



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier 20850
Land Registration District South Auckland
Date Issued 11 July 2002

Prior References
SA6B/1126

Estate Fee Simple
Area 8085 square metres more or less
Legal Description Lot 5 Deposited Plan 305093

Registered Owners
Andrew Ray Overall and Debra Overall

Interests

Land Covenant in Transfer H232132 - 16.5.1979 at 10.49 am

Subject to an electricity easement in gross over part marked D on DP 305093 in favour of WEL Networks Limited created by Transfer 5281036.3 - 11.7.2002 at 9:00 am

The easement created by Transfer 5281036.3 is subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right of way, right to convey water, telecommunications & electricity specified in Easement Certificate 5281036.4 - 11.7.2002 at 9:00 am

Subject to a right of way, right to convey water, telecommunications & electricity over part marked D on DP 305093 specified in Easement Certificate 5281036.4 - 11.7.2002 at 9:00 am

The easements specified in Easement Certificate 5281036.4 are subject to Section 243 (a) Resource Management Act 1991
11476488.1 Mortgage to Kiwibank Limited - 3.7.2019 at 6:33 pm

\$ 830

15J 21060 H232132T

830

MEMORANDUM OF TRANSFER

ROBERT BERTRAM KEITH GARDINER of Hamilton, Chartered Accountant,
ROBERT WILLIAM RANDALL MCKINNON of Hamilton, Solicitor and
JOHN CHARLES WARREN of Okaroire, Farmer (hereinafter referred to
as "the Transferors") being registered as the proprietors of an
estate in fee simple subject however, to such encumbrances, liens
and interests as are notified by memoranda underwritten or endorsed
hereon, in all those pieces of land situated in the Provincial
District of Auckland containing Firstly; FOUR DECIMAL NOUGHT FOUR NINE FOUR
(4.0494 ha) hectares more or less being Lot 4 on Deposited Plan S.10651

and being part Allotment 59 Parish of Tamahere and being all the land
comprised and described in Certificate of Title Volume 6B folio 1124
(South Auckland Registry) and subject to; Fencing Covenant contained
in Transfer S.591156 Secondly; FOUR DECIMAL ONE NINE THREE SIX HECTARES
(4.1936 ha) more or less being Lot 6 on Deposited Plan S.10651 and
being part Allotment 59 Parish of Tamahere and being all
the land comprised and described in Certificate of Title Volume 6B
folio 1126 (South Auckland Registry and subject to; Fencing Covenant
contained in Transfer S.591156 IN CONSIDERATION of the sum of EIGHTY THREE

THOUSAND DOLLARS (\$83,000.00) paid to me by BRIAN WILLIAM JOHANSEN of
Walton, Farmer and PATRICIA LINDA MARY JOHANSEN his wife (hereinafter
referred to as "the Transferees") (the receipt of which is hereby
acknowledged) DO HEREBY TRANSFER to the said BRIAN WILLIAM JOHANSEN
and PATRICIA LINDA MARY JOHANSEN all our estate and interest in the
said pieces of land above described to be held by the Transferees as
tenants in common in equal shares and the Transferees so as to bind
the lands above described DO HEREBY COVENANT AND AGREE with the Transferors
for the benefit of the land described in the first schedule hereto
that the Transferees will henceforth and at all times hereafter observe
and perform all the stipulations and restrictions contained in the
second schedule hereto to the end and intent that each of the said
stipulations and restrictions shall enure for the benefit of all the
land described in the first schedule hereto and for the benefit of the
registered proprietors thereof from time to time and the Transferees
DO HEREBY FURTHER COVENANT that they will at all times hereafter save
harmless and indemnified the Transferors from all proceedings costs
claims and demands in respect of breaches by the Transferees of the
covenants restrictions hereinbefore on their part contained or implied
and the Transferees further covenant that they will not call upon the
Transferors to pay for or contribute towards the cost of erection or
maintenance of any boundary fence between the above described land and
the adjoining land owned by the Transferors PROVIDED THAT this covenant
shall not enure for the benefit of the subsequent purchasers of such
adjoining land AND THE TRANSFERORS DO HEREBY COVENANT that they will
include all the stipulations and restrictions contained in the second
schedule hereto in any Agreement for the sale of Lot 5 on Deposited
Plan s.10651 and incorporate the said stipulations and restrictions in
the Memorandum of Transfer of Lot 5 on Deposited Plan S.10651 to the
end and intent that each of the said stipulations and restrictions
shall enure for the benefit of all the land described in the third
schedule hereto and each part thereof and for the benefit of the
registered proprietors thereof from time to time.

Lot 5
PPS
10651
68/1125

LVC1

B W Johansen

(Form No. 1)

Deposited
20.3.1979
for AVP

15 J 21060
B.W. + PLM Johansen
LVC1

STATUTORY DECLARATION TO BE MADE WHERE PURCHASER IS AN INDIVIDUAL

IN THE MATTER of the Land Settlement Promotion Act and Land Acquisition Act 1952, and
IN THE MATTER

(a) Set out nature of Transaction.

of (a) an Agreement for Sale and Purchase dated the 15th day of March 1979

(b) Full name

from (b) R.W.R. McKinnon, R.B.K. Gardiner, J.C. Warren as Vendor s

(c) Full name

(or Lessor) to (c) Brian William Johansen and Patricia Linda Mary Johansen

(d) Official description of land

as Purchaser (or Lessor) affecting all that parcel of land (d) being Lot 4 on DPS 10651 part Allot. 59 Parish of Tamahere in C.T. 6B/1124; and Lot 6 on DPS 10651 part Allot 59 Parish of Tamahere, C.T. 6B/1126 (South Auckland Registry) being all part of the land comprised and described in certificate of title, Volume

folio () Land Registry).

(e) Full name, address, and occupation

I, (e) BRIAN WILLIAM JOHANSEN of Walton, Farmer

solemnly and sincerely declare :-

1. That I am ^{one of} the purchasers (or lessor) above-named of the land above described

2. I have entered into the transaction solely on my behalf as the person beneficially entitled thereunder.

3. That I do not own, lease, hold or occupy in fee simple or under any tenure of more than one year's duration either severally, jointly, or in common with any other person, any farm land, as defined in the Land Settlement Promotion and Land Acquisition Act, 1952, outside a city or borough or town district, and that I have no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.

4. ~~(+) That I am unmarried.~~

Or

4. () That my wife (or husband) does not own, lease, hold, or occupy in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, and that she (or he) has no estate or interest whether legal or equitable and whether vested or contingent under any trust, will, or intestacy, in any such farm land.

5. That no company of which I or my wife (or husband) is a member, the members of which are less than ten in number, owns, leases, holds, or occupies in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person any farm land as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will in any such farm land.

6. That I have attained the age of 17 years. ~~(Or That neither my father nor my mother owns, leases, holds, or occupies in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land).~~

7. That I have not since the passing of the above-mentioned Act (namely, the 16th day of October 1952) transferred, granted, leased, or otherwise disposed of any estate or interest in farm land, as so defined, to any person as a trustee for any person or created any trust in respect of any estate or interest in any such farm land.

(f) Delete clause not applicable

Where the declaration is made pursuant to section 35E of the Act

~~8. (a) I am a British subject, but not a New Zealand citizen, (or I am a British protector person within the meaning of the British Nationality and New Zealand Citizenship Act 1948).~~

~~(b) I have resided in New Zealand for not less than 2 1/2 years during the period of 3 years immediately preceding the date of the transaction, and intend to continue to reside permanently in New Zealand.~~

9. The transaction is not subject to Part IIA of the Act because -

~~(a) The transaction does not relate to any land of any of the classes described in Paragraph (1) of subsection (1) of Section 35B of the said Act (as substituted by Section 2 of the Land Settlement Promotion and Land Acquisition Amendment Act 1969).~~

Or, where the purchaser or lessee is not a trustee
Delete paragraphs not applicable

I am a New Zealand citizen, and so declare because

~~(a) Immediately before the date of commencement of the British Nationality and New Zealand Citizenship Act 1948 I was a British subject, and I was born within the territories comprised at the commencement of that Act in New Zealand and would have been a New Zealand citizen if section 6 of that Act had been in force at the time of my birth (or I was ordinarily resident in New Zealand at the commencement of that Act and had been so resident throughout the period of 12 months immediately preceding the commencement of that Act).~~

~~(b) I am a personal naturalised in New Zealand.~~

~~(c) I am registered as a New Zealand citizen.~~

(d) I am a New Zealand citizen by birth.

~~(e) I am a New Zealand citizen by descent.~~

~~(f) I am the wife of _____ who is qualified as a New Zealand citizen as set out in paragraph _____ above.~~

(g)

Or, where the purchaser or lessee is a trustee

~~I am the purchaser (lessee as trustee under the following trust and every beneficiary under the trust is a New Zealand citizen (or every beneficiary under the trust who is an individual is a New Zealand citizen and no beneficiary under the trust that is a body corporate is an overseas corporation as defined in section 35A of the Act).~~

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Hamilton

this 21st day of March 1979

before me -

B. W. Johansen

TOISK

Justice of the Peace
or Solicitor of the Supreme Court
(or other person authorised to take and receive statutory declarations)

LVC1

b**
b**

PLM Johansen (Form No. 1)

deposited
22 3 1979
for ANP

15 J 21060
BW + PLM Johansen
LVC1

STATUTORY DECLARATION TO BE MADE WHERE PURCHASER IS AN INDIVIDUAL

IN THE MATTER of the Land Settlement Promotion Act and Land Acquisition Act 1952, and
IN THE MATTER

(a) Set out nature of Transaction. of (a) an Agreement for Sale and Purchase dated the 15th day of March 19 79

(b) Full name from (b) R. W. R. McKINNON, R. B. K. Gardiner, J. C. Warren as Vendor

(c) Full name ~~(or lessee)~~ to (c) Brian William Johansen and Patricia Linda Mary Johansen

(d) Official description of land as Purchaser ~~(or lessee)~~ affecting all that parcel of land (d) being Lot 4 on DPS 10651 part Allot. 59 Parish of Tamahere in C.T. 6B/1124; Lot 6 on DPS 10651 part Allot. 59 Parish of Tamahere C.T. 6B/1126 (South Auckland Registry) being all/part of the land comprised and described in certificate of title, Volume

folio (Land Registry).

(e) Full name, address, and occupation I, (e) PATRICIA LINDA MARY JOHANSEN of Walton, Married Woman

solemnly and sincerely declare:-

one of
1. That I am the purchaser ~~(or lessee)~~ above-named of the land above described

2. I have entered into the transaction solely on my behalf as the person beneficially entitled thereunder.

3. That I do not own, lease, hold or occupy in fee simple or under any tenure of more than one year's duration either severally, jointly, or in common with any other person, any farm land, as defined in the Land Settlement Promotion and Land Acquisition Act, 1952, outside a city or borough or town district, and that I have no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.

4. ~~() That I am unmarried.~~

Or

4. () That my wife ~~(or husband)~~ does not own, lease, hold, or occupy in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, and that ~~she (or he)~~ has no estate or interest whether legal or equitable and whether vested or contingent under any trust, will, or intestacy, in any such farm land.

5. That no company of which I or my wife ~~(husband)~~ is a member, the members of which are less than ten in number, owns, leases, holds, or occupies in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person any farm land as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will in any such farm land.

6. That I have attained the age of 17 years. ~~(Or That neither my father nor my mother owns, leases, holds, or occupies in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land).~~

7. That I have not since the passing of the above-mentioned Act (namely, the 16th day of October 1952) transferred, granted, leased, or otherwise disposed of any estate or interest in farm land, as so defined, to any person as a trustee for any person or created any trust in respect of any estate or interest in any such farm land.

(f) Delete clause not applicable

Where the declaration is made pursuant to section 35E of the Act

8. ~~(a) I am a British subject, but not a New Zealand citizen. (or, I am a British protected person within the meaning of the British Nationality and New Zealand Citizenship Act 1948).~~
~~(b) I have resided in New Zealand for not less than 2 1/2 years during the period of 3 years immediately preceding the date of the transaction, and intend to continue to reside permanently in New Zealand.~~

9. The transaction is not subject to Part IIA of the Act because -

~~(a) The transaction does not relate to any land of any of the classes described in Paragraph (f) of subsection (1) of Section 35B of the said Act (as substituted by Section 2 of the Land Settlement Promotion and Land Acquisition Amendment Act 1969).~~

Or, where the purchaser or lessee is not a trustee Delete paragraphs not applicable

I am a New Zealand citizen, and so declare because

~~(a) Immediately before the date of commencement of the British Nationality and New Zealand Citizenship Act 1948 I was a British subject, and I was born within the territories comprised at the commencement of that Act in New Zealand and would have been a New Zealand citizen if section 6 of that Act had been in force at the time of my birth (or I was ordinarily resident in New Zealand at the commencement of that Act and had been so resident throughout the period of 12 months immediately preceding the commencement of that Act).~~

(b) I am a personal naturalised in New Zealand.

(c) I am registered as a New Zealand citizen.

(d) I am a New Zealand citizen by birth.

(e) I am a New Zealand citizen by descent.

(f) I am the wife of _____ who is qualified as a New Zealand citizen as set out in paragraph _____ above.

(g)

Or, where the purchaser or lessee is a trustee

~~I am the purchaser (lessee as trustee under the following trust and every beneficiary under the trust is a New Zealand citizen (or every beneficiary under the trust who is an individual is a New Zealand citizen and no beneficiary under the trust that is a body corporate is an overseas corporation as defined in section 35A of the Act).~~

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Hamilton
this 21st day of March 1979
before me -

P. Johnson

D. S. M. i
Justice of the Peace
or Solicitor of the Supreme Court
~~(or other person authorised to take and receive statutory declarations)~~

b6.
b7c

2103
y/lir

SIGNED by the abovenamed)
JOHN CHARLES WARREN as)
Vendor in the presence of:)



THE UNITED STATES DEPARTMENT OF JUSTICE

3
John C. Warren
H. H. H.

DO NOT SIGN

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER OF

[Signature]
Solicitor for Transferee.

..... Transferor

..... Transferee

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

.....
Solicitor for the purchaser or lessee.

[Faint, mostly illegible text, likely the body of the transfer deed]

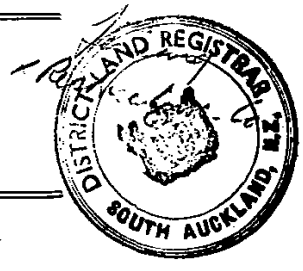
Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

[Signature]

Assistant Land Registrar
of the District of South Auckland

IF

Stat. Dept. filed
22.3.79



MAY 16 10 49 AM '79

District Land Registry
Hamilton No.2
232132
6B/1124
6B/1126

H



TRANSFER
Land Transfer Act 1952

E 5281036.3 GRANT OF EASEMENT W1
CPY-01/01.PGS-007.11/07/02.12:27



DocID: 510421579

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

SOUTH AUCKLAND

Certificate of Title No.

~~20846~~, 20847, 20848
20849, 20850

All or Part? Area and legal description — *Insert only when part or Stratum, CT*

ALL

Transferor Surnames must be underlined

Graeme Thomas HORGAN and Glenice Evelyn HORGAN

Transferee Surnames must be underlined

WEL Networks Limited

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

Electricity Easement in Gross (continued on page 2 annexure schedule)

Consideration

\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 19 day of December 2001

Attestation

Signature, or common seal of Transferor

Signed in my presence by the Transferor

Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name JOHN KENNETH BENNETTS

Occupation Farmer

Address 41 Woodcock Rd RD3 Hamilton

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4130

Solicitor for the Transferee

Approved by Registrar-General
of Land under No. 1995/1003

TRANSFER

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF: 4130

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

Annexure Schedule

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

Transfer

Dated 19 December 2001

Page 2 of 4 Pages

Continuation of "Estate or Interest or Easement to be created"

The Transferee will have a perpetual easement in gross for electricity purposes on the terms set out in and over those parts of the land marked "A", "B", "C", and "D" on LT Plan number 305093 ("the Electricity Easement"). Those parts of the land subject to the Electricity easement are referred to as "the Electricity Easement Land".

EASEMENT TERMS

1. The full and free right, liberty and licence for all times, for the Transferee, its engineers, surveyors, servants, agents, employees, contractors and invitees with or without vehicles, whether laden or unladen, and with materials, machinery and implements, from time to time and at all times:
 - a) to convey electric power through the Electricity Easement Land by means of Overhead and/or Underground, Cable, Cables or Works;
 - b) to lay in place, and maintain at a depth of not less than 600 millimetres from the surface, in and under the soil of the Electricity Easement Land such Underground Cable, Cables or Works or as the case may be, to erect, construct and maintain Underground Cable, Cables or Works from time to time under the Electricity Easement Land;
 - c) to enter, and remain on, the Electricity Easement Land for the purposes of laying, maintaining, inspecting, repairing, renewing, erecting, constructing, replacing or altering the Overhead and/or Underground cable, Cables or Works as the case may be and opening up the soil of the Electricity Easement Land make any cuttings, fillings, grades, batters or trenches, and to reopen the same and generally do and perform such acts or things on the Electricity Easement Land as may be necessary to enable the Transferee to receive the full free use and enjoyment of the rights and privileges granted by this Memorandum of Transfer:
 - d) to use the Overhead and Underground Cable, Cables or Works for the purpose of electricity without interruption nor impediment (except during any periods of inspection, repair, renewal, replacement or alteration).

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signatures and initials]

Annexure Schedule

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

Transfer

Dated 12 December 2001

Page 3 of 4 Pages

Continuation of "Estate or Interest or Easement to be created"

2. In laying, erecting, constructing, maintaining, inspecting, repairing, replacing or altering an Overhead and/or Underground Cable, Cables or Works over or under the Electricity Easement Land the Transferee will:
 - a) give to the Transferor reasonable notice of the Transferee's intention to enter the Electricity Easement Land (but at any time and without notice in the case of an emergency);
 - b) make all reasonable attempts not to interfere with the business activity of the Transferor or the use of the Electricity Easement Land by the Transferor; and
 - c) at the sole expense of the Transferee restore the surface of the Electricity Easement Land as nearly as possible to its former condition to a good and workmanlike standard.
3. The Transferor will not place any buildings, erections, trees, shrubs or fences on the Electricity Easement Land and will not at any time do, permit or suffer any act which interferes or affects the rights, powers and privileges transferred to the Transferee by this Memorandum of Transfer.
4. The easements recorded in this Memorandum of Transfer are not in substitution for and are without prejudice to such statutory rights and authorities as the Transferee may have from time to time in respect of the land.
5. The ownership of the Overhead and Underground Cable, Cables or Works installed in, over or under the Electricity Easement Land from time to time by the Transferee will at all times remain vested in the Transferee. No person will have any interest in such Overhead or Underground Cable, Cables or Works by reason only of having an interest or estate in the Electricity Easement Land.
6. The Transferee may also enter from time to time such parts of the land immediately adjacent to the Electricity Easement Land as is necessary to be able to carry out the Transferee's rights and obligations in this Memorandum of Transfer.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Annexure Schedule

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

transfer

Dated 14 December 2001

Page 4 of 4 Pages

Continuation of "Estate or Interest or Easement to be created"

- 7. The Transferee will at all times comply with all Acts, Bylaws, and Regulations affecting the Electricity Easement.
- 8. The Transferor will pay the Transferee's costs and expenses in respect of this Memorandum of Transfer.
- 9. If a dispute arises between the Transferor and the Transferee about anything in relation to the Electricity Easement either party may notify the other in writing stating that there is a dispute and giving details of it. The Transferor and Transferee must then attempt in good faith to settle the dispute. These attempts may include using alternative dispute resolution techniques. If such attempts do not result in a resolution within 60 days, then the dispute will be referred to the arbitration in New Zealand of a single arbitrator if the parties can agree upon one or otherwise 2 arbitrators (one to be appointed by each party) in accordance with the Arbitration Act 1996.
- 10. "Transferee" means WEL Networks Limited and includes any subsidiary (within the meaning of Section 5 of the Companies Act 1993) and also any related company (within the means of Section 2 of the Companies Act 1993) of any of those companies and where not repugnant of the context, the successors and assigns and the servants and agents of those companies.
- 11. "Overhead", "Underground", "Cable", "Cables", or "Works" means a wire cable or a conductor of any kind used or intended to be used for the conveying of electricity and includes any pole, mast, transformer, receiver, machinery, insulator, casing, fixture or other equipment or material used, intended to be used or relating to supporting or ancillary to the generation, conversion or conveyance of electricity and includes any part of any Cable, Cables or Works and includes "existing works" as defined by the Electricity Act 1992.

Signed by the Transferee)
WEL Networks Limited)
by 2 directors:)

X [Signature] Director X [Signature] Director

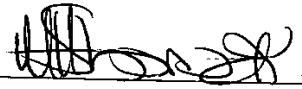
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Signatures and initials of witnesses and solicitors]

Consent of Mortgagee

WESTPAC BANKING CORPORATION being the mortgagee under Mortgage B084592.2 **CONSENTS** to the within written easement certificate in accordance with this agreement, but without prejudice to its rights, powers and remedies under the mortgage.

SIGNED by **WESTPAC BANKING CORPORATION** by its attorneys
NOELINE GLADYS SMITH
and **MICHELLE ANNE SHORROCK**
in the presence of:



Signature of attorney



Signature of attorney

Signature of attorney

Witness



Signature of witness

Full name of witness

Carolyn Ann Oliver
Bank Officer

Occupation of witness

Westpac Banking Corporation
Hamilton

Address of witness

5/2/2002

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

WE, NOELINE GLADYS SMITH
AND Michelle Anne Shorrocks
both of Hamilton in New Zealand, Bank Officers

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th 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 (Hawke's 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 533510.1

WESTPAC BANKING CORPORATION ARBN 007 457 141 incorporated in the New South Wales, Australia ("Westpac") appointed us its Attorneys on the terms and subject to the conditions set out in that Deed and the attached document is executed by us under the powers conferred by that Deed.

2. **THAT** as at the date of this certificate, we are a **Team Leader** of a legal unit and **Branch Service Officer** of a legal unit for Westpac respectively.
3. **THAT** at the date of this certificate we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **WESTPAC** or otherwise.

SIGNED at Hamilton
this 5 day of July
2002





DocID: 510421580

Easement Certificate

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

I, GRAEME THOMAS HORGAN and GLENICE EVELYN HORGAN

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at

SOUTH AUCKLAND on the day of
 under No. LT 305093

are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

(SCHEDULE)

DEPOSITED PLAN NO. LT 305093

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification of Part Subject to Easement		
Right of Way	Lot 2	A	Lot 1,3,4 & 5 Lot 1,2,4 & 5 Lot 1,2,3 & 5 Lots 1 - 4	
	Lot 3	B		
	Lot 4	C		
	Lot 5	D		
Right to convey Water	Lot 3	B	Lot 1,2,4 & 5 Lot 1,2,3 & 5 Lots 1 - 4 Lot 1,3,4 & 5	20846 20847 20848 20849 20850
	Lot 4	C		
	Lot 5	D		
	Lot 2	A		
Right to convey Telecommunications	Lot 4	C	Lot 1,2,3 & 5 Lots 1 - 4 Lot 1,3,4 & 5 Lot 1,2,4 & 5	
	Lot 5	D		
	Lot 2	A		
	Lot 3	B		
Right to convey Electricity	Lot 5	D	Lots 1 - 4 Lot 1,3,4 & 5 Lot 1,2,4 & 5 Lot 1,2,3 & 5	
	Lot 2	A		
	Lot 3	B		
	Lot 4	C		

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

Rights and powers as annexed is substitution for those set out in the Seventh Schedule of the Land Transfer Act 1952.

Annexure Schedule

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

Easement Certificate

Dated 9 February 2002

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1. INTERPRETATION

In this instrument unless the context otherwise requires:

"the certificate" means this easement certificate (including these conditions) as it may be varied from time to time.

"these conditions" means these conditions as they may be varied from time to time.

"costs" means the costs of the installation, creation, establishment, repair, maintenance, and serving of any article, property or facility used or needed for the proper exercise of the rights created by this certificate.

"dominant land" in relation to any easement means the land described in the First Schedule to which the relevant easement is appurtenant.

"easement" means an easement recorded by this certificate.

"energy supply area" means that part of the land described in the First Schedule as being subject to an easement to transmit electricity and convey gas.

"energy supply easement" means the rights recorded by this certificate in relation to each energy supply area.

"the Grantee" in relation to each easement means the registered proprietor for the time being of the dominant land which the relevant easement is appurtenant.

"the Grantee and other authorised persons" in relation to any easement means the Grantee and the agents, employees, contractors, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement and, where the context so admits, means any of such persons.

"the Grantor" in relation to each easement means the registered proprietor for the time being of the servient land which is subject to the relevant easement.

"the Grantor and other authorised persons" in relation to any easement means the Grantor and the agents, employees, contractors, tenants, licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the relevant easement and, where the context so admits, means any of such persons.

"maintenance" shall mean the maintenance, repair, servicing of any article, property or facility used or needed for the proper functioning and benefit to the Grantee of any of the easements recorded by this certificate.

"the plan" means deposited plan No. LT 305093 South Auckland Registry.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below

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

Easement Certificate

Dated 9 February 2002

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"right of way" means that part of the land described in the First Schedule as being subject to a right of way.

"right of way easement" means the rights recorded by this transfer in relation to the right of way.

"servient land" in relation to any easement means the land described in the First Schedule which is subject to the relevant easement.

"specified area" means any part of the land specified in the First Schedule as being subject to an easement.

"specified proportion" in relation to any party and any costs means the proportion of such costs payable by such party in accordance with this certificate.

"telephone service area" means that part of the land described in the First Schedule as being subject to a telephone service easement.

"telephone service easement" means the rights recorded by this certificate in relation to each telephone service area.

"water supply area" means that part of the land described in the First Schedule as being subject to a water supply easement.

"water supply easement" means the rights recorded by this certificate in relation to each water supply area.

2. GENERAL PROVISIONS RELATING TO EASEMENTS

The following provisions are applicable to the easements recorded by this certificate:

- (a) Each grant shall be for all time.
- (b) No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this certificate (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.
- (c) If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this certificate the following provisions shall apply:
 - (i) the other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven (7) days from service of the default notice the other party may perform such obligation;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

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

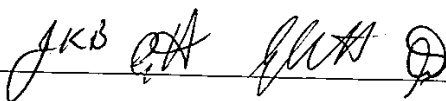
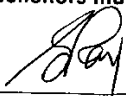
Easement Certificate

Dated 9 February 2002

Page 3 of 6 Pages

- (ii) if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
 - (A) perform such obligation; and
 - (B) for that purpose enter the relevant servient land or dominant land and carry out any work;
- (iii) the defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of costs incurred in performing such obligation;
- (iv) the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.
- (d) The Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to any easement.
- (e) (i) The Grantee may for the purpose of complying with any obligation of the Grantee under this certificate in relation to any easement:
 - (A) enter the servient land with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and
 - (B) remain on the servient land for such time as is reasonable for the purpose of performing such obligation.
- (ii) In exercising any rights under this subclause the Grantee shall:
 - (A) cause as little damage, disturbance, inconvenience and interruption to the servient land and to the use of the servient land as is reasonably necessary; and
 - (B) forthwith make good any damage done to the servient land and to the occupier of the servient land.
- (f) The parties shall pay all costs incurred in connection with the easements created by this certificate in the proportions recorded in the Second Schedule, unless the incurring of costs was caused by the deliberate act or omission of either the Grantor or the Grantee, in which case that party shall be responsible for the costs.
- (g) **Arbitration Act 1996**
Any disputes as to the terms or the interpretation of this grant or the rights and/or liabilities of the parties herein shall be determined by an arbitrator under the Arbitration Act 1996 or any Act passed in substitution or amendment, and this clause shall be deemed to be a "submission" within the meaning of that Act.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Annexure Schedule

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

Easement Cert. fiacte

Dated 9 February 2002

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3. RIGHT OF WAY EASEMENT

The following provisions shall apply to each right of way easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and other authorised persons) to pass and re-pass:
 - (i) on foot with or without domestic animals of any kind; and
 - (ii) with motor and other vehicles, laden and unladen, machinery and implements of any kind for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.
- (b) The Grantor shall be responsible for the formation of the right of way.
- (c) The Grantor and the Grantee shall be responsible for the maintenance of the right of way in good, clean order, repair and condition.
- (d) Their proportionate liability shall be as set forth in the Second Schedule.

4. ENERGY SUPPLY EASEMENTS

The following provisions shall apply to each energy supply easement:

- (a) The Grantor and other authorised persons have the right (in common with the Grantor and all others having the like right) to lead and convey electricity and electric impulses, gas and any other form of energy without interruption or impediment (except during any periods of necessary renewal and/or repair) across the servient tenement by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the energy supply area to the dominant tenement.
- (b) The Grantor shall be responsible for arranging the installation of the energy supply; and the Grantor and the Grantee shall be responsible for:
 - (i) The repair and maintenance of the energy supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.
 - (ii) Their proportionate liability shall be as set forth in the Second Schedule.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

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

Easement Certificate

Dated 9 February 2002

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5. TELECOMMUNICATIONS SERVICE EASEMENT

The following provisions shall apply to each telephone service easement:

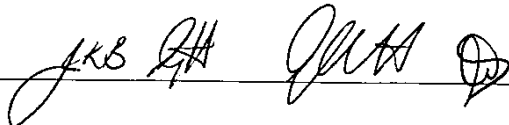
- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to convey telephone and similar services without interruption or impediment (except during any periods of necessary renewal and/or repair) across the servient tenement by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the telephone service area to the dominant tenement.
- (b) The Grantor shall be responsible for arranging the installation of the telephone service; and the Grantor and the Grantee shall be responsible for:
 - (i) The repair and maintenance of the telephone service so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.
 - (ii) Their proportionate liability shall be as set forth in the Second Schedule.

6. WATER SUPPLY EASEMENTS

The following provisions shall apply to each water supply easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all other having the like right) to convey and lead water in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) across the servient tenement through pipes and conduits laid or to be laid under the surface of and through the soil of the water supply area to the dominant tenement.
- (b) The Grantor shall be responsible for arranging the installation of the water supply; and the Grantor and the Grantee shall be responsible for:
 - (i) The repair and maintenance of the water supply so as to keep the same in good order, repair and condition to prevent the same becoming a nuisance.
 - (ii) Their proportionate liability shall be as set forth in the Second Schedule.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Annexure Schedule

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

Easement Certificate

Dated 9 February 2002

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FIRST SCHEDULE

As set out on the front page of this Certificate.

SECOND SCHEDULE

Proportion of costs payable pursuant to clause 2(f).

1. The costs of repair maintenance and servicing of the said easements shall be born by the parties as may be agreed by mutual agreement and failing agreement then by arbitration as provided in clause 2(g).

Right of Way

- (a) Formation – Grantor.
- (b) Maintenance – such parts as are used by the respective parties in proportion to their use of those parts.

Energy Supply Easement

- (a) Installation – Grantor.
- (b) Maintenance equally between the parties using the same.

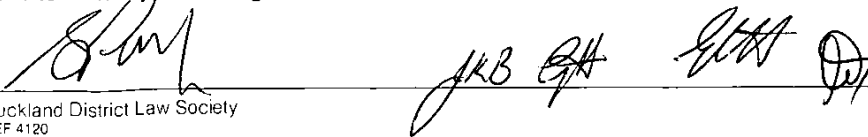
Telecommunications Service Easement

- (a) Installation – Grantor.
- (b) Maintenance equally between the parties using the same.

Water Supply Easement

- (a) Installation – Grantor.
- (b) Maintenance equally between the parties using the same.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

PAMELA ANNE RASTRICK

WE,
AND SYLVIA POLLY MARTIN
both of Hamilton in New Zealand, Bank Officers

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th 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 (Hawke's 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 533510.1

WESTPAC BANKING CORPORATION ARBN 007 457 141 incorporated in the New South Wales, Australia ("Westpac") appointed us its Attorneys on the terms and subject to the conditions set out in that Deed and the attached document is executed by us under the powers conferred by that Deed.


2. **THAT** as at the date of this certificate, we are a **Team Leader** of a legal unit and **Branch Service Officer** of a legal unit for Westpac respectively.
3. **THAT** at the date of this certificate we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **WESTPAC** or otherwise.

SIGNED at Hamilton
this 8 day of March
2002



2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

Dated this 9th day of February 2002

Signed by the above-named
GRAEME THOMAS HORGAN 

GLENICE EVELYN HORGAN 
in the presence of

Witness John Kenneth Barrett

Occupation Farmer

Address 41 Woodcock Rd
K03 Hamilton

Correct for purposes of the Land Transfer Act 1952



(Solicitor for) the registered proprietor

Approved by the Registrar-General of Land
under No. 1997/6027

Correct for the purposes of the
Land Transfer Act.

Easement Certificate

Land Transfer Act

Solicitor for the registered proprietor

Westpac Banking Corporation

The mortgagee of the within described land under and by virtue of memorandum of mortgage B 084592.2 (South Auckland Registry) Consents to the within written Easement Certificate, without prejudice to its rights and remedies under the stated mortgage.

Dated at *Hamilton* this *8* day of *March* *2002*

EXECUTED by
WESTPAC BANKING CORPORATION
by its appointed attorneys:

Both BANK OFFICERS of HAMILTON
in the presence of:
Witness Name:
Occupation:
Address:

EXECUTED by
WESTPAC BANKING CORPORATION
by its duly appointed attorneys:

SYLVIA POLLY MARTIN
PAMELA ANNE RASTRICK
Both BANK OFFICERS of HAMILTON
in the presence of:

Witness Name: *Gillian Margaret Broadbent*
Occupation: Bank Officer
Address: Hamilton

Bill Korver
Solicitor
Auckland