View Instrument Details

Instrument No	9971556.4
Status	Registered
Date & Time Lodged	12 February 2015 15:21
Lodged By	Kennedy, Hamish
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
654607	Nelson
654608	Nelson
NL7C/1125	Nelson

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 5502987.2 has consented to this transaction and I hold that consent	☑
I certify that the Mortgagee under Mortgage 9161779.2 has consented to this transaction and I hold that consent	☑

Signature

Signed by Hamish Kennedy as Grantor Representative on 12/02/2015 03:18 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 Hamish Kennedy as Grantee Representative on 12/02/2015 03:19 PM

***** End of Report *****

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

Sections 90A and 90F, Land Transfer Act 1952

Grantor

Colin Edward Allen MOFFAT AND Susan Elizabeth MOFFAT as to title NL7C/1125 and
Mark Quentin HOLMES, Susan Joy HOLMES and KENNEDY & ASSOCIATES TRUSTEE COMPANY LIMITED as to title 654607

Grantee

Mark Quentin HOLMES, Susan Joy HOLMES and KENNEDY & ASSOCIATES TRUSTEE COMPANY LIMITED as to title 654608

Grant of easement or *profit á 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) 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	Easement Land Shown (plan reference)	Servient tenement (Computer Register)	Dominant tenement (Computer Register) *or* in gross
Right to convey electricity	G on DP 474985 H on DP 474985	Lot 1 DP 12535 CR NL7C/1125 Lot 1 DP 474985 CR 654607	Lot 2 DP 474985 CR 654608

Easements or *profit á 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 fifth schedule of the Property Law Act 2007.

The implied rights and powers are [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 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].

Form L
Annexure Schedule

Page 2 of 2 pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

"ANNEXURE SCHEDULE 2"

Terms, conditions, covenants or restrictions in respect of any of the above easements

1. The power cable or wires, or any replacement cable or wires shall be laid underground to a minimum depth of one (1) metre along the easement facility and shall be for the service of a single dwelling unit and associated garage only. The size of the cable or wires shall be in accordance with the standard electrical requirements for the service of a single dwelling unit and associated garage.

1. The cost of maintaining, repairing or replacing any easement facility or part thereof shall be borne by the registered proprietors for the time being of the lots affected in the same proportion to which they have the actual use and enjoyment thereof, but no registered proprietor shall be liable to contribute to the cost of any such maintenance or repair which is in respect of any part thereof which is not used by him/her/it or in respect of which use has not commenced.

1.1. If any such maintenance, repair or replacement becomes necessary through the act, omission, neglect or default of one or more registered proprietors then that registered proprietor, or if more than one then those registered proprietors, shall bear the whole of the costs of such maintenance, repair or replacement.

2. No building or other improvements shall be erected or constructed and no trees or shrubs are to be planted in any position that is likely to interfere with the exercise of the rights and powers contained or implied in any easement created herein.

3. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the modifications in this Easement Instrument, the modifications shall prevail.

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

474985

Page 1 of 1 pages

Consentor *Surname must be underlined*	**Capacity and Interest of Consentor** *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
WESTPAC NEW ZEALAND LIMITED	Mortgagee under mortgage 9161779.2

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [ ] if inconsistent with the consent
Statefull 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 all documents required to deposit plan 474985 and issue new titles for the lots shown on that plan, including creation of easements.

Dated this 21st day of May 2014

Attestation

Signature of Consentor	**Signed in my presence by the Consentor** Signature of Witness *Witness to complete in BLOCK letters (unless legibly printed)* Witness name Mark Robert Paling Occupation BANK OFFICER Address 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.

REF; 7029 – AUCKLAND DISTRICT LAW SOCIETY

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Jarrett McGregor 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 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** as at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** as 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 this 21 May 2014

Jarrett McGregor