

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

Sections 90A and 90F, Land Transfer Act 1952

**EI 6059214.4 Easement I**

Land registration district

South Auckland

Cpy - 01/01, Pgs - 008, 28/06/04, 14:20



DocID: 510936320

Grantor

Surname(s) must be underlined.

MAVIS ANN POPP

Grantee

Surname(s) must be underlined.

MAVIS ANN POPP

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).

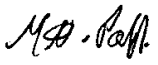

Dated this



2nd day of

February

2004

Attestation

	Signed in my presence by the Grantor
	 Signature of witness
Signature [common seal] of Grantor	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name ROLAND BRUCE OLIVER Occupation SOLICITOR THAMES Address

	Signed in my presence by the Grantee
	 Signature of witness
Signature [common seal] of Grantee	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name ROLAND BRUCE OLIVER Occupation SOLICITOR THAMES Address

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.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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50+50 = 100

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(Continue in additional Annexure Schedule if required.)

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

**Annexure Schedule 2**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Instrument

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(Continue in additional Annexure Schedule, if required.)

**Terms, conditions, covenants or restrictions in respect of any of the above easements**

**1. Right of Way Easement:**

- (i) The responsibility for and costs of maintenance or repair of the right of way referred to herein shall be shared on a fair pro-rata distribution basis calculated on usage among the registered proprietors for the time being of the servient tenement and the dominant tenements.
- (ii) Notwithstanding clause 1(i) above, if any maintenance repair or reinstatement of the right of way has been rendered necessary by the act neglect or default of either the registered proprietor of the dominant tenement alone (including any tenant, licensee, servant, contractor, visitor or agent of such registered proprietor) or the registered proprietor of the servient tenement along (including any tenant, licensee, servant, contractor, visitor or agent of such registered proprietor) then the registered proprietor at fault or responsible shall bear the whole costs of such work.
- (iii) The registered proprietor of each dominant tenement having the use of the right of way shall use the right of way in such manner as to cause as little inconvenience and annoyance as possible to the registered proprietor of the servient tenements and hereby covenant with each other for themselves, their tenants, visitors, agents, workmen and licensees, to ensure that no vehicle or other object is parked, placed or allowed to stand by day or night

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

*H.P. H.P. T.B.*  
popp easent

**Annexure Schedule 2**

Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

on the right of way so as to be likely to cause obstruction to vehicles or persons using the right of way.

- (iv) If the registered proprietor of any of the servient tenements or dominant tenements shall neglect or refuse to join with the others or other in carrying out any work required in respect of the right-of-way pursuant to the obligations herein, then the registered proprietor who is willing to proceed with works authorised herein may serve upon the unwilling registered proprietor or proprietors a notice in writing requiring that the other registered proprietor or proprietors join in the necessary work.
- (v) Unless the registered proprietor giving the notice has received written notice from the unwilling registered proprietor or proprietors before the expiry of one calendar month from the date of service of such notice (the 'notice period') disputing the necessity for the carrying out of the proposed works or the extent of the proposed works or liability to share in the cost of carrying out the proposed works and referring the matter in dispute to arbitration as provided herein, the registered proprietor giving the notice may at the expiry of the notice period carry out the work himself and for that purpose to enter into and upon that part of the servient tenement or tenements or dominant tenement or tenements identified above as being subject to or having the benefit of the right of way easement as the case may be and perform all works necessary.
- (vi) Unless the registered proprietor or proprietors in default has/have disputed the amount claimed as above within one month of demand being made on him, he or they shall pay the registered proprietor who has carried out such

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M.P.P. M.P.P. TUBO  
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**Annexure Schedule 2**

Insert type of instrument  
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works his or their share of the costs. If either fails to make such payment the same may be recovered by action at law.

**2. Electricity and Telecommunications Easements:**

- (i) The costs of keeping and maintaining the part of the servient tenement which is the subject of the within electricity and telecommunication easements so as to ensure they are in good order and condition shall be borne equally by the registered proprietors for the time being of the servient tenement and the dominant tenements.
- (ii) The registered proprietors of the dominant and servient tenements shall jointly and severally at all times do all such acts and things as may be necessary to comply with the condition of consent to the electricity and telecommunication easements which may be specified from time to time by any Local Authority or other public or private bodies having jurisdiction in the matter and each such registered proprietor shall not do any act or place any building or erection or plant or suffer or allow to be planted any tree or shrub or do or permit any act or thing to be done on the dominant and servient tenements which is consistent with the exclusive use of such land for the purpose of such easement of electricity and/or telecommunication easements as the case may be.
- (iii) Where the need for maintenance is directly attributable to the actions of any one or more of the registered proprietors or any servant, agent, trustee or licensee of or any visitor to such registered proprietor or proprietors of the dominant or servient tenements as the case may be, then the cost of

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M.S.P. M.S.P. T.S.O.  
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maintenance shall be borne wholly by such registered proprietor or proprietors as the case may be.

**3. Height Restriction**

Not to erect or permit to be erected any building or appurtenances exceeding a height of RL 51.30 (Thames Coromandel Datum) nor to permit any trees, shrubs or plants to exceed a height of RL 51.30 (Thames Coromandel Datum).

**4. Termination:**


No power is implied in respect of the easements created by this Easement Certificate for the owner of the servient tenement or tenements to determine that easement for any breach of covenant or condition (whether express or implied or for any other cause whatsoever).

**5. Arbitration:**

Any dispute between the registered proprietors of the dominant and servient tenements relating to the implementation of the terms or obligations under this easement certificate and the within easements shall be first referred to mediation. If still unresolved then it shall be referred to arbitration pursuant to the Arbitration Act 1996 and its amendments.

TO: LAND INFORMATION NEW ZEALAND

Please note the dominant tenements with the Land Covenant / Height Restriction created herein.

 LandInferet Ltd  
for Solicitor  
for Owner.

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