

Covenants

Form 3

EASEMENT INSTRUMENT TO GRANT EASEMENT OR *PROFIT A PRENDRE*, OR CREATE LAND COVENANT

SECTIONS 90A AND 90F, LAND TRANSFER ACT 1952

Land Registration District
Hawkes Bay

EI 6400416.7 Easement I

Cpy - 01/01, Pgs - 007, 28/04/05, 14:12



DocID: 411288451

Grantor

Surname must be underlined

Philip Martin HEWITT, Margaret Una HEWITT and Roger Andrew BRONTE

Grantee

Surname must be underlined


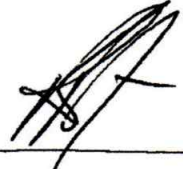
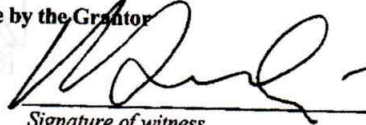
Philip Martin HEWITT, Margaret Una HEWITT and Roger Andrew BRONTE

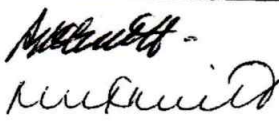

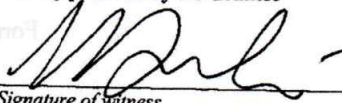
Grant * of easement or creation or covenant

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 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).

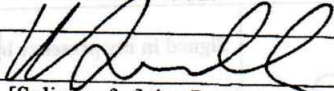
Dated this 13th day of December 2004

Attestation

 	Signed in my presence by the Grantor
	 Signature of witness
Signature [common seal] of Grantor	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name HUGH EDWARD STAPLES HAMILTON
	Occupation Solicitor Davidson Armstrong & Campbell Address Waipukurau

 	<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 HUGH EDWARD STAPLES HAMILTON</p> <p>Occupation Solicitor</p> <p>Address Davidson Armstrong & Campbell Waipukurau</p>
<p>Signature [common seal] of Grantee</p>	

Certified correct for the purposes of 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.

JLA-243773-11-D5-V1:RKC

EASEMENT CERTIFICATE

IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein.

Correct for purposes of the Land Transfer Act

(Solicitor for) the registered proprietor

559327.1 Transfer Surrender of the Right of Way set out herein over part Lot 2 D.P. 16083 (pt C.T. H4/347) appurtenant to Lot 1 D.P. 22125 (pt C.T. H3/349) - 12.7.1991 at 11.05a.m.

D.L.R.

570285.1 Transfer Surrender of the Right of Way set out herein over part Lot 2 D.P. 16083 (pt C.T. P2/1295) appurtenant to Lots 1,2,3,4,5,6,7,8 and 9 D.P. 22674 (pt C.T. H4/349) - 19.3.1992 at 9.52a.m.

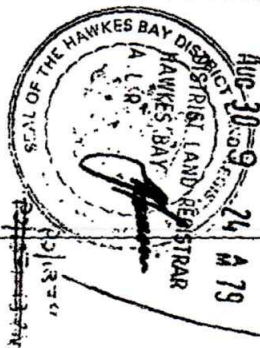
D.L.R.

570285.2 Transfer Surrender of the Right of Way set out herein over part Lot 3 D.P. 16083 (pt C.T. P1/721) appurtenant to Lots 1,2,3,4,5,6,7,8 and 9 D.P. 22674 (pt C.T. H4/349) - 19.3.1992 at 9.52a.m.

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

District Land Registrar
Assistant
of the District of

Davidson Mackie and Armstrong
Solicitors
WAIPUKURAU



Handwritten notes and stamps: 12/12/95, 19/3/92, 369092.2, H4/347, 348, 349, and a circled cross symbol.

N.B. On no account should this margin be used

N.B. On no account should this margin be used

in duplicate

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements: Nil

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Dated this 7th day of July 1979

Signed by the above-named DAVID
ASHCROFT RICKEY

DAVID RICKEY

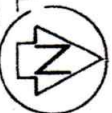
in the presence of

Witness

Occupation

Address

Schedule of Proposed Statements			
Type	Letter	Statement	Dominant Ten
Right of Way	(A)	Pt Lot 2	Plan 7 D.R. 462
Right of Way	(B)	Pt Lot 3	Plan 7 D.R. 462



It is hereby certified pursuant to Sec 62(1) of the Town and Country Planning Act 1972 that this plan complies with the requirements and provisions of every other operative district scheme relating to the land in the plan and that the statement of the plan and a resolution passed by the Hopukurau District Council in support of the plan is approved and pursuant to Section 198 of the Counties Act 1966 approved by the Councils of the County of Hawke's Bay and the County of Wairarapa.

In witness whereof the Common Seal of the District of Hopukurau was hereunto affixed this 24th day of March 1979 in the presence of

Chairman
Principal Officer

Approved Regional Owner.

Signature

Total Area 126.9730 ha
Comprised in CT 44/1160 Ltd (Part)

I, Graham Christopher Robinson, Deputy of the Registrar, hereby certify that this plan has been made from surveys executed by me or under my direction, that both plans and surveys are correct and have been made in accordance with the regulations under the Surveyors Act 1986.

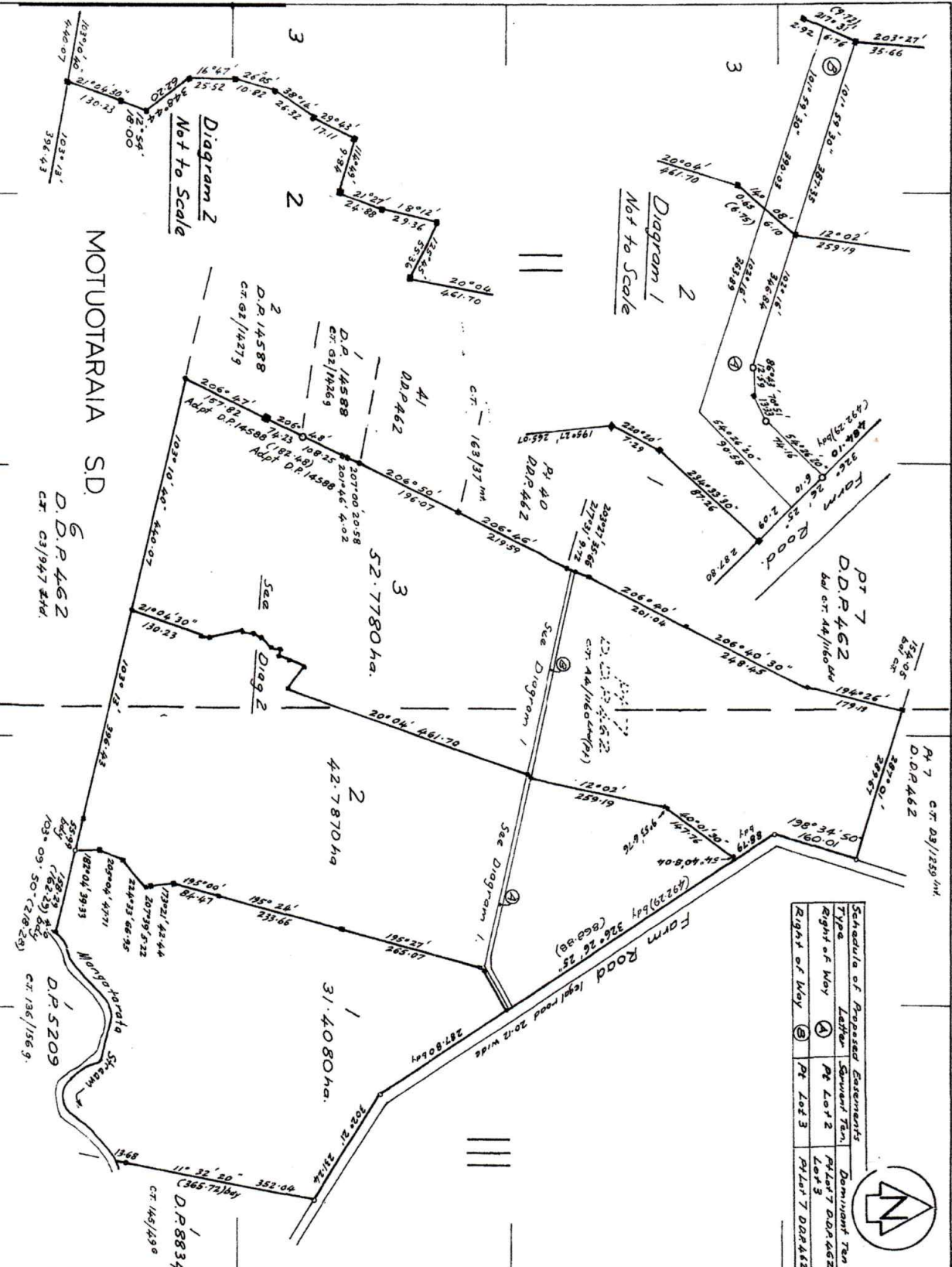
Dated at Napier this 27th day of May 1979 Signature *G. C. Robinson*

Field Book 1277 B 97-103 Traverse Book 93 is 25-29 50.4523
Reference Plans D.R. 462, D.R. 834, D.R. 14585
Examined *M. C. H. H.* Correct *M. C. H. H.*

Approved as to Survey

26/7/79 *Signature* Chief Surveyor
Deposited this 30th day of August 1979
Signature Land Registrar

File Received 12.6.79. 16083
Instructions



77-134, D.A. RICKY

LAND DISTRICT Hawkes Bay
SURVEY BLK. 8 DIST. 116/Motutaraia.

NZMS SHEET NO.

PLAN OF LOTS 1-3
Formerly Part Lot 7 Deeds Plan 462

LOCAL AUTHORITY Wairarapa District
Surveyed by Dagg and Thorn
Scale 1:5000 Date May 1979

369092.2 EC

Approved by the District Land Registrars: North Auckland 4221/75. South Auckland H.008116/1974. Canterbury 957768. Marlborough 75776. Gisborne 112239/9. Hawkes Bay 303051. Taranaki 217464.1. Wellington A038045. Westland 45629.

EASEMENT CERTIFICATE

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

I, DAVID ASHCROFT RICKEY of Waipukurau, Farmer

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Napier on the 30th day of August 19 79 under No. 16083 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE
DEPOSITED PLAN NO. 16083

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 2	Marked 'A'	Part Lot 7 Deposited Plan 462 Lot 3 D.P. 16083	H4/347, 348, 349
Right of Way	Lot 3	Marked 'B'	Part Lot 7 Deposited Plan 462	H4/348, 349

N.B. On no account should this margin be used

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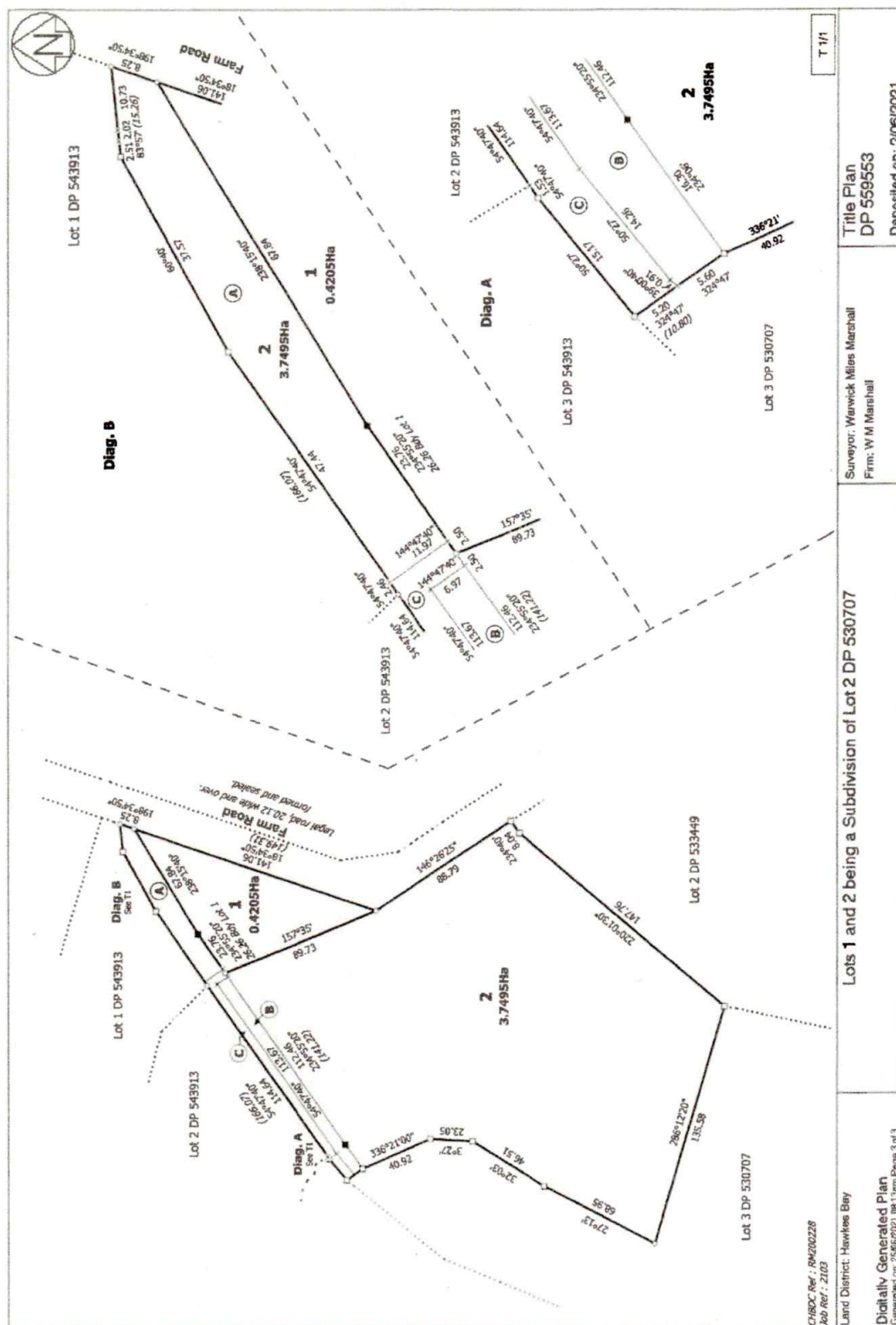
1. Rights and powers: Nil

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N.B. On no account should this margin be used

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This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

SALLIE YVONNE BARBER

Grantee

SALLIE YVONNE BARBER

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

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	A on DP 559553	Lot 2 DP 559553 (RT 985516)	Lot 1 DP 559553 (RT 985515)
Right to convey water	A on DP 559553	Lot 2 DP 559553 (RT 985516)	Lot 1 DP 559553 (RT 985515)

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

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 by the provisions set out in Annexure Schedule A.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Annexure Schedule A

Easement Instrument

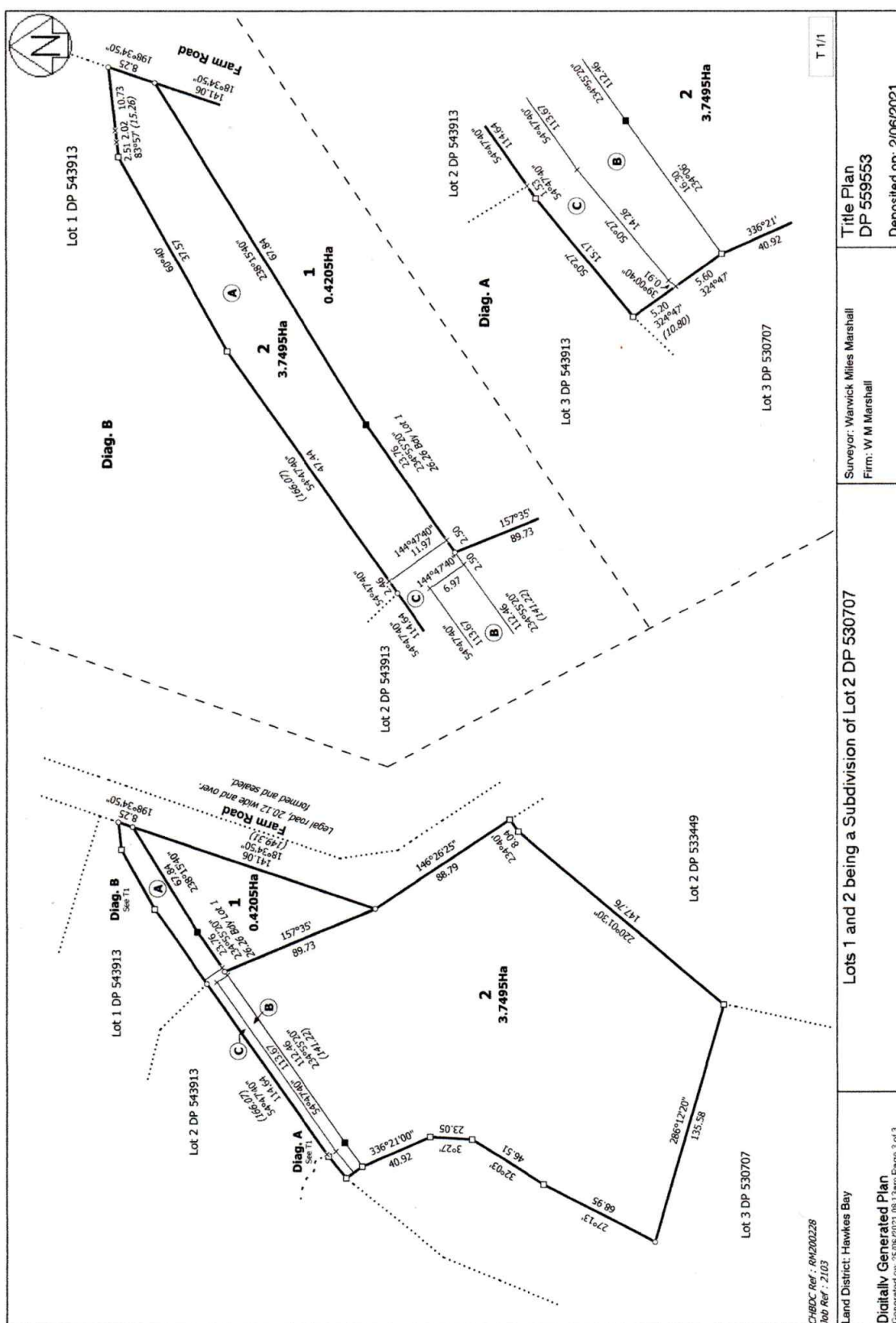
Page **2** of **2** pages

1. Where there is a conflict between the provisions of Schedule 5 to the Land Transfer Regulations 2018 (called "the LTR") and Schedule 5 of the Property Law Act 2007 (called "the PLA"), the provisions of the PLA must prevail.
2. Where there is a conflict between the provisions of the LTR and/or the PLA, and the modifications in this easement instrument, the modifications must prevail.

Easement or Profit	Benefited Land (Record of Title) or Gross	Burdened Land (Record of Title)	Particulars of the Easement or Profit
Right of Way	Lot 1 DP 22823 (RT 98231)	Lot 2 DP 22823 (RT 98231)	A on DP 22823
Right to Convey Water	Lot 1 DP 22823 (RT 98231)	Lot 3 DP 22823 (RT 98231)	A on DP 22823

Easements or profits or profits and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified cases of easement and profit are prescribed by the Land Transfer Regulations 2018 and the Schedule 5 of the Property Law Act 2007.



ANNEXURE SCHEDULE 2

The Grantor **COVENANTS** with the Grantee so as to bind the registered proprietors from time to time of the servient tenement for the benefit of the dominant tenement as follows:

1. Not to erect on any part of the servient tenement any residential dwelling other than a new residential home and associated out buildings built of new materials.
2. Not to erect on any part of the servient tenement any other buildings or constructions (excluding post & wire or post & rail fences) unless they are constructed with new materials.
3. Once construction has been substantially completed not to bring on or to allow to remain on the land any temporary building, caravan or any other form of temporary accommodation on any part of the servient tenement unless garaged or screened from neighbouring properties so as to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to the residents in the neighbourhood.
4. Not to use the land for animal boarding or breeding kennels or a poultry farm, and not to allow any animals kept on the land to become a nuisance to residents in the subdivision.
5. Not to require the Grantor to supply water to the Grantee.
6. If there should be any breach or non observance of any of the foregoing covenants and without prejudice to any other liability which the Grantor may have to any person having the benefit of this covenant, the grantor will upon written demand being made by the Grantee or any of the registered proprietors of the lots:
 - (a) Pay to the person making such demands as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance continues after the date upon which written demand has been made;
 - (b) Remove or cause to be removed from the land any building or other structure erected or placed on the land in breach or non-observance of the foregoing covenants;
 - (c) Replace any building materials used in breach or non-observance of the foregoing covenants with new materials.



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7. **THE PARTIES AGREE** that the registered proprietor from time to time of the servient tenement shall as regards the foregoing stipulations and restrictions be liable only in respect of breaches thereof which may occur while that registered proprietor is the registered proprietor of the servient tenement.

Annexure Schedule 1

Easement instrument	Dated	Page of pages	
Schedule A		Continue in additional Annexure Schedule if required.	
Purpose (nature and extent) of easement, or covenant	Shown (plan reference)	Servient tenement (Identifier / CT)	Dominant tenement (Identifier / CT or in gross)
Land Covenant	Lots 1, 2 & 3 DP 322389 343665 1A	179280, 179281 and 179282	179283

EASEMENTS OR RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS, AND CONDITIONS)

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~~ ~~negative~~ ~~added to~~ or ~~substituted~~ by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.]

[the provisions set out in the 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]