

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

WELLINGTON



EI 7962626.11 Easement

Copy - 01/01, Pgs - 006, 09/10/08, 11:05



DocID: 412032192

Grantor

Surname(s) must be underlined or in CAPITALS.

KOTUKU PARKS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.


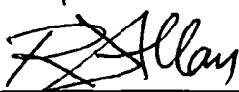
KOTUKU PARKS LIMITED


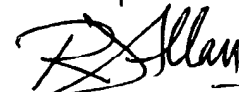
Grant* of easement or profit à prendre or creation or covenant

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).

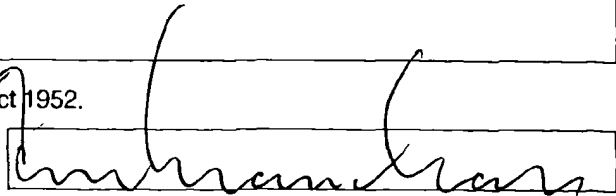
Dated this 12 day of October 2008

Attestation

<p>KOTUKU PARKS LIMITED by its Directors</p> <p> Alan Alexander Fraser</p> <p> Richard John Allan</p>	<p>Signed in my presence by the Grantor</p> <hr/> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature {common-seal} of Grantor</p>	

<p>KOTUKU PARKS LIMITED by its Directors</p> <p> Alan Alexander Fraser</p> <p> Richard John Allan</p>	<p>Signed in my presence by the Grantee</p> <hr/> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature {common-seal} of Grantee</p>	

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.

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement instrument

Dated

18 October, 2008

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenants	Deposited Plan No. 401418 Lots 230 to 240 (inclusive)	Identifiers 403594 to 403601 (inclusive) and Identifiers 403603 to 403605 (inclusive)	Identifiers 403594 to 403601 (inclusive) and Identifiers 403603 to 403605 (inclusive)
	Lots 242 to 251 (inclusive)	Identifiers 403606 to 403615 (inclusive)	Identifiers 403606 to 403615 (inclusive)
	Lots 258 to 265 (inclusive)	Identifiers 403616 to 403623 (inclusive)	Identifiers 403616 to 403623 (inclusive)
	Lot 266	Identifier 403593	Identifier 403593

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 Fifth Schedule of the Property Law Act 2007.~~
~~The implied rights and powers are [varied] [negated] [added to] or [substituted] by:~~
~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1962].~~
~~[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 1962].~~
~~[Annexure Schedule 2].~~

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

A *B*

Annexure Schedule 2



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

Land Covenants

Dated 17 October 2008

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(Continue in additional Annexure Schedule, if required.)

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions relate to the Land Covenants

"Covenants" means the Land Covenants created by this Instrument;

"Servient Tenement" means the computer freehold Identifiers shown as the Servient Tenement in **Annexure Schedule 1**;

"Dominant Tenement" means the computer freehold Identifiers shown as the Dominant Tenement in **Annexure Schedule 1**;

1.2 References to a statute include all amendments, revisions, substitutions or consolidations made to that statute;

1.3 References to the Grantor or the Grantee include the successors and assigns of the Grantor or the Grantee;

2. CREATION OF COVENANTS

2.1 The Land Covenants shall forever bind and run with the Servient Tenement for the benefit of the Dominant Tenement and the Grantee may enforce the observance of the Land Covenants against the Grantor.

3. LAND COVENANTS

3.1 The Grantor in relation to each Identifier described in **Annexure Schedule 1** as the Servient Tenement shall:

(a) Build one dwelling only, together with any accessory buildings on the Servient Tenement after the plans and specifications for the dwelling and any accessory buildings have first been approved in writing by Kotuku Parks Limited as the Grantor in accordance with **clause 3.1(b)** and a Building Consent for the dwelling and any accessory buildings has been granted by the Kapiti Coast District Council as the Territorial Authority. These requirements are essential covenants.

(b) Submit the plans and specifications for the dwelling and any accessory buildings for the written approval of Kotuku Parks Limited as the Grantor. The plans and specifications for the dwelling and any accessory buildings must be designed to a high standard and conform aesthetically with the standards of design and construction of dwellings and accessory buildings in the current and adjoining stages of the Grantor's development known as "Kotuku Parks". The written approval by Kotuku Parks Limited as Grantor shall not be unreasonably or arbitrarily withheld or delayed.

(c) Not erect a second-hand dwelling, relocatable or pre-built dwelling, or any accessory buildings, or any caravan as a dwelling or temporary dwelling.

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

Land Covenants

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(Continue in additional Annexure Schedule, if required.)

- (d) Not erect a garage or carport in materials of a lesser quality than those utilised for the dwelling, and no garage or carport shall be erected closer to the street frontage than the front building line of the dwelling erected or to be erected on the Identifier.
- (e) Not establish a driveway or vehicular access of materials other than permanent surfacing. Construction of the driveway or vehicular access shall not be delayed beyond 18 months after the issue of a Code Compliance Certificate for the dwelling by the Kapiti Coast District Council as the Territorial Authority.
- (f) Not use any second-hand building materials of any kind in any dwelling or any accessory buildings.
- (g) Not use any tempered hardboard, corrugated iron products or fibrous cement products for the exterior cladding of the dwelling or any accessory buildings.
- (h) Not use corrugated iron or post and wire in the construction of any fence nor must the fence exceed 1.83 metres in height above the natural ground level.
- (i) Not allow any caravans, motor vehicle bodies, trade vehicles or equipment, trucks, tractors, earthmoving machinery, rubbish or debris of any kind to be parked, stored, or left on the Identifier or adjacent to the Identifier, except when building operations are in progress or unless such items are adequately garaged or screened to prevent offence to neighbours.
- (j) Not allow any water storage tank to be installed unless it is fully enclosed either in or under a structure approved in writing by the Grantor. The written approval of Kotuku Parks Limited as Grantor shall not be unreasonably or arbitrarily withheld or delayed.
- (k) Not erect a glasshouse exceeding 20 square metres in area.
- (l) Not erect a clothes line except such as may be aesthetically sensitive in terms of design and location, and sited in such a way as not to be highly visible from the street.
- (m) Not erect a letter box except such as may be aesthetically sensitive in terms of design and location and sited next to but not in any road services.
- (n) Not erect any signs or advertising billboards.
- (o) Maintain the Kapiti Coast District Council owned road frontage in a good and tidy condition.

4. NO SUBDIVISION

- 4.1 The Grantor in relation to each Identifier described in **Annexure Schedule 1** as the Servient Tenement shall not subdivide the Identifier with the effect of creating one or more additional identifiers to the intent that the land of each Identifier must only comprise a single family dwelling. This restriction is an essential covenant.

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Annexure Schedule 2

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

Land Covenants

Dated

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(Continue in additional Annexure Schedule, if required.)

5. DRAINAGE EASEMENT

- 5.1 The Identifiers for the Grantor's Land described in **Annexure Schedule 1** as the Servient Tenement may record that the Identifier is "**subject to drainage and other rights over part created by Transfer 58646**" and for the purposes of this instrument the registered proprietor of such land, covenants for the benefit of the Dominant Tenement to co-operate fully with the Grantor in completing the surrender of those rights in Transfer 58646 when requested in writing to do so by the Grantor, on the basis that the drainage rights and rights associated with drainage ceased upon the Crown subdivision of the appurtenant land formerly in CT WN149/179 by non-inclusion in warrants issued for Ngarara Settlement Sections 1S, 2S, 3S, 4S and 5S and subsequent fee simple titles.
- 5.2 The Grantor in the event that there are "Drainage and other Rights" pursuant to Transfer 58646 registered over part of the Grantor's Land described in **Annexure Schedule 1** as the Servient Tenement may at its entire discretion and at its expense decide to surrender those "Drainage and other Rights".
- 5.3 The registered proprietor of an Identifier being part of the Grantor's Land as described in **Annexure Schedule 1** as the Servient Tenement must cooperate fully and promptly with the Grantee in completing the surrender of the Drainage and other Rights in Transfer 58646 that may be registered over the registered proprietor's Identifier being part of the Grantor's Land in **Annexure Schedule 1** as the Servient Tenement when requested in writing to do so by the Grantor.

6. GRANTOR'S FUTURE SUBDIVISION

- 6.1 The Registered proprietor of an Identifier being part of the Grantor's Land as described in **Annexure Schedule 1** as the Servient Tenement must not lodge any submission or participate in any objection or appeal which opposes the application, designation, resource consent or notice or requirement, or take any other action, which may have the effect of preventing or interfering with the Grantor's activities, developments or plans in relation to the balance of the Grantor's land known as "Kotuku Parks Paraparaumu Beach North" and comprised in Identifiers 308901, 308902, 308932, 308933, WN22D/277 and 179646

7. BREACH AND REMEDIES

- 7.1 If there should be any breach or non-observance on the Grantor's part of any of the restrictions and stipulations contained in this instrument and without prejudice to any other liability which the Grantor may have to the Grantee and any person or persons having the benefit of these restrictions and stipulations the Grantor will upon written demand being made by the Grantee giving reasonable notice, remedy any breach if capable of remedy on terms and conditions proposed by the Grantee which may involve being required to remove any caravan or moveable items, structure or building material which breaches the terms of these restrictions and stipulations.
- 7.2 The provisions of **clause 7.1** relating to "Breaches and Remedies" of the Land Covenants shall cease to bind Kotuku Parks Limited as Grantor immediately following the registration of the transfer of the Identifier being part of the Servient Tenement.

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Annexure Schedule 2



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

Land Covenants

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(Continue in additional Annexure Schedule, if required.)

8. INDEMNITY

- 8.1 In all other respects the Grantor will at all times indemnify and keep the Grantee indemnified from all losses, costs, claims and demands including from any fines or penalties involved as a result of any statutory breach in respect or non-observance by the Grantor of the restrictions and stipulations contained in this instrument.
- 8.2 The provisions of **clause 8.1** relating to the "indemnity" shall cease to bind Kotuku Parks Limited as Grantor immediately following the registration of the transfer of the Identifier being part of the Servient Tenement.

9. DISPUTE RESOLUTION

- 9.1 If any dispute arises between the Grantor and the Grantee concerning the rights and obligations contained in this instrument, the parties will enter into negotiations in good faith to resolve the dispute themselves or through any informal dispute process they mutually agree upon. If the dispute is not resolved within 20 Working Days of the date on which notice of the dispute is served on one party by the other, the parties will submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator within a further 10 Working Days the President or his or her nominee for the time being of the New Zealand Law Society will appoint an independent arbitrator experienced in the area of the dispute. In the event that the President of the New Zealand Law Society or his or her nominee fails to appoint an arbitrator, either party may request the High Court to make an appointment. The appointment decision of the High Court may not be appealed.
- 9.2 The arbitration proceedings will be conducted in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.

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