

View Instrument Details



Instrument No 8546972.9
Status Registered
Date & Time Lodged 21 July 2010 16:05
Lodged By Rozee, Vivienne Margaret Joan
Instrument Type Easement Instrument



Affected Computer Registers	Land District
466495	Wellington
466496	Wellington
466497	Wellington
466498	Wellington
466499	Wellington
466500	Wellington
466501	Wellington
466502	Wellington
466503	Wellington
466504	Wellington
466505	Wellington
466507	Wellington
466511	Wellington
466514	Wellington
466517	Wellington
466518	Wellington
466519	Wellington

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 8429713.1 has consented to this transaction and I hold that consent

Signature

Signed by Bernard Geoffrey Rowe as Grantor Representative on 08/07/2010 03:54 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

Grantee Certifications

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 Bernard Geoffrey Rowe as Grantee Representative on 08/07/2010 03:54 PM

***** 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
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Grantor

Kapiti Views Trustees Limited

Grantee

Kapiti Coast District Council

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 <i>profit(s) à prendre</i> 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
Right to Drain Stormwater	D on DP 413488	Lot 2 (CT 466496)	in gross
	E on DP 413488	Lot 3 (CT 466497)	in gross
	F on DP 413488	Lot 4 (CT 466498)	in gross
	G on DP 413488	Lot 5 (CT 466499)	in gross
	H on DP 413488	Lot 6 (CT 466500)	in gross
	I & QQ DP 413488	Lot 7 (CT 466501)	in gross
	K, KK & MM DP 413488	Lot 8 (CT 466502)	in gross
	L on DP 413488	Lot 9 (CT 466503)	in gross
	N on DP 413488	Lot 13 (CT 466507)	in gross
	X & Y DP 413488	Lot 21 (CT 466517)	in gross
	AA & PP DP 413488	Lot 22 (CT 466518)	in gross
GG on DP 413488	Lot 10 (CT 466504)	in gross	

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Annexure Schedule 1

Schedule A Dated this day of Page of pages

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (In gross)
Right to Drain Stormwater	HH on DP 413488	Lot 11 (CT 466505)	In gross
	BB on DP 413488	Lot 23 (CT 466519)	In gross
Right to drain Stormwater & Right to Drain Sewage	B on DP 413488	Lot 1 (CT 466495)	In gross
	W on DP 413488	Lot 19 (CT 466514)	In gross
	NN on DP 413488	Lot 21 (CT 466517)	In gross
	OO & PP on DP 413488	Lot 22 (CT 466518)	In gross
Right to Drain Sewage	CC on DP 413488	Lot 23 (CT 466519)	In gross
	C on DP 413488	Lot 1 (CT 466495)	In gross
	O on DP 413488	Lot 13 (CT 466507)	In gross
	JJ & S on DP 413488	Lot 17 (CT 466511)	In gross
	Z on DP 413488	Lot 21 (CT 466517)	In gross
	II on DP 413488	Lot 23 (CT 466519)	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 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 _____]~~

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

Easement Instrument Dated this day of Page of pages

Continue in additional Annexure Schedule, if required.

Continuation of Estate or Interest to be created

BACKGROUND:

The easements are granted as a condition of subdivision consent pursuant to Section 220(1)(f) Resource Management Act 1991.

THE PARTIES FURTHER AGREE:

- 1. Any terms used in this easement that are defined in the Land Transfer Regulations 2002 shall take those meanings.
2. The Grantor covenants with the Grantee not to place any buildings, erect fences or other permanent structures on the Stipulated Course without the prior written consent of the Grantee and the Grantor will not at any time commit or suffer any acts whereby the rights, powers, licenses and liberties hereby granted to the Grantee may be interfered with or affected. For the purposes of this clause any consent given under the Building Act 2004 shall not be regarded as written consent for the purposes of this easement.
3. The maintenance provisions in the Fourth Schedule to the Land Transfer Regulations 2002 are modified by adding the following: Any maintenance, repair or replacement of the easement facilities that is necessary because of any act or omission by the Grantor must be carried out promptly by the Grantor at the sole cost of the Grantor or in such proportion as relates to the act or omission.
4. The Grantee may convey or discharge water or sewage in any quantities.
5. The Grantee's rights to the easement facility or facilities under this easement are exclusive.
6. Nothing contained or implied by this easement shall be deemed to compel the Grantee to convey sewage or to drain water along the Stipulated Course.
7. Any rights or immunities from liabilities, powers and remedies which the Grantee may have or be entitled to by virtue of statute or common law shall not be affected by the easement and the Grantee may exercise any such other powers vested in it at common law or by statute independently of these grants of easements.

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.