

View Instrument Details

Instrument No	13198144.3
Status	Registered
Lodged By	McLean, Suzanne Carol
Date & Time Lodged	12 Feb 2025 14:01
Instrument Type	Easement Instrument

Affected Records of Title	Land District
1212464	Otago
1212465	Otago
380427	Otago

Annexure Schedule	Contains 5 Pages
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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 9565540.3 has consented to this transaction and I hold that consent ☒
- Encumbrance 7006669.1 does not affect the burdened land, therefore the consent of the Encumbrancee is not required ☒
- I certify that the Mortgagee under Mortgage 7814320.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Wayne Gilbert Todd as Grantor Representative on 07/03/2025 11:41 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 Wayne Gilbert Todd as Grantee Representative on 07/03/2025 11:42 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor**Vergne Wilson and Milnes Beatson Trustee Company Limited****Grantee****David William Campbell****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 Water	E, F on Deposited Plan 610107	Lot 2 Deposited Plan 610107 (1212464)	Lot 21 Deposited Plan 395170 (380427)
	A, G, I on Deposited Plan 610107	Lot 3 Deposited Plan 610107 (1212465)	Lot 21 Deposited Plan 395170 (380427)
Right to Store and Convey Water	H on Deposited Plan 610107	Lot 3 Deposited Plan 610107 (1212465)	Lot 21 Deposited Plan 395170 (380427)

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

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

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*Insert instrument type***INTERPRETATION**

1. In this Instrument unless the context otherwise requires:
- 1.1 **"Benefited Land"** means the land that takes the benefit of the easement and that is described by reference to the registered in this instrument.
- 1.2 **"Burdened Land"**
 - (a) means the land over which the easement is registered and that is described by reference to the register in this instrument; and
 - (b) includes the easement area.
- 1.3 **"Easement Area"** means the area that –
 - (a) is shown as **"H" on LT Plan 610107**; and
 - (b) is referred to in this instrument, as the area to which the easement applies.
- 1.4 **"Easement Facility"**
 - (a) for water tank for the purposes of storing water on the Burdened Land ("the water tank").
 - (b) is referred to in this instrument, as the area to which the easement applies.
- 1.5 **"Grantee"** in relation to the Easement means the registered proprietor for the time being of the Benefited Land.
- 1.6 **"Grantor"** in relation to the Easement means the registered proprietor for the time being of the Burdened Land.
- 1.7 **"Grantor and other Authorised persons"** in relation to the Easement means the Grantor and the agents, employees, contractors, tenants, licensees, and invitees of the Grantor.
- 1.8 **Repair and maintenance** in relation to the Easement Facility does not include the replacement of the easement facility.

RIGHT TO PLACE WATER TANK

- 2.1 The Grantor grants to the Grantee the right to place the Easement Facility on the Easement Area to grant the Benefited Land the rights of the Grantee at all times to place the water tank on the Easement Area provided that the right for the Water tank enures only for so long as the water tank remains standing and in good repair.

GENERAL RIGHTS

- 3.1 All of the Easements referred to in this schedule include:
 - (a) the right to use any Easement Facility already situated in the Easement Area for the purpose of the easement granted; and
 - (b) if no suitable Easement Facility exists in the Easement Area, the right to lay, install, and construct in the Easement Area (including the right to excavate land for the purpose of that construction) an Easement Facility that the Grantee reasonably requires and for which the Grantor has given prior consent; and
 - (c) the right to repair and maintain the Easement Facility.
- 3.2 The Grantor must not unreasonably withhold consent under clause 3.1 (b).

Annexure Schedule

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Insert instrument type

- 3.3 The Grantor must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Facility.
- 3.4 The Grantee must not do and must not allow to be done on the Benefited Land (if any) or the Burdened Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Facility.

REPAIR, MAINTENANCE AND COSTS

- 4.1 If the 1 or more Grantees have exclusive use of the Easement Facility, each Grantee is responsible for arranging the repair and maintenance of the Easement Facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.
- 4.2 If the 1 or more Grantees and the Grantor share the use of the Easement Facility, each of them is responsible **equally** for the repair and maintenance of the Easement Facility, and for the associated costs, for the purposes set out in clause 4.1.
- 4.3 The parties responsible for maintenance under clause 4.1, 4.2 and 4.4 (as the case may be) must meet any associated requirements of the relevant local authority.
- 4.4 Any repair or maintenance of the Easement Facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that Grantor or Grantee at their sole cost.
- 4.5 However, if the repair and maintenance of the Easement Facility is only partly attributable to an act or omission by the Grantor or Grantee:
- (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - (b) the balance of those costs is payable in accordance with clause 4.2.

RIGHTS OF ENTRY

- 5.1 The Grantee may, for the purpose of exercising any right or power, or performing any related duty, implied in an easement by these regulations:
- (a) enter upon the Burdened Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - (b) remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary work; and
 - (c) leave any vehicles or equipment on the Burdened Land for a reasonable time if work is proceeding.
- 5.2 However, the Grantee must first give reasonable notice to the Grantor.
- 5.3 The Grantee must ensure that as little damage or disturbance as possible is caused to the Burdened Land or to the Grantor.
- 5.4 The Grantee must ensure that all work is performed properly.
- 5.5 The Grantee must ensure that all work is completed promptly.
- 5.6 The Grantee must immediately make good any damage done to the Burdened Land by restoring the surface of the land as nearly as possible to its former condition.
- 5.7 The Grantee must compensate the Grantor for all damage caused by the work to any crop (whether ready for harvest or not) or to any buildings, erections, or fences on the Burdened Land.

Annexure Schedule*Insert instrument type**Continuation of Easement Instrument –***DEFAULT**

6.1 If the Grantor or the Grantee does not meet the obligations implied or specified in any Easement:

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 10 working days from the service of the notice of default the other party may meet the obligations; and
- (b) if at the expiry of the 10-working day period, the party in default has not met the obligation, the other party may:
 - (a) meet the obligation; and
 - (b) for that purpose, enter the Burdened Land; and
- (c) the party in default is liable to pay to the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

DISPUTES

7.1 If a dispute in relation to an Easement arises between parties who have a registered interest under the Easement:

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (i) the dispute must be referred to arbitration under the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator agreed by the parties or, failing agreement, appointed by the President of the branch of the New Zealand Law Society for the area in which the Easement is located.