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Document, Interest, Instrument: 7962517.2

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View Instrument Details

Instrument No. 7962517.2
Status Registered
Date & Time Lodged 21 Oct 2008 11:43
Lodged By Brown, Kristina Mary
Instrument Type Easement Instrument

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
436674	South Auckland
436675	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 Kristina Mary Brown as Grantor Representative on 21/10/2008 09:53 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 Kristina Mary Brown as Grantee Representative on 21/10/2008 09:53 AM

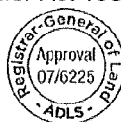
*** End of Report ***

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

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

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

Brett David MARSH, Leonie Gay MARSH and HOLLAND BECKETT TRUSTEE LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

Brett David MARSH, Leonie Gay MARSH and HOLLAND BECKETT TRUSTEE 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 9th day of October 2008

Attestation

[Signature]
[Signature]
[Signature]

Signature [common seal] of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

SIMON PAUL COLLETT
SOLICITOR
TAURANGA

[Signature]
[Signature]
[Signature]

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

SIMON PAUL COLLETT
SOLICITOR
TAURANGA

Certified correct for the purposes of the Land Transfer Act 1952.

[Signature]

[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

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

Annexure Schedule 1

Easement instrument

Dated **9th October 2008**Page **1** of **2** 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)
Right of Way	"A" DP 410026	Lot 1 DP 410026 (CT 436674)	Lot 2 DP 410026 (CT 436675)
	"B" DP 410026	Lot 2 DP 410026 (CT 436675)	Lot 1 DP 410026 (CT 436674)

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 Fifth Schedule of the Property Law Act 2007.

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].~~

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

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

Easement

Dated 9th October 2008

Page 2 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

1. Any maintenance, repair or replacement of any easement facility in respect of any easement set out herein that is necessary because of any act or omission by the Grantor or the Grantee (as defined in paragraph 1 of Schedule 4 to the Land Transfer Regulations 2002) must be carried out promptly by that Grantor or Grantee at the sole cost of that Grantor or Grantee or in such proportion as relates to the act or omission.
2. Where practicable, easement facilities in respect of the within easement, shall be placed under and within the ground comprising the stipulated course.

This provision does not extend to those easement facilities which are required to be located on or above the ground for the proper functioning, maintenance and inspection of easements.
3. Where there is a conflict between the rights, powers, terms, covenants or restrictions herein (the modifications) and the provisions of Schedule 4 to the Land Transfer Regulations 2002 and/or the provisions of the Fifth Schedule to the Property Law Act 2007 then the modifications shall prevail.
4. If there is a conflict between the provisions of Schedule 4 to the Land Transfer Regulations 2002 and the provisions of the Fifth Schedule to the Property Law Act 2007 then the latter shall prevail.

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.

9 Oct. 2008 11:25 Hobec

No. 0987 P. 2

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

Mortgage

Page **1** of **1** 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

Mortgagee under Mortgage No. 7679096.3

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:

- (a) **Deposit of plan LT 410026**
- (b) **Registration of the within easements**

Dated this 17 day of October 2008

Attestation

<p>SIGNED for and on behalf of BANK OF NEW ZEALAND By its Attorney <u>Desley Osborne</u></p>	<p>Signed in my presence by the Consentor</p> <p><u>[Signature]</u></p>
	<p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <u>SHARON NEWTON</u></p> <p>Occupation <u>BANK OFFICER</u></p> <p>Address <u>AUCKLAND</u></p>
<p>Signature of Consentor</p>	

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, **Desley Osborne**, **Quality Assurance Officer of** Auckland, New Zealand, Bank Officer, certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 24, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 17 October 2008

A handwritten signature in dark ink, appearing to read 'D. Osborne', is written over a horizontal line.

Desley Osborne