

View Instrument Details



Instrument No 10996700.3
Status Registered
Date & Time Lodged 22 March 2018 15:31
Lodged By Schneebeil, Sharon Margaret
Instrument Type Easement Instrument



Affected Computer Registers	Land District
792586	South Auckland
792587	South Auckland
792588	South Auckland
792589	South Auckland
792590	South Auckland

Annexure Schedule: Contains 4 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 H482193 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sharon Margaret Schneebeil as Grantor Representative on 06/04/2018 03:37 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 Sharon Margaret Schneebeil as Grantee Representative on 06/04/2018 03:37 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

Nicholas Anthony Thompson and Jonette Thompson

Grantee

Nicholas Anthony Thompson and Jonette Thompson

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 of easement or covenant	Shown DP513267	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way, Right to Convey Water, Right to Transmit Electricity, Telecommunications & Computer Media,	A	Lot 1 DP513267 – 792586	Lot 2 DP513267 – 792587 Lot 3 DP513267 – 792588 Lot 4 DP513267 – 792589 Lot 5 DP513267 – 792590
	B	Lot 5 DP513267 – 792590	Lot 2 DP513267 – 792587 Lot 3 DP513267 – 792588 Lot 4 DP513267 – 792589
	C	Lot 4 DP513267 – 792589	Lot 2 DP513267 – 792587 Lot 3 DP513267 – 792588
	D	Lot 3 DP513267 – 792588	Lot 2 DP513267 – 792587
Right to Drain Water	E & C	Lot 4 DP513267 – 792589	Lot 1 DP513267 – 792586
Land Covenant	–	Lot 1 DP513267 – 792586 Lot 2 DP513267 – 792587 Lot 3 DP513267 – 792588 Lot 4 DP513267 – 792589 Lot 5 DP513267 – 792590	Lot 1 DP513267 – 792586 Lot 2 DP513267 – 792587 Lot 3 DP513267 – 792588 Lot 4 DP513267 – 792589 Lot 5 DP513267 – 792590

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** by 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

N.A.

Form L

Annexure Schedule

Page 3 of 4 Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

RIGHT TO CONVEY WATER
The same rights and powers as set out in paragraph 3 of the Fourth Schedule to the Land Transfer Regulations 2002

RIGHT TO DRAIN WATER
The same rights and powers as set out in paragraph 4 of the Fourth Schedule to the Land Transfer Regulations 2002

RIGHT OF WAY
The same rights and powers as set out in paragraph 6 of the Fourth Schedule to the Land Transfer Regulations 2002 and Fifth Schedule to the Property Law Act 2007

RIGHT TO TRANSMIT ELECTRICITY
The same rights and powers as set out in paragraph 7 of the Fourth Schedule to the Land Transfer Regulations 2002

RIGHT TO TRANSMIT TELECOMMUNICATIONS AND COMPUTER MEDIA
The same rights and powers as set out in paragraph 8 of the Fourth Schedule to the Land Transfer Regulations 2002

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002 SAVE THAT:

(a) In respect of easements of right of way where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail.

(b) Where there is a conflict between the provisions of the Fourth Schedule and/or the Fifth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

Form L

Annexure Schedule

Page 4 of 4 Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

LAND COVENANT

The Grantor, so as to bind the Servient Tenement ('the Lot') for the benefit of the Dominant Tenement hereby covenants and agrees with the Grantee:

1. Not to occupy or use the dwellinghouse as a residence unless it has been substantially completed in accordance with the terms of these covenants with all exterior surfaces which are not precolour coated or finished being painted or stained and with all appropriate local authority code compliance certificates having been issued for the dwellinghouse.
2. Not allow any form of metal roofing on a building unless it has been factory pre-painted nor to allow the use of roofing material likely to create a glare offensive to the Grantee.
3. Not erect any building other than a new residential home and to not permit or allow the removal onto the property of any pre-built transportable or relocatable house or existing house which has been previously lived in.
4. Not to permit rubbish to accumulate or be placed upon the land and not to permit any excessive growth of grass so that it becomes long or unsightly.
5. Not to allow construction of the dwelling to be delayed so that substantial progress is not made for any period exceeding three months. Any dwelling and ancillary building(s) on the property shall be completed within twelve months from the commencement of construction of that building. For the purpose of this clause the commencement of construction shall be the initial dig out of the site.
6. If the Grantor, without prejudice to any other liability the Grantor may have to the Grantee or any person having the benefit of the within covenants and restrictions, shall breach any of the covenants contained herein then the Grantor shall upon written demand, being made by the Grantee or the Grantee's Solicitor
 - (i) Pay to the Grantee the sum of \$200.00 per day for every day that such breach or non-observance continues after the date upon which written demand has been made
 - (ii) Take all steps as are required to ensure that the non-compliance with covenants specified in the notice ceases immediately.