

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

Sections 90A and 90F, Land Transfer Act 1952

EI 7837276.1 Easement I

Cpy - 01/04, Pgs - 004, 04/06/08, 12:00

Land registration district

SOUTH AUCKLAND



DocID: 511864754

Surname(s) must be underlined or in CAPITALS.

Grantor

John Henry SCOTT and Julie Ann SCOTT

Grantee

Surname(s) must be underlined or in CAPITALS.



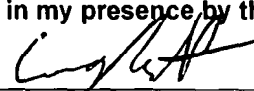

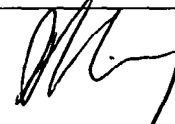
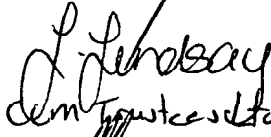
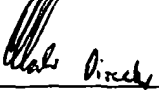
David James LINDSAY, Lisa Wynne LINDSAY & CLM Trustees Limited

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 22 day of May 2008

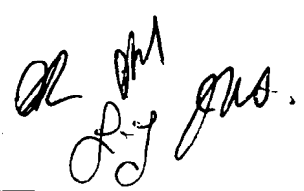
Attestation

  Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name CRAIG SCOTT Occupation STUDENT Address 18 CAMDON PLACE TAMAHERE
	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Murray Edgar Telfer Occupation Legal Executive Tauranga Address
  one of its directors  Signature [common seal] of Grantee	

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 1



Easement instrument

Dated

22/5/08

Page

1

of

2

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 or in gross)
Right to convey Electricity, Telecommunications & Computer Media & Water	"A" on DP.396195	Lot 4 DP.378240 (CT: 313518)	Lot 3 DP.378240 (CT: 313517)

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 Fifth Schedule of the Property Law Act 2007.

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

[Handwritten signatures and initials]

Annexure Schedule



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

Easement

Dated 22/5/08

Page 2 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

EASEMENT TERMS

1. Any maintenance, repair or replacement of any easement facility in respect of any easement set out herein that is necessary because of any act of omission by the grantor or the grantee (as defined in paragraph 1 of Schedule 4 to the Land Transfer Regulations 2002) must be carried out promptly by that grantor or grantee at the sole cost of that grantor or grantee or in such proportion as relates to the act or omission.
2. All easement facilities in respect of the within easements, other than the easements of right of way, shall be placed under and within the ground comprising the stipulated course.
3. If, in respect of easements of right of way, there is conflict between the provisions of Schedule 4 to the Land Transfer Regulations 2002 and the provisions of the Fifth Schedule to the Property Law Act 2007 then the former shall prevail.
4. Where there is conflict between the rights, powers, terms, covenants or restrictions herein (the modifications) and the provisions of the Schedule 4 to the Land Transfer Regulations and/or the provisions of the Fifth Schedule to the Property Law Act 2007 then the modifications shall prevail.

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.

[Handwritten signatures and initials]

Landonline User ID: HAMILTONI.SHA

HEREWITH

LODGING FIRM: HAMILTON LEGAL SERVICES LTD

Survey Plan (#)

Address: DX GP20013

Title Plan (#)

HAMILTON

Traverse Sheets (#)

PH 0800 77 66 88

Field Notes (#)

19

Calc Sheets (#)

ASSOCIATED FIRM:

Survey Report

Client Code / Ref: SCOTT J & J

196040-1265

Other (state)

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ Use only)

Plan Number Pre-Allocated or
to be deposited 396195

Rejected Dealing Number

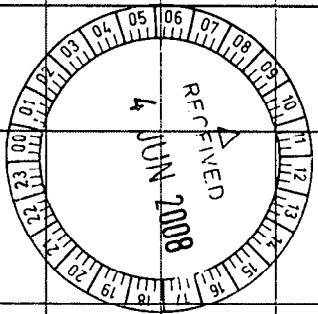
E1 7837276.1 Easement 1

GPV - 03/04, Pgs - 004, 04/08/08, 12:00

Copies
(inc. original)

DocID: 611864754

Priority Order	CT Ref:	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RESUBMISSION PRIORITY FEE	FEES \$ GST INCLUSIVE
1	313517 313518	EI	JH & JA SCOTT to DJ & LW LINDSAY & CLM TRUSTEES LTD	60.00							60.00
2											
3											
4											
5											
6											



Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Fees Receipt and Tax Invoice

GST Registered Number 17-022-995

LINZ Form P005

Original Signatures? _____

Subtotal (for this page) 60.00

Total for this dealing 60.00

Less Fees paid on Dealing #

Debit my Account for

60.00