



**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**FREEHOLD**  
**Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **140572**  
**Land Registration District** **Wellington**  
**Date Issued** 04 November 2004

**Prior References**  
WN51B/803

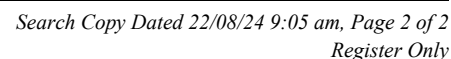
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**Estate** Fee Simple  
**Area** 2.9230 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 334281  
**Registered Owners**  
Shoshanah Aviva Phillips

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**Interests**

Appurtenant hereto is a right to electricity specified in Easement Certificate B664767.9 - 7.5.1998 at 2.54 pm  
The right of way specified in Easement Certificate B664767.9 will be subject to Section 243 (a) Resource Management Act 1991  
6204297.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 4.11.2004 at 9:00 am  
Subject to electricity, telecommunications and computer media rights over part marked D on DP 334281 created by Easement Instrument 6204297.4 - 4.11.2004 at 9:00 am  
Appurtenant hereto is a right of way, electricity, telecommunications and computer media rights created by Easement Instrument 6204297.4 - 4.11.2004 at 9:00 am  
Some of the easements created by Easement Instrument 6204297.4 are subject to Section 243 (a) Resource Management Act 1991  
Appurtenant hereto is a right to convey electricity, telecommunications and computer media created by Easement Instrument 9057318.1 - 18.5.2012 at 2:09 pm  
Appurtenant hereto is a right of way created by Easement Instrument 10975599.2 - 26.1.2018 at 3:31 pm  
12928088.3 Mortgage to ASB Bank Limited - 2.2.2024 at 4:25 pm





**IN THE MATTER OF**

**Section 221 of the  
Resource Management  
Act 1991**

**TO:**        **The District Land Registrar, Wellington**

**CONSENT NOTICE**

**I CERTIFY** that by resolution dated 24<sup>th</sup> November 2003, made pursuant to Sections 104 and 105 of the Resource Management Act 1991, the City Secretary of the Upper Hutt City Council ("the Council") approved a subdivision creating two new lots, of the land described in the First Schedule hereto, **BUT** subject inter alia, to the issue of this **CONSENT NOTICE** in respect of the conditions set out in the Second Schedule hereto **AND** subject also to the registration of this **CONSENT NOTICE** against the title of new Lot 1.

Dated at Upper Hutt this

1st

day of March 2004.

W M Pedersen  
**CHIEF EXECUTIVE**  
(and Principal Administrative Officer)  
**UPPER HUTT CITY COUNCIL**

## **FIRST SCHEDULE**

### **"The Land"**

An estate in fee simple containing 117.2 hectares more or less being Lot 3 DP84175 and being all of the land in Certificate of Title 51B/803 (Wellington Registry).

### **"The New Lot"**

Lot 1 DP

## **SECOND SCHEDULE**

The subdivisional conditions that are the subject of this **CONSENT NOTICE** are:

### **1. Wastewater Disposal**

The wastewater disposal for Lot 1 shall be by septic tank. At the Building Consent stage the owner of Lot 1 shall employ a Registered Engineer who is qualified and experienced in the field of onsite domestic wastewater systems to design, supervise the construction of, and provide a manual for the regular maintenance of the system in accordance of Upper Hutt City Council requirements (AS/NZS 1546, 1998 and ARC Environment Technical Publication No. 58). The owner shall be responsible for the regular maintenance of this system as set out in the designers manual.

### **2. Water Supply**

At the Building Consent stage, the owner of Lot 1 shall show that the requirements for water collection and storage comply with the Upper Hutt City Council Code of Engineering Practice for Potable Water.

Approved by the District Land Registrar, South Auckland No. 351560  
Approved by the District Land Registrar, North Auckland, No. 4380/81  
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

## EASEMENT CERTIFICATE

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

~~xxx~~ I Peter John OLIVER  
and I Angela Edna SMITH

~~And xxxxxxxxx xxxxxxxxx xxxxxxxxx~~

**B664767.9EE**

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at WELLINGTON  
on the            day of            19            under No. 84175  
are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

### SCHEDULE DEPOSITED PLAN NO.

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 3	F <i>Supersede</i> A-B 2064737	Lot 1	51B/803 51B/801
Right to Convey Electricity	Lot 1	G	Lot 3	51B/801 51B/803

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

The following rights and powers are in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952.

Right of Way Easement

The rights and obligations contained or implied in the Ninth Schedule to the Property Law Act 1952 shall apply to the easement of Right of Way.

Right to Convey Electricity

The registered proprietors of the Dominant Tenement (and other persons authorised by them) shall have the right in common with the registered proprietors of the Servient Tenement (and other persons authorised by them) to lead and convey electricity, electric impulses, and other similar services without interruption or impediment except during periods of necessary renewal and/or repair by means of conduits cables suspended or to be suspended above or laid or to be laid under the surface or through the soil of the area marked G on Deposited Plan 69399 between parts of the dominant tenement.

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

In the case of the easement creating rights to convey electricity the registered proprietors of the Dominant Tenement (and other persons authorised by them) shall be responsible for the installation of the relevant service and for the repair and maintenance thereof so as to keep the same in good order repair and condition and to prevent the same from becoming a nuisance.

Dated this

18<sup>th</sup>

day of

December 1997

Signed by the above-named

PETER JOHN OLIVER

~~XXXXXXXXXXXXXXXXXXXX~~  
in the presence of

Witness

RAEWN STRACHAN

Occupation

Address

Signed by the above-named

ANGELA EDNA SMITH

in the presence of

Witness

Occupation ...Brendan McDannell...

Address ...SOLICITOR...

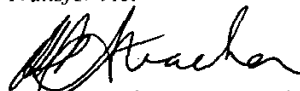
Upper Hutt

PHYLLIS

## EASEMENT CERTIFICATE

(IMPORTANT): Registration of this certificate does not of itself create any of the easements specified herein.

Correct for the purposes of the  
Land Transfer Act



Solicitor for the registered proprietor

The right of way is  
Subject (when created) to Section  
243 (a) Resource Management  
Act 1991.



A.L.R.

McDonnell Strachan  
O'Connor  
Barristers & Solicitors  
Box 40643 or DX TP44006  
Upper Hutt





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 6204297.4 Easement I**

Cpy - 01/01, Pgs - 004, 04/11/04, 07:36



DocID: 411147919

Land registration district

**WELLINGTON**

Grantor

**Peter John OLIVER as to a 1/2 share and  
Angela Edna OLIVER as to a 1/2 share**

Surname(s) must be underlined or in CAPITALS.

Grantee

- A. **Peter John OLIVER as to a 1/2 share and  
Angela Edna OLIVER as to a 1/2 share (as to titles 140572 & 140573)**
- B. **Peter John OLIVER (as to CT WN51B/801)**

Surname(s) must be underlined or in CAPITALS.

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 18th day of 2014 ADON

Attestation

 	<b>Signed in my presence by the Grantor</b>  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>Catharine RIVER</u> Occupation <u>LEGAL SECRETARY</u> Address <u>Shackam O'Connor</u> <u>WATER HILL</u>
<b>Signature [common seal] of Grantor</b>	
 	<b>Signed in my presence by the Grantee</b>  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>Catharine RIVER</u> Occupation <u>LEGAL SECRETARY</u> Address <u>Shackam O'Connor</u> <u>WATER HILL</u>
<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.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/6055  
**Annexure Schedule 1**



Easement instrument

Dated

28 July 2004

Page 1 of 1 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)
Right of Way	"A" on DP 334281	140573	140572
	"B" on DP334281	140573	140572
	"A" on DP334281	140573	WN51B/801
Electricity and telecommunications and computer media	"C" on DP 334281	140573	140572
	"D" on DP 334281	140572	140573

**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

28/07/2004

Page

2

of

2

Pages

(Continue in additional Annexure Schedule, if required.)

- \* ANZ National Bank Limited as mortgagee pursuant to Mortgage B706127.3 consents to the registration to the within easement of right of way.

ANZ National Bank Limited  
by its Attorney

Michael John Kemp

Peter John OLIVER the registered proprietor of Lot-1, DP 84175 being CT51B/801 Wellington Registry, being the Grantee of an easement of right of way shown as "A" on DP 334281 hereby consents to the within right of way.

Attestation

Signed in my presence by the Grantee

Witness name:

Occupation:

Address

P. R. Strachan  
SOLICITOR  
Upper Hutt

Signature

(common seal) of Grantee

Witness: Kameshwar Sunderarajan  
Occupation: Bank Officer  
Address: Auckland

ANZ National Bank Limited  
by its Attorney

Michael John Kemp as per  
the above \* signature.

It is certified that 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 that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part X111 of the Companies Act 1993.

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.



# The National Bank of New Zealand

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Michael John Kemp**, Manager Lending Services of Auckland in New Zealand 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<sup>th</sup> 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 2nd day of September 2004

# View Instrument Details



**Instrument No** 9057318.1  
**Status** Registered  
**Date & Time Lodged** 18 May 2012 14:09  
**Lodged By** Giles, Cheryl Faye  
**Instrument Type** Easement Instrument



**Toitū Te Whenua**  
**Land Information**  
**New Zealand**

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## Affected Computer Registers    Land District

140572	Wellington
140573	Wellington
WN51B/801	Wellington

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**Annexure Schedule:** Contains 4 Pages.

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## Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>
I certify that the Mortgagee under Mortgage 9005741.3 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>

## Signature

Signed by Paul Gary Brown as Grantor Representative on 18/05/2012 11:02 AM

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## Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>

## Signature

Signed by Paul Gary Brown as Grantee Representative on 18/05/2012 11:03 AM

\*\*\* End of Report \*\*\*

## Form B

Easement instrument to grant easement or *profit à prendre*, or create  
land covenant

(Sections 90A and 90F Land Transfer Act 1952)

## Grantor

ADAM MICHAEL PAWLAK and IRENA STANISLAWA PAWLAK

## Grantee

1. PETER JOHN OLIVER 1/2 share and ANGELA EDNA OLIVER 1/2 share
2. PETER JOHN OLIVER and ANGELA EDNA OLIVER

Grant of Easement or *Profit à prendre* or Creation of 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)

## Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference) E, F, G, H, I, J, K	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
right to convey electricity, telecommunications and computer media	452084	Lot 2 DP334281 Identifier 140573	Lot 1 DP334281 Identifier 140572  Lot 1 DP84175 Certificate of Title WN51B/801

Form B - continued

**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 specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[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 \_\_\_\_\_]~~

**Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as require; 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 \_\_\_\_\_]

28 X

16-05-12: 16:26 :

: 61297005547

# 3/ 4

Approved by Registrar-General of Land under No. 2003/8150  
**Annexure Schedule - Consent Form**  
 Land Transfer Act 1952 section 238(2)

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

Mortgage

Page  of  pages

Consentor  
 Surname must be underlined

Capacity and Interest of Consentor  
 (eg. Caveator under Caveat no./Mortgagee under  
 Mortgage no.)

ANZ NATIONAL BANK OF NEW ZEALAND LIMITED

9005741.3

**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 registration of the within easement instrument

Dated this 16 MAY 2012 day of 20 12

**Attestation**

ANZ National Bank Limited  
 by its Attorney

ANIL SURESH CHANDRA



Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

**BANK OFFICER**  
**RICHARD MAIAVA**

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.



16-05-12:16:26

:61297005547

# 4/ 4

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

**I, Anil Suresh Chandra of Auckland, New Zealand, Manager, Lending Services Centre of ANZ National Bank Limited, certify –**

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.



Signed at **Auckland** this day of 16 May 2012

## **Land Information New Zealand, Dealing Numbers:**

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

# View Instrument Details



**Instrument No** 10975599.2  
**Status** Registered  
**Date & Time Lodged** 26 January 2018 15:31  
**Lodged By** Ridley, Catherine Patricia  
**Instrument Type** Easement Instrument



**Toitū Te Whenua**  
**Land Information**  
**New Zealand**

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## Affected Computer Registers    Land District

140572	Wellington
784018	Wellington

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**Annexure Schedule:** Contains 4 Pages.

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## Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>
I certify that the Mortgagee under Mortgage 10975439.3 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>

## Signature

Signed by Paul Vincent Cameron Paino as Grantor Representative on 26/01/2018 12:35 PM

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## Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>

## Signature

Signed by Phyllis Raewyn Strachan as Grantee Representative on 16/01/2018 04:47 PM

\*\*\* End of Report \*\*\*

**Form B****Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor****Safpol Limited****Grantee****Peter John Oliver and Angela Edna Oliver****Grant of Easement or *Profit à prendre* or Creation of 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)

**Schedule A***Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference) <b>334281</b>	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
<b>Right of Way</b>	<b>C on DP 334281</b>	<b>Lot 2 DP 508882 – CFR 784018</b>	<b>Lot 1 DP 334281 – CFR 140572</b>

**Form B** - continued

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**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 specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[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 require; 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 \_\_\_\_\_]~~

Form L

Annexure Schedule                      2                      Page 1   of   1   Pages

*Insert instrument type*

**Easement Instrument**

*Continue in additional Annexure Schedule, if required*

**Rights and powers continued**

**Right of Way**

The same rights and powers as set out in paragraph 6 of the Fourth Schedule to the Land Transfer Regulations 2002.

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) 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 must prevail, and
- (b) Where there is a conflict between the provisions of the Fourth Schedule and/or the Fifth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

*Continue in additional Annexure Schedule, if required*

