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View Instrument Details

Instrument No. 10687195.11
Status Registered
Date & Time Lodged 06 Apr 2017 12:12
Lodged By Kemps, Michael Peter
Instrument Type Easement Instrument



Affected Computer Registers	Land District
767734	South Auckland
767735	South Auckland
767736	South Auckland
767737	South Auckland
767738	South Auckland
767739	South Auckland
767740	South Auckland
767741	South Auckland
767742	South Auckland
767743	South Auckland
767744	South Auckland
767745	South Auckland
767746	South Auckland
767747	South Auckland
767748	South Auckland
767749	South Auckland
767750	South Auckland
767751	South Auckland
767752	South Auckland
767753	South Auckland
767754	South Auckland
767755	South Auckland
767756	South Auckland
767757	South Auckland
767758	South Auckland
767759	South Auckland
767762	South Auckland
767763	South Auckland
767764	South Auckland
767765	South Auckland
767766	South Auckland
767769	South Auckland
767770	South Auckland
767771	South Auckland
767772	South Auckland
767773	South Auckland
767774	South Auckland
767775	South Auckland
767776	South Auckland
767777	South Auckland
767778	South Auckland

Affected Computer Registers Land District

767779	South Auckland
767780	South Auckland
767781	South Auckland
767782	South Auckland
767783	South Auckland
767784	South Auckland
769980	South Auckland

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

Signature

Signed by Michael Peter Kempas as Grantor Representative on 06/04/2017 11:13 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 Michael Peter Kempas as Grantee Representative on 06/04/2017 11:13 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

2007/6225
Approved
Registrar-General of Land

Land registration district

SOUTH AUCKLAND

BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

ARMADALE HOLDINGS LIMITED and WESTERN BAY OF PLENTY DISTRICT COUNCIL

Grantee

Surname(s) must be underlined or in CAPITALS.

WESTERN BAY OF PLENTY DISTRICT COUNCIL

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).

Certified correct for the purposes of the Land Transfer Act 1952

Annexure Schedule 1

2007/6225
Approved
Registrar-General of Land

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 (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Drain Water & Sewage	Shown as 'A' on DP 500516	Lot 203 DP 500516 (767734, 767735 & 767737)	In gross
	Shown as 'E' on DP 500516	Lot 202 DP 500516 (767739 & 767741)	In gross
	Shown as 'F' on DP 500516	Lot 8 DP 500516 (767740)	In gross
	Shown as 'H' on DP 500516	Lot 11 DP 500516 (767743)	In gross
	Shown as 'J' & 'RE' on DP 500516	Lot 13 DP 500516 (767745)	In gross
	Shown as 'O' on DP 500516	Lot 17 DP 500516 (767749)	In gross
	Shown as 'P' on DP 500516	Lot 18 DP 500516 (767750)	In gross
	Shown as 'U' on DP 500516	Lot 21 DP 500516 (767753)	In gross
	Shown as 'X' on DP 500516	Lot 22 DP 500516 (767754)	In gross
	Shown as 'Y' on DP 500516	Lot 23 DP 500516 (767755)	In gross

	Shown as 'AB' on DP 500516	Lot 26 DP 500516 (767758)	In gross
	Shown as 'AC' on DP 500516	Lot 27 DP 500516 (767759)	In gross
	Shown as 'RH' on DP 500516	Lot 14 DP 500516 (767746)	In gross
Right to Drain Water	Shown as 'B' on DP 500516	Lot 3 DP 500516 (767735)	In gross
	Shown as 'C' on DP 500516	Lot 4 DP 500516 (767736)	In gross
	Shown as 'D' on DP 500516	Lot 6 DP 500516 (767738)	In gross
	Shown as 'G' on DP 500516	Lot 10 DP 500516 (767742)	In gross
	Shown as 'I' on DP 500516	Lot 12 DP 500516 (767744)	In gross
	Shown as 'K' on DP 500516	Lot 14 DP 500516 (767746)	In gross
	Shown as 'M' & 'BK' on DP 500516	Lot 15 DP 500516 (767747)	In gross
	Shown as 'N' on DP 500516	Lot 16 DP 500516 (767748)	In gross
	Shown as 'S' on DP 500516	Lot 19 DP 500516 (767751)	In gross
	Shown as 'L' & 'T' on DP 500516	Lot 20 DP 500516 (767752)	In gross
	Shown as 'W' on DP 500516	Lot 21 DP 500516 (767753)	In gross
	Shown as 'Z' on DP 500516	Lot 24 DP 500516 (767756)	In gross
	Shown as 'AA' & 'BJ' on DP 500516	Lot 25 DP 500516 (767757)	In gross
	Shown as 'AD' on DP 500516	Lot 30 DP 500516 (767762)	In gross
	Shown as 'AE' & 'AH' on DP 500516	Lot 31 DP 500516 (767763)	In gross
	Shown as 'AI' on DP 500516	Lot 32 DP 500516 (767764)	In gross
	Shown as 'AL' & 'AT' on DP 500516	Lot 39 DP 500516 (767771)	In gross
	Shown as 'AU' & 'AM' on DP 500516	Lot 40 DP 500516 (767772)	In gross
	Shown as 'AN' on DP 500516	Lot 206 DP 500516 (769980)	In gross
	Shown as 'AR' on DP 500516	Lot 37 DP 500516 (767769)	In gross

	Shown as 'AS' on DP 500516	Lot 38 DP 500516 (767770)	In gross
	Shown as 'AV' on DP 500516	Lot 41 DP 500516 (767773)	In gross
	Shown as 'AW' & 'AO' on DP 500516	Lot 42 DP 500516 (767774)	In gross
	Shown as 'AX' on DP 500516	Lot 43 DP 500516 (767775)	In gross
	Shown as 'AY' on DP 500516	Lot 44 DP 500516 (767776)	In gross
	Shown as 'AZ' on DP 500516	Lot 45 DP 500516 (767777)	In gross
	Shown as 'BA' on DP 500516	Lot 46 DP 500516 (767778)	In gross
	Shown as 'BB' on DP 500516	Lot 47 DP 500516 (767779)	In gross
	Shown as 'BC' on DP 500516	Lot 48 DP 500516 (767780)	In gross
	Shown as 'BD' on DP 500516	Lot 49 DP 500516 (767781)	In gross
	Shown as 'BE' on DP 500516	Lot 50 DP 500516 (767782)	In gross
	Shown as 'BF' on DP 500516	Lot 51 DP 500516 (767783)	In gross
	Shown as 'BG' on DP 500516	Lot 52 DP 500516 (767784)	In gross
Right to Drain Sewage	Shown as 'AF' on DP 500516	Lot 30 DP 500516 (767762)	In gross
	Shown as 'AG' on DP 500516	Lot 31 DP 500516 (767763)	In gross
	Shown as 'AJ' on DP 500516	Lot 33 DP 500516 (767765)	In gross
Right to Drain Water and Sewage , Right to Convey Water	Shown as 'AK' on DP 500516	Lot 204 DP 500516 (767764 & 767766)	In gross

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 provided 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] and [~~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].~~

~~[The provisions set out in Annexure Schedule 2].~~

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 2

Insert below

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

Dated

Page

of

Pages

The rights and powers implied in the easement by the Land Transfer Regulations 2002 are varied and added to as follows:

1. Any terms used in this easement that are defined in the Land Transfer Regulations 2002 shall take those meanings.
2. Where there is a conflict between the provisions of the Schedule 4 to the Land Transfer Regulations 2002 (Schedule 4) and the modifications in this easement, the modifications must prevail.
3. Any maintenance, repair or replacement of the easement facility / facilities, whether on the servient tenement or similar facilities of the Grantee connected to the easement(s), that is necessary because of any act or omission by the Grantor (which includes agents, employees, contractors, subcontractors and invitees of the Grantor) must be carried out promptly by the Grantor and at the Grantor's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantor must be in proportion to the amount attributable to the act or omission (with the balance payable in accordance with clause 11 of the Schedule 4).
4. The Grantee shall alone determine both the nature of the easement facility and where, how and when it is to be laid along the stipulated course or in the stipulated area and the agreement of the Grantor is not required to any of these.
5. No breach of the terms of this easement by the Grantee shall entitle the Grantor to cancel or revoke this easement.
6. The Grantee is not compelled to drain water or sewage or convey water along the stipulated course or in the stipulated area.
7. Any rights or immunities from liability or powers or remedies which the Grantee may have by statute or at common law are not affected by this grant and the Grantee shall have those rights or immunities and may exercise those powers or remedies independently of this grant.
8. The exercise of any rights or powers conferred on the Grantee by this instrument shall not entitle the Grantor to the payment of compensation under the provisions of any enactment or at law but nothing in this Clause 8 shall operate as a waiver of the Grantor's rights or remedies if the Grantee breaches any of the provisions of this instrument.
9. The words "from the dominant land" are deleted from Clause 4(1) in Schedule 4 of the above Regulations.