



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

Search Copy




R. W. Muir
Registrar-General
of Land

Identifier 588309
Land Registration District North Auckland
Date Issued 10 June 2013

Prior References
550381

Estate Fee Simple
Area 267 square metres more or less
Legal Description Lot 1 Deposited Plan 455874

Registered Owners
Michelle Renee Smith

Interests

8671012.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 3.3.2011 at 9:09 am

8699441.1 Encumbrance to Hobsonville Point Residents Society Incorporated - 11.3.2011 at 2:22 pm

8746037.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.4.2011 at 3:19 pm

9394606.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 10.6.2013 at 8:52 am

Subject to a overhanging eave and maintenance right over part marked AK and a party wall right over part marked BN on DP 455874 created by Easement Instrument 9394606.5 - 10.6.2013 at 8:52 am

Appurtenant hereto is a overhanging eave and maintenance right and a party wall right created by Easement Instrument 9394606.5 - 10.6.2013 at 8:52 am

The easements created by Easement Instrument 9394606.5 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey electricity, telecommunications and computer media (in gross) over part marked BC on DP 455874 in favour of Vector Limited created by Easement Instrument 9394606.9 - 10.6.2013 at 8:52 am

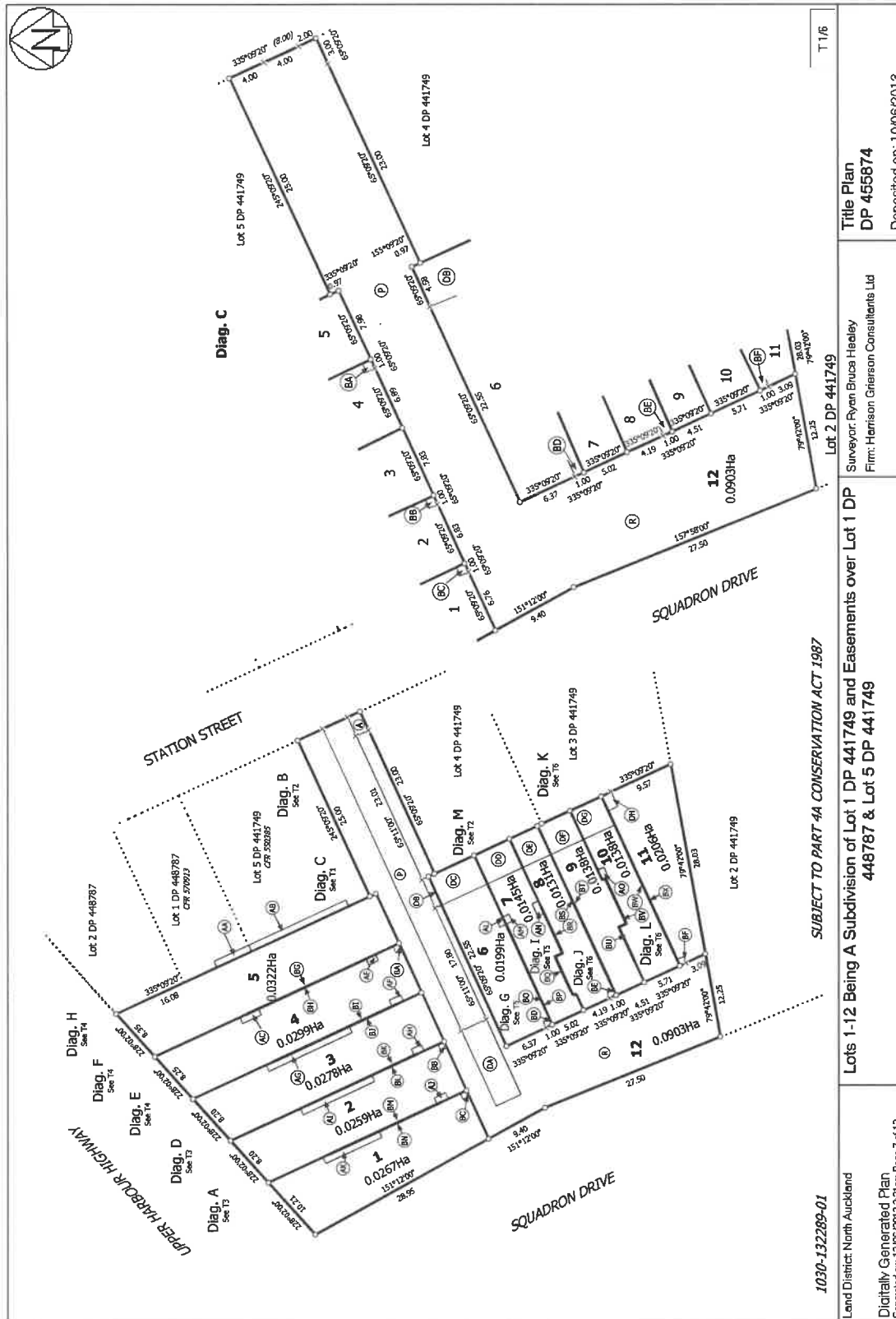
9394606.11 Encumbrance to Station Street Shared Lane Society Incorporated - 10.6.2013 at 8:52 am

Subject to Part IVA Conservation Act 1987

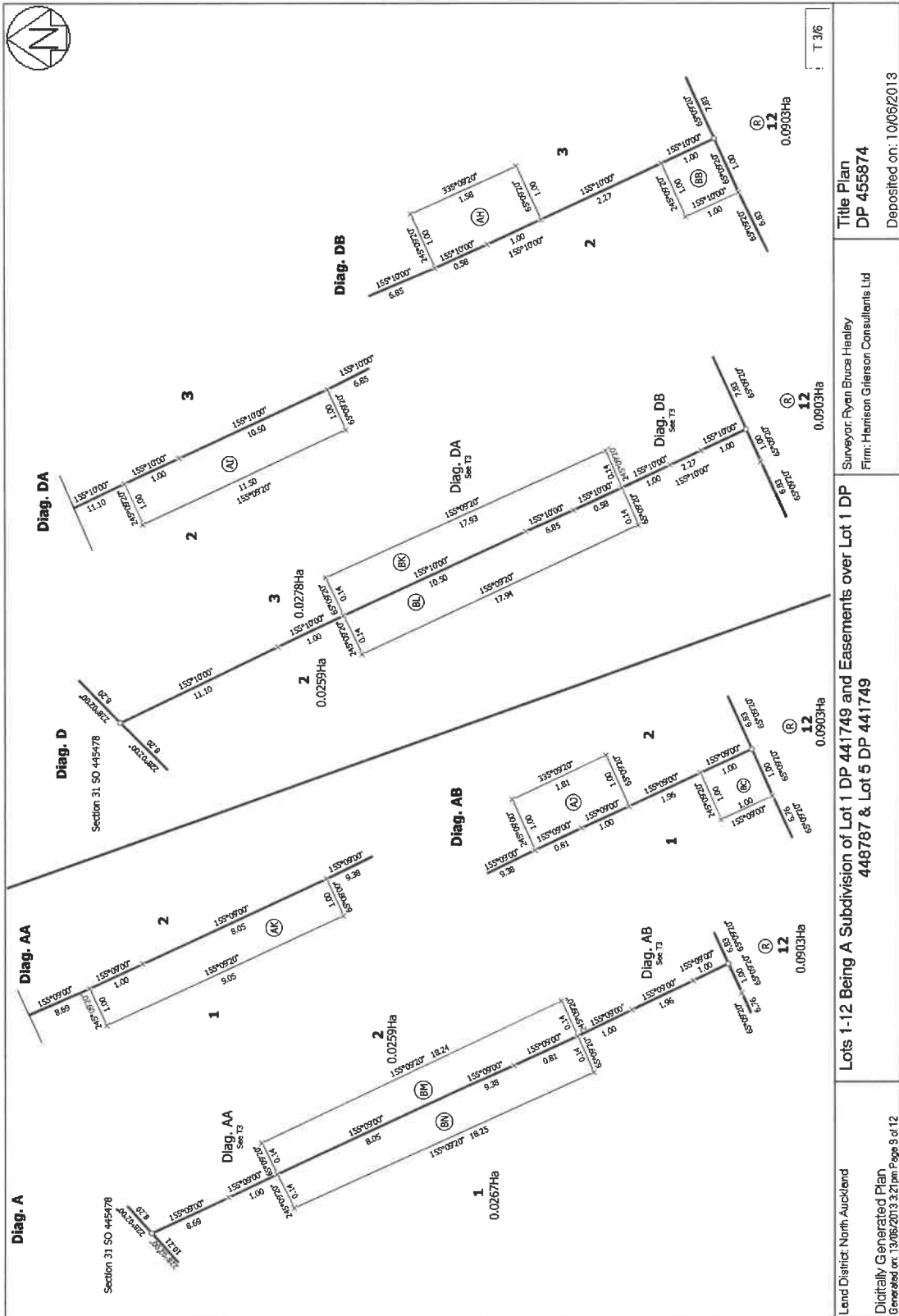
Subject to Section 11 Crown Minerals Act 1991

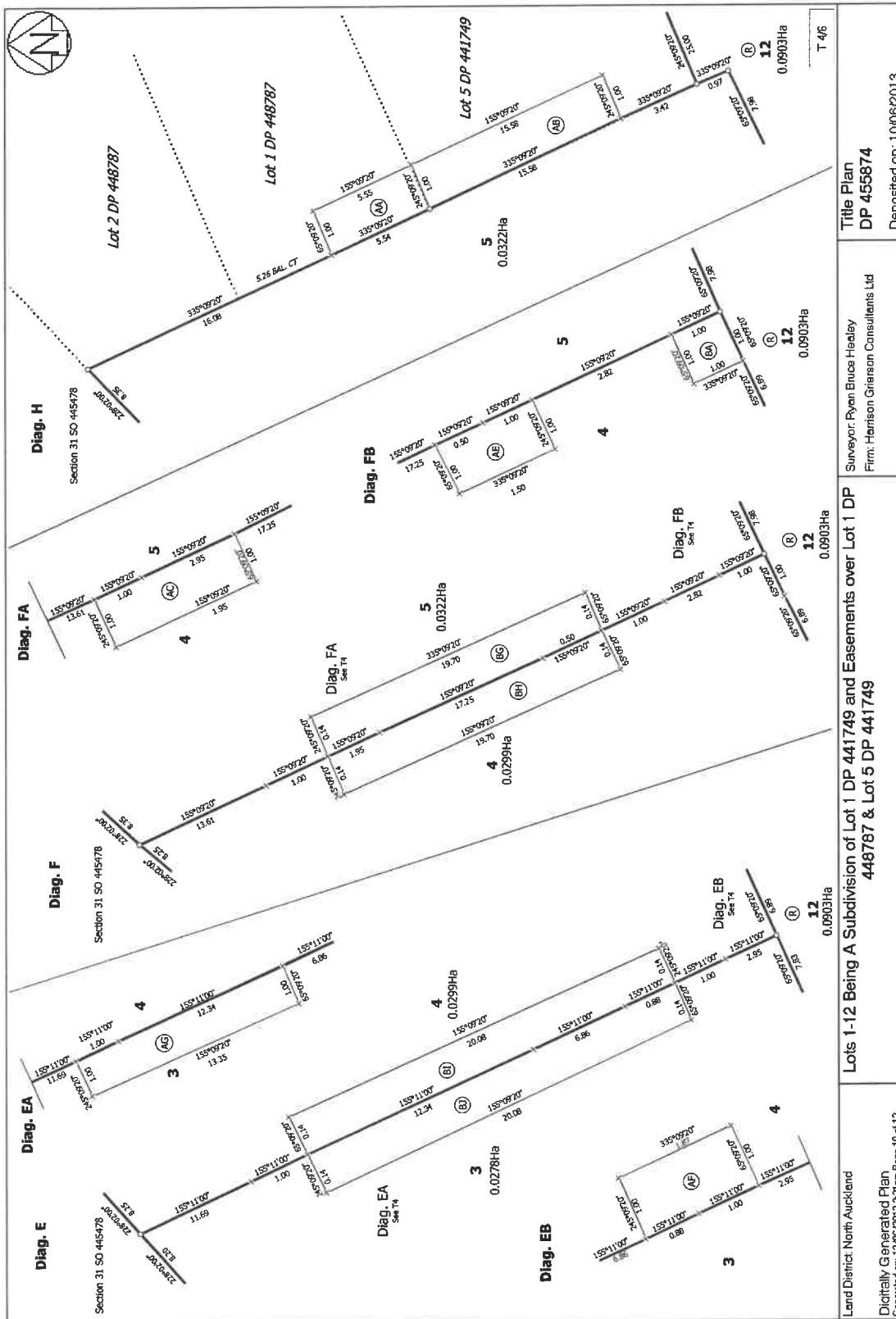
Fencing Covenant in Transfer 9430586.2 - 24.6.2013 at 2:39 pm

9430586.3 Mortgage to ASB Bank Limited - 24.6.2013 at 2:39 pm



1030-132289-01	Lot 2 DP 441749	T/16
Land District: North Auckland	Surveyor: Ryan Bruce Healey Firm: Harrison Gerson Consultants Ltd	Title Plan DP 455874
Digitally Generated Plan Generated on: 13/06/2013 3:21pm Page 7 of 12	Lots 1-12 Being A Subdivision of Lot 1 DP 441749 and Easements over Lot 1 DP 448787 & Lot 5 DP 441749	Deposited on: 10/06/2013



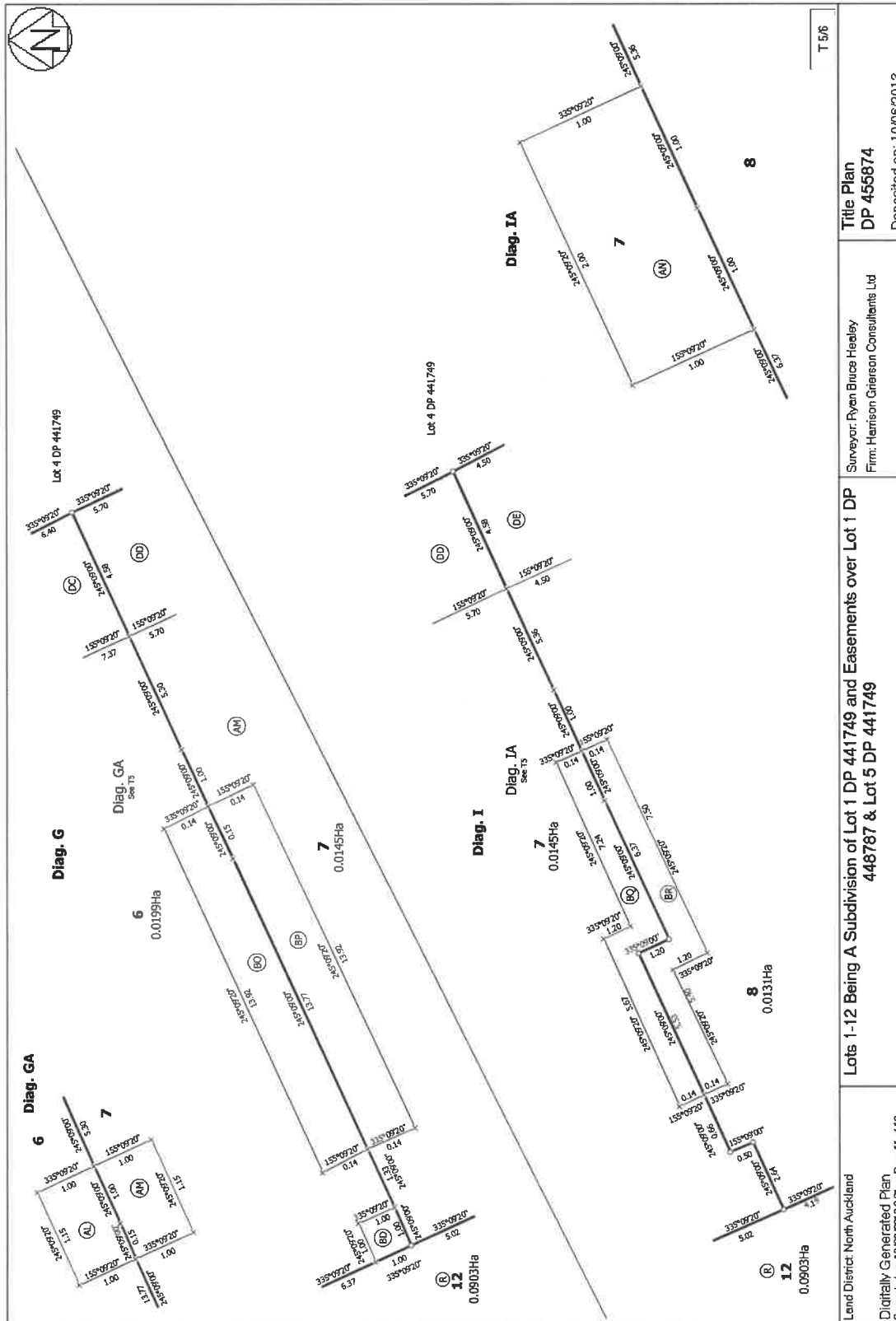


Land District North Auckland
 Digitally Generated Plan
 Generated on: 13/06/2013 3:21pm Page 10 of 12

Surveyor: Ryan Bruce Healey
 Firm: Harrison Gimson Consultants Ltd

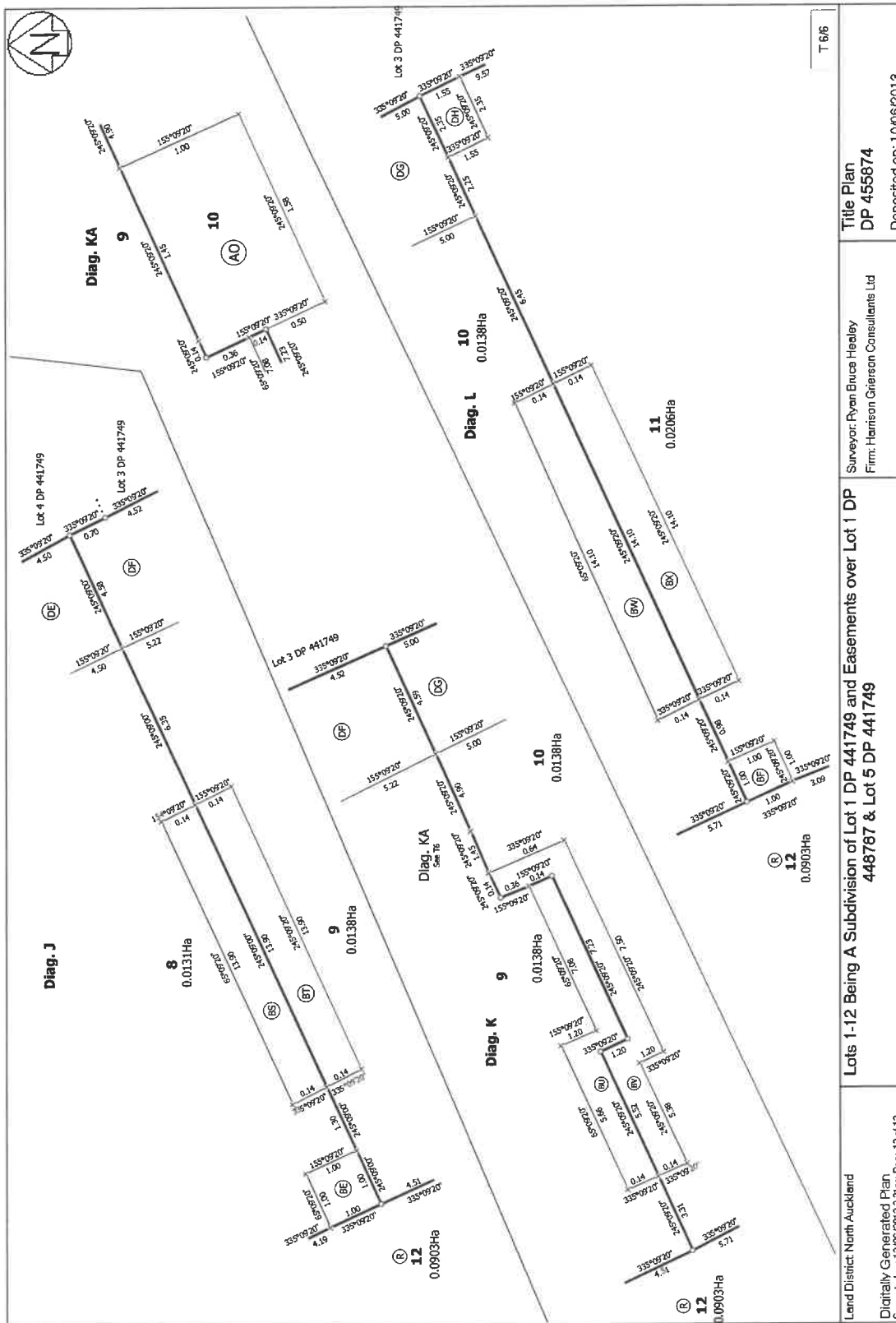
Title Plan
 DP 455874

Deposited on: 10/06/2013



T 5/6

<p>Land District: North Auckland</p> <p>Digitally Generated Plan</p> <p>Generated on: 13/06/2013 3:21pm Page 11 of 12</p>	<p>Lots 1-12 Being A Subdivision of Lot 1 DP 441749 and Easements over Lot 1 DP 448787 & Lot 5 DP 441749</p>	<p>Surveyor: Ryan Bruce Healey</p> <p>Firm: Harrison Grierson Consultants Ltd</p>	<p>Title Plan</p> <p>DP 455874</p> <p>Deposited on: 10/06/2013</p>
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T 6/6

Land District North Auckland	Digitally Generated Plan Generated on: 13/08/2013 3:21pm Page 12 of 12	Lots 1-12 Being A Subdivision of Lot 1 DP 441749 and Easements over Lot 1 DP 448787 & Lot 5 DP 441749	Surveyor: Ryan Bruce Healey Firm: Harrison Giersen Consultants Ltd	Title Plan DP 455874	Deposited on: 10/06/2013
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View Instrument Details

Instrument No. 8671012.2
Status Registered
Date & Time Lodged 03 Mar 2011 09:09
Lodged By Wallace, Anne Michele
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
510743	North Auckland
515392	North Auckland

Annexure Schedule: Contains 3 Pages.

Signature

Signed by Anthea Mary Coombes as Territorial Authority Representative on 03/03/2011 08:47 AM

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

IN THE MATTER of a Plan lodged
for Deposit
under Number
438785

Pursuant to Section 221 of the Resource Management Act 1991 the **AUCKLAND COUNCIL HEREBY GIVES NOTICE** that its subdivision consent given in respect of Land Transfer Plan 438785 is conditional inter alia upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Second and Third Schedules hereto with the condition/s set forth in the First Schedule hereto.

FIRST SCHEDULE

Second Schedule – Lots 1 to 8, 119, 121 and 122 on Deposited Plan 438785 - Conditions DE 6, GT 10 and GT 11 and PK 8

1. In order to mitigate against adverse effects on the environment and to reduce the dependency on water importation, the following methods must be adopted by the Owners of the land described in the Second Schedule hereto in respect of all future dwellings to be constructed on the land(s) and the Owners shall meet the following specific requirements on an ongoing basis:
 - (a) rainwater runoff from each of the proposed dwellings must be collected and reused for toilet flushing, washing machine and garden use. The tank must be sized to supply at least 75% of the water required for the Owner's land and shall be integrated into buildings and/or landscaping so that they are not visually intrusive. Some flexibility in rain tank minimum size is permitted to ensure effective landscape integration; and
 - (b) each dwelling shall use water efficient '3 Star' rated or better toilets, showerheads and taps, or achieve equivalent flow rates by alternative means; and

- 2 -

- (c) when the Code Compliance Certificate is issued for the dwelling on the Owner's land described in the Second Schedule hereto and at two yearly intervals thereafter, the Owner shall, at the Owner's expense provide to the Council a report from a Registered Drainlayer/Plumber demonstrating that the water re-use system installed as a condition of Consent RMA 2008-1736 or as a condition of any future building consent for the proposed buildings is functioning in accordance with its intended purpose.
2. At the time of building, a Chartered Professional Engineer (with experience of geotechnics) shall inspect any pile holes or footings for retaining walls or foundations constructed on the Owner's land described in the Second Schedule hereto and the Owner shall provide Council with a Producer Statement/Construction Review for this part of the work on the Owner's land. All development and construction relating to the proposed construction is carried out in accordance with the recommendations comprised within the Soil & rock Consultants Geotechnical Completion Report dated 5 July 2010 (and held in Council's records under RMA2008-1736) to the satisfaction of Council.
3. The Owner of the land described in the Second Schedule shall not place erect construct or permit to remain any fencing on any part of the boundaries of or within two metres of the boundaries between any of the lands described in the Second Schedule hereto and any reserves, streets, pedestrian access ways or open spaces, unless such fencing:
 - (a) is "permeable" or of "low height" as set out in the Buckley Hobsonville Architecture and Landscape Design Guide and in accordance with Section 3.7, "General Urban Design Standards-Buildings Fronting Open Spaces and Pedestrian Walkways" (both held in Council's records); and
 - (b) does not have its "permeability" impaired by the growth of creepers or other vegetation over the fence.

- 3 -

4. If as a result of further development of Lot 119 on Deposited Plan 438785 the Owner's land is no longer adjacent to a reserve the Owner may apply to Council to part cancel this Consent Notice with respect to the ongoing condition contained in paragraph 3 as it affects the Owner's land.

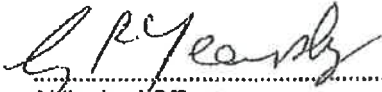
SECOND SCHEDULE

An estate in fee simple in all those parcels of land situated in the North Auckland Registry described as follows:

Lot(s)	D.P.	Identifier
1	438785	542479
2	438785	542480
3	438785	542481
4	438785	542482
5	438785	542483
6	438785	542484
7	438785	542485
8	438785	542486
119, 121 & 122	438785	542491

DATED this *2nd* day of *March* 2011

SIGNED for and on behalf of
the AUCKLAND COUNCIL


.....
Authorised Officer
Resource Consenting and
Compliance (Auckland-West)

Auckland Council Ref: RMA 2008-1736 (STAGE 1) AND RMA 2010-1644



View Instrument Details

Instrument No. 8699441.1
Status Registered
Date & Time Lodged 11 Mar 2011 14:22
Lodged By Johns, Angela Marie
Instrument Type Encumbrance



Affected Computer Registers	Land District
542479	North Auckland
542480	North Auckland
542481	North Auckland
542482	North Auckland
542483	North Auckland
542484	North Auckland
542485	North Auckland
542486	North Auckland

Annexure Schedule: Contains 5 Pages.

Encumbrancer Certifications

- I certify that I have the authority to act for the Encumbrancer 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 Anthea Mary Coombes as Encumbrancer Representative on 11/03/2011 12:48 PM

Encumbrancee Certifications

- I certify that I have the authority to act for the Encumbrancee 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 Anthea Mary Coombes as Encumbrancee Representative on 11/03/2011 12:48 PM

*** End of Report ***

Encumbrance instrument
(Section 101 Land Transfer Act 1952)

2009/6232EF
APPROVED
Registrar-General of Land

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
542479, 542480, 542481 542482, 542483, 542484 542485, 542486	All	

Encumbrancer

HER MAJESTY THE QUEEN

Encumbrancee

HOBSONVILLE POINT RESIDENTS' SOCIETY INCORPORATED

Estate or interest to be encumbered*Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee Simple

Encumbrance Memorandum Number

Nil

Nature of security*State whether sum of money, annuity or rentcharge and amount*

~~\$10.00 (ten dollars) per annum (plus GST) or twice the GST inclusive annual levy or levies payable from time to time by the Encumbrancer to the Encumbrancee~~

Encumbrance*Delete words in [], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the ~~[above Encumbrance Memorandum]~~ [Annexure Schedule(s)] and so as to incorporate in this Encumbrance the terms and other provisions set out in the ~~[above Encumbrance Memorandum]~~ ~~and~~ [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.



Terms

1 Length of term 999 years	
2 Payment date(s) **	**
3 Rate(s) of Interest **	See otherwise in accordance with the Annexure Schedule
4 Event(s) in which the sum, annuity or rentcharge becomes payable **	
5 Event(s) in which the sum, annuity or rentcharge ceases to be payable **	

Covenants and conditions

Continue in Annexure Schedule(s), if required

--

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

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Form L

Annexure Schedule

Page of Pages

Insert instrument type

Encumbrance

Continue in additional Annexure Schedule, if required

BACKGROUND

- A The Encumbrancer is the registered proprietor of all the land described herein (the "Land").
- B The Encumbrancee has been incorporated for the purposes of:
- (a) Promulgating and/or enforcing the Rules of Conduct of the Encumbrancee, and enforcing the land Covenants (registered against the Land for the benefit of other Members) of the Encumbrancee;
 - (b) Levying the Members for the purpose of providing funds for and meeting the costs and expenses of fulfilling the Encumbrancee's duties under the Rules; and
 - (c) Managing, maintaining, repairing, replacing or landscaping (as the case may be) certain assets on or adjacent to the Land in accordance with the Rules.
- C Once this Encumbrance and the Covenants are registered, the registered proprietor for the time being of the Land will be required to become and, for so long as a registered proprietor continues to be the registered proprietor of the Land, remain a member of the Encumbrancee and abide by the Rules of the Encumbrancee, the Rules of Conduct and the Covenants.
- D The Encumbrancer has agreed to encumber the Land for the better performance of the obligations of the registered proprietor from time to time of the Land to the Encumbrancee.

COVENANTS

- 1 The Encumbrancer hereby encumbers the Land for the benefit of the Encumbrancee for a term of 999 years commencing on the date of this encumbrance with an annual rent charge in respect of the Land, being the greater of \$10.00 per annum (plus GST) and two times the GST-inclusive annual levy or levies payable from time to time by the Encumbrancer to the Encumbrancee, as established under the Rules, plus any money payable under clause 2(g)(i) of this Encumbrancee.
- 2 The Encumbrancer covenants for itself and its successors in title with the Encumbrancee during the term of this Encumbrance that:
 - (a) Upon becoming registered as proprietor of the Land the Encumbrancer will immediately join (and be deemed to join) the Encumbrancee as a member; and
 - (b) So long as the Encumbrancer is registered as proprietor of the Land (and not otherwise) the Encumbrancer will at all times be and remain a Member in good standing of the Encumbrancee; and
 - (c) The Encumbrancer will promptly pay to the Encumbrancee all levies and other proper charges levied by the Encumbrancee in respect of the Encumbrancer's membership of the Encumbrancee and the Encumbrancer's Land; and
 - (d) The Encumbrancer will be bound by and will comply with the Rules of the Encumbrancee including the Rules of Conduct and Covenants (incorporated under the Rules); and
 - (e) The Encumbrancer shall not commence any proceedings against any other Member of the Encumbrancee for a breach of the Rules or for a breach of the Covenants (pursuant to a

Form L

Annexure Schedule

Page of Pages

Insert Instrument type

Encumbrance

Member's powers under the covenants) without first, on each occasion, referring the default to the Encumbrancee or its Manager and allowing the Encumbrancee a reasonable opportunity (having regard to the seriousness and nature of the default) to enforce the Rules or the Covenants against the defaulting Member; and

- (f) If the Encumbrancee takes steps to enforce the Rules or Covenants (as the case may be) against any defaulting Member, then the Encumbrancer irrevocably waives its rights under the Rules, Rules of Conduct or Covenants (as the case may be) to enforce their rights in relation to the matters amounting to the breach of the Rules or Covenants enforced by the Encumbrancee; and
- (g) In the event that any Encumbrancer is in breach of the Rules, Rules of Conduct or Covenants the defaulting Encumbrancer shall upon written demand being made by the Encumbrancee:
- (i) Upon receiving reasonable notice from the Encumbrancee remedy any breach if capable of remedy on terms and conditions imposed by the Encumbrancee which may involve being required to remove any vehicle or moveable items, structure or building material erected or placed on the Land in breach or non-observance of the terms of the Rules, Rules of Conduct or Covenants; and/or
- (ii) Where damage has been caused by the Encumbrancer within the development managed by the Encumbrancee, make good such damage.
- (h) In the event that any Encumbrancer fails to comply with its obligations pursuant to clause 2(g) the Encumbrancee shall be entitled to remedy the default of the Encumbrancer and recover all costs of so doing from the Encumbrancer (including all management and administration fees reasonably incurred). Such costs shall incur interest at the Encumbrancers bankers' usual overdraft rate from the date of which such costs are due and payable by the Encumbrancer until the date of payment.
- (i) Prior to transferring ownership of the Land, the Encumbrancer shall procure the purchaser of the Land to enter into, execute and deliver to the Encumbrancee a deed of covenant in favour of the Encumbrancee, wherein the purchaser covenants to become a Member contemporaneously with the transfer of the Land, to remain a member, and to observe and perform the obligations of a Member as set out in the Rules; and
- (j) Immediately following settlement of any sale of the Land, the Encumbrancer will give notice of the sale (including particulars of the name and address of the purchaser) to the Encumbrancee.

3 Notwithstanding anything contained in clause 1 of this Encumbrance, for so long as the Encumbrancer fully complies with its obligations:

- (a) As a Member pursuant to the Rules, including (but without limitation) the obligation to pay annual levies; and
- (b) As Owner of the Land under the Covenants;

Then, the rent charge reserved by this Encumbrance shall be deemed to have been paid.

4 Section 185 of the Property Law Act 2007 applies to this Encumbrance, and without prejudice to the Encumbrancee's right of action at common law as a rent chargee the Encumbrancee shall be entitled to the powers and remedies given to encumbrancees under the Land Transfer Act 1952 and the Property Law Act 2007.

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Encumbrance

5 Except where a contrary intention appears from the context:

- (a) Terms appearing in this Encumbrance that are defined in the Rules shall have the meaning given to them in the Rules;
- (b) References to "Encumbrancer" shall mean the initial Encumbrancer named in this deed, and its successors in title to the Land, and the terms of this memorandum shall bind the Encumbrancer only for so long as the Encumbrancer is registered proprietor of any Land.



View Instrument Details



Instrument No 8746037.2
Status Registered
Date & Time Lodged 19 April 2011 15:19
Lodged By Coombes, Anthea Mary
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
541384	North Auckland
542486	North Auckland
542491	North Auckland

Annexure Schedule: Contains 1 Page.

Signature

Signed by Anthea Mary Coombes as Territorial Authority Representative on 18/04/2011 03:56 PM

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

IN THE MATTER of a Plan lodged
for Deposit
under Number
438423

Pursuant to Section 221 of the Resource Management Act 1991 the **AUCKLAND COUNCIL** HEREBY GIVES NOTICE that its subdivision consent given in respect of Land Transfer Plan 438423 is conditional *inter alia* upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Second Schedule hereto with the conditions set forth in the First Schedule hereto.

FIRST SCHEDULE

At the stage of future development of the land described in the Second Schedule hereto the Developer must supply to Council a tabulation of the existing impermeable surfaces within the catchment. This is required to demonstrate the construction of impermeable surfaces is proceeding in accordance with the Integrated Catchment Management Plan (ICMP) and Comprehensive Development Plan (CDP) Requirements.

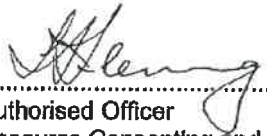
SECOND SCHEDULE

An estate in fee simple in all those parcels of land situated in the North Auckland Registry described as follows:

Lot	D.P.	Identifier
8	438423	541384

DATED this *14th* day of *April* 2011

SIGNED for and on behalf of
the AUCKLAND COUNCIL


.....
Authorised Officer
Resource Consenting and
Compliance (Auckland-West)

Auckland Council Ref: RMA 2010-308

20441812\Consent Notice for Plan 438423



View Instrument Details

Instrument No 9394606.2
Status Registered
Date & Time Lodged 10 June 2013 08:52
Lodged By Wallace, Anne Michele
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
550381	North Auckland

Annexure Schedule: Contains 3 Pages.

Signature

Signed by Anthea Mary Coombes as Territorial Authority Representative on 08/06/2013 12:42 PM

*** End of Report ***

IN THE MATTER of a Plan lodged
for Deposit under
Number 455874

PURSUANT to Section 221 of the Resource Management Act 1991 the **AUCKLAND COUNCIL HEREBY GIVES NOTICE** that its subdivision consent given in respect of Land Transfer Plan 455874 is conditional inter alia upon the compliance on a continuing basis by the Subdividing Landowner and the subsequent owners of the land in the Second Schedule hereto with the condition/s set forth in the First Schedule hereto.

FIRST SCHEDULE

In order to mitigate against adverse effects on the environment, the following methods must be adopted on all future dwellings on the lands described in the Second Schedule hereto and the Owner shall meet the following specific requirements with respect to the Owner's land:

- (a) rainwater runoff from each of the proposed dwellings on the land(s) described in the Second Schedule hereto must be collected and reused for toilet flushing, washing machine and garden use. The tank on the Owner's land must be sized to supply at least 75% of the water required and shall be integrated into buildings and/or landscaping so that they are not visually intrusive. Some flexibility in rain tank minimum size is permitted to ensure effective landscape integration.
- (b) each dwelling shall use water efficient 3 star rated or better toilets, showerheads and taps, or achieve equivalent flow rates by alternative means; and
- (c) impermeable areas shall in each case be limited to the Maximum Allowable Impermeable Area set out for the Owner's land described in the Second Schedule hereto; and

- 2 -

- (d) a minimum "Tool for Urban Sustainability Code of Practice" ("TUSC") rating is required to be maintained on each of the lands described in the Second Schedule hereto and is specified in the Second Schedule hereto for the Owner's land; and
- (e) on the second anniversary of the date of the issue of the Code Compliance Certificate for the dwelling constructed on the Owner's land described in the Second Schedule hereto and at two yearly intervals thereafter, the Owner must, at the Owner's expense provide to Council a report from a suitably qualified person demonstrating that the water re-use system installed as a condition of Resource Consent RMA SUB 2012-527 is functioning in accordance with its intended purpose and that the TUSC rating is maintained.

SECOND SCHEDULE

An estate in fee simple in all those parcels of land situated in the North Auckland Registry described as follows:


Lot	D.P.	Identifier	Building Typology	Lot Area (m ²)	Maximum Allowable Impermeable Area %	TUSC
1	455874	588309	Terrace	267	85%	34%
2	455874	588310	Terrace	259	85%	33%
3	455874	588311	Terrace	278	85%	34%
4	455874	588312	Terrace	299	85%	32%
5	455874	588313	Terrace	322	85%	33%
6	455874	588314	Terrace	199	85%	39%
7	455874	588315	Terrace	145	85%	41%

SECOND SCHEDULE (continued)

Lot	D.P.	Identifier	Building Typology	Lot Area (m²)	Maximum Allowable Impermeable Area %	TUSC
8	455874	588316	Terrace	131	85%	41%
9	455874	588317	Terrace	138	85%	40%
10	455874	588318	Terrace	138	85%	41%
11	455874	588319	Terrace	206	85%	43%

DATED this 29th day of May 2013

SIGNED for and on behalf of
the AUCKLAND COUNCIL


.....
Authorised Officer
Resource Consenting and
Compliance (Auckland-West)

Auckland Council Ref: SUB-2012-527



View Instrument Details

Instrument No 9394606.5
Status Registered
Date & Time Lodged 10 June 2013 08:52
Lodged By Wallace, Anne Michele
Instrument Type Easement Instrument



Affected Computer Registers	Land District
550385	North Auckland
588309	North Auckland
588310	North Auckland
588311	North Auckland
588312	North Auckland
588313	North Auckland
588314	North Auckland
588315	North Auckland
588316	North Auckland
588317	North Auckland
588318	North Auckland
588319	North Auckland

Annexure Schedule: Contains 7 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 Encumbrancee under Encumbrance 8699441.1 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 8734713.1 has consented to this transaction and I hold that consent

Signature

Signed by Anthea Mary Coombes as Grantor Representative on 12/06/2013 12:09 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 Anthea Mary Coombes as Grantee Representative on 12/06/2013 12:10 PM

*** 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

Her Majesty the Queen

Grantee

Her Majesty the Queen

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
Overhanging Eave and Maintenance	"AB" DP 455874	Lot 5 DP 441749 CT 550385	Lot 5 DP 455874 CT 588313
	"AC" DP 455874	Lot 4 DP 455874 CT 588312	Lot 5 DP 455874 CT 588313
	"AE" DP 455874	Lot 4 DP 455874 CT 588312	Lot 5 DP 455874 CT 588313
	"AF" DP 455874	Lot 4 DP 455874 CT 588312	Lot 3 DP 455874 CT 588311
	"AG" DP 455874	Lot 3 DP 455874 CT 588311	Lot 4 DP 455874 CT 588312
	"AH" DP 455874	Lot 3 DP 455874 CT 588311	Lot 2 DP 455874 CT 588310
	"AI" DP 455874	Lot 2 DP 455874 CT 588310	Lot 3 DP 455874 CT 588311
	"AJ" DP 455874	Lot 2 DP 455874 CT 588310	Lot 1 DP 455874 CT 588309
	"AK" DP 455874	Lot 1 DP 455874 CT 588309	Lot 2 DP 455874 CT 588310
	"AL" DP 455874	Lot 6 DP 455874 CT 588314	Lot 7 DP 455874 CT 588315
	"AM" DP 455874	Lot 7 DP 455874 CT 588315	Lot 6 DP 455874 CT 588314
	"AN" DP 455874	Lot 7 DP 455874 CT 588315	Lot 8 DP 455874 CT 588316
	"AO" DP 455874	Lot 10 DP 455874 CT 588318	Lot 9 DP 455874 CT 588317

Party Wall	"BG" DP 455874	Lot 5 DP 455874 CT 588313	Lot 4 DP 455874 CT 588312
	"BH" DP 455874	Lot 4 DP 455874 CT 588312	Lot 5 DP 455874 CT 588313
	"BI" DP 455874	Lot 4 DP 455874 CT 588312	Lot 3 DP 455874 CT 588311
	"BJ" DP 455874	Lot 3 DP 455874 CT 588311	Lot 4 DP 455874 CT 588312
	"BK" DP 455874	Lot 3 DP 455874 CT 588311	Lot 2 DP 455874 CT 588310
	"BL" DP 455874	Lot 2 DP 455874 CT 588310	Lot 3 DP 455874 CT 588311
	"BM" DP 455874	Lot 2 DP 455874 CT 588310	Lot 1 DP 455874 CT 588309
	"BN" DP 455874	Lot 1 DP 455874 CT 588309	Lot 2 DP 455874 CT 588310
	"BO" DP 455874	Lot 6 DP 455874 CT 588314	Lot 7 DP 455874 CT 588315
	"BP" DP 455874	Lot 7 DP 455874 CT 588315	Lot 6 DP 455874 CT 588314
	"BQ" DP 455874	Lot 7 DP 455874 CT 588315	Lot 8 DP 455874 CT 588316
	"BR" DP 455874	Lot 8 DP 455874 CT 588316	Lot 7 DP 455874 CT 588315
	"BS" DP 455874	Lot 8 DP 455874 CT 588316	Lot 9 DP 455874 CT 588317
	"BT" DP 455874	Lot 9 DP 455874 CT 588317	Lot 8 DP 455874 CT 588316
	"BU" DP 455874	Lot 9 DP 455874 CT 588317	Lot 10 DP 455874 CT 588318
	"BV" DP 455874	Lot 10 DP 455874 CT 588318	Lot 9 DP 455874 CT 588317
	"BW" DP 455874	Lot 10 DP 455874 CT 588318	Lot 11 DP 455874 CT 588319
	"BX" DP 455874	Lot 11 DP 455874 CT 588319	Lot 10 DP 455874 CT 588318

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 1]~~

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 _____}~~

Annexure Schedule

Page 1 of 4 Pages

Insert instrument type

Easement Instrument

*Continued in additional Annexure Schedule, if required***Continuation of easements and profits à prendre Rights and powers (including Terms, covenants, and conditions)**

In addition to the Fourth Schedule of the Land Transfer Regulations 2002 the following shall apply:

1. The "Interpretation" Clause 1 of the Fourth Schedule to the Land Transfer Regulations 2002 is varied by the addition of the following definitions or extension to definitions as the case may be:

"easement facility" is extended by the addition of sub-clauses (h) and (j) as follows:

"(h) in relation to a party wall right or easement means a "party wall" as defined below"

"(j) in relation to maintenance and eave overhang right or easement means "maintenance and eave overhang" as defined below"

"maintenance and eave overhang" means any overhanging eave on any maintenance and eave overhang easement area and includes:

- (a) any extension, modification or addition to any overhanging eave and/or maintenance;
- (b) any new overhanging eave erected in substitution for overhanging eave;
- (c) any part of the overhanging eave.

"maintenance and eave overhang area" means that part of the land described in Schedule A as being subject to a maintenance and eave overhang easement.

"maintenance and eave overhang easement" means the right recorded by this instrument in relation to each maintenance and eave overhang area.

"party wall" means a party wall erected on any party wall easement area and includes:

- (a) any extension, modification or addition to any party wall;
- (b) any new party wall erected in substitution for a demolished party wall;
- (c) all foundations supporting a party wall; and
- (d) any part of a party wall.

"party wall area" means that part of the land described in Schedule A as being subject to a party wall easement.

Insert instrument type

Easement Instrument

Continued in additional Annexure Schedule, if required

"party wall easement" means the right recorded by this instrument in relation to each party wall area.

2. The provisions to the Fourth Schedule to the Land Transfer Regulations 2002 are varied by adding provisions in relation to the party wall easement as follows:

2.1 The following provisions shall apply to each party wall easement;

(a) The Grantee has the right (in common with the Grantor) to:

- (i) erect a party wall on the party wall area;
- (ii) modify any party wall within the limits of the party wall area;
- (iii) use, encroach on and enjoy for the purpose of a party wall the party wall area;
- (iv) use and enjoy the support and enclosure of the structure on the servient land afforded by the party wall and the land upon which it stands; and
- (v) use and enjoy the foundations and construction of the party wall and any extension of the party wall below the surface of the party wall area.

(b) Any party on giving to the other party not less than six months' notice in writing of such intention, and provided it is reasonable, practicable and viable to do so, may demolish any existing party wall (including such part of any buildings necessarily involved or required to be demolished) and build upon the party wall area a suitable substitute party wall ("substitute party wall") as may reasonably be required for any building which that party is erecting or intending to erect as well as for the continued support and integrity of the other party's property and all other buildings affected.

(c) A party shall not be liable to contribute towards the cost of erection, reinstatement, repair or modification, of a party wall where the other party exercises or has exercised its rights to demolish under subclause 2.1(b) in which case that other party shall be solely liable for the cost of demolition of the existing party wall, the construction of the substitute party wall and any reinstatement required to any buildings or property affected;

(d) If a party wall requires demolition for any reason other than pursuant to subclause 2.1(b) the parties shall proceed to build a substitute party wall and the costs of demolition and erection shall be shared equally between them.

(e) The construction of any party wall, any substitute party wall and any modification to any party wall shall be carried out:

- (i) In a proper manner;
- (ii) In accordance with plans and specifications approved by the Grantor and

Insert instrument type

Easement Instrument

Continued in additional Annexure Schedule, if required

- Grantee (such approval not to be unreasonably withheld) before any work (including any demolition work) is commenced;
- (iii) In accordance with the requirements of law and the local authority having jurisdiction;
 - (iv) with all reasonable speed;
 - (v) in such a manner as to cause a little disturbance and nuisance as possible to the property and the occupiers and users of the other property; and
 - (vi) in such manner as to ensure that the party wall, any building supported by the party wall, and any property affected shall not be rendered unstable or unsafe or jeopardised in any manner.
- (f) A party exercising any right under these conditions shall make good, at the expense of that party, any damage which may be caused to the other property and any improvements situated on the other property.
- (g) The provisions of this clause are subject to clause 11 of the Fourth Schedule to the Land Transfer Regulations 2002.
- (h) Any party wall erected pursuant to a party wall easement shall be and remain the common property of the Grantor and the Grantee who shall have equal rights to the use, ownership and enjoyment of the party wall for such period as either party requires a party wall easement.
- (i) The provisions of this section shall apply to a substitute party wall.
3. The provisions to the Fourth Schedule to the Land Transfer Regulations 2002 are varied by adding provisions in relation to the maintenance and eave overhang easement as follows:
- (a) The right for the Grantee with contractor's equipment, materials and scaffolding to enter onto the easement areas marked "AB", "AC", "AE", "AF", "AG", "AH", "AI", "AJ", "AK", "AL", "AM", "AN", and "AO" on the servient land and remain for a reasonable time to inspect, repair, renew and decorate the building on the dominant land at the sole cost of the Grantee causing as little damage and disturbance to the Grantor as possible and making good any damage caused in exercise of the rights to the satisfaction of the Grantor.
 - (b) The boundary fence on the easement areas of the servient land is the sole responsibility of the Grantor.
 - (c) The right for the eave of the existing building erected on the dominant land to project into that part of the airspace of the servient land marked "AB", "AC", "AE", "AF", "AG", "AH", "AI", "AJ", "AK", "AL", "AM", "AN", and "AO"

Annexure Schedule

Page 4 of 4 Pages

Insert instrument type

Easement Instrument

Continued in additional Annexure Schedule, if required

so that such maintenance and eave overhangs the servient land.

(d) The right at all times to discharge rainwater on the servient land from the eave and any spouting, gutters and pipes attached to the eave.

4. If there is a conflict between the provision of this easement and Land Transfer Regulations 2002, the provisions of this easement shall prevail.

View Instrument Details



Instrument No 9394606.11
Status Registered
Date & Time Lodged 10 June 2013 08:52
Lodged By Wallace, Anne Michele
Instrument Type Encumbrance



Affected Computer Registers	Land District
588309	North Auckland
588310	North Auckland
588311	North Auckland
588312	North Auckland
588313	North Auckland
588314	North Auckland
588315	North Auckland
588316	North Auckland
588317	North Auckland
588318	North Auckland
588319	North Auckland

Annexure Schedule: Contains 4 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer 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 Anthea Mary Coombes as Encumbrancer Representative on 08/06/2013 12:46 PM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee 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 Anthea Mary Coombes as Encumbrancee Representative on 08/06/2013 12:46 PM

*** End of Report ***

Encumbrance instrument

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
588309-588319 inclusive	All	

Encumbrancer

Her Majesty the Queen

Encumbrancee

Station Street Shared Lane Society Incorporated

Estate or interest to be encumbered *Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee Simple

Encumbrance Memorandum Number

N/A

Nature of security *State whether sum of money, annuity or rentcharge and amount*

\$2,000.00 per annum plus GST and three times the amount of the member's operating expenses for the relevant expense year applicable to that lot.

Encumbrance*Delete words in [], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the ~~[above Encumbrance Memorandum]~~ [Annexure Schedule(s)] and so as to incorporate in this Encumbrance the terms and other provisions set out in the ~~[above Encumbrance Memorandum]~~ ~~[and]~~ [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Terms

- | | |
|---|-------------------------|
| 1 Length of term | 999 years |
| 2 Payment date(s) | see Annexure Schedule 1 |
| 3 Rate(s) of interest | see Annexure Schedule 1 |
| 4 Event(s) in which the sum, annuity or rentcharge becomes payable | see Annexure Schedule 1 |
| 5 Event(s) in which the sum, annuity or rentcharge ceases to be payable | see Annexure Schedule 1 |

Covenants and conditions

Continue in Annexure Schedule(s), if required

See Annexure Schedule 1

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

N/A

Insert instrument type

Encumbrance Instrument

*Continued in additional Annexure Schedule, if required***Introduction**

- A. The Encumbrancer is registered as proprietor of the land described in the attached schedule ("Land").
- B. The Encumbrancer has developed the Land and has established the Encumbrancee for the purposes of owning and administering an Access Lot.
- C. The registered proprietor from time to time of each lot described in the schedule ("Lot") comprising the Land is required to become and, for so long as he/she/they continue to be the registered proprietor of a Lot, remain a member of the Encumbrancee and abide by the Constitution of the Encumbrancee.
- D. The Encumbrancer has agreed to encumber each Lot severally for the better performance of the obligations of the registered proprietor from time to time of a Lot to the Encumbrancee.

Covenants

1. The Encumbrancer hereby encumbers the Land and each Lot severally for the benefit of the Encumbrancee for a term of 999 years commencing on the date of this encumbrance with an annual rent charge in respect of each Lot being the greater of:
 - (a) \$2,000.00 per annum (plus GST); and
 - (b) three times the amount of the Member's Operating Expenses for the relevant Expense Year (all as defined in the Constitution of the Encumbrancee) (plus GST) applicable to that Lot.
2. The Encumbrancer covenants for itself and its successors in title with the Encumbrancee during the term of this encumbrance that upon becoming the owner and/or registered proprietor of a Lot the Encumbrancer shall join as a member of the Encumbrancee, and remain a member while owning a Lot, and fulfil and continue to fulfil the obligations of a member as set out in the Constitution of the Encumbrancee (including, if required by the Encumbrancee, ensuring that any transferee of a Lot executes a Deed of Covenant in favour of the Encumbrancee agreeing to be bound by the Constitution as a member of the Encumbrancee).
3. Notwithstanding anything contained in clause 1 of this encumbrance, for so long as the owner of a Lot fully complies with the obligations of a member pursuant to the Constitution of the Encumbrancee, the rent charge reserved by this encumbrance shall not apply to that Lot.

ENCUMBRANCE CONSENT

- 1 The Encumbrancee hereby consents to the registration of any of the following instruments

Insert instrument type

Encumbrance Instrument

Continued in additional Annexure Schedule, if required

executed by the Encumbrancer in respect of the Land:

- (a) The creation, variation or surrender of an easement (section 90E(3) Land Transfer Act 1952);
 - (b) The variation of a mortgage instrument or priority of mortgages (section 102(4) and section 103(3) Land Transfer Act 1952);
 - (c) The registration of a lease, a lease variation instrument or a surrender of a lease (sections 115(4), 116(7) and 120(5) Land Transfer Act);
 - (d) The disposal of a licence or shares to which the licence relates (section 121I(1) Land Transfer Act 1952).
- 2 This consent shall be deemed to be the consent of the mortgagee (which term includes the Encumbrancee) as specified in the Land Transfer Act 1952, to the registration of a particular instrument specified in subparagraphs (a) to (d) of this paragraph above.

IMPLIED TERMS

- 1 Sections 203 and 204 of the Property Law Act 2007 apply to this Encumbrance, but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent charger of Encumbrancee);
- (a) The Encumbrancee shall be entitled to none of the powers and remedies given to Encumbrancees by the Land Transfer Act 1952 and the Property Law Act 2007; and
 - (b) No covenants on the part of the Encumbrancer and their successors in title are implied in this Encumbrance other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.
- 2 Except where a contrary intention appears from the context:
- (a) Terms appearing in this Encumbrance that are defined in the Rules shall have the meaning given to them in the Rules;
 - (b) References to "Encumbrancer" shall mean the initial Encumbrancer named in this deed, and its successors in title to the Land, and the terms of this memorandum shall bind the Encumbrancer only for so long as the Encumbrancer is registered proprietor of any Land.