

Easement instrument to grant easement or profit à prendre, or create land

Sections 90A and 90F, Land Transfer Act 1952

EI 6160140.5 Easement

Cpy - 01/01, Pgs - 014, 23/09/04, 13:18



DocID: 511009798

Land registration district

SOUTH AUCKLAND



Grantor

Surname(s) must be underlined or in CAPITALS.

Wayne Gregory GILES as to a ½ share and Helen Jane GILES as to a ½ share

Grantee

Surname(s) must be underlined or in CAPITALS.

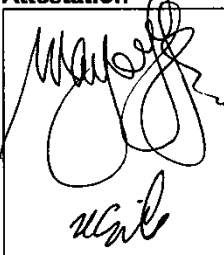
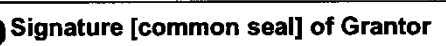

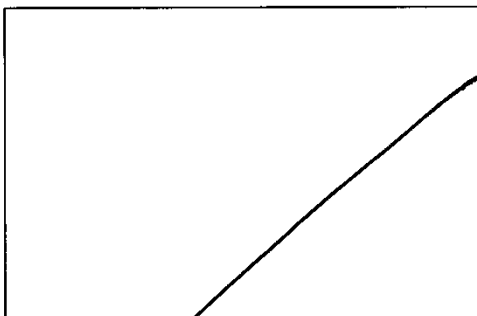

**SUPERIOR GLEN LIMITED
Roger Douglas DRURY (CT 52C/540), Graham PARTON and Glenys Anne Jones PARTON
(CT 52C/542), (continued on page 2 annexure schedule)**

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 8th day of September 2004.

Attestation

 	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name LYNDEN ANN EARL Occupation SOLICITOR HAMILTON Address
	Signature [common seal] of Grantor
 	Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
	Signature [common seal] of Grantee

F

38461

52C/540, 52C/542 - 544 inclusive

(5)

EI

5018 = 58



[Solicitor for] the Grantee

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

Annexure Schedule



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

Easement Instrument

Dated

Page

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of

pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Grantee"

Jacobus Johannes SWART and Gail Eileen SWART (CT 52C/543), Philip Stephen HITCHCOCK and Sarah Joyce HITCHCOCK (CT 52C/544)

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.

Annexure Schedule 1

Easement instrument

Dated

Page

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of

 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)
Right to Convey Sewage	"A" on DP.333791	Lot 2 DP.333791 CT 138461	Lots 1, 3, 4 and 5 DPS.65422 CT's 52C/540, 52C/542, 52C/543 & 52C/544
Right to Convey Sewage	"B" on DP.333791	Lot 2 DP.333791 CT 138461	Lots 1, 3, 4 and 5 DPS.65422 CT's 52C/540, 52C/542, 52C/543 & 52C/544

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

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

[Handwritten signatures and initials]

Annexure Schedule



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

Easement Instrument

Dated

Page **4** of pages

(Continue in additional Annexure Schedule, if required.)

1. The right to convey sewage referred to herein includes those rights implied in Schedule 4 of the Land Transfer Regulations 2002 under the heading "A Right to Drain Sewage".
2. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail. Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule, and the modifications in this Easement Instrument, the modifications must prevail.
3. Any maintenance, repair or replacement of the pipes on the servient or dominant land that is necessary because of any act or omission by any party (which includes agents, employees, contractors, subcontractors and invitees of that party) must be carried out promptly by the party causing the need for the maintenance, repair or replacement and at that party's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that party 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 Fourth Schedule).
4. The Grantor shall not permit the growth of any trees, shrubs or other vegetation or the erection or establishment of any structure whatsoever which:
 - a. may interfere with any of the easements; or
 - b. may endanger or cause nuisance to the easements or persons working on the easements in the course of their duties; or
 - c. breaches any bylaw or regulation or other statutory provision relating to the easements.
5. On completion of any work the surface of the land will be restored as nearly as possible to its former condition.

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.

[Handwritten initials]

[Handwritten signatures]

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

Continuation of "Attestation"

Signed by **Graham Parton** and **Glenys Anne Jones Parton** as Grantee:

Graham Parton
Graham Parton

Glenys Anne Jones Parton
Glenys Anne Jones Parton

M. Meads
Signature of witness

Kylee Meads
Name of witness

Receptionist
Occupation

4 Summerset St Hamilton
Address

Signed by **Jacobus Johannes Swart** and **Gail Eileen Swart** as Grantee:

Jacobus Swart
Jacobus Johannes Swart

G.E. Swart
Gail Eileen Swart

P.A. Wooster
Signature of witness

P.A. Wooster
Name of witness

Accountant
Occupation

205 Fardon Rd
Address
RD 2
Hamilton

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.

[Signatures]

Annexure Schedule



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

Easement

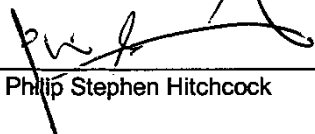
Dated

Page **6** of pages


(Continue in additional Annexure Schedule, if required.)

Continuation of "Attestation"

Signed by **Philip Stephen Hitchcock**
and **Sarah Joyce Hitchcock** as Grantee:


Philip Stephen Hitchcock


Sarah Joyce Hitchcock


Signature of witness

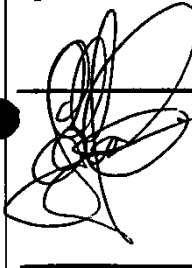

Justin Christopher Brien
Name of witness

Engineering
Occupation

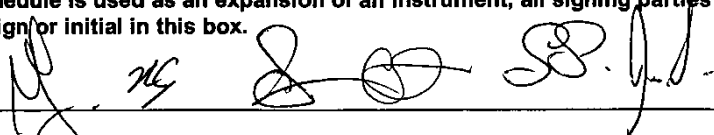
721 Waitokomai Road
Address RD1 Huntly

Signed by SUPERIOR GLEN LIMITED

By its Directors

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.



ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

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[Insert type of Instrument]

Easement Instrument

Person giving consent

Surname must be underlined

National Bank Ltd

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

Mortgagee under mortgage 6151353.5

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 registration of an easement certificate to create a right to convey sewage in favour of the land in CT 52C/540 (South Auckland Registry).

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.

Dated this

day of

10 SEP 2004

2004

Attestation

ANZ National Bank Limited
by its Attorney

KRISTINA ELIZABETH HIGGINS

Signature [Common seal] of Person giving consent

Signed in my presence by the Person giving consent

Signature of Witness

G. Russell

(Witness to complete in BLOCK letters (unless legibly printed))

Witness name

Occupation

Address

GAIL RUSSELL
BANK OFFICER
AUCKLAND

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.



The National Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Kristina Elizabeth Higgins**, Manager Lending Services of Auckland in New Zealand certifies that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1			
Napier	as No.	644654.1			
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. 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 the ANZ National Bank Limited or otherwise.

DATED at Auckland this

day of

10 SEP 2004

2004

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

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[Insert type of Instrument]

Easement Instrument

Person giving consent

Surname must be underlined

Westpac Banking Corporation

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

Mortgagee under Mortgage B.236530

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required


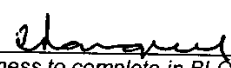
[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the **Person giving consent hereby consents to:**

the grant of easements for rights to convey sewage contained herein.

Dated this 13 day of September 2004

Attestation

 HELEN LYNETTE PRICE - <i>Attorney</i>	Signed in my presence by the Person giving consent
	Signature of Witness  <i>(Witness to complete in BLOCK letters (unless legibly printed))</i> Witness name Occupation Lynda Dawn Prangnell Bank Officer Address Hamilton
Signature [Common seal] of Person giving consent	

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, HELEN LYNETTE PRICE, of Hamilton in New Zealand, Bank Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 20th October 2003 a copy of which is deposited in the Land Registry Office at Christchurch (Canterbury Registry) numbered PA 5941731.1.

Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed me its attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by me under the powers thereby conferred.

2. THAT at the date hereof I am a Tier Three Attorney for Westpac Banking Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **Westpac Banking Corporation** or otherwise.

Signed at Hamilton


HELEN LYNETTE PRICE

this 13 September 2004

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

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[Insert type of Instrument]

Easement Instrument

Person giving consent*Surname must be underlined*~~The National Bank of New Zealand Limited~~

ANZ National Bank Limited

Capacity and interest of Person giving consent*(eg. Caveator under Caveat no.)*

Mortgagee under Mortgage B.296368

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 grant of easement contained herein.

10 SEP 2004

Dated this day of 2004

Attestation

<p>NICOLA KATHRYN MCCLINTOCK</p> <p><i>[Signature]</i></p>	<p>Signed in my presence by the Person giving consent</p> <p>Signature of Witness</p> <p><i>[Signature]</i></p> <p><i>(Witness to complete in BLOCK letters (unless legibly printed))</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> <p>ALEXANDRA MARY LOWERY BANK OFFICER AUCKLAND</p>
<p>Signature [Common seal] of Person giving consent</p>	

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.



The National Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Nicola Kathryn McClintock**, Manager Lending Services of Auckland in New Zealand certifies that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26th June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. 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 the ANZ National Bank Limited or otherwise.

DATED at Auckland this day of **10 SEP 2004** 2004

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

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[Insert type of Instrument]

Easement Instrument

Person giving consent*Surname must be underlined*

AMP Bank Limited

Capacity and interest of Person giving consent*(eg. Caveator under Caveat no.)*

Mortgagee under Mortgage B.238623

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 grant of easement contained herein.

Dated this 14th day of September 2004**Attestation**

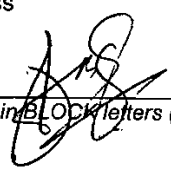

JOHN HENRY LISTER

Signed in my presence by the Person giving consent
Signature of Witness*(Witness to complete in BLOCK letters (unless legibly printed))*

Witness name

Occupation

Address


 Thomas D'Souza
 Bank Officer
 The Hongkong and Shanghai Banking Corporation Limited
 One Queen Street
 Auckland 1
Signature [Common seal] of Person giving consent

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, **JOHN HENRY LISTER**, of Auckland, in New Zealand, hereby certify:

1. THAT by a the "Deed" dated 03rd day of June 2004 and duly lodged at Land Information New Zealand under the number PA6032779.1, AMP Bank Limited at Sydney, Australia appointed me as attorney on the terms and subject to the conditions set out in that deed.
2. THAT as at the date of this certificate, I have not received any notice or information of the revocation of that appointment by dissolution of AMP Bank Limited or otherwise.
3. THAT the attached document is a document falling within the description set out in Schedule B to the Deed.

DATED this 14th day of September 2004.

SIGNED by **John Henry Lister**
Auckland, New Zealand.



041875