

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 1952

El 6272398.6 Easement I

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Land registration district  
North Auckland


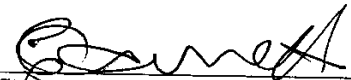
Grantor  
435 WEST LIMITED


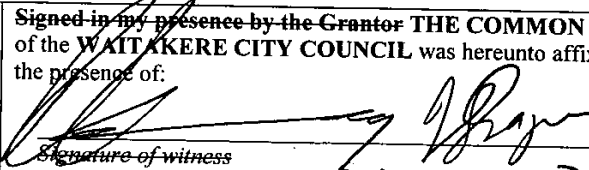
Grantee *Surname must be underlined*  
WAITAKERE CITY COUNCIL

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).

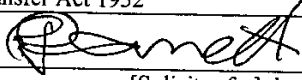
Dated this 7<sup>th</sup> day of December 20 08

Attestation

|  |  |
|--|--|
| <br>Director | Signed in my presence by the Grantor<br><br>Signature of witness<br>Witness to complete in BLOCK letters (unless legibly printed) |
|  | Witness name GAVIN IAN GARNETT<br>Occupation SOLICITOR<br>AUCKLAND<br>Address  |
| Signature[common seal]<br>of Grantor   |  |

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

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 7 December 2004

1

of

4

pages

**Schedule A**

*Continue in additional Annexure Schedule if required*

| Purpose<br>(nature and extent) of<br>easement, profit, or<br>covenant | Shown (plan<br>Reference)                   | Servient tenement<br>(Identifier/CT)   | Dominant tenement<br>(Identifier/CT or<br>in gross) |
|---|---|--|---|
| Water Supply  | Area(s) "AG", "AK" and<br>"AL" on DP 342732 | 175409<br>175415<br>175416<br>175417<br>175418<br>175419<br>175420<br>175421<br>175422<br>175423<br>175424<br>175425<br>175426<br>175427<br>175428<br>175429 | 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 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~~ [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**

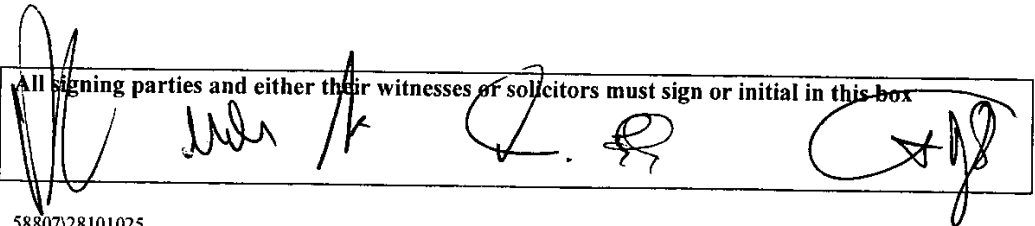
*Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.*

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 7 December 2024

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of 4

pages

**Rights and Powers**

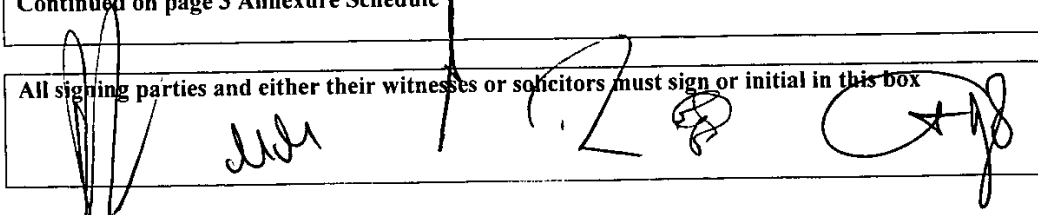
1. The Grantee shall have the right to take convey and lead water in any quantities on to through or over those parts of the land in Certificates of Title 175409 and 175415 to 175429 inclusive marked "AG", "AK" and "AL" on Deposited Plan 342732 (such part(s) of the Grantor's land hereinafter referred 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.

Continued on page 3 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)

Easement Instrument

Person giving consent

Capacity and interest of Person giving

Surname must be underlined

(eg Caveator under Caveat no)

|                         |   |
|-------------------------|---|
| FINANCIAL TRUST LIMITED | Mortgagee under and by virtue of Mortgage No. D628193.3 |
|-------------------------|---|

Consent

Delete words in [ ] if inconsistent with the consent

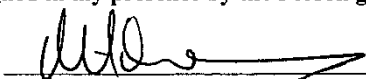
State full details of the matter for which consent is required

[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 7<sup>th</sup> day of December 2004

Attestation

|   |   |
|---|---|
| <p><del>PHILIPPS - AUTHORIZED SIGNATORY</del></p> <p><del>ROB MURRAY - AUTHORIZED SIGNATORY</del></p> <p>Signature (Common seal)<br/>of Person giving consent</p> | <p>Signed in my presence by the Person giving consent</p> <p></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Michele Morris<br/>Occupation Lending Analyst<br/>Address Auckland</p> |
|---|---|

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.



Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement

Page 4 of 4 pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

435 WEST RESIDENTS ASSOCIATION  
INCORPORATED

Encumbrancee under and by virtue of  
embrance number 5664447.9

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 person giving consent hereby consents to the creation of the within easements pursuant to Section 90B of the Land Transfer Act 1953

Dated this 17 day of December 2004

Attestation

|  |  |   |
|--|--|---|
| <br>Authorized Signatory<br><br>Authorized Signatory | <b>435 WEST<br/>RESIDENTS<br/>ASSOCIATION<br/>INCORPORATED</b> | Signed in my presence by the Consentor                        |
|  |  | Signature of Witness  |
| Signature of Consentor                               |  | Witness to complete in BLOCK letters (unless legibly printed) |
|  |  | Witness name  |
|  |  | Occupation  |
|  |  | Address   |

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.