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Document, Interest, Instrument: 8644434.3

CoreLogic Reference: 2896513/1

Processed: 06 November 2020

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View Instrument Details

Instrument No 8644434.3
Status Registered
Date & Time Lodged 03 December 2010 14:45
Lodged By Patterson, Nicola Maree
Instrument Type Easement Instrument



Affected Computer Registers	Land District
534476	Taranaki
534477	Taranaki
534478	Taranaki
534479	Taranaki
534480	Taranaki
534481	Taranaki
534482	Taranaki
534483	Taranaki
534484	Taranaki
534485	Taranaki
534486	Taranaki

Annexure Schedule: Contains 3 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 8355679.3 has consented to this transaction and I hold that consent

Signature

Signed by Nicola Maree Patterson as Grantor Representative on 03/12/2010 02:36 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 Nicola Maree Patterson as Grantee Representative on 03/12/2010 02:36 PM

*** End of Report ***

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT A PRENDRE, OR CREATE LAND COVENANT

Grantor

KAITAKE INVESTMENTS LIMITED

Grantee

KAITAKE INVESTMENTS 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</i> or covenant	Shown (plan reference)	Servient Tenement Computer Register	Dominant Tenement Computer Register
Land Covenants	435401	534479	534476 – 534486 inclusive

Annexure Schedule Page 2 of 3 Pages

Easement Instrument to grant easement or profit à prendre, or create land covenant
continued

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert Memorandum number as required

Unless otherwise provided below, the Rights and Powers implied in specified classes of easements are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five to 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]~~

[~~and/or the provisions set out in this Annexure Schedule]~~

Continue in additional Annexure Schedule, if required

Covenant provisions

Delete phrases in [] and insert Memorandum number as 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]~~

[~~and/or the provisions set out in this Annexure Schedule]~~

Continue in additional Annexure Schedule, if required

Annexure Schedule Page 3 of 3 Pages

Easement Instrument to grant easement or *profit à prendre*, or create land covenant
continued

The registered proprietors of the servient tenement for the benefit of the registered proprietor of the dominant tenement shall:

- (i) not erect or permit to be erected a new residential home for a permitted value of less than \$200,000.00 including GST provided that the value of \$200,000.00 including GST shall be increased or decreased in accordance with the CPI (all groups index) the value being calculated by multiplying \$200,000.00 by the index number as at the date of completion of the residential home and dividing the total thereof by the index number as at the date of this agreement.
- (ii) not at any time bring on or permit to be placed on the land any transportable or relocatable house, building or dwelling whatsoever which has previously been located or erected on other land.

If there is any herein breach or non-observance of the covenants, restrictions and requirements set out herein then the registered proprietor that is in breach of the covenants restrictions and requirements shall, upon receipt of written demand by the registered proprietor of any of the dominant tenements not in breach pay to the registered proprietors of any allotment not in breach of the covenants restrictions and requirements the sum of \$200.00 per day for every day that such breach or non-observance or non-compliance continues from and after the date upon which written demand has been made by any of the registered proprietors of the dominant tenement not in breach of the covenants restrictions and requirements.