

View Instrument Details



Instrument No 12469622.3
Status Registered
Date & Time Lodged 01 June 2022 12:32
Lodged By Simon, Gregory John
Instrument Type Easement Instrument



Affected Records of Title	Land District
1021939	North Auckland
1021940	North Auckland
1021941	North Auckland
1021942	North Auckland
1021943	North Auckland
1021944	North Auckland
1021945	North Auckland
1021946	North Auckland
1021947	North Auckland

Annexure Schedule Contains 5 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 12297419.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Gregory John Simon as Grantor Representative on 01/06/2022 11:54 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 John Simon as Grantee Representative on 01/06/2022 11:54 AM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*
(Section 109 Land Transfer Act 2017)

Grantor

Ceta Russell Road Limited

Grantee

Ceta Russell Road 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

Purpose of Easement, or <i>profit</i>	Shown DP 568433	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Party Wall	A	Lot 1 DP568433 – Part 1021939	Lot 2 DP568433 – Part 1021940
	B	Lot 2 DP568433 – Part 1021940	Lot 1 DP568433 – Part 1021939
	C	Lot 2 DP568433 – Part 1021940	Lot 3 DP568433 – Part 1021941
	D	Lot 3 DP568433 – Part 1021941	Lot 2 DP568433 – Part 1021940
	E	Lot 4 DP568433 – Part 1021942	Lot 5 DP568433 – Part 1021943
	F	Lot 5 DP568433 – Part 1021943	Lot 4 DP568433 – Part 1021942
	G	Lot 5 DP568433 – Part 1021943	Lot 6 DP568433 – Part 1021944
	H	Lot 6 DP568433 – Part 1021944	Lot 5 DP568433 – Part 1021943
	I	Lot 6 DP568433 – Part 1021944	Lot 7 DP568433 – Part 1021945
	J	Lot 7 DP568433 – Part 1021945	Lot 6 DP568433 – Part 1021944

Purpose of Easement, or <i>profit</i>	Shown DP 568433	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Party Wall	K	Lot 7 DP568433 – Part 1021945	Lot 8 DP568433 – Part 1021946
	L	Lot 8 DP568433 – Part 1021946	Lot 7 DP568433 – Part 1021945
	M	Lot 8 DP568433 – Part 1021946	Lot 9 DP568433 – Part 1021947
	N	Lot 9 DP568433 – Part 1021947	Lot 8 DP568433 – Part 1021946
Right of Way	O	Lot 10 DP568433 – Part 1021939 - 1021947	Lots 1 – 9 DP568433 – Part 1021939 - 1021947
	O	Lot 10 DP568433 – Part 1021939 - 1021947	Lots 11 – 16 DP568433 – Part 1021942 - 1021947
Right to Convey Electricity, Telecommunications & Water	Lot 10	Lot 10 DP568433 – Part 1021939 - 1021947	Lots 1 – 9 DP568433 – Part 1021939 - 1021947
Right to Drain Water	V	Lot 4 DP568433 – Part 1021942	Lot 5 DP568433 – Part 1021943 Lot 6 DP568433 – Part 1021944 Lot 7 DP568433 – Part 1021945 Lot 8 DP568433 – Part 1021946 Lot 9 DP568433 – Part 1021947
	W	Lot 5 DP568433 – Part 1021943	Lot 6 DP568433 – Part 1021944 Lot 7 DP568433 – Part 1021945 Lot 8 DP568433 – Part 1021946 Lot 9 DP568433 – Part 1021947
	X	Lot 6 DP568433 – Part 1021944	Lot 7 DP568433 – Part 1021945 Lot 8 DP568433 – Part 1021946 Lot 9 DP568433 – Part 1021947

Purpose of Easement, or <i>profit</i>	Shown DP 568433	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Drain Water	Y	Lot 7 DP568433 – Part 1021945	Lot 8 DP568433 – Part 1021946 Lot 9 DP568433 – Part 1021947
	Z	Lot 8 DP568433 – Part 1021946	Lot 9 DP568433 – Part 1021947

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

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 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** by the provisions set out below.

PARTY WALL - RIGHTS AND POWERS

The Grantee shall have the full free uninterrupted rights and powers in respect of the party wall easement either in person or in common with their tenants engineers contractors surveyors workmen agents servants and invitees at any time and at all times, to:

1. Use the party wall or any part or parts thereof including the affixing thereto of rag-bolts corbels and other attachments or means of support as may be expedient necessary or required to support any building erected or to be erected on the benefited land.
2. Effect such repairs and maintenance to the party wall as may be necessary for the proper upkeep of the same for the purpose of a party wall.
3. Enter upon the Burdened land as may be necessary to erect on the stipulated area a party wall of brick stone or reinforced concrete in conformity with the then applicable by-laws of the local authority.

PARTY WALL - TERM COVENANTS CONDITIONS AND RESTRICTIONS

1. The Grantor and Grantee and their successors in title shall be equally responsible for carrying out and meeting the costs of the upkeep maintenance and repair of the party walls.
2. Nothing herein shall prevent the excavation of the burdened land by the Grantor for the purpose of laying foundations for the erection of any future buildings or of any extensions to the existing party wall on the burdened land PROVIDED THAT the Grantor will prior to the commencement of the said works put in place adequate artificial means of support for existing buildings on the servient and benefited lands both during and upon completion of the said works.
3. Upon the erection or replace of any building on the benefited land the Grantee, as a condition precedent to attaching it to the party wall on the burdened land, will produce to the Grantor a registered civil engineer's certificate confirming that the party wall is structurally sufficient to support such building.
4. The Grantee HEREBY COVENANTS with the Grantor that:
 - (a) they will erect keep and maintain in good working order and condition proper guttering for the discharge of stormwater off any building erected or to be erected on the benefited land.
 - (b) in the exercise of their rights and powers:
 - (i) they will not do or suffer to be done anything which will render the wall on the burdened land unsafe or unstable; and
 - (ii) they will at it's own expense repair and make good in a proper and workmanlike manner all damage done to the wall on the burdened land caused by the erection repair or maintenance of any building situated on the benefited land.
 - (iii) they will not call upon the proprietor of the burdened land to make any structural alterations or repairs to the wall on the burdened land merely for the purpose of supporting buildings on the benefited land.
5. Paragraphs 10, 11, 12, 13 and 14 to Schedule 5 Land Transfer Regulations 2018 shall apply to this easement.

RIGHT OF WAY

The same rights and powers as set out in paragraph 6 of the Fifth Schedule to the Land Transfer Regulations 2018 and Fifth Schedule to the Property Law Act 2007 TOGETHER WITH the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fifth Schedule to the Land Transfer Regulations 2018 SAVE THAT where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 must prevail.