

# View Instrument Details



**Instrument No** 9537051.1  
**Status** Registered  
**Date & Time Lodged** 17 December 2013 09:27  
**Lodged By** Sim, Williamena Suan Cheok  
**Instrument Type** Easement Instrument



---

| Affected Computer Registers | Land District  |
|-----------------------------|----------------|
| NA125A/139                  | North Auckland |
| NA14B/176                   | North Auckland |
| NA34A/851                   | North Auckland |
| NA40A/507                   | North Auckland |
| NA40A/508                   | North Auckland |
| NA5C/481                    | North Auckland |
| NA8D/1267                   | North Auckland |
| NA95C/17                    | North Auckland |

---

**Annexure Schedule:** Contains 6 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 Williamena Suan Cheok Sim as Grantor Representative on 17/12/2013 09:24 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 Williamena Suan Cheok Sim as Grantee Representative on 17/12/2013 09:25 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**

THE NATIONAL TRADING COMPANY OF NEW ZEALAND LIMITED

**Grantee**

THE NATIONAL TRADING COMPANY OF 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</i> or covenant | Shown (plan reference) | Servient Tenement (Computer Register)    | Dominant Tenement (Computer Register) or in gross                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------|------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Land Covenant                                                      | Lot 1 DP 77842         | Lot 1 DP 77842 comprised in CT NA34A/851 | <p>Lot 1 DP 83695 comprised in CT NA40A/507</p> <p>Lot 2 DP 83695 comprised in CT NA40A/508</p> <p>Allotment 421 Parish of Mahurangi comprised in CT NA95C/17</p> <p>Part DP 3092 comprised in CT NA5C/481</p> <p>Part DP 3092 comprised in CT NA14B/176</p> <p>Lot 3 Section B Allotment 67 Parish of Mahurangi comprised in CT NA8D/1267</p> <p>Lot 2 DP 196023 comprised in CT NA125A/139</p> |

**~~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 ]

## Annexure Schedule

Page 3 of 6 Pages

2009/5043EF  
APPROVED  
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

## (Covenants)

**1 Covenants**

- 1.1 The Grantor covenants and agrees with the intention to bind itself and future proprietors of the servient tenement for the benefit of the Grantee and future proprietors of the dominant tenement that the Grantor will at all times observe and perform the covenants contained in Schedule 1 to the intent that the covenants will be for the benefit of the dominant tenement described in Schedule 1 and will be forever appurtenant to the dominant tenement.
- 1.2 The Grantor and its successors in title will only be liable for breaches of the covenants which occur while they are registered as proprietors of the servient tenement.

**SCHEDULE 1****2 Restriction on user**

- 2.1 The Grantor will not use, establish or operate or allow the use, establishment or operation of, on the servient tenement:
- 2.1.1 A supermarket, food barn or food warehouse.
- 2.1.2 The wholesale or retail of food, groceries or liquor.
- 2.1.3 An open air market with or without stalls (whether temporary or permanent).
- By way of examples, this includes any retail outlet trading under or having a national branding of Mad Butcher, Fruit World, Nosh, Farro, Baker's Delight and Pandoro.

**3 General provisions**

- 3.1 The covenants contained in clause 2 are for the purposes of the Contracts (Privity) Act 1982 or any amendment or substituted legislation, intended for the benefit of and are to be enforceable by the Grantee, Foodstuffs North Island Limited or a Related Entity.
- 3.2 If the Grantor decides to sell, assign, transfer or otherwise dispose of its interest in the servient tenement (or any part of it), the Grantor shall obtain prior to such sale, transfer or disposition or as a term of such transaction a deed of covenant from the transferee, assignee or disposee to be prepared by, and in a form approved by, the Grantee's solicitors (at the cost of the Grantor) pursuant to which the transferee, assignee or disposee acquiring an interest in the servient tenement covenants in favour of the Grantee to fulfil, observe and perform all the provisions of the Grantor contained in this instrument, including the covenant to procure a like deed from any future transferee, assignee or disposee of the servient tenement.
- 3.3 Each provision of this instrument is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this document in the relevant jurisdiction, but the rest of this instrument will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.
- 3.4 A covenant or agreement on the part of two or more persons binds them jointly and severally.

Annexure Schedule

Page 4 of 6 Pages

2009/5043EF  
APPROVED  
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

3.5 For the purposes of this instrument, **'Related Entity'** means any person, company, trust, partnership, joint venture, incorporated society or other entity which is directly or indirectly owned or controlled by, or owns or controls or associated with or related to the Grantee.

Annexure Schedule

Page 5 of 6 Pages

2009/5043EF  
APPROVED  
Registrar-General of Land

*Insert instrument type*

*Continue in additional Annexure Schedule, if required*

Annexure Schedule

Page 6 of 6 Pages

2009/5043EF  
APPROVED  
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required