

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

EI 7900361.6 Easement 1

Cpy - 01/01, Pgs - 006, 15/08/08, 09:28



DocID: 313161559

Land registration district

North Auckland

Grantor

ALEXANDER GAVIN PINCOTT

Grantee

Surname must be underlined


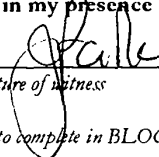
WAITAKERE CITY COUNCIL

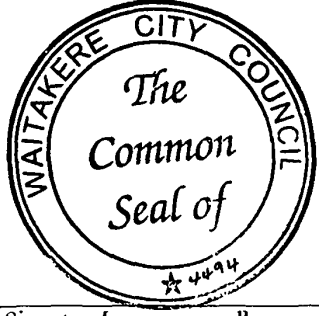
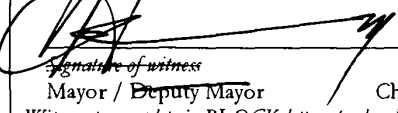
Grant* of easement or profit à prendre or creation or covenant

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 10 day of June 2008


Attestation

	<p>Signed in my presence by the Grantor</p> <p></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Judith Park</p> <p>Witness name Registered Legal Executive</p> <p>Fellow New Zealand Institute of Legal Executives Inc</p> <p>Occupation Auckland</p> <p>Address Authorised to take Statutory Declarations</p>
	<p>Signature [common seal] of Grantor</p>

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

RMA 2007726

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 10-6-08 1 of 4 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)
Drainage	Areas "B", "E" and "F" on DP 395966	382920	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]~~

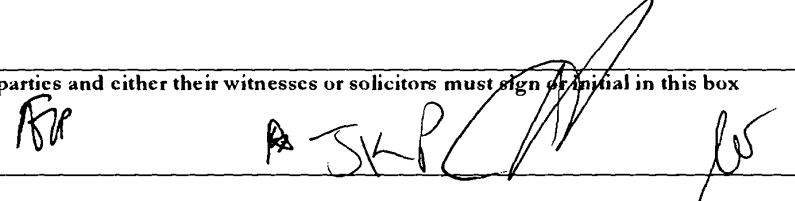
Covenant provisions *Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.*

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 10-6-08

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of 4

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 382920 marked "B", "E" and "F" on DP 395966 (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.

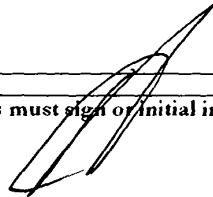
Covenant Provisions

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

AP SLP



Annexure Schedule 3

Easement Instrument Dated 10-6-09 3 of 4 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 buildings unless the floor levels of such residential 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 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

AP JKP [Signature] QS



Bank of New Zealand

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **Desley Osborne**, **Quality Assurance Officer of Auckland, New Zealand, Bank Officer**, certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 10 June 2008

A handwritten signature in cursive script that reads "D. Osborne".

Desley Osborne

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

Page 4 of 4 Pages

Easement Instrument

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

(eg Caveator under Caveat no)

BANK OF NEW ZEALAND	Mortgagee under and by virtue of Mortgage No. 7605648.2
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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 10th day of June 20 08

Attestation

<p>SIGNED for and on behalf of BANK OF NEW ZEALAND By its Attorney: <u>D. Osborne</u></p> <hr/> <p><u>Desley Osborne</u></p> <p>Signature (Common seal) of Person giving consent</p>	<p>Signed in my presence by the Person giving consent</p> <p><u>Jenny Faatafa</u> Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Jenny Faatafa Occupation BANK OFFICER Address AUCKLAND</p>
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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.