

Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 8037487.1 Easemen

Copy - 01/02, Pgs - 013, 21/01/09, 09:15

Land registration district

CANTERBURY



DocID: 212308408

Grantor

Surname(s) must be underlined or in CAPITALS.

NEW ZEALAND INSTITUTE FOR CROP AND FOOD RESEARCH LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

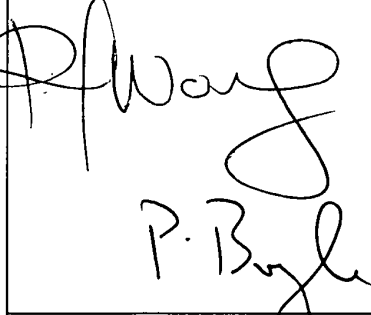
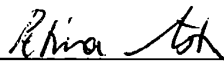
NEW ZEALAND INSTITUTE FOR CROP AND FOOD RESEARCH LIMITED

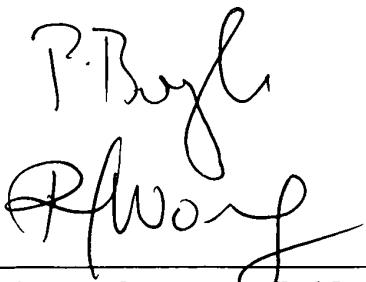
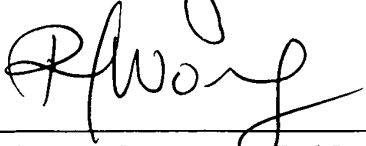

Grant of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) 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, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

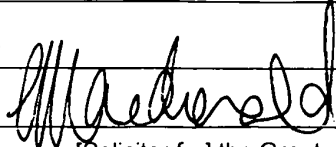
Dated this 28 day of NOVEMBER 2008

Attestation

 P. Boyle Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Petrica Austin Occupation Executive Assistant Address Avonhead Christchurch
--	---

 P. Boyle  Signature [common seal] of Grantee	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Petrica Austin Occupation Executive Assistant Address Avonhead Christchurch
--	---

Certified correct for the purposes of the Land Transfer Act 1952.


[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1



Easement instrument

Dated 28 November 2008

Page 1 of 1 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way, rights to drain sewage & water and to convey water, electricity, telecommunications & computer media	"A" on DP 409192	CB36D/543	CB36D/543 (Lot 2 DP33700 only) <i>PLA.</i>

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

[Handwritten signature]
P.B.

Annexure Schedule

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

Easement rights and powers (including terms, covenants and conditions)

1 Interpretation and Definitions

For the purpose of the interpretation or construction of this instrument:

- 1.1 Words importing the masculine gender shall include the feminine or neuter gender;
- 1.2 Words importing the singular shall include the plural and vice versa;
- 1.3 *person* shall include an individual company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state in each case whether or not having separate legal personality;
- 1.4 the *Dominant Tenement* in relation to any easement means the land described as such in Schedule A;
- 1.5 *Electricity Easement Area* means those parts of the Servient Tenement identified in Schedule A as defining the right to convey electricity easement;
- 1.6 *Easement Facility*:
 - (a) in relation to a right of way easement has the same meaning as in the Land Transfer Regulations 2002;
 - (b) in relation to a water supply easement means pipes, ducts, pumps, tanks, valves and other equipment and improvements for conveying, taking or supplying water;
 - (c) in relation to a sewage drainage easement means pipes, ducts, pumps, tanks, valves and other equipment and improvements for draining, discharging or conveying sewage;
 - (d) in relation to a water drainage easement means pipes, ducts, pumps, tanks, valves and other equipment and improvements for conveying or draining water;
 - (e) in relation to an electricity easement means wires, lines, cables, poles, ducts, transformers, switchboards and other switching gear and other equipment and improvements for conveying, transmitting, taking, supplying or transforming electricity; and
 - (f) in relation to a telecommunications and computer media easement means wires, lines, cables, poles, ducts, exchanges and other switching gear and other

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.


P.B.

Annexure Schedule

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Continue in additional Annexure Schedule, if required.

equipment and improvements for conveying, transmitting or supplying telecommunications and computer media;

- 1.7 *improvements* means any building, structure, material or product of whatever kind, plant and equipment and fixtures and fittings of any party;
- 1.8 *party* means a party to this instrument and includes its successors and assignees;
- 1.9 the *Grantor* or the *Grantee* includes their respective successors and assignees, and where the context permits, extends to include the Grantee's or the Grantor's employees, contractors, agents, invitees, customers or anyone else authorised by the Grantee or Grantor;
- 1.10 *Right of Way Area* means those parts of the Servient Tenement identified in Schedule A as defining the right of way easement;
- 1.11 the *Servient Tenement* in relation to any easement means the land described as such in Schedule A;
- 1.12 *Sewage Drainage Area* means those parts of the Servient Tenement identified in Schedule A as defining the right to drain sewage easement;
- 1.13 *Telecommunications & Computer Media Easement Area* means those parts of the Servient Tenement identified in Schedule A as defining the right to convey telecommunications and computer media easement;
- 1.14 *Water Drainage Area* means those parts of the Servient Tenement identified in Schedule A as defining the right to drain water easement; and
- 1.15 *Water Supply Area* means those parts of the Servient Tenement identified in Schedule A as defining the right to convey water easement.

2 General provisions relating to easements

Easements to subsist

- 2.1 No power is implied for the Grantor or the Grantee to determine any easement or restriction set out in this instrument, it being the intention that each easement and restriction shall subsist forever unless it is surrendered or modified by agreement between the parties.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



Annexure Schedule

Insert type of instrument

Easement.

Dated 28 November 2008 Page 3 of 9 Pages

Continue in additional Annexure Schedule, if required.

Repair and maintenance

- 2.2 Unless expressly provided elsewhere in this instrument, the Grantee and the Grantor are responsible for the repair and maintenance of each Easement Facility and for the associated costs so as to keep each Easement Facility in good order and to prevent it from becoming a danger or nuisance in the proportions in which the Grantee and the Grantor use each Easement Facility.
- 2.3 If any repair or maintenance of an Easement Facility becomes necessary due to any act or omission of the Grantee or the Grantor, then that party will promptly repair the Easement Facility and is responsible for payment of all costs in undertaking the repair.
- 2.4 Any easement granted under this instrument is limited to the extent required by any period or necessary cleansing, repair, renewal, maintenance or modification of the Easement Facility.

Default

- 2.5 If any party (*the defaulting party*) neglects or refuses to perform or join with the other party (*the other party*) in performing any obligation under this instrument the following provisions shall apply:
- (a) the other party may serve upon the defaulting party a written notice (*default notice*) requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of 21 days from service of the default notice the other party may perform such obligation;
 - (b) if, at the expiry of the default notice, the defaulting party still neglects or refuses to perform or join in performing the obligations the other party may:
 - (i) perform such obligation; and
 - (ii) for that purpose enter onto the Dominant Tenement or the Servient Tenement (as the case may be) and carry out any work;
 - (c) the defaulting party shall be liable to pay to the other party the costs of the default notice and the reasonable costs incurred in performing such obligation; and
 - (d) the other party may recover from the defaulting party as a liquidated debt any moneys payable pursuant to this clause 2.4.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

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P.P.

Annexure Schedule

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Dated

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Continue in additional Annexure Schedule, if required.

No impediment

- 2.6 Subject to clause 2.6, neither party shall do any act which impedes, interferes with or restricts the rights of the other party in relation to any easement or other rights created or intended to be created under this instrument.

Right to enter land

- 2.7 Any party may for the purposes of complying with their respective obligations under this instrument and otherwise at law in relation to any easement or right:
- (a) enter onto the other party's land with or without with all necessary tools, implements, machinery, vehicles or equipment;
 - (b) remain on the other party's land for such time as is reasonable for the purpose of performing such obligation; and
 - (c) open up the soil to the extent necessary to perform the obligation.

Minimising disturbance

- 2.8 A party exercising any rights under clause 2.6 shall:
- (a) cause as little damage, disturbance, inconvenience and interruption to the use of the other party's land as is reasonably possible;
 - (b) forthwith make good any damage done to the other party's land; and
 - (c) comply with any reasonable directions of the other party, having regard to public access and health and safety concerns and otherwise comply with the requirements and all conditions imposed on the party carrying out any building work, repair and maintenance arising from any statute, regulation or by-law or the regional and district plans in force at the time.

Statutory rights and powers excluded

- 2.9 The rights and powers implied by the fourth schedule to the Land Transfer Regulations 2002 and by section 297 of and Schedule 5 to the Property Law Act 2007 do not apply to easements created by this instrument.

Dispute Resolution

- 2.10 Any dispute or difference which may arise between the parties concerning the interpretation of this instrument or relating to any other matter arising under this instrument will be actively and in good faith negotiated by the parties with a view to a quick resolution of such dispute or differences.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

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Annexure Schedule

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

- 2.11 If the parties cannot resolve a dispute or difference within 15 working days of any dispute or difference arising then, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as LEADR New Zealand Inc.
- 2.12 If the parties cannot agree on any dispute resolution technique within a further 15 working days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 2.10 or if the dispute is not resolved by reference to such dispute resolution technique within a reasonable time, then either party may refer the dispute or difference to the arbitration by one arbitrator, such arbitration to be carried out in accordance with the Arbitration Act 1996 and the substantive law of New Zealand. If the parties are unable to agree on the arbitrator, such arbitration shall be appointed, upon the request of any party, by the President or his or her nominee for the time being of the Wellington District Law Society or its successor body.
- 2.13 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of referenda, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

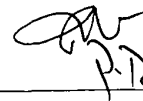
Notice

- 2.14 The Grantee will give reasonable notice to the Grantor before exercising any rights granted by this instrument.

3 Right of way easement

- 3.1 The Grantee (in common with the Grantor) shall have the full, free, uninterrupted and unrestricted right liberty and licence from time to time and at all times to go pass and repass with or without vehicles, machinery and implements of any kind over and along the Right of Way Area.
- 3.2 The Grantor shall always have the ability to restrict or close off access of all or any part of the Right of Way Area in the event of public festivities, development works or emergencies, provided however that the Grantor shall use its best endeavours to provide alternative access and egress areas contiguous to or within the immediate vicinity of the Right of Way Area.

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Continue in additional Annexure Schedule, if required.

4 Right to drain sewage easement

4.1 The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege from time to time and at all times to drain, discharge and convey sewage and other waste material and fluid in any quantities through and along the Sewage Drainage Area.

Use of pipes and drains

4.2 The Grantee may use any pipe or pipes or drains already laid on, in or under the Sewage Drainage Area or any pipe or pipes or drains laid over, in or under the Sewage Drainage Area in substitution for them.

4.3 Where no such pipes or drains exist the Grantee may lay, place and maintain or have laid, placed and maintained any pipes or drains over, in or under the Sewage Drainage Area.

Access to Servient Tenement

4.4 The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to enter with or without any tools, implements, machinery or equipment within the immediate vicinity of the Sewage Drainage Area or as is reasonably necessary in the circumstances and to remain thereon for any reasonable time for the purposes of laying, inspecting, repairing, renewing and maintaining any pipes or drains and for opening up the soil of the Sewage Drainage Area to such extent as may be necessary and reasonable. In doing so, the Grantee will cause as little disturbance as is possible to the surface of the Sewage Drainage Area and will restore the surface thereof as nearly as possible to its original condition and any other damage done by reason of such operations shall be repaired by the Grantee.

No interference

4.5 The Grantor will not from the date of this instrument place any buildings, erections or other structures upon the Sewage Drainage Area without the written permission of the Grantee and will not at any time do, permit or suffer any act or thing whereby the rights, powers and liberties granted to the Grantee may be interfered with or adversely affected.

No obligation to convey

4.6 The rights granted to the Grantee under clauses 8.1 to 8.5 are declared to be in the nature of an easement but nothing shall compel the Grantee to take and convey sewage along or through the Sewage Drainage Area.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



Annexure Schedule

Insert type of instrument

Easement

Dated

28 November 2008

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Continue in additional Annexure Schedule, if required.

5 Right to drain water easement

5.1 The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege from time to time and at all times to drain, discharge and convey water in any quantities through and along the Water Drainage Area.

Use of pipes and drains

5.2 The Grantee may use any pipe or pipes or drains already laid over, on, in or under the Water Drainage Area or any pipe or pipes or drains laid over, on, in or under the Water Drainage Area in substitution for them.

5.3 Where no such pipes or drains exist the Grantee may lay, place and maintain or have laid, place and maintained any pipes or drains over in or under the Water Drainage Area.

Access to Servient Tenement

5.4 The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to enter with or without any tools, implements, machinery or equipment within the immediate vicinity of the Water Drainage Area or as is reasonably necessary in the circumstances and to remain thereon for any reasonable time for the purposes of laying, inspecting, repairing, renewing and maintaining any pipes or drains and for opening up the soil of the Water Drainage Area to such extent as may be necessary and reasonable. In doing so, the Grantee will cause as little disturbance as is possible to the surface of the Water Drainage Area and restore the surface thereof as nearly as possible to its original condition and any other damage done by reason of such operations shall be repaired by the Grantee.

No interference

5.5 The Grantor will not from the date of this instrument place any buildings, erections or other structures upon the Water Drainage Area without the written permission of the Grantee and will not at any time do, permit or suffer any act or thing where by the rights, powers and liberties granted to the Grantee may be interfered with or adversely affected.

No obligation to convey

5.6 The rights granted to the Grantee under clauses 9.1 to 9.5 are declared to be in the nature of an easement but nothing shall compel the Grantee to take and convey water along or through the Water Drainage Area.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

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Annexure Schedule

Insert type of instrument

Easement

Dated 28 November 2008 Page 2 of 9 Pages

Continue in additional Annexure Schedule, if required.

6 Right to convey water easement

- 6.1 The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege from time to time and at all times to convey, take and supply water in any quantities through and along the Water Supply Area in common with the Grantor and other persons to whom the Grantor may grant similar rights.
- 6.2 The Grantee may use any Easement Facility already laid, installed or constructed on, in or under the Water Supply Area or any Easement Facility laid, installed or constructed on, in or under the Water Supply Area in substitution for it.
- 6.3 Where no suitable Easement Facility exists the Grantee may lay, install and construct any suitable Easement Facility on, in or under the Water Supply Area.

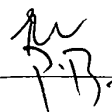
7 Right to convey electricity easement

- 7.1 The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege from time to time and at all times to convey, transmit, take, supply or transform electricity in any quantities through and along the Electricity Easement Area in common with the Grantor and other persons to whom the Grantor may grant similar rights.
- 7.2 The Grantee may use any Easement Facility already laid, installed, erected or constructed on, over, in or under the Electricity Easement Area or any Easement Facility laid, installed, erected or constructed on, over, in or under the Electricity Easement Area in substitution for it.
- 7.3 Where no suitable Easement Facility exists the Grantee may lay, install, erect and construct any suitable Easement Facility on, over, in or under the Electricity Easement Area.

8 Right to convey telecommunications and computer media easement

- 8.1 The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege from time to time and at all times to convey, transmit or supply telecommunications and computer media in any quantities through and along the Telecommunications and Computer Media Easement Area in common with the Grantor and other persons to whom the Grantor may grant similar rights.
- 8.2 The Grantee may use any Easement Facility already laid, installed, erected or constructed on, over, in or under the Telecommunications and Computer Media Easement Area or any Easement Facility laid, installed, erected or constructed on, over,

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



Annexure Schedule

Insert type of instrument

Easement.

Dated 25 November 2008

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Continue in additional Annexure Schedule, if required.

in or under the Telecommunications and Computer Media Easement Area in substitution for it.

8.3 Where no suitable Easement Facility exists the Grantee may lay, install, erect and construct any suitable Easement Facility on, over, in or under the Telecommunications and Computer Media Easement Area.

8.4 The Grantee shall not convey, transmit or supply any wireless telecommunications or computer media impulses, waves or services from the Telecommunications and Computer Media Easement Area.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

P.P.B.

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



Insert type of instrument
"Caveat", "Mortgage" etc

Easement Instrument

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

HER MAJESTY THE QUEEN acting by and through the Minister of Land Information New Zealand

Caveator under Caveat A29855.3

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

registration of the within Easement Instrument.

Dated this 05th day of December 2008

Attestation

ROSS JAMES SUTHERLAND

For and on behalf Her Majesty The Queen and acting pursuant to delegated authority from the Commissioner of Crown Lands pursuant to Section 41 of the State Sector Act 1988.

Signature of Consentor 305 702089

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name DARRIN CONSTABLE

Occupation CUSTOMER SERVICE REP

Address ACCURACY

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Girayward Rode Cairnell

Landonline User ID: ndunn001

LODGING FIRM: greenwoodrcwe

Address: PO Box 25501

Wellington

Attn: Nick Dunn

Uplifting Box Number: N/A Postal

ASSOCIATED FIRM: _____

Client Code / Ref: NZI4133.14

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number Pre-allocated or
to be Deposited:

Rejected Dealing Number:

E1 8037487.1 Easemen

Cpy - 02/02, Pgs - 013, 21/01/09, 09-15

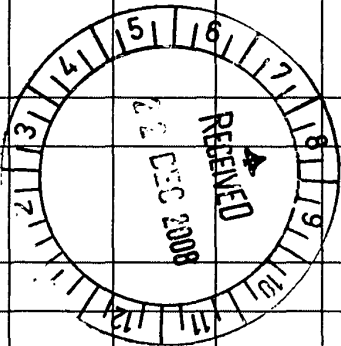
Copies

(inc. original)

DocID: 212308408

LT409192

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	RESUBMISSION	NOTICES	ADVERTISING	NEW TITLES	OTHER	PRIORITY CAPTURE	FEES \$ GST INCLUSIVE
1	CB36D/5A3	E1	New Zealand Institute for Crop and Food Research Limited	60.00							\$60.00
2											
3											
4											
5											
6											



Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Original Signatures? _____

Subtotal (for this page)	\$60.00
Total for this dealing	\$60.00
Less Fees paid on Dealing #	
NET DEBIT	
Debit my Account for	\$60.00

Version 1.8: 1 September 2007

SW

View Instrument Details



Instrument No 9900290.7
Status Registered
Date & Time Lodged 10 December 2014 15:15
Lodged By Robinson, Janna Louise
Instrument Type Easement Instrument



Affected Computer Registers Land District

676546	Canterbury
676544	Canterbury
676545	Canterbury
676547	Canterbury
676548	Canterbury
676549	Canterbury
676554	Canterbury
676599	Canterbury
676600	Canterbury
676601	Canterbury
676602	Canterbury
676603	Canterbury
676604	Canterbury
676605	Canterbury
676606	Canterbury
676607	Canterbury
676608	Canterbury
676617	Canterbury
676618	Canterbury

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 9729421.2 has consented to this transaction and I hold that consent

Signature

Signed by John Roger Parkes as Grantor Representative on 22/12/2014 12:08 PM

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 John Roger Parkes as Grantee Representative on 22/12/2014 12:09 PM

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

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Lincoln Developments Limited

Grantee

Lincoln Developments Limited

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) 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, or creates the covenant(s) 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to drain sewage	Area AT on DP 481794	Lot 58 on DP 481794 (CT 676618)	Lot 59 on DP 481794 (CT 676604)
	Area AQ on DP 481794	Lot 55 on DP 481794 (CT 676602)	Lot 60 & Lot 61 on DP 481794 (CT 676605 & 676606)
	Area S on DP 481794	Lot 55 on DP 481794 (CT 676602)	
	Area T on DP 481794	Lot 56 on DP 481794 (CT 676603)	
	Area AR on DP 481794	Lot 53 on DP 481794 (CT 676600)	Lots 62 & 63 on DP 481794 (CT 676607 & 676608)
	Area Y on DP 481794	Lot 53 on DP 481794 (CT 676600)	
	Area Z on DP 481794	Lot 54 on DP 481794 (CT 676601)	

Cont...../2 Right to drain sewage	Area AS on DP 481794	Lot 52 on DP 481794 (CT 676599)	Lot 63 on DP 481794 (CT 676608)
	Area AO on DP 481794	Lot 11 on DP 481794 (CT 676554)	Lot 2000 on DP 481794 (CT 676617)
	Area K on DP 481794	Lot 11 on DP 481794 (CT 676554)	
	Area AP on DP 481794	Lot 6 on DP 481794 (CT 676549)	Lots 1 & 2 on DP 481794 (CT 676544, CT 676545)
	Area A on DP 481794	Lot 4 on DP 481794 (CT 676547)	Lots 1, 2 & 3 on DP 481794 (CT 676544, 676545 & 676546)
	Area B on DP 481794	Lot 6 on DP 481794 (CT 676549)	
	Area C on DP 481794	Lot 5 on DP 481794 (CT 676548)	

Form B - continued

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 2002 and/or Schedule Five 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 155A of the Land Transfer Act 1952]

the provisions set out in Annexure Schedule

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule _____]



Form L

Annexure Schedule

Page 1 of 1 Pages

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the modifications in this easement instrument, the modifications must prevail.
2. The cost of establishing, maintaining, repairing or replacing the easement facility will be borne by the registered proprietors who use the easement facility in fair shares according to use but so that no registered proprietor will be required to contribute to the cost of any part of the easement facility that he/she does not use.



View Instrument Details



Instrument No 9900290.5
Status Registered
Date & Time Lodged 10 December 2014 15:15
Lodged By Robinson, Janna Louise
Instrument Type Easement Instrument



Affected Computer Registers Land District

676617	Canterbury
676547	Canterbury
676548	Canterbury
676549	Canterbury
676550	Canterbury
676551	Canterbury
676554	Canterbury
676555	Canterbury
676556	Canterbury
676557	Canterbury
676558	Canterbury
676571	Canterbury
676572	Canterbury
676573	Canterbury
676590	Canterbury
676591	Canterbury
676600	Canterbury
676601	Canterbury
676602	Canterbury
676603	Canterbury
676609	Canterbury
676610	Canterbury

Annexure Schedule: Contains 5 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 9729421.2 has consented to this transaction and I hold that consent

Signature

Signed by John Roger Parkes as Grantor Representative on 22/12/2014 12:05 PM

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

Grantee Certifications

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 John Roger Parkes as Grantee Representative on 22/12/2014 12:05 PM

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

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Lincoln Developments Limited

Grantee

Lincoln Developments Limited

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) 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, or creates the covenant(s) 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way, right to drain sewage and water, right to convey water, electricity, telecommunications and computer media	Area A on DP 481794	Lot 4 on DP 481794 (CT 676547)	Lots 5 & 6 on DP 481794 (CT 676548 & 676549)
	Area B on DP 481794	Lot 6 on DP 481794 (CT 676549)	Lots 4 & 5 on DP 481794 (CT 676547 & 676548)
	Area C on DP 481794	Lot 5 on DP 481794 (CT 676548)	Lots 4 & 6 on DP 481794 (CT 676547 & 676549)
	Area D on DP 481794	Lot 8 on DP 481794 (CT 676551)	Lot 7 on DP 481794 (CT 676550)
	Area E on DP 481794	Lot 7 on DP 481794 (CT 676550)	Lot 8 on DP 481794 (CT 676551)
	Area F on DP 481794	Lot 12 on DP 481794 (CT 676555)	Lot 13 – 15 on DP 481794 (CT 676556 – 676558)

Area G on DP 481794	Lot 13 on DP 481794 (CT 676556)	Lots 12, 14 & 15 on DP 481794 (CT 676555, 676557 & 676558)
Area H on DP 481794	Lot 14 on DP 481794 (CT 676557)	Lots 12, 13 & 15 on DP 481794 (CT 676555, 676556 & 676558)
Area I on DP 481794	Lot 15 on DP 481794 (CT 676558)	Lots 12 – 14 on DP 481794 (CT 676555 – 676557)
Area J on DP 481794	Lot 2000 on DP 481794 (CT 676617)	Lot 11 on DP 481794 (CT 676554)
Area K on DP 481794	Lot 11 on DP 481794 (CT 676554)	Lot 2000 on DP 481794 (CT 676617)
Area AU, P on DP 481794	Lot 28 on DP 481794 (CT 676571)	Lots 29 & 30 on DP 481794 (CT 676572 & 676573)
Area AW, Q on DP 481794	Lot 30 on DP 481794 (CT 676573)	Lots 28 & 29 on DP 481794 (CT 676571 & 676572)
Area AV, R on DP 481794	Lot 29 on DP 481794 (CT 676572)	Lots 28 & 30 on DP 481794 (CT 676571 & 676573)
Area S on DP 481794	Lot 55 on DP 481794 (CT 676602)	Lot 56 on DP 481794 (CT 676603)
Area T on DP 481794	Lot 56 on DP 481794 (CT 676603)	Lot 55 on DP 481794 (CT 676602)
Area U on DP 481794	Lot 44 on DP 481794 (CT 676590)	Lot 45 on DP 481794 (CT 676591)
Area V on DP 481794	Lot 45 on DP 481794 (CT 676591)	Lot 44 on DP 481794 (CT 676590)
Area W on DP 481794	Lot 64 on DP 481794 (CT 676610)	Lot 65 on DP 481794 (CT 676609)
Area X on DP 481794	Lot 65 on DP 481794 (CT 676609)	Lot 64 on DP 481794 (CT 676610)
Area Y on DP 481794	Lot 53 on DP 481794 (CT 676600)	Lot 54 on DP 481794 (CT 676601)

	Area Z on DP 481794	Lot 54 on DP 481794 (CT 676601)	Lot 53 on DP 481794 (CT 676600)
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Form B - continued

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 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby varied ~~negatively~~ ~~added to~~ or ~~substituted~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

the provisions set out in Annexure Schedule

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule _____]~~



Form L

Annexure Schedule

Page 5 of 5 Pages

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail.
2. Where there is conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007 and the modifications in this easement instrument, the modifications must prevail.
3. The cost of establishing, maintaining, repairing or replacing the easement facility will be borne by the registered proprietors who use the easement facility in fair shares according to use but so that no registered proprietor will be required to contribute to the cost of any part of the easement facility that he/she does not use.