

View Instrument Details



Instrument No 11610445.8
Status Registered
Date & Time Lodged 29 November 2019 18:19
Lodged By Coombes, Anthea Mary
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
883155	North Auckland
883156	North Auckland
883157	North Auckland
883158	North Auckland
883159	North Auckland
883162	North Auckland
883163	North Auckland
883164	North Auckland
883165	North Auckland
883166	North Auckland
883167	North Auckland
883168	North Auckland
883170	North Auckland
883171	North Auckland
883172	North Auckland
883173	North Auckland
883174	North Auckland
883175	North Auckland
883176	North Auckland
883177	North Auckland
883179	North Auckland
883180	North Auckland
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883191	North Auckland
883192	North Auckland
883193	North Auckland
883194	North Auckland
883195	North Auckland
883196	North Auckland
883197	North Auckland
883198	North Auckland
883199	North Auckland
883200	North Auckland

Annexure Schedule Contains 11 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 ☒

Signature

Signed by Anthea Mary Coombes as Grantor Representative on 06/12/2019 02:46 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 Anthea Mary Coombes as Grantee Representative on 06/12/2019 02:46 PM

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

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

TAMAKI REGENERATION LIMITED

Grantee

TAMAKI REGENERATION 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)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Eave Protection and Maintenance	E, F on DP 534614	Lot 58 DP 534614 RT 883158	Lot 57 DP 534614 R/T 883157
	H, I on DP 534614	Lot 59 DP 534614 R/T 883159	Lot 58 DP 534614 R/T 883158
	CW, CV on DP 534614	Lot 62 DP 534614 R/T 883162	Lot 63 DP 534614 R/T 883163
	K, L on DP 534614	Lot 63 DP 534614 R/T 883163	Lot 64 DP 534614 R/T 883164
	N, O on DP 534614	Lot 65 DP 534614 R/T 883165	Lot 66 DP 534614 R/T 883166
	Q, R on DP 534614	Lot 66 DP 534614 R/T 883166	Lot 67 DP 534614 R/T 883167
	T, U on DP 534614	Lot 67 DP 534614 R/T 883167	Lot 68 DP 534614 R/T 883168
	X, Y on DP 534614	Lot 71 DP 534614 R/T 883171	Lot 70 DP 534614 R/T 883170
	AC, AD on DP 534614	Lot 74 DP 534614 R/T 883174	Lot 73 DP 534614 R/T 883173

AJ, AK on DP 534614	Lot 79 DP 534614 R/T 883179	Lot 80 DP 534614 R/T 883180
AN, AM on DP 534614	Lot 80 DP 534614 R/T 883180	Lot 81 DP 534614 R/T 883181
AP, AQ on DP 534614	Lot 81 DP 534614 R/T 883181	Lot 82 DP 534614 R/T 883182
AS, AT on DP 534614	Lot 82 DP 534614 R/T 883182	Lot 83 DP 534614 R/T 883183
AV, AW on DP 534614	Lot 83 DP 534614 R/T 883183	Lot 84 DP 534614 R/T 883184
AY, AZ on DP 534614	Lot 84 DP 534614 R/T 883184	Lot 85 DP 534614 R/T 883185
BC, BD on DP 534614	Lot 87 DP 534614 R/T 883187	Lot 86 DP 534614 R/T 883186
BF, BG on DP 534614	Lot 88 DP 534614 R/T 883188	Lot 87 DP 534614 R/T 883187
BI, BJ on DP 534614	Lot 89 DP 534614 R/T 883189	Lot 88 DP 534614 R/T 883188
BL, BM on DP 534614	Lot 91 DP 534614 R/T 883191	Lot 90 DP 534614 R/T 883190
BR, BS on DP 534614	Lot 94 DP 534614 R/T 883194	Lot 93 DP 534614 R/T 883193
CE, CF on DP 534614	Lot 94 DP 534614 R/T 883194	Lot 97 DP 534614 R/T 883197
BU, BV on DP 534614	Lot 95 DP 534614 R/T 883195	Lot 94 DP 534614 R/T 883194
CC, CD on DP 534614	Lot 95 DP 534614 R/T 883195	Lot 97 DP 534614 R/T 883197
BY, BX on DP 534614	Lot 96 DP 534614 R/T 883196	Lot 95 DP 534614 R/T 883195
BZ, CA on DP 534614	Lot 96 DP 534614 R/T 883196	Lot 97 DP 534614 R/T 883197
CG, CH on DP 534614	Lot 97 DP 534614 R/T 883197	Lot 98 DP 534614 R/T 883198
CJ, CK on DP 534614	Lot 98 DP 534614 R/T 883198	Lot 99 DP 534614 R/T 883199

	CM, CN on DP 534614	Lot 99 DP 534614 R/T 883199	Lot 100 DP 534614 R/T 883200
	CP, CQ on DP 534614	Lot 100 DP 534614 R/T 883200	Lot 101 DP 534614 R/T 883201
Party Wall	A on DP 534614	Lot 55 DP 534614 R/T 883155	Lot 56 DP 534614 R/T 883156
	B on DP 534614	Lot 56 DP 534614 R/T 883156	Lot 55 DP 534614 R/T 883155
	D on DP 534614	Lot 57 DP 534614 R/T 883157	Lot 58 DP 534614 R/T 883158
	E on DP 534614	Lot 58 DP 534614 R/T 883158	Lot 57 DP 534614 R/T 883157
	G on DP 534614	Lot 58 DP 534614 R/T 883158	Lot 59 DP 534614 R/T 883159
	H on DP 534614	Lot 59 DP 534614 R/T 883159	Lot 58 DP 534614 R/T 883158
	CW on DP 534614	Lot 62 DP 534614 R/T 883162	Lot 63 DP 534614 R/T 883163
	J on DP 534614	Lot 63 DP 534614 R/T 883163	Lot 62 DP 534614 R/T 883162
	L on DP 534614	Lot 63 DP 534614 R/T 883163	Lot 64 DP 534614 R/T 883164
	M on DP 534614	Lot 64 DP 534614 R/T 883164	Lot 63 DP 534614 R/T 883163
	O on DP 534614	Lot 65 DP 534614 R/T 883165	Lot 66 DP 534614 R/T 883166
	P on DP 534614	Lot 66 DP 534614 R/T 883166	Lot 65 DP 534614 R/T 883165
	R on DP 534614	Lot 66 DP 534614 R/T 883166	Lot 67 DP 534614 R/T 883167
	S on DP 534614	Lot 67 DP 534614 R/T 883167	Lot 66 DP 534614 R/T 883166
	U on DP 534614	Lot 67 DP 534614 R/T 883167	Lot 68 DP 534614 R/T 883168
	V on DP 534614	Lot 68 DP 534614 R/T 883168	Lot 67 DP 534614 R/T 883167

	W on DP 534614	Lot 70 DP 534614 R/T 883170	Lot 71 DP 534614 R/T 883171
	X on DP 534614	Lot 71 DP 534614 R/T 883171	Lot 70 DP 534614 R/T 883170
	Z on DP 534614	Lot 71 DP 534614 R/T 883171	Lot 72 DP 534614 R/T 883172
	AA on DP 534614	Lot 72 DP 534614 R/T 883172	Lot 71 DP 534614 R/T 883171
	AB on DP 534614	Lot 73 DP 534614 R/T 883173	Lot 74 DP 534614 R/T 883174
	AC on DP 534614	Lot 74 DP 534614 R/T 883174	Lot 73 DP 534614 R/T 883173
	AE on DP 534614	Lot 74 DP 534614 R/T 883174	Lot 75 DP 534614 R/T 883175
	AF on DP 534614	Lot 75 DP 534614 R/T 883175	Lot 74 DP 534614 R/T 883174
	AH on DP 534614	Lot 76 DP 534614 R/T 883176	Lot 77 DP 534614 R/T 883177
	AI on DP 534614	Lot 77 DP 534614 R/T 883177	Lot 76 DP 534614 R/T 883176
	AK on DP 534614	Lot 79 DP 534614 R/T 883179	Lot 80 DP 534614 R/T 883180
	AL on DP 534614	Lot 80 DP 534614 R/T 883180	Lot 79 DP 534614 R/T 883179
	AN on DP 534614	Lot 80 DP 534614 R/T 883180	Lot 81 DP 534614 R/T 883181
	AO on DP 534614	Lot 81 DP 534614 R/T 883181	Lot 80 DP 534614 R/T 883180
	AQ on DP 534614	Lot 81 DP 534614 R/T 883181	Lot 82 DP 534614 R/T 883182
	AR on DP 534614	Lot 82 DP 534614 R/T 883182	Lot 81 DP 534614 R/T 883181
	AT on DP 534614	Lot 82 DP 534614 R/T 883182	Lot 83 DP 534614 R/T 883183
	AU on DP 534614	Lot 83 DP 534614 R/T 883183	Lot 82 DP 534614 R/T 883182

AW on DP 534614	Lot 83 DP 534614 R/T 883183	Lot 84 DP 534614 R/T 883184
AX on DP 534614	Lot 84 DP 534614 R/T 883184	Lot 83 DP 534614 R/T 883183
AZ on DP 534614	Lot 84 DP 534614 R/T 883184	Lot 85 DP 534614 R/T 883185
BA on DP 534614	Lot 85 DP 534614 R/T 883185	Lot 84 DP 534614 R/T 883184
BB on DP 534614	Lot 86 DP 534614 R/T 883186	Lot 87 DP 534614 R/T 883187
BC on DP 534614	Lot 87 DP 534614 R/T 883187	Lot 86 DP 534614 R/T 883186
BE on DP 534614	Lot 87 DP 534614 R/T 883187	Lot 88 DP 534614 R/T 883188
BF on DP 534614	Lot 88 DP 534614 R/T 883188	Lot 87 DP 534614 R/T 883187
BH on DP 534614	Lot 88 DP 534614 R/T 883188	Lot 89 DP 534614 R/T 883189
BI on DP 534614	Lot 89 DP 534614 R/T 883189	Lot 88 DP 534614 R/T 883188
BK on DP 534614	Lot 90 DP 534614 R/T 883190	Lot 91 DP 534614 R/T 883191
BL on DP 534614	Lot 91 DP 534614 R/T 883191	Lot 90 DP 534614 R/T 883190
BN on DP 534614	Lot 91 DP 534614 R/T 883191	Lot 92 DP 534614 R/T 883192
BO on DP 534614	Lot 92 DP 534614 R/T 883192	Lot 91 DP 534614 R/T 883191
BQ on DP 534614	Lot 93 DP 534614 R/T 883193	Lot 94 DP 534614 R/T 883194
BR on DP 534614	Lot 94 DP 534614 R/T 883194	Lot 93 DP 534614 R/T 883193
BT on DP 534614	Lot 94 DP 534614 R/T 883194	Lot 95 DP 534614 R/T 883195
BU on DP 534614	Lot 95 DP 534614 R/T 883195	Lot 94 DP 534614 R/T 883194

	BW on DP 534614	Lot 95 DP 534614 R/T 883195	Lot 96 DP 534614 R/T 883196
	BX on DP 534614	Lot 96 DP 534614 R/T 883196	Lot 95 DP 534614 R/T 883195
	CA on DP 534614	Lot 96 DP 534614 R/T 883196	Lot 97 DP 534614 R/T 883197
	CB on DP 534614	Lot 97 DP 534614 R/T 883197	Lot 94 DP 534614 R/T 883194
	CX on DP 534614	Lot 97 DP 534614 R/T 883197	Lot 95 DP 534614 R/T 883195
	CY on DP 534614	Lot 97 DP 534614 R/T 883197	Lot 96 DP 534614 R/T 883196
	CD on DP 534614	Lot 95 DP 534614 R/T 883195	Lot 97 DP 534614 R/T 883197
	CF on DP 534614	Lot 94 DP 534614 R/T 883194	Lot 97 DP 534614 R/T 883197
	CI on DP 534614	Lot 98 DP 534614 R/T 883198	Lot 97 DP 534614 R/T 883197
	CH on DP 534614	Lot 97 DP 534614 R/T 883197	Lot 98 DP 534614 R/T 883198
	CK on DP 534614	Lot 98 DP 534614 R/T 883198	Lot 99 DP 534614 R/T 883199
	CL on DP 534614	Lot 99 DP 534614 R/T 883199	Lot 98 DP 534614 R/T 883198
	CN on DP 534614	Lot 99 DP 534614 R/T 883199	Lot 100 DP 534614 R/T 883200
	CO on DP 534614	Lot 100 DP 534614 R/T 883200	Lot 99 DP 534614 R/T 883199
	CQ on DP 534614	Lot 100 DP 534614 R/T 883200	Lot 101 DP 534614 R/T 883201
	CR on DP 534614	Lot 101 DP 534614 R/T 883201	Lot 100 DP 534614 R/T 883200

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 1]

Annexure Schedule 1

Page 1 of 4 Pages

*Insert instrument type***Easement Instrument***Continued in additional Annexure Schedule, if required**Continuation of easement rights and powers (including terms, covenants and conditions)*

Schedule 5 to the Land Transfer Regulations 2018 shall apply except as varied below:

- 1) Clause 1 of Schedule 5 to the Land Transfer Regulations 2018 (Interpretation) is varied by the addition of the following definitions or extensions to definitions as the case may be:

“easement facility” is extended by the addition of sub-clauses (g) and (h) as follows:

“(g) in relation to eave protection and maintenance right or easement means “maintenance and eave overhang” as defined below”

“(h) in relation to a party wall right or easement means “party wall” as defined below”

“eave protection and maintenance” means any overhanging eave on any eave protection and maintenance area and includes:

- (a) any extension, modification or addition to any overhanging eave and/or maintenance;
- (b) any new overhanging eave erected in substitution for overhanging eave;
- (c) any part of the overhanging eave.

“eave protection and maintenance area” means that part of the land described in Schedule A as being subject to a maintenance and eave overhang easement.

“eave protection and maintenance easement” means the right recorded by this instrument in relation to each maintenance and eave overhang area.

“Exercising Party” means a party who exercises or has exercised the rights to demolish under clause 9A(1)(b).

“party wall” means a party wall erected on any party wall area and includes:

- (a) any extension, modification or addition to any party wall;
- (b) any new party wall erected in substitution for a demolished or damaged party wall;
- (c) all foundations supporting a party wall; and
- (d) any part of a party wall.

“party wall area” means that part of the burdened land described in Schedule A as being subject to a party wall easement.

“party wall easement” means the rights recorded by this instrument in relation to each party wall area.

Annexure Schedule 1

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*Insert instrument type***Easement Instrument***Continued in additional Annexure Schedule, if required*

- 2) Clause 2 of Schedule 5 to the Land Transfer Regulations 2018 (Classes of easements) is varied by adding the following sub-clauses (g) and (h)
- (g) a right to a eave protection and maintenance
- (h) a right to a party wall
- 3) The following clauses 9A and 9B are added to Schedule 5 to the Land Transfer Regulations 2018:
- 9A Right to eave protection and maintenance**
- 1) The following provisions shall apply to each eave protection and maintenance easement;
- (a) The right for the Grantee with contractor's equipment, materials and scaffolding to enter onto the easement areas on the burdened land and remain for a reasonable time to inspect, repair, renew and decorate the building on the benefitted land at the sole cost of the Grantee causing as little damage and disturbance to the Grantor as possible and making good any damage caused in exercise of the rights to the satisfaction of the Grantor.
- (b) The boundary fence on the easement areas of the burdened land is the sole responsibility of the Grantor.
- (c) The right for the eave of the existing building erected on the benefitted land to project into that part of the airspace of the burdened land so that such eave overhangs the burdened land.
- (d) The right at all times to discharge rainwater on the burdened land from the eave and any spouting, gutters and pipes attached to the eave.
- 9B Right to a party wall**
- 1) The following provisions shall apply to each party wall easement:
- (a) The Grantee has the right (in common with the Grantor) to:
- (i) erect a party wall on the party wall area;
- (ii) modify any party wall within the limits of the party wall area;
- (iii) use, encroach on and enjoy for the purpose of a party wall the party wall area;
- (iv) use and enjoy the support and enclosure of the structure on the burdened land afforded by the party wall and the land upon which it stands; and
- (v) use and enjoy the foundations and construction of the party wall and any extension of the party wall below the surface of the party wall area.

Annexure Schedule 1

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*Insert instrument type***Easement Instrument***Continued in additional Annexure Schedule, if required*

- (b) Any party, on giving to the other party not less than six months' notice in writing of such intention, and provided it is reasonable, practicable and viable to do so, may demolish any existing party wall (including such part of any buildings necessarily involved or required to be demolished) and build upon the party wall area a suitable substitute party wall ("substitute party wall") as may reasonably be required for any building which that party is erecting or intending to erect as well as for the continued support and integrity of the other party's property and all other buildings affected. To avoid doubt, the Exercising Party shall pay according to clause 9A(1)(f).
- (c) If a party wall requires demolition for any reason other than pursuant to sub-clause (b) above, the parties shall proceed to build a substitute party wall and the costs of demolition and erection shall be shared equally between them.
- (d) The construction of any party wall, any substitute party wall and any modification to any party wall shall be carried out:
 - (i) with the requisite degree of skill, efficiency and knowledge which is possessed by those of ordinary skill, competency and standing in the particular trade or business for which the work is carried out;
 - (ii) in accordance with plans and specifications approved by the Grantor and Grantee (such approval not to be unreasonably withheld) before any work (including any demolition work) is commenced;
 - (iii) in accordance with the requirements of: all relevant legislation, regulations and codes of practice; and the local authority having jurisdiction; and all applicable consents or permits;
 - (iv) with all reasonable speed;
 - (v) in such a manner so as to cause as little disturbance and nuisance as reasonably possible to the buildings having use of the party wall and the owners and occupiers of the neighbouring properties; and
 - (vi) in such a manner so as to ensure that the party wall, and the buildings supported by the party wall, shall not be rendered unstable or unsafe or jeopardised in any manner.
- (e) A party exercising any right under this clause 9A shall make good, at the expense of that party, any damage caused to the other building (and any related improvements of the other building) having use of the party wall.
- (f) A party shall not be liable to contribute towards the cost of erection, reinstatement, repair or modification of a party wall where the Exercising Party exercises or has exercised its rights to demolish under sub-clause (b) above, in which case the Exercising Party shall be solely liable for the cost of demolition of the existing party wall, and the construction of the substitute party wall, and any reinstatement required to any buildings or property affected.

Annexure Schedule 1

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Insert instrument type

Easement Instrument

Continued in additional Annexure Schedule, if required

- (g) Clause 11 of Schedule 5 to the Land Transfer Regulations 2018 applies to the party wall easement, except as expressly modified by this clause 9A.
 - (h) Any party wall erected pursuant to a party wall easement shall be and remain the common property of the Grantor and the Grantee who shall have equal rights to the use, ownership and enjoyment of the party wall for such period as either party requires a party wall easement.
- 4) If there is a conflict between the provisions of this easement and Land Transfer Regulations 2018, the provisions of this easement shall prevail.