

View Instrument Details



Instrument No 8659547.11
Status Registered
Date & Time Lodged 17 December 2010 10:25
Lodged By Slade, Rebecca Mary
Instrument Type Easement Instrument



Affected Computer Registers Land District

347821	Otago
347822	Otago
347823	Otago
347824	Otago
347825	Otago
347826	Otago
347827	Otago
347828	Otago
347829	Otago
347830	Otago
347831	Otago
347832	Otago
347833	Otago
347834	Otago
347835	Otago
347836	Otago
347845	Otago

Annexure Schedule: Contains 9 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 Mortgagee under Mortgage 883381.8 has consented to this transaction and I hold that consent ☒

Signature

Signed by Justine Joy Baird as Grantor Representative on 14/12/2010 04:59 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 ☒

Grantee Certifications

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 Justine Joy Baird as Grantee Representative on 14/12/2010 05:00 PM

***** End of Report *****

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**EASEMENT**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.)

ASB BANK LIMITED**Mortgagee under Mortgage Number 5807750.1****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:****The Registration of the within easements being:****- Land Covenant Height Restrictions**Dated this 15 day of November 2010**Attestation**

SIGNED by ASB BANK LIMITED by its Attorney

Robert William Reivewithout prejudice to the rights and powers existing
under the interest of the Consentor

In the presence of:

Witness:

Bank Officer,

CHRISTINE MALCON**AUCKLAND****Signed in my presence by the Consentor****Signature of Witness**

Witness to complete in BLOCK letters (unless legibly printed)

Witness name**Occupation****Address****Signature of Consentor**

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.

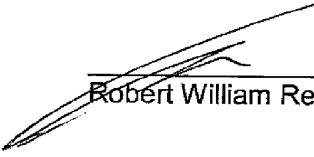
ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Robert William Reive of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **27 April 2010** and deposited in the Land Information New Zealand office as **No. 8483422.1** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Lending Services
Manager Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Filing and Security Maintenance
Manager Loan Advancing
Head of Lending Services
Head of Credit Solutions and Recoveries
Senior Credit Recoveries Manager
Credit Recoveries Manager
Manager Credit Management

2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Robert William Reive

SIGNED at Auckland this 15 day of November 2010

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor _____

RP & AP INVESTMENTS LIMITED

Grantee

RP & AP INVESTMENTS 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*

Schedule A *Continue in additional Annexure Schedule, if required*

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 _____]~~

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]~~

~~[Annexure Schedule 1]~~

Form L

Annexure Schedule

Page 3 of 6 Pages

Insert instrument type

EASEMENT

Continue in additional Annexure Schedule, if required

Continuation of "Covenant Provisions"

The Servient Tenement shall be bound by the restrictions set out below (the "Restrictions") and the owner and/or occupier for the time being of the Dominant Tenement may enforce the observance of the Restrictions against the owner and/or occupier for the time being of the Servient Tenement WITH THE INTENT that the Restrictions shall forever run with the Servient Tenement for the benefit of the Dominant Tenement PROVIDED THAT this Land Covenant shall be deemed to be released as to any part of the Servient Tenement which may in the future vest in the Crown or a Territorial Authority as road or reserve.

THE RESTRICTIONS

1. Definitions

1.1 Defined Terms. In these Restrictions:

"Servient Tenement"

means Lot 13, Deposited Plan 386878, Computer Freehold Register 347821 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347821, other than the Legal Road and Council Reserve.

means Lot 14, Deposited Plan 386878, Computer Freehold Register 347822 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347822, other than the Legal Road and Council Reserve.

means Lot 15, Deposited Plan 386878, Computer Freehold Register 347823 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347823, other than the Legal Road and Council Reserve.

means Lot 16, Deposited Plan 386878, Computer Freehold Register 347824 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347824, other than the Legal Road and Council Reserve.

Form L

Annexure Schedule

Page 4 of 6 Pages

Insert instrument type

EASEMENT

Continue in additional Annexure Schedule, if required

means Lot 17, Deposited Plan 386878, Computer Freehold Register 347825 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347825, other than the Legal Road and Council Reserve.

means Lot 18, Deposited Plan 386878, Computer Freehold Register 347826 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347826, other than the Legal Road and Council Reserve.

means Lot 19, Deposited Plan 386878, Computer Freehold Register 347827 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347827, other than the Legal Road and Council Reserve.

means Lot 20, Deposited Plan 386878, Computer Freehold Register 347828 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347828, other than the Legal Road and Council Reserve.

means Lot 21, Deposited Plan 386878, Computer Freehold Register 347829 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347829, other than the Legal Road and Council Reserve.

means Lot 22, Deposited Plan 386878, Computer Freehold Register 347830 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347830, other than the Legal Road and Council Reserve.

Annexure Schedule

Page 5 of 6 Pages

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

means Lot 23, Deposited Plan 386878, Computer Freehold Register 347831 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347831, other than the Legal Road and Council Reserve.

means Lot 24, Deposited Plan 386878, Computer Freehold Register 347832 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347832, other than the Legal Road and Council Reserve.

"Dominant Tenement"

means Lot 25, Deposited Plan 386878, Computer Freehold Register 347833 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347833, other than the Legal Road and Council Reserve.

means Lot 26, Deposited Plan 386878, Computer Freehold Register 347834 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347834, other than the Legal Road and Council Reserve.

means Lot 27, Deposited Plan 386878, Computer Freehold Register 347835 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347835, other than the Legal Road and Council Reserve.

means Lot 28, Deposited Plan 386878, Computer Freehold Register 347836 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347836, other than the Legal Road and Council Reserve.

means Lot 101, Deposited Plan 386878, Computer Freehold Register 347845 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347845, other than the Legal Road and Council Reserve.

Annexure Schedule

Page 6 of 6 Pages

*Insert instrument type***Easement***Continue in additional Annexure Schedule, if required**"Owner"*

means the registered proprietor of a Lot and includes any tenant, lessee, licensee, visitor or invitee of the Lot Owner.

"Height Calculation"

means the calculation of height according to the formula in clause 2.2 applicable to each individual Lot.

- 1.2 In this Covenant; a covenant to do something is also a covenant to permit or cause that thing to be done, and a covenant not to do something is also a covenant not to permit or cause that thing to be done.

2 HEIGHT RESTRICTION

- 2.1 The Owner of the Servient Tenement shall not:

- (a) Build, erect or place any building or structure, whether permanent or temporary, that exceeds the Height Calculation; and/or
- (b) Permit and tree, shrub or plant to exceed the Height Calculation.

- 2.2 The Height Calculation for each Servient Tenement shall not exceed 6.5metres above mean sea level from the centre point of each Lot as determined by the attached plan for (Quail Haven) Site and Datum Levels on Lots 13 – 24 DP 386878 prepared by Weller Surveying Limited, described as job number 1582, dated 28 September 2010.

