



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier 803089
Land Registration District Wellington
Date Issued 14 May 2020

Prior References
435658

Estate Fee Simple
Area 1282 square metres more or less
Legal Description Lot 8 Deposited Plan 515825
Registered Owners
Shelly Bay Taikuru Limited

Interests

Subject to Part IVA Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

Appurtenant hereto is a right to convey water created by Easement Instrument 8070638.1 - 12.2.2009 at 9:00 am

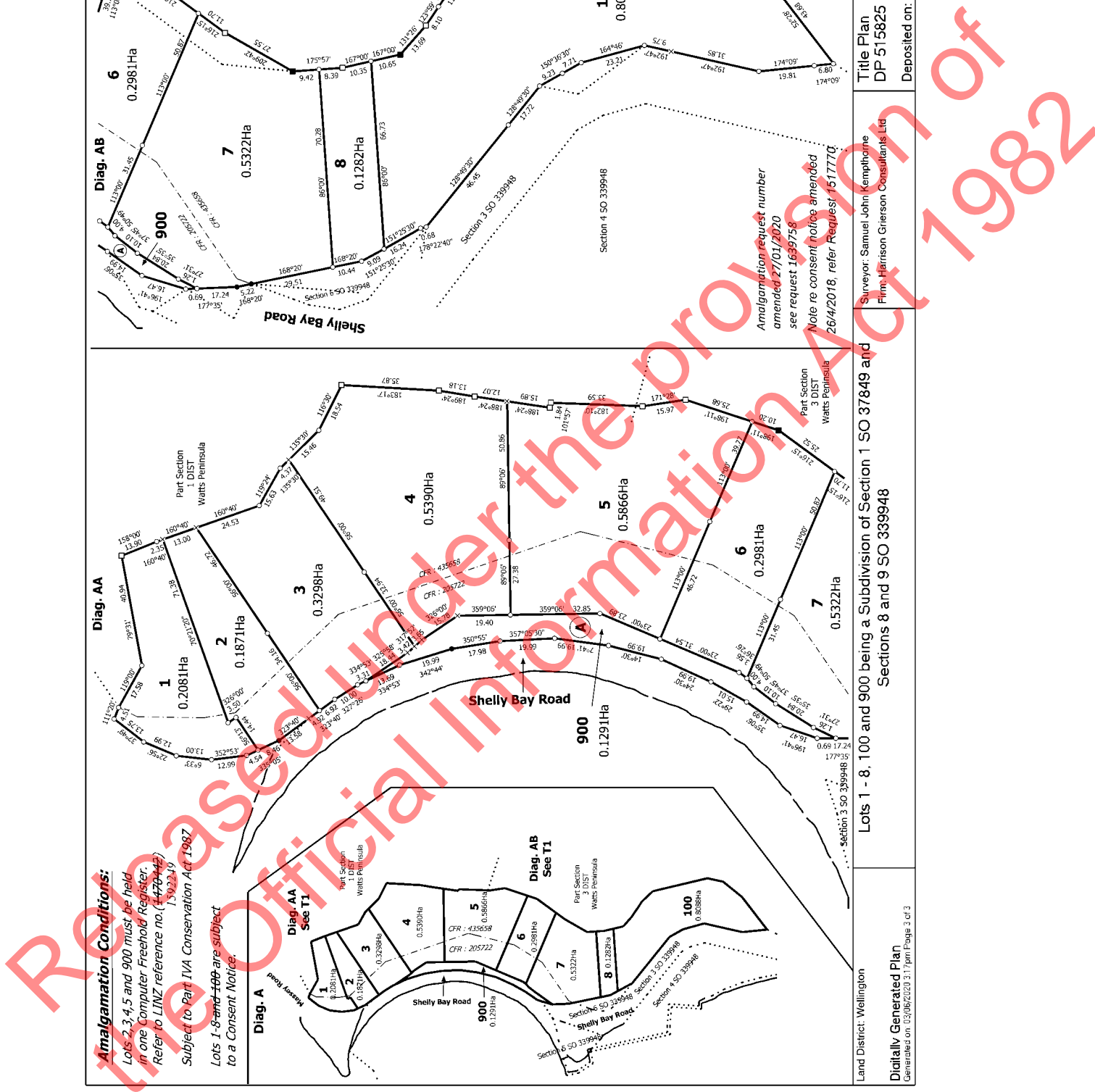
Subject to a right to drain sewage and water and a right to convey electricity, telecommunications and water over all of the within land created by Easement Instrument 8070638.2 - 12.2.2009 at 9:00 am

Appurtenant hereto is a right to drain sewage and water and a right to convey electricity, telecommunications and water created by Easement Instrument 8070638.2 - 12.2.2009 at 9:00 am

Appurtenant hereto is a right of way created by Easement Instrument 8070638.3 - 12.2.2009 at 9:00 am

11743091.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 14.5.2020 at 3:27 pm

12523907.3 Mortgage to Pacific Dawn Limited - 3.8.2022 at 2:54 pm



View Instrument Details



Instrument No 11743091.5
Status Registered
Date & Time Lodged 14 May 2020 15:27
Lodged By Colling, Anne-Marie
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
803082	Wellington
803083	Wellington
803087	Wellington
803088	Wellington
803089	Wellington

Annexure Schedule Contains 1 Pages.

Signature

Signed by Stephen John Steel as Territorial Authority Representative on 14/05/2020 02:59 PM

*** End of Report ***

Released under the provision of
the Official Information Act 1982

Consent Notice

TO: The Registrar-General of Land at Wellington

Under Section 221 of the Resource Management Act 1991, for a fee simple subdivision of Sec 1 SO 37849, Secs 8 & 9 SO 339948 lodged for deposit under no. 515825.

Wellington City Council has granted resource consent to the subdivision described above and now issues the following consent notice conditions:

- 1 To mitigate stormwater contamination, the use of building or roofing materials that can leach contaminants such as lead, copper and zinc will require a stormwater treatment solution to be implemented prior to the construction of any building containing these materials. The proposed treatment system must be certified by the Council's Monitoring Officer prior to its installation.
- 2 Future development of Lots 1 to 8 will require full utility servicing which meets the requirements of the WCC Code of Practice for Land Development.

The property owners must comply with the conditions on a continuing basis.

This consent notice is to be registered against the Computer Registers to issue for Lots 1-8.

DATED at Wellington this 8th day of May 2018

Signed by Fiona Pocock
on behalf of, and by the
delegated authority of the Council
under Clause 32(4), Schedule 7
of the Local Government Act 2002

[Signature]

SR 395030

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

Land registration district

WELLINGTON



EI 8070638.1 Easement

Cpy - 01/03, Pgs - 011, 11/02/09, 14:29



DocID: 41206442

Grantor

Surname(s) must be underlined or in CAPITALS.

HER MAJESTY THE QUEEN in right of Her Government in New Zealand Acting by and through the Chief of Defence Force in respect of the Servient Land

Grantee

Surname(s) must be underlined or in CAPITALS.

HER MAJESTY THE QUEEN in right of Her Government in New Zealand acting by and through the Chief of Defence Force in respect of the NZDF Base Land and WELLINGTON CITY COUNCIL in *

Grant* of easement or profit à prendre or creation or covenant

*respect of the Council Land

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).

Dated this 22 day of Banker 2008

Attestation

HER MAJESTY THE QUEEN in right of Her Government in New Zealand acting by and through the Chief of Defence Force pursuant to section 25(5) of the Defence Act 1990 as Grantor in respect of rights granted over the Servient Land:

Jeremiah Mataparae
Lieutenant-General
Chief of Defence Force

Signature [common seal] of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name ANDREW JAMES ROBERTSON Brown

Occupation ARMY OFFICER

Address 41 IMILAY CRESCENT
NGAEO, WELLINGTON

HER MAJESTY THE QUEEN in right of Her Government in New Zealand acting by and through the Chief of Defence Force pursuant to section 25(5) of the Defence Act 1990 as Grantee in respect of rights granted over the Servient Land:

Jeremiah Mataparae
Lieutenant-General
Chief of Defence Force

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name ANDREW JAMES ROBERTSON Brown

Occupation ARMY OFFICER

Address 41 IMILAY CRESCENT
NGAEO, WELLINGTON

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

is.
Jr.

Annexure Schedule 1

Easement instrument

Dated

22 June 2008

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water	Pt Sec 3 Watts Peninsula District SO11017 as contained in Proclamation 55, Gazette 1886 p.693 MRJ	Pt Sec 3 Watts Peninsula District SO11017 as contained in Proclamation 55, Gazette 1886 p.693 MRJ	Firstly: the NZDF Base Land Secondly: the Council Land

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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]~~ ~~[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 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].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

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(Continue in additional Annexure Schedule, if required.)

1 Interpretation

In this easement, unless the context requires otherwise,-

Authority means any local or territorial authority, or any other body having jurisdiction over the Dominant Land and/or Servient Land or their Facilities or their use;

Council means Wellington City Council and includes its successors and assigns;

Council Land means the land comprised in the following computer freehold registers:

(a) 418653 (Wellington Registry);

(b) 418654 (Wellington Registry);

Crown means Her Majesty the Queen in right of Her Government in New Zealand acting by and through the Chief of Defence Force acting pursuant to his powers under s25 Defence Act 1990;

Dominant Land means the land that takes the benefit of the easement and that is described as the NZDF Base Land, and the Council Land;

Easement Area in relation to the easement referred to in these regulations, means the course that the existing services currently follow across and along the Servient Land at the date of signing of this Easement by both parties and which are subject to this Easement;

Easement Facility means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution. For the avoidance of doubt, the parties acknowledge that the exact course of the Easement Facility contained in this easement has not been defined by survey, and the Easement Facility is limited to those structures and pipes that are in existence at the date of signing of this Easement (or any Easement Facility constructed in the course of repair or Maintenance of the existing Easement Facility);

Grantee means the registered proprietor of the Dominant Land and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantee and their respective successors in title, the respective registered proprietors as at the date of this instrument being HER MAJESTY THE QUEEN in right of Her Government in New Zealand acting by and through the Chief of Defence Force in respect of the NZDF Base Land and WELLINGTON CITY COUNCIL in respect of the Council Land;

Grantor means the registered proprietor of the Servient Land and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor and its successors in title, the registered proprietor as at the date of this instrument being HER MAJESTY THE QUEEN in right of Her Government in New Zealand acting by and through the Chief of Defence Force;

Maintenance means keeping, repairing and maintaining any pipes and conduits and other structures that form part of the Easement Facility in good order and condition and to prevent them from becoming a nuisance. For the avoidance of doubt, maintenance shall include the following:

(a) any work and/or materials which replaces like with like;

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.

Handwritten signatures and initials.

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

- (b) any work and/or materials which includes upgraded components in order to comply with any regulatory requirements including but not limited to those required pursuant to the Building Act 2004;
- (c) any work and/or materials which includes upgraded components which do not fall within the immediately preceding category, provided however they do not materially or significantly enhance the overall capability of the service within the Easement Facility, beyond that which existed either as the date of this instrument, or as at the date of completed installation in accordance with the preceding paragraph.

NZDF Base Land means the following land:

- (a) WN435658;
- (b) WN223338;
- (c) WN205722

Proportional Shares means the relevant Proportional Shares of the Grantees for all costs associated with the parties' use in respect of the Easement Facility, and which shall be based on the following calculations:

- (a) where (and to the extent), the service which is the subject of the Easement granted pursuant to this instrument, is separately metered as to use, whether by flow or otherwise, then the Proportional Shares of the Grantees shall be based on the metered amount;
- (b) where (and to the extent), the service is not, or is incapable of being separately metered as to use, then the Proportional Shares of the Grantees shall be based on the respective proportional use having regard to occupancy and associated demand for use of the service, as between the NZDF Base Land and the Council Land, as agreed between the parties from time to time, or failing agreement as determined in accordance with the dispute resolution provisions of this instrument;

Service Infrastructure means all pipes, conduits, and other structures associated with the Easement Facility and the easement provided for in this instrument;

Servient Land means the parcel of land over which the easement is registered and that is described as Part Section 3 Watts Peninsula District SO11017, and which Land is owned by the Grantor.

2 Right to convey water

- (1) The right to convey water includes the right for the Grantee in common with the Grantor to take and convey water in free and unimpeded flow from the source of supply or point of entry through the Easement Facility and over the Servient Land to the Dominant Land.
- (2) The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Easement Facility.
- (3) The Easement Facility referred to in subclause (1) is the Easement Facility laid along the Easement Area.
- (4) The Grantor must not do and must not allow to be done anything on the Servient Land that may cause the purity or flow of water in the water supply system to be diminished or polluted.

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.

[Handwritten signatures and initials]

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

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(Continue in additional Annexure Schedule, if required.)

- (5) Nothing contained in this section shall require the Grantor to actually supply water to the Grantees.

3 General Rights

- (1) The easement referred to in this easement includes the right to use any Easement Facility already situated on the Easement Area for the purpose of the easement granted.
- (2) The Grantor 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.
- (3) The Grantee must not do and must not allow to be done on the Dominant Land or 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.

4 Repair, Maintenance, and costs

- (1) The registered proprietor for the time being of the Servient Land will arrange for the repair and Maintenance of the Service Infrastructure to keep it in good order, repair and condition and to prevent it becoming a nuisance, and the costs of such repair and Maintenance will be apportioned in accordance with the Proportional Shares agreed or determined pursuant to this instrument.
- (2) The registered proprietors for the time being of the Dominant Land which will have the use of the Service Infrastructure used in connection with the Easement Facility laid, placed or erected under, over or on the surface of the Easement Area, will pay the appropriate Proportional Shares of the costs of Maintenance of the Service Infrastructure.
- (3) If Maintenance is required at the point where any Service Infrastructure serves one part of the Dominant Land only (if any), the registered proprietor of that part of the Dominant Land will be responsible for the full cost of Maintenance.
- (4) Where the need for any Maintenance or repair is directly attributable to the actions of only one of the registered proprietors of the Dominant Land or of any tenant, servant, agent, workman, licensee or invitee of, or any visitor to, that proprietor, then that proprietor will pay the full cost of that Maintenance and repair.
- (5) The parties acknowledge and agree that any party may at any time call for a review of the Proportional Shares (by giving written notice to the other parties formally requesting the same) to reflect either the metered flow or respective occupancy and associated demand (as the case may be) on the Easement Facility as between the NZDF Base Land and the Council Land, as at the time of review. The Grantee's shall as between themselves negotiate in good faith with a view to resolving such Proportional Shares upon any such requested review. In the event the parties are unable to agree such Proportional Shares then they shall be determined in accordance with the dispute resolution provisions of this instrument. The parties' costs associated with Maintenance in respect of the Easement Facility shall be based on the same percentage split or allocation, as the metered amount for water usage. The parties acknowledge that as at the date of this instrument, the Proportional Shares allocation which the parties have adopted is as follows, although such initial allocation may not be reflective of actual proportional use:
- (a) NZDF Base Land - 70%;
 - (b) Council Land - 30%;
 - (c) Servient Land - Nil.

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[Handwritten signatures]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

- (6) The Grantor reserves the right to have installed any meter for the purpose of measuring the Grantee's respective use of the service comprised in this Easement for the purpose of assessing Proportional Shares allocation.

5 Rights of entry

- (1) The parties acknowledge that the Grantor wishes to limit the Grantee's access to the Servient Land in connection with this easement, given that the Service Infrastructure is owned by the Grantor, and it wishes to retain control of it.
- (2) In the case of emergency only, the Grantee itself (or any one of them) may carry out Maintenance works immediately and will use its best endeavours to give the Grantor notice in advance of its intention to carry out emergency Maintenance works. If the Grantee is unable to give notice in advance of commencing the emergency Maintenance works, it must advise the Grantor of the work as soon as reasonably practicable after Maintenance work has commenced and within 24 hours of commencement of the work. The following provisions shall also apply in such event.
- (3) The Grantee must ensure that as little damage or disturbance as possible is caused to the Servient Land or to the Grantor.
- (4) The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- (5) The Grantee must ensure that all work is completed promptly.
- (6) The Grantee must immediately make good any damage done to the Servient Land by restoring the surface of the land as nearly as possible to its former condition.

6 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in any easement,-

- (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, but in doing so must observe the requirements of clauses 5(2) to 5(6).
- (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, subject however to the Proportional Shares cost allocation in respect of repairs and Maintenance.

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Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

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(Continue in additional Annexure Schedule, if required.)

- (d) The other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

7 Disputes

If a dispute in relation to an easement arises between parties who have 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; 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.

8 Security Arrangements

- (1) The Grantee acknowledges that at the date of signing of this easement the Servient Land is held for Defence Purposes.
- (2) For so long as the Servient Land is held for Defence Purposes, the Grantee shall comply with all reasonable security requirements of the Grantor with regard to access to, from and over the Servient Land as provided for under this instrument, as may be advised to the Grantee's by the Grantor from time to time.
- (3) The parties will at all times comply with all regulations, statutes, ordinances, bylaws or other enactments affecting or relating to their use of the Easement Area and with all requirements which may be given by any Authority.

9 Termination of Easement

- (1) This instrument will be terminated on the occurrence of any Termination Event as that term is defined in clause 9(2).
- (2) The following are Termination Events for the purposes of clause 9(1):
- (a) the Service Infrastructure is destroyed or damaged, or fallen into such state of operation, to the extent that the service can no longer be provided in the reasonable opinion of the Grantor, and/or the Grantor does not wish to incur the cost of any reinstatement or Maintenance;

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[Handwritten signatures]

Annexure Schedule

Insert type of instrument
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(Continue in additional Annexure Schedule, if required.)

- (b) the Grantor elects to discontinue the grant of the easement created by this instrument, at its sole and unfettered discretion, and has given the Grantee three months' prior written notice of such decision (Discontinuance Notice), in which event this instrument shall automatically terminate upon expiry of such written notice;
- (c) if the Council as Grantee no longer requires the grant of the easement created by this instrument, and it has given the Grantor three months' prior written notice of such decision then in such event this instrument shall automatically terminate insofar as the Council Land is concerned, upon expiry of such written notice. Council as Grantee will be responsible for the Grantor's costs in cutting off supply of the Easement Facility to the Council Land, and will continue to be responsible for its costs in relation to Maintenance and use of the Easement Facility until expiry of the three month period.
- (3) In the event of any Termination Event the parties will do all things necessary in order to register a full or partial surrender of this instrument (as the case may be), in which event each party shall meet their own costs in connection with the same.
- (4) In the event of the Grantor giving a Discontinuance Notice then the following shall apply:
- (a) the Grantor shall during the relevant three months notice period, be required to attend to minimal routine Maintenance only, and shall not in any event be required to carry out any Maintenance, at all, which improves the performance of the Easement Facility being discontinued, beyond that which exists at the date the Discontinuance Notice is given;
- (b) despite clause 9(4)(a), the Grantee shall be entitled should it wish to do so, to carry out at its cost any Maintenance which it requires to the Service Infrastructure which is relevant to the Easement Facility being discontinued, provided however such Grantee shall in the course of having any such Maintenance carried out, liaise with the Grantor with a view to having such Maintenance carried out at a mutually agreeable time.
- (5) The parties acknowledge their mutual wish to minimise any adverse impact on the respective occupants from time to time of the Servient Land and Dominant Land. Accordingly, the parties agree to communicate on a regular basis in regard to the numbers of occupants in respect of those lands, and their movements. In particular however, the parties will give written notice to each other in the event of either party under this instrument having given or received notice to or from any tenant or other occupant of the termination of such tenancy or occupancy rights.

10 Relocation

- (1) The Grantor (whether on its own accord or required by any competent authority) may require that the position of the Easement Facility through the Servient Land, be relocated to an alternate area within either the Servient Land, or other land of the Grantor or otherwise provided by the Grantor (Relocated Service). The Relocated Service shall be in substitution for the easement granted for the service under this instrument.
- (2) In the event of the Grantor electing to require the Easement Facility to be relocated in accordance with clause 10(1) above, then the following shall apply in relation to the Relocated Service:
- (a) the Grantee shall if required to do so by the Grantor, do all things and sign all documents reasonably required by the Grantor, to surrender the easement relating to the service granted

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Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

under this instrument, and where and to the extent any Relocated Service is granted over other land of the Grantor, register a new easement for the Relocated Service in substitution. This shall include but not be limited to the following:

- (i) execution of registerable surrender of the easement relating to the service created by this instrument, required to be surrendered to enable the Relocated Service;
- (ii) execute any plans and assist and co-operate with the Grantor to obtain any consents which may be required to enable the deposit of the appropriate survey plan for the Relocated Service;
- (iii) execute any documents required in respect of the creation and registration of the Easement for the Relocated Service, where such Relocated Service is provided over other land of the Grantor; and
- (iv) obtain the consent of any mortgagee or other interested party to the relocation of the service, or other interested party to the easement for the Relocated Service.

(3) The Relocated Service shall be completed at the cost of the Grantor, and the easement in respect of which will be granted on the same terms as recorded in this instrument.

(4) The Grantee, any mortgagee of the Grantee and any other person holding an interest in respect of the easement created under this instrument, shall not be entitled to any compensation whatsoever in the event of any relocation in accordance with the above provisions.

11 Responsibility for Damage

- (1) Any party exercising any right or benefit under this instrument, shall be responsible for and hold harmless the other parties against any damage which that party causes to the Servient Land or property (including the property of any occupant in respect of such land) of any other party to this instrument.

12 Acknowledgement

- (1) The parties acknowledge that the Grantor may as at the date of this instrument use the Easement Facility for the benefit of the Servient Land. If this is the case the benefit derived by the Servient Land shall be limited to that which exists at the date of this instrument, (if any), to the intent that any such existing benefit is accepted and allowed to continue to the same extent, pursuant to the terms of this instrument.
- (2) If the Grantor wishes to increase the extent to which the Servient Land receives the benefit of the Easement Facility (at the date of this instrument), and provided the Grantor (at the Grantor's cost) commissions a report from an engineer which confirms that such use would not likely materially adversely affect the then existing performance of the Service Infrastructure, then the following shall apply:
- (a) the Grantor shall give written notice to the Grantee advising that (and the extent to which) it intends to use the service comprised in the Easement Facility, for the benefit of the Servient Land;
 - (b) the Grantor shall meet its own costs in connection with any work and/or infrastructure required in order for it to connect on to the Service Infrastructure;

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[Handwritten signatures]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

- (c) the Grantor shall as from the time it actually uses the service for the benefit of the Servient Land, share in the Proportional Shares, with such calculation of its share to be based on the same basis for calculation as provided for under the definition of Proportional Shares in clause 1.

Continuation of Attestation Clause:

The Common Seal of)
Wellington City Council was affixed)
in my presence by the Wellington)
City Council as Grantee in respect)
of rights received over the)
the Servient Land)

Authorised Signatory

DAVID JACKSON
SOLICITOR
WELLINGTON CITY COUNCIL

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.

Landonline User ID: ROBYNSASWE

LODGING FIRM: Robyn's Agency Services Ltd

Address: PO Box 454

WELLINGTON

Uplifting Box Number: 83

ASSOCIATED FIRM: DLA Phillips Fox

Client Code / Ref: 0431406 - M Anderson

Wendy Anderson
Other (state)

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

EI 8070638.1 Easement I

Cpy - 02/03, Pgs - 011, 11/02/09, 14:29

Copies
(inc. original)

DocID: 412064442

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	SO 11017	EI	NZDF & WCC							\$31	\$31.00
2	CFR's 418653, 418654, 435658, 223338, 205722	EI	NZDF & WCC							\$31	\$31.00
3	SO 339948	EI	NZDF & WCC							\$31	\$31.00
4											
5											
6											
Land and Information New Zealand Lodgement Form											
Annotations (LINZ use only)											
Subtotal (for this page)											\$93.00
Total for this dealing											\$93.00
Less Fees paid on Dealing #											
Cash/Cheque enclosed for											\$93.00

Original Signatures? _____

Fees Receipt and Tax Invoice

GST Registered Number 17-022 895

LINZ Form P005

LINZ Form P005 - PDF

Version 1.7: 28 May 2004

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

Land registration district

WELLINGTON



Grantor

Surname(s) must

WELLINGTON CITY COUNCIL in respect of the Council Land and HER MAJESTY THE QUEEN in right of Her Government in New Zealand acting by and through the Chief of Defence Force in*

Grantee*respect of the NZDF Base Land Surname(s) must be underlined or in CAPITALS.

HER MAJESTY THE QUEEN in right of Her Government in New Zealand acting by and through the Chief of Defence Force in respect of the NZDF Base Land and the NZDF Upper Land and WELLINGTON**

Grant* of easement or profit à prendre or creation or covenant Council Land **CITY COUNCIL in respect of the

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).

Dated this 6th day of November 2008

***The common seal was affixed in my presence by the Wellington City Council
Attestation as Grantor in respect of the rights granted over the Council Land

	Signed in my presence by the Grantor ***	
	Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	The common seal of WELLINGTON CITY COUNCIL was affixed in the presence of:
Occupation	ROSS ARTHUR BLY	
Address	SPECIAL PROJECTS OFFICER	
Signature [common seal] of Grantor	WELLINGTON CITY COUNCIL	

	Signed in my presence by the Grantee	
	Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	
Occupation		
Address		
Signature [common seal] of Grantee	ROSS ARTHUR BLY	
	SPECIAL PROJECTS OFFICER	
	WELLINGTON CITY COUNCIL	

Certified correct for the purposes of the Land Transfer Act 1952.

*affixed in my presence by the Wellington City Council as Grantee in respect of rights received over the NZDF Base Land

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1

Easement instrument

Dated

6 November
~~22~~ ~~November~~ 2008

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to drain sewage and water, right to convey electricity, telecommunications and convey water	CFR 418653 CFR 418654	Council Land	NZDF Base Land NZDF Upper Land
Right to drain sewage and water, right to convey electricity, telecommunications and convey water	CFR WN 435658; CFR WN 223338; CFR WN 205722	NZDF Base Land	Council Land NZDF Upper Land

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 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]~~ ~~[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 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].

All signing parties and either their witnesses or solicitors must sign or initial in this box

[Handwritten signatures and initials]

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc



Easement

Dated

22 November 2018

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(Continue in additional Annexure Schedule, if required.)

1 Interpretation

In this Easement, unless the context requires otherwise,-

Authority means any local or territorial authority, or any other body having jurisdiction over the Dominant Land and/or Servient Land or their Facilities or their use;

Council means Wellington City Council and includes its successors and assigns;

Council Land means the land comprised in the following computer freehold registers:

- (a) 418653 (Wellington Registry);
- (b) 418654 (Wellington Registry);

Crown means Her Majesty the Queen in the right of Her Government in New Zealand acting by and through the Chief of Defence Force and acting pursuant to his powers under s25 Defence Act 1990;

Dominant Land means the land that takes the benefit of the Easement and that is described as firstly the NZDF Base Land and NZDF Upper Land, and secondly as the Council Land, and the NZDF Upper Land;

Easement Area means the course that the existing services currently follow across and along the Servient Land at the date of signing of this Easement by both parties and which are subject to this Easement;

Easement Facility-

- (a) In relation to the right to convey water, means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution (but not upgrade);
- (b) In relation to the right to convey electric power or a right to convey telecommunications and computer media, means wires, cables (containing wire or other media conducting materials), towers, poles, transformers, switching gear, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution (but not upgrade);
- (c) In relation to the right to drain water, means pipes, conduits, open drains, pumps, tanks (with headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution (but not upgrade);
- (d) In relation to the right to drain sewage, means pipes, 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 (but not upgrade);

Collectively "Easement Facilities";

For the avoidance of doubt, the parties acknowledge that the exact course of the Easement Facilities contained in this Easement have not been defined by survey, and the Easement Facilities are limited to those in existence at the date of signing of this Easement or those Easement Facilities constructed in the

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.

[Signature] *[Initials]*

[Signature]

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

6 November 2018

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(Continue in additional Annexure Schedule, if required.)

course of repair or Maintenance of the existing Easement Facilities or relocated within the boundaries of the Servient Land under clause 14;

Grantee means the registered proprietor of the Dominant Land and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantee and their respective successors. The Grantee as at the date of this instrument is HER MAJESTY THE QUEEN in right of Her Government New Zealand acting by and through the Chief of Defence Force as registered proprietor of the NZDF Base Land and the NZDF Upper Land, and WELLINGTON CITY COUNCIL as registered proprietor of the Council Land;

Grantor means the registered proprietor of the Servient Land and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor and their respective successors. The Grantor as at the date of this instrument is WELLINGTON CITY COUNCIL as registered proprietor of the Council Land, and HER MAJESTY THE QUEEN in right of Her Government in New Zealand acting by and through the Chief of Defence Force as registered proprietor in respect of the NZDF Base Land;

Maintenance means keeping, repairing and maintaining any pipes, conduits, cables, wires and poles that form part of an Easement Facility in good order and condition and to prevent them from becoming a nuisance. For the avoidance of doubt, Maintenance shall include the following:

- (a) any work and/or materials which replaces like with like;
- (b) any work and/or materials which includes upgraded components in order to comply with any regulatory requirements including but not limited to those required pursuant to the Building Act 2004;
- (c) any work and/or materials which includes upgraded components which do not fall within the immediately preceding category, provided however they do not materially or significantly enhance the overall capability of the service concerned, beyond that which existed either as at the date of this instrument or as at the date of completed installation in accordance with the preceding paragraph;

NZDF Base Land means the following land:

- (a) WN435658;
- (b) WN223338;
- (c) WN205722

NZDF Upper Land means that parcel of land owned as at the date of this instrument by the Crown being part section 3 Watts Peninsula District SO11017; as contained in Proclamation 55, Gazette 1886, p.694. *mpf*

Proportional Shares means the relevant Proportional Shares of the Grantee's for all costs associated with Maintenance in respect of the Easement Facilities, and which shall be based on the following calculations:

- (a) where (and to the extent), the service which is the subject of the Easement granted pursuant to this instrument, is separately metered as to use, whether by flow or otherwise, then the Proportional Shares of the Grantee's shall be based on the same percentage split or allocation as the metered amount;
- (b) where (and to the extent), the Service is not, or is incapable of being separately metered as to use, then the Proportional Shares of the Grantee's shall be based on the respective proportional use having regard to occupancy and associated demand for use of the service, as between the NZDF Base Land,

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Annexure Schedule



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"Mortgage", "Transfer", "Lease" etc

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the Council Land, and the NZDF Upper Land as agreed between the parties from time to time, or failing agreement as determined in accordance with the dispute resolution provisions of this instrument;

Service Infrastructure means all pipes, conduits, and other structures associated with the respective Easement Facility and the relevant easement provided for under this instrument;

Servient Land means the parcel of land over which the Easement is registered and that is described firstly as the Council Land and secondly the NZDF Base Land.

2 Right to convey water

- (1) The right to convey water includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights to take and convey water in free and unimpeded flow from the source of supply or point of entry through the Easement Facility and over the Servient Land to the Dominant Land.
- (2) The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Easement Facility.
- (3) The Easement Facility referred to in subclause (1) is the Easement Facility laid along the Easement Area
- (4) The Grantor must not do and must not allow to be done anything on the Servient Land that may cause the purity or flow of water in the water supply system to be diminished or polluted.
- (5) Nothing contained in this section shall require the Grantor in respect of the NZDF Base Land to actually supply water to the Grantees.

3 Right to drain water

- (1) The right to drain water includes the right for the Grantee 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 from the Dominant Land through the Easement Facility and over the Servient Land.
- (2) The right to drain water is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Easement Facility.
- (3) The Easement Facility referred to in subclause (1) is the Easement Facility laid along the Easement Area.

4 Right to drain sewage

- (1) The right to drain sewage includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights to drain, discharge, and convey sewage and other waste material and waste fluids through the Easement Facility and over the Servient Land.
- (2) The right to drain, discharge, and convey sewage and other waste material and waste fluids is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Easement Facility.

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M M R

[Signature]

Annexure Schedule

Insert type of instrument

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- (3) The Easement Facility referred to in subclause (1) is the Easement Facility laid along the Easement Area.

5 Right to convey electricity

- (1) The right to convey electricity includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to lead and convey electricity and electric impulses without interruption or impediment from the point of entry through the Easement Facility and over the Servient Land.
- (2) The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the Easement Facility.
- (3) The Easement Facility referred to in subclause (1) is the Easement Facility laid along the Easement Area.

6 Right to convey telecommunications and computer media

- (1) The right to convey telecommunications and computer media includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to lead and convey telecommunications and computer media without interruption or impediment from the point of entry through the Easement Facility and over the Servient Land.
- (2) The right to convey telecommunications and computer media without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the Easement Facility.
- (3) The Easement Facility referred to in subclause (1) is the Easement Facility laid along the Easement Area.

7 General Rights

- (1) All the easements referred to in this Easement include the right to use any Easement Facility already situated on the Easement Area for the purpose of the Easement granted.
- (2) The Grantor 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.
- (3) Grantee must not do and must not allow to be done on the Dominant Land or 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.

8 Repair, Maintenance, and costs

- (1) Subject to clause 13.(4), the registered proprietor for the time being of that part of the Servient Land where any Maintenance is required to any Service Infrastructure will arrange for the repair and Maintenance of the Service Infrastructure to keep it in good order, repair and condition and to prevent it becoming a nuisance, and the costs of such repair and Maintenance will be apportioned in accordance with the Proportional Shares.

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[Handwritten signatures and initials]

Annexure Schedule



Insert type of instrument
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- (2) The registered proprietors for the time being of the Dominant Land which will have the use of the Service Infrastructure used in connection with the Easement Facilities laid, placed or erected under, over or on the surface of the Easement Area will pay the appropriate Proportional Shares of Maintenance of the Service Infrastructure.
- (3) If Maintenance is required at the point where any Service Infrastructure serves one part of the Dominant Land only (if any), the registered proprietor of that part of the Dominant Land will be responsible for the full cost of Maintenance.
- (4) Where the need for any Maintenance or repair is directly attributable to the actions of only one of the registered proprietors of the Dominant Land or of any tenant, servant, agent, workman, licensee or invitee of, or any visitor to, that proprietor, then that proprietor will pay the full cost of that Maintenance and repair.
- (5) The parties acknowledge and agree that any party may at any time call for a review of the Proportional Shares (by giving written notice to the other parties formally requesting the same) to reflect either the metered flow or respective occupancy and associated demand (as the case may be) on the Easement Facility as between the NZDF Base Land, the Council Land and the NZDF Upper Land (if any) as at the time of review. The Grantees shall as between themselves negotiate in good faith with a view to resolving such Proportional Shares upon any such requested review. In the event the parties are unable to agree such Proportional Shares then this shall be determined in accordance with the dispute resolution provisions of this instrument. The parties acknowledge that as at the date of this instrument, the Proportional Shares allocations which the parties have adopted are as follows, although such initial allocation may not be reflective of actual proportional use:
 - (a) Council Land - 30%;
 - (b) NZDF Base Land - 70%;
 - (c) NZDF Upper Land - nil.
- (6) The Grantor in respect of the NZDF Base Land, and the Grantor in respect of the Council Land, reserve the right to have installed any meter for the purpose of measuring the relevant Grantee's respective use of any such service comprised in this Easement, for the purpose of assessing Proportional Shares allocation.

9 Rights of entry

- (1) The parties acknowledge the Grantors wish to limit the Grantee's access to the Servient Land, in connection with this Easement, given that the Service Infrastructure comprised in the Easement Facilities is owned by each respective Grantor in respect of its particular land comprised in the Servient Land, and their respective wish to retain control of the same.
- (2) In the case of emergency, the Grantee only (or any one of them), may carry out Maintenance works immediately and will use its best endeavours to give the Grantor notice in advance of its intention to carry out emergency Maintenance works. If the Grantee is unable to give notice in advance of commencing the emergency Maintenance works, it must advise the Grantor of the work as soon as reasonably practicable after Maintenance work has commenced and within 24 hours of commencement of the work. The following provisions shall also apply in such event.

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MRR

[Signature]

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Insert type of instrument
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(Continue in additional Annexure Schedule, if required.)

- (3) The Grantee must ensure that as little damage or disturbance as possible is caused to the Servient Land or to the Grantor.
- (4) The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- (5) The Grantee must ensure that all work is completed promptly.
- (6) The Grantee must immediately make good any damage done to the Servient Land by restoring the surface of the land as nearly as possible to its former condition.

10 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement,-

- (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, but in doing so must observe the requirements of clauses 9(3) to 9(6):
- (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, subject however to the Proportional Shares costs allocation in respect of repairs and Maintenance:
- (d) The other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

11 Disputes

If a dispute in relation to this Easement arises,-

- (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),-

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[Handwritten signatures and initials]

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Insert type of instrument

"Mortgage", "Transfer", "Lease" etc



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- (i) The dispute must be referred to arbitration in accordance with the Arbitration Act 1996; 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.

12 Security Arrangements

- (1) The Council acknowledges that at the date of signing of this Easement the NZDF Base Land is held for Defence Purposes.
- (2) For so long as the NZDF Base Land is held for Defence Purposes, the Grantee in respect of that land, shall comply with all reasonable security requirements of the Grantor with regard to access to, from and over the relevant part of the Servient Land in connection with the grant of the Easement and the Easement Facility under this instrument, as may be advised to the Grantee by the Grantor from time to time.
- (3) The parties will at all times comply with all regulations, statutes, ordinances, bylaws or other enactments affecting or relating to their use of the Easement Area and with all requirements which may be given by any Authority.

13 Termination of Easement

- (1) In relation to any of the easements granted by this instrument, this instrument will, insofar as any such easements created by it are concerned, be terminated on the occurrence of any Termination Event as that term is defined in clause 13(2).
- (2) The following are Termination Events for the purposes of clause 13(1):
 - (a) the Service Infrastructure associated with the Easement Facilities (or any one of them) is destroyed or damaged, or fallen into such state of operation, to the extent that the service can no longer be provided in the reasonable opinion of the relevant Grantor in respect of the relevant Servient Land, and/or the relevant Grantor does not wish to incur the cost of either reinstatement or Maintenance as the case may be;
 - (b) the relevant Grantor elects to discontinue the grant of the Easement Facilities (or any one of them) at its sole and unfettered discretion, and has given the Grantee three months' prior written notice of such decision (Discontinuance Notice), in which event this instrument shall automatically terminate upon expiry of such written notice in respect of such Easement Facilities (or any one or more of them as the case may be).
- (3) In the event of any Termination Event the parties will do all things necessary in order to register a full or partial surrender of this instrument, as the case may be, in which event each party shall meet their own costs in connection with the same.
- (4) In the event of either Grantor giving a Discontinuance Notice then the following shall apply:

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- (a) the relevant Grantor which has given any such Discontinuance Notice, shall during the relevant three months notice period, be required to attend to minimal routine Maintenance only, and shall not in any event be required to carry out any Maintenance, at all, which improves the performance of the Easement Facility being discontinued, beyond that which exists at the date the Discontinuance Notice is given;
- (b) despite clause 13(4)(a), any Grantee which has received a Discontinuance Notice, shall be entitled should it wish to do so, to carry out at its cost any Maintenance which it requires to the Service Infrastructure which is relevant to the Easement Facility being discontinued, provided however such Grantee shall in the course of having any such Maintenance carried out, liaise with the Grantor with a view to having such Maintenance carried out at a mutually agreeable time.
- (5) The parties acknowledge their mutual wish to minimise any adverse impact on the respective occupants from time to time of the Servient Land and Dominant Land. Accordingly, the parties agree to communicate on a regular basis in regard to the numbers of occupants in respect of those lands, and their movements. In particular however, the parties will give written notice to each other in the event of either party under this instrument having given or received notice to or from any tenant or other occupant, of the termination of such tenancy or occupancy rights.

14 Relocation

- (1) The provisions of this clause 14 shall apply in respect of that part of the Servient Land comprising the NZDF Base Land, and the provisions of this clause 14 shall be read accordingly.
- (2) The Grantor (whether on its own accord or required by any competent authority) may require that the position of the Easement Facilities (or any one of them) through the Servient Land, be relocated to an alternate area within either the Servient Land, or other land of the Grantor or otherwise provided by the Grantor (Relocated Service). The Relocated Service shall be in substitution for the Easement granted for the Service under this instrument.
- (3) In the event of the Grantor electing to require the Easement Facilities (or any one of them) to be relocated in accordance with clause 14(2) above, then the following shall apply in relation to the Relocated Service:
- (a) the Grantee shall if required to do so by the Grantor, do all things and sign all documents reasonably required by the Grantor, to surrender the Easement relating to the service granted under this instrument if the Relocated Service is to be relocated outside the Servient Land, and where and to the extent any Relocated Service is granted over other land of the Grantor, register a new Easement for the Relocated Service in substitution. This shall include but not be limited to the following:
- (i) execution of registerable surrender of the Easement relating to the service created by this instrument required to be surrendered to enable the Relocated Service but only if the Relocated Service is to be located outside the Servient Land;
- (ii) execute any plans and assist and co-operate with the Grantor to obtain any consents which may be required to enable the deposit of the appropriate survey plan for the Relocated Service;

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[Handwritten signatures and initials]

Annexure Schedule



Insert type of instrument

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- (iii) execute any documents required in respect of the creation and registration of the Easement for the Relocated Service, where such Relocated Service is provided over other land of the Grantor; and
- (iv) obtain the consent of any mortgagee or other interested party to the relocation of the service, or other interested party to the Easement for the Relocated Service.
- (4) The Relocated Service shall be completed at the cost of the Grantor, and the Easement in respect of which will be granted on the same terms as recorded in this instrument, insofar as they were applicable to the service relevant to the surrendered easement.
- (5) The Grantee, any mortgage of the Grantee and any other person holding an interest in respect of the Easement created under this instrument, shall not be entitled to any compensation whatsoever in the event of any relocation in accordance with the above provisions.
- (6) If the position of the Easement Facilities (or any one of them) are relocated to alternate areas under clause 14, the Grantor will use its best endeavours to ensure that the Relocated Service provides the Grantee with a service which is no less efficient, or less capable than that which existed at the date of this instrument.

15 Responsibility for damage

- (1) Any party exercising any right or benefit under this instrument, shall be responsible for and hold harmless the other parties against any damage which that party causes to the Servient Land or property (including the property of any occupant in respect of such land) of any other party to this instrument.

16 Limitation on liabilities

- (1) The obligation and/or entitlement (as set out in this instrument) of each party described under the heading of Grantee on the front page of this instrument, shall be limited to the corresponding part of the Dominant Land which is owned by that party as registered proprietor.
- (2) The obligation and/or entitlement (as set out in this instrument) of each party described under the heading of Grantor on the front page of this instrument, shall be limited to the corresponding part of the Servient Land which is owned by that party as registered proprietor.

17 Limitation on grant

- (1) The grant of all Easements over the Council Land that are in favour of the NZDF Upper Land, are, insofar as the NZDF Upper Land is concerned, limited to those Easement Facilities which have, as at the date of this instrument, any existing Service Infrastructure actually servicing the NZDF Upper Land, (if any), to the intent that any such existing services are accepted and allowed to continue to the same extent, pursuant to the terms of this instrument.

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MRR

[Signature]

Annexure Schedule



Insert type of instrument
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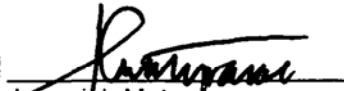
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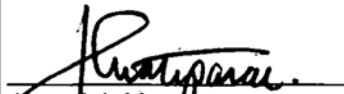
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Continuation of Attestation Clause:


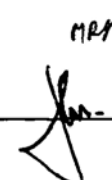
HER MAJESTY THE QUEEN in right of Her Government in New Zealand acting by and through the Chief of Defence Force pursuant to section 25(5) of the Defence Act 1990 as Grantor in respect of rights granted over the NZDF Base Land:


Jeremiah Mateparae
Lieutenant-General
Chief of Defence Force

HER MAJESTY THE QUEEN in right of Her Government in New Zealand acting by and through the Chief of Defence Force pursuant to section 25(5) of the Defence Act 1990 as Grantee in respect of rights received over the Council Land:


Jeremiah Mateparae
Lieutenant-General
Chief of Defence Force

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

Land registration district

WELLINGTON



EI 8070638.3 Easement I

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DocID: 412064444

Grantor

Surname(s) must

WELLINGTON CITY COUNCIL in respect of the Council Land

Grantee

Surname(s) must be underlined or in CAPITALS.

HER MAJESTY THE QUEEN in right of Her Government in New Zealand acting by and through the
Chief of Defence Force in respect of the NZDF Base Land and NZDF Upper Land

Grant* of easement or profit à 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) 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).

Dated this 22 day of June 2008

*The common seal was affixed in my presence by the Wellington City Council
Attestation as Grantor in respect of the rights granted over the Council Land

	Signed in my presence by the Grantor *	
	Signature of witness	
Signature [common seal] of Grantor	Witness to complete in BLOCK letters (unless legibly printed)	Witness name
	Occupation	WELLINGTON CITY COUNCIL was affixed in the presence of:
	Address	ROSS ARTHUR FAY SPECIAL PROJECTS OFFICER WELLINGTON CITY COUNCIL
HER MAJESTY THE QUEEN in right of Her Government in New Zealand acting by and through the Chief of Defence Force pursuant to section 25(5) of the Defence Act 1990 as the Grantee in respect of rights received over the Servient Land: Jeremiah Mataparae Lieutenant-General Chief of Defence Force	Signed in my presence by the Grantee	
Signature [common seal] of Grantee	Signature of witness	A. J. R. Brown.
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	ANDREW JAMES ROBERTSON BROWN
	Occupation	ARMY OFFICER
	Address	41 EMILY CRESCENT NGAIO, WELLINGTON

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1

Easement instrument

Dated

22 Kumb 2018

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	B on Survey Office Plan 339948	Section 10 on Survey Office Plan 339948	NZDF Base Land
	C on Survey Office Plan 339948	Section 5 on Survey Office Plan 339948	NZDF Base Land
	A on Survey Office Plan 339948 Deposited Plan 408359	Section 3 on Survey Office Plan 339948	NZDF Base Land and NZDF Upper Land

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 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]~~ ~~[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 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].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

NRG

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

22 June 2008

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(Continue in additional Annexure Schedule, if required.)

1 Interpretation

In this Easement, unless the context requires otherwise,-

Authority means any local or territorial authority, or any other body having jurisdiction over the Dominant Land and/or Servient Land or their Facilities or their use;

Crown means Her Majesty the Queen in right of Her Government in New Zealand acting by and through the Chief of Defence Force acting pursuant to his powers under s25 Defence Act 1990;

Dominant Land, means the land that takes the benefit of the Easement and that is described as the Dominant Tenement in Schedule A of Annexure Schedule 1;

Easement Facility means that part of the surface of the land described as the Stipulated Area;

Grantee means the registered proprietor of the Dominant Land and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantee;

Grantor means the registered proprietor of the Servient Land and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor;

NZDF Base Land means the following land:

- (a) WN435658;
- (b) WN223338;
- (c) WN205722

NZDF Upper Land means that parcel of land owned as at the date of this instrument by the Crown being part section 3 Watts Peninsula District SO11017; as contained in Proclamation 55, Gazette 1886, p.694.

Proportional Shares means the relevant Proportional Shares for maintenance obligations under this Easement, to be based on respective proportional use having regard to the occupancy and associated demand for use of the Easement Facility, as between the relevant Servient Land and the relevant corresponding part of the Dominant Land in each case, and as agreed between the parties from time to time, or failing agreement as determined in accordance with the dispute provisions of this instrument;

Servient Land means the parcel of land over which the Easement is registered and that is described as the Servient Land in Schedule A of Annexure Schedule 1;

Stipulated Area means the areas marked 'A', 'B' and 'C' on Survey Office Plan 339948.

In the event of any inconsistency between the provisions of this instrument and the implied rights and powers prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007, then the provisions of this instrument shall prevail.

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.

[Handwritten signatures]

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

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(Continue in additional Annexure Schedule, if required.)

2 Right of way

The Grantor grants to the Grantee the:

- (1) Right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Facility;
- (2) The right to go over and along the Easement Facility includes the right to go over and along the Easement Facility with or without any kind of vehicle, machinery or implement;
- (3) A right of way includes the right to establish a driveway, to repair and maintain an existing driveway, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted. Provided however any significant upgrade or establishment shall require the consent of the party which has the greater Proportional Shares allocation.

3 General Rights

- (1) The Grantor 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.
- (2) 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.
- (3) The parties will at all times comply with all regulations, statutes, ordinances, bylaws or other enactments affecting or relating to their use of the Easement Area and with all requirements which may be given by any Authority.

4 Repair, maintenance, and costs

- (1) The registered proprietor for the time being of the Servient Land will arrange for any repair and maintenance of the Easement Facility to keep and maintain the right of way in good order and repair.
- (2) The parties will pay the appropriate Proportional Shares of the costs of complying with clause 4(1).
- (3) Where the need for any maintenance or repair is directly attributable to the actions of one party or of any tenant, servant, agent, workman, licensee or invitee of, or any visitor to, that party, then that party will pay all costs of that maintenance and repair.
- (4) The parties acknowledge that the right of way is not available for use by the general public, and the Grantee has the right to maintain a locked gate across the right of way (or part of the right of way) to prevent access by the general public, provided that the Grantor has a key to unlock the gate and has full access to the Servient Land at all times.
- (5) The Grantee must advise the Grantor at least 24 hours prior to its entry to the Servient Land to carry out maintenance.

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



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

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(Continue in additional Annexure Schedule, if required.)

(6) In the case of emergency, the Grantee may carry out maintenance works immediately and will use its best endeavours to give the Grantor notice in advance of its intention to carry out emergency works. If the Grantee is unable to give notice in advance of commencing the emergency works, it must advise the Grantor of the work as soon as reasonably practicable after work has commenced and within 24 hours of commencement of the work.

(7) The parties acknowledge that the Proportional Share allocation which the parties have adopted as at the date of this instrument is, in respect of each of the 3 separate rights of way comprised in the Easement Facility, as follows, although such initial allocation may not be reflective of actual proportional use (with the exception of the NZDF Upper Land however, which is accurate):

- (a) NZDF Base Land - 70%;
- (b) Servient Land - 30%.
- (c) NZDF Upper Land - Nil

Provided however any of the parties may at any time call for a review of the Proportional Share allocation (by giving written notice to the other party formally requesting the same) to reflect the respective occupancy and associated demand on the Easement Facility as between the Servient Land and the Dominant Land as at the time of review. The parties shall as between themselves negotiate in good faith with a view to resolving such Proportional Share upon any such requested review. In the event the parties are unable to agree such Proportional Shares then this shall be determined in accordance with the dispute resolution provisions of this instrument.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement,-

- (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, subject however to the Proportional Share allocation which applies in respect of any repair and maintenance costs incurred:
- (d) The other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

If a dispute in relation to this Easement arises between parties who have registered interest under the Easement,-

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

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

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(Continue in additional Annexure Schedule, if required.)

- (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; 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 Responsibility for damage

- (1) Any party exercising any right or benefit under this instrument, shall be responsible for and hold harmless the other parties against any damage which that party causes to the Servient Land or property (including the property of any occupant in respect of such land) of any other party to this instrument.

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[Handwritten signatures and initials]