

Approved by Registrar-General of Land under No. 2002/6055
Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 5941628.5 Easemen

Land registration district

NORTH AUCKLAND



Cpy - 01/01, Pgs - 008, 22/03/04, 11:20



DocID: 311338485

Grantor

Surname(s) must be underlined or in CAPITALS.

Samsudin ALISPAHIC and Gabriel Pearl ALISPAHIC

Grantee

Surname(s) must be underlined or in CAPITALS.


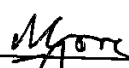
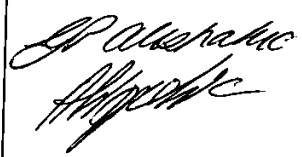

Samsudin ALISPAHIC and Gabriel Pearl ALISPAHIC

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 26 day of February 2004

Attestation

	Signed in my presence by the Grantor
	 Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation
Signature [common seal] of Grantor	Address Anthony Gore Solicitor AUCKLAND
	Signed in my presence by the Grantee
	 Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Anthony Gore Solicitor AUCKLAND
Signature [common seal] of Grantee	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

Approved by Registrar-General of Land under No. 2002/6055
Annexure Schedule 1



Easement instrument

Dated

26 FEBRUARY 2004

Page

2

of

8

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)
Access Lot	3 DP 333700	138087, 138088	138087, 138088

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

Annexure Schedule

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

Easement Instrument

Dated

26 February 2004

Page

3

of

8

pages

(Continue in additional Annexure Schedule, if required.)

To Grantors for themselves and subsequent registered proprietors of the Access Lot **HEREBY COVENANT** with the Grantees for the benefit of the Dominant Tenement Lots that the Grantors will not use the Access Lot except in accordance with the Covenants **PROVIDED THAT** the Grantors from the time being shall only be liable for any breach of the Covenants which occurs while those Grantors are the registered proprietors of the Access Lot.

Schedule B - The Covenants

1. The Grantors shall not:

- (a) use or permit to be used the Access Lot for any purpose other than a permitted use as described in Schedule C ("permitted use")
- (b) erect or permit to be erected on the Access Lot any building structure, or erection or grow any tree, hedge, bush or other vegetation thereon, which could in the reasonable opinion of the Grantees (or any of them) restrict or prohibit any of the permitted uses; for the sake of clarity, the parties agree that security gates and entry walls may be built at the street frontage to the property;
- (c) transgress any by-law or any statutory regulation relating to any of the permitted uses;
- (d) do or permit anything or commit any act omission or default whereby the use of the Access Lot is in any way impeded or obstructed except as otherwise expressly permitted herein.

2. The cost of maintaining and upgrading the Access Lot shall be borne by the Grantees in the proportions set out in Schedule D **PROVIDED HOWEVER** that where the need for maintenance or upgrade is directly attributable to actions of one of the Grantees or the servants, tenants, agents, contractors, workmen, licensees or invitees of that Grantee the cost shall in that case be borne by that Grantee. The cost of formation for the Access Lot shall be borne by the Grantee in proportions set out in Schedule D provided that the registered proprietor of Lot 2 pays no more than \$40,000.00.

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.

Annexure Schedule

Insert type of instrument

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

Easement Instrument

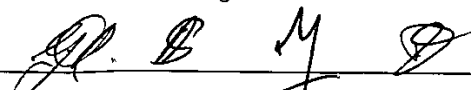
Dated 26 February 2004

Page 4 of 8 pages

(Continue in additional Annexure Schedule, if required.)

3. If any party ("**defaulting party**") shall neglect or refuse to carry out or pay for any work required in respect of the Access Lot pursuant to the provisions hereof, then the other party or parties willing to proceed ("**willing party**") may serve upon the defaulting party a notice in writing requiring the defaulting party to join in, carry out or pay for as the case may be such work and stating that upon expiry of 21 days from the date of service of such notice the willing party may carry out or pay for the work or for that purpose may enter into and upon the land of the defaulting party and the defaulting party shall then forthwith be liable to pay to the willing party the cost of the work that has been carried out or paid for and the cost of notice and the defaulting party's proportion of the cost of carrying out and pay for the work together with interest from the date of demand until the date of payment calculated at a rate of 5% per annum above the overdraft rate then currently charged by the willing party's Bank computed on a daily basis **AND** where default is made in making such payment the same may be recovered by action at law **AND** in consideration of the willing party carrying out or paying for the work the defaulting party shall forthwith upon demand give and execute in favour of the willing party a good and registrable Memorandum of Mortgage of the defaulting party's proportion of the cost of carrying out or paying for the work together with interest as hereinbefore provided the said Mortgage to be in such form and to contain such covenants, conditions, provisions, and powers as are usually inserted in mortgages of land securing trust funds by solicitors practising in the Auckland District Law Society district **AND** the defaulting party shall pay all costs and expenses of and incidental to:
 - (a) the preparation and registration of the said Mortgage and any Variation or Discharge thereof: and
 - (b) the costs (as between solicitor and client) and disbursements of the willing party of and incidental to the enforcement or attempted enforcement by the willing party of his rights, remedies and powers under these presents and/or under the Mortgage including the giving or attempted giving of any notice pursuant to the provisions of the Property Law Act 1952 or the provisions of these presents.
4. Any dispute or difference which may arise between the parties hereto touching any of the matters arising out of this Deed shall be referred for the decision of a single Arbitrator under the Arbitration Act 1996 or any then subsisting provisions relating to arbitration.

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.



Annexure Schedule

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

Ensement Instrument

Dated

26 February 2006

Page

5

of 8

pages

(Continue in additional Annexure Schedule, if required.)

Schedule C – Permitted Uses

The Permitted Uses for the Access Lot and the rights and powers attaching to the Permitted Uses are:

1. Access

- 1.1 The rights and powers set out in clause 6, Rights of Way, in Schedule 4 of the Land Transfer Regulations 2002.

2. Electricity Transmission

- 2.1 The right to:

- (a) transmit and distribute electricity through transformers, equipment, cables and wires installed on or in the Access Lot to Dominant Tenement;
- (b) install, maintain, repair, replace or add to electrical equipment on or in the Access Lot (including lines, conduits, cables, terminals, supply points, transformers, manholes, boxes or any other equipment necessary or desirable for the transmission and distribution of electricity).

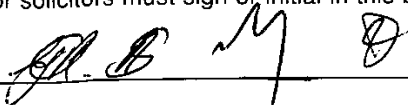
3. Sewage Conveyance

- 3.1 The right to:

- (a) drain sewage in any quantities in, under and along the Access Lot from the Dominant Tenement;
- (b) lay, construct, alter, cleanse, extend, repair, maintain, remove and replace any pipes, concrete or other conduits, manholes, valves, surface boxes or other plant or sewage drainage systems on the Access Lot.

- 3.2 The rights attaching to the right to drain sewage set out in clause 5 in Schedule 4 of the Land Transfer Regulations 2002.

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.



Annexure Schedule

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

Easement Instrument

Dated 26 February 2004

Page 6 of 8 pages

(Continue in additional Annexure Schedule, if required.)

4. Water Conveyance

- 4.1 The right to convey water in, under and along the Access Lot together with the full free uninterrupted and unrestricted right from time to time and at all times to take, convey and lead water in a free and unimpeded flow and in any quantity across the Access Lot together with the additional rights attaching to the rights to convey and the right to drain water set out in clauses 3 and 4 in Schedule 4 of the Land Transfer Regulations 2002.

5. Telecommunications

- 5.1 The right to:

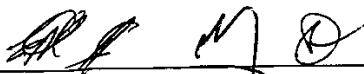
- (a) lay and maintain in and under the soil of the Access Lot or as the case may be erect, construct and maintain on, over and under the Access Lot, any telecommunications and computer media line, lines or works;
- (b) to use the line, lines or works for the purpose of telecommunications and computer media without interruption or impediment (except during any periods of inspection, repair, renewal, replacement or alteration).

6. Incidental Rights and Obligations Common to all Permitted Uses

- 6.1 The full free and unrestricted right to:

- (a) enter and re-enter on the Access Lot on foot or by any reasonable mode of transport;
- (b) take on to the Access Lot all necessary tools, materials, machinery and equipment;
- (c) carry out on the Access Lot such works as are required for the exercise and enjoyment of the powers and authorities hereby granted and to remain on the Access Lot for that purpose **PROVIDED THAT** such works shall be undertaken as quickly as possible and with minimum of inconvenience to the Grantees.

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.



Annexure Schedule

Insert below:-

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

Easement Instrument

dated

26 February 2006

page

7

of

8

pages

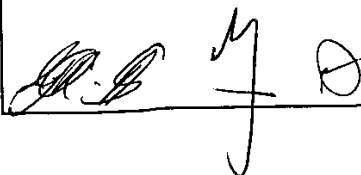
6.2 On completion of any work which required the opening up of the surface of the Access Lot, the party undertaking the work shall restore the surface of the Access Lot as nearly as possible to its former condition and replace the soil at the surface and turf (if any).

6.3 The right of ingress egress or regress across the Access Lot.

Schedule D – Maintenance Proportions

CT No.	Proportion (%)
138087	60%
138088	40%

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 – CONSENT FORM
Land Transfer Act 1952 section 238(2)

* *Easement Instrument*

26 February 2004

Page *8* of *8* pages

* *Insert type of instrument.*

Person giving consent

Surname must be underlined or in CAPITALS

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

BACK BAY LAND COMPANY LIMITED

Caveator under Caveat 5884359.1

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:**
Registration of the within Access Lot Covenant.

Dated this *12th* day of *March* 2004

Attestation

AI Vignarich
Director

Signed in my presence by the Person giving consent

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness Name

Occupation

Address

Lisa J. Heaven
Legal Executive to
Dyer Whitechurch & Bhanabhai
Solicitors, Auckland

**Signature [common seal] of Person
giving consent**