

**Easement Instrument to Grant Easement or Profit à Prendre,
or Create Land Covenant**

Sections 90A and 90F, Land Transfer Act 1952

EI 6195553.8 Easement | |

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DocID: 211265863

Land registration district

Nelson

Grantor

Sumame must be underlined

MAITAH APARTMENTS LIMITED

Grantee

Sumame must be underlined

GRANVILLE DUNSTAN and ROBERT ALAN LANE as to an undivided one half share
ANDREA DUNSTAN and ROBERT ALAN LANE as to an undivided one half share

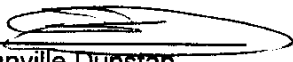
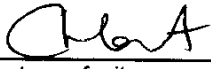
Grant* of easement or profit à prendre or creation or covenant


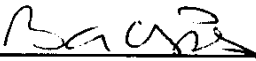
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee ~~in gross~~ the easement set out in Schedule A, and creates the covenants(s) set out in Schedule A with the rights and powers or provisions set out in the Annexure Schedule(s).



Dated this 12th day of August 2004



Attestation

 Director Director 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 KODULA BENIGNA Occupation TUTOR Address 4 EIGHT PLACE NEW BLYMOUTH
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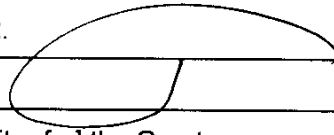
 Granville Dunstan Signature [common seal] of Grantee	<p>Signed in my presence by the Grantee</p>  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name CHRISTOPHER HART Occupation TRAINEE TEACHER Address 12 AJAX AVENUE NELSON NZ
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 Robert Alan Lane Signature [common seal] of Grantee	<p>Signed in my presence by the Grantee</p>  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Barbara Gibbs Personal Assistant Occupation Pitt & Moore Nelson Address
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 Andrea Dunstan Signature [common seal] of Grantee	<p>Signed in my presence by the Grantee</p>  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name CHRISTOPHER HART Occupation TRAINEE TEACHER Address 12 AJAX AVENUE NELSON NZ
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 Robert Alan Lane Signature [common seal] of Grantee	<p>Signed in my presence by the Grantee</p>  Signature of witness <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Barbara Gibbs Occupation Personal Assistant Address Pitt & Moore Nelson
--	---

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

*with
VCA*

Schedule A

Continue on additional Annexure Schedule if required.

Purpose of easement or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement in gross
Easement of light and air	A, B, D and E DP335650	Lot 1 DP 8514 337462 CT NL 4A/527 153756	Part Lot 12 DP271 CT NL1A/1319
Land Covenant in respect of height restriction, buildings and use	Lot 1 DP8514, Lot 8 DP2368 and DP1565	Lot 1 DP 8514 337462 CT NL 4A/527 153756 and Lot 8 DP2368 and DP1565 CT NL75/220	Part Lot 12 DP271 CT NL1A/1319

AD

Easements 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 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

The provisions applying to the specified covenants are those set out in Annexure Schedule 3

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

with VCA   *AD* *AD*

ANNEXURE SCHEDULE 2

1. Grant of Easement

- 1.1 The Grantor, with the intent to bind the Grantor and the future registered proprietor(s) of the servient tenement transfers and grants to the Grantee a perpetual easement of uninterrupted access of light and air at all times above the heights specified subject to clause 1.2 below for each of the servient areas specified in subclauses a, b and c below to the intent that the servient tenement will be forever bound by the easements and the easements shall forever enure for the benefit of the dominant tenement and every part of it:
- a. in respect of the servient area marked "A" deposited plan 335650, 18.10 metres above the Nelson City Council datum.;
 - b. in respect of the areas marked "D" and "E" on deposited plan 335650, 17.10 metres above the Nelson City Council datum; and
 - c. in respect of the area marked "B" on deposited plan 335650, 16.7 metres above the Nelson City Council datum
- 1.2 The existence and preservation of the silk tree in terms of clause 3.1 of the Annexure Schedule 3 of this instrument will not be in breach of the provisions of clause 1.1 above.

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

ANNEXURE SCHEDULE 3

The Grantor, with the intent to bind the Grantor and the future registered proprietor(s) of the servient tenement, will at all times observe the covenants contained in this schedule, to the intent that the servient tenement will forever be bound by the covenants and the covenants shall forever enure for the benefit of the dominant tenement and every part of it.

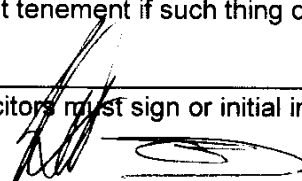
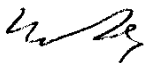
1. Height Restriction

- 1.1 The registered proprietor(s) of the servient tenement will not at any time hereafter erect or permit to be erected any dwellings, buildings, masts, aerals or other structure of any nature whatsoever, nor subject to clause 1.2 grow or permit to grow any tree, shrub or other plant
- a. in respect of the servient area marked "A" deposited plan 335650, 18.10 metres above the Nelson City Council datum.;
 - b. in respect of the areas marked "D" and "E" on deposited plan 335650, 17.10 metres above the Nelson City Council datum; and
 - c. in respect of the area marked "B" on deposited plan 335650, 16.7 metres above the Nelson City Council datum.
- 1.2 The existence and preservation of the silk tree in terms of clause 3.1 of this Schedule will not be in breach of the provisions of clause 1.1 above

2. Structures and Use

- 2.1 The registered proprietor(s) of the servient tenement will not at any time hereafter:
- a. Erect or place or permit to be erected or placed upon the servient tenement any building, dwelling, or other structure of any nature whatsoever with an exterior surface (including but not limited to walls, roof, or other surface or part thereof) that is not of non-reflective materials and is not of recessive natural tone colours nor re-clad or refinish any such exterior surface with materials or colours prohibited by this clause.
 - b. Place or install or permit to be placed or installed any aerial, transmission or reception dish, electrical transformer, pump, generator, air-conditioning unit, kitchen ventilation vent (but not a vent from toilets or bathrooms), or other device, unit, or vent of a similar nature upon the servient tenement or any building, dwelling, or other structure of any nature whatsoever situated upon the servient tenement if such thing or any part of it is placed or installed:

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

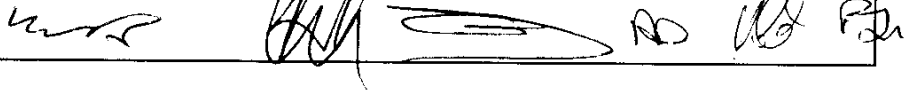


AD



- i. Upon an exterior wall of any building, dwelling, or other structure of any nature whatsoever situated upon the servient tenement, the surface of which faces (whether obliquely or otherwise) the northern or eastern boundaries of the servient tenement; or
 - ii. Upon the roof of any building, dwelling, or other structure of any nature whatsoever situated upon the servient tenement except for the roof above stairs to the third storey above finished ground level of any such building or dwelling where the whole of such items referred to in the first paragraph of subclause b above is entirely located below the lowest point of a parapet around the roof of such stairwell; or
 - iii. Upon any other part (other than a wall referred to in subclause i above or a stairwell roof referred to in subclause ii above) of any building, dwelling, or other structure of any nature whatsoever situated upon the servient tenement or upon any other part of the servient tenement except in a manner that makes such thing as discreet and unobtrusive as is reasonably practical in the circumstances; or
 - iv. Within 9 metres (measured as a horizontal distance) from the nearest point of the common boundary of the servient tenement and dominant tenement.
- c. Except for the things referred to in subclause b above (to which the provisions of the that subclause will apply) place, or install, or permit to be placed or installed upon the servient tenement or upon any building, dwelling, or other structure of any nature whatsoever upon the servient tenement any service unit, vent, duct, or other unit or protrusion of a similar nature except in a manner that makes such things as discreet and unobtrusive as is reasonably practicable in the circumstances including but not limited to such thing being finished in the same background colour as to which it is attached.
- d. Erect or place or permit to be erected or placed upon the servient tenement or any building, dwelling, or other structure of any nature whatsoever, situated upon the servient tenement any cell phone or television repeater mast, aerial or dish or other mast, aerial or device of a similar nature.

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



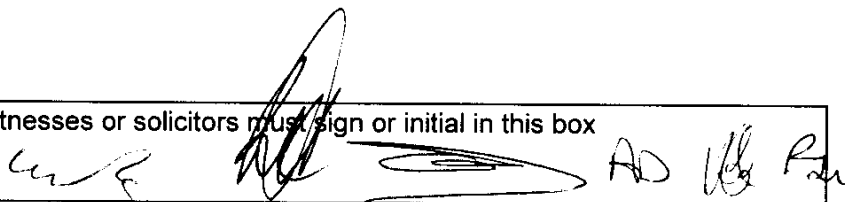
3. **Silk Tree**

- 3.1 Except with the consent of the registered proprietor(s) of the dominant tenement, the registered proprietor(s) of the servient tenement covenant at all times hereafter to do such things as may be necessary to nurture and preserve the existing silk tree situated upon that part of the servient tenement comprising the land in certificate of title NL 4A/527 (Nelson Registry) such silk tree also being shown as "Tree A" on the plan of Tasman Carter Limited entitled "Revised entry to Complex B" dated 3 December 2003 and where such tree shall die or be destroyed for any reason whatever, then by the end of the immediately following spring or autumn season as the case may be replace such tree with a sapling of the same variety of a size as large as reasonably available provided that the registered proprietor(s) of the servient tenement will when necessary from time to time prune the said tree so as to maintain it to the same size and density of foliage existing at the date of this document.

4. **Trustees Limitation of Liability**

- 4.1 The parties acknowledge that Granville Dunstan and Robert Alan Lane have executed this document not in a personal capacity but in their capacity as trustees of the Granville Dunstan Family Trust and Andrea Dunstan and Robert Alan Lane have executed this document not in a personal capacity but in their capacity as trustees of the Andrea Dunstan Family Trust and such trustees shall have no personal liability under this instrument and their liability shall in all respects be limited to the assets of such trust from time to time in their hands and available for payment in due course of administration.

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

The box contains several handwritten signatures and initials. From left to right, there is a signature that appears to be 'G. Dunstan', a large, stylized signature, a signature that appears to be 'A. Dunstan', and the initials 'AD', 'RL', and 'R'.

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

(eg Caveator under Caveat No)

THE ASB BANK

Mortgagee under Memorandum of Mortgages
5813092.4 and 5813092.3 (Nelson Registry)

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent]

the **Bank** giving consent hereby consents to:

The grant of the within Easement

Dated this

day of

- 2 SEP 2004

2004

Attestation:

SIGNED by ASB BANK LIMITED by its Attorney
BRENDA ANNE WATERS
in the presence of
Witness:
Bank Officer, **Sharmila Lal**
AUCKLAND

**Signature [Common seal] of
Bank giving consent**

Signed in my presence by the Bank giving consent

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness: _____

Occupation: _____

Address: _____

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.

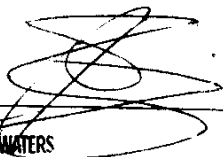
ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Brenda Anne Waters of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of
Manager Security Alterations and Settlements, Lending Services, with
ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or
information of the revocation of that appointment by the winding up of
the said company or otherwise.



BRENDA ANNE WATERS

SIGNED at Auckland this 2 day of September 2004

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

(eg Caveator under Caveat No)

HARTFORD NOMINEES LIMITED	Mortgagee under Memorandum of Mortgage 5813092.5 (Nelson Registry)
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Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

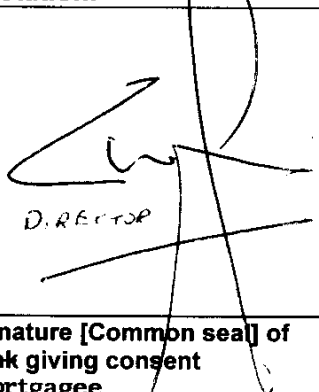
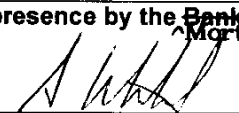
[Without prejudice to the rights and powers existing under the interest of the person giving consent]

Mortgagee
the ~~Bank~~ giving consent hereby consents to:

The grant of the within Easement

Dated this 20th day of August 2004

Attestation:

 DIRECTOR	Signed in my presence by the Bank giving consent Mortgagee  _____ Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness: <u>Scott Whitaker</u> Occupation: <u>Solicitor</u> Address: <u>Auckland</u>
Signature [Common seal] of Bank giving consent Mortgagee	

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.

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

(eg Caveator under Caveat No)

HARTFORD CAPITAL FINANCE LIMITED	Mortgagee under Memorandum of Mortgage 5813092.6 (Nelson Registry)
----------------------------------	---

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

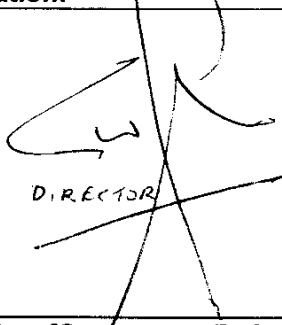
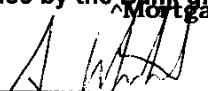
[Without prejudice to the rights and powers existing under the interest of the person giving consent]

the ~~Bank~~ giving consent hereby consents to:
Mortgagee

The grant of the within Easement

Dated this 20th day of August 2004

Attestation:

 DIRECTOR Signature [Common seal] of Bank giving consent Mortgagee	Signed in my presence by the Bank giving consent Mortgagee  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness: <u>Scott Whitaker</u> Occupation: <u>Solicitor</u> Address: <u>Auckland</u>
---	--

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.

**Easement Instrument to Grant Easement or Profit à Prendre,
or Create Land Covenant**

Sections 90A and 90F, Land Transfer Act 1952

EI 6195553.7 Easement | |

Cpy - 01/01, Pgs - 007, 27/10/04, 10:31



DocID: 211264855

Land registration district

Nelson

Grantor

Sumame must be underlined

GRANVILLE DUNSTAN and ROBERT ALAN LANE as to an undivided one half share
ANDREA DUNSTAN and ROBERT ALAN LANE as to an undivided one half share

Grantee

Sumame must be underlined


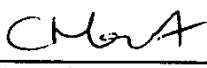
MAITAH APARTMENTS LIMITED



Grant of easement or profit à prendre or creation or covenant

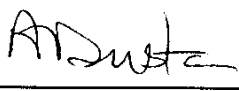
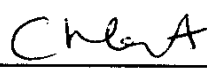
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee in gross** the easement set out in Schedule A, and creates the covenants(s) set out in Schedule A with the rights and powers or provisions set out in the Annexure Schedule(s).


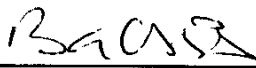
Dated this 12th day of August 2004


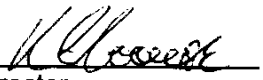
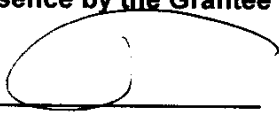
Attestation

 Granville Dunstan	Signed in my presence by the Grantor  _____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name CHRISTOPHER HART Occupation TRAINEE TEACHER Address 12 ATAK AVENUE NELSON NZ
	Signature [common seal] of Grantor

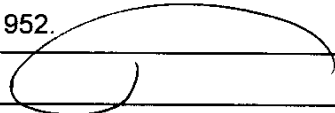
 Robert Alan Lane Signature [common seal] of Grantor	<p>Signed in my presence by the Grantor</p>  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Barbara Gibbs Occupation Personal Assistant Address Pitt & Moore Nelson
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 Andrea Dunstan Signature [common seal] of Grantor	<p>Signed in my presence by the Grantor</p>  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name CHRISTOPHER HART Occupation TRAINEE TEACHER Address 12 AJAX AVENUE NELSON NZ
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 Robert Alan Lane Signature [common seal] of Grantor	<p>Signed in my presence by the Grantor</p>  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Barbara Gibbs Occupation Personal Assistant Address Pitt & Moore Nelson
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<p> Director</p> <p> Director</p> <p>Signature [common seal] of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p> _____ Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Peter Ansley Occupation Solicitor Address NEW PLYMOUTH</p>
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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

Schedule A

Continue on additional Annexure Schedule if required.

Purpose of easement or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement in gross
Easement of light and air	Con / DP335650	Part Lot 12 DP271 CT NL1A/1319	DP337462 CT NL 153756 Lot 1 DP8514 DP337462 CT NL4A/527 and Lot 8 DP2368 and DP1565 CT NL75/220 153756
Land Covenant in respect of height restriction, buildings and use	Part Lot 12 DP271 CT NL1A/1319	Part Lot 12 DP271 CT NL1A/1319	Lot 1 DP8514 337462 CT NL/ CT NL4A/527 and Lot 8 DP337462 DP2368 and DP1565 CT NL75/220

Easements 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 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

The provisions applying to the specified covenants are those set out in Annexure Schedule 3

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

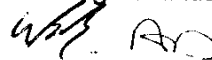
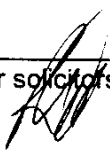
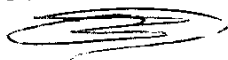
 AD PS

ANNEXURE SCHEDULE 2

1. **Grant of Easement**

- 1.1 The Grantor, with the intent to bind the Grantor and the future registered proprietor(s) of the servient tenement transfers and grants to the Grantee a perpetual easement of uninterrupted access of light and air at all times above a height of 18.10 metres above the Nelson City Council datum in respect of the servient area marked "C" on the deposited plan 335650 to the intent that the servient tenement will be forever bound by the easement and the easement shall forever enure for the benefit of the dominant tenement and every part of it.
- 1.2 The existence and preservation of the trees in terms of clause 3.1 of the Annexure Schedule 3 of this instrument will not be in breach of the provisions of clause 1.1 above.

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



ANNEXURE SCHEDULE 3

The Grantor, with the intent to bind the Grantor and the future registered proprietor(s) of the servient tenement, will at all times observe the covenants contained in this schedule, to the intent that the servient tenement will forever be bound by the covenants and the covenants shall forever enure for the benefit of the dominant tenement and every part of it.

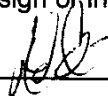
1. **Height Restriction**

- 1.1 The registered proprietor(s) of the servient tenement will not at any time hereafter erect or permit to be erected any dwellings, buildings, masts, aerals or other structure of any nature whatsoever, nor grow or permit to grow any tree, shrub or other plant of any variety whatsoever that exceeds the height of 18.10 metres above the Nelson City Council datum in respect of the area shown "C" on deposited plan 335650.
- 1.2 The existence and preservation of the trees in terms of clause 3.1 of this Schedule will not be in breach of the provisions of clause 1.1 above

2. **Structures and Use**

- 2.1 The registered proprietor(s) of the servient tenement will not at any time hereafter:
- a. Erect or permit to be erected or place or permit to be placed upon the servient tenement any building, dwelling, or other structure of any nature whatsoever with an exterior surface (including but not limited to walls, roof, or other surface or part thereof) that is not of non-reflective materials and is not of recessive natural tone colours nor re-clad or refinish any such exterior surface with materials or colours prohibited by this clause.
 - b. Place or install or permit to be placed or installed upon the servient tenement or any building, dwelling or other structure of any nature whatsoever situated upon the servient tenement any aerial, transmission or reception dish, electrical transformer, pump, generator, air-conditioning unit, vent, duct or other device, unit or protrusion of a similar nature except in the manner that makes such thing as direct an unobtrusive as is reasonably practicable in the circumstances.
 - c. Erect or place or permit to be erected or placed upon the servient tenement or any building, dwelling or other structure of any nature whatsoever situated upon the servient tenement any cellphone or television repeater mast, aerial or dish or other mast, aerial or device of a similar nature.

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



3. **Trees**

- 3.1 Except with the consent of the registered proprietor(s) of the dominant tenement the registered proprietor(s) of the servient tenement covenant at all times hereafter to do such things as may be necessary to nurture and preserve the trees to be planted upon the servient tenement and shown "Tree C" and "Tree B" on the landscape plan of Tasman Carter Limited entitled "Revised entry to Complex B" dated 3 December 2003 and if either such tree shall die or be destroyed or for any reason whatever, then by the end of the immediately following spring or autumn season as the case may be replace such tree with a sapling of the same variety of a size as large as reasonably available.

4. **Trustees Limitation of Liability**

- 4.1 The parties acknowledge that Granville Dunstan and Robert Alan Lane have executed this document not in a personal capacity but in their capacity as trustees of the Granville Dunstan Family Trust and Andrea Dunstan and Robert Alan Lane have executed this document not in a personal capacity but in their capacity as trustees of the Andrea Dunstan Family Trust and such trustees shall have no personal liability under this instrument and their liability shall in all respects be limited to the assets of such trust from time to time in their hands and available for payment in due course of administration.

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

