

Land Transfer Regulations 2002, Schedule 2, Form 3

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT A PRENDRE, OR  
CREATE LAND COVENANT

SECTIONS 90A AND 90F, LAND TRANSFER ACT **EI 7941220.4 Easement I**

Cpy - 01/01, Pgs - 008, 18/09/08, 10:50



DocID: 313183616

Land registration district

North Auckland

Grantor

Surname must be underlined

231 HUIA ROAD DEVELOPMENTS LIMITED

Grantee

Surname must be underlined


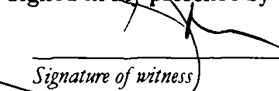
WAITAKERE CITY COUNCIL


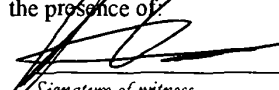
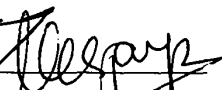
Grant\* of easement or profit à prendre or creation or covenant

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 3rd day of September 2008

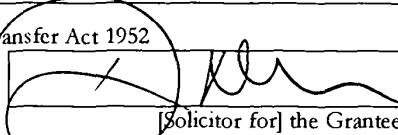
Attestation

 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 <b>Deborah June McNab</b>
	Occupation <b>Solicitor</b> Address <b>Auckland</b>

 Signature [common seal] of Grantee	Signed in my presence by the Grantor THE COMMON SEAL of the WAITAKERE CITY COUNCIL was hereunto affixed in the presence of:
	 Signature of witness Mayor / Deputy Mayor
	 Chief Executive Officer
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name Occupation Address

RMA 20061652

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

1

of 5 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 to Drain Stormwater	Areas "E" and "H" on DP 406651	425603 ✓	in gross
Right to Drain Stormwater	Areas "B", "C", "D", "F", "G", "I" and "J" on DP 406651	425604 ✓	

**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 Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~varied~~ ~~negative~~ ~~added to~~ or and ~~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**



## Annexure Schedule 2

Easement Instrument

Dated

2

of

5

pages

### Rights and Powers

1. The Grantee shall have the right to carry convey lead drain and discharge water whether rain spring soakage or seepage water in any quantities on to through or over those parts of the land in Certificates of Title 425603 and 425604 marked "B", "C", "D", "E", "F", "G", "H", "I" and "J" on DP 406651 (such part(s) of the Grantor's land referred to in this schedule as "the easement land") together with the additional rights and powers incidental thereto set out in the following clauses.
2. The right to collect and concentrate at such place or places on any of the roads shown on the said plan as the Grantee shall think fit all water which shall fall upon or otherwise make its way on to or be directed or diverted on to the said roads or any of them and to carry convey lead drain discharge or allow to escape in any quantities the said water from such roads or any of them on to the easement land or any part or parts thereof.
3. For any of the purposes aforesaid and from time to time the right to construct dig lay extend maintain alter repair renew and cleanse open drains pipes or conduits through over along or under the easement land or any part or parts thereof.
4. The full power and authority for the Grantee its surveyors engineers workmen contractors agents and servants with or without vehicles and machinery plant and equipment from time to time and at all times to enter and remain for any of the purposes aforesaid upon the Grantor's land or any part or parts thereof as shall be necessary for such purposes and generally to do and perform such acts and things in or upon the easement land as may be necessary or proper for or in relation to any of the purposes aforesaid.

### Covenant Provisions

1. All works authorised to be carried out hereunder shall be carried out as expeditiously as possible and with as little disturbance as possible to the surface of the Grantor's land and in the case of the installation or maintenance of drainage pipes, that the surface of such land be restored as nearly as practicable to its condition immediately before the commencement of such works; and upon the further condition that any damage done to any other part of the Grantor's land or any improvements thereon shall be repaired at the expense of the Grantee if such damage occurs as a consequence of the Grantee undertaking works authorised hereunder.
2. Except as provided in subclause 1 of this proviso the Grantee shall not be responsible for any damage caused by the exercise by it of the rights hereinbefore conferred on it or by the deposit of silt or debris on the easement land or any part or parts thereof.
3. Nothing herein contained or implied shall compel or be deemed to compel the Grantee to carry lead convey conduct drain or discharge water through open drains pipes or conduits on the easement land or any part or parts thereof.
4. The Grantee may discontinue such drainage and recommence such drainage at will.
5. Nothing herein contained or implied shall abrogate limit restrict or abridge or be deemed to abrogate limit restrict or abridge any of the rights powers and remedies vested in the Grantee at common law or by statute.

Continued on page 3 Annexure Schedule

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

Annexure Schedule 3

Easement Instrument

Dated

3

of 6 pages

**Continuation of Covenant Provisions**

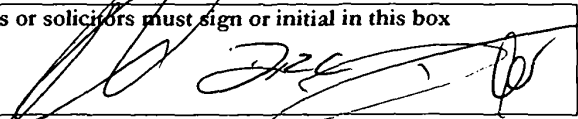
6. The Grantor will not at any time hereafter do or permit the doing of any act which will in any way whatsoever interfere with the enjoyment by the Grantee of the rights and privileges vested in or conferred on it by virtue of these presents.

7. The Grantor will not at any time place erect construct or permit to remain on any part of the easement land any solid structure, earthworks, solid walls or fences or other impediment which may inhibit the natural flowpath of water nor carry out any reshaping, excavation, filling or cutting of the easement land in such a way that will result in a change in the direction or position of the natural flowpath of surface water;

8. If any damage is caused or any repair is necessary to the said drains, pipes or conduits through the act or neglect of the registered proprietors of the easement land or their servants, tenants, agents, workmen, licensees or invitees or should the registered proprietors or their servants, tenants, agents, workmen, licensees, invitees of the easement land be in breach of any of the covenants contained herein then the cost of making good such damage, repairs or compliance with the covenants contained herein shall be borne entirely by the registered proprietor who shall carry out such work necessary to make good such damage, repair or compliance within 28 days after being requested to do so in writing by the Grantee and if the registered proprietor fails to make good such damage, repair or compliance the Grantee or its servants, tenants, agents, workmen, licensees or invitees with or without vehicles machinery plant and equipment may enter upon the easement land for the purposes of making good, repairing or carrying out such works necessary to comply with the covenants contained herein and recover the cost thereof from the registered proprietor in default and failure to pay such costs by the registered proprietor shall entitle the Grantee to register a charge against the land herein owned by the registered proprietor.

Continued on page 4 Annexure Schedule

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)*

Page 4 of **5** Pages

*Easement Instrument*

**Person giving consent**  
consent

**Capacity and interest of Person giving**

*Surname must be underlined*

*(eg Caveator under Caveat no)*

TEA CUSTODIANS (PACIFIC) LIMITED	Mortgagee under and by virtue of Mortgage No. 6829731.4
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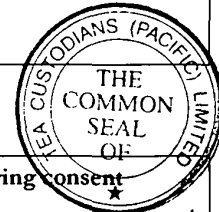
**Consent**

*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 the Person giving consent hereby consents to the creation of the within easement

Dated this 19 day of AUGUST 2008



**Attestation**

Signed by  
TEA Custodians (Pacific) Limited

Mohammed Aktar  
..... Authorised Signatory  
Deborah Robyn Gipson  
..... Designated Signatory  
..... of Person giving consent  
*Authorised*

Signed in my presence by the Person giving consent

*[Signature]* 2008/1284  
Signature of witness

*Witness to complete in BLOCK letters (unless legibly printed)*

**Witness name** Griselda Leela Karmakar  
**Occupation** Administrative Assistant  
**Address** Auckland

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.

*[Handwritten mark]*

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

Page 5 of 5 Pages

Easement Instrument

Person giving consent

Capacity and interest of Person giving

Surname must be underlined

(eg Caveator under Caveat no)

J3 LIMITED	Caveator under and by virtue of Caveat No. 7407955.1
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Consent

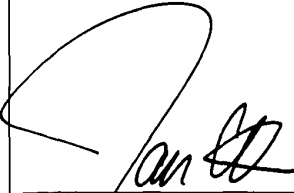
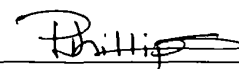
Delete words in [ ] if inconsistent with the consent

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 the Person giving consent hereby consents to the creation of the within easement

Dated this 18<sup>th</sup> day of August 2008

Attestation

 Signature (Common seal) of Person giving consent. Director for J3 Ltd for J3 Trust	<b>Signed in my presence by the Person giving consent</b>  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name JACQUELINE PHILLIPS Occupation OFFICE MANAGER Address HAMILTON

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.

