

## Property Guru document ordering service

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**Document, Interest, Instrument: 6820150.5**

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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 6820150.5 Easemen**

Cpy - 01/01, Pgs - 009,07/04/06,09:57



Land registration district

**NORTH AUCKLAND**

Grantor

Surname(s) must be underlined or in CAPITALS.

**Stephen John PALMER**

Grantee

Surname(s) must be underlined or in CAPITALS.

**Christopher Alan MAFFEY, Sarah Louise MAFFEY and John Neil LAMBORN**

**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 16th day of March 2006

Attestation

	<b>Signed in my presence by the Grantor</b>
	_____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b>  <b>Address</b>
<b>Signature [common seal] of Grantor</b>	

X Sarah Maffey X Chris Maffey 	<b>Signed in my presence by the Grantee</b>
	_____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> <u>Carolyn Allington</u> <b>Occupation</b> <u>Legal Executive</u>  <b>Address</b> <u>Takanini</u>
<b>Signature [common seal] of Grantee</b>	

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

16.03.06

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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)
<b>Restrictive Covenant for Preservation of Trees</b>	<b>B on DP 349208</b>	<b>201825</b>	<b>Lot 2 DP 198659 and Lot 3 DP 349208</b>

**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] [negatived] [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

X SM CM *[Signature]* *[Signature]* *[Signature]*

**Annexure Schedule**



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

Easement  
of Pages

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(Continue in additional Annexure

Schedule, if required.)

**RECITALS:**

- A. The Grantor is the registered proprietor of an estate in fee simple in all that land being 575 square metres more or less and being Lot 2 on Deposited Plan 349208 and being Certificate of Title 201825 (North Auckland Registry) (herein called "the servient land")
- B. The Grantee is the registered proprietor of an estate in fee simple in all that land being 560 square metres more or less and being Lot 2 Deposited Plan 198659 and Lot 3 Deposited Plan 349208 and being Certificate of Title \_\_\_\_\_ (North Auckland Registry) (herein called "the dominant land")
- C. The parties hereto acknowledge the aesthetic and amenity value of certain trees situated on the Servient land more particularly described in Schedule B hereto and hereinafter referred to as "the Trees", in particular that the Trees provide shelter, shade and privacy and the parties wish to enter into this covenant for the preservation and protection of the Trees.
- D. In consideration of the payment by the Grantee to the Grantor of the sum of Ten dollars (\$10.00) (the receipt whereof is hereby acknowledged by the Grantor) and in consideration of these presents the Grantor agrees and covenants with the Grantee for the benefit of the dominant land and subsequent owners and occupiers of the dominant land for the preservation and protection of the Trees as more particularly set out in this instrument to the intent that the owners and occupiers for the time being of the dominant land may be able to enforce the observance of such stipulations and restrictions by the owners or occupiers for the time being of the servient land in equity or otherwise howsoever.

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.

X SMCM [Handwritten signatures]

**Annexure Schedule**



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

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(Continue in additional Annexure

Schedule, if required.)

E. The Grantor hereby covenants and agrees with the Grantee that the Grantor will henceforth and at all times hereafter observe and perform all the stipulations and restrictions contained in this instrument to the intent that each of the stipulations and restrictions shall enure for the benefit of the dominant land and every part of it provided always that the Grantor shall as regards the stipulations and restrictions be liable only in respect of breaches which shall occur while the Grantor shall be the registered proprietor of the servient land or any part of it in respect of which any breach shall occur and in consideration therefor the Grantor hereby covenants that the Grantor will at all times hereafter save harmless and keep indemnified the Grantee from all proceedings costs claims and demands in respect of breaches by the Grantor of the Covenants and restrictions on the Grantor's part herein contained and implied.

**WHEREFORE** the Grantor for himself and his successors in title to the dominant land hereby covenants with the Grantee for himself and his successors in title to the servient land as follows:-

1. The Grantor shall preserve and protect the Trees.
2. The Grantor shall not permit suffer or allow to be caused any damage whatsoever to the Trees or any part of the Trees (including root systems) or which would threaten the health or long term survival of the Trees and without limiting the generality of the foregoing shall not cut, ring-bar, prune, top, trim, undermine, remove, burn or poison the said Trees or any part thereof and the Grantor shall be responsible for ensuring that no such action or damage occurs to the Trees.

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.

X SM CM [Signature] baa [Signature] [Signature]

**Annexure Schedule**



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

Easement

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(Continue in additional Annexure

Schedule, if required.)

3. The Grantee or the Grantee's agents or workman may enter onto the Grantors land at reasonable times on the grantee giving reasonable notice to ascertain whether the covenants herein are being observed and performed.
4. The Grantee may, by written notice and subject to conditions where appropriate, allow:-
  - (a) The pruning or trimming of the Trees or any part thereof which is clearly demonstrated to be necessary;
  - (b) The removal of one or more of the Trees if it has become a threat to human life or property due to advanced age disease or damage from causes beyond the control of the Grantor;
  - (c) Work (including excavations and earthworks) within the drip line of the Trees or within eight metres of the trunks of the Trees.

5. **Arbitration and dispute resolution:**

If a dispute in relation to this covenant arises between the parties who have a registered interest under the covenant, -

- (a) The party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) The parties must promptly meet and in good faith try to resolve the dispute using mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties), -
  - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

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.

X SM CM [Signature] [Signature]

**Annexure Schedule**



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

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of Pages

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*(Continue in additional Annexure*

*Schedule, if required.)*

(ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the District Law Society (being the District Law Society that has its headquarters closest to the land).

**SCHEDULE B**

"The Trees" means the following mature trees marked respectively with the numbers 1 to 4 inclusive situated in the area marked "B" on the attached copy of Deposited Plan 349208.

- 1. Kauri
- 2. Totora
- 3. Karo
- 4. Flowering Cherry.

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.

X SM CM [Handwritten signatures]

Approved by the Registrar-General of Land, No. 1995/5002  
**Annexure Schedule**

Insert below: -  
"Mortgage", "Transfer", "Lease" etc.

Covenant dated **16-03-2006** page **7** of **7** pages

LAND DISTRICT **NORTH AUCKLAND**

LOTS 1-3 BEING A SUBDIVISION OF PART ALLOTMENTS 26 & 25, VILLAGE OF WAIKIU, SO 468

TERRITORIAL AUTHORITY **FRANKLIN DISTRICT**

Surveyed by **BORCH SURVEYORS LTD**

Scale **1:200** Date **FEBRUARY 2005**

PLAT/STRT **DP 349208**

**QUEEN STREET**  
LEGAL ROAD 70.0 m WIDE

**Approve**

MEMORANDUM OF EASEMENTS

PROPOSED EASEMENT	DOMINANT TENEMENT	SUBSERVIENT TENEMENT
ROAD	LOT 1	LOT 2
TELEPHONE	LOT 1	LOT 2
ELECTRICITY	LOT 1	LOT 2
STORMWATER	LOT 1	LOT 2
WATER SUPPLY	LOT 1	LOT 2
SEWER	LOT 1	LOT 2

**AMALGAMATION CONDITION**

THAT LOT 3 HEREIN BE AMALGAMATED WITH LOT 2 DP 198659 (CT N4127/06) AND THAT ONE CERTIFICATE OF TITLE BE ISSUED TO INCLUDE BOTH PARCELS. SEE 369188

NEW CT ALLOCATED  
LOT 1: 201824 LOT 2: 201825  
LOT 3: 201826

Total Area: 1026m²

Class of Survey: CLASS 1

Comprised in CAT N4126/06 (CD) & N4127/06 (CD)

L 2004 01/01/1988. Being a plan offered to purchase in a proposed subdivision, under the provisions of the Land Act 1988. The survey is to be carried out in accordance with the provisions of the Land Act 1988 and the Survey Act 1980. All the above is correct, and has been checked in accordance with the Act and the Rules.

Surveyor: **Borch Surveyors Ltd**

Approved as to survey by Land Information New Zealand on **16/03/2006**

Deposited by Land Information New Zealand on **16/03/2006**

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.

*[Handwritten signatures: J.A.A., S.M., C.M., S.P.]*



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

I, Barbara Jean Spooner, Quality Assurance Officer, of Auckland, New Zealand,  
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland

DATED: 20 March 2006

Barbara Jean Spooner

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



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

[Empty box for instrument type]

Page 1 of 1 pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

<b>BANK OF NEW ZEALAND</b>	
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**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 within Easement Instrument to create a Land Covenant between STEVEN JOHN PALMER as Grantor and CHRISTOPHER ALAN MAFFEY, SARAH LOUISE MAFFEY and JOHN NEIL LAMBORN as Grantee granting a land covenant for the preservation of trees on that part of lot 2 DP 349208 marked B and undertakes that in the event of it exercising any of its rights powers and remedies under the said mortgage it shall do so subject to the provisions of the foregoing Easement Instrument creating a land covenant.**

Dated this 20th day of March, 2006

**Attestation**

<p>SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney:</p> <p><u>[Signature]</u> .....<u>Sarah Jean Spooner</u>.....</p>	<p>Signed in my presence by the Consentor</p> <p><u>[Signature]</u> Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <b>Bank Officer</b> <b>Lisi Leaupepe</b> <b>Auckland</b></p> <p>Occupation</p> <p>Address</p>
<p>Signature of Consentor</p>	

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.