

View Instrument Details



Instrument No 8566292.7
Status Registered
Date & Time Lodged 20 August 2010 15:31
Lodged By Wang, Xi-Yu
Instrument Type Easement Instrument



Affected Computer Registers	Land District
515504	North Auckland
515505	North Auckland
515506	North Auckland
515509	North Auckland

Annexure Schedule: Contains 3 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 7997984.2 has consented to this transaction and I hold that consent

Signature

Signed by Deborah June McNab as Grantor Representative on 20/08/2010 12:27 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 Deborah June McNab as Grantee Representative on 20/08/2010 12:28 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

231 HUIA ROAD DEVELOPMENTS 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*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
Supply Water	Area "G" on DP 429542	515504	In gross
	Area "DC" on DP 429542	515505	
	Area(s) "DF" and "K" on DP 429542	515506	
	Area "L" on DP 429542	515509	

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 as continued herein

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]

Form B as continued herein

Form B - continued

Rights and Powers

1. The Grantee shall have the right to take convey and lead water in any quantities on to through or over those parts of the land in Certificate(s) of Title 515504, 515505, 515506 and 515509 marked "G", "K", "L", "DC" and "DF" on Deposited Plan 429542 (such part(s) of the Grantor's land hereinafter 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 full and free right liberty and licence from time to time and at all times hereafter to take convey and lead water in free and unimpeded flow (except when the flow is halted for any period necessary for repair or for any other reason) and in any quantity on to, through or under the easement land and for that purpose to lay pipes or to make use of the pipes now laid beneath the surface of the easement land with full power from time to time and at all times for the Grantee its surveyors engineers workmen contractors agents and servants with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the Grantor's land and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining and replacing any pipe or pipes and to open up the soil of the easement land to such extent as may be necessary and reasonable in that regard.

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 easement land and that such surface shall 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 in exercising the aforesaid powers is repaired at the expense of the Grantee.
2. 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.
3. The Grantee is under no compulsion to exercise the easement hereby created and that the Grantee may at will discontinue from time to time the use of some or all of the said water pipes and at will again recommence the use of the same.
4. 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 these presents.