

## View Instrument Details

<b>Instrument No</b>	13118390.6
<b>Status</b>	Registered
<b>Lodged By</b>	Cox, Melissa Anne
<b>Date &amp; Time Lodged</b>	10 Oct 2024 16:18
<b>Instrument Type</b>	Easement Instrument

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<b>Affected Records of Title</b>	<b>Land District</b>
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1186698	Canterbury
1186699	Canterbury
1186700	Canterbury
1186701	Canterbury
1186702	Canterbury
1186703	Canterbury
1186704	Canterbury
1186705	Canterbury
1186706	Canterbury
1186707	Canterbury
1186708	Canterbury
1186709	Canterbury
1186710	Canterbury
1186711	Canterbury
1186712	Canterbury
1186713	Canterbury

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<b>Annexure Schedule</b>	Contains 25 Pages
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### 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 12871586.4 has consented to this transaction and I hold that consent

I certify that the Mortgagee under Mortgage 12871586.5 has consented to this transaction and I hold that consent

### Signature

Signed by Peter Anthony Rust as Grantor Representative on 05/11/2024 04:28 PM

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### 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

**Grantee Certifications**

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 Peter Anthony Rust as Grantee Representative on 05/11/2024 04:28 PM

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

**Easement instrument to grant easement or *profit à prendre***  
(Section 109 Land Transfer Act 2017)

**Grantor**

**WOLFBROOK RESIDENTIAL NO21 LIMITED**

**Grantee**

**WOLFBROOK RESIDENTIAL NO21 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 profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	"A", "EO", "EQ" on DP 605118	Lot 17 DP 605118 (RT 1186698– 1186713 inclusive)	Lots 1-16 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"B", "EA" on DP 605118	Lot 3 DP 605118 (RT 1186700)	Lots 1, 2, 4-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"BJ" on DP 605118	Lot 4 DP 605118 (RT 1186701)	Lots 1-3, 5-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"C" on DP 605118	Lot 4 DP 605118 (RT 1186701)	Lots 1-3, 5-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)

Right of Way	"D" on DP 605118	Lot 5 DP 605118 (RT 1186702)	Lots 1-4, 6-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"E" on DP 605118	Lot 6 DP 605118 (RT 1186703)	Lots 1-5, 7-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
Pedestrian Right of Way	"F" on DP 605118	Lot 7 DP 605118 (RT 1186704)	Lots 1-6, 8-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"G" on DP 605118	Lot 8 DP 605118 (RT 1186705)	Lots 1-7, 9-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"H" on DP 605118	Lot 9 DP 605118 (RT 1186706)	Lots 1-8, 10-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"I" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lots 1-9, 11-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"L" on DP 605118	Lot 13 DP 605118 (RT 1186710)	Lots 1-12, 14-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"M", "EH" on DP 605118	Lot 14 DP 605118 (RT 1186711)	Lots 1-13, 15-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"N" on DP 605118	Lot 15 DP 605118 (RT 1186712)	Lots 1-14, 16-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)

Pedestrian Right of Way	"O" on DP 605118	Lot 16 DP 605118 (RT 1186713)	Lots 1-15, 17 inclusive DP605118 (RT 1186698- 1186713 inclusive)
	"P" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lots 11-13 inclusive DP 605118 (RT 1186708- 1186710 inclusive)
	"J" on DP 605118	Lot 11 DP 605118 (RT 1186708)	Lot 10 DP 605118 (RT 1186707)
	"K" on DP 605118	Lot 12 DP 605118 (RT 1186709)	Lots 10-11 inclusive DP 605118 (RT 1186707- 1186708 inclusive)
	"DZ", "EP" on DP 605118	Lot 3 DP 605118 (RT 1186700)	Lots 1-2, 4-17 inclusive (RT 1186698- 1186713 inclusive)
Right to Install Letterbox	"DZ" on DP 605118	Lot 3 DP 605118 (RT 1186700)	Lots 4-16 inclusive DP 605118 (RT 1186701- 1186713 inclusive)
Right to Drain Water Party Wall	"Q" on DP 605118	Lot 1 DP 605118 (RT 1186698)	Lot 2 DP 605118 (RT 1186699)
	"R" on DP 605118	Lot 2 DP 605118 (RT 1186699)	Lot 1 DP 605118 (RT 1186698)
	"S" on DP 605118	Lot 2 DP 605118 (RT 1186699)	Lot 3 DP 605118 (RT 1186700)
	"T" on DP 605118	Lot 3 DP 605118 (RT 1186700)	Lot 2 DP 605118 (RT 1186699)
	"U" on DP 605118	Lot 4 DP 605118 (RT 1186701)	Lot 5 DP 605118 (RT 1186702)
	"V" on DP 605118	Lot 5 DP 605118 (RT 1186702)	Lot 4 DP 605118 (RT 1186701)
	"W" on DP 605118	Lot 5 DP 605118 (RT 1186702)	Lot 6 DP 605118 (RT 1186703)

Right to Drain Water Party Wall	"X" on DP 605118	Lot 6 DP 605118 (RT 1186703)	Lot 5 DP 605118 (RT 1186702)
	"Y" on DP 605118	Lot 7 DP 605118 (RT 1186704)	Lot 8 DP 605118 (RT 1186705)
	"Z" on DP 605118	Lot 8 DP 605118 (RT 1186705)	Lot 7 DP 605118 (RT 1186704)
	"AA" on DP 605118	Lot 8 DP 605118 (RT 1186705)	Lot 9 DP 605118 (RT 1186706)
	"AB" on DP 605118	Lot 9 DP 605118 (RT 1186706)	Lot 8 DP 605118 (RT 1186705)
	"AC" on DP 605118	Lot 9 DP 605118 (RT 1186706)	Lot 10 DP 605118 (RT 1186707)
	"AD" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lot 9 DP 605118 (RT 1186706)
	"AE" on DP 605118	Lot 11 DP 605118 (RT 1186708)	Lot 12 DP 605118 (RT 1186709)
	"AF" on DP 605118	Lot 12 DP 605118 (RT 1186709)	Lot 11 DP 605118 (RT 1186708)
	"AG" on DP 605118	Lot 12 DP 605118 (RT 1186709)	Lot 13 DP 605118 (RT 1186710)
	"AH" on DP 605118	Lot 13 DP 605118 (RT 1186710)	Lot 12 DP 605118 (RT 1186709)
	"AI" on DP 605118	Lot 13 DP 605118 (RT 1186710)	Lot 14 DP 605118 (RT 1186711)
	"AJ" on DP 605118	Lot 14 DP 605118 (RT 1186711)	Lot 13 DP 605118 (RT 1186710)
	"AK" on DP 605118	Lot 14 DP 605118 (RT 1186711)	Lot 15 DP 605118 (RT 1186712)
	"AL" on DP 605118	Lot 15 DP 605118 (RT 1186712)	Lot 14 DP 605118 (RT 1186711)
	"AM" on DP 605118	Lot 15 DP 605118 (RT 1186712)	Lot 16 DP 605118 (RT 1186713)
"AN" on DP 605118	Lot 16 DP 605118 (RT 1186713)	Lot 15 DP 605118 (RT 1186712)	

Right to Drain Sewage	"BD", "BL", "ER", "BM" on DP 605118	Lot 2 DP 605118 (RT 1186699)	Lot 1 DP 605118 (RT 1186698)
	"B", "BE", "BO", "BP", "DZ", "EA", "EG", "EP" on DP 605118	Lot 3 DP 605118 (RT 1186700)	Lots 1-2 inclusive DP 605188 (RT 1186698- 1186699 inclusive)
	"EQ" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lots 1-3 inclusive DP 605118 (RT 1186698- 1186700 inclusive)
	"C" on DP 605118	Lot 4 DP 605118 (RT 1186701)	Lots 1-3 inclusive DP 605118 (RT 1186698- 1186700 inclusive)
	"D" on DP 605118	Lot 5 DP 605118 (RT 1186702)	Lots 1-4 inclusive DP 605118 (RT 1186698- 1186701 inclusive)
	"E" on DP 605118	Lot 6 DP 605118 (RT 1186703)	Lots 1-5 inclusive DP 605118 (RT 1186698- 1186702 inclusive)
	"F" on DP 605118	Lot 7 DP 605118 (RT 1186704)	Lots 4-6 inclusive DP 605118 (RT 1186701- 1186703 inclusive)
	"G" on DP 605118	Lot 8 DP 605118 (RT 1186705)	Lot 7 DP 605118 (RT 1186704)
	"H" on DP 605118	Lot 9 DP 605118 (RT 1186706)	Lot 8 DP 605118 (RT 1186705)
	"I", "P" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lots 11-13 inclusive DP 605118 (RT 1186708- 1186710 inclusive)
	"CM" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lot 11 DP 605118 (RT 1186708)
	"K", "CR", "CS", "EB" on DP 605118	Lot 12 DP 605118 (RT 1186709)	Lot 11 DP 605118 (RT 1186708)
	"L", "CV", "CW", "EC" on DP 605118	Lot 13 DP 605118 (RT 1186710)	Lots 11-12 inclusive DP 605118 (RT 1186708- 1186709 inclusive)

Right to Drain Sewage	"M", "CZ", "DA", "ED", "EH" on DP 605118	Lot 14 DP 605118 (RT 1186711)	Lots 11-13 inclusive DP 605118 (RT 1186708- 1186710 inclusive)
	"N", "DF", "DG", "EE" on DP 605118	Lot 15 DP 605118 (RT 1186712)	Lots 11-14 inclusive DP 605118 (RT 1186708- 1186711 inclusive)
	"O", "DH", "EF" on DP 605118	Lot 16 DP 605118 (RT 1186713)	Lots 11-15 inclusive DP 605118 (RT 1186708- 1186712 inclusive)
	"A", "DT", "DU", "DV", "DW", "DX", "EI", "EJ", "EK", "EL", "EM", "EN" on DP 605118	Lot 17 DP 605118 RT 1186698- 1186713 inclusive)	Lots 1-16 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"DM", "DN", "DO", "DP", "DQ", "DR", "DS" on DP 605118	Lot 17 DP 605118 RT 1186698- 1186713 inclusive)	Lots 11-16 inclusive DP 605118 (RT 1186708- 1186713 inclusive)
	"DK", "DL" on DP 605118	Lot 17 DP 605118 RT 1186698- 1186713 inclusive)	Lots 1-4 inclusive DP 605118 (RT 1186698- 1186701 inclusive)
Right to Drain Water	"AO" on DP 605118	Lot 1 DP 605118 (RT 1186698)	Lots 2-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"AP" on DP 605118	Lot 4 DP 605118 (RT 1186701)	Lots 5-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"AQ" on DP 605118	Lot 5 DP 605118 (RT 1186702)	Lot 4, 6-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"AR" on DP 605118	Lot 6 DP 605118 (RT 1186703)	Lots 7-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"AS" on DP 605118	Lot 7 DP 605118 (RT 1186704)	Lots 8-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)

Right to Drain Water	"AT" on DP 605118	Lot 8 DP 605118 (RT 1186705)	Lots 7, 9-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"AU" on DP 605118	Lot 9 DP 605118 (RT 1186706)	Lots 8, 10-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"AV" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lots 9, 11-17 inclusive DP 605118 (RT1186698- 1186713 inclusive)
	"AW" on DP 605118	Lot 11 DP 605118 (RT 1186708)	Lots 12-16 inclusive DP 605118 (RT 1186709- 1186713 inclusive)
	"AX" on DP 605118	Lot 12 DP 605118 (RT 1186709)	Lots 11, 13-16 inclusive DP 605118 (RT1186708, 1186710-1186713 inclusive)
	"AY" on DP 605118	Lot 13 DP 605118 (RT 1186710)	Lots 12, 14-16 inclusive DP 605118 (RT 1186709, 1186711-1186713 inclusive)
	"AZ" on DP 605118	Lot 14 DP 605118 (RT 1186711)	Lots 13, 15-16 inclusive DP 605118 (RT1186710, 1186712-1186713 inclusive)
	"BA" on DP 605118	Lot 15 DP 605118 (RT 1186712)	Lot 14 DP 605118 (RT 1186711) and Lot 16 DP 605118 (RT1186713)
	"BB" on DP 605118	Lot 16 DP 605118 (RT 1186713)	Lot 15 DP 605118 (RT 1186712)
	"BC" on DP 605118	Lot 1 DP 605118 (RT 1186698)	Lots 2-3 inclusive DP 605118 (RT 1186699- 1186700 inclusive)
"BD" on DP 605118	Lot 2 DP 605118 (RT 1186699)	Lot 3 DP 605118 (RT 1186700) d	

Right to Drain Water	"BF" on DP 605118	Lot 1 DP 605118 (RT 1186698)	Lots 2-10 inclusive, 17 DP 605118 (RT 1186698- 1186713 inclusive)
	"BG" on DP 605118	Lot 2 DP 605118 (RT 1186699)	Lot 1, 3-10 inclusive 17 DP 605118 (RT 1186698- 1186713 inclusive)
	"BH" on DP 605118	Lot 3 DP 605118 (RT 1186700)	Lots 2, 4-10 inclusive 17 DP 605118 (RT 1186668- 1186713 inclusive)
	"BI", "EQ" on DP 605118	Lot 17 DP 605118 RT 1186698- 1186713 inclusive)	Lots 4-10 inclusive DP 605118 (RT 1186701- 1186707 inclusive)
	"A" on DP 605118	Lot 17 DP 605118 RT 1186698- 1186713 inclusive)	Lots 4-10 inclusive DP 605118 (RT 1186701- 1186707 inclusive)
	"B" on DP 605118	Lot 3 DP 605118 (RT 1186700)	Lots 4-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"C" on DP 605118	Lot 4 DP 605118 (RT 1186701)	Lots 5-10 inclusive DP 605118 (RT 1186702- 1186707 inclusive)
	"D" on DP 605118	Lot 5 DP 605118 (RT 1186702)	Lot 4, 6-10 inclusive DP 605118 (RT 1186701, 1186703-1186707 inclusive)
	"E" on DP 605118	Lot 6 DP 605118 (RT 1186703)	Lot 5, 7-10 inclusive DP 605118 (RT 1186702, 1186704-1186707 inclusive)
	"F" on DP 605118	Lot 7 DP 605118 (RT 1186704)	Lots 8-10 inclusive DP 605118 (RT 1186705- 1186707 inclusive)
"G" on DP 605118	Lot 8 DP 605118 (RT 1186705)	Lots 7, 9, 10 DP 605118 (RT 1186704, 1186706, 1186707	

Right to Drain Water	"H" on DP 605118	Lot 9 DP 605118 (RT 1186706)	Lot 8 DP 605118 (RT 1186705) and Lot 10 DP 605118 (RT 1186707)
	"I" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lot 9 DP 605118 (RT 1186706)
	"I", "P", "CM" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lots 11-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"L" on DP 605118	Lot 13 DP 605118 (RT 1186710)	Lots 12-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"M", "EH" on DP 605118	Lot 14 DP 605118 (RT 1186711)	Lots 13, 15-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"N" on DP 605118	Lot 15 DP 605118 (RT 1186712)	Lots 14, 16-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"O" on DP 605118	Lot 16 DP 605118 (RT 1186713)	Lots 15, 17 DP 605118 (RT 1186698- 1186713 inclusive)
	"BK" on DP 605118	Lot 1 DP 605118 (RT 1186698)	Lot 2 DP 605118 (RT 1186699)
	"BL" on DP 605118	Lot 2 DP 605118 (RT 1186699)	Lot 1 DP 605118 (RT 1186698)
	"BM" on DP 605118	Lot 2 DP 605118 (RT 1186699)	Lot 3 DP 605118 (RT 1186700)
	"BN", "BO" on DP 605118	Lot 3 DP 605118 (RT 1186700)	Lot 2 DP 605118 (RT 1186699)
	"BQ", "BR", "BS" on DP 605118	Lot 4 DP 605118 (RT 1186701)	Lot 5 DP 605118 (RT 1186702)
	"BT", "BU" on DP 605118	Lot 5 DP 605118 (RT 1186702)	Lot 4 DP 605118 (RT 1186701)
"BV", "BW" on DP 605118	Lot 5 DP 605118 (RT 1186702)	Lot 6 DP 605118 (RT 1186703)	

Right to Drain Water	"BX", "BY" on DP 605118	Lot 6 DP 605118 (RT 1186703)	Lot 5 DP 605118 (RT 1186702)
	"BZ", "CA" on DP 605118	Lot 7 DP 605118 (RT 1186704)	Lot 8 DP 605118 (RT 1186705)
	"CB", "CD" on DP 605118	Lot 8 DP 605118 (RT 1186705)	Lot 7 DP 605118 (RT 1186704)
	"CE", "CF" on DP 605118	Lot 8 DP 605118 (RT 1186705)	Lot 9 DP 605118 (RT 1186706)
	"CG", "CH" on DP 605118	Lot 9 DP 605118 (RT 1186706)	Lot 8 DP 605118 (RT 1186705)
	"CI", "CJ" on DP 605118	Lot 9 DP 605118 (RT 1186706)	Lot 10 DP 605118 (RT 1186707)
	"CK", "CL" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lot 9 DP 605118 (RT 1186706)
	"J", "CO", "CP" on DP 605118	Lot 11 DP 605118 (RT 1186708)	Lot 12 DP 605118 (RT 1186709)
	"K", "CQ", "CR" on DP 605118	Lot 12 DP 605118 (RT 1186709)	Lot 11 DP 605118 (RT 1186708)
	"K", "CS", "CT" on DP 605118	Lot 12 DP 605118 (RT 1186709)	Lot 13 DP 605118 (RT 1186710)
	"CU", "CV" on DP 605118	Lot 13 DP 605118 (RT 1186710)	Lot 12 DP 605118 (RT 1186709)
	"CW", "CX" on DP 605118	Lot 13 DP 605118 (RT 1186710)	Lot 14 DP 605118 (RT 1186711)
	"CY", "CZ" on DP 605118	Lot 14 DP 605118 (RT 1186711)	Lot 13 DP 605118 (RT 1186710)
	"DA", "DB" on DP 605118	Lot 14 DP 605118 (RT 1186711)	Lot 15 DP 605118 (RT 1186712)
	"DE", "DF" on DP 605118	Lot 15 DP 605118 (RT 1186712)	Lot 14 DP 605118 (RT 1186711)
	"DG" on DP 605118	Lot 15 DP 605118 (RT 1186712)	Lot 16 DP 605118 (RT 1186713)
"DH" on DP 605118	Lot 16 DP 605118 (RT 1186713)	Lot 15 DP 605118 (RT 1186712)	

Right to Drain Water	"DT", "DU", "DV", "DW", "DX", "EN" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lots 7-10 inclusive DP 605118 (RT 1186704- 1186707 inclusive)
Right to Parking	"DI" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lot 1 DP 605118 (RT 1186698)
	"DJ" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lot 2 DP 605118 (RT 1186699)
	"DK" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lot 3 DP 605118 (RT 1186700)
	"DL" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lot 4 DP 605118 (RT 1186701)
	"DM" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lot 5 DP 605118 (RT 1186702)
	"DN" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lot 6 DP 605118 (RT 1186703)
	"DO" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lot 12 DP 605118 (RT 1186709)
	"DP" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lot 13 DP 605118 (RT 1186710)
	"DQ" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lot 14 DP 605118 (RT 1186711)
	"DR" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lot 15 DP 605118 (RT 1186712)

Right to Parking	"DS" on DP 605118	Lot 17 DP 605118 (RT 1186698-1186713 inclusive)	Lot 16 DP 605118 (RT 1186713)
	"DT", "EI" on DP 605118	Lot 17 DP 605118 (RT 1186698-1186713 inclusive)	Lot 11 DP 605118 (RT 1186708)
	"DU", "EJ" on DP 605118	Lot 17 DP 605118 (RT 1186698-1186713 inclusive)	Lot 10 DP 605118 (RT 1186707)
	"DV", "EK" on DP 605118	Lot 17 DP 605118 (RT 1186698-1186713 inclusive)	Lot 9 DP 605118 (RT 1186706)
	"DW", "EL" on DP 605118	Lot 17 DP 605118 (RT 1186698-1186713 inclusive)	Lot 8 DP 605118 (RT 1186705)
	"DX", "EM" on DP 605118	Lot 17 DP 605118 (RT 1186698-1186713 inclusive)	Lot 7 DP 605118 (RT 1186704)
Right to Convey Water	"A", "EO" on DP 605118	Lot 17 DP 605118 (RT 1186698-1186713 inclusive)	Lots 3-16 inclusive DP 605118 (RT 1186700-1186713 inclusive)
	"B", "DZ", "EA", "EP" on DP 605118	Lot 3 DP 605118 (RT 1186700)	Lots 4-17 inclusive DP 605118 (RT 1186698-1186713 inclusive)
	"EQ" on DP 605118	Lot 17 DP 605118 (RT 1186698-1186713 inclusive)	Lots 4-16 inclusive DP 605118 (RT 1186701-1186713 inclusive)
	"C" on DP 605118	Lot 4 DP 605118 (RT 1186701)	Lots 5-17 inclusive DP 605118 (RT 1186698-1186713 inclusive)
	"D" on DP 605118	Lot 5 DP 605118 (RT 1186702)	Lots 6-17 inclusive DP 605118 (RT 1186698-1186713 inclusive)

Right to Convey Water	"E" on DP 605118	Lot 6 DP 605118 (RT 1186703)	Lots 7-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"F" on DP 605118	Lot 7 DP 605118 (RT 1186704)	Lots 8-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"G" on DP 605118	Lot 8 DP 605118 (RT 1186705)	Lots 9-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"H" on DP 605118	Lot 9 DP 605118 (RT 1186706)	Lots 10-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"I", "P" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lots 11-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"K" on DP 605118	Lot 12 DP 605118 (RT 1186709)	Lot 11 DP 605118 (RT 1186708)
	"L" on DP 605118	Lot 13 DP 605118 (RT 1186710)	Lots 11-12 inclusive DP 605118 (RT 1186708- 1186709 inclusive)
	"M", "EH" on DP 605118	Lot 14 DP 605118 (RT 1186711)	Lots 11-16 inclusive DP 605118 (RT 1186708- 1186713 inclusive)
	"N" on DP 605118	Lot 15 DP 605118 (RT 1186712)	Lot 16 DP 605118 (RT 1186713)
Right to Convey Electricity	"DT", "DU", "DV", "DW", "DX", "EN" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lots 7-16 inclusive DP 605118 (RT 1186704- 1186713 inclusive)
	"A", "EO" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lots 1-16 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"B", "EA" on DP 605118	Lot 3 DP 605118 (RT 1186700)	Lots 1-2, 4-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)

Right to Convey Electricity	"BE", "DZ", "EP" on DP 605118	Lot 3 DP 605118 (RT 1186700)	Lots 1-2 inclusive DP 605118 (RT 1186698-1186699 inclusive)
	"BD" on DP 605118	Lot 2 DP 605118 (RT 1186699)	Lot 1 DP 605118 (RT 1186698)
	"EQ" on DP 605118	Lot 17 DP 605118 (RT 1186698-1186713 inclusive)	Lots 3-16 inclusive DP 605118 (RT 1186700-1186713 inclusive)
	"C" on DP 605118	Lot 4 DP 605118 (RT 1186701)	Lots 3, 5-17 inclusive DP 605118 (RT 1186698-1186713 inclusive)
	"D" on DP 605118	Lot 5 DP 605118 (RT 1186702)	Lots 6-17 inclusive DP 605118 (RT 1186698-1186713 inclusive)
	"DI", "DJ" on DP 605118	Lot 17 DP 605118 (RT 1186698-1186713 inclusive)	Lots 1-2 inclusive DP 605118 (RT 1186698-1186699 inclusive)
	"DK", "DL" on DP 605118	Lot 17 DP 605118 (RT 1186698-1186713 inclusive)	Lots 3-4 inclusive DP 605118 (RT 1186700-1186701 inclusive)
	"F" on DP 605118	Lot 7 DP 605118 (RT 1186704)	Lots 5-6, 8-17 inclusive DP 605118 (RT 1186698-1186713 inclusive)
	"E" on DP 605118	Lot 6 DP 605118 (RT 1186703)	Lots 5, 7-17 inclusive DP 605118 (RT 1186698-1186713 inclusive)
	"DT", "DU", "DV", "DW", "DX", "EI", "EJ", "EK", "EL", "EM", "EN" on DP 605118	Lot 17 DP 605118 (RT 1186698-1186713 inclusive)	Lots 5-16 inclusive DP 605118 (RT 1186702-1186713 inclusive)
"H" on DP 605118	Lot 9 DP 605118 (RT 1186706)	Lot 8 DP 605118 (RT 1186705)	

Right to Convey Electricity	"I", "P" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lots 11-13 inclusive DP 605118 (RT 1186708- 1186710 inclusive)
	"M", "CZ", "DA", "ED", "EH" on DP 605118	Lot 14 DP 605118 (RT 1186711)	Lots 11-13, 15-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"L", "CV", "CW", "EC" on DP 605118	Lot 13 DP 605118 (RT 1186710)	Lots 10-12 inclusive DP 605118 (RT 1186707- 1186709 inclusive)
	"K", "CR", "CS", "EB" on DP 605118	Lot 12 DP 605118 (RT 1186709)	Lot 11 DP 605118 (RT 1186708)
	"N", "DF", "DG", "EE" on DP 605118	Lot 15 DP 605118 (RT 1186712)	Lots 13-14, 16-17 inclusive DP 605118 (RT 1186698- 1186713 inclusive)
	"O", "DH", "EF" on DP 605118	Lot 16 DP 605118 (RT 1186713)	Lots 12-15 inclusive, 17 DP 605118 (RT1186698- 1186713 inclusive)
	"DM", "DN", "DO", "DP", "DQ", "DR", "DS" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lots 5-6 inclusive DP 605118 (RT 1186702- 1186703 inclusive) and Lots 12-16 inclusive DP 605118 (RT 1186709- 1186713 inclusive)
Right to Convey Telecommunications	"BC" on DP 605118	Lot 1 DP 605118 (RT 1186698)	Lots 2-16 inclusive DP 605118 (RT 1186699- 1186713 inclusive)
	"BD" on DP 605118	Lot 2 DP 605118 (RT 1186699)	Lots 3-16 inclusive DP 605118 (RT 1186700- 1186713 inclusive)
	"B", "BE", "DZ", "EA", "EG", "EP on DP 605118	Lot 3 DP 605118 (RT 1186700)	Lots 4-16 inclusive DP 605118 (RT 1186701- 1186713 inclusive)
	"A", "EO" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lots 1-16 inclusive DP 605118 (RT 1186698- 1186713 inclusive)

Right to Convey Telecommunications	"EQ" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lots 4-16 inclusive DP 605118 (RT 1186701- 1186713 inclusive)
	"C" on DP 605118	Lot 4 DP 605118 (RT 1186701)	Lots 5-16 inclusive DP 605118 (RT 1186702- 1186713 inclusive)
	"D" on DP 605118	Lot 5 DP 605118 (RT 1186702)	Lots 6-16 inclusive DP 605118 (RT 1186703- 1186713 inclusive)
	"E" on DP 605118	Lot 6 DP 605118 (RT 1186703)	Lots 7-16 inclusive DP 605118 (RT 1186704- 1186713 inclusive)
	"F" on DP 605118	Lot 7 DP 605118 (RT 1186704)	Lots 8-16 inclusive DP 605118 (RT 1186705- 1186713 inclusive)
	"DT", "DU", "DV", "DW", "DX", "EN" on DP 605118	Lot 17 DP 605118 (RT 1186698- 1186713 inclusive)	Lots 7-16 inclusive DP 605118 (RT 1186704- 1186713 inclusive)
	"G" on DP 605118	Lot 8 DP 605118 (RT 1186705)	Lots 9-16 inclusive DP 605118 (RT 1186706- 1186713 inclusive)
	"H" on DP 605118	Lot 9 DP 605118 (RT 1186706)	Lots 10-16 inclusive DP 605118 (RT 1186707- 1186713 inclusive)
	"I" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lots 11-16 inclusive DP 605118 (RT 1186708- 1186713 inclusive)
	"P" on DP 605118	Lot 10 DP 605118 (RT 1186707)	Lots 11-13 inclusive DP 605118 (RT 1186708- 1186710 inclusive)

Right to Convey Telecommunications	"L" on DP 605118	Lot 13 DP 605118 (RT 1186710)	Lots 11-12 inclusive DP 605118 (RT 1186708- 1186709 inclusive) and Lots 14-16 inclusive DP 605118 (RT 1186711- 1186713 inclusive)
	"K" on DP 605118	Lot 12 DP 605118 (RT 1186709)	Lot 11 DP 605118 (RT 1186708)
	"M", "EH" on DP 605118	Lot 14 DP 605118 (RT 1186711)	Lots 10-13 inclusive DP 605118 (RT 1186707- 1186710 inclusive) and Lots 15-16 inclusive DP 605118 (RT 1186712- 1186713 inclusive)
	"N" on DP 605118	Lot 15 DP 605118 (RT 1186712)	Lot 16 DP 605118 (RT 1186713)

**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**] [**negatived**] [**added to**] or [**substituted**] by:

~~[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017]~~

[the provisions set out in Annexure Schedule 1]

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***1. PARTY WALL****1.1 Definitions**

In clauses 1.2 and 1.3 below:

**Party** means the Grantor or the Grantee respectively and parties means both the Grantor and the Grantee.

**Party Wall** means the wall erected, or to be erected, on the boundary line between the Benefited Land and the Burdened Land as set out in Schedule A and in respect of which the parties have the mutual rights and obligations specified in this Easement Instrument. It includes any extension, modification, or addition to the party wall, any new wall erected in substitution for a party wall and all foundations supporting a party wall.

**Party Wall Easement** means an easement of support from and for the Party Wall in favour of the Benefited Land by that portion of the Burdened Land on which the Party Wall is erected.

**1.2 Rights and Powers**

The Grantee shall have the right:

- (a) to use the Party Wall or any part of it as a support for a building erected or to be erected on the Benefited Land, such support to include lateral support under all loading conditions provided by a structure on the Burdened Land either by the existing building on the Burdened Land or by a replacement building or some other supporting structure constructed in accordance with a building consent obtained from the local territorial authority; and
- (b) to encroach upon so much of the Burdened Land as is, or will be, occupied by the Party Wall.

**1.3 Terms and Conditions****(a) Maintenance**

- (i) The parties agree to properly and effectively maintain the Party Wall at all times and to keep the Party Wall in a good and proper state of repair and condition and to renew and reinstate the Party Wall or any portion thereof at any time when necessary; and
- (ii) The parties shall at all reasonable times have the right to enter on the Burdened Land or Benefited Land (as the case may be) for the purpose of inspecting the Party Wall and to do all things which may be reasonably necessary for the repair and maintenance of the Party Wall. When exercising these rights each party shall take all reasonable steps to minimise the interference to the quiet enjoyment of the other party.

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***(b) Work on Party Wall**

All work at any time requiring to be done in respect of the Party Wall shall be done by a competent contractor in accordance with all relevant statutes, bylaws and regulations in force at the time.

**(c) Additions and Alterations**

Neither party shall without the prior written consent of the other party make any addition to the Party Wall or impose any weight upon the Party Wall which is likely to strain or damage the Party Wall or otherwise expose the Party Wall to risk or damage.

**(d) Right to Carry Out Work**

Where either party shall be in breach of their obligations pursuant to this Party Wall Easement or neglect or refuse to join the other party in carrying out any necessary work in respect of the Party Wall, it shall be lawful for the party who is willing to proceed to serve upon the party that is unwilling to proceed a notice in writing specifying the work to be done and requiring the other party to join in with the carrying out of the necessary work. The party serving the notice shall following the expiry of 30 calendar days from the date of service of the notice have the right but not the obligation to carry out the work alone and for that purpose to enter upon any portion of the other tenement necessary to perform and execute the necessary work. The party in default shall pay to the party performing the works one half of the costs and expenses incurred in performing the works together with all costs associated with the preparation and service of the notice.

**(c) Determination**

No power is granted or implied for either party to determine the Party Wall Easement for any breach of covenant (express or implied) or for any cause whatever. The Party Wall Easement shall subsist forever or until duly surrendered.

**2. RIGHT TO CONVEY WATER****Rights and Powers**

2.1 The rights and powers set out in clause 3 of Schedule 5 to the Land Transfer Regulations 2018 apply, subject to the following:

(a) Subject to clause 11.5 below, the easement facility shall be underground.

**3. RIGHT TO DRAIN WATER**

3.1 In respect of all easement areas except for areas:

- Q to Z; and
- AA to AN;

on DP 605118, the following will apply:

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***Rights and Powers**

The rights and powers set out in clause 4 of Schedule 5 to the Land Transfer Regulations 2018 apply, subject to the following:

- (a) The easement facility may include stormwater detention tanks and treatment devices.
- (b) Subject to clause 11.5 below, the easement facility shall be underground.

3.2 In respect of easement areas:

- Q to Z; and
- AA to AN;

on DP 605118, the following will apply:

**Rights and Powers**

The rights and powers set out in clause 4 of Schedule 5 to the Land Transfer Regulations 2018 apply, subject to the following:

- (a) The easement facility is restricted to roofing, flashing, spouting, guttering and gutter traps, pipes, downpipes, and ancillary items for the purposes of collecting and conveying stormwater and rainwater from any roof or building.

**4. RIGHT TO DRAIN SEWAGE****Rights and Powers**

4.1 The rights and powers set out in clause 5 of Schedule 5 to the Land Transfer Regulations 2018 apply, subject to the following:

- (a) Subject to clause 11.5 below, the easement facility shall be underground.

**5. RIGHT OF WAY****Rights and Powers**

5.1 The rights and powers set out in clause 6 of Schedule 5 to the Land Transfer Regulations 2018.

5.2 The rights and powers set out in the Schedule 5 to the Property Law Act 2007.

**6. RIGHT TO CONVEY ELECTRICITY****Rights and Powers**

6.1 The rights and powers as set out in clause 7 of Schedule 5 to the Land Transfer Regulations 2018 apply, subject to the following:

Insert instrument type

**Easement Instrument**

Continue in additional Annexure Schedule, if required

(a) Subject to clause 11.5 below, the easement facility shall be underground.

**7. RIGHT TO CONVEY TELECOMMUNICATIONS**

**Rights and Powers**

7.1 The rights and powers as set out in clause 8 of Schedule 5 to the Land Transfer Regulations 2018 apply, subject to the following:

(a) Subject to clause 11.5 below, the easement facility shall be underground.

**8. PEDESTRIAN RIGHT OF WAY**

**Rights and Powers**

8.1 The rights and powers set out in clause 6 of Schedule 5 to the Land Transfer Regulations 2018 shall apply, subject to the following:

(a) Clause 6(2) of the Land Transfer Regulations 2018 is deleted and replaced with the following:

*“The right to go over and along the easement facility is restricted to pedestrians and pedestrian use only.”*

**9. RIGHT TO PARKING**

**9.1 Definitions**

In this clause 9:

**Car Parking Easement Area** means the areas specified in Schedule A as Right to Parking areas.

**Party** means the Grantor or the Grantee respectively and **parties** means both the Grantor and the Grantee.

**Right to Parking Easement** means an easement to park vehicles on the Car Parking Easement Area in favour of the Benefited Land.

**9.2 Rights and Covenants**

The Grantee has the right:

(a) To go, either with or without vehicles, over and along the Car Parking Easement Area; and

(b) To stop, leave and park vehicles in the Car Parking Easement Area.

9.3 The rights in clause 9.2 will be exercisable at all times.

9.4 The Grantee shall not be entitled to use the Car Parking Easement Area for any purpose other than parking vehicles and for access to and from any vehicle parked in the Car Parking Easement Area.

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required*

9.5 Without limiting the preceding provisions, the Grantor shall not at any time restrict or otherwise impede the use of or access by the Grantee of the Car Parking Easement Area.

9.6 **Maintenance & Work**

(a) Maintenance

The parties agree to properly and effectively maintain the Car Parking Easement Area at all times and to keep the Car Parking Easement Area in a good and proper state of repair and condition and to repair the Car Parking Easement Area or any part thereof at any time when necessary.

(b) Right to Carry Out Work

Where either party shall be in breach of their obligations pursuant to this Right to Parking Easement or neglect or refuse to join the other party in carrying out any necessary work in respect of the Car Parking Easement Area, and provided that such repair and maintenance of the Car Parking Easement Area is not an obligation of the Residents Society or has not already been provided for by the Residents Society, it shall be lawful for the party who is willing to proceed to serve upon the party that is unwilling to proceed a notice in writing specifying the work to be done and requiring the other party to join in with the carrying out of the necessary work. The party serving the notice shall following the expiry of 30 calendar days from the date of service of the notice have the right but not the obligation to carry out the work alone and for that purpose to enter upon any part of the other tenement necessary to perform and execute the necessary work. The party in default shall pay to the party performing the works that party's contribution to the costs and expenses incurred in performing the works together with all costs associated with the preparation and service of the notice.

9.7 **Residents Society Rules**

The above provisions in respect of the Right to Parking Easement are subject to the rules of, and any other requirements or stipulations as specified by, the Residents Society.

10. **RIGHT TO INSTALL LETTERBOXES**

**Right to Install Letterbox Definitions**

10.1 In this clause 10:

**Letterbox Easement Area** means area DZ on DP 605118.

**Letterbox Easement Facility** means the 16 letterboxes installed within the Letterbox Easement Area, one for the benefit and use of each Grantee to the intent that each of Lots 4 to 16 (inclusive) on DP 605118 are permanently serviced by a letterbox located within the Letterbox Easement Area.

**Grantee and Other Authorised Persons** means the Grantee and the agents, contractors, tenants, licensees and invitees of the Grantee.

Insert instrument type

<b>Easement Instrument</b>
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Continue in additional Annexure Schedule, if required

**10.2 Rights and Powers**

- (a) Subject to sub-clause (c) below, the right for the Grantee and Other Authorised Persons, at all reasonable times:
  - (i) to, with or without contractor's equipment and materials, enter onto the Letterbox Easement Area and remain for a reasonable time to maintain, repair or replace that Grantee's letterbox, provided that any maintenance, repair or replacement of that Grantee's letterbox must be on a "like for like" basis;
  - (ii) to receive and collect mail and delivered items from that Grantee's letterbox.
- (b) Without limiting the preceding provisions, the Grantor shall not at any time interfere with, restrict or otherwise impede the reasonable use of the Letterbox Easement Area or Letterbox Easement Facility by the Grantee or Other Authorised Persons for the purposes as set out in sub-clause (a) above.
- (c) Any dispute over the right to stand letterboxes easement must be referred to the Residents Society and determined in accordance with the dispute resolution procedure of the Residents Society's constitution.

**11. RIGHT TO CONVEY WATER, TO DRAIN WATER, TO DRAIN SEWAGE, RIGHT OF WAY, RIGHT TO CONVEY ELECTRICITY, TELECOMMUNICATIONS, PARTY WALL, PEDESTRIAN RIGHT OF WAY, RIGHT TO PARKING, RIGHT TO INSTALL LETTERBOX**

The following shall apply in respect of all easements and provisions within this Easement Instrument:

11.1 Any references to "the Residents Society" means **Mid-Bampton Street Residents Society Incorporated** and its successors and assigns.

11.2 Clause 10(1)(b) of Schedule 5 to the Land Transfer Regulations 2018 is deleted and replaced with the following:

*"10(1)(b) The right to lay, install, construct or replace in the easement area (including the right to excavate land for the purpose of construction or replacement) an easement facility that the grantee may from time to time reasonably require."*

And application of this clause will be subject to any determinations or requirements of the Residents Society.

11.3 Clause 10(2) of Schedule 5 to the Land Transfer Regulations 2018 is deleted.

11.4 Clause 11(2) of Schedule 5 to 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 a reasonable contribution to the repair and maintenance of the easement facility, and for the associated costs,*

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required*

*for the purposes set out in clause 11(1) of Schedule 5 to the Land Transfer Regulations 2018.*

And application of this clause will be subject to any determinations or requirements of the Residents Society.

11.5 Any requirement in the above provisions of this easement instrument for the easement facility to be underground, is subject to the following:

- (a) Access points for inspection and maintenance of the easement facility (such as manhole lids, water meter box covers, and the like) do not need to be underground.
- (b) Service connection points for a lot which are immediately adjacent to the lot boundary do not need to be underground.
- (c) If the provider or authority responsible for supply to, or use of, the easement facility requires any part of the easement facility to be above ground, then that part of the easement facility does not need to be underground.
- (d) If the Residents Society consents to any part of the easement facility to be above ground, then that part of the easement facility does not need to be underground

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

The rights and powers set out in clauses 10 to 14 inclusive of Schedule 5 to the Land Transfer Regulations 2018 will apply subject to any variations stated in this Easement Instrument above.