

# View Instrument Details



**Instrument No** 12856034.3  
**Status** Registered  
**Date & Time Lodged** 26 October 2023 11:17  
**Lodged By** King, Toni Marie  
**Instrument Type** Easement Instrument



Affected Records of Title	Land District
1118261	Canterbury
1118262	Canterbury
1118263	Canterbury
1118264	Canterbury
1118265	Canterbury

**Annexure Schedule** Contains 7 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 12538566.2 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Paul Gooby as Grantor Representative on 26/10/2023 11:10 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 Paul Gooby as Grantee Representative on 26/10/2023 11:10 AM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

## Form 22

### Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

#### Grantor

**Robert James KINGSBURY and Debbie Carol-Lynn KINGSBURY**

#### Grantee

**Robert James KINGSBURY and Debbie Carol-Lynn KINGSBURY**

#### 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 required

Continue in additional Annexure Schedule, if

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	"A" on DP 588223	Lot 1 DP 588223 (RT 1118261)	Lot 2, 3, 4 & 5 DP 588223 (RT 1118262, 1118263, 1118264 & 1118265)
	"B" on DP 588223	Lot 2 DP 588223 (RT 1118262)	Lot 1, 3, 4 & 5 DP 588223 (RT 1118261, 1118263, 1118264 & 1118265)
	"C" on DP 588223	Lot 2 DP 588223 (RT 1118262)	Lot 3, 4 & 5 DP 588223 (RT 1118263, 1118264 & 1118265)
	"D" on DP 588223	Lot 2 DP 588223 (RT 1118262)	Lot 3 DP 588223 (RT 1118263)
	"E" on DP 588223	Lot 3 DP 588223 (RT 1118263)	Lot 1, 2, 4 & 5 DP 588223 (RT 1118261, 1118262, 1118264 & 1118265)
	"F" on DP 588223	Lot 3 DP 588223 (RT 1118263)	Lot 2, 4 & 5 DP 588223 (RT 1118262, 1118264 & 1118265)
	"G" on DP 588223	Lot 3 DP 588223 (RT 1118263)	Lot 2 DP 588223 (RT 1118262)

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Right of Way	"H" on DP 588223	Lot 4 DP 588223 (RT 1118264)	Lot 1, 2, 3 & 5 DP 588223 (RT 1118261, 1118262, 1118263 & 1118265)
	"I" on DP 588223	Lot 4 DP 588223 (RT 1118264)	Lot 2, 3 & 5 DP 588223 (RT 1118262, 1118263 & 1118265)
	"J" on DP 588223	Lot 4 DP 588223 (RT 1118264)	Lot 5 DP 588223 (RT 1118265)
	"K" on DP 588223	Lot 5 DP 588223 (RT 1118265)	Lot 1, 2, 3 & 4 DP 588223 (RT 1118261, 1118262, 1118263 & 1118264)
	"L" on DP 588223	Lot 5 DP 588223 (RT 1118265)	Lot 2, 3 & 4 DP 588223 (RT 1118262, 1118263 & 1118264)
	"M" on DP 588223	Lot 5 DP 588223 (RT 1118265)	Lot 4 DP 588223 (RT 1118264)
Right to Convey Water, Electricity & Communications	"A" on DP 588223	Lot 1 DP 588223 (RT 1118261)	Lot 2, 3, 4 & 5 DP 588223 (RT 1118262, 1118263, 1118264 & 1118265)
	"B" on DP 588223	Lot 2 DP 588223 (RT 1118262)	Lot 1, 3, 4 & 5 DP 588223 (RT 1118261, 1118263, 1118264 & 1118265)
	"C" on DP 588223	Lot 2 DP 588223 (RT 1118262)	Lot 3, 4 & 5 DP 588223 (RT 1118263, 1118264 & 1118265)
	"D" on DP 588223	Lot 2 DP 588223 (RT 1118262)	Lot 3 DP 588223 (RT 1118263)
	"E" on DP 588223	Lot 3 DP 588223 (RT 1118263)	Lot 1, 2, 4 & 5 DP 588223 (RT 1118261, 1118262, 1118264 & 1118265)
	"F" on DP 588223	Lot 3 DP 588223 (RT 1118263)	Lot 2, 4 & 5 DP 588223 (RT 1118262, 1118264 & 1118265)
	"G" on DP 588223	Lot 3 DP 588223 (RT 1118263)	Lot 2 DP 588223 (RT 1118262)
	"H" on DP 588223	Lot 4 DP 588223 (RT 1118264)	Lot 1, 2, 3 & 5 DP 588223 (RT 1118261, 1118262, 1118263 & 1118265)
	"I" on DP 588223	Lot 4 DP 588223 (RT 1118264)	Lot 2, 3 & 5 DP 588223 (RT 1118262, 1118263 & 1118265)
	"J" on DP 588223	Lot 4 DP 588223 (RT 1118264)	Lot 5 DP 588223 (RT 1118265)
	"K" on DP 588223	Lot 5 DP 588223 (RT 1118265)	Lot 1, 2, 3 & 4 DP 588223 (RT 1118261, 1118262, 1118263 & 1118264)
	"L" on DP 588223	Lot 5 DP 588223 (RT 1118265)	Lot 2, 3 & 4 DP 588223 (RT 1118262, 1118263 & 1118264)
	"M" on DP 588223	Lot 5 DP 588223 (RT 1118265)	Lot 4 DP 588223 (RT 1118264)

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

**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 ]~~

## 1. GENERAL RIGHTS AND POWERS RELATING TO EASEMENTS

### 1.1 Interpretation: In this easement instrument unless the context indicates otherwise:

**“Benefited Land”** in relation to each easement means the land recorded in the easement instrument as the Benefited Land [or one of the Benefited Lands] in relation to that easement; or land [or one of the pieces of land] to which that easement is appurtenant;

**“Easement Area”** in relation to each easement means that part of the Burdened Land which is subject to the easement;

**“Grantee”** in relation to each easement means the registered owner for the time being of the Benefited Land;

**“Grantor”** in relation to each easement means the registered owner for the time being of the Burdened Land;

**“the Instrument”** means this easement instrument [including these conditions] as it may be varied from time to time; and

**“Burdened Land”** in relation to each easement means the land recorded in the easement instrument as the Burdened Land [or one of the Burdened Lands] in relation to that easement; OR land [or one of the pieces of land] over part of which the easement has been granted;

### 1.2 **Term:** No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision [whether express or implied] in this easement instrument or for any other cause, it being the intention of the parties that each easement will subsist for all time unless it is surrendered.

### 1.3 **Default:** If any party [“defaulting party”] neglects or refuses to perform or join with the other party [“other party”] in performing any obligation under this easement instrument in respect of any easement, the following provisions will apply:

#### 1.3.1 the other party may serve on the defaulting party a written notice [default notice]:

- [a] requiring the defaulting party to perform or join in performing that obligation; and
- [b] stating that, after expiration of seven days from service of the default notice, the other party may perform that obligation;

#### 1.3.2 if at the expiry of the default notice, the defaulting party still neglects or refuses to perform or join in performing the obligation, the other party may:

- [a] perform that obligation; and
- [b] for that purpose enter the relevant land and carry out any work;

#### 1.3.3 the defaulting party will be liable to pay the other party the costs of the default notice and the specified proportion of the costs in performing the obligation within one month of receiving notice of these costs; and

#### 1.3.4 the other party may recover from the defaulting party as a liquidated debt any money payable under this sub-clause.

### 1.4 **No Impediment:** The Grantor will not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to any easement.

### 1.5 **Additional Rights:** The Grantee will also have the following rights [“Additional Rights”] in respect of the easements — the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee and the Grantee’s tenants, servants, agents, workmen, licensees and invitees [in common with the Grantor, and Grantor’s

tenants, and any other person lawfully entitled so to do] for the purposes of the easement concerned:

- 1.5.1 to use any line of pipes, conduits, cables, wires and poles already laid, placed or erected on the stipulated course [where a course is stipulated] under the surface of the Easement Area or any pipes, conduits, cables, wires and poles in replacement or in substitution for these;
- 1.5.2 where no line of pipes, conduits, cables, wires and poles exists, to lay, place, erect and maintain or to have laid, placed, erected and maintained pipes, conduits, cables, wires and poles suitable for the purposes of the easement concerned under the surface [as the parties decide] of the Easement Area and along the line defined for the purpose where that line has been defined; and
- 1.5.3 with any tools, implements, machinery, vehicles or equipment of any nature necessary for the purpose, to enter on the Burdened Land [or, where only the position of the pipes, conduits, cables, wires is defined in the easement, on the part of the Burdened Land and by the route as is reasonable in the circumstances] and to remain there for any reasonable time for the purpose of:
  - [a] laying, inspecting, cleansing, repairing, maintaining and renewing the pipes, conduits, cables or wires or any part of these; and
  - [b] opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that:
    - [i] as little disturbance as possible is caused to the surface of the Burdened Land;
    - [ii] the surface is restored as nearly as possible to its original condition; and
    - [iii] any other damage done by reason of these operations is repaired.

## 2. SPECIFIC RIGHTS AND POWERS

The Grantee of any easement or right of way, right to convey electric power, water and telecommunications, right to drain sewage and water will have the respective rights and powers as provided in this certificate, that is to say:

- 2.1 **Right of Way:** the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee, the Grantee's tenants, servants, agents, workmen, licensees and invitees [in common with the Grantor, the Grantor's tenants and any other person lawfully entitled to do so] from time to time and at all times by day and by night to go, pass and repass on foot, with or without domestic animals of any kind, and with carriages, vehicles, motor vehicles, machinery and implements of any kind excluding heavy earthmoving machinery over and along the Easement Area;
- 2.2 **Right to Convey Electricity:** the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee and the Grantee's tenants, servants, agents, workmen, licensees and invitees [in common with the Grantor, the Grantor's tenants and any other person lawfully entitled to do so] from time to time and at all times by day and by night to take or convey and lead electricity:
  - 2.2.1 in a free and unimpeded flow [except where the flow is halted for any reasonable period necessary for essential cleaning, renewal or repairs];
  - 2.2.2 in any quantity, consistent with the rights of other persons having the same or similar rights from the course of supply or point of entry as the case may be; and
  - 2.2.3 following the stipulated course [where a course is stipulated]

across the Easement Area, together with the Additional Rights;

**2.3 Right to Convey Telecommunications:** the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee and the Grantee's tenants, servants, agents, workmen, licensees and invitees [in common with the Grantor, the Grantor's tenants and any other person lawfully entitled to do so] from time to time and at all times by day and by night to telecommunications [except when otherwise prevented for any reasonable period necessary for essential cleaning, renewal or repairs], along the stipulated course [where a course is stipulated] across the Easement Area, together with the Additional Rights;

**2.4 Right to Convey Water:** the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee and the Grantee's tenants, servants, agents, workmen, licensees and invitees [in common with the Grantor, the Grantor's tenants and any other person lawfully entitled to do so] from time to time and at all times by day and by night to take or convey water and lead water:

**2.6.1** in a free and unimpeded flow [except where the flow is halted for any reasonable period necessary for essential cleaning, renewal or repairs];

**2.6.2** in any quantity, consistent with the rights of other persons having the same or similar rights from the course of supply or point of entry as the case may be; and

**2.6.3** following the stipulated course [where a course is stipulated]

across the Easement Area, together with the Additional Rights;

### **3. TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS RELATING TO THE ABOVE EASEMENTS**

**3.1 Further Assurances:** Each Grantor and Grantee, together with the registered owners for the time being of any other land which has appurtenant to it any of the easements recorded by this easement instrument, will:

**3.1.1** pay in proportion to use the costs of keeping and maintaining in good order and condition for use under any easement of right of way, the Easement Area;

**3.1.2** at all times after the date of this easement instrument do all acts and things as may be necessary to comply with the conditions of the consent to the easement of right of way which may be specified from time to time by any local authority having jurisdiction in the matter; and

**3.1.3** not do any act or thing nor permit any act or thing to be done in relation to the Burdened Land which is inconsistent with the exclusive use of the Easement Area for the purposes of the easement of right of way.

**3.2 Maintenance Costs:** The registered owners for the time being which will have the use of the pipes, conduits, cables, wires and poles:

**3.2.1** used in connection with the easements of:

[a] right to convey water;

[b] right to convey electric power and telecommunications;

**3.2.2** laid, placed or erected under, over or on the surface of the Easement Area

will pay in proportion to use the costs of keeping and maintaining those pipes, conduits, cables, wires and poles in good order and condition, if those registered owners have the use of the pipes, conduits, c

ables, wires and poles at the point where any pipes, conduits, cables or wires serving one lot only connect with a common line of pipes, conduits, cables or wires will be deemed to be part of that common line.

- 3.3 Maintenance Attributable to Owner:** Where the need for any maintenance or repair is directly attributable to the actions of one only of the registered owners or of any tenant, servant, agent, workman, licensee or invitee of, or any visitor to, that owner, then that owner will pay all costs of that maintenance and repair.
- 3.4 Resolution of Disputes:** All disputes, differences or questions between the registered owners for the time being of the lots touching this easement instrument and the subject matter of this easement instrument will, in default of that dispute, difference or question being mutually referred to a single arbitrator, be referred to arbitration in the manner provided by the Arbitration Act 1996 or any amendment of that Act for the time being in force or any Act passed in substitution for that Act. The decision of the arbitrator or arbitrators will be final and binding on the owners.