

View Instrument Details



Instrument No 10529528.2
Status Registered
Date & Time Lodged 15 August 2016 11:55
Lodged By Sharp, Rosemary Monique
Instrument Type Easement Instrument



Affected Computer Registers Land District

701742	Wellington
701743	Wellington
701744	Wellington

Annexure Schedule: Contains 10 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 10212247.14 has consented to this transaction and I hold that consent	☒

Signature

Signed by Rosemary Monique Sharp as Grantor Representative on 15/08/2016 11:51 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 Rosemary Monique Sharp as Grantee Representative on 15/08/2016 11:52 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)

2015/6246
APPROVED
Registrar-General of Land

Page **1** of **7** pages

Grantor

Vincent Patrick CONNOLLY
Sandra Lorraine CONNOLLY

Grantee

Vincent Patrick CONNOLLY
Sandra Lorraine CONNOLLY

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; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Water Supply	A on DP 486939	701744	701742 701743
	B on DP 486939	701743	701742 701744
	C on DP 486939	701744	701742

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 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[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 1]~~

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 _____]~~

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 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[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 1]~~

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 _____]~~

Annexure schedule 1

Page 3 of 7 Pages

2009/5043EF
APPROVED
Registrar-General of Land

*Insert instrument type***Easement***Continue in additional Annexure Schedule, if required*

Continuation of "Easements or Profits à prendre rights and powers (including terms, covenants and conditions)"

1 Interpretation

In this instrument unless the context otherwise requires:

"instrument" means this easement instrument (including these conditions) as it may be varied from time to time.

"these conditions" means these conditions as they may be varied from time to time.

"costs" means the costs of the installation, creation, establishment, repair, maintenance, and servicing of any article, property or facility used or needed for the proper exercise of the rights created by this instrument.

"dominant tenement" in relation to any easement means the land described in Schedule A to which the relevant easement is appurtenant.

"easement" means an easement recorded by this instrument.

"easement facility" means pipes, pumps, pump sheds, storage tanks, water purifying equipment, or other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution.

"the Grantee" in relation to each easement means the registered proprietor for the time being of the dominant tenement which the relevant easement is appurtenant.

"the Grantee and other authorised persons" in relation to any easement means the Grantee and the agents, employees, contractors, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement and, where the context so admits, means any of such persons.

"the Grantor" in relation to each easement means the registered proprietor for the time being of the servient tenement which is subject to the relevant easement.

"the Grantor and other authorised persons" in relation to any easement means the Grantor and the agents, employees, contractors, tenants, licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the relevant easement and, where the context so admits, means any of such persons.

"the plan" means deposited plan No. 486939 Wellington Registry.

Annexure schedule 1

Page 4 of 7 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

“servient tenement” in relation to any easement means the land described in Schedule A which is subject to the relevant easement.

“stipulated course” or “stipulated area,” in relation to the easement means the course that –

- (a) is shown on the plan prepared for the purpose of specifying the easement; and
- (b) is referred to in this instrument.

“water supply area” means that part of the land described in Schedule A as being subject to a water supply easement.

“water supply easement” means the rights to convey water recorded by this instrument in relation to each water supply area.

2 General provisions relating to easements

The following provisions are applicable to the easements recorded by this instrument:

- (a) Each grant shall be for all time from the date such easements are deemed to be created pursuant to section 90A(5) of the Land Transfer Act 1952.
- (b) No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this instrument (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.
- (c) The easements referred to in this instrument include-
 - (i) the right to use any easement facility already situated on the stipulated area or course for the purpose of the easement granted; and
 - (ii) if no suitable easement facility exists, the right to lay, install, and construct an easement facility reasonably required by the Grantee (including the right to excavate land for the purpose of that construction).
- (d) The Grantor must not do and must not allow to be done on the servient tenement anything that may interfere with or restrict the rights of the Grantee and other authorised persons with the efficient operation of the easement facility.
- (e) The Grantee must not do and must not allow to be done on the dominant tenement or the servient tenement anything that may interfere with or restrict the rights of the Grantor and other authorised persons with the efficient operation of the easement facility.

Annexure schedule 1

Page 5 of 7 Pages

2009/5043EF
APPROVED
Registrar-General of Land

*Insert instrument type***Easement***Continue in additional Annexure Schedule, if required*

- (f) The Grantee may for the purpose of complying with any obligation of the Grantee under this instrument in relation to any easement:
- (i) enter the servient tenement with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and
 - (ii) remain on the servient tenement for such time as is reasonable for the purpose of performing such obligation.
 - (ii) In exercising any rights under this subclause the Grantee shall:
 - (A) cause as little damage, disturbance, inconvenience and interruption to the servient tenement and to the use of the servient tenement as is reasonably necessary.
 - (B) ensure that all work is performed in a proper and workmanlike manner.
 - (C) ensure that all work is completed promptly.
 - (D) forthwith make good any damage done to the servient tenement.
- (g) If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this instrument the following provisions shall apply:
- (i) the other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven days from service of the default notice the other party may perform such obligation;
 - (ii) if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
 - (A) perform such obligation; and
 - (B) for that purpose enter the relevant servient tenement or dominant tenement and carry out any work;
 - (iii) the defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of costs incurred in performing such obligation;

Annexure schedule 1

Page 6 of 7 Pages

2009/6043EF
APPROVED
Registrar-General of Land

*Insert instrument type***Easement***Continue in additional Annexure Schedule, if required*

- (iv) the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.

3. Water supply easements

The following provisions shall apply to each water supply easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to take and convey water in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the source of supply or point of entry through the easement facility and over the water supply area of the servient tenement to the dominant tenement.
- (b) The easement facility referred to in this instrument is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the Grantor at the time of installation of the facility.
- (c) The Grantor and Grantee shall be equally responsible for the repair and maintenance of the water supply so as to keep the same in good order, repair and condition and to prevent the same becoming a nuisance.
- (d) The Grantor must not do and must not allow to be done anything on the servient tenement that may cause the purity or flow of water in the water supply system to be diminished or polluted.

4. Maintenance Attributable to Registered Proprietor

Where the need for any maintenance or repair is directly attributable to the actions of one only of the registered proprietors or of any tenant, servant, agent, workman, licensee or invitee of, or any visitor to, that registered proprietor, then that registered proprietor will pay all costs of that maintenance and repair.

5. Arbitration

If any dispute arises between any Grantor and/or Grantee concerning the easements created herein, the parties will:

- (a) Enter into negotiations in good faith to resolve the dispute;
- (b) If the dispute is not resolved within one (1) month of the date of which the parties begin their negotiations, submit the dispute to the arbitration of an independent arbitrator appointed jointly by the parties.

Annexure schedule 1

Page 7 of 7 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- (c) If the parties cannot agree on that appointment within fourteen (14) days then the arbitration shall be carried out by the independent arbitrator appointed by the President of the Wellington District Law Society.
- (d) Such arbitration will be determined in accordance with the Arbitration Act 1996.

The execution of this document is a submission to arbitration.

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)

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

Mortgage

2015/6250
APPROVED
Registrar-General of Land

Page 1 of 1 pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

ANZ BANK NEW ZEALAND LIMITED

10212247.14

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 **90E** of the Land Transfer Act 1952]

~~Pursuant to [Section s224(b)(6) of the Resource Management Act 1991]~~

~~Pursuant to [Section _____ of the _____ Act]~~

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

The Consentor hereby consents to:

1. The Easement Instrument creating the within easements.
- 2.
- 3.
- 4.
- 5.

Dated this 11 day of August 2016

Attestation

X. Justin Anthony Betteridge ANZ Bank New Zealand by its Attorney	Signed in my presence by the Consentor Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address MALCOM RICHARD BANKS BANK OFFICER AUCKLAND
Signature of Consentor	

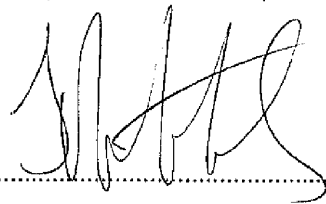
An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 – AUCKLAND DISTRICT LAW SOCIETY

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

I, Justin Anthony Betteridge of Auckland, New Zealand, currently holding the position of Lending Services Team Leader of ANZ Bank New Zealand Limited, certify –

1. That by deed dated 29 October 2012, ANZ Bank New Zealand Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.



Justin Anthony Betteridge

ANZ Bank New Zealand
by its Attorney

Signed this Thursday, 11 August 2016.