

Approved by Registrar-General of Land under No. 2002/6055

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

EI 7715575.4 Easement

Cpy - 01/01, Pgs - 006, 15/02/08, 08:40

Land registration district

SOUTH AUCKLAND



DocID: 611620499

Grantor

Surname(s) must be underlined or in CAPITALS.

Terrence Rayburn McFETRIDGE, John Grant McFETRIDGE and Bruce Murray SMITH

Grantee

Surname(s) must be underlined or in CAPITALS.

Terrence Rayburn McFETRIDGE, John Grant McFETRIDGE and Bruce Murray SMITH

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 3rd day of DECEMBER 2007

Attestation

	Signed in my presence by the Grantor /Grantee Terrence Rayburn McFETRIDGE
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation WILLIAM HUGH JONES SOLICITOR WHAKATANE
Signature [common seal] of Grantor / Grantee	Address (continued on page 3 annexure schedule)

	Signed in my presence by the Grantee /Grantor John Grant McFETRIDGE
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name JEFFREY DAVID REED
	Occupation J D Reed Solicitor Christchurch
Signature [common seal] of Grantee / Grantor	Address (continued on pages 3 annexure schedule)

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.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

371503
371510

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Annexure Schedule 1



Easement instrument

Dated

3rd December 2007

Page

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of

3

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)
Land covenant	Z on DP392696 (continued on page 2 annexure schedule)	Lot 8 DP392696 (371510)	Lot 1 DP392696 (371503) Lot 2 DP392696 (371504) Lot 3 DP392696 (371505) Lot 4 DP392696 (371506) Lot 5 DP392696 (371507) Lot 6 DP392696 (371508)

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].~~ As set out in Schedule B

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

[Handwritten signatures and initials]

Annexure Schedule

Insert type of instrument

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

Easement Instrument

Dated 3rd DECEMBER 2007

Page 2 of 3 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Schedule A:

	DP392696		
Land covenant	Lot 7 on DP392696	Lot 7 DP392696 (371509)	Lot 1 DP392696 (371503) Lot 2 DP392696 (371504) Lot 3 DP392696 (371505) Lot 4 DP392696 (371506) Lot 5 DP392696 (371507) Lot 6 DP392696 (371508) Lot 8 DP392696 (371510)

Schedule B

1. In respect of Lot 7 on DP392696 the land covenant hereby created shall be:

Not to plant nor permit to be planted any tree(s) which exceed(s) a height of more than three (3) metres above ground level at the point of planting and not to plant nor permit to be planted any clusters of trees, shelter belts and/or commercial plantations on the land covenant area.

2. In respect of the area marked Z on DP392696 the land covenant hereby erected shall be:

- (a) *Subject to (b) not to plant nor permit to be planted any tree(s) which exceed(s) a height of more than three (3) metres above ground level at the point of planting and not to plant nor permit to be planted any clusters of trees, shelter belts and/or commercial plantations on the land covenant area.*
- (b) *Notwithstanding the height restriction in (a) the grantor shall be entitled to plant or permit to be planted individual specimen trees having a height not exceeding seven (7) metres above ground level at the point of planting on any residential curtilage area of up to 2,500 square metres within area Z.*

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.

[Handwritten signatures and initials]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Instrument

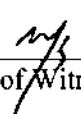
Dated 3rd December 2007

Page 3 of 3 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed by the Grantor/Grantee)
Bruce Murray SMITH)
in the presence of:)


Signature of Witness

Witness to complete in BLOCK letters (*unless legibly printed*)

Witness Name:

Occupation: WILLIAM HUGH JONES
SOLICITOR
WHAKATANE

Address:

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.

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Easement Instrument**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ANZ National Bank Limited**Mortgagee under Mortgage B646240.3****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~~~section~~ of the ~~Land Transfer Act 1952~~ Act

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

Easement Instrument creating land covenants over Lots 7 and 8 DP392696Dated this 20th day of December 2007**Attestation****ANZ National Bank Limited
by its Attorney****KAPUA KATRINA GARDINER**

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

**ASH MAHARAJ
BANK OFFICER
AUCKLAND**

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

The ANZ National Bank Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **KAPUA KATRINA GARDINER**, Manager Lending Services of Auckland in New Zealand, certify 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 rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

SIGNED by the abovenamed)
Attorney at Auckland on this)
20th day of December 2007)


KAPUA KATRINA GARDINER