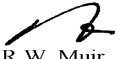




**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier **426047**
Land Registration District **North Auckland**
Date Issued 24 February 2010

Prior References
NA8C/435

Estate Fee Simple
Area 1.6917 hectares more or less
Legal Description Lot 1 Deposited Plan 407393

Registered Owners
Joan Eileen Kairuz and Anthony Warren Kairuz

Interests

775617.1 Gazette Notice (7 August 1980 No 92 p 2348) declaring adjoining road (S.H. No 14) to be a limited access road - 1.10.1980 at 9.01 am

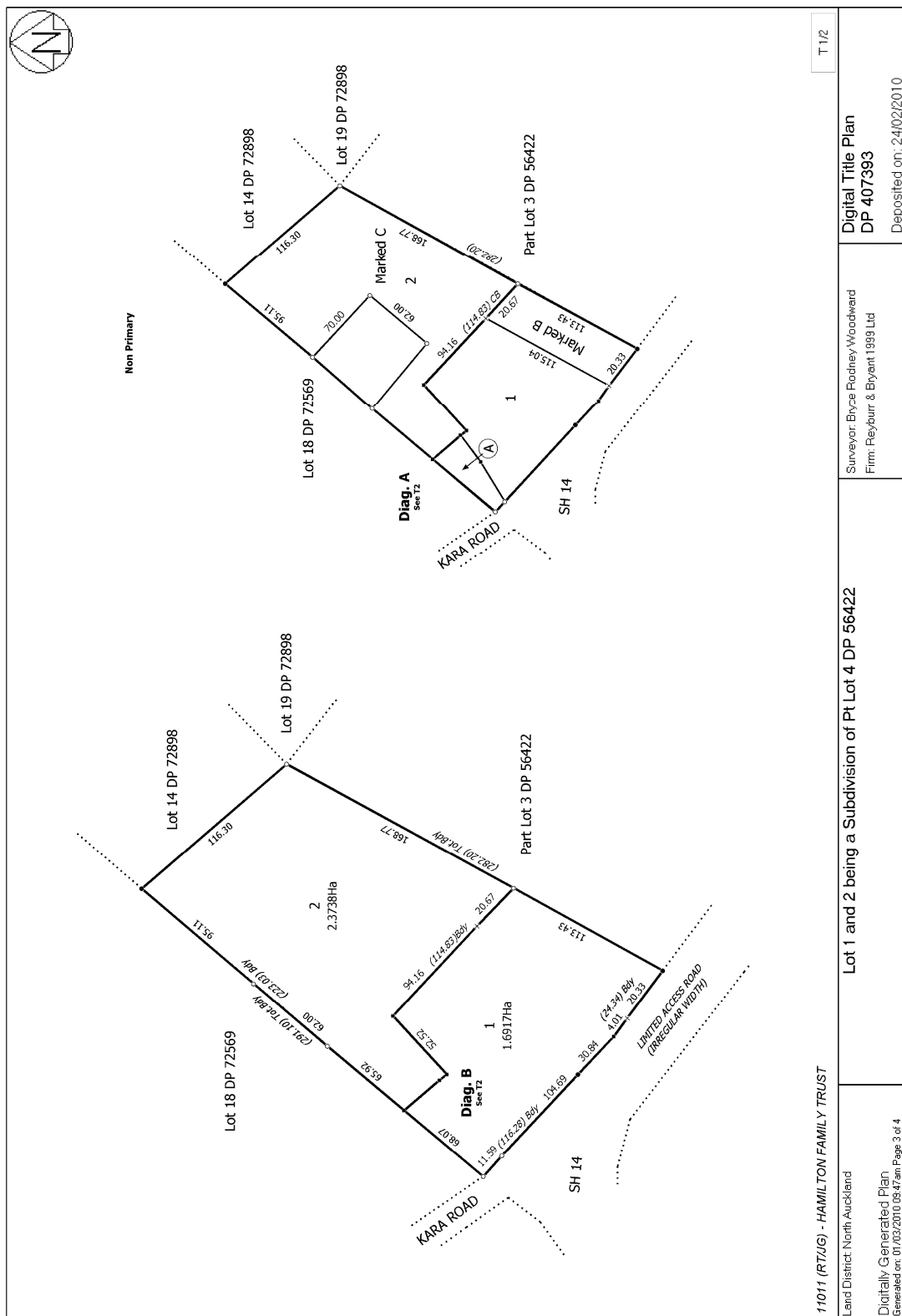
8425139.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 24.2.2010 at 11:35 am

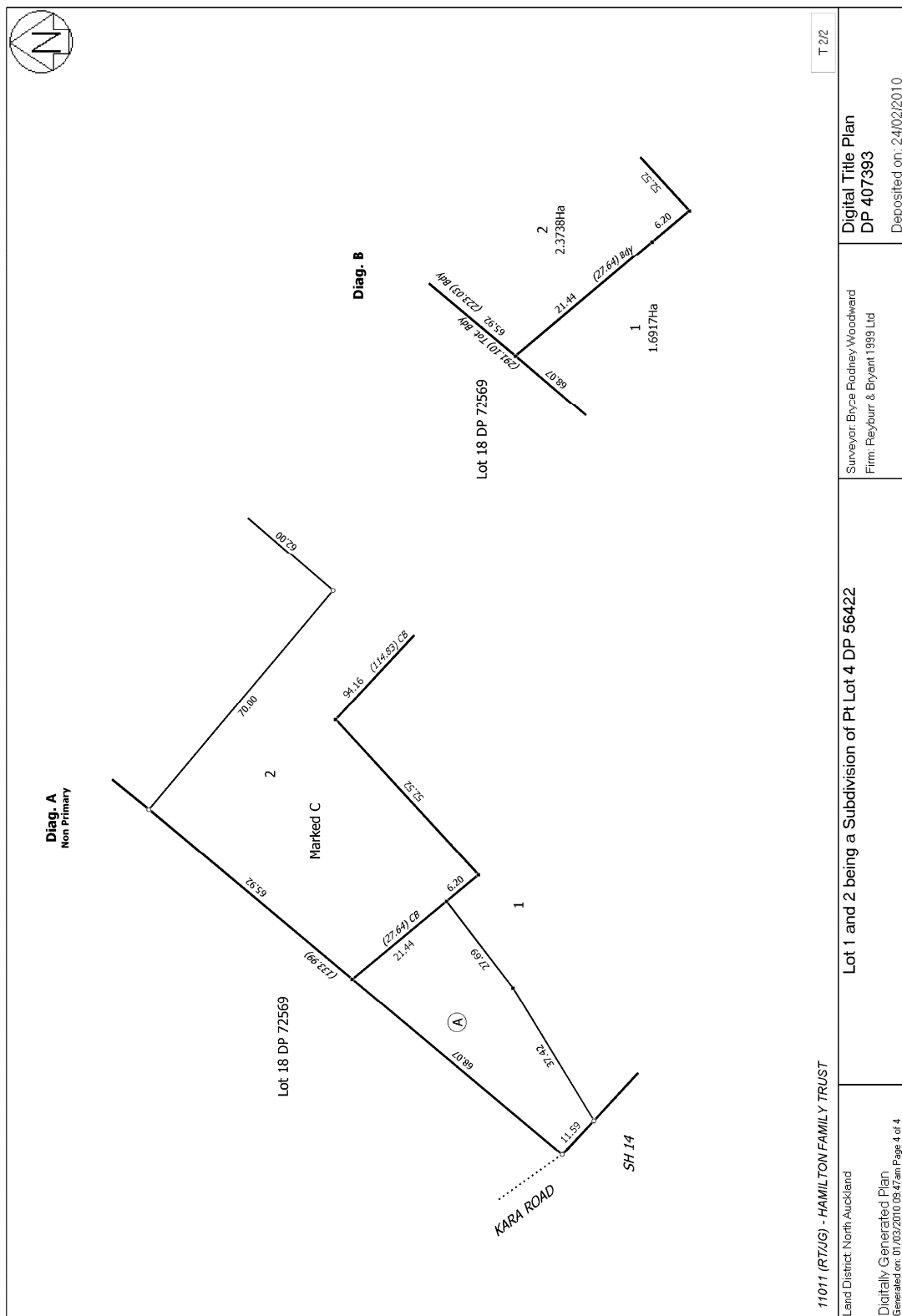
Subject to a right (in gross) to convey electricity, telecommunications and computer media over part marked A on DP 407393 in favour of Northpower Limited created by Easement Instrument 8425139.4 - 24.2.2010 at 11:35 am

Some of the easements created by Easement Instrument 8425139.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way and a right to convey water, telecommunications and computer media over part marked A on DP 407393 created by Easement Instrument 8982573.1 - 16.2.2012 at 10:29 am

The easements created by Easement Instrument 8982573.1 are subject to Section 243 (a) Resource Management Act 1991





View Instrument Details



Instrument No 8982573.1
Status Registered
Date & Time Lodged 16 February 2012 10:29
Lodged By Powell, Katrina Lyn
Instrument Type Easement Instrument



Affected Computer Registers Land District

426047	North Auckland
426048	North Auckland

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 ☒
- I certify that the Mortgagee under Mortgage 6640471.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Derek George Railey as Grantor Representative on 16/02/2012 10:07 AM

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 Derek George Railey as Grantee Representative on 16/02/2012 10:07 AM

*** End of Report ***

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]~~ ~~[negatives]~~ ~~[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 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 2]~~

Approved by Registrar-General of Land under No. 2002/5032
Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 1 of 1 Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

1. The current provisions under clause 11(2) of the Fourth Schedule of the Land Transfer Regulations Act 2002 shall be deleted and replaced by the following provisions:
 - 11(2)(a) The Grantee and the Grantor shall share equally the costs of maintenance, repair and upgrade of the easement facility and for the associated costs thereon.
 - 11(2)(b) If any repair, maintenance or replacement on the easement or the easement area becomes necessary through any act, neglect, default or omission of the Grantee or the Grantor then such Grantee or Grantor shall bear the whole of the cost of such Repair, maintenance or replacement. Where the act, neglect, default or Omission is the partial cause of the maintenance, repair or replacement the Costs payable by the owner responsible shall be apportioned to the amount attributable to that act, neglect, default or omission and the balance payable in accordance with clause 11(2)(a) above.
2. Other than as varied above the rights and powers prescribed in the Fourth Schedule of the Land Transfer Regulations 2002 shall apply to the easements as listed under annexure Schedule 1 of this easement instrument.

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.

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.)*

ASB Bank Limited

6648471.3

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:

A) The deposit of plan number 407393; and

B) The within Easement but without prejudice to the Mortgage and to the rights conferred by it.

Dated this _____ day of 24 DEC 2009 2009

Attestation

Jason Mathana Paranihi
of Auckland, in New Zealand
Manager Security Alterations
and Settlements
ASB BANK LIMITED

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name George Tamarua

Occupation

Address Bank Office
AUCKLAND

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.

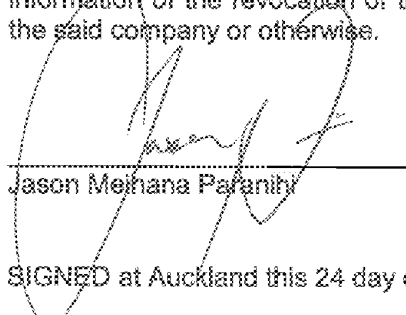
ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Jason Meihana Paranihi of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated 29 April 2008 and deposited in the Land Information New Zealand office as No. 7813922.1 ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Lending Services
Manager Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Filing and Security Maintenance
Manager Loan Advancing
Chief Manager Lending Services
Senior Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Jason Meihana Paranihi

SIGNED at Auckland this 24 day of December 2009