

Approved by Registrar-General of Land under No. 2002/6055

Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 6426312.6 Easement I

Land registration district

SOUTH AUCKLAND



Cpy - 01/01, Pgs - 006, 18/05/05, 11:50



DocID: 511197666

Grantor

Surname(s) *mus.*

SCENIC VENTURES LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

SCENIC VENTURES LIMITED

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 9 day of MAY 2005

Attestation

SCENIC VENTURES LIMITED by:

R.J. Montgomery
.....
Director
P.P. Seage
.....
Director

Signature [common seal] of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

SCENIC VENTURES LIMITED by:

R.J. Montgomery
.....
Director
P.P. Seage
.....
Director

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Certified correct for the purposes of the Land Transfer Act 1952.

Wm Hogge

[Solicitor for] the Grantee

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



Easement instrument

Dated 9 MAY 2005 Page 1 of 3 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 Covenants	T1 on DP 350755	Lot 18, DP 350755, CT 207821	Lots 1 to 17, DP 350755, CTs 207804 to 207820

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]** **[negatived]** **[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

Annexure Schedule



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

Easement

Dated 7 May 2005

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

The Grantor, when registered proprietor of the land formerly contained in Part Lot 3, DPS67095, subdivided the land into lots in the manner shown and defined on DP 350755 **AND WHEREAS** it is the Grantor's intention to create for the benefit of the land in Certificates of Title 207804 to 207820 ("the Dominant Lots") the land covenants set out in Schedule B over the land in Certificate of Title 207821 ("the Servient Lot") **TO THE INTENT** that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedule B and the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owner for the time being of the Servient Lot.

AND AS INCIDENT to the transfer of the fee simple so as to bind the Servient Lot and for the benefit of the respective Dominant Lots the Grantee **HEREBY COVENANTS AND AGREES** in the manner set out in Schedule B hereto so that the covenants run with the Servient Lots for the benefit of the respective Dominant Lots.

SCHEDULE B

INTERPRETATION

1. In this Easement Instrument unless the content otherwise requires:

(i) **Definitions:**

"Grantee" means the owners for the time being of the Servient Lot;

"Grantor" means the owners for the time being of the Dominant Lots;

"Scenic" means Scenic Ventures Limited or its successors or nominated assigns;

"Scenic Subdivision" means the proposed development of the land;

"Land Covenants" means the land covenants that are set out in this Easement Instrument;

"Easement Instrument" is the document in which the Land Covenants will be created;

(ii) **Interpretation**

Headings: clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Easement Instrument;

Defined Expressions: expressions defined in the main body of this Easement Instrument bear the defined meaning in the whole of this Easement Instrument including the recitals;

Plural and Singular: words importing the singular number shall include the plural and vice versa;

Negative Obligations: any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done;

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



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

Easement

Dated

9 MAY 2005

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

OBJECTIVES AND COVENANTS

2. The Grantor acknowledges and agrees with the Grantee that the Dominant Lots in Scenic's Subdivision will enjoy expansive views and the benefit, by membership of the Grandview Residents' Association Incorporated, of the walking track and a golf driving range being developed by Scenic for the Grantees and to this end and in recognition of these objects the Grantor **HEREBY COVENANTS AND AGREES** with the Grantee to preserve in perpetuity as open space subject to any structures required for the establishment of a golf driving range the area "T1" on LT350755.

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.

MORTGAGEE CONSENT

ANZ NATIONAL BANK LIMITED as mortgagee pursuant to mortgage 6099250.2 consents to registration of the within Easement Instrument creating land covenants but without prejudice to the mortgagee's rights, powers and remedies pursuant to the said mortgage.

Dated this day of - 9 MAY 2005 2005

**SIGNED by ANZ NATIONAL
BANK LIMITED**
By its Attorney:

KAPUA KATRINA GARDINER

Authorised Signatory

Katrina Gardiner

Authorised Signatory

In the presence of:

Witness:

Witness name:

Witness Occupation: **WILLIAM JOHN CASTLE**
BANK OFFICER

Witness Address: AUCKLAND

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Kapua Katrina Gardiner**, Manager Lending Services of Auckland in New Zealand hereby certifies that:

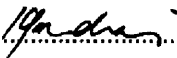
1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

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 9th day of May 2005


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