

Property Guru document ordering service

Document, Interest, Instrument: 9965731.5

CoreLogic Reference: 2791246/1

Processed: 25 October 2019

Sourced from Property Guru, a CoreLogic solution. For any queries about this document or this service please call 0800 355 355 or email documentordering@corelogic.co.nz.



Instrument No. 9965731.5
 Status Registered
 Date & Time Lodged 09 Feb 2015 11:22
 Lodged By Haw, Colleen Margaret
 Instrument Type Easement Instrument

**Affected Computer Registers Land District**

680300	Taranaki
680301	Taranaki
680302	Taranaki
680303	Taranaki

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 9792323.6 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 9792323.7 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 9792323.8 has consented to this transaction and I hold that consent

Signature

Signed by Paul Follett Carrington as Grantor Representative on 09/02/2015 10:46 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 Paul Follett Carrington as Grantee Representative on 09/02/2015 10:46 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

JOHN MCNEIL

Grantee

JOHN MCNEIL

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) DP 482965	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
ROW, Rights to convey water, electricity, gas, telecommunications and computer media Right to Drain Sewage	A	Lot 3 - 680301	Lot 2 - 680300 Lot 4 - 680302 Lot 5 - 680303
	B	Lot 4 - 680302	Lot 5 - 680303
Right to Drain Stormwater (secondary flow path)	B, C	Lot 4 - 680302	Lot 3 - 680301
	D	Lot 5 - 680303	Lot 3 - 680301 Lot 4 - 680302
	C	Lot 4 - 680302	Lot 5 - 680303

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 of Pages

Insert instrument type

Easement Instrument

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002 SAVE THAT:

- (a) In respect of easements of right of way where there is a conflict between the provisions of the Fourth Schedule to; the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail.

- (b) Where there is a conflict between the provisions of the Fourth Schedule and/or the Fifth Schedule and the modifications in this Easement Instrument, the modifications must 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

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	the Mortgagee under and by virtue of Memorandum of Mortgage Nos 9792323.6; 9792323.7 and 9792323.8
------------------	--

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~~

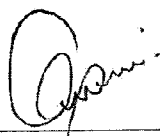
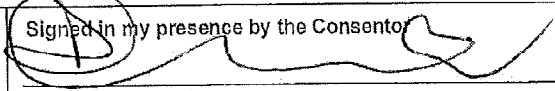
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

- Easement to create right of way, rights to convey water, electricity, gas, telecommunications and computer media, rights to drain sewage, right to drain stormwater (secondary flow path)

Dated this 22 day of JAN 2015 20

Attestation

Craig Anthony Muir of Auckland, in New Zealand Manager Lending Operations ASB BANK LIMITED 	Signed in my presence by the Consentor 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Doug Gibson Occupation Bank Officer Address 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 Craig Anthony Muir of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **26 October 2011** and deposited with Land Information New Zealand and registered number **8911871.2** 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:

General Manager, Lending Operations
Head of Lending Operations
Manager Lending Operations
Legal Executive, Lending Operations
General Manager, Retail Credit
Head of Financial Help and Recoveries
Senior Credit Recoveries Manager
Credit Recoveries Manager
Manager Business Risk

2. THAT I hold the appointment of Manager, Lending Operations 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.

Craig Anthony Muir

SIGNED at Auckland this 22 day of January 2015

V2014.01