



# Title Plan - LT 470759

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**Survey Number** LT 470759  
**Surveyor Reference** 211159  
**Surveyor** Colin John Fink  
**Survey Firm** Kevin O'Connor & Associates Ltd  
**Surveyor Declaration**

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## Survey Details

**Dataset Description** LOTS 1 - 4 BEING A SUBDIVISION OF PART LOT 1 DP 58906, LOT 2 DP 64653 & LOT 2 DP 62046  
**Status** Initiated  
**Land District** Wellington  
**Submitted Date**  
**Survey Class** Class A  
**Survey Approval Date**  
**Deposit Date**

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## Territorial Authorities

Kapiti Coast District

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## Comprised In

CT WN31B/69  
CT WN31D/413  
CT WN33B/16

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## Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Lot 1 Deposited Plan 470759	Fee Simple Title	4.7240 Ha	636808
Lot 2 Deposited Plan 470759	Fee Simple Title	0.3944 Ha	636808
Lot 3 Deposited Plan 470759	Fee Simple Title	9.4061 Ha	636809
Lot 4 Deposited Plan 470759	Vesting on Deposit for Local Purpose Reserve	2.8085 Ha	636810
Area A Deposited Plan 470759	Easement		
Area B Deposited Plan 470759	Easement		
<b>Total Area</b>		<hr/> 17.3330 Ha	

Schedule / Memorandum

Land Registration District

WELLINGTON

Plan Number

DP 470759

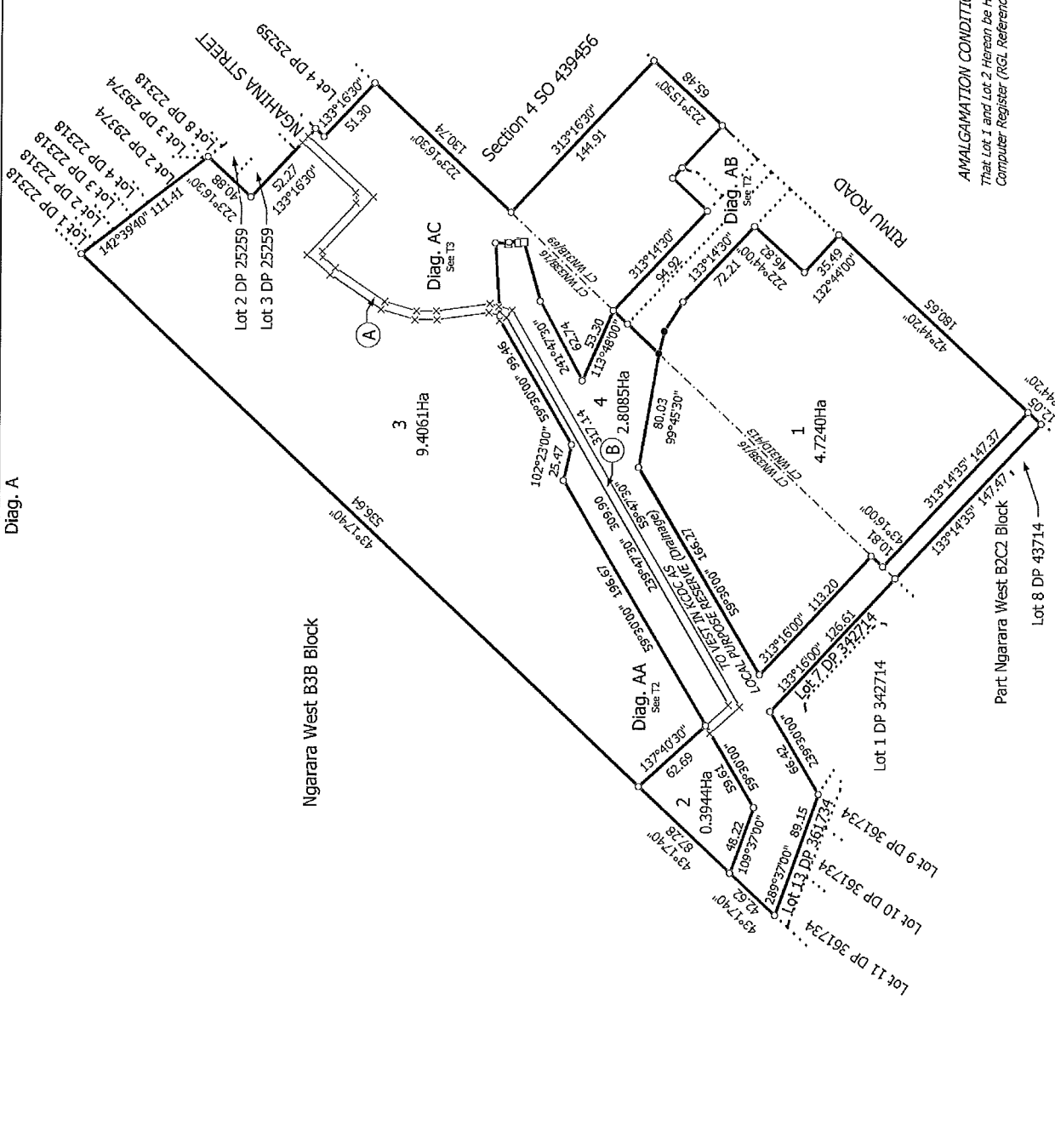
Territorial Authority (the Council)

KAPITI COAST DISTRICT COUNCIL

Memorandum of Easements (Pursuant to s243 Resource Management Act 1991)			
Purpose	Shown	Servient Tenement	Dominant Tenement
RIGHT OF WAY	A	LOT 3 DP 470759	LOT 2 DP 470759
	B	LOT 4 DP 470759	



Diag. A



AMALGAMATION CONDITION  
 That Lot 1 and Lot 2 Hereon be held in the Same  
 Computer Register (NGL Reference 1181700)

KOA JOB No. 211159

Land District: Wellington

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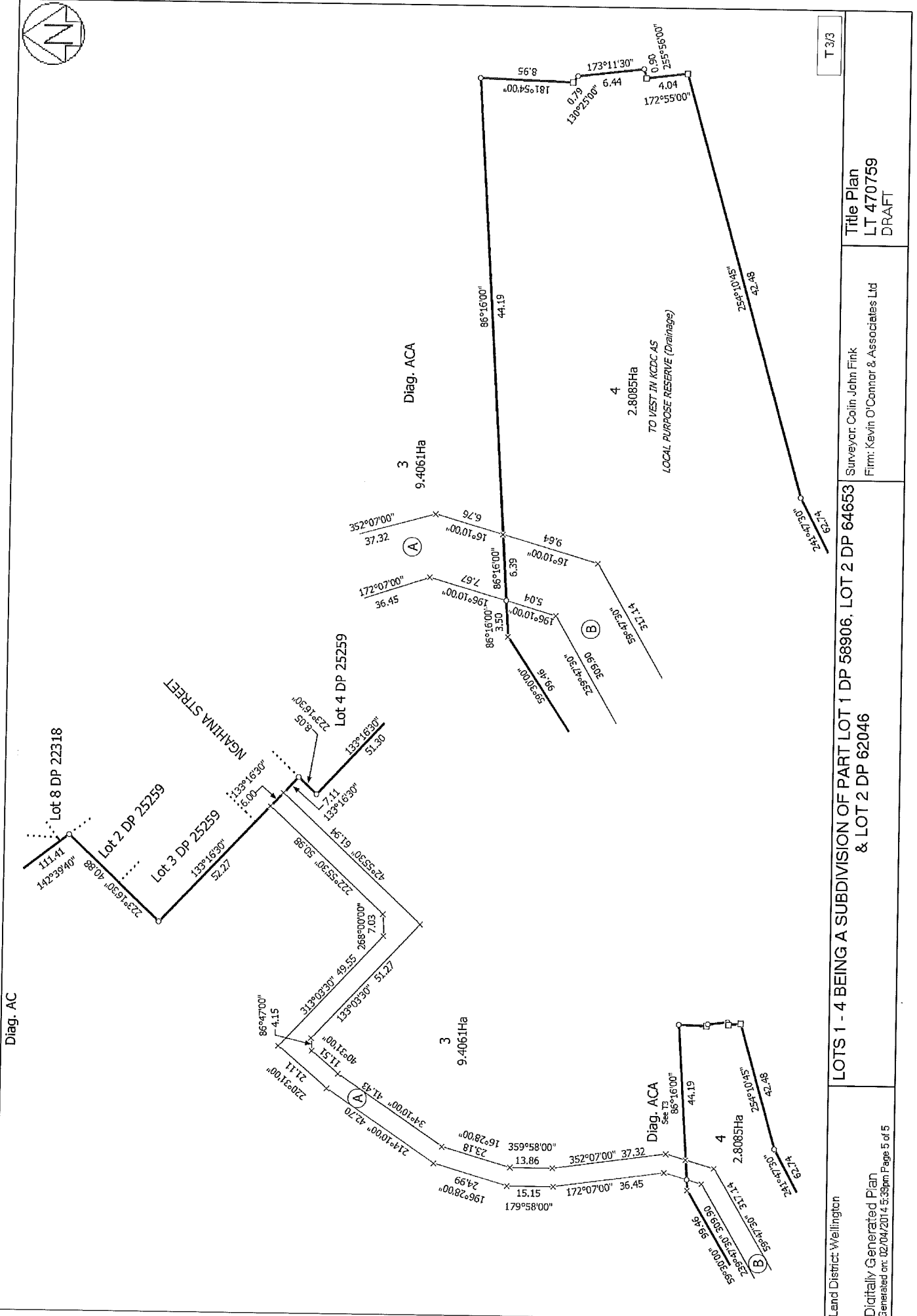
LOTS 1 - 4 BEING A SUBDIVISION OF PART LOT 1 DP 58906, LOT 2 DP 64653  
 & LOT 2 DP 62046

Surveyor: Colin John Fink  
 Firm: Kevin O'Connor & Associates Ltd

Title Plan  
 LT 470759  
 DRAFT

T 1/3





T 3/3

Title Plan  
LT 470759  
DRAFT

Surveyor: Colin John Fink  
Firm: Kevin O'Connor & Associates Ltd

LOTS 1 - 4 BEING A SUBDIVISION OF PART LOT 1 DP 58906, LOT 2 DP 64653  
& LOT 2 DP 62046

Land District: Wellington

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Form B

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

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

**Grantor**

KAPITI COAST DISTRICT COUNCIL

**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 of way	"A" on Deposited Plan 470759	Lot 3 on Deposited Plan 470759CFR 636809	Lot 2 on Deposited Plan 470759CFR 636808
	"B" on Deposited Plan 470759	Lot 4 on Deposited Plan 470759CFR 636810	

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~~] [*substituted*] by:

[~~Memorandum number #8=memorandum no (in figures) (if there is no number just leave a blank space)#, registered under section 155A of the Land Transfer Act 1952~~]

[the provisions set out in the Annexure Schedule]

**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~~]

[the 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*

**DEFINITIONS**

1. In this easement instrument, unless the context indicates otherwise:
  - 1.1 **Alternative Access** means permanent and uninterrupted alternative access to the Dominant Land via legal road or registered easement of no less state of formation or quality to the Right of Way conferred by this easement instrument;
  - 1.2 **Dominant Land** is the land owned by the Grantee described on page 1 as the dominant tenement;
  - 1.3 **Grantee** means the registered proprietor of the Dominant Land and where applicable includes its successors in title, and its agents, employees, contractors, tenants, licensees and other invitees of the Grantee;
  - 1.4 **Grantor** means the registered proprietor of the Servient Land and where applicable includes its successors in title, and its agents, employees, contractors, tenants, licensees and other invitees of the Grantor;
  - 1.5 **Right Of Way** is the easement rights described in clause 2 granted over the Stipulated Course by the Grantor to the Grantee;
  - 1.6 **Servient Land** is the land owned by the Grantor described on page 1 as the servient tenement;
  - 1.7 **Stipulated Course** is that part of the servient land marked A and B on Deposited Plan 470759; and
  - 1.8 **Works** means construction and maintenance works required to be carried out on the Dominant Land for the purposes of stormwater storage and management.

**RIGHT OF WAY**

2. The Grantor grants the Right of Way to the Grantee pursuant to section 48 of the Public Works Act 1981 in respect of Area A on Lot 3 on Deposited Plan 470759 and pursuant to section 48 of the Reserves Act 1977 in respect of Area B on Lot 4 on Deposited Plan 470759, on the basis set out in clauses 3 and 4, and otherwise on the terms and conditions contained in this easement instrument.
3. The Grantor grants to the Grantee, its employees, contractors, licensees and invitees, including the general public (in common with the Grantor, the Grantor's tenants and any other person authorised by the Grantor) the right to pass and repass at all times over and along the Stipulated Course on foot, with wheelchairs, prams and other similar non-motorised vehicles and mobility scooters and with or without domestic animals and guide dogs.
4. The Grantor grants to the Grantee, its employees, contractors, licensees and invitees (in common with the Grantor, the Grantor's tenants and any other person authorised by the Grantor) the right to pass and repass over and along the Stipulated Course with or without vehicles, machinery tools, plant and equipment, with the prior written consent



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

of the Grantor, to carry out Works on the Dominant Land that reasonably require the use of vehicles and machinery. The Grantee must give not less than seven (7) days' notice in writing to the Grantor of its intention to first enter the Stipulated Course to carry out the Works on each occasion an individual work operation is to be carried out on the Dominant Land.

**GENERAL COVENANTS**

5. The Right of Way will exist and operate until such time as Alternative Access is available to the Dominant Land.
6. The right of revocation contained in section 48 of the Public Works Act 1981 will not apply to the Right of Way, it being the intention of the parties that the Right of Way will only be capable of being surrendered on the terms contained in this easement instrument.
7. The Grantor will not do anything which interferes with or restricts the rights of the Grantee or other authorised persons in relation to the Right of Way.
8. The Right of Way is in substitution for those rights set out in Schedule 4 of the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007.
9. In exercising the rights contained in clause 4, the Grantee and its tenants, agents, workmen, licensees and invitees will not be entitled to park vehicles on the Stipulated Course or on the balance of the Servient Land.
10. The Grantor is responsible for maintaining the surface of the Stipulated Course in a reasonable state of repair for the purposes that it is used for, at its cost. To avoid doubt, the parties agree that the Grantor is not required to upgrade or otherwise improve the state of formation of the Stipulated Course to a standard greater than exists at the date of registration of this easement instrument.
11. The Grantor or the Grantee must promptly carry out at that party's sole cost, any repair and maintenance to the Stipulated Course or the balance of the Servient Land that is attributable solely to an act or omission by that party. However, if the repair or maintenance is only partly attributable to an act or omission by the Grantor or Grantee:
  - 11.1 That party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
  - 11.2 The balance of those costs are payable by the Grantor.
12. The Grantee acknowledges and agrees that part of the Stipulated Course described as Area B on Lot 4 on Deposited Plan 470759 is held by the Grantor primarily as local purpose (drainage) reserve (**Drainage Reserve**) and the Grantor may carry out any works on the Servient Land necessary or appropriate for any operational requirements relating to drainage purposes.
13. The Grantor acknowledges and agrees that it will take all practicable steps to keep the Stipulated Course open for use as provided for in clauses 3 and 4 during the period of any works being carried out on the Servient Land.

*Insert instrument type*

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

#### **ALTERNATIVE ACCESS**

14. The Grantee acknowledges and agrees:
- 14.1 The Grantor's requirements for the Drainage Reserve (as that term is defined in clause 12) take priority over all other uses for the Drainage Reserve, including the Right of Way;
- 14.2 In the event that Alternative Access to the Dominant Land becomes available, the Grantor may, on written notice to the Grantee require that the Grantee surrender this Right of Way.
15. In consideration of the Grantor granting to the Grantee this Right of Way, the Grantee irrevocably nominates and appoints the Grantor to be the lawful attorney of the Grantee, as Grantee and as fully and effectually as the Grantee could do if personally present, to execute for the Grantee in any capacity the surrender of this Right of Way and to do all such other acts as will be necessary or desirable to effect registration of the surrender of this Right of Way. The Grantor will not exercise the within power of attorney until it has received the Grantee's prior written acknowledgement that Alternative Access to the Dominant Land is available (which acknowledgement must not be unreasonable or arbitrarily withheld).

#### **DEFAULT**

16. If either party fails (**defaulting party**) to perform, or join with the other party (**other party**) in performing, any obligation under this easement instrument, the following provisions will apply:
- 16.1 the other party may serve a written notice on the defaulting party (**default notice**) specifying the default and requiring the defaulting party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the default notice, the other party may perform the obligation;
- 16.2 if after the expiry of one month from service of the default notice, the defaulting party has not performed or joined in performing the obligation, the other party may:
- 16.2.1 perform the obligation; and
- 16.2.2 for that purpose enter on to the dominant land or the servient land;
- 16.3 the defaulting party must pay to the other party the costs of:
- 16.3.1 the default notice; and
- 16.3.2 the other party in performing the obligation of the defaulting party;
- within one month of receiving written notice of the other party's costs; and
- 16.4 the other party may recover any money payable under clause 16.3 from the defaulting party as a liquidated debt.

*Insert instrument type*

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

**DISPUTES**

17. If any dispute arises between the Grantor and Grantee concerning the rights created by this easement instrument, the parties must enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on an independent arbitrator within 14 days, the parties will submit to the arbitration of an independent arbitrator appointed by the President or any vice president for the time being of the New Zealand Law Society (or his or her nominee). That arbitration will be determined under the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this easement instrument will be deemed a submission to arbitration.

*Continue in additional Annexure Schedule, if required*