

View Instrument Details



Instrument No 12447859.3
Status Registered
Date & Time Lodged 06 July 2023 09:18
Lodged By Stack, Caitlin Anne
Instrument Type Easement Instrument



Affected Records of Title	Land District
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1055293	Canterbury
1055294	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 12214943.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Caitlin Anne Stack as Grantor Representative on 03/07/2023 11:41 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 Caitlin Anne Stack as Grantee Representative on 03/07/2023 11:41 AM

*** 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**

Jeremy Charles TOD and Nicola Anne TOD

Grantee

Jeremy Charles TOD and Nicola Anne TOD

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 of Way, right to convey electricity, & telecommunications	"A" on DP 575350	Lot 2 DP 575350 (RT1055294)	Lot 1 DP 575350 (RT 1055293)

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 1]

ANNEXURE SCHEDULE 1

- 1.1 The rights and powers prescribed to easements under the Fifth Schedule to the Land Transfer Regulations 2018 (the Fifth Schedule) and the Fifth Schedule to The Property Law Act 2007 (the Fifth PLA Schedule) apply to the specific classes of easement created by this Easement Instrument, unless modified by addition or variation in this Schedule, listed below.
- 1.2 Where there is a conflict between the provisions of the Fifth Schedule and the Fifth PLA Schedule the provisions of the Fifth PLA Schedule prevail.
- 1.3 Where there is a conflict between the provision of the Fifth Schedule and/or the Fifth PLA Schedule, and the modifications in this Easement Instrument, the modifications of this Easement Instrument prevail.
- 1.4 The following modifications of this Easement Instrument are applicable to all of the easements created by this Easement Instrument:
 - a. Any maintenance, repair or replacement of any easement facility, including but not limited to rights of way, electric power cables and telecommunications on the burdened land or benefited land, that are necessary because of any act or omission by the Grantee (or any of the Grantees if more than one), or the Grantor (including any agents, employees, contractors, subcontractors and invitees of the Grantee or Grantor) must be carried out promptly by that Grantee or Grantor at their sole cost (or in proportion to their responsibility if there shall be more than one party responsible at the time of the act or omission).
 - b. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantee or 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).
 - c. No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in the Easement Instrument (whether express or implied) or for any other cause, it being the intention of the Grantor and Grantee that each easement shall subsist for all time unless it is surrendered.
 - d. Notwithstanding anything contained or implied in this Easement Instrument to the contrary, all easement facilities (and appurtenant equipment or accessories) relating to the Right to Convey Electricity and the Right to Convey Telecommunications situated on the burdened land shall be installed underground (or in the case of necessary manholes, at ground level); so that no wires, cables (containing wire or other media conducting materials), conduits and other equipment and accessories forming part of such easement facilities (and appurtenant equipment or accessories) shall be installed overhead or by poles or towers.