



View Instrument Details

Instrument No 9161516.1
Status Registered
Date & Time Lodged 27 September 2012 09:52
Lodged By Couch, Matthew Hilton
Instrument Type Easement Instrument



Affected Computer Registers **Land District**
NA5B/384 North Auckland

Annexure Schedule: Contains 5 Pages.

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
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 8940057.3 has consented to this transaction and I hold that consent

Signature

Signed by Robert Peter Webber as Grantor Representative on 30/08/2012 04:43 PM

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
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Matthew Hilton Couch as Grantee Representative on 03/09/2012 04:27 PM

*** End of Report ***

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

2009/6229EF
 APPROVED
 Registrar-General of Land

Grantor

Ricky Carl Henson and Theresa Michelle Henson

Grantee

Watercare Services Limited

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)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to convey water	Marked "A" on DP455363	NA5B/384	In gross

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 _____]~~ the provisions set out in Annexure Schedule 1

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 _____]~~

Annexure Schedule 1

The Grantor has agreed to grant by way of easement to the Grantee, the rights which are set out below in respect of the land comprised in Certificate of Title NA5B/384 (North Auckland Registry) (Land).

IN CONSIDERATION of such agreement and the sum of \$1 (receipt of which is acknowledged) the Grantor transfers and grants to the Grantee an easement in gross for all time being a full, free, uninterrupted and unrestricted right, liberty and licence from time to time and at all times to:

- 1 Pump, move, convey and transport water (**Water**) under the surface of that portion of the Land identified at Schedule A on the front page of this Easement (**Easement Strip**) in a free and unimpeded flow (except when the flow is halted) and in any quantity through a pipe or other conductor of Water (**Pipeline**).
- 2 Enter upon the Land by the Grantee's engineers, surveyors, employees, agents and contractors with or without vehicles, machinery, tools, equipment and materials by such route as is reasonable and practicable and to remain there for any reasonable time to do any of the following things:
 - (a) alter, maintain, repair, renew, relay, replace, substitute, add to, change, extend, enlarge and remove the underground Pipeline as the Grantee may consider necessary, convenient or desirable from time to time;
 - (b) operate, inspect, scour by discharge and otherwise clean the Pipeline as the Grantee may consider necessary, convenient or desirable for the operation of the Pipeline provided there shall be no controlled discharge of water from the Pipeline on to the Land by the Grantee;
 - (c) lay, place or construct under the surface of the Easement Strip controlling, monitoring and metering devices or equipment and all appurtenances thereto;
 - (d) do and carry out in or under the Easement Strip, anything that the Grantee may consider necessary, convenient or desirable to do for the exercise by the Grantee of its rights and interests herein granted.

PROVIDED THAT in exercising such rights the Grantee shall:

- 3 Keep and maintain the Pipeline in a good and sufficient state of repair at the cost of the Grantee.
- 4 In undertaking any work, cause as little damage as practicable to the surface of the Land and at the conclusion of any work the Grantee shall be responsible to repair, reinstate or restore the surface of the Land as nearly as possible to the condition it was in prior to the commencement of the work.
- 5 Give the Grantor one month's prior notice (except in the case of emergency work) of the Grantee's intention to exercise all or any of the rights given to the Grantee pursuant to clause 2 of this Easement, except in respect of the powers conferred by clause 2(c) of this Easement, which the Grantee can exercise on 24 hours' oral notice.
- 6 Cause as little inconvenience to the Grantor or occupier of the Land as is reasonably practicable when exercising all or any of the rights given to the Grantee pursuant to clause 2 of this Easement.

THE GRANTOR AND THE GRANTEE ACKNOWLEDGE that:

- 7 Nothing contained or implied in this Easement shall be deemed to compel the Grantee to avail itself of the rights hereby granted, and the Grantee may, from time to time and at any time, discontinue and thereafter recommence the conveying of Water through the Pipeline and exercise the other rights herein contained at will.

- 8 With regard to the reinstatement of any part of the Easement Strip used for external carparking, or as an external driveway, the Grantee shall reinstate the surface in asphalt or concrete at the Grantee's cost to the same condition it was in prior to any work being undertaken.
- 9 The Grantor will not place any buildings, structures, trees or planting, equipment or permanent improvements of any nature, on the Easement Strip nor do, or allow to be done any act, whereby the rights, powers, licences and liberties hereby granted to the Grantee may be interfered with or affected in any way, or which could damage, endanger or interfere with the Pipeline. Notwithstanding the foregoing the Grantor will be permitted to construct or repair the existing sealed driveways in concrete across the Easement Strip provided it does not damage, endanger or interfere with the Pipeline. For the avoidance of doubt the Grantor has no obligation to remove any trees or planting which have grown on the Easement Strip by natural means (such as by wind or birds).
- 10 The Grantor will not alter the level of the surface of the Easement Strip without the prior written consent of the Grantee.
- 11 If the Grantor wilfully or with wilful disregard causes or permits any breach of the obligations set out in this Easement, the Grantee shall be entitled to take all reasonable steps to remedy the breach, with the direct costs of remedying the breach recoverable by the Grantee from the Grantor as a debt. Where the Grantee considers it reasonable in the circumstances, prior to remedying the breach, the Grantee will give notice of the breach to the Grantor and allow the Grantor a reasonable period to remedy the breach.
- 12 The Grantee may grant any licence or right in respect of any estate or interest conferred by this Easement and may assign any such estate or interest to any other party.
- 13 The rights and powers specified in schedule 4 of the Land Transfer Regulations 2002 and implied in all registered easements by section 90D of the Land Transfer Act 1952 shall apply, in respect of the Easement hereby created, except where they are inconsistent with the provisions of this Easement.
- 14 This grant, and its covenants and conditions, shall be binding upon the executors, administrators, successors in title and assigns of the Grantor and the Grantee.
- 15 There is no power in this Easement for the Grantor to terminate any of the Grantee's rights due to the Grantee breaching any term of this Easement or for any reason, it being the intention of the parties that the rights in this Easement will continue forever unless surrendered.
- 16 Both parties will at all times comply with all statutes, bylaws, regulations and legally binding codes of practice and other lawful requirements relating to this Easement, the Land and the works which place an obligation on the relevant party and with all notices, orders, consents, conditions or requirements which may be validly given or required by any competent authority and subject to section 5 of the Crown Proceedings Act 1950.
- 17 The Grantee will comply with all obligations imposed on the Grantee at law relating to the health and safety of persons on the Land in respect of the Grantee's access on the Land in respect of the Easement Strip and any associated works.
- 18 The right of the Grantor under section 48 of the Public Works Act 1981 to revoke this Easement for no compensation on three month's written notice is expressly excluded.
- 19 The Grantee shall indemnify the Grantor (as owner of the Land) against any loss, damage, cost or expense incurred or sustained by the Grantor arising from the Grantee's access to the Land to exercise the rights granted pursuant to this easement. For the avoidance of doubt, the Grantee's

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indemnity under this clause also covers the consequences arising from the actions of the Grantee's employees, contractors, licensees and agents.