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 1952

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

EI 5694379.4 Easement I

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Land registration district

WELLINGTON

Grantor *Surname(s) mus*

Erika Jane BELLIS and John Gerard O'REGAN

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

Erika Jane BELLIS and John Gerard O'REGAN

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 28th day of July **2003**

Attestation

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** KATHY DOYLE **Occupation** LEGAL EXECUTIVE **Address** BRANDONS Barristers & Solicitors WELLINGTON
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** KATHY DOYLE **Occupation** LEGAL EXECUTIVE **Address** BRANDONS Barristers & Solicitors WELLINGTON

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the ~~Grantee~~ Parties

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

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Annexure Schedule 1

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Easement instrument Dated 28 July 2003 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)
See Annexure Schedule A			

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

SCHEDULE A

PURPOSE of Easement	SHOWN PLAN REFERENCE 319476	SERVIENT TENEMENT (Identifier/CT)	DOMINANT TENEMENT (Identifier/CT or in gross)
Right to convey water Right to drain water Right to drain sewage Rights of way Right to convey electricity Right to convey telecommunications and computer media Right to convey gas	A	76759	76754 to 76758 inclusive
	B	76758	76754 to 76757 inclusive & 76759
	C	76757	76754 to 76756 inclusive and 76758 & 76759
	D	76756	76754, 76755 & 76757 to 76759 inclusive
	E	76755	76754 & 76756 to 76759 inclusive
	F	76754	76755 to 76759 inclusive
Right to drain water	G	76754	76755 TO 76759 inclusive

ANNEXURE SCHEDULE 2

1. Preliminary:

(a) Where there is a conflict between the provisions of Schedule 4 of the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952, the provisions of Schedule 4 of the Land Transfer Regulations 2002 will prevail.

(b) Where there is a conflict between the provisions of Schedule 4 of the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952 on the one hand and the provisions of this easement instrument on the other hand, the provisions of this easement instrument will prevail.

2. Definitions:

(a) **"Schedule 4"** means Schedule 4 of the Land Transfer Regulations 2002.

(b) **"Right to convey water"** means that right as set out in clause 3 of Schedule 4 varied to the extent that (i) the easement facility excludes (unless and only to the extent that the Grantor shall otherwise permit in writing) pumps, pumpsheds, storage tanks and water purifying equipment; and (ii) water must be conveyed in underground pipes which meet relevant local authority requirements.

(c) **"Right to drain water"** means that right as set out in clause 4 of Schedule 4 varied to the extent that (i) the easement facility excludes (unless and only to the extent that the Grantor shall otherwise permit in writing) open drains and tanks (with or without headwells) and (ii) water must be drained in underground pipes which meet relevant local authority requirements.

(d) **"Right to drain sewage"** means that right as set out in clause 5 of Schedule 4 varied to the extent that (i) the easement facility excludes (unless and only to the extent that the Grantor shall otherwise permit in writing) tanks (with or without headwells) and (ii) sewage and other waste material and waste fluids must be drained in underground pipes which meet relevant local authority requirements.

(e) **"Right of way"** means that right as set out in clause 6 of Schedule 4 varied to the extent that, once a driveway is established, the state of the land over which the easement is granted shall not be altered except

for any necessary sealing, kerbing and channelling required to maintain the driveway in a state of good repair.

(f) **Right to convey electricity"** means that right as set out in clause 7 of Schedule 4 varied to the extent that (i) the easement facility excludes (unless and only to the extent that the Grantor shall otherwise permit in writing) towers, poles and transformers and (ii) all wires and cables must be underground and meet the standards and requirements of the relevant electricity supplier or suppliers.

(g) **"Right to convey telecommunications and computer media"** means that right as set out in clause 8 of Schedule 4 varied to the extent that (i) the easement facility excludes (unless and only to the extent that the Grantor shall otherwise permit in writing) towers poles and transformers and (ii) all wires and cables must be underground and meet the standards and requirements of the relevant supplier or suppliers of telecommunication and computer media services.

(h) **"Right to convey gas"** means that right as set out in clause 9 of Schedule 4 varied to the extent that all pipes must be underground and must meet the standards and requirements of the relevant gas supplier or suppliers.

3. Rights and Powers

The rights and powers implied in easements by clauses 10 to 14 inclusive of Schedule 4 shall be implied in this easement instrument but modified –

in the case of clause 11 by the addition of the following subclause (5):

"(5) Notwithstanding anything in subclauses (1) to (4) inclusive of this clause, where maintenance repair or replacement of an easement facility or any part of an easement facility is rendered necessary by any act or default or omission of any party (including the tenants, agents, employees, contractors or invitees of that party), such party will be responsible for and will promptly carry out and complete at that party's cost such maintenance repair or replacement. Where any such act or default or omission is only the partial cause of the need for maintenance repair or replacement that party's liability under this subclause will reduce to a fair proportion (having regard to the extent that other causes have contributed to the need for maintenance repair or replacement) with the balance of the costs involved being met in accordance with the preceding subclauses of this clause".

and in the case of clause 14 by the addition of the following sentence at the end of that clause –

"In respect of the easements of right of way, this clause shall be read subject to clause 9 of Schedule B of the Transfer (creating land covenants) to be registered contemporaneously with the registration of this Easement Instrument".