

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



Land registration district
North Auckland


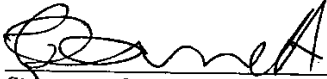
Grantor
435 WEST LIMITED


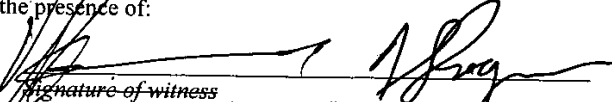
Grantee
WAITAKERE CITY COUNCIL *Surname must be underlined*

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).

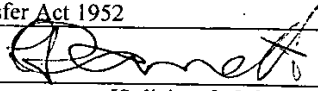
Dated this 7th day of December 20 04

Attestation

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

	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 (Acting Chief Executive) Witness to complete in BLOCK letters (unless legibly printed)
	Witness name Occupation Address
Signature [common seal] 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 2009

1

of 5

pages

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 (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Drainage	Area(s) "AK", "AM" and "AN" on DP 342732	175415 175416 175417 175418 175419 175420 175421 175422 175423 175424 175425 175426 175427 175428 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

[Handwritten signatures and initials]

Annexure Schedule 2

Easement Instrument

Dated 7 December 2004

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of

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pages

Rights and Powers

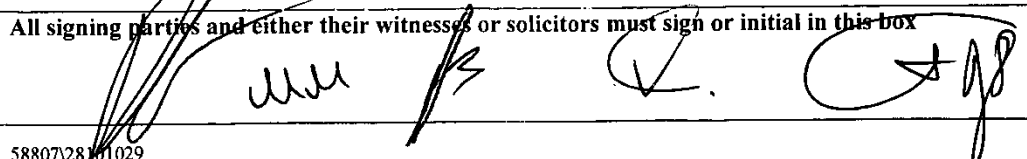
1. The Grantee shall have the right to carry convey lead drain and discharge water whether rain spring soakage or seepage water in any quantities on to through or over those parts of the land in Certificate(s) of Title 175415 to 175429 inclusive marked "AK", "AM" and "AN" on DP 342732 (such part(s) of 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 7 December 2004

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of

5

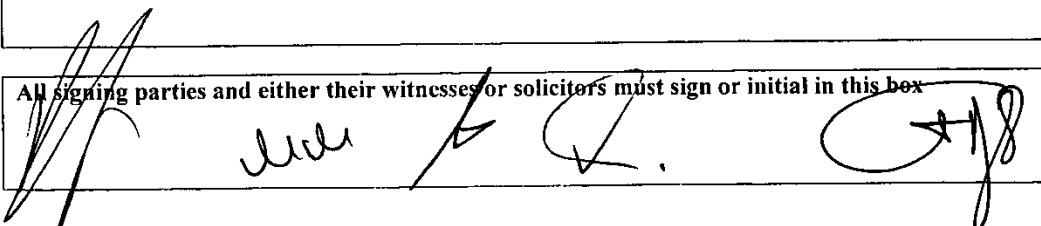
pages

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:
 - (a) place erect construct or permit to remain on any part of the easement land any solid structure, fill 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;
 - (b) place erect construct or permit to remain on any part of the remainder of the Grantor's land any residential/commercial buildings unless the floor levels of such residential/commercial buildings are not less than 500mm in height above the one in one hundred year flood level of the overland flowpath measured at a point squared off the boundary of the easement land at the highest/uphill side of such proposed floor;
8. If any damage is caused or any repair is necessary to the said drains, pipes or conduits through the act or neglect of any particular one or more of the registered proprietors of the easement land or their servants, tenants, agents, workmen, licensees or invitees or should any one or more of 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 that particular 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 that particular 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 that registered proprietor shall entitle the Grantee to register a charge against the land herein owned by that registered proprietor.

Continued on page 4 Annexure Schedule

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

A rectangular box containing five handwritten signatures or initials. From left to right: a large, stylized signature; a signature that appears to be 'Jill'; a signature that appears to be 'A'; a signature that appears to be 'D'; and a signature that appears to be 'G' with a large flourish.

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

Page 4 of 5 Pages

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
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Consent

Delete words in [] if inconsistent with the consent

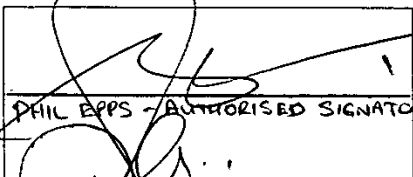
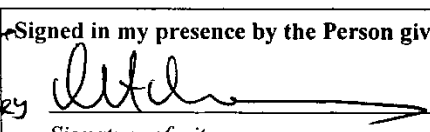
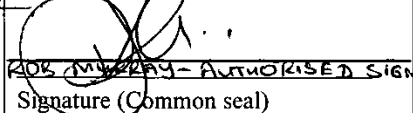
State full details of the matter for which consent is required

[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

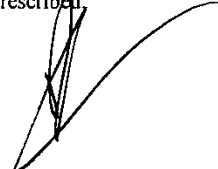
Dated this 7th day of December 2004

Attestation

 PHIL EPPS - AUTHORISED SIGNATORY	Signed in my presence by the Person giving consent
 Signature of witness	
 Signature (Common seal) of Person giving consent	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name Occupation Address

Michele Morris
Lending Analyst
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.



Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement

Page 5 of 5 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]

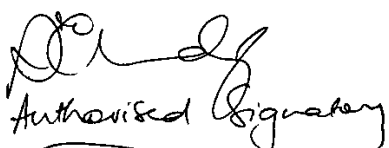
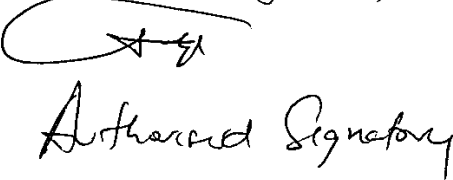
[Without prejudice to the rights and powers existing under the interest of the Consentor]

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 7 day of December 2004

Attestation

 Authorised Signatory	Signed in my presence by the Consentor
	Signature of Witness
 Authorised Signatory	Witness to complete in BLOCK letters (unless legibly printed)
Signature of Consentor	Witness's name
	Occupation
	Address

435 WEST RESIDENTS ASSOCIATION INCORPORATED

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.