

View Instrument Details



Instrument No 9503585.3
Status Registered
Date & Time Lodged 20 September 2013 15:09
Lodged By Davie, Benjamin Robert
Instrument Type Easement Instrument



Affected Computer Registers Land District

574940 Canterbury

574941 Canterbury

Annexure Schedule: Contains 2 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 9268222.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Benjamin Robert Davie as Grantor Representative on 20/09/2013 03:08 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 ☒

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 Benjamin Robert Davie as Grantee Representative on 20/09/2013 03:08 PM

*** End of Report ***

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

Grantor

Graeme CALCOTT, Denise Fay CALCOTT and Anthony Murray RICHARDSON

Grantee

CHORUS NEW ZEALAND 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) 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	Easement Land Shown (plan reference)	Servient tenement (Computer Register)	Dominant tenement (Computer Register) or in gross
Right to convey telecommunications and computer media	Area A on DP 451205	Lot 1 DP 451205 Computer Freehold Register 574940	Chorus New Zealand Limited (in gross)
	Area B on DP 451205	Lot 2 DP 451205 CT 574941	

Easements or *profit 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 fifth schedule of the Property Law Act 2007.

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}.

Annexure Schedule 2

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Insert instrument type

Easement

Continue in additional Annexure Schedule, if required.

Continuation of "Estate or Interest or Easement to be Created":

- 1** The easement facility includes any "lines", "works", "existing lines" and "existing works" as defined in the Telecommunications Act 2001, owned by the grantee.
- 2** This grant of easement is not in substitution for, and is without prejudice to, such statutory rights and authorities as the grantee may have from time to time in respect of the Servient tenement.
- 3** The grantor has paid to the grantee the sum of \$153.33 (including GST), the receipt of which is hereby acknowledged, for administrative costs associated with the grant of this easement.