



24 July 2025

Phil Graney

s7(2)(a)

Tēnā koe Phil,

**Request for Information – Local Government Official Information and Meetings Act (LGOIMA) 1987**

We refer to your official information request dated 29 June 2025, asking for information about parking rules or any related easements pertaining to Residents' or visitors' rights (if any), to park on the roadside at 8 Fawcet Place, Belmont. Specifically, you requested:

s7(2)(a) the property at 8 Fawcet Place, Belmont. This is a private road and I would like any information please on the parking rules or any related easements pertaining to residents/visitors rights (if any) to park on the roadside.

**Answer:**

As Fawcet Place is a private road, Hutt City Council does not maintain it and does not have authority to enforce parking restrictions within it. While changes may be possible in the public space, such as at the entrance to the driveway, the concerns you have raised relate to the accessway serving private properties, which is outside the scope of Council's responsibilities.

Fawcet Place is located on land legally described as Lot 48 on Deposited Plan 366426. This land is shared by the surrounding properties. All adjoining properties, specifically 3, 4, 6, 7, 9, 10, 11, 12, and 14 Fawcet Place, hold rights of way over this lot.

These rights are recorded on the relevant titles and easement instruments.

Council holds no information indicating that parking rights have been granted within the easement area. There are no references to parking rights or obligations in the resource consent conditions or consent notices for the development. Additionally, there is no separate covenant instrument registered that would typically outline further rights or restrictions, such as prohibitions on parking. Per the attached, the easement instrument outlines maintenance responsibilities only.

Please note that this response is provided under the LGOIMA and is limited to information held by the Council. It does not constitute legal advice or interpretation of the law.

For advice specific to your situation, we recommend contacting a qualified property lawyer. You can find a lawyer through the [New Zealand Law Society's directory](#), or seek initial guidance from [Community Law](#).

If you would like more detailed information about 8 Fawcett Place, Land Information New Zealand (LINZ) provides searchable Record of Title instrument data on its website. You can access this through the Land Record Search at: [Land Record Search](#).

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at: [How to make a complaint | Ombudsman New Zealand](#), or freephone 0800 802 602.

Please note that this response to your information request may be published on Hutt City Council's website: [Proactive releases | Hutt City Council](#)

Ngā mihi nui



Rebekah van der Splinter  
Senior Advisor, Official Information and Privacy

Approved by Registrar-General of Land under No. 2002/6055

**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 7071486.5 Easement**

Cpy - 01/01, Pgs - 004, 16/10/06, 11:26



DocID: 411764395

Grantor

Surname(s) must be underlined or in CAPITALS.

Geoffrey Raymond Fawcett and Winifred Fawcett

Grantee

Surname(s) must be underlined or in CAPITALS.

Geoffrey Raymond Fawcett and Winifred Fawcett

**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 17th day of August 2006

**Attestation**

 	<b>Signed in my presence by the Grantor</b> 
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>
	<b>Occupation</b> IAN G. McLAUCHLAN SOLICITOR <b>Address</b> LOWER HUTT
<b>Signature [common seal] of Grantor</b>	

 	<b>Signed in my presence by the Grantee</b> 
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>
	<b>Occupation</b> IAN G. McLAUCHLAN SOLICITOR <b>Address</b> LOWER HUTT
<b>Signature [common seal] of Grantee</b>	

**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.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

**Annexure Schedule 1**

Easement instrument

Dated

17th August 2006

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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)
See attached			

**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 Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~[varied]~~ ~~[negative]~~ ~~[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**

WZ GRT

**Annexure Schedule**

Insert type of instrument

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



Easement Instrument

Dated

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(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Water drainage	F	Lot 78	Lot 44
	X	Lot 51	Lot 50
	Y	Lot 52	Lot 53
	O	Lot 48	Lot 49
Water supply, water & sewage drainage	A	Lot 61	Lot 66
Right of way, electricity, telecommunications, water & gas supply, water drainage	B	Lot 49	Lot 46, 47, 48, 50 & 51
	C	Lot 44	Lot 78
	D	Lot 78	Lot 44
Right of way, electricity, telecommunications, water & gas supply, water & sewage drainage	A	Lot 61	Lot 56, 57, 58, 59, 60, 62, 63, 64 & 65

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 Instrument

Dated

17th Aug 2006

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(Continue in additional Annexure Schedule, if required.)

**Annexure Schedule 2**

Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Fourth Schedule prevail.

Notwithstanding the above in addition to or substitution for those implied rights and powers set out in the Fourth Schedule to the Land Transfer Regulations 2002 the implied rights and powers are modified as follows:

Any maintenance, repair, replacement of the right of way, electricity, telecommunications, water and gas supply, water and sewage drainage on the servient or dominant land that is necessary because of any act or omission by any owner of the dominant or servient land (which includes any agents, employees, contractors, sub contractors or invitees of the owner) must be carried out promptly by that owner and at that owner's sole replacement, the cost payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule).

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.

WJ ghf

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY