



View Instrument Details

Instrument No 8236937.2
Status Registered
Date & Time Lodged 10 September 2009 09:00
Lodged By Fletcher, Jane Trina
Instrument Type Easement Instrument



Affected Computer Registers	Land District
NA123A/659	North Auckland
NA123A/660	North Auckland
NA123A/661	North Auckland

Annexure Schedule: Contains 5 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 5427177.2 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 5427177.4 has consented to this transaction and I hold that consent

Signature

Signed by Jane Trina Fletcher as Grantor Representative on 10/09/2009 08:36 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 Jane Trina Fletcher as Grantee Representative on 10/09/2009 08:36 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

North Auckland



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

Landing Estate Limited

Grantee

Surname(s) must be underlined or in CAPITALS.

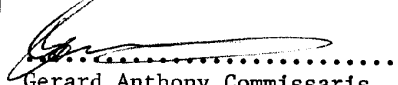
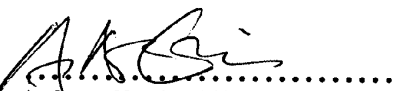
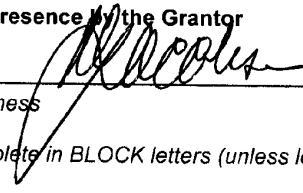
Landing Estate Limited

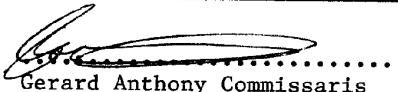
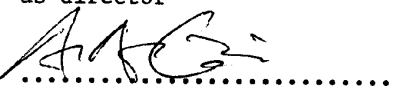
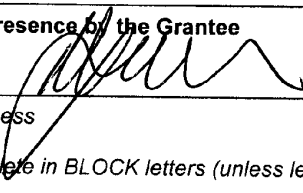
Grant* of easement or profit à prendre or creation or covenant

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).

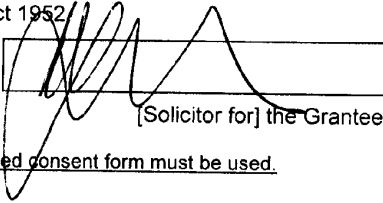
Dated this 27 day of July 2009

Attestation

<p> Gerard Anthony Commissaris as director</p> <p> Andrea Maria Alber Commissaris as director</p> <p>Signature [common seal] of Grantor</p>	<p>Signed in my presence by the Grantor</p> <p> Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Occupation PETER JACOBSON SOLICITOR Address AUCKLAND</p>
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<p> Gerard Anthony Commissaris as director</p> <p> Andrea Maria Alber Commissaris as director</p> <p>Signature [common seal] of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p> Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Occupation PETER JACOBSON SOLICITOR Address AUCKLAND</p>
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Certified correct for the purposes of the Land Transfer Act 1952


 [Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Approved by Registrar-General of Land under No. 2007/6225
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) DP 421016	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
A Right of Way,) A right to convey) electricity,) A right to convey) water,) A right to convey) telecommunications) and computer media)	"C"	Lot 2 DP 194203 CT NA123A/659	Lot 3 DP 194203 CT NA123A/660
A Right of Way	"E"	Lot 4 DP 194203 CT NA123A/661	Lot 3 DP 194203 CT NA123A/660
A right to park	"F"	Lot 4 DP 194203 CT NA123A/661	Lot 3 DP 194203 CT NA123A/660

Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

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 Fifth Schedule of the Property Law Act 2007.

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].

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule 2

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 3 of 3

(Continue in additional Annexure Schedule, if required.)

General Provisions Relating to All Easements Referred to herein

1.1 The following conditions and powers are applicable to each easement referred to herein:

- (a) Any maintenance, repair or replacement of an easement facility on the servient or dominant land that is necessary because of any act or omission by the owner of the servient land or the owner of the dominant land (which includes agents, employees, contractors, subcontractors and invitees of that owner) must be carried out promptly by that owner and at that owner's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with Clause 11 of the Land Transfer Regulations 2002). This provision is in addition to those set out in the Land Transfer Regulations 2002 and the 5th Schedule of the Property Law Act 2007.
- (b) Each grant shall be for all time from the date hereof.
- (c) The Grantors shall not have the power to terminate an easement for breach, it being the intention that an easement shall continue to exist for all time unless it is surrendered.
- (d) Any notice required to be given or served hereby shall be in writing and shall be deemed to have been given or served if despatched in accordance with the provisions of Sections 353 and 354 of the Property Law Act 2007.

1.2 All services shall be laid under the ground.

1.3 All pipes, conduits, drains, tanks, manholes, wires and cables forming part of any easement facility shall be laid under the ground.

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.

AAC

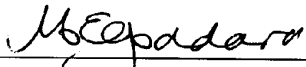


**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **Mary Goddard**, **Quality Assurance Officer of** Auckland, New Zealand, Bank Officer, certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 24, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 24 August 2009



Mary Goddard

24/08 2009 09:20 FAX 64 9 627 2155

BAY LAW OFFICE

002

BANK OF NEW ZEALAND being the mortgagee of all the land in Certificate of Title NA123A/659 under and by virtue of mortgage number 5427177.2 hereby **CONSENTS** to the creation of all easements created on deposited plan 421016, but without prejudice to the Banks rights and powers under the said Memorandum of Mortgage.

DATED this 24th day of August 2009

SIGNED by BANK OF NEW ZEALAND
by:

Full name of director/authorised signatory

Signature of director/authorised signatory

Witness:



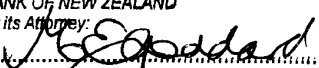
Signature of witness

Diana Peterson

Full name of witness

Bank Officer
Occupation of witness
Auckland

Address of witness

SIGNED for and on behalf of
BANK OF NEW ZEALAND
by its Attorney:

.....
Mary Goddard.....