



View Instrument Details

Instrument No	13054156.4
Status	Registered
Lodged By	Plumtree, Kim Sheree
Date & Time Lodged	31 Oct 2024 08:06
Instrument Type	Easement Instrument

Affected Records of Title	Land District
1169076	North Auckland
1169077	North Auckland
1176472	North Auckland
1176473	North Auckland
1176474	North Auckland
1176475	North Auckland
1176476	North Auckland
1176477	North Auckland
1176478	North Auckland
1176479	North Auckland
1176480	North Auckland
1176481	North Auckland
1176482	North Auckland
1176483	North Auckland
1176484	North Auckland
1176485	North Auckland
1176486	North Auckland
1176487	North Auckland
1176488	North Auckland
1176489	North Auckland
1176490	North Auckland
1176491	North Auckland
1176492	North Auckland
1176493	North Auckland
1176494	North Auckland
1176495	North Auckland
1176496	North Auckland
1176497	North Auckland
1176498	North Auckland
1176499	North Auckland
1176500	North Auckland
1176501	North Auckland

Annexure Schedule	Contains 7 Pages
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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 ☒

Grantor Certifications

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 Gregory Neale Allen as Grantor Representative on 24/10/2024 09:14 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 Gregory Neale Allen as Grantee Representative on 24/10/2024 09:14 AM

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

Form 22

Easement Instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

FLETCHER RESIDENTIAL LIMITED

Grantee

FLETCHER RESIDENTIAL LIMITED

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(s), if required*

Purpose of easement, or <i>profit</i>	Shown (plan reference) DP 600718	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Party Wall	A	Lot 2 DP 600718 (RT 1169076)	Lot 3 DP 600718 (RT 1169077)
	B	Lot 3 DP 600718 (RT 1169077)	Lot 2 DP 600718 (RT 1169076)
	C	Lot 3 DP 600718 (RT 1169077)	Lot 4 DP 600718 (RT 1176472)
	D	Lot 4 DP 600718 (RT 1176472)	Lot 3 DP 600718 (RT 1169077)
	E	Lot 4 DP 600718 (RT 1176472)	Lot 5 DP 600718 (RT 1176473)
	F	Lot 5 DP 600718 (RT 1176473)	Lot 4 DP 600718 (RT 1176472)
	G	Lot 6 DP 600718 (RT 1176474)	Lot 7 DP 600718 (RT 1176475)
	H	Lot 7 DP 600718 (RT 1176475)	Lot 6 DP 600718 (RT 1176474)
	I	Lot 7 DP 600718 (RT 1176475)	Lot 8 DP 600718 (RT 1176476)
	J	Lot 8 DP 600718 (RT 1176478)	Lot 7 DP 600718 (RT 1176475)

Annexure Schedule

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Insert instrument type

Easement instrument to grant easement or *profit à prendre*

Party Wall	K	Lot 8 DP 600718 (RT 1176476)	Lot 9 DP 600718 (RT 1176477)
	L	Lot 9 DP 600718 (RT 1176477)	Lot 8 DP 600718 (RT 1176476)
	M	Lot 10 DP 600718 (RT 1176478)	Lot 11 DP 600718 (RT 1176479)
	N	Lot 11 DP 600718 (RT 1176479)	Lot 10 DP 600718 (RT 1176478)
	O	Lot 11 DP 600718 (RT 1176479)	Lot 12 DP 600718 (RT 1176480)
	P	Lot 12 DP 600718 (RT 1176480)	Lot 11 DP 600718 (RT 1176479)
	Q	Lot 12 DP 600718 (RT 1176480)	Lot 13 DP 600718 (RT 1176481)
	R	Lot 13 DP 600718 (RT 1176481)	Lot 12 DP 600718 (RT 1176480)
	S	Lot 13 DP 600718 (RT 1176481)	Lot 14 DP 600718 (RT 1176482)
	T	Lot 14 DP 600718 (RT 1176482)	Lot 13 DP 600718 (RT 1176481)
	U	Lot 15 DP 600718 (RT 1176483)	Lot 16 DP 600718 (RT 1176484)
	V	Lot 16 DP 600718 (RT 1176484)	Lot 15 DP 600718 (RT 1176483)
	W	Lot 16 DP 600718 (RT 1176484)	Lot 17 DP 600718 (RT 1176485)
	X	Lot 17 DP 600718 (RT 1176485)	Lot 16 DP 600718 (RT 1176484)
	Y	Lot 17 DP 600718 (RT 1176485)	Lot 18 DP 600718 (RT 1176486)
	Z	Lot 18 DP 600718 (RT 1176486)	Lot 17 DP 600718 (RT 1176485)
	AA	Lot 19 DP 600718 (RT 1176487)	Lot 20 DP 600718 (RT 1176488)
	AB	Lot 20 DP 600718 (RT 1176488)	Lot 19 DP 600718 (RT 1176487)
	AC	Lot 20 DP 600718 (RT 1176488)	Lot 21 DP 600718 (RT 1176489)
	AD	Lot 21 DP 600718 (RT 1176489)	Lot 20 DP 600718 (RT 1176488)
	AE	Lot 21 DP 600718 (RT 1176489)	Lot 22 DP 600718 (RT 1176490)

Annexure Schedule

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Insert instrument type

Easement instrument to grant easement or *profit à prendre*

Party Wall	AF	Lot 22 DP 600718 (RT 1176490)	Lot 21 DP 600718 (RT 1176489)
	AG	Lot 23 DP 600718 (RT 1176491)	Lot 24 DP 600718 (RT 1176492)
	AH	Lot 24 DP 600718 (RT 1176492)	Lot 23 DP 600718 (RT 1176491)
	AI	Lot 24 DP 600718 (RT 1176492)	Lot 25 DP 600718 (RT 1176493)
	AJ	Lot 25 DP 600718 (RT 1176493)	Lot 24 DP 600718 (RT 1176492)
	AK	Lot 25 DP 600718 (RT 1176493)	Lot 26 DP 600718 (RT 1176494)
	AL	Lot 26 DP 600718 (RT 1176494)	Lot 25 DP 600718 (RT 1176493)
	AM	Lot 27 DP 600718 (RT 1176495)	Lot 28 DP 600718 (RT 1176496)
	AN	Lot 28 DP 600718 (RT 1176496)	Lot 27 DP 600718 (RT 1176495)
	AO	Lot 29 DP 600718 (RT 1176497)	Lot 30 DP 600718 (RT 1176498)
	AP	Lot 30 DP 600718 (RT 1176498)	Lot 29 DP 600718 (RT 1176497)
	AQ	Lot 30 DP 600718 (RT 1176498)	Lot 31 DP 600718 (RT 1176499)
	AR	Lot 31 DP 600718 (RT 1176499)	Lot 30 DP 600718 (RT 1176498)
	AS	Lot 31 DP 600718 (RT 1176499)	Lot 32 DP 600718 (RT 1176500)
	AT	Lot 32 DP 600718 (RT 1176500)	Lot 31 DP 600718 (RT 1176499)
	AU	Lot 32 DP 600718 (RT 1176500)	Lot 33 DP 600718 (RT 1176501)
	AV	Lot 33 DP 600718 (RT 1176501)	Lot 32 DP 600718 (RT 1176500)

Annexure Schedule

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*Insert instrument type***Easement instrument to grant easement or *profit à prendre*****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 Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[varied]~~ ~~[negatived]~~ ~~[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

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*Insert instrument type***Easement instrument to grant easement or *profit à prendre****Continue in additional Annexure Schedule(s), if required***Continuation of "Easements or *profit à prendre* rights and powers (including terms, covenants and conditions)"****1. DEFINITIONS**

In this Instrument unless the context indicates otherwise:

1.1 Boundary Wall means the wall erected on the land shown on DP 600718 having the dimensions shown on the deposited plan and includes:

- 1.1.1** any extension of the wall below the surface of the Grantor's Land and the Grantee's Land;
- 1.1.2** the foundations and structure of the wall; and
- 1.1.3** any repair or restoration of the wall carried out.

1.2 Instrument means the provisions set out in this easement instrument.

2. PARTY WALL RIGHTS

The Grantor grants to the Grantee and the Grantee grants to the Grantor, in common with the Grantor's and Grantee's tenants, agents, workmen, licensees and invitees, the right for each other to:

- 2.1** use and enjoy the Boundary Wall as a party wall;
- 2.2** use and enjoy the support and enclosure of the Boundary Wall;
- 2.3** encroach on that part of the Burdened Land Easement Area and the Benefited Land Easement Area that is now occupied by the Boundary Wall; and
- 2.4** enter on to each other's land at any time on giving reasonable notice by any route that is reasonable in the circumstances, with any tools, equipment, machinery and vehicles that are necessary and to remain there for any reasonable time for the purposes of carrying out any necessary repair or restoration work to the Boundary Wall, provided that in exercising this right of entry and in carrying out any work, all persons must comply with the provisions set out in section 3.

3. ACCESS

3.1 The Grantor's and Grantee's rights of access in clause 2.4 may be exercised on giving reasonable notice to the other party except in an emergency. Such consent to access shall not be unreasonably withheld or delayed.

3.2 When obtaining access for the purposes of clause 2.4, the party obtaining access must:

- 3.2.1** cause as little disturbance as possible to the other party's use and enjoyment of its land; and

Annexure Schedule

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*Insert instrument type***Easement instrument to grant easement or *profit à prendre***

- 3.2.2** repair any damage caused by the party obtaining access to the other party's land so as to restore it as nearly as possible to its former condition.

4. WORK

Any party carrying out any work on the Boundary Wall under clause 2.4 must:

- 4.1** carry out all work in a proper and tradesmanlike manner and in accordance with the requirements of all relevant authorities;
- 4.2** carry out and complete the work with reasonable speed;
- 4.3** properly support all affected adjoining buildings;
- 4.4** take all reasonable steps to minimise inconvenience to the occupiers and users of the land and premises of the other party as a result of the work; and
- 4.5** repair all damage caused to the land and premises of the other party.

5. COSTS

The Grantor and the Grantee will share the costs of the repair and restoration of the Boundary Wall equally, unless any repair or restoration of the Boundary Wall has become necessary by the act, neglect or default of one party alone (including any tenant, licensee, employee, invitee or agent of that party). In which case that party will bear the whole cost of that repair or restoration.

6. GENERAL COVENANTS

- 6.1** The grant of the easement rights will be forever appurtenant to each and every part of the Grantor's Land and the Grantee's Land respectively.
- 6.2** No power is implied for either party to terminate the easement rights for breach of any provision in this Instrument by the other party or for any other cause, it being the parties' intention that the easement rights will continue forever unless surrendered.

7. DEFAULT

If either party fails (**defaulting party**) to perform or join with the other party (**other party**) in performing any obligation under this Instrument, the following provisions will apply:

- 7.1** the other party may serve a written notice on the defaulting party (default notice) specifying the default and requiring the defaulting party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the default notice, the other party may perform the obligation;
- 7.2** if after the expiry of one month from service of the default notice, the defaulting party has not performed or joined in performing the obligation, the other party may:

*Insert instrument type***Easement instrument to grant easement or *profit à prendre***

7.2.1 perform the obligation; and

7.2.2 for that purpose enter on to the defaulting party's land;

7.3 the defaulting party must pay to the other party the costs of:

7.3.1 the default notice; and

7.3.2 the other party in performing the obligation of the defaulting party;

within one month of receiving written notice of the other party's costs; and

7.4 the other party may recover any money payable under clause 7.3 from the defaulting party as a liquidated debt.

8. DISPUTES

If any dispute arises between the Grantor and the Grantee concerning the easement rights, the parties must enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on an independent arbitrator within 14 days, the parties will submit to the arbitration of an independent arbitrator appointed by the President for the time being of the branch of the New Zealand Law Society which is closest to where the Grantor's Land and the Grantee's Land are situated. That arbitration will be determined under the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this easement instrument will be deemed a submission to arbitration.