

# View Instrument Details



**Instrument No** 12526669.3  
**Status** Registered  
**Date & Time Lodged** 21 October 2022 15:34  
**Lodged By** Thompson, Emma Jane  
**Instrument Type** Easement Instrument



| Affected Records of Title | Land District  |
|---------------------------|----------------|
| 1004664                   | North Auckland |
| 1004665                   | North Auckland |
| 1004666                   | North Auckland |
| 1004667                   | North Auckland |
| 1004668                   | North Auckland |
| 1004669                   | North Auckland |
| 1004670                   | North Auckland |
| 1004671                   | North Auckland |
| 1004672                   | North Auckland |
| 1004673                   | North Auckland |

**Annexure Schedule** Contains 16 Pages.

## Grantor Certifications

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

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

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

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

## Signature

Signed by Dennis John McBrearty as Grantor Representative on 21/10/2022 02:41 PM

## Grantee Certifications

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

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 Dennis John McBrearty as Grantee Representative on 21/10/2022 02:42 PM

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

**EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE**  
*Section 109 Land Transfer Act 2017*

Grantor

STALLWORTHY DEVELOPMENTS LIMITED

Grantee

STALLWORTHY DEVELOPMENTS LIMITED

**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 <i>profit</i> | Shown (plan reference)    | Burdened Land (Record of Title)        | Benefited Land (Record of Title) or in gross    |
|-----------------------------------------------------------|---------------------------|----------------------------------------|-------------------------------------------------|
| Right to drain water                                      | Marked DA on DP 563648    | Lot 1 DP 563648 (RoT 1004664)          | Lot 2 DP 563648 (RoT 1004665)                   |
|                                                           | Marked F on DP 563648     | Lot 7 DP 563648 (RoT 1004670)          | Lots 1-6 & 8-11 DP 563648 (RoT 1004664-1004673) |
|                                                           | Marked G on DP 563648     | Lot 8 DP 563648 (RoT 1004671)          | Lots 1-7 & 9-11 DP 563648 (RoT 1004664-1004673) |
|                                                           | Marked E & H on DP 563648 | Lot 11 DP 563648 (RoT 1004666-1004673) | Lots 3 - 10 DP 563648 (RoT 1004666-1004673)     |
|                                                           | Marked H on DP 563648     | Lot 11 DP 563648 (RoT 1004666-1004673) | Lots 1 & 2 DP 563648 (RoT 1004664, 1004665)     |

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)***Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

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

The implied rights and powers are hereby ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017]~~

~~[the provisions set out in Annexure Schedule B ]~~

Insert instrument type

Easement instrument

Continue in additional Annexure Schedule, if required

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div><p><b>SCHEDULE B</b></p><p>All the rights and powers implied in Easements are those set out in the Fifth Schedule of the Land Transfer Regulations 2018 but modified as set out below. Where the modifications and the Fifth Schedule are in conflict, the modifications must prevail.</p><p><b>Easement granting the right to drain water over easement areas 'E' on Deposited Plan 563648</b></p><p>1. The Grantor obtained the consent of the local territorial authority to complete a subdivision of the Grantor's land described as Lot 2 Deposited Plan 152421 being all the land contained in Record of Title NA91A/268 ("the Development"). As a condition of the resource consent, the stormwater for the Development must be managed by an onsite owner-maintained stormwater attenuation system that is established within area 'E' on DP 563648 on the Burdened Land for the Benefited Land. RS Eng Limited have produced an Operation and Maintenance Manual (File 17560) dated 8 September 2022, a copy of which is attached hereto.</p><p>2. Regulation 4 of the Fifth Schedule of the Land Transfer Regulations 2018 is amended by adding new regulation 4 (4) to 4 (9) as follows:</p><p><i>"4 (4) The Grantees and their successors in title shall share equally in the repair and maintenance of the onsite owner-maintained stormwater attenuation system shown as area E on Deposited Plan 563648 in accordance with the attached Operation and Maintenance Manual, and associated costs, so as to keep the stormwater attenuation system in good working order and to prevent it from becoming a danger or nuisance. Repair and maintenance of the stormwater attenuation system includes routine monitoring and inspections by a suitably qualified person to ensure the system is free of all silt, sediment, rubbish and debris that may impede the clear flow of water.</i></p><p><i>"4 (5) The Grantor named herein shall at its cost, construct and install on the Easement Area such pipes, conduits, cesspit, manholes, drainage aggregate and other equipment as may be required to drain water in accordance with Operation and Maintenance Manual (File 17560) dated 8 September 2022 as attached.</i></p><p><i>"4 (6) The Grantor named herein shall arrange the maintenance, upkeep and repair of the easement facility as required for the first year (the "Initial Period") following registration of this easement instrument. After the expiry of the Initial Period, the obligation for maintenance, upkeep and repair shall transfer to the Grantees pursuant to clause 4 (5) hereof.</i></p></div> |
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Annexure Schedule

Page      of      Pages

Insert instrument type

Easement instrument

Continue in additional Annexure Schedule, if required

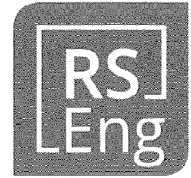
SCHEDULE B

4 (7) During the Initial Period, the Grantor shall determine the amount to be raised to cover the maintenance of the easement facility and the Grantor shall have the right to impose levies on the Grantees to maintain the easement facility including the cost of any electricity used and professional fees incurred for the easement facility. The levy shall be paid in one lump sum each year within 14 days of receipt of the Grantor's written demand for payment. Any payments in default will accrue penalty interest charged at a rate of 12% per annum from the date when payments was due until the date payment is made. The Grantor shall give notice in writing to the Grantees of the amount of the levy due [arrears or in advance] and the due date for payment including bank account details.

4 (8) After the expiry of the Initial Period, the Grantees shall have the right to appoint by simple majority (for this purpose each Grantee shall have a single vote) a suitably qualified and experienced person or entity to inspect, maintain and effect repairs to the easement facility and to levy the Grantees in place of the Grantor.

4 (9) In default of the Grantees determining otherwise, they shall act as an unincorporated society for these purposes. Nothing in this clause shall prohibit the Grantees form establishing a corporate body to carry out the obligations of the Grantees in respect of the easement facility and to otherwise ensure compliance with the terms set out herein. If the Grantees establish a corporate body, the Grantees hereby agree that such corporate body has the power to ensure compliance with and to enforce these terms. Decisions shall be made reasonably and shall be complied with by all Grantees."

3. The Grantor and Grantees acknowledge and agree that during the Initial Period, Regulations 11 and 12 of the Fifth Schedule of the Land Transfer Regulations 2018 are modified accordingly by the terms set out herein.



File: 17560

8 September 2022

Issue: 1

## **OPERATION AND MAINTENANCE MANUAL**

### **ATTENUATION PIT**

**237, 239 Marsden Point Road**

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#### **1.0 Introduction**

RS Eng has been engaged by Bruce Stallworthy to provide an operation and maintenance manual for the stormwater attenuation system.

A previous subdivision report and accessway attenuation design for this property has been completed by RS Eng. A proposed accessway is to be constructed to service the 10 residential lots being created. Stormwater attenuation has been provided for the accessway in the form of an 18.0m Long by 4.4m wide by 1.1m deep attenuation storage pit.

#### **2.0 Operation and Maintenance**

Routine monitoring and inspections are required for preventative maintenance of the system and satisfactory operation performance. It is our understanding that the owner(s) of the system will be responsible for conducting/organising the inspections.

Stormwater from the accessway is collected via a cesspit, where sediment is likely to accumulate over time, expected to increase after periods of heavy rainfall. The sediment build up in the cesspit will require periodic removal to maintain proper operational performance, and prevent sediment transfer into the attenuation storage pit. Inspection of the attenuation storage pit outlet chamber is also required to be undertaken, ensuring that no blockages have occurred. Typical observations of the following points should be made during the inspection;

- Check sediment levels throughout the system.
- Remove sediment as necessary. This is best achieved using an air vacuum system.
- Check water level in pit, providing there has been no heavy rainfall for 24 hours, there should be no water.



It is recommended that annual inspections from a qualified contractor be carried out to ensure the system is maintained to perform suitably. Records tracking the condition history of the system should be completed.

Enclosed are a set of the design drawings for future reference.

### 3.0 Limitations

This report has been prepared solely for the benefit of our client and the Whangarei District Council. The purpose is to outline operation and maintenance requirements for the stormwater attenuation system for the proposed accessway. The reliance by other parties on the information or opinions contained therein shall, without our prior review and agreement in writing, do so at their own risk.

Prepared by:

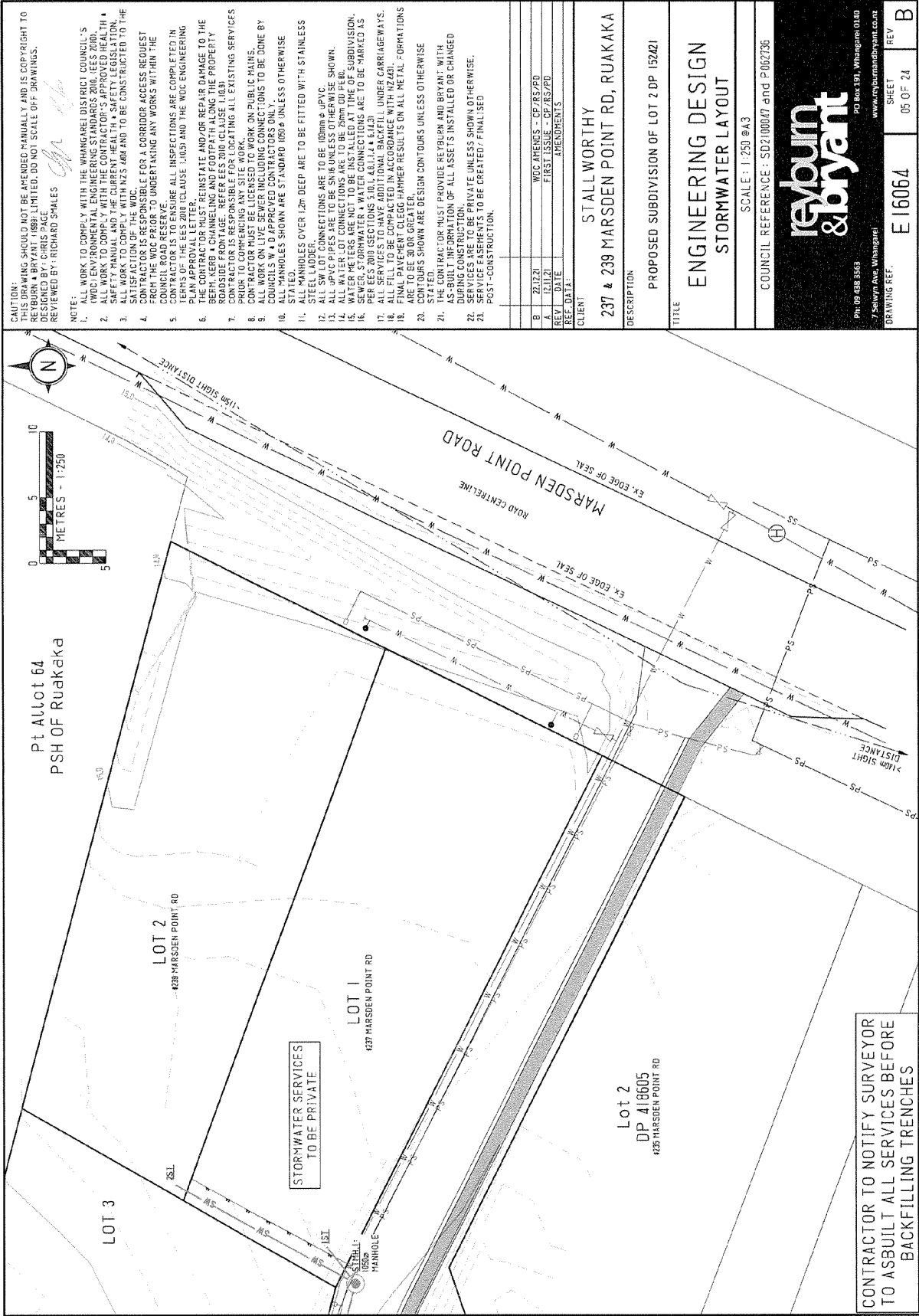
PP.   
Sarah Scott  
Engineering Technician

**RS Eng Ltd**

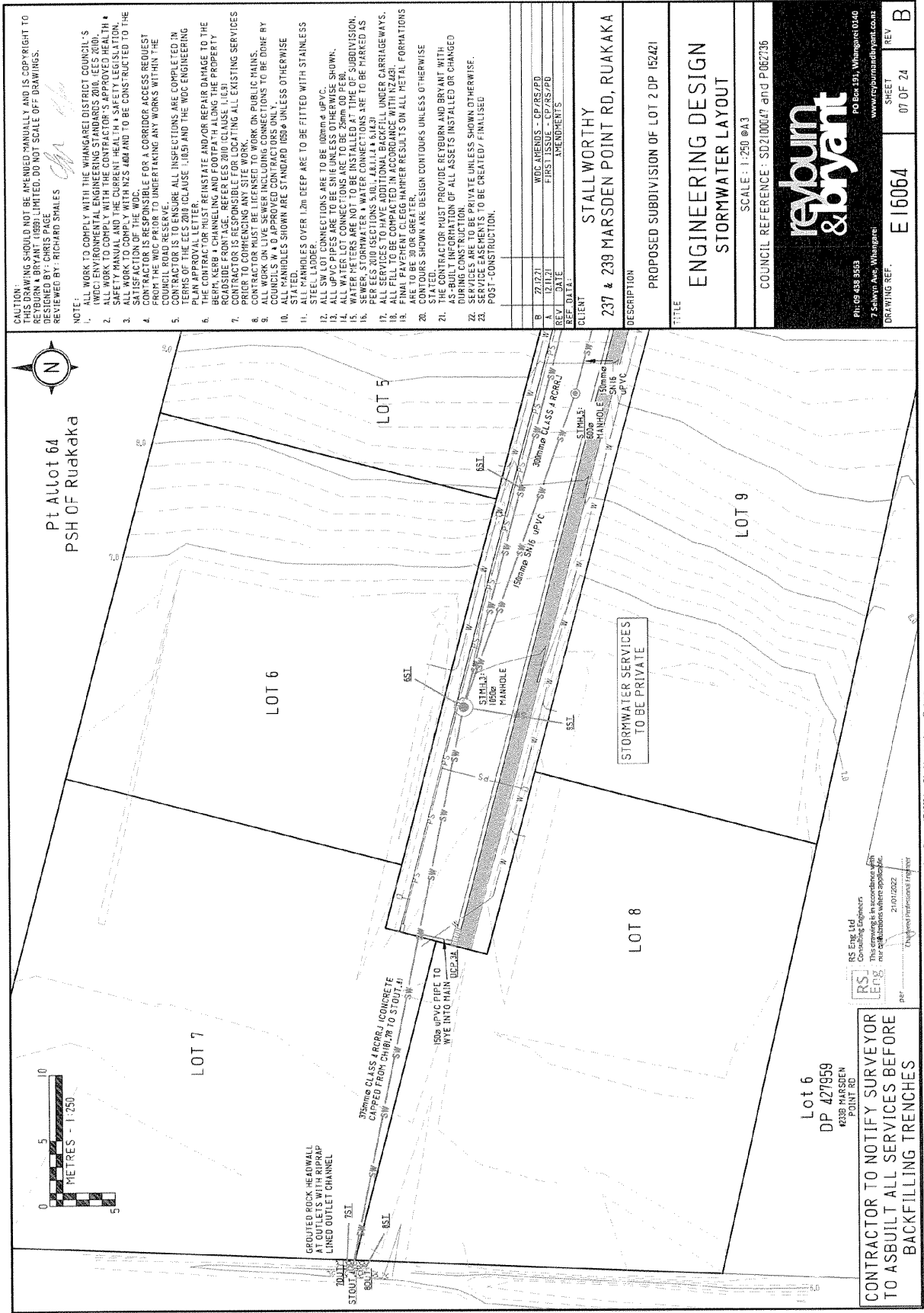
Reviewed by:

  
Matthew Jacobson  
Director  
NZDE(Civil), BE(Hons)(Civil), CPEng, CMEngNZ

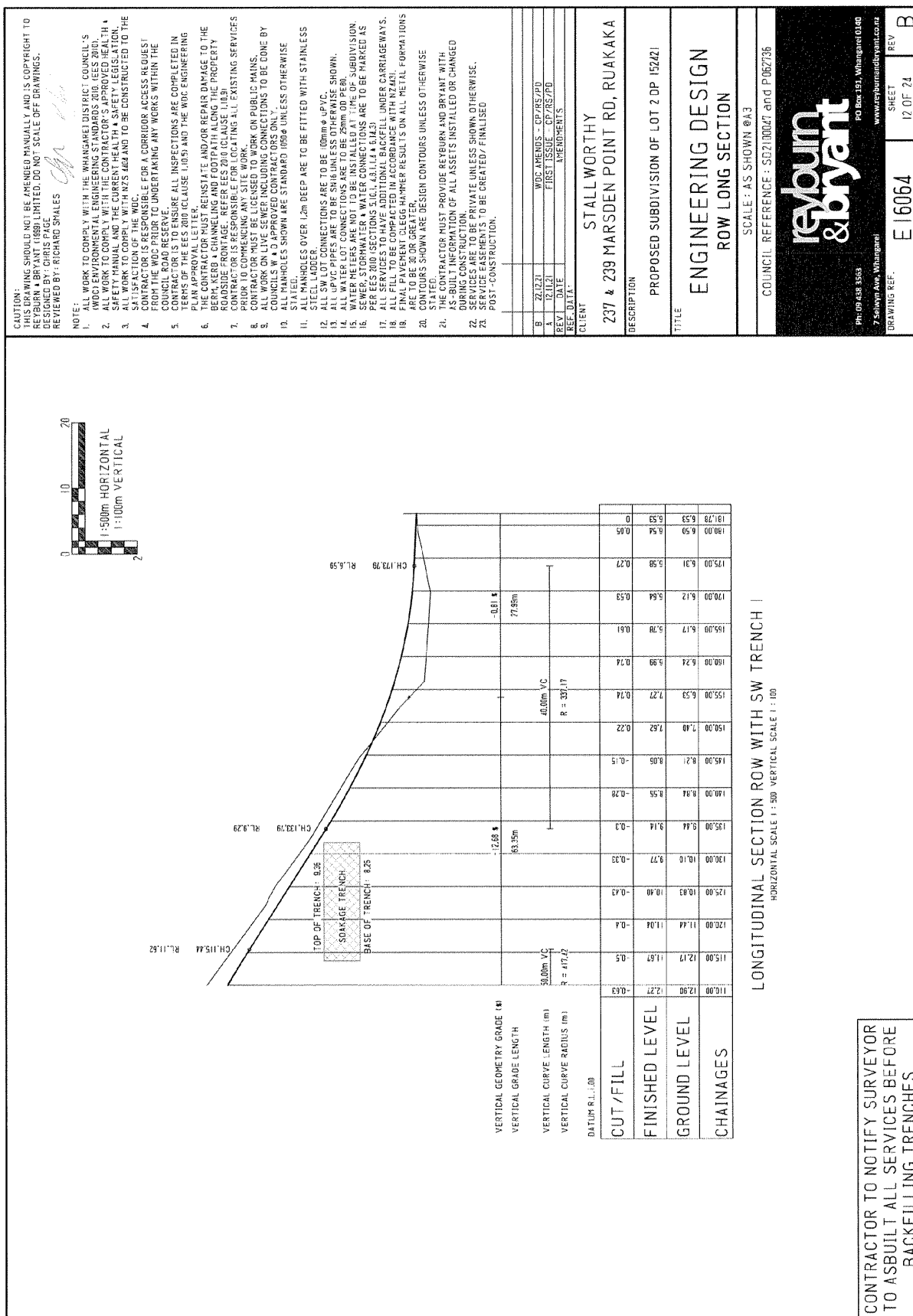


















NOTE:

- |   |        |                        |
|---|--------|------------------------|
| B | 21121  | WDC AMENDS - CP/RS/PQ  |
| A | 121121 | FIRST ISSUE - CP/RS/PQ |
|   |        | AMENDMENTS             |
|   |        | SEE DATE               |

| DESCRIPTION |
|-------------|
|-------------|

PROPOSED SUBDIVISION OF LOT 2 DP 152421

TITLE  
ENGINEERING DESIGN  
STORMWATER TYPICALS

NOT TO SCALE

COUNCIL REFERENCE: SD2100047 and P052736

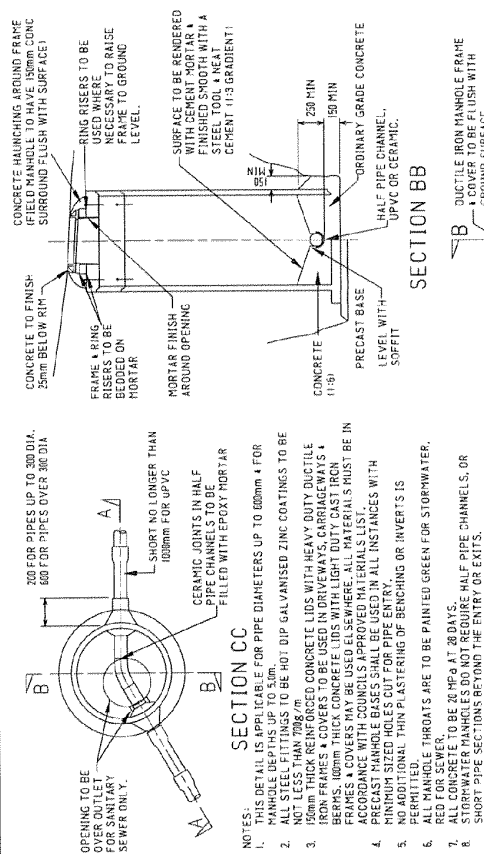
**reyburn  
&bryant**

Ph: 09 438 3563  
7 Seiwon Ave. Whangarei  
PO Box 191, Whangarei 0140  
[www.reyburnandryant.co.nz](http://www.reyburnandryant.co.nz)

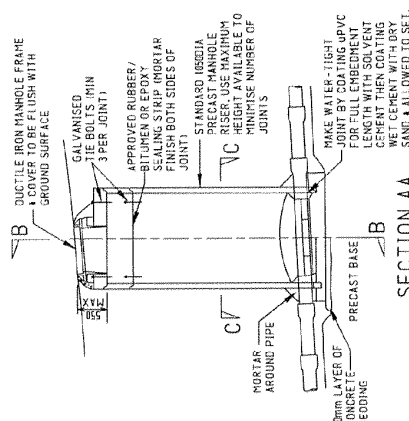
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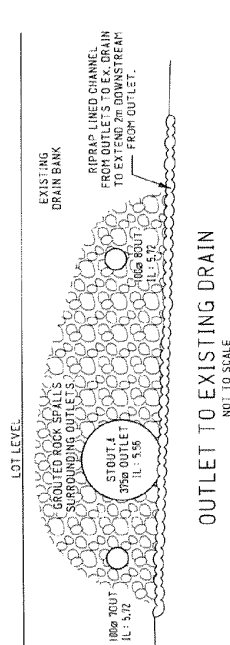
SECTION BB



# CECT

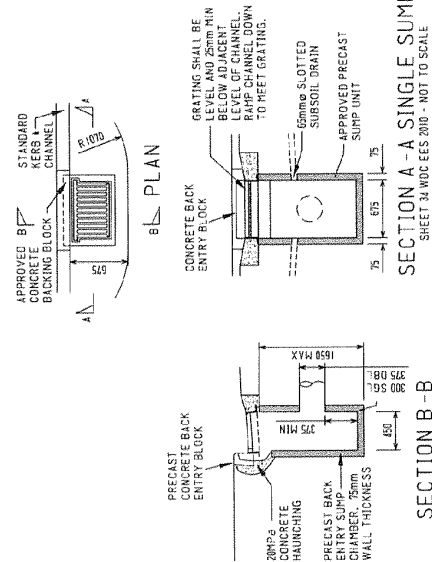
STANDARD PRECAST MANHOLE

SHEET 37 WOC EES 2010 - NOT TO SCALE



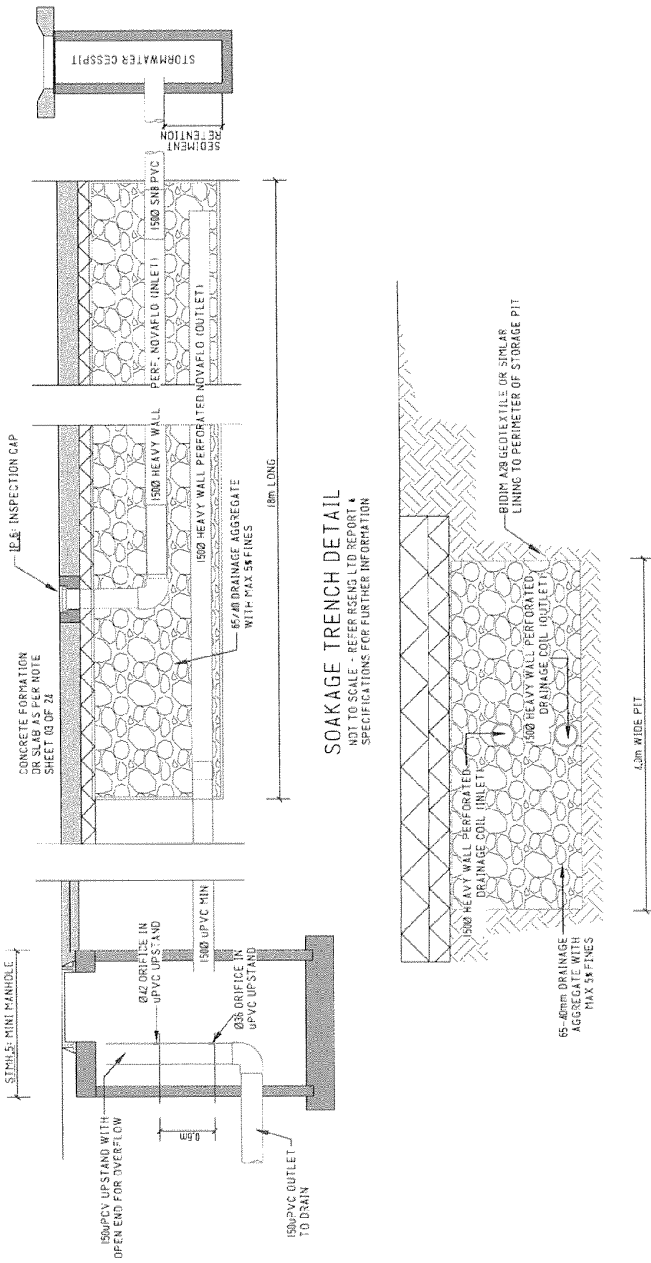
OUTLET TO EXISTING DRAIN

NOT TO SCALE



SECTION B-B

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per ..... 21/10/2022