

View Instrument Details



Instrument No 8566292.6
Status Registered
Date & Time Lodged 20 August 2010 15:31
Lodged By Wang, Xi-Yu
Instrument Type Easement Instrument



Affected Computer Registers	Land District
515504	North Auckland
515505	North Auckland
515506	North Auckland
515509	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 7997984.2 has consented to this transaction and I hold that consent

Signature

Signed by Deborah June McNab as Grantor Representative on 20/08/2010 12:27 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 Deborah June McNab as Grantee Representative on 20/08/2010 12:27 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

231 Huia Road Developments Limited

Grantee

Telecom New Zealand 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
Right to convey & telecommunications computer media	L on DP 429542	Lot 200 DP 429542 Identifier 515509	In Gross
Right to convey & telecommunications computer media	G on DP 429542	Lot 2 DP 429542 Identifier 515504	In Gross
Right to convey & telecommunications computer media	DC on DP 429542	Lot 3 DP 429542 Identifier 515505	In Gross
Right to convey & telecommunications computer media	DF on DP 429542	Lot 4 DP 429542 Identifier 515506	In Gross
Right to convey & telecommunications computer media	K on DP 429542	Lot 4 DP 429542 Identifier 515506	In Gross

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 **[added to]** by:

the provisions set out in Annexure Schedule 2

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 _____]

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

Annexure Schedule 2



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

Easement

Dated 25.6.10

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(Continue in additional Annexure Schedule, if required.)

- 1. The Easement facility includes any "lines", "works", "existing lines" and "existing works" as defined in the Telecommunications Act 2001 owned by the Grantee.
- 2. The grant of the Easement is not in substitution for and is without prejudice to such statutory rights and authorities as the Grantee may have from time to time in respect of the Servient Tenement.
- 3. The Grantor has paid to the Grantee the sum of \$150 (inclusive of GST), the receipt of which is hereby acknowledged, for administrative costs associated with the grant of this easement.

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.

04/08/2010 15:48

64-9-3609291

VALLANT HOOKER & PTR

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ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

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Easement Instrument

Person giving consent

Capacity and interest of Person giving

Surname must be underlined

(eg Caveator under Caveat no)

Westpac New Zealand Limited	Mortgagee under and by virtue of Mortgage No. 7997984.2
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Consent


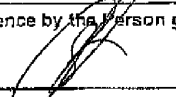
Delete words in [] if inconsistent with the consent

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 creation of the within easement

Dated this 11 day of August 2010

Attestation

	Signed in my presence by the Person giving consent	
	 Signature of witness	
Signature (Common seal) of Person giving consent	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	BANK OFFICER
	Occupation	WESTPAC
	Address	CHRISTCHURCH

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.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Jason Noel Raxworthy, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Jason Noel Raxworthy

this 11 August 2010