

View Instrument Details



Instrument No 11585126.6
Status Registered
Date & Time Lodged 10 March 2020 09:02
Lodged By Bykoff, Katia-Helena Rosalina
Instrument Type Easement Instrument



Affected Records of Title	Land District
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911140	Otago
911143	Otago
911144	Otago
911145	Otago
911146	Otago
911147	Otago
911148	Otago
911149	Otago
911150	Otago
911151	Otago
911152	Otago
911153	Otago
911154	Otago
911155	Otago
911156	Otago
911157	Otago
911159	Otago
911161	Otago

Annexure Schedule Contains 7 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 10375232.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Howard Travers Alloo as Grantor Representative on 09/03/2020 04:27 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 Michelle Rose Needham as Grantee Representative on 09/03/2020 04:59 PM

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

Form B

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Arrowsouth Properties Limited

Grantee

Queenstown Lakes District Council

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 to drain sewage	A, B, C on DP 535793	Lot 7 DP 535793 (RT 911146)	In gross
	D on DP 535793	Lot 6 DP 535793 (RT 911145)	
Right to convey water	A on DP 535793	Lot 7 DP 535793 (RT 911146)	
Right to drain water	H, I on DP 535793	Lot 1 DP 535793 (RT 911140)	
	J on DP 535793	Lot 4 DP 535793 (RT 911143)	
	K on DP 535793	Lot 5 DP 535793 (RT 911144)	
	L on DP 535793	Lot 6 DP 535793 (RT 911145)	
	M on DP 535793	Lot 10 DP 535793 (RT 911149)	
	N on DP 535793	Lot 20 DP 535793 (RT 911150)	

	O on DP 535793	Lot 104 DP 535793 (RT 911146, 911147, 911148, 911149, 911150, 911151, 911152, 911153, 911154, 911155, 911156, 911157)	
	P on DP 535793	Lot 103 DP 535793 (RT 911161)	
Right of way (pedestrian)	P, Q, R, S, T, U, V, W, X on DP 535793	Lot 103 DP 535793 (RT 911161)	

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 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 209 of the Land Transfer Act 2017]

1. The provisions set out in Annexure Schedule 1 in relation to the rights to convey water, drain water and drain sewage;
2. The provisions set out in Annexure Schedule 2 in relation to the right of way (pedestrian)

Annexure Schedule 1 – Further Terms

Right to convey water, drain water and drain sewage

1. Definitions

- 1.1 In this Annexure Schedule 1 the following definitions apply:
- 1.1.1 **Regulations** means the Land Transfer Regulations 2018;
 - 1.1.2 **Utilities** has the meaning given to it in clause 4.1.1; and
 - 1.1.3 All other defined terms have the same meaning given to them in the Fifth Schedule of the Regulations.

2. General Rights and Obligations

- 2.1 The rights and powers set out in the Fifth Schedule to the Regulations are implied except as those rights and powers are extended or substituted in this schedule.
- 2.2 Where there is a conflict between the provisions of the Regulations and the modifications in this easement instrument, the modifications must prevail.
- 2.3 In respect of any easement no power is implied for the Grantor to determine the easement for breach of any provision of this easement instrument (whether express or implied) or for any other cause. It is the intention of the parties that each easement will subsist for all time unless it is surrendered.
- 2.4 Nothing contained or implied in this easement instrument shall be construed so as:
- 2.4.1 To compel the Grantee to exercise all or any of the rights granted by this easement instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will; or
 - 2.4.2 To abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by law.
- 2.5 The right to convey water, drain water and drain sewage are rights granted to the Grantee (to the exclusion of the Grantor and any other party unless the Grantee, at its sole discretion, has provided the Grantor with its prior written consent).
- 2.6 The Grantor shall pay the Grantee's reasonable costs of the preparation, registration, variation and any surrender of this easement instrument.

3. Grantee's Rights

- 3.1 For the purposes of performing any duty or in the exercise of any rights implied in this easement instrument the Grantee may:
- 3.1.1 access the Easement Facility by the most practicable route across any part of the Easement Area or the Grantor's adjoining land;
 - 3.1.2 enter and remain upon such parts of the Easement Area and the Burdened Land as may be necessary to exercise and enjoy all or any of the rights granted in this easement instrument;

- 3.1.3 inspect, maintain, cleanse, repair, extend, remove, enlarge, or replace the Easement Facility; and
 - 3.1.4 generally do and perform such acts and things in or upon the Easement Area and the Burdened Land as may be necessary or proper for or in relation to any of the purposes of this easement instrument.
- 3.2 The Grantee following construction of the Easement Facility and any subsequent repair, maintenance, extension, removal, enlargement, or replacement of the Easement Facility shall only be required to reinstate the Easement Area and the Burdened Land to a level compacted gravel surface.

4. Grantor's Obligations

- 4.1 The Grantor will not:
- 4.1.1 permit any pipe, conduit wire structure, pole or other structure for the provision of services to the land (**Utilities**) to be located within the Easement Area unless the siting and installation of such Utilities is approved to in writing by the Grantee (such approval not to be unreasonably withheld);
 - 4.1.2 build over or erect any other improvements upon, plant vegetation upon, or permit any vegetation roots to grow within the Easement Area;
 - 4.1.3 fence the Easement Area; and
 - 4.1.4 do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility or interfere with the free flow and passage of any matter through the Easement Facility. If the Grantor is in breach of this obligation the Grantor shall promptly at the Grantor's expense properly and substantially repair and make good all such injury or damage and restore such free flow and passage. If the Grantor fails to promptly comply with this obligation then the Grantee may perform the obligation and recover any costs incurred from the Grantor.

Annexure Schedule 2 – Further Terms

Right of way (pedestrian)

1. Definitions

- 1.1 In this Annexure Schedule 1 the following definitions apply:
- 1.1.1 **Regulations** means the Land Transfer Regulations 2018;
 - 1.1.2 All other defined terms have the same meaning given to them in the Fifth Schedule of the Regulations.

2. General Rights and Obligations

- 2.1 The rights and powers set out in the Fifth Schedule to the Regulations are implied except as those rights and powers are extended or substituted in this schedule.
- 2.2 Where there is a conflict between the provisions of the Regulations and the modifications in this easement instrument, the modifications must prevail.
- 2.3 The provisions of Schedule 5 of the Property Law Act 2007 shall not be implied into this easement instrument.
- 2.4 In respect of any easement no power is implied for the Grantor to determine the easement for breach of any provision of this easement instrument (whether express or implied) or for any other cause. It is the intention of the parties that each easement will subsist for all time unless it is surrendered.
- 2.5 Nothing contained or implied in this easement instrument shall be construed so as:
 - 2.5.1 To compel the Grantee to exercise all or any of the rights granted by this easement instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will; or
 - 2.5.2 To abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by law.
- 2.6 The Grantor shall pay the Grantee's reasonable costs of the preparation, registration, variation and any surrender of this easement instrument.

3. Grantee's Rights

- 3.1 The Grantee, and the general public shall have the full free uninterrupted and unrestricted right to pass and repass on foot, with domestic animals and non motorised cycles, pushchairs, wheelchairs, and other non motorised forms of personal conveyance over and along the Easement Area.
- 3.2 The Grantee shall have the right to mark the Easement Facility with poles, markers, or other suitable indicators informing the public that the Easement Facility is available for public access.
- 3.3 The Grantee shall have the right to install lighting on the Easement Facility.

- 3.4 For the purposes of performing any duty or in the exercise of any rights implied in this easement instrument the Grantee may:
- 3.4.1 access the Easement Facility by the most practicable route across any part of the Easement Area or the Grantor's adjoining land;
 - 3.4.2 enter and remain upon such parts of the Easement Area and the Burdened Land as may be necessary to exercise and enjoy all or any of the rights granted in this easement instrument;
 - 3.4.3 inspect, maintain, repair, extend, remove, enlarge, or replace the Easement Facility; and
 - 3.4.4 generally do and perform such acts and things in or upon the Easement Area and the Burdened Land as may be necessary or proper for or in relation to any of the purposes of this easement instrument.
- 3.5 The Grantee following construction of the Easement Facility and any subsequent repair, maintenance, extension, removal, enlargement, or replacement of the Easement Facility shall only be required to reinstate the Easement Area and the Burdened Land to a level compacted gravel surface.

4. Grantor's Obligations

- 4.1 The Grantor will not:
- 4.1.1 build over or erect any other improvements upon, plant vegetation upon, or permit any vegetation roots to grow within the Easement Area;
 - 4.1.2 fence the Easement Area;
 - 4.1.3 do or permit or suffer to be done anything on the Easement Area or the Burdened Land which may in any way obstruct or impede the Grantee exercising its rights granted under this easement instrument;
 - 4.1.4 do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility. If the Grantor is in breach of this obligation the Grantee may carry out any repair work required and recover costs incurred from the Grantor.