



View Instrument Details

Instrument No. 10929672.9
Status Registered
Date & Time Lodged 07 Nov 2017 10:50
Lodged By Wallace, Noelene Mary
Instrument Type Easement Instrument

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
756025	North Auckland
756026	North Auckland
756027	North Auckland
756028	North Auckland
756029	North Auckland
756030	North Auckland
787010	North 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 10485703.1 has consented to this transaction and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 10581422.2 has consented to this transaction and I hold that consent ☒
- I certify that the Encumbrancee under Encumbrance 10606487.7 has consented to this transaction and I hold that consent ☒
- I certify that the Encumbrancee under Encumbrance 10622940.7 has consented to this transaction and I hold that consent ☒

Signature

Signed by Deborah Jane Miller as Grantor Representative on 06/11/2017 04:00 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 Donna Maree Powle as Grantee Representative on 06/11/2017 06:27 PM

***** End of Report *****

Form B**Easement instrument to create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

BEACHLANDS JUNCTION LIMITED

Grantee

NAWA (NZ) LIMITED

Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **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) covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register)
Covenant		756025 - 756030 (inclusive)	787010

Covenant provisions

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

ANNEXURE SCHEDULE

1 INTRODUCTION

- 1.1 The Grantor is the registered proprietor of the freehold estate in the property comprised in the computer interest registered as the "servient tenement" in Schedule A of this instrument ("**Servient Land**").
- 1.2 The Grantee is the registered proprietor of the freehold estate in the property comprised in the computer interest registered as the "dominant tenement" in Schedule A of this instrument ("**Dominant Land**").
- 1.3 The Grantor and the Grantee wish to enter into this covenant to restrict the rights of the Grantor in relation to the Servient Land.

2 DEFINITIONS

2.1 In this instrument unless the context requires otherwise:

- (a) "**Development**" means any proposed residential subdivision, sub-divisions, or other development on the Dominant Land which is in accordance with Manukau City Council Plan Change 30.
- (b) "**Resource Consent**" means any resource consent or other authorisation required under the Resource Management Act 1991, or under any other enactment in relation to any Development.

2.2 **Interpretation:** In this instrument, unless the context otherwise requires:

- (a) words denoting the singular shall include the plural and vice versa;
- (b) one gender shall include the other genders;
- (c) words denoting persons shall include any individual, company, corporation, firm, partnership, joint venture association, organisation, trust, state, agency of a state, municipal authority, government or any statutory body in each case whether or not having separate legal identity;
- (d) any covenant or agreement on the part of two or more persons shall bind those persons jointly and severally;
- (e) reference to any statute, regulation, ordinance or bylaw shall be deemed to extend to all statutes, regulations, ordinances or bylaws amending, consolidating or replacing the same;
- (f) where consent or approval is required pursuant to any provision of this instrument, such consent or approval shall be required for each separate occasion, notwithstanding any prior consent or approval obtained for the like purpose on any prior occasion; and
- (g) references to the Grantor and the Grantee include their respective executors or administrators and successors in title.

3 COVENANTS

- 3.1 The Grantor, for itself and its successors in title to the Servient Land, hereby covenants and agrees with the Grantee for itself and its successors in title to the Dominant Land that the Grantor will now and at all times hereafter observe and perform all the stipulations and restrictions contained in clause 3.2 to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed enure for the benefit of and be appurtenant to the whole of the Dominant Land and every part thereof provided that

the Grantee and any successor in title shall only be liable in respect of breaches of this covenant while it is the registered proprietor of the Servient Land or the part of the Servient Land which is in breach of the covenants in clause 3.2.

3.2 The Grantor hereby agrees that it shall not:

- (a) Oppose the Grantee's application for Resource Consent; nor
- (b) Make or procure any other party to make any submission in opposition to any such Resource Consent nor participate in; nor
- (c) Fund any submission or proceedings by any other party in that respect.

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the Official Information Act 1982