

# View Instrument Details



**Instrument No** 8975890.4  
**Status** Registered  
**Date & Time Lodged** 07 February 2012 12:04  
**Lodged By** Van Dyk, Terri Maree  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

555469	Taranaki
555470	Taranaki

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**Annexure Schedule:** Contains 3 Pages.

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## 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 ☒

### Signature

Signed by Preston Edward Bulfin as Grantor Representative on 07/02/2012 11:03 AM

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## 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 Preston Edward Bulfin as Grantee Representative on 07/02/2012 11:04 AM

\*\*\* End of Report \*\*\*

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

2003/6180EF  
Approved  
Registrar-General of Land

Land registration district

Taranaki

BARCODE

**Grantor**

*Surname(s) must be underlined or in CAPITALS.*

Graeme John DUFFY (as to a 1/2 share)  
Anne DUFFY (as to a 1/2 share)

**Grantee**

*Surname(s) must be underlined or in CAPITALS.*


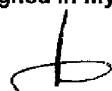
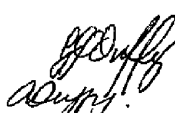

Graeme John DUFFY (as to a 1/2 share)  
Anne DUFFY (as to a 1/2 share)

**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 2nd day of February 2012

Attestation

 Signature [Common Seal] of Grantor	<p><b>Signed in my presence by the Grantor</b></p>  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name: PRESTON EDWARD BULFIN Occupation: HALLIWELLS: SOLICITOR Address: HAWERA
 Signature [Common Seal] of Grantee	<p><b>Signed in my presence by the Grantee</b></p>  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name: PRESTON EDWARD BULFIN Occupation: HALLIWELLS: SOLICITOR Address: HAWERA

Certified correct for the purposes of the 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.

## Annexure Schedule 1

2003/6180EF  
Approved  
Registrar-General of Land

Easement instrument

Dated 2nd February 2012 Page 2 of 3 pages

## 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)
Land Covenant		Lot 1 DP 443795	Lot 2 DP 443795

**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 provided in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

~~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].~~

~~[The provisions set out in Annexure Schedule 2].~~

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

as. JPD. J

## Annexure Schedule 1

2003/5038EF  
Approved  
Registrar-General of Land

\*Easement Instrument creating  
Land Covenant

Dated 2nd February 2012 Page 3 of 3 pages

\* Insert type of instrument.

Continue in additional Annexure Schedule if required.

1. Definition

1.1 Defined Terms - in this Land Covenant:

"Buildings" means any building or part of a building, any man-made structure of any kind.

"Dominant Tenement" means Lot 2 Deposited Plan 443795 (CT 555470)

"Servient Tenement" means Lot 1 Deposited Plan 443795 (CT 555469)

1.2 In this Land Covenant, a covenant to do something is also a covenant to permit or cause that thing to be done, and a covenant not to do something is also a covenant not to permit or cause that thing to be done.

2. Land Covenant

(a) In the event of the destruction or removal of any existing dwelling house on the Servient Tenement, the then proprietor of the Servient Tenement shall not erect or allow to be erected at any time, any residential buildings other than one new single dwelling house on the Servient Tenement. To the intent that at all times there shall not be any residential buildings, aside from one single dwelling house on the Servient Tenement.

(b) The present and any future proprietors of the Servient Tenement, will not permit or suffer the Lot to be used for any industrial purposes whatsoever, or erect or allow to be erected or sited thereon, any industrial buildings;

(c) The present and any future proprietors of the Servient Tenement will not permit or suffer the Lot to be used for any commercial purposes whatsoever, or erect or allow to be erected or sited thereon, any commercial buildings, without the Grantees written consent first being obtained by the Grantor;

(d) The present and any future proprietors of the Servient Tenement will not erect any fences or walls or at any time hereafter permit any fences or walls to be erected except in materials of wood, wire, concrete, stone or brick. Corrugated Iron fencing is only permitted provided it is of new iron or of good quality second hand iron, painted to the satisfaction of the owner of the Dominant Tenement;

(e) The present and any future proprietors of the Servient Tenement will not allow any buildings or structures on the Lot to become dilapidated or to fall into disrepair;

(f) The present and any future proprietors of the Servient Tenement will not further subdivide the Lot or apply for a subdivision consent in respect of the Lot.

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.

*ad.*

*[Signature]*