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 19

Registrar-General of Land Approval 02/6055EF ADLS

EI 7810059.11 Easeme
Cpy – 01/01, Pgs – 003, 08/05/08, 12:05
DocID: 212185979

Land registration district

WELLINGTON

Grantor *Surname(s) must be underlined or in CAPITALS.*

Jeffrey Alan McNAMARA and Angela Frances McNAMARA

Grantee *Surname(s) must be underlined or in CAPITALS.*

Jeffrey Alan McNAMARA and Angela Frances McNAMARA

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 18 day of December 2007

Attestation

J. McNamara.	**Signed in my presence by the Grantor** Pamela Ethel Heffernan *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** Pamela Ethel Heffernan **Occupation** Retired **Address** Waikanae
Signature [common seal] of Grantor	
J. McNamara.	**Signed in my presence by the Grantee** Pamela Ethel Heffernan *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** Pamela Ethel Heffernan **Occupation** Retired **Address** Waikanae
Signature [common seal] of Grantee	

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

Registrar-General of Land Approval 02/6055EF A.D.L.S.

Easement instrument Dated 18/12/07 Page 1 of 3 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)
Land Covenant	Deposited Plan 386409	Lots 2, 3 and 4 on Deposited Plan 386409, Certificate of Title 345891, 345892 and 345893	Lots 2, 3 and 4 on Deposited Plan 386409, Certificate of Title 345891, 345892 and 345893

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated 18/12/07.	Page 3 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

It is intended that the land in Certificates of Title 345891, 345892 and 345893 (inclusive) (servient lots) shall be subject in perpetuity to certain covenants as set forth in this instrument to the intent that each of the servient lots shall be bound by the stipulations and restrictions for the benefit of the dominant lots who may enforce the observance of such stipulations and restrictions against the owners and occupiers for the time being of any of the servient lots.

The Grantor hereby covenants with the Grantees to the intent that each of the servient lots shall be subject to the covenants set forth for the benefit of the dominant lot who may enforce the observance of such stipulations and restrictions against any of the owners and occupiers for the time being of the servient lots PROVIDED ALWAYS that the owners and occupiers of the servient lots shall as regards the stipulations and restrictions be personally liable only in respect of any breaches which occur while they are the registered proprietor of the servient lots at the time any such breach shall occur or shall have been alleged to have occurred.

COVENANTS

1. The registered proprietor of any dominant lot shall not be required to contribute to the costs of any boundary fencing adjoining the servient lots.

2. No registered proprietor or occupier of any servient lot shall allow construction of a dwelling on that servient lot that has a floor space measurement of less than 200 square metres.

3. No registered proprietor or occupier of any servient lot shall allow a relocatable dwelling to be erected or moved onto the servient lot.

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.