

View Instrument Details



Instrument No 11858273.4
Status Registered
Date & Time Lodged 23 November 2020 09:01
Lodged By Bright, Rebecca Lucy
Instrument Type Easement Instrument



Affected Records of Title	Land District
960173	Canterbury
960174	Canterbury
960175	Canterbury
960176	Canterbury
960177	Canterbury
960178	Canterbury
960179	Canterbury
960180	Canterbury
960181	Canterbury
960182	Canterbury
960183	Canterbury
960184	Canterbury
960185	Canterbury
960186	Canterbury
960187	Canterbury
960188	Canterbury
960189	Canterbury
960190	Canterbury
960191	Canterbury
960192	Canterbury
960193	Canterbury
960194	Canterbury

Annexure Schedule Contains 8 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 11765885.2 has consented to this transaction and I hold that consent

Signature

Signed by Sarah Jane Duncraft as Grantor Representative on 12/11/2020 11:15 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 Sarah Jane Duncraft as Grantee Representative on 12/11/2020 11:15 AM

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

UWC Limited

Grantee

UWC Limited

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land 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, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference) DP 553366	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Party wall	AA	Lot 5 DP 553366 (RT 960177)	Lot 4 DP 553366 (RT 960176)
	AB	Lot 4 DP 553366 (RT 960176)	Lot 5 DP 553366 (RT 960177)
	AC	Lot 4 DP 553366 (RT 960176)	Lot 3 DP 553366 (RT 960175)
	AD	Lot 3 DP 553366 (RT 960175)	Lot 4 DP 553366 (RT 960176)
	AE	Lot 3 DP 553366 (RT 960175)	Lot 2 DP 553366 (RT 960174)
	AF	Lot 2 DP 553366 (RT 960174)	Lot 3 DP 553366 (RT 960175)
	AG	Lot 2 DP 553366 (RT 960174)	Lot 1 DP 553366 (RT 960173)
	AH	Lot 1 DP 553366 (RT 960173)	Lot 2 DP 553366 (RT 960174)
	AI	Lot 6 DP 553366 (RT 960178)	Lot 7 DP 553366 (RT 960179)
	AJ	Lot 7 DP 553366 (RT 960179)	Lot 6 DP 553366 (RT 960178)
	AK	Lot 7 DP 553366 (RT 960179)	Lot 8 DP 553366 (RT 960180)
	AL	Lot 8 DP 553366 (RT 960180)	Lot 7 DP 553366 (RT 960179)
	AM	Lot 8 DP 553366 (RT 960180)	Lot 9 DP 553366 (RT 960181)
	AN	Lot 9 DP 553366 (RT 960181)	Lot 8 DP 553366 (RT 960180)
	AO	Lot 9 DP 553366 (RT 960181)	Lot 10 DP 553366 (RT 960182)
	AP	Lot 10 DP 553366 (RT 960182)	Lot 9 DP 553366 (RT 960181)
	AQ	Lot 10 DP 553366 (RT 960182)	Lot 11 DP 553366 (RT 960183)
AR	Lot 11 DP 553366 (RT 960183)	Lot 10 DP 553366 (RT 960182)	

UWC0015 8156743.1

	AS	Lot 11 DP 553366 (RT 960183)	Lot 12 DP 553366 (RT 960184)
	AT	Lot 12 DP 553366 (RT 960184)	Lot 11 DP 553366 (RT 960183)
	AU	Lot 13 DP 553366 (RT 960185)	Lot 14 DP 553366 (RT 960186)
	AV	Lot 14 DP 553366 (RT 960186)	Lot 13 DP 553366 (RT 960185)
	AW	Lot 14 DP 553366 (RT 960186)	Lot 15 DP 553366 (RT 960187)
	AX	Lot 15 DP 553366 (RT 960187)	Lot 14 DP 553366 (RT 960186)
	AY	Lot 15 DP 553366 (RT 960187)	Lot 16 DP 553366 (RT 960188)
	AZ	Lot 16 DP 553366 (RT 960188)	Lot 15 DP 553366 (RT 960187)
	BA	Lot 16 DP 553366 (RT 960188)	Lot 17 DP 553366 (RT 960189)
	BB	Lot 17 DP 553366 (RT 960189)	Lot 16 DP 553366 (RT 960188)
	BC	Lot 17 DP 553366 (RT 960189)	Lot 18 DP 553366 (RT 960190)
	BD	Lot 18 DP 553366 (RT 960190)	Lot 17 DP 553366 (RT 960189)
	BE	Lot 18 DP 553366 (RT 960190)	Lot 19 DP 553366 (RT 960191)
	BF	Lot 19 DP 553366 (RT 960191)	Lot 18 DP 553366 (RT 960190)
	BG	Lot 20 DP 553366 (RT 960192)	Lot 21 DP 553366 (RT 960193)
	BH	Lot 21 DP 553366 (RT 960193)	Lot 20 DP 553366 (RT 960192)
	BI	Lot 21 DP 553366 (RT 960193)	Lot 22 DP 553366 (RT 960194)
	BJ	Lot 22 DP 553366 (RT 960194)	Lot 21 DP 553366 (RT 960193)
Right to drain sewage, water	A	Lot 4 DP 553366 (RT 960176)	Lot 5 DP 553366 (RT 960177)
	B	Lot 3 DP 553366 (RT 960175)	Lots 4 & 5 DP 553366 (RT 960176 & 960177)
	C	Lot 2 DP 553366 (RT 960174)	Lots 3-5 DP 553366 (RT 960175-960177)
	D	Lot 1 DP 553366 (RT 960173)	Lots 2-5 DP 553366 (RT 960174-960177)
	E	Lot 6 DP 553366 (RT 960178)	Lots 1-5 DP 553366 (RT 960173-960177)
	F	Lot 7 DP 553366 (RT 960179)	Lots 1-6 DP 553366 (RT 960173-960178)
	G	Lot 8 DP 553366 (RT 960180)	Lots 1-7 DP 553366 (RT 960173-960179)
	H	Lot 9 DP 553366 (RT 960181)	Lots 1-8 DP 553366 (RT 960173-960180)
	I	Lot 10 DP 553366 (RT 960182)	Lots 1-9 DP 553366 (RT 960173-960181)
	J	Lot 11 DP 553366 (RT 960183)	Lots 1-10 DP 553366 (RT 960173-960182)

	K	Lot 12 DP 553366 (RT 960184)	Lots 1-11 DP 553366 (RT 960173-960183)
Right to drain sewage	L	Lot 13 DP 553366 (RT 960185)	Lots 1-12 DP 553366 (RT 960173-960184)
	M	Lot 14 DP 553366 (RT 960186)	Lots 1-13 DP 553366 (RT 960173-960185)
	N	Lot 15 DP 553366 (RT 960187)	Lots 1-14 DP 553366 (RT 960173-960186)
	O	Lot 16 DP 553366 (RT 960188)	Lots 1-15 DP 553366 (RT 960173-960187)
	P	Lot 17 DP 553366 (RT 960189)	Lots 1-16 DP 553366 (RT 960173-960188)
	Q	Lot 18 DP 553366 (RT 960190)	Lots 1-17 DP 553366 (RT 960173-960189)
	R	Lot 19 DP 553366 (RT 960191)	Lots 1-18 DP 553366 (RT 960173-960190)
	Right to parking	U, V, W, X, WA, WB, XA & XB	Lot 23 DP 553366 (RT 960173- 960194)
CB		Lot 12 DP 553366 (RT 960184)	Lots 1-11 & 13-22 DP 553366 (RT 960173-960183 & 960185-960194)
CC		Lot 13 DP 553366 (RT 960185)	Lots 1-12 & 14-22 DP 553366 (RT 960173-960184 & 960186-960194)
Right to drain sewage, water	U, V, W & X	Lot 23 DP 553366 (RT 960173- 960194)	Lots 1-22 DP 553366 (RT 960173-960194)
	CA	Lot 6 DP 553366 (RT 960178)	Lots 1-5 & 7-22 DP 553366 (RT 960173-960177 & 960179-960194)
	CB	Lot 12 DP 553366 (RT 960184)	Lots 1-11 & 13-22 DP 553366 (RT 960173-960183 & 960185-960194)
	CC	Lot 13 DP 553366 (RT 960185)	Lots 1-12 & 14-22 DP 553366 (RT 960173-960184 & 960186-960194)
	CD	Lot 19 DP 553366 (RT 960191)	Lots 1-18 & 20-22 DP 553366 (RT 960173-960190 & 960192-960194)
Right to convey water, electricity, telecommunications	U, V, W & X	Lot 23 DP 553366 (RT 960173- 960194)	Lots 1-22 DP 553366 (RT 960173-960194)
	CA	Lot 6 DP 553366 (RT 960178)	Lots 1-5 & 7-22 DP 553366 (RT 960173-960177 & 960179-960194)
	CB	Lot 12 DP 553366 (RT 960184)	Lots 1-11 & 13-22 DP 553366 (RT 960173-960183 & 960185-960194)

	CC	Lot 13 DP 553366 (RT 960185)	Lots 1-12 & 14-22 DP 553366 (RT 960173-960184 & 960186-960194)
	CD	Lot 19 DP 553366 (RT 960191)	Lots 1-18 & 20-22 DP 553366 (RT 960173-960190 & 960192-960194)
Right to drain water	M	Lot 14 DP 553366 (RT 960186)	Lot 13 DP 553366 (RT 960185)
	N	Lot 15 DP 553366 (RT 960187)	Lots 13 & 14 DP 553366 (RT 960185 & 960186)
	O	Lot 16 DP 553366 (RT 960188)	Lots 13-15 DP 553366 (RT 960185-960187)
	P	Lot 17 DP 553366 (RT 960189)	Lots 13-16 DP 553366 (RT 960185-960188)
	Q	Lot 18 DP 553366 (RT 960190)	Lots 13-17 DP 553366 (RT 960185-960189)
	R	Lot 19 DP 553366 (RT 960191)	Lots 13-18 DP 553366 (RT 960185-960190)
	S	Lot 22 DP 553366 (RT 960194)	Lots 20 & 21 DP 553366 (RT 960192 & 960193)
	T	Lot 21 DP 553366 (RT 960193)	Lot 20 DP 553366 (RT 960192)
Right of way	Y	Lot 23 DP 553366 (RT 960173- 960194)	Lots 1-22 DP 553366 (RT 960173-960194)
	CA	Lot 6 DP 553366 (RT 960178)	Lots 1-5 & 7-22 DP 553366 (RT 960173-960177 & 960179-960194)
	CD	Lot 19 DP 553366 (RT 960191)	Lots 1-18 & 20-22 DP 553366 (RT 960173-960190 & 960192-960194)
Overhanging eave and maintenance	BK	Lot 9 DP 553366 (RT 960181)	Lot 8 DP 553366 (RT 960180)
	BL	Lot 8 DP 553366 (RT 960180)	Lot 9 DP 553366 (RT 960181)
Maintenance	WA & WB	Lot 23 DP 553366 (RT 960173- 960194)	Lot 12 DP 553366 (RT 960184)
	XA & XB	Lot 23 DP 553366 (RT 960173- 960194)	Lot 13 DP 553366 (RT 960185)

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 2018 and/or Schedule 5 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 209 of the Land Transfer Act 2017]~~

[the provisions set out in Annexure Schedule 2]

Annexure Schedule 2

1. Rights and Powers generally

- 1.1 The rights and powers set out in the Fifth Schedule to the Land Transfer Regulations 2018 (**Regulations**) are implied to all easements created by this Easement Instrument, except as those rights and powers are varied or substituted in this Schedule.
- 1.2 Where there is a conflict between the provisions of the Regulations, and the modifications in this Easement Instrument, the modifications must prevail.
- 1.3 In respect of any easement no power is implied for the Grantor to determine the Easement for breach of any provision of this Easement Instrument (whether express or implied) or for any other cause. It is the intention of the parties that each Easement will subsist for all time unless it is surrendered.

2. Fifth Schedule Land Transfer Regulations 2018

- 2.1 The maintenance provisions in the Regulations are modified as follows:
- 2.1.1 The word "*equally*" in clause 11(2) of the Regulations is replaced by "*for a reasonable contribution in proportion to their use*".
- 2.1.2 No registered proprietor shall be liable to contribute towards the cost of any work which is in respect of any easement not used by that registered proprietor, or in respect of which such use has not commenced.

1. Class of Easement

- 1.1 For the purposes of Regulation 21 of the Regulations, the classes of easements in clause 2 of the Regulations are extended by reference to the following additional rights:
- 1.1.1 party wall;
- 1.1.2 a right to parking; and
- 1.1.3 overhanging eave and maintenance.

2. Rights and Powers in respect of party wall

- 2.1 In respect of the party wall, **easement facility** means the wall erected on the easement area and includes any extension of the party wall below the surface of the burdened land, the foundations, construction and structure of the party wall, those parts of the connected building necessarily involved and anything in replacement or substitution.
- 2.2 The following additional provisions shall apply to each party wall easement:
- 2.2.1 The Grantee has the right (in common with the Grantor) to:
- (a) use, encroach on and enjoy the easement area for the purpose of a party wall;
- (b) use and enjoy the support, foundations, construction and enclosure of the structure on the burdened land afforded by the party wall in the land upon which it stands, and any extension of the easement facility below the surface of the easement area; and
- (c) modify the surface of the easement facility on the benefited land within the limits of the easement area provided that any such

modification shall not affect the structural integrity or thermal envelope of the easement facility.

- 2.2.2 The easement facility shall be and shall remain the common property of the Grantor and the Grantee who shall have equal rights to the use, ownership and enjoyment of the easement facility during the term of this easement instrument.
 - 2.2.3 Any party intending to demolish the existing easement facility and build an easement facility in substitution, where such demolition is reasonably required for the purposes of any building which that party is erecting or intending to erect, and for the continued support of all other buildings affected, must give the other party not less than six months' notice in writing of such intention. The party giving notice under this clause shall be solely liable for all costs associated with meeting any requirements of the relevant local authority, demolition of the existing easement facility, removal and dumping of debris, and construction of the easement facility in substitution.
 - 2.2.4 The party giving notice under clause 2.2.3 must immediately make good any damage done to the burdened land or to any buildings, erections, fences or improvements on the burdened land by restoring the surface of the burdened land or the improvements on the burdened land, as the case may be, as nearly as possible to its former condition.
 - 2.2.5 If the easement facility wall needs to be completely rebuilt due to significant damage for which neither party is solely responsible, or for any other reason other than that set out in clause 2.2.3, then the parties shall bear equally the costs referred to in clause 2.2.3 above.
- 2.3 The modification of or construction in substitution for any easement facility already in existence shall be carried out:
- 2.3.1 in accordance with plans and specifications approved in writing by the Grantor and the Grantee (such approval not to be unreasonably withheld) before any work (including any demolition work) is commenced;
 - 2.3.2 using materials and workmanship of no lesser quality than that of the original easement facility;
 - 2.3.3 in accordance with the requirements of law and the local authority having jurisdiction; and
 - 2.3.4 in such manner as to ensure that the easement facility, any building supported by the easement facility, and any property affected shall not be rendered unstable or unsafe or jeopardised in any manner.

3. Rights and Powers in respect of right to parking

- 3.1 In terms of clause 1 of the Regulations, *easement facility* in relation to a right to parking means the surface of the stipulated area in Schedule A of this Easement Instrument and includes:
 - 3.1.1 the right to repair and maintain the easement facility; and
 - 3.1.2 the right to park and stop motor vehicles on the easement facility.

4. Rights and Powers in respect of overhanging eave and maintenance

- 4.1 In respect of overhanging eave:
 - 4.1.1 **Easement facility** means that portion of the roof of the dwelling on the benefitted land that protrudes into the burdened land, including the eave,

attached guttering and downpipes, and other equipment suitable for that purpose, and anything in replacement or substitution.

- 4.1.2 A right to overhang eave includes the right for the grantee to:
- (a) at all times use, encroach on, and enjoy the easement area for the purpose of an overhanging eave; and
 - (b) modify the easement facility within the limit of the easement area.
- 4.1.3 The modification, maintenance and repair of the easement facility shall be carried out:
- (a) in accordance with the requirements of law and the local authority having jurisdiction;
 - (b) in such manner as to ensure that the easement facility, any building supporting the easement facility, and any property affected shall not be rendered unstable or unsafe or jeopardised in any manner.
- 4.1.4 In clause 12(1) of the Regulations, the word “*vehicles*” is deleted.
- 4.2 In respect of maintenance, **easement facility** means the surface of the easement area on the burdened land.
- 4.3 The right of maintenance includes the right for the Grantee to enter on to the burdened land with any contractors’ equipment, tools, materials, ladders and/or scaffolding and remain for a reasonable time to inspect, repair, renew and decorate the building on the benefited land, at the sole cost of the Grantee.
- 4.4 The following provisions shall apply to each right of maintenance easement:
- 4.4.1 The Grantee has the right to enter onto the burdened land by the nearest practical route to access the easement area at any time on giving reasonable notice (except in an emergency) with any contractors’ equipment, tools, scaffolding, ladders, equipment or machinery that is necessary for the purpose of inspecting, repairing, renewing and/or decorating the building on the benefited land, and to remain there for a reasonable period of time for the purposes of carrying out any inspection, repair or restoration work to the Grantee’s property adjoining the easement area.
- 4.4.2 The inspection, repair or restoration work to the Grantee’s property adjoining the easement area shall be carried out:
- (a) in a proper manner;
 - (b) in accordance with the requirements of law in the local authority having jurisdiction;
 - (c) with all reasonable speed; and
 - (d) in such a manner as to cause as little disturbance or nuisance as possible to the Grantor’s property.
- 4.5 The general rights and powers in the Regulations are varied to the extent that there is no right for the Grantee to excavate the surface of the burdened land