

View Instrument Details



Instrument No 8567999.1
Status Registered
Date & Time Lodged 27 August 2010 16:12
Lodged By Curtis, Michelle
Instrument Type Easement Instrument



Affected Computer Registers Land District

466495	Wellington
466496	Wellington
466497	Wellington
466498	Wellington
466499	Wellington
466500	Wellington
466501	Wellington
466502	Wellington
466503	Wellington
466504	Wellington
466505	Wellington
466506	Wellington
466507	Wellington
466508	Wellington
466509	Wellington
466510	Wellington
466511	Wellington
466513	Wellington
466514	Wellington
466515	Wellington
466517	Wellington
466518	Wellington
466519	Wellington
466520	Wellington
466521	Wellington
466522	Wellington
466523	Wellington
466524	Wellington
466525	Wellington
466526	Wellington

Annexure Schedule: Contains 5 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 ☒

Grantor Certifications

I certify that the Mortgagee under Mortgage 8429713.1 has consented to this transaction and I hold that consent

**Signature**

Signed by Caitlin Geraldine Ryan as Grantor Representative on 27/08/2010 12:52 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 Caitlin Geraldine Ryan as Grantee Representative on 27/08/2010 12:52 PM

*** End of Report ***

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

Grantor

Kapiti Views Trustees Limited

Grantee

Kapiti Views Trustees 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; profit or covenant	Shown (plan reference)	Servient Tenement Computer Register	Dominant Tenement Computer Register
Land Covenant	DP 413488	Lots 1-29 & Lot 110 DP 413488 (CT's 466495-466511, 466513-466515, & 466517-466526)	Lots 1-29 & Lot 110 DP 413488 (CT's 466495-466511, 466513-466515, & 466517-466526)

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

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and inset memorandum number as 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 to the Property Law Act 2007.

The implied rights and powers are hereby ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[and/or the provisions set out in this Annexure Schedule.]

Continued in additional Annexure Schedule, if required

Covenant provisions

Delete phrases in [] and inset memorandum number as 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]

[and/or the provisions set out in this Annexure Schedule.]

Continue in additional Annexure Schedule, if required

Annexure Schedule

Page of Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

The registered proprietor of the servient tenement (the "Grantor") shall:

- (1) Not erect any structure whatsoever on the allotment without first obtaining the written consent of Kapiti Views Trustees Limited ("KVT") or its nominee to the plans and specifications of such structure. In making an application for written consent, the Grantor shall provide full plans and specifications for the proposed structure as will be presented to the local authority for building consent. KVT shall not arbitrarily withhold consent, but shall exercise its discretion having regard to the within covenants and the desirability of ensuring structures are constructed in keeping with the standard of the subdivision. KVT shall have the absolute right to refuse consent in the event the proposed plans and specifications do not comply with any of the covenants contained in Easement Instrument 7963080.2 or those set out below.
- (2) Not construct a basement on the allotment where the basement is exposed, and any basement area must be fully enclosed.
- (3) Expiry of KVT's Discretion:

The rights and obligations of KVT or its nominee to make decisions pursuant to clause 1 of this easement instrument and clauses 2(a), 2(b) and 3(a) of the land covenants contained in Easement Instrument 7963080.2 shall terminate one year from the date on which KVT ceases to be an owner of any allotment in the Kapiti Views subdivision (being the allotments subdivided from Lot 33 DP 17939, Certificate of Title 718/11 (Wellington Registry) and Part Lot 7-8 DP 59365, Certificate of Title 42D/510 (Wellington Registry)) ("Kapiti Views Subdivision"). From that date onward the discretion of KVT shall vest in the registered proprietors of any allotment which has the benefit of these covenants and decisions regarding the exercise of KVT's discretion shall be made by a majority of these registered proprietors in writing on an application in writing from the Grantor requesting an exercise of the discretion.
- (4) Assignment by KVT:

If KVT transfers its interest in the land referred to in clause 3 above prior to completing the Kapiti Views Subdivision and KVT's successor in title intends to continue the Kapiti Views Subdivision, that successor in title will be assigned the rights, obligations and discretions of KVT with the intention being that the successor's rights and obligations expire in accordance with clause 3 above one year from the date on which the successor ceases to be an registered proprietor of any allotment in the Kapiti Views Subdivision.
- (5) The Grantor will, at the option of and in accordance with the instructions of the Grantee or the Grantee's nominee, remove or modify any improvements which have been carried out to the property in breach of the covenants above.
- (6) Clause 5 is without prejudice to any other remedies the Grantee or the Grantee's nominee may have at law or in equity.
- (7) The obligations and rights set out in clauses 1-5 must be observed and performed and may be enforced by the administrators, executors, assigns and successors in title of the Grantor and Grantee respectively.

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

Easement Instrument

Page ☐ of ☐ pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

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

Westpac New Zealand Limited

as Mortgagee under Mortgage No. 8429713.1

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 registration of the within easement instrument and land covenants.Dated this 27th day of August 2010**Attestation**Signed by
Westpac New Zealand Ltd
By it's Attorney/s:
~~In the presence of:~~

Beverley Patricia Kelly

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Christa Joyce Bennett

BANK OFFICER
WESTPAC
CHRISTCHURCH

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.

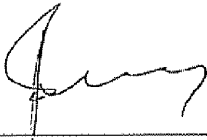
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Beverley Patricia Kelly, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Beverley Patricia Kelly

this 27 August 2010