

View Instrument Details



Instrument No 9099897.7
Status Registered
Date & Time Lodged 01 October 2012 11:53
Lodged By Rattray, Harry Aylmer
Instrument Type Easement Instrument



Affected Computer Registers Land District

582325	Wellington
582326	Wellington
582329	Wellington

Annexure Schedule: Contains 4 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 6559650.5 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 8071315.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Matthew Peter Whimp as Grantor Representative on 01/10/2012 09:07 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 Matthew Peter Whimp as Grantee Representative on 01/10/2012 09:08 AM

*** End of Report ***

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

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Waikanae North Limited

Grantee

Waikanae North 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; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant	B, F, H, O, P, Q, R, S, T, V, W, X, Y on DP 454080	582326 582329	582325

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]~~ ~~[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 _____]

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 1

Annexure Schedule 1

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*Insert instrument type***Land covenant***Continue in additional Annexure Schedule, if required***COVENANT**

1. The Grantor, for itself and its successors in title so as to bind the Servient Tenement in perpetuity, covenants and agrees with the Grantee and its successors in title for the benefit of the Dominant Tenement that the Grantor will not construct or build, or permit or cause to be constructed or built, any buildings on the Servient Tenement other than:
 - (a) residential dwellings including multiple unit dwellings and guest houses; and
 - (b) buildings ancillary to, or associated with, residential dwellings.

GENERAL

2. If there is any breach or non-observance by the Grantor of any of the stipulations and restrictions contained in this instrument then without prejudice to any other liability which the Grantor may have to the Grantee and any person or persons having the benefit of the stipulations and restrictions the Grantor will upon written demand being made by the Grantee or any person having the benefit of the stipulations and restrictions remove or cause to be removed from the Servient Tenement any building constructed or placed on, over or under the Servient Tenement in breach or non-observance of the stipulations and restrictions contained in this instrument.
3. Subject to clause 7, the Grantor will not make any application or take any action whatsoever to surrender or remove this instrument from the computer freehold register(s) to the Servient Tenement without the prior written consent of the Grantee.
4. This instrument shall be binding on all transferees, tenants, lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Servient Tenement.
5. If at any time this instrument, or any provision of this instrument, is or becomes invalid, void, illegal or unenforceable or is otherwise challenged or called into question in any respect whatsoever, or this instrument is required to be removed from the computer freehold register(s) to the Servient Tenement for any reason whatsoever, then:
 - (a) that part or provision shall be severed from this instrument;
 - (b) such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this instrument; and

Annexure Schedule 1

Page 2 of 2 Pages

Insert instrument type

Land covenant

Continue in additional Annexure Schedule, if required

(c) in any event the parties shall enter into and execute appropriate substitute instrument(s), and do all such other acts and things including obtaining any necessary consents, to give full and proper effect to the agreements and understandings in this instrument.

6. If there is more than one Grantor, the liability of the Grantors is joint and several.
7. The Grantee shall surrender, and sign all documents and obtain all necessary consents to surrender, this land covenant over any part of the covenanted land that is to vest in the local authority as road. For the purpose of this clause 7, "road" shall have the meaning set out in section 315(1) of the Local Government Act 1974.