View Instrument Details

Instrument No	12186893.6
Status	Registered
Date & Time Lodged	06 September 2021 11:45
Lodged By	Keenan, Lucinda Maggie
Instrument Type	Easement Instrument

Affected Records of Title	Land District
1000944	Canterbury
1000945	Canterbury
1000946	Canterbury
1000947	Canterbury
1000965	Canterbury
1000966	Canterbury
1000967	Canterbury
1000969	Canterbury
1000970	Canterbury
1000968	Canterbury

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 ☑

Signature

Signed by Lucinda Maggie Keenan as Grantor Representative on 06/09/2021 11:19 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 Lucinda Maggie Keenan as Grantee Representative on 06/09/2021 11:19 AM

***** End of Report *****

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Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

TOWNSEND FIELDS LIMITED

Grantee

TOWNSEND FIELDS 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 *profit*	Shown (DP 561026)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way and Right to Convey Electricity, Water and Telecommunications and Right to Drain Water and Sewage	A	Lot 32 DP 561026 (RT 1000946)	Lot 31 & 33 DP 561026 (RT 1000945 & 1000947)
	B	Lot 56 DP 561026 (RT 1000969)	Lot 52, 53, 54, 55 & 57 DP 561026 (RT 1000965, 1000966, 1000967, 1000968 & 1000970)
Right of Way, Right to Convey Water and Telecommunications	A	Lot 32 DP 561026 (RT 1000946)	Lot 30 DP 561026 (RT 1000944)

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]

ANNEXURE SCHEDULE

Continuation of Rights and Powers

GENERAL

1. Where there is a conflict between the provisions of Schedule Five of the Land Transfer Regulations 2018 and Schedule Five of the Property Law Act 2007 the provisions of the Land Transfer Regulations 2018 shall prevail.

2. No power is implied in this Instrument for the Grantor to determine any of the Grantee's rights for breach of any provision in this Instrument (whether express or implied) or for any other cause, if being the intention of the parties that the easements shall subsist for all time unless surrendered.