

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

NORTH AUCKLAND



EI 6948480.1 Easemen

Cpy - 01/03, Pgs - 006, 13/07/06, 17:03



DocID: 312560330

Grantor

Surname(s) must be

Barbara Jean WARD as to a 1/3 share, Ivan Walter HARNETT as to a 1/3 share
[Continued on Page 2 Annexure Schedule]

Grantee

Surname(s) must be underlined or in CAPITALS.

Barbara Jean WARD as to a 1/3 share, Ivan Walter HARNETT as to a 1/3 share
[Continued on Page 2 Annexure Schedule]

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 11th day of July 2006

Attestation

 Barbara Jean Ward Ivan Walter Harnett Signature [common seal] of Grantor	Signed in my presence by the Grantor Barbara Jean Ward and Ivan Walter Harnett Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation PETER GILMOUR MACAULEY SOLICITOR Address KAIKOHE
--	---

 Barbara Jean Ward Ivan Walter Harnett Signature [common seal] of Grantee	Signed in my presence by the Grantee Barbara Jean Ward and Ivan Walter Harnett Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation PETER GILMOUR MACAULEY SOLICITOR Address KAIKOHE
--	---

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.

Annexure Schedule

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

Easement Instrument

Dated

11th July 2006

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pages

(Continue in additional Annexure Schedule, if required.)

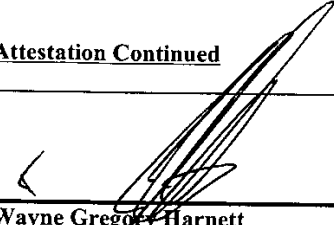
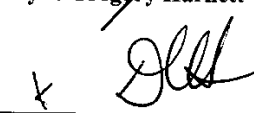
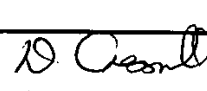
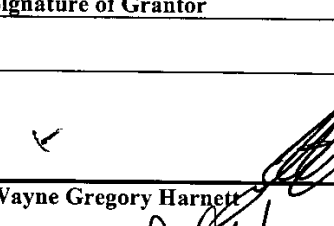
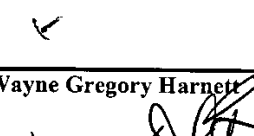
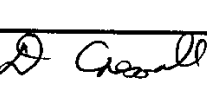
"Grantor" Continued

and Wayne Gregory HARNETT, Dina Lisa HARNETT and Gary Dwaine MILNE as to a 1/3 share

"Grantee" Continued

and Wayne Gregory HARNETT, Dina Lisa HARNETT and Gary Dwaine MILNE as to a 1/3 share

Attestation Continued

 Wayne Gregory Harnett	Signed in my presence by the Grantor Wayne Gregory Harnett, Dina Lisa Harnett and Gary Dwaine Milne
 Dina Lisa Harnett	Signature of witness  Witness to complete in BLOCK letters
 Gary Dwaine Milne	Witness name Diane Cresswell Occupation Administrator
Signature of Grantor	Address 160a Pakuranga Rd Pakuranga
 Wayne Gregory Harnett	Signed in my presence by the Grantee Wayne Gregory Harnett, Dina Lisa Harnett and Gary Dwaine Milne
 Dina Lisa Harnett	Signature of witness  Witness to complete in BLOCK letters
 Gary Dwaine Milne	Witness name Diane Cresswell Occupation Administrator
Signature of Grantee	Address 160a Pakuranga Rd Pakuranga

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.

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



Easement instrument

Dated

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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)
	DP357655		
Covenants as to a General Scheme of Subdivision			

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]** **[negated]** **[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

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Covenant

Dated

11th July 2006

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(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2Continuation of "Covenant Provisions"

Whereas the lands of the Grantor subject to the within covenant are subject to a general scheme under which the owners or occupiers for the time being of the Lots which are bound by restrictions set out in Schedule B hereto under which the respective owners and occupiers of the same may be able to enforce the observance of such restrictions by the owners or occupiers for the time being of any of the other Lots in equity or otherwise howsoever NOW THEREFORE the Grantee having agreed to enter into the covenants hereinafter contained so as to bind the land subject to the covenant herein and for the benefit of all the land described in the Certificates of Title recorded in Schedule A hereto DOETH HEREBY COVENANT AND AGREE with the Grantor for the benefit of the land described in the Certificates of Title in Schedule A hereto and separately with each and every one of the registered proprietors of the land in Certificates of Title in Schedule A hereto, that the Grantee will henceforth and at all times hereafter observe, perform and keep each and every restriction contained in Schedule B hereto to the end and intent that each of the said restrictions shall be for the benefit of all the land in the Certificates of Title described in Schedule A hereto.

SCHEDULE ACertificates of Title Nos:

234471

234472

(continued on Annexure Schedule Page 5)

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

Covenant

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(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2 Continued

Continuation of "Covenant Provisions"

SCHEDULE B

The Grantee covenants as follows:

1. Not to use or permit or suffer to be used in any buildings on the land any second-hand materials where they may be visible from the exterior of the building.
2. Not without the prior written approval of the Grantor to erect or permit or suffer to be erected on the land any building before a dwellinghouse is erected on the land.
3. Not to erect or allow to be erected or moved onto the land any dwellinghouse or any other building:
 - (a) which has previously been occupied, or
 - (b) which has a floor area of less than 120 square metres (excluding garages, carports and ancilliary buildings).
4. Not to place or permit or suffer to be upon the land any caravan or other motor vehicle unless it is currently registered, has a current Warrant of Fitness, has wheels attached and is not occupied as a dwelling or sleep-out.
5. Not to permit any vegetation on the land to attain a height in excess of 2.5 metres.
6. Not to permit gorse or noxious plants to grow on the land or permit the land to become overgrown with grass or other plants in any untidy way.

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Landline User ID: **sl Daviesau**

LODGING FIRM: **S T DAVIES (AUCK) LTD**

Address: **DX DP94507 TITIRANGI**

PO BOX 151161 NEW LYNN

AUCKLAND

Lighting Box Number: **76 13/07/06**

ASSOCIATED FIRM: **PALMACKAIKOHE**

Client Code / Ref: **(PGM)**

REFERENCE

Survey Plan (s)

Top Plan (s)

Traverse Sheets (s)

Field Notes (s)

Cable Sheets (s)

Survey Report

Dealing / SUB Number
(LINZ Use only)

Private Proprietary Stamp
(LINZ use only)

Plan Number Pre-Allocated or
to be Dealt

Rejected Dealing Number

Other (rate)

6948480

Priority Code	OT Fee	Length of Inscribed	Form of Plan	DOCUMENT ON GRAVEY FEES	MULTIPLE PAGES	NOTES	ADVERTISING	NEW TILES	OTHER	RE-SUBMISSION & PROSITY FEE	FEES & GUT INCLUDE
1	See Schedule	EI	WARD & HARNETT TO WARD & HARNETT	50.00	2-						\$50.00 2-
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Authorisation (LINZ Use only)

Fees Receipt and Tax Invoice

OST Registered Number 174222005

LINZ Form P005

LINZ Form P005 - PDF

Original Signature?

Less Fees paid on Dealing #

Subtotal (for this page)

Total for this dealing

Debit my Account for

52-

\$50.00

Version 1.7: 28 May 2004