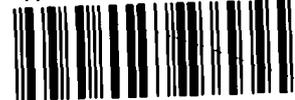


Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 7434785.13 Easement

Cpy - 01/01, Pgs - 008, 25/06/07, 13:33



Land registration district

SOUTH AUCKLAND

Grantor

Surname(s) mu.

PIO LAND COMPANY LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

PIO LAND COMPANY LIMITED and ~~BINNIE ROAD LIMITED~~
TEAL DEVELOPMENTS NO. 1 LIMITED

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 1st day of June 2007

Attestation

 Brian William Robbins Director	Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>SUSAN MARGARET ADAMS</u> Occupation <u>Receptionist</u> Address <u>Katikati</u>
	Signature [common seal] of Grantor

 Brian William Robbins Director	Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>SUSAN MARGARET ADAMS</u> Occupation <u>Receptionist</u> Address <u>Katikati</u>
	Signature [common seal] of Grantee

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

318108-3181130

(13)

EI
50 + 50 = 100

[Signature]

[Solicitor for] the Grantee

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

Annexure Schedule 1



Easement instrument

Dated

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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)
	373467		
Right of Way and to convey water, electricity and Telecommunications	A	318121	318122
	B	318122	318121
Right of Way and to convey water electricity and Telecommunications	C	318114	318115 & 318116
	P	318113	318112, 318114, 318115 & 318116
Right to drain sewage	N	318124	318125
	L & M	318127	318126
	K	318128	318126 & 318127
Right to drain water	AF	318128	318129 & 318130
Height restriction	I (see Schedule B)	318119	318118
Land covenants		See Annexure Schedules C & D	See Annexure Schedules C & D

Fencing Covenant as defined in Section 2 Fencing Act 1978 in favour of the grantee over land in Schedule C in favour of respective Lots in Schedule C.

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Easements or profits à prendre 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]** **[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 ~~X~~ s B, C & D

All signing parties and either their witnesses or solicitors must sign or initial in this box

[Handwritten signatures]

Annexure Schedule



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

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(Continue in additional Annexure Schedule, if required.)

"Annexure Schedule 2"

- 1. RIGHT OF WAY
The same rights and powers as set out in paragraph 6 of the Fourth Schedule to the Land Transfer Regulations 2002 and Ninth Schedule to the Property Law Act 1952.
- 2. RIGHT TO CONVEY WATER
The same rights and powers as set out in paragraph 3 of the Fourth Schedule to the Land Transfer Regulations 2002.
- 3. RIGHT TO CONVEY ELECTRICITY
The same rights and powers as set out in paragraph 7 of the Fourth Schedule to the Land Transfer Regulations 2002.
- 4. RIGHT TO CONVEY TELECOMMUNICATIONS
The same rights and powers as set out in paragraph 8 of the Fourth Schedule to the Land Transfer Regulations 2002.
- 5. RIGHT TO DRAIN WATER
The same rights and powers as set out in paragraph 4 of the Fourth Schedule of the Land Transfer Regulations 2002.
- 6. RIGHT TO DRAIN SEWAGE
The same rights and powers as set out in paragraph 4 of the Fourth Schedule of the Land Transfer Regulations 2002.

TOGETHER WITH, IN RESPECT OF ALL THE SAID EASEMENTS the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule of the Land Transfer Regulations 2002 save that:

- (a) Any maintenance, repair or replacement of any easement facility set out herein that is necessary because of any act or omission by any user (being either or all the owners of the dominant and servient tenements) of the easement facility (which includes any of their agents, employees, contractors, subcontractors or invitees of the user) must be carried out promptly by that user at the sole cost of that user or in such proportion as relates to the act or omission.
- (b) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail.
- (c) Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

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

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(Continue in additional Annexure Schedule, if required.)

Schedule B

- The Grantor will not erect or permit to be erected any building, structure or appurtenances, nor permit any tree, shrub, plant or vegetation within area I or Lot 18 DP 373467 to exceed the level of the restrictive horizontal plane of 10.35 metres above the Moturiki datum.

Schedule C

Servient Lots

Lot 1 DP 373467 – CT 318108
 Lot 2 DP 373467 – CT 318109
 Lot 3 DP 373467 – CT 318110
 Lot 4 DP 373467 – CT 318111
 Lot 5 DP 373467 – CT 318112
 Lot 6 DP 373467 – CT 318113
 Lot 7 DP 373467 – CT 318114
 Lot 8 DP 373467 – CT 318115
 Lot 9 DP 373467 – CT 318116
 Lot 10 DP 373467 – CT 318117
 Lot 11 DP 373467 – CT 318124
 Lot 12 DP 373467 – CT 318125
 Lot 13 DP 373467 – CT 318126
 Lot 14 DP 373467 – CT 318127
 Lot 15 DP 373467 – CT 318128
 Lot 16 DP 373467 – CT 318129
 Lot 18 DP 373467 – CT 318119
 Lot 19 DP 373467 – CT 318120
 Lot 20 DP 373467 – CT 318121
 Lot 21 DP 373467 – CT 318122
 Lot 22 DP 373467 – CT 318123

Dominant Lots

Lot 1 DP 373467 – CT 318108
 Lot 2 DP 373467 – CT 318109
 Lot 3 DP 373467 – CT 318110
 Lot 4 DP 373467 – CT 318111
 Lot 5 DP 373467 – CT 318112
 Lot 6 DP 373467 – CT 318113
 Lot 7 DP 373467 – CT 318114
 Lot 8 DP 373467 – CT 318115
 Lot 9 DP 373467 – CT 318116
 Lot 10 DP 373467 – CT 318117
 Lot 11 DP 373467 – CT 318124
 Lot 12 DP 373467 – CT 318125
 Lot 13 DP 373467 – CT 318126
 Lot 14 DP 373467 – CT 318127
 Lot 15 DP 373467 – CT 318128
 Lot 16 DP 373467 – CT 318129
 Lot 18 DP 373467 – CT 318119
 Lot 19 DP 373467 – CT 318120
 Lot 20 DP 373467 – CT 318121
 Lot 21 DP 373467 – CT 318122
 Lot 22 DP 373467 – CT 318123

Operative Provision

So as to bind each of the servient lots for the benefit of each of the other dominant lots, the Grantor and the Grantee **COVENANT AND AGREE** as set out in Schedule D so as the covenants contained therein run with the servient lots for the benefit of the respective dominant lots as described in Schedule C.

Schedule D

- Not without the consent of the Pio Land Company Limited, to erect or permit to be erected any building other than a new residential home and ancillary buildings; nor to permit or allow the removal onto the property of any pre-built transportable or relocatable house or existing house which has previously been lived in. No building works or improvements (including site works) shall commence until the Pio Land Company Limited or its appointee has provided written approval to the plans, specifications and site plans of the proposed works. The Pio Land Company Limited shall have absolute discretion to withhold such approval should it consider that such proposed works do not conform to the standard desirable for development within the subdivision.

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Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

- (b) To construct any dwelling with a minimum of 60% of the non-glazed exterior cladding of the dwelling consisting of any of the following materials; kiln-fired or concrete brick, stucco textured finish, stone or timber, pre-finished metal or weatherboard construction or any other new exterior cladding material for which the Grantor first obtained the Pio Land Company Limited's consent in writing. Any dwelling with an exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base material.
- (c) Not to use any metal clad roof that has not been factory pre-painted or any roofing material which will create a glare offensive to adjoining property owners.
- (d) Not to permit or suffer the erection of any temporary building or structure upon the land except as may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of work.
- (e) Not at any time other than in relation to the erection of the dwelling and associated buildings to bring on to or allow to remain on the land or any internal road of the subdivision any temporary dwelling, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened so as to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers shall be regularly located on the street or footpath.
- (f) Not to permit any building or associated works in the course of construction to be left without substantial work being carried out for a period exceeding 2 months and will complete construction of any such building within 9 months of commencement of work and shall within 3 months thereafter construct in a proper and tradesman like manner a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, or tar sealing and have established a lawn.
- (g) Not to permit or suffer the use of the land other than for residential purposes nor to erect or permit to be erected any more than one single family dwelling house on the land.
- (h) Not to permit or suffer the said land to be occupied or used as a residence unless the building on the property has been substantially completed in accordance with the terms of this agreement and the buildings meet the requirements of the appropriate local authority.
- (i) The use of adjacent or abutting land in footpaths for access, stockpiling and storage and materials and dumping of rubbish is strictly prohibited, provided however, that the Grantor or the Grantor's agent or invitees may have access across any other site upon obtaining written approval from the Grantee. The Grantor shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Grantor's use of the land directly or indirectly through the Grantor's actions or those of the Grantor's agents or invitees.
- (j) To keep and maintain in a neat and tidy condition and prevent from becoming unsightly, the section and the Council owned road frontage of the section.

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Annexure Schedule



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

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(Continue in additional Annexure Schedule, if required.)

- (k) Not to erect or allow to be erected any fence constructed of corrugated iron or post and wire. All fence and retaining structures are to comply with local authority requirements, however, no fence shall exceed .75 metres in height above the finished ground level of the property within 3 metres of the front boundary inclusive of the front boundary of the property, no side boundary fence shall exceed 1.2 metres in height and no rear boundary fence shall exceed 1.8 metres in height.
- (l) To pay for construction and maintenance of any fence constructed on the boundary of any adjoining Council owned land and not to seek contribution from the Council or the Pio Land Company Limited for such construction or maintenance cost.
- (m) Not to stockpile or store earth, sand, pumice or other materials on the lot unless such materials are actually to be used in the construction and landscaping of a permanent dwelling or accessory building on the lot.
- (n) Not to display more than one advertisement, sign or hoarding of a commercial nature on any part of the land or building, such advertisement, sign or hoarding being first approved in writing by the Grantee, and complying with local authority ordinances.
- (o) Not to bring on to, raise, breed or keep any animals or livestock on the land or buildings except to keep a maximum of 3 animals limited to dogs and cats unless prior written approval is given by the Grantee. These animals shall not be allowed to become a nuisance to others in the subdivision and all dogs shall be controlled so as to prevent them from roaming the subdivision at will.
- (p) Not to construct any clothesline or letterbox except such clothesline or letterbox as may be aesthetically sensitive in terms of design and location, siting any clothesline in such a way as to not be highly visible from the street and siting any letterbox adjacent to but not in the road reserve. Such design, location and siting to be at the discretion of the Grantee.
- (q) To enhance the quality and appearance of attachments to the building (including but not necessarily limited to television antenna and solar hot water panels) and to construct such attachments so as to be discreetly integrated with the dwelling so they are not highly visible from the street, thoroughfare or adjacent properties.
- (r) 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 Pio Land Company Limited or any other registered proprietors of the lots:
 - (i) pay to the person making such demands as liquidated damages the sum of \$100 per day for every day that such breach or non observance continues after the date upon which written demand is being made;
 - (ii) remove or cause to be removed from the land any second hand or used dwelling house, garage, carport, building or other structure erected or placed on the land in breach or non observance of the foregoing covenants;
 - (iii) Replace any building materials used in breach or non observance of the foregoing covenants with new or not pre used material.

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[Handwritten signatures and initials]

Annexure Schedule



Insert type of instrument
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(Continue in additional Annexure Schedule, if required.)

(s) The Pio Land Company Limited shall at no time be under an obligation to exercise the right given to it hereunder and the Pio Land Company Limited shall not at any time be liable for any damage or loss which may be occasioned as a consequence of its decision to not exercise any such right.

(t) Where the Grantee is expressly referred to as Pio Land Company Limited in this instrument, Pio Land Company Limited reserves all those rights set forth in this instrument until such time as Pio Land Company Limited ceases to own the last allotment in its name in the subdivision Deposit Plan 373467, after which time, all of those rights shall revert to the Grantees who are from time to time the registered proprietors of the dominant tenements.

TO: THE DISTRICT LAND REGISTRAR

Please record the existence of the provisions of this Easement Instrument on each of the titles to both the servient and dominant lots.

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Annexure Schedule



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(Continue in additional Annexure Schedule, if required.)

Continuation of "Attestation"

~~Executed by BINNIE ROAD~~)
~~LIMITED as Grantee in the~~)
~~presence of:-~~)

EXECUTED by TEAL DEVELOPMENTS)
NO. 1 LIMITED as Grantee)
in the presence of:)

 J. Holwerda a Director.


P. Fanning
Solicitor
Tampere.

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