

View Instrument Details



Instrument No 12272002.6
Status Registered
Date & Time Lodged 07 July 2022 11:15
Lodged By Mowbray, Graham John
Instrument Type Easement Instrument



Affected Records of Title	Land District
999806	Wellington
999807	Wellington

Annexure Schedule Contains 4 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 11082644.2 has consented to this transaction and I hold that consent

Signature

Signed by Graham John Mowbray as Grantor Representative on 07/07/2022 11:13 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 Graham John Mowbray as Grantee Representative on 07/07/2022 11:14 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

Cameron Builders 2008 Limited

Grantee

Cameron Builders 2008 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
Schedule, if required

Continue in additional Annexure

Purpose of Easement, or <i>profit</i>	Shown (plan reference) DP 563033	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity	A & B	Lot 1 – RoT 999806	Lot 2 – RoT 999807
Right to convey telecommunications	C	Lot 2 – RoT 999807	Lot 1 – RoT 999806
Party Wall	E	Lot 2 – RoT 999807	Lot 1 – RoT 999806
	F	Lot 1 – RoT 999806	Lot 2 – RoT 999807

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 pages 1-3 hereto]~~

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

Form L

Annexure Schedule

Page 1 of 3 Pages

Insert instrument type

Easement

Rights and powers continued

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fifth Schedule to the Land Transfer Regulations 2018 SAVE THAT:

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

Continuation of Schedule A – Rights and Powers – Party Wall Easement

1. The Grantee has the right (in common with the grantor and other authorised persons) to:
 - a) erect a party wall in the easement areas,
 - b) modify any party wall within the limits of the easement areas,
 - c) use, encroach on and enjoy for the purposes of a party wall the easement areas,
 - d) use and enjoy the support and enclosure of the structure on the servient tenement afforded by the party wall and the land upon which it stands, and
 - e) use and enjoy the foundations and construction of the party wall and any extension of the party wall below the surface of the easement areas.
2. Any party may, on giving to the other party not less than six months' notice in writing of such intention, demolish any existing party wall (including such part of any buildings necessarily involved or required to be demolished) and building upon the easement areas a suitable substitute party wall ("a substitute party wall") as may be reasonably required for any building which that party is erecting or intending to erect and for the continued support of all other buildings affected.
3. If a party wall required demolition for any reason other than pursuant to the above clause the parties shall proceed to build a substitute party wall.
4. The construction of any party wall, any substitute party wall and any modification to any party wall shall be carried out:
 - a) in a proper and competent manner,
 - b) in accordance with plans and specifications approved by the grantor and the grantee (such approval not to be unreasonably withheld) before any work (including any demolition work) is commenced,
 - c) in accordance with the requirements of law and the local authority having jurisdiction,
 - d) with all reasonable speed,
 - e) in such manner as to cause as little disturbance and nuisance as possible to the other property and the occupiers and users of the other property, and
 - f) in such manner as to ensure that the party wall, any building supported by the party wall, and any property affected shall not be rendered unstable or unsafe or jeopardized in any manner.

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

5. A party exercising any rights under these conditions shall make good, at the expense of that party, any damage which may be caused to the other property and any improvements situated on the property.

6. A party shall not be liable to contribute towards the cost of erection, maintenance, repair or modification of any party wall, unless and until such party makes use of such party wall or such modification, and provided that:

- a) any party exercising the rights conferred in clause 2 above be solely liable for the cost of demolition of the existing party wall, the construction of the substitute party wall and any reinstatement required to any buildings or property affected,
- b) the parties shall bear equally the costs of demolition of any existing party wall and erecting a substitute party wall pursuant to clause 3 above.

7. Any party wall erected shall be and remain the common property of the grantor and the grantee who shall have equal rights to the use, ownership and enjoyment of the party wall.

8. The provisions of this section shall apply to a substitute party wall.