

View Instrument Details



Instrument No 10369087.2
Status Registered
Date & Time Lodged 31 March 2016 17:18
Lodged By Murray, Barbara Rae
Instrument Type Easement Instrument



Affected Computer Registers Land District

722739	Canterbury
381181	Canterbury
625607	Canterbury
625857	Canterbury
625858	Canterbury
692927	Canterbury
692929	Canterbury
722737	Canterbury
722738	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 Sirena Lisa Blair as Grantor Representative on 31/03/2016 09:18 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 Sirena Lisa Blair as Grantee Representative on 31/03/2016 09:19 AM

*** End of Report ***

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

2015/6246
APPROVED
Registrar-General of Land

Page 1 of 4 pages

Grantor

CDL LAND NEW ZEALAND LIMITED

Grantee

CDL LAND 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) or *profit(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
Land Covenants		Lot 3200 DP 494193 (CFR 722739)	Lot 3030 DP 494193 (CFR 722737), Lot 1 DP 467428 (CFR 625607), Lot 2 DP 467428 (CFR 625857), Lot 3 DP 467428 (CFR 625858), Lot 2 DP 395420 (CFR 381181), Lot 3088 DP 494193 (CFR 722738), Lot 3003 DP 486184 (CFR 692927), Lot 3001 DP 486184 (CFR 692929)

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 2002 and/or Schedule Five 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 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule _____]~~

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 **1**]

Annexure Schedule 1

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Insert instrument type

Land Covenant

*Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE 1**

The Grantor hereby covenants and agrees with the Grantee in the manner set out in Schedule B below so that such covenants shall:

- 1.1 burden and run with each of the lots (and each part of them) comprised in the Servient Tenements referred to in Schedule A; and
- 1.2 be for the benefit of and appurtenant to each of the lots (and each part of them) referred to in the Dominant Tenements referred to in Schedule A;

and the Grantee and the Grantor hereby request that such covenants be noted against the Computer Freehold Registers set out in Schedule A.

SCHEDULE B

- 1 The Grantor covenants, in relation to each Servient Tenement of which it is registered proprietor:
 - (a) To consent to the proposed and actual development activities required as part of the subdivision known as Prestons Park by the Grantee and its contractors conducted or to be conducted on the Dominant Tenement (including the sale of any land owned by the Grantee within that subdivision) and such activities as are associated with or incidental to the operation of the subdivision ("Subdivision"). This includes providing when requested affected party approval to any planning application of the Grantee relating to the Subdivision, in accordance with section 95D(e) Resource Management Act 1991;
 - (b) Not to allow, permit, suffer or undertake any interference, restraint, challenge, complaint or objection to the Subdivision;
 - (c) Not to allow, permit, suffer or undertake the bringing of any proceedings for damages, negligence, nuisance, trespass or interference arising from the operation of the Subdivision; and
 - (d) Not to make, lodge, be a party to, provide assistance in any respect of, finance or contribute towards the cost of any request, complaint, submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, restrict, prevent or prohibit the commencement, continuation or recommencement of the Subdivision or any part thereof.
- 2 The covenants in this instrument will immediately cease to apply 10 years after the date of this instrument (but without prejudice to the liability of any party for any breaches which have already occurred).
- 3 The Grantee shall not be required or obligated to enforce all or any of the foregoing covenants, stipulations and restrictions.

Annexure Schedule 1

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

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|---|
| <div>4</div> <div>If there should be any breach or non-observance of any of the foregoing covenants then without prejudice to any other liability which the Grantor may have to any person having the benefit of these covenants, the Grantor will upon written demand being made by any Grantee pay to the person making such demand as liquidated damages the sum of \$250.00 (Two Hundred and Fifty Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made, provided that if more than one person is making such demand then that sum shall be shared between those persons.</div> |
| <div>5</div> <div>The Grantor covenants that the Grantor will at all times save harmless and keep indemnified the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of any of the foregoing stipulations, restrictions and covenants.</div> |
| <div>6</div> <div>Without prejudice to clause 2, the covenants in this instrument will cease to apply to any Servient Tenement (or part thereof) which is intended at any time in the future to be vested in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.</div> |