

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**  
Sections 90A and 90F, Land Transfer Act 1952

**EI 7289255.6 Easement Ins**

Cpy - 01/01, Pgs - 007, 02/04/07, 10:03



DocID: 411838781

Land registration district

Wellington

Grantor

Surname(s) must be underlined.

Global Management & Investment Limited

Grantee

Surname(s) must be underlined.

Kapiti Coast District Council

**Grant\* of easement or *profit à prendre* or creation or covenant**



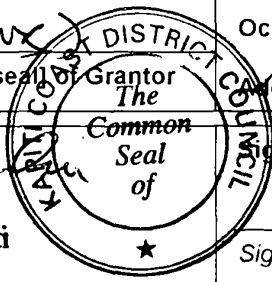

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

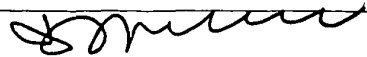
1st day of March

20 07

**Attestation**

   (Director) Signature [common seal] of Grantor	Signed in my presence by the Grantor <u>by its Directors</u> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
 ALAN MILNE Mayor of Kapiti Coast District   Kevin Jefferies Acting Chief Executive Signature [common seal] of Grantee	Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used

**Annexure Schedule 1**

Easement instrument

Dated

1-3-07

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of

6

pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement. <i>profit, or covenant</i>	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to	A on Plan 383936	Pt Lot 6 Plan 383936 <del>CT 209759</del> 335126	In Gross
Drain Sewage	B on Plan 383936	Pt Lot 7 Plan 383936 <del>CT 209759</del> 335127	In Gross
Right to	C on Plan 383936	Pt Lot 1 Plan 383936 <del>CT 209754</del> 335121	In Gross
Drain Stormwater	D on Plan 383936	Pt Lot 1 Plan 383936 <del>CT 209754</del> 335121	In Gross

**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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] [negated] [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 required.

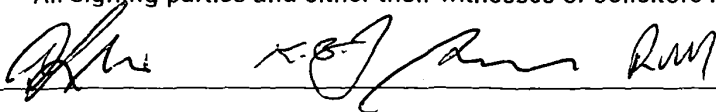
Continue in additional Annexure Schedule if required.

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 2].

All signing parties and either their witnesses or solicitors must sign or initial in this box



**Annexure Schedule Z**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated 1-3-07 ~~1-3-06~~

Page 3 of 6 pages

(Continue in additional Annexure Schedule, if required.)

**ANNEXURE SCHEDULE**

Plan 383936

**1 Grantees Rights**

The Grantor and the Grantee hereby agree that the Grantee shall have the following rights and powers in relation to the Easements herein.

- (a) Right to Drain Sewage Easements The Grantee shall have the full free uninterrupted and unrestricted right, liberty and privilege from time to time and at all times hereafter in any quantity to drain, discharge or convey sewage and other waste material and fluid in pipelines properly constructed and laid for the passage thereof through, over and along the servient area marked "A" and "B" on Deposited Plan 371626.
  - (b) Right to Drain Stormwater Easements The Grantee shall have the full free uninterrupted and unrestricted right, liberty and privilege from time to time and at all times hereafter to drain, discharge or convey water in any quantity in pipelines properly constructed and laid for the passage thereof through, over and along the servient area marked "C" and "D" on Plan 371626 the servient area.
  - (c) The areas marked "A", "B", "C" and "D" are collectively the 'easement areas' and each individual area shall be the 'easement area.'
  - (d) For purposes of the aforesaid easements in gross at all times and from time to time the Grantee shall be entitled to:
    - a. Use all or any of the pipe-lines, conduits, pumps and equipment (the "installations") and such other works and facilities as may at any time be erected, constructed or laid on the easement area for such purposes;
    - b. Where no such installations exist on the easement area or the installations are insufficient or inadequate for such purposes to erect, construct, lay, reconstruct, replace, alter or add to the same in such form as shall be appropriate for use hereunder;
- 2 The Grantee shall at its cost duly maintain, inspect, cleanse, repair and replace when necessary all or any of the said installations and facilities:  
AND for the above purposes the Grantee, its employees, agents or contractors shall have the full free and unrestricted right, liberty and licence:
- i. To enter, re-enter and remain for any such purposes upon the easement area and such other adjoining areas of the land as may be necessary or convenient by foot or by any reasonable mode of transport;
  - ii. To take onto the easement area and such adjoining areas of the land as aforesaid all necessary materials, tools, implements, machinery, plant, equipment and vehicles;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



**Annexure Schedule 2**

Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Plan ~~371026~~ 383936.

Easement

Dated 1-3-07

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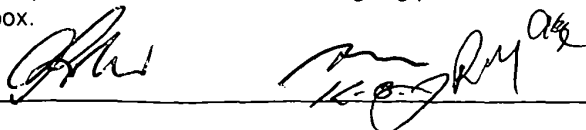
(Continue in additional Annexure Schedule, if required.)

iii. To carry out on the easement area such works as are necessary to enable or facilitate the continued exercise of the powers and authorities hereby granted

AND the Grantor and the Grantee agree:

- 3 The Grantee will, in exercise of the powers hereby granted, take all reasonable and proper care not to damage any property of the Grantor.
- 4 The Grantor shall not permit the growth of any trees, shrubs or other vegetation or the erection or establishment of any structure whatsoever (excluding paths, driveways and fences) on any part of the easement area or do or permit or suffer thereon any act or acts which:
  - a. In the opinion of the Grantee or its appropriate officer may interfere with the Grantee's rights or operations pursuant to this easement; or
  - b. Endanger or cause nuisance to the Grantee's operations, works, employees, agents or contractors in the course of their duties; or
  - c. Transgress any by-law of the Grantee or any statutory regulation relating to any of the Grantee's installations, works or facilities on the easement area.
- 5 The Grantee may exercise and enjoy with regard to this easement all authorities, powers, rights, remedies, immunities from liability, privileges, liberties and licences contained or implied herein or (without being limited or restricted by anything herein) which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at law; and in particular nothing herein contained shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers and remedies vested in the Grantee by the Local Government Act 1974 or the Public Works Act 1981 or any amendment thereto or any Act or Acts passed in substitution therefor.
- 6 The Grantee will at all times repair and maintain all the installations, works and facilities in a safe and efficient state of repair for the purposes for which they are designed and will prevent the same from becoming a nuisance or danger.
- 7 The installations laid and installed by the Grantee on the easement area shall remain at all times the property of the Grantee subject to its exclusive supervision and control, and may at any time be removed by the Grantee in its sole discretion without incurring any liability to the Grantor except as may be herein expressly provided.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



**Annexure Schedule 2**

Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Plan ~~383936~~ 383936

Easement

Dated

1-3-87

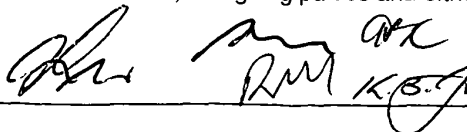
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(Continue in additional Annexure Schedule, if required.)

- 8 The Grantee may assign transfer or licence all or any part of its interest in the Easement land and its rights in this Easement Instrument or part thereof without the consent of the Grantor.
- 9 The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights specified and granted by this Easement Instrument.
- 10 Any notice required to be given by one party to the other hereunder shall be deemed sufficiently served if delivered personally or sent by prepaid post to the addressee's last known address in New Zealand or in the case of a body corporate, its registered office. Any notice personally delivered or posted shall be valid if served or given under the hand of any authorised representative of the notifying party.
- 11 Maintenance and Replacement
  - (a) Notwithstanding paragraph 2 herein if any maintenance, repair or replacement of the installations is necessary due to any act or omission, or fault of the Grantor or its successors in title or that registered proprietor's employees, contractors, agents, tenants, licensees or invitees, then that registered proprietor will promptly carry out such inspection, maintenance, repair or replacement and will bear the full cost of such inspection and works.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)

Insert type of instrument  
"Caveat", "Mortgage" etc

**Easements - Plan 383936**

Page **6** of **6** pages

**Consentor**

Surname must be underlined

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Bank of New Zealand

Mortgagee under Mortgage No  
6711850.1

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section of the Act]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the **Consentor** hereby consents to:

Grant of sewage drainage easement and stormwater drainage easements  
in gross by Global Management and Investment Limited in favour of the  
Kapiti Coast District Council over Pt Lots 6 and 7 on Plan 383936  
marked A, B, C and D. Identifiers 335126, 335127 and 335121.

Dated this **20** day of **March** 20**07**

**Attestation**

SIGNED for and on behalf of  
BANK OF NEW ZEALAND  
by its Attorney

Peter Carl Brieseman

Signature of Consentor

Signed in my presence by the Consentor

Priscilla Marie Foothed

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Priscilla Stephanie Marie Foothed  
Bank Officer  
Bank of New Zealand  
Wellington

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.



**Bank of New Zealand**

**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

I, **Peter Carl Brieseman**, Quality Assurance Officer, of Wellington, New Zealand, Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington

DATED: **20 MARCH 2007**

**Peter Carl Brieseman**