

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

EI 5835385.5 Easemen

Cpy - 01/01, Pgs - 005, 11/12/03, 08:39



Land registration district

Wellington

Grantor

Surname must be underlined

Stuart Sinclair COTTLE and Linda Patricia COTTLE

Grantee

Surname must be underlined

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED

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 25th day of August 2003

Attestation

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

<p>Fletcher Concrete and Infrastructure Limited</p> <p>A. <u></u></p> <p>C. <u></u></p>	<p>Signed in my presence by the Grantee</p> <p><u></u> Signature of witness</p> <p>Witness to complete in BLOCK LETTERS (unless legibly printed)</p> <p>Witness name JAN BURROWES</p> <p>Occupation SECRETARY</p> <p>Address AUCKLAND</p>
<p>Signature [common seal] of Grantee</p>	

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

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

Annexure Schedule 1

Easement instrument

Dated *25th August 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 quarrying effects	LT 322126	Lot 4 88258 Lot 5 88259 100 88260	Fletcher Concrete and Infrastructure Limited

**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.*

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

[Handwritten signatures and initials]

ANNEXURE SCHEDULE 2

Easement Instrument

Dated 25th August 2003 Page 3 of 4 pages

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

The Grantor hereby transfers and grants to the Grantee an easement for all time being the full, free, uninterrupted and unrestricted right, liberty and licence from time to time and at all times to carry on all quarrying activities on the land adjacent to the Servient Tenement in a manner authorised under the Resource Management Act 1991 and which may have adverse effects on the Servient Tenement, including (but without limitation):

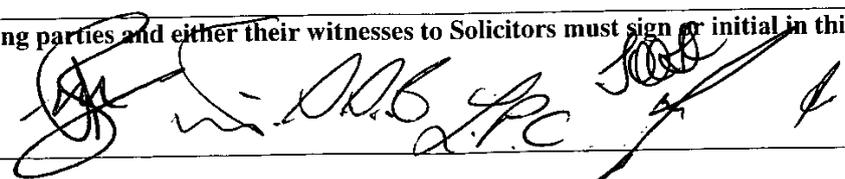
- (a) the emission of noise, vibrations, earth movement and dust over the Servient Tenement and effects of explosion on the Servient Tenement; and
- (b) allowing such emissions to escape, pass over or settle on and vibrations and effects of explosions to pass through the Servient Tenement.

Covenants, Terms and Conditions

The Grantor and the Grantee acknowledge and confirm that:

- 1 ~~The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952 shall not apply to this easement.~~ AB
- 2 Any dispute which may arise between the parties out of or in connection with the easement ("Dispute") shall be referred to and resolved by arbitration by a sole arbitrator under the Arbitration Act 1996. The arbitral proceedings shall commence on the date that a written request for the Dispute to be referred to arbitration as received by the respondent. The arbitrator shall be appointed by the parties to the initial Dispute failing agreement within ten working days, after the date of receipt of the written request the arbitrator shall be appointed at the request of a party by the president or vice president for the time being of the New Zealand Law Society or the Nominee of such president or vice president. The place of the arbitration shall be Auckland, New Zealand. The substantive law of New Zealand shall apply to the arbitration. No arbitral proceedings are to be commenced in respect of any Dispute unless the written request for the Dispute to be referred to arbitration is received by the respondent within three months of the time when the matter or matters giving rise to the Dispute first came to the attention of the parties seeking to commence the arbitral proceedings.
- 3 Clauses 3 and 6 of the Second Schedule of the Arbitration Act 1996 shall apply to any arbitral proceedings under this easement. All other clauses in the Second Schedule shall not apply.
- 4 This grant and the covenants and conditions herein set forth shall be binding upon the executors, administrators, successors in title and assigns of the Grantor.
- 5 The Grantee may grant any licence or right in respect of any estate or interest conferred by this easement and may assign any such estate or interest.

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



ANNEXURE SCHEDULE 3

Easement Instrument

Dated *25th August 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: Jos Peter de Groot <i>[Signature]</i> ----- John Peter Larcomb ----- Signature of Consenting Party	Signed in my presence by the Consenting Party <i>[Signature]</i>
	Signature of witness <i>4/9/03</i> Witness to complete in BLOCK LETTERS (unless legibly printed) Witness name Tania Ramari Quinn-Heke Occupation Bank Officer Address Wellington

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

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 18th 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.

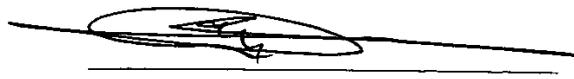
2. THAT the power of attorney was deposited in the Land Transfer Office at:
Blenheim (Marlborough Registry) and there numbered 215414.1
Christchurch (Canterbury Registry) and there numbered A483706.1
Dunedin (Otago Registry) and there numbered 5013528.1
Gisborne (Poverty Bay Registry) and there numbered 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 4th day of September 2003.



Jos Peter de Groot



John Peter Larcomb