

View Instrument Details



Instrument No 13017721.3
Status Registered
Date & Time Lodged 13 June 2024 09:55
Lodged By Elliott, Tita Louise Harnett
Instrument Type Easement Instrument



Affected Records of Title	Land District
1182845	Canterbury
1182846	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 ☒

Signature

Signed by Tita Louise Harnett Elliott as Grantor Representative on 24/05/2024 02:17 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 Andrew John Kirk as Grantee Representative on 27/05/2024 01:40 PM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre**(Section 109 Land Transfer Act 2017)***Grantor****FLETCHER RESIDENTIAL LIMITED****Grantee****ENABLE NETWORKS LIMITED****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 of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Telecommunications	Area A on DP 603929	Lot 1 DP 603929 (RT 1182845)	Enable Networks Limited (in gross)
	Area B on DP 603929	Lot 2 DP 603929 (RT 1182846)	

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~~ ~~negated~~ [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

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

1.	Definitions
1.1	In this Easement Instrument unless the context otherwise requires: Act means the Telecommunications Act 2001. Burdened Land means the land owned by the Grantor and described in Schedule A. Easement means the easement granted in this Easement Instrument. Easement Land means those parts of the Burdened Land marked "A" and "B" on Deposited Plan 603929. Grantee means Enable Networks Limited and includes the successors, assigns, servants and agents of the Grantee. Grantor means Fletcher Residential Limited and includes the successors, assigns, servants and agents of the Grantor. Line has the meaning given to that word in the Act and Lines has the same meaning. Telecommunication has the meaning given to that word in the Act. Works has the meaning given to that word in the Act.
2.	Grants
2.1	The Grantor grants to the Grantee the full free right, liberty and licence for all time from the date of registration of this Easement Instrument for the Grantee, its engineers, surveyors, servants, agents, employees, contractors and invitees from time to time and at all times: 2.1.1 to lay and maintain a Line or Lines in, over and under the soil of the Easement Land and to use such Line or Lines for the purposes of Telecommunication without interruption or impediment; and 2.1.2 subject to clause 3.3, to enter upon the Burdened Land with or without vehicles and with or without materials, machinery and implements and to remain there for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing, upgrading or altering any Line or Lines and to open up the soil for the Easement Land and to make any cuttings, fillings, grades, batters or trenches and to reopen the same and generally to do and perform such acts or things upon the Easement Land as may be necessary to enable the Grantee to receive the full free use and enjoyment of the rights and privileges granted under this instrument; on the terms and conditions set out in this Easement Instrument.

3. **Grantee's Rights and Obligations**

- 3.1 This 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 Burdened Land.
- 3.2 The ownership of all Lines and Works installed in, over or under the Burdened Land from time to time by the Grantee shall at all times remain vested in the Grantee and no person shall have any estate or interest in such Lines or Works by reason only of having an interest or an estate in the Burdened Land.
- 3.3 The Grantee will on each occasion give the Grantor reasonable prior notice of its intention to enter on the Burdened Land for the purposes described in clause 2.1 provided that in the event of an emergency the Grantee may enter the Easement Land without notice to the extent necessary to deal with the emergency.

4. **Grantor's Obligations**

- 4.1 The Grantor will not without the Grantee's written permission:
- 4.1.1 erect or permit to be erected any improvements on the Easement Land including buildings and fences;
 - 4.1.2 grow or permit to be grown any vegetation (including trees and shrubs) on the Easement Land;
 - 4.1.3 excavate or deposit material on the Easement Land; or
 - 4.1.4 grant any easement, right or interest in the Easement Land to any third party,
- if such actions will or may interfere with, impede, restrict or adversely affect the rights of the Grantee under this Easement Instrument or the efficient operation of its Works or endanger the continuity or safety of the supply of Telecommunications.

5. **Surrender**

The Grantee shall be entitled to surrender the Easement at any time by giving to the Grantor three months' notice in writing to that effect and forthwith upon receipt of such notice the Grantor shall join with the Grantee in executing and registering a surrender of the Easement evidenced by the Easement Instrument.

6. **Miscellaneous**

- 6.1 Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the modifications in this Easement Instrument, the modifications prevail. The rule of construction known as the contra proferentem rule does not apply to this Easement Instrument.
- 6.2 The Grantee may assign, transfer, lease or licence all or any part of its rights under this Easement Instrument without requiring the consent of the Grantor.
- 6.3 There is no power in this Easement Instrument for the Grantor to terminate any of the Grantee's rights due to the Grantee breaching any term of this Easement Instrument or for any other reason.
- 6.4 Clause 14(c) of the Fifth Schedule of the Land Transfer Regulations 2018 is amended by

deleting the reference to 14 working days and replacing it with 60 days.

7. Default Provisions

7.1 Without prejudice to any other liability the Grantor may have to the Grantee, if there is any breach or non-observance on the part of the Grantor of any provision of this Easement Instrument, the Grantor will:

7.1.1 cure the breach or non-observance complained of by the Grantee; and

7.1.2 if demanded by the Grantee, pay liquidated damages to the Grantee in the sum of \$250.00 per day for every day that such breach or non-observance continues after the date upon which written demand to cure the breach or non-observance has been given.

8. Arbitration

8.1 Without prejudice to the rights of the Grantee under clause 7, if any dispute arises concerning this Easement, the parties to the dispute will enter into negotiations in good faith to resolve that dispute.

8.2 If the dispute is not resolved within 20 working days from the date on which the parties begin their negotiations the parties will submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, the person appointed may act as an expert and not as an arbitrator.

8.3 If the appointment of a single arbitrator cannot be agreed upon within a further period of 10 working days an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society or his/her nominee on the application of either party.

8.4 The arbitrator will determine the dispute in accordance with the provisions of the Arbitration Act 1996 (and its amendments) or any enactment passed in substitution.