

View Instrument Details



Instrument No 9574749.8
Status Registered
Date & Time Lodged 02 December 2013 11:48
Lodged By Spencer, Whytney Nicole Eulalie
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers Land District

627704	Canterbury
627705	Canterbury
627706	Canterbury
627717	Canterbury
627718	Canterbury
627719	Canterbury
627728	Canterbury
627729	Canterbury
627730	Canterbury
627735	Canterbury
627739	Canterbury

Annexure Schedule: Contains 3 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 7641609.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Mary Elizabeth Johnston as Grantor Representative on 29/11/2013 05:15 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 Mary Elizabeth Johnston as Grantee Representative on 29/11/2013 05:15 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

HORNCastle HOMES LIMITED

Grantee

HORNCastle HOMES 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 water and sewage, right to convey water, electricity, telecommunications and computer media (Continued on Annexure Schedule)	H & I on DP 468088 J & K on DP 468088 O, P, Q & R on DP 468088	Lot 28 - CR 627729 Lot 27 - CR 627728 Lot 301 - CR 627735	Lot 27 - CR 627728 Lot 28 - CR 627729 Lot 14 - CR 627717

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 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]~~

Form L**Annexure Schedule**

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Insert instrument type

Easement Instrument

*Continue in additional Annexure Schedule, if required***Continuation of Schedule A**

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown on DP 468088	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) <i>or</i> in gross
Right to drain sewage	E	Lot 3 – CR 627706	Lots 1 & 2 - CRs 627704 & 627705
	F & AI	Lot 2 – CR 627705	Lot 1 – CR 627704
	O	Lot 301 – CR 627735	Lots 15 & 16 & that part of Lot 305 marked M & N – CRs 627718, 627719 & part CR 627739
	P	Lot 301 – CR 627735	Lot 16 & that part of Lot 305 marked M & N – CR 627719 & part CR 627739
	Q	Lot 301 – CR 627735	Lot 16 & that part of Lot 305 marked M & N – CR 627719 & part CR 627739
	S	Lot 15 – CR 627718	Lot 16 & that part of Lot 305 marked M & N – CR 627719 & part CR 627739
	T	Lot 16 – CR 627719	that part of Lot 305 marked M & N – part CR 627739
Right to drain water	E	Lot 3 – CR 627706	Lots 1 & 2 - CRs 627704 & 627705
	F & AI	Lot 2 – CR 627705	Lot 1 – CR 627704
Right to convey electricity	I	Lot 28 – CR 627729	Lot 29 – CR 627730
	K	Lot 27 – CR 627728	Lot 29 – CR 627730
	O	Lot 301 – CR 627735	Lot 15 – CR 627718

Form L
Annexure Schedule

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Insert instrument type

Easement Instrument

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 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.
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 Schedule Five of the Property Law Act 2007, the provisions of Schedule Five shall prevail.

Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007 and the modifications in this Easement Instrument, the modifications shall prevail.