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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 7216079.5 Easement I

Cpy - 01/01, Pgs - 007, 01/02/07, 10:57

Land registration district

WELLINGTON



Grantor

Surname(s) must be underlined or in CAPITALS.

Keith Gordon BURMEISTER, Colin Ian HOARE and RUTHERFORDS TRUSTEE COMPANY LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

John William CORBETT and Diane Jean CORBETT

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 20th day of December, 2006

Attestation

 K G Burmeister C I Hoare (Continued on annexure page)	Signed in my presence by the Grantor _____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Harna Elizabeth King Occupation Law Clerk Cooper Rapley Lawyers Address Feilding
	Signature [common seal] of Grantor

 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 TERENCE PATRICK COMBER Occupation Justice of The Peace Registered Legal Executive Writers, Solicitors Address Palmerston North
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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

20/12/06

Page

1

of

2

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)
Water supply	"A" on DP 379516	Lot 2 DP367510 CT 273959	Lot 1 DP73016 CT WN52D/635

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]~~ ~~[negatived]~~ ~~[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

EGB

JWC DFB [Signature] [Signature]

Annexure Schedule



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

Easement

Dated 20/12/06

Page 2 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Profits à Prendre rights and powers (including terms, covenants and conditions)

1. The easements are forever appurtenant to the Dominant Tenements as set out in Schedule A of Annexure Schedule 1.
2. Where there is a conflict between the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952, the rights and powers of the Ninth Schedule of the Property Law Act 1952 shall prevail. Where there is a conflict between the Land Transfer Regulations 2002, the Ninth Schedule of the Property Law Act 1952 and the terms of this instrument, the terms of this instrument shall prevail.
3. Any maintenance, repair or replacement of the water supply or any apparatus used in conjunction therewith that is necessary because of any act or omission by the Grantor (which includes agents, employees, contractors, sub-contractors and invitees of that Grantor), or by the Grantee (which includes the same), must be carried out promptly by that owner and at that owner's sole cost. Where the act of omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule Land Transfer Regulations 2002).

Continuation of Attestation

Signed by RUTHERFORDS TRUSTEE)
COMPANY LIMITED as Grantor by)
its Director/s:)

In the presence of & witnessed
by:

R. SEFTON MARSHALL, J.P.
CHARTERED ACCOUNTANT
PALMERSTON NORTH

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 granting water

Page **1** of **1** pages

Supply

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

WESTPAC BANKING CORPORATION	Mortgage under Mortgage No. 5546009.3
------------------------------------	--

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 _____ Act _____]

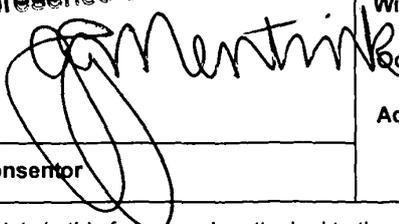
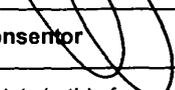
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the attached Easement Instrument creating a water supply right

Dated this 20th day of December 2006

Attestation

Signed by Westpac New Zealand Ltd By its Attorney/s: In the presence of: 	Signed in my presence by the Consentor 
	Signature of Witness  Witness to complete in BLOCK letters (unless legibly printed) Witness name Lizette Smith Occupation BANK OFFICER Address WESTPAC CHRISTCHURCH
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.

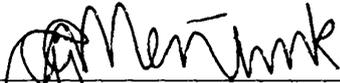
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Jennifer Gaye Mentink, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. THAT by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. THAT at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. THAT 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 **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Jennifer Gaye Mentink



this 20 December 2006

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



Insert type of instrument
"Caveat", "Mortgage" etc

Easement

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.)

RABOBANK NEW ZEALAND LIMITED

Mortgagee under Mortgage no. 6543036.4

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:

registration of the attached Easement Instrument

Dated this 23rd day of January 2006

Attestation

SIGNED for RABOBANK
NEW ZEALAND LIMITED
by its Attorneys in the presence of:

John George Ronaldson McLean

Michael John Davis

Signature of Consentor

Signed in my presence by the Consentor

[Signature]
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Judith Ann Roderick
Bank Officer
Wellington

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

We, **John George Ronaldson McLean** and **Michael John Davis** Senior Counsel 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:

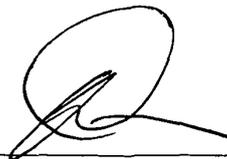
Blenheim (Marlborough Registry) and there numbered	215414.1
Christchurch (Canterbury Registry) and there numbered	A483706.1
Dunedin (Otago Registry) and there numbered	5013528.1
Gisborne (Gisborne Registry) and there numbered	231450.1
Hamilton (South Auckland Registry) and there numbered	B637396.1
Hokitika (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 23rd Day of January 2007.



John George Ronaldson McLean



Michael John Davis