



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **204679**  
**Land Registration District** **South Auckland**  
**Date Issued** 08 June 2007

**Prior References**  
SA52D/710

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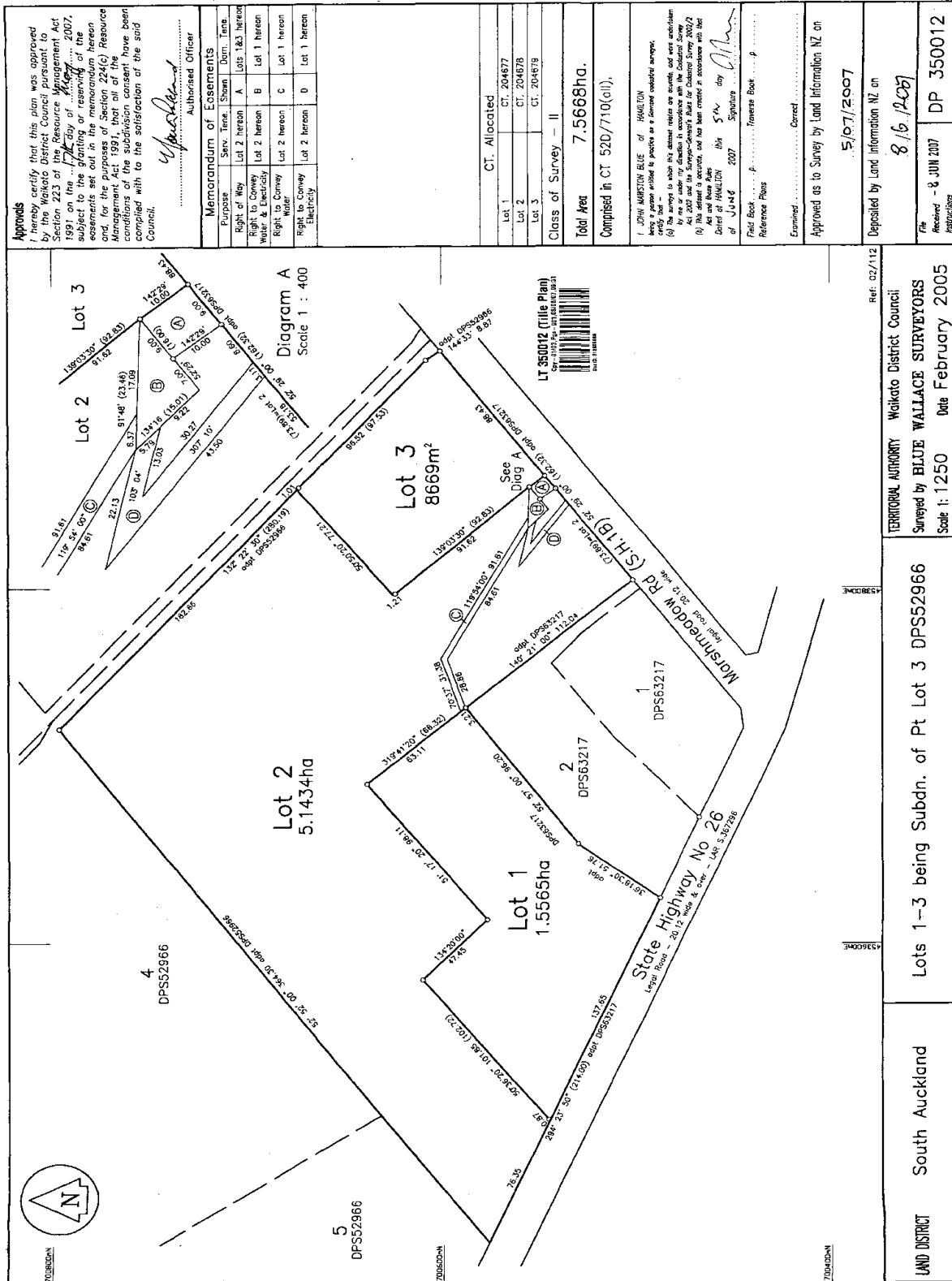
**Estate** Fee Simple  
**Area** 8669 square metres more or less  
**Legal Description** Lot 3 Deposited Plan 350012

**Registered Owners**  
Maurice Allen James Taylor

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**Interests**

Subject to Section 8 Atomic Energy Act 1945  
Subject to Section 3 Petroleum Act 1937  
Subject to Section 3 Geothermal Energy Act 1953  
Subject to Sections 5 and 261 Coal Mines Act 1979  
Subject to Sections 6 and 8 Mining Act 1971  
Appurtenant hereto is a right of way created by Easement Instrument 7409269.2 - 8.6.2007 at 9:00 am  
The easements created by Easement Instrument 7409269.2 are subject to Section 243 (a) Resource Management Act 1991  
Land Covenant in Easement Instrument 7409269.2 - 8.6.2007 at 9:00 am



**Approvals**  
I hereby certify that this plan was approved by the Waikato District Council pursuant to Section 223 of the Resource Management Act 1991 on the 17th day of July 2007. Subject to the provisions of Section 224 of the Resource Management Act 1991, that all of the conditions of the subdivision consent have been complied with to the satisfaction of the said Council.

*[Signature]*  
Authorized Officer

Memorandum of Easements	
Purpose	Serv. Tenre. / Sham / Dom. Tenre.
Right of Way	Lot 2 hereon A Lots 1 & 3 hereon
Right to Convey Water & Electricity	Lot 2 hereon B Lot 1 hereon
Right to Convey Water & Electricity	Lot 2 hereon C Lot 1 hereon
Right to Convey Electricity	Lot 2 hereon D Lot 1 hereon

Lot 1	CT. 204677
Lot 2	CT. 204678
Lot 3	CT. 204679
Class of Survey - II	
Total Area	7.5668ha.
Comprised in CT 520/710(oi).	

I JOHN MARSHON BLUE of HAMILTON being a person entitled to practice as a licensed cadastral surveyor, do hereby certify that this plan was prepared by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002/2 and that the survey is correct and has been created in accordance with the Act and these Rules.

Dated at HAMILTON this 5th day of July 2007  
Signature *[Signature]*  
Field Book *[Blank]* Transverse Book *[Blank]*  
Reference Plans *[Blank]*  
Examined *[Blank]* Correct *[Blank]*

Approved as to Survey by Land Information NZ on 5/07/2007  
Deposited by Land Information NZ on 8/6/2007  
File Received - 8 JUN 2007 DP 350012  
Instructions

Ref: 02/112  
TERRITORIAL AUTHORITY Waikato District Council  
Surveyed by BLUE WALLACE SURVEYORS  
Scale 1:1250 Date February 2005  
Lots 1-3 being Subdn. of Pt Lot 3 DPSS2966  
LAND DISTRICT South Auckland

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

Land registration district

**SOUTH AUCKLAND**



**EI 7409269.2 Easement I**

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Grantor

Surname(s) mu.

**Claire Lesley JENKINSON-JOHN'S as to a half share and Claire Lesley JENKINSON-JOHN'S and Peter McLean MARTYN as to a half share as Executors**

Grantee

Surname(s) must be underlined or in CAPITALS.

**Claire Lesley JENKINSON-JOHN'S as to a half share and Claire Lesley JENKINSON-JOHN'S and Peter McLean MARTYN as to a half share as Executors**

**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 15<sup>th</sup> day of May 2007

**Attestation**

	<b>Signed in my presence by the Grantor</b>
	<u>D P Blue</u> Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	<b>Witness name</b>
Signature [common seal] of Grantor	<b>Occupation</b> DIANNE PATRICIA BLUE
	<b>Address</b> SOLICITOR HAMILTON

	<b>Signed in my presence by the Grantee</b>
	<u>D P Blue</u> Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	<b>Witness name</b> DIANNE PATRICIA BLUE
Signature [common seal] of Grantee	<b>Occupation</b> SOLICITOR
	<b>Address</b> HAMILTON

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

[Solicitor for] the Grantee

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

**Annexure Schedule 1**



Easement instrument

Dated

15/5/07

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**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)
<b>Right of Way</b>	"A" DP 350012	Lot 2 CT 204678	Lot 1 CT 204677 Lot 3 CT 204679
<b>Right to Convey Water and Electricity</b>	"B" DP 350012	Lot 2 CT 204678	Lot 1 CT 204677
<b>Right to Convey Water</b>	"C" DP 350012	Lot 2 CT 204678	Lot 1 CT 204677
<b>Right to Convey Electricity</b>	"D" DP 350012	Lot 2 CT 204678	Lot 1 CT 204677
<b>Land Covenants</b>	N/A	Lot 2 CT 204678 Lot 3 CT 204679 together referred to as the LAND	Lot 1 CT 204677 Lot 2 CT 204678 Lot 3 CT 204679

**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 Instrument

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(Continue in additional Annexure Schedule, if required.)

**ANNEXURE SCHEDULE 2**

Easement, rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are varied and added to by the following provisions:

1. Any maintenance repair or replacement of any easement facility that is necessary because of any act or omission by any user of the easement facility being either or all the owners of the dominant and servient land (which includes any of their agents, employees, contractors, sub-contractors or invitees) must be carried out promptly by that user at the sole costs of that user or in such proportion as relates to the act or omission.
2. Where there is a conflict between the provisions of the Fourth Schedule Land Transfer Regulations 2002 and the Ninth Schedule Property Law Act 1952 the provisions of the Ninth Schedule Property Law Act 1952 will prevail.
3. 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 will prevail.

Land Covenants

1. The owner of that part of the LAND being Lot 3 DP 350012, CT 204679, will:
  - (a) Not source water by means of a well or bore.
2. The owners of that part of the LAND being Lot 2 DP 350012, CT 204678 and Lot 3 DP 350012, CT 204679, will:
  - (a) Not erect, construct or place on the LAND nor allow to be erected, constructed or placed on the LAND any dwelling house that is not a new residential dwelling house and used as a residential dwelling.
  - (b) Ensure that the construction and appearance of the dwelling house and associated buildings will blend in with the adjacent rural environment and enhance the value of Lot 1 DP 350012, CT 204677. The owner of Lot 1 DP 350012, CT 204677 will approve any plans prior to building consent being obtained from the Local Authority.
  - (c) Ensure the surrounds of the dwelling house are maintained so that they equate to or enhance the value of Lot 1 DP 350012, CT 204677.
  - (d) Not use or permit the LAND to be used for any purpose:
    - (i) That involves a noisome recreational activity including motorbike recreation; or
    - (ii) That involves noisy or odoriferous animal husbandry practices, including husbandry of pigs, roosters, cats or dogs; or
    - (iii) That involves the dwelling being used for institutional residential purposes or as a hostel, lodge, homestay or boarding house

unless that use is first approved in writing by the owner of Lot 1 DP 350012, CT 204677.
  - (e) Install an advance waste water treatment system.

**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 signatures and initials]*

**Annexure Schedule**



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

Easement Instrument

Dated

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(Continue in additional Annexure Schedule, if required.)

**ANNEXURE SCHEDULE 2**

Acknowledging that the value of the Dominant tenements will be affected by the failure to comply with the covenants contained in the preceding clauses, the owners of each of the Servient Tenements (each being referred to as the "Owners") severally covenant with the owners of the Dominant Tenements and his, her or their executors, administrations and assigns that should the Owners or either one of them fail to comply with the covenants contained herein then the defaulting Owners will:

- (a) on receipt of written notification from the owner of the Dominant Tenement or that owner's solicitor rectify the default within one month of receipt of notification; AND
- (b) if not rectified within one month of receipt of written notification, pay to the owner of the Dominant Tenement as liquidated damages the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) or a sum equal to 25 per centum of the government registered value of the property, whichever sum is the larger immediately upon receipt of a written demand for payment from the owner of the Dominant Tenement or that owner's solicitor and pay all reasonable legal costs and other expenses incurred by the owner of the Dominant Tenement.

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.

**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

I, **Ida Lina Malo**, Quality Assurance Officer, of Auckland, New Zealand,  
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland

DATED: 14 May 2007

  
\_\_\_\_\_  
Ida Lina Malo

Approved by Registrar-General of Land under No. 2002/5032

**Annexure Schedule**



Insert type of instrument

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

Easement Instrument

Dated

[Empty box for date]

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(Continue in additional Annexure Schedule, if required.)

Bank of New Zealand as mortgagee under mortgage B337202.3 hereby consents to:

1. The deposit of Plan 350012.
2. The creation of the covenants and easements set out in the attached Easement Instrument.

The above consents are without prejudice to the rights of the mortgagee under the mortgage.

Dated this 14<sup>th</sup> day of May 2007

Signed by Bank of New Zealand  
By its attorney in the presence of

Ida Lina Malo

Signature of witness:

Name of witness:

Andrea Lincoln

Occupation:

Bank Officer  
Auckland

Address:

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.