View Instrument Details

Instrument No	10242118.4
Status	Registered
Date & Time Lodged	05 November 2015 16:38
Lodged By	Phibbs, Kristine Melva
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
702941	South Auckland
SA58B/313	South Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Mortgage B525127.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☑

Signature

Signed by Michael James Cooney as Grantor Representative on 19/11/2015 11:16 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Michael James Cooney as Grantee Representative on 19/11/2015 11:16 AM

***** End of Report *****

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Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

JAN MARGARET WAGTENDONK and **WATERFORD TRUSTEE SERVICES LIMITED**

Grantee

ALLAN GARY HUME, **JUDITH ANNE HUME** and **ROBERT ERIC COLEMAN**

Grant of Easement or *Profit à prendre* or Creation of 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)

Schedule A *Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; *profit* or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	Area marked "B" on DP 489115 on Identifier SA58B/313	Lot 3 72478 Identifier SA58B/313	Lot 1 LT 489115 Identifier CFR 702941
Right to Convey Water	Area marked "B" on DP 489115 on Identifier SA58B/313	Lot 3 72478 Identifier SA58B/313	Lot 1 LT 489115 Identifier CFR 702941
Right to Transmit Electricity, Telecommunications and Computer Media	Area marked "B" on DP 489115 on Identifier SA58B/313	Lot 3 72478 Identifier SA58B/313	Lot 1 LT 489115 Identifier CFR 702941

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby **[varied]** **[negatived]** **[added to]** or **[substituted]** by:

the provisions set out in Annexure Schedule 1

Covenant provisions

Delete phrases in [ ] and insert Memorandum number as required; continue in additional Annexure Schedule, if required

1. **RIGHT TO CONVEY WATER**
Rights and Powers

1.1 The rights and powers set out in paragraph 3 of Schedule 4 of the Land Transfer Regulations 2002 subject to the following:

(a) The easement facility shall be underground; and
(b) Paragraph 3(3) shall not apply.

2. **RIGHT OF WAY**
Rights and Powers

2.1 The rights and powers set out in paragraph 6 of Schedule 4 of the Land Transfer Regulations 2002.

2.2 The rights and powers set out in the Schedule 5 of the Property Law Act 2007.

3. **RIGHT TO TRANSMIT ELECTRICITY**
Rights and Powers

3.1 The rights and powers as set out in paragraph 7 of Schedule 4 of the Land Transfer Regulations 2002 subject to the following:

(a) The easement facility shall be underground; and
(b) Paragraph 7(3) shall not apply.

4. **RIGHT TO CONVEY TELECOMMUNICATIONS AND COMPUTER MEDIA**
Rights and Powers

4.1 The rights and powers as set out in paragraph 8 of Schedule 4 of the Land Transfer Regulations 2002 subject to the following:

(a) The easement facility shall be underground; and
(b) Paragraph 8(3) shall not apply.

5. **RIGHT TO CONVEY WATER, RIGHT OF WAY, RIGHT TO TRANSMIT ELECTRICITY, TELECOMMUNICATIONS AND COMPUTER MEDIA**

5.1 Paragraph 11(2) of Schedule 4 of the Land Transfer Regulations 2002 shall be deleted and replaced with the following:

"11(2) If the grantee (or grantees, if more than 1) and the grantor share the use of the easement facility, each of them shall make a reasonable contribution to the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in clause 11(1) of Schedule 4 of the Land Transfer Regulations 2002."

5.2 Paragraphs 11(4), (5) and (6) of Schedule 4 of the Land Transfer Regulations 2002 shall be deleted and replaced with the following:

"11(4) Any maintenance, repair or replacement of any easement facility that is necessary because of any act or omission by any owner of either the dominant or servient land (which includes any of the agents, employees, contractors, subcontractors or invitees of those owners) must be carried out promptly by that owner at the sole cost of that owner or in such proportion as relates to the act or omission.

11(5) Any party responsible for maintenance pursuant to clauses 8.1 and 8.2 above must meet any associated requirements of the relevant local authority."

5.3 Where there is a conflict between the provisions of Schedule 4 to the Land Transfer Regulations 2002 and/or of Schedule 5 to the Property Law Act 2007 and the modifications in this Easement Instrument, the modifications must prevail.

TOGETHER WITH in respect of all the said Easements the rights and powers set out in paragraphs 10 to 14 inclusive of Schedule 4 of the Land Transfer Regulations 2002 (subject to any variation stated above).