

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

**NORTH AUCKLAND**



Grantor

Surname(s) must be underlined or in CAPITALS.

**Barbara Jean WARD as to a 1/3 share, Ivan Walter HARNETT as to a 1/3 share**  
[continued on Page 2 Annexure Schedule]

Grantee

Surname(s) must be underlined or in CAPITALS.

**Barbara Jean WARD as to a 1/3 share, Ivan Walter HARNETT as to a 1/3 share**  
[continued on Page 2 Annexure Schedule]

**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 21<sup>st</sup> day of August 2006

**Attestation**

 Barbara Jean WARD   Ivan Walter HARNETT  Signature [common seal] of Grantor	Signed in my presence by the Grantor <b>Barbara Jean WARD</b> and <b>Ivan Walter HARNETT</b>
	 Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation                      PETER GILMOUR MACAULEY SOLICITOR KAIKOHE  Address [Continued on Page 2 Annexure Schedule]

 Barbara Jean WARD   Ivan Walter HARNETT  Signature [common seal] of Grantee	Signed in my presence by the Grantee <b>Barbara Jean WARD</b> and <b>Ivan Walter HARNETT</b>
	 Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation                      PETER GILMOUR MACAULEY SOLICITOR KAIKOHE  Address [Continued on Page 2 Annexure Schedule]

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**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated

21st August 2006

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(Continue in additional Annexure Schedule, if required.)

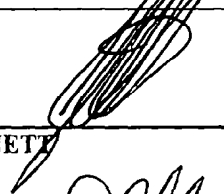



"Grantor" Continued

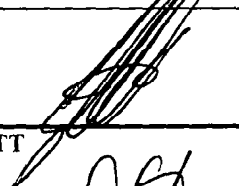

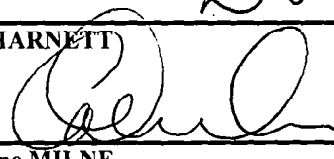

and Wayne Gregory HARNETT, Dina Lisa HARNETT and Gary Dwaine MILNE as to a 1/3 share

"Grantee" Continued

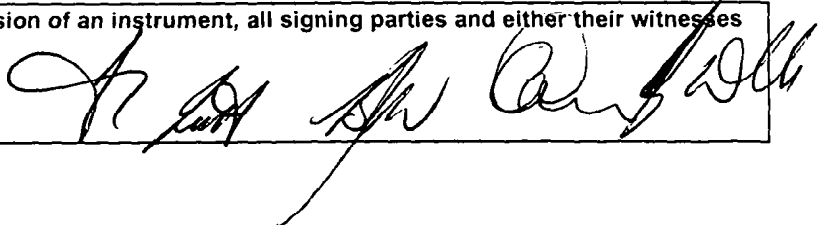
and Wayne Gregory HARNETT, Dina Lisa HARNETT and Gary Dwaine MILNE as to a 1/3 share

Attestation Continued

	Signed in my presence by the Grantor Wayne Gregory HARNETT, Dina Lisa HARNETT and Gary Dwaine MILNE
Wayne Gregory HARNETT	Signature of witness 
	Witness to complete in BLOCK letters
Dina Lisa HARNETT	Witness name Dianne Cresswell
	Occupation Administrator
Gary Dwaine MILNE	Address 160a Pakuranga Rd Pakuranga
Signature of Grantor	

	Signed in my presence by the Grantor Wayne Gregory HARNETT, Dina Lisa HARNETT and Gary Dwaine MILNE
Wayne Gregory HARNETT	Signature of witness 
	Witness to complete in BLOCK letters
Dina Lisa HARNETT	Witness name Dianne Cresswell
	Occupation Administrator
Gary Dwaine MILNE	Address 160a Pakuranga Rd Pakuranga
Signature of Grantee	

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.





Easement instrument

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**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)
Covenants as to a General Scheme of Subdivision	DP367355	[continued on Page 4 Annexure Schedule 2]	

**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 2**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Covenant

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(Continue in additional Annexure Schedule, if required.)

**Annexure Schedule 2**Continuation of "Covenant Provisions"

Whereas the lands of the Grantor subject to the within covenant are subject to a general scheme under which the owners or occupiers for the time being of the Lots which are bound by restrictions set out in Schedule B hereto under which the respective owners and occupiers of the same may be able to enforce the observance of such restrictions by the owners or occupiers for the time being of any of the other Lots in equity or otherwise howsoever NOW THEREFORE the Grantee having agreed to enter into the covenants hereinafter contained so as to bind the land subject to the covenant herein and for the benefit of all the land described in the Certificates of Title recorded in Schedule A hereto DOTH HEREBY COVENANT AND AGREE with the Grantor for the benefit of the land described in the Certificates of Title in Schedule A hereto and separately with each and every one of the registered proprietors of the land in Certificates of Title in Schedule A hereto, that the Grantee will henceforth and at all times hereafter observe, perform and keep each and every restriction contained in Schedule B hereto to the end and intent that each of the said restrictions shall be for the benefit of all the land in the Certificates of Title described in Schedule A hereto.

And whereas the land of the Grantor comprising Lot 53 on Deposited Plan 367355 is subject to a general scheme under which the owners or occupiers for the time being of Lots 32 to 44 (inclusive) on the said Plan are bound by the covenant set out in Schedule D hereto under which the respective owners and occupiers of the same may be able to enforce the observance of such covenant by the owners or occupiers for the time being of any of the other said Lots in equity or otherwise howsoever NOW THEREFORE the Grantee having agreed to enter into the covenant hereinafter contained so as to bind the land subject to the covenant hereinafter set forth and for the benefit of all the land described in the Certificates of Title recorded in Schedule C hereto DOTH HEREBY COVENANT AND AGREE with the Grantor for the benefit of the land described in the Certificates of Title in Schedule C hereto and separately with each and every one of the registered proprietors of the land in Certificates of Title in Schedule C hereto that the Grantee will henceforth and at all times hereafter observe, perform and keep each and every covenant contained in Schedule D hereto to the end and intent that the said covenants and restrictions shall be for the benefit of all the land in the Certificates of Title described in Schedule C hereto.

**SCHEDULE A**Certificates of Title Nos:

273754	273760	273766	783772	298398	298404	298410
273755	273761	273767	273773	298399	298405	298411
273756	273762	273768	273774	298400	298406	298412
273757	273763	273769	273775	298401	298407	
273758	273764	273770	273781	298402	298408	
273759	273765	273771	298397	298403	298409	

[Continued on Page 5 Annexure Schedule 2]

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**Annexure Schedule 2**



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2 Continued

Continuation of "Covenant Provisions"

**SCHEDULE B**

The Grantee covenants as follows:

1. Not to use or permit or suffer to be used in any buildings on the land any second-hand materials where they may be visible from the exterior of the building.
2. Not without the prior written approval of the Grantor to erect or permit or suffer to be erected on the land any building before a dwellinghouse is erected on the land.
3. Not to erect or allow to be erected or moved onto the land any dwellinghouse or any other building which has previously been occupied.
4. Not to erect or allow to be erected or moved onto the land any dwellinghouse or any other building which has a floor area of less than 120m<sup>2</sup> (excluding garages, carports and ancillary buildings).
5. Not to place or permit or suffer to be upon the land any caravan or other motor vehicle unless it is currently registered, has a current Warrant of Fitness, has wheels attached and is not occupied as a dwelling or sleep-out.
6. Not to permit any vegetation on the land to attain a height in excess of 2.5 metres.
7. Not to permit gorse or noxious plants to grow on the land or permit the land to become overgrown with grass or other plants in any untidy way.

**SCHEDULE C**

Certificates of Title Nos:

273774	298398	298402	298406
273775	298399	298403	
273781	298400	298404	
298397	298401	298405	

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**Annexure Schedule 2**



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2 Continued

Continuation of "Covenant Provisions"

**SCHEDULE D**

The costs of maintenance, repair or replacement of the Access Lot 53 on Deposited Plan 367355 shall be shared equally by the owners of Lots 32 to 44 (inclusive) on the said Plan PROVIDED HOWEVER that any maintenance, repair or replacement of the Access Lot 53 that is necessary because of any act or omission by the owner of them Lots 32 to 44 (inclusive) on the said Plan (which includes the agents, employees, contractors, subcontractors and invitees of that owner) must be carried out promptly by that owner and at that owner's sole cost.

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.