



View Instrument Details

Instrument No 8174871.5
Status Registered
Date & Time Lodged 16 September 2009 12:12
Lodged By Tichborne, Joy
Instrument Type Easement Instrument



Affected Computer Registers	Land District
423348	North Auckland
423349	North Auckland

Annexure Schedule: Contains 4 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

Signature

Signed by Frances Anne Edmonds as Grantor Representative on 16/09/2009 11:26 AM

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 Frances Anne Edmonds as Grantee Representative on 16/09/2009 11:26 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

FRANCES MARY MAXWELL, RALPH KERR MAXWELL and VERONICA HOUSE LIMITED

Grantee

WAITAKERE CITY COUNCIL

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

Annexure Schedule, if required

Continue in additional

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
Pedestrian Access	Lot 14 on Deposited Plan 406655	423348 and 423349	In gross

REF : RMA 20020091,20041339,20050279,20050926 and 20081823

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]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

the provisions set out in Form B herein below

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]~~

the provisions set out in Form B herein below

Form B - continued

Rights and Powers

1. Except as otherwise provided below, the rights and powers implied for Pedestrian Access are those for a Right of Way prescribed by the Land Transfer Regulations 2002.
2. The Grantee shall have the right from time to time and at all times hereafter by day and night to go pass and repass over that part of the land in Certificate(s) of Title 423348 and 423349 known as Lot 14 on Deposited Plan 406655 (such part of the Grantor's land hereinafter referred to in this Schedule as "the easement land") and to remain there for any reasonable time together with the additional rights and powers incidental thereto set out in the following clauses.
3. To exercise such right by itself its surveyors engineers workmen contractors agents and servants on foot, or with motor vehicles and machinery (for the purpose(s) set out in clause 6 below) and if the Grantee so resolves by permitting members of the general public to exercise that right but on foot only; and
4. The right to have the easement land kept clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the easement land; and
5. The right to recover from the Grantor, the cost of construction of and/or repairs to the footpath, driveway or other improvements located on the easement land, whether due to breach of the provisions of clause 2 above or occasioned by any wilful or negligent act and all such costs occasioned by the Grantor, their, his or her agents, servants, contractors, permitted occupants residents or invitees.
6. The right from time to time and at all times hereafter by day and night to undertake repairs and maintenance on the easement land on foot or with motor vehicles and machinery PROVIDED HOWEVER that this transfer does not create any positive obligation on the part of the Grantee to carry out such work and that the Grantee be shall entitled to use the right-of-way herein created for that purpose.

Covenant Provisions

1. Nothing herein contained or implied shall abrogate limit restrict or abridge any of the rights powers and remedies vested in the Grantee at law or by statute.
2. The Grantee is under no compulsion to exercise the Right-of-Way hereby created.

Form B - continued

3. The Grantee may at will discontinue from time to time the use of the rights contained herein and at will recommence the use of the same.
4. The Grantor will at its own expense maintain the footpath, driveway, paving or other improvements located on the easement land to the satisfaction of the Grantee.
5. The Grantor will not at any time hereafter do or permit to be done any act or allow any omission which will in any way whatsoever interfere with the enjoyment of the Grantee of the rights and privileges vested in or conferred on the Grantee by the easements hereinbefore recited.
6. The Grantor shall indemnify and keep indemnified the Grantee in respect of any liability to any third party as a result of the Grantor's failure to maintain the easement land or its failure to keep the easement land clear of parked vehicles or other impediments.