

View Instrument Details



Instrument No 8609908.4
Status Registered
Date & Time Lodged 10 November 2010 09:19
Lodged By Totman, Peter Frank Ralph
Instrument Type Easement Instrument



Affected Computer Registers	Land District
523874	North Auckland
523875	North Auckland

Annexure Schedule: Contains 6 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 D495769.2 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 7065735.3 has consented to this transaction and I hold that consent

Signature

Signed by Peter Frank Ralph Totman as Grantor Representative on 15/12/2010 11:08 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 Fiona Jane Mathieson as Grantee Representative on 17/12/2010 03:24 PM

*** End of Report ***

Easement instrument to grant easement or *profit a prendre*, or create land covenant

Grantor BELINDA GOODWIN

Grantee GARRY JOHN CLARKE, ELIZABETH DAGMAR CLARKE and BM TRUSTEES LIMITED

Grant of easement or *profit a 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 a 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.

Schedule A

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement Computer register	Dominant tenement Computer register
Restrictive Covenant		523875	523874

Easements or *profits a 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 Schedule Five of the Property Law Act 2007.

The implied rights and powers are (varied) by the provisions set out in the Annexure Schedule

Covenant provisions

The provisions applying to the specified covenants are those set out in Annexure Schedule

ANNEXURE SCHEDULE

It is the grantors' intention to create for the benefit of the land in Certificate of Title 523874 (hereinafter referred to as "the dominant lot") over the land in Certificate of Title 523875 (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 stipulations against the owners for the time being of the servient lot.

The grantor DOES HEREBY COVENANT AND AGREE in the manner set out in Schedule A hereto so that the covenants run with the servient lot for the benefit of the dominant lot.

SCHEDULE A

- (1) The grantor will not build any structure or dwellings on that part of Certificate of Title 523875 which was formerly part of CT NA910/175 other than a boundary fence or a retaining wall.
- (2) The grantor will use the existing boundaries as at 10 February 2010 in respect of that part in Certificate of Title 523975 which was formerly in CT NA1817/14 for the purpose of any distance from boundary calculations for any new buildings thereon that may be required by Far North District Council.



LENDING SERVICES, AUCKLAND
Security Releases Team

7 October 2010

Boyle Mathieson
Barristers & Solicitors
DX DP 92555
HENDERSON

Level 2, 30 Mahuhu Crescent
Private bag 92089
Auckland 1010, New Zealand
DX CR50502
Ph: 09-976-6652
Fax: 09-976-6653

Attention: **Fiona Mathieson**

Dear SIR/MADAM

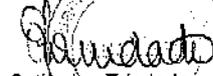
RE: **The Clarke Family Trust**
OUR REF: **0037320647** (Please quote this reference on all correspondence)

Further your letter dated 29TH SEPTEMBER 2010, Bank of New Zealand attaches the following document(s):

Consent of Mortgagee D495769.2

Please forward confirmation of completion of this transaction by forwarding a search copy of title showing the transfer.

Yours faithfully


Catherine Trindade
for the Manager

RECEIVED
19 OCT 2010
AUCKLAND

CONSENT LETTER.DOC



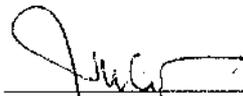
**CERTIFICATE OF NON-REVOICATION
OF POWER OF ATTORNEY**

IDA LINA MALO

I, **IDA LINA MALO**, **Quality Assurance Officer of** Auckland, New Zealand, certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 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 07 October 2010



IDA LINA MALO

Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule - Consent Form
 Land Transfer Act 1952 section 238(2)



Insert type of instrument
 "Caveat", "Mortgage" etc

Mortgage

Page 1 of 1 pages

Consentor
 Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
 (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Bank of New Zealand	Mortgage number: D495769.2
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Consent
 Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
 Delete words in [] if inconsistent with the consent.
 State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section of the Act]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:
 the subdivision of all that land containing 3764 square metres more or less comprised in Certificate of Title NA910.75 together with the creation of a restrictive covenant easement.

Dated this 7th day of October 2010

Attestation

	Signed in my presence by the Consentor
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Catherine Trindade Occupation Bank Officer Address Auckland
Signature of Consentor	

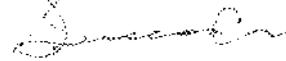
An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Wairarapa Building Society as mortgagee under mortgage 7065735.3 consents to registration of the attached Easement Instrument.

Dated 2nd day of ~~November~~ December 2010



THE COMMON SEAL of
WAIRARAPA BUILDING SOCIETY
was hereto affixed in the presence of


.....
(Alexander Tulloch) Authorised Officer

.....
(Kimberley Paul McCabe) Authorised Officer