



Title Plan - LT 516756

Survey Number LT 516756
Surveyor Reference T3133
Surveyor Simon John Reid
Survey Firm CKL
Surveyor Declaration I Simon John Reid, being a licensed cadastral surveyor, certify that:
(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and
(b) the survey was undertaken by me or under my personal direction.
Declared on 08 May 2018 08:31 AM

Survey Details

Dataset Description EASEMENTS OVER SECTIONS 2 & 7 SO 490597
Status Approved as to Survey
Land District North Auckland
Submitted Date 08/05/2018
Survey Class Class A
Survey Approval Date 17/05/2018
Deposit Date

Territorial Authorities

Auckland Council

Comprised In

CT 728444

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Area A Deposited Plan 516756	Easement		
Area B Deposited Plan 516756	Easement		
Total Area		<hr/> 0.0000 Ha	

Schedule / Memorandum

Land Registration District

North Auckland

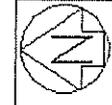
Plan Number

DP 516756

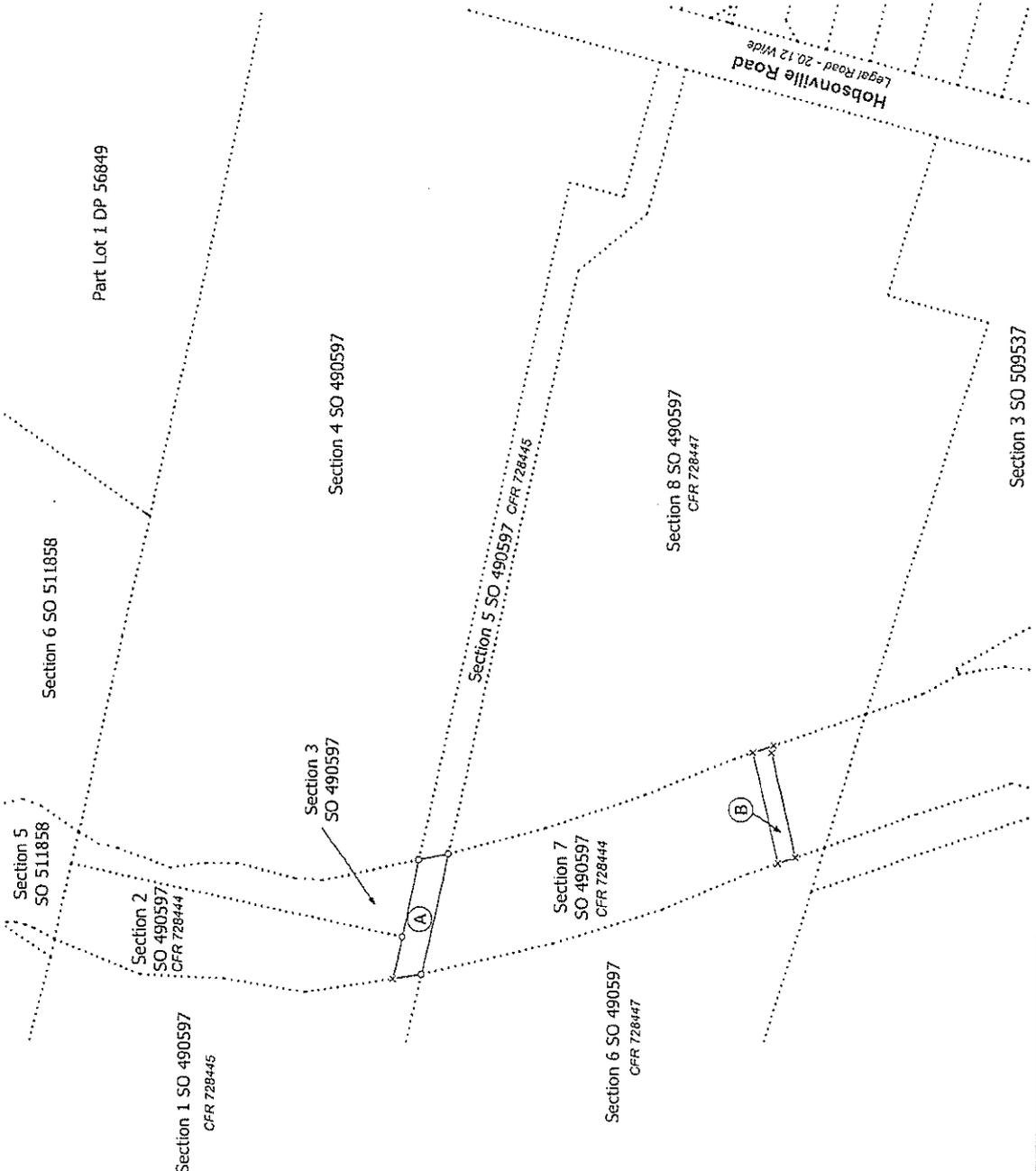
Territorial Authority (the Council)

Auckland Council

Schedule of Proposed Easements			
Purpose	Shown	Servient Tenement	Dominant Tenement
Right Of Way	A	Section 2 SO 490597	Section 1 SO 490597 Section 5 SO 490597
	B	Section 7 SO 490597	Section 6 SO 490597 Section 8 SO 490597

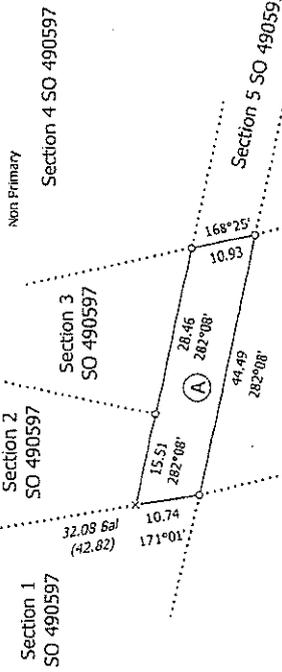


Diag. A
Non Primary



T 1/2

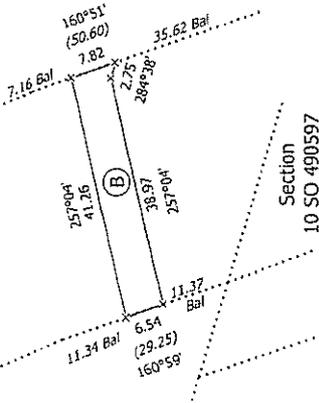
<p>Land District: North Auckland General Type: Parcels without Survey Information Digitally Generated Plan Generated on: 17/05/2018 08:13am Page 3 of 4</p>	<p>EASEMENTS OVER SECTIONS 2 & 7 SO 490597</p>	<p>Surveyor: Simon John Reid Firm: CKL</p>	<p>Title Plan LT 516756 Approved on: 17/05/2018</p>
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Section 6 SO 490597

Section 7 SO 490597

Section 8 SO 490597



T 2/2

<p>Land District: North Auckland Dataset Type: Percels without Survey Information Digitally Generated Plan Generated on: 17/05/2018 08:13am Page 4 of 4</p>	<p>EASEMENTS OVER SECTIONS 2 & 7 SO 490597</p>	<p>Surveyor: Simon John Field Firm: CKL</p>	<p>Title Plan LT 516756 Approved on: 17/05/2018</p>
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Instrument Type Grant of Easement Without Transfer

Affected Computer Register	Land District
728444	North Auckland
728447	North Auckland

Annexure Schedule Contains 6 Pages.

*** End of Report ***

B

Form B

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

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

AUCKLAND COUNCIL

Grantee

BELL NOMINEES LIMITED

Grant of Easement or *Profit à 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) 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)

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
Right of Way	Area shown B on DP 516756	Section 7 SO 490597 comprised in CIR 728444	CFR 728447

Form B - continued

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 2002 and/or Schedule Five 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 155A of the Land Transfer Act 1952]~~

the provisions set out in Annexure Schedule

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 _____]~~

Form L

Annexure Schedule

INTERPRETATION

In this schedule, unless the context requires otherwise,—

Easement Facility means that part of the surface of the land described as the Easement Area; **Grantee;**

- (a) means the registered proprietor from time to time of the Dominant Land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantee including the general public.

Grantor, —

- (a) means the registered proprietor from time to time of the Servient Land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

Repair and maintenance, in relation to an Easement Facility, includes the replacement of the Easement Facility;

Servient Land means—

- (a) the parcel of land over which this easement is registered and that is described as "Servient Tenement" in Schedule A of this instrument; and
- (b) the Easement Area.

Easement Area, means the right of way that—

- (a) is shown marked "B" on a plan prepared for the purpose of specifying the easement; and
- (b) is referred to in this instrument.

RIGHTS AND POWERS UNDER EASEMENTS GRANTING CERTAIN RIGHTS

1 RIGHT OF WAY

1.1 A right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go, pass, and re-pass over and along the Easement Facility.

1.2 The right to go, pass, and re-pass over and along the Easement Facility is limited to the right to go, pass, and re-pass over and along the Easement Facility —

- (a) vehicle, machinery, or implement; or
- (b) domestic animal or (if the servient land is rural land) farm animal.

1.3 A right of way includes—

- (a) the right to establish a driveway and culvert, to repair and maintain an existing driveway, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
- (b) the right to have the Easement Facility kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the pathway.

1.4 The Grantee acknowledges that this grant of Right of Way is for the Grantee's rural

purposes as at the time of this grant only and that at such time as:

- (a) the Dominant Tenement is developed in whole or in part for housing or industrial purposes; or
- (b) any alternative access becomes available between the two areas of land that constitute the Dominant Tenement

then the Grantee will on the application of the Grantor surrender this Right of Way and will sign any documents or authorities necessary to give effect to this surrender.

2. GENERAL RIGHTS

2.1 All the easements referred to in this schedule include—

- (a) If no suitable Easement Facility exists, the right to lay, establish and construct an Easement Facility reasonably required by the Grantee (including the right to excavate land for the purpose of that construction);
- (b) the right to use any Easement Facility already situated on the Easement Area for the purpose of the easement granted; and
- (c) the right to enter on the Servient Land by any reasonable route and with all necessary tools, vehicles and equipment, to inspect the Easement Facility.

2.2 Subject to clauses 3 and 4, neither party shall:

- (a) do anything or allow anything to be done on the Servient Land that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Facility; and/or
- (b) place any obstruction on the Easement Area or allow any obstruction to the use and enjoyment of the Easement Facility, including but whether by parked vehicle, structures, gates, fences, other improvements, plants, trees, shrubs, rubbish or otherwise.

2.3 The Grantee releases the Grantor from all liability of any nature for any claims, loss, costs, and damages of any nature whatsoever, arising from the exercise or non-exercise by the Grantee of its rights and obligations under the easements created by this instrument.

2.4 The Grantee indemnifies the Grantor for any claims, loss, costs, and damages of any nature whatsoever, that the Grantor suffers or incurs directly or indirectly because of:

- (a) the exercise or non-exercise by the Grantee of its rights and obligations under the easements created by this instrument;
- (b) any failure by the Grantee to carry out any of its obligations under the easements created by this instrument.

2.5 The Grantee must not drive or permit to be driven on any part of the Easement Area any vehicle at a speed greater than 10 kilometres per hour.

3. REPAIR, MAINTENANCE, AND COSTS

3.1 The Grantee is responsible for arranging the prompt repair, maintenance and replacement of the Easement Facility, and for the associated costs, so as to keep the facility in good working order and to prevent it from becoming a danger or nuisance.

3.2 The Grantee will not be entitled to any contribution from the Grantor unless any specific use by the Grantor has directly led to the need for repairs.

4. RIGHTS OF ENTRY

4.1 For the purpose of performing any duty or in the exercise of any rights conferred under this easement instrument, the Grantee may—

- (a) enter upon the Servient Land by a reasonable route and with all necessary tools, vehicles, equipment and materials; and
- (b) remain on the Servient Land for a reasonable time for the sole purpose of completing the necessary work; and
- (c) leave any vehicles, equipment or materials on the Servient Land for a reasonable time if work is proceeding

4.2 The Grantee must ensure that:

- (a) as little damage or disturbance as possible is caused to the Servient Land or to the Grantor; and
- (b) all work carried out in accordance with the provisions of this easement instrument is performed in a proper and workmanlike manner;
- (c) all work carried out in accordance with the provisions of this easement instrument is completed promptly.

4.3 The Grantee must immediately make good any damage done to the Servient Land by restoring the surface of the land as nearly as possible to its former condition.

4.4 The Grantee must compensate the Grantor for all damages caused by the work carried out in accordance with the provisions of this easement instrument to any buildings, erections, fences or anything else on the Servient Land.

4.5 The Grantee's right of entry in clause 4.1 may be exercised at any reasonable time during normal business hours and outside of those hours on reasonable prior written notice to the Grantor.

5. **DEFAULT**

5.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement instrument,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation;
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Servient Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation;
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6. **DISPUTES**

6.1 If a dispute in relation to the easement arises between parties who have a registered interest under the easement (including disputes relating to the payment of maintenance and repair costs),—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being

given (or any longer period agreed by the parties),—

- (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the Auckland branch of the New Zealand Law Society.

7. REGULATORY

7.1 This easement instrument does not bind the Grantor in its capacity as a regulatory authority in any way and any consent or agreement the Grantor gives under this easement instrument is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Grantor is entitled to consider all applications to it without regard to this easement instrument. The Grantor will not be liable to the Grantee if, in its regulatory capacity, the Grantor declines or imposes conditions on, any consent or permission that the Grantee or the Grantor or anyone else seeks for any purpose associated with this easement instrument.

8. STATUTORY RIGHTS AND POWERS

8.1 The rights in this easement instrument are in substitution for the rights set out in the Fifth Schedule of the Property Law Act 2007 and Schedule 4 of the Land Transfer Regulation 2002 but otherwise this easement does not affect any statutory powers which the Grantor or Grantee may have.

9. MISCELLANEOUS

9.1 The Grantee must not surrender, merge, modify, or extinguish the easements created by this instrument without the prior consent of the Grantor.



Form B

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

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

AUCKLAND COUNCIL

Grantee

BELL NOMINEES LIMITED

Grant of Easement or *Profit à 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) 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)

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
Right of Way	Area shown A on DP 516756	Section 2 SO 490597 comprised in CIR 728444	CFR 728445

Form B - continued

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 2002 and/or Schedule Five 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 155A of the Land Transfer Act 1952}~~

the provisions set out in Annexure Schedule

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 _____}~~

Form L

Annexure Schedule

INTERPRETATION

In this schedule, unless the context requires otherwise,—

Easement Facility means that part of the surface of the land described as the Easement Area;

Grantee;

- (a) means the registered proprietor from time to time of the Dominant Land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantee including the general public.

Grantor, —

- (a) means the registered proprietor from time to time of the Servient Land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

Repair and maintenance, in relation to an Easement Facility, includes the replacement of the Easement Facility;

Servient Land means—

- (a) the parcel of land over which this easement is registered and that is described as "Servient Tenement" in Schedule A of this instrument; and
- (b) the Easement Area.

Easement Area, means the right of way that—

- (a) is shown marked "A" on a plan prepared for the purpose of specifying the easement; and
- (b) is referred to in this instrument.

RIGHTS AND POWERS UNDER EASEMENTS GRANTING CERTAIN RIGHTS

1. RIGHT OF WAY

- 1.1 A right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go, pass, and re-pass over and along the Easement Facility.
- 1.2 The right to go, pass, and re-pass over and along the Easement Facility is limited to the right to go, pass, and re-pass over and along the Easement Facility —
 - (a) vehicle, machinery, or implement; or
 - (b) domestic animal or (if the servient land is rural land) farm animal.
- 1.3 A right of way includes—
 - (a) the right to establish a driveway and culvert, to repair and maintain an existing driveway, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - (b) the right to have the Easement Facility kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the pathway.
- 1.4 The Grantee acknowledges that this grant of Right of Way is for the Grantee's rural

purposes as at the time of this grant only and that at such time as:

- (a) the Dominant Tenement is developed in whole or in part for housing or industrial purposes; or
- (b) any alternative access becomes available between the two areas of land that constitute the Dominant Tenement

then the Grantee will on the application of the Grantor surrender this Right of Way and will sign any documents or authorities necessary to give effect to this surrender.

2. GENERAL RIGHTS

2.1 All the easements referred to in this schedule include—

- (a) if no suitable Easement Facility exists, the right to lay, establish and construct and Easement Facility reasonably required by the Grantee (including the right to excavate land for the purpose of that construction);
- (b) the right to use any Easement Facility already situated on the Easement Area for the purpose of the easement granted; and
- (c) the right to enter on the Servient Land by any reasonable route and with all necessary tools, vehicles and equipment, to inspect the Easement Facility.

2.2 Subject to clauses 3 and 4, neither party shall:

- (a) do anything or allow anything to be done on the Servient Land that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Facility; and/or
- (b) place any obstruction on the Easement Area or allow any obstruction to the use and enjoyment of the Easement Facility, including but whether by parked vehicle, structures, gates, fences, other improvements, plants, trees, shrubs, rubbish or otherwise.

2.3 The Grantee releases the Grantor from all liability of any nature for any claims, loss, costs, and damages of any nature whatsoever, arising from the exercise or non-exercise by the Grantee of its rights and obligations under the easements created by this instrument.

2.4 The Grantee indemnifies the Grantor for any claims, loss, costs, and damages of any nature whatsoever, that the Grantor suffers or incurs directly or indirectly because of:

- (a) the exercise or non-exercise by the Grantee of its rights and obligations under the easements created by this instrument;
- (b) any failure by the Grantee to carry out any of its obligations under the easements created by this instrument.

2.5 The Grantee must not drive or permit to be driven on any part of the Easement Area any vehicle at a speed greater than 10 kilometres per hour.

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4. RIGHTS OF ENTRY

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- (a) enter upon the Servient Land by a reasonable route and with all necessary tools, vehicles, equipment and materials; and
 - (b) remain on the Servient Land for a reasonable time for the sole purpose of completing the necessary work; and
 - (c) leave any vehicles, equipment or materials on the Servient Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that:
- (a) as little damage or disturbance as possible is caused to the Servient Land or to the Grantor; and
 - (b) all work carried out in accordance with the provisions of this easement instrument is performed in a proper and workmanlike manner;
 - (c) all work carried out in accordance with the provisions of this easement instrument is completed promptly.
- 4.3 The Grantee must immediately make good any damage done to the Servient Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.4 The Grantee must compensate the Grantor for all damages caused by the work carried out in accordance with the provisions of this easement instrument to any buildings, erections, fences or anything else on the Servient Land.
- 4.5 The Grantee's right of entry in clause 4.1 may be exercised at any reasonable time during normal business hours and outside of those hours on reasonable prior written notice to the Grantor.
- 5. DEFAULT**
- 5.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement instrument,—
- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation;
 - (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Servient Land;
 - (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation;
 - (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.
- 6. DISPUTES**
- 6.1 If a dispute in relation to the easement arises between parties who have a registered interest under the easement (including disputes relating to the payment of maintenance and repair costs),—
- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
 - (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
 - (c) if the dispute is not resolved within 14 working days of the written particulars being

given (or any longer period agreed by the parties),—

- (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the Auckland branch of the New Zealand Law Society.

7. REGULATORY

- 7.1 This easement instrument does not bind the Grantor in its capacity as a regulatory authority in any way and any consent or agreement the Grantor gives under this easement instrument is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Grantor is entitled to consider all applications to it without regard to this easement instrument. The Grantor will not be liable to the Grantee if, in its regulatory capacity, the Grantor declines or imposes conditions on, any consent or permission that the Grantee or the Grantor or anyone else seeks for any purpose associated with this easement instrument.

8. STATUTORY RIGHTS AND POWERS

- 8.1 The rights in this easement instrument are in substitution for the rights set out in the Fifth Schedule of the Property Law Act 2007 and Schedule 4 of the Land Transfer Regulation 2002 but otherwise this easement does not affect any statutory powers which the Grantor or Grantee may have.

9. MISCELLANEOUS

- 9.1 The Grantee must not surrender, merge, modify, or extinguish the easements created by this instrument without the prior consent of the Grantor.