

View Instrument Details



Instrument No 10645869.3
Status Registered
Date & Time Lodged 29 May 2017 13:13
Lodged By Ferguson, Anna Christina
Instrument Type Easement Instrument



Affected Computer Registers	Land District
731158	South Auckland
731159	South Auckland

Annexure Schedule: Contains 3 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 10045092.3 has consented to this transaction and I hold that consent

Signature

Signed by Anna Christina Ferguson as Grantor Representative on 08/06/2017 02:21 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 Anna Christina Ferguson as Grantee Representative on 08/06/2017 02:21 PM

*** 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

South Auckland



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

Michael John WILLIAMS, Kay Alexandra Helen WILLIAMS and Richard Leslie BURCHER (1/2 share) and Kay Alexandra Helen WILLIAMS, Michael John WILLIAMS and Richard Leslie BURCHER (1/2 share)

Grantee

Surname(s) must be underlined or in CAPITALS.

Michael John WILLIAMS, Kay Alexandra Helen WILLIAMS and Richard Leslie BURCHER (1/2 share) and Kay Alexandra Helen WILLIAMS, Michael John WILLIAMS and Richard Leslie BURCHER (1/2 share)

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 29th day of May 2017

Attestation

	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	Witness name
	Occupation
Signature [common seal] of Grantor	Address

	Signed in my presence by the Grantee
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	Witness name
	Occupation
Signature [common seal] of Grantee	Address

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 29 May 2017 Page 1 of 2 pages

Schedule A (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant		Lot 2 DP 496494 (731159)	Lot 1 DP 496494 (731158)

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 for 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

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

Land Covenant

Dated 29 May 2017

Page 2 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

Land covenant

WHEREAS it is the transferor's intention to create for the benefit of the land being Lot 1 DP 496494 CT 731158 (hereinafter referred to as the "Dominant Lot") the land covenant set out in Schedule A over the land being Lot 2 DP 496494 CT 731159 (hereinafter referred to as the "Servient Lot") TO THE INTENT that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedule A hereto and that the owners and occupiers for the time being of the Dominant Lot may enforce the observance of such stipulation against the owners for the time being of the Servient Lot.

AND AS INCIDENTAL to the Transfer of the land herein so as to bind the Servient Lot and for the benefit of the Dominant Lot the transferee HEREBY COVENANTS AND AGREES in the manner set out in the Schedule A hereto so that the covenants run with the Servient Lot for the benefit of the respective Dominant Lot.

If there should be any breach or non-observance of any of the covenants contained in Schedule A then without prejudice to any other liability which the registered proprietor of the Servient Lot may have to any person having the benefit of the covenant in question the registered proprietor of the Servient Lot will upon written demand being made by the registered proprietor of the Dominant Lot or by any person or group of persons having the benefit of the covenant in question:

- (a) Pay to the person or group of persons making such demand as liquidated damages the sum of \$100.00 per day for every day that such breach or non-observance continues after the date upon which written demand has been made; and
- (b) Remove or cause to be removed from the land any building or other structure or item erected or placed on the land in breach or non-observance of the covenant herein.
- (c)

PROVIDED ALWAYS that the owners of the Servient Lot shall as regards the stipulations and restrictions be personally liable only in respect of breaches thereof which shall occur while they are registered as proprietors of the Servient Lot in respect of which any such breach shall occur (or is alleged to occur).

SCHEDULE A

The registered proprietor of Lot 2 DP 496494 CT 731159 shall not erect or permit to be erected any building or other structure on the Servient Lot except for a single new dwelling with either an internal garage or a garage attached to the new dwelling.

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.