

View Instrument Details



Instrument No 12530947.3
Status Registered
Date & Time Lodged 16 August 2022 16:27
Lodged By Whinray, Kathryn Jayne
Instrument Type Easement Instrument



Affected Records of Title	Land District
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1056518	Canterbury
1056519	Canterbury
1056520	Canterbury
1056521	Canterbury
1056522	Canterbury
1056523	Canterbury
1056524	Canterbury
1056525	Canterbury
1056526	Canterbury
1056527	Canterbury
1056528	Canterbury
1056529	Canterbury
1056530	Canterbury
1056531	Canterbury
1056532	Canterbury
1056533	Canterbury
1056534	Canterbury
1056535	Canterbury
1056536	Canterbury
1056538	Canterbury
1056539	Canterbury
1056545	Canterbury
1056550	Canterbury
1056551	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 ☒

Signature

Signed by Toby Ross Giles as Grantor Representative on 02/09/2022 04:05 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 ☒

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 Toby Ross Giles as Grantee Representative on 02/09/2022 04:05 PM

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

Form 22

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

Grantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a ½ share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a ½ share

Grantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a ½ share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a ½ share

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 <i>profit</i>	Shown (plan reference) DP 575588	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Electricity	"T"	Lot 4533 DP 575588 (RT – 1056550)	Lot 4528 DP 575588 (RT – 1056545)
	"U"	Lot 4534 DP 575588 (RT – 1056551)	Lot 4528 DP 575588 (RT – 1056545)
Continued:			

Right of Way, Right to Convey Telecommunications, Electricity & Water and Right to Drain Water & Sewage	"A"	Lot 4521 DP 575588 (RT – 1056538)	Lot 4522 DP 575588 (RT – 1056539)
	"B"	Lot 4522 DP 575588 (RT – 1056539)	Lot 4521 DP 575588 (RT – 1056538)
	"C & T"	Lot 4533 DP 575588 (RT – 1056550)	Lot 4534 DP 575588 (RT – 1056551)
	"D & U"	Lot 4534 DP 575588 (RT – 1056551)	Lot 4533 DP 575588 (RT – 1056550)
	Lot 453	Lot 453 DP 575588 (RT – 1056518 to 1056521)	Lots 4501 – 4504 DP 575588 (RT – 1041918 to 1041921)
	Lot 454	Lot 454 DP 575588 (RT – 1056522 to 1056525)	Lots 4505 to 4508 DP 575588 (RT – 1056522 to 1056525)
	Lot 455	Lot 455 DP 575588 (RT – 1056526 to 1056529)	Lots 4509 to 4512 DP 575588 (RT 1056526 to 1056529)
	Lot 456	Lot 456 DP 575588 (RT – 1056530 to 1056533)	Lots 4513 to 4516 DP 575588 (RT – 1056530 to 1056533)
	Lot 457	Lot 457 DP 575588 (RT – 1056534 to 1056536)	Lots 4517 to 4519 DP 575588 (RT – 1056534 to 1056536)

Form 22 - 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 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]

Rights and Powers:

1. The rights and powers set out in the Fifth Schedule to the Land Transfer Regulations 2018 are herein implied except as they are added to or substituted hereto.
2. Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the modifications in this Easement Instrument the modifications must prevail.
3. No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision of this instrument (whether expressed or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.

The maintenance provisions in the Fifth Schedule to the Land Transfer Regulations 2018 are modified as follows:-

1. The word "equally" in clause 11(2) of the Fifth Schedule to the Land Transfer Regulations 2018 shall be read as "for a reasonable contribution in proportion to their use".
2. Any maintenance, repair or replacement of the right of way, water pipes and drains, sewage/wastewater pipes and drains, and telecommunication, computer media and electricity cables on the Burdened Land or Benefited Land over the stipulated course that is necessary because of any act or omission by the Grantor must be carried out promptly by the Grantor and at the sole cost of the Grantor. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantor responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fifth Schedule to the Land Transfer Regulations 2018).
3. Any maintenance, repair or replacement of the right of way, water pipes and drains, sewage pipes and drains, and telecommunication, computer media and electricity cables on the Burdened Land or Benefited Land over the stipulated course that is necessary because of any act or omission by the Grantee must be carried out promptly by the Grantee and at the sole cost of the Grantee. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantee responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fifth Schedule to the Land Transfer Regulations 2018).