

LAND COVENANTS & CONSENT NOTICES



SUE & DAMIEN

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Approved by Registrar-General of Land under No. 2002/6055

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

EI 7189977.3 Easement

Cpy - 01/01, Pgs - 006, 18/01/07, 08

Land registration district

NORTH AUCKLAND



DocID: 312777466

Grantor

Surname(s) must be underlined or in CAPITALS.

JACKSON & EDGE CONTRACTORS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

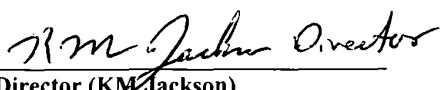
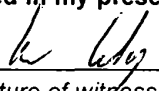
JACKSON & EDGE CONTRACTORS LIMITED

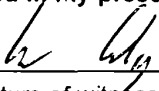
Grant* of easement or profit à prendre or creation or covenant

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).

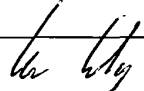
Dated this 18 day of July 2006

Attestation

 Director (KM Jackson)	Signed in my presence by the Grantor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation VANESSA J CROSBY SOLICITOR Address WHANGAREI
Signature {common seal} of Grantor	

 Director (KM Jackson)	Signed in my presence by the Grantee  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation VANESSA J CROSBY SOLICITOR Address WHANGAREI
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.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule 1

Easement instrument

Dated

18/7/06

Page

2

of

3

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)
Land covenant as per annexure schedule 2	DP 207186	Lot 3 DP 207186 CT NA135C/34	Lot 4 DP 207186 CT NA135C/35 Lot 5 DP 207186 CT NA135C/36
Land covenant as per annexure schedule 2	DP 207186	Lot 4 DP 207186 CT NA135C/35	Lot 3 DP 207186 CT NA135C/34 Lot 5 DP 207186 CT NA135C/36

**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].~~ Annexure Schedule 2 *etc*

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

etc JLM

Annexure Schedule 2

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

Easement Instrument

Dated

18 / 7 / 06

Page

3

of

3

pages

(Continue in additional Annexure Schedule, if required.)

"Covenant Provisions" continued:

The Grantor for itself and its successors in title covenant:-

1. Not to erect any building other than a new residential home with a floor area of no less than 120 square metres (exclusive of garages, carports, decks and terraces).
2. Not to use second-hand materials for the external walls and roofing of any dwelling house;
3. Ensure that the value of the dwellinghouse referred to in sub-clause 1 have a minimum value of \$1,000.00 per square metres ("the minimum value"). The minimum value shall be increased as at the 1 January 2006 ("the first increase date") and at annual intervals ("the subsequent increase date") by the amount of the percentage increase shown in the Domestic Building Cost Index for the Whangarei area prepared by the New Zealand Master Builders Federation Incorporated or its successor during the 12 month period immediately preceding the first increase date or the subsequent increase date as the case may be and a Certificate of Value by a registered valuer or architect shall be accepted by the vendor as prima facie evidence of such value
4. Not permit any building to remain incomplete any later than 24 months after the laying down of the foundations of such building;
5. Not to permit the land to be occupied or used as a residence, unless the buildings on the land have been substantially completed in accordance with the local authority's agreement and which meets their requirements;
6. Will not object to any further subdivision of land comprised in Certificate of Title NA135C/36 (Lot 5 DP 207186) providing the minimum land area is not less than 4000 m² on any property that is bordering the boundaries of the land comprised in Certificates of Title NA135C/34 (Lot 3 DP 207186) and NA135C/35 (Lot 4 DP 207186).
7. Will not object to any agricultural or horticultural activities undertaken by the registered proprietor of the land in Certificate of Title NA135C/36 (Lot 5 DP 207186) or its authorised contractors in the course of its normal farming or horticultural operation.
8. If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the grantor may have to any person having the benefit of this covenant the grantor will upon written demand being made by the grantee or any of the registered proprietors of the dominant lots:-
 - (a) Remove or cause to be removed from the land any dwellinghouse, garage, building or other structure erected or placed on the land in breach or non-observance of the foregoing covenants.
 - (b) Replace any building materials used in breach or non-observance of the foregoing covenants.

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.

UTC K.M.J

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc

Mortgage

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.)

~~BANK OF NEW ZEALAND~~
ANZ NATIONAL BANK LIMITED

Mortgagee under Mortgage number
D640782.3

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:

**Registration of Easement Instrument creating land covenant against the land comprised in
Certificates of Title NA135C/34, NA135C/35 and NA135C/36**

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 XXIII of the Companies Act 1993.

Dated this 22nd day of August 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

JEANNE ANN FAOAGALI
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 22nd day of August 2006


.....
KAPUA KATRINA GARDINER

View Instrument Details



Instrument No 10906780.4
Status Registered
Date & Time Lodged 30 January 2018 11:43
Lodged By Rowland, Julie Suzanne
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
801470	North Auckland
801471	North Auckland
801472	North Auckland
801473	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Vanessa Joy Crosby as Territorial Authority Representative on 30/01/2018 11:05 AM

*** End of Report ***

**CONSENT NOTICE PURSUANT TO SECTION 221
RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER of the Resource Management Act
1991 ("the Act")

AND

IN THE MATTER a subdivision consent as evidenced by
Deposited Plan No 514603

AND

IN THE MATTER of a Consent Notice issued pursuant to
Section 221 of the Act by the
Whangarei District Council ("the
Council")

IT IS HEREBY CERTIFIED that the following conditions, to be complied with on a continuing basis by the subdividing owner and subsequent owners, were imposed by the Council as conditions of approval for the subdivision as effected by Land Transfer Plan 514603 ("the Plan").

1. The following conditions are to be complied with on a continuing basis by the subdividing owner and subsequent owners of Lots 1 - 4 and a consent notice pursuant to Section 221 of the Resource Management Act 1991 shall be registered specifying the following conditions:

Lot 1

- i) No development shall occur in Land Covenant Area D, which should continuously be planted with flax.

Lots 1 - 4

- i) Any development shall comply with the restrictions and recommendations (building construction, wastewater and stormwater management and access) identified in the Hawthorne Geddes Engineers & Architects Ltd engineering suitability report reference 6756 Rev. 3 dated 4/11/2016 as approved by Council, a copy of which is held in Council under References SD1600222 and P124827), unless an alternative engineering report prepared by a suitably experienced Chartered Professional Engineer is approved in writing by Council, including any built development within the defined building areas.
- ii) Upon construction of any habitable dwelling, sufficient water supply for firefighting purposes is to be provided by way of tank storage or other approved means, and that this water supply be accessible by firefighting appliances in accordance with Council's Environmental Engineering Standards 2010 and more particularly with the 'NZFS Fire Fighting Code of Practice SNZ PAS 4509:2008'. Demonstration of achievement of an

Rgt

alternative means of compliance with this standard will be considered to satisfy this requirement but note that written approval from the NZ Fire Service is required.

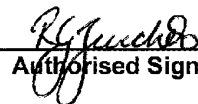
- iii) The owner shall be responsible to ensure that any further development of the site including building sites, earthworks, drainage works, effluent disposal fields & vehicle access formations will be undertaken in such a manner that will not result in the obstruction or diversion of any existing overland flow path unless a specific design has been done by an IQP or Chartered Professional Engineer which mitigates potential adverse flooding effects on any neighbouring properties created by the obstruction or diversion and is approved in writing by the Senior Environmental Engineering Officer.

Note Overland flow paths are to be assessed in accordance with Section 4.9 of Council's Environmental Engineering Standards 2010 Edition and are to be certified by an IQP/CPEng.

- iv) The registered proprietors for the time being shall bring to the attention of future purchasers that no conventional telecommunications connections have been provided as part of the subdivision works, and it is intended that wireless or satellite technology be utilised if/when a telecommunications connection is required.
Installation of such a connection will be the sole responsibility of the lot owner when a connection is required.

DATED at ~~WHANGAREI~~ this 10th day of ~~DECEMBER~~ 2017.

SIGNED by WHANGAREI DISTRICT COUNCIL pursuant to the authority of the Council given pursuant to the Local Government Act 2002 and the Resource Management Act 1991



Authorised Signatory

View Instrument Details



Instrument No 10906780.8
Status Registered
Date & Time Lodged 30 January 2018 11:43
Lodged By Rowland, Julie Suzanne
Instrument Type Easement Instrument



Affected Computer Registers Land District

801470	North Auckland
NA97D/139	North Auckland

Annexure Schedule: Contains 3 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 | ☒ |
| Mortgage 5562572.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required | ☒ |
| Encumbrance 7416024.1 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required | ☒ |
| I certify that the Mortgagee under Mortgage D640782.3 has consented to this transaction and I hold that consent | ☒ |

Signature

Signed by Vanessa Joy Crosby as Grantor Representative on 30/01/2018 11:23 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 Vanessa Joy Crosby as Grantee Representative on 30/01/2018 11:23 AM

*** End of Report ***

Form B

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

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

Grantor

JACKSON & EDGE CONTRACTORS LIMITED

Grantee

ANDREW MICHAEL HUNT & KAREN LEANNE HUNT

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	D on DP 514603 & Lot 1 on DP 514603	Lot 1 DP 514603 (part 801470)	Lot 2 DP 162069 (NA97D/139)

Form B - continued

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]~~ ~~[negatived]~~ ~~[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 _____]~~

Form L

Annexure Schedule

Page 3 of 3 Pages

*Insert instrument type***Easement instrument to create land covenant***Continue in additional Annexure Schedule, if**required***LAND COVENANT****The Grantor covenants and agrees:**

- a) To maintain the flax planted within the area marked D on DP 514603 at 3 meter spacings.
- b) To maintain the 7 wire post and batten fence inside the north eastern boundary of Lot 1 DP 514603 which fences off the area marked D on DP 514603.
- c) That both the fence and the flax planting shall be retained and maintained by all future owners of the servient lot.

Remedy on Breach

If there should be any breach of any of the covenants contained in this Deed and without prejudice to any other liability which the Grantor may have to the Grantee the Grantor will upon written demand being made by the Grantee:-

- a. Pay to the person making such demand as liquidated damages the sum of \$100 (One hundred Dollars) per week for every week (Seven days) that such a breach or non-observance continues after the date upon which written demand has been made; and
- b. Do or cause to be done anything necessary to remedy any such breach.

In the event that the Grantor does not comply with paragraph (b) of this clause within fifteen working days after demand has been made then the Grantor hereby irrevocably authorises the Grantee together with their employees and agents to enter and remain upon the Property to do anything necessary to remedy any breach at the Grantor's cost and without being liable for any damage or deterioration occasioned to the Property in exercising these powers. The cost of remedying any of the Grantor's obligations under this instrument by the Grantee shall be recoverable from the Grantor on demand and until such costs are paid, they shall bear interest by way of liquidated damages at the rate of 20% per annum calculated on a daily basis.

PROVIDED HOWEVER that the Grantee shall not be required to or be obliged to enforce all or any of the covenants stipulations and restrictions contained in this Deed.

View Instrument Details



Instrument No 10906780.9
Status Registered
Date & Time Lodged 30 January 2018 11:43
Lodged By Rowland, Julie Suzanne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
801470	North Auckland
801473	North Auckland
NA135C/33	North Auckland

Annexure Schedule: Contains 3 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 ☒
- Mortgage 8995488.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒
- I certify that the Mortgagee under Mortgage D640782.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Vanessa Joy Crosby as Grantor Representative on 13/02/2018 02:43 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 Vanessa Joy Crosby as Grantee Representative on 13/02/2018 02:43 PM

*** End of Report ***

Form B

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

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

Grantor

JACKSON & EDGE CONTRACTORS LIMITED

Grantee

IAN ANTHONY SWEENEY and OLIVIA FAYE SWEENEY

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	Lot 1 DP 514603 & Lot 4 DP 514603	Lot 1 DP 514603 (Part 801470) & Lot 4 DP 514603 (Part 801473)	Lot 2 DP 207186 (NA135C/33)

Form B - continued

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] [negatived] [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 _____]~~

Easement Instrument creating Land Covenants**LAND COVENANT****The Grantor covenants and agrees:**

1. Not to erect or permit to be erected any buildings or other structures on the servient tenement that exceed a height of six (6) metres above the natural ground level at the base of the building or structure.
2. Not to erect or permit to be erected any buildings or other structures on part of the servient tenement being Lot 1 DP 514603, within fifty (50) metres of the boundary between Lot 1 DP 514603 and Lots 1 & 2 DP 207186.
3. Not to erect or permit to be erected any buildings or other structures on part of the servient tenement being Lot 4 DP 514603, within forty (40) metres of the boundary of Lot 2 DP 207186 (the dominant tenement).
4. Not to plant or permit to be planted any trees shrubs or plants on part of the servient tenement being Lot 1 DP 514603 that exceed a height of five (5) meters above the natural ground level at the base of the tree, shrub or plant, within thirty (30) meters of the boundary between Lot 1 DP 514603 and Lots 1 & 2 DP 207186.
5. Not to plant or permit to be planted any trees shrubs or plants on that part of the servient tenement being Lot 4 DP 514603 that exceed a height of five (5) meters above the natural ground level at the base of the tree, shrub or plant, within thirty (30) meters of the boundary of Lot 2 DP 207186 (the dominant tenement).

Remedy on Breach

If there should be any breach of any of the covenant contained in this Deed and without prejudice to any other liability which the Grantor may have to the Grantee the Grantor will upon written demand being made by the Grantee:-

- a. Pay to the person making such demand as liquidated damages the sum of \$100 (One hundred Dollars) per week for every week (Seven days) that such a breach or non-observance continues after the date upon which written demand has been made; and
- b. Do or cause to be done anything necessary to remedy any such breach.

In the event that the Grantor does not comply with paragraph (b) of this clause within fifteen working days after demand has been made then the Grantor hereby irrevocably authorize the Grantee together with their employees and agents to enter and remain upon the Property to do anything necessary to remedy any breach at the Grantor's cost and without being liable for any damage or deterioration occasioned to the Property in exercising these powers. The cost of remedying any of the Grantor's obligations under this instrument by the Grantee shall be recoverable from the Grantor on demand and until such costs are paid, they shall bear interest by way of liquidated damages at the rate of 20% per annum calculated on a daily basis.

PROVIDED HOWEVER that the Grantee shall not be required to or be obliged to enforce all or any of the covenants stipulations and restrictions contained in this Deed.

View Instrument Details



Instrument No 10906780.10
Status Registered
Date & Time Lodged 30 January 2018 11:43
Lodged By Rowland, Julie Suzanne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
801470	North Auckland
NA135C/32	North Auckland

Annexure Schedule: Contains 3 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 ☒
- Mortgage 8443550.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒
- I certify that the Mortgagee under Mortgage D640782.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Vanessa Joy Crosby as Grantor Representative on 30/01/2018 11:32 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 Vanessa Joy Crosby as Grantee Representative on 30/01/2018 11:32 AM

*** End of Report ***

Form B

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

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

Grantor

JACKSON & EDGE CONTRACTORS LIMITED

Grantee

MARTIN GREGORY DUFF, CHRISTINE GAYE SOWRY and RT TRUSTEE HOLDINGS 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	Lot 1 DP 514603	Lot 1 DP 514603 (Part 801470)	Lot 1 DP 207186 (NA135C/32)

Form B - continued

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 -]~~

Form L

Annexure Schedule

Page 3 of 3 Pages

*Insert Instrument type***Easement Instrument creating Land Covenant****LAND COVENANT****The Grantor covenants and agrees:**

- a) Not to erect or permit to be erected any buildings or other structures on the servient tenement being Lot 1 DP 514603 that exceed a height of six (6) metres above the natural ground level at the base of the building or structure.
- b) Not to erect or permit to be erected any buildings or other structures on the servient tenement being Lot 1 DP 514603 within fifty (50) metres of the boundary between Lot 1 DP 514603 and Lots 1 & 2 DP 207186.
- c) Not to plant or permit to be planted any trees shrubs or plants on the servient tenement being Lot 1 DP 514603 that exceed a height of five (5) meters above the natural ground level at the base of the tree, shrub or plant, within thirty (30) metres of the boundary between Lot 1 DP 514603 and Lots 1 & 2 DP 207186.

Remedy on Breach

If there should be any breach of any of the covenants contained in this Deed and without prejudice to any other liability which the Grantor may have to the Grantee the Grantor will upon written demand being made by the Grantee:-

- a. Pay to the person making such demand as liquidated damages the sum of \$100 (One hundred Dollars) per week for every week (Seven days) that such a breach or non-observance continues after the date upon which written demand has been made; and
- b. Do or cause to be done anything necessary to remedy any such breach.

In the event that the Grantor does not comply with paragraph (b) of this clause within fifteen working days after demand has been made then the Grantor hereby irrevocably authorises the Grantee together with their employees and agents to enter and remain upon the Property to do anything necessary to remedy any breach at the Grantor's cost and without being liable for any damage or deterioration occasioned to the Property in exercising these powers. The cost of remedying any of the Grantor's obligations under this instrument by the Grantee shall be recoverable from the Grantor on demand and until such costs are paid, they shall bear interest by way of liquidated damages at the rate of 20% per annum calculated on a daily basis.

PROVIDED HOWEVER that the Grantee shall not be required to or be obliged to enforce all or any of the covenants stipulations and restrictions contained in this Deed.

STATEMENT OF PASSING OVER

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