

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

Sections 90A and 90F, Land Transfer Act

**EI 6780114.7 Easemen**

Cpy - 01/01, Pgs - 006, 07/04/06, 09:58

Land registration district

**NORTH AUCKLAND**



DocID: 812360275

Grantor

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

**Waahi Paraone Limited**

Grantee

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


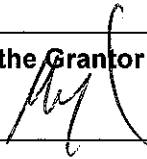
**Waahi Paraone Limited**

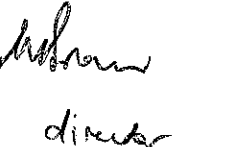
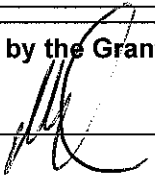
**Grant\* of easement or profit à prendre or creation or covenant**

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).

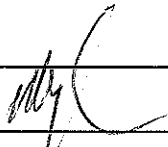
Dated this 24 day of February 2006

**Attestation**

|   |   |
|---|---|
| <br>director | <b>Signed in my presence by the Grantor</b><br>   |
|   | Signature of witness<br>Witness to complete in BLOCK letters (unless legibly printed)<br><b>Witness name</b><br>Occupation      RICHARD ADRIAN AYTON<br>SOLICITOR<br>KERIKERI<br><b>Address</b> |
| <b>Signature [common seal] of Grantor</b>   |   |

|   |   |
|---|---|
| <br>director | <b>Signed in my presence by the Grantee</b><br>   |
|   | Signature of witness<br>Witness to complete in BLOCK letters (unless legibly printed)<br><b>Witness name</b><br>Occupation      RICHARD ADRIAN AYTON<br>SOLICITOR<br>KERIKERI<br><b>Address</b> |
| <b>Signature [common seal] of Grantee</b>   |   |

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.

**Annexure Schedule 1**



Easement instrument

Dated

[ ]

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of

4

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)                              |
|--|---------------------------|--------------------------------------|--|
| <b>Right to Drain Stormwater</b>                             | <b>N DP349941</b>         | <b>Lot 14 DP349941<br/>CT 204364</b> | <b>Lot 73 DP349941<br/>CTS 204353 to 204360<br/>&amp; 204361 to 204374</b> |
|  | <b>O DP349941</b>         | <b>Lot 48 DP349941<br/>CT 204390</b> |  |
|  | <b>P DP349941</b>         | <b>Lot 47 DP349941<br/>CT 204389</b> |  |
|  | <b>Q &amp; R DP349941</b> | <b>LOT 46 DP349941<br/>CT 204388</b> |  |
|  | <b>S DP349941</b>         | <b>LOT 50 DP349941<br/>CT 204392</b> |  |
|  | <b>T DP349941</b>         | <b>LOT 51 DP349941<br/>CT 204393</b> |  |

**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**

**Annexure Schedule**



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

**Easement**

Dated 24th February 2006

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(Continue in additional Annexure Schedule, if required.)

Schedule A Continued

| Purpose                  | Shown       | Servient Tenement   | Dominant Tenement   |
|--------------------------|-------------|---|---|
| Right of Way             | AM DP349941 | Lot 4 DP349941  | Lot 3 DP 349941   |
| Right to Convey          |             | CT 204356   | CT 204355   |
| Electricity              | AN DP349941 | Lot 5 DP349941  | Lot 4 DP 349941   |
| Telecommunications       |             | CT 204357   | CT 204356   |
| Right to Drain           | J AO AP     | Lot 22 DP349941   | Lot 21 DP349941   |
| Stormwater & Sewage      | DP349941    | CT 204371   | CT 204370   |
| Right to Convey<br>Water |             |   |   |
| Land Covenant            |             | Lots 1-8, 11-24,<br>32-51<br>CTs 204353-204360<br>(inclusive) & 204361<br>-204393 (inclusive) | Lots 1-8, 11-24,<br>32-51<br>CTs 204353-204360<br>(inclusive) & 204361<br>-204393 (inclusive) |

Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail.

Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

The implied rights and powers are varied as follows:

Any maintenance, repair or replacement of the right of way, stormwater, sewage drains and pipes, and telecommunication, computer media and electric power cables on the servient or dominant land that is necessary because of any act or omission by the Grantor or Grantee (which includes agents, employees, contractors, subcontractors and invitees of that Grantor or Grantee) must be carried out promptly by that owner and at that owner's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with Clause 11 of the Fourth Schedule).

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.

*MS M*

**Annexure Schedule**



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

Easement Instrument

Dated 24 February 2006

Page 3 of 4 pages

(Continue in additional Annexure Schedule, if required.)

It is the Grantors' intention to create for the benefit of the dominant tenements in Schedule A (hereinafter referred to as the "Dominant Lots") the Land Covenants set out in Schedule B over the servient tenements in Schedule A (hereinafter referred to as the "Servient Lots") TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots.

AND the Grantees DOTH HEREBY COVENANT AND AGREE on the manner set out in the Schedule B hereto so that the Covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.

**SCHEDULE B**

1. Not to place nor permit or suffer to be upon the said land any caravan or vehicle unless such caravan or vehicle is currently registered has a current warrant of fitness has wheels attached and is not occupied as a dwelling.
2. Not to bring on or to allow to remain on the land or any carriageway used for access in the subdivision any temporary building, garden shed, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened from the road and neighbouring properties, so as to preserve the amenities of the neighbourhood and also to prevent noise likely to cause offence to residents in the subdivision. No vehicles are to be regularly located on the accessway nor on that area between the front boundary of the land and the dwelling.
3. All fences and retaining structures are to comply with local authority requirements and are subject to approval by the Design Review Committee appointed by Alderton Construction Limited. Design guidelines will be made available.
4. No business is allowed that is not able to meet residential zoning requirements.
5. Not to display any advertisement, sign or hoarding of a commercial nature on any part of the land or building that unless it is non illuminated and non fluorescent and does not exceed the maximum size of 900x300mm.
6. Not to allow the said land to be rented at anything less than a normal market rate for residential properties, of the nature and quality of the subject land in the Kerikeri area at that time and the tenancy period shall not exceed six months. This provision shall not apply where there is relationship between landlord and Tenant of a non-commercial nature.

Continued....

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.

**Annexure Schedule**



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

Easement Instrument Covenants

Dated 24th February 2006

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(Continue in additional Annexure Schedule, if required.)

7. All construction work including modifications to existing buildings are subject to approval by the Design Review Committee appointed by Alderton Construction Limited. Design guidelines will be made available.

8. The land must at all times be kept in good order and condition and grass or weeds must not exceed 150mm in height. The board of Directors of Alderton Park Limited may take whatever action it considers necessary at the expense of the registered proprietor to remedy the default.

On completion of the dwelling the registered proprietor must landscape the property with lawns, shrubs and trees such works to be completed in accordance with the landscaping plans approved by the Design Review committee appointed by Alderton Construction Limited prior to commencement of the work. The maximum height for any tree or shrub shall be 5m from natural ground level as at 31 December 2005 and every consideration must be taken to ensure neighbours views are not impeded.

Such landscaping shall be completed within 3 months after occupation of the dwelling.

9. The above restrictions shall not apply after 31 December 2020.

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.