

View Instrument Details



Instrument No 10773775.14
Status Registered
Date & Time Lodged 01 December 2017 16:01
Lodged By Rowan, Douglas
Instrument Type Easement Instrument



Affected Computer Registers Land District

364022	Wellington
364023	Wellington
404826	Wellington
404827	Wellington
404828	Wellington
404829	Wellington
404830	Wellington
404831	Wellington
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404846	Wellington
404847	Wellington
404848	Wellington
404849	Wellington
404850	Wellington
477588	Wellington
477589	Wellington
477590	Wellington
477591	Wellington
477592	Wellington
477593	Wellington
494001	Wellington

Annexure Schedule: Contains 11 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 ☒

Grantor Certifications

- 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 ✓
- I certify that the Caveator under Caveat 7931539.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 6912597.3 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 7864513.4 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 8409911.2 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 8513877.4 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 8823284.4 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 8914953.7 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 8925169.2 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 9035505.1 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 9697186.1 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10511508.2 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10588986.3 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10723408.1 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10740203.3 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10712926.3 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10802486.3 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10859294.1 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10869562.2 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10859433.3 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10848998.3 has consented to this transaction and I hold that consent ✓

Signature

Signed by Roger Gerard Downey as Grantor Representative on 30/11/2017 02:01 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 David Saul Briscoe as Grantee Representative for Levin Estates Limited on 29/11/2017 05:33 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 Roger Gerard Downey as Grantee Representative for Bahjat Harach, Te Moana Enterprises Limited, Barry Michael John Vinten, Hayley Vinten, Wynand Gerhardus Louw, Ian Drinkwater, Gary Boyd Aitken, Julie Ann Aitken, Cameron Philip Segedin, Karen Janet Wakelin, Sarah Anne Mills, Carrol Ann Jordan, Terence Arthur Jordan, Alan John Still, Rachelle Elizabeth Bertelsen, Anita Margaret Spencer, Deborah Anne Deadman, Robert Gerald Spencer, Anita Margaret Spencer, Deborah Anne Deadman, Robert Gerald Spencer, Judith Anne Allen, Paul Thomas Ellison, Simco Trustees Limited, Carol Ann Nichols, David Rodney Nichols, Richard Norman Martin, Nancy Rewa Robert, Paul Crispianus Robert, Trustee Solutions (2014) Limited, Clive Franklin Newman, Barry Kevin Scott, Todd Whitehouse Trustees (2013) Limited, Dean Brian Howard, Karen Sandra Howard, Dean Brian Howard, Karen Sandra Howard, Shona Rose Griffiths, Stephen James Griffiths, Colin James Anyan, Sharon Anyan, Brian Patrick O'Neil, Kathleen Bridget O'Neil, Laszlo Hidvegi, Melissa Esther Hidvegi, Te Moana Enterprises Limited, James Arthur Bagnall, Pamela May Bagnall, Brent Kenneth Raikes, Maryanne Elizabeth Raikes, Adrian Donald Murdoch Glen, Barbara Glen, Brett Daniel Flanagan, Kaylene Edwina Flanagan, Philip Hilton Clark, Andrea Howey, Jennifer Clair Corkhill, Neil Robson Mark, Treadwells Trustees 16 Limited, Te Moana Enterprises Limited on 30/11/2017 02:02 PM

*** End of Report ***

Form B

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

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

Grantor

Refer Annexure Schedule C

Grantee

Refer Annexure Schedule D

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
required

Continue in additional Annexure Schedule, if

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenants		364022	364022
		364023	364023
		404826 – 404850 inclusive	404826 – 404850 inclusive
		477588 – 477592 inclusive	477588 – 477592 inclusive
			477593
			494001

Form B - continued

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

~~The implied rights and powers are hereby [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 _____]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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 B

Annexure Schedule B

Background

- A The Developer is developing Bishops Village.
- B The Grantors are registered as proprietors of the estates described in Annexure Schedule C.
- C The Grantees are registered as proprietors of the estates described in Annexure Schedule D.
- D It is desirable that, for the benefit of Bishops Village as a whole, a certain degree of supervision and control in relation to the nature and type of construction of dwellings and other improvements to be erected in Bishops Village is maintained, and that certain minimum standards apply.
- E In recognition of this, the Grantors and the Grantees agree that the following covenants will be registered on all titles to the Servient Tenements for the benefit of Dominant Tenements such that owners or occupiers for the time being of the Servient Tenements shall be bound by the provisions of this instrument, and owners or occupiers for the time being of the Dominant Tenements can enforce the observance of the provisions of this instrument.

1 Interpretation

- 1.1 In this instrument, unless the context otherwise requires:

"Balance Land" means Lots 103 and 506 DP 420364, Identifier 477593.

"Bishops Village" means the integrated rural, residential and commercial development undertaken by the Developer and its associated and/or subsidiary companies on the Land including but not limited to any recreational facilities, dwellings, commercial development, roading, open spaces, walkways and all other associated infrastructure.

"Bishops Vineyard" means the land adjacent to Bishops Village contained in Identifier 494001 being developed as a vineyard or for other horticultural or commercial purposes.

"Building" means any structure on the Land other than:

- A a fence or wall less than one metre in height above ground level;
- B any other structure less than five square metres in area and less than two metres in height above ground level.

"Council" means the Horowhenua District Council or its successor.

"Covenants" means the covenants set out in this instrument.

"Developer" means MC2 Group Limited carrying out the development of the Land as project manager and agent for the Bishops Farm Partnership and/or assignee and/or successor in title (whether in whole or in part) assuming the development of any parts of the Land. "Developer" shall not include Te Moana Enterprises Limited, in respect of any part of the Land, which it holds as a bare nominee for MC2 Group Limited.

"Land" comprises the Servient Tenements and the Dominant Tenements.

"Lots" means each of the lots contained within each of the identifiers referred to as a servient tenement in Annexure Schedule C.

1.2 For the avoidance of doubt:

- a Words importing the singular number include the plural and vice versa.
- b A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done.
- c This instrument binds and benefits the parties and their heirs, executors, successors and assigns in perpetuity and also any lessee or occupier of the Lots.

2 General Covenants

2.1 The Grantors covenant and agree:

- a to observe and perform all the Covenants at all times;
- b that the Covenants shall run with and bind the Lots or any one of them (including part of any Lot); and
- c that the provisions of clause 3 are intended to be for the benefit of and to be enforceable under the Contracts (Privity) Act 1982 by the Developer;
- d to pay the Grantees' legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument; and
- e to indemnify the Grantees against all claims and proceedings arising out of a breach by the Grantors (or any of them) of any of the Covenants.

3 Grantor's Assistance to Developer

3.1 The Grantors and each of them agree:

- a to not object to the Developer or its nominee, and MC2 Nominees Limited or its nominee ('MC2'), having access to their Lots for the purpose of proceeding with the development of the Land or any part of it;
- b to, and hereby grant, such easements in favour of the Developer and / or other Lot owners over or under their Lot as are required for the development of Land to proceed or as may be necessary or desirable in the opinion of the Developer for the development of Land or any part of it; and
- c that they will not oppose, or take part in any opposition to, the development of the Land or any part of it.

4 Covenants Relating to Buildings

4.1 Each Grantor, in respect of the Lot or Lots owned by that Grantor, covenants and agrees with the Grantees that that Lot shall be subject to the burden of the covenants set out below for the benefit of each of the Dominant tenements:

- a To erect on the Lot only one new dwelling house (being a building that is to be occupied as a residence and including any building of similar design that is accessory to and used wholly, or principally, for the purposes of a residence) of an aggregate floor area of no less than 160 m². No point of any building (except television aerials or chimneys no wider than 600mm) on any Lot will be higher than the lesser of 9 metres above the average original ground level around the perimeter of the building, or the relevant height restriction contained in the district plan applying to the Lot.
- b Each dwelling house shall be in accordance with plans and specifications submitted to MC2 for prior approval with the objective of retaining an overall high standard of dwellings erected on the Lots, with quality materials, textures and colours sympathetic to the environment. In view of this objective, MC2 shall have complete discretion in granting or declining approval. As a guideline for obtaining MC2's approval, it is expected that a minimum of 80% of the exterior cladding of the dwelling will consist of the following materials:
 - Kiln fired or concrete brick.
 - Stucco textured finish.
 - Pre-painted galvanised iron in its various profiles.
 - Stone.
 - Timber.
 - Texture coated Insulclad or flat sheeting.
 - Pre-finished metal and timber weatherboard (such as Lockwood).
 - Timber weatherboarding or vertical boarding.
 - Texture coated or plastered concrete blocks.
- c All materials which are not pre-finished and which require painting must be painted within three months of attachment to a building on the Lot. The provision does not apply to:
 - Wood shingles
 - Bricks
 - Splitstone
 - Vinyl Products
 - Natural Stone
- d No pre-built building, including dwellings, farming or accessory buildings shall be transported onto any of the Lots unless such pre-built building has first been approved by MC2. Any such building shall be new and constructed of materials which comply with the terms of this instrument.

- e Prior to the commencement of construction of any new buildings on a Lot, no temporary building or tent nor any caravan, bus or tram (nor any other vehicle providing a similar temporary residential function) shall be permitted to remain on any Lot for any period in excess of six (6) weeks within any six (6) month period, and no such vehicle shall be permitted at any time without a current warrant of fitness and registration.
- f Once construction has been completed no tent, caravan, truck, bus, temporary building trailer, boat, trail bike, machinery or unsightly object (not including any motor vehicle, small van or utility truck that is in good working order, repair and appearance) shall be parked or permitted to remain for any material period of time on any part of any Lot unless garaged or screened so as to preserve the amenities of the neighbourhood.
- g No wind break or boundary hedge shall exceed 4 metres in height.
- h Driveways or vehicle access ways shall be formed to a minimum applicable local Council metalled standard with road metal, and all driveways and access ways shall be kept in a neat and tidy condition.
- i No noisy, smelly, or unsightly activity shall be operated on any Lot, even if permitted by the relevant district plan or by any other regulation or bylaw. In particular, there shall not be permitted on any Lot the operation of any pig or poultry farm, commercial kennels, panelbeating business, wreckers yard, vehicle or machinery sales or storage yard, commercial mechanical repair garage or any other use or activity which MC2 considers to be incompatible with a rural lifestyle subdivision, excluding a vineyard or any other horticultural or farming use.

5 Transfer of Allotments

- 5.1 This Instrument binds the Grantors' heirs, executors, administrators, successors and assigns for the benefit of the Grantees and the Grantees' heirs, executors, administrators, successors and assigns.

6 Bishops Vineyard

- 6.1 The Grantors shall not do anything nor suffer anything to be done which would or may interrupt or interfere with the contractual rights of the owners and occupiers of Bishops Vineyard (or any other person) to take and convey water from the bore located on Lot 401 DP 401602, Identifier 404852.

7 Future Development

- 7.1 The Grantors acknowledge that the Developer may undertake further subdivision of the Balance Land in stages. The Developer is at liberty (in the Developer's sole discretion) to register covenants on the titles of the Balance Land and such covenants may or may not incorporate the same covenants as set out herein.

8 Covenants Not Enforceable Against Developer

- 8.1 The Covenants will not be enforceable by the Grantees in respect of any Lot which is owned by Te Moana Enterprises Limited and is not subject to an agreement for sale and purchase under which possession has been granted to the purchaser. However, the covenants in this instrument which confer, or purport to confer, a benefit on the

Developer and MC2 are enforceable by the Developer and MC2 pursuant to section 4 of the Contracts (Privity) Act 1982.

9 Fencing Covenant

- 9.1 Neither Te Moana Enterprises Limited nor the Developer (as the registered proprietor of any Dominant Tenement) shall be liable to pay for or contribute towards the expense or erection or maintenance of any fence between the Servient or Dominant Tenements, but this covenant shall not enure for the benefit of any subsequent purchaser of a Dominant Tenement or any of them.

10 Severability

- 10.1 If any of the provisions of this Instrument is judged invalid, unlawful or unenforceable for any reason whatsoever by a Court or competent jurisdiction, such invalidity, unenforcement or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument.

Annexure Schedule C**Grantors**

Owner	Identifier	Legal description
Bahjat Harach	364022	Lot 14 Deposited Plan 390673
Te Moana Enterprises Limited	364023	Lot 1 Deposited Plan 390673
Barry Michael John Vinten and Hayley Vinten	404826	Lot 2 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Wynand Gerhardus Louw	404827	Lot 3 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Ian Drinkwater	404828	Lot 4 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Gary Boyd Aitken and Julie Ann Aitken	404829	Lot 5 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Cameron Philip Segedin	404830	Lot 6 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Karen Janet Wakelin, Sarah Anne Mills	404831	Lot 7 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Carrol Ann Jordan, Terence Arthur Jordan	404832	Lot 8 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Alan John Still, Rachelle Elizabeth Bertelsen	404833	Lot 9 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Anita Margaret Spencer, Deborah Anne Deadman, Robert Gerald Spencer	404834	Lot 10 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Anita Margaret Spencer, Deborah Anne Deadman, Robert Gerald Spencer	404835	Lot 11 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Judith Anne Allen, Paul Thomas Ellison, Simco Trustees Limited	404836	Lot 12 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Carol Ann Nichols, David Rodney Nichols, Richard Norman Martin	404837	Lot 13 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Nancy Rewa Robert, Paul Crispianus Percy Robert, Trustee Solutions (2014) Limited	404838	Lot 15 Deposited Plan 401602
Clive Franklin Newman	404839	Lot 16 Deposited Plan 401602
Barry Kevin Scott	404840	Lot 17 Deposited Plan 401602
Todd Whitehouse Trustees (2013) Limited	404841	Lot 18 Deposited Plan 401602
Dean Brian Howard, Karen Sandra Howard	404842	Lot 19 Deposited Plan 401602
Dean Brian Howard, Karen Sandra Howard	404843	Lot 20 Deposited Plan 401602
Shona Rose Griffiths, Stephen James Griffiths	404844	Lot 21 Deposited Plan 401602
Colin James Anyan, Sharon Anyan	404845	Lot 23 Deposited Plan 401602

Brian Patrick O'Neil, Kathleen Bridget O'Neil	404846	Lot 24 Deposited Plan 401602
Laszlo Hidvegi, Melissa Esther Hidvegi	404847	Lot 25 Deposited Plan 401602
Te Moana Enterprises Limited	404848	Lot 26 Deposited Plan 401602
James Arthur Bagnall, Pamela May Bagnall	404849	Lot 27 Deposited Plan 401602
Brent Kenneth Raikes, Maryanne Elizabeth Raikes	404850	Lot 28 Deposited Plan 401602
Adrian Donald Murdoch Glen, Barbara Glen	477588	Lot 33 Deposited Plan 420364
Brett Daniel Flanagan, Kaylene Edwina Flanagan	477589	Lot 34 Deposited Plan 420364
Philip Hilton Clark	477590	Lot 35 Deposited Plan 420364
Andrea Howey, Jennifer Clair Corkhill	477591	Lot 36 Deposited Plan 420364
Neil Robson Mark, Treadwells Trustees 16 Limited	477592	Lot 37 Deposited Plan 420364

Annexure Schedule D**Grantees**

Owner	Identifier	Legal description
Bahjat Harach	364022	Lot 14 Deposited Plan 390673
Te Moana Enterprises Limited	364023	Lot 1 Deposited Plan 390673
Barry Michael John Vinten and Hayley Vinten	404826	Lot 2 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Wynand Gerhardus Louw	404827	Lot 3 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Ian Drinkwater	404828	Lot 4 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Gary Boyd Aitken and Julie Ann Aitken	404829	Lot 5 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Cameron Philip Segedin	404830	Lot 6 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Karen Janet Wakelin, Sarah Anne Mills	404831	Lot 7 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Carrol Ann Jordan, Terence Arthur Jordan	404832	Lot 8 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Alan John Still, Rachelle Elizabeth Bertelsen	404833	Lot 9 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Anita Margaret Spencer, Deborah Anne Deadman, Robert Gerald Spencer	404834	Lot 10 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Anita Margaret Spencer, Deborah Anne Deadman, Robert Gerald Spencer	404835	Lot 11 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Judith Anne Allen, Paul Thomas Ellison, Simeo Trustees Limited	404836	Lot 12 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Carol Ann Nichols, David Rodney Nichols, Richard Norman Martin	404837	Lot 13 Deposited Plan 401602, Lot 400 Deposited Plan 401602
Nancy Rewa Robert, Paul Crispianus Percy Robert, Trustee Solutions (2014) Limited	404838	Lot 15 Deposited Plan 401602
Clive Franklin Newman	404839	Lot 16 Deposited Plan 401602
Barry Kevin Scott	404840	Lot 17 Deposited Plan 401602
Todd Whitehouse Trustees (2013) Limited	404841	Lot 18 Deposited Plan 401602
Dean Brian Howard, Karen Sandra Howard	404842	Lot 19 Deposited Plan 401602
Dean Brian Howard, Karen Sandra Howard	404843	Lot 20 Deposited Plan 401602
Shona Rose Griffiths, Stephen James Griffiths	404844	Lot 21 Deposited Plan 401602
Colin James Anyan, Sharon Anyan	404845	Lot 23 Deposited Plan 401602

Brian Patrick O'Neil, Kathleen Bridget O'Neil	404846	Lot 24 Deposited Plan 401602
Laszlo Hidvegi, Melissa Esther Hidvegi	404847	Lot 25 Deposited Plan 401602
Te Moana Enterprises Limited	404848	Lot 26 Deposited Plan 401602
James Arthur Bagnall, Pamela May Bagnall	404849	Lot 27 Deposited Plan 401602
Brent Kenneth Raikes, Maryanne Elizabeth Raikes	404850	Lot 28 Deposited Plan 401602
Adrian Donald Murdoch Glen, Barbara Glen	477588	Lot 33 Deposited Plan 420364
Brett Daniel Flanagan, Kaylene Edwina Flanagan	477589	Lot 34 Deposited Plan 420364
Philip Hilton Clark	477590	Lot 35 Deposited Plan 420364
Andrea Howey, Jennifer Clair Corkhill	477591	Lot 36 Deposited Plan 420364
Neil Robson Mark, Treadwells Trustees 16 Limited	477592	Lot 37 Deposited Plan 420364
Te Moana Enterprises Limited	477593	Lot 103, 506 Deposited Plan 420364
Levin Estates Limited	494001	Lot 300, 305-307 Deposited Plan 408115 and Lot 304 Deposited Plan 420364