

# View Instrument Details



**Instrument No** 9069636.4  
**Status** Registered  
**Date & Time Lodged** 28 June 2012 12:47  
**Lodged By** Prosser, Nicole Jayne  
**Instrument Type** Easement Instrument



Affected Computer Registers	Land District
523297	North Auckland
523298	North Auckland
NA64C/147	North Auckland

**Annexure Schedule:** Contains 4 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 Mortgagee under Mortgage 7878220.2 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Nicole Jayne Prosser as Grantor Representative on 28/06/2012 12:45 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 Nicole Jayne Prosser as Grantee Representative on 28/06/2012 12:46 PM

\*\*\* End of Report \*\*\*

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

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

CATHERINE JANE BEW AND MICHAEL LOWELL BARICKMAN  
EASON PROPERTY HOLDINGS LIMITED

**Grantee**

CATHERINE JANE BEW AND MICHAEL LOWELL BARICKMAN  
EASON PROPERTY HOLDINGS LIMITED

**Grant of Easement or *Profit à prendre* 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 *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)

**Schedule A***Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference) <b>431990</b>	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way, Right to Convey Electricity, Right to Convey Telecommunications and Computer Media, Right to Drain Stormwater, Right to Drain Sewerage	A	(Lot 1 DP 113775) NA64C/147	(Lot 2 & 3 DP 431990) 523297, 523298
	B, E	(Lot 2 DP 431990) 523297	(Lot 3 DP 431990) 523298
Right to Drain Sewerage	D, E	(Lot 2 DP 431990) 523297	(Lot 3 DP 431990 and Lot 1 DP 113775 ) 523298, NA64C/147
	F	(Lot 3 DP 431990) 523298	(Lot 1 DP 113775) NA64C/147

**Form B - 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 specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five 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 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule \_\_\_\_]

**Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as require; 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 \_\_\_\_]

**Form L**

**Annexure Schedule**

Page 3 of 3 Pages

*Insert instrument type*

**EASEMENT INSTRUMENT**

*Continue in additional Annexure Schedule, if required*

1. No power is implied in respect of any easement for the Grantor to determine the easement for any breach of any provision of this instrument (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.
2. The maintenance provisions in the Fourth Schedule of the Land Transfer Regulations 2002 are modified as follows:
  - (i) The word "equally" in clause 11(2) of the Fourth Schedule of the Land Transfer Regulations 2002 shall be read as "for a reasonable contribution in proportion to their use."
  - (ii) Any maintenance, repair or replacement of the easement facilities on the Servient or dominant land over the stipulated course that is necessary because of any act or omission of the Grantor must be carried out promptly by the Grantor and at the cost of the Grantor. Where the act or omission is the partial cause of the maintenance repair or replacement the costs payable by the Grantor 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 to the Land Transfer Regulations 2002).
  - (iii) Any maintenance, repair or replacement of the easement facilities on the Servient or dominant land over the stipulated course that is necessary because of any act or omission of the Grantee must be carried out promptly by the Grantee and at the cost of the Grantee. Where the act or omission is the partial cause of the maintenance repair or replacement the costs payable by the Grantee 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 to the Land Transfer Regulations 2002.)

15-06-10/09:15

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12-3020-0474813

15 June 2010

Steindle Williams  
Solicitors  
PO Box 47858  
Ponsonby  
Auckland 1144

Attention: Jessica Marshall

**EASON PROPERTY HOLDINGS LIMITED**

**3 WAIANGA PLACE, OMAPERE  
TITLE REFERENCE NA64C/147  
MORTGAGE NUMBER 7878220.2**

Further to your letter dated 11 June 2010 we advise our Consent to registration of the Easement Instrument as presented by you.

You are authorised to attend to this registration electronically.

Accordingly you are also required:

- not to proceed with registration until such time as our administration fee of \$100.00 has been forwarded to the writer. We enclose an invoice for your convenience.
- to forward to us, within one month, post registration search(es) of the property to confirm completion of the registration.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Margaret Pilcher'.

On behalf of  
Margaret Pilcher  
Security Alterations and Settlements  
**LENDING SERVICES**

DDI: (09) 301-5829  
margaret.pilcher@asb.co.nz