

View Instrument Details



Instrument No 11108472.3
Status Registered
Date & Time Lodged 07 May 2018 16:47
Lodged By Waswo, Melissa Kim
Instrument Type Easement Instrument



Affected Computer Registers Land District

774450	Taranaki
774451	Taranaki
774452	Taranaki
774453	Taranaki
774454	Taranaki
774455	Taranaki
774457	Taranaki
774465	Taranaki

Annexure Schedule: Contains 5 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 5874066.1 has consented to this transaction and I hold that consent ☒

Mortgage 10874037.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒

Signature

Signed by Harold Paul Fitzgibbons as Grantor Representative on 16/05/2018 12:07 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 Harold Paul Fitzgibbons as Grantee Representative on 16/05/2018 12:07 PM

*** End of Report ***

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

2015/6246
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Grantor

Warren Lawrence Bolton and Claire Alyane Bolton

Grantee

As attached Annexure Schedule

Grant of Easement or *Profit à 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(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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	A, B, C DP 521830	774465	774450 - 774455 (inclusive) + 774457

GRANTEE SCHEDULE

<u>Certificate of Title</u>	<u>Registered Proprietor</u>
774450	Glenn Laurence Green, Lynn Jewel Green and Gerard Brooks
774451	Gerard Brooks and Glynis Brooks
774452	Gerard Brooks and Glynis Brooks
774453	Glenn Laurence Green, Lynn Jewel Green and Gerard Brooks
774454	Jay Green
774455	Robin Alister John Smith and Paganne Larissa Smith
774457	Sokheng Seng and Bung Cheav

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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 specified 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 hereby ~~[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 _____]~~

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 1 _____]~~

Annexure Schedule

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*Insert instrument type***EASEMENT INSTRUMENT***Continue in additional Annexure Schedule, if required*

For the benefit in perpetuity of the registered proprietors from time to time of the dominant land, the registered proprietor of the servient land, for itself and its successors in title of the servient land or any part thereof (the registered proprietor for the time being of the servient land or any part thereof hereafter called "the servient owner"), covenants as follows:

1. That any building erected on the servient land by the servient owner will be a new residential home ("dwelling") and buildings ancillary thereto, and not any second-hand building (for the avoidance of doubt, subject to local authority requirements, there may be more than one dwelling on the servient land).
2. That any such dwelling erected on the servient land by the servient owner will have a minimum 75% exterior cladding of kiln fired or concrete brick, stucco textured finish, stone or timber, prefinished metal or vinyl weatherboard construction. Any such dwelling with an exterior finish in the form of flat cladding, concrete blocks, poured concrete or similar erected on the servient land by the servient owner shall have the surface textured in such a manner as to fully cover the base material.
3. That no building or structure erected or vegetation planted on the servient land by the servient owner will exceed a vertical height of seven (7) metres above the mean average ground level of the servient land as at the date of registration of this instrument (being the average between the highest point on the servient land and the lowest point on the servient land).
4. Not to incorporate in any building erected on the servient land by the servient owner any metal clad roof which has not been factory pre-painted.
5. To complete any building erected on the servient land by the servient owner within 9 months of the servient owner laying down the foundations of such building, and within 15 months of laying down such foundations to complete all ancillary work such as fencing and landscaping, and (in respect of the erection of a dwelling) within that 15 months to construct in a proper and tradesmanlike manner a driveway or vehicle access to such dwelling in a permanent continuous surfacing of concrete, concrete block, brick paving or tar sealing.
6. Not to build any ancillary building (for example sheds or garages) before completion of the dwelling to which they are ancillary.
7. Not to permit any dwelling erected by the servient owner on the servient land to be occupied or used as a residence unless that dwelling has been substantially completed in accordance with these covenants and any local authority consent in respect thereof.
8. That any fence erected on the servient land by the servient owner will not be constructed of corrugated iron or post and wire, nor exceed 1.83m in height above the existing ground level beneath such fence.
9. To keep and maintain in a neat and tidy condition any council-owned road frontage to the servient land.

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

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2015/5049
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*Insert instrument type***EASEMENT INSTRUMENT***Continue in additional Annexure Schedule, if required*

10. To construct any garage, car port or any other outbuildings erected on the servient land by the servient owner to a design so as to be architecturally integrated with the dwelling to which they are ancillary.
11. That any clothes line or letterbox erected on the servient land by the servient owner will be aesthetically sensitive in terms of design and location, any such clothesline not to be highly visible from any adjacent street, and any such letterbox to be adjacent to but not in any adjacent road reserve.
12. That any attachments made by the servient owner to any building on the servient land (including but not limited to television antennae and solar hotwater panels) will be integrated discreetly with the relevant building and so that they are not highly visible from any adjacent street or adjacent property.
13. To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, curbs, concrete or other structures on or about the servient land arising from the servient owner's use of the servient land, whether directly or indirectly by the servient owner's agents or invitees.
14. That the servient owner will not use any part of the servient land or any building thereon for trading or commercial purposes or for or by a government agency, community group, charitable body, church, service group or any organisation of a similar nature.

The covenants herein shall be enforceable only against the registered proprietor for the time being of the servient land or any part thereof, and not against any predecessor in title to such registered proprietor, and shall bind and be enforceable against such registered proprietor for the time being of any part of the servient land only in respect of that part of the servient land of which that registered proprietor is registered proprietor, and only in respect of that registered proprietor's default in respect of the covenants herein, and not the defaults of any predecessor in title to such part of the servient land.

The covenants herein shall cease to have effect in respect of any part of the servient land or dominant land which vests in a territorial authority or the Crown by virtue of statute, transfer or otherwise as road reserve, esplanade reserve or for any other purpose in any subsequent subdivision of the servient land or dominant land as a condition of any subdivision consent granted by the territorial authority or body having jurisdiction. The entities benefitting from the covenants herein shall not be entitled to any compensation in respect of the exercise of this clause.

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.



Title Plan - DP 521830

Survey Number DP 521830
Surveyor Reference N180210
Surveyor Alan Leonard Doy
Survey Firm McKinlay Surveyors 2010 Limited (New Plymouth)
Surveyor Declaration I Alan Leonard Doy, being a licensed cadastral surveyor, certify that:
(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and
(b) the survey was undertaken by me or under my personal direction.
Declared on 27 Feb 2018 06:05 PM

Survey Details

Dataset Description LAND COVENANTS OVER LOT 17 DP 508651
Status Deposited
Land District Taranaki
Submitted Date 27/02/2018
Survey Class Class B
Survey Approval Date 05/03/2018
Deposit Date 22/03/2018

Territorial Authorities

New Plymouth District

Comprised In

CT 774465

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Area A Deposited Plan 521830	Land Covenant		
Area B Deposited Plan 521830	Land Covenant		
Area C Deposited Plan 521830	Land Covenant		
Area D Deposited Plan 521830	Easement		
Total Area		0.0000 Ha	



Land Registration District

TARANAKI

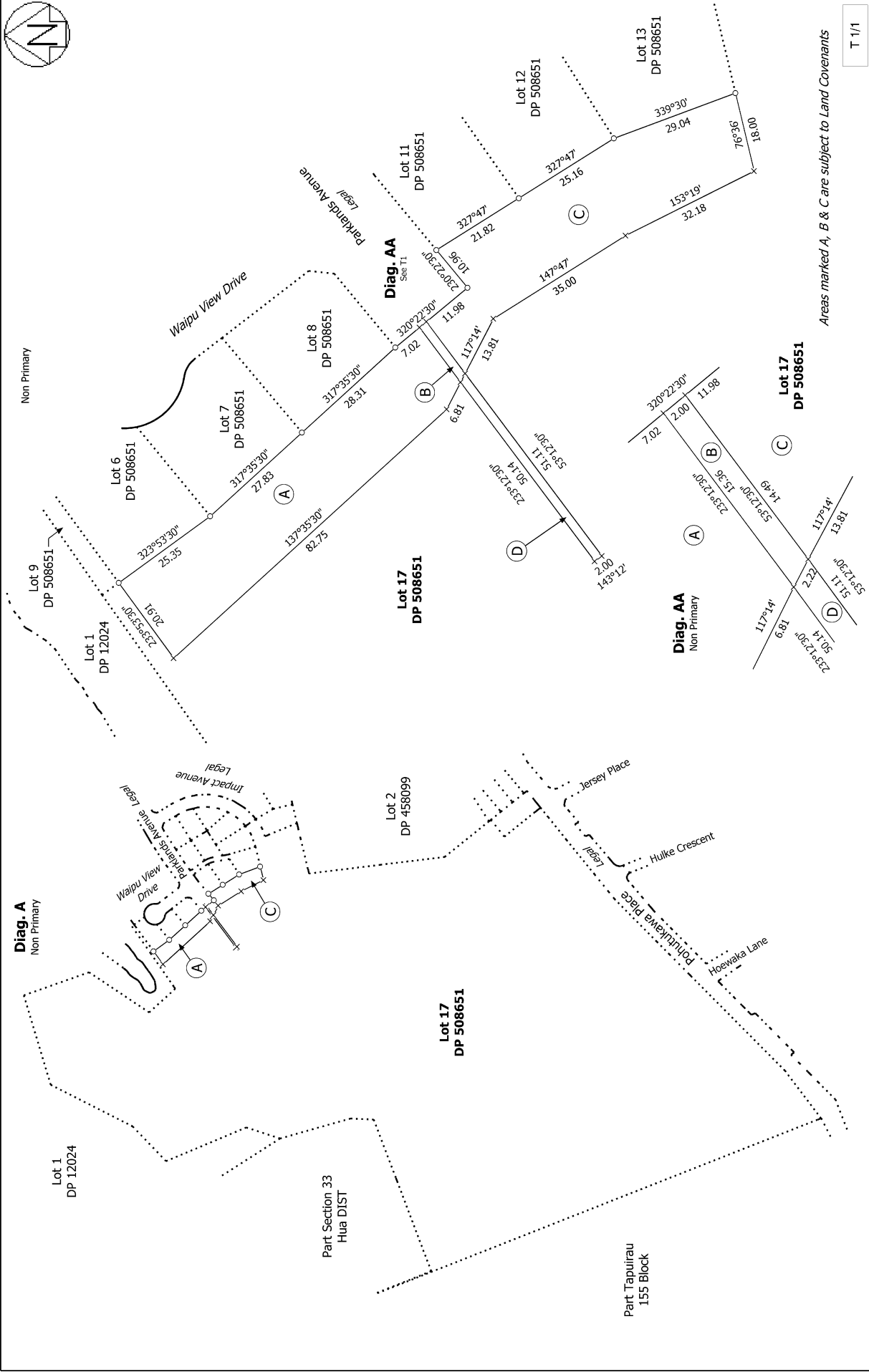
Plan Number

DP 521830

Territorial Authority

NEW PLYMOUTH DISTRICT

SCHEDULE OF EXISTING EASEMENTS			
Purpose	Shown	Servient Tenement	Created By
Sewer (in gross)	B & D	Lot 17 DP 508651	EI 8033797.10



Land District: Taranaki Dataset Type: Parcels without Survey Information Digitally Generated Plan <small>Generated on: 09/04/2018 10:09am Page 3 of 3</small>	LAND COVENANTS OVER LOT 17 DP 508651	Surveyor: Alan Leonard Doy Firm: McKinlay Surveyors 2010 Limited (Nz)	Title Plan DP 521830 Deposited on: 22/03/2018
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