Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 195 El 6272398.5 Easement

Land	regis	tration	district
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NORTH AUCKLAND





Grantor

Surname(s) must be underlined or in GAPTIALS:

		_
435 WEST LIMITED	,	-

Grantee

Surname(s) must be underlined or in CAPITALS.

435 WEST 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	-7	day of December	2004	,
				,

Attestation

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed) Witness name

Occupation

Address

Signature [common seal] of Grantor

|

Director -

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name

Occupation

Signature [common seal] of Grantee

Address

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

[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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



Easement instru	mant

Dated 7 December 2004

Page 1 of

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 <i>or</i> in gross)
Pedestrian Right of Way	"AL" & "AO" DP 342732	Lot 22 CT's 175415 - 175429 inclusive	Lots 1-6 inclusive CT's 175409 - 175414 inclusive
Storwater Drainage Stormwater Drainage	"AH" DP 342732 "A J" DP342732	Lot 2 CT 175410 Lot 4 CT 175412	Lot 3 CT 175411 Lot 5 CT 175413
Wastewater Drainage	"AI" DP 342732	Lot 3 CT 175411	Lot 2 CT 175410
Electricity Supply (continued on annexure	"AP"DP 342732 schedule page 2)	Lot 11 CT 175419	Lot 12 CT 175420

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 155∆ of the Land Transfer Act 1952].						

Covenant provisions

Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

[the provisions set out in Annexure Schedule 2].

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

Annexure Schedule

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

Easement	Dated	٦	December 2004	Page 2	of 5	Pages
						,

(Continue in additional Anneyure Schedule, if required.)

		(Continue in additional Ar	nnexure Schedule, if required.)
Continuation of School	edule A		
Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Party Wall	"A" DP 342732	Lot 1 CT 175409	Lot 2 CT 175410
Party Wall	"B" DP 342732	Lot 2 CT 175410	Lot 1 CT 175409
Party Wall	"C" DP 342732	Lot 2 CT 175410	Lot 3 CT 175411
Party Wall	"D" DP 342732	Lot 3 CT 175411	Lot 2 CT 175410
Party Wall	"E DP 342732	Lot 4 CT 175412	Lot 5 CT 175413
Party Wall	"F" DP 342732	Lot 5 CT 175413	Lot 4 CT 175412
Party Wall	"G" DP 342732	Lot 5 CT 175413	Lot 6 CT 175414
Party Wall	"H" DP 342732	Lot 6 CT 175414	Lot 5 CT 175413
Party Wall	"I" DP 342732	Lot 7 CT 175415	Lot 8 CT 175416
Party Wall	"J" DP 342732	Lot 8 CT 175416	Lot 7 CT 175415
Party Wall	"K DP 342732	Lot 8 CT 175416	Lot 9 CT 175417
Party Wall	"L" DP 342732	Lot 9 CT 175417	Lot 8 CT 175416
(continued on annexu	re schedule page 3)		

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.

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule

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

Easement	Dated	7 December 2004	Page 3	of 5	Pages
	,				

		(Continue in additional Ar	nnexure Schedule, if required.)
Continuation of School	edule A		
Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Party Wall	"M" DP 342732	Lot 9 CT 175417	Lot 10 CT 175418
Party Wall	"N" DP 342732	Lot 10 CT 175418	Lot 9 CT 175417
Party Wall	"O" DP 342732	Lot 10 CT 175418	Lot 11 CT 175419
Party Wall	"p" DP 342732	Lot 11 CT 175419	Lot 10 CT 175418
Party Wall	"Q DP 342732	Lot 11 CT 175419	Lot 12 CT 175420
Party Wall	"R" DP 342732	Lot 12 CT 175420	Lot 11 CT 175419
Party Wall	"S" DP 342732	Lot 13 CT 175421	Lot 14 CT 175422
Party Wall	"T" DP 342732	Lot 14 CT 175422	Lot 13 CT 175421
Party Wall	"U" DP 342732	Lot 14 CT 175422	Lot 15 CT 175423
Party Wall	"V" DP 342732	Lot 15 CT 175423	Lot 14 CT 175422
Party Wall	"W DP 342732	Lot 15 CT 175423	Lot 16 CT 175424
Party Wall	"X" DP 342732	Lot 16 CT 175424	Lot 15 CT 175423
(continued on annexu	re schedule page 4)		

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.

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule

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

Easement	Dated 7	December 2004	Page	4	of	5	Pa
					, ,		,

(Continue in additional Annexure Schedule, if required.)

		(Continue in additional Ar.	nexure Schedule, if required.)		
Continuation of Schedule A					
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)		
Party Wall	"Y" DP 342732	Lot 16 CT 175424	Lot 17 CT 175425		
Party Wall	"Z" DP 342732	Lot 17 CT 175425	Lot 16 CT 175424		
Party Wall	"AA" DP 342732	Lot 17 CT 175425	Lot 18 CT 175426		
Party Wall	"AB" DP 342732	Lot 18 CT 175426	Lot 17 CT 175425		
Party Wall	"AC DP 342732	Lot 18 CT 175426	Lot 19 CT 175427		
Party Wall	"AD" DP 342732	Lot 19 CT 175427	Lot 18 CT 175426		
Party Wall	"AE" DP 342732	Lot 19 CT 175427	Lot 20 CT 175428		
Party Wall	"AF" DP 342732	Lot 20 CT 175428	Lot 19 CT 175427		

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

gr.General	
Approval	١
Approval 02/5032EF	1
1015	

						¬ 1		1 .
Easement	Dated	7	December	2004	Page 5	of	5	Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

Where there is a conflict between the provisions of Schedule 4 of the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952 the provisions of Schedule 4 shall prevail.

The rights and powers implied in specific classes of easements as prescribed by the Land Transfer Regulations 2002 shall be extended to include the pedestrian right of way and party wall easements contained herein.

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.

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



Insert type instrument "Caveat", "Mortgage" etc. Page pages Transfer **Capacity and Interest of Consentor** (eg. Caveator under Caveat no./Mortgagee under Consentor Surname must be underlined or in CAPITALS Mortgage no.) Mortgagee under and by virtue of Mortgage FINANCIAL TRUST LIMITED No. D628193.3 Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] Act] section of the [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: the Person giving consent hereby consents to the creation of the within easement pursuant to Section 90B of the Land Transfer Act 1952. at 2004 Dated this 12 Attestation Signed in my presence by the Consentor Doug Somers-Edgar Director Signature of Witness Financial Trust Limited Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Anne Somers-Edgar Director

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Address

Financial Trust Limited

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Signature of Consentor

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



nsert type of instrument Caveat", "Mortgage" etc						
Casement	Page of pages					
onsentor urname must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)					
135 WEST RESIDENTS ASSOCATION INCORPORATED	Encumbrancee under and by virtue of embrance number 5664447.9					
onsent lelete Land Transfer Act 1952, if inapplicable, and insert na lelete words in [] if inconsistent with the consent. Itate full details of the matter for which consent is required.						
Pursuant to [section 238(2) of the Land Transfer Act 195	2]					
[section of the	Act]					
[Without prejudice to the rights and powers existing under	or the interest of the Consentor					
Section 90B of the Land Transfer Act 1953						
Dated this 7 day of December 2	<u> </u>					
Sales and Ceremon Cere	7/4 <u>4/201</u>					
Attractation	4					
HESID & Charles A	Signed in my presence by the Consentor ingrature of Witness Acceptable in BLOCK letters (unless legibly printed) The sess name Color of the Consentor Occupation Solver to the Consentor					
Athorise Signatory Athorise Signatory	riginature of Witness Nitress to complete in BLOCK letters (unless legibly printed)					

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY