

# View Instrument Details



**Instrument No** 10644550.2  
**Status** Registered  
**Date & Time Lodged** 08 December 2016 08:32  
**Lodged By** Collett, Christine Theresa  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

216745	Wellington
575616	Wellington

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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
- Mortgage 9414247.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

### Signature

Signed by Barry Allen Britten as Grantor Representative on 07/12/2016 05:07 PM

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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 Barry Allen Britten as Grantee Representative on 07/12/2016 05:07 PM

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

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

WELLINGTON



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

LEIGH MAURICE CHILDS and GLYNIS JOY CHILDS

Grantee

Surname(s) must be underlined or in CAPITALS.

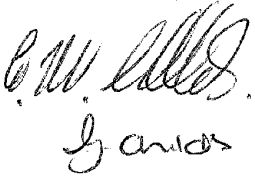
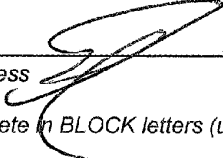
LEIGH MAURICE CHILDS and GLYNIS JOY CHILDS

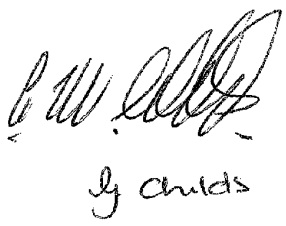
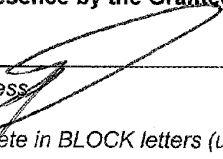
Grant\* of easement or *profit à prendre* or creation or covenant

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).

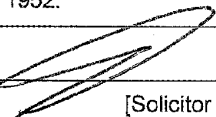
Dated this 10 day of November 2016

Attestation

 Signature [common seal] of Grantor	<p><b>Signed in my presence by the Grantor</b></p> <p>Signature of witness </p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Barry Allen Britten                  Occupation Solicitor                  Palmerston North</p> <p>Address</p>
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 Signature [common seal] of Grantee	<p><b>Signed in my presence by the Grantee</b></p> <p>Signature of witness </p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Barry Allen Britten                  Occupation Solicitor                  Palmerston North</p> <p>Address</p>
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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.

Approved by Registrar-General of Land under No. 2007/6225

**Annexure Schedule 1**



Easement instrument Dated  Page  of  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 Covenants		575616	216745

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 Fifth Schedule of the Property Law Act 2007.~~  
~~The implied rights and powers are [varied] [negatived] [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 2].

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

*gc*

**ANNEXURE SCHEDULE 2**

- (a) The Grantor will not erect or permit to be erected on the Servient Tenement:
- (i) Any building except one single level private dwelling with garages and or carports;
  - (ii) Any dwelling or building which has been constructed or partly constructed away from the Servient Tenement;
  - (iii) Any dwelling or building except one constructed of new permanent low maintenance materials of good quality and in particular no dwelling incorporating the following materials:
    - (aa) Unpainted roof iron or garage doors;
    - (bb) Hardiesheet, Hardiplank or Hardiflex exterior cladding;
    - (cc) Timber or Hardiflex base boards used as exterior cladding to foundation walls.
- (b) The Grantor shall not commence to erect or permit the commencement and erection of any dwelling or other works or outbuildings on the Servient Tenement without first having submitted the plans, site plan and specifications to the registered proprietor of the land in title 216745 ("the Approver") and having obtained the Approver's written approval of same. The approval of the Approver will not be withheld if the proposed dwelling, garages and carports (if any) are:
- (i) Sited not less than 30 metres from the western boundary fronting Salisbury Street;
  - (ii) Compliment adjoining properties.
- (c) The Grantor will not alter in any significant manner any plans or specifications to which the Approver may have given approval as aforesaid or deviate significantly therefrom or permit any significant deviation therefrom in the course of any dwelling or other works without obtaining the written approval of the Approver to any such change such approval not to be unreasonably withheld.
- (d) The Grantor will not further subdivide the land.
- (e) The Grantor shall not use in respect of any fencing to be constructed on boundaries either exclusive or adjoining any materials other than wooden fencing materials.
- (f) The land covenants shall expire 10 years from the date of registration.

