

View Instrument Details



Instrument No 12524963.7
Status Registered
Date & Time Lodged 06 September 2022 11:47
Lodged By Logie, Janette
Instrument Type Easement Instrument



Affected Records of Title	Land District
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1034100	Wellington
1034102	Wellington

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 5106500.2 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 9763573.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Roger Gerard Downey as Grantor Representative on 06/09/2022 10:05 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 Roger Gerard Downey as Grantee Representative on 06/09/2022 10:05 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor**David James Fraser and Maria Jane Fraser****Grantee****James Raue****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)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way Right to convey water, electricity, telecommunications and gas Right to drain water and sewage	A on DP 571175	Lot 2 DP 571175 RT 1034100	Lot 4 on DP 571175 RT 1034102

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 as to the right of way are hereby **varied** by:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]

[the provisions set out in Annexure Schedule _____]

Annexure schedule

Page 2 of 2 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

Right of way

(1) Paragraph 11(2) of Schedule 5 of the Land Transfer Regulations 2018 shall be deleted and replaced with the following:

"11.(2) If the grantee (or grantees, if more than 1) and the grantor share the use of the easement facility, each of them shall make reasonable contribution to the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in clause 11(1) of Schedule 5 of the Land Transfer Regulations 2018".

Any maintenance, repair or replacement of any easement facility that is necessary because of any act or omission by any the owner of either the dominant or servient land (which includes any of the agents, employees, contractors, subcontractors or invitees of those owners) must be carried out promptly by that owner at the sole cost of that owner or in such proportion as relates to the act or omission.

Where there is a conflict between the provisions of Schedule 5 to the Land Transfer Regulations 2018 and Schedule 5 to the Property Law Act 2007 and the modifications in this Easement Instrument, the modifications must prevail.

TOGETHER WITH in respect of all the said Easements the rights and powers set out in paragraphs 10 to 14 inclusive of Schedule 5 of the Land Transfer Regulations 2018 (subject to any variation stated above).