



View Instrument Details

Instrument No. 8626918.3
Status Registered
Date & Time Lodged 03 Nov 2010 13:29
Lodged By Taylor, Deanne Carol
Instrument Type Easement Instrument

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
475157	North Auckland
475158	North Auckland
475159	North Auckland
475160	North Auckland
NA706/218	North Auckland

Annexure Schedule: Contains 3 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 ☒
- I certify that the Mortgagee under Mortgage 6938702.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Deanne Carol Taylor as Grantor Representative on 17/11/2010 03:37 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 Deanne Carol Taylor as Grantee Representative on 17/11/2010 03:37 PM

*** End of Report ***

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

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

Grantor

SH 16 LIMITED

Grantee

SH 16 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, right to maintain and drain water and sewage, right to convey water, right to convey electricity, right to convey telecommunications and computer media and a right to convey gas.	A	Part Allotment 17, Parish of Makarau.	Lots 1, 2, 3 and 10 DP 419730
	B	Lot 10 DP 419730	Lot 1, 2 and 3 DP 419730
	C	Lot 1 DP 419730	Lots 3 and 10 DP 419730
	D	Lot 3 DP 419730	Lot 10 DP 419730

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]

Adding the proviso that, under no circumstances will the registered proprietor of Lot 10 DP 419370 (including their successors and assigns) be liable for any contributions towards the establishment, maintenance, upkeep, repair, or for any cost whatsoever, for the easements noted "C" and "D" on DP 419370.

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 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule—]~~

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc

Mortgage

Page of pages**Consentor**Surname must be underlined or in CAPITALS

BANK OF NEW ZEALAND

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Mortgagee under Mortgage No 6938702.2

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~~~section~~ of the ~~Act~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:
the subdivision shown on Plan LT 419730 together with the creation of easements and land covenants thereon

Dated this 14th day of October 20 10

AttestationSIGNED for and on behalf of
BANK OF NEW ZEALAND
by its Attorney

Mary Gode

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Katrina Rodgers

Occupation

Bank Officer
Auckland

Address

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.