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don't b read
carefully

Form B

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

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

Grantor

SGN DEVELOPMENTS LIMITED

Grantee

SGN DEVELOPMENTS LIMITED

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 reference) (plan	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 DP 460298 (CTs 630126, 630127, 603128, 603129, 603130, 603131, 603132, 603133, 603134, 603135, 603136, 603137, 603138, 603139, 603140, 603141, 603142, 603143, 603144, 603145, 603146, 603147, 603148, 603149, 603150)	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 DP 460298 (CTs 630126, 630127, 630127, 603128, 603129, 603130, 603131, 603132, 603133, 603134, 603135, 603136, 603137, 603138, 603139, 603140, 603141, 603142, 603143, 603144, 603145, 603146, 603147, 603148, 603149, 603150)

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 1~~

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 1]~~

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Continuation of "Covenant Provisions"

1. Background

- A. The Grantor wishes to establish restrictive covenants over each of the Servient Tenements set out in Schedule A for the benefit of all the Dominant Tenements that are in Schedule A.
- B. Section 56 of the Property Law Act 2007 provides that a Grantor may convey to itself.
- C. Section 278 of the Property Law Act 2007 provides that a covenant for the purpose of or incidental to any conveyance of property made by Grantor with itself be as valid as if made by another.

2. Interpretation

2.1 For the purposes of these covenants:

- 2.1.1 **Allow** means to do, facilitate, permit and suffer.
- 2.1.2 **Building** means all structures and construction, including (but not limited to) dwelling houses, garages, out buildings, pathways and fences.
- 2.1.3 **Developer** means SGN Developments Limited (who is also the Grantor) or its nominee.
- 2.1.4 **Erect and Erected** means to install, build, construct, relocate, or place on the land, Lot or in any building.
- 2.1.5 **Factory Farming** means a farm or unit of production in which the process is carried out largely indoors or in a restricted space and which is not dependent in the soil characteristics of the site on which it is situated and includes (but not by way of limitation), rabbit farms, fitch farms, opossum farms, mushroom farms and feed lots for commercial livestock such as cattle. Glasshouses and nurseries for pot plants or other grown plants or shrubs are specifically excluded from this definition.
- 2.1.6 **Grantee** means the registered proprietor of any Dominant Tenement from time to time.
- 2.1.7 **Grantor** means the registered proprietor of any Servient Tenement from time to time.
- 2.1.8 **Land and Lot** means any Lot having the burden or benefit of these covenants.
- 2.1.9 **Subdivision** means all the land and all the lots comprised in the deposited plan.
- 2.1.10 **Consent** means any application for consent sought by the Developer for any resource consent or plan change to develop or subdivide any land owned by the Developer contiguous to or in the vicinity of the property.

3. Future Development

- 3.1 The Grantor shall not object to any application for any Consent made by the Developer in relation to land owned by the Developer which is contiguous to or in the vicinity of the Subdivision.

ie: this also
include
in notes
NB

6. Domestic Animals

- 6.1 The Grantor shall not keep on the Land a dog which has been classified by any dog control authority in the district as a "dangerous dog".
- 6.2 The Grantor shall not keep on the Land any more than three (3) dogs.

7. Conditions Relating to Covenants

- 7.1 These restrictions shall apply in perpetuity.
- 7.2 A registered proprietor of any one or more of the lots comprising the Dominant Tenement shall be entitled in the event of default, breach or non-observance of any one or more of the covenants, without having to establish that any loss has been or will be suffered, to either an immediate injunction prohibiting such use or an order that such breach be remedied forthwith, notwithstanding that any such order may necessitate the demolition, either in whole or in part or removal of any structural building.

8. Variation of Covenants

- 8.1 Subject to clause 8.2, any variations or waivers from the covenants contained herein shall require prior written consent from the Developer or the Developer's nominated successor.
- 8.2 There shall be no variations or waivers to the land use covenants contained within clause 4 of these covenants.

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Continuation of "Covenant Provisions"

1. Background

- A. The Grantor is the registered proprietor of the Servient Land.
- B. The Grantee is the registered proprietor of the Dominant Land.
- C. The Grantor and Grantee have agreed that the Servient Land will be subject to the Covenants set out in this Instrument.

2. Interpretation

2.1 For the purposes of these covenants:

- 2.1.1 **Dominant Land** means in relation to any covenant the land described in Schedule A which has the benefit of the covenant;
- 2.1.2 **Grantee** means the registered proprietor for the time being of the Dominant Land;
- 2.1.3 **Grantor** means the registered proprietor for the time being of the Servient Land;
- 2.1.4 **Servient Land** means in relation to any covenant the land described in Schedule A which is subject to the covenant.

3. Covenants in Relation to Agreed Activities

- 3.1 The Grantor will not object to or in any way restrict or prohibit any lawfully conducted farming activity or practice whether existing or proposed from being conducted at or from the Dominant Land whether by the Grantee or any other entity authorised by the Grantee.
- 3.2 The Grantor will not make any complaint or in any other way seek to constrain the Grantee by reason of the environmental effects of any lawfully conducted farming activity or practice conducted at or from the Dominant Land and/or promote or support any such complaint.
- 3.3 Should the Grantor breach any provision of this instrument, they acknowledge that damages are not an appropriate remedy and accordingly they undertake to consent to any order sought for injunctive relief to restrain a breach or continuing breach of any of the provisions of this instrument and agree that in such circumstances the Grantee is entitled to costs on an indemnity basis.
- 3.4 Notwithstanding any other clause in this instrument, in the event of a breach of the covenants contained in this instrument the Grantee may only enforce the remedies contained and implied in this instrument against the registered proprietor of the Servient Land or the relevant part thereof at the time the breach commenced.

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 1~~

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 1]~~

2

Form B

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

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

Grantor

SGN DEVELOPMENTS LIMITED

Grantee

FLAGSTAFF ESTATES LIMITED

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; covenant	(plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 DP 460298 (CTs 630126, 630127, 630127, 603128, 603129, 603130, 603131, 603132, 603133, 603134, 603135, 603136, 603137, 603138, 603139, 603140, 603141, 603142, 603143, 603144, 603145, 603146, 603147, 603148, 603149, 603150)	Lot 2 DP 453032 (CT 587645) ↑ This is the cross fence boundary is lots 1-12

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Continuation of "Covenant Provisions"

1. Background

- A. The Grantor is the registered proprietor of the Servient Land.
- B. The Grantee is the registered proprietor of the Dominant Land.
- C. The Grantor and Grantee have agreed that the Servient Land will be subject to the Covenants set out in this Instrument.

2. Interpretation

2.1 For the purposes of these covenants:

- 2.1.1 **Dominant Land** means in relation to any covenant the land described in Schedule A which has the benefit of the covenant;
- 2.1.2 **Grantee** means the registered proprietor for the time being of the Dominant Land;
- 2.1.3 **Grantor** means the registered proprietor for the time being of the Servient Land;
- 2.1.4 **Servient Land** means in relation to any covenant the land described in Schedule A which is subject to the covenant.

3. Covenants in Relation to Agreed Activities

- 3.1 The Grantor will not object to or in any way restrict or prohibit any lawfully conducted farming activity or practice whether existing or proposed from being conducted at or from the Dominant Land whether by the Grantee or any other entity authorised by the Grantee.
- 3.2 The Grantor will not make any complaint or in any other way seek to constrain the Grantee by reason of the environmental effects of any lawfully conducted farming activity or practice conducted at or from the Dominant Land and/or promote or support any such complaint.
- 3.3 Should the Grantor breach any provision of this instrument, they acknowledge that damages are not an appropriate remedy and accordingly they undertake to consent to any order sought for injunctive relief to restrain a breach or continuing breach of any of the provisions of this instrument and agree that in such circumstances the Grantee is entitled to costs on an indemnity basis.
- 3.4 Notwithstanding any other clause in this instrument, in the event of a breach of the covenants contained in this instrument the Grantee may only enforce the remedies contained and implied in this instrument against the registered proprietor of the Servient Land or the relevant part thereof at the time the breach commenced.

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 1~~

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 1]~~

2

Form B

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

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

Grantor

SGN DEVELOPMENTS LIMITED

Grantee

FLAGSTAFF ESTATES LIMITED

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 extent) of easement; covenant	(Nature and profit or	Shown reference)	(plan	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant				Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 DP 460298 (CTs 630126, 630127, 630127, 630128, 630129, 630130, 630131, 630132, 630133, 630134, 630135, 630136, 630137, 630138, 630139, 630140, 630141, 630142, 630143, 630144, 630145, 630146, 630147, 630148, 630149, 630150)	Lot 2 DP 453032 (CT 587645) ↑ This is the close for the boundary is 1-12

3

IN THE MATTER of the Resource
Management Act 1991

AND

IN THE MATTER of an application by
SGN Developments to subdivide land
into 25 lots

**CONSENT NOTICE PURSUANT TO SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991**

TO: The District Land Registrar
Canterbury Land Registry

TAKE NOTICE that the land described in the Schedule below is subject to a condition in relation to a subdivision consent as follows:

1. The consent holder shall provide an adequate domestic water supply to Lots 1 - 24 inclusive providing a minimum of 2.0 cubic metres per day.
2. Where new wells are installed on proposed Lots 1 - 24 inclusive, the consent holder shall prove that the water can be readily made potable by recognised and practical treatment methods to the satisfaction of the Council. Tests carried out by a IANZ registered laboratory shall demonstrate whether the chemical and bacteriological water quality complies with the guideline values set out in the publication, 'Drinking Water Standards for New Zealand 2005'. The consent holder shall specify any correction, which may be required to achieve compliance. The tests shall be accompanied by the results of well pump tests, which demonstrate, to the satisfaction of Council, that the quantity of water available from these new wells can adequately supply the water requirements of the lot. Samples from the water source shall be taken by the laboratory carrying out the analysis. (Such treatment will subsequently be required to be installed by the landowner before a building consent for a dwelling is finalised and the dwelling occupied).
3. The top 0.5 m of all wells, including existing wells that will provide a secure domestic water supply shall be concreted. A concrete pad of at least 0.3-metre radius and 0.1 metre thickness shall be constructed around any bore head used to provide the domestic water for proposed Lots 1 - 24 inclusive. The concrete pad is to be constructed at ground or at pump-house floor level to prevent leakage or ponding around the casing. The pad shall be cast so as to slope away from the bore. The top of the bore shall be capped to prevent contaminants entering the bore and underlying ground water.

The above conditions, as they apply to Lots 1 - 24 inclusive, shall be subject to a consent notice pursuant to Section 221 of the Resource Management Act 1991, to be registered on the new computer freehold registers for Lots 1 - 24 inclusive to ensure that the conditions are met by the consent holder prior to the erection of a dwelling on any of these allotments.

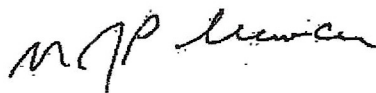
AND YOU are requested to register this Consent Notice as prescribed by Section 221 of the Resource Management Act 1991.

SCHEDULE

Estate in fee simple and being Lots 1 - 24 Deposit Plan 460298 and being a subdivision of Lot 1 DP 453032.

Dated this 26th day of February 2013

SIGNED for and on behalf of
the **WAIMAKARIRI DISTRICT COUNCIL**
pursuant to Section 252 of the
Local Government Act 1974



AUTHORISED OFFICER

4

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an application by SGN Developments to subdivide land into 25 lots

**CONSENT NOTICE PURSUANT TO SECTION 221 OF THE
RESOURCE MANAGEMENT ACT 1991**

TO: The District Land Registrar
Canterbury Land Registry

TAKE NOTICE that the land described in the Schedule below is subject to a condition in relation to a subdivision consent as follows:

1. Any dwelling erected on Lots 13 - 25 inclusive shall be constructed with a finished floor level of at least 400 mm above the adjacent ground level, with any dwelling on Lot 16 also having a minimum floor level of at least 150 mm above the crown level of Oxford Road.

The above condition, as it applies Lots 13 - 25 inclusive, shall be subject to a consent notice pursuant to Section 221 of the Resource Management Act 1991, to be registered on the new computer freehold registers for Lots 13 - 25 inclusive to ensure that the condition is met when any dwelling is erected on these allotments.

AND YOU are requested to register this Consent Notice as prescribed by Section 221 of the Resource Management Act 1991.

SCHEDULE

Estate in fee simple and being Lots 13 - 25 Deposit Plan 460298 and being a subdivision of Lot 1 DP 453032.

Dated this 26th day of February 2013

SIGNED for and on behalf of
the WAIMAKARIRI DISTRICT COUNCIL
pursuant to Section 252 of the
Local Government Act 1974

MJP [Signature]

AUTHORISED OFFICER

*= this means the area is/ can be
prone to flooding. (once/100 yrs)
Query Council re:
history of flooding.*

Form B

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

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

Grantor

SGN DEVELOPMENTS LIMITED

Grantee

WAIMAKARIRI DISTRICT COUNCIL

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 reference (plan)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to convey water in gross	"WA" on DP 460298	Lot 1 DP 460298 (CT 603126)	In Gross <i>in favour of Council who will not maintain the water race.</i>
	"WB" on DP 460298	Lot 2 DP 460298 (CT 603127)	
	"WC" on DP 460298	Lot 3 DP 460298 (CT 603128)	
	"WD" on DP 460298	Lot 4 DP 460298 (CT 603129)	
	"WG," "WE" & "B" on DP 460298	Lot 25 DP 460298 (CT 603150)	
	"WF" on DP 460298	Lot 5 DP 460298 (CT 603130)	

"WH" & "WJ" on DP 460298	Lot 6 DP 460298 (CT 603131)
"WI" on DP 460298	Lot 24 DP 460298 (CT 603149)
"WK" on DP 460298	Lot 7 DP 460298 (CT 603132)
"WL" on DP 460298	Lot 23 DP 460298 (CT 603148)
"WM" on DP 460298	Lot 8 DP 460298 (CT 603133)
"WN" on DP 460298	Lot 20 DP 460298 (CT 603145)
"WO" on DP 460298	Lot 19 DP 460298 (CT 603144)
"WP" on DP 460298	Lot 18 DP 460298 (CT 603143)
"WQ" & "WS" on DP 460298	Lot 14 DP 460298 (CT 603139)
"WR" on DP 460298	Lot 15 DP 460298 (CT 603140)
"WT" on DP 460298	Lot 13 DP 460298 (CT 603138)

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 1

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 _____]~~

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

1. Interpretation

1.1 In this Easement Instrument unless the context otherwise requires:

"Grantee" means the Waimakariri District Council and includes the agents, employees, contractors, tenants, licensees, invitees, successors and assigns of the Grantee;

"Easement Facility" in relation to the right to convey water means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, detention basins, swales, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution; and

"Utilities" means any structure, pole or other appurtenant structure for the provision of water supplied to or used on the land.

1.2 In the interpretation of this easement instrument:

1.2.1 words importing the singular or plural number shall be deemed to include the plural and singular number respectively;

1.2.2 words importing any gender shall include every gender and the word "person" shall include a corporation and vice versa;

1.2.3 the headings appearing are inserted only as a matter of convenience and in no way define, limit or prescribe the scope or intent of the clauses of this easement instrument nor in any way affect this easement instrument; and

1.2.4 references to any party include that party's executors, administrators, and assigns, or being a company, its successors and assigns.

2. Grant of Rights, Powers and Privileges

2.1 The Grantee shall have the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter:

2.1.1 to convey water in a free and unimpeded flow (except during any periods of necessary cleaning and repairing) and in any quantity through the Easement Facility, and for that purpose; and

2.1.2 to lay, make, construct, maintain, alter or repair the Easement Facility as the Grantee shall from time to time think fit.

2.2 The Easement Facility referred to in 2.1.1 and 2.1.2 is the Easement Facility laid or to be laid along the stipulated course marked WA, WB, WC, WD, WG, WE, B, WF, WH, WJ, WI, WK, WL, WM, WN, WO, WP, WQ, WS, WR and WT on Deposited Plan 460298.

3. Grantee's Rights

3.1 The Grantee may:

- 3.1.1 enter upon the servient land by the most practicable route from the nearest public street across any part of the Grantor's land;
- 3.1.2 remain on the servient land for a reasonable time for the purposes of completing the work;
- 3.1.3 bring on to the servient land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work;
- 3.1.4 leave any vehicle or equipment on the servient land for a reasonable time if work is proceeding;
- 3.1.5 sink and make trenches and shafts on the stipulated course;
- 3.1.6 excavate any clay, gravel, shingle, stones, and earth from the stipulated course;
- 3.1.7 inspect, maintain, cleanse, repair, extend, remove, enlarge or replace the Easement Facility; and
- 3.1.8 generally do and perform such acts and things in or upon the stipulated course as may be necessary or proper for or in relation to any of the purposes of this easement instrument.

4. Grantor's Obligations

4.1 The Grantor will not:

- 4.1.1 build over or erect any other improvements upon, plant trees upon or permit any tree roots to grow within the stipulated course;
- 4.1.2 do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility or interfere with the free flow and passage of any matter through the Easement Facility. If the Grantor is in breach of this obligation the Grantor shall forthwith at the Grantor's expense properly and substantially repair and make good all such injury or damage and restore such free flow and passage. If the Grantor fails to promptly comply with this obligation then, notwithstanding Clause 9.1.5, the Grantee may immediately perform the obligation and recover any costs incurred from the Grantor; or
- 4.1.3 permit any Utilities to be located within the stipulated course unless the siting and installation of such Utilities is expressly consented to in writing by the Grantee such consent not to be unreasonably withheld.

5. Grantee's Obligations

5.1 The Grantee shall:

- 5.1.1 at all times repair, maintain and cleanse the Easement Facility so that it is not or does not become a nuisance or annoyance to the Grantor;
- 5.1.2 remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the stipulated course;
- 5.1.3 upon the Grantee disturbing the surface of the stipulated course for any reason, without delay restore the same as nearly as possible to its original condition;
- 5.1.4 repair and make good any damage which may be done to any fence building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights granted by this easement instrument but the Grantee shall not be:
 - (a) responsible for the cost of removing any fence building improvements or trees upon, or any tree roots growing within the stipulated course; and
 - (b) liable for any damage to any Utilities in the stipulated course if in the exercise of such rights that damage could not reasonably be prevented.

See Fordyce
Council will maintain the water race. No.

3.2 The Grantor shall be deemed to have given written approval to an application for Consent made by the Developer to subdivide land owned by the Developer which is contiguous to or in the vicinity of the Subdivision into rural residential allotments similar in size to the lots contained in the Subdivision.

3.3 The Grantor shall not permit a "Subdivision of Land" on the Lot (with the meaning given to those words by the Resource Management Act 1991).

*cannot
subdivide
you land
ever*

4. Building

4.1 The Grantor shall not Erect, or cause to be Erected any Building on the Land without first obtaining the Developer's written approval of the plans and specifications.

4.2 Without limiting the generality of clause 4.1 the Grantor shall not:

4.2.1 Erect on the Land any dwelling house or unit, other than a new dwelling house or unit, which has an enclosed floor area (including any closed garage, basement or carport) of less than 200 square metres.

4.2.2 Erect on the Land any killing sheds.

4.2.3 Erect on the Land any relocatable Building or any Building incorporating used materials other than recycled bricks without first obtaining the written approval of the Developer.

4.2.4 Erect on the Land any corrugated metal roofs on any dwelling house or unit except colour steel roofs (or any similar quality colour coated corrugated iron roofs) or any lower grade roofing materials more commonly used in industrial or commercial buildings or properties.

4.2.5 Leave the outside of any Building unfinished or any exterior roofs, walls or doors unpainted or unstained except where decorative brick or stone materials are used.

4.2.6 Use any caravan, hut, or shed as a dwelling or as any other form of temporary or permanent residential accommodation, other than as temporary worker's sheds during construction of a Building and on condition that such caravan, hut or shed must be removed upon practical completion of that Building.

4.3 The Grantor shall ensure that construction of any Building shall commence within two years from the date of transfer of the Land.

4.4 The Grantor shall ensure that construction of any Building is completed within twelve months from the date upon which construction shall commence.

5. Land Use

5.1 The Grantor shall not permit or cause to be permitted on the Land:

5.1.1 any type or types of Factory Farming;

5.1.2 any commercial pig or chicken farming operation;

5.1.3 any commercial kennels and/or catteries; or

5.1.4 any commercial forestry, growing or sale of trees, firewood sales or wood splitting operation.

5.2 The Grantor shall not use any part of the Land as:

5.2.1 a junk yard;

5.2.2 a track, or similar, for recreational use by cars, motorcycles or any other motorised vehicles; or

5.2.3 a transport and/or a contractors depot or yard unless all vehicles, plant, machinery and equipment are housed in sheds constructed for that purpose or are located within an area which is (at all times) completely screened (to a height of not less than two (2) metres) from neighbouring properties by fences, hedges, trees and shrubs.

5.3 The Grantor shall ensure that grass of the Land is kept cut or grazed to mitigate fire risk.

6. Easement Facility to be Property of Grantee

- 6.1 The Easement Facility installed by the Grantee shall be the property of the Grantee.
- 6.2 Any damage to the Grantor's land caused by the removal of the Easement Facility or any part shall immediately be remedied by the Grantee at its own cost.

7. Mutual Covenants

- 7.1 Nothing contained or implied in this Easement Instrument shall be construed so as:
- 7.1.1 to compel the Grantee to exercise all or any of the rights granted by this easement instrument at any time and the Grantee may commence discontinue or resume the exercise of all or any such rights at will; and
- 7.1.2 to abrogate, limit, restrict or abridge any of the rights powers or remedies vested in the Grantee by statute.

8. Limitation of Liability

- 8.1 Any right of action which shall at any time accrue to the Grantee by reason of the breach or non-observance by the Grantor of any of the covenants contained in this easement instrument may be enforced by the Grantee only against:
- 8.1.1 the registered proprietor for the time being of that part of the servient land in respect of which such breach or non-observance shall occur, and
- 8.1.2 the registered proprietor at the time of such occurrence,
- to the intent that the liability of any registered proprietor of the servient land shall cease (except as to any breach or non-observance occurring during the period of ownership of that registered proprietor) upon registration of a transfer of ownership.

9. General Provisions

- 9.1 The following provisions are applicable to the easement granted by this Easement Instrument:
- 9.1.1 the rights, powers and privileges conferred on the Grantee by this easement instrument are in substitution for the rights and powers set out in clauses 4, 10, 11, 12, 13 and 14 Schedule 4 of the Land Transfer Regulations 2002 but the remaining provisions of the Land Transfer Regulations 2002 shall apply to this Easement Instrument;
- 9.1.2 where there is a conflict between the provisions of Schedule 4 of the Land Transfer Regulations 2002 and the provisions of this easement instrument, the provisions of this Easement Instrument shall prevail;
- 9.1.3 each grant shall be for all time;
- 9.1.4 no power is implied in respect of any easement for the Grantor to determine this easement instrument for breach of any provision of this Easement Instrument (whether express or implied) or for any other cause, it being the intention of the parties that this easement instrument shall subsist until surrendered in writing;
- 9.1.5 If any party ("the defaulting party") neglects or refuses to perform any of its obligations under this easement instrument the following shall apply:
- (a) the other party may serve upon the defaulting party a written notice requiring the defaulting party to perform its obligations and stating that, after the expiration of seven days from service of such notice, the other party shall perform such obligations;
- (b) if upon the expiry of the seven days referred to above, the defaulting party has still neglected or refused to perform the obligation the other party may:

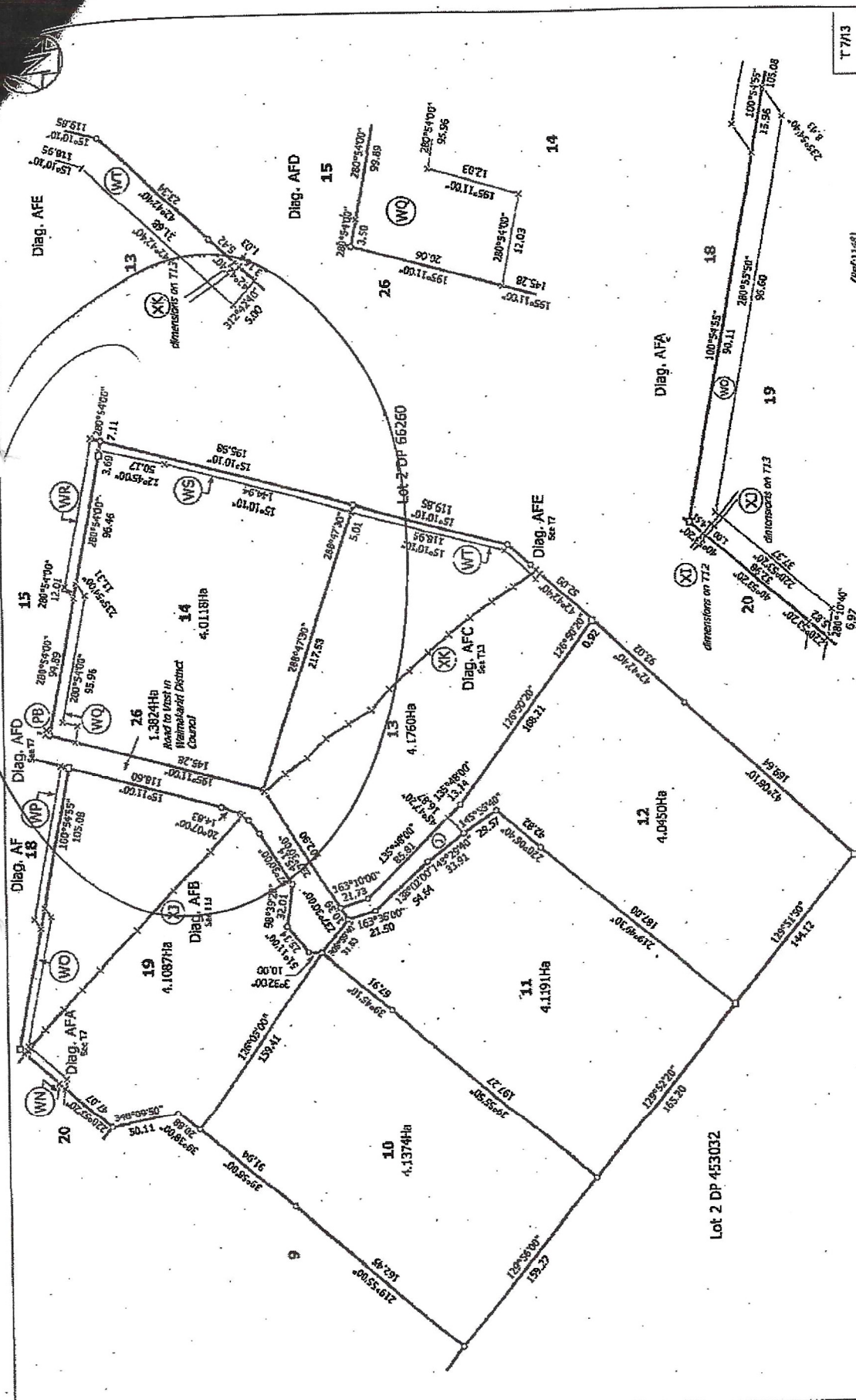
- (i) perform such obligation; and
- (ii) for that purpose enter onto the Grantor's land and carry out any work; and
- (c) the defaulting party shall be liable to pay the other party all costs incurred in performing such obligations; and

9.1.6 the Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to this Easement Instrument

10. Arbitration

If any dispute arises between the parties relating to this Easement Instrument, that dispute shall be determined by a single arbitrator should the parties agree upon one, or failing agreement, by a single arbitrator to be appointed by the Branch President for the time being of the Canterbury-Westland Branch of the New Zealand Law Society, in accordance with the Arbitration Act 1996 or any statute enacted in substitution of that Act and for the time being in force.

attachment



Land District Canterbury	Digitally Generated Plan Generated on 05/02/2013 2:28pm Page 13 of 19	Lots 1 - 28 being subdivision of Lot 1 DP 453032	Surveyor: Murray Trevor Scandlyn Firm: Scandlyn Surveying Ltd	Title Plan LT 460298 DRAFT
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(Ref: 11/13)

Lot 2 DP 453032