

## Property Guru document ordering service

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**Document, Interest, Instrument: 6871547.8**

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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 6871547.8 Easement I**

Land registration district

**SOUTH AUCKLAND**



Grantor

Surname(s) must be underlined or in CAPITALS.

**Durham Property Investments Limited**

Grantee

Surname(s) must be underlined or in CAPITALS.

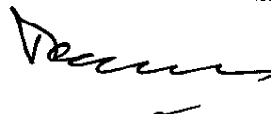

**Durham Property Investments Limited**

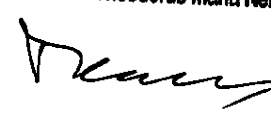
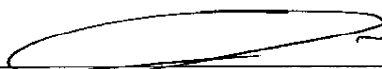
Grant\* of easement or profit à prendre or creation or covenant

**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 17<sup>th</sup> day of May 2006

Attestation

<p>Durham Property Investments Ltd by its attorney Peter Albertus Theodorus Maria Kemps</p> 	<p><b>Signed in my presence by the Grantor</b></p>  <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p><b>Witness name</b></p> <p><b>Occupation</b> Stuart Jason Weir Partner Kemps Lawyers Auckland</p> <p><b>Address</b></p>
<p>Signature [common seal] of Grantor</p>	

<p>Durham Property Investments Ltd by its attorney Peter Albertus Theodorus Maria Kemps</p> 	<p><b>Signed in my presence by the Grantee</b></p>  <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p><b>Witness name</b></p> <p><b>Occupation</b> Stuart Jason Weir Partner Kemps Lawyers Auckland</p> <p><b>Address</b></p>
<p>Signature [common seal] of Grantee</p>	

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

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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)
<b>Restrictive Covenants</b>	<b>Refer Annexure Schedule</b>	<b>Refer Annexure Schedule</b>	<b>Refer Annexure Schedule</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**

**Annexure Schedule**
 Insert type of instrument  
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 2 of 8 Pages

(Continue in additional Annexure Schedule, if required.)

**A. ENTRANCEWAY IMPROVEMENTS****1. Covenant**

The Grantor covenants and agrees with the intention to bind itself and future proprietors of the Servient tenements listed in Schedule B for the benefit of the Grantee and future proprietors of the Dominant tenements listed in Schedule G that the Grantor will at times observe and perform the restrictions contained in Schedule A to the intent that each of the restrictions will be until 10 April 2024 when they shall expire appurtenant to the Dominant Tenements listed in Schedule G.

**2. Limited Liability**

The Grantor and its successors in title will only be liable for breaches of the restrictions which occur while they are registered proprietor of the Servient Tenements listed in Schedule B.

**SCHEDULE A**

The Grantor shall not alter, interfere with, paint, add to or otherwise change any Entrance Improvements or any part of them without the prior approval of the Grantee or any person or organisation charged with the maintenance of the Entrance Improvements and shall allow access to such persons for maintenance purposes.

In this Schedule A the term "Entrance Improvements" shall mean the walls, retaining walls and other appropriate structures located in the Area specified in Schedule B for each Servient Tenement.

**SCHEDULE B**

Lot No. (Servient Tenement)	Area	CT No.
1	B1	276077
2	B2	276078
3	B3	276079
4	B4	276080
5	B5	279081

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

Dated

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(Continue in additional Annexure Schedule, if required.)

6	B6	279082
7	B7	276083
83	B8	276157
84	B9	276158
78	B10	276152
77	B11	276151
76	B12	276150

**B. PLANT MAINTENANCE**

**1. Covenant**

The Grantor covenants and agrees with the intention to bind itself and future proprietors of the Servient Tenements listed in Schedule D for the benefit of the Grantee and future proprietors of the Dominant Tenements listed in Schedule G that the Grantor will at times observe and perform the restrictions contained in Schedule C to the intent that each of the restrictions will be until 10 April 2024 when they shall expire appurtenant to the Dominant Tenements listed in Schedule G.

**2. Limited Liability**

The Grantor and its successors in title will only be liable for breaches of the restrictions which occur while they are registered proprietor of the Servient Tenement listed in Schedule D.

**SCHEDULE C**

The Grantor covenants that it will not, nor will it permit, the felling, removal or damage to any tree, shrub or plant growing within the Restricted Areas of each Servient Tenement, and the Grantor will take all reasonable steps to protect such trees, shrubs and plants.

In this Schedule C, "Restricted Areas" means the area specified in Schedule D for each Servient tenement.

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**Annexure Schedule**



Insert type of instrument  
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Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

**SCHEDULE D**

Lot No. (Servient Tenement)	CT No.	Restricted Areas
30	276106	C1
31	276107	C2
32	276108	C3
33	276109	C4
34	276110	C5
35	276111	C6
36	276112	C7
37	276113	C8
38	276114	C9
39	276115	C10
40	276116	C11
41	276117	C12
42	276118	C13
43	276119	C14
44	276120	C15
45	276121	C16
54	276130	C17

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**Annexure Schedule**



Insert type of instrument  
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Easement

Dated

Page 5 of 8 Pages

(Continue in additional Annexure Schedule, if required.)

**C. BUILDING RESTRICTION**

**1. Covenant**

The Grantor covenants and agrees with the intention to bind itself and future proprietors of the Servient Tenements listed in Schedule F for the benefit of the Grantee and future proprietors of the relevant Dominant Tenements listed in Schedule F that the Grantor will at times observe and perform the restrictions contained in Schedule E to the intent that each of the restrictions will be until 10 April 2024 when they shall expire appurtenant to the Dominant Tenements listed in Schedule F.

**2. Limited Liability**

The Grantor and its successors in title will only be liable for breaches of the restrictions which occur while they are registered proprietor of the Servient Tenement listed in Schedule F.

**SCHEDULE E**

The Grantor covenants to obtain the written consent of the Affected Neighbours as a precondition to erecting any building or other structure on the Restricted Area for each Servient Tenement.

In this Schedule E the following definitions shall apply:

"Affected Neighbours" means the registered proprietors of the Dominant Tenements specified in Schedule F for each Servient tenement.

"Restricted Area" means the area specified in Schedule F for each Servient tenement.

**SCHEDULE F**

**Lots 30 – 45**

Lot No. (Servient tenements)	CT No.	Restricted Area	Affected Neighbours Lots (Dominant tenements)	CT No.
30	276106	B43	28	276104
			29	276105
			31	276107
			32	276108
31	276107	B42	29	276105
			30	276106
			32	276108
			33	276109

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**Annexure Schedule**



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

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

32	276108	B41	30 31 33 34	276106 276107 276109 276110
33	276109	B40	31 32 34 35	276107 276108 276110 276111
34	276110	B39	32 33 35 36	276108 276109 276111 276112
35	276111	B38	33 34 36 37	276109 276110 276112 276113
36	276112	B37	34 35 37 38	276110 276111 276113 276114
37	276113	B36	35 36 38 39	276111 276112 276114 276115
38	276114	B35	36 37 39 40	276112 276113 276115 276116
39	276115	B34	37 38 40 41	276113 276114 276116 276117
40	276116	B33	38 39 41 42	276114 276115 276117 276118
41	276117	B32	39 40 42 43	276115 276116 276118 276119
42	276118	B31	40 41 43 44	276116 276117 276119 276120

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**Annexure Schedule**



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

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

43	276119	B30	41	276117
			42	276118
			44	276120
			45	276121
44	276120	B29	42	276118
			43	276119
			45	276121
			46	276122
45	276121	B28	43	276119
			44	276120
			46	275122
			54	276130

**SCHEDULE G**

Lot	Certificate of Title	Lot	Certificate of Title
1	276077	44	276120
2	276078	45	276121
3	276079	46	276122
4	276080	47	276123
5	276081	48	276124
6	276082	49	276125
7	276083	50	276126
8	276084	51	276127
9	276085	52	276128
10	276086	53	276129
11	276087	54	276130
12	276088	55	276131
13	276089	56	276132
14	276090	57	276133
15	276091	58	276134
16	276092	59	276135
17	276093	60	276136
18	276094	61	276137
19	276095	62	276138
20	276096	63	276139
21	276097	64	276140
22	276098	65	276141
23	276099	66	276142
24	276100	67	276143

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**Annexure Schedule**



Insert type of instrument  
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Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

25	276101	68	276144
26	276102	69	276145
27	276103	70	276146
28	276104	73	276147
29	276105	74	276148
30	276106	75	276149
31	276107	76	276150
32	276108	77	276151
33	276109	78	276152
34	276110	79	276153
35	276111	80	276154
36	276112	81	276155
37	276113	82	276156
38	276114	83	276157
39	276115	84	276158
40	276116		
41	276117	All residential lots arising from the subdivision of Lot 128	276159
42	276118	All residential lots arising from the subdivision of Lot 180	276166
43	276119		

D. Covenant Intent Clause.

With the intent that the within Land Covenants will be over various Schedules and in favour of other Schedules (exempting the land covenanted in each case).

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**Annexure Schedule**

Insert type of instrument

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

Dated

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(Continue in additional Annexure Schedule, if required.)

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

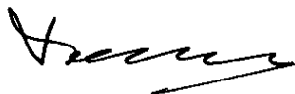
I **PETER ALBERTUS THEODORUS MARIA KEMPS** of Auckland, Solicitor, certify that:

1. By deed dated 11th May 1998 **DURHAM PROPERTY INVESTMENTS LIMITED** of Hastings ("Appointer") appointed me as its attorney on the terms and subject to the conditions set out in that deed a copy of which is deposited at the Land Transfer Office at:

Wellington under No. B.739832.1  
South Auckland under No. B499200.1  
Hawkes Bay under No.713111.1

2. At the date of this certificate, I have not received any notice or advice of the revocation of that appointment, by any means whatsoever.

Date: 17 May 2006



\_\_\_\_\_  
(Attorney)

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