

View Instrument Details



Instrument No 9919175.2
Status Registered
Date & Time Lodged 08 December 2014 09:28
Lodged By Frampton, Lauraine Beverley
Instrument Type Easement Instrument



Affected Computer Registers Land District

680225	Canterbury
680226	Canterbury
680227	Canterbury
680228	Canterbury

Annexure Schedule: Contains 4 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 9459145.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Lauraine Beverley Frampton as Grantor Representative on 17/12/2014 03:26 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 Lauraine Beverley Frampton as Grantee Representative on 17/12/2014 03:26 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

K DEVELOPMENTS LIMITED

Grantee

K DEVELOPMENTS 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 *profits(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 convey power, telecommunications and computer media and water, Right to drain stormwater	A on DP 482814	Lot 2 DP 482814	Lots 3 & 4 DP 482814
	B on DP 482814	Lot 1 DP 482814	Lot 2 DP 482814
	G on DP 482814	Lot 1 DP 482814	Lots 2, 3 & 4 DP 482814
	C on DP 482814	Lot 2 DP 482814	Lots 3 & 4 DP 482814
	D on DP 482814	Lot 3 DP 482814	Lot 4 DP 482814
Right to drain stormwater	A on DP 482814	Lot 2 DP 482814	Lot 1 DP 482814
	F on DP 482814	Lot 1 DP 482814	Lots 2, 3 & 4 DP 482814
Right of way	E on DP 482814	Lot 4 DP 482814	Lot 3 DP 482814
Right to drain sewage	N on DP 482814	Lot 3 DP 482814	Lot 4 DP 482814
	O on DP 482814	Lot 2 DP 482814	Lots 3 & 4 DP 482814
	P on DP 482814	Lot 1 DP 482814	Lots 2, 3 & 4 DP 482814
Party Wall	H on DP 482814	Lot 1 DP 482814	Lot 2 DP 482814
	I on DP 482814	Lot 2 DP 482814	Lot 1 DP 482814
	J on DP 482814	Lot 2 DP 482814	Lot 3 DP 482814

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	K on DP 482814	Lot 3 DP 482814	Lot 2 DP 482814
	L on DP 482814	Lot 3 DP 482814	Lot 4 DP 482814
	M on DP 482814	Lot 4 DP 482814	Lot 3 DP 482814

Form B - continued

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 Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby varied by:

[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***ANNEXURE SCHEDULE 2****Easement Provisions**

- 1 The current provision under clause 11(2) of the 4th Schedule to the land Transfer Regulations 2002 shall be deleted and replaced by the following provisions:

1.1 11(2)(a) If the grantee (or grantees, if more than 1) and the grantor share the use of the easement facility, each of them shall be responsible for the repair and maintenance of the easement facility and for the associated costs, in shares that are proportionate to their use of the same.

1.2 11(2)(b) If any maintenance, repair or replacement of the easement facility becomes necessary through any act, neglect, default or omission of the grantee or the grantor, then such grantee or grantor shall bear the whole of the cost of such maintenance, repair or replacement. Where the act, neglect, default or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act, neglect, default or omission, with the balance payable in accordance with clause 11(2)(a) above.

- 2 Other than as varied above the rights and powers prescribed by the 4th Schedule to the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007 shall apply to the easements as listed under Schedule A of this easement instrument.

3 **Party Wall easement:**

3.1 **Interpretation**

In this instrument unless the context otherwise requires:

"costs" means the costs of installation, creation, establishment, repair, maintenance and serving of any article, property or facility used or needed for the proper exercise of the rights created by this certificate.

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"the Grantee" in relation to each easement means the registered proprietor for the time being of the dominant land to which the relevant easement is appurtenant.

"the Grantor" in relation to each easement means the registered proprietor for the time being of the servient land which is subject to the relevant easement.

"party wall" means a party wall erected on any party wall area and includes:

- (a) any extension, modification or addition to any party wall;
- (b) any new party wall erected in substitution for a demolished party wall;
- (c) all foundations supporting a party wall; and
- (d) any part of a party wall.

"party wall area" means that part of the land described in the first schedule as being subject to a party wall easement.

"party wall easement" means the rights recorded by this instrument in relation to each party wall area.

4 Party Wall Easements

The following provisions shall apply:

- (a) The Grantee has the right to:
 - i. erect a party wall on the party wall area;
 - ii. modify any party wall within the limits of the party wall area;
 - iii. use, encroach on and enjoy for the purpose of a party wall the party wall area;
 - iv. use and enjoy the support and enclosure of the structure on the servient land afforded by the party wall and the land upon which it stands; and
 - v. use and enjoy the foundations and construction of the party wall and any extension of the party wall below the surface of the party wall area.
 - vi. demolish any existing party wall (including such part of any buildings necessarily involved or required to be demolished) and build upon the party wall area a suitable substitute party wall ("a substitute party wall") as may reasonably be required.
- (b) The construction of any party wall, any substitute party wall and any modification to any party wall shall be carried out:
 - i. in a proper and competent manner;
 - ii. in accordance with plans and specifications approved by the Grantor and the Grantee (such approval not be unreasonably withheld) before any work (including any demolition work) is commenced;
 - iii. in accordance with the requirements of law and the local authority having jurisdiction;
 - iv. with all reasonable speed;
 - v. in such manner as to cause as little disturbance and nuisance as possible to the other party and the occupiers and users of the other property; and

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- vi. in such manner as to ensure that the party wall, any building supported by the party wall and any property affected shall not be rendered unstable or unsafe or jeopardised in any manner.
- (c) A party exercising any rights under these conditions shall make good, at the expense of that party, any damage which may be caused to the other property and any improvements situated on the other property.
- (d) A party shall not be liable to contribute towards the cost of erection, maintenance, repair or modification of any party wall, unless and until such party makes use of such party wall or such modifications.
- (e) The provisions of clause 3 shall apply to a substitute party wall.