



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **723911**  
**Land Registration District** **South Auckland**  
**Date Issued** 01 April 2016

**Prior References**

232288                      317200

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**Estate** Fee Simple  
**Area** 4777 square metres more or less  
**Legal Description** Lot 1 Deposited Plan 357072

**Registered Owners**

Stephen James Guest, Elizabeth Anne Guest and Wellesley St Trustees Limited

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**Estate** Fee Simple - 1/8 share  
**Area** 5913 square metres more or less  
**Legal Description** Lot 5 Deposited Plan 493054

**Registered Owners**

Stephen James Guest, Elizabeth Anne Guest and Wellesley St Trustees Limited

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**Interests**

B684542.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - produced 1.11.2001 at 11.56 and entered 7.12.2001 at 9.00 am (affects part Lot 1 DP 357072 formerly Lot 11 DP 323815)

Subject to a right of way over part Lot 5 DP 493054 marked F, LA and LB on DP 493054, a right to transmit electricity over part Lot 5 DP 493054 marked G on DP 493054 and XM on DP 497972 and a right to drain water over part Lot 5 DP 493054 marked LA and LB on DP 493054 specified in Easement Certificate B684542.5 - produced 1.11.2001 at 11.56 am and entered 7.12.2001 at 9.00 am

Appurtenant hereto is a right of way and right to drain water specified in Easement Certificate B684542.5 - produced 1.11.2001 at 11.56 am and entered 7.12.2001 at 9.00 am (affects part Lot 1 DP 357072 formerly Lot 11 DP 323815)

The easements specified in Easement Certificate B684542.5 are subject to Section 243 (a) Resource Management Act 1991  
Appurtenant to Lot 1 DP 357072 herein is a right to transmit electricity created by Easement Instrument 6776005.4 - 6.3.2006 at 9:00 am

The easements created by Easement Instrument 6776005.4 are subject to Section 243 (a) Resource Management Act 1991  
Land Covenant in Transfer 6843043.2 - 1.5.2006 at 9:00 am (affects Lot 1 DP 357072)

6843043.3 Mortgage to ASB Bank Limited - 1.5.2006 at 9:00 am (affects Lot 1 DP 357072)

7847346.1 Variation of Mortgage 6843043.3 - 16.6.2008 at 9:00 am

10301781.4 Surrender of the right to transmit electricity over part Lot 2 DP 357072 marked I on DPS 89896 specified in Easement Certificate B684842.5 as appurtenant to Lots 1 and 2 on DP 357072 - 1.4.2016 at 4:33 pm

Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991(affects DP 493054)

Subject to a right (in gross) to convey electricity, telecommunications and computer media over part Lot 5 DP 493054 marked F, AA, AB, AC, LA, LB, LC, LD, O, G and HA on DP 493054 and XA and XM on DP 497972 in favour of WEL Networks Limited created by Easement Instrument 10301781.9 - 1.4.2016 at 4:33 pm

The easements created by Easement Instrument 10301781.9 are subject to Section 243 (a) Resource Management Act 1991

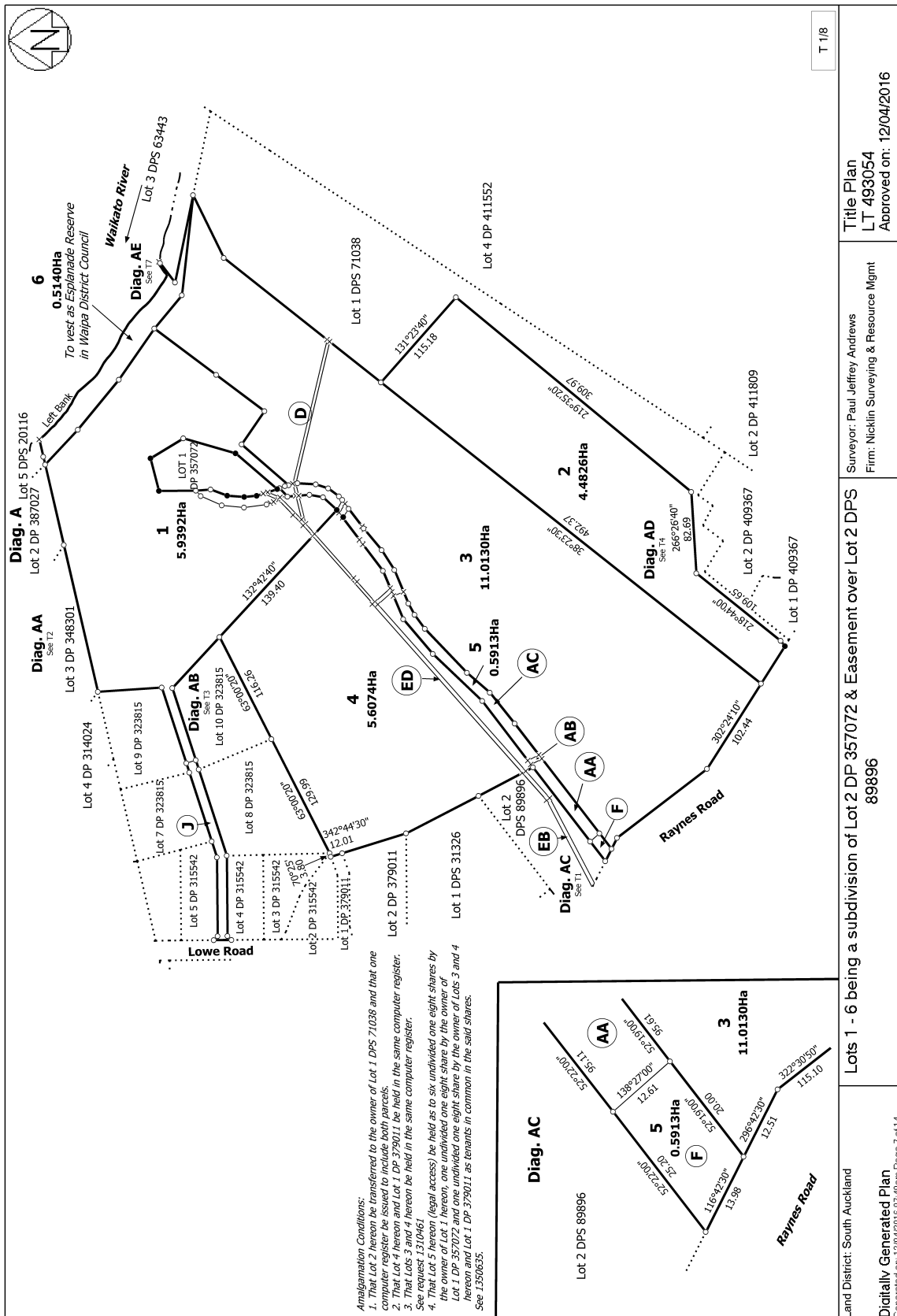
Subject to a right (in gross) to convey telecommunications and computer media over part Lot 5 DP 493054 marked F, AA, AB, AC, LA, LB, LC, LD, O, G and HA on DP 493054 and over parts marked XA and XM on DP 497972 in favour of Chorus New Zealand Limited created by Easement Instrument 10301781.10 - 1.4.2016 at 4:33 pm

The easements created by Easement Instrument 10301781.10 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way over part Lot 5 DP 493054 marked F, AA, AB, AC, LA, LB, LC, LD, O, G and HA on DP 493054 and XA and XM on DP 497972 and a stock crossing over part Lot 5 DP 493054 marked AB, LA and LC on DP 493054 and a right to drain water over part Lot 5 DP 493054 marked LC and LD on DP 493054 and a right to convey water over part Lot 5 DP 493054 marked LA, LB, LC and LD on DP 493054 and XA and XM on DP 497972 created by Easement Instrument 10301781.11 - 1.4.2016 at 4:33 pm

Appurtenant to Lot 1 DP 357072 herein is a right of way created by Easement Instrument 10301781.11 - 1.4.2016 at 4:33 pm

The easements created by Easement Instrument 10301781.11 are subject to Section 243 (a) Resource Management Act 1991

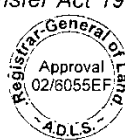


Search Copy Dated 20/12/21 12:58 pm, Page 4 of 4  
Register Only

**Easement instrument to grant easement or profit à prendre, or create land covenant**  
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

**SOUTH AUCKLAND**



**EI 6776005.4 Easement I**

Cpy - 01/01, Pgs - 005, 03/03/06, 15:43



DocID: 611436633

Grantor

Surname(s) must be underlined or in CAPITALS.

**Ralph Royle WOOLERTON and Jeanette Fay WOOLERTON**

Grantee

Surname(s) must be underlined or in CAPITALS.

**Ralph Royle WOOLERTON and Jeanette Fay WOOLERTON**

**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 18 day of OCTOBER 2005

**Attestation**

<p><i>R. R. Woolerton</i> <i>J. Woolerton</i></p> <p>Signature [common seal] of Grantor</p>	<p>Signed in my presence by the Grantor</p> <p><i>[Signature]</i></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <b>Jennifer A. Gilmore</b></p> <p>Occupation <b>Registered Legal Executive</b> <b>Fellow New Zealand Institute of Legal Executives Inc.</b></p> <p>Address <b>Tompkins Wake, Hamilton</b> <b>Authorised to take Statutory Declarations</b></p>
<p><i>R. R. Woolerton</i> <i>J. Woolerton</i></p> <p>Signature [common seal] of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p><i>[Signature]</i></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <b>Jennifer A. Gilmore</b></p> <p>Occupation <b>Registered Legal Executive</b> <b>Fellow New Zealand Institute of Legal Executives Inc.</b></p> <p>Address <b>Tompkins Wake, Hamilton</b> <b>Authorised to take Statutory Declarations</b></p>

Certified correct for the purposes of the Land Transfer Act 1952.

*[Signature]*

[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**

Easement instrument

Dated

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)
Right of way	A, B, F, G, H and I on DP 357072 L, M, N & O DP357072	Lot 2 DP357072 Identifier SA232289	Lot 1 DP357072 Identifier SA232288
Right to transmit electricity	B	Lot 2 DP 357072 Identifier SA 232289	As above

**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**

R.R. Wootton L. Wootton. GA

**Annexure Schedule**



Insert type of instrument

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

Easement

Dated

Page 2 of 2 Pages

*(Continue in additional Annexure Schedule, if required.)*

The easements described in Schedule A shall include the terms set out in paragraph 10, 11, 12, 13 & 14 of the Fourth Schedule Land Transfer Regulations 2002 save that:-

- (a) Any maintenance, repair or replacement of any easement facility that is necessary because of any act or omission by any user (being either or all the owners of the dominant and servient tenement) of the easement facility (which includes any of their agents, employees, contractors, sub-contractors or invitees or the user) must be carried out promptly by that user at the sole cost of the user or in such proportion as relates to the act or omission.
- (b) Where there is a conflict between the provision of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail.
- (c) Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this easement instrument, the modifications must prevail.

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.

R. R. Woolton

L. Woolton

JA





**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

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I, **Kapua Katrina Gardiner**, Manager Lending Services of Auckland in New Zealand hereby certifies that:


1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. 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 the ANZ National Bank Limited or otherwise.

**DATED** at Auckland this 16<sup>th</sup> day of December 2005

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Approved by Registrar-General of Land under No. 2002/1026

**Transfer instrument**  
Section 90, Land Transfer Act 1952

**T 6843043.2 Transfer**

Cpy - 01/01, Pgs - 004, 28/04/06, 11:47



DocID: 611481010



Land registration district

**SOUTH AUCKLAND**

Unique identifier(s)  
or C/T(s)

All/part

Area/description of part or stratum

232288

All

Transferor

Surname(s) must be underlined or in CAPITALS.

**Ralph Royle WOOLERTON and Jeanette Fay WOOLERTON**

Transferee

Surname(s) must be underlined or in CAPITALS.

**Stephen James GUEST and Elizabeth Anne GUEST and WELLESLEY ST TRUSTEES LIMITED**

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created  
State if fencing covenant imposed.



**Fee simple subject to a Land Covenant (continued on page 2 annexure schedule)**

Operative clause

**The Transferor transfers to the Transferee** the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 24<sup>th</sup> day of April 2006

**Attestation** (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

	<b>Signed in my presence by the Transferor</b> 	
	Signature of witness	
Signature [common seal] of Transferor	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	Jackie D Judson
	Occupation	Legal Executive Hamilton
	Address	

**Certified correct** for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Transferee

**Annexure Schedule**

Insert type of instrument

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

Transfer

Dated

24/04/06

Page

1

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**Estate or interest to be transferred, or easement(s) or profit(s) a prendre to be created continued**

The transferor when registered proprietor of the land formerly contained in certificates of title 96114 and 70B/981 subdivided the land in the manner shown and defined on DP 357072 AND WHEREAS it is the transferor's intention to create for the benefit of the land in the certificates of title set out in Schedule A (hereinafter referred to as the 'Dominant Lot') the land covenant set out in Schedule B over the land in Certificate of Title 232288 (hereinafter referred to as the 'Servient Lot') TO THE INTENT that the servient lot shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulation against the owners for the time being of the servient lot.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the servient lot and for the benefit of the respective dominant lots the transferee DOTH HEREBY COVENANT AND AGREE in the manner set out in the Schedule B hereto so that the covenants run with the servient lot for the benefit of the respective dominant lots as described in Schedule A.

**SCHEDULE A**

Certificate of Title No. 232289

**SCHEDULE B**

- (a) Not to erect construct or place on the property nor allow to be erected constructed or placed on the property any dwellinghouse which is not a new residential dwellinghouse. The dwellinghouse shall have a minimum ground floor area of 150 square metres excluding any garage, carport and other accessory buildings, decking, verandahs and roof overhangs.
- (b) A minimum of 70% of the non glazed exterior cladding of the dwelling must consist of any of the following materials: kiln fired or concrete brick, stucco textured finish, stone, timber weatherboards or prefinished metal weatherboards bonded to solid timber boards, all have a maximum finished width not exceeding 180 mm. Any dwelling whose exterior finish is in the form of flat cladding, poured concrete or similar shall texture the surface and if concrete block a plastered finish in such a manner as to fully cover the base material. Where the dwelling house has more than a single level (excluding garage, carport, decks and split levels) the minimum of 70% of the non glazed exterior cladding may be reduced to 65% provided the non specific cladding is predominantly used in cladding the upper levels.
- (c) Not to allow any separate garage or shed to remain unpainted for a period exceeding 3 months from the date of completion of its construction.

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.

GTB *[Signature]* *[Signature]*

**Annexure Schedule**



Insert type of instrument

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

Transfer

Dated

24/04/06

Page

2

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

- (d) Not to allow any form of metal roofing unless the same has been factory prepainted. The roof of any dwellinghouse is to contain at least one valley.
- (e) Not to permit the construction of a dwelling house on the property to take more than a period of twelve months from the date when footings are commenced. For the purpose of this clause "completion" involves all exterior finishing including painting if required.
- (f) To erect all other buildings in compliance with the covenants set out in clause (b), (c) and (d).
- (g) Once construction has been substantially completed not to bring on to or allow to remain on the land any temporary dwelling, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened from the road adjacent to the servient lot so as to preserve the amenities of the neighbourhood.
- (h) Not to permit or cause any advertisement sign or hoarding to be erected on any part of the property other than a sign recording the name and/or occupation of the owner of the property for the time being, such sign to be no larger than 400 mm by 400 mm.
- (i) Not to permit or cause any rubbish to accumulate or be placed upon the property and not to permit any excessive growth of weeds or grass so that the same becomes long or unsightly or a nuisance to the owners of adjoining lots.
- (j) Not to erect a fence constructed of corrugated iron or other solid metal products.
- (k) Not to permit the keeping of pigs, donkeys or poultry on the property nor the use of the same for animal boarding kennels PROVIDED THAT the keeping of not more than 10 domestic hens shall not be a breach of this covenant. For the purpose of this clause, the expression "hens" shall not include "roosters".
- (l) Not to keep or permit to be kept on the property more than two dogs of a greater age than three months.
- (m) Not to permit or cause the property to be occupied or used as a residence unless:
  - (i) A building has been substantially completed in accordance with the terms of this transfer and
  - (ii) The building meets the requirements of the appropriate local authority.
- (n) Clotheslines, water storage tanks and rubbish storage areas are to be away from the road or right of way access and obscured from direct sight of the road, right of way access and adjoining rural/residential lots.

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.

CAE y B



# View Instrument Details



**Instrument No** 10301781.4  
**Status** Registered  
**Date & Time Lodged** 01 April 2016 16:33  
**Lodged By** Gavin, Christine Margaret  
**Instrument Type** Partial Surrender of Easement



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**Affected Computer Registers    Land District**

232288	South Auckland
317200	South Auckland
SA57A/509	South Auckland
SA70B/982	South Auckland

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**Affected Instrument**                      Easement Certificate B684542.5

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**Annexure Schedule:** Contains 1 Page.

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**Grantor Certifications**

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>

**Signature**

Signed by Hayley Jane Willers as Grantor Representative on 01/04/2016 02:32 PM

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**Grantee Certifications**

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>
I certify that the territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority	<input checked="" type="checkbox"/>
I certify that the Mortgagee under Mortgage B273887 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>
I certify that the Mortgagee under Mortgage 5134835.3 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>
I certify that the Mortgagee under Mortgage 6843043.3 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>

**Signature**

Signed by Hayley Jane Willers as Grantee Representative on 01/04/2016 02:32 PM

\*\*\* End of Report \*\*\*

**Easement instrument to partially surrender easement or *profit á prendre* or land covenant**  
Sections 90A and 90F, Land Transfer Act 1952

**Grantor**

**Ralph Royle Woolerton (1/2 share), David Roy Woolerton, Peter Joseph Fanning & Richard Patrick Longbottom (1/2 share) as to the land in CT 317200;**

**Terence Patrick Hancock & Ursula Mary Hancock as to the land in CT SA70B/982**

**Stephen James Guest, Elizabeth Anne Guest & Wellesley St Trustees Limited as to the land in CT 232288**

**Grantee**

**Ralph Royle Woolerton (1/2 share), David Roy Woolerton, Peter Joseph Fanning & Richard Patrick Longbottom (1/2 share) as to the land in CT 317200;**

**Stephen James Guest, Elizabeth Anne Guest & Wellesley St Trustees Limited as to the land in CT 232288**

**Bruce Michael Holden & Sharyn Fay Holden as to the land in CT SA57A/509**

**Surrender of easement or *profit á prendre* or creation or covenant**

**The Grantee**, being the registered proprietor of the Dominant Tenement(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s), *profit(s) á prendre* or covenant(s) set out in Schedule A and the Grantor accepts the surrender of those easement(s), *profit(s) á prendre* or covenant(s)

**Schedule A**

*Continue in additional Annexure Schedule if required.*

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) <i>or</i> in gross
Right to transmit electricity	B684842.5	C on DPS 89896 Lot 2 DPS 89896 CT SA70B/982	Lot 1 DP 357072 CT 232288, Lot 2 DP 357072 CT 317200 Lot 1 DPS 71038 CT SA57A/509
		D on DPS89896 Lot 2 DP 357072 CT 317200	Part Lot 1 DP 357072 CT 232288 Part Lot 2 DP 357072 CT 317200 Lot 1 DPS 71038 CT SA57A/509
		E on DPS 89896 Lot 1 DP 357072 CT 232288	Part Lot 1 DP 357072 CT 232288 Part Lot 2 DP 357072 CT 317200
		I on DPS 89896 Lot 2 DP 357072 CT 317200	Part Lot 1 DP 357072 CT 232288 Part Lot 2 DP 357072 CT 317200

# View Instrument Details



**Instrument No** 10301781.9  
**Status** Registered  
**Date & Time Lodged** 01 April 2016 16:33  
**Lodged By** Gavin, Christine Margaret  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
718148	South Auckland
718150	South Auckland
723911	South Auckland
SA70B/982	South Auckland

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**Annexure Schedule:** Contains 5 Pages.

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## Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage 5134835.3 has consented to this transaction and I hold that consent ☒
- I certify that the Mortgagee under Mortgage B273887 has consented to this transaction and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 6843043.3 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Hayley Jane Willers as Grantor Representative on 20/04/2016 09:35 AM

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## Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Hayley Jane Willers as Grantee Representative on 20/04/2016 09:35 AM

\*\*\* End of Report \*\*\*



**Easement instrument to grant easement or *profit á prendre*, or create land covenant**  
*Sections 90A and 90F, Land Transfer Act 1952*

**Grantor**

**RALPH ROYLE WOOLERTON AS TO A ½ SHARE AND DAVID ROY WOOLERTON, PETER JOSEPH FANNING AND RICHARD PATRICK LONGBOTTOM AS TO A ½ SHARE AS EXECUTORS AS TO IDENTIFIER 718150 AND 718148**

**STEPHEN JAMES GUEST, ELIZABETH ANNE GUEST AND WELLESLEY ST TRUSTEES LIMITED AS TO IDENTIFIER 723911**

**TERENCE PATRICK HANCOCK AND URSULA MARY HANCOCK AS TO IDENTIFIER SA70B/982**

**Grantee**

**WEL NETWORKS LIMITED**

**Grant of easement or *profit á prendre* or creation of 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) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A**

*Continue in additional Annexure Schedule if required.*

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Easement Land Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) <i>or</i> in gross
<b>Right to convey Electricity, Telecommunications and Computer Media</b>	<b>"ED" and "EC" on DP 493054</b>	<b>Lot 4 DP 493054 identifier 718150</b>	<b>In Gross</b>
	<b>"F", "AA", "AB", "AC", "LA", "LB", "LC", "LD", "O", "G", "HA" on DP 493054 "XA", "XM" on DP 497972</b>	<b>Lot 5 DP 493054 Identifier 718148, 723911, 718150</b>	<b>In Gross</b>
	<b>"EB" on DP 493054</b>	<b>Lot 2 DPS 89896 Identifier SA70B/982</b>	<b>In Gross</b>
	<b>"B", "EA" on DP 493054</b>	<b>Lot 1 DP 493054 Identifier 718148</b>	<b>In Gross</b>

**Easements or *profit á prendre* rights and powers (including terms, covenants, and conditions)**

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 Schedule Five of the Property Law Act 2007.

The implied rights and powers are varied by the provisions set out in Annexure Schedule 1.

## **ANNEXURE SCHEDULE 1**

### **Definitions**

1. "Land" means all the estate and interest comprising the Servient Tenement identified in Schedule A of this instrument.
2. "Grantee" means WEL Networks Limited and includes its subsidiaries or related companies and their successors, assigns, licensees, and where appropriate, their employees, contractors, surveyors, engineers, invitees and inspectors.
3. "Easement Land" means that part of the Land shown in Schedule A of this instrument.
4. "Equipment" means all things used or intended to be used as, or ancillary to, a physical medium for transmitting and/or conveying electricity, telecommunications and computer media. It includes (but is not limited to):
  - (a) wires, lines, cables, poles, masts, transformers, antennas, receivers, machinery, insulators, tunnels, foundations, supports, ducts, pipes, casings, terminal boxes, housings, software, fixtures or other equipment or materials used, intended to be used or supporting or ancillary to the generation, conversion, conveyance, transmission, broadcasting, emission or reception of electricity, telecommunications, computer media, signals (radio or otherwise), impulses, writing, images, sounds, instructions, information or intelligence of any nature incidental; and
  - (b) any part of any Equipment; and
  - (c) "Works" as defined by the Electricity Act 1992; and
  - (d) "Works" as defined by the Telecommunications Act 2001.

### **Grant**

5. The Grantor grants to the Grantee perpetual easements in gross for Electricity, Telecommunications and Computer Media purposes ("Easements") in, through and below the Easement Land.

### **Terms**

6. The Grantee shall have the following rights and powers:
  - (a) to use the Equipment to convey, conduct, send, distribute, pass, convert, transport, transmit and receive electricity, telecommunications and computer media, on, over and under the Easement Land free of interruption or impediment;
  - (b) to lay, erect, construct, maintain, monitor, inspect, replace, alter, add to, upgrade, retain and remove Equipment on, over and under the Easement Land;
  - (c) to enter onto and over the land and remain on it with or without machinery, vehicles, active and/or passive monitoring and inspection apparatus or devices for the purposes of placing, laying, erecting, constructing, maintaining, monitoring, inspecting, repairing, renewing, adding to, upgrading, replacing, altering or removing the Equipment and excavating or removing soil and

- 2 -

vegetation and opening up the soil of the Land and make any cuttings, fillings, grades, batters or trenches, and to reopen the same and generally do such things on the Land for the purposes of exercising the Grantees rights under this instrument as the Grantee considers reasonable;

- (d) to erect gates, fences and other protective barriers around the Equipment;
  - (e) to keep the Easement Land clear of vegetation (including trees and shrubs);
  - (f) to enter and exit the Land by any access point the Grantee considers reasonable.
7. When exercising its rights and powers, the Grantee will:
- (a) give the Grantor reasonable notice of its intention to enter the Land. In the case of an emergency the Grantee may enter the Land without notice;
  - (b) cause as little disturbance to the Land as is reasonably possible;
  - (c) restore the Land as close as is reasonably possible to its condition before the Grantee exercised its rights under this instrument. The Grantor acknowledges exercise of some rights may require significant earthworks and disruption and such earthworks and disruption are not a breach of this clause.
8. The Grantor will not without the Grantee's written permission:
- (a) erect or permit to be erected any improvements on the Easement Land including buildings and fences;
  - (b) grow or permit to be grown any vegetation (including trees and shrubs) on the Easement Land;
  - (c) excavate or deposit material on the Easement Land;
  - (d) do anything on the Easement Land that may interfere with, restrict or adversely affect the rights of the Grantee under this instrument or the efficient operation of its' Works or Equipment or endanger the continuity or safety of supply of electricity, telecommunications and computer media; and
  - (e) grant any easement, right or interest in the Easement Land to any third party.
9. The rights recorded in this instrument are not in substitution for and are without prejudice to any statutory rights and/or authorities the Grantee has from time to time in respect of the Land.
10. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the modifications in this instrument, the modifications prevail. The rule of construction known as the contra proferentem rule does not apply to this instrument.
11. The Equipment and any other property of the Grantee remains the sole property of the Grantee and will not for any reason become the property of the Grantor.
12. The Grantee may assign, transfer, lease or licence all or any part of its rights under this instrument without needing to obtain the consent of the Grantor.

- 3 -

13. There is no power in this instrument for the Grantor to terminate any of the Grantee's rights due to the Grantee breaching any term of this instrument or for any other reason. It is the intention of the parties that the Easements will subsist for all time unless they are surrendered.
14. Clause 14(c) of the Fourth Schedule of the Land Transfer Regulations 2002 is amended by deleting the reference to 14 working days and replacing it with 60 days.
15. Each party's liability under this instrument is limited to the direct and actual costs of the other party, to a maximum of \$1,000,000.00 per event or series of related events, and \$2,000,000.00 in any 12 month period, and specifically excludes indirect, consequential, or economic loss; and loss of profit.
16. The Grantor waives and will not at any time claim any compensation from the Grantee whether under the provisions of any statute or regulation or otherwise in respect of the exercise by the Grantee of its rights under this instrument.

# View Instrument Details



**Instrument No** 10301781.10  
**Status** Registered  
**Date & Time Lodged** 01 April 2016 16:33  
**Lodged By** Gavin, Christine Margaret  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
718148	South Auckland
718150	South Auckland
723911	South Auckland

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**Annexure Schedule:** Contains 5 Pages.

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## Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage B273887 has consented to this transaction and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 6843043.3 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Hayley Jane Willers as Grantor Representative on 20/04/2016 09:35 AM

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## Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Hayley Jane Willers as Grantee Representative on 20/04/2016 09:36 AM

\*\*\* End of Report \*\*\*

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

Sections 90A and 90F, Land Transfer Act 1952

<b>Grantor</b> <span style="float:right"><i>Surname(s) must be <u>underlined</u>.</i></span>			
Ralph Royle <u>Woolerton</u> as to a ½ share and David Roy <u>Woolerton</u> , Peter Joseph <u>Fanning</u> and Richard Patrick <u>Longbottom</u> as to a ½ share as Executors as to Identifier 718148 and 718150  Stephen James Guest, Elizabeth Anne Guest and Wellesley St Trustees Limited as to Identifier 723911			
<b>Grantee</b> <span style="float:right"><i>Surname(s) must be <u>underlined</u>.</i></span>			
<b>CHORUS NEW ZEALAND LIMITED</b>			
<b>Grant of easement or <i>profit à prendre</i> or creation of covenant</b>			
<b>The Grantor</b> , being the registered proprietor of the servient tenement(s) set out in Schedule A, <b>grants to the Grantee</b> (and, if so stated, in gross) the easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, <b>or creates</b> the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).			
<b>Schedule A</b> <span style="float:right"><i>Continue in additional Annexure Schedule if required.</i></span>			
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Right to convey telecommunications and computer media</b>	F, AA, AB, AC, LA, LB, LC, LD, O, G, HA on DP 493054 &  XA, XM on DP 497972	Lot 5 DP 493054 Identifier 718148, 718150 and 723911	<b>Chorus New Zealand Limited (in gross)</b>
<b>Easements or <i>profits à prendre</i> rights and powers (including terms, covenants, and conditions)</b>		<i>Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
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 Fifth Schedule of the Property Law Act 2007. The implied rights and powers are <b>varied/negated/added to or substituted</b> by: <del>Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.</del> The provisions set out in the Annexure Schedule.			
<b>Covenant provisions</b>		<i>Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
<del>The provisions applying to the specified covenants are those set out in:</del>			

CMG-210930-55-67-V1:cmg

2091066.8

Annexure Schedule

Insert type of instrument

Easement	Dated		Page	2	of		Pages
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Continue in additional Annexure Schedule, if required.

<div>Memorandum number _____, registered under section 155A of the Land Transfer Act 1952. Annexure Schedule 2.</div>
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**Annexure Schedule****Insert type of instrument**

Easement

Dated

Page

3

of

Pages

*Continue in additional Annexure Schedule, if required.***Continuation of "Easement rights and powers":**

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 4 to the Land Transfer Regulations 2002 ("the Fourth Schedule") and where the terms of this easement are in conflict with either the Fourth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Servient Tenement, the terms of this easement shall prevail.

**2 Grant of Easement**

2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land;
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Servient Tenement for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any accessways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Servient Tenement as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications and computer media without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way.

**3 Grantee's Covenants**

3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Servient Tenement.

3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Servient Tenement and to any building or building improvement (including, without limitation, any interior fitout) located on the Servient Tenement.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Servient Tenement (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this

**Annexure Schedule****Insert type of instrument**

Easement

Dated

Page

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of

Pages

*Continue in additional Annexure Schedule, if required.*

easement as reasonably close as possible to the original condition of the Servient Tenement prior to such damage and to the reasonable satisfaction of the Grantor.

**4 Access**

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Servient Tenement (including, for the avoidance of doubt, any areas of Common Property on the Servient Tenement) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Servient Tenement (except in the case of an Emergency, when notice will not be required). Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Servient Tenement and the Easement Land.

**5 Grantor's Covenants**

- 5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):
- (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
  - (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
  - (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
  - (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

**6 Removal**

6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Servient Tenement.

## Annexure Schedule

### Insert type of instrument

Easement

Dated

Page

5

of

Pages

*Continue in additional Annexure Schedule, if required.*

6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

### 7 Further Assurances

7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

### 8 Telecommunications Act 2001 and End User Terms

8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Servient Tenement, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

### 9 Definitions and interpretation

9.1 In this easement:

- (a) **"Common Property"** has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) **"Easement Land"** means that part of the Servient Tenement identified in Schedule A in this easement as Easement Land and those other parts of the Servient Tenement (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) **"Emergency"** means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) **"Grantee"** means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) **"Grantor"** includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) **"Line"** and **"Works"** shall have the meanings ascribed to those terms under the Telecommunications Act 2001;

# View Instrument Details



**Instrument No** 10301781.11  
**Status** Registered  
**Date & Time Lodged** 01 April 2016 16:33  
**Lodged By** Gavin, Christine Margaret  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
718148	South Auckland
718150	South Auckland
723911	South Auckland

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**Annexure Schedule:** Contains 4 Pages.

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## Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage B273887 has consented to this transaction and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 6843043.3 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Hayley Jane Willers as Grantor Representative on 20/04/2016 09:36 AM

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## Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Hayley Jane Willers as Grantee Representative on 21/04/2016 08:21 AM

\*\*\* End of Report \*\*\*

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

(Sections 90A and 90F, Land Transfer Act 1952)

**Grantor**

Ralph Royle Woolerton as to a ½ share and David Roy Woolerton, Peter Joseph Fanning and Richard Patrick Longbottom as to a ½ share as Executors as to Identifier 718488 and 718150;

Stephen James Guest, Elizabeth Anne Guest and Wellesley St Trustees Limited as to Identifier 723911

**Grantee**

Ralph Royle Woolerton as to a ½ share and David Roy Woolerton, Peter Joseph Fanning and Richard Patrick Longbottom as to a ½ share as Executors as to Identifier 718488 and 718150;

Stephen James Guest, Elizabeth Anne Guest and Wellesley St Trustees Limited as to Identifier 723911

**Grant of easement or *Profit a 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)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Stock crossing	AB, LA and LC DP 493054	Lot 5 DP 493054 (Identifier 718148, 718150 and 723911)	Lots 3 and 4 DP 493054, Lot 1 DP 379011 (Identifier 718150)
Right to drain water	LC and LD DP 493054	Lot 5 DP 493054 (Identifier 718148, 718150 and 723911)	Lots 3 and 4 DP 493054, Lot 1 DP 379011 (Identifier 718150)
Right to convey water	LA, LB, LC and LD DP 493054 & XA, XM DP 497972	Lot 5 DP 493054 (Identifier 718148, 718150 and 723911)	Lots 3 and 4 DP 493054, Lot 1 DP 379011 (Identifier 718150)
Right of Way	F, AA, AB, AC, LA, LB, LC, LD, O, G and HA DP 493054 &	Lot 5 DP 493054 (Identifier 718148, 718150 and	Lot 1 DP 493054 (Identifier 718148), Lot 1 DP 379011 and Lots 3 &

Right of Way	XA, XM DP 497972	723911)	4 DP 493054 (Identifier 718150) Lot 1 DP 357072 (Identifier 723911)
	HB, B, I DP 493054	Lot 1 DP 493054 (Identifier 718148	Lot 1 DP 357072 (Identifier 723911)

**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 easements are those prescribed by the Land Transfer Regulations 2002 and/or ~~Schedule Five of the Property Law Act 2007~~

The implied rights and powers are hereby ~~[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 1]

**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 \_\_\_\_\_]

**Annexure Schedule 1**

**Stock Crossing**

1. The Grantee has the right in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to pass and repass over and along the easement facility for the purposes of moving stock between Lots 3 and 4 DP 493054 Identifier 718150. This right includes the right to go over and along the easement facility with or without vehicles, machinery or implements provided that the same are incidental or ancillary to the movement of stock. When exercising its rights under this easement, the Grantee must:
  - (a) ensure that the stock do not wander or become a nuisance to any other person having a right to use the easement facility or any part of it;
  - (b) keep the stock under reasonable control; and
  - (c) erect a sign on the easement facility warning other users of the easement facility of stock movements.
2. The Grantee must repair any damage to the easement facility caused by its exercise of its rights pursuant to this easement and must, as soon as possible, remove any excessive livestock excrement from the carriageway which passes through the easement facility.
3. Insofar as the same are not incompatible with the foregoing, clauses 10 to 14 of the Fourth Schedule of Land Transfer Regulations 2000 apply to this easement.



B 684542-S EC

**EASEMENT CERTIFICATE**

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

I/We **RALPH ROYLE WOOLERTON, JEANETTE FAY WOOLERTON, KADHEM SADEK MAJEED, KHEDIDJA NADJAT MAJEED, BRUCE MICHAEL HOLDEN and SHARON FAY HOLDEN**

being the registered proprietor(s) 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 Hamilton

on the \_\_\_\_\_ day of \_\_\_\_\_ 2001 under No. S89896 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. S89896**

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 1 DPS89896	Marked "A"	Lot 2 DPS89896 6 <i>MM</i>	70B/981
	Lot 1 DPS89896	Marked "B"	Lot 3 DPS89896 6 <i>MM</i>	70B/982 and 70B/983
Right to Drain Water	Lot 1 DPS89896	Marked "B"	Lot 3 DPS89896 6 <i>M</i>	70B/981 and 70B/983
Right to transmit Electricity	Lot 2 DPS89896	Marked "C"	Lots 1 & 3 DPS89896	70B/981 70B/982 and 70B/983
			Lot 1 DPS71038	57A/509
	Lot 3 DPS89896	Marked "D"	Lot 1 DPS89896	70B/983, 70B/981, 57A/509
			Lot 1 DPS71038	
	Lot 3 DPS89896	Marked "E"	Lot 1 DPS89896	70B/983, 70B/981
	Lot 3 DPS89896	Marked "F" & "H"	Lot 1 DPS71038	70B/983 and 57A/509
	Lot 1 DPS89896	Marked "G"	Lot 1 DPS71038	70B/981 and 57A/509
	Lot 1 DPS89896	Marked "I"	89896 Lot 3 DPS71038 <i>MM</i>	70B/981 and 70B/983
	Lot 5 DPS89896	Marked "J"	Lot 4 DPS89896	70B/985 and 70B/984

*K. J. J. J.*

*W. J. J. J.*

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:

(a) Right of Way Easement:

The implied provisions of the Seventh Schedule to the Land Transfer Act 1952 and of the Ninth Schedule to the Property Law Act 1952 shall apply to the easement of the right of way.

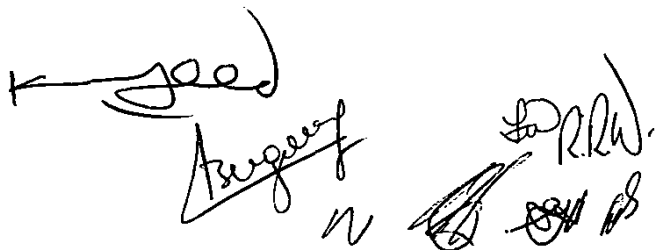
(b) Right to Drain Water Easement:

The implied provisions of the Seventh Schedule to the Land Transfer Act 1952 shall apply to the easement of the right to drain water.

L (c) Right to <sup>Transmit</sup> ~~Convey~~ Electricity:

- (i) The right for the Grantee and other authorised persons (in common with the Grantor and all others having the like right) to lead and convey electricity and electric pulses without interruption or impediment (except during any periods of necessary renewal or repair) for all time from the public road adjoining the servient land by means of poles, wires, conduits or cables erected or laid on or under the surface of and through the soil of the easement area to the Dominant land.
- (ii) The Grantee shall be responsible for arranging the repair and maintenance of the electricity supply equipment and its replacement if necessary, so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:
- (a) The Grantee may for the purpose of complying with any obligation or right of the Grantee under this Certificate:
    - (i) enter the servient land with or without agents, servants, contractors and workmen with all necessary tools, implements, machinery, vehicles and equipment.
    - (ii) remain on the servient land for such time as is reasonable for the purpose of so complying.
  - (b) In exercising any rights under this easement the Grantee shall:
    - (i) 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
    - (ii) forthwith make good any damage done to the servient land and to the occupier of the servient land.
  - (c) The Grantor shall do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to the easement.
  - (d) In this Certificate:
    - (i) "the Grantee" means the registered proprietor for the time being of the dominant land to which the easement is appurtenant;
    - (ii) "the Grantee and other authorised persons" means the Grantee and the agents, servants, workmen, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the easement;
    - (iii) "the Grantor" means the registered proprietor for the time being of the servient land which is subject to the easement;
    - (iv) "easement area" referred to in clause 1 (c) means that part of the land described in the Schedule as being subject to a right to Transmit Electricity.
3. Any disputes arising between the parties as to the construction or operation of the easements created shall be referred to Arbitration within the meaning of the Arbitration Act 1996.

Handwritten signatures and initials, including a large signature that appears to be 'Angus' and several other initials and marks.

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:  
(See insert sheets)

DATED this 24<sup>th</sup> day of September 2001.

Signed by the above named RALPH ROYLE )  
WOOLERTON and JEANETTE FAY )  
WOOLERTON )

*RR Woolerton*  
RR WOOLERTON  
*J Woolerton*  
JF WOOLERTON

in the presence of:

Witness Signature: *Diane L. Sharpe J.P.*

Witness Name: .....

Occupation: *Diane L. Sharpe J.P.*

Address: *Peacocks Rd  
Rukuhia  
R.D. 2, Hamilton, N.Z.*



Signed by the above named KADHEM SADEK )  
MAJEED and KHEDIDJA NADJAT MAJEED )

*KS MAJEED*  
KS MAJEED  
*KN MAJEED*  
KN MAJEED

in the presence of:

Witness Signature: *G.W. O'Brien*

Witness Name: *G.W. O'Brien*

Occupation: *Solicitor*

Address: *Te Anau*

Dated this ..... day of .....

Signed by the above-named

BRUCE MICHAEL HOLDEN and )  
SHARON FAY HOLDEN )

*BM Holden*  
BM HOLDEN  
*SF Holden*  
SF HOLDEN

in the presence of

Witness *Diane L. Sharpe J.P.*

Occupation *Diane L. Sharpe J.P.*

Address *Peacocks Rd  
Rukuhia  
R.D. 2, Hamilton, N.Z.*



Correct for the purposes of the Land Transfer Act 1952

*Miche*  
(Solicitor for) the registered proprietor:

Approved by Registrar-General  
of Land under No. 1998/6031

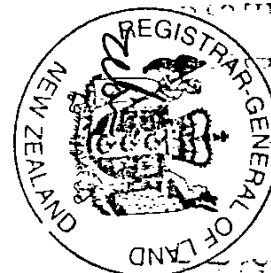
# EASEMENT CERTIFICATE

Land Transfer Act 1952

PRODUCED  
ENTERED

Law Firm Acting
GALLIE MILES SOLICITORS TE AWAMUTU <small>G:\DATA\Tracey\Val\WDC Docs\wollerton and mayred .esmt WDC Ref: 4581/116.00</small>

Auckland District Law Society  
REF: 4050



11.56 01.NOV01 B 684542.5  
7.12.2001 at 9.00

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REGISTER



⑦ EC \$38 + \$5 = \$43