

View Instrument Details



Instrument No 8770767.2
Status Registered
Date & Time Lodged 29 June 2011 17:00
Lodged By Smith, Julian Christopher
Instrument Type Easement Instrument



Affected Computer Registers **Land District**
NA89C/580 North Auckland

Annexure Schedule: Contains 2 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 ☒

Signature

Signed by David Rooke as Grantor Representative on 29/06/2011 10:51 AM

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 Julian Christopher Smith as Grantee Representative on 07/06/2011 12:04 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****Land registration district**

North Auckland

Grantor*Surname(s) must be underlined.*Cornelis Pieter Van Der Groen**Grantee***Surname(s) must be underlined.*

Transpower New Zealand Limited

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(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Electricity and Telecommunications Easement	A on DP 426013	NA89C/580	In gross
Electricity and Telecommunications Easement	B on DP 442590	NA89C/580	In gross

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 Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~varied/negated/added to~~ or substituted by:

Memorandum number 2007/4235, registered under section 155A of the Land Transfer Act 1952.

The provisions set out in the 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 2.~~

Annexure Schedule**Insert type of instrument**

Easement

Dated

Page

1

of

Pages

*Continue in additional Annexure Schedule, if required.***Continuation of "Easement rights and powers"**

Memorandum number 2007/4235 is varied for the purposes of the easement created by this instrument as follows:

- 1 Clause 7 is replaced with the following:

"7 Indemnity and Liability

- 7.1 The Grantee indemnifies the Grantor against any physical damage to the Land or anything located on the Land (other than damage resulting from or caused by interruptions to the supply of electricity or variations in the quality of electricity) and any damage to a third party for which a claim is successfully brought against the Grantor where that damage is caused by any act or omission of the Grantee in breach of this Easement Instrument or any negligent act or omission of the Grantee.
- 7.2 The Grantor indemnifies the Grantee against any physical damage to the Works or Equipment and any other property of the Grantee and any damage to a third party for which a claim is successfully brought against the Grantee where that damage is caused by any act or omission of the Grantor undertaken wilfully or with wilful disregard and in breach of this Easement Instrument or any negligent act or omission of the Grantor.
- 7.3 The maximum amount payable by the Grantor to the Grantee in respect of any liability associated with this Easement Instrument arising:
- (a) under clause 7.2;
 - (b) for breach of any provision of this Easement Instrument; or
 - (c) otherwise at law;
- is, in the absence of any wilful or deliberate acts or omissions of the Grantor, limited to an aggregate of \$1,000,000 per event or series of related events ("Limitation Amount"), provided that the Limitation Amount will be adjusted annually in accordance with movement in the Consumer Price Index (All Groups) or any replacement comparable index from the date of this Easement Instrument."

- 2 The following is inserted as clause 16:

"16 Telecommunications

- 16.1 The Grantee will use the telecommunications facility forming part of the Works solely for the purposes of the Grantee's communications, being the supervision, monitoring and control of the Grantee's electricity system (including protection systems) and for the Grantee's internal communications links only."

Approved by the District Land Registrar, South Auckland No. 351560
Approved by the District Land Registrar, North Auckland, No. 4380/81
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

CW7035.5EC

EASEMENT CERTIFICATE

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

I/We ADAMS FARMS (PAPARIMU) LIMITED a duly incorporated company having its registered office at Pukekohe

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the day of 1932 under No. 151083 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 151083

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right-of-Way,) Telephone and) Electricity) Supply)	Part Lot 2 DP 77813	F	Lot 1 DP 151083	Part 34A/ 650 and 90A/428
Telephone and) Electricity) Supply)	Part Lot 2 DP 77813	C	Lot 1 DP 151083	Part 34A/ 850 and 90A/428

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

Insofar as the Right-of-Way is concerned those set out in the Seventh Schedule to the Land Transfer Act 1952 and in the Ninth Schedule of the Property Law Act 1952.

2. In respect of the Telephone and Electricity Supply Easements to permit the Grantee from time to time and at all times to convey electricity and electrical impulses and telephonic sounds over those parts of the servient tenement marked respectively "F" and "C" which may be conveyed by means of electricity wires and cables properly buried or overhead as the case might require in accordance with the requirements of the local or national authorities having jurisdiction in the supply of electricity and telecommunications and in respect of each such aforesaid easement there shall be conferred upon the Grantee the same rights of entry repair maintenance renewal and otherwise as are conferred on grantees by paragraph 5(c) of the Seventh Schedule of the Land Transfer Act 1952 as if the said electrical and telephonic works were "pipeline".

It is hereby certified that the said Mortgage(s)/Instrument(s)/Debensure(s) has/have become vested in Rural Banking and Finance Corporation of New Zealand Limited by virtue of the provisions of the Rural Banking and Finance Corporation of New Zealand Act 1985.

It is hereby further certified that the said Rural Banking and Finance Corporation of New Zealand Limited has changed its name to The Rural Bank Limited as evidenced by No. C236182.1 (Auckland Registry)

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, SUSAN YEREX of Pukekohe in New Zealand, ACTING BRANCH MANAGER
HEREBY CERTIFY:

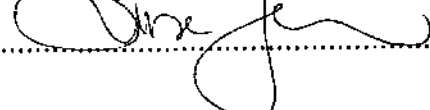
1. THAT by Deed dated the 13th day of October 1989 copies of which are deposited in the Land Transfer Offices at:

Auckland	as No.	CO56526.1F
Blenheim	as No.	149027
Christchurch	as No.	835092.1
Dunedin	as No.	740456
Gisborne	as No.	G 176546.1
Hamilton	as No.	H 910602
Hokitika	as No.	083778
Invercargill	as No.	167718.1
Napier	as No.	517938.1
Nelson	as No.	292639
New Plymouth	as No.	365386
Wellington	as No.	B 039320

The Rural Bank Limited (formerly Rural Banking and Finance Corporation of New Zealand Limited as is evidenced by No. C236182.1 (Auckland Registry) an incorporated company having its registered office at Wellington (hereinafter called " the Bank ") appointed me it's Attorney with the powers and authorities specified in the said Deed.

2. THAT at the date hereof, I am ACTING BRANCH MANAGER of the Bank.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the Bank or otherwise.

SIGNED at Pukekohe

this 10th day of August)
19 92) 

PERMANENT NOMINEES LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTO.

We Sallyan Elizabeth Nagel Manager/Mortgages & Lending
and Sylvera Mary McDonald Mortgage & Lending Officer

both of Wellington, New Zealand hereby certify:

1. That by Deed dated 7 June 1991, copies of which are deposited in the following Land Transfer Registries having the registration numbers shown:

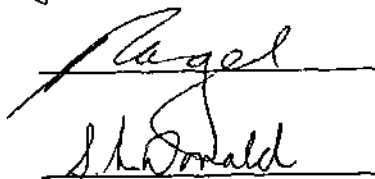

North Auckland	C275607.1	Marlborough	160133
South Auckland	B027658	Nelson	311812
Taranaki	383442	Canterbury	944445.1
Poverty Bay	184791	Westland	089960
Hawkes Bay	562337.1	Otago	784483
Wellington	B166778.1	Southland	192535-1

we were appointed attorneys of Permanent Nominees Limited, a duly incorporated company having its registered office at Wellington, New Zealand on the terms and subject to the conditions set out in the said Deed.

2. That at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Permanent Nominees Limited or otherwise.
3. That the accompanying document or instrument executed by us as attorneys pursuant to that appointment is of the type described in the Second Schedule to the said Deed.

SIGNED at Wellington on 28th July
19 92



2.A Terms, conditions, covenants, or restrictions in respect of any of the above easements:

In respect of all the said easements the terms conditions covenants or restrictions shall be those set out in the Seventh Schedule to the Land Transfer Act 1952 and (where appropriate) the Ninth Schedule to the Property Law Act 1952.

Dated this 18th day of July 1992
THE COMMON SEAL of
~~Signed by the above named~~
ADAMS FARMS (PAPARIMU) LIMITED
was hereunto affixed

in the presence of

Witness

Occupation

Address

THE RURAL BANK LIMITED as mortgagee under and by virtue of Mortgage B50732.1
HEREBY CONSENT to the terms of the within easement certificate but without
prejudice to its rights under the said mortgage.

SIGNED by THE RURAL BANK LIMITED by its
attorney in the presence of:

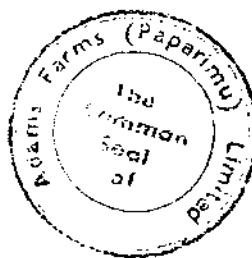
WITNESS:

OCCUPATION:

ADDRESS:

BANK OFFICER

PUKEKOHIE



A handwritten signature in black ink, appearing to read "K. Sme".

EASEMENT CERTIFICATE

(IMPORTANT): Registration of this certificate does not of itself create any of the easements specified herein.

Correct for the purposes of the
Land Transfer Act

[Signature]
Solicitor for the registered proprietor

PERMANENT NOMINEES LIMITED as mortgagees under and by virtue of memorandum of mortgage no. 8981364.4 HEREBY CONSENT to the terms of the within Easement Certificate but without prejudice to its rights under the said mortgage.

DATED this 28th day of July 1992

Signed for and on behalf of

PERMANENT NOMINEES LIMITED

PERMANENT NOMINEES LIMITED

by its Attorneys:

by its Attorneys:

Sallyan Elizabeth Nagel Manager/Mortgages & Lending

Silvera Mary McDonald Mortgage & Lending Officer

in the presence of:

[Signature]
Solicitor
Wellington

The within easements when created will be subject to Section 309(1)(a) local Government Act 1974

ALR

KING GERRARD
SOLICITORS
PUKEKOHE





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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **369962**
Land Registration District **North Auckland**
Date Issued 26 July 2007

Prior References

283215 NA100D/717

Estate Fee Simple
Area 21.2808 hectares more or less
Legal Description Lot 1 Deposited Plan 166299 and Lot 8
Deposited Plan 369781

Registered Owners

Rakesh Rajesh Jattan and Bhavia Jattan

Interests

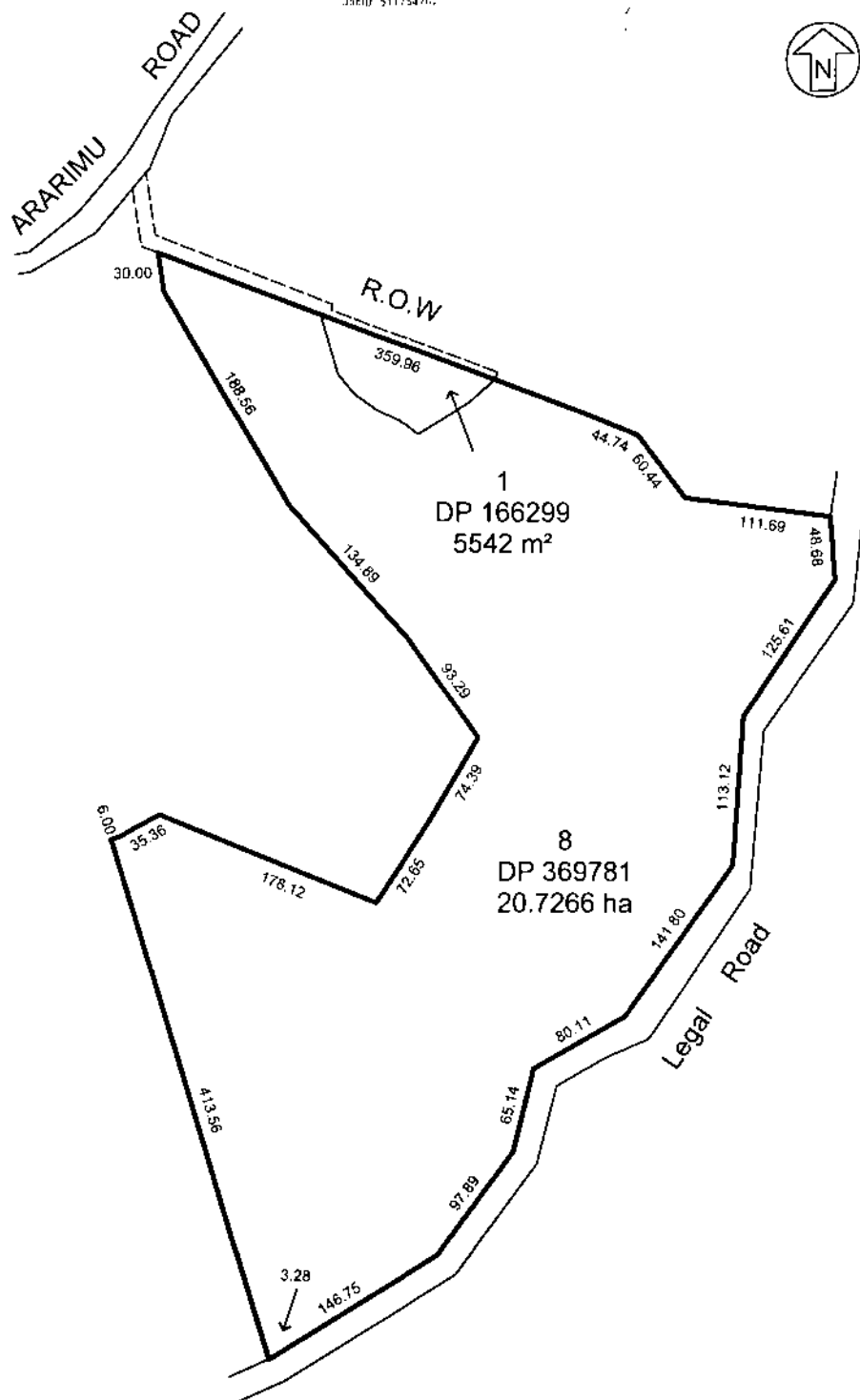
Appurtenant hereto is a right of way specified in Easement Certificate C071557.3 - 2.11.1989 at 1:45 pm
The easement specified in Easement Certificate C071557.3 is subject to Section 309 (1) (a) Local Government Act 1974
Appurtenant hereto is a right of way specified in Easement Certificate C149964.5 - 12.6.1990 at 10.25 am
The easement specified in Easement Certificate C149964.5 is subject to Section 309 (1) (a) Local Government Act 1974
D529382.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 (affects Lot 1 DP 166299) -
3.8.2000 at 1.46 pm
Appurtenant to Lot 1 DP 166299 is a right of way and rights to convey electricity and telecommunications specified in
Easement Certificate D529382.5 - 3.8.2000 at 1.46 pm
Appurtenant to Lot 1 DP 166299 is a right of way and rights to convey electricity and telecommunications created by
Transfer D529382.6 - 3.8.2000 at 1.46 pm
D536320.1 Variation of the easements specified in Easement Certificates C071557.3 and C149964.5 and Transfer
D529382.6 - 29.8.2000 at 1.42 pm
Subject to Section 241(2) Resource Management Act 1991 (affects DP 356374)
Appurtenant hereto is a right to convey electricity and water created by Easement Instrument 12003577.1 - 4.5.2021 at
11:24 am

Title Diagram CT 369962

Cpy - 01/01.Pgs 001.14/08/02.08 18



Dated 5/11/24/02



Total area: 21.2808 ha



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **NA89C/580**
Land Registration District **North Auckland**
Date Issued 25 September 1992

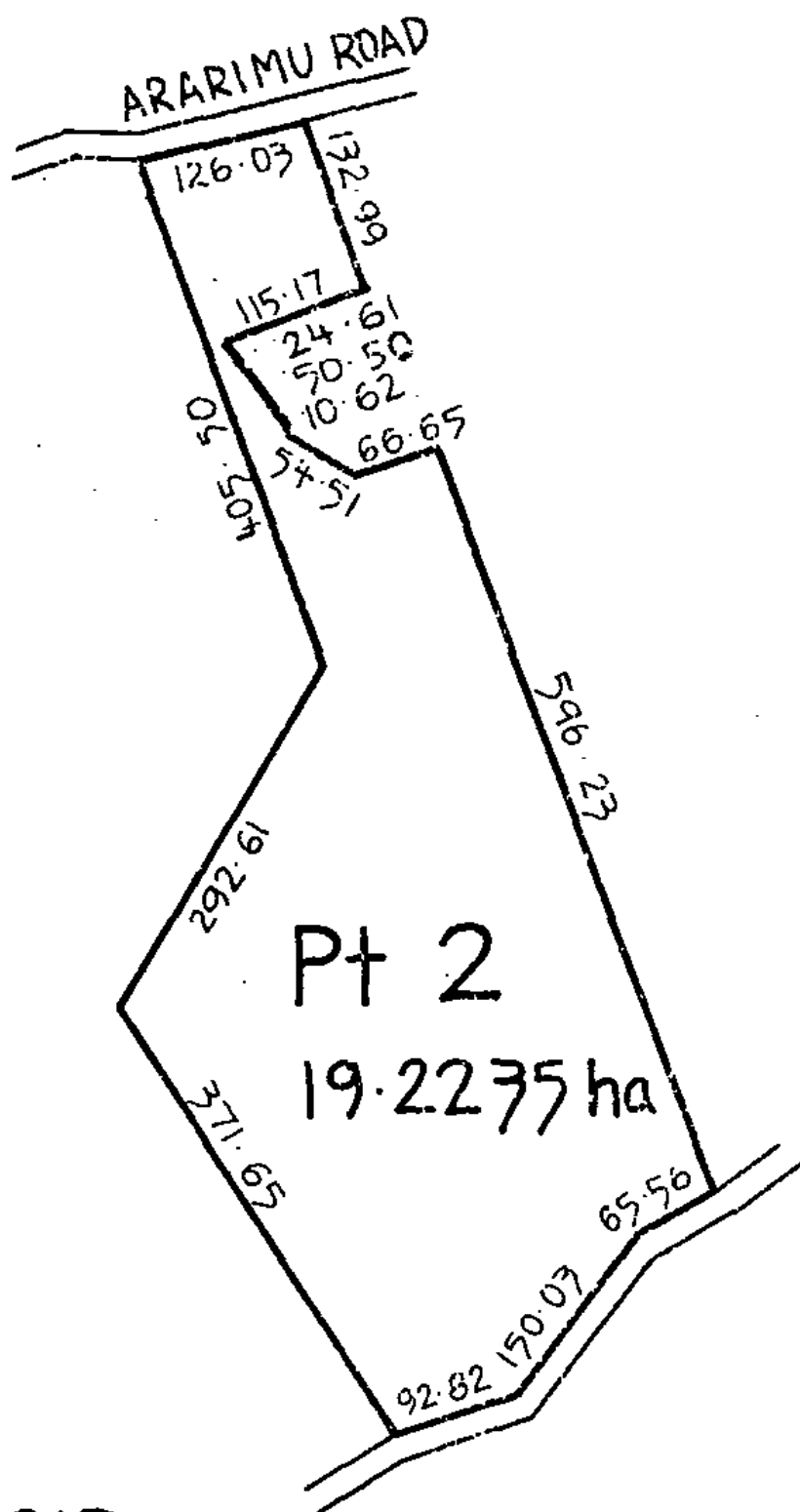
Prior References
NA34A/650

Estate Fee Simple
Area 19.2235 hectares more or less
Legal Description Part Lot 2 Deposited Plan 77813
Registered Owners
SAL Land Limited

Interests

Subject to a right of way, and telephone and electricity supply rights over part marked F, and telephone and electricity supply rights over part marked C on DP 151083 specified in Easement Certificate C417035.5 - 25.9.1992 at 2.46 pm
The easements specified in Easement Certificate C417035.5 are subject to Section 309 (1) (a) Local Government Act 1974
Subject to a right (in gross) to convey electricity and telecommunications over part marked A on DP 426013 and B on DP 442590 in favour of Transpower New Zealand Limited created by Easement Instrument 8770767.2 - 29.6.2011 at 5:00 pm
12646356.3 Mortgage to ANZ Bank New Zealand Limited - 19.1.2023 at 10:38 am

CLIN DISTRICT



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