



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **1041928**
Land Registration District **Canterbury**
Date Issued 22 June 2022

Prior References
1023687

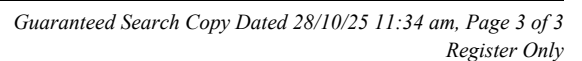
Estate Fee Simple
Area 811 square metres more or less
Legal Description Lot 4210 Deposited Plan 572950
Registered Owners
Jayie Paul Rowe and Jade Ella Jean Moohan

Estate Fee Simple - 1/4 share
Area 173 square metres more or less
Legal Description Lot 429 Deposited Plan 572950
Registered Owners
Jayie Paul Rowe and Jade Ella Jean Moohan

Interests

Land Covenant in Easement Instrument 9944197.12 - 23.2.2015 at 3:07 pm
Subject to Section 241(2) Resource Management Act 1991 (affects DP 572950)
Subject to a right (in gross) to drain sewage over Lot 429 DP 572950 in favour of Selwyn District Council created by Easement Instrument 12474572.4 - 22.6.2022 at 9:33 am
The easements created by Easement Instrument 12474572.4 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right of way, a right to convey telecommunications, electricity and water and a right to drain water and sewage over Lot 429 DP 572950 created by Easement Instrument 12474572.5 - 22.6.2022 at 9:33 am
Appurtenant to Lot 4210 DP 572950 is a right of way, a right to convey telecommunications, electricity and water and a right to drain water and sewage created by Easement Instrument 12474572.5 - 22.6.2022 at 9:33 am
The easements created by Easement Instrument 12474572.5 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant (in gross) over part Lot 4210 DP 572950 marked E on DP 572950 in favour of Selwyn District Council created by Covenant Instrument 12474572.6 - 22.6.2022 at 9:33 am
Land Covenant in Covenant Instrument 12474572.7 - 22.6.2022 at 9:33 am (affects Lot 4210 DP 572950)
Land Covenant in Covenant Instrument 12474572.8 - 22.6.2022 at 9:33 am (affects Lot 4210 DP 572950)
12474572.15 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 22.6.2022 at 9:33 am (affects Lot 4210 DP 572950)
12474572.19 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 22.6.2022 at 9:33 am (affects Lot 4210 DP 572950)
12632436.2 Mortgage to Westpac New Zealand Limited - 16.12.2022 at 10:37 am

12820323.1 Variation of Mortgage 12632436.2 - 6.9.2023 at 3:51 pm



View Instrument Details



Instrument No 12474572.5
Status Registered
Date & Time Lodged 22 June 2022 09:33
Lodged By Giles, Toby Ross
Instrument Type Easement Instrument



Affected Records of Title	Land District
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1041853	Canterbury
1041854	Canterbury
1041855	Canterbury
1041856	Canterbury
1041859	Canterbury
1041861	Canterbury
1041863	Canterbury
1041864	Canterbury
1041865	Canterbury
1041895	Canterbury
1041897	Canterbury
1041898	Canterbury
1041899	Canterbury
1041901	Canterbury
1041902	Canterbury
1041910	Canterbury
1041911	Canterbury
1041912	Canterbury
1041913	Canterbury
1041914	Canterbury
1041915	Canterbury
1041916	Canterbury
1041917	Canterbury
1041918	Canterbury
1041919	Canterbury
1041920	Canterbury
1041921	Canterbury
1041922	Canterbury
1041925	Canterbury
1041926	Canterbury
1041927	Canterbury
1041928	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 21/06/2022 12:35 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 21/06/2022 12:35 PM

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

Form 22

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

Grantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a ½ share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a ½ share

Grantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a ½ share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a ½ share

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 572950	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Electricity	"X"	Lot 423 DP 572950 (RT – 1041853, 1041854, 1041864, 1041865)	Lot 4273 DP 572950 (RT – 1041863)
	"V"	Lot 4246 DP 572950 (RT – 1041899)	Lot 4244 DP 572950 (RT – 1041901)
	"W"	Lot 4245 DP 572950 (RT – 1041902)	Lot 4244 DP 572950 (RT – 1041901)
	"T"	Lot 4250 DP 572950 (RT – 1041895)	Lot 4248 DP 572950 (RT – 1041898)
	"U"	Lot 4249 DP 572950 (RT – 1041897)	Lot 4248 DP 572950 (RT – 1041898)
Continued:			

Right of Way, Right to Convey Telecommunications, Electricity & Water and Right to Drain Water & Sewage	"M & T"	Lot 4250 DP 572950 (RT – 1041895)	Lot 4249 DP 572950 (RT – 1041897)
	"N & U"	Lot 4249 DP 572950 (RT – 1041897)	Lot 4250 DP 572950 (RT – 1041895)
	"O & V"	Lot 4246 DP 572950 (RT – 1041899)	Lot 4245 DP 572950 (RT – 1041902)
	"P & W"	Lot 4245 DP 572950 (RT – 1041902)	Lot 4246 DP 572950 (RT – 1041899)
	Lot 420	Lot 420 DP 572950 (RT – 1041910 to 1041913)	Lots 4216, 4217, 4218, 4219 DP 572950 (RT – 1041910 to 1041913)
	Lot 421	Lot 421 DP 572950 (RT – 1041918 to 1041922)	Lots 4201, 4202, 4203, 4204, 4205 DP 572950 (RT – 1041918 to 1041922)
	Lot 422	Lot 422 DP 572950 (RT – 1041855, 1041856, 1014859, 1041861)	Lots 4268, 4269, 4270, 4271 DP 572950 (RT – 1041855, 1041856, 1014859, 1041861)
	Lot 423	Lot 423 DP 572950 (RT – 1041853, 1041854, 1041864, 1041865)	Lots 4274, 4275, 4276, 4277 DP 572950 (RT – 1041853, 1041854, 1041864, 1041865)
	Lot 428	Lot 428 DP 572950 (RT – 1041914 to 1041917)	Lots 4212, 4213, 4214, 4215 DP 572950 (RT – 1041914 to 1041917)
	Lot 429	Lot 429 DP 572950 (RT – 1041925 to 1041928)	Lots 4208, 4209, 4210, 4211 DP 572950 (RT – 1041925 to 1041928)

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, 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, 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 12474572.6
Status Registered
Date & Time Lodged 22 June 2022 09:33
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
1041911	Canterbury
1041913	Canterbury
1041915	Canterbury
1041917	Canterbury
1041922	Canterbury
1041924	Canterbury
1041925	Canterbury
1041928	Canterbury

Annexure Schedule Contains 4 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 21/06/2022 12:35 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 Scott James Holdaway as Covenantee Representative on 21/06/2022 12:58 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED and LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED

Covenantee

SELWYN DISTRICT COUNCIL (the "Council")

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
Schedule, if required

Continue in additional Annexure

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Area A Deposited Plan 572950	RT 1041911	In gross
	Area B Deposited Plan 572950	RT 1041913	
	Area C Deposited Plan 572950	RT 1041915	
	Area D Deposited Plan 572950	RT 1041917	
	Area E Deposited Plan 572950	RT 1041928	
	Area F Deposited Plan 572950	RT 1041925	
	Area G Deposited Plan 572950	RT 1041924	
	Area H Deposited Plan 572950	RT 1041922	

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 1.

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 1

BACKGROUND

- A. The Covenantor named on the front page of this land covenant is the registered owner of the land held in RT 1023687 and is proceeding to complete a subdivision of that land pursuant to subdivision consent RC205181 (the "Consent") granted by the Council under the Resource Management Act 1991.
- B. The Council granted the Consent subject to (amongst other things) the requirement that this land covenant be registered to ensure the ongoing compliance of the registered owners for the time being of the land subject to this land covenant with its terms.

COVENANTS

- 1. The Covenantor shall ensure that the bund and fencing, described as "Bund 1" in the Consent and located as at the date of registration of this land covenant on the areas of the burdened land specified under the heading "Shown (plan reference)" on the front page of this land covenant in Schedule A, is maintained in perpetuity in accordance with the attached bund cross section plan.
- 2. The Covenantor acknowledges that the Covenantee shall be entitled to an injunction or other equitable relief for any threatened or actual breach of the covenants of this land covenant as (without prejudice to any rights or remedies of the Covenantee) damages alone would not be an adequate remedy.
- 3. No failure or delay by the Council to exercise any right under this land covenant shall constitute a waiver of that or any other right, nor shall the failure or delay restrict any further exercise of that or any other right. No single or partial exercise of a right shall preclude or restrict the further exercise of that or any other right.
- 4. The Covenantor shall pay all the Council's costs (including legal costs on a solicitor/client basis) relating to the preparation, registration, variation, enforcement and revocation of this land covenant.
- 5. In this land covenant, any obligation to do anything includes an obligation to cause that thing to be done, and any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- 6. Nothing in this land covenant shall be construed so as to remove or limit any rights, powers or remedies vested in the Council by law, or to compel the Council to exercise all or any rights, powers or remedies granted by this land covenant.

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

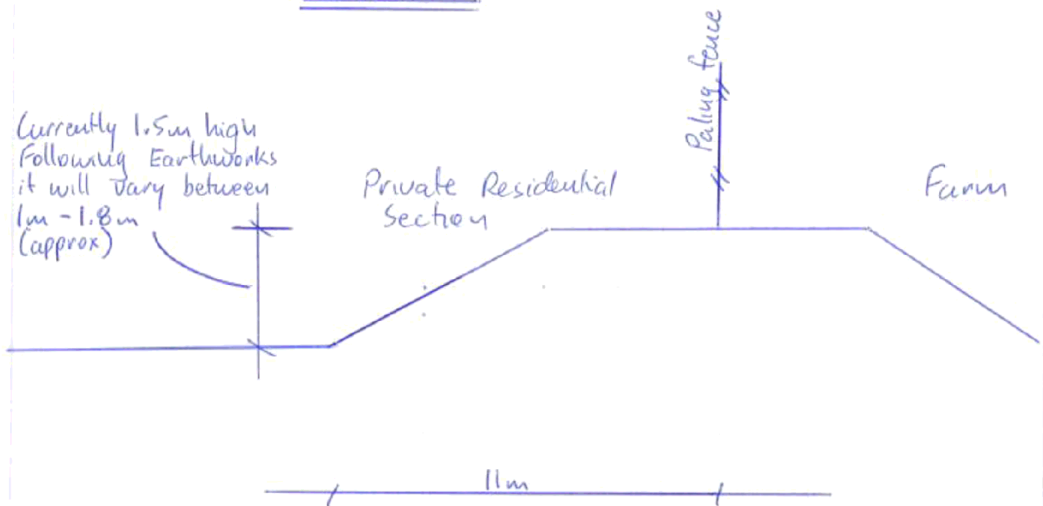
CLIENT NTP
JOB Te Whāriki Subdivision Stage 4
CLIENT REF. NO: _____
BY DM CHECKED _____



JOB No/PAGE 1 of 3
DATE 10/6/2020

Typical Cross Section

Bund 1



AS APPROVED BY
SELWYN DISTRICT COUNCIL
Planning Department

RESOURCE CONSENT
RC205181

7/08/2020 bigsbr

View Instrument Details



Instrument No 12474572.7
Status Registered
Date & Time Lodged 22 June 2022 09:33
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
---------------------------	---------------

1041853	Canterbury
1041854	Canterbury
1041855	Canterbury
1041856	Canterbury
1041857	Canterbury
1041858	Canterbury
1041859	Canterbury
1041860	Canterbury
1041861	Canterbury
1041862	Canterbury
1041863	Canterbury
1041864	Canterbury
1041865	Canterbury
1041866	Canterbury
1041867	Canterbury
1041868	Canterbury
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1041885	Canterbury
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1041887	Canterbury
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1041890	Canterbury
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1041893	Canterbury
1041894	Canterbury

1041895	Canterbury
1041896	Canterbury
1041897	Canterbury
1041898	Canterbury
1041899	Canterbury
1041900	Canterbury
1041901	Canterbury
1041902	Canterbury
1041903	Canterbury
1041904	Canterbury
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1041907	Canterbury
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1041922	Canterbury
1041923	Canterbury
1041924	Canterbury
1041925	Canterbury
1041926	Canterbury
1041927	Canterbury
1041928	Canterbury
1041929	Canterbury
1041930	Canterbury

Annexure Schedule Contains 7 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 20/07/2022 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 20/07/2022 01:16 PM

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

Form 26

Covenant Instrument to note land covenant
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Covenantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

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*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		RT 1041853 To RT 1041930 (Lots 4201 to 4278 DP 572950)	RT 1041853 To RT 1041930 (Lots 4201 to 4278 DP 572950)

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 ____].~~

Form L**Annexure Schedule**

Page of Pages

*Insert instrument type***Covenant***Continue in additional Annexure Schedule, if required***Section A****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 each of Lots 4201 to 4278 (inclusive) on Deposited Plan 572950 (collectively called the "Benefiting Lots") but expressly **excluding** the Jointly Owned Access Lots that:

1. The Covenantor being the registered proprietor of the Burdened Land 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;

Default Provisions

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.

Form L**Annexure Schedule**

Page of Pages

*Insert instrument type***Covenant***Continue in additional Annexure Schedule, if required***Section B****INTERPRETATION****1.1** For the purposes of this Land Covenant,

“the Developer” means Ngai Tahu Property Joint Ventures Limited and Lincoln University Property Joint Venture Limited whose address for service is

C/- Ngai Tahu Property Limited
PO Box 130060
Christchurch
Attention: Te Whariki Manager

“Jointly Owned Access Lots” means those Lots legally described as Lots 420, 421, 422, 423 428, and 429 on DP 572950, and being excluded from Benefitting Land status pursuant to this Land Covenant instrument.

2. THE COVENANTOR AND THEIR SUCCESSORS IN TITLE SHALL NOT:**2.1 Boundary Fencing****a. Interpretation**

“Double Frontage Lots” means 4220, 4229, 4230, 4235, 4254 and 4259.

“Maximum Length” means 50% of the length of the Road Boundary.

“Medium Density Lots” means Lots 4202, 4221 to 4227, 4231 to 4234, 4245, 4246, 4249, 4250, 4258 to 4261 and 4267 to 4278.

“Residential Lots” means all Lots on DP 572950 excluding any Lot shown as Kiosk Site, Road or Reserve.

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

“Side Boundary” means a boundary between a Residential Lot and an adjoining Residential Lot that is not a Road Boundary.

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

“Transparent” means able to be seen through either because no solid construction is present or because there are spaces between the elements used in the construction that are at least the same width as the elements themselves.

b. Road Boundary Fencing

The Covenantor shall not permit any fence or other structure (other than a letterbox or a fence of the type referred to in clause 2.1) 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 Road Boundary being determined by those parts of the dwelling on the Residential Lot 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 2.1(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 2.1(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.

d. Side Boundary Fences

Permit any fence to be erected on the common Side Boundaries between any Residential Lots within 1 (one) metre of the point where the side boundary meets the Road Boundary and providing the fence complies with the following requirements:

- i. The fence is a maximum of 1.2 metres in height within 1 metre of the point where ‘the ‘Side Boundary’ meets the ‘Road Boundary’, and
- ii. The fence is raked at an angle of 30 degrees until it reaches its maximum height of 1.8 metres above finished ground level.
- iii. Notwithstanding clauses 2.1d (i) and (ii) above, the common ‘Side Boundary’ fences between the following Lots shall be exempt from the provisions of

these clauses: Lots 4220:4221, 4228:4229, 4230:4231, 4235:4243, 4254:4255 and 4256:4257.

2.2 Local Authority Fencing Standards

- a.** For Medium Density Lots – unless a resource consent has been granted otherwise, all fencing and development activities shall proceed in accordance with the rules for permitted activities in the Living Z zone Small Lot Medium Density Area. This provision shall be protected additionally by consent notice by Selwyn District Council.

2.3 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), be a minimum of 1.2 metres in height and have a rigid frame and in all circumstances be acceptable to the Developer at their sole discretion, and provide only one vehicle access to the lot from the road or right-of-way.

2.4 Construction Zone Areas

Commence construction until a vehicle crossing of no more than 4 (four) metres width has been installed in a position approved by the Covenantee, the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitable 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.

2.5 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 enactment passed in its substitution) at all times.

2.6 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 Lot.

2.7 Building Rubbish

Carry out any construction unless an adequate rubbish skip is present 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.

2.8 Washing of Vehicles

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

2.9 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 for use by the Covenantor's construction workers and contractors.

3. DISPUTES RESOLUTION

- 3.1 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.
- 3.2 If the dispute is not resolved within 20 (twenty) working days of the date on which the parties began their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
- 3.3 If an arbitrator cannot be agreed upon within a further 10 (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.
- 3.4 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

View Instrument Details



Instrument No 12474572.8
Status Registered
Date & Time Lodged 22 June 2022 09:33
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
---------------------------	---------------

1041853	Canterbury
1041854	Canterbury
1041855	Canterbury
1041856	Canterbury
1041857	Canterbury
1041858	Canterbury
1041859	Canterbury
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1041925	Canterbury
1041926	Canterbury
1041927	Canterbury
1041928	Canterbury
1041929	Canterbury
1041930	Canterbury

Annexure Schedule Contains 7 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 20/07/2022 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 20/07/2022 01:17 PM

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

Form 26

Covenant Instrument to note land covenant
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Covenantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

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

Continue in additional Annexure

Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		RT 1041853 To RT 1041930 (Lots 4201 to 4278 DP 572950)	RT 1041853 To RT 1041930 (Lots 4201 to 4278 DP 572950)

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 ____].~~

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

SECTION A

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 each of Lots 4201 to 4278 (inclusive) on Deposited Plan 572950 (collectively called the "Benefiting Lots") but expressly **excluding** the Jointly Owned Access Lots that:

1. The Covenantor being the registered proprietor of the Burdened Land 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;

Default Provisions

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.

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required **SECTION B****1. INTERPRETATION**

1.1 For the purposes of this Land Covenant,

"the Developer" means Ngai Tahu Property Joint Ventures Limited and Lincoln University Property Joint Venture Limited whose address for service is

C/- Ngai Tahu Property Limited
PO Box 130060
Christchurch
Attention: Te Whariki Manager

"Jointly Owned Access Lots" means those Lots legally described as Lots 420, 421, 422, 423 428, and 429 on DP 572950, and being excluded from Benefitting Land status pursuant to this Land Covenant instrument.

"Residential Lots" means all Lots on DP 572950 excluding any Lot shown as Kiosk Site, Road or Reserve.

2. The Covenantor and their successors in title SHALL NOT:**2.1 Subdivision**

Further subdivide any Residential Lot (as defined in clause 1.2) on DP 572950 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 which has the effect only of adjusting the boundaries between two adjoining Lots.

2.2 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 used for human habitation.

2.3 Use Prior To Completion

Use the property as a residence before all of the following have been provided to the Developer:

1. A Code Compliance Certificate issued by the Selwyn District Council unless section 362V(2) of the Building Act 2004 applies; and
2. A Producer Statement from a registered drainlayer certifying that all stormwater runoff from the dwelling drains into the Council stormwater network. This provision shall be deemed to have been satisfied 6 (six) months after the issuing of a Code Compliance Certificate for the first dwelling built on the Lot; and

3. The contact details including daytime phone number, email address and postal address for the registered proprietors as recorded on the record of title have been provided to the Developer; and
4. On an ongoing compliance basis, that any subsequent registered proprietor has provided the same contact details in 2.3.3 above to the following email address prior to or on settlement of purchase: info@saunders.co.nz

2.4 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 in any structure such as a gazebo, lean-to or carport that is not fully enclosed, nor shall such vehicle be left, parked or stored on the Lot where it is visible from any road.

2.5 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.

2.6 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.

2.7 Signs

Permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made 'For Sale' sign not exceeding 2 square metres in size) to be erected on any part of the property or dwelling, including any sign indicating that the dwelling is a Showhome. PROVIDED HOWEVER that the Covenantee shall, at its sole discretion, be entitled to exempt one or more lots of its choice from this restriction for a maximum period of 3 (three) years

2.8 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.

2.9 Dwelling Height

On any of the Lots other than Lots 4201, 4205, 4206, 4209, 4210, 4213, 4214, 4217, 4218, 4220, 4229, 4236, 4237 and 4254 erect a dwelling greater in height than a single storey. However the Covenantee may, at the Covenantee's sole discretion, approve plans that have living areas situated within the roof cavity of a 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 set into the roof. Any such approved dwelling plans shall not be deemed to be in breach of this clause by virtue of having living areas situated within the roof cavity.

2.10 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 or pre-built dwelling shall be transported on to the Lot.

2.11 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 some soffits or gable ends.

2.12 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.

2.13 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, concrete block, masonry, stucco, solid plaster or glazing or a combination of the above. Preferred building materials are detailed in the Developer's Design Guidelines.

2.14 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.

2.15 Letterbox

Erect a dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the dwelling, or as approved by the Developer in accordance with clause 2.18.

2.16 Completion of Landscaping, Driveways and Paths

Permit the dwelling to be occupied unless all driveways and paths are completed in permanent materials, all wooden boundary fences are stained or painted and all unpaved areas are properly grassed or landscaped.

2.17 Satellite Dishes / Air Conditioning Units

1. Place or allow to be placed on the land or buildings any aerials or satellite dishes unless the same comply with the following requirements:
 - a) Have a maximum diameter of 1 (one) metre; and
 - b) Are situated at least 4 (four) metres from the front façade of the dwelling; and
 - c) Are mounted below the ridgeline of the roof.
2. 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.

2.18 Developer to Approve Plans

Commence any work on the property:

- a) Without submitting to the Developer for its approval all building plans, including site plans (showing the position of the vehicle crossing) specifications, external colours, fencing and fencing design and positioning, landscaping plans (which shall be prepared by a qualified landscape designer) and builder. Sole discretion lies with the Developer in approving building, colours, site plans, specifications, fencing and landscaping plans which shall generally comply with the Design Guidelines provided by the Developer to the Developer's satisfaction and at its sole discretion.
- b) Which does not conform to the plans approved by the Developer. Any variation to or deviation from the approved plans will be a breach of this clause and subject to the provisions of clauses 2 and 3 of Section A.

PROVIDED THAT this clause 2.18 only 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.

FOR THE AVOIDANCE OF DOUBT the covenants detailed in this land covenant are continuing obligations that require continuing compliance.

AND FURTHER PROVIDED THAT the Covenantor acknowledges that the Covenantee/Developer has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants on an on-going basis.

2.19 Playground in Council Reserve

Permit or allow the Covenantor to object to, complain, obstruct, hinder, bring any legal or other proceedings or actions or take any steps (whether directly or indirectly through another person) in connection with the use, operation of, noise emanating from the neighbourhood playground on proposed Lot 402 DP 560062 Reserve Lot to Vest in Selwyn District Council.

3. DISPUTES RESOLUTION

- 3.1 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.
- 3.2 If the dispute is not resolved within 20 (twenty) working days of the date on which the parties began their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
- 3.3 If an arbitrator cannot be agreed upon within a further 10 (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.
- 3.4 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

View Instrument Details



Instrument No 12474572.15
Status Registered
Date & Time Lodged 22 June 2022 09:33
Lodged By Giles, Toby Ross
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



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

1041853	Canterbury
1041854	Canterbury
1041855	Canterbury
1041856	Canterbury
1041857	Canterbury
1041858	Canterbury
1041859	Canterbury
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1041928	Canterbury
1041929	Canterbury
1041930	Canterbury

Annexure Schedule Contains 1 Pages.

Signature

Signed by Toby Ross Giles as Territorial Authority Representative on 21/06/2022 12:36 PM

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



www.selwyn.govt.nz

IN THE MATTER

of the Resource Management
Act 1991

AND

IN THE MATTER

of Resource Consent 205181 & 205182
& 205817 and Deposit Plan 572950

CONSENT NOTICE PURSUANT TO S. 221 RESOURCE MANAGEMENT ACT 1991

To: The District Land Registrar
Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a subdivision

"That unless a resource consent has been granted otherwise or otherwise permitted by the District plan:

- (a) The maximum height of any fence between the front building façade of any residential development and the street, or a private Right of Way or shared access over which the allotment has legal access, shall be one metre. For allotments with frontage to more than one road or a private Right of Way or shared access, any fencing on the secondary road boundary is to be no higher than 1.8 metres.*
- (b) Any other fence shall be a maximum height of one metre if it is located within 3 metres of the street boundary or private right of way or shared access over which allotment has legal access, except where the fence adjoins a fence that is permitted to be within 3 metres along a secondary street boundary."*

AND THAT you are hereby requested to register the same pursuant to Section 221 of the Resource Management Act 1991.

DESCRIPTION OF LAND

All those pieces of land being Lots 4201, 4202, 4204 - 4257 and 4262 - 4278 DP 572950 as held in Record of Titles 1041920, 104919, 1041867 – 1041881, 1041889 – 1041907, 1041910 – 1041917, 1041921 – 1041930, 1041853 - 1041866 and 1041882 – 1041884.

DATED this 21th day of April 2022

SIGNED for and on behalf of Selwyn District Council

A handwritten signature in black ink, appearing to read 'Beth', written over a horizontal line.

Authorised Officer

www.selwyn.govt.nz

Selwyn District Council, 2 Norman Kirk Drive Rolleston / PO BOX 99, Rolleston 7643
Tel: 03 347 2600 Fax: 03 347 2799 Email: admin@selwyn.govt.nz

View Instrument Details



Instrument No 12474572.19
Status Registered
Date & Time Lodged 22 June 2022 09:33
Lodged By Giles, Toby Ross
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
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1041857	Canterbury
1041858	Canterbury
1041871	Canterbury
1041872	Canterbury
1041873	Canterbury
1041881	Canterbury
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1041925	Canterbury
1041926	Canterbury

1041927

Canterbury

1041928

Canterbury

Annexure Schedule Contains 1 Pages.

Signature

Signed by Toby Ross Giles as Territorial Authority Representative on 21/06/2022 12:36 PM

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



www.selwyn.govt.nz

IN THE MATTER

of the Resource Management
Act 1991

AND

IN THE MATTER

of Resource Consent 205181 & 205817
and Deposit Plan 572950

CONSENT NOTICE PURSUANT TO S. 221 RESOURCE MANAGEMENT ACT 1991

To: The District Land Registrar
Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a subdivision

"That, unless a resource consent has been granted otherwise of the District Plan rules have been amended: All development and other activities on lots identified on the subdivision plan as low density lots shall proceed in accordance with the rules for permitted activities in the Living Z zone, Low Density Area. Any activity which does not comply with the rules for permitted activities will require resource consent, with the application assessed against the provisions of the Living Z zone, Low Density Area."

AND THAT you are hereby requested to register the same pursuant to Section 221 of the Resource Management Act 1991.

DESCRIPTION OF LAND

All those pieces of land being Lots 4201, 4203 – 4220, 4228 – 4230, 4235 -4244, 4247 – 4248, 4251 – 4257 and 4262 – 4266 DP 572950 as held in Records of Title 1041857, 1041858, 1041871 – 1041873, 1041881 – 1041884, 1041889 – 1041894, 1041896, 1041898, 1041900, 1041901, 1041903 – 1041918 and 1041920 - 1041928.

DATED this 21st day of April 2022

SIGNED for and on behalf of Selwyn District Council

A handwritten signature in black ink, appearing to read 'B. Selwyn'.

Authorised Officer

www.selwyn.govt.nz

Selwyn District Council, 2 Norman Kirk Drive Rolleston / PO BOX 99, Rolleston 7643
Tel: 03 347 2600 Fax: 03 347 2799 Email: admin@selwyn.govt.nz

View Instrument Details



Instrument No 12474572.4
Status Registered
Date & Time Lodged 22 June 2022 09:33
Lodged By Giles, Toby Ross
Instrument Type Easement Instrument



Affected Records of Title	Land District
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1041853	Canterbury
1041854	Canterbury
1041855	Canterbury
1041856	Canterbury
1041859	Canterbury
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1041864	Canterbury
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1041921	Canterbury
1041922	Canterbury
1041925	Canterbury
1041926	Canterbury
1041927	Canterbury
1041928	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 21/06/2022 12:35 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 21/06/2022 12:58 PM

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED and LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED

Grantee

SELWYN 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	Lot 421 Deposited Plan 572950	Lot 421 Deposited Plan 572950 (RTs 1041920, 1041919, 1041918, 1041921 and 1041922)	In gross
	Lot 429 Deposited Plan 572950	Lot 429 Deposited Plan 572950 (RTs 1041926, 1041925, 1041928 and 1041927)	
	Lot 420 Deposited Plan 572950	Lot 420 Deposited Plan 572950 (RTs 1041912, 1041913, 1041911 and 1041910)	
	Lot 428 Deposited Plan 572950	Lot 428 Deposited Plan 572950 (RTs 1041916, 1041917, 1041915 and 1041914)	
	Lot 423 Deposited Plan 572950	Lot 423 Deposited Plan 572950 (RTs 1041864, 1041854, 1041853 and 1041865)	
	Lot 422 Deposited Plan 572950	Lot 422 Deposited Plan 572950 (RTs 1041859, 1041856, 1041855 and 1041861)	

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

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.

“Grantee” means the Selwyn 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.

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

“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.