

View Instrument Details



Instrument No 12286064.6
Status Registered
Date & Time Lodged 13 December 2021 12:30
Lodged By Giles, Toby Ross
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
---------------------------	---------------

1021729	Canterbury
1021730	Canterbury
1021731	Canterbury
1021732	Canterbury
1021733	Canterbury
1021734	Canterbury
1021735	Canterbury
1021736	Canterbury
1021737	Canterbury
1021738	Canterbury
1021739	Canterbury
1021740	Canterbury
1021741	Canterbury
1021742	Canterbury
1021743	Canterbury
1021744	Canterbury
1021745	Canterbury
1021746	Canterbury
1021747	Canterbury
1021748	Canterbury
1021749	Canterbury
1021750	Canterbury
1021751	Canterbury
1021752	Canterbury
1021753	Canterbury
1021754	Canterbury
1021755	Canterbury
1021756	Canterbury
1021757	Canterbury
1021758	Canterbury
1021759	Canterbury
1021760	Canterbury
1021761	Canterbury
1021762	Canterbury
1021763	Canterbury
1021764	Canterbury
1021765	Canterbury
1021766	Canterbury
1021767	Canterbury
1021768	Canterbury
1021769	Canterbury
1021770	Canterbury

1021771

Canterbury

1021772

Canterbury

Annexure Schedule Contains 11 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Toby Ross Giles as Covenantor Representative on 25/11/2021 01:16 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Toby Ross Giles as Covenantee Representative on 25/11/2021 01:16 PM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

AMBERS PROPERTY DEVELOPMENTS LIMITED

Covenantee

AMBERS PROPERTY DEVELOPMENTS LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, grants to the Covenantee (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		1021729 1021730 1021731 1021732 1021733 1021734 1021735 1021736 1021737 1021738 1021739 1021740 1021741 1021742 1021743 1021744 1021745 1021746 1021747 1021748 1021749 1021750 1021751	1021729 1021730 1021731 1021732 1021733 1021734 1021735 1021736 1021737 1021738 1021739 1021740 1021741 1021742 1021743 1021744 1021745 1021746 1021747 1021748 1021749 1021750 1021751

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		1021752 1021753 1021754 1021755 1021756 1021757 1021758 1021759 1021760 1021761 1021762 1021763 1021764 1021765 1021766 1021767 1021768 1021769 1021770 1021771 1021772	1021752 1021753 1021754 1021755 1021756 1021757 1021758 1021759 1021760 1021761 1021762 1021763 1021764 1021765 1021766 1021767 1021768 1021769 1021770 1021771 1021772

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Covenant rights and powers (Including terms, covenants and conditions)

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 209 of the Land Transfer Act 2017].~~

[Annexure Schedule].

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form L

Annexure Schedule

Page 1 of 11 Pages

Creation of Land Covenants

The Covenantor for itself and its successors in title covenants and agrees with the Covenantee and its successors in title for the benefit of all of **Lots 149 to 192** (inclusive) on Deposited Plan 568392 (collectively called the "Benefiting Lots") that:

1. The Covenantor will at all times observe and perform all the covenants contained in this instrument to the intent that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the registered proprietors of the Benefiting Lots provided that the Covenantor will be liable only for breaches of the covenants contained in this instrument which occur whilst the Covenantor is the registered proprietor of the Land or any part of the Land;
2. If there should be any breach or non-observance on the Covenantor's part of any of the covenants contained in this instrument and without prejudice to any other liability which the Covenantor may have to the Covenantee and any person or persons having the benefit of those covenants the Covenantor will upon written demand being made by the Covenantee:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any day such breach or non-observance of the covenants contained in this instrument continues after the date upon which written demand has been made; or
 - (b) Remove or cause to be removed from the land any dwelling, building, structure or improvement so erected, repaired or completed in breach of the covenants contained in this instrument; or
 - (c) Replace any building materials used in breach of the covenants contained in this instrument.
3. The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Covenantor of the covenants contained in this instrument.
4. The Covenantee will not call upon the Covenantor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Covenantee provided that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form L

Annexure Schedule

Page 2 of 11 Pages

Insert instrument type

Easement Instrument

Interpretation

"Developer" means Ambers Property Developments Limited

1. The Covenantor and their successors in title SHALL NOT:

1.1 Subdivision

Further subdivide any of Lots 149 to 192 DP 568392 whether by way of cross-lease, unit title, subdivision into separate lots or in any other way PROVIDED HOWEVER that this restriction will not apply to a subdivision that has the effect only of adjusting the boundaries between two adjoining lots, or where the Developer is adjusting the layout of lots or boundaries of lots for future stages of the subdivision.

1.2 Temporary Accommodation

Permit or suffer the property to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans or other vehicles or transportable of temporary homes used for human habitation.

1.3 Use Prior to Completion

Use the property as a residence before both of the following have been provided to the Covenantee by the Covenantor

- a) a Code Compliance Certificate issued by the Hurunui District Council unless section 364(2) of the Building Act 2004 applies; and
- b) a Producer Statement from a registered drain layer certifying that all stormwater runoff from the dwelling drains into the Council stormwater network.

This provision 1.3 shall be deemed to have been satisfied six months after the issuing of a Code Compliance Certificate for the first dwelling built on the lot.

1.4 Storage of Vehicles

Permit any vehicles (including boats, trailers, caravans, house buses and motor-homes but excluding a motor car that is used on a regular basis) to be left parked or stored on the Lot, or in any structure such as a gazebo, lean-to or carport that is not fully enclosed and consented by the Developer, nor shall such vehicle be left, parked or stored on the Lot where it is visible from any road.

1.5 Noxious Weeds and Rubbish

Allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals which may be likely to cause nuisance or annoyance to the neighbouring occupiers, or permit grass or weeds to grow to such a height as to become unsightly.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

1.6 Animals

Permit any dog or other pet to be kept in or about the property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision, and in particular, without otherwise limiting this restriction, not to keep on or about the property any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited.

1.7 Signs

Permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made "For Sale" sign) to be erected on any part of the property or dwelling, including any sign indicating that the dwelling is a Show Home, PROVIDED THAT the Developer shall have the discretion to allow a Show Home sign to be erected for such time as the Developer shall decide, AND FURTHER PROVIDED THAT under no circumstances shall any signage be affixed to any of the fences referred to in clause 1.9, or before obtaining the Developer's consent in writing.

1.8 Gas

Allow any portable gas cylinders or bottles to be placed on the Lot which are visible from the road, but this does not apply to gas bottles for use with outdoor barbecues or free-standing outdoor gas heaters.

1.9 Dwelling Height and Minimum Size

- a) Erect on any Lot, a dwelling greater in height than a single storey. The Developer may, at the Developer's sole discretion, approve plans with living areas situated within the roof cavity of the dwelling provided that there are no windows set into the roofline or gable area and that the only natural light permitted into the roof cavity is from skylights. Any such dwelling shall not be deemed to be in breach of this clause by virtue of its having a living area situated within the roof cavity.
- b) Erect on any lot any structure other than one new dwelling house including attached garaging but excluding associated outbuildings, with a minimum floor area, including garaging of:
 - i. not less than 160m² for Lots 800m² and over;
 - ii. not less than 140m² for Lots between 500m² and 800m²;
 - iii. not less than 120m² for Lots under 500m².

1.10 New Materials

Erect or permit to be erected on the Lot any building using anything other than new materials PROVIDED THAT second-hand bricks may be allowed for exterior cladding at the Developer's discretion. No pre-lived in dwelling shall be transported on to the Lot. Certain pre-built dwellings can be approved by the Covenantor at its sole discretion provided they will comply with the standard of development envisaged.

1.11 Non-permitted Cladding Materials

Construct any building on the Lot with an external cladding of unrelieved flat sheet fibrolite, hardiflex, galvanised steel or similar materials PROVIDED THAT this restriction shall not apply to the cladding of soffits or gable ends.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

1.12 Painting

Leave the outside of any dwelling unfinished, or any exterior walls or doors unpainted or unstained PROVIDED THAT this clause shall not apply where natural timber cladding or decorative brick, stone or concrete are used.

1.13 Building Materials

Use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) of a single colour or pre-painted long-run pressed steel (the use of zincalume shall not be permitted), nor exterior cladding of material other than clay brick, weather-board, linea board, concrete block, masonry, stucco, solid plaster or glazing or a combination of the above. Preferred building materials are detailed in the Covenantee's Design Guidelines.

1.14 Fencing Materials

Erect or permit to be erected on the land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting.

1.15 Reserve Boundaries and Fencing

a) In respect of Lots 178 and 179:

- (i) remove, build or permit to be built any fence on the boundary between the Lot and the adjoining reserve other than a pool / warner style decorative metal fence of a height not exceeding 1.2 metres; or
- (ii) build or permit to be built any building or structure within two metres of the boundary between the Lot and the adjoining reserve. In this context, a building or structure shall not include a swimming pool or any structure the sole purpose of which is for landscaping but shall include any additional fencing, except for side boundary fencing not greater in height than 1.2m. Any additional fencing must be approved by the developer as part of the landscape approval provision at clause 1.22.

b) In respect of Lots 149, 150, 162, 168, 169, 174 & 175:

- (i) remove, build or permit to be built any fence on the boundary between the Lot and the adjoining reserve other than a standard wooden paling fence of a height not exceeding 1.8 metres; or
- (ii) build or permit to be built any building or structure within two metres of the boundary between the Lot and the adjoining reserve. In this context, a building or structure shall not include a swimming pool or any structure the sole purpose of which is for landscaping but shall include any additional fencing, except for side boundary fencing not greater in height than 1.2m. Any additional fencing must be approved by the developer as part of the landscape approval provision at clause 1.22.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

1.16 Boundary Fencing – Road Frontage Setbacks

a) Interpretation

“Double Frontage Lots” means **Lots 149, 154, 165 and 190**

“Maximum Length” means 30% of the length of the Road Boundary

“Road Boundary” means a boundary between a Lot and any legal road

“Side Boundary” means a boundary between a lot and an adjoining lot that is not a Road Boundary

“Total Length” means the total length of the fence taken in a line parallel to the road

b) Road Boundary Fencing – Lots 149 to 156, 160 to 166, 171, 172, 178, 179, 185, 186 and 189 to 192

The Covenantor shall not permit any fence or other structure (other than a letterbox, and any decorative metal fence referred to in clause 1.15(a)) to be erected in the area between the Road Boundary and a line drawn parallel to the Road Boundary, with the distance between such line and the Road Boundary being determined by those parts of the dwelling closest to the Road Boundary.

c. Road Boundary Fencing – Double Frontage Lots

In recognition of the larger road boundary of these Residential Lots and the desirability of allowing privacy the Covenantor shall be permitted to erect a fence closer to the boundary than provided for in clause 1.16(b) so long as the fence is erected at least 1 (one) metre from the road boundary and complies with the following requirements:

- i. The fence is no higher than 1.8 metres above finished ground level. The length of the fence does not exceed the 'Maximum Length'. By way of illustration only, the Covenantee acknowledges that a curved fence, or a fence that is parallel to the boundary but which has a return, will comply with this restriction notwithstanding that in overall length such fence may exceed the 'Maximum Length'; or
- ii. Compliance with the above 1.16(c)i and an exceedance of the 'Maximum Length' but the fence is at least partially 'Transparent' and has specifically been approved by the Developer in writing.

1.17 Side Boundary Fences

- a) Permit any fence to be erected on the common Side Boundaries between any of **Lots 149 to 156, 160 to 166, 171, 172, 178, 179, 185, 186 and 189 to 192** within 1 metre of the point where the Side Boundary meets the Road Boundary, and that the fence is raked at an angle of 30 degrees until it attains its maximum height of 1.8 metres above finished ground level.
- b) Permit any fence erected on the Lot or any boundary to exceed 1.8 metres generally above finished ground level.

1.18 Letterbox

Erect a dwelling without contemporaneously erecting a new letterbox of a design,

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

colour and cladding consistent with the dwelling or fences, or as approved by the Covenantee in accordance with clause 1.22.

1.19 Completion of Landscaping, Driveways and Paths

Permit the dwelling to be occupied unless all driveways and paths are completed in permanent materials, and all road frontage areas are properly grassed or landscaped.

1.20 Satellite Dishes / Air Conditioning Units

- a) Place or allow to be placed on the land or buildings any aerials or satellite dishes unless the same comply with the following requirements:
 - (i) have a maximum diameter of one metre; and
 - (ii) are situated at least four metres from the front façade of the dwelling; and
 - (iii) are mounted below the ridgeline of the roof.
- b) Place or allow to be placed on the land or any part of the buildings any external air conditioning unit visible from the road frontage of the Lot.
- c) Place or allow to be placed on the land or any part of the buildings any overhead power or communication lines.

1.21 Garden Ornamentation

Place or allow to be placed on the land or buildings any brightly painted ornaments that are reasonably visible by any other person standing on the footpath of any legal road.

1.22 Covenantee to Approve Plans

Commence any work on the property:

- a) Without submitting to the Developer (for the purposes of this clause 1.22 meaning Ambers Property Developments Ltd C/- Saunders & Co, PO Box 18, Christchurch) for its approval all building plans, including site plans (showing the position of the vehicle crossing, unless already fixed by the Covenantee) specifications, fencing, landscaping plans (which shall be prepared by a qualified landscape designer) and builder. Sole discretion lies with the Covenantee in approving building and site plans, specifications, fencing and landscaping plans, which shall comply with the Design Guidelines provided by the Covenantee, to the Covenantee's satisfaction.
- b) Which does not conform to the plans approved by the Covenantee. Any variation to or deviation from the approved plans and Design Guidelines not approved by the Covenantee will be a breach of this clause and subject to the provisions of clause 3.

PROVIDED THAT this clause 1.22 will cease to apply and be of no further effect from the date that a Code Compliance Certificate is issued for the first dwelling to be built on the Lot.

AND FURTHER PROVIDED THAT the Covenantor acknowledges that the Covenantee has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants, nor does the Covenantee

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

undertake to enforce or monitor compliance with these covenants on an ongoing basis.

1.23 Construction Fencing

Commence construction until temporary fencing has been erected on the entire length of all unfenced boundaries. The temporary fence must comprise removable wire or shade cloth (or other see through material) and must provide only one vehicle access to the lot from the road or right-of-way.

1.24 Construction Zone Areas

Commence construction until a vehicle crossing of no less than three metres width has been installed in a position approved by the Covenantee (unless already formed by the Covenantee), the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitably based. The Covenantor shall not make any use of the adjoining lots (whether occupied or not) any berms (except at designated crossings) or footpaths for construction work or for access by vehicles.

1.25 Health and Safety Requirements

Permit any construction unless the building site complies with the requirements of the Health and Safety in Employment Act 1992 (or any Act passed in substitution).

1.26 Delivery of Materials

Undertake or permit during the course of construction the loading, unloading, delivery, or storage of building materials other than within the boundaries of the property.

1.27 Building Rubbish

Carry out any construction unless an adequate rubbish skip is present within the boundaries of the Lot at all times (and regularly emptied or replaced), nor allow during the course of construction any rubbish to blow outside the boundaries of the Lot.

1.28 Washing of Vehicles

During the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot.

1.29 Portable Toilet Facility

Permit the Covenantor's construction workers or contractors to use the property or any other area on the Plan for toileting purposes. Prior to construction commencing, the Covenantor shall provide a suitable portable toilet facility within the boundaries of the Lot for use by the Covenantor's construction workers and contractors.

2 Dispute Resolution

Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Covenantee under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.

If the dispute is not resolved within twenty working days of the date on which the parties began their negotiations, then the parties shall submit to the arbitration of an

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.

If an arbitrator cannot be agreed upon within a further ten days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury Branch of the New Zealand Law Society.

Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in substitution.

Continue in additional Annexure Schedule, if required

View Instrument Details



Instrument No 12286064.5
Status Registered
Date & Time Lodged 13 December 2021 12:30
Lodged By Giles, Toby Ross
Instrument Type Easement Instrument



Affected Records of Title	Land District
---------------------------	---------------

1021737	Canterbury
1021738	Canterbury
1021739	Canterbury
1021740	Canterbury
1021747	Canterbury
1021748	Canterbury
1021749	Canterbury
1021750	Canterbury
1021752	Canterbury
1021753	Canterbury
1021754	Canterbury
1021755	Canterbury
1021756	Canterbury
1021757	Canterbury
1021759	Canterbury
1021760	Canterbury
1021761	Canterbury
1021762	Canterbury
1021763	Canterbury
1021764	Canterbury

Annexure Schedule Contains 7 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 Toby Ross Giles as Grantor Representative on 25/11/2021 01:16 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 Scott James Holdaway as Grantee Representative on 22/11/2021 04:51 PM

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

AMBERS PROPERTY DEVELOPMENTS LIMITED

Grantee

HURUNUI DISTRICT COUNCIL

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 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 sewage	Area "A" Deposited Plan 568392	Lot 157 Deposited Plan 568392 (RT 1021737)	In gross
	Area "B" Deposited Plan 568392	Lot 158 Deposited Plan 568392 (RT 1021738)	
	Area "C" Deposited Plan 568392	Lot 159 Deposited Plan 568392 (RT 1021739)	
	Area "D" Deposited Plan 568392	Lot 160 Deposited Plan 568392 (RT 1021740)	
	Area "E" Deposited Plan 568392	Lot 167 Deposited Plan 568392 (RT 1021747)	
	Area "F" Deposited Plan 568392	Lot 168 Deposited Plan 568392 (RT 1021748)	
	Area "G" Deposited Plan 568392	Lot 169 Deposited Plan 568392 (RT 1021749)	
	Area "H" Deposited Plan 568392	Lot 170 Deposited Plan 568392 (RT 1021750)	
	Area "I" Deposited Plan 568392	Lot 172 Deposited Plan 568392 (RT 1021752)	
	Area "J" Deposited Plan 568392	Lot 173 Deposited Plan 568392 (RT 1021753)	
	Area "K" Deposited Plan 568392	Lot 174 Deposited Plan 568392 (RT 1021754)	
	Area "L" Deposited Plan 568392	Lot 175 Deposited Plan 568392 (RT 1021755)	
	Area "M" Deposited Plan 568392	Lot 176 Deposited Plan 568392 (RT 1021756)	
	Area "N" Deposited Plan 568392	Lot 177 Deposited Plan 568392 (RT 1021757)	
	Area "O" Deposited Plan 568392	Lot 179 Deposited Plan 568392 (RT 1021759)	
	Area "P" Deposited Plan 568392	Lot 180 Deposited Plan 568392 (RT 1021760)	
	Area "Q" Deposited Plan 568392	Lot 181 Deposited Plan 568392 (RT 1021761)	
	Area "R" Deposited Plan 568392	Lot 182 Deposited Plan 568392 (RT 1021762)	
	Area "S" Deposited Plan 568392	Lot 183 Deposited Plan 568392 (RT 1021763)	
	Area "T" Deposited Plan 568392	Lot 184 Deposited Plan 568392 (RT 1021764)	

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 _____]~~

The rights and powers of this easement instrument are those set out in Annexure Schedule 1. All rights and powers implied by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007 are expressly excluded.

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 1

1. GRANT OF RIGHTS, POWERS AND PRIVILEGES IN RELATION TO THE RIGHT TO DRAIN SEWAGE

- 1.1 The Grantee (to the exclusion of the Grantor and any other party) shall have the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter:
- (a) to take, carry, convey, lead and drain sewage and other waste material and fluid (including trade wastes) in a free and unimpeded flow through the easement facility and operate all parts of the easement facility in accordance with their intended function; and
 - (b) to lay, make, construct, inspect, maintain, repair, replace, alter, extend, enlarge or remove the easement facility as the Grantee shall from time to time think fit (including the right to excavate land and make trenches and shafts).
- 1.2 The easement facility referred to in clauses 1.1(a) and 1.1(b) is the easement facility laid or to be laid along the Easement Area.
- 1.3 The "easement facility" in relation to the right to drain sewage means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, vents, surface boxes and other equipment suitable for that purpose, whether above or under the ground and anything in replacement or substitution.

2. GRANTEE'S GENERAL RIGHTS

- 2.1 The Grantee may for the purpose of performing any duty or in the exercise of any rights granted under this easement instrument:
- (a) enter upon the Burdened Land by the most practicable route from the nearest public street across any part of the Grantor's land;
 - (b) remain on the Burdened Land for a reasonable time for the purposes of completing the work;
 - (c) bring on to the Burdened Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work;
 - (d) leave any vehicle or equipment on the Burdened Land for a reasonable time if work is proceeding; and

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- (e) generally do and perform such acts and things in or upon the Easement Area as may be necessary or desirable for or in relation to any of the purposes of this easement instrument.

3. GRANTOR'S OBLIGATIONS

3.1 The Grantor will not:

- (a) build over or erect any other improvements upon, plant trees upon or permit any tree roots to grow within the Easement Area;
- (b) do or permit or suffer to be done anything which may in any way injure or damage the easement facility, or obstruct the use and enjoyment of the easement facility, or interfere with free flow and passage through the easement facility; or
- (c) permit any Utilities to be located within the Easement Area unless the siting and installation of such Utilities is expressly consented to in writing by the Grantee such consent not to be unreasonably withheld.

3.2 The Grantor will not oppose or object to any application for or issue of a building consent or resource consent in respect of the easement facility or the use or enjoyment of the same.

4. MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS

4.1 The Grantee shall:

- (a) at all times repair, maintain and cleanse the easement facility so that it does not become a nuisance to the Grantor;
- (b) remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the Easement Area;
- (c) upon disturbing the surface of the Easement Area for any reason, without delay restore the same as nearly as reasonably possible to its original condition; and
- (d) 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:
 - (i) responsible for the cost of removing any fence, building, improvements or trees upon, or any tree roots growing within, the Easement Area; or
 - (ii) liable for any damage to any Utilities in the Easement Area if in the exercise of such rights that damage could not reasonably be prevented.

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

5. STRUCTURES TO BE PROPERTY OF GRANTEE

5.1 The easement facility shall at all times be and remain the property of the Grantee.

6. MUTUAL COVENANTS

6.1 Nothing contained or implied in this easement instrument shall be construed so as:

- (a) 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; or
- (b) to abrogate limit restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

7. LIMITATION OF LIABILITY

7.1 Any right of action which shall at any time accrue to the Grantee by reason of 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:

- (a) the registered owner for the time being of that part of the Burdened Land in respect of which such breach or non-observance shall occur; and
- (b) the registered owner at the time of such occurrence,
to the intent that the liability of any registered owner of the Burdened Land shall cease (except as to any breach or non-observance occurring during the period of ownership of that registered owner) upon registration of a transfer of ownership.

8. GENERAL PROVISIONS

8.1 The following provisions are applicable to the easements granted by this easement instrument:

- (a) each grant shall be for all time;
- (b) the use of each easement shall be without any limitation as to quantity or frequency;
- (c) no power is implied in respect of any easement for the Grantor to determine the easement 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 the easement shall subsist unless it is surrendered in writing;

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- (d) if any party ("the defaulting party") neglects or refuses to perform any of its obligations under this easement instrument the following shall apply:
- (i) 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 day period from service of such notice, the other party shall perform such obligations;
 - (ii) if upon the expiry of the seven day period referred to above, the defaulting party has still neglected or refused to perform the obligation the other party may:
 - (1) perform such obligation; and
 - (2) for that purpose enter onto the Grantor's land and carry out any work;
 - (iii) the defaulting party shall be liable to pay the other party all costs incurred in performing such obligations;
- (e) notwithstanding the requirement to give notice under clause 8.1(d) above, where the Grantor has not complied with an obligation under this easement instrument and as a result the Grantee's use of the easement facility has been obstructed in any way, then the Grantee may immediately undertake all works required to ensure the unimpeded use of the easement facility and recover any costs from the Grantor; and
- (f) 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.

9. DISPUTES

- 9.1 The parties shall use reasonable endeavours to resolve any dispute or difference arising out of or in connection with this easement instrument in good faith by negotiation. Failing resolution by negotiation the parties may agree to an alternative method to resolve the dispute or difference. However, nothing in this clause will prevent either party from taking immediate steps to seek relief before an appropriate court at any time.

10. INTERPRETATION

- 10.1 In this easement instrument unless the context otherwise requires:

"Easement Area" means all areas of the Burdened Land specified under the heading "Shown (plan reference)" on the front page of this easement instrument in Schedule A.

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

“Grantee” means the Hurunui District Council, and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantee.

“Grantor” means the registered owner of the Burdened Land, and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

“Burdened Land” means all land described as the Burdened Land on the front page of this easement instrument in Schedule A.

“Utilities” means any pipe, conduit, wire, structure, pole or other appurtenant structure for the provision of services to the land, including but not limited to electricity, gas, telephone, storm water, sewage and water services.

10.2 In the interpretation of this easement instrument:

- (a) words importing the singular or plural number shall be deemed to include the plural and singular number respectively;
- (b) words importing any gender shall include every gender and the word “person” shall include a corporation and vice versa;
- (c) 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;
- (d) references to any party include that party’s executors, administrators, and assigns, or being a corporate entity, its successors and assigns.

View Instrument Details



Instrument No 12286064.3
Status Registered
Date & Time Lodged 13 December 2021 12:30
Lodged By Giles, Toby Ross
Instrument Type Easement Instrument



Affected Records of Title	Land District
---------------------------	---------------

1021737	Canterbury
1021738	Canterbury
1021739	Canterbury
1021740	Canterbury
1021747	Canterbury
1021748	Canterbury
1021749	Canterbury
1021750	Canterbury
1021752	Canterbury
1021753	Canterbury
1021754	Canterbury
1021755	Canterbury
1021756	Canterbury
1021757	Canterbury
1021759	Canterbury
1021760	Canterbury
1021761	Canterbury
1021762	Canterbury
1021763	Canterbury
1021764	Canterbury
1021767	Canterbury
1021768	Canterbury

Annexure Schedule Contains 5 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 Toby Ross Giles as Grantor Representative on 25/11/2021 01:16 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 Toby Ross Giles as Grantee Representative on 25/11/2021 01:16 PM

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

Easement instrument to grant easement or *profit à prendre*
Section 109, Land Transfer Act 2017

Grantor*Surname(s) must be underlined.***AMBERS PROPERTY DEVELOPMENTS LIMITED****Grantee***Surname(s) must be underlined.***CHORUS NEW ZEALAND 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)* 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 of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title) All DP 568392	Benefited Land (Record of Title) or in gross
Right to convey telecommunications	A on DP 568392	Lot 157 (RT 1021737)	Chorus New Zealand Limited (in gross)
	B on DP 568392	Lot 158 (RT 1021738)	
	C on DP 568392	Lot 159 (RT 1021739)	
	D on DP 568392	Lot 160 (RT 1021740)	
	E on DP 568392	Lot 167 (RT 1021747)	
	F on DP 568392	Lot 168 (RT 1021748)	
	G on DP 568392	Lot 169 (RT 1021749)	
	H on DP 568392	Lot 170 (RT 1021750)	
	I on DP 568392	Lot 172 (RT 1021752)	
	J on DP 568392	Lot 173 (RT 1021753)	
	K on DP 568392	Lot 174 (RT 1021754)	
	L on DP 568392	Lot 175 (RT 1021755)	
	M on DP 568392	Lot 176 (RT 1021756)	
	N on DP 568392	Lot 177 (RT 1021757)	

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

2

of

Pages

Continue in additional Annexure Schedule, if required.

Schedule A			
Continue in additional Annexure Schedule, if required.			
Purpose of Easement, or profit	Shown (plan reference)	Burdened Land (Record of Title) All DP 568392	Benefited Land (Record of Title) or in gross
Right to convey telecommunications	O on DP 568392	Lot 179 (RT 1021759)	Chorus New Zealand Limited (in gross)
	P on DP 568392	Lot 180 (RT 1021760)	
	Q on DP 568392	Lot 181 (RT 1021761)	
	R on DP 568392	Lot 182 (RT 1021762)	
	S on DP 568392	Lot 183 (RT 1021763)	
	T on DP 568392	Lot 184 (RT 1021764)	
	U on DP 568392	Lot 187 (RT 1021767)	
	V on DP 568392	Lot 188 (RT 1021768)	
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 2018 and/or the Fifth Schedule of the Property Law Act 2007.			
The implied rights and powers are varied/negated/added to or substituted by: Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.			
the provisions set out in the Annexure Schedule.			

Annexure Schedule

Insert type of instrument

Easement	Dated		Page	3	of		Pages
----------	-------	--	------	---	----	--	-------

Continue in additional Annexure Schedule, if required.

Continuation of "Easement rights and powers":

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 of the Land Transfer Regulations 2018 ("the Fifth Schedule") and where the terms of this easement are in conflict with either the Fifth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Burdened Land, the terms of this easement shall prevail.

2 Grant of Easement

2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land (and for the avoidance of doubt, the Grantor's consent shall be deemed for the purposes of clause 10(1)(b) of Schedule 5 of the Land Transfer Regulations 2018 by virtue of this easement);
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Burdened Land for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any access ways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Burdened Land as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way

3 Grantee's Covenants

3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Burdened Land.

3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Burdened Land and to any building or building improvement (including, without limitation, any interior fitout) located on the Burdened Land.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Burdened Land (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

4

of

Pages

Continue in additional Annexure Schedule, if required.

easement as reasonably close as possible to the original condition of the Burdened Land prior to such damage and to the reasonable satisfaction of the Grantor.

4 Access

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Burdened Land (including, for the avoidance of doubt, any areas of Common Property on the Burdened Land) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required) and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Land.

5 Grantor's Covenants

5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):

- (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
- (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
- (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
- (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

6 Removal

6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Burdened Land.

Annexure Schedule

Insert type of instrument

Easement Dated Page 5 of Pages

Continue in additional Annexure Schedule, if required.

6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

7 Further Assurances

7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

8 Telecommunications Act 2001 and End User Terms

8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Burdened Land, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

9 Definitions and interpretation

9.1 In this easement:

- (a) **"Common Property"** has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) **"Easement Land"** means that part of the Burdened Land identified in Schedule A in this easement as Easement Land and those other parts of the Burdened Land (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) **"Emergency"** means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) **"Grantee"** means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) **"Grantor"** includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) **"Line"** and **"Works"** shall have the meanings ascribed to those terms under the Telecommunications Act 2001.

View Instrument Details



Instrument No 12286064.7
Status Registered
Date & Time Lodged 13 December 2021 12:30
Lodged By Giles, Toby Ross
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
---------------------------	---------------

1021729	Canterbury
1021730	Canterbury
1021731	Canterbury
1021732	Canterbury
1021733	Canterbury
1021734	Canterbury
1021735	Canterbury
1021736	Canterbury
1021737	Canterbury
1021738	Canterbury
1021739	Canterbury
1021740	Canterbury
1021741	Canterbury
1021742	Canterbury
1021743	Canterbury
1021744	Canterbury
1021745	Canterbury
1021746	Canterbury
1021747	Canterbury
1021748	Canterbury
1021749	Canterbury
1021750	Canterbury
1021751	Canterbury
1021752	Canterbury
1021753	Canterbury
1021754	Canterbury
1021755	Canterbury
1021756	Canterbury
1021757	Canterbury
1021758	Canterbury
1021759	Canterbury
1021760	Canterbury
1021761	Canterbury
1021762	Canterbury
1021763	Canterbury
1021764	Canterbury
1021765	Canterbury
1021766	Canterbury
1021767	Canterbury
1021768	Canterbury
1021769	Canterbury
1021770	Canterbury

1021771

Canterbury

1021772

Canterbury

Annexure Schedule Contains 3 Pages.

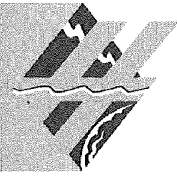
Signature

Signed by Megan Jane Gregson as Territorial Authority Representative on 27/01/2022 12:13 PM

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

HURUNUI DISTRICT COUNCIL

P.O. Box 13 | Amberley | 7441 | 66 Carters Road | Amberley | 7410
Phone 03 314-8816 | Fax 03 314-9181 | Email info@hurunui.govt.nz
Web hurunui.govt.nz | [facebook.com/HurunuiDistrictCouncil](https://www.facebook.com/HurunuiDistrictCouncil)
Skype [hdc_customer_services](https://www.skype.com/en/customer-services) | twitter.com/hurunuidc



IN THE MATTER OF
AND

the Resource Management Act 1991

IN THE MATTER OF

Subdivision Consent RC 200062
21 Hilton Drive, Amberley & 20 Claremont
Crescent, Amberley

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

To: The Registrar-General of Lands
Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to the subdivision consents **RC200062** as follows:

THAT with regard to Lots 149-192 under Plan number DP 568392

Stormwater

43. The owners of Lots 149-192 shall comply with Hurunui District Council's global stormwater discharge consent (Canterbury Regional Council reference: CRC082988), by ensuring the following:

- a) At the time of building on the lots, stormwater runoff from buildings and hardstand areas on the lots resulting from up to and including the 24 hour 2% AEP rainfall event shall be managed so that no runoff enters any other property;
- b) For on-site soak pits, the following shall apply:
 - An investigation and soak pit design shall be carried out at each soak pit location to confirm that stormwater is able to be discharged to soakage at that location (the investigation and design may refer to the Surface Water Report / Surface Water Planning Assessment provided under **condition 9 (c)**);
 - Soak pits shall be designed to cater for runoff from up to and including the 24 hour 10% AEP rainfall event, and to ensure that stormwater does not pond on the ground for more than 48 hours after the cessation of a 24 hour 2% AEP rainfall event;
NB: soakage calculations may provide for notional on-site road frontage driveway areas discharging to the roading network.
 - For soak pits dealing with roof and/or non-trafficable hardstand areas, roofs shall not be zinc-coated (galvanised), and systems shall be sealed to prevent entry of contaminants;
 - For soak pits dealing with trafficable hardstand areas, soak pit base levels shall be at least 1 metre above the water table.
- c) A stormwater management plan for the on-site stormwater systems installed under this condition shall be submitted to Hurunui District Council for approval; and
- d) The owner of the lot shall be responsible for undertaking all necessary maintenance to meet the requirements of the stormwater management plan submitted for the on-site stormwater systems installed under this condition.

THAT with regard to Lots 157-160, 167-170, 172-177, 179-184, and 187-188 under Plan number DP 568392

Stormwater

44. A stormwater management plan for the stormwater system's installed in rights-of-way shall be submitted to the Council for approval.

THAT with regard to Lots 149-156, 160-166, 171, 178, 185, 186, and 189-192 under Plan number DP 568392

Vehicle crossings

49. The owners of Lots 149-156, 160-166, 171, 178, 185, 186, and 189-192 shall construct a vehicle crossing in accordance with KF Consilium drawing 1027/1300 'Vehicle Crossing Type' as part of the building consent process, with timing and any necessary bonding or other requirements carried out in accordance with Council's requirements.

DESCRIPTION OF LAND AFFECTED BY CONSENT NOTICE

All that piece of land containing:

0.0700 hectares being Lot 149 DP 568392 (Canterbury Registry)
 0.0700 hectares being Lot 150 DP 568392 (Canterbury Registry)
 0.0404 hectares being Lot 151 DP 568392 (Canterbury Registry)
 0.0707 hectares being Lot 152 DP 568392 (Canterbury Registry)
 0.0701 hectares being Lot 153 DP 568392 (Canterbury Registry)
 0.0589 hectares being Lot 154 DP 568392 (Canterbury Registry)
 0.0422 hectares being Lot 155 DP 568392 (Canterbury Registry)
 0.0422 hectares being Lot 156 DP 568392 (Canterbury Registry)
 0.0750 hectares being Lot 157 DP 568392 (Canterbury Registry)
 0.1151 hectares being Lot 158 DP 568392 (Canterbury Registry)
 0.1150 hectares being Lot 159 DP 568392 (Canterbury Registry)
 0.0796 hectares being Lot 160 DP 568392 (Canterbury Registry)
 0.0801 hectares being Lot 161 DP 568392 (Canterbury Registry)
 0.0700 hectares being Lot 162 DP 568392 (Canterbury Registry)
 0.0700 hectares being Lot 163 DP 568392 (Canterbury Registry)
 0.0700 hectares being Lot 164 DP 568392 (Canterbury Registry)
 0.0706 hectares being Lot 165 DP 568392 (Canterbury Registry)
 0.0700 hectares being Lot 166 DP 568392 (Canterbury Registry)
 0.0761 hectares being Lot 167 DP 568392 (Canterbury Registry)
 0.0767 hectares being Lot 168 DP 568392 (Canterbury Registry)
 0.0790 hectares being Lot 169 DP 568392 (Canterbury Registry)
 0.0765 hectares being Lot 170 DP 568392 (Canterbury Registry)
 0.0704 hectares being Lot 171 DP 568392 (Canterbury Registry)
 0.0704 hectares being Lot 172 DP 568392 (Canterbury Registry)
 0.0658 hectares being Lot 173 DP 568392 (Canterbury Registry)
 0.0840 hectares being Lot 174 DP 568392 (Canterbury Registry)
 0.0770 hectares being Lot 175 DP 568392 (Canterbury Registry)
 0.0790 hectares being Lot 176 DP 568392 (Canterbury Registry)
 0.0732 hectares being Lot 177 DP 568392 (Canterbury Registry)
 0.0700 hectares being Lot 178 DP 568392 (Canterbury Registry)
 0.0721 hectares being Lot 179 DP 568392 (Canterbury Registry)

0.0759 hectares being Lot 180 DP 568392 (Canterbury Registry)
0.0798 hectares being Lot 181 DP 568392 (Canterbury Registry)
0.0815 hectares being Lot 182 DP 568392 (Canterbury Registry)
0.0748 hectares being Lot 183 DP 568392 (Canterbury Registry)
0.0796 hectares being Lot 184 DP 568392 (Canterbury Registry)
0.0705 hectares being Lot 185 DP 568392 (Canterbury Registry)
0.0733 hectares being Lot 186 DP 568392 (Canterbury Registry)
0.0852 hectares being Lot 187 DP 568392 (Canterbury Registry)
0.0900 hectares being Lot 188 DP 568392 (Canterbury Registry)
0.0728 hectares being Lot 189 DP 568392 (Canterbury Registry)
0.0700 hectares being Lot 190 DP 568392 (Canterbury Registry)
0.0700 hectares being Lot 191 DP 568392 (Canterbury Registry)
0.0705 hectares being Lot 192 DP 568392 (Canterbury Registry)

DATED this 10th day of December 2021

SIGNED for and on behalf of
THE HURUNUI DISTRICT COUNCIL
Pursuant to Section 221 of the Resource Management Act 1991



Authorised Officer (for the purposes of
Section 221 Resource Management Act 1991)

View Instrument Details



Instrument No 12286064.2
Status Registered
Date & Time Lodged 13 December 2021 12:30
Lodged By Giles, Toby Ross
Instrument Type Easement Instrument



Affected Records of Title	Land District
---------------------------	---------------

1021737	Canterbury
1021738	Canterbury
1021739	Canterbury
1021740	Canterbury
1021747	Canterbury
1021748	Canterbury
1021749	Canterbury
1021750	Canterbury
1021752	Canterbury
1021753	Canterbury
1021754	Canterbury
1021755	Canterbury
1021756	Canterbury
1021757	Canterbury
1021759	Canterbury
1021760	Canterbury
1021761	Canterbury
1021762	Canterbury
1021763	Canterbury
1021764	Canterbury
1021767	Canterbury
1021768	Canterbury

Annexure Schedule Contains 4 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 Toby Ross Giles as Grantor Representative on 17/01/2022 04:03 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 Toby Ross Giles as Grantee Representative on 17/01/2022 04:03 PM

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor**AMBERS PROPERTY DEVELOPMENTS LIMITED****Grantee****AMBERS PROPERTY 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 of Easement, or <i>profit</i>	Shown (plan reference) DP 568392	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way, Right to Convey Water, Gas, Electricity, Telecommunications and Right to Drain Water and Sewage	A	Lot 157 DP 568392 (RT 1021737)	Lots 158, 159 & 160 DP 568392 (RT's 1021738, 1021739 & 1021740)
	B	Lot 158 DP 568392 (RT 1021738)	Lots 157, 159 & 160 DP 568392 (RT's 1021737, 1021739 & 1021740)
	C	Lot 159 DP 568392 (RT 1021739)	Lots 157, 158 & 160 DP 568392 (RT's 1021737, 1021738 & 1021740)
	D	Lot 160 DP 568392 (RT 1021740)	Lots 157, 158 & 159 DP 568392 (RT's 1021737, 1021738 & 1021739)
	E	Lot 167 DP 568392 (RT 1021747)	Lots 168, 169 & 170 DP 568392 (RT's 1021748, 1021749 & 1021750)
	F	Lot 168 DP 568392 (RT 1021748)	Lots 167, 169 & 170 DP 568392 (RT's 1021747, 1021749 & 1021750)

Purpose of Easement, or <i>profit</i>	Shown (plan reference) DP 568392	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way, Right to Convey Water, Gas, Electricity, Telecommunications and Right to Drain Water and Sewage	G	Lot 169 DP 568392 (RT 1021749)	Lots 167, 168 & 170 DP 568392 (RT's 1021747, 1021748 & 1021750)
	H	Lot 170 DP 568392 (RT 1021750)	Lots 167, 168 & 169 DP 568392 (RT's 1021747, 1021748 & 1021749)
	I	Lot 172 DP 568392 (RT 1021752)	Lots 173, 174, 175, 176 & 177 DP 568392 (RT's 1021753, 1021754, 1021755, 1021756 & 1021757)
	J	Lot 173 DP 568392 (RT 1021753)	Lots 172, 174, 175, 176 & 177 DP 568392 (RT's 1021752, 1021754, 1021755, 1021756 & 1021757)
	K	Lot 174 DP 568392 (RT 1021754)	Lots 172, 173, 175, 176 & 177 DP 568392 (RT's 1021752, 1021753, 1021755, 1021756 & 1021757)
	L	Lot 175 DP 568392 (RT 1021755)	Lots 172, 173, 174, 176 & 177 DP 568392 (RT's 1021752, 1021753, 1021754, 1021756 & 1021757)
	M	Lot 176 DP 568392 (RT 1021756)	Lots 172, 173, 174, 175 & 177 DP 568392 (RT's 1021752, 1021753, 1021754, 1021755 & 1021757)
	N	Lot 177 DP 568392 (RT 1021757)	Lots 172, 173, 174, 175 & 176 DP 568392 (RT's 1021752, 1021753, 1021754, 1021755 & 1021756)
	O	Lot 179 DP 568392 (RT 1021759)	Lots 180, 181, 182, 183 & 184 DP 568392 (RT's 1021760, 1021761, 1021762, 1021763 & 1021764)

Purpose of Easement, or <i>profit</i>	Shown (plan reference) DP 568392	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way, Right to Convey Water, Gas, Electricity, Telecommunications and Right to Drain Water and Sewage	P	Lot 180 DP 568392 (RT 1021760)	Lots 179, 181, 182, 183 & 184 DP 568392 (RT's 1021759, 1021761, 1021762, 1021763 & 1021764)
	Q	Lot 181 DP 568392 (RT 1021761)	Lots 179, 180, 182, 183 & 184 DP 568392 (RT's 1021759, 1021760, 1021762, 1021763 & 1021764)
	R	Lot 182 DP 568392 (RT 1021762)	Lots 179, 180, 181, 183 & 184 DP 568392 (RT's 1021759, 1021760, 1021761, 1021763 & 1021764)
	S	Lot 183 DP 568392 (RT 1021763)	Lots 179, 180, 181, 182 & 184 DP 568392 (RT's 1021759, 1021760, 1021761, 1021762 & 1021764)
	T	Lot 184 DP 568392 (RT 1021764)	Lots 179, 180, 181, 182 & 183 DP 568392 (RT's 1021759, 1021760, 1021761, 1021762 & 1021763)
	U	Lot 187 DP 568392 (RT 1021767)	Lot 188 DP 568392 (RT 1021768)
	V	Lot 188 DP 568392 (RT 1021768)	Lot 187 (RT 1021767)

Form 22 - 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 2018 and/or Schedule 5 of the Property Law Act 2007

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

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

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

Rights and Powers:

1. The rights and powers set out in the Fifth Schedule to the Land Transfer Regulations 2018 are herein implied except as they are added to or substituted hereto.
2. Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the modifications in this Easement Instrument the modifications must prevail.
3. No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision of this instrument (whether expressed or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.

The maintenance provisions in the Fifth Schedule to the Land Transfer Regulations 2018 are modified as follows:-

1. The word "equally" in clause 11(2) of the Fifth Schedule to the Land Transfer Regulations 2018 shall be read as "for a reasonable contribution in proportion to their use".
2. Any maintenance, repair or replacement of the right of way, water pipes and drains, gas pipes, sewage/wastewater pipes and drains, and telecommunication, computer media and electricity cables on the Burdened Land or Benefited Land over the stipulated course that is necessary because of any act or omission by the Grantor must be carried out promptly by the Grantor and at the sole cost of the Grantor. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantor 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 Fifth Schedule to the Land Transfer Regulations 2018).
3. Any maintenance, repair or replacement of the right of way, water pipes and drains, gas pipes, sewage pipes and drains, and telecommunication, computer media and electricity cables on the Burdened Land or Benefited Land over the stipulated course that is necessary because of any act or omission by the Grantee must be carried out promptly by the Grantee and at the sole cost of the Grantee. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantee 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 Fifth Schedule to the Land Transfer Regulations 2018).

View Instrument Details



Instrument No 12286064.4
Status Registered
Date & Time Lodged 13 December 2021 12:30
Lodged By Giles, Toby Ross
Instrument Type Easement Instrument



Affected Records of Title	Land District
---------------------------	---------------

1021737	Canterbury
1021738	Canterbury
1021739	Canterbury
1021740	Canterbury
1021747	Canterbury
1021748	Canterbury
1021749	Canterbury
1021750	Canterbury
1021752	Canterbury
1021753	Canterbury
1021754	Canterbury
1021755	Canterbury
1021756	Canterbury
1021757	Canterbury
1021759	Canterbury
1021760	Canterbury
1021761	Canterbury
1021762	Canterbury
1021763	Canterbury
1021764	Canterbury
1021767	Canterbury
1021768	Canterbury

Annexure Schedule Contains 9 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 Toby Ross Giles as Grantor Representative on 25/11/2021 01:16 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 Robin Richard Andersen as Grantee Representative on 24/11/2021 03:33 PM

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor**Ambers Property Developments Limited****Grantee****MainPower New Zealand 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*additional Annexure Schedule, if required**Continue in*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity	A on DP 568392	Lot 157 DP 568392 (1021737)	MainPower New Zealand Limited (in gross)
	B on DP 568392	Lot 158 DP 568392 (1021738)	
	C on DP 568392	Lot 159 DP 568392 (1021739)	
	D on DP 568392	Lot 160 DP 568392 (1021740)	
	E on DP 568392	Lot 167 DP 568392 (1021747)	

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity	F on DP 568392	Lot 168 DP 568392 (1021748)	MainPower New Zealand Limited (in gross)
	G on DP 568392	Lot 169 DP 568392 (1021749)	
	H on DP 568392	Lot 170 DP 568392 (1021750)	
	I on DP 568392	Lot 172 DP 568392 (1021752)	
	J on DP 568392	Lot 173 DP 568392 (1021753)	
	K on DP 568392	Lot 174 DP 568392 (1021754)	
	L on DP 568392	Lot 175 DP 568392 (1021755)	
	M on DP 568392	Lot 176 DP 568392 (1021756)	
	N on DP 568392	Lot 177 DP 568392 (1021757)	
	O on DP 568392	Lot 179 DP 568392 (1021759)	
	P on DP 568392	Lot 180 DP 568392 (1021760)	
	Q on DP 568392	Lot 181 DP 568392 (1021761)	
	R on DP 568392	Lot 182 DP 568392 (1021762)	
	S on DP 568392	Lot 183 DP 568392 (1021763)	
	T on DP 568392	Lot 184 DP 568392 (1021764)	
	U on DP 568392	Lot 187 DP 568392 (1021767)	
	V on DP 568392	Lot 188 DP 568392 (1021768)	

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]

ANNEXURE SCHEDULE

1. Definitions and Interpretation

"Construct"	includes construct, lay, renew, upgrade, replace, change the size of and remove; Construction has a similar meaning.
"Distribution Line"	means a wire or wires or a conductor of any other kind (including a fibre optic or coaxial cable) used or intended to be used for the distribution or transmission of electricity and/or telecommunication signals, waves or impulses. It further means insulators, foundation, casing tube, tunnel, underground cable, fuses, fuse holder, voltage regulators, fixture or other item, equipment or material used or intended to be used for supporting, securing and enclosing, surrounding or protecting a Distribution Line or facilitating the transmission of electricity and telecommunication signals, waves or impulses through a Distribution Line.
"Easement Strip"	means the land defined in Schedule A.
"Energy Complaints Scheme"	means the general and scheme rules for the Energy Complaints Scheme operated by Utilities Disputes Limited as amended or substituted from time to time.
"Equipment"	includes equipment, plant, tools, cables, lines, wires and all materials and items required for the purposes of carrying out any of the rights given in this easement instrument.
"Grantee"	means the Grantee and includes its successors and assigns.
"Grantor"	Includes the grantor's executors, administrators, successors and assigns.
"Land"	means the servient tenement in Schedule A
"Maintain"	includes repair, renew, alter, inspect and improve; Maintenance has a similar meaning.
"Operate"	means the sending, passing, receiving, conducting, distributing, transmitting and transporting of electricity and all associated signals, waves or impulses and Operation has a similar meaning.
"Persons Under the Control of the Grantee"	include any workmen, contractors, professional advisers or other employees authorised by the Grantee.
"Telecommunication"	has the meaning defined in the Telecommunications Act 2001.
"Vegetation"	includes all vegetation both cultivated and natural and includes crops, trees and shrubs but excludes grass.
"Vehicles"	includes trucks, tractors, excavators, cranes and aircraft.

1.2 Interpretation

Unless a contrary intention appears;

- a. words referring to the singular number include the plural number and the reverse.
- b. Any reference to any of the parties by their defined terms includes that parties' executors, administrators or permitted assigns or both or being a company its successors or permitted assigns, or both.
- c. Every agreement or undertaking expressed or implied by which more persons than one agree or undertake any obligation or derive any benefit binds and is for the benefit of such persons jointly and severally.
- d. Clause headings are for reference purposes only.
- e. Where any words or phrases are given a defined meaning any other part or speech or other grammatical form in respect of such word or phrase has a corresponding meaning.
- f. A reference to an exhibit, annexure or schedule is a reference to the corresponding exhibit, annexure or schedule.
- g. A reference to a statute includes all regulations under and amendments to that statute on the date the easement has been signed by both parties.

2. Grant of Rights, Powers and Covenants

- 2.1 The Grantor hereby grants to the Grantee an easement in gross in perpetuity the right to convey electricity and associated Telecommunication in, under and through the Easement Strip together with and subject to the following rights, powers and covenants for the Persons Under the Control of the Grantee:

(a) Right to Enter for Construction

The right to enter onto the Land to survey and Construct the Distribution Line, together with any Equipment or Vehicles associated with its survey and Construction. In exercise of the rights hereby granted the Grantee will not unduly interfere with any other lawful user of the Land and will, except in case of emergency, give reasonable notice to the Grantor of the Grantee's intention to carry out works authorised hereby.

The Grantee shall have the right to construct a Distribution Line in, under and through those parts of the land marked A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U and V on DP 568392 which parts are collectively referred to as the Easement Strip, the maximum specifications being an operating voltage of 24kV, and the maximum capacity of the line being 10MW. The Grantor grants the Grantee the right to maintain, upgrade (to the limits defined in this clause), renew or remove the Distribution Line.

(b) Right to Lay Cable

The right to lay cable for the purpose of electricity distribution under the Easement Strip. The Grantee may dig up and excavate the Easement Strip for the purposes set out in this easement instrument, and if necessary may deposit soil upon the Land provided that all work shall be carried out expeditiously and on completion the surface of any land affected will forthwith be restored as nearly as possible to its former state and condition at the cost of the Grantee.

(c) Right to Remove Vegetation

The right to keep the Easement Strip clear of any Vegetation or structures which are, or are likely, in the reasonable opinion of the Grantee a danger or a hazard to the safety or the operation of the Distribution Line. Removal of Vegetation planted subsequent to the date of the Easement Instrument shall be at the expense of the Grantor. Provided however that the Grantee will consult with the Grantor as to the extent of any removal or pruning of any Vegetation on the Easement Strip.

(d) Right to enter to Maintain and Operate Distribution Line

The right to enter on the Easement Strip, with or without Equipment or Vehicles for any purposes associated with the Maintenance and Operation of the Distribution Line but subject to the condition that as little disturbance as is reasonably possible is caused to the Easement Strip.

(e) Right to Erect Notices

The right to erect on the Easement Strip signs and notices giving warning of danger.

(f) Right to Take Safety Measures

The right to take such measures as the Grantee reasonably thinks necessary for the safety of persons and property. Except in the case of emergencies the Grantee shall be required to first obtain the consent of the Grantor to take any such measures.

(g) Right to Access

The right to have access to the Easement Strip through any land of the Grantor adjacent to it for the purposes of survey, Construction, Maintenance and Operation of the Distribution Line, including exercising any of the powers granted in this Easement Instrument at any time and with and without Vehicles, plant and Equipment provided that;

- i. except in case of emergency no such right shall be exercised without the consent of the Grantor which consent shall not be unreasonably withheld;
- ii. the Grantee will leave gates as they are found;
- iii. the Grantee will drive in a safe manner and take reasonable steps not to disturb stock; and
- iv. such rights shall be exercised in such manner as will minimise damage to The Land and disturbance to any occupier.

3. Grantor's use of Easement Strip

- 3.1 The Grantor may use the Easement Strip provided it does not interfere with the rights of the Grantee in this Easement Instrument.

4. Obligations of the Grantee**4.1 Maintenance**

The Grantee will Maintain the Distribution Line in good repair and will prevent the same from becoming a nuisance.

4.2 Disturbance

The Grantee will carry out works permitted by this Easement Instrument as expeditiously as possible and with as little disturbance to the surface of the Easement Strip as possible.

4.3 Reinstatement

The Grantee will reinstate any underground pipes, cables or other service conduits of the Grantor or any third party having the right to lay, use or Maintain them on any part of the Land which are damaged by the Construction, Maintenance or Operation by the Grantee of any work.

4.4 Reinstatement of Grantor's Land

The Grantee will reinstate the Land as soon as practicable to a condition equivalent as far as reasonable and practicable to that which existed before Construction as a result of anything done by the Grantee.

4.5 Obligations of the Grantee

The Grantee will comply with the provisions of all statutes, ordinances, regulations and by-laws issued made or given by any competent authority in any way relating to its use of the Easement Strip.

4.6 Indemnity

- 4.6.1 The Grantee indemnifies the Grantor against any loss or physical damage to the Land or anything located on the Land and any loss or damage suffered to a third party for which a claim is brought against the Grantor where that damage is caused by any act or omission of the Grantee not permitted by this Easement Instrument or any negligent act or omission of the Grantee.
- 4.6.2. The Grantor indemnifies the Grantee against any physical damage to the works permitted by this Easement Instrument or Equipment and any other property of the Grantee and any damage to a third party for which a claim is brought against the Grantee where that damage is caused by any act or omission of the Grantor undertaken wilfully or with wilful disregard and not permitted by this Easement Instrument or any negligent act or omission of the Grantor.

5. Restrictions on the Grantee's further use

5.1 Interference

In exercising its rights the Grantee will not unreasonably interfere with the ordinary use of the Land and will cause as little damage as is reasonably possible to the surface of the Land.

5.2 Safety

The Grantee will Operate and Maintain the Distribution Line in a safe manner and any Equipment shall be left in as safe a condition as is practicable.

- 5.3 After initial construction of the Distribution Line the Grantee may upgrade capacity provided voltage does not exceed the limits defined in clause 2.1(a) of this Easement.

6. Ownership

6.1 Any Equipment installed under the Easement Strip shall be the property of the Grantee and may be removed by it but any damage thereby caused shall immediately be remedied by the Grantee at its own cost.

6.2 No Interest

Neither the Grantor nor any mortgagee or chargeholder of the Grantor shall have any interest in equipment owned by the Grantee.

6.3 Disclaimer

The Grantor acknowledges that the distribution line and /or kiosk remain the property of the Grantee notwithstanding they are affixed to the land.

7. Restrictions on the Grantor

7.1 The Grantor will not do anything whereby the rights granted to the Grantee may be interfered with or affected in any way and in particular the Grantor will not without the consent in writing of the Grantee:

- a. Erect or permit the erection of structures on the Easement Strip.
- b. Erect any fence on the Easement Strip.
- c. Disturb the soil below a depth of 0.3 metres on the Easement Strip.
- d. Carry out any cultivation or permit any growth of Vegetation on the Land which:
 - i. either overhangs or transgresses the Easement Strip or encroaches the minimum setback requirements in the Electricity (Hazards from Trees) Regulations 2003 (or any other statutory regulation that amends, consolidates or replaces it);
 - ii. Endangers or causes a nuisance to the Grantee's operation or Persons Under the Control of the Grantee; or
 - iii. Transgresses any statutory regulation relating to the Distribution Line.
- e. Allow to be lit any fires or burn off Vegetation within the Easement Strip.
- f. Do anything on the Easement Strip which could damage the Distribution Line, including allowing the construction of additional services within that Easement Strip.
- g. Disturb any survey pegs or markers placed on the Easement Strip by the Grantee.
- h. Develop or use the Land in a way which would prevent the Grantee from exercising its rights.
- i. Impede the Grantee's access over the Land and the Easement Strip.
- j. Knowingly cause or permit flooding of the Easement Strip.
- k. Alter or permit to be altered the existing ground level within the Easement Strip.

- 7.2 If the Grantor consents to or causes or permits any breach of the obligations in this Easement Instrument, the Grantee shall be entitled to take all reasonable steps to abate or remedy the particular breach including, but not limited to, the trimming or removal of Vegetation, the removal or reduction of structures, fences or stockpiles and any other steps necessary for the protection of the Distribution Line on the Easement Strip and in the absence of negligence or recklessness, the Grantee shall not be liable to the Grantor, whether in contract, tort or otherwise, for any loss, compensation, damage or expenses incurred or suffered by the Grantor.
- 8. Assignment**
- 8.1 The Grantee may transfer, lease, assign or licence (a "Disposition") all or any part of its estate or interest in the Easement Strip and/or the rights in this Easement Instrument or any parts of those rights without the consent of the Grantor, but subject to the rights and obligations set out in this Easement Instrument provided that any Disposition is accompanied by a Disposition of the Distribution Line.
- 9. No Restriction**
- 9.1 Nothing contained in this Easement Instrument or implied shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers and remedies vested in the Grantee by any Statute.
- 10. Further Assurance**
- 10.1 Each party shall at the request of the other party execute and deliver any further documents or assurances and all acts and things reasonably required by the other party to give full force and effect to this Easement Instrument.
- 11. Non Merger**
- 11.1 None of the Grantor's obligations or warranties will be merged or become of no effect upon registration of this easement instrument, but will remain binding upon the parties and their respective successors and assigns.
- 12. Governing Law**
- 12.1 This Easement is governed by and construed in accordance with the laws of New Zealand. Nothing in this Easement Instrument shall be deemed to limit any of the rights, powers and remedies vested in the Grantee by statute.
- 13. Disputes**
- 13.1 Any dispute between the parties to this Easement which touches the construction meaning or effect of this Easement or the rights or liabilities of the parties to this Easement shall unless otherwise specifically agreed in writing between the parties be referred to arbitration conducted in accordance with the provisions of the Arbitration Act 1996 of New Zealand or any statutory modification or re-enactment of that Act which may at the time of the dispute be in force.
- 14. Energy Complaints Scheme**
- 14.1 Where the general and scheme rules for the Energy Complaints Scheme apply in respect of this Easement, the Grantee will observe and comply with the undertakings, principles and obligations therein and follow the complaints process in the Energy Complaints Scheme.