

*Easement in gross.*

Approved by Registrar-General of Land under No. 2002/6055

**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 7722722.11 Easement**

Cpy - 01/01, Pgs - 004, 21/02/08, 07:55



DocID: 511822717 III CAPITALS

Grantor

Surname(s) *mus.*

**Brian Edward DAVIES and Carole Grace DAVIES**

Grantee

Surname(s) must be underlined or in CAPITALS.

**TIMBER TOPS ESTATE 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 18<sup>th</sup> day of February 2008

Attestation

	Signed in my presence by the Grantor	
B E DAVIES	Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
C G DAVIES	Witness name	
	Occupation	Debra Dorrington
Signature [common seal] of Grantor	Address	Solicitor Auckland

	Signed in my presence by the Grantee	
DIRECTOR	Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
DIRECTOR	Witness name	
	Occupation	
Signature [common seal] of Grantee	Address	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*60 321300 - 321307*

\*If the consent of any person is required for the grant, the specified consent form must be used.

Approved by Registrar-General of Land under No. 2002/6055  
**Annexure Schedule 1**



Easement instrument

Dated

[ ]

Page

1

of

3

pages

**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	DP380141	Lot 19 DP380141  CT321300-321307 (inclusive) and CT to issue for lot 100 DP380141	In gross
Right to convey water	DP380141	Lot 19 DP380181  CT321300-321307 and CT to issue for Lot 100 DP380141	In gross

**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]~~ ~~[negatived]~~ ~~[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**

*[Handwritten signatures and initials]*

**Annexure Schedule**



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

Easement

Dated

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

**BACKGROUND**

- A. The Owners of the Servient Tenement are each shareholders of Timber Tops Estate Limited ("the Company").
- B. The Company is responsible for the management of the common facilities and services located on the Servient Tenement such management to be undertaken in accordance with the terms of the Company's constitution.
- C. The Grantor has agreed to grant the Grantee an easement in gross to better enable the management of such facilities and services in accordance with the Company's constitution.

**EASEMENT TERMS**

**1. RIGHT OF WAY**

- 1.1 The right of way clause 6(3) implied by virtue of Schedule 4 Land Transfer Regulations 2002 is deleted and replaced with the following:

"6(3) A right of way includes:

- (a) the right to establish and use a road and or tracks over the Servient Tenement, to repair and maintain any existing road or track and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
- (b) the right to have any part of the Servient Tenement in respect of which the Grantee has established a road or track, or proposes to establish a road or track, kept clear of obstructions (whether caused by parked vehicles, deposit of materials or unreasonable impediments) to the use and enjoyment of the road or track;

*provided all such rights are exercised in accordance with any rules and management plan established pursuant to the Company's constitution."*

**2. RIGHT TO CONVEY WATER**

- 2.1 The right to convey water clause 3(1) implied by virtue of Schedule 4 Land Transfer Regulations 2002 is deleted and replaced with the following:

"3(1) A right to convey water includes:

- (a) the right to establish and use a water supply system on the Servient Tenement, to repair and maintain an existing water supply system and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and

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 3 of 3 Pages

*(Continue in additional Annexure Schedule, if required.)*

*(b) the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights to take and to convey water in a free and unimpeded flow from the source of supply or point of entry over any part of the Servient Tenement in respect of which the Grantee has established a water supply system, or proposes to establish a water supply system;*

*provided all such rights are exercised in accordance with any rules and management plan established pursuant to the Company's constitution."*

2.2 The right to convey water clause 1(3) implied by virtue of Schedule 4 Land Transfer Regulations 2002 is deleted.

**3. GENERAL RIGHTS**

3.1 The general rights clauses 11(2) and 11(3) implied by virtue of Schedule 4 Land Transfer Regulations 2002 are deleted and replaced with the following:

*"(3) All costs associated with the establishment maintenance and use of the right of way and the right to convey water shall be met by the Grantee unless the incurring of such costs was caused by the deliberate act or omission of either a Grantor or the Grantee, then that party responsible for the deliberate act or omission shall be responsible for the 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.