047	
	P	Lot 26 316035	
	L, Q, S	Lot 48 316049	
Sewage Drainage	J	Lot 33 316042	
	K	Lot 32 316041	
	L	Lot 48 316049	

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.

IRB-398891-10-D14-V1

Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Easement instrument

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* Insert type of instrument.

Continue in additional Annexure Schedule if required.

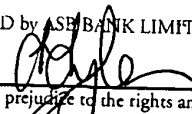
CONSENT OF MORTGAGEE

ASB BANK LIMITED as Mortgagee under Mortgage No. 6700540.1 hereby consents to the within easement.

DATED this day of **14 FEB 2007**

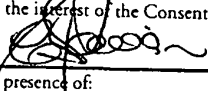
SIGNED by **ASB BANK LIMITED**
by its attorney/s
In the presence of:

SIGNED by ASB BANK LIMITED by its Attorney


without prejudice to the rights and powers existing
under the interest of the Consentor

Shelley Anne Sylvia

In the presence of:


Christine Sauvarin

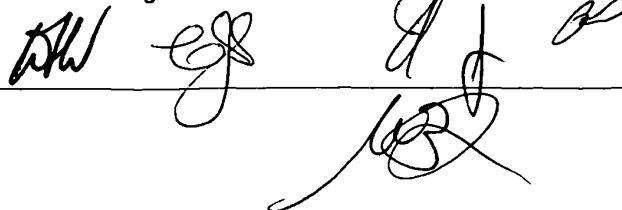
Signature of Witness:

Witness:
Bank Officer, AUCKLAND

Full name of Witness:

Occupation:

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.



ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Shelley Anne Sylvia of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of
Manager Security Alterations and Settlements, Lending Services, with
ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or
information of the revocation of that appointment by the winding up of
the said company or otherwise.



Shelley Anne Sylvia

SIGNED at Auckland this day of **14 FEB 2007** 200