

# View Instrument Details



**Instrument No** 12902346.3  
**Status** Registered  
**Date & Time Lodged** 15 February 2024 13:12  
**Lodged By** Charles-McCormick, Jessica Mary-Alice  
**Instrument Type** Easement Instrument



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Affected Records of Title	Land District
1072814	Canterbury
1072815	Canterbury
1072816	Canterbury

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**Annexure Schedule** Contains 2 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

## Signature

Signed by Nicholas John Dashwood Strettell as Grantor Representative on 15/02/2024 11:13 AM

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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
- 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 Nicholas John Dashwood Strettell as Grantee Representative on 15/02/2024 11:13 AM

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

Form 22

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

(Section 109 Land Transfer Act 2017)

**Grantor**

MICHAEL GERARD RYAN

**Grantee**

MICHAEL GERARD RYAN

**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, Right to Drain Water and Sewage, Right to Convey Water, Electricity and Telecommunications	Area "A" Deposited Plan 578797	Lot 1 Deposited Plan 578797 (RT 1072814)	Lots 2 and 3 Deposited Plan 578797 (RT's 1072815 and 1072816)
	Area "B" Deposited Plan 578797	Lot 2 Deposited Plan 578797 (RT 1072815)	Lot 3 Deposited Plan 578797 (RT 1072816)

**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~~ ~~negative~~ ~~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]~~

**Annexure Schedule 1**

1. The rights and powers under Schedule 5 of the Property Law Act 2007 (covenants implied in grants of vehicular rights of way) do not apply to the right of way easement.
2. Where there is a conflict between the provisions of Schedule 5 of the Land Transfer Regulations 2018 and the modifications in this easement instrument, the modifications must prevail.
3. All future pipes, drains, wires and cables are to be laid underground.