

View Instrument Details



Instrument No 8335391.2
Status Registered
Date & Time Lodged 05 November 2009 11:11
Lodged By Jack, Andrew Bryce
Instrument Type Easement Instrument



Affected Computer Registers	Land District
395926	Otago
OT312/27	Otago

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
- I certify that the Mortgagee under Mortgage 5557521.1 has consented to this transaction and I hold that consent
- Mortgage 7771152.5 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Signature

Signed by Andrew Bryce Jack as Grantor Representative on 05/11/2009 11:09 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 Andrew Bryce Jack as Grantee Representative on 05/11/2009 11:09 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)

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

53 SHOTOVER STREET LIMITED

Grantee

MAN STREET PROPERTIES 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, profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Drain Water and Sewage	'A' DP 381461	Section 26 Block IX Town of Queenstown CT OT312/27	Lot 1 DP 399240 CT 395926
Right of Way (Pedestrian Only)	'B' & 'C' DP 381451		

Easements or profits a 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] [negatived] [added to] or [substituted] by

~~[Memorandum number; registered under section 155A of the Land Transfer Act 1952]~~

[the provisions set out in Annexure Schedule 2]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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]~~

Annexure schedule

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Insert instrument type

Continue in additional Annexure Schedule, if required

1. The Right of Way (pedestrian only) shall be exercisable by any person claiming a right to pass and re-pass through the easement area as an agent, employee, licensee or permitted assignee of the registered proprietor of the Dominant Tenement with the intention that the pedestrian accessway through the easement may be used from time to time by users of the Car Park building (and any other building) constructed on the Dominant Tenement.
2. Access to the Right of Way between the Dominant and Servient Tenements shall be restricted between the hours of 9.00pm and 7.00am each day by the following electronic security access card and door system:
 - Concept 4000 Security System
 - 61200 magnetic door lock
 - UDIM roller latch
 - Lockwood 7726 door closer
3. The Pedestrian Right of Way shall include the ancillary right for the registered proprietor of the Dominant Tenement to attach "Car Park" signage to the street frontage of the building at 57 Shotover Street of the following specification:
 - One double sided lightbox
 - 1500mm wide
 - 875mm high (high end)
 - 400mm high (lower end)
4. The Grantee and the Grantor will share equally the costs of repair, maintenance, decoration and cleaning of the pedestrian right of way easement facility. For the purposes of this clause, pedestrian right of way easement facility shall include the electronic security access card and door system referred to in clause 2 and the floor, walls, ceiling, stairs, lift and lift shaft through and over which the pedestrian right of way is granted by the Grantor to the Grantee.