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Document, Interest, Instrument: 5830738.7

Property: 1447B Port Charles Road, Port Charles, Thames-Coromandel District

Legal Description: Lot 1 Deposited Plan 313053

CoreLogic Reference: 3209646/1

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Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 5830738.7 Easement I

Cpy - 01/01, Pgs - 006, 09/12/03, 07:23



DocID: 510775439

Land registration district

South Auckland

Grantor

Surname(s) must be underlined.

GREGORY EDWARD JAMES and ELIZABETH SUE BEDWELL (1/2 share) and PETER ROBERT MCKAY and TESSA ROWENA MCKAY (1/2 share)

Grantee

Surname(s) must be underlined.

GREGORY EDWARD JAMES and ELIZABETH SUE BEDWELL (1/2 share) and PETER ROBERT MCKAY and TESSA ROWENA MCKAY (1/2 share)

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

4th day of March

2003

Attestation

	Signed in my presence by the Grantor GREGORY EDWARD JAMES and ELIZABETH SUE <u>BEDWELL</u>
	Signature of witness <u>E. M. Taylor</u>
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name EDITH MAY TAYLOR
Occupation <u>Retired</u>	
Address <u>Port Charles R.D.H. Coromandel.</u>	
Signature [common seal] of Grantor and Grantee	

	Signed in my presence by the Grantee or PETER ROBERT MCKAY and TESSA ROWENA <u>MCKAY</u>
	Signature of witness <u>Paula M Black</u>
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name <u>PAULA M BLACK.</u>
Occupation <u>BUSINESS MANAGER</u>	
Address <u>210 AORANGI RD, RD1, HASTINGS.</u>	
Signature [common seal] of Grantee and Grantor	

Certified correct for the purposes of the Land Transfer Act 1952.

76
EI \$50
+ \$5 MI

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule

Insert below

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

Easement Instrument

Dated

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SIGNED by the said GREGORY EDWARD

JAMES and ELIZABETH SUE BEDWELL

as Grantee in the presence of:

) *G.E. James*
)
) *E.S. Bedwell*

E M Taylor

EDITH MAY TAYLOR

RETIRED

PORT CHARLES R.D. & Coromandel

SIGNED by the said PETER ROBERT

McKAY and TESSA ROWENA McKAY

as Grantee in the presence of:

) *P.R. McKay*
)
) *T.R. McKay*

Paula Meredith Black

BUSINESS MANAGER

*210 AORANGI ROAD
ROI - HASTINGS*

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule 1

Easement instrument

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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)
	LT 313053		
Right of Way, electricity and telecommunication transmission	A,B,E,F	51412	51413
Right of Way and telecommunication transmission	I	51412	51413
Electricity transmission	k	51412	51413
Electricity and water supply easement	J	51413	51412

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~~ ~~negated~~ ~~added to~~ or ~~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

99. App & M. Taylor, 7230 the day 7/11/03

Annexure Schedule

Insert below

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

Easement Instrument

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RIGHTS**1. Water Supply Easement:**

The rights to convey water include the right to provide water tanks, troughs, filters, pumping equipment (if any) and pipes. The costs of maintaining, repairing and replacing the same shall be apportioned by the registered proprietor of the dominant tenement not less than annually in reasonable shares according to approximate use between the registered proprietors for the time being **PROVIDED THAT** if any such maintenance, repair or replacement shall be due to the neglect or default solely of the registered proprietor for the time being of any one of the dominant tenement or servient tenement then the cost thereof shall be borne solely by the registered proprietor of such tenement. If a registered proprietor of either the servient tenement or the dominant tenement does not connect or disconnects their dwelling or property to the water supply, that registered proprietor shall not be required to contribute to the costs of maintaining, repairing and replacement of the tanks, filters, troughs, pumping equipment (if any) and pipes. The registered proprietors of Lots 1 and 2 DP 313053 presently share equally the ownership of the existing pump and pump shelter, filter(s) and trough and the registered proprietors of Lot 1 DP 313053 own the pipes and electricity cables.

2. Right of Way Easement:

2.1 The responsibility for and costs of maintenance, repair and reinstatement of the right of way referred to herein shall include the roadway surface and the cleaning of drains and catchpits and shall be shared on a fair pro-rata distribution basis calculated on the number of dwellings using the right of way among the registered proprietors for the time being of the servient tenement and the dominant tenements.

2.2 Notwithstanding clause 2.1 above, if any maintenance, repair or reinstatement of the right of way or its drains or catchpits has been rendered necessary by the act neglect or default of the registered proprietor of the dominant or servient tenement (including

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S. J. [Signature] E.M.T. [Signature] [Signature] [Signature] [Signature]

Annexure Schedule

Insert below

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

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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.

- 2.3 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 proprietors of the servient tenement and other dominant 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 on the right of way so as to be likely to cause obstruction to vehicles or persons using the right of way.

3. **Electricity and Telecommunications Easements:**

Where the need for maintenance, repair or reinstatement 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 maintenance, repair or reinstatement shall be borne wholly by such registered proprietor or proprietors as the case may be. The registered proprietor of Lot 1 DP 313053 presently owns the electricity cable along "J" on DP 313053 and the registered proprietor of Lot 2 DP 313053 owns the electricity cable along "K" on DP 313053.

4. **Termination:**

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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

S. J. [Signature]

E.M.T.

TUBO

All

Jy

[Signature]