

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

Cpy - 01/01, Pgs - 010, 18/05/06, 14:33



DocID: 611600410



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.

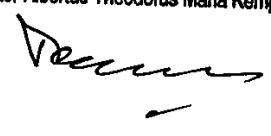

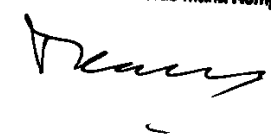
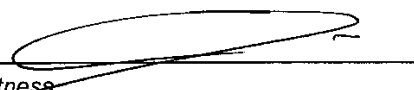
Durham Property Investments Limited

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

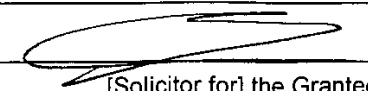
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 17th day of May 2006

Attestation

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY



Dated

Page 1 of 7 pages

(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)
Restrictive Covenants	Refer Annexure Schedule	Refer Annexure Schedule	Refer Annexure Schedule

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~
~~[the provisions set out in Annexure Schedule 21]~~

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

~~[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

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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 ScheduleInsert 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

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(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
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Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

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

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Annexure ScheduleInsert type of instrument
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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 ScheduleInsert type of instrument
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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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pages

(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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