

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

EI 6831521.5 Easement I

Cpy - 01/01, Pgs - 006, 19/04/06, 07:28



DocID: 211717512

Land registration district

NELSON

Grantor

Surname(s) must be underlined.

Alan Wilson Martin

Grantee

Surname(s) must be underlined.

Alan Wilson Martin

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

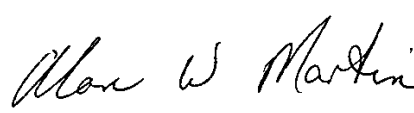
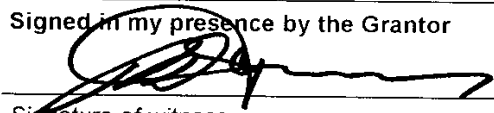
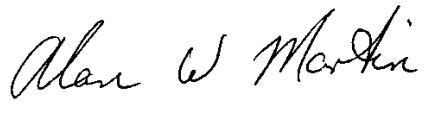
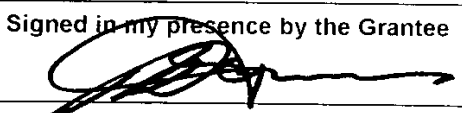
21st

day of

March

20 06

Attestation

	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name ROBERT DUDLEY SYMNS Solicitor NELSON Occupation Address
	Signature [common seal] of Grantor
	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name ROBERT DUDLEY SYMNS Solicitor NELSON Occupation Address
	Signature [common seal] of Grantee

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 1Easement instrument Dated 21 March 2006 Page 2 of 4 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)
Covenant		267167	267166, NL12A/1083

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 Ninth Schedule of the Property Law Act 1952.

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.

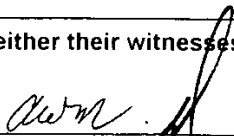
Continue in additional Annexure Schedule if required.

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



Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated

21 March 2006

Page

3

of

4

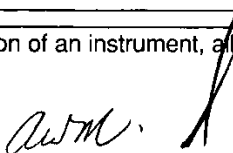
pages

(Continue in additional Annexure Schedule, if required.)

SCHEDULE B

1. The Grantor covenants with the Grantee as set out in Schedule B herein and the Grantor hereby requests that such covenant be noted against the titles set out in Schedule A. It is the Grantor's intention to create for the benefit of the dominant tenements set out in Schedule A ("the dominant tenements") the land covenant set out in Schedule B hereto to the intent that the servient tenement in Schedule A ("the servient tenement") shall be bound by the stipulations and restrictions set out in Schedule B hereto and the registered proprietor for the time being of the dominant tenement may enforce the observance of such stipulations and restrictions against the owners for the time being of the servient tenement.
2. The Grantor **shall not** erect or permit to be erected upon the allotment:
 - (a) any more than one dwelling house plus ancillary buildings;
 - (b) any dwelling, building or structure using pole foundations where the poles are not fully enclosed;
 - (c) any dwelling, building or other structure with a roof cladding that has not been pre-coated;
 - (d) any "A" frame, relocated or kitset-type dwelling.
 - (e) Any dwelling or outbuildings constructed with second-hand building materials (excluding recycled bricks) unless prior written approval from the Grantee is obtained;
 - (f) any outbuilding which is not constructed in a style and quality similar or complementary to the dwelling erected on that lot;
4. The Grantor shall ensure that the exterior of any dwelling, building or other structure visible to the public, will not remain in an unfinished state for more than six months from commencement of the erection of such dwelling, building, or other structure.
5. The Grantor will not allow rubbish or waste material to accumulate on the property or otherwise allow the property to become unsightly.

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.



Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated

21 March 2006

Page

4

of

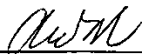
4

pages

(Continue in additional Annexure Schedule, if required.)

6. The Grantor covenants not to bring onto the within land or allow to remain on the within land any house-truck or dwelling of a mobile nature unless used for no more than 12 months while the Grantor erects a dwelling. After the expiry of the 12 month period the house-truck or dwelling of a mobile nature shall be either removed from the property or garaged out of sight.
7. If the Grantor is in breach of any of these conditions then the Grantor will at the request of the Grantee desist from such breach, and remedy such breach. All costs in such remedy and the Grantee's costs (including the Grantee's solicitor's costs on a solicitor and own client basis) of ensuring compliance shall be borne by the Grantor.
8. The Grantee shall not be liable for any action it takes or fails to take in respect of the within covenants.
9. While the Grantee remains registered proprietor of the dominant tenements or part thereof the Grantee reserves the right to the Grantee (with the intent that this right shall not enure for the benefit of the Grantee's successors in title) to waive or modify any of the above restrictive covenants.
- 10.1 The Grantee reserves as a right forever appurtenant to the dominant tenements the right to conduct normal farming activities on the dominant tenements without interference, objection or restraint from the Grantor.
- 10.2 Such normal farming activities will include (without limiting the generality of the words "normal farming activities") spraying for the control of noxious weeds and pests conducted in accordance with normal farming practice and guidelines in the district surrounding the dominant and servient tenements.

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.



Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Mortgage**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**ANZ NATIONAL BANK LIMITED****Capacity and Interest of Consentor**

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

**Mortgagee under Mortgage No.
369207.1****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:

registration of the within Easement Instrument

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.

Dated this 15 day of April 2006**Attestation**ANZ National Bank Limited
by its Attorney

KAPUA KATRINA GARDINER

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

GEETI DHILLON
BANK OFFICER
AUCKLAND

Signature of Consentor

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, **Kapua Katrina Gardiner**, Manager Lending Services of Auckland in New Zealand hereby certifies that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. 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 the ANZ National Bank Limited or otherwise.

DATED at Auckland this 10th day of April 2006

.....