

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

**NORTH AUCKLAND**



**EI 7927469.4 Easement I**

Cpy - 01/01, Pgs - 006, 03/09/08, 14:18



DocID: 313176707

Grantor

Surname(s) n.

**Darren Probst and Jody Maree Probst**

Grantee

Surname(s) must be underlined or in CAPITALS.

**Darren Probst and Jody Maree Probst**

**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 25<sup>th</sup> day of July 2008

**Attestation**

	<b>Signed in my presence by the Grantor</b>
<b>Signature [common seal] of Grantor</b>	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name <b>ANDREW PAUL LUXFORD</b>
	Occupation <b>SOLICITOR</b>
	Address <b>WHANGAREI</b>

	<b>Signed in my presence by the Grantee</b>
<b>Signature [common seal] of Grantee</b>	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name <b>ANDREW PAUL LUXFORD</b>
	Occupation <b>SOLICITOR</b>
	Address <b>WHANGAREI</b>

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**



Easement instrument

Dated

25/7/2008

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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)
Right of Way, Right to Transmit Electricity & Communications, Right to convey water	A	Lot 1, DP 402603 (408466)	Lot 2, DP 402603 (408467)
Right to drain stormwater	B	Lot 2, DP 402603 (408467)	Lot 1, DP 402603 (408466)
Right to drain waste water	C	Lot 2, DP 402603 (408467)	Lot 1, DP 402603 (408466)

**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 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}.~~

~~{Annexure Schedule 2}.~~

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

*(Handwritten signatures and initials)*

□

Annexure Schedule 2

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Continuation of Rights and Powers

Any maintenance, repair or replacement of the easement facilities referred to in Schedule A on the servient or dominant land that is necessary because of any act or omission by the owner of the servient land (which includes any agents, employees, contractors, sub-contractors or invitees of the owner) must be carried out promptly by that owner at the sole cost of that owner or in such proportion as relates to the act or omission.

**If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.**

Handwritten signatures and initials in black ink, including a stylized signature, a circular mark, and the letter 'A'.

[ ]

**ANNEXURE SCHEDULE – CONSENT FORM**  
*Land Transfer Act 1952 section 238(2)*

Deposit of Plan and Easement

Page 1 of 1 pages

\* Insert type of instrument.

**Person giving consent**

Surname must be underlined or in CAPITALS

**Capacity and interest of Person giving consent**

(eg. Caveator under Caveat no.)

BANK OF NEW ZEALAND	Mortgagee under Mortgage No. 7606083.1 (CT NA936/234)
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**Consent**

Delete words in [ ] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]  
the **Person giving consent hereby consents to:**

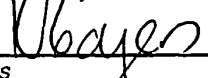
1. The Deposit of Plan 402603; and
2. The registration of the within Easement Instrument creating Right of Way, Right to Transmit Electricity and Communications, Right to convey water, Right to drain stormwater and Right to drain waste water in respect of Plan 402603.

Dated this 26<sup>th</sup> day of August 2008

**Attestation**

SIGNED for and on behalf of  
BANK OF NEW ZEALAND  
by its Attorney:  
  
MAKERRITA WRIGHT

**Signed in my presence by the Person giving consent**

  
\_\_\_\_\_  
Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

**Witness Name**      Katrina Rodgers

**Occupation**

**Address**              Bank Officer  
Auckland

**Signature [common seal] of Person giving consent**

21817/3

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.



**Bank of New Zealand**

**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

**MANKERITA WRIGHT**  
I,  
Officer, certify:

**,Quality Assurance Officer of Auckland, New Zealand, Bank**

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 24, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 26 August 2008

A handwritten signature in black ink, appearing to be 'Mankerita Wright', written over a horizontal line.

**MANKERITA WRIGHT**