

RPNZ document ordering service

Document, Interest, Instrument: 12853885.7

Property: 38 Cemetery Road, Wainui, Christchurch City

Legal Description: Lot 2 Deposited Plan 588703

CoreLogic Reference: 3268017/2

Processed: 05 November 2025

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View Instrument Details



Instrument No 12853885.7
Status Registered
Date & Time Lodged 27 October 2023 18:10
Lodged By MacFarlane, Olivia Kate
Instrument Type Easement Instrument



Affected Records of Title	Land District
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1120187	Canterbury
1120188	Canterbury
1120189	Canterbury
1120190	Canterbury
1120191	Canterbury
1120192	Canterbury
1120193	Canterbury
1120194	Canterbury
1120195	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 ☒

I certify that the Mortgagee under Mortgage 12027365.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Olivia Kate MacFarlane as Grantor Representative on 27/10/2023 06:04 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 Olivia Kate MacFarlane as Grantee Representative on 27/10/2023 06:04 PM

*** End of Report ***

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Fraser James Graeme Henderson and Fraser Henderson Trustees Limited

Grantee

Fraser James Graeme Henderson and Fraser Henderson Trustees 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) Deposited Plan 588703	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way, Right to drain water, sewage and Right to convey water, electricity and telecommunications	A and L	Lot 5 Deposited Plan 588703 (RT 1120191)	Lot 6 Deposited Plan 588703 (RT1120192)
	G	Lot 1 Deposited Plan 588703 (RT 1120187)	Lots 2, 3, 4 and 7 Deposited Plan 588703 (RT 1120188, 1120189, 1120190 and 1120193)
	H	Lot 2 Deposited Plan 588703 (RT 1120188)	Lots 1, 3, 4 and 7 Deposited Plan 588703 (RT 1120187, 1120189, 1120190 and 1120193)

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Schedule A continued

	I	Lot 3 Deposited Plan 588703 (RT 1120189)	Lots 1, 2, 4 and 7 Deposited Plan 588703 (RT 1120187, 1120188, 1120190 and 1120193)
	J	Lot 4 Deposited Plan 588703 (RT 1120190)	Lots 1, 2, 3 and 7 Deposited Plan 588703 (RT 1120187, 1120188, 1120189 and 1120193)
	K	Lot 7 Deposited Plan 588703 (RT 1120193)	Lots 1, 2, 3 and 4 Deposited Plan 588703 (RT 1120187, 1120188, 1120189 and 1120190)
Right to drain water	M, N and R	Lot 7 Deposited Plan 588703 (RT 1120193)	Lots 1, 2 and 3 Deposited Plan 588703 (RT 1120187, 1120188 and 1120189)
	O	Lot 4 Deposited Plan 588703 (RT 1120190)	Lots 1, 2, 3 and 7 Deposited Plan 588703 (RT 1120187, 1120188, 1120189 and 1120193)
	P	Lot 5 Deposited Plan 588703 (RT 1120191)	Lots 1, 2, 3, 4 and 7 Deposited Plan 588703 (RT 1120187, 1120188, 1120189, 1120190 and 1120193)
	Q	Lot 2 Deposited Plan 588703 (RT 1120188)	Lot 3 Deposited Plan 588703 (RT 1121089)
Right to convey electricity	S	Lot 8 Deposited Plan 588703 (RT 1120194)	Lot 9 Deposited Plan 588703 (RT1120195)
	V	Lot 8 Deposited Plan 588703 (RT 1120194)	Lot 1 Deposited Plan 588703 (RT1120187)
	W	Lot 7 Deposited Plan 588703 (RT 1120193)	Lots 1, 2, 3 and 4 Deposited Plan 588703 (RT 1120187, 1120188, 1120189 and 1120190)

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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** by the provisions set out in the Annexure Schedule

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Annexure Schedule

Page 1 of 1

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Terms, conditions, covenants or restrictions in respect of any of the above easements	
1	The cost of maintaining, repairing or replacing any easement facility or part of it will be borne by the registered owners for the time being of the lots affected in equal proportions but no registered owner shall be liable to contribute to the cost of any such maintenance repair or replacement: (a) which is in respect of any part thereof which is not used by him/her/it or in respect of which use has not commenced; or (b) which arises through the omission, neglect or default of any one or more of the other registered owners or their agents, employees, contractors, tenants, licensees, invitees, servants or workmen. In the latter case the cost of making good such damage or carrying out repairs shall be borne entirely by the registered owner or owners who caused such damage or necessitated such repairs through their omission, neglect or default.
2	Where there is a conflict between the provisions of Schedule 5 of the Land Transfer Regulations 2018 and Schedule 5 of the Property Law Act 2007 and the modifications in this easement instrument the following order of priority (from highest to lowest) will apply to resolve the conflict: (a) These modifications; (b) Schedule 5 of the Land Transfer Regulations 2018; and (c) Schedule 5 of the Property Law Act 2007.