



View Instrument Details

Instrument No	13174655.4
Status	Registered
Lodged By	Spicer, Nicole Leanne
Date & Time Lodged	27 Jan 2025 15:20
Instrument Type	Easement Instrument

Affected Records of Title	Land District
1111132	North Auckland
1111133	North Auckland
1111134	North Auckland

Annexure Schedule Contains 3 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 10732170.2 has consented to this transaction and I hold that consent

I certify that the Encumbrancee under Encumbrance B633891.10 has consented to this transaction and I hold that consent

I certify that the Encumbrancee under Encumbrance C382054.6 has consented to this transaction and I hold that consent

Signature

Signed by Jaxon James Grieve as Grantor Representative on 27/01/2025 03:04 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 Jaxon James Grieve as Grantee Representative on 27/01/2025 03:04 PM

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor**Justice Ink Limited****Grantee****Justice Ink 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, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference) DP 586784	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	A, B, C	Lot 3 DP 586784 (RT 1111134)	Lot 1, Lot 2 DP 586784 (RT 1111132, 1111133)
	D	Lot 1 DP 586784 (RT 1111132)	Lot 2 DP 586784 (RT 1111133)
Right to convey electricity, telecommunications, water	A, B, C	Lot 3 DP 586784 (RT 1111134)	Lot 1, Lot 2 DP 586784 (RT 1111132, 1111133)
	D	Lot 1 DP 586784 (RT 1111132)	Lot 2 DP 586784 (RT 1111133)
Right to drain water	G	Lot 2 DP 586784 (RT 1111133)	Lot 3 DP 586784 (RT 1111134)
	H	Lot 1 DP 586784 (RT 1111132)	Lot 3 DP 586784 (RT 1111134)
Right to drain sewage	C, F	Lot 3 DP 586784 (RT 1111134)	Lot 1 DP 586784 (RT 1111132)
Right to convey electricity, telecommunications	I	Lot 1 DP 586784 (RT 1111132)	Lot 2, Lot 3 DP 586784 (RT 1111133, 1111134)
Right to convey electricity, telecommunications, water	E	Lot 2 DP 586784 (RT 1111133)	Lot 3 DP 586784 (RT 1111134)
Right to convey water	D	Lot 1 DP 586784 (RT 1111132)	Lot 3 DP 586784 (RT 1111134)

STATEMENT OF PASSING OVER INFORMATION:

This information has been supplied to us by a third party. Accordingly, the Vendor and Austar Realty Limited are merely passing over this information as supplied to us by others. While we have passed on this information supplied by a third party, we have not checked, audited, or reviewed the records or documents and therefore to the maximum extent permitted by law neither the Vendor nor Austar Realty Limited or any of its' salespersons or employees accept any responsibility for the accuracy of the materials. Intending purchasers are advised to conduct their own investigation.

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 5 of the Property Law Act 2007

The implied rights and powers are hereby **[varied]** ~~**[negated]**~~ ~~**[added to]**~~ or ~~**[substituted]**~~ by:

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

[the provisions set out in Annexure Schedule 2]

Annexure Schedule 2

1. Rights and Powers generally

- 1.1 The rights and powers set out in the Fifth Schedule to the Land Transfer Regulations 2018 (**Regulations**) are implied to all easements created by this Easement Instrument, except as those rights and powers are varied or substituted in this Schedule.
- 1.2 Where there is a conflict between the provisions of the Regulations, and the modifications in this Easement Instrument, the modifications must prevail.
- 1.3 In respect of any easement no power is implied for the Grantor to determine the Easement for breach of any provision of this Easement Instrument (whether express or implied) or for any other cause. It is the intention of the parties that each Easement will subsist for all time unless it is surrendered.

2. Fifth Schedule Land Transfer Regulations 2018

- 2.1 The maintenance provisions in the Regulations are modified as follows:
- 2.1.1 The word "*equally*" in clause 11(2) of the Regulations is replaced by "*for a reasonable contribution in proportion to their use*".
- 2.1.2 No registered proprietor shall be liable to contribute towards the cost of any work which is in respect of any easement not used by that registered proprietor, or in respect of which such use has not commenced.