CO 9676358.1 Court Ord
Cpy - 01/03, Pgs - 007, 19/03/14, 16:15
DocID: 213663159

IN THE DISTRICT COURT
NELSON OFFICE

CIV 2014-042-87

Under:	sections 321 to 325 of the Property Law Act 2007
In the matter of:	an application for relief for a wrongly placed garage on neighbouring land
Between	**STANLEY ROBERT TIPPET and FRANCES EDNA TIPPET**, registered proprietors of land known as 4 Franklyn Close, Wakefield. Plaintiffs
And	**TREVOR ARTHUR COTTON, LORRAINE ANNE COTTON and GLASGOW HARLEY TRUSTEE LIMITED**, registered proprietors of land known as 6 Franklyn Close, Wakefield. Defendants

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ORDER OF THE DISTRICT COURT
MARCH 2014

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To Trevor Arthur Cotton, Lorraine Anne Cotton and Glasgow Harley Trustee Limited (the defendants)

1. The originating application made by Stanley Robert Tippet and Frances Edna Tippet on 18 March 2014 was determined by His Honour Judge Zohrab on 18 March 2014.

2. The following orders are made with the consent of the parties.

    a. granting an easement over Lot 21 DP 16715 (CT NL10D/1243) ("the servient land") for the benefit of Lot 22 DP 16715 (CT NL10D/1244) ("the dominant land") as follows:

        i. The right to use and maintain the garage building on the dominant land which is partially wrongly situated on the servient land in the area marked A shown on the attached plan (which includes any area of wrongly situated walls, eves, gutters and fascias as the case may be).

        ii. The right of the registered proprietors of the dominant land, and their agents, to enter onto the servient land to inspect, repair, renew and decorate the garage building on the dominant land which is partially wrongly situated on the servient land, causing as little damage and disturbance to the servient land as possible and making good any damage caused in the exercise of the rights.

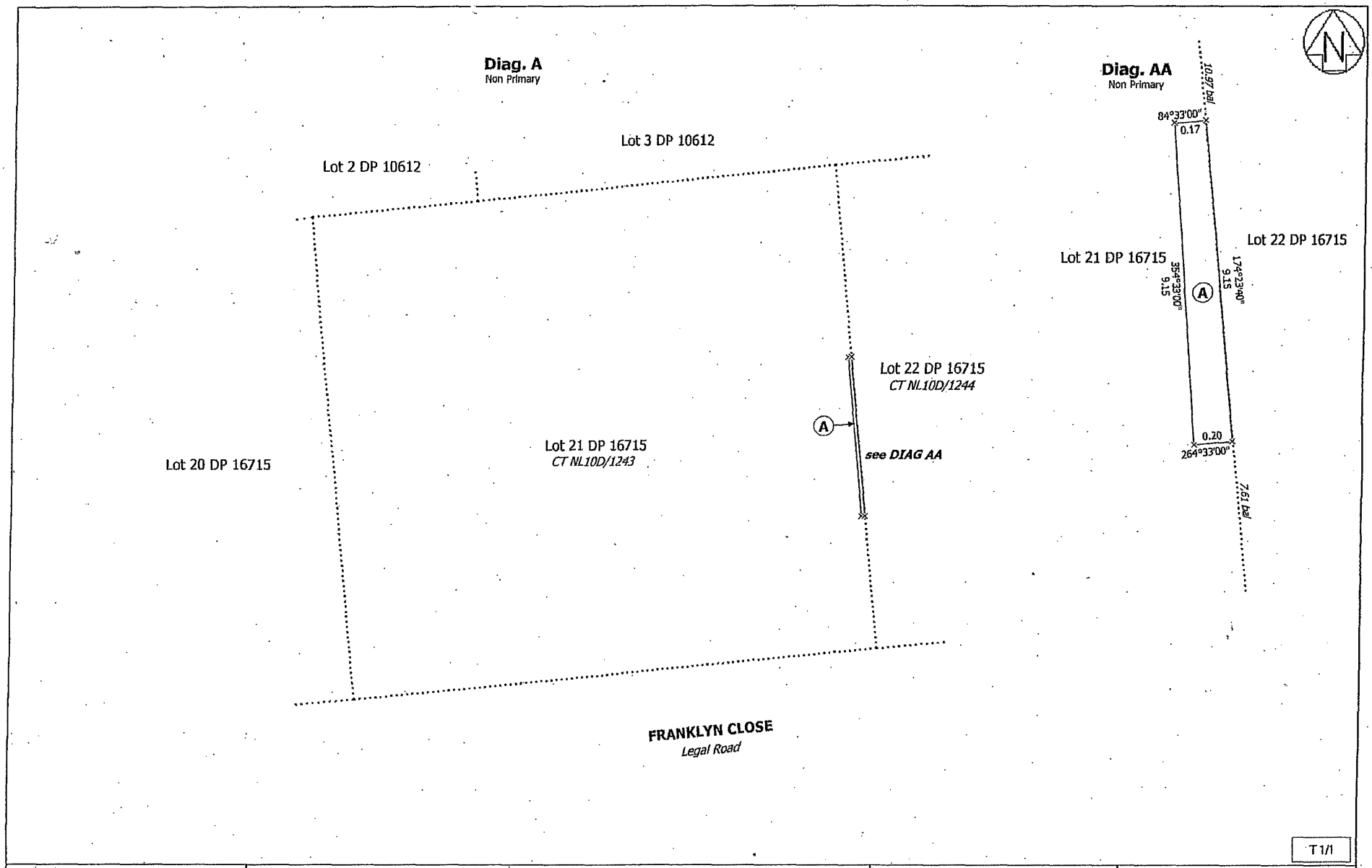
        iii. These rights cease when the registered proprietors of the dominant land demolish or remove the garage building that is partially wrongly situated on the servient land in the area marked A shown on the attached plan.

    b. That pursuant to section 325(6) of the Property Law Act 2007, this order granting an easement be registered as an instrument under the Land Transfer Act 1952.

Date: 18.3.14

Deputy Registrar

DISTRICT COURT ★ NELSON NEW ZEALAND ★



Land District: Nelson Dataset Type: Parcels without Survey Information Digitally Generated Plan Generated on: 14/03/2014 2:01pm Page 3 of 3	Easement Over Lot 21 DP 16715	Surveyor: Anthony Michael Verrall Firm: Verrall & Partners Ltd (Nelson)	Title Plan LT 474012 DRAFT

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Trevor Arthur COTTON, Lorraine Anne COTTON and Glasgow Harley Trustee Limited

Grantee

Stanley Robert TIPPET and Frances Edna TIPPET

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A *Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; *profit* or covenant	Shown (plan reference) DP 474012	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Encroachment	A	Lot 21 DP 16715 (CT NL10D/1243)	Lot 22 DP 16715 (CT NL10D/1244)

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 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are herby added to by: the provisions set out in Annexure Schedule 1

Covenant provisions

The provisions applying to the specified covenants are those set out in: Annexure Schedule 1.

Form L

Annexure Schedule 1 Page 1 of Pages 1

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Encroachment Easement

The Grantor transfers and grants to the Grantee to be appurtenant to the dominant land at the date hereof:

(a) The right to use and maintain the garage building on the dominant land which is partially wrongly situated on the servient land in the area marked A shown on the attached plan (which includes any area of wrongly situated walls, eaves, gutters and fascias as the case may be);
(b) The right of the registered proprietors of the dominant land, and their agents, to enter onto the servient land to inspect, repair, renew and decorate the garage building on the dominant land, causing as little damage and disturbance to the servient land as possible and making good any damage caused in the exercise of the rights;
(c) These rights cease when the registered proprietors of the dominant land demolish or remove the garage building that is partially wrongly situated on the servient land in the area marked A shown on the attached plan.

The Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorized persons in relation to any easement or covenant.

If any dispute or difference arises in any way out of or in connection with this easement instrument, the parties agree to discuss the matter fully in the spirit of goodwill and cooperation with a view to reach a resolution, for the purposes of which either party may require the other to enter mediation in the matter adopted by LEADR or any equivalent facility for alternative dispute resolution available in New Zealand. If the parties cannot resolve any such dispute or difference, and any such dispute cannot be resolved through mediation, either party may require the matter to be referred to the arbitration of a single arbitrator on the following terms:

(a) The arbitrator is to be jointly agreed upon by the parties;
(b) If the parties fail to agree upon an arbitrator within 7 days of notice from one party to the other, the other party may require the president or other chief presiding officer of the Law Society to nominate an arbitrator and that nomination will bind the parties.
(c) The reference is a reference to arbitration under the Arbitration Act 1996 (or another similar procedure under any amendment or replacement of that Act);
(d) The arbitrator's decision is final and binding and may include:
    (i) An order for costs;
    (ii) An order for enforcement;
    (iii) Interest on monies payable.

MANUAL DEALING LODGEMENT FORM

C+r

Landonline User ID: lphilipson001

LODGING FIRM: **BAMFORD LAW**

Private Individual:

Address: PO Box 730, Nelson 7040
321 Hardy Street, Nelson 7011

ASSOCIATED FIRM:

Client Code / Ref: Tippet14-95

Dealing/SUD Number: (LINZ use only)

Priority Barcode/Date Stamp (LINZ use only) NL

Plan NumberPre-Allocated or to be Deposited:

Rejected Dealing Number:

19/03/2014 16:07:30
CO 9676358.1 Court Ord
Cpy – 02/03,Pgs – 007,19/03/14,16:15
Copies (inc. original)
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Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEES $ GST INCLUSIVE
1	NL10D/1243 & NL10D/1244	EI Co	SR & FE Tippet TA & LA Cotton & Glasgow Harley Trustee	$176.00			1 20.00	196.00
2				$0.00				
3				$0.00				
4				$0.00				
5				$0.00				

SP

RECEIVED
19 MAR 2014
LAND INFORMATION
NEW ZEALAND
CHRISTCHURCH

Land Information New Zealand Manual Dealing Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Annotations (LINZ use only).

Priority Lodgement
Original signature and District Court seal present.
Request for Urgency lette.

Original Signatures?

Subtotal	$196.00
Total for this dealing	$196.00
Less fees paid on Dealing #	
Debit my Landonline account for (Only available for Landonline customers)	**$196.00**
or Cash / Cheque enclosed for (Only pay in cash if depositing in drop box at a LINZ processing centre)	
or Eft-pos payment due for (Eft-pos only available if lodging the dealing in person at a LINZ processing centre)	

SP

* Making a priority lodgement ensures the lodgement is entered into the LINZ work queue at the time and date it was handed over at the counter. Priority does not provide urgency in processing the dealing. For further details please reference the manual dealing user guide.