View Instrument Details

Instrument No	9542293.3
Status	Registered
Date & Time Lodged	07 February 2014 12:23
Lodged By	Wilson, Julie Ruth
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
517272	North Auckland
524294	North Auckland
524295	North Auckland
524296	North Auckland
524297	North Auckland
524298	North Auckland
524299	North Auckland
524300	North Auckland
524301	North Auckland
524302	North Auckland
524303	North Auckland
524304	North Auckland
524305	North Auckland
524306	North Auckland
524307	North Auckland
524308	North Auckland
524309	North Auckland
524310	North Auckland
524311	North Auckland
524312	North Auckland
524313	North Auckland
524314	North Auckland
524315	North Auckland
524316	North Auckland
524317	North Auckland
524318	North Auckland
524319	North Auckland
524320	North Auckland
524321	North Auckland
524322	North Auckland
524323	North Auckland
524324	North Auckland
524325	North Auckland
524326	North Auckland
524327	North Auckland
524328	North Auckland
524329	North Auckland
524330	North Auckland
524331	North Auckland
524332	North Auckland
524333	North Auckland

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Affected Computer Registers	Land District
524334	North Auckland
524335	North Auckland
524336	North Auckland
524337	North Auckland
524338	North Auckland
524339	North Auckland
524340	North Auckland
524341	North Auckland
524342	North Auckland
524343	North Auckland
524344	North Auckland
524345	North Auckland
524346	North Auckland
524347	North Auckland
524348	North Auckland
524349	North Auckland
524350	North Auckland
524351	North Auckland
633489	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 ☑

I certify that the Mortgagee under Mortgage 5966146.5 has consented to this transaction and I hold that consent ☑

I certify that the Mortgagee under Mortgage 8728843.3 has consented to this transaction and I hold that consent ☑

I certify that the Mortgagee under Mortgage 8799194.3 has consented to this transaction and I hold that consent ☑

I certify that the Encumbrancee under Encumbrance 8581297.3 has consented to this transaction and I hold that consent ☑

I certify that the Encumbrancee under Encumbrance 8581297.4 has consented to this transaction and I hold that consent ☑

Signature

Signed by Anna Charlotte Southwell as Grantor Representative on 31/01/2014 11:11 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 ☑

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Grantee Certifications

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 Julie Ruth Wilson as Grantee Representative on 07/02/2014 11:24 AM

***** End of Report *****

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

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

MY TRUSTEE LIMITED, DUCK NOMINEES LIMITED, Christine Ann FOOTE, Jonathan Charles FRANKS, Natashya Elizabeth FRANKS and NOVATOR 6 LIMITED

Grantee

CLEARSPAN PROPERTY ASSETS 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; *profit* or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		**Lot 105 DP 404128**	**Areas 1 and 2 on LT 469150**

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] [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]~~

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]~~

1. The Grantor shall not use or permit any person to use any part of the Servient Tenement:

(a) for a telecommunication site or for any telecommunications service or purpose (except for the Grantor's own domestic, person luse); or

(b) for accessing a telecommunication site on any land adjoining or in the vicinity of the Servient Tenement,

without the consent of the Grantee at the Grantee's sole discretion.

2. The terms "telecommunication" and "telecommunications service" shall have the meanings given to those terms in the Telecommunications Act 2001.