

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

**EI 6254179.1 Easement**

Cpy - 01/04, Pgs - 006, 15/12/04, 13:45



DocID: 511075606

Land registration district

**SOUTH AUCKLAND**

Grantor

Surname(s) must be underlined or in CAPITALS.

**Robert Graham MICKELL, Peter William MICKELL & Clarice Mary TIMOKO**

Grantee

Surname(s) must be underlined or in CAPITALS.

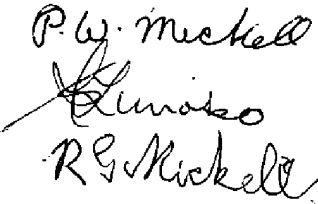
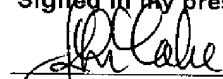
**Robert Graham MICKELL, Peter William MICKELL & Clarice Mary TIMOKO**

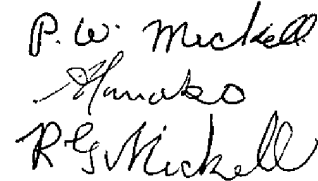
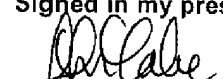
**Grant\* of easement or profit à prendre or creation or covenant**

**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 9<sup>th</sup> day of December 2004

**Attestation**

	<p>Signed in my presence by the Grantor</p> 
	<p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <b>Jodie Anne McCabe</b></p> <p>Occupation <b>Legal Executive</b></p> <p>Address <b>Hamilton</b></p>
<p>Signature [common-seal] of Grantor</p>	

	<p>Signed in my presence by the Grantee</p> 
	<p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <b>Jodie Anne McCabe</b></p> <p>Occupation <b>Legal Executive</b></p> <p>Address <b>Hamilton</b></p>
<p>Signature [common-seal] of Grantee</p>	

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



[Solicitor for] the Grantee

DEI  
SACHE/126-133  
SACSEA/108  
50x16

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

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**Annexure Schedule 1**



Easement instrument

Dated

[ ]

Page

2

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 or in gross)
<b>Land Covenants</b>	<b>herein</b>	SA64B/126 SA64B/127 SA64B/128 SA64B/129 SA64B/130 SA64B/131 SA64B/132 SA64B/133 SA68A/108	SA64B/126 SA64B/127 SA64B/128 SA64B/129 SA64B/130 SA64B/131 SA64B/132 SA64B/133 SA68A/108

**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**

P.M.  
R.G.M.

**Annexure Schedule**



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

Easement Instrument

Dated

Page

of

pages

(Continue in additional Annexure Schedule, if required.)

**ANNEXURE SCHEDULE 2 – Land Covenants**

1. Not to erect construct or place on the said land or allow to be erected constructed or placed on the said land any dwelling house which is not a new residential dwelling house. The dwelling house shall have a minimum ground floor area (excluding any garage) of 150 square metres. The exterior cladding shall consist entirely of any of the following materials:

- (i) Kiln fired or concrete brick
- (ii) Stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete
- (iii) Stone
- (iv) Timber
- (v) Metal laminate on solid timber

PROVIDED THAT

- (i) Alternative upper floor exterior cladding may be used if first approved by the grantee.
- (ii) The grantee may waive the minimum floor area if it is satisfied that in all respects the dwelling house complies with all other requirements of the covenants contained herein.

- 2. Not to allow any form of metal roofing on the said land unless the same has been pre-painted.
- 3. Not to permit the construction of the exterior of any dwelling house on the land to take more than a period of 12 months from the commencement of construction of that dwelling house.
- 4. Not to permit the driveway on the said land to remain uncompleted for more than 6 months after completion of the dwelling house. Driveway surfaces may be concrete, aggregate, cobblestone, bitumen seal or compacted metal.
- 5. Not to permit or carry out the erection of any temporary building or structure upon the land except such as may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work.
- 6. Not to subdivide or cross lease the property.
- 7. Not to permit or cause the said land to be occupied or used as a residence unless:
  - (i) A building has been substantially completed in accordance with the terms of this document, and
  - (ii) The building meets the requirements of the appropriate Local Authority.

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

Easement Instrument

Dated

Page

of

pages

(Continue in additional Annexure Schedule, if required.)

8. Not to enter into any commercial activity on the land which may be a nuisance to neighbouring properties or farming (including pig or poultry farming) other than pastoral farming, cropping or orcharding, and not to keep pigs, poultry or donkeys on the land without first obtaining written approval from all the owners of the servient tenement herein.
9. Not to permit or cause any rubbish to accumulate or be placed upon the land and not to permit any excessive growth of grass so that the same becomes long or unsightly.
10. Not to permit or cause any advertisement sign or hoarding of a commercial nature to be erected on any part of the said land without the prior consent in writing of the grantee.
11. Not to permit or cause the removal of soil from the land except as shall be necessary for the construction of the building thereon.
12. Not to permit or allow any recreational motorcycling or any other unreasonably noisome activity.
13. No dwelling shall be constructed to a single rectangle or square and it must contain at least one full valley in the roof provided that this condition may be waived in the sole discretion of the grantee.

Should the grantor fail to comply with, observe, perform, or complete any of the requirements herein then without prejudice to any other liability the grantor may have to the grantee the grantor will

- (a) Pay to the grantee as liquidated damages the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) or a sum equal to 25 per centum of the cost of the erection of the dwelling house whichever sum is the larger immediately upon receipt of a written demand for payment from the grantee or the grantee's solicitors; and
- (b) Shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants

PROVIDED and it is further agreed and acknowledged that:

- (i) The grantor shall only have any liability hereunder while the grantor is a registered proprietor of the property.
- (ii) In any instance of default the remedying of such default within one month of notice in writing requiring the removal of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants shall avoid the payment of the penal sum prescribed herein provided that this waiver shall not apply in respect of any subsequent default of a similar nature.

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.

P.M.  
R.G.H.

**Annexure Schedule**



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

Easement Instrument

Dated

Page

of

pages

*(Continue in additional Annexure Schedule, if required.)*

- (iii) The rights and obligations of the grantee to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause shall terminate twelve calendar months from the date on which they cease to be an owner of any lot contained on Deposited Plan S.81580 and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal legal principles vest in the owners of any lots in the said subdivision which obtain benefits from the said covenants.

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.

P.M.  
R.G.M.

**EI 6254179.1 Easement**  
 Copy - 02/04, Pgs - 006, 16/12/04, 13, 45  
**Copies**  
*(inc. original)*  
 DocID: 611076806

Landonline UserID: landinfonetha

LODGING FIRM: Land Info Net Ltd - Hamilton

Address: PO Box 9213 or DX GX10061

Hamilton

0508 534 251

37

ASSOCIATED FIRM

Client Code / Ref: Z455481 NWM/405221.20 MICKELL, JD (ESTAT

HERE WITH

Survey Plan (#)

Title Plan (#)

Traverse sheets (#)

Field Notes (#)

Calc sheets (#)

Survey Report

Dealing / SUD Number:

(LINZ Use only)

Priority Barcode Date Stamp

(LINZ Use only)

Plan Number Pre-Allocated  
 or to be Deposited:

Rejected Dealing Number:

Other (State)

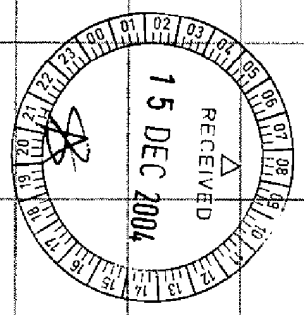
Priority Order	CT Ref	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION PRIORITY FEE	FEES \$ GST INCLUSIVE
1	S464B/126 - S464B/133 (INCLUSIVE) S468A/108	EI	RG & PW MICKELL & CM TIMOKO RG & PW MICKELL & CM TIMOKO	50.00	\$16						\$66.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ Use Only)

Original Signatures ?

Subtotal (for this page)	\$66.00
Total for this dealing	\$66.00
Less Fees Paid on Dealing #	
<b>Please debit my landonline account for</b>	<b>\$66.00</b>



Fees Receipt and Tax Invoice

GST Registration Number 17-022-895

LINZ Form P005

RCS 0, PR 9

LINZ Form P005 -PDF