

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

Land registration district

CANTERBURY



EI 7007826.11 Easement

Cpy - 01/01, Pgs - 004, 29/08/06, 08:02



DocID: 211848671

Grantor

Surname(s) must be underlined or in CAPITALS.

KAJENS TRADING & DEVELOPMENT LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

KAJENS TRADING & DEVELOPMENT 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 21st day of July 2006

Attestation

 J.L. Christensen - Director	Signed in my presence by the Grantor Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantor	Heidi Fern Russell Solicitor Christchurch

 J.L. Christensen - Director	Signed in my presence by the Grantee Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantee	Heidi Fern Russell Solicitor 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

21 July 2006

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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)
See Annexure Schedule Page 2 attached			

**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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are **[varied]** **[negatived]** **[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

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

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(Continue in additional Annexure Schedule, if required.)

Schedule A

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way, Right to drain Water & Sewage, Right to convey Water, Electricity, Computer Media, Telecommunications and Liquid Petroleum Gas	D, F on DP 367715	Lot 129 on DP 367715 (278421)	Lot 130 on DP 367715 (278422)
	E, G on DP 367715	Lot 130 on DP 367715 (278422)	Lot 129 on DP 367715 (278421)
	K, M on DP 367715	Lot 133 on DP 367715 (278425)	Lot 134 on DP 367715 (278426)
	L, N on DP 367715	Lot 134 on DP 367715 (278426)	Lot 133 on DP 367715 (278425)
	R on DP 367715	Lot 138 on DP 367715 (278430)	Lot 139 on DP 367715 (278431)
	S on DP 367715	Lot 139 on DP 367715 (278431)	Lot 138 on DP 367715 (278430)
	P on DP 367715	Lot 144 on DP 367715 (278436)	Lot 145 on DP 367715 (278437)
	O on DP 367715	Lot 145 on DP 367715 (278437)	Lot 144 on DP 367715 (278436)
	I on DP 367715	Lot 149 on DP 367715 (278441)	Lot 150 on DP 367715 (278442)
	H on DP 367715	Lot 150 on DP 367715 (278442)	Lot 149 on DP 367715 (278441)
Right to drain Sewage	X on DP 367715	Lot 5 on DP 367715 (278402)	Lot 26 on DP 367715 (278409)
	W on DP 367715	Lot 6 on DP 367715 (278403)	Lot 25 on DP 367715 (278408)
	A on DP 367715	Lot 14 on DP 367715 (278404)	Lot 15 on DP 367715 (278405)
	B on DP 367715	Lot 17 on DP 367715 (278407)	Lot 16 on DP 367715 (278406)
	C on DP 367715	Lot 97 on DP 367715 (278412)	Lot 96 on DP 367715 (278411)
	Q on DP 367715	Lot 143 on DP 367715 (278435)	Lot 144 on DP 367715 (278436)
Right to convey Telecommunications, Computer Media and Electricity	J on DP 367715	Lot 148 on DP 367715 (278440)	Lot 149 on DP 367715 (278441)
	V on DP 367715	Lot 26 on DP 367715 (278409)	Lot 27 on DP 367715 (278410)
	F on DP 367715	Lot 129 on DP 367715 (278421)	Lot 131 on DP 367715 (278423)
	G on DP 367715	Lot 130 on DP 367715 (278422)	Lot 131 on DP 367715 (278423)
	M on DP 367715	Lot 133 on DP 367715 (278425)	Lot 135 on DP 367715 (278427)
	N on DP 367715	Lot 134 on DP 367715 (278426)	Lot 135 on DP 367715 (278427)

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
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

"Annexure Schedule 2"

Terms, conditions, covenants or restrictions in respect of any of the above easements

- 1 The cost of maintaining, repairing or replacing any easement facility or part thereof shall be borne by the registered proprietors for the time being of the lots affected in the same proportion to which they have the actual use and enjoyment thereof, but no registered proprietor shall be liable to contribute to the cost of any such maintenance or repair either:

- (a) which is in respect of any part thereof which is not used by him/her/it or in respect of which use has not commenced; or
- (b) which arises through the omission, neglect or default of any one or more of the other registered proprietors or their tenants, invitees, servants or workmen.

In the latter case the cost of making good such damage or carrying out repairs shall be borne entirely by the registered proprietor or proprietors who caused such damage or necessitated such repairs through their omission, neglect or default.

- 2 No building or other improvements shall be erected or constructed and no trees or shrubs are to be planted in any position that is likely to interfere with the exercise of the rights and powers contained or implied in any easement created herein.

- 3 Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule shall prevail.

Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule, and the modifications in this Easement Instrument, the modifications shall prevail.

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.