

View Instrument Details



Instrument No 9882366.3
Status Registered
Date & Time Lodged 29 January 2015 14:42
Lodged By White, Deborah Ann
Instrument Type Easement Instrument



Affected Computer Registers	Land District
587416	South Auckland
588291	South Auckland
588292	South Auckland
588293	South Auckland

Annexure Schedule: Contains 8 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 B464081.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Andrew Gordon Fletcher as Grantor Representative on 05/02/2015 06:06 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 ☒
- 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 Gordon Fletcher as Grantee Representative on 05/02/2015 06:06 PM

*** End of Report ***

28/10/2014 TUE 12:15 FAX

0004/011

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

CHESHUNT FARM LIMITED

Grantee

WAIKATO 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 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 (overland flow path)	A & I DP 455848	Lot 31 DP 455848 (588292)	In Gross
	B & C DP 455848	Lot 100 DP 455848 (587418)	
Right to Drain Water (overland flow path)	D, F & G DP 455848	Lot 32 DP 455848 (588293)	
	H & J DP 455848	Lot 30 DP 455848 (588291)	
Right to Convey Water	F & G DP 455848	Lot 32 DP 455848 (588293)	

28/10 2014 TUE 12:16 FAX

005/011

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]~~ ~~[negatives]~~ ~~[added to]~~ or ~~[substituted]~~ by:

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

~~[the provisions set out in Annexure Schedule A]~~

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 _____]~~

Handwritten signatures and initials, including what appears to be 'PJ' and '521'.

28/10/2014 TUE 12:16 FAX

2006/011

Annexure Schedule 1

2003/6038EF
Approved
Registrar-General of Land

*Easement Instrument

Dated

Page 3 of 5 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

SCHEDULE A

CONTINUATION OF EASEMENT TO BE CREATED

WAIKATO DISTRICT COUNCIL LAND DRAINAGE OVERLAND FLOW PATH EASEMENTS

Easement, rights and powers (including terms, covenants and conditions). The rights and powers in respect of the overland flow path and maintenance easement will be those rights and powers set out herein.

1. Interpretation

Grantee means Waikato District Council and its successors, agents, employees, contractors, tenants, licensees, and other invitees of the grantee.

Grantor means the registered proprietor of the servient land and includes the agents, employees, contractors, tenants, licensees, and other invitees of the grantor.

Plan means DP 455848

Servient land means the servient tenement.

Stipulated course or stipulated area means those areas set out in Schedule A and marked on the plan

2. Overland Flowpath and Maintenance

(a) The overland flowpath and maintenance easement is confined to the right for the drainage and conveyance of water (whether sourced from rain, springs, soakage or seepage) in any quantity over the **stipulated course or stipulated area**.

(b) The **grantor** will not do, permit or cause or suffer anything which may in any way limit, interfere with or detract from the exercise by the **grantee** of any of the rights granted and in particular (but without being limited to such matters) the **grantor** will not:

- (i) Alter the ground surface or contour of the **stipulated course or stipulated area**;
- (ii) Deposit any fill on the **stipulated course or stipulated area**;

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.

28/10/2014 TUE 12:16 FAX

007/011

Annexure Schedule 1

2003/8038EF
Approved
Registrar-General of Land

*Easement Instrument

Dated

Page 4 of 5 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

CONTINUATION OF EASEMENT TO BE CREATED

- (iii) Plant or grow any trees or shrubs on the **stipulated course or stipulated area** but will ensure it is grassed and maintained in a neat and tidy condition. Those parts of the **stipulated course or stipulated area** that are used for access and/or driveway purposes will be paved or sealed and maintained and/or repaired as required to ensure the proper functioning of the **stipulated course or stipulated area**;
- (iv) Lay any pipes and cables for electricity gas and telephone through the **stipulated course or stipulated area** other than at a depth and location first approved by the **grantee** other than those required by Clause vi below;
- (v) Build, construct, erect or place any building or structure (including any fence or gate) or pave, seal on or within the **stipulated course or stipulated area**, except as designed and constructed or performed with the prior written consent from and to the satisfaction of the **grantee** other than required by Clause vi below;
- (vi) Grant any rights over the **stipulated course or stipulated area** to any party other than the **grantee** except the easements referred to in the Memoranda and/or schedule of easements submitted to Land Information New Zealand with the plan.

3. Repair, Maintenance and Costs

- (a) The **grantee** will be responsible for any remedial work other than:
 - (i) Remedial work required to ensure the effective day to day operation of the overland flowpath; and
 - (ii) Remedial work which is required as a result of an act or omission by the **grantor**. The **grantor** shall promptly carry out, at the **grantor's** sole cost, such remedial work.

4. Rights of Entry

- (a) For the purpose of performing any duty or in exercise of any rights conferred under this easement, the **grantee** may:
 - (i) Enter upon the **servient land** by a reasonable route and with all necessary tools, vehicles and equipment; and
 - (ii) Remain on the **servient land** for a reasonable time for the sole purpose of completing the necessary work; and
 - (iii) Leave any vehicles or equipment on the **servient land** for a reasonable time if work is proceeding. The **grantee** will ensure that any vehicles on the **servient land** will not restrict the **grantor's** access.

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.

28/10/2014 TUE 12:16 FAX

008/011

Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Easement Instrument

Dated

Page 5 of 9 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

CONTINUATION OF EASEMENT TO BE CREATED

- (b) The grantee must ensure that as little damage or disturbance as possible is caused to the **servient land** or to the **grantor**.
- (c) The grantee must ensure that all work is performed in a proper and workmanlike manner.
- (d) The grantee must ensure that all works is completely promptly.
- (e) The grantee must immediately make good any damage done to the **servient land** by restoring the surface of the land as nearly as possible to its former condition.
- (f) The grantee shall give the grantor reasonable notice in writing of its intention to perform any work (including inspection) on the **stipulated course or stipulated area** unless an extreme emergency requires immediate action.
- (g) The grantee will from time to time repair and make good all damage to paving, sealing, fences, hedges, trees, shrubs, gates, drains or other improvements in or upon the **servient land**, caused by the carrying out by the grantee of any of the authorised work.

5. General

- (a) Nothing herein contained or implied shall be deemed to compel the grantee to use the easement facility prescribed on the **stipulated course or stipulated area** at any time and the grantee may discontinue use at will.
- (b) Nothing contained or implied in this easement shall limit or derogate from the powers or privileges vested in the grantee by any statute, regulation, by law or otherwise.

6. Default

If the grantor or the grantee does not meet the obligations implied or specified in this easement:

- (a) The party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation;

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.

28/10 2014 TUE 12:16 FAX

009/011

Annexure Schedule 1

2093/6038EF
Approved
Registrar-General of Land

*Easement Instrument

Dated

Page 6 of 8 pages

* Insert type of instrument

Continue in additional Annexure Schedule if required.

CONTINUATION OF EASEMENT TO BE CREATED

- (b) If, at the expiry of the 7-working day period, the party in default has not met the obligation, the other party may:
- (i) Meet the obligation; and
 - (ii) For that purpose, enter the servient land.
- (c) The party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation;
- (d) The other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

7. Disputes

If a dispute in relation to the easement arises between the parties who have a registered interest under the easement:

- (a) The party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (i) The dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) The arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the District Law Society (being the District Law Society that has its headquarters closest to the land).

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.

28/10/2014 TUE 12:16 FAX

010/011

Annexure Schedule 1

2003/6038EF
Approved
Registrar-General of Land

*Easement Instrument

Dated

Page 7 of 8 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

CONTINUATION OF EASEMENT TO BE CREATED

WAIKATO DISTRICT COUNCIL RIGHT TO CONVEY WATER EASEMENTS

SCHEDULE OF CLAUSES

1. Grant of Rights, Powers and Privileges
 - 1.1 The Grantee shall have the full free uninterrupted and unrestricted right at all times hereafter:
 - (a) to take and convey water in a free and unimpeded flow (except during periods of necessary cleaning and repairing) through the Easement Facility and over the servient land;
 - (b) to lay, make, construct, maintain, alter or repair the Easement Facility as the Grantee shall from time to time think fit
2. The Easement Facility referred to in 1.1.(a) and (b) is the Easement Facility laid or to be laid along the areas marked "F" and "G" on Deposited Plan 455848 ("Stipulated Area")
3. For the purpose of performing any duty or in the exercise of any rights implied in this Easement instrument, the Grantee may:
 - (a) enter upon the servient land by the most practicable route from the nearest public street across any part of the servient land;
 - (b) remain on the servient land for a reasonable time for the purposes of completing any work;
 - (c) bring on to the servient land such materials, tools, equipment, machinery, vehicles or other things which may be necessary for the purposes of completing the necessary work;
 - (d) leave any vehicle or equipment on the servient land for a reasonable time if work is proceeding;
 - (e) sink and make trenches and shafts on the Stipulated Area;
 - (f) excavate any clay, gravel, shingle, stones and earth from the Stipulated Area;
 - (g) inspect, maintain, cleanse, repair, extend, remove, enlarge or replace the Easement Facility;
 - (h) generally do and perform such acts and things in or upon the Stipulated Area as may be necessary or proper for or in relation to any of the purposes of this easement.

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 1

2003/6038EF
Approved
Registrar-General of Land

29579 / 028

28/10/2014 TUE 12:16 FAX

011/011

*Easement Instrument

Dated

Page 8 of 8 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

CONTINUATION OF EASEMENT TO BE CREATED

4. The Grantee shall:

- (a) give the Grantor reasonable notice in writing of its intention to perform any work (including inspection) on the Easement Facility unless an extreme emergency requires immediate action;
- (b) remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the Stipulated Area;
- (c) upon the Grantee disturbing the surface of the Stipulated Area for any reason, without delay restore the same as nearly as possible to its original condition;
- (d) repair and make good any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights granted by this Easement Instrument but the Grantee shall not be:
 - (i) responsible for the cost of removing or damaging any fence, building or improvements or trees upon, or any tree roots growing within, the Stipulated Area, as prohibited under clause 5.

5. The Grantor will not permit, or cause, or suffer anything which may in any way limit, interfere with, or detract from, the exercise by the Grantee of any of the rights granted and in particular (but without being limited to such matters) the Grantor will not:

- (a) build, construct, erect or place any building or structure (including any fence or gate) on the Stipulated Area, without prior written consent from and to the satisfaction of the Grantee;
- (b) pave seal or plant or grow any trees or shrubs or allow any tree roots within the Stipulated Area but will ensure it is grassed and maintained in a neat and tidy condition.
- (c) deposit any fill or seal on the Stipulated Area;
- (d) lay any pipes and cables for electricity, gas and telephone through the Stipulated Area other than at a depth and location first approved by the Grantee.

6. The Easement Facility and any other structures, plant or equipment erected or installed by the Grantee on the Stipulated Area shall be the property of the Grantee.

7. Nothing contained or implied in this Easement Instrument shall be construed so as:

- (a) to compel the Grantee to exercise all or any of the rights granted by this Easement Instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will;
- (b) to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

8. Where there is a conflict between the provisions of paragraphs 1-7 and/or 8 hereof ("the Modification") and the provisions of the said Fourth Schedule, the Modifications must prevail.

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.