

FORM 3  
 EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT A PRENDRE, OR CREATE LAND  
 COVENANT  
 SECTIONS 90A AND 90F, LAND TRANSFER ACT 1952

**EI 5835385.4 Easemen**

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Land registration district  
 Wellington

**Grantor** *Surname must be underlined*  
 Stuart Sinclair COTTLE and Linda Patricia COTTLE

**Grantee** *Surname must be underlined*  
 Stuart Sinclair COTTLE and Linda Patricia COTTLE

**Grant\* of easement or profit à prendre or creation of covenant:**  
 The Grantor, being the registered proprietor of the respective servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement (s) or profit à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 2nd day of July 2003

**Attestation**

A. <u>S. D. Cottle</u>  B. <u>Linda Patricia Cottle</u>	Signed in my presence by the Grantor <u>E. Cooke</u> Signature of witness  Witness to complete in BLOCK LETTERS (unless legibly printed)  Witness name Occupation Edwin Frederick Ruthven Cooke Solicitor Address Greytown
Signature [common seal] of Grantor	

A. <u>S. D. Cottle</u>  C. <u>Linda Patricia Cottle</u>	Signed in my presence by the Grantee <u>E. Cooke</u> Signature of witness  Witness to complete in BLOCK LETTERS (unless legibly printed)  Witness name Occupation Edwin Frederick Ruthven Cooke Solicitor Address Greytown
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

E. Cooke  
 [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 *2nd July 2003*

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**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 (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way Easement for telecommunications electricity supply	D on Lot 322126	Lot 4 88258	Lot 5 CT 88259

**Easements or *profits a 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 added to** by:  
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.*

[Empty rectangular box]

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

*A. D. Battle* *[Signature]* *[Signature]* *[Signature]*

ANNEXURE SCHEDULE 2

Easement Instrument

Dated *2nd July 2003* Page 3 of 4 pages

Easements or profits à prendre, rights and powers (including terms, covenants and conditions) (continued)

The maintenance provisions in the fourth Schedule to the Land Transfer Regulations 2002 are modified by the addition as follows:

11.(5) Any maintenance, repair or replacement of the Easement Facility that is necessary because of any act or omission by either party (which includes any agents, employees, contractors, sub-contractors or invitees of that party) must be carried out promptly by that party responsible at their sole cost.

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

*S.S. Gatto* *James P. Gatto* *R.G.* *J. Seal*

ANNEXURE SCHEDULE 3

Easement Instrument

Dated *2nd July 2003*

Page 4 of 4 pages

Rabobank New Zealand Limited, as Mortgagee by virtue of Mortgage No. B 155134.2, of Certificate of Title WN 31B/40 hereby consents to the within easements and covenants.

SIGNED for RABOBANK NEW ZEALAND LIMITED by its Attorneys in the presence of:  <i>Jos Peter de Groot</i> ..... <i>John Peter Larcomb</i> ..... Signature of Consenting Party	Signed in my presence by the Consenting Party <i>J. R. Quinn-Hoke</i>
	Signature of witness <i>4/9/03</i> Witness to complete in BLOCK LETTERS (unless legibly printed): Witness name <i>Tania Ramari Quinn-Hoke</i> Occupation <i>Bank Officer</i> Address <i>Wellington</i>

Certified correct for the purposes of the Land Transfer Act 1952

*E. Clarke*  
Solicitor for the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used

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

We, **Jos Peter de Groot** and **John Peter Larcomb**  
Senior Manager and Manager respectively, both of Wellington in New Zealand do hereby  
certify:

1. THAT by deed dated 18<sup>th</sup> day of April 2000 Rabobank New Zealand Limited,  
appointed us as its attorney's on the terms and subject to the conditions set out in the  
said deed.
  
2. THAT the power of attorney was deposited in the Land Transfer Office at:  
Blenheim (Marlborough Registry) and there numbered 215414.1  
Christchurch (Canterbury Registry) and there numbered A483706.1  
Dunedin (Otago Registry) and there numbered 5013528.1  
Gisborne (Poverty Bay Registry) and there numbered 231450.1  
Hamilton (South Auckland Registry) and there numbered B637396.1  
Hokitika (Westland Registry) and there numbered 115481.1  
Invercargill (Southland Registry) and there numbered 5016998.1  
Napier (Hawkes Bay Registry) and there numbered 709427.1  
Nelson (Nelson Registry) and there numbered 402416.1  
New Plymouth (Taranaki Registry) and there numbered 475072.1  
Wellington (Wellington Registry) and there numbered B810600.1  
Auckland (North Auckland Registry) and there numbered D557660.1
  
3. THAT as the date hereof we have not received any notice or information of the  
revocation of that appointment by the winding up of the said Rabobank New Zealand  
Limited or otherwise.

SIGNED at Wellington this 4<sup>th</sup> day of September 2003.

  
\_\_\_\_\_  
**Jos Peter de Groot**

  
\_\_\_\_\_  
**John Peter Larcomb**