

View Instrument Details



Instrument No 11460986.7
Status Registered
Date & Time Lodged 13 February 2020 11:52
Lodged By Allan, Marise Francis
Instrument Type Easement Instrument



Affected Records of Title	Land District
892961	North Auckland
892963	North Auckland

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 11248310.4 has consented to this transaction and I hold that consent

Signature

Signed by Marise Francis Allan as Grantor Representative on 11/02/2020 05:35 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 Marise Francis Allan as Grantee Representative on 11/02/2020 05:35 PM

*** End of Report ***

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Form 22

Easement instrument to grant easement or profit à prendre

(Section 109 Land Transfer Act 2017)

Grantor

RIDDELL FAMILY TRUSTEE LIMITED AND THE GREENWOODS INVESTMENT COMPANY LIMITED

Grantee

AUCKLAND COUNCIL

Grant of Easement or Profit à prendre

The Grantor being the registered owner of the burdened land 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, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	Area "D" on DP 537194	892961	In gross
	Area "E" on DP 537194	892963	

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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 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby ~~varied~~ ~~negatived~~ ~~added to~~ or and ~~substituted~~ by:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]

the provisions set out in the Annexure Schedules

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Form L

Annexure Schedule

Page 3 of 5 Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Rights, Powers, Terms, Covenants & Conditions

1. The Grantee shall have the right from time to time and at all times hereafter by day and night to go pass and repass over those parts of the land in Record of Titles 892961 and 892963 marked "D" and "E" on Deposited Plan 537194 (such part of the Grantor's land hereinafter referred to in this Schedule as "the easement land") and to remain there for any reasonable time together with the additional rights and powers incidental thereto set out in the following clauses.
2. To exercise such right by itself its surveyors engineers workmen contractors agents and servants on foot or with motor vehicles and machinery, and if the Grantee so resolves by permitting members of the general public to exercise that right but on foot only.
3. The right to have the easement land kept clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the easement land.
4. The right to recover from the Grantor, the cost of construction of and/or repairs to the footpath, driveway paving or other improvements located on the easement land, whether due to breach of the provisions of clause 1 above or occasioned by the Grantor, their, his or her agents, servants, contractors, permitted occupants residents or invitees.
5. Notwithstanding any other provision of this easement, the rights prescribed at clauses 13 and 14 of Schedule 4 of the Land Transfer Regulations 2002 shall apply to this easement.
6. Nothing herein contained or implied shall abrogate limit restrict or abridge any of the rights powers and remedies vested in the Grantee at law or by statute.
7. The Grantee is under no compulsion to exercise the Right of Way Easement hereby created.
8. The Grantee may at will discontinue from time to time the use of the rights contained herein and at will recommence the use of the same.
9. The Grantor will at its own expense maintain any footpath, driveway, paving or other improvements located on the easement land to the satisfaction of the Grantee.

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Form L

Annexure Schedule

Page 4 of 5 Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Rights, Powers, Terms, Covenants & Conditions – continued

10. The Grantor will not at any time hereafter do or permit to be done any act or allow any omission which will in any way whatsoever interfere with the enjoyment of the Grantee of the rights and privileges vested in or conferred on the Grantee by the easements hereinbefore recited.

11. The Grantor shall indemnify and keep indemnified the Grantee in respect of any liability to any third party as a result of the Grantor’s failure to maintain the easement land or its failure to keep the easement land clear of parked vehicles or other impediment.

RMA SUB 6003 9477 CCT 90080456

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Form 46

ANNEXURE SCHEDULE - CONSENT FORM¹

(Regulation 6 Land Transfer Regulations 2018)

Person giving consent

Surname must be underlined

Capacity and Interest of Person giving consent

eg. Mortgagee under Mortgage no.)

Loan Investment Trustees Limited (previously known as SCFL Nominees Limited) SCFL NOMINEES LIMITED	Mortgagee under and by virtue of Mortgage No. 11248310.4
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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 creation of the within easement

Dated this 16th day of December 2019

Attestation

 authorised  Authorized signature	Signed in my presence by the Person giving consent <hr/> Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Occupation Address
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¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.