

# View Instrument Details



Instrument No 12651467.4  
Status Registered  
Date & Time Lodged 14 March 2023 11:02  
Lodged By Maskell, Julius James  
Instrument Type Easement Instrument



| Affected Records of Title | Land District |
|---------------------------|---------------|
| 1070272                   | Wellington    |
| 1070273                   | Wellington    |
| 1070274                   | Wellington    |

**Annexure Schedule** Contains 5 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 10944684.1 has consented to this transaction and I hold that consent

## Signature

Signed by Julius James Maskell as Grantor Representative on 30/03/2023 10:08 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 Donna-Marie Hurley as Grantee Representative on 30/03/2023 11:13 AM

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

**Easement instrument to grant easement or *profit à prendre***  
 (Section 109 Land Transfer Act 2017)

**Grantor**

**Bradford Eric JEFFERIES, Vanessa Anne JEFFERIES,  
 and TMF TRUSTEE SERVICES (2005) LIMITED**

**Grantee**

**KAPITI COAST 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**

| Purpose of easement or <i>profit</i> | Shown (plan reference)                         | Burdened Land (Record of Title) | Benefited Land (Record of Title) or in gross    |
|--------------------------------------|--|---------------------------------|---|
| <b>Right to drain water</b>          | D, G, J<br>(DP 578379)                         | Lot 1 (1070272)                 | <b>Kapiti Coast District Council (in gross)</b> |
|                                      | I (DP 578379)                                  | Lot 2 (1070273)                 |   |
| <b>Right to drain sewage</b>         | P (DP 578379)                                  | Lot 3 (1070274)                 | <b>Kapiti Coast District Council (in gross)</b> |
|                                      | T (DP 578379)                                  | Lot 1 (1070272)                 |   |
| <b>Right to convey water</b>         | B, C, D, F, G,<br>H, K, L, N, T<br>(DP 578379) | Lot 1 (1070272)                 |   |

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

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 **added to** by the provisions set out in the Annexure Schedule.

**Annexure Schedule***Insert Instrument Type***Easement Instrument to grant easement or profit a prendre****RIGHT TO DRAIN WATER****1. DEFINITIONS**

1.1. In this easement instrument unless the context indicates otherwise:

**Burdened Land** means the land owned by the Granter over which the easement is registered being all the land described in Record of Title WN26D/477 (Wellington Land Registration District);

**Drain Water** means rain, spring, soakage or seepage as well as water accumulated on other land and from any public land or street;

**Easement Area** means area D, G, J on Lot 1 LT 578379 and area I on Lot 2 LT 578379;

**Easement Facility** means for the right to drain water, any pipes, conduits, open drains, open channels, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;

**Grantee** means the person named as grantee on the first page of this easement instrument and where applicable includes its successors in title and its agents, employees, contractors, tenants, licensees and invitees; and

**Grantor** means the person named as granter on the first page of this easement instrument and where applicable includes its successors in title and its agents, employees, contractors, tenants, licensees and invitees.

**2. GRANT OF DRAINAGE EASEMENT**

2.1. Right to Drain Water: The Granter grants to the Grantee the right for the Grantee (in common with the Granter) the right to convey and Drain Water without obstruction and in any quantity through the Easement Facility now laid or to be laid through the Easement Area and to discharge the water beyond the Burdened Land.

2.2. The Grantee also has the right, subject to section 3, to enter the Easement Area and any other parts of the Burdened Land as are reasonable to do the following work:

2.2.1. to dig and lay the Easement Facility through or on the Easement Area, at a depth and line determined by the Grantee;

2.2.2. to inspect, maintain, repair, dig up, alter, enlarge, renew or replace the Easement Facility (including replacement with an Easement Facility of the same or larger diameter); and

2.2.3. to do anything else in the full exercise of the rights in this easement instrument, with the Grantee's agents, contractors and employees, and with or without tools, plant, equipment and vehicles; and

2.2.4 to connect other open channel or closed conduit drains at the Grantee's discretion, whether or not they are within an easement, to the drain within the easement.

**Annexure Schedule***Insert Instrument Type***Easement Instrument to grant easement or *profit a prendre***

2.3 The Grantee may leave any vehicles or equipment on the Burdened Land for a reasonable period of time if work is proceeding.

2.4 The Grantee will ensure that any work it performs is carried out in a professional manner.

2.5 The Grantee has no obligation to take, convey or lead water or direct, divert, detain, concentrate or convey water through, under, or over or drain sewage through the Burdened Land continuously or at all.

**3. ACCESS**

3.1 The Grantee's right of access in clause 2.2 may be exercised on giving reasonable notice to the Granter, except in an emergency.

3.2 When obtaining access to the Easement Area for maintenance and repair purposes, the Grantee must:

- 3.2.1. so far as is practicable, use machinery or tools that will only have a minimal impact on the vegetation on the Burdened Land;
- 3.2.2. in exercise of the powers granted by this easement, take reasonable and proper care not to damage any property of the Granter;
- 3.2.3. reinstate the surface of the Burdened Land as soon as possible after any works have been completed, and resurface it if necessary with appropriate materials; and
- 3.2.4. repair any fences or other improvements and replace any trees, shrubs and plants which have been destroyed or severely damaged on the Burdened Land by the Grantee while accessing the Easement Area.

**4. MAINTENANCE**

4.1 The Grantee must maintain the Easement Facility in or on the Easement Area so that it does not become a nuisance or a danger.

**5. NO POWER TO TERMINATE**

5.1 There is no implied power in this easement instrument for the Granter to terminate the easement rights due to the Grantee breaching any term of this easement instrument or for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

**6. STATUTORY RIGHTS**

6.1 The easement rights are in addition for those set out in Schedule 5 to the Land Transfer Regulations 2018 but otherwise this easement does not affect any statutory powers which the Grantee may have. In the event of any inconsistency the rights set out in this Easement Instrument will prevail.

**Annexure Schedule***Insert Instrument Type***Easement Instrument to grant easement or *profit a prendre***

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| <b>7. DEFAULT</b>  |
| 7.1 If either party fails (defaulting party) to perform, or join with the other party (other party) in performing, any obligation under this easement instrument, the following provisions will apply:   |
| 7.2. the other party may serve a written notice on the defaulting party (default notice) specifying the default and requiring the defaulting party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the default notice, the other party may perform the obligation;  |
| 7.3. if after the expiry of one month from service of the default notice, the defaulting party has not performed or joined in performing the obligation, the other party may:  |
| 7.3.1. perform the obligation; and   |
| 7.3.2. for that purpose enter on to the Burdened Land;   |
| 7.4. the defaulting party must pay to the other party the costs of:  |
| 7.4.1. the default notice; and   |
| 7.4.2. the other party in performing the obligation of the defaulting party; within one month of receiving written notice of the part party's costs; and   |
| 7.5. the other party may recover any money payable under clause 7.3 from the defaulting party as a liquidated debt.  |
| <b>8. DISPUTES</b>   |
| 8.1 If any dispute arises between the Granter and Grantee about the rights in this easement instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties, and if they cannot agree on one within 14 days, by the President or any Vice President for the time being of the New Zealand Law Society (or his or her nominee). The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this easement instrument is to be treated as a submission to arbitration. |
| <b>9. INDEMNITY</b>  |
| 9.1 The Grantee shall indemnify the Granter against all actions, suits, proceedings, claims and demands which may be brought or made against the Granter as a direct result of the exercise by the Grantee of any of the rights granted by this Easement Instrument.   |
| <b>10. NOTICES</b>   |
| 10.1 Any notice required to be given to the Granter by the Grantee 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.   |

**Annexure Schedule**

*Insert Instrument Type*

**Easement Instrument to grant easement or profit a prendre**

**11. COUNCIL AS REGULATORY AUTHORITY**

11.1 The Granter acknowledges that this easement instrument is entered into by the Council in its capacity as owner and administering body of the Easement Facility and not as a regulatory authority. The two roles of the Council are different and any consent or approval given by the Council in its capacity as land owner under this easement instrument will not be deemed to waive or imply the Council's consent or approval in its capacity as regulatory authority or owner of other land and similarly any consent

**RIGHT TO DRAIN SEWAGE**

**12 GRANT OF RIGHT TO DRAIN SEWAGE EASEMENT**

12.1 The rights and powers implied for this easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

**RIGHT TO CONVEY WATER**

**13. GRANT OF RIGHT TO CONVEY WATER EASEMENT**

13.1 The rights and powers implied for this easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

**CONFLICTS**

**14. EASEMENT INSTRUMENT TO PREVAIL**

14.1 Where there is conflict between this Easement Instrument; and either, Schedule 5 of the Land Transfer Regulations 2018; or, Schedule 5 of the Property Law Act 2007; then this Easement Instrument prevails.

14.2 Where there is conflict between the provisions in Schedule 5 of the Land Transfer Regulations 2018 and Schedule 5 of the Property Law Act 2007; then Schedule 5 of the Land Transfer Regulations 2018 prevails.