

Easement instrument to grant easement or *profit a prendre*, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

200916229EF

APPROVED

Registrar-General of Land

Grantor

WFH PROPERTIES LIMITED

Grantee

WFH PROPERTIES LIMITED

Grant of Easement or *Profit a prendre* or Creation of 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) a 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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	See attached Annexure Schedule	See attached Annexure Schedule	See attached Annexure Schedule

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

Easements or *profits a 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 2002 and/or Schedule Five of the Property Law Act 2007~~

The implied rights and powers are hereby **[substituted]** _____ by:

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

[the provisions set out in Annexure Schedule _____]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 15-5A of the Land Transfer Act 1952]

[Annexure Schedule 2]

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

ANNEXURE SCHEDULE 2

The Grantee when registered proprietor of the land formerly contained in Unique Identifier 836326 subdivided the land into lots in the manner shown and defined on Deposited Plan 527534 (hereinafter referred to as the “the Plan”).

WHEREAS it is the Grantee’s intention to create a high quality subdivision. To enable this to occur it is the Grantors intention to create for the benefit of the land set out in Schedule 2C (hereinafter referred to as the “Dominant Lots”) the land covenant set out in Schedule 2B over the land set out in Schedule 2A (hereinafter referred to as the “Servient Lots”)

AND so as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Grantor **DOTH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule 2B hereto so that the covenant runs with the Servient Lots set out in Schedule 2A for the benefit of each of the respective Dominant Lots as described in Schedule 2C.

SCHEDULE “2A”

Lot No.	Certificate of Title	Lot No	Certificate of Title
37	850573	38	850574
39	850575	40	850576
41	850577	42	850578
43	850579	44	850580
45	850581	46	850582
47	850583	157	850567
158	850566	159	850565
160	850564	161	850563
162	850562	163	850561

SCHEDULE “2B”

1. As part of the earthworks for the subdivision which lead to the creation of the Servient Lots, WFH Properties Limited formed a vegetated earth batter which is locked into the ground by way of a Deadman in areas FA to FR. It is crucial that the Deadman remains undisturbed at all times.
2. In accordance with clause 1, the Grantor shall not permit or suffer in areas FA to FR:
 - 2.1. any disturbance of the land;
 - 2.2. any plantings (except for grass);
 - 2.3. the construction/erection of any buildings or structures;
 - 2.4. the storage of any items which may in any way affect the integrity of the slope stabilisation device; or
 - 2.5. any damage or alteration of the Deadman. Should any damage be caused, the Grantor shall immediately, at its own expense, rectify such damage and have the repairs signed off by a registered engineer.
3. WFH Properties Limited or its appointed agent reserves the right at any time to waive or vary any of these covenants and if called upon to do so the Grantor will sign any documentation required to give effect to this waiver and/or variation.

4. If there be any breach or non-observance of any of these covenants:
 - (a) there shall be no obligation on WFH Properties Limited to take any steps to enforce these covenants.
 - (b) if there is more than one Grantor for any Servient Lot the liability of the Grantors for the Servient Lot shall be joint and several.
 - (c) the Grantor in breach shall rectify any breach.

5. In the event of any dispute which cannot be resolved by agreement between the Grantor and the Grantee as to any matter relating to the abovementioned restrictive covenants, the same shall be resolved by arbitration under the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the nominee of the President of the New Zealand Law Society and the decision of that arbitrator shall be final and binding on the Parties.

6. The covenants in this instrument will cease to apply to any land that is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

SCHEDULE "2C"

Lot No.	Certificate of Title	Lot No	Certificate of Title
37	850573	38	850574
39	850575	40	850576
41	850577	42	850578
43	850579	44	850580
45	850581	46	850582
47	850583	157	850567
158	850566	159	850565
160	850564	161	850563
162	850562	163	850561