

View Instrument Details



Instrument No 12539177.7
Status Registered
Date & Time Lodged 18 July 2023 17:32
Lodged By Waterhouse, Tracie Jane
Instrument Type Easement Instrument



Affected Records of Title	Land District
1076566	North Auckland
1076567	North Auckland
1119995	North Auckland
1119996	North Auckland
1119997	North Auckland
1119998	North Auckland
1119999	North Auckland
1120000	North Auckland
1120001	North Auckland
1120002	North Auckland
1120003	North Auckland
1120004	North Auckland
1120005	North Auckland
1120006	North Auckland
1120014	North Auckland

Annexure Schedule Contains 11 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Mortgagee under Mortgage 12204556.4 has consented to this transaction and I hold that consent ☒

I certify that the Encumbrancee under Encumbrance 5752463.7 has consented to this transaction and I hold that consent ☒

Signature

Signed by Nadine Alice Hopkins as Grantor Representative on 17/07/2023 07:36 AM

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 Christopher Ogilvy Paterson as Grantee Representative on 28/06/2023 11:06 AM

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

Easement instrument to grant easement

(Section 109 Land Transfer Act 2017)

Grantor**Mangawhai Central Limited****Grantee****Kaipara District Council****Grant of easement**

The Grantor being the registered owner of the burdened land 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*required**Continue in additional Annexure Schedule, if required*

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Drain Water	"B" on Lot 10 Deposited Plan 579625	Lot 10 Deposited Plan 579625 (RT 1120002)	In gross
	"A", "C", "S" and "T" on Lot 9 Deposited Plan 579625	Lot 9 Deposited Plan 579625 (RT 1076566)	In gross
	"D" on Lot 8 Deposited Plan 579625	Lot 8 Deposited Plan 579625 (RT 1120000)	In gross
	"Z" on Lot 7 Deposited Plan 579625	Lot 7 Deposited Plan 579625 (RT 1119999)	In gross
	"Y" on Lot 6 Deposited Plan 579625	Lot 6 Deposited Plan 579625 (RT 1119998)	In gross
	"X" and "W" on Lot 5 Deposited Plan 579625	Lot 5 Deposited Plan 579625 (RT 1119997)	In gross

	"AA" on Lot 4 Deposited Plan 579625	Lot 4 Deposited Plan 579625 (RT 1119996)	In gross
	"Q" and "AB" on Lot 3 Deposited Plan 579625	Lot 3 Deposited Plan 579625 (RT 1119995)	In gross
	"AD" on Lot 1 Deposited Plan 579625	Lot 1 Deposited Plan 579625 (RT 1120001)	In gross
	"AF" on Lot 11 Deposited Plan 579625	Lot 11 Deposited Plan 579625 (RT 1120003)	In gross
	"AG" on Lot 12 Deposited Plan 579625	Lot 12 Deposited Plan 579625 (RT 1120004)	In gross
	"AH" and "AI" on Lot 13 Deposited Plan 579625	Lot 13 Deposited Plan 579625 (RT 1120005)	In gross
	"AJ" on Lot 14 Deposited Plan 579625	Lot 14 Deposited Plan 579625 (RT 1120006)	In gross
	"AC" and "AE" on Lot 2 Deposited Plan 579625	Lot 2 Deposited Plan 579625 (RT 1076567)	In gross
Overland flow path	"E" on Lot 5 Deposited Plan 579625	Lot 5 Deposited Plan 579625 (RT 1119997)	In gross
	"F" on Lot 6 Deposited Plan 579625	Lot 6 Deposited Plan 579625 (RT 1119998)	In gross
	"G" on Lot 7 Deposited Plan 579625	Lot 7 Deposited Plan 579625 (RT 1119999)	In gross
	"H" on Lot 8 Deposited Plan 579625	Lot 8 Deposited Plan 579625 (RT 1120000)	In gross

	"I" on Lot 9 Deposited Plan 579625	Lot 9 Deposited Plan 579625 (RT 1076566)	In gross
	"J" on Lot 10 Deposited Plan 579625	Lot 10 Deposited Plan 579625 (RT 1120002)	In gross
	"Q" on Lot 3 Deposited Plan 579625	Lot 3 Deposited Plan 579625 (RT 1119995)	In gross
Access and Maintenance (Stormwater)	"EE" on Lot 5 Deposited Plan 579625	Lot 5 Deposited Plan 579625 (RT 1119997)	In gross
	"K" on Lot 4 Deposited Plan 579625	Lot 4 Deposited Plan 579625 (RT 1119996)	In gross
	"O" on Lot 3 Deposited Plan 579625	Lot 3 Deposited Plan 579625 (RT 1119995)	In gross
	"R" on Lot 1 Deposited Plan 579625	Lot 1 Deposited Plan 579625 (RT 1120001)	In gross
Right to Drain Sewage	"AK" on Lot 2 Deposited Plan 579625	Lot 2 Deposited Plan 579625 (RT 1076567)	In gross
	"AL" and "AM" on Lot 15 Deposited Plan 579625	Lot 15 Deposited Plan 579625 (RT 1120014)	In gross

Annexure Schedule

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Insert instrument type

Easement instrument to grant easement

Easements rights and powers (including terms, covenants and conditions)

Continue in additional Annexure Schedule, if required

The implied rights and powers in Schedule 5 to the Land Transfer Regulations 2018 ("Regulation Schedule") apply to this Easement Instrument and are varied by the provisions set out in the Annexure Schedule.

Where there is a conflict between the provisions set out in the Annexure Schedule ("Modifications") and the provisions of the Regulation Schedule, the Modifications must prevail.

Annexure Schedule

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Insert instrument type

Easement instrument to grant easement

(continue in additional Annexure Schedule if required)

Right to Drain Water

1. The term of this easement is 1,000 years from the date of this Instrument.
2. Clause 4 of the Regulation Schedule is negated as to subclause (1)(a) and (2).
3. Clause 10(1)(b) of the Regulations Schedule is varied by omitting the words "and for which the Grantor has given prior consent" and clause 10(2) is negated.
4. That without derogating from clause 10(3) of the Regulation Schedule:
 - (a) the Grantor shall not build, construct, erect or place any building or structure, including any gate or fence, nor undertake any work, including the creation of carparking or landscaping, nor deposit any fill on the easement facility or easement area, except as designed, constructed or performed to the satisfaction of the Grantee; and
 - (b) the Grantor shall not grant any easement or any other right over the easement area without the prior written consent of the Grantee which the Grantee may refuse where, acting reasonably, it believes that the granting of such easement or other right may interfere with the rights granted pursuant to this Instrument, or may grant consent on such conditions as it may reasonably require including as to the depth and location of any pipes, cables for electricity, gas and communication to be laid on in or through the easement area.
5. Clause 10(4) of the Regulation Schedule is preceded by the words "Except in exercise of the right to drain water".
6. Clauses 11(1)(2)(3)(4)(6)(b) and (7), 12(6) and 12(7) of the Regulation Schedule are negated.
7. Clause 12(2) of the Regulation Schedule is varied by adding the following words: *"except in the case of an emergency, when notice will not be required and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Area (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Area."*
8. Subject to clause 11, repair and maintenance of the easement facility vested in the Grantee is the responsibility of the Grantee.
9. For the purpose of restoration of the surface of the easement area after performing works on, or in the easement facility the Grantee shall be required only to restore the surface soil and grass the same and restore approved vehicle driveway and crossings to the standard prior to any such works.

Annexure Schedule

Insert instrument type

Easement instrument to grant easement

10. Subject to clause 9, the Grantor shall maintain the easement area.
11. The Grantor must fulfil any conditions as to formation and repair and maintenance of the easement facility, or easement area required by this Grant and by the Grantee in its regulatory capacity.
12. The easement facility and any structures, plant or equipment erected or installed by the Grantee on the easement area shall be the property of the Grantee.
13. Nothing contained or implied in this instrument shall be construed so as:
 - (a) to compel the Grantee to exercise all or any of the rights granted by this instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will;
 - (b) to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

Overland flow path (Right to Drain Water)

1. The term of this easement is 1,000 years from the date of this Instrument.
2. Clause 1 of the Regulation Schedule is negated as to the definition of Easement Facility for a right to drain water and replaced with the following:

"Easement Facility" means the area of overland flow path including any areas of detention ponding on the easement area.
3. Clause 4 of the Regulation Schedule is negated as to subclauses (1)(a), (2) and (3) and in subclause (1)(b):
 - (a) the words "over, along and" are inserted before the word "through"; and
 - (b) the words "and to detain water as required upon" are inserted after the word "through".
 - (c) the words "and for which the Grantor has given prior consent" are negated.
4. Without derogating from clause 10(3) of the Regulation Schedule:
 - (a) the Grantor shall not build, construct, erect or place any building or structure, including any gate or fence, nor undertake any work, including the creation of carparking or landscaping, nor deposit any fill on the easement facility or easement area, except as designed, constructed or performed to the satisfaction of the Grantee;
 - (b) the Grantor shall not do or permit any work, or allow to remain any circumstances affecting the specific graded invert levels or profile of the overland flowpath, including any detention ponding, located or constructed

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Easement instrument to grant easement

- on the easement facility or easement area or stipulated course or stipulated area as constructed at the date of deposit of LT Plan 579625; and
- (c) the Grantor shall keep the easement facility, and easement area clear and free at all times for the drainage of occasional flood waters; and
 - (d) the Grantor shall not grant any easement or any other right over the easement area without the prior written consent of the Grantee which the Grantee may refuse where, acting reasonably, it believes that the granting of such easement or other right may interfere with the rights granted pursuant to this Instrument, or may grant consent on such conditions as it may reasonably require including as to the depth and location of any pipes, cables for electricity, gas and communication to be laid on in or through the easement area.
5. Clause 11 of the Regulation Schedule is negated. The Grantee shall be liable only for reparation of damage caused by it other than in the exercise of the right to drain water in the terms of this grant. The Grantor must fulfil any conditions as to formation and maintenance of the easement facility, stipulated course or stipulated area required by this grant and by the grantee in its regulatory capacity.
 6. Clause 10(4) of the Regulation Schedule is preceded by the words "Except in exercise of the grantee's obligations under this Instrument.
 7. Clauses 11(1)(2)(3)(6)(b) and (7), 12(6) and 12(7) of the Regulation Schedule are negated.
 8. Clause 12(2) of the Regulation Schedule is varied by adding the following words: *"except in the case of an emergency, when notice will not be required and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Area (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Area."*
 9. For the purpose of restoration of the surface of the easement area after performing works on, or in the easement facility the Grantee shall be required only to restore the surface soil and grass the same and restore approved vehicle driveway and crossings to the standard prior to any such works.
 10. Subject to clause 9 the Grantor shall maintain the easement area.
 11. The Grantor must fulfil any conditions as to formation and repair and maintenance of the easement facility, or easement area required by this grant and by the Grantee in its regulatory capacity.
 12. Nothing contained or implied in this Instrument shall be construed so as:
 - (a) to compel the Grantee to exercise all or any of the rights granted by this Instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will;

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Easement instrument to grant easement

(b) to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

Access and Maintenance (Stormwater)

1. The term of this easement is 1,000 years from the date of this Instrument.
2. Clause 1 of the Regulation Schedule is varied by inserting the following sub-clauses under the definition of "easement facility" in clause 1:

“(g) for a right to access and maintain, means the surface of the land described in the easement areas, including any pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution as is required for inspection and maintenance of stormwater facilities.”
2. Clause 2 of the Regulation Schedule is added to by inserting the following:

“(h) a right to access and maintain”.
3. Right to Access and Maintain
 - 3.1 The Grantee may, at any time (but subject to clause 3.2) from time to time enter the Burdened Land using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement.
 - 3.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required) and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Area (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Area.
4. The Grantor acknowledges that nothing in this Easement Instrument varies, alters or otherwise has an adverse effect on the Grantee's power of entry pursuant to the Kaipara District Council's Stormwater and Land Drainage Bylaw dated 20 December 2021, pursuant to the Local Government Act 2002, or any succeeding bylaw, regulation or legislation that supersedes or replaces them.
5. Without derogating from clause 10(3) of the Regulation Schedule:

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Easement instrument to grant easement

- (a) the Grantor shall not build, construct, erect or place any building or structure, including any gate or fence, nor undertake any work, including the creation of carparking or landscaping, nor deposit any fill on the easement facility or easement area, except as designed, constructed or performed to the satisfaction of the Grantee;
 - (b) the Grantor shall not grant any easement or any other right over the easement area without the prior written consent of the Grantee which the Grantee may refuse where, acting reasonably, it believes that the granting of such easement or other right may interfere with the rights granted pursuant to this Instrument, or may grant consent on such conditions as it may reasonably require including as to the depth and location of any pipes, cables for electricity, gas and communication to be laid on in or through the easement area.
- 6. Clause 11 of the Regulation Schedule is negated. The Grantee shall be liable only for reparation of damage caused by it other than in the exercise of the right to access and maintain in the terms of this grant. The Grantor must fulfil any conditions as to formation and maintenance of the easement facility, stipulated course or stipulated area required by this grant and by the grantee in its regulatory capacity.
- 7. Clause 10(4) of the Regulation Schedule is preceded by the words “Except in exercise of the grantee’s obligations under this Instrument.
- 8. Clauses 11(1)(2)(3)(6)(b) and (7), 12(6) and 12(7) of the Regulation Schedule are negated.
- 9. For the purpose of restoration of the surface of the easement area after performing works on, or in the easement facility the Grantee shall be required only to restore the surface soil and grass the same and restore approved vehicle driveway and crossings to the standard prior to any such works.
- 10. Subject to clause 9 the Grantor shall maintain the easement area.
- 11. The Grantor must fulfil any conditions as to formation and repair and maintenance of the easement facility, or easement area required by this grant and by the Grantee in its regulatory capacity.
- 12. Nothing contained or implied in this Instrument shall be construed so as:
 - (a) to compel the Grantee to exercise all or any of the rights granted by this Instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will;
 - (b) to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

Right to Drain Sewage

- 1. The term of this easement is 1,000 years from the date of this Instrument.

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Easement instrument to grant easement

2. Subclause (e) of the definition of "easement facility" in clause 1 of the Regulation Schedule is varied by adding the words "either of the same or different dimensions or materials whether at the same or different positions within the easement area and at the option of the Grantee may include pumping stations, metering and flow control devices of all types, telemetry and associated transmission and receiving equipment together with the right to convey electricity, telecommunication and computer media for the purposes of such monitoring and telemetry equipment" after the word "substitution".
3. Clause 5 of the Regulation Schedule is negated as to subclause (2).
4. Clause 10(1)(b) of the Regulations Schedule is varied by omitting the words "and for which the Grantor has given prior consent" and clause 10(2) is negated.
5. Without derogating from clause 10(3) of the Regulation Schedule:
 - (a) the Grantor shall not build, construct, erect or place any building or structure, including any gate or fence, nor undertake any work, including the creation of carparking or landscaping nor deposit any fill on the easement area, except as designed, constructed or performed to the satisfaction of the Grantee;
 - (b) the Grantor shall not grant any easement or any other right over the easement area without the prior written consent of the Grantee which the Grantee may refuse where, acting reasonably, it believes that the granting of such easement or other right may interfere with the rights granted pursuant to this Instrument; or may grant consent on such conditions as it may reasonably require including as to the depth and location of any pipes, cables for electricity, gas and communication to be laid on in or through the easement area.
6. Clause 10(4) of the Regulation Schedule is preceded by the words "Except in exercise the right to drain sewage".
7. Clauses 11(1)(2)(3)(4)(6)(b) and (7), 12(6) and 12(7) of the Regulation Schedule are negated.
8. Clause 12(2) of the Regulation Schedule is varied by adding the following words: *"except in the case of an emergency, when notice will not be required and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Area (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Area."*
9. Subject to clause 12, repair and maintenance of the easement facility vested in the Grantee is the responsibility of the Grantee.
10. For the purpose of restoration of the surface of the easement area after performing works on, or in the easement facility the Grantee shall be required only to restore

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Insert instrument type

Easement instrument to grant easement

- the surface soil and grass the same and restore approved vehicle driveway and crossings to the standard prior to any such works.
11. Subject to clause 10, the Grantor shall maintain the easement area.
12. The Grantor must fulfil any conditions as to formation and repair and maintenance of the easement facility, or easement area required by this Grant and by the Grantee in its regulatory capacity.
13. The easement facility and any structures, plant or equipment erected or installed by the Grantee on the easement area shall be the property of the Grantee.
14. Nothing contained or implied in this instrument shall be construed so as:

(a) to compel the Grantee to exercise all or any of the rights granted by this instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will;

(b) to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.