



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R. W. Muir
Registrar-General
of Land

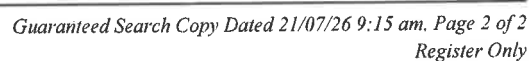
Identifier 1017033
Land Registration District Otago
Date Issued 17 November 2021

Prior References
OT13D/931

Estate Fee Simple
Area 2.2900 hectares more or less
Legal Description Lot 8 Deposited Plan 567302
Registered Owners
Sonya Jane Verdoner

Interests

12232383.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 17.11.2021 at 11:34 am
Subject to a right (in gross) to convey electricity over part marked A on DP 571933 in favour of OtagoNet Limited created by Easement Instrument 12519089.1 - 16.9.2022 at 11:51 am
13268935.1 Mortgage to Kiwibank Limited - 10.4.2025 at 9:54 am



View Instrument Details



Instrument No	12232383.1
Status	Registered
Date & Time Lodged	17 November 2021 11:34
Lodged By	Buxton, Donna Gay
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
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OT13D/931	Otago
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OT166/25	Otago
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Annexure Schedule Contains 5 Pages.

Signature

Signed by Brigid Laura Clinton as Territorial Authority Representative on 17/11/2021 11:13 AM

*** End of Report ***

CLUTHA DISTRICT COUNCIL
CONSENT NOTICE PURSUANT TO SECTION 221
RESOURCE MANAGEMENT ACT 1991
DP 567302

IN THE MATTER of Lots 1-11 being a subdivision of Sections 1 of 29 & 2 of 29 Block III and Part Sections 6, 7, 9, 15 & 16 Block VI Hillend SD comprised in Records of Title OT166/25 & OT13D/931Ltd.

and

IN THE MATTER of Subdivision Consent RM2424 pursuant to Sections 105, 220 & 221 of the Resource Management Act 1991

Pursuant to Section 221 of the Resource Management Act 1991 the Clutha District Council by resolution passed under delegated authority on the 27th day of October 2021 imposed the following conditions of subdivision consent on Lots 1, 4 and 6-10 as follows:-

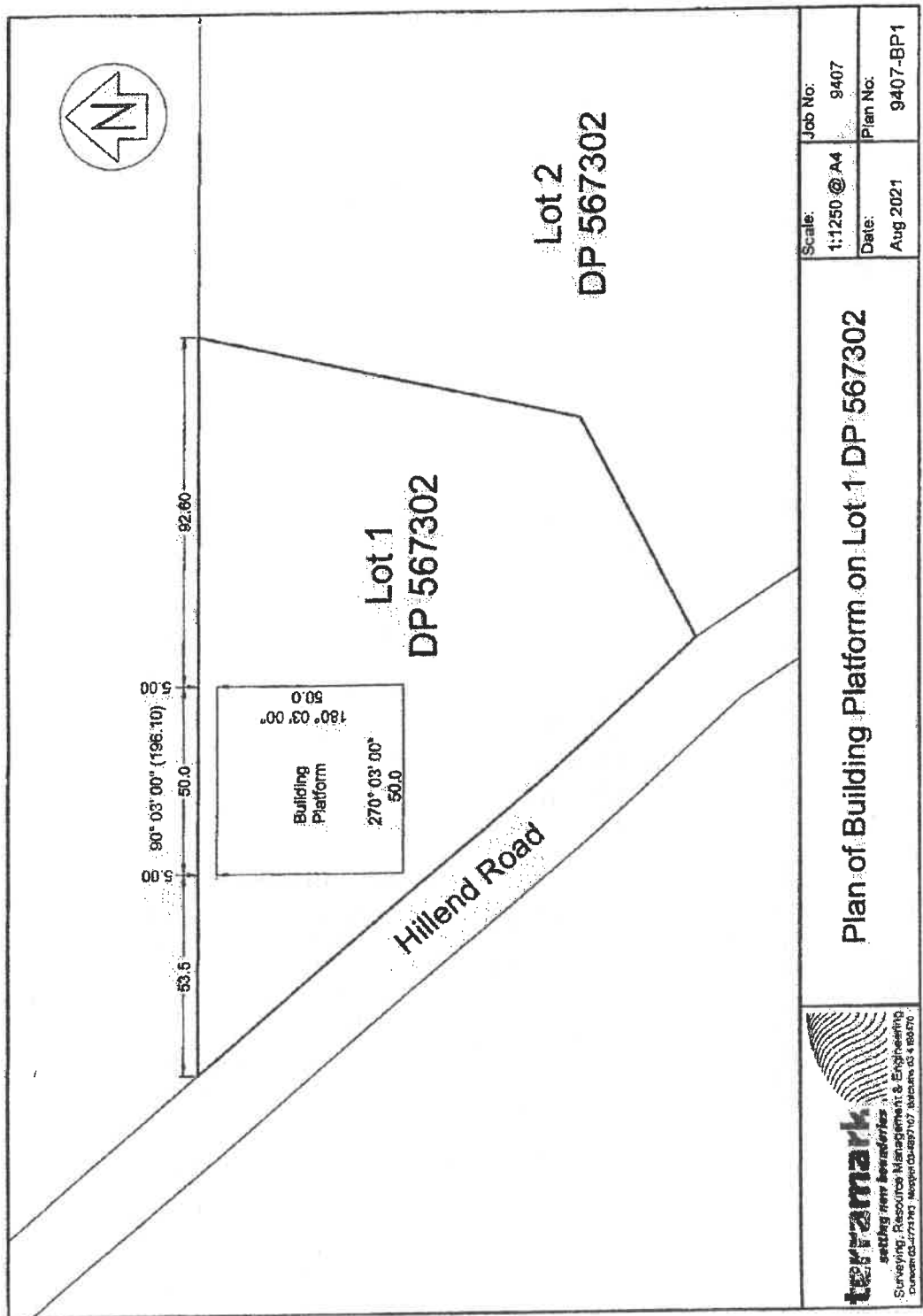
- a) Electricity is to be reticulated by way of underground cable from the boundary of the allotment to each of the residential dwellings.
- b) There are to be no complaints to Council in regards to the dust nuisance associated with Cameron Road and the residential activity on Lots 6-10.
- c) At the time a dwelling is erected, domestic water and firefighting storage shall be provided by a minimum of a 30,000 litre water supply on each allotment. Of this total capacity, a minimum of 20,000 litres shall be maintained at all times as a static firefighting reserve. Alternatively, an 11,000 litre firefighting reserve shall be made available for each dwelling in association with a domestic sprinkler system installed in each dwelling to an approved standard.
- d) A firefighting connection shall be located within 75 metres of any proposed building on the site. In order to ensure that connections are compatible with Fire and Emergency New Zealand equipment the fittings are to comply with the following standards:
 - i. Either: For flooded sources — 70mm Instantaneous Couplings (Female) NZS 4505, or for suction sources - 100mm Suction Couplings (Female) NZFS 4505 (hose tail is to be the same diameter as the threaded coupling e.g. 100mm coupling has 100mm hose tail) provided that the consent holder shall provide written confirmation from the Fire and Emergency New Zealand NZ Fire Service to the Chief Executive to confirm that the couplings are appropriate for firefighting purposes.
 - ii. Flooded and suction sources must be capable of providing a flow rate of 25 litres/sec at the connection point / coupling. The Fire Service connection point / coupling must be located so that it is not compromised in the event of a fire.
 - iii. The connection shall have a hardstand area adjacent to it to allow for a New Zealand Fire Service appliance to park on it. The hardstand area shall be located in the centre of a clear working space with a minimum width of 4.5 metres. Access shall be maintained at all times to the hardstand area.

- (e) Firefighting water supply may be provided by means other than the above if the written approval of the Fire and Emergency New Zealand is obtained for the proposed method.
- (f) That the location and extent of the Building Platforms shall be as shown on the attached Terramark Ltd plans 9407-BP1, 9407-BP2 & 9407-BP3.

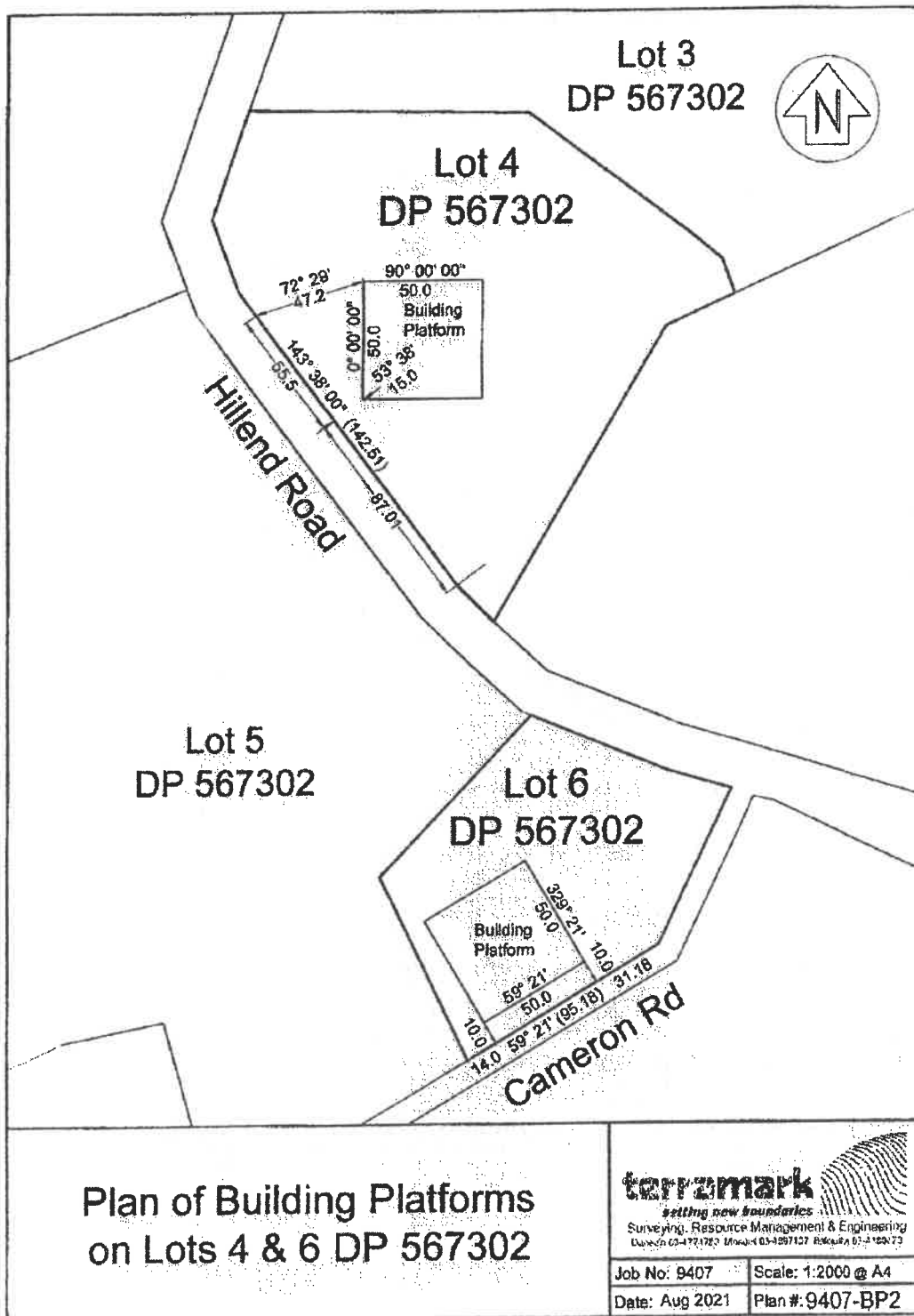
Dated at *Edclutha* this *17th* day of *October* 2021

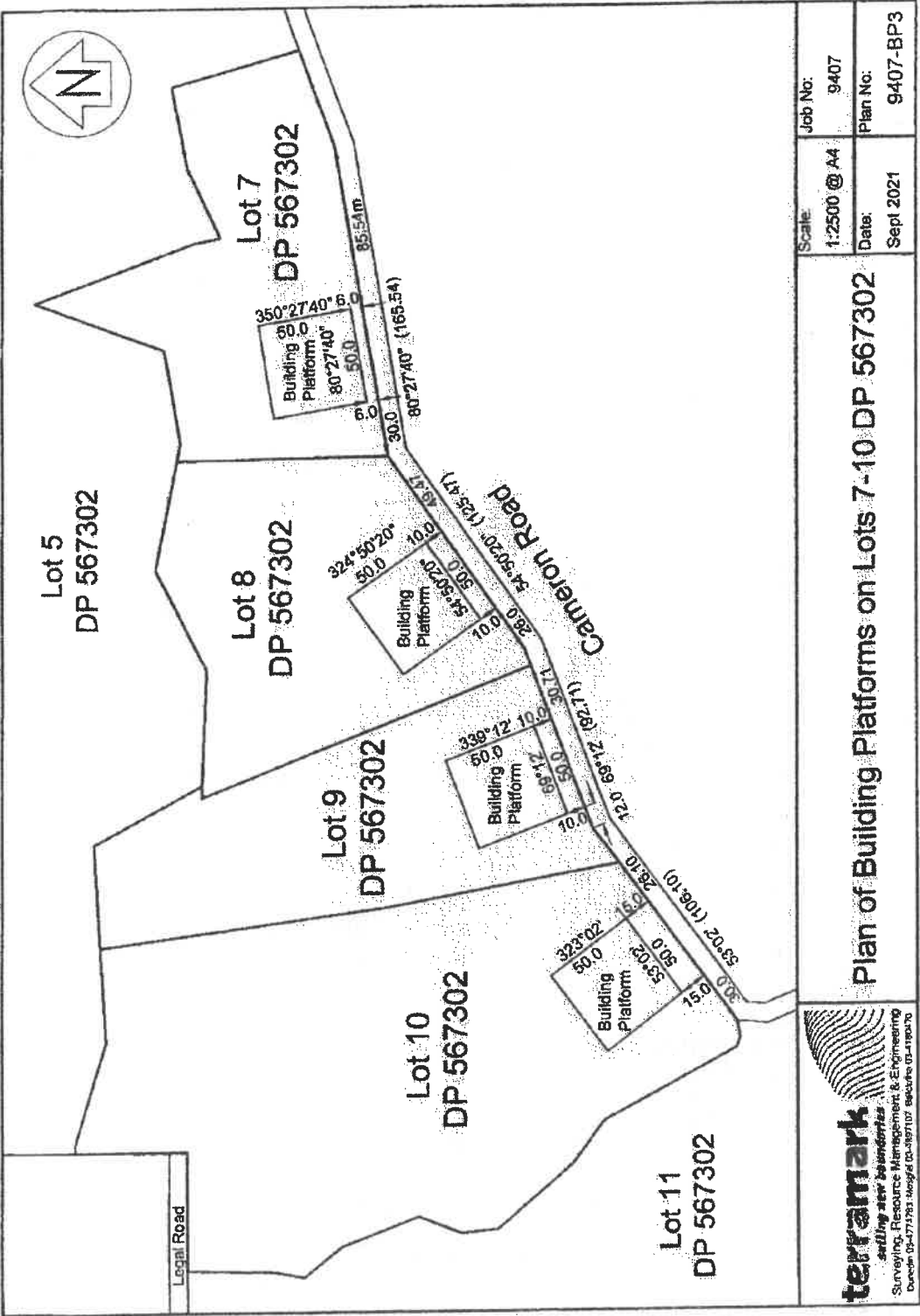


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Group Manager - Planning and Regulatory
CLUTHA DISTRICT COUNCIL



terraviva <i>setting new boundaries</i> Surveying, Resource Management & Engineering Dundee 03 4773 183, Mobile 03 4872 107, Adelaide 03 4 884 670		Scale:	1:1250 @ A4	Job No:	9407
		Date:	Aug 2021	Plan No:	9407-BP1
Plan of Building Platform on Lot 1 DP 567302					





Scale:	Job No:
1:2500 @ A4	9407
Date:	Plan No:
Sept 2021	9407-BP3

View Instrument Details



Instrument No 12519089.1
Status Registered
Date & Time Lodged 16 September 2022 11:51
Lodged By Buxton, Donna Gay
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title 1017033
Land District Otago

Annexure Schedule Contains 10 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 12405715.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Brigid Laura Clinton as Grantor Representative on 16/09/2022 11:29 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 Damien James Pine as Grantee Representative on 15/09/2022 01:52 PM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6266

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

Sections 109 Land Transfer Act 2017

**Grantor****Logan Brent Mackie & Grace Elizabeth Harwood****Grantee****OtagoNet 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

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Electricity	Marked "A" on Deposit Plan 571933	Lot 8 Deposited Plan 567302 (RT 1017033)	In gross

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 _____]

ANNEXURE SCHEDULE TO EASEMENT INSTRUMENT

UNDERGROUND CABLE AND TRANSFORMER/SUBSTATION

1. **DEFINITIONS AND INTERPRETATION**

Definitions

"Agreement" means the Easement Agreement between the Grantor and Grantee in respect of the Easement.

"Conductor" means any wire, cable, bar or tube used or placed in position for the conveyance of electricity.

"Construct" includes construct, lay, suspend, renew, upgrade, replace, change the size of and remove and "Construction" has a similar meaning.

"Earthmat" means a system of interconnected bare Conductors and/or electrodes buried in the earth to connect Equipment to the general mass of the earth.

"Easement" means this easement, together with any schedules or annexures.

"Easement Land" means, as the context requires, any or all of the following areas of the Land:

- a. the area of the Land under which an underground cable may pass;
- b. the area of the Land on and in which the works, electrical installations, and system of Conductors and electrodes will be erected and installed,

each as shown on the Plan.

"Equipment" includes equipment, plant, tools, cables, lines, wires and all materials and items required for the purposes of carrying out any of the rights given in this Easement.

"Electricity Structure" means any structure or other apparatus or appliance of whatever nature not exceeding 20 metres in height associated with the transmission of electricity, light and Telecommunications signals, waves and impulses together with all necessary supports, foundations and other appurtenances.

"Grantee" means the Grantee and includes its successors and assigns.

"Grantor" includes the Grantor's executors, administrators, successors and permitted assigns.

"Land" means the Burdened Land in Schedule A of this Easement.

"Maintain" includes repair, renew, alter, inspect and improve and "Maintenance" has a similar meaning.

"Operate" means the sending, passing, receiving, conducting, transmitting and transporting of electricity and all associated signals, waves or impulses and "Operation" has a similar meaning.

"Persons Under the Control of the Grantee" includes any workmen, contractors, professional advisers or other employees or invitees authorised by the Grantee.

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"Plan" means the plan referred to in Schedule A of this Easement.

"Road" includes road, track and access way.

"Soil" includes gravel or other similar substances.

"Substation" means works or electrical installations, being buildings, Electricity Structures or enclosures, incorporating fittings, that are used principally for the purposes of the distribution of electricity.

"Survey" includes survey, site investigation, drilling and pegging.

"Telecommunication" has the meaning defined in the Telecommunications Act 2001.

"Transmission Line" means all or any part of any cables, wires, earth wires, Conductors or other apparatus, used or intended to be used for the transmission of electricity and ancillary Telecommunication signals and all ancillary signals, waves or impulses; and includes any insulator, foundation, casing, tube, tunnel, minor fixture or other item, Equipment or material used or intended to be used for supporting, securing, enclosing, surrounding or protecting a transmission line; and protecting and facilitating the transmission of electricity and ancillary Telecommunication signals, waves or impulses through the transmission line.

"Vegetation" includes all vegetation both cultivated and natural and includes crops, trees and shrubs but excludes grass.

"Vehicles" includes trucks, tractors, excavators, cranes and aircraft.

Interpretation

1.2 Unless a contrary intention appears:

- a. A reference to a person includes any other entity or association recognised by law and the reverse.
- b. Words referring to the singular number include the plural number and the reverse.
- c. Words referring to one gender including every other gender.
- d. Any reference to any of the parties by their defined terms includes:
 - i. that party's executors, administrators or permitted assigns or both, or being a company its successors or permitted assigns or both; and
 - ii. where the context permits, that party's consultants, contractors, directors, managers, employees, agents and invitees; and
 - iii. in the case of the Grantor, any lessees, occupiers or other such persons within the Grantor's control.
- e. Every agreement or undertaking expressed or implied by which more persons than one agree or undertake any obligation or derive any benefit binds and is for the benefit of such persons jointly and severally.
- f. Clause headings are for reference purposes only.
- g. Where any words or phrases are given a defined meaning any other part or speech or other grammatical form in respect of such word or phrase has a corresponding meaning.

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- h. A reference to any legislation includes a modification and re-enactment of legislation enacted in substitution for, and a regulation, order in council and other instrument from time to time issued or made under, that legislation.
- i. The calculation of all periods of time or notice exclude the day on which the period or notice is given and the day on which the period or notice expires.
- j. Whenever the word "includes" or "including" is used it is deemed to be followed by the words "without limitation".

2. GRANT OF RIGHTS POWERS AND PRIVILEGES

Grant

- 2.1 The Grantor hereby grants to the Grantee as an easement in gross in perpetuity the right to:

- a. erect and install all electrical installations, being buildings, Electricity Structures or enclosures incorporating fittings that are used principally for the purpose of the distribution of electricity, over and under that part of the Easement Land that is marked for the purpose of a Substation on the Plan; and
- b. install a system of interconnected Conductors and/or electrodes buried in the earth to connect Equipment to the general mass of the earth over and in respect of the Easement Land; and
- c. convey electricity, ancillary and associated Telecommunications under the Easement Land,

in each case together with and subject to the following rights, powers and covenants for the Grantee and Persons Under the Control of the Grantee:

d. **Right to Enter for Construction**

The right to enter on to the Land to Survey, Construct and Maintain the Substation, Earthmat and/or Transmission Line, together with any Equipment or Vehicles associated with its Survey, Construction and Maintenance.

e. **Right to Erect Electricity Structures**

The right to erect Electricity Structures for the purpose of electricity transmission on the Easement Land.

f. **Right to Lay Cable**

The right to lay cable for the purpose of electricity transmission under the Easement Land.

g. **Right to Remove Vegetation and Structures**

The right to keep the Easement Land clear of any Vegetation and/or structures which are, or are likely to be, in the opinion of the Grantee a danger or a hazard to the safety or the Operation of the Substation and/or Transmission Line. Removal of Vegetation planted, or structure erected, subsequent to the date of the Agreement shall be at the expense of the Grantor.

h. **Right to Maintain and Operate Substation, Earthmat, Transmission Line**

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The right to enter on the Land, with or without Equipment or Vehicles, for any purposes associated with the Maintenance and Operation of the Substation, Earthmat and/or Transmission Line.

i. **Right to Exclude Entry**

- i. The right in an emergency situation for reasons of public safety or the security of electricity generation to temporarily exclude entry by any person from areas of the Easement Land.
- ii. The parties acknowledge that there may be non-emergency situations where temporary exclusion is warranted but agree that except in the case of emergencies such action shall not be taken by the Grantee without first obtaining the consent of the Grantor which consent shall not be unreasonably withheld or delayed.
- iii. When entry is temporarily excluded from any area the Grantor will not authorise entry thereon by any person except for the purpose of inspecting the condition of that area of the Easement Land or doing any act required for the purposes of this Easement to be done by the Grantor.

j. **Right to Erect Notices**

The right to erect on the Easement Land signs and notices giving warning of danger.

k. **Right to Take Safety Measures**

The right to take such measures as the Grantee reasonably thinks necessary for the safety of persons and property. Except in the case of emergencies the Grantee shall be required to first obtain the consent of the Grantor to take any such measures, provided that the consent of the Grantor shall not be unreasonably withheld or delayed.

l. **Right to Access**

The right to have access to the Easement Land through any land of the Grantor adjacent to it for the purposes of exercising any of the powers granted in this Easement at any time and with and without Vehicles and Equipment provided that:

- i. except in case of emergency no such right shall be exercised without the consent of the Grantor which consent shall not be unreasonably withheld or delayed; and
- ii. such rights shall be exercised in such manner as will minimise damage to the land and disturbance to any occupier.

m. **Easement Land as Access**

The right to use the Easement Land for access to those parts of the Transmission Line situated on land other than the Easement Land.

n. **Right to Make Application**

The right to apply for such Resource Consents as are relevant to the activities authorised by this Easement, provided that the Grantee shall also forward a copy of any such application to the Grantor.

o. **Ancillary Rights**

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The right to do all such acts and things as are reasonably necessary for the better enjoyment of the rights granted by this Easement or consequential thereto.

Disease

- 2.2 The Grantor may limit or prevent access to the Land to the extent reasonably necessary to prevent the spread or outbreak of disease.

3. HEALTH AND SAFETY

Mutual Obligations

- 3.1 In this clause, "workers" and "notifiable event" have the meanings given in the Health and Safety at Work Act 2015.
- 3.2 Each party must:
- a. ensure, so far as is reasonably practicable, the health and safety of workers while they are carrying out work in connection with the easement facility or the Construction, Maintenance and Operation of the Substation, Earthmat and/or Transmission Line;
 - b. ensure, so far as is reasonably practicable, the health and safety of other persons is not put at risk from work carried out in connection with the easement facility or the Construction, Maintenance and Operation of the Substation, Earthmat and/or Transmission Line;
 - c. comply, and ensure its personnel comply, with all of the other party's workplace health and safety rules and procedures provided in advance to the first party when its personnel are at the other party's premises; and
 - d. notify the other party immediately of any notifiable event relating to the easement facility or the Construction, Maintenance and Operation of the Substation, Earthmat and/or Transmission Line and co-operate fully in any investigation into the notifiable event by the other party.

Concurrent Obligations

- 3.3 Where both parties have a duty under the Health and Safety at Work Act 2015 in relation to the easement facility, each party must, so far as is reasonably practicable:
- a. ensure the health and safety of workers and other persons to the extent of its influence and control; and
 - b. to that end, consult, co-operate with and coordinate activities with the other party.

4. GRANTOR'S USE OF EASEMENT LAND

Use

- 4.1 The Grantor may use the Easement Land provided it does not interfere with the rights of the Grantee granted in this Easement.

Loss

- 4.2 The Grantee will not be responsible for any loss or damage suffered by the Grantor in carrying out activities on the Easement Land except where such loss or damage is due to the negligent acts or omissions of the Grantee.

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5. **OBLIGATIONS OF THE GRANTEE**

Maintenance

- 5.1 The Grantee will Maintain the Substation, Earthmat and/or Transmission Line and any Electricity Structures in good repair.

Disturbance

- 5.2 The Grantee will carry out works permitted by this Easement as expeditiously as possible and with as little disturbance to the surface of the Easement Land as possible.

Re-Instatement

- 5.3 The Grantee will reinstate any underground pipes, cables, or other service conduits of the Grantor or any third party having the right to lay, use or Maintain them on any part of the Land which are damaged by the Construction, Maintenance or Operation by the Grantee of any work.

Gates

- 5.4 The Grantee will leave all gates on the Land as it finds them.

Reinstatement of Grantor's Land

- 5.5 The Grantee will reinstate the Land as soon as practicable to a condition equivalent as far as reasonable and practicable to that which existed before Construction as a result of anything done by the Grantee.

Obligations of the Grantee

- 5.6 The Grantee will comply with the provisions of all statutes, ordinances, regulations and by-laws issued made or given by any competent authority in any way relating to its use of the Easement Land.

6. **RESTRICTIONS ON THE GRANTEE'S USE**

Interference

- 6.1 In exercising its rights the Grantee will not unreasonably interfere with the ordinary use of the Land and will cause as little damage as is reasonably possible to the surface of the Land.

Safety

- 6.2 The Grantee will Operate and Maintain the Substation, Earthmat and/or Transmission Line in a safe manner and any Equipment shall be left in as safe a condition as is practicable.

Upgrade

- 6.3 After initial Construction of the Transmission Line the Grantee may upgrade capacity provided voltage does not exceed 110kV.

7. **OWNERSHIP**

Ownership

- 7.1 Any Electricity Structures or Equipment erected or installed on or under the Easement Land shall be the property of the Grantee and may be removed by it but any damage thereby caused shall immediately be remedied by the Grantee at its own cost.

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No Interest

- 7.2 Neither the Grantor nor any mortgagee or chargeholder of the Grantor shall have any interest in Electricity Structures or Equipment owned by the Grantee.

Disclaimer

- 7.3 In the event that there is any charge over the Land, whether by way of debenture, mortgage, lien or otherwise the Grantor will obtain an acknowledgement from the chargeholder disclaiming any interest in the Transmission Line and/or the Electricity Structures.

8. RESTRICTIONS ON THE GRANTOR

- 8.1 The Grantor will not do anything whereby the rights granted to the Grantee may be interfered with or affected in any way and in particular the Grantor will not without the consent in writing of the Grantee:

a. **Structures**

Erect or permit the erection of structures on the Easement Land, or the Land in circumstances where it restricts the access of the Grantee to any Electricity Structure or any part of the Easement Land.

b. **Alterations**

Make any alterations or additions to any Electricity Structure on the Easement Land.

c. **Fence**

Erect any fence:

- i. On the Easement Land which is more than 3 metres high; or
- ii. On the Land in circumstances where it restricts the access of the Grantee to any Electricity Structure or any part of the Easement Land.

d. **Disturb Soil**

Disturb the Soil below a depth of 0.3 metres on the Easement Land.

e. **Vegetation**

Carry out any cultivation or permit any growth of Vegetation on the Land within an area defined in any applicable New Zealand Code of Practice which:

- i. In the opinion of the Grantee may interfere with the Substation, Earthmat and/or Transmission Line; or
- ii. Endangers or causes a nuisance to the Grantee's operation or Persons Under the Control of the Grantee; or
- iii. Transgresses any statutory regulation relating to the Substation, Earthmat and/or Transmission Line.

f. **Fires**

Allow to be lit any fires or burn off Vegetation within 10 metres of the Easement Land.

g. **Damage**

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Do anything on the Easement Land that will, or could reasonably be expected to, damage or endanger the Substation and/or Transmission Line.

h. **Pegs**

Disturb any Survey pegs or markers placed on the Easement Land by the Grantee.

i. **Development**

Develop or use the Land in a way which would prevent the Grantee from exercising its rights.

j. **Access**

Impede the Grantee's access over the Land and the Easement Land.

k. **Flooding**

Knowingly cause or permit flooding of the Easement Land.

Breach

- 8.2 If the Grantor consents to or causes or permits any breach of the obligations in this Easement, the Grantee shall be entitled to take all reasonable steps to abate or remedy the particular breach including, but not limited to, the trimming or renewal of Vegetation, the removal or reduction of Structures, fences or stockpiles and any other steps necessary for the protection of the Substation and/or Transmission Line on the Easement Land and in the absence of negligence or recklessness, the Grantee shall not be liable to the Grantor, whether in contract, tort or otherwise, for any loss, compensation, damage or expenses incurred or suffered by the Grantor.

9. **FENCING**

- 9.1 The Grantee will not be required by the Grantor to erect any fence.

10. **ASSIGNMENT**

- 10.1 The Grantee may, transfer, lease, assign or licence (a "Disposition") all or any part of its estate or interest in the Easement Land and/or the rights in this Easement or any parts of those rights without the consent of the Grantor, but subject to the rights and obligations set out in this Easement provided that any Disposition is accompanied by a disposition of the Substation and/or Transmission Line.

11. **FURTHER ASSURANCE**

- 11.1 Each party shall at the request of the other party execute and deliver any further documents or assurances and do all acts and things reasonably required by the other party to give full force and effect to this Easement.

12. **NON MERGER**

- 12.1 The agreements, obligations and warranties of the parties shall not merge on registration of this Easement except where stated otherwise in the Agreement.

13. **SURRENDER OF EASEMENT**

- 13.1 In the event that the Grantee no longer requires the benefit of this Easement or has discontinued the use of the Easement Land for a Substation, Earthmat or Transmission Line for a continuous period of two years the Grantee shall at its expense:

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[Signature]

- a. Remove the Substation, Earthmat and/or Transmission Line and Structures associated with the Substation, Earthmat and/or Transmission Line; and
- b. Reinststate the Land as soon as practical after removal to a condition equivalent as far as reasonable and practicable to that which existed before removal; and
- c. Surrender this Easement.

14. GOVERNING LAW

- 14.1 This Easement is governed by, and is to be construed in accordance with, the laws of New Zealand.

15. DISPUTES

- 15.1 Any dispute arising between the parties to this Easement which touches the construction meaning or effect of this Easement or the rights or liabilities of the parties to this Easement shall, unless otherwise specifically agreed in writing between the parties, referred to an arbitration conducted in accordance with the provisions of the Arbitration Act 1996 of New Zealand or any statutory modification or re-enactment of that Act which may at the time of the dispute be in force.

16. LIMITATION OF LIABILITY

- 16.1 The Grantor is not liable to the Grantee for any loss or damage other than through the wilful act or default of the Grantor.

16.2

- a. This clause 16.2 only applies if the Grantors are trustees of a trust (a "Trustee").
- b. This Easement binds all Trustees personally unless a Grantor is an Independent Trustee. The Grantee's rights pursuant to this Easement against a Trustee will only be limited to the assets of the Trust in respect of the Independent Trustee but only if the Grantor is an Independent Trustee.
- c. A Grantor is an "Independent Trustee" for the purposes of this clause 16.2 if they have no right to or interest in any of the assets of the trust except in their capacity as a Trustee of the trust. For clarification, if the Grantor is a beneficiary of the trust then the Grantor is not an "Independent Trustee".
- d. If any Grantor is not an Independent Trustee, the Grantee may seek to recover pursuant to this Easement from the Grantor's personal assets as well as from the trust assets.
- e. For the purposes of Section 153(2) of the Land Transfer Act 2017, none of the terms set out in this clause 16.2 applicable to trustees are to be, or are to be construed, as notice of any trust.

GH LM



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