

View Instrument Details



Instrument No 11051422.8
Status Registered
Date & Time Lodged 24 April 2018 16:10
Lodged By Walker, Samuel Robert
Instrument Type Easement Instrument



Affected Computer Registers	Land District
819218	South Auckland
819219	South Auckland
819220	South Auckland
819221	South Auckland
819222	South Auckland
819223	South Auckland
819224	South Auckland
819225	South Auckland
819226	South Auckland
819227	South Auckland
819228	South Auckland
819229	South Auckland
819230	South Auckland
819231	South Auckland
819232	South Auckland
819233	South Auckland
819234	South Auckland
819235	South Auckland
819236	South Auckland
819237	South Auckland
819238	South Auckland
819239	South Auckland
819240	South Auckland
827664	South Auckland
827665	South Auckland
827666	South Auckland
827667	South Auckland

Annexure Schedule: Contains 2 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 10725012.2 has consented to this transaction and I hold that consent ☒


Signature


Signed by Samuel Robert Walker as Grantor Representative on 02/05/2018 11:27 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 

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 Samuel Robert Walker as Grantee Representative on 02/05/2018 11:27 AM

***** 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

Surname must be underlined

MCA 29 LIMITED

Grantee

Surname must be underlined

MCA 29 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 (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land covenant		CT 819218-819240 (Inclusive) & 827664-827666 (Inclusive)	Lots 101, 102 and 103 DP 520066 (CT 819232, 819233 & 827667)

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 Schedule Five of the Property Law Act 2007.~~

The implied rights and powers ~~are [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 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 1].~~

ANNEXURE SCHEDULE 1

The Grantor is the registered proprietor of the land contained in Identifiers 819218-819240 (Inclusive) & 827664-827666 (Inclusive) (the "Servient Lots").

The Grantee is the registered proprietor of the land contained in Identifier CT 819232, 819233 & 827667 (the "Dominant Lots").

It is the Grantor's intention to create for the benefit of the Grantee the reverse sensitivity covenant set out in Schedule A over the Servient Lots to the intent that the Servient Lots shall hereafter be bound by the stipulation and restrictions set out in Schedule A hereto and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulation against the owners for the time being of the Servient Lots so as to bind the Servient Lots and for the benefit of the Dominant Lots the Grantor for itself and its successors in title **DOES HEREBY** covenant and agree with the Grantee and their successors in title in the manner set out in the Schedule A hereto so that the covenant runs with the Servient Lots for the benefit of the Dominant Lots.

SCHEDULE A

The parties covenant as follows:

1. The Grantor will not in any way inhibit, design or intend to limit, prohibit or restrict any existing, current or future use or any activities on the land of the Grantee including without limitation all development, subdivision, and construction, and all associated activities in all forms at the land of the Grantee.
2. The Grantor will not make complaint or submission or rejection relating to the existing, current or future uses by the Grantee of its land or any adverse effects and/or loss of amenity in respect of any use including but not limited to loss of visual amenity and outlook, loss of privacy, security, adverse noise, glare or light spill, traffic, smell and the use of equipment.
3. The Grantor will not make nor lodge, nor be party to, nor finance or contribute to the cost of any submission, application or proceeding designed to limit, prohibit or restrict any existing, current or future uses of the land of the Grantee.
4. In the event that the Grantee makes application for any consent to the relevant local or territorial authority for any redevelopment of the land of the Grantee, whether wholly or in part, the Grantor shall execute any affected person consent form required for obtaining such consent for such redevelopment.

The restrictions imposed by this reverse sensitivity covenant shall continue to apply notwithstanding that there may be changes from time to time to the manner, extent or scale of activities and/or the effects thereof.

The covenants are to apply in perpetuity.