

Approved by Registrar-General of Land under No. 2002/6055

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

EI 6761071.6 Easement

Cpy - 01/01, Pgs - 004, 21/02/06, 11:21

Land registration district

WELLINGTON



DocID: 411536356

Grantor

Surname(s) must be underlined or in CAPITALS.

DUNSTAN PROPERTY DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

DUNSTAN PROPERTY DEVELOPMENTS 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

20th

day of

December 2005

Attestation

[Signature]

Sole Director

☐ Signature [common seal] of Grantor

Signed in my presence by the Grantor

[Signature]
Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name PANIA MARUITE SHINGLETON

Occupation CONSULTANT

Address 23 JEEP RD RAUMATI STH.

[Signature]

Sole Director

☐ Signature [common seal] of Grantee

Signed in my presence by the Grantee

[Signature]
Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name PANIA MARUITE SHINGLETON

Occupation CONSULTANT

Address 23 JEEP RD RAUMATI STH.

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.

Annexure Schedule 1



Easement instrument

Dated

Page **2** of **3** 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)
Land Covenant	Deposited Plan 358409 (Lot 2 on DP 51317)	WN20C/852 237951 237950	Certificates of Title 237950 (part) and 237951 (part)

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 Ninth Schedule of the Property Law Act 1952.

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]~~ the provision 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

Annexure Schedule



Insert type of instrument

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

Easement

Dated

Page 3 of 3 pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

It is intended that the land in Certificates of Title 237950 and 237951 (both inclusive) ("Lots") shall be subject in perpetuity to and shall have the benefit of certain covenants as set forth in this instrument to the intent that the owners and occupiers for the time being of either Lot shall be bound by the stipulations and restrictions for the benefit of the other Lot and may enforce the observance of such stipulations and restrictions against the other Lot.

As incidental to the within instrument, the Grantor hereby covenants with the Grantee to the end and the intent that each of the servient Lots shall be subject to the covenants hereinafter set forth for the benefit of each other and that any of the owners and occupiers for time being of those Lots may enforce the observance of such stipulations and restrictions against the owner of the other Lot.

- (i) All plans and specifications proposed for any dwelling house to be erected on either Lot must first be approved by Dunstan Property Developments Limited before a permit is sought from the Local Authority. Dunstan Property Developments Limited may refuse to approve any plans or specifications without giving any reason for such refusal, which will be solely at their discretion.
- (ii) No transportable or relocatable dwelling house shall be permitted to be placed or erected on any Lot without the express written consent of Dunstan Property Developments Limited.
- (iii) No garage or carport if not included in any dwelling shall be erected on any Lot in any materials of a lesser quality than those utilised for the dwelling and shall conform in design and cladding with the dwelling house. *Ren.*
- (iv) No purchaser shall sell any Lot undeveloped, that is to say without having erected thereon a dwelling that complies with this covenant, without having first had and obtained the written consent of Dunstan Property Developments Limited. *Ren.*

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.

[Signature]

PS

Ren.

IN THE MATTER OF
DP 358409
WELLINGTON REGISTRY

I **MATTHEW PETER RYAN** the mortgagee under mortgage number 5873160.2
HEREBY CONSENTS to the registration of a land covenant by **DUNSTAN
PROPERTY DEVELOPMENTS LIMITED** affecting the land in Certificates of Title
237950 and 237951

But without prejudice to my rights, powers and remedies otherwise under or in
respect of my said mortgage.

Dated 13th February

2006

Signed by the said **MATTHEW PETER RYAN**
as mortgagor in the presence of:

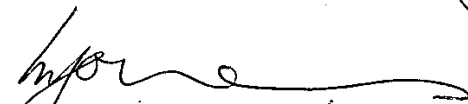


Witness signature:

Witness name:

Witness occupation:

Witness address:


Melanie Jones
Secretary
21 Ireland St
Freemans Bay
Auckland