

Easement instrument to grant easement or profit à prendre, (EI 5988019.7 Easement)

Sections 90A and 90F, Land Transfer Act 1952

Cpy - 01/01, Pgs - 003 14/05/04, 10:07

Land registration district

WELLINGTON

Grantor

Surname(s) must be underlined or in CAPITALS.**Landsdale Development Limited**

Grantee



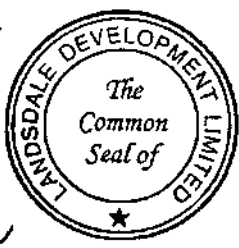


Surname(s) must be underlined or in CAPITALS.**Kapiti Coast District Council****Grant* of easement or profit à prendre or creation or covenant**

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

15 day of March 2004

Attestation

 Director  Director  Signature [common seal] of Grantor	Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
 ALAN MILNE Mayor of Kapiti Coast District  MARK DACOMBE Chief Executive Officer Signature [common seal] of Grantee	Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation 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.

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



Easement instrument

Dated

15 March 2004

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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)
Sewage Drainage	Lots on DP 316389	Lots on DP 316389	In gross
Water Drainage	HH	CT 64056 (Lot 104)	
Sewage Drainage	B	CT 64049 (Lot 97)	
	H	CT 64042 (Lot 90)	
	I	CT 64041 (Lot 89)	
	L	CT 64057 (Lot 109)	
	M	CT 64058 (Lot 110)	
	N	CT 64059 (Lot 111)	
	R O	CT 64060 (Lot 112)	
	T & V	CT 64055 (Lot 103)	
	U & W	CT 64056 (Lot 104)	
Continued on annexure Schedule 2			

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

[Handwritten signatures and initials]

Annexure Schedule



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

Easement

Dated

15 March 2004

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Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Schedule A"

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Water and Sewage Drainage	C D & Z E, X, Y F G J K	CT 64050 (Lot 98) CT 64045 (Lot 93) CT 64044 (Lot 92) CT 64043 (Lot 91) CT 64042 (Lot 90) CT 64054 (Lot 102) CT 64051 (Lot 99)	In gross

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.