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 A.D.L.S.

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Cpy - 01/01, Pgs - 003, 08/05/08, 12:06
DocID: 212185972

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

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

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Easement instrument Dated 18/12/07. Page 2 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	Area "G" on Deposited Plan 386409	Lot 3 on Deposited Plan 386409 Certificate of Title 345892	Lot 2 on Deposited Plan 386409 Certificate of Title 345891

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 area marked "G" on Deposited Plan 386409 shall be subject in perpetuity to certain covenants as set forth in this instrument to the intent that the dominant lot shall have the benefit of those covenants and the right to enforce the observance of restrictions against the owners and occupiers for the time being of the servient lot

COVENANT

1. No buildings or structures of any nature shall be erected on area "G".

2. No trees, plants or shrubbery shall be planted on area "G" of a species that exceeds two (2) metres in height when fully grown. The cabbage trees currently on the area should remain but, if they die, may be removed and do not have to be replaced.

3. The registered proprietor of the servient lot shall ensure that any trees, plants and shrubbery on area "G" shall be kept pruned and trimmed for the explicit purpose that they shall not be allowed to grow in such a way that affects the view shaft of the dominant lot in an easterly direction, through to the Waikanae golf course.

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.