

Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

SOUTH AUCKLAND



EI 7155466.4 Easement I

Cpy - 01/01, Pgs - 008, 11/12/06, 08:02



DocID: 511666797

Grantor

Surname(s) must be

SUPERIOR GLEN LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

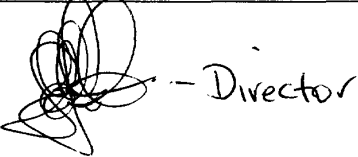
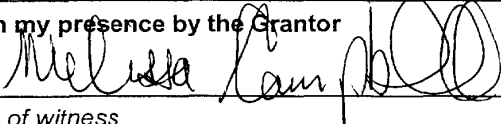
SUPERIOR GLEN LIMITED

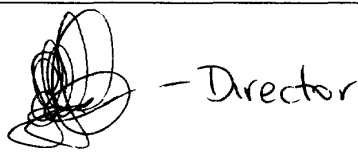
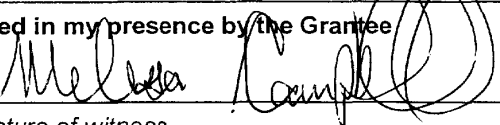
Grant* of easement or profit à prendre or creation or covenant

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).

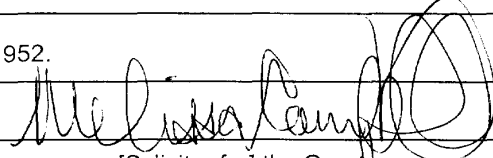
Dated this 1st day of December 2006

Attestation

 - Director	Signed in my presence by the Grantor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Melissa Campbell Address Solicitor Hamilton
Signature [common seal] of Grantor	

 - Director	Signed in my presence by the Grantee  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Melissa Campbell Address Solicitor Hamilton
Signature [common seal] of Grantee	

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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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)
Right of Way	"A" on DP 374563	Lot 10 DP 374563 CT 300693 - CT 300699 & CT 300700	Lot 3 - 9 & 11 DP 374563 CT 300693 - CT 300699 & CT 300700
Right to Convey Gas, Water, Electricity Telecommunications and Computer Media	"A" on DP 374563	Lot 10 DP 374563 CT 300693 - CT 300699 & CT 300700 41	Lots 1-9 & 11 DP 374563 CT 300691 - CT 300699 & CT 300700
Schedule A continued			

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

MC

Annexure Schedule



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

Dated

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(Continue in additional Annexure Schedule, if required.)

Continuation of Schedule A

Purpose	Shown	Servient tenement	Dominant tenement
Right to drain sewage & stormwater	"A" on DP 374563	Lot 10 DP 374563 CT 300693 - 300699 and CT 300700	Lots 1 - 9 & 11 CT 300691 - CT 300699 and CT 300700

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.

MC

Annexure Schedule



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

Easement

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(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

Continuation of "Easements"

Where there is a conflict between the provisions of Schedule 4 to the Land Transfer Regulations 2002 ("Schedule 4") and the Schedule 9 to the Property Law Act 1952 ("Schedule 9"), the provisions of Schedule 9 must prevail.

Where there is a conflict between the provisions of Schedule 4 and/or Schedule 9, and the modifications in this Easement Instrument, the modifications must prevail.

The maintenance provisions of Schedule 4 are modified as follows:

Any maintenance, repair or replacement of the right of way, stormwater, sewage drains and pipes, and telecommunication 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 the act or omission (with the balance payable in accordance with Clause 11 of the Schedule 4).

The right to drain stormwater shall be give the same powers as set out under Clause 4 of Schedule 4 of the Land Transfer Regulations 2002. All references to the right to drain water under Schedule 4 of the Land Transfer Regulation 2002 shall also include the right to drain stormwater.

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.

MC

Annexure Schedule



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

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

SIGNED by David Mark HOBDAY as Grantor)

in the presence of: AS DIRECTOR

Signature of Witness

Witness Name

Occupation

Address

SIGNED by David Mark HOBDAY as Grantee)

in the presence of: AS DIRECTOR

Signature of Witness

Witness Name

Occupation

Address

SIGNED by Grant Thomas HODDER as Grantor)

in the presence of: AS DIRECTOR

Signature of Witness

Witness Name

Occupation

Address

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

Dated

Page **5** of **7** pages

(Continue in additional Annexure Schedule, if required.)

SIGNED by Grant Thomas HODDER as Grantee)
in the presence of: AS DIRECTOR)

Signature of Witness

Witness Name

SECRETARY

Occupation

MORRIS VICE

Address

SIGNED by Garry Bruce LINN as Grantor)
in the presence of: AS DIRECTOR)

Signature of Witness

Witness Name

BROKER

Occupation

90 Kay Rd RD.1

Address HAMILTON

SIGNED by Garry Bruce LINN as Grantee)
in the presence of: AS DIRECTOR)

Signature of Witness

NEVILLE JOHN GRAY

Witness Name

BROKER

Occupation

90 Kay Rd RD.1

Address HAMILTON

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

Dated

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(Continue in additional Annexure Schedule, if required.)

SIGNED by Christopher Frank PATTERSON as Grantor)
in the presence of: AS DIRECTOR)

Signature of Witness

Nicole Harvey

Witness Name

Reception

Occupation

Hamilton

Address

SIGNED by Christopher Frank PATTERSON as Grantee)
in the presence of: AS DIRECTOR)

Signature of Witness

Nicole Harvey

Witness Name

Reception

Occupation

Hamilton

Address

SIGNED by Craig Harold Stockley SMITH as Grantor)
in the presence of: AS DIRECTOR)

Signature of Witness

Michelle Catherine Jamieson

Witness Name

Lending Administrator

Occupation

Hamilton

Address

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

Dated

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pages

(Continue in additional Annexure Schedule, if required.)

SIGNED by Craig Harold Stockley SMITH as Grantee)
in the presence of: AS DIRECTOR)

Signature of Witness

Michelle Catherine Jamieson

Witness Name

Lending Administrator

Occupation

Hamilton

Address

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.