

View Instrument Details



Instrument No 10823435.9
Status Registered
Date & Time Lodged 13 September 2017 11:39
Lodged By Tan, Jacintha
Instrument Type Easement Instrument



Affected Computer Registers	Land District
282307	North Auckland
282308	North Auckland
421475	North Auckland
770614	North Auckland
770615	North Auckland
770616	North Auckland
770622	North Auckland
770623	North Auckland
770624	North Auckland
770625	North Auckland
770626	North Auckland
770627	North Auckland
770628	North Auckland
770629	North Auckland
770630	North Auckland
770631	North Auckland
770632	North Auckland
770633	North Auckland
770634	North Auckland
770635	North Auckland
770636	North Auckland
770637	North Auckland
770638	North Auckland
770639	North Auckland
770640	North Auckland
770641	North Auckland
770642	North Auckland
770643	North Auckland
770644	North Auckland
770645	North Auckland
770646	North Auckland
770647	North Auckland
770648	North Auckland
770649	North Auckland
770650	North Auckland
770651	North Auckland
770652	North Auckland
770653	North Auckland
770654	North Auckland
770655	North Auckland
770656	North Auckland

Affected Computer Registers	Land District
770657	North Auckland
770658	North Auckland
770659	North Auckland
770660	North Auckland
770661	North Auckland
770662	North Auckland
770663	North Auckland
770664	North Auckland

Annexure Schedule: Contains 10 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 ☒
- Mortgage 6158966.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒
- I certify that the Mortgagee under Mortgage 9872706.3 has consented to this transaction and I hold that consent ☒
- Mortgage 10580207.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒
- Mortgage 10580123.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒
- Mortgage 10823377.13 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒
- Encumbrance 5936984.1 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required ☒
- Encumbrance 7936850.5 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required ☒

Signature

Signed by Jacintha Tan as Grantor Representative on 27/09/2017 03:18 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 Jacintha Tan as Grantee Representative on 27/09/2017 03:18 PM

***** 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

Karaka Brookview Limited

Grantee

Karaka Brookview Limited (see continuation of Grantee in Appendix A of Annexure Schedule 1)

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; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Refer to Annexure Schedule 1	Refer to Annexure Schedule 1	Refer to Annexure Schedule 1

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 [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]~~

~~{the Annexure Schedule 1—}~~

Form L

Annexure Schedule 1

Page 3 of 8 Pages

Insert instrument type

Easement Instrument

*(Continue in additional Annexure Schedule, if required.)***Background**

- A. The Grantor is registered as proprietor of the servient tenement.
- B. The Grantee Karaka Brookview Limited is registered as proprietor of the dominant tenements in Identifiers 770614 and ~~770647~~ 770664. *YMF*
- C. The Grantee Karaka Centre Limited is registered as proprietor of the dominant tenements 282307 and 282308.
- D. The Grantees Francis Miles Reynolds and Juliet Linnell Reynolds are registered as proprietors of the dominant tenement 421475.
- E. The Grantees Richard Norman Reynolds and Kirsten Suzanne Reynolds (jointly as to ½ share) and Richard Norman Reynolds and Kirsten Suzanne Reynolds (jointly as to ½ share) are registered as proprietors of the dominant tenement in Identifiers 770615 and 770616.
- F. For valuable consideration, the Grantor has agreed to covenant for itself and its successors in title as the registered proprietor for the time being and from time to time of the servient tenement as provided in this Easement Instrument.

Covenants

- 1. The Grantor covenants for itself and its successors in title as the registered proprietor for the time being and from time to time of the servient tenement for the benefit of each of the Grantees as registered proprietor of the respective dominant tenements as set out in Backgrounds B, C, D. and E. above that the Grantor will not object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to object to, make a submission objecting to, frustrate, hinder or prevent, any application for a resource consent, building consent or a plan change by the Grantees or any of the Grantees or any third party in relation to any of the dominant tenements or any land acquired or to be acquired by the Grantees whether in their own names or jointly or in shares with each other or with any third party.
- 2. The Grantor acknowledges and agrees that damages are not an adequate remedy in the event of a breach by the Grantor of the covenants contained in this Easement Instrument, and without limiting any other rights at law or in equity available to the Grantees or any of them, a breach of any of the covenants in this Easement Instrument shall entitle the Grantees or any of them and the Grantees' respective successors in title to immediate injunctive relief.
- 3. Notwithstanding any rule of law or equity to the contrary,
 - a. the covenants contained in this Easement instrument have been made by the parties for themselves and their respective successors in title and any persons deriving title under them and shall have effect as if those successors and other persons were expressed. Accordingly, the rights accruing to the Grantees under this Easement Instrument shall be enforceable at the suit of the Grantees or any of them for so long as such Grantee shall remain a registered proprietor of any of the dominant tenements, and upon transfer of the dominant tenements to any

Form L

Annexure Schedule 1

Page 4 of 8 Pages

Insert instrument type

Easement Instrument

third party, the rights of the Grantees shall be enforceable by any of their respective successors in title;

- b. the covenants contained in this Easement Instrument shall be forever binding upon the Grantor and its successors in title as registered proprietor of the servient tenement, and shall enure forever for the benefit of the Grantees and their respective successors in title **PROVIDED HOWEVER THAT** the Grantee may at any time execute a partial release of the servient tenement from its covenants hereunder to any one or more or any part of any of the dominant tenements in accordance with clause 6 below;
 - c. the parties and their successors and persons deriving title under them shall be deemed to include the owners, tenants, occupiers and users for the time being of the relevant tenement; and
 - d. sections 23(2), 275 to 279, and 301 to 306 of the Property Law Act 2007 shall apply.
4. The Grantor shall have liability under this Easement Instrument only in respect of breaches that occur while the Grantor is registered proprietor of the servient tenement. Notwithstanding that the Grantor may have granted a lease or licence or other right to occupy the servient tenement to any other party, the Grantor shall be liable to the Grantees or any of them for and in respect of any breaches that shall be occasioned by any such lessee, licensee or occupier of the servient tenement. Should any part of the servient tenement be subdivided, then the liability of the registered proprietor of any subdivided lot shall be limited only to any breaches occurring on that subdivided lot only and not for any breach occurring on any other part of the servient tenement.
5. This Easement Instrument is governed by and shall be construed in accordance with the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.
6. In respect of any dominant tenement or any part thereof, the Grantee as the registered proprietor thereof may, at any time during the term of this Easement Instrument, determine (in that Grantee's sole and absolute discretion) that that Grantee no longer requires the benefit of this Easement Instrument to be appurtenant to that dominant tenement or any part thereof. That Grantee may then execute a partial surrender of its rights under this Easement Instrument in the form annexed as Appendix B and that Grantee may request the Registrar-General of Land to note such partial surrender against this Easement Instrument and/or the affected unique identifiers (as the case may be). The Registrar-General of Land shall be entitled to rely upon the request of that Grantee and make such notation without further inquiry.

Form L

Annexure Schedule 1

Page 5 of 8 Pages

Insert instrument type

Easement Instrument

Appendix A

Continuation of Grantee

~~Karaka Lakes Limited~~ Karaka Centre Limited, Francis Miles Reynolds and Juliet Linnell Reynolds, and Richard Norman Reynolds and Kirsten Suzanne Reynolds (jointly as to ½ share) and Richard Norman Reynolds and Kirsten Suzanne Reynolds (jointly as to ½ share).

Continuation of Schedule A

Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT)
Lots 59 - 99 (inclusive) on DP 507386 in Identifiers 770622 - 770662 (inclusive) and Lot 502 on DP 507386 in Identifier 770663	Identifiers 770614 and 770617 ⁷⁷⁰⁶⁶⁴ (as to the Grantee Karaka Brookview Limited) Identifiers 282307 and 282308 (as to the Grantee Karaka Centre Limited) Identifier 421475 (as to the Grantees Francis Miles Reynolds and Juliet Linnell Reynolds) Identifiers 770615 and 770616 (as to the Grantees Richard Norman Reynolds and Kirsten Suzanne Reynolds (jointly as to ½ share) and Richard Norman Reynolds and Kirsten Suzanne Reynolds (jointly as to ½ share))

Form L

Annexure Schedule 1

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Insert instrument type

Easement Instrument

APPENDIX B

Form of Partial Surrender of Easement Instrument

Form L

Annexure Schedule 1

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Insert instrument type

Easement Instrument

Partial Surrender of Land Covenant

Easement Instrument Number:

North Auckland Land Registry

Grantee:

Grantor:

Operative Part:

The Grantee being the registered proprietor of the dominant tenement(s) set out in Schedule A surrenders to the Grantor the covenant set out in Schedule A.

Schedule A

Nature of Covenant	Unique Identifier (document number)	Servient tenement (Identifier / CT)	Dominant tenement (Identifier / CT)
Land Covenant			

Attestation

Signature, or common seal of Grantee

Signed in my presence by the Grantee
Signature of witness

Witness to complete in BLOCK letters below

Name of witness: _____

Occupation: _____

Address: _____

Request to the Registrar-General of Land

Pursuant to clause 6 of Easement Instrument Number _____, the Grantee requests the Registrar-General of Land to note the above surrender of land covenant against Easement Instrument Number _____ and unique identifiers _____ (being the dominant tenement no longer to have the benefit of the Land Covenant), and certifies that the Registrar-General of Land may rely upon this request and make the appropriate notation without further inquiry.

Grantee

Form L

Annexure Schedule 1

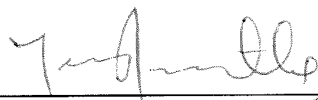
Page 8 of 8 Pages

Insert instrument type

Easement Instrument

Request to the Registrar-General of Land

Please note the within Easement Instrument to grant land covenant against the unique identifiers to the servient and the dominant tenements.


Solicitor for the Grantee

ANNEXURE SCHEDULE - CONSENT FORM¹

Land Transfer Act 1952 section 238(2)

Person giving consent <i>Surname must be underlined</i>	Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
ANZ Bank New Zealand Limited	Mortgagee under Mortgage 9872706.3 of the land in Identifiers 770622 – 770663 (inclusive) (North Auckland Registry).

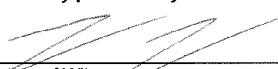
Consent
Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the **Person giving consent hereby consents to**

Registration of the within Easement Instrument to create Land Covenants between Karaka Brookview Limited as Grantor and Karaka Brookview Limited, Karaka Centre Limited, Francis Miles Reynolds and Juliet Linnell Reynolds, and Richard Norman Reynolds and Kirsten Suzanne Reynolds as Grantee.

Dated this 17th day of JULY 2017

Attestation	
	Signed in my presence by the Person giving consent  Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed): Witness name <u>BEN McLAUGHLIN</u> Occupation <u>BANK STAFF</u> Address <u>AUCKLAND</u>
Signature [Common seal] of Person giving consent	

¹ 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, Alain Dominique Hoodless of Auckland, New Zealand, currently holding the position of Regional Manager, (Property Finance), Commercial & Agri, of ANZ Bank New Zealand Limited (previously known as ANZ National Bank Limited) certify –

1. That on 29th October 2012, ANZ National Bank Limited changed its name to "ANZ Bank New Zealand Limited".
2. That by deed dated 1 October 2011, ANZ Bank New Zealand Limited of Wellington, New Zealand appointed me its attorney.
3. That I have not received notice of any event revoking the power of attorney.


.....
Signed this **17th** day of **July** 2017.