



# View Instrument Details

Instrument No.	9706307.1
Status	Registered
Date & Time Lodged	30 May 2014 16:56
Lodged By	Pearse, Matthew Namana
Instrument Type	Easement Instrument



Affected Computer Registers	Land District
624549	North Auckland

**Annexure Schedule:** Contains 8 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	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>
I certify that the Encumbrancee under Encumbrance C166396.12 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>
I certify that the Encumbrancee under Encumbrance 9511689.4 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>

## Signature

Signed by Daniel Alexander Williams as Grantor Representative on 30/05/2014 04:03 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	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>

## Signature

Signed by Alastair James Pettitt as Grantee Representative on 27/05/2014 05:09 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**

THE AUCKLAND RACING CLUB INCORPORATED

**Grantee**

AUCKLAND 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
Stormwater Drainage	"A" DP 474127	624549	In gross

**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 2 ]

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

Approved by the Registrar-General of Land under number 2003/5041

**Annexure Schedule**

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*Continue in additional Annexure Schedule, if required.*

**Easement rights and powers  
(including terms, covenants and conditions)**

**INTERPRETATION**

In this schedule, unless the context requires otherwise,—

**easement facility** means pipes, drains and other conduits, 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.

**grantee, —**

- (a) means the person having the benefit of this easement in gross; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the grantee.

**grantor, —**

- (a) means the registered proprietor of the servient land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the grantor.

**servient land** means the parcel of land over which this easement is registered and that is described as such in this instrument.

**stipulated course or stipulated area** means area A on Deposited Plan 474127

**RIGHTS AND POWERS UNDER EASEMENTS GRANTING CERTAIN RIGHTS**

**1. Stormwater Pipeline Easement**

- 1.1 The grantee has the right in common with the grantor and other persons to whom the grantor may grant similar rights to convey water (whether sourced from rain, springs, soakage, or seepage) in any quantity through the easement facility.
- 1.2 The right to convey water is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.

**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.**



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- 1.3 The easement facility referred to in clause 1.1 is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the easement facility or as otherwise agreed between the grantor and the grantee from time to time.
- 2. General rights**
- 2.1 The easement referred to in this schedule includes—
- (a) the right to use any easement facility already situated in or under the stipulated area or course for the purpose of the easement granted;
  - (b) if no suitable easement facility exists, the right to lay, install, and construct an easement facility reasonably required by the grantee (including the right to excavate land for the purpose of that construction); and
  - (c) the right to enter upon the servient land, in accordance with clause 4.2, with all necessary tools, vehicles and equipment, to inspect the easement facility via the usual manhole access points.
- 2.2 The grantor may erect or place buildings or structures on the easement facility provided that prior to doing so the grantor must consult with the grantee to ensure that the proposed erection or placement would not interfere with or impede the efficient operation of the easement facility nor the reasonable access to the easement facility for the purposes of inspection, repair and maintenance.
- 2.3 Subject to clause 2.2, the grantor must not exercise its rights under this easement in a manner that may interfere with or restrict the rights of the grantee or interfere with the efficient operation of the easement facility.
- 2.4 The grantee must not do and must not allow to be done on the servient land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility or the horse racetracks on the servient land.
- 3. Repair, maintenance, and costs**
- 3.1 The grantee will repair and maintain the easement facility at its sole cost, so as to keep the facility in good order, repair and condition and to prevent it from becoming a danger or nuisance.
- 4. Rights of entry**
- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred under this easement instrument, the grantee may—

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- (a) enter upon the servient land in accordance with clause 4.2 and with all necessary tools, vehicles, equipment and materials;
- (b) remain on the servient land for a reasonable time for the sole purpose of completing the necessary work; and
- (c) leave any vehicles, equipment or materials on the servient land for a reasonable time if work is proceeding.

4.2 When exercising its rights under clauses 2.1(c) and 4.1 the grantee must ensure that:

- (a) it has given reasonable prior written notice to the grantor of its intention to exercise the right, except in emergencies that require immediate work;
- (b) access to the servient land is only made by such route as is agreed in advance by the grantor (acting reasonably);
- (c) it takes all reasonable steps to prevent damage to the surface of the servient land and otherwise ensures that as little damage or disturbance as possible is caused to the servient land or to the grantor or any occupier of the servient land;
- (d) all work is performed in a proper and workmanlike manner and is completed promptly;
- (e) while the servient land is used for the purposes of a racetrack, any entry and (if applicable) work is only carried out at times and in a manner that will not interfere with the use of the stipulated area as a horse racetrack as determined in consultation with the grantor having regard to the peak racing season, except in emergencies that require immediate work in which case the grantor and grantee will consult on how the work can be completed in a manner that will minimise disruption;
- (f) where the servient land is used for purposes other than a horse racetrack any entry and (if applicable) work is only carried out at reasonable times, except in emergencies that require immediate work in which case the grantor and grantee will consult on how the work can be completed in a manner that will minimise disruption;
- (g) it complies with the grantor's reasonable rules and regulations relating to being on the servient land including all relevant safety requirements;
- (h) where applicable and if requested by the grantor, all work areas are obscured from the view of the racehorses, jockeys and the audience at all times;

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- (i) where applicable and if requested by the grantor, all visible heavy equipment is removed from the servient land at least two days prior to any scheduled steeplechase race meeting; and
- (j) where applicable all racetrack crossings are removed at least two days prior to any scheduled steeplechase race dates.
- 4.3 The grantee must immediately (and in any event where the servient land is used as a racetrack at least two days prior to any scheduled steeplechase race dates) make good any damage done to the servient land when the grantee exercises its rights under clause 4.1 by restoring the surface of the land as near as possible to the same condition as it was in immediately prior to the damage, to the satisfaction of the grantor.
- 4.4 The grantee must compensate the grantor for all damages caused to any buildings, erections, fences or anything else on the servient land when the grantee exercises its rights under clause 2.1(c) and 4.1, and all loss, damage or expense (including legal fees and disbursements) suffered or incurred by the grantor caused by the negligence or fault of the grantee or resulting from any breach by the grantee of its obligations under this stormwater pipeline easement.
- 5. Default**
- 5.1 Subject to clause 5.2 if the grantor or the grantee does not meet the obligations implied or specified in this easement instrument,—
- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation;
- (b) if, at the expiry of the 7 working day period, the party in default has not met the obligation, the other party may—
- (i) meet the obligation; and
- (ii) for that purpose, enter the servient land;
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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5.2 If the grantee does not meet its obligations in clauses 4.2(h) to (j) and 4.3 the grantor is not required to serve notice on the grantee in accordance with clause 5.1 and may immediately meet the grantee's obligations and recover from the grantee, as a liquidated debt, any costs incurred in fulfilling the obligation.

**6. Disputes**

6.1 If a dispute in relation to an easement arises between parties who have a registered interest under the easement,—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
  - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 (as amended from time to time and any regulations, orders in council and other instruments issued or made under that statute from time to time); and
  - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

**7. Regulatory**

7.1 This easement instrument does not bind the grantee in its capacity as a regulatory authority in any way and any consent or agreement the grantee gives under this easement instrument is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the grantee is entitled to consider all applications to it without regard to this easement instrument. The grantee will not be liable to the grantor if, in its regulatory capacity, the grantee declines or imposes conditions on, any consent or permission that the grantor or anyone else seeks for any purpose associated with this easement instrument.

**8. Miscellaneous**

8.1 The easements created by this instrument are not in substitution for, and their creation is without prejudice to any statutory rights, powers and limitations on liability of the grantee, from time to time in respect of the servient tenement.

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- 8.2 The grantor must not surrender, merge, modify, or extinguish the easements created by this instrument without the prior consent of the grantee.
- 8.3 Should the servient land or any part of it be the subject of a unit plan under the Unit Titles Act 2010, the grantor will ensure that the body corporate rules state that:
- (a) the body corporate will carry out and otherwise comply with the grantor's obligations under this instrument; and
  - (b) that part of the body corporate rules will not be amended or repealed without the grantee's prior written consent.
- 8.4 The grantee will pay the grantor's legal costs and disbursements in respect of the preparation and registration of this instrument, and any consent or other matters arising in relation to it.
- 8.5 The grantee must not assign the benefit of this easement without first obtaining the prior written consent of the grantor (which may be given or withheld at the grantor's absolute discretion). However, the grantor must consent to an assignment of this easement to a council-controlled organisation of the grantee, if the grantee is a local authority under the Local Government Act 2002.

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## Title Plan - DP 474127

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<b>Survey Number</b>	DP 474127
<b>Surveyor Reference</b>	R3333
<b>Surveyor</b>	Simon John Reid
<b>Survey Firm</b>	CKL
<b>Surveyor Declaration</b>	I Simon John Reid, being a licensed cadastral surveyor, certify that: (a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b) the survey was undertaken by me or under my personal direction. Declared on 25 Mar 2014 04:52 PM

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### Survey Details

<b>Dataset Description</b>	EASEMENT OVER LOT 2 DP 466956
<b>Status</b>	Deposited
<b>Land District</b>	North Auckland
<b>Submitted Date</b>	25/03/2014
<b>Survey Class</b>	Class A
<b>Survey Approval Date</b>	03/04/2014
<b>Deposit Date</b>	30/05/2014

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### Territorial Authorities

Auckland

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### Comprised In

CT 624549

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### Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Area A Deposited Plan 474127	Easement		
<b>Total Area</b>		0.0000 Ha	

## Schedule / Memorandum

Land Registration District

**North Auckland**

Plan Number

**DP 474127**

Territorial Authority (the Council)

**Auckland Council**

### Schedule of Proposed Easements in Gross

Purpose	Shown	Servient Tenement	Grantee
Right to Drain Water	A	Lot 2 DP 466956	Auckland Council

Released under the provision of  
the Official Information Act 1982



Diag. A  
Non Primary

PEACH PARADE

Lot 9 DP 184650

Lot 1 DP 192625

GREEN LANE EAST

Lot 1 DP 195894

ASCOT AVENUE

Lot 2 DP 199054

Lot 2 DP 466956

Lot 1 DP 466956

MORRIS STREET

LADIES MILE

ABBOTTS WAY

LONSDALE STREET

T 1/2

Land District: North Auckland  
Dataset Type: Parcels without Survey Information  
Digitally Generated Plan  
Generated on: 10/06/2014 2:44pm Page 3 of 4

EASEMENT OVER LOT 2 DP 466956

Surveyor: Simon John Reid  
Firm: CKL

Title Plan  
DP 474127

Deposited on: 30/05/2014



