

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 7933512.14 Easement

Cpy - 01/01, Pgs - 020, 10/09/08, 13:08



DocID: 511911647

Grantor

Surname(s) must

PROFESSIONAL CONTRACTORS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

PROFESSIONAL CONTRACTORS LIMITED

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 5th day of August 2008

Attestation

Professional Contractors Limited by one of its Directors in the presence of:

Peter Edward Kendall

Signature [common seal] of Grantor

Signed in my presence by the Grantor

Signature of witness

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

Occupation STEPHEN RICHARD FRANKLIN
 SOLICITOR
 WHAKATANE

Address

Professional Contractors Limited by one of its Directors in the presence of:

Peter Edward Kendall

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

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

Occupation STEPHEN RICHARD FRANKLIN
 SOLICITOR
 WHAKATANE

Address

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.

13 EI 60 sat stamp

Annexure Schedule 1



Easement instrument

Dated

Page

1

of

19

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)
<p>Right of way Right to convey electricity telecommunications & computer media</p>	<p>A, B, C, D, E</p>	<p>Lot 50 DP 401573 (409413)</p>	<p>Lots 1 DP 401573 (409407) Lot 2 DP 401573 (409408) Lot 3 DP 401573 (409409) Lot 4 DP 401573 (409410) Lot 5 DP 401573 (409411) Lot 6 DP 401573 (409412) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421)</p>

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Easements or profits à 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 the Fifth Schedule of the Property Law Act 2007.

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

[Handwritten signatures and initials]

Annexure Schedule



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

Easement

Dated

Page 2 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

Schedule A			
<i>(Continue in additional Annexure Schedule if required.)</i>			
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) (DP 401573)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way Right to convey electricity, telecommunications & computer media	A, B, C, D, E	Lot 50 DP 401573 (409413)	Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426) Lot 21 DP 401573 (409427) Lot 22 DP 401573 (409428) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
	F	Lot 50 DP 401573 (409413)	Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425)
	G	Lot 50 DP 401573 (409413)	Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425)
	H	Lot 50 DP 401573 (409413)	Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424)
	J, Y	Lot 2 DP 401573 (409408)	Lot 1 DP 401573 (409407) Lot 3 DP 401573 (409409)
	K	Lot 2 DP 401573 (409408)	Lot 3 DP 401573 (409409)
	L, Z	Lot 4 DP 401573 (409410)	Lot 5 DP 401573 (409411)
	AQ, M, N	Lot 50 DP 401573 (409413)	Lot 6 DP 401573 (409412) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 41 DP 401573 (409416)
	O	Lot 7 DP 401573 (409413)	Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 41 DP 401573 (409416)
	P	Lot 7 DP 401573 (409413)	Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 41 DP 401573 (409416)
	Q	Lot 7 DP 401573 (409413)	Lot 10 DP 401573 (409416) Lot 41 DP 401573 (409416)
	R	Lot 16 DP 401573 (409422)	Lot 15 DP 401573 (409421) Lot 17 DP 401573 (409423)
	S	Lot 16 DP 401573 (409422)	Lot 15 DP 401573 (409421)

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



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

Easement

Dated

Page 3 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) (DP 401573)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way, Right to Convey electricity Telecommunications & computer media	T	Lot 32 DP 401573 (409431)	Lot 30 DP 401573 (409429) Lot 31 DP 401573 (409430)
	U	Lot 30 DP 401573 (409429)	Lot 31 DP 401573 (409430)
	V	Lot 34 DP 401573 (409432)	Lot 35 DP 401573 (409433)
	X	Lot 15 DP 401573 (409421)	Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423)
Right of way, Right to convey telecommunications & computer media	W	Lot 50 DP 401573 (409413)	Lot 21 DP 401573 (409427)
Right to convey electricity, telecommunications & computer media	AH	Lot 50 DP 401573 (409413)	Lot 1 DP 401573 (409407) Lot 2 DP 401573 (409408) Lot 3 DP 401573 (409409) Lot 4 DP 401573 (409410) Lot 5 DP 401573 (409411) Lot 6 DP 401573 (409412) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426) Lot 22 DP 401573 (409428) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
	AQ	Lot 50 DP 401573 (409413)	Lot 2 DP 401573 (409408) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 22 DP 401573 (409428) Lot 42 DP 401573 (409408)
	M, N	Lot 50 DP 401573 (409413)	Lot 2 DP 401573 (409408) Lot 22 DP 401573 (409428) Lot 42 DP 401573 (409408)
Right to convey electricity	BF	Lot 18 DP 401573 (409424)	Lot 21 DP 401573 (409427)
	BE	Lot 31 DP 401573 (409430)	Lot 30 DP 401573 (409429)

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



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

Easement

Dated

Page 4 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference) (DP 401573)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey electricity, telecommunications & computer media	AI, AJ	Lot 1 DP 401573 (409407)	Lot 2 DP 401573 (409408) Lot 3 DP 401573 (409409) Lot 4 DP 401573 (409410) Lot 5 DP 401573 (409411) Lot 6 DP 401573 (409412) Lot 7 DP 401573 (409413) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426) Lot 22 DP 401573 (409428) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
	Y	Lot 2 DP 401573 (409408)	Lot 3 DP 401573 (409409) Lot 4 DP 401573 (409410) Lot 5 DP 401573 (409411) Lot 6 DP 401573 (409412) Lot 7 DP 401573 (409413) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426) Lot 22 DP 401573 (409428) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)

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



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

Easement

Dated

Page 5 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) (DP 401573)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey electricity, telecommunications & computer media	AK, AL	Lot 3 DP 401573 (409409)	Lot 2 DP 401573 (409408) Lot 4 DP 401573 (409410) Lot 5 DP 401573 (409411) Lot 6 DP 401573 (409412) Lot 7 DP 401573 (409413) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426) Lot 22 DP 401573 (409428) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
	AM, Z	Lot 4 DP 401573 (409410)	Lot 2 DP 401573 (409408) Lot 5 DP 401573 (409411) Lot 6 DP 401573 (409412) Lot 7 DP 401573 (409413) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426) Lot 22 DP 401573 (409428) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)

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



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

Easement

Dated

Page 6 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference) (DP 401573)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT <i>or</i> in gross)
Right to convey electricity, telecommunications & computer media	AN, AO	Lot 5 DP 401573 (409411)	Lot 2 DP 401573 (409408) Lot 6 DP 401573 (409412) Lot 7 DP 401573 (409413) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426) Lot 22 DP 401573 (409428) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
	AP, BN	Lot 22 DP 401573 (409428)	Lot 2 DP 401573 (409408) Lot 6 DP 401573 (409412) Lot 7 DP 401573 (409413) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
	O, P	Lot 7 DP 401573 (409413)	Lot 2 DP 401573 (409408) Lot 42 DP 401573 (409408)
	AR, AS	Lot 12 DP 401573 (409418)	Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426)
	BA	Lot 11 DP 401573 (409417)	Lot 2 DP 401573 (409408) Lot 42 DP 401573 (409408)

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



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

Easement

Dated

Page 7 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) (DP 401573)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey electricity, telecommunications & computer media	BB	Lot 9 DP 401573 (409415)	Lot 2 DP 401573 (409408) Lot 11 DP 401573 (409417) Lot 42 DP 401573 (409408)
	BC	Lot 11 DP 401573 (409417)	Lot 2 DP 401573 (409408) Lot 42 DP 401573 (409408)
	BG	Lot 15 DP 401573 (409421)	Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423)
	BH	Lot 16 DP 401573 (409422)	Lot 15 DP 401573 (409421) Lot 17 DP 401573 (409423)
	BI, BJ	Lot 8 DP 401573 (409414)	Lot 2 DP 401573 (409408) Lot 7 DP 401573 (409413) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
	BK	Lot 9 DP 401573 (409415)	Lot 2 DP 401573 (409408) Lot 7 DP 401573 (409413) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
	BL	Lot 11 DP 401573 (409417)	Lot 2 DP 401573 (409408) Lot 7 DP 401573 (409413) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
Right to convey electricity	AT	Lot 30 DP 401573 (409429)	Lot 18 DP 401573 (409424) Lot 21 DP 401573 (409427)
	AU	Lot 18 DP 401573 (409424)	Lot 21 DP 401573 (409427)
	AV	Lot 35 DP 401573 (409433)	Lot 30 DP 401573 (409429) Lot 31 DP 401573 (409430) Lot 32 DP 401573 (409431) Lot 34 DP 401573 (409432)
	AW	Lot 34 DP 401573 (409432)	Lot 30 DP 401573 (409429) Lot 31 DP 401573 (409430) Lot 32 DP 401573 (409431)
	AX	Lot 31 DP 401573 (409430)	Lot 30 DP 401573 (409429) Lot 32 DP 401573 (409431)
	AY	Lot 31 DP 401573 (409430)	Lot 32 DP 401573 (409431)

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



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

Easement

Dated

Page 8 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) (DP 401573)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey electricity	Q	Lot 7 DP 401573 (409413)	Lot 2 DP 401573 (409408) Lot 9 DP 401573 (409415) Lot 11 DP 401573 (409417) Lot 42 DP 401573 (409408)
Right of way (pedestrian only) Right to convey water AG?	I, AE, AF	Lot 50 DP 401573 (409413)	Lot 1 DP 401573 (409407) Lot 2 DP 401573 (409408) Lot 3 DP 401573 (409409) Lot 4 DP 401573 (409410) Lot 5 DP 401573 (409411) Lot 6 DP 401573 (409412) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426) Lot 21 DP 401573 (409427) Lot 22 DP 401573 (409428) Lot 30 DP 401573 (409429) Lot 31 DP 401573 (409430) Lot 32 DP 401573 (409431) Lot 34 DP 401573 (409432) Lot 35 DP 401573 (409433) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
Right of way	A, B, C, D, E	Lot 50 DP 401573 (409413)	Lot 30 DP 401573 (409429) Lot 31 DP 401573 (409430) Lot 32 DP 401573 (409431) Lot 34 DP 401573 (409432) Lot 35 DP 401573 (409433)

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



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

Easement

Dated []

Page 9 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) (DP 401573)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	F	Lot 50 DP 401573 (409413)	Lot 1 DP 401573 (409407) Lot 2 DP 401573 (409408) Lot 3 DP 401573 (409409) Lot 4 DP 401573 (409410) Lot 5 DP 401573 (409411) Lot 6 DP 401573 (409412) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 20 DP 401573 (409426) Lot 21 DP 401573 (409427) Lot 22 DP 401573 (409428) Lot 30 DP 401573 (409429) Lot 31 DP 401573 (409430) Lot 32 DP 401573 (409431) Lot 34 DP 401573 (409432) Lot 35 DP 401573 (409433) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
	G	Lot 50 DP 401573 (409413)	Lot 1 DP 401573 (409407) Lot 2 DP 401573 (409408) Lot 3 DP 401573 (409409) Lot 4 DP 401573 (409410) Lot 5 DP 401573 (409411) Lot 6 DP 401573 (409412) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 20 DP 401573 (409426) Lot 21 DP 401573 (409427) Lot 22 DP 401573 (409428) Lot 30 DP 401573 (409429) Lot 31 DP 401573 (409430) Lot 32 DP 401573 (409431) Lot 34 DP 401573 (409432) Lot 35 DP 401573 (409433) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)

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



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

Easement

Dated

Page 10 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) (DP 401573)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	H	Lot 50 DP 401573 (409413)	Lot 1 DP 401573 (409407) Lot 2 DP 401573 (409408) Lot 3 DP 401573 (409409) Lot 4 DP 401573 (409410) Lot 5 DP 401573 (409411) Lot 6 DP 401573 (409412) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426) Lot 21 DP 401573 (409427) Lot 22 DP 401573 (409428) Lot 30 DP 401573 (409429) Lot 31 DP 401573 (409430) Lot 32 DP 401573 (409431) Lot 34 DP 401573 (409432) Lot 35 DP 401573 (409433) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
	M, N, AQ	Lot 50 DP 401573 (409413)	Lot 1 DP 401573 (409407) Lot 2 DP 401573 (409408) Lot 3 DP 401573 (409409) Lot 4 DP 401573 (409410) Lot 5 DP 401573 (409411) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426) Lot 21 DP 401573 (409427) Lot 22 DP 401573 (409428) Lot 30 DP 401573 (409429) Lot 31 DP 401573 (409430) Lot 32 DP 401573 (409431) Lot 34 DP 401573 (409432) Lot 35 DP 401573 (409433) Lot 42 DP 401573 (409408)

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



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

Easement

Dated

Page 11 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) (DP 401573)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water	A, B, C, D, E, F, G, H, M, N, AQ	Lot 50 DP 401573 (409413)	Lot 1 DP 401573 (409407) Lot 2 DP 401573 (409408) Lot 3 DP 401573 (409409) Lot 4 DP 401573 (409410) Lot 5 DP 401573 (409411) Lot 6 DP 401573 (409412) Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 12 DP 401573 (409418) Lot 13 DP 401573 (409419) Lot 14 DP 401573 (409420) Lot 15 DP 401573 (409421) Lot 16 DP 401573 (409422) Lot 17 DP 401573 (409423) Lot 18 DP 401573 (409424) Lot 19 DP 401573 (409425) Lot 20 DP 401573 (409426) Lot 21 DP 401573 (409427) Lot 22 DP 401573 (409428) Lot 30 DP 401573 (409429) Lot 31 DP 401573 (409430) Lot 32 DP 401573 (409431) Lot 34 DP 401573 (409432) Lot 35 DP 401573 (409433) Lot 41 DP 401573 (409416) Lot 42 DP 401573 (409408)
	x	Lot 15 DP 401573 (409421)	Lot 16 DP 401573 (409422)
	O	Lot 7 DP 401573 (409413)	Lot 8 DP 401573 (409414) Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 41 DP 401573 (409416)
	P	Lot 7 DP 401573 (409413)	Lot 9 DP 401573 (409415) Lot 10 DP 401573 (409416) Lot 11 DP 401573 (409417) Lot 41 DP 401573 (409416)
	Q	Lot 7 DP 401573 (409413)	Lot 10 DP 401573 (409416) Lot 41 DP 401573 (409416)

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



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

Easement

Dated

Page 12 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

EASEMENTS RIGHTS AND POWERS

1. **Right of Way**

1.1 The full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee, the Grantee's tenants, servants, agents, workmen, licencees and invitees (in common with the Grantor, the Grantor's tenants and any other person lawfully entitled to do so) from time to time and at all times by day and by night to go, pass and repass on foot, with or without domestic animals of any kind, and with carriages, vehicles, motor vehicles, machinery and implements of any kind excluding heavy earthmoving machinery with metal tracks of a size or weight that may damage the carriageway, unless such heavy earthmoving machinery is transported on a truck or trailer over and along the easement area.

1.2 The costs of repair and maintenance of all rights of way, other than the rights of way specifically provided for in relation to Lot 50 DP 401573 in clause 5 of this Easement Instrument, shall be borne by the Grantor and the Grantee, on a fair and reasonable basis having regard to use and in the event that there is any dispute as to what constitutes a fair and reasonable basis in this regard then such dispute shall be referred to arbitration in accordance with paragraph f of this Easement Instrument.

2. **Right to Convey Electricity**

The same rights and powers as set out in paragraph 7 of the Fourth Schedule to the Land Transfer Regulations 2002.

3. **Right to Convey Telecommunications and Computer Media**

The same rights and powers as set out in paragraph 8 of the Fourth Schedule to the Land Transfer Regulations 2002.

4. **Right to Convey Water**

The same rights and powers as set out in paragraph 3 of the Fourth Schedule to the Land Transfer Regulations 2002.

5. **Easements Relating to Lot 50 DP 401573**

5.1 **INTERPRETATION**

In this clause:-

5.1.1 **Definitions:**

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



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

Easement

Dated

Page 13 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

"Committee" means a committee of Registered Proprietors formed to manage the Silverstream Falls common fund pursuant to sub-clause 5.1.

"Easement Area" means all of the servient land (Lot 50 DP 401573).

"Lot 50" means all that land defined as Lot 50 DP 401573 (South Auckland Registry) and all items contained or affixed on or within that land.

"Recreational Areas" means those areas within Lot 50 DP 401573 (South Auckland Registry) that have recreational, historical, archaeological or scenic value that do not form part of the carriageway within Lot 50.

"Registered Proprietor" means the Registered Proprietor for the time being of any parcel of land having dominant tenement Easement rights over Lot 50 DP 401573 (South Auckland Registry) and where more than one all the Registered Proprietors of any such parcel of land.

"Servient land" means Lot 50 DP 401573 (South Auckland Registry).

5.1.2 **Sub-clause:** references to sub-clauses are references to sub-clauses of this clause within this Easement Instrument:

5.1.3 **Defined expressions:** expressions defined in the main body of this clause have the meaning defined in the whole of this clause.

5.1.4 **Parties:** references to parties are references to parties to this Deed; and

5.1.5 **Plural and singular:** singular words include the plural and vice versa.

5.2 **RIGHT OF WAY EASEMENT**

5.2.1 The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee, the Grantee's tenants, servants, agents, workmen, licensees and invites (in common with the Grantor, the Grantor's tenants and any other person lawfully entitled to do so) from time to time and at all times by day and by night to go, pass and re-pass on foot, with or without domestic animals of any kind, and with carriages, vehicles, motor vehicles, machinery and implements of any kind excluding heavy earth moving machinery with metal tracks or of a size or weight that may damage the carriageway unless such heavy earth moving machinery is transported on a truck or trailer, over and along the formed carriageway on the Easement Area.

5.3 **RECREATION EASEMENT**

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



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

Easement

Dated

Page 14 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

5.3.1 In respect of the Recreational Areas located within Lot 50 the Registered Proprietors, whether by themselves or with invitees and all other persons lawfully using the dominant tenement from time to time and at all times shall have the right to access and roam at large upon and over the recreational areas on foot for the purpose of inspecting, enjoying, appreciating, researching, investigating surveying, protecting, enhancing and preserving:

- (a) The scenic interest and beauty of the Recreational Areas;
- (b) The flora and fauna on the Recreational Areas;
- (c) The natural features and landscapes of the Recreational Areas; and
- (d) The historical features and values of the Recreational Areas.

5.3.2 In respect of the Recreational Areas located within Lot 50, the Registered Proprietors whether by themselves or with invitees and all other persons lawfully using the dominant tenement from time to time and at any time shall not:

- (a) Take motorised vehicles of any description whatsoever onto the Recreational Areas;
- (b) Camp or light any fires upon the Recreational Areas;
- (c) Fell, remove, clear, burn or take any native trees, shrubs or plants of any kind from the Recreational Areas but will leave them in their natural state at all times;
- (d) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than local native flora;
- (e) Mark, paint, deface, blast, move or remove any rock or stone or in any way disturb the ground;
- (f) Erect, display, or permit to be erected or displayed any sign, notice, hoarding or advertising matter of any kind other than as is required by law;
- (g) Allow cattle, sheep, horses or other livestock to enter, graze, feed or otherwise to be present upon the Recreational Areas; and/or
- (h) Take or do, nor permit to be taken or done, anything which will in any way cause deterioration in the natural flow, supply, quantity, or quality of any river, stream, lake, pond, marsh or any other water resource affecting the recreation area.

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



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

Easement

Dated

Page 15 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

5.4 SILVERSTREAM FALLS COMMON FUND:

5.4.1 The Registered Proprietors shall each contribute to a common fund in the proportions set out in sub-clause 4.2, to be known as the "Silverstream Falls common fund" for the management and maintenance of Lot 50. Amounts of such contributions shall be assessed at least annually based on estimates or such amounts as may be necessary to ensure all costs of maintaining the facilities and amenities of Lot 50 are met.

5.4.2 Registered Proprietors Contributions:

(a) The Registered Proprietors of Lots 1 – 20 and 22 shall each contribute equally to the Silverstream Falls common fund such amounts as may be determined from time to time by a meeting of the Registered Proprietors held pursuant to sub-clause 5.1. Such contributions will be defined as a "full share".

(b) The Registered Proprietors of Lots 21, 30, 31, 32, 34 and 35 shall each be liable to contribute 16.67 percent (1/6th) of a "full share" to the Silverstream Falls common fund.

5.4.3 The Silverstream Falls common fund shall be held for use for payment of maintenance, repairs, upkeep and upgrading (where necessary) of the carriageway and recreational, archaeological and/or historic areas contained within the Easement Area and any other incidental items relating to the maintenance, repair, upkeep and any upgrading of any of the other facilities contained within Lot 50, including but not limited to landscaping, gardening, drain and culvert cleaning and/or, maintenance, weed spraying, pest control, tree pruning, seal repairs to the carriageway, compliance with the District Plan and any other requirement of the territorial authority and/or QEII Covenants registered over the land and such other works considered necessary or desirable by the Registered Proprietors.

5.4.4 A minimum of fifty percent (50%) of all contributions received from Registered Proprietors shall be reserved for the purpose of capital works in the Easement area as and when such works may be required ("The Capital Works Fund"). The Capital Works Fund shall be invested with a trading Bank in New Zealand until such time, or times as any portion of it may be required.

5.4.5 Each Registered Proprietor shall be liable for an initial full share contribution to the Silverstream Falls common fund of \$900.00 (inclusive of GST (if any)) such payment to be made in accordance with the decision of the initial meeting of the Silverstream Falls

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



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

Easement

Dated

Page 16 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

common fund committee as to the date for payment and bank details for deposit of the payment.

5.4.6 In the absence of any decision to the contrary, the annual contributions of the Registered Proprietors to the Silverstream Falls common fund shall increase by an amount equal to the change in the Consumer Price Index (all Indices) during the proceeding 12 month period.

5.4.7 To ensure that the rating burden for Lot 50 is shared between all parties that have the use of the Easement Area, the Silverstream Falls common fund will annually reimburse the Registered Proprietor of Lot 7 for that portion of his/her/their total rates applicable to Lot 50. In order to assess that proportion of rates that relate to Lot 50 (as distinct from Lot 7) a Registered Valuer will be engaged from time to time and/or as required to assess the likely rating commitment applicable to Lot 7 on an equitable basis in comparison with the rates struck for the other Lots in the subdivision. The remainder of the total rates payable by the owner of Lot 7, after the deduction of the Registered Valuer's assessment of the Lot 7 rating commitment, shall be the portion of Lot 7's rates that are applicable to Lot 50.

5.5 ESTABLISHMENT OF SILVERSTREAM FALLS COMMON FUND:

5.5.1 For the purposes of establishing a committee to administer the Silverstream Falls common fund, opening bank account(s), appointing signatories, giving signing authority, and making any other decisions necessary to give effect to the provisions herein, any three (3) Registered Proprietors each owning a Lot, by a combined notice in writing may at any time and from time to time call a meeting of the Registered Proprietors (giving at least two weeks notice) at any suitable local location and at a convenient time.

In the case of the first meeting:-

- (a) The owner for the time being of Lot 7 DP 401573 shall be appointed as acting chairperson until and unless an alternative chairperson is appointed;

And in the case of all meetings (including the first meeting):-

- (b) Normal meeting procedures shall be followed including the election of a chairperson, secretary and treasurer;
- (c) One vote shall be attributed to each of Lots 1-20 and 22. A one sixth share of a vote shall be attributed to each of Lots 21, 30, 31, 32, 34 and 35. No vote shall be attributed to Lot 50 (notwithstanding that the Registered Proprietor of Lot 7 shall be entitled to vote in respect of that Lot only).

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



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

Easement

Dated

Page 17 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

- (d) The Registered Proprietors of any six Lots (or any five Lots and all the owners of Lots 21, 30, 31, 32, 34 and 35) shall be a quorum, unless the number of Registered Proprietors required to form a quorum is specifically amended by a two-thirds majority of all Registered Proprietors;
- (e) Decisions shall be by a two-thirds majority (with due allowance made for voting rights) of those Registered Proprietors present, the chairperson shall not have a casting vote;
- (f) Voting shall be by a show of hands of those Registered Proprietors present and in proportion to each Registered Proprietor's voting right; and
- (g) Registered Proprietors shall be entitled to vote by proxy.
- (h) Written minutes of all meetings shall be taken and distributed to all Registered Proprietors.
- (i) The Registered Proprietor for the time being of Lot 7 Shall be entitled to be a member of any committee formed to administer the Silverstream Falls common fund.

5.5.2 For the avoidance of doubt the powers of the committee shall be limited to the maintenance and administration of the Easement area and Silverstream Falls common fund and shall not apply to the terms of this Easement.

5.6 URGENT REPAIRS

5.6.1 The Registered Proprietor of Lot 7 and/or the Chairperson of the Committee for the time being may authorise such urgent repairs as may be necessary to maintain or repair anything that obstructs the use of or access to, along or over the Easement area, without the need to have a meeting in terms of clause 5.1 hereof and all the Registered Proprietors shall be responsible for the costs of such repair in accordance with sub-clause 4.2 above.

5.7 NOTICES

5.7.1 For the purpose of receipt of notices and accounts by the Silverstream Falls common fund the mailing address shall be the postal address of the Registered Proprietor of Lot 7 DP 401573 unless otherwise agreed at a meeting of the Registered Proprietors pursuant to clause 5.1.

5.7.2 For the purposes of sending notices and accounts to the Registered Proprietors the mailing addresses shall be the postal address of each Registered Proprietor.

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



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

Easement

Dated

Page 18 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002 SAVE THAT:

- a. The registered proprietors for the time being of the Dominant Land which will have the use of the pipes, conduits, cables, wires and poles:
 - (i) used in connection with the easements of:
 - (a) right to convey water;
 - (b) right to convey electricity; and
 - (c) right to convey telecommunications and computer media; and
 - (ii) laid, placed or erected under, over or on the surface of the Easement Area

will pay in equal shares the costs of keeping and maintaining those pipes, conduits, cables, wires and poles in good order and condition, if those registered proprietors have the use of the pipes, conduits, cables, wires and poles at the point where any pipes, conduits, cables or wires serving one lot only connect with a common line of pipes, conduits, cables or wires will be deemed to be part of that common line.
- b. Where the need for any maintenance or repair is directly attributable to the actions of one only of the registered proprietors or of any tenant, servant, agent, workman, licensee or invitee of, or any visitor to, that proprietor, then that proprietor will pay all costs of that maintenance and repair.
- c. The registered proprietor for the time being of the dominant tenements will in the exercise of the powers hereby granted take reasonable and proper care not to damage any property of the registered proprietors if the time being of the servient tenement and shall promptly make good any damage caused by such registered proprietors or their employees, contractors, agents or authorised persons as the case may be.
- d. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule shall prevail.
- e. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in this Easement Instrument, the modifications shall 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.

Annexure Schedule



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

Easement

Dated

Page 19 of 19 Pages

(Continue in additional Annexure Schedule, if required.)

f. All disputes, differences or questions between the registered proprietors for the time being of the lots touching this easement instrument and the subject matter of this easement instrument will, in default of that dispute, difference or question being mutually referred to a single arbitrator, be referred to arbitration in the manner provided by the Arbitration Act 1996 or any amendment of that Act for the time being in force or any Act passed in substitution for that Act. The decision of the arbitrator or arbitrators will be final and binding on the proprietors.

Mortgagee consent:

SOUTHERN CROSS BUILDING SOCIETY LIMITED ("The Consentor") as Mortgagee under Mortgage number 5313381.2 consents pursuant to section 238(2) of the Land Transfer Act 1952 without prejudice to the rights and powers existing under the interest of The Consentor to the within Easement Instrument to grant Easements.

~~The Common Seal of the
Southern Cross Building
Society was hereunto affixed
in the presence of:~~

Director

~~Director~~

Authorised Signatory

in the presence of:

Secretary

*Michael Law
manager
Auckland*

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.