

View Instrument Details



Instrument No 12347095.11
Status Registered
Date & Time Lodged 09 February 2022 12:35
Lodged By Jeong, Diana Da-Woon
Instrument Type Easement Instrument



Affected Records of Title	Land District
868009	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 ☒

I certify that the Encumbrancee under Encumbrance 10472237.20 has consented to this transaction and I hold that consent ☒

Signature

Signed by Victoria Ellen Beetham Moore Joseph as Grantor Representative on 02/11/2021 10:26 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 Victoria Ellen Beetham Moore Joseph as Grantee Representative on 02/11/2021 10:26 AM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor**RAVENSTONEDALE DEVELOPMENTS LIMITED****Grantee****STEPHEN REX SMITH** and **DIANNE SHELLEY SMITH** in respect of RTs NA84D/710 and NA84D/711**STEPHEN REX SMITH** in respect of RT NA103A/604**Grant of Easement or *Profit à prendre*****The Grantor** being the registered owner of the burdened land 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, with the rights and powers or provisions set out in the Annexure Schedule(s)**Schedule A***Continue in additional Annexure Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way, right to convey water, electricity and telecommunications	A on DP 530538	Lot 311 DP 530538 (RT 868009)	Lot 1 DP 143272 (RT NA84D/710) Lot 2 DP 143272 (RT NA84D/711) Lot 1 DP 169148 (RT NA103A/604)

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 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** ~~negated~~ ~~added to~~ or ~~substituted~~ by:

~~{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017}~~

the provisions set out in Annexure Schedule.

Annexure Schedule**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 5 to the Land Transfer Regulations 2018 ("the Fifth Schedule") and where the terms of this easement are in conflict with the Fifth Schedule the terms of this easement shall prevail.

Right of way

- 2 The registered owners for the time being of the Benefited Land and Burdened Land 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 owner 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 owner for the time being of the land in NA103A/604 and Stephen Rex Smith and Dianne Shelley Smith as registered owners 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 owners or their agents, tenants or invitees, the costs shall in that case be borne wholly by that owner, or if more than one those owners 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 Burdened Land 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 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 Burdened Land or of any easement area in favour thereof is vested in the local authority, and that Burdened Land 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 Burdened Land 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 and telecommunications

- 8 The registered owners for the time being of the Burdened Land and the Benefited Land who require and use the electricity and telecommunications 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 owner 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 owners for the time being of the Burdened Land and the Benefited Land 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.