

# 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



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Affected Computer Registers	Land District
523874	North Auckland
523875	North Auckland

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**Annexure Schedule:** Contains 6 Pages.

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## 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

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## 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 29<sup>TH</sup> 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



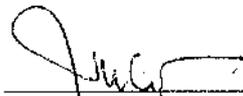
**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

**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	

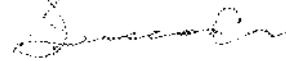
An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

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

Dated 2<sup>nd</sup> 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

