

Kapiti Coast District Council Easements

- **Sewage – Water: Easement Instrument No. 9454050.6** Right to Drainage Sewage, to Drain Water and to Convey Water over Lot 5 Deposited Plan 431964 **in favour of the Kapiti Coast District Council in gross.**
- **Fencing Covenant: Easement Instrument No. 9454050.10** Fencing Covenant **in favour of Kapiti Coast District Council** as Proprietor of the "**Recreation Reserve**" (Lot 13) and "**Local Purpose (Accessway) Reserve**" (Lot 12) in respect of Lots 1, 2, 4, 5, 6, 7, 8 & 9 on Deposited Plan 431964.
- **Waikanae Estuary Scientific Reserve – Land Covenants: Easement Instrument No. 9454050.11** Land Covenants **in favour of Kapiti Coast District Council as the proprietor of the Recreation Reserve and the Local Purpose (Accessway) Reserve** in respect of Lots 1, 2, 3, 4 & 10 on Deposited Plan 431964 to maintain and preserve the native trees and shrubs and erect and maintain a visually permeable fence within three metres of the boundary of the **Waikanae Estuary Scientific Reserve.**



View Instrument Details

Instrument No. 9454050.6
Status Registered
Date & Time Lodged 30 Jul 2013 16:29
Lodged By Shanahan, Foss Michael
Instrument Type Easement Instrument



Affected Computer Registers **Land District**

523264 Wellington

Annexure Schedule: Contains 2 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

Signature

Signed by Foss Michael Shanahan as Grantor Representative on 30/07/2013 04:10 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 Foss Michael Shanahan as Grantee Representative on 30/07/2013 04:11 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

Grantor

KOTUKU PARKS 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 *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
Right to Drain Sewage	A	Lot 5 DP 431964 Identifier 523264	Grantee In Gross
Right to Drain Water	A		
Right to Convey Water	A		

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] [negatived] [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 _____]~~





View Instrument Details

Instrument No. 9454050.10
Status Registered
Date & Time Lodged 30 Jul 2013 16:29
Lodged By Shanahan, Foss Michael
Instrument Type Easement Instrument



Affected Computer Registers	Land District
523260	Wellington
523261	Wellington
523263	Wellington
523264	Wellington
523265	Wellington
523266	Wellington
523267	Wellington
523268	Wellington
523270	Wellington
523271	Wellington

Annexure Schedule: Contains 2 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

Signature

Signed by Foss Michael Shanahan as Grantor Representative on 30/07/2013 04:19 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 Foss Michael Shanahan as Grantee Representative on 30/07/2013 04:19 PM

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

Form B

**Easement instrument to grant easement or *profit à prendre*, or create
land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Kotuku Parks Limited

Grantee

Kapiti Coast District Council

Grant of Easement or *Profit à prendre* or Creation of Covenant

<p>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)</p>
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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
Fencing Covenant	Lots 1, 2, 4, 5, 6, 7, 8 & 9	CT Identifiers 523260, 523261, 523263, 523264, 523265, 523266, 523267 & 523268	Lots 12 and 13 – CT Identifiers 523270 & 523271

Form B - continued

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] [negatived] [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 below:

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

~~[Annexure Schedule _____]~~

The Grantor doth hereby covenant and agree with the Grantee that

- the Grantee and its successors shall not be liable to contribute towards the expense of the erection or maintenance of any fence between the land of the Grantor described in Schedule A as the Servient Tenement and the land of the Grantee described in Schedule A as the Dominant Tenement,
- fences shall be erected and maintained within 3 metres of any boundary between the Servient Tenement and the Dominant Tenement,
- fences of close boarded construction shall have a maximum height of 0.7 metres above ground level and fences of visually permeable construction (e.g. pool type fencing) shall have a maximum height of 1.2 metres above ground level.
- this agreement shall enure and bind all and any subsequent purchasers from the Grantor and all other successors in title of the land described in Schedule A as the Servient Tenement and this agreement shall not expire for any reason but shall remain in force and apply in perpetuity by virtue of Section 6(2) of the Fencing Act 1978.



View Instrument Details

Instrument No. 9454050.11
Status Registered
Date & Time Lodged 30 Jul 2013 16:29
Lodged By Shanahan, Foss Michael
Instrument Type Easement Instrument



Affected Computer Registers	Land District
523260	Wellington
523261	Wellington
523262	Wellington
523263	Wellington
523269	Wellington
523270	Wellington
523271	Wellington

Annexure Schedule: Contains 2 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

Signature

Signed by Foss Michael Shanahan as Grantor Representative on 30/07/2013 04:20 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 Foss Michael Shanahan as Grantee Representative on 30/07/2013 04:21 PM

*** End of Report ***

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Kotuku Parks Limited

Grantee

Kapiti Coast District Council

Grant of Easement or *Profit à prendre* or Creation of Covenant

<p>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)</p>
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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
	431964.		
Land Covenants	Lots 1, 2, 3, 4 & 10	CT Identifiers 523260, 523261, 523262, 523263 & 523269	Lots 12 and 13 – CT Identifiers 523270 & 523271

Form B - continued

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 below:

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

~~[Annexure Schedule —]~~

The Grantor doth hereby covenant and agree with the Grantee that the Grantor described in Schedule A as the Servient Tenement having established a two metre wide planting strip (inter alia) along the northern boundaries of the Servient Tenement consisting of a variety of native trees and shrubs in accordance with the Resource Consent from the Grantee, the Kapiti Coast District Council [RM060162] at an average height (when fully grown) of 1.5 metres above ground level measured from the highest point within each of the covenanted identifiers in that Servient Tenement, shall:

- maintain and preserve the native trees and shrubs referred to in the preceding paragraph,
- erect and maintain a visually permeable fence within 3 metres of the boundary between the Servient Tenement and the **Waikanae Estuary Scientific Reserve** (Lot 1 DP 50376),
- bind all and any subsequent purchasers from the Grantor and all other successors in title of each of the allotment lands collectively described in Schedule A as the Servient Tenement.

The Grantee may enforce the observance of the Land Covenants against the Grantor and all and any subsequent purchasers from the Grantor and all other successors in title of each of the allotment lands collectively described in Schedule A as the Servient Tenement and the Land Covenants shall forever bind and run with the Servient Tenement for the benefit of the Dominant Tenement.