

View Instrument Details



Instrument No 11278070.4
Status Registered
Date & Time Lodged 02 October 2020 08:54
Lodged By Presland, Gregory Boone
Instrument Type Easement Instrument



Affected Records of Title	Land District
827681	North Auckland
827682	North Auckland
NA1154/51	North Auckland

Annexure Schedule Contains 9 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 10496256.3 has consented to this transaction and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 11719604.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Gregory Boone Presland as Grantor Representative on 27/10/2020 03:34 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 Gregory Boone Presland as Grantee Representative on 27/10/2020 03:34 PM

*** End of Report ***

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

(Section 109 Land Transfer Act 2017)

Grantor

Edward Howard Prebble and Sherrell Dell Prebble and Laurie Clark Turnbull and Regina Nitasha Turnbull

Grantee

Edward Howard Prebble and Sherrell Dell Prebble and Laurie Clark Turnbull and Regina Nitasha Turnbull

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; profit or covenant	Shown (Plan reference) DP	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT or in gross)
Right of way	A 522173	Lot 2 DP 522173 827682 (CT)	Lot 1 DP 522173 Lot 3 DP 42509 827681 NA1154/51 (CT)
Right of way	B 522173	Lot 3 DP 42509 NA1154/51 (CT)	Lot 1 DP 522173 Lot 2 DP 522173 827861 827862 (CT)
Right to drain water	A 522173	Lot 2 DP 522173 827862 (CT)	Lot 1 DP 522173 Lot 3 DP 42509 827861 NA1154/51 (CT)
Right to drain water	B 522173	Lot 3 DP 42509 NA1154/51 (CT)	Lot 1 DP 522173 Lot 2 DP 522173

			827861 827862 (CT)
Right to convey telecommunications, computer media, electricity, water	A 522173	Lot 2 DP 522173 827862 (CT)	Lot 1 DP 522173 Lot 3 DP 42509 827861 NA1154/51 (CT)
Right to convey telecommunications, computer media, electricity, water	B 522173	Lot 3 DP 42509 NA1154/51 (CT)	Lot 1 DP 522173 Lot 3 DP 42509 827861 NA1154/51 (CT)
Right to drain sewage	C 522173	Lot 2 DP 522173 827862 (CT)	Lot 1 DP 522173 827861 (CT)
Right to drain water	E 522173	Lot 2 DP 522173 827862 (CT)	Lot 1 DP 522173 Lot 3 DP 42509 827861 NA1154/51 (CT)

Easements or profits a' 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 Fourth Schedule of the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The Implied Rights and powers are varied by the following:

1 Interpretation

In this Instrument unless the context otherwise requires:

Conditions means these conditions as they may be varied from time to time;

Costs means the costs of the installation, creation, establishment, repair, maintenance, operation and serving of any article, property or facility used or needed for the proper exercise of the rights created by this Instrument;

Dominant Land in relation to any easement means the land described in Schedule 1;

Easement means an easement recorded by this Instrument;

Energy Supply Area means that part of the land described in Schedule 1 as being subject to an Energy Supply Easement;

Energy Supply Easement means the rights recorded by this Instrument in relation to each Energy Supply Area;

Grantee in relation to each Easement means the registered proprietor for the time being of the Dominant Land;

Grantee and Other Authorised Persons in relation to any Easement means the Grantee and the agents, employees, contractors, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant Easement and, where the context so admits, means any of those persons;

Grantor in relation to each Easement means the registered proprietor for the time being of the Servient Land;

Grantor and Other Authorised Persons in relation to any Easement means the Grantor and the agents, employees, contractors, tenants, licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the relevant Easement and, where the context so admits, means any of those persons;

Instrument means this easement instrument (including these Conditions) as it may be varied occasionally;

Plan means deposited plan number 522173 North Auckland Registry;

Right of Way Area means that part of the land described in Schedule 1 as being subject to a Right of Way Easement;

Right of Way Easement means the rights recorded by this Instrument in relation to each right of way;

Servient Land in relation to any Easement means the land described in Schedule 1 which is subject to the relevant Easement;

Sewage Drainage Area means that part of the land described in Schedule 1 as being subject to a Sewage Drainage Easement;

Sewage Drainage Easement means the rights recorded by this Instrument in relation to each Sewage Drainage Area;

Specified Area means any part of the land specified in Schedule 1 as being subject to an Easement;

Specified Proportion in relation to any party and any Costs means the proportion of those Costs payable by that party in accordance with this Instrument;

Telecommunications and Computer Media Area means that part of the land described in Schedule 1 as being subject to a Telecommunications and Computer Media Easement;

Telecommunications and Computer Media Easement means the rights recorded by this Instrument in relation to each Telecommunications and Computer Media Area;

Water Drainage Area means that part of the land described in Schedule 1 as being subject to a Water Drainage Easement;

Water Drainage Easement means the rights recorded by this Instrument in relation to each Water Drainage Area;

Water Supply Area means that part of the land described in Schedule 1 as being subject to a Water Supply Easement; and

Water Supply Easement means the rights recorded by this Instrument in relation to each Water Supply Area.

2. General provisions relating to Easements

The following provisions are applicable to the Easements recorded by this Instrument:

- (a) Each grant will be for all time.
- (b) No power is implied in respect of any Easement for the Grantor to terminate the Easement for breach of any provision in this Instrument (whether express or implied) or for any other cause, it being the intention of the parties that each Easement will continue for all time unless it is surrendered.
- (c) If any party (**Defaulting Party**) neglects or refuses to perform or join with the other party (**Other Party**) in performing any obligation under this Instrument the following provisions will apply:

- (i) the Other Party may serve on the Defaulting Party a written notice (**Default Notice**) requiring the Defaulting Party to perform or to join in performing the obligation and stating that, after the expiration of seven days from service of the Default Notice the other party may perform that obligation;
 - (ii) If at the expiry of the Default Notice the Defaulting Party still neglects or refuses to perform or join in performing the obligation the Other Party may:
 - (A) perform that obligation; and
 - (B) for that purpose enter the relevant Servient Land or Dominant Land and carry out any work;
 - (iii) the Defaulting Party will be liable to pay to the Other Party the Costs of the Default Notice and the specified proportion of Costs incurred in performing that obligation;
 - (iv) the Other Party may recover from the Defaulting Party as a liquidated debt any money payable under this subclause.
- (d) The Grantor will not do any act which impedes, interferes with or restricts the rights of the Grantee and Other Authorised Persons in relation to any Easement.
- (e)
- (i) The Grantee may for the purpose of complying with any obligation of the Grantee under this Instrument in relation to any Easement:
 - (A) enter the Servient Land with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and
 - (B) remain on the Servient Land for the time as is reasonable for the purpose of performing that obligation.
 - (ii) In exercising any rights under this subclause the Grantee will:
 - (A) cause as little damage, disturbance, inconvenience and interruption to the Servient Land and to the use of the Servient Land as is reasonably necessary; and

- (B) promptly make good any damage done to the Servient Land and to the occupier of the Servient Land.
- (f) The parties will pay all Costs incurred in connection with the Easements created by this Instrument in the proportions recorded in Schedule 3, unless the incurring of Costs was caused by the deliberate act or omission of either the Grantor or the Grantee, in which case that party will be responsible for the Costs.

3 Right of Way Easements

The following provisions will apply to each Right of Way Easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and other authorised persons) to go, pass and re-pass over and along the Right of Way Area:
 - (i) on foot with or without domestic animals of any kind; and
 - (ii) with motor and other vehicles, laden and unladen, machinery and implements of any kind for all purposes connected with the use and enjoyment of the Dominant Land.
- (b) The right to go, pass and re-pass is exercisable at all times.
- (c) The Grantor and Grantee are equally responsible to keep the right of way in good, clean order, repair and condition provided however that where damage, normal wear and tear excepted, is caused by one party then that party shall be responsible for repair costs in relation to the driveway.

4 Water Supply Easements

The following provisions will apply to each right to convey water Easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to convey and lead water in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the public street adjoining the Servient Land through pipes and conduits laid or to be laid under the surface of and through the soil of the Water Supply Area to the Dominant Land.
- (b) The registered proprietor of the dominant tenement will be responsible for arranging:

- (i) the installation of the water supply; and
- (ii) the repair and maintenance of the water supply so as to keep the same in good order, repair and condition and to prevent the same becoming a nuisance.

5 Energy Supply Easements

- (a) The following provisions will apply to each right to convey electricity Easement:
- (b) The Grantee and Other Authorised Persons have the right (in common with the Grantor and all others having the like right) to lead and convey electricity, electric impulses, gas and any other form of energy without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the Servient Land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the Energy Supply Area to the Dominant Land.
- (c) The registered proprietor of the dominant tenement will be responsible for arranging:
 - (i) the installation of the energy supply; and
 - (ii) the repair and maintenance of the energy supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

6 Telecommunications and Computer Media Easements

- (a) The following provisions will apply to each right to convey Telecommunications and Computer Media Easement:
- (b) The Grantee and Other Authorised Persons have the right (in common with the Grantor and all others having the like right) to convey telecommunications and computer media without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the Servient Land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the Telecommunications and Computer Media Area to the Dominant Land.
- (c) The registered proprietor of the dominant tenement will be responsible for arranging:

- (i) the installation of the telecommunications and computer media; and
- (ii) the repair and maintenance of the telecommunications and computer media so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

7 Water Drainage Easements

- (a) The following provisions will apply to each right to drain water Easement:
- (b) The Grantee and Other Authorised Persons have the right (in common with the Grantor and all others having the like right) to convey water (whether rain, tempest, spring, soakage or seepage water) in any quantities in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the Dominant Land through pipes and conduits laid or to be laid under the surface of and through the soil of the Water Drainage Area to the public street adjoining the Servient Land.
- (c) The registered proprietor of the dominant tenement will be responsible for arranging:
 - (i) the installation of the water drainage; and
 - (ii) the repair and maintenance of the water drainage so as to keep the same in good order, repair and condition and to prevent the same becoming a nuisance.

8 Sewage Drainage Easements

The following provisions will apply to each right to drain Sewage Drainage Easement:

- (a) The Grantee and Other Authorised Persons have the right (in common with the Grantor and all others having the like right) to drain, discharge or convey sewage and other waste material and fluid in any quantities in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the Dominant Land through pipes and conduits laid or to be laid under the surface of and through the soil of the Sewage Drainage Area to the public street adjoining the Servient Land.
- (b) The registered proprietor of the dominant tenement will be responsible for arranging:

- (i) the installation of the sewage drainage; and
- (ii) the repair and maintenance of the sewage drainage so as to keep the same in good order, repair and condition and to prevent the same becoming a nuisance.