

Attachment 4

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Record of Title



Urban & Environmental



**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**FREEHOLD**  
**Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **1005173**  
**Land Registration District** **North Auckland**  
**Date Issued** 17 September 2021

**Prior References**

NA1656/50	NA1656/51	NA693/359
NA810/244	NA91/77	

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<b>Estate</b>	Fee Simple
<b>Area</b>	4435 square metres more or less
<b>Legal Description</b>	Lot 1 Deposited Plan 564257
<b>Purpose</b>	for Justice and Community Wellbeing Purposes

**Registered Owners**

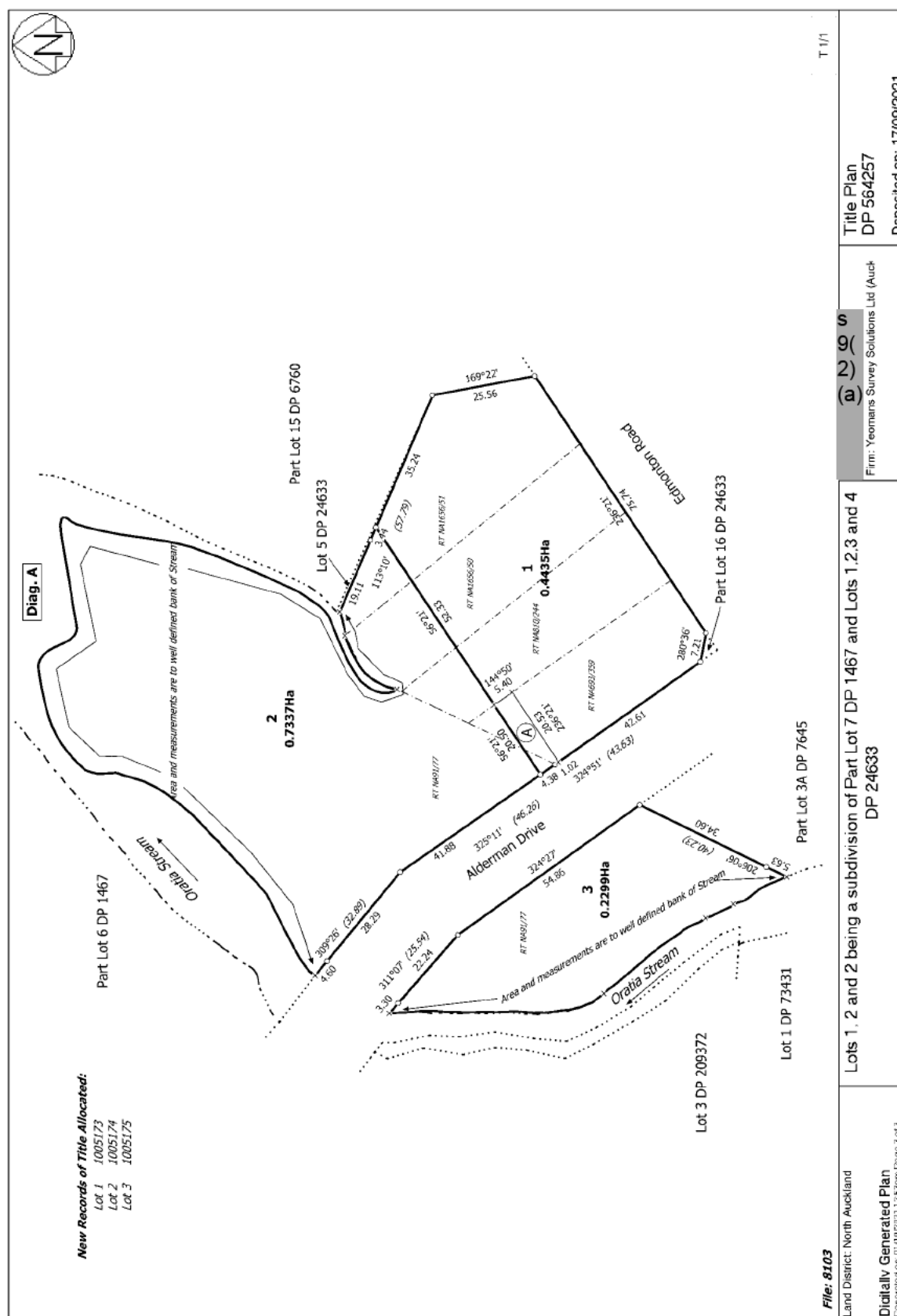
His Majesty the King

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**Interests**

Subject to a right of way over part marked A on DP 564257 created by Easement Instrument 12232413.3 - 17.9.2021 at 1:36 pm

The easements created by Easement Instrument 12232413.3 are subject to Section 243 (a) Resource Management Act 1991



# View Instrument Details



**Instrument No** 12232413.3  
**Status** Registered  
**Date & Time Lodged** 17 September 2021 13:36  
**Lodged By** Dias, Carol Denis  
**Instrument Type** Easement Instrument



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Affected Records of Title	Land District
1005173	North Auckland
1005174	North Auckland

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**Annexure Schedule** Contains 5 Pages.

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## Grantor Certifications

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

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

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

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

## Signature

Signed by Yee Lin Leong as Grantor Representative on 17/09/2021 01:00 PM

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## Grantee Certifications

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

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

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

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

## Signature

Signed by Yee Lin Leong as Grantee Representative on 17/09/2021 01:00 PM

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

**VEHICULAR RIGHT OF WAY EASEMENT  
EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE**

(Section 109 Land Transfer Act 2017)

## Grantor

**AUCKLAND COUNCIL**

**Grantee**

**AUCKLAND COUNCIL**

### Grant of Easement, or *Profit à prendre*

**The Grantor**, being the registered owner of the Burdened Land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s), or *profit(s) à prendre* 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, or Profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	'A' on DP 564257	RT 1005173 (Lot 1 DP 564257)	RT 1005174 (Lot 2 DP 564257)

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby ~~varied~~ ~~(negative)~~ ~~added to~~ or ~~substituted~~ by the provisions set out in the Annexure Schedule.

## **ANNEXURE SCHEDULE**

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

#### **1. DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:** In this instrument capitalised words have the meanings given to them as follows:

**Driveway** means the driveway formed or to be formed on the Easement Area.

**Easement Area** means the area that is shown marked A on Deposited Plan 564257.

**Grantee** means the registered owner of the benefited land and includes the agents, officers, workmen and contractors and other invitees of the Grantee, which includes the general public.

**Grantor:**

- (a) means the registered owner of the burdened land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

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

#### **2. RIGHT OF WAY**

2.1 A right of way 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 go over and along the Driveway.

2.2 The right to go over and along the Easement Area includes the right to go over and along the Driveway with or without any kind of:

- (a) vehicle, machinery, or implement; or
- (b) domestic animal.

2.3 A right of way includes:

- (a) the right to establish a Driveway, or to repair and maintain an existing Driveway, on the Easement Area, and (if necessary, for any of those purposes) to alter the state of the Easement Area;
- (b) the right to have the Driveway kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the Easement Area; and
- (c) the right to place reasonable signs, including approved Grantee way finding signs, at each end of the Driveway in positions that are clearly visible and elsewhere at suitable places on the Driveway in order to identify the path or Driveway and to notify the public of the restrictions on use of the Driveway.

### **3. GENERAL RIGHTS**

- 3.1 The easements referred to in this instrument include:
- (a) the right to use any Driveway already situated on the Easement Area;
  - (b) if no suitable Driveway exists, the right to lay, install, and construct a Driveway as reasonably required by the Grantee (including the right to excavate land for the purpose of that construction); and
  - (c) enter on the burdened land by any reasonable route and with all necessary tools, vehicles, equipment and materials to lay, install, construct or maintain the Driveway and to inspect it.
- 3.2 The Grantor must not do and must not allow to be done on the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Driveway.
- 3.3 The Grantor releases the Grantee from all liability of any nature for any claims, loss, costs and damages of any nature whatsoever, arising from the exercise or non-exercise by the Grantee of its rights and obligations under the easements created by this instrument.

### **4. REPAIR, MAINTENANCE, AND COSTS**

- 4.1 Where the Grantor and the Grantee share the use of the Driveway the Grantor and Grantee will be responsible for the cost of the repair, maintenance and replacement of the Driveway in proportion to each parties use of the Driveway when required, and will keep the Driveway in good, tidy, clean and safe order and condition at all times to the standard the Grantee reasonably requires, so that it provides a suitable clean and safe accessway.
- 4.2 The Grantee will be entitled to, without being obliged to do so, by written notice to the Grantor, assume responsibility for the Grantor's obligations under clause 4.1. The Grantee may do this on a permanent or temporary basis and on one or more occasions. The Grantee will be entitled to send an invoice to the Grantor for any work carried out pursuant to this clause. The Grantor will immediately on receipt of the invoice pay the Grantee's costs of carrying out the Grantor's obligations under clause 4.1.
- 4.3 The parties responsible for maintenance under subclause 4.1, or 4.4 (as the case may be) must meet any associated requirements of the relevant local authority.
- 4.4 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the grantor or the grantee must be promptly carried out by that grantor or grantee at their sole cost.
- 4.5 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the grantor or grantee,—
- (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
  - (b) the balance of those costs is payable in accordance with subclause 4.1.

### **5. RIGHTS OF ENTRY**

- 5.1 For the purpose of performing any duty or in the exercise of any rights conferred under this instrument, the Grantee may:

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

**5.2 The Grantee must:**

- (a) ensure that as little damage or disturbance as possible is caused to the burdened land or to the Grantor;
- (b) ensure that all work carried out in accordance with this clause 5 is performed in a proper manner and is completed promptly;
- (c) immediately make good any damage done to the burdened land by restoring the surface of the land as nearly as possible to its former condition; and
- (d) compensate the Grantor for all damage caused by the work carried out in accordance with this clause 5 to any buildings, erections, fences or anything else on the burdened land.

**6. DEFAULT**

**6.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this 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 burdened 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.

**7. DISPUTES**

**7.1 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.



**8. REGULATORY**

- 8.1 This 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 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 instrument. The Grantee will not be liable to the Grantor if, in its regulatory capacity, it declines or imposes conditions on, any consent or permission that the Grantor or anyone else seeks for any purpose associated with this instrument.

**9. MISCELLANEOUS**

- 9.1 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 burdened land.
- 9.2 The Grantor must not surrender, merge, modify, or extinguish the easements created by this instrument without the prior consent of the Grantee.
- 9.3 The Grantor will pay the Grantee's reasonable 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.