

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

**EI 7095612.8 Easement**

Land registration district

OTAGO



Cpy - 01/01, Pgs - 006, 01/11/06, 13:37



DocID: 110819614

Grantor

Surname(s) must be underlined or in CAPITALS.

ADAMSON FAMILY LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

QUEENSTOWN LAKES DISTRICT COUNCIL

**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<sup>th</sup> day of AUGUST 2006

**Attestation**

|              |                                                                                                                                                                                                                                                      |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Director | <b>Signed in my presence by the Grantor</b><br><br>Signature of witness<br>Witness to complete in BLOCK letters (unless legibly printed)<br><b>Witness name</b><br>Occupation <b>ERIC THOMSON</b><br><b>Solicitor</b><br><b>Alexandra</b><br>Address |
|              | <b>Signature [common seal] of Grantor</b>                                                                                                                                                                                                            |
| <br>         | <b>Signed in my presence by the Grantee</b><br><br>Signature of witness<br>Witness to complete in BLOCK letters (unless legibly printed)<br><b>Witness name</b><br>Occupation<br>Address                                                             |
|              | <b>Signature [common seal] of Grantee</b>                                                                                                                                                                                                            |

**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 18<sup>th</sup> AUGUST 2006Page 1 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) |
|--------------------------------------------------------------|------------------------|-----------------------------------|-----------------------------------------------|
| See attached schedule                                        |                        |                                   |                                               |

**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**

*[Handwritten signatures and initials]*

**Annexure Schedule**

Insert type of instrument

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



Easement

Dated

18<sup>th</sup> AUGUST 2006

Page

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of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**Continuation of Schedule A**

| Purpose (nature and extent) of easement, profit, or covenant | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant Tenement (Identifier/CT or in gross) |
|--------------------------------------------------------------|------------------------|-----------------------------------|-----------------------------------------------|
| Right to Drain Sewage and Water                              | A on DP 369201         | Lot 1 DP 369201 (281264)          | In gross                                      |
|                                                              | B on DP 369201         | Lot 1 DP 369201 (281264)          | In gross                                      |
|                                                              | C on DP 369201         | Lot 1 DP 369201 (281264)          | In gross                                      |
|                                                              | D on DP 369201         | Lot 2 DP 369201 (218265)          | In gross                                      |
|                                                              | E on DP 369201         | Lot 2 DP 369201 (218265)          | In gross                                      |
|                                                              | F on DP 369201         | Lot 3 DP 369201 (281266)          | In gross                                      |
|                                                              | G on DP 369201         | Lot 4 DP 369201 (281267)          | In gross                                      |
|                                                              | H on DP 369201         | Lot 5 DP 369201 (218268)          | In gross                                      |
|                                                              | I on DP 369201         | Lot 6 DP 369201 (281269)          | In gross                                      |
|                                                              | J on DP 369201         | Lot 7 DP 369201 (281270)          | In gross                                      |
|                                                              | K on DP 369201         | Lot 8 DP 369201 (281271)          | In gross                                      |
|                                                              | L on DP 369201         | Lot 29 DP 369201 (281292)         | In gross                                      |
|                                                              | M on DP 369201         | Lot 9 DP 369201 (281272)          | In gross                                      |
|                                                              | N on DP 369201         | Lot 10 DP 369201 (281273)         | In gross                                      |
| Right to Convey Water                                        | V & U on DP 369201     | Lot 20 DP 369201 (281283)         | In gross                                      |
|                                                              | U on DP 369201         | Lot 20 DP 369201 (281283)         | In gross                                      |
|                                                              | T on DP 369201         | Lot 19 DP 369201 (281282)         | In gross                                      |

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.

X. M. M.

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)

Insert type of instrument  
"Caveat", "Mortgage" etc**Mortgage**Page **3** of **3** 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 No. 6756192.1****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 \_\_\_\_\_ Act \_\_\_\_\_}

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

the Consentor hereby consents to:

**the within Easement**Dated this 18<sup>th</sup> day of AUGUST 2006**Attestation**ANZ National Bank Limited  
by its AttorneyPhalberg

Patricia Chalberg

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

**Ilsaad Razak****Bank Officer****Auckland**

Signature of Consentor

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.

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

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I, **Patricia Chalberg**, Manager Lending Services of Auckland in New Zealand hereby certifies that:

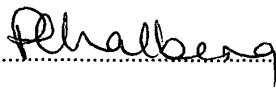
1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

|              |        |            |              |        |            |
|--------------|--------|------------|--------------|--------|------------|
| 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      18th      day of      August      2006

  
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