

View Instrument Details



Instrument No 10472237.14
Status Registered
Date & Time Lodged 13 December 2016 15:04
Lodged By Hughes, William Alexander
Instrument Type Easement Instrument



Affected Computer Registers	Land District
710629	North Auckland
NA103A/604	North Auckland
NA84D/710	North Auckland
NA84D/711	North Auckland

Annexure Schedule: Contains 3 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 ☒

Signature

Signed by Andrea Miriam Watson as Grantor Representative on 31/10/2016 03:10 PM

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 Glen David Low as Grantee Representative on 14/11/2016 12:33 PM

*** End of Report ***

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

Sections 90A and 90F, Land Transfer Act 1952

Grantor <i>Surname(s) must be <u>underlined</u>.</i>			
POSSUM BOURNE RETIREMENT VILLAGE LIMITED			
Grantee <i>Surname(s) must be <u>underlined</u>.</i>			
STEPHEN REX SMITH and DIANNE SHELLEY SMITH in respect of CFRs NA84D/710 and NA84D/711			
STEPHEN REX SMITH in respect of CFR NA103A/604			
Grant of easement or <i>profit à prendre</i> 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 <i>profit(s) à prendre</i> 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 <i>Continue in additional Annexure Schedule if required.</i>			
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way, right to convey water, electricity, telecommunications and computer media	E on DP 491030	Lot 620 DP 491030 (CFR 710629)	Lot 1 DP 143272 (CFR NA84D/710) Lot 2 DP 143272 (CFR NA84D/711) Lot 1 DP 169148 (CFR NA103A/604)
Easements or <i>profits à prendre</i> rights and powers (including terms, covenants, and conditions) <i>Delete phrases in [] and insert memorandum number as required.</i> <i>Continue in additional Annexure Schedule if required.</i>			
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 Fifth Schedule of the Property Law Act 2007. 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 the Annexure Schedule.			
Covenant provisions <i>Delete phrases in [] and insert memorandum number as required.</i> <i>Continue in additional Annexure Schedule if required.</i>			
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.			

Annexure Schedule**Insert type of instrument**

Easement

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*Continue in additional Annexure Schedule, if required.***Continuation of "Easement rights and powers":**

- 1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 4 to the Land Transfer Regulations 2002 ("the Fourth Schedule") and where the terms of this easement are in conflict with the Fourth Schedule the terms of this easement shall prevail.

Right of way

- 2 The registered proprietors for the time being of the dominant and servient tenements who require to use the right of way created shall be liable to contribute equally to the costs of surfacing, fencing, repairs and maintenance of such right of way PROVIDED HOWEVER that the liability to contribute proportionately to such costs should be restricted to the cost of servicing, fencing, repairs and maintenance of those parts of the right of way extending from the legal public road to the furthest boundary therefrom of each respective tenement to the intent that each registered proprietor shall not be liable to contribute to such costs in respect of that part of the right of way beyond such furthest boundary of his or her land from the said legal public road AND PROVIDED FURTHER that while the only users of the right of way are the Grantor and the Stephen Rex Smith as registered proprietor for the time being of the land in NA103A/604 and Stephen Rex Smith and Dianne Shelley Smith as registered proprietors for the time being of the land in NA84D/710 and NA84D/711 the Grantee will contribute one-half of the cost of any maintenance expenses relating to the right of way AND PROVIDED FURTHER that notwithstanding the maintenance provision, where the need for maintenance is directly attributable to the action of one or more registered proprietors or their agents, tenants or invitees, the costs shall in that case be borne wholly by that proprietor, or if more than one those proprietors equally between them.
- 3 The Grantee shall not plant any part of the right of way and if sufficient grass is available the Grantor shall be entitled to graze the surplus land on the right of way.
- 4 The Grantee acknowledges that the Grantor shall be entitled at any time in the future to alter the line of and surrender any part of the right of way and to substitute therefore a new right of way in an alternative position over the servient tenement and any adjoining land over which the Grantor has access provided the Grantee's access and use is not reduced, hindered or disadvantaged by such substitution. The Grantor shall also at any time have the right to upgrade and/or increase the size of the right of way or any substituted right of way if the Grantor requires for any future purposes of the Grantor including probable further subdivision of the Grantor's land. All works involved in shifting and upgrading the right of way shall be at the cost of the Grantor, including survey and legal costs and the Grantor shall reposition the telephone, electricity and right to convey water easements to the repositioned line of the right of way and move all pipes, cables and equipment installed on the easement area before repositioning to the new easement position at the same time or at the cost of the Grantor and do all works in an expeditious, proper and workmanlike manner to a standard not less than that of the original right of way and in a manner so as to cause as little inconvenience to the Grantee and other users of the right of way as possible.
- 5 The Grantee acknowledges and agrees that the Grantor shall be entitled at the cost of the Grantor at any time to grant or create further rights to use the right of way or any substituted right of way, such rights to be in favour of other parts of the land owned or formerly owned by the Grantor through which the right of way runs and such rights shall be on similar terms to the within rights of way provided the Grantee's access and use is not reduced, hindered or disadvantaged by such grants or creations. The Grantor acknowledges and agrees that the

Annexure Schedule

Insert type of instrument

Easement

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Continue in additional Annexure Schedule, if required.

Grantee shall be entitled at the cost of the Grantee at any time to grant or create further rights to use the right of way or any substituted right of way and other easements hereby created on the same terms in favour of any parts of the Grantee's land.

- 6 The Grantee undertakes whenever called upon to sign any documents and to do all things as are necessary at the Grantor's expense to facilitate the surrender of and/or upgrading of part of the right of way and the creation of any substituted right of way.
- 7 Where a legal public road to the current boundary of any servient tenement or of any easement area in favour thereof is vested in the local authority, and that servient tenement has access and access to power and telephone connections from that legal public road and/or easement area, then the Grantee in respect of that servient tenement shall sign any documents and do all things as are necessary at the Grantor's expense to surrender the easements created by this easement instrument in respect of that legal public road and/or consent to the vesting of that legal public road.

Electricity, telecommunications and computer media

- 8 The registered proprietors for the time being of the servient tenement and the dominant tenement who require and use the electricity, telecommunications and computer media services easement created shall be equally responsible for the installation, repair and maintenance of any such service and in the event that the surface of the land within the easement granted is required to be opened up then such registered proprietor in respect of any such works shall ensure that the ground surface is restored as near as possible to its original condition and that there is freedom of egress and ingress along the right of way created.

All easements

- 9 Any dispute between the registered proprietors for the time being of the servient tenement and the dominant tenement in respect of any of the easements created pursuant to this easement instrument which cannot be settled by agreement between the parties shall be settled by arbitration in accordance with the Arbitration Act 1996 or any amendment or reenactment thereof.