

View Instrument Details



Instrument No 12185141.7
Status Registered
Date & Time Lodged 21 January 2022 17:16
Lodged By Hollman, Karyn Elizabeth
Instrument Type Easement Instrument



Affected Records of Title	Land District
1008693	South Auckland
1008694	South Auckland
1008695	South Auckland
1008696	South Auckland
1008697	South Auckland
1008698	South Auckland
1008699	South Auckland

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 10566001.4 has consented to this transaction and I hold that consent ☒

Signature

Signed by Karyn Elizabeth Hollman as Grantor Representative on 19/01/2022 09:08 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 Karyn Elizabeth Hollman as Grantee Representative for Colin David Meadowcroft, Trudy Louise Meadowcroft, Legacy Trustee Services (Meadowcroft) Limited on 19/01/2022 09:08 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 Carolyn Faye Cooper as Grantee Representative for Julie Anita Du Pain, Nicolas Lonsdale Du Pain on 21/01/2022 04:43 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**

Trudy Louise MEADOWCROFT, Colin David MEADOWCROFT and LEGACY SERVICES TRUSTEE (MEADOWCROFT) LIMITED

Grantee

Trudy Louise MEADOWCROFT, Colin David MEADOWCROFT, LEGACY SERVICES TRUSTEE (MEADOWCROFT) LIMITED (as to Lots 2, 3, 4, 5, 6, 7 DP 565148) and Julie Anita DU PAIN and Nicolas Lonsdale DU PAIN (as to Lot 1 DP 565148)

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 <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way, Right to convey electricity, Right to convey telecommunications, Right to convey water	B on DP 565148	Lot 3 on DP 565148 (1008695)	Lots 2, 6, 7 DP 565148 (1008694, 1008698, 1008699)
	G on DP 565148	Lot 3 on DP 565148 (1008695)	Lots 6, 7 DP 565148 (1008698, 1008699)
	C, E on DP 565148	Lot 4 on DP 565148 (1008696)	Lots 2, 3, 5, 6, 7 DP 565148 (1008694, 1008695, 1008697, 1008698, 1008699)
	D, F on DP 565148	Lot 5 on DP 565148 (1008697)	Lots 2, 3, 4, 6, 7 DP 565148 (1008694, 1008695, 1008696, 1008698, 1008699)
	H on DP 565148	Lot 7 on DP 565148 (1008699)	Lots 3, 6 DP 565148 (1008695, 1008698)
[continued on p2 Annexure Schedule]			

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] [negatived] [added to] or [substituted] by:

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

[the provisions set out in Annexure Schedule **3**]

Annexure Schedule

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Continuation of Schedule A

Purpose of easement	Shown on DP 565148	Burdened Land	Benefited Land (or in gross)
Right of way, Right to convey electricity, Right to convey telecommunications, Right to convey water	J	Lot 6 DP 565148 (1008698)	Lot 7 DP 565148 (1008699)
Right to drain sewage	B	Lot 3 DP 565148 (1008695)	Lots 2, 6, 7 DP 565148 (1008694, 1008698, 1008699)
	G	Lot 3 DP 565148 (1008695)	Lots 6, 7 DP 565148 (1008698, 1008699)
	I, E	Lot 4 DP 565148 (1008696)	Lot 1 DP 565148 (1008693)
	L	Lot 4 DP 565148 (1008696)	Lot 2 DP 565148 (1008694)
	J	Lot 6 DP 565148 (1008698)	Lot 7 DP 565148 (1008699)
	H	Lot 7 DP 565148 (1008699)	Lot 6 DP 565148 (1008698)
Right to drain water	B, K	Lot 3 DP 565148 (1008695)	Lots 2, 4, 5, 6, 7 DP 565148 (1008694, 1008696, 1008697, 1008698, 1008699)
	G	Lot 3 DP 565148 (1008695)	Lots 6, 7 DP 565148 (1008698, 1008699)
	C, E	Lot 4 DP 565148 (1008696)	Lot 5 DP 565148 (1008697)
	J	Lot 6 DP 565148 (1008698)	Lot 7 DP 565148 (1008699)
	M	Lot 2 DP 565148 (1008694)	Lots 3, 4, 5, 6, 7 DP 565148 (1008695, 1008696, 1008697, 1008698, 1008699)

Annexure Schedule

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2015/5049

APPROVED

Registrar-General of Land

*Insert instrument type***EASEMENT INSTRUMENT***Continue in additional Annexure Schedule, if required*

The rights and powers implied in the above easements are those prescribed by Schedule 5 of the Land Transfer Regulations 2018 (the "regulations") and Schedule 5 of the Property Law Act 2007, but modified as set out below.

Modifications

- (a) In clause 10(1)(b) of the regulations the words "and for which the grantor has given prior consent" are deleted and clause 10(2) of the regulations is deleted.
- (b) Nothing in clause 10(3) shall apply to any wall or other improvement or natural feature that is located on or within the easement area as at the date of this instrument and any replacements.
- (c) For the purposes of clause 11 of the regulations and clauses (d) and (e) below, "easement facility" in relation to the right of way easements includes the associated soakholes in accordance with the design approved by Whakatane District Council.
- (d) The words "repair and maintenance of the easement facility" shall, for the purposes of clause 11 of the regulations, extend to and include the establishment, laying, installing and/or construction of the easement facility.
- (e) Any maintenance, repair or replacement of the easement facility that is necessary because of any act or omission by any user (being either or all the owners of the burdened land or the benefited land) of the easement facility (which includes any of their agents, employees, contractors, subcontractors or invitees of the user) must be carried out promptly by that user at the sole cost of that user or in such proportion as relates to the act or omission.
- (f) The grantee acknowledges that its right to use the easement area may be shared with one or more utility suppliers and that utility infrastructure (for example electrical and telecommunications cabling, gas, water supply and sewerage pipelines) may be buried within the easement area. Accordingly the grantee will obtain reference maps or have the locations of such infrastructure marked before digging within the easement area, so as to avoid damaging the utility infrastructure and causing danger to persons or property.
- (g) Where there is a conflict between the provisions of Schedule 5 of the Land Transfer Regulations 2018 and the provisions of Schedule 5 of the Property Law Act 2007, the latter must prevail. Where there is conflict between the provisions of Schedule 5 of the Land Transfer Regulations 2018 and/or the provisions of Schedule 5 of the Property Law Act 2007 and the modifications in this Easement Instrument, the modifications must prevail.

If this annexure schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.