

View Instrument Details



Instrument No 10193136.1
Status Registered
Date & Time Lodged 17 February 2016 17:11
Lodged By Choi, You Jin
Instrument Type Easement Instrument



Affected Computer Registers	Land District
NA1073/120	North Auckland
NA52/53	North Auckland
NA568/73	North Auckland

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 ☒
- Mortgage 8271054.4 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒
- I certify that the Mortgagee under Mortgage 8271054.5 has consented to this transaction and I hold that consent ☒

Signature

Signed by You Jin Choi as Grantor Representative on 17/02/2016 05:10 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 You Jin Choi as Grantee Representative on 17/02/2016 05:11 PM

*** End of Report ***

Form B

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

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Vista Linda Limited

Grantee

Vista Linda 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) Plan 474637	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Pedestrian Right of Way	A	Lot 26 DP 677 (NA52/53)	Lot 1 DP 30140 (NA1073/120)
	B	Part Lot 11 Sec.3 Deeds Plan T 37 (NA568/73)	

Form B - continued

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]~~ ~~[negated]~~ **[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 require; 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 _____]~~

Form L

Annexure Schedule Page of Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Pedestrian Right of Way

A pedestrian right of way includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times to go over and along the easement facility on foot without any vehicle, machinery or implements

The pedestrian right of way includes:

- (a) the right to repair and maintain the existing pathway, and where necessary alter the state of the land over which the easement is granted.
- (b) the right to have the easement facility kept clear at all times of obstructions (whether caused by deposit of materials or unreasonable impediment) to the use and enjoyment of the easement facility.

The rights and powers set out in Schedule 4 of the Land Transfer Regulations 2002 shall apply to the aforesaid easement.