

View Instrument Details



Instrument No 10939394.13
Status Registered
Date & Time Lodged 08 February 2018 09:24
Lodged By Murray, Hamish Roderick Craig
Instrument Type Easement Instrument



Affected Computer Registers	Land District
809582	South Auckland
809583	South Auckland
809580	South Auckland
809581	South Auckland
809584	South Auckland
809585	South Auckland

Annexure Schedule: Contains 3 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 Hamish Roderick Craig Murray as Grantor Representative on 11/01/2018 05:27 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 Roderick Craig Murray as Grantee Representative on 11/01/2018 05:27 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

Zariba Properties Limited

Grantee

Zariba Properties Limited

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 **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
Land Covenant	"A" on DP 515754	Lot 315 DP 515754 CFR 809583	Lot 312 DP 515754 to Lot 317 DP 515754 inclusive (CFR's 809580 to 809585 inclusive)
	"B" on DP 515754	Lot 314 on DP 515754 CFR 809582	Lot 312 DP 515754 to Lot 317 DP 515754 inclusive (CFR's 809580 to 809585 inclusive)

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]~~

~~[the attached Annexure Schedule _____]~~

Annexure Schedule

Page 1 of 1 Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***Continuation of "Creation of Covenant"**

The Grantor creates the covenants set out in this Easement Instrument over the servient lot for the benefit of each of the other dominant lots so that the servient lot will be bound by the covenants in this Easement Instrument, and Zariba Properties Limited and the registered proprietors and occupiers for the time being of the dominant land may enforce these covenants against the registered proprietor(s) for the time being of the servient land.

The Grantor accordingly covenants and agrees on behalf of the Grantor and the Grantor's successors in title to observe and perform the land covenants set out in this Easement Instrument and that those covenants will run with and bind the servient land for the benefit of each dominant lot.

The Grantor and the Grantee agree as follows:

1. The Grantor agrees to the presence, size, style and location of the 'Terrace Views' concrete and steel subdivision entrance wall incorporating Terrace Views signage ("Structure") on the area marked "A" and "B", on DP 515754, and acknowledges that the Structure gives the Terrace Views subdivision a presence and aesthetic appeal when viewed from Te Okuroa Drive which is of benefit to all of the lots on DP 515754.
2. The Grantor agrees that he, she, they or it will not interfere with or permit any other person to interfere with the Structure in any manner which has a detrimental effect or effects on the Structure. In particular but without limitation the Grantor agrees that it will not:
 - (a) grow or permit to be grown any natural or cultivated vegetation including trees and shrubs on or immediately near the area marked "A" and "B" on DP 515754 unless such natural or cultivated vegetation does not obstruct, cover, obscure or interfere with the Structure in any way including its visibility from any public road;
 - (b) Display or permit to be displayed any advertisement, sign, banner, billboard or hoarding on, over or near the Structure;
 - (c) Do anything on or near the servient land that may damage, interfere with or endanger the Structure, or have an impact or effect on the foundations of the Structure.
3. The Grantor grants to the Grantee the right and power to enter and remain upon the servient land for a reasonable period of time for the purposes of inspecting, maintaining, cleaning, clearing, repairing, renewing, replacing or altering the Structure, or clearing away any vegetation or cleaning away any graffiti as the Grantee shall in its sole discretion decide, and generally to do and perform such acts or things on the servient land as may be necessary to enable the Grantee to limit or prevent any breach by the Grantor of the rules set out in clause 2 of this Easement Instrument, provided that this Easement Instrument shall not place any obligation or requirement on the Grantee to inspect, maintain, clean, clear, repair, renew, replace or alter the Structure in any way.
4. Clauses 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002 are deemed to be included and incorporated in this Easement Instrument. Where there is a conflict between the provisions of the Fourth Schedule and the modifications in this Easement Instrument, the modifications in this Easement Instrument must prevail.