

View Instrument Details



Instrument No 10902552.10
Status Registered
Date & Time Lodged 21 December 2017 11:51
Lodged By Tan, Jacintha
Instrument Type Easement Instrument



Affected Computer Registers	Land District
210815	North Auckland
795680	North Auckland
795681	North Auckland
795682	North Auckland
795683	North Auckland
795684	North Auckland
795685	North Auckland
795686	North Auckland
795687	North Auckland
795688	North Auckland
795689	North Auckland
795690	North Auckland
795691	North Auckland
795692	North Auckland
795693	North Auckland
795694	North Auckland
795695	North Auckland
795696	North Auckland
795697	North Auckland
795698	North Auckland
795699	North Auckland
795700	North Auckland
795701	North Auckland
795702	North Auckland
795703	North Auckland
795704	North Auckland
795705	North Auckland
795706	North Auckland
795707	North Auckland
795708	North Auckland
795709	North Auckland
795710	North Auckland
795711	North Auckland
795712	North Auckland
795713	North Auckland
795714	North Auckland
795715	North Auckland
795716	North Auckland
795717	North Auckland
795718	North Auckland
795719	North Auckland

Affected Computer Registers	Land District
795720	North Auckland
795721	North Auckland
795722	North Auckland
795723	North Auckland
795724	North Auckland
795725	North Auckland
795726	North Auckland
795727	North Auckland
795728	North Auckland
795729	North Auckland
795730	North Auckland
795731	North Auckland
795732	North Auckland
795733	North Auckland
795734	North Auckland
795735	North Auckland
795736	North Auckland
795737	North Auckland
795738	North Auckland
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795750	North Auckland
795751	North Auckland
795752	North Auckland
795753	North Auckland
795754	North Auckland
795755	North Auckland
795756	North Auckland
795757	North Auckland
795758	North Auckland
795759	North Auckland
795760	North Auckland
795761	North Auckland
795762	North Auckland
795763	North Auckland
795764	North Auckland

Affected Computer Registers	Land District
795765	North Auckland
795766	North Auckland
795767	North Auckland
795768	North Auckland
795769	North Auckland
795770	North Auckland
795771	North Auckland
795772	North Auckland
795773	North Auckland
795774	North Auckland
795775	North Auckland
795776	North Auckland
795777	North Auckland
795778	North Auckland
795779	North Auckland
795780	North Auckland
795781	North Auckland
795782	North Auckland
795785	North Auckland
795786	North Auckland
795787	North Auckland
795788	North Auckland
NA56A/323	North Auckland
NA56A/324	North Auckland

Annexure Schedule: Contains 8 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 Charge Holder under Statutory Land Charge 10902552.2 has consented to this transaction and I hold that consent, or the Statutory Land Charge does not prevent registration ☒

I certify that the Mortgagee under Mortgage 10555945.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Jacintha Tan as Grantor Representative on 21/12/2017 09:51 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 ☒

Grantee Certifications

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 21/12/2017 09:52 AM

***** 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

Kahawai Point Developments Limited

Grantee

Kahawai Point Developments 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, 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
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 is registered as proprietor of the dominant tenement.
- C. 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 the Grantee as registered proprietor of the dominant tenement 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 Grantee or any third party in relation to the dominant tenement or any land acquired or to be acquired by the Grantee whether in its own name or jointly or in shares with any third party.

Without limiting the foregoing, the Grantor acknowledges that the dominant tenement or parts of the dominant tenement may be used for residential purposes and/or other uses than residential use, and that the conduct of those uses may result in noise, lights and other environmental and other effects not generally present in a predominantly residential area. The Grantor will not complain, object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to complain, object to, make a submission objecting to, frustrate, hinder or prevent, the conduct of such uses or any application for a resource consent, building consent or a plan change by the Grantee in relation to the conduct of such uses.

- 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 Grantee, a breach of any of the covenants in this Easement Instrument shall entitle the Grantee and the Grantee's 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 Grantee under this Easement Instrument shall be enforceable at the suit of the Grantee for so long as the Grantee shall remain a registered proprietor of the dominant tenement, and upon transfer of the dominant tenement to any third party, the rights of the Grantee shall be enforceable by any of its successors in title;

Form L

Annexure Schedule 1

Page 4 of 8 Pages

Insert instrument type

Easement Instrument

- b. the covenants contained in this Easement Instrument shall be binding upon the Grantor and its successors in title as registered proprietor of the servient tenement, and shall enure for the benefit of the Grantee and its successors in title **PROVIDED HOWEVER THAT**
- (i) the benefit of this Easement Instrument shall be deemed revoked in respect of a single dwelling residential lot that has been issued with a separate title of its own upon Kahawai Point Developments Limited ceasing to be registered as proprietor thereof;
 - (ii) the benefit of this Easement Instrument shall be deemed revoked in respect of a road or reserve to vest;
 - (iii) 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 tenement in accordance with clause 6 below;
 - (iv) subject to clauses 3.b.(i), (ii) and (iii) above, this Easement Instrument shall otherwise be deemed to be for a term
 - (I) of 20 years or
 - (II) until Kahawai Point Developments Limited no longer owns any part of the land contained or formerly contained in identifiers NA56A/323, NA56A/324, 210814 and 210815,
 whichever is the earlier to occur.
- 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 Grantee 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 the 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 Schedule A

Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT)
Lots 6 – 9 (inclusive) DP 513833 in Identifiers 795680 – 795683 (inclusive), Lot 94 DP 513833 in Identifier 795684, Lot 107 DP 513833 in Identifier 795685, Lots 133 – 171 (inclusive) DP 513833 in Identifiers 795686 – 795724 (inclusive), Lots 174 – 214 (inclusive) DP 513833 in Identifiers 795725 – 795765 (inclusive), Lot 215 and ½ share in Lot 900 DP 513833 in Identifier 795766, Lot 216 and ½ share in Lot 900 DP 513833 in Identifier 795767, Lots 217 – 220 (inclusive) DP 513833 in Identifiers 796768 – 795771 (inclusive), Lot 221 and ½ share in Lot 901 DP 513833 in Identifier 795772, Lot 222 and ½ share in Lot 901 DP 513833 in Identifier 795773, and Lots 223 – 231 (inclusive) DP 513833 in Identifiers 795774 – 795782 (inclusive) (North Auckland Registry)	Lots 4001 – 4004 (inclusive) DP 513833 in Identifiers 795785 – 795788 (inclusive), Lot 2 DP 351480 in Identifier 210815, Lot 1 DP 18680 in Identifier NA56A/323 and Lot 1 DP 21692 in Identifier NA56A/324 (North Auckland Registry)

Form L

Annexure Schedule 1

Page 6 of 8 Pages

Insert instrument type

Easement Instrument

APPENDIX B

Form of Partial Surrender of 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 (unless typewritten or legibly stamped)
	Witness name
	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

Correct for the purposes of the Land Transfer Act 1952

Form L

Annexure Schedule 1

Page 7 of 8 Pages

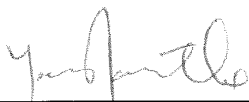
Insert instrument type

Easement Instrument

(Solicitor) for the Grantee

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>
New Zealand Mortgages and Securities Limited	Mortgagee under Mortgage 10555945.3 of the land in Identifiers 795680 - 795782 (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**
the within Easement Instrument.

Dated this 13th day of December 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 Sarah Sutcliffe Occupation Property Finance Manager Auckland Address
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.