

**Service Easements  
Lot 5 Deposited Plan 431964**

- **Service Easements: Easement Instrument No. 9454050.5 Kotuku Parks Limited** Lot 5 on Deposited Plan 431964 is subject to a Right of Way, Right to Convey Water, Right to Drain Sewage and Water, Right to Convey Electricity, Telecommunications and Computer Media and Gas over that part marked "A" Lot 5 on Deposited Plan 431964 in favour of **Kotuku Parks Limited as the Dominant Tenement.**
- **Sewage & Water: Easement Instrument No. 9454050.6** Lot 5 Deposited Plan 431964 subject to a right (in gross) to drain sewage and water and convey water over that part marked "A" Lot 5 on Deposited Plan 431964 **in favour of Kapiti Coast District Council as the Dominant Tenement.**
- **Electricity: Easement Instrument No. 9454050.7** subject to a right (in gross) to convey electricity over part marked "A" Lot 5 on Deposited Plan 431964 **in favour of Electra Limited as the Dominant Tenement.**
- **Telecommunications: Easement Instrument No. 9454050.8** subject to a right (in gross) to convey telecommunications and computer media over part marked "A" Lot 5 on Deposited Plan 431964 **in favour of Chorus New Zealand Limited as the Dominant Tenement.**
- **Gas: Easement Instrument No. 9454050.9** subject to a right (in gross) to convey gas over part marked "A" Lot 5 on Deposited Plan 431964 **in favour of Vector Gas Limited as the Dominant Tenement.**
- **Fencing Covenant: Easement Instrument No. 9454050.10** Fencing Covenant **in favour of the Kapiti Coast District Council** as Proprietor of the "**Recreation Reserve**" (Lot 13) and "**Local Purposes (Accessway) Reserve (Lot 12)**" in respect of Lots 1, 2, 4, 5, 6, 7, 8 & 9.
- **Building Standards: Easement Instrument No. 9454050.12 "Land Covenants"** in respect of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 in favour of **Kotuku Parks Limited as the Dominant Tenement.**



# View Instrument Details

**Instrument No.** 9454050.5  
**Status** Registered  
**Date & Time Lodged** 30 Jul 2013 16:29  
**Lodged By** Shanahan, Foss Michael  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
523262	Wellington
523263	Wellington
523264	Wellington
523265	Wellington
523266	Wellington
523267	Wellington

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**Annexure Schedule:** Contains 2 Pages.

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## 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 04:09 PM

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## 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 04:09 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

KOTUKU PARKS LIMITED

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 of Way	"A" DP 431964	CR 523264 Lot 5	CR523262 (Lot 3)
Right to Convey Water			CR 523263 (Lot 4)
Right to Drain Sewage			CR 523265 (Lot 6)
Right to Drain Water			CR 523266 (Lot 7)
Right to Convey Electricity			CR 523267 (Lot 8)
Right to Convey Telecommunications and Computer Media			
Right to Convey Gas			

**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 \_\_\_\_\_]~~





# 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



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**Affected Computer Registers**    **Land District**

523264                                  Wellington

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**Annexure Schedule:** Contains 2 Pages.

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**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

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**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] [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 \_\_\_\_\_]~~





# View Instrument Details

**Instrument No.** 9454050.7  
**Status** Registered  
**Date & Time Lodged** 30 Jul 2013 16:29  
**Lodged By** Shanahan, Foss Michael  
**Instrument Type** Easement Instrument



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**Affected Computer Registers**    **Land District**  
523264                                  Wellington

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**Annexure Schedule:** Contains 2 Pages.

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## 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 04:13 PM

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## 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 04:13 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

ELECTRA LIMITED

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 Convey Electricity	"A" on Deposited Plan 431964	Lot 5 Deposited Plan 431964 Identifier 523264	Grantee In Gross

*A. Wilson*

*A. Bell*

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 these set out in:~~

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

~~[Annexure Schedule \_\_\_\_\_]~~





# View Instrument Details

**Instrument No.** 9454050.8  
**Status** Registered  
**Date & Time Lodged** 30 Jul 2013 16:29  
**Lodged By** Shanahan, Foss Michael  
**Instrument Type** Easement Instrument



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**Affected Computer Registers**    **Land District**

523264                                  Wellington

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**Annexure Schedule:** Contains 2 Pages.

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**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 04:15 PM

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**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 04:15 PM

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

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

**Grantor**

KOTUKU PARKS LIMITED

**Grantee**

CHORUS NEW ZEALAND LIMITED

**Grant of easement or *profit á 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) 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	Easement Land Shown (plan reference)	Servient tenement (Computer Register)	Dominant tenement (Computer Register) or in gross
<b>Right to convey Telecommunications and Computer Media</b>	<b>Shown "A" Lo 5 DP 431964</b>	<b>Computer Freehold Register 523264</b>	<b>Chorus New Zealand Limited (in gross)</b>

**Easements or *profit á 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] [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 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 1952]

[Annexure Schedule 2].



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**Annexure Schedule 2**

Page 2 of 2 Pages

*Insert instrument type*

**Easement**

*Continue in additional Annexure Schedule, if required.*

**Continuation of "Estate or Interest or Easement to be Created":**

- 1** The easement facility includes any "lines", "works", "existing lines" and "existing works" as defined in the Telecommunications Act 2001, owned by the grantee.
- 2** This grant of easement is not in substitution for, and is without prejudice to, such statutory rights and authorities as the grantee may have from time to time in respect of the Servient tenement.
- 3** The grantor has paid to the grantee the sum of \$153.33 (including GST), the receipt of which is hereby acknowledged, for administrative costs associated with the grant of this easement.



# View Instrument Details

**Instrument No.** 9454050.9  
**Status** Registered  
**Date & Time Lodged** 30 Jul 2013 16:29  
**Lodged By** Shanahan, Foss Michael  
**Instrument Type** Easement Instrument



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**Affected Computer Registers**    **Land District**  
523264                                  Wellington

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**Annexure Schedule:** Contains 4 Pages.

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## 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 04:17 PM

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## 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 Jenny Anne Armstrong as Grantee Representative on 30/07/2013 03:00 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)

Grantor

**Kotuku Parks Limited**

Grantee

**Vector Gas Limited**

**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) <b>DP 431964</b>	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey Gas	Marked "A"	Lot 5 DP 431964 CFR 523264	In Gross

**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

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 substituted by the provisions set out in Annexure Schedule.

**Covenant provisions**

Continued in Annexure Schedule

Insert instrument type

**Easement Instrument to grant easement or profit a prendre, or create land covenant**

*(Continue in additional Annexure Schedule, if required)*

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this instrument unless the context otherwise requires:

- (a) "Easement Land" means those parts of the Land specifically marked on the Plan and referred to as "shown (plan reference)" in Schedule A of this instrument.
- (b) "Emergency Situation" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of gas.
- (c) "Equipment" includes all pipes, ducting, cables Gas Measurement Systems, Distribution Systems and Fittings (as defined in the Gas Act 1992) and all other equipment which is situated under the Easement Land or which the Grantee requires to place under the Easement Land to carry out the Permitted Uses.
- (d) "Land" is the land comprised and described in the computer freehold register referred to as "servient tenement" in Schedule A of this instrument.
- (e) "Land Code" means the code of practice from time to time applying to the land based activities of organisations (including the Grantee) involved in the transmission and distribution of electricity and gas, and with respect to which the Grantee has agreed to be bound.
- (f) "Permitted Uses" are for the conveyance and supply of Gas (as defined in the Gas Act 1992).
- (g) "Plan" is the deposited plan referred to as "shown (plan reference)" in Schedule A of this instrument.
- (h) "Rights" are the full, free, uninterrupted and unrestricted ability and licence at all times to go on, over and under the Easement Land, to enter the Easement Land with or without vehicles, tools or machinery of any kind to:
  - (i) undertake Works; and
  - (ii) use the Equipment,

provided that, except in the event of an Emergency Situation or when operating the Equipment or carrying out Works of a minor nature ancillary to any such inspection, the Grantee shall provide the Grantor and/or the occupier for the time being of the Easement Land at least five (5) Working Days' notice prior to exercising the Rights.

- (i) For the avoidance of doubt, the Grantor acknowledges that, in substitution for the notice specified from time to time in the Land Code (if any), it agrees to the Grantee's operating, inspecting or carrying out Works of a minor nature ancillary to such inspection without the provision of notice. The Grantor further acknowledges that it agrees to the five (5) Working Day notice period above in substitution for the ten (10) Working Day notice period (or such other period as may be specified from time to time) specified in the Land Code (if any). "Working Day" means any day of the week other than:
  - (i) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Waitangi Day and the Provincial Anniversary as observed at the place where the Land is situated; and
  - (ii) A day in the period commencing with 25 December in any year and ending with 5 January in the following year.

A Working Day shall be deemed to commence at 8.00 am and to terminate at 8.00pm.

- (j) "Works" means constructing, laying, equipping, maintaining, inspecting, repairing, altering, renewing, replacing (with or without something substantially similar), upgrading, adding to, removing and operating the Equipment including but not limited to excavating trenches in which the Equipment will be placed, required to be undertaken by the Grantee in order that it may use the Easement Land for the Permitted Uses.



*insert instrument type*

**Easement Instrument to grant easement or profit a prendre, or create land covenant**

*(Continue in additional Annexure Schedule, if required)*

- (k) Headings are included for convenience only and do not affect the interpretation of this instrument.
- (l) Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.
- (m) Reference to the Grantee and Grantor is deemed to be a reference also to the Grantee's and Grantor's employees, workmen, engineers and agents unless repugnant to the context and, in the case of the Grantee, to any person nominated by the Grantee in accordance with clause 8.
- (n) Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.
- (o) Reference to the parties includes reference to the parties, executors, administrators, successors in title and assigns.

**2. GRANT**

- 2.1 The Grantor grants and the Grantee accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses together with the right to exercise the Rights for all time on the basis that no power is implied for the Grantor to determine this easement in gross for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement in gross shall subsist until surrendered. The Grantee acknowledges that the grant of this easement in relation to the Easement Land and the right to exercise the Rights is (subject as provided in clause 4.1) granted in common with the rights of the Grantor to use the Easement Land and the rights to use of the Easement Land granted by the Grantor to others.

**3. GRANTEE'S OBLIGATIONS**

- 3.1 The Grantee shall:
- (a) In undertaking any Works cause as little damage as possible to the Easement Land and as little inconvenience as possible to the Grantor and any other person having the right to use the Easement Land (subject as provided in clause 4.1); and
  - (b) Following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Easement Land as soon as possible after the Works have been completed and restore the surface of the Easement Land as nearly as possible to its former condition (unless otherwise agreed).

**4. GRANTOR'S OBLIGATIONS**

- 4.1 The Grantor shall not without the prior written consent of the Grantee (such consent not to be unreasonably withheld or delayed):
- (a) Place or allow to be placed any further building, fences or other erections on the Easement Land other than fences, driveways and erections in place as at the date of this instrument and replacements for those fences, driveways and erections; or
  - (b) Allow any further tree or shrub to grow on the Easement Land other than trees and shrubs planted on the Easement Land at the date of this instrument and replacements for those trees and shrubs; or
  - (c) Disturb or permit to be disturbed the soil below a depth of 400 millimetres from the surface of the Easement Land or remove any soil from the Easement Land except to the extent reasonably necessary to maintain, install, repair, replace or renew the driveway and other equipment and services sharing the Easement Land; or
  - (d) Permit to be done any act on the Easement Land that unreasonably interferes with or affects the use of the Easement Land for the Permitted Uses or the exercise by the Grantee of the Rights; or

Insert instrument type

**Easement Instrument to grant easement or profit a prendre, or create land covenant**

*(Continue in additional Annexure Schedule, if required)*

(e) Interfere with or allow any interference with the Equipment or cause or allow any damage to be done to the Equipment; or

(f) Grant any rights over the Easement Land to any party other than the Grantee except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan.

4.2 Should the Grantor fail to observe or breach any of its obligations contained in this clause 4 the Grantee may remedy any such failure to observe or breach and the Grantor shall reimburse the Grantee for the cost of any such remedy.

**5 MAINTENANCE**

5.1 The Grantee shall at its cost keep the Equipment in good and substantial repair although the Grantor acknowledges that the Grantee shall not be liable for any loss, cost or damage caused to or suffered by the Grantor as a result of any failure to repair the Equipment.

**6. OWNERSHIP**

6.1 The Grantee retains ownership of the Equipment which does not form part of the Land.

**7. IMPLIED RIGHTS AND POWERS**

7.1 The rights and powers implied in certain easements pursuant to Section 90D of the Land Transfer Act 1952 (and currently set out in Schedule 4 of the Land Transfer Regulations 2002) are, as between the Grantor and Grantee, substituted and replaced by the terms set out in this instrument.

**8. NOMINATION OF GRANTEE**

8.1 The Grantee may, by serving written notice to that effect on the Grantor (and without prejudice to the rights of the Grantee pursuant to Section 291 Property Law Act 2007) nominate any person to exercise (either together with the Grantee or otherwise) any of the Rights granted to the Grantee hereunder and may require the Grantor to grant to such person an easement substantially in the form of this instrument in respect of such Rights at the cost in all things of the Grantee.

**9. GRANTOR TO NOTIFY OCCUPIER**

9.1 The Grantor shall notify every occupier of the Easement Land of the terms of this instrument and shall procure that any such occupier shall comply with the terms of this instrument as necessary for the Grantee to have the full use and benefit thereof.

**10. DISPUTES**

10.1 If any dispute arises between the Grantor and the Grantee concerning the rights created by this instrument and the parties are unable to resolve that dispute through good faith negotiations,

(a) To the extent that the dispute falls within the categories of dispute dealt with pursuant to the Land Code, the parties shall comply with the provisions of the Land Code; and

(b) To the extent that the dispute does not come within the provisions of clause 10(a) and if the dispute is not resolved within one (1) month of the date on which the parties begin their negotiations:

(i) The dispute shall be referred to a senior manager or executive of each of the Grantor and the Grantee who shall enter into negotiations in good faith to resolve the dispute; or

(ii) If the parties agree (including as to the terms of reference), the matter may be referred to mediation.



# 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**

**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
<b>Fencing Covenant</b>	Lots 1, 2, 4, 5, 6, 7, 8 & 9	<b>CT Identifiers</b> 523260, 523261, 523263, 523264, 523265, 523266, 523267 & 523268	<b>Lots 12 and 13 – CT Identifiers</b> 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 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.** 9454050.12  
**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
523264	Wellington
523265	Wellington
523266	Wellington
523267	Wellington
523268	Wellington
523269	Wellington

**Annexure Schedule:** Contains 7 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 04:22 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 04:23 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**

<b>Kotuku Parks Limited</b>
-----------------------------

**Grantee**

<b>Kotuku Parks Limited</b>
-----------------------------

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

<p><b>The Grantor</b> being the registered proprietor of the servient tenement(s) set out in Schedule A <b>grants to the Grantee</b> (and, if so stated, in gross) the easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, <b>or creates</b> the covenant(s) <b>set out</b> in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)</p>
--

**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
Land Covenants	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10	CT Identifiers 523260, 523261, 523262, 523263, 523264, 523265, 523266, 523267, 523268 & 523269	CT Identifiers 523260, 523261, 523262, 523263, 523264, 523265, 523266, 523267, 523268 & 523269

Form B - continued

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**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 2 ]~~



## Annexure Schedule 2

*	Easement Instrument	Dated	page	1	of	5	pages
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\* Insert type of instrument

continue in additional annexure schedule, if required.

## INTRODUCTION

- A. **“Kotuku Parks Stage Four”** is a prestigious development by Kotuku Parks Limited as Grantor comprising ten landscaped large residential sections in a setting of a **“Recreational Reserve”** vested in the Kapiti Coast District Council with internal lakes.
- B. Sections in **“Kotuku Parks Stage Four”** are located on the boundary of the **“Waikanae Estuary Scientific Reserve”** which is adjacent to the **“Kapiti Marine Reserve”**, which extends seaward from the Scientific Reserve to **“Kapiti Island”**.
- C. **“Kotuku Parks Stage Four”** has important ecological reserve rights on its boundary.
- D. **“Waikanae Estuary Scientific Reserve”** is important for a number of reasons. Firstly there are a range of plant habitats and plant species at the estuary. A number of these plants are rare. The estuary also supports a large number of bird species including a range of overseas migrants. Several of birds breed on the sand flats at the mouth of the estuary. There are few estuaries such as this along this part of the coast of the lower North Island.

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 The following **“definitions”** relate to the **“Land Covenants”**  
**“Covenants”** mean the Land Covenants created by this Easement Instrument;  
**“Servient Tenement”** means the computer freehold Identifiers shown as the Servient Tenement in **Schedule A**;  
**“Dominant Tenement”** means the computer freehold Identifiers shown as the Dominant Tenement in **Schedule A**;  
**“Kotuku Parks Stage Four”** means the ten residential sections in Kotuku Parks Limited Subdivision as defined in Deposited Plan No. 431964, Takahe Drive, Paraparaumu Beach North;
- 1.2 The following **“interpretations”** relate to the **“Land Covenants”**  
References to **“Headings”** are inserted for convenience only and will not in any way affect the interpretation;  
References to a **statute** include all amendments, revisions, substitutions or consolidations made to that statute;  
References to the **“Grantor”** or the **“Grantee”** include the successors and assigns of the **“Grantor”** or the **“Grantee”**.

## 2. CREATION OF LAND 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.

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

• Easement Instrument	Dated	page 2	of 5	pages
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\* Insert type of instrument

continue in additional annexure schedule, if required.

### 3. LAND COVENANTS

3.1 The Grantor in relation to each Identifier described in Schedule A as the Servient Tenement must:

(a) **One Dwelling:** Build on the Servient Tenement one only, single storey dwelling together with any accessory buildings, with a Maximum Height above Mean Sea Level as specified in this Easement Instrument. The dwelling and any accessory buildings shall be designed to integrate with the landscape. The Plans and Specifications for the dwelling and any accessory buildings must first be approved in writing by Kotuku Parks Limited as the Grantor in accordance with clause 3.1(b) of this Easement Instrument. Following the written approval of Kotuku Parks Limited as Grantor, a Building Consent for the dwelling and any accessory buildings in accordance with the Plans and Specifications as approved, must be granted by the Kapiti Coast District Council as the Territorial Authority in accordance with the Building Act 2004.

**These requirements are essential Land Covenants.**

(b) **Plans & Specifications:** Submit the Plans and Specifications for the dwelling and any accessory buildings (which must include detail of colour and materials to be used) for the written approval of Kotuku Parks Limited as the Grantor in accordance with the requirements in **clause 3.1(a)**. The Plans and Specifications for the dwelling and any accessory buildings must be designed to a high standard and conform aesthetically with the Grantor's standards of design and construction for dwellings and accessory buildings for "**Kotuku Parks Development Stage Four**". The written approval by Kotuku Parks Limited as grantor shall not be unreasonably or arbitrarily withheld or delayed.

(c) **Building Height Restriction:** Not to erect or permit to be erected any dwelling, any accessory building or other structure whatsoever exceeding the maximum height above mean sea level pertaining to that particular lot as detailed in Schedule B. The maximum heights above mean sea level allow for 300mm above existing ground level and include a maximum height of 4.5metres for all new buildings and structures within the identified building platforms.

#### Schedule B – Servient Tenements

Unique Identifier	All	Land Description	Maximum Height above Mean Sea Level
523260	All	Lot 1 DP 431964	9.2 metres
523261	All	Lot 2 DP 431964	9.5 metres
523262	All	Lot 3 DP 431964	9.1 metres
523263	All	Lot 4 DP 431964	9.1 metres
523264	All	Lot 5 DP 431964	9.1 metres
523265	All	Lot 6 DP 431964	9.3 metres
523266	All	Lot 7 DP 431964	9.3 metres
523267	All	Lot 8 DP 431964	9.1 metres
523268	All	Lot 9 DP 431964	9.9 metres
523269	All	Lot 10 DP 431964	8.6 metres



## Annexure Schedule 2

• Easement Instrument	Dated	page 3	of 5	pages
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\* Insert type of instrument

continue in additional annexure schedule, if required.

- (d) **Restriction Other Buildings:** Not erect a second-hand dwelling, relocatable or pre-built dwelling, or any accessory buildings, or any caravan as a dwelling or temporary dwelling.
- (e) **Garages:** Not erect a garage or carport in materials of a lesser quality than those utilized or 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.
- (f) **Driveway:** 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 date of issue of a Code Compliance Certificate for the erection of the dwelling and any accessory buildings by the Kapiti Coast District Council as the Territorial Authority.
- (g) **Building Materials:** Not use any second-hand building materials of any kind in any dwelling or any accessory buildings.
- (h) **Exterior Cladding:** Not use any tempered hardboard, corrugated iron products or fibrous cement products for the exterior cladding of the dwelling or any accessory buildings.
- (i) **Vehicles or Equipment:** 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) **Storage Tank:** Not allow any water storage tank to be installed unless it is fully enclosed with in or under a structure first approved in writing by the Grantor and Kapiti Coast District Council as the Territorial Authority. The written approval of Kotuku Parks Limited as Grantor shall not be unreasonably or arbitrarily withheld or delayed.
- (k) **Glasshouse:** Not erect a glasshouse exceeding 20 square metres in area.
- (l) **Clothes Line:** 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) **Letter Box:** 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.

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

• Easement Instrument	Dated	page 4	of 5	pages
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\* Insert type of instrument

continue in additional annexure schedule, if required.

4. **NO SUBDIVISION**

4.1 The Grantor in relation to each Identifier described in **Schedule A** as the Servient Tenement must 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 one single family dwelling.

4.2 **The restriction in clause 4.1 not to subdivide the Identifier is an essential Land Covenant.**

5. **NO CATS**

5.1 As "**Kotuku Parks Stage Four**" has the "**Waikanae Estuary Scientific Reserve**" and the "**Kapiti Marine Reserve**" on its boundary, the Grantor following consultation with the Department of Conservation and in an effort to protect the wildlife within the Reserves has determined that the Grantor in relation to each Identifier described in **Schedule A** as the Servient Tenement must not keep any Cats.

5.2 **The prohibition on keeping Cats in clause 5.1 is an essential Land Covenant.**

6. **DRAINAGE EASEMENT**

6.1 The Identifiers for the Grantor's Land described in **Schedule A** as the Servient Tenement record that each Identifier is "**subject to drainage and other rights over part created by Transfer 58646**". The registered proprietor of such land, covenants for the benefit of the Proprietors of the Dominant Tenement to co-operate fully with the Grantor in completing the surrender of those rights in Transfer 58646, when and if 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.

6.2 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 **Schedule A** as the Servient Tenement may at its entire discretion and at its expense decide to surrender those "Drainage and other Rights".

6.3 The registered proprietor of an Identifier being part of the Grantor's Land as described in **Schedule A** as the Servient Tenement must co-operate 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 **Schedule A** as the Servient Tenement when and if requested in writing to do so by the Grantor.

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

• Easement Instrument	Dated	page 5	of 5	pages
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\* Insert type of instrument

continue in additional annexure schedule, if required.

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 Easement 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 reasonable terms and conditions imposed by the Grantee which may (without limitation) 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.

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 of non-observance by the Grantor of the restrictions and stipulations contained in this Easement 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 Easement 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, or such extended time as the parties may agree in writing, the parties shall 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 or refuses 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.

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

**Edwards – Land Covenants 17 Takahe Drive**

- **David and Alison Edwards (originally Stevenson) - Identifier WN48D/263 and View Instrument Easement No. 9454050.13 – Land Covenants in favour of Lot 79 Deposited Plan 82068 Identifier WN48D/263 Servient Tenement Lot 10 Deposited Plan 431964 comprised in Identifier 523269 – 19 Takahe Drive**



# View Instrument Details

**Instrument No.** 9454050.13  
**Status** Registered  
**Date & Time Lodged** 30 Jul 2013 16:29  
**Lodged By** Shanahan, Foss Michael  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
523269	Wellington
WN48D/263	Wellington

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**Annexure Schedule:** Contains 2 Pages.

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## 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 04:25 PM

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## 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 04:25 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

**Ernest Alec Stevenson and Rhoda Gladys Stevenson**

**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
	<b>431964.</b>		
<b>Land Covenant</b>	<b>CA</b>	<b>Lot 10 DP 431964 – CT 523269</b>	<b>Lot 79 DP 82068 – CT WN48D/263</b>



Form B - continued

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**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 registered proprietor for the time being of the servient tenement shall restrict any fencing or vegetation planting within the area marked CA on DP 431964 to a maximum height of 1.2 metres above the existing ground level and shall not construct or erect any dwelling or other structure within that area to the intent that such height restrictions shall be a land covenant running with the servient tenement and forever be for the benefit of the dominant tenement.



# COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy

  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **WN48D/263**  
**Land Registration District** **Wellington**  
**Date Issued** 19 July 1996

## Prior References

WN46A/273

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**Estate** Fee Simple  
**Area** 560 square metres more or less  
**Legal Description** Lot 79 Deposited Plan 82068

## Proprietors

David Burton Edwards and Alison Edwards

## Interests

Appurtenant hereto is a right of way over part Ngarara West A80F (CFR WN25B/854) created by Order of Court 441042 - 4.9.1959 at 11:12 am

Land Covenant in Transfer B529805.9 - 19.7.1996 at 3.25 pm

Land Covenant in Transfer B529805.11 - 19.7.1996 at 3.25 pm

Fencing Covenant in Transfer B604693.1 - 27.6.1997 at 2.06 pm

Land Covenant in Easement Instrument 9454050.13 - 30.7.2013 at 4:29 pm

